

ARPAE
Agenzia regionale per la prevenzione, l'ambiente e l'energia
dell'Emilia - Romagna

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Atti amministrativi

Deliberazione del Direttore Generale	n. DEL-2017-59 del 29/05/2017
Oggetto	Sezione provinciale di Piacenza. Presa d'atto dell'approvazione del progetto HORIZON 2020 "Innovative tools enabling drinking WATER PROTECTION in rural and urban environments" – Waterprotect – ID 727450.
Proposta	n. PDEL-2017-62 del 18/05/2017
Struttura proponente	Sezione di Piacenza
Dirigente proponente	Biasini Giuseppe
Responsabile del procedimento	Russo Elisabetta

Questo giorno 29 (ventinove) maggio 2017 (duemiladiciassette), presso la sede di Via Po n. 5, in Bologna, il Direttore Generale, Dott. Giuseppe Bortone, delibera quanto segue.

Oggetto: Sezione provinciale di Piacenza. Presa d'atto dell'approvazione del progetto HORIZON 2020 “Innovative tools enabling drinking WATER PROTECTION in rural and urban environments” - Waterprotect - ID 727450.

RICHIAMATI:

- il Regolamento n. 1290/2013 del Parlamento europeo e del Consiglio dell'11 dicembre 2013 che stabilisce le norme in materia di partecipazione e diffusione nell'ambito del programma quadro di ricerca e innovazione (2014-2020) - Orizzonte 2020;
- il Regolamento n. 1291/2013 del Parlamento europeo e del Consiglio dell'11 dicembre 2013 che istituisce il programma quadro di ricerca e innovazione (2014-2020) - Orizzonte 2020;

PREMESSO:

- che Orizzonte 2020 (Horizon 2020 / H2020) è il principale strumento con cui l'Unione Europea mira ad incentivare e finanziare la ricerca, l'innovazione e la competitività in Europa nel periodo 1/01/2014-31/12/2020;
- che Orizzonte 2020 si propone di contribuire alla realizzazione di una società basata sulla conoscenza e sull'innovazione e orientata alla crescita intelligente, sostenibile e inclusiva, secondo quanto delineato in *Europa 2020*, la strategia dell'Unione Europea per il decennio 2010-2020. Per raggiungere questo obiettivo generale, Orizzonte 2020 si focalizza su tre priorità (main pillars):
 - Eccellenza scientifica;
 - Leadership industriale;
 - Sfide per la società.

In particolare questa ultima priorità è rivolta alle grandi questioni sociali e ambientali che si presenteranno nel prossimo futuro e che sono classificate come segue:

- Salute, evoluzione demografica e benessere;
- Sicurezza alimentare, agricoltura e silvicoltura sostenibili, ricerca marina, marittima e sulle acque interne e bioeconomia, per garantire prodotti alimentari sicuri, sani e di elevata qualità, sviluppando sistemi di produzione sostenibili ed efficienti;
- Energia sicura, pulita ed efficiente, per promuovere una transizione verso un sistema energetico affidabile, economicamente accessibile, sostenibile e competitivo;
- Trasporti intelligenti, ecologici e integrati;
- Azioni per il clima, efficienza delle risorse e materie prime, per promuovere una società e una economia efficienti e sostenibili nell'uso delle risorse e dell'acqua, capaci

di rispondere ai cambiamenti climatici;

- L'Europa in un mondo che cambia;
- Società sicure;
- che i temi relativi all'ambiente inclusi nelle priorità individuate da Orizzonte 2020 (H2020) sono di grande interesse per Arpae Emilia-Romagna;

PRESO ATTO:

- che l'accesso alle opportunità finanziarie previste da H2020 avviene attraverso una selezione a seguito di presentazione di proposte progettuali successivamente all'emanazione di appositi bandi che definiscono priorità e temi di riferimento nonché scadenze, modalità e requisiti di ammissibilità;
- che la partecipazione a progetti H2020 può avvenire in forma di partner capofila, con compiti di coordinamento, partner, parte terza e subfornitore;
- che il 27 ottobre 2015 è stata avviata la procedura per la selezione di progetti nell'ambito della priorità *Sfide per la società* sul tema *Migliorare l'agricoltura e il suo impatto sulle riserve di acqua potabile (Water farms – improving farming and its impact on the supply of drinking water)* con l'apertura del bando a due fasi H2020-RUR-2016-2017 con scadenza seconda fase al 13 settembre 2016;

VERIFICATO:

- che Arpae Emilia-Romagna - Sezione provinciale di Piacenza ha partecipato al suddetto bando quale partner della proposta progettuale "Innovative tools enabling drinking WATER PROTECTION in rural and urban environments" (Waterprotect) presentato sull'apposita piattaforma elettronica (Participant portal) dalla Società Vlaamse Instelling voor Technologisch Onderzoek (VITO) del Belgio in qualità di partner capofila;
- che la citata proposta ha superato entrambe le fasi di valutazioni previste e VITO è stato invitato alla fase di negoziazione, svolta anch'essa tramite piattaforma elettronica;
- che, dopo le modifiche richieste dalla Executive Agency for Small and Medium-sized Enterprises dell'Unione Europea (EASME), il progetto è stato definitivamente approvato e in data 19 dicembre 2016, tramite apposita piattaforma, VITO è stato invitato a sottoscrivere on line il contratto di sovvenzione (Grant Agreement n. 727450) per la realizzazione del progetto Waterprotect (nota agli atti);
- che, con nota PGDG/2016/9399 del 20 dicembre 2016, il Direttore Generale ha delegato il Direttore della Sezione di Piacenza ad agire in qualità di legale rappresentante di Arpae per la realizzazione del progetto Waterprotect nei confronti del capofila VITO (agli atti);
- che, in parallelo alla sottoscrizione dell'Accordo di Sovvenzione n. 727450, con

l'obiettivo di gestire al meglio le attività tecniche e finanziarie previste nell'ambito del progetto, tutti i partner hanno firmato apposito Accordo di Partenariato, allegato 1) al presente atto;

CONSIDERATO:

- che il progetto Waterprotect ha durata di 36 mesi a decorrere dal 1° giugno 2017 e un budget complessivo pari a Euro 4.997.006,50;
- che l'obiettivo principale del progetto Waterprotect è quello di contribuire alla diffusione efficace ed alla realizzazione nella governance dell'acqua di innovativi sistemi in agricoltura (*combinazione di tecniche di coltivazione, pratiche di gestione e misure di mitigazione*), per garantire una buona qualità dell'acqua in ambienti rurali e urbani, consentendo ai soggetti coinvolti di monitorare, finanziare ed attuare efficacemente le pratiche di gestione e le misure per la protezione delle acque, riducendo l'inquinamento da nutrienti e pesticidi;
- che per la realizzazione del progetto potranno essere sostenuti da Arpae complessivamente costi per Euro 187.500,00 così articolati:

Costi di Personale	Euro 150.000,00
Costi indiretti	Euro 37.500,00
- che, dal finanziamento per la partecipazione al progetto, deriverà per Arpae un'entrata pari a Euro 187.500,00;
- che tale contributo sarà utilizzato da Arpae nel rispetto delle norme contenute nei richiamati regolamenti dell'Unione Europea e i costi sostenuti saranno rendicontati, secondo le scadenze stabilite nell'Accordo di Sovvenzione tra la Commissione Europea e il partner capofila;

RITENUTO:

- opportuno che Arpae partecipi, in qualità di partner al progetto finanziato dall'Unione Europea Waterprotect;
- che la partecipazione al progetto Waterprotect rappresenti per Arpae una opportunità per migliorare, attraverso il contatto e lo scambio di esperienze con altri centri internazionali e di ricerca, lo stato delle conoscenze sugli aspetti legati alla diffusione di sistemi efficaci di contenimento/riduzione della contaminazione puntuale e diffusa delle acque sotterranee da pesticidi e nitrati utilizzati in agricoltura. In particolare il caso-studio Italia prevede la partecipazione di Arpae, insieme a Università Cattolica del Sacro Cuore, Associazione PiaceCiboSano, tutti Partners del progetto; insieme valuteranno l'impatto della viticoltura sulle acque sotterranee e superficiali nel territorio piacentino (Val Tidone). Arpae

provvederà a selezionare dati di contaminazione ambientale, sia attraverso dati storici, sia attraverso specifiche campagne di monitoraggio su acque superficiali e sotterranee e parteciperà alla fase di diffusione dei risultati (dissemination) sulla piattaforma EU condivisa, con pubblicazioni su riviste scientifiche, su siti internet e con interventi in iniziative specificamente organizzate.

- che la Sezione provinciale di Piacenza - Servizio Sistemi Ambientali - Area Monitoraggio e Valutazione Corpi Idrici possa fornire competenze e risorse nell'ambito di tale progetto, che risulta di estremo interesse per l'Agenzia;
- di individuare il Direttore della Sezione provinciale di Piacenza quale soggetto legittimato ad agire, in qualità di delegato del legale rappresentante di Arpae Emilia-Romagna, nell'ambito del Progetto Waterprotect, nei confronti del partner capofila;
- di delegare al Direttore della Sezione provinciale di Piacenza l'adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali, nel rispetto del budget assegnato;
- di individuare la Dott.ssa Elisabetta Russo, Responsabile dell'Area Monitoraggio e Valutazione Corpi Idrici - Servizio Sistemi Ambientali della Sezione provinciale di Piacenza quale coordinatore e responsabile tecnico per la realizzazione del progetto Waterprotect;

DATO ATTO:

- che il budget assegnato ad Arpae Emilia-Romagna per la realizzazione del Progetto è gestito dalla Sezione provinciale di Piacenza;
- che la Sezione provinciale di Piacenza potrà, nell'arco della durata del progetto, coinvolgere nella realizzazione delle attività altre strutture di Arpae, previo accordo con i relativi Direttori in merito al monte ore previsto per l'impegno dei collaboratori individuati e al corrispondente trasferimento di quote di budget;

SU PROPOSTA:

- del Direttore della Sezione provinciale di Piacenza, Dott. Giuseppe Biasini, il quale ha espresso, ai sensi del vigente Regolamento per il Decentramento amministrativo, il proprio parere favorevole in ordine alla regolarità amministrativa del presente provvedimento;

DATO ATTO:

- del parere di regolarità contabile espresso dal Dott. Giuseppe Bacchi, Responsabile dell'Area Bilancio e Controllo Economico ai sensi del Regolamento Arpae per il Decentramento amministrativo;

- del parere favorevole espresso dal Direttore Tecnico, Dott. Franco Zinoni, e dal Direttore Amministrativo, Dott.ssa Massimiliana Razzaboni, reso ai sensi dell'art. 9, comma 5, della L.R. n. 44/95;
- che il responsabile del procedimento è la Dott.ssa Elisabetta Russo, Responsabile dell'Area Monitoraggio e Valutazione Corpi Idrici - Servizio Sistemi Ambientali della Sezione provinciale di Piacenza;

DELIBERA

1. di prendere atto:
 - dell'approvazione, da parte della Commissione Europea, del Progetto HORIZON 2020 "Innovative tools enabling drinking WATER PROTECTION in rural and urban environments" – Waterprotect – ID 727450;
 - che Arpae Emilia-Romagna riveste il ruolo di partner nell'ambito del progetto Waterprotect di cui VITO è partner capofila con compiti di coordinamento;
 - della sottoscrizione dell'Accordo di Partenariato-allegato 1) al presente atto quale parte integrante e sostanziale;
2. di dare atto che il progetto di cui trattasi ha durata di 36 mesi a decorrere dal 1° giugno 2017 e pertanto si concluderà il 31 maggio 2020;
3. di dare atto che per la realizzazione del progetto potranno essere sostenuti da Arpae complessivamente costi per Euro 187.500,00 così articolati:

Costi di Personale	Euro 150.000,00
Costi indiretti	Euro 37.500,00

e che tale importo è coperto interamente dal contributo della Commissione Europea;
4. di dare atto che, per Arpae Emilia-Romagna, il soggetto competente all'attuazione e alla gestione del Progetto Waterprotect è la Sezione provinciale di Piacenza – Servizio Sistemi Ambientali – Area Monitoraggio e Valutazione Corpi Idrici;
5. di individuare il Direttore della Sezione provinciale di Piacenza quale soggetto legittimato ad agire, in qualità di delegato del legale rappresentante di Arpae Emilia - Romagna, nell'ambito del Progetto Waterprotect nei confronti di VITO, coordinatore del progetto;
6. di delegare al Direttore della Sezione provinciale di Piacenza l'adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali;
7. di individuare la Dott.ssa Elisabetta Russo, Responsabile dell'Area Monitoraggio e Valutazione Corpi Idrici - Servizio Sistemi Ambientali della Sezione provinciale di Piacenza quale coordinatore e responsabile tecnico-scientifico del Progetto Waterprotect;

8. di individuare nei seguenti collaboratori le competenze e le professionalità necessarie alla partecipazione di Arpae - Sezione provinciale di Piacenza al progetto:
- Emanuela Peroncini, Tecnico Cat. D4 dell'Area Monitoraggio e Valutazione Corpi Idrici - Servizio Sistemi Ambientali della Sezione provinciale di Piacenza per la realizzazione di campagne di monitoraggio;
 - Marcello De Crema, Tecnico Cat. D4 dell'Area Monitoraggio e Valutazione Corpi Idrici - Servizio Sistemi Ambientali della Sezione provinciale di Piacenza per la realizzazione di campagne di monitoraggio;
 - Laura Quintè e Marilena Tramelli dello Staff Amministrazione e Sistema Informatico della Sezione Provinciale di Piacenza, con funzione di referenti amministrativi-finanziari per la gestione del progetto;
9. che, nello svolgimento delle attività di rendicontazione del progetto Waterprotect la Sezione di Piacenza si potrà avvalere del supporto della Direzione Amministrativa – Unità gestione amministrativa dei progetti europei.

PARERE: FAVOREVOLE

IL DIRETTORE TECNICO

(F.to Dott. Franco Zinoni)

IL DIRETTORE AMMINISTRATIVO

(F.to Dott.ssa Massimiliana Razzaboni)

IL DIRETTORE GENERALE

(F.to Dott. Giuseppe Bortone)

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “Rules for Participation”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is entered into force as of the Effective Date (as defined below) BY AND BETWEEN:

	Beneficiaries	Registered office	Authorized Representatives (Name and title)	Short name
1	Vlaamse Instelling voor Technologisch Onderzoek (the “Coordinator”)	Boeretang 200, 2400 Mol, Belgium (registered under the number 244.195.916)	Dirk Fransaer, Managing Director	VITO
2	INAGRO, PROVINCIAAL EXTERN VERZELFSTANDIGD AGENTSCHAP IN PRIVAATRECHTELIJKE VORM VZW	Ieperseweg 87, 8800 Rumebeke-Roeselare (registered under the number BE0417474241)	Mia Demeulemeester, Managing Director	INAGRO
3	EIGEN VERMOGEN VAN HET INSTITUUT VOOR LANDBOUW EN VISSERIJONDERZOEK	Burgemeester van Gansberghelaan 96, 9820 Merelbeke, Belgium	JorisRelaes, chairman of the management commission	ILVO
4	TEAGASC - AGRICULTURE AND FOOD DEVELOPMENT AUTHORITY	Teagasc, Oak Park, Carlow, Ireland	Frank O’Mara, Director of Research	Teagasc
5	Geological Survey of Denmark and Greenland	ØsterVoldgade 10, 1350 Copenhagen K	Heidi C. Barlebo, Head of department	GEUS
6	UNIVERSITA CATTOLICA DEL SACRO CUORE	Largo A. Gemelli 1 – 20123 Milano - Italy	Prof. Franco Anelli, Rector	UCSC
7	AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS	Calle Serrano 117, Madrid, 28006, Spain.	Cristina de la Puente, Vice-president for Scientific and Technical Research	CSIC
8	ASSOCIAZIONE PIACE CIBO SANO	Via san Bartolomeo 25/G Piacenza, 29121, Italy	Miriam Bisagni, President	APCS
9	PANSTWOWY INSTYTUT GEOLOGICZNY - PANSTWOWY INSTYTUT BADAWCZY	4 Rakowiecka Street, 00-975 Warsaw, Poland (registered in the National Registry of Enterprises under no. 0000122099)	Andrzej Gąsiewicz, Acting Director	PGI-NRI
10	VLAAMSE MAATSCHAPPIJ VOORWATERVOORZIENING CVBA	Vooruitgangstraat 189 1030 Brussel	Hans Goossens, General Director	VMW
11	AGENZIA REGIONALE PREVENZIONE E AMBIENTE ENERGIA DELL'EMILIA-ROMAGNA	Via Po, 5 40139 Bologna	Giuseppe Biasini Director of Sezione Provinciale di Piacenza of ARPAE	ARPAE
12	KØBENHAVNS UNIVERSITET	Nørregade 10, 1165	Kim Brinckmann, Vice	UCPH

		Copenhagen Denmark	K, President	
13	Comunitat d' Usuarisd'Aigües de la VallBaixa i Delta del Llobregat	Avinguda Verge de Montserrat 133, 1-2 ^a 08820 el Prat de Llobregat (Barcelona) SPAIN	Jordi Castelló Rodríguez, President of the CUADLL Governing	CUADLL
14	Landbo Limfjord	Reservevej 85, 7800 Skive, Denmark	Nina Ottesen, Chefkonsulent	LL
15	SkiveKommune	Torvegade 10, 7800 Skive, Denmark	Michael Eilertsen, Byg- & Miljøchef	SK
16	Ecologic Association	430273, Baia Mare, Florilor Street, 8/36, Romania (registered under the number 35/2001)	Denuțoan, President	ECL
17	UNIVERSITATEA TEHNICA CLUJ-NAPOCA	400114, ClujNapoca, Memorandumului street no. 28, Romania	Vasile Țopa, Rector, prof. univ. dr. engineer	UTC
18	THE EUROPEAN WATER PARTNERSHIP AISBL	Boulevard Louis Schmidt 64, Brussels Belgium 1040	Sergiy Moroz, Policy Director	EWP
19	AIGUES DE BARCELONA, EMPRESA METROPOLITANA DE GESTIO DEL CICLE INTEGRAL DE L'AIGUA SA	General Batet 1-7, 08026 Barcelona, Spain	María Monzó Llopis, Director of Innovation and Knowledge	AB
20	Instytut Technologiczno-Przyrodniczy	UL. AL HRABSKA 3, 05 090, FALENTY Poland (registered under the number 142173348)	Wacław Roman Strobel, Director	ITP
21	Consorti del Parc Agrari del Baix Llobregat	Camí de la Ribera s/n, AP 76, 08820 El Prat de Llobregat	Raimon Roda, Manager	CPABL
22	ZACHODNIOPOMORSKI UNIWERSYTET TECHNOLOGICZNY W SZCZECINIE	Al. Piastów 17, 70-310 Szczecin, Polska	Dr hab. inż. Jacek Wróbel, prof. ndzw. Rector	ZUT
23	Glanbia Ingredients Ireland Ltd.	Ballyconra, Ballyragget, Co Kilkenny	Gordon Murphy, Finance Director	GIIL
24	UNIVERSITY OF ULSTER	Cromore Road, Coleraine, BT52 1SA, Northern Ireland, UK	Mr Nigel McFarland, Senior Administrative Officer, Research Grants and Contracts	Ulster
25	Wexford County Council	County Hall, Carricklawn, Wexford, Ireland, Y35 WY93	John Carley, Director of Services	WCC
26	EUROPEAN FEDERATION OF BOTTLED WATERS	1 place des Barricades, BE-1000 Brussels BE0876 678 179	Patricia Fosselard, Secretary General	EFBW
27	VLAAMSE MILIEUMAATSCHAPPIJ	Dokter De Moorstraat 24-26, 9300 Aalst.	Didier D'hont (Head of department of Integrated water policy)	VMM

			management)	
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hereinafter, jointly or individually, referred to as "Parties" or "Party"

relating to the Action entitled: "Innovative tools enabling drinking WATER PROTECTION in rural and urban environments", in short "WaterProtect", hereinafter also referred to as "Project"

- WHEREAS the Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020);
- WHEREAS the Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the Funding Authority (hereinafter also as "Grant Agreement" or "GA");
- WHEREAS the Parties are aware that this Consortium Agreement (hereinafter also referred to as "CA") is based upon the DESCAs model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1. Definitions

Words beginning with a capital letter shall have the meaning defined herein, and where not defined herein they shall have the meaning defined in the Grant Agreement including its Annexes, and if not defined there, then as defined in the Rules for Participation.

1.2. Additional Definitions

"Accession Date"

Accession Date means the date of the signature of the Declaration of Accession by a Legal Entity joining the Action in accordance with the provisions of the GA and this CA.

"Action Share"

Action Share means, for each Party, that Party's share of the funding to be received from the Funding Authority for the Project as set out in Annex 2 to the Grant Agreement.

"Confidential Information"

Confidential Information has the meaning given in Section 10.1 of this CA.

"Consortium"

Consortium means the collaborative research grouping in relation to the Project that is constituted by the GA.

"Consortium Agreement" or "CA"

Consortium Agreement or CA means this agreement including its Attachments.

"Consortium Bodies"

Consortium Bodies means the bodies which are constituted in accordance with Section 6 of this CA.

“Consortium Plan”

Consortium Plan means the description of the Project and the related agreed budget as first defined in the Grant Agreement and which may be updated by the Project Core Group.

“Declaration of Accession”

Declaration of Accession means a declaration, in the form provided in Attachment 2 of the CA, signed by the Legal Entity in order to join the Project and by the Coordinator.

“Defaulting Party”

Defaulting Party means a Party which the Project Core Group has identified to be in substantial breach of this CA and/or GA as specified in Section 4.2 of this CA.

“Effective Date”

Effective Date means the commencement date of the Project as detailed in the GA.

“Force Majeure”

Force Majeure means any situation or event that (i) prevents a Party from fulfilling its obligations under the CA, (ii) is an unforeseeable exceptional situation and beyond the control of such Party, (iii) is not due to the error or negligence on the part of the affected Party (or on the part of third parties which it involved in the Project), and (iv) proves to be inevitable in spite of exercising all due diligence by such Party. The following cannot be invoked as force majeure: (i) any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, (ii) labor disputes or strikes, or (iii) financial difficulties.

“Funding Authority”

Funding Authority means the body awarding the grant for the Project.

“Grant Agreement” or “GA”

Grant Agreement or GA means the written agreement with the Funding Authority for the carrying out of the Project, including any agreed amendment to such written agreement that may from time to time be in force.

“Needed”

Needed means:

- For the implementation of the Project:

Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

- For Exploitation of own Results:

Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

“Party(ies)”

Party means a Legal Entity detailed at the head of the CA and signing the CA, and/or any new Legal Entity acceding to the CA in accordance with Section 3.1(c) below on execution of a Declaration of Accession; and Parties means any two or more or all of them.

“Software”

Software means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

Section 2: Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

Section 3: Entry into force, duration and termination

3.1. Entry into force

A Legal Entity mentioned in the recitals above becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.

This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.

A new Legal Entity becomes a Party to the Consortium Agreement upon signature of the Declaration of Accession by the new Party and the Coordinator. Such accession shall have effect from the date identified in the Declaration of Accession.

3.2. Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this Consortium Agreement. However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement.

If the Grant Agreement

- is not signed by the Funding Authority or a Party, or
- is terminated, or

- if a Party's participation in the Grant Agreement is terminated,

then this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

In the event that any of the Parties formally requests to withdraw from the Action in accordance with the terms and conditions of the GA and CA, the Project Core Group shall decide the appropriate course of action, which may include without limitation:

- a) reallocation of the requesting Party's work and contribution in order that the aims and objectives of the Action can still be met after the proposed withdrawal, and submitting details of it to the Funding Authority; and
- b) the drafting of a restructured Action Plan and submitting it to the Funding Authority.

3.3. Survival of rights and obligations

The provisions relating to Access Rights, Dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Project Core Group and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Section 4: Responsibilities of Parties

4.1. General principles

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide the relevant information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

4.2. Breach

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Project Core Group, will give formal notice to such Party requiring that such breach will be remedied within thirty (30) calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Project Core Group may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation.

4.3. Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities and Subcontractors) in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the Grant Agreement. Such Party has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

Section 5: Liability towards each other

5.1. No warranties

In respect of any information or materials (incl. Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- a Party granting Access Rights shall not be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

5.2. Limitations of liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's Action Share.

The exclusions and limitations stated in Section 5.2 above shall not apply in respect of any: willful misconduct, gross negligence, willful breach by a Party of any obligation accepted under the Grant Agreement and this Consortium Agreement or otherwise in so far as mandatory applicable law overrides such exclusions and limitations.

5.3. Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Consortium Agreement or from its use of Results or Background.

5.4. Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure.

Each Party will notify the Project Core Group of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within six (6) consecutive weeks after such notification, the transfer of tasks - if any - shall be decided by the Project Core Group.

Compensation claims shall be excluded in case of Force Majeure or any restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorization in the event that a Party uses reasonable efforts to fulfil its tasks properly and in time.

Section 6: Governance structure

6.1. General structure

The organisational structure of the Consortium shall comprise the following Consortium Bodies as defined in the Description of Action:

- Project Management Team (hereinafter also referred to as the PMT)
- Multi Stakeholder Management Team or Multi-actor management team
- Project Core Group
- Coordinator
- Advisory Board

6.2. General operational procedures for all Consortium Bodies

6.2.1. Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as "Member"):

- should be present or represented at any meeting;
 - may appoint a substitute or a proxy to attend and vote at any meeting;
- and
- shall participate in a cooperative manner in the meetings.

6.2.2. Preparation and organisation of meetings

6.2.2.1. Convening meetings

The chairperson of a Consortium Body shall convene meetings of that Consortium Body.

	Ordinary meeting	Extraordinary meeting
Project Core Group	5 times face to face during the project (KO, Year 1, Midterm, Year 2, and End) In between meetings through conference calls	At any time upon written request 1/3 of the Members of the Project Core Group

6.2.2.2. Notice of a meeting

The chairperson of a Consortium Body shall give notice in writing of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
Project Core Group	At least 30 calendar days before meeting	9calendar days

6.2.2.3. Sending the agenda

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

Project Core Group	At least 3 weeks before meeting, 5calendar days for an extraordinary meeting
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6.2.2.4. Adding agenda items:

Any agenda item requiring a decision by the Members of a Consortium Body must be identified as such on the agenda.

Any Member of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

Project Core Group	14 calendar days, 4calendar days for an extraordinary meeting
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6.2.2.5. During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.

6.2.2.6. Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

6.2.2.7. Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.5.2.

6.2.2.8. Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document, which is then agreed by the defined majority (see Section 6.2.3.4) of all Members of the Consortium Body. Such document shall include the deadline for responses.

Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.2.5.2, no Member has sent an objection in writing to the chairperson. The decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.

6.2.3. Voting rules and quorum

6.2.3.1. Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within fifteen (15) calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented. If a Party informs the Coordinator that it cannot physically attend the meeting, then also electronic voting is accepted.

6.2.3.2. Each Member of a Consortium Body present or represented in the meeting shall have one (1) vote.

6.2.3.3. A Party which the Project Core Group has declared according to Section 4.2 to be a Defaulting Party may not vote.

6.2.3.4. Decisions by the Project Core Group shall be taken by a majority of at least 2/3 of the votes cast. The decision of the other Consortium Bodies shall be taken unanimously.

6.2.4. Veto rights

6.2.4.1. A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.2.4.2. When the decision is foreseen on the original agenda, a Member may veto such a decision during the meeting only.

6.2.4.3. When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within fifteen (15) calendar days after the draft minutes of the meeting are sent.

The Parties will be informed about the agenda and their comments provided on the agenda will be discussed and taken into account.

6.2.4.4. A Party that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent.

6.2.4.5. When a decision has been taken without a meeting a Member may veto such decision within 15 calendar days after written notification by the chairperson of the outcome of the vote. A Party that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent.

6.2.4.6. In case of exercise of veto, the Members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members and/or the Party described in point 6.2.4.1 above.

6.2.4.7. A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

6.2.4.8. A Party requesting to leave the consortium may not veto decisions relating thereto.

6.2.5. Minutes of meetings

6.2.5.1. The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within twenty (20) calendar days of the meeting.

6.2.5.2. The minutes shall be considered as accepted if, within twenty (20) calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3. The chairperson shall send the accepted minutes to all the Members of the Consortium Body and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3. Specific operational procedures for the Consortium Bodies

6.3.1. Project Core Group

In addition to the rules described in Section 6.2, the following rules apply:

6.3.1.1. Members

The Project Core Group shall consist of the Coordinator, the Work Package leaders and the Case study leaders (hereinafter each of them individually referred to as the "Project Core Group Member").

Each Project Core Group Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement.

The Coordinator shall chair all meetings of the Project Core Group, unless decided otherwise in a meeting of the Project Core Group.

The Parties agree to abide by all decisions of the Project Core Group. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8 nor to exercise veto rights as detailed above.

6.3.1.2. Decisions

The Project Core Group shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Project Management Team shall also be considered and decided upon by the Project Core Group.

The following decisions shall be taken by the Project Core Group:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority

- Changes to the Consortium Plan
- Withdrawals from Attachment 1 (Background Included)
- Additions to Attachment 3 (List of third parties for simplified transfer according to Section 8.3)
- Additions to Attachment 4 (Identified Affiliated Entities)

Evolution of the Consortium

- Entry of a new Legal Entity to the Consortium and approval of the settlement on the conditions of the accession of such a new Legal Entity
- Withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Determination of remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority for suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement

Appointments

On the basis of the Grant Agreement, the appointment - if necessary – of:

- Advisory Board Members
- PMT Members

6.3.2. Project Management Team

6.3.2.1. The Project Management Team shall consist of the Coordinator and the Work Package leaders (hereinafter PMT Member).

6.3.2.2. The Coordinator shall chair all meetings of the Project Management Team, unless decided otherwise by a majority of two-thirds (2/3) of the PMT Members.

6.3.2.3. Minutes of meetings

Minutes of Project Management Team meetings shall be sent by the Coordinator to the Project Core Group Members for information within the deadline provided in article 6.2.5.1.

6.3.2.4. Tasks

The Project Management Team shall prepare the meetings, propose decisions and prepare the proposals for the Project Core Group according to Section 6.3.1.2 above.

The Project Management Team shall be responsible for the proper execution and implementation of the decisions of the Project Core Group.

The Project Management Team shall monitor the effective and efficient implementation of the Project.

The Project Management Team can only do the following, all to be done in accordance with the terms of GA and this CA:

- the Project Management Team shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to Project Core Group.
- make proposals to the Project Core Group for allocation of the Action's budget in accordance with the GA, review and propose budget reallocations to the Parties;
- manage the implementation of the Project;
- ensure the effective day-to-day coordination and monitoring of the progress of the technical work affecting the Project as a whole;
- decide upon the technical roadmaps with regard to the Project;
- make proposals to the Project Core Group that the Project Core Group should serve notice on a Defaulting Party and that the Project Core Group decide to assign the Defaulting Party's tasks to one or more specific Legal Entity(ies) (preferably chosen from the remaining Parties);
- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables; and
- prepare and implement the content and timing of press releases and joint publications by the Consortium or proposed by the Funding Authority in respect of the procedures of Article 29 of the Grant Agreement.

In case of abandoned or revised tasks as a result of a decision of the Project Core Group, the Project Management Team shall advise the Project Core Group on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.3.3. Multi-actor stakeholder management team

6.3.3.1. The Multi-actor stakeholder management team is composed of the Coordinator, Work Package 2 leader and action lab leaders involved in setting up the action labs in WP3-5, WP6 leader and WP7 leader, and is established to ensure consistent, transparent and efficient management of all activities related to stakeholder engagement at the action lab, regional and EU level.

6.3.4. Coordinator

6.3.4.1. The Coordinator shall be the intermediary between the Parties and the Funding Authority and shall perform all tasks assigned to it as described in the Grant Agreement and in this Consortium Agreement.

6.3.4.2. In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.3
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims and other justified reasons (e.g. audit).

If one or more of the Parties is late in submission of any Project deliverable, the Coordinator may nevertheless submit the other Parties' Project deliverables and all other documents required by the Grant Agreement to the Funding Authority in time.

6.3.4.3. If the Coordinator fails in its coordination tasks, the Project Core Group may propose to the Funding Authority to change the Coordinator.

6.3.4.4. The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium, unless explicitly stated otherwise in the Grant Agreement or this Consortium Agreement.

6.3.4.5. The Coordinator shall not enlarge its role beyond the tasks specified in this Consortium Agreement and in the Grant Agreement.

6.3.5. Advisory Board

The Advisory Board will be steered by the Coordinator. The members of the Advisory Board are appointed by the Project Core Group and will consist of representatives of the sector federations. The Advisory Board shall follow up the progress of the Project and will provide feedback on the main deliverables of the Project. The members of the Advisory Board are required to sign a non-disclosure agreement no later than 30 days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The non-disclosure agreement to be executed between the Advisory Board member and the Coordinator (on its own behalf and on behalf of the other Parties) is attached hereto in Attachment 5. The Advisory Board members shall be allowed to participate in Project Core Group meetings upon invitation but have not any voting rights. Should the contents of the non-disclosure agreement materially deviate from the non-disclosure agreement, as enclosed as Attachment 5 hereto, the Coordinator shall seek the consent of the Parties for such material deviations before entering into and signing such non-disclosure agreement by and on its own behalf and on behalf of other Parties.

Section 7: Financial provisions

7.1. General Principles

7.1.1. Distribution of Financial Contribution

The financial contribution of the Funding Authority to the Project shall be distributed by the Coordinator according to:

- the Consortium Plan
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.3.

A Party shall be funded only for its tasks carried out in accordance with the Consortium Plan.

7.1.2. Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the Funding Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Funding Authority.

7.1.3. Funding Principles

A Party that spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only.

A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

7.1.4. Return of excess payments; receipts

In any case of a Party having received excess payments, the Party has to return the relevant amount to the Coordinator without undue delay.

In case a Party earns any receipt that is deductible from the total funding as set out in the Consortium Plan, the deduction is only directed toward the Party earning such income. The other Parties' financial share of the budget shall not be affected by one Party's receipt. In case the relevant receipt is more than the allocated share of the Party as set out in the Consortium Plan, the Party shall reimburse the funding reduction suffered by other Parties.

7.1.5. Financial Consequences of the termination of the participation of a Party

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.2. Budgeting

The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.3. Payments

7.3.1. Payments to Parties are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- undertake to keep the Funding Authority's financial contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

7.3.2. With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

7.3.3. The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the following:

- Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority in separate instalments as agreed below:
 - o 40% of Total requested EU contribution minus the contribution to the guarantee fund retained by the Funding Authority at Month 1 of the Project if the Consortium Agreement has been signed
 - o 20% of Total requested EU contribution minus the contribution to the guarantee fund retained by the Funding Authority at Month 13 of the Project related to the realisation of milestones 1 and 2

- 20% of Total requested EU contribution minus the contribution to the guarantee fund retained by the Funding Authority at Month 25 of the Project related to the realisation of milestone 3
- 20% of Total requested EU contribution minus the contribution to the guarantee fund retained by the Funding Authority at Month 36 of the Project related to the realisation of milestone 4.

Funding for costs accepted by the Funding Authority will be paid to the Party concerned.

The Coordinator is entitled to withhold any payments due to a Party identified by the Project Core Group to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Beneficiary which has not yet signed this Consortium Agreement.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is required by or agreed with the Funding Authority as per the conditions of the GA.

Section 8: Results

8.1. Ownership of Results

Results are owned by the Party that generates them.

8.2. Joint ownership

In accordance with the first paragraph of Article 26.2 of the Grant Agreement, two or more Parties shall own Results jointly if:

- (a) they have jointly generated them; and
- (b) it is not possible to:
 - (i) establish the respective contribution of each Party; or
 - (ii) separate them for the purpose of applying for, obtaining or maintaining their protection.

The other provisions of Article 26.2 of the Grant Agreement shall not apply. Instead, this Section 8.2 (which constitutes a “joint ownership agreement” for the purposes of Article 26.2 of the Grant Agreement) shall apply. However, the joint owners shall nevertheless be at liberty to agree in writing something different to this Section 8.2, so long as such different agreement does not adversely affect the Access Rights or other rights of the other Parties provided under the GA or this CA.

In case of joint ownership, each of the joint owners shall be entitled to Exploit the joint Results as it sees fit, and to grant non-exclusive licences, without obtaining any consent from, paying compensation to, or otherwise accounting to any other joint owner, unless otherwise agreed between the joint owners.

The joint owners shall agree on all protection measures and the division of related cost in advance.

The share of each of the Contributors in the joint result shall be defined proportionally to the resources implemented by each, whether human or intellectual for the development of such joint Result. The Partners who have contributed to such joint Result will endeavor to ensure that written records are kept and each employee’s scientific contribution is determined by mutual agreement and recorded in writing.

8.3. Transfer of Results

8.3.1 Each Party may transfer ownership of its own Results (including without limitation its share in the Results that it owns jointly with another Party or Parties and all rights and obligations attached to such Results) to any of its Affiliated Entities without notification to any other Party except in case of jointly owned Results where the joint owners will be notified.

8.3.2 Each Party may identify in Attachment 3 to this CA specific third party(ies) to whom it intends to transfer the ownership of any of its own Results (including without limitation its share in the Results that such Party owns jointly with another Party or Parties and all rights and obligation attached to such Results). Each Party may transfer ownership of its own Results (including without limitation its share in Results that it owns jointly with another Party or Parties and all rights and obligations attaching to such Results) to any third party(ies) it identified in Attachment 3 without notification to any other Party. The transferring Party shall, however, upon another Party's request for Access Rights, inform the requesting Party of such transfer. During the implementation of the Action, any Party may provide written notice to the Coordinator of any intended addition of any further third party that is not an Affiliated Entity to Attachment 3 for submission for a decision by the Project Core Group within a reasonable period prior to a transfer to such further third party becoming effective.

8.3.3 The Parties hereby agree that in the framework of a merger or an acquisition, which, for the sake of clarity, shall mean to include any assignment of ownership of any of the Parties' Results, no notification of intended transfer of ownership need be given, if this is impossible due to confidentiality obligations arising from national and/or community laws or regulations, for as long as such confidentiality obligations are in effect and/or for as long as such notice is prohibited under applicable EU and/or national laws on mergers and acquisitions.

8.3.4 Any transfer of ownership of Results made under this Section 8.3 shall be made subject to the Access Rights, the rights to obtain Access Rights and the right to Disseminate Results that are granted to the other Parties and their Affiliated Entities in the GA and/or this CA. Therefore, each transferor shall use reasonable efforts to ensure that such transfer does not prejudice such rights of the other Parties or their Affiliated Entities, and the transferor shall pass on its obligations regarding the transferred Results to the transferee, including the obligation to pass them on to any subsequent transferee. The obligations under this Section 8.3 apply for as long as other Parties have - or may request - Access Rights to Results, as provided in Section 9 of this CA.

8.3.5. each Party hereby waives any right to prior notification and to object to the transfer that is made in compliance with this Section 8.3.

8.4. Dissemination

For the avoidance of doubt, nothing in this Section 8.4 has impact on the confidentiality obligations set out in Section 10.

8.4.1. Dissemination of own Results

8.4.1.1. During the term of confidentiality, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions:

Prior notice of any planned dissemination shall be given to the other Parties at least forty-five (45) calendar days before the submission of this dissemination. Any objection to the planned dissemination shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within thirty (30) calendar days after receipt of the notice. If no objection is made within the time limit stated above, the dissemination is permitted.

8.4.1.2. An objection is justified if

- (a) the protection of the objecting Party's Results or Background would be adversely affected, or
- (b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.

The objection has to include a precise request for necessary modifications.

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned dissemination and/or by protecting information before dissemination) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

The objecting Party can request a dissemination delay of not more than 90 calendar days from the time it raises such an objection. After these 90 calendar days the dissemination is permitted, provided that the Results, Background and/or Confidential Information of the objecting Party has been removed from the dissemination as indicated by the objecting Party.

8.4.2. Dissemination of another Party's unpublished Results or Background

For the avoidance of doubt, a Party shall not publish Results or Background of another Party, even if such Results or Background is amalgamated with the Party's Results, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to Section 8.4.1 is not considered as an approval.

8.4.3. Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

8.4.4. Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

Section 9: Access Rights

9.1. Background included

9.1.1. Each Party identifies in Attachment 1 references to its Background to which it is willing to grant Access Rights for the implementation of the Action or Exploitation of any Results, and informs each other also, where relevant, that Access to specific Background is subject to legal restrictions or limits.

In addition, each Party may, during the term of the Action, add into Attachment 1 a reference to any of its Background not yet listed subject to the acceptance of the Project Core Group.

Removing Background identified in Attachment 1 always requires the prior consent of the Project Core Group.

9.1.2. Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.2. General Principles

9.2.1. Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights. Subject to Section 9.1 of this CA and as provided in Article 25 (Access Rights to Background) of the Grant Agreement, the Parties shall use all means to inform each other before signature of the CA of any limitation affecting the granting of Access Rights to their Background. The Parties also shall inform each other as soon as possible of any other restriction which might substantially affect the granting of Access Rights. If the Project Core Group considers that the restrictions mentioned in Section 9 of this CA have such significant impact, and such restrictions are not foreseen in the Action Plan, it may decide to update the Action Plan accordingly.

9.2.2. Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise in this CA or agreed in writing between the Parties concerned.

9.2.3. Access Rights shall be free of any administrative transfer costs.

9.2.4. Access Rights are granted on a non-exclusive basis.

9.2.5. Results and Background shall be used only for the purposes for which Access Rights to it have been granted.

9.2.6. All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

9.2.7. The requesting Party must show that the Access Rights are Needed.

9.3. Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis unless otherwise agreed for Background in Attachment 1 (limitations or restrictions).

9.4. Access Rights for Exploitation

9.4.1 Access Rights to Results if Needed for Exploitation of a Party's own Results including for third-party research shall be granted on Fair and Reasonable conditions.

Access rights for internal research activities shall be granted on a royalty-free basis.

9.4.2 Access Rights to Background if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.

9.4.3 A request for Access Rights may be made up to twelve (12) months after the end of the Action or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Action.

9.5. Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4., if they are identified in Attachment 4 (Identified Affiliated Entities) to this Consortium Agreement.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities listed in Attachment 4. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Affiliated Entities which obtain Access Rights in return fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such Affiliated Entities were Parties.

Access Rights may be refused to Affiliated Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

9.6. Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

9.7. Access Rights for Parties entering or leaving the consortium

9.7.1 New Legal Entity or organisation entering the Consortium

Access Rights to Results generated before the Accession Date of the new Party shall be granted to said new Party as if such Results were Background and under the terms and conditions associated to Background as set forth under Sections 9.3 and 9.4.2 of this CA.

As regards to Results generated by any Party after the Accession Date of a new Party, said new Party will be granted Access Rights to such Results as of the Accession Date by said new Party under the same terms and condition as any other Party to this CA.

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the Project Core Group to terminate its participation in the Consortium.

9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving the Action voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation in the Action. The non-defaulting leaving Party may request Access Rights within the period of time specified in Section 9.4.3.

9.7.2.2 Access Rights to be granted by any leaving Party

The Defaulting Party and the non-defaulting Party voluntarily leaving the Action shall continue to grant Access Rights pursuant to the Grant Agreement and this Consortium Agreement as if it had remained a Party for the whole duration of the Action.

9.8. Specific Provisions for Access Rights to Software

9.8.1 Definitions relating to Software

“Application Programming Interface”

means the application programming interface materials and related documentation containing all data and information to allow skilled Software developers to create Software interfaces that interface or interact with other specified Software.

"Controlled Licence Terms" means terms in any licence that require that the use, copying, modification and/or distribution of Software or another work ("Work") and/or of any work that is a modified version of or is a derivative work of such Work (in each case, "Derivative Work") be subject, in whole or in part, to one or more of the following:

- a) (where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;
- b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- c) that a royalty-free licence relating to the Work or Derivative Work be granted to any third party.

For the avoidance of doubt, any Software licence that merely permits (but does not require any of) the things mentioned in (a) to (c) is not a Controlled Licence (and so is an Uncontrolled Licence).

"Object Code" means Software in machine-readable, compiled and/or executable form including, but not limited to, byte code form and in form of machine-readable libraries used for linking procedures and functions to other Software.

"Software Documentation" means Software information, being technical information used, or useful in, or relating to the design, development, use or maintenance of any version of the Software.

"Source Code" means Software in human readable form normally used to make modifications to it including, but not limited to, comments and procedural code such as job control language and scripts to control compilation and installation.

9.8.2. General principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software as far as not modified by this Section 9.8.

Parties' Access Rights to Software do not include any right to receive Source Code or Object Code ported to a certain hardware platform or any right to receive Source Code, Object Code or respective Software Documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

T

he intended introduction of Intellectual Property (including, but not limited to Software) under Controlled Licence Terms in the Project requires the approval of the Project Core Group to implement such introduction into the Consortium Plan.

9.8.3. Access to Software

Access Rights to Software that is Results shall comprise:

- Access to the Object Code; and,
- where normal use of such an Object Code requires an Application Programming Interface (hereafter API), Access to the Object Code and such an API; and,
- if a Party can show that the execution of its tasks under the Project or the Exploitation of its own Results is technically or legally impossible without Access to the Source Code, Access to the Source Code to the extent necessary.

Background shall only be provided in Object Code unless otherwise agreed between the Parties concerned.

9.8.4. Software licence and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Results- Rights of a Party

Where a Party has Access Rights to Object Code and/or API that is Results for Exploitation, such Access shall, in addition to the Access for Exploitation foreseen in Section 9.4, as far as Needed for the Exploitation of the Party's own Results, comprise the right:

- to make an unlimited number of copies of Object Code and API; and
- to distribute, make available, market, sell and offer for sale such Object Code and API alone or as part of or in connection with products or services of the Party having the Access Rights; provided however that any product, process or service has been developed by the Party having the Access Rights in accordance with its rights to exploit Object Code and API for its own Results.

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.1.1, the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

9.8.4.1.2 Results - Rights to grant sublicenses to end-users

In addition, Access Rights to Object Code shall, as far as Needed for the Exploitation of the Party's own Results, comprise the right to grant in the normal course of the relevant trade to end-user customers buying/using the product/services, a sublicense to the extent as necessary for the normal use of the relevant product or service to use the Object Code alone or as part of or in connection with or integrated into products and services of the Party having the Access Rights and, as far as technically essential:

- to maintain such product/service;
- to create for its own end-use interacting interoperable software in accordance with the Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs

9.8.4.1.3 Background

For the avoidance of doubt, where a Party has Access Rights to Object Code and/or API that is Background for Exploitation, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.4.2 Source Code

9.8.4.2.1 Results - Rights of a Party

Where, in accordance with Section 9.8.3, a Party has Access Rights to Source Code that is Results for Exploitation, Access Rights to such Source Code, as far as Needed for the Exploitation of the Party's own Results, shall comprise a worldwide right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.

If it is intended to use the services of a third party for the purposes of this Section 9.8.4.2.1, the Parties shall agree on the terms thereof, with due observance of the interests of the Party granting the Access Rights as set out in Section 9.2 of this Consortium Agreement.

9.8.4.2.2 Results – Rights to grant sublicenses to end-users

In addition, Access Rights, as far as Needed for the Exploitation of the Party's own Results, shall comprise the right to sublicense such Source Code, but solely for purpose of adaptation, error correction, maintenance and/or support of the Software.

Further sublicensing of Source Code is explicitly excluded.

9.8.4.2.3 Background

For the avoidance of doubt, where a Party has Access Rights to Source Code that is Background for Exploitation, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.5 Specific formalities

Each sublicense granted according to the provisions of Section 9.8.4 shall be made by a traceable agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

Section 10: Non-disclosure of information

10.1. All information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Action during its implementation or with reference thereto and which has been explicitly marked as "confidential", or when disclosed orally or other intangible, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within thirty (30) calendar days from such disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

10.2. Each Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grand Agreement, for a period of 5 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party provided that the Recipient shall be entitled to disclose the Confidential Information to Subcontractors, Linked Third Parties and Affiliated Entities but only if necessary and if such Subcontractors, Linked Third Parties and Affiliated Entities are bound to confidentiality and restricted use obligations no less restrictive as those contained herein;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

10.3. The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

10.4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

10.5. The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

10.6. Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7. If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

Section 11: Miscellaneous

11.1. Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Accession document)

Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)

Attachment 4 (Identified Affiliated Entities)

Attachment 5 (Non-Disclosure Agreement Advisory Board member)

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

11.2. No representation, partnership or agency

Except as otherwise provided expressly provided herein or as otherwise agreed upon between the Parties, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the Consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3. Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

Formal notices:

If it is required (in particular Sections 4.2, 9.7.2.1.1, and 11.4 of this Consortium Agreement) that a formal notice, consent or approval shall be given, such documents shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all Parties.

11.4. Assignment and amendments

Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval. Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3. require a separate written agreement to be signed between all Parties.

11.5. Mandatory national law.

Nothing in this Consortium Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

Notwithstanding anything to the contrary contained in this Consortium Agreement it is understood that the supply, export or transfer of goods, technologies, software, results, services and information under this Consortium Agreement may be subject to import or export laws and regulations or any other governmental authorization.

The Parties do not warrant that if any import or export license or any other governmental authorization is required for the fulfilment of any of its contractual obligations, such license or authorization shall be issued or extended or shall be issued or extended in due time.

The Parties shall not be obliged to supply, export or transfer of goods, technologies, software, results, services and information or to perform other contractual obligations of this Consortium Agreement if such supply would violate applicable import or export control laws or regulations.

In any such case each Party shall be entitled to terminate its participation in this Consortium Agreement with immediate effect. Compensation claims shall be excluded in case of any restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorization.

This Consortium Agreement, the Grant Agreement, and when such exists, addendum and any complementary agreement(s), shall constitute the entire agreement among the Parties in respect of the Project, and supersede all previous negotiations, commitments and documents concerning the Project including any memorandum of understanding among the Parties which relate to the Project or its proposal to the Funding Authority.

11.6. Language

This Consortium Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

11.7. Applicable law

This Consortium Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

11.8. Settlement of disputes

If, and to the extent that, any dispute, controversy or claim arising out or in connection with this Consortium Agreement which has not been settled amicably between the Parties, it shall submit, the dispute for final resolution by the courts of Brussels (Belgium) which shall have exclusive jurisdictions, unless another dispute resolution is agreed upon between the Parties in dispute.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

11.9 Copies

The Parties may sign and deliver this CA by electronic transmission. Each Party agrees that the delivery of this Consortium Agreement by electronic transmission shall have the same force and effect as delivery of original signatures and that each Party may use such electronic signatures as evidence of the execution and delivery of this Consortium Agreement by the Parties to the same extent that an original signature could be used.

12. Section Signatures

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

VITO, Vlaamse Instelling voor Technologisch Onderzoek NV

Signature(s)

Name(s): Dirk Fransaer

Title(s): Managing Director

Date:

INAGRO, Provinciaal Extern Verzelfstandigd Agentschap In Privaatrechtelijke Vorm vzw
Signature(s)

Name(s): Mia Demeulemeester
Title(s): Managing Director
Date:

ILVO, Eigen Vermogen Van Het Instituut Voor Landbouw en Visserijonderzoek
Signature(s)

Name(s): Joris Relaes

Title(s): Chairman of the Management Commission

Date:

Teagasc - Agriculture And Food Development Authority

Signature(s)

Name(s): Frank O'Mara

Title(s): Director of Research

Date:

GEUS, Geological Survey of Denmark and Greenland

Signature(s)

Name(s): Heidi C. Barlebo

Title(s): Head of department

Date:

UCSC, Università Cattolica Del SacroCuore

Signature(s)

Name(s): Prof. Franco Anelli

Title(s): Rector

Date:

Agencia Estatal Consejo Superior De investigaciones Cientificas
Signature(s)

Name(s) Cristina de la Puente
Title(s): Vice-president for Scientific and Technical Research
Date:

APCS, AssociazionePiaceCibo Sano

Signature(s)

Name(s): Miriam Bisagni

Title(s): President

Date:

PGI-NRI, PanstwowyInstytutGeologiczny - PanstwowyInstytutBadawczy
Signature(s)

Name(s): Andrzej Gąsiewicz
Title(s): Acting Director
Date:

VMW, Vlaamse Maatschappij Voorwatervoorziening Cvba

Signature(s)

Name(s): Hans Goossens

Title(s): General Director

Date:

ARPAE, Agenzia Regionale Prevenzione e Ambiente Energia dell'Emilia-Romagna

Signature(s)

Name(s):Giuseppe Biasini

Title(s): Director of Sezione Provinciale di Piacenza of ARPAE

Date:

UCPH, KØBENHAVNS UNIVERSITET

Signature(s)

Name(s): Kim Brinckmann

Title(s): Vice President

Date:

CUADLL, Comunitat d' Usuaris d' Aigües de la Vallbaixa i Delta del Llobregat

Signature(s)

Name(s): Jordi Castelló Rodríguez

Title(s): President of the CUADLL Governing

Date:

LL, LandboLimfjord

Signature(s)

Name(s): Nina Ottesen

Title(s): Chefkonsulent

Date:

SK, Skive Kommune

Signature(s)

Name(s) Michael Eilertsen

Title(s): Byg- & Miljøchef

Date:

ECL, Ecologic Association

Signature(s)

Name(s): Denuț Ioan

Title(s): President

Date:

UTC, UNIVERSITATEA TEHNICA CLUJ-NAPOCA

Signature(s)

Name(s):VasileTopa

Title(s):Rector

Date:

EWP, THE EUROPEAN WATER PARTNERSHIP AISBL

Signature(s)

Name(s):SergiyMoroz

Title(s): Policy Director

Date:

AB, AIGUES DE BARCELONA, EMPRESA METROPOLITANA DE GESTIO DEL CICLE INTEGRAL DE L'AIGUA SA
Signature(s)

Name(s): MaríaMonzóLlopis
Title(s): Director of Innovation and Knowledge
Date:

ITP, Instytut Technologiczno-Przyrodniczy

Signature(s)

Name(s): Waław Roman Strobel

Title(s): Director

Date:

CPABL, Consorci del Parc Agrari del Baix Llobregat

Signature(s)

Name(s): Raimon Roda

Title(s): Manager

Date:

ZUT, ZACHODNIOPOMORSKI UNIWERSYTET TECHNOLOGICZNY W SZCZECINIE

Signature(s)

Name(s): Jacek Wróbel

Title(s): Rector

Date:

GILL, Glanbia Ingredients Ireland Ltd.

Signature(s)

Name(s): Gordon Murphy

Title(s): Finance Director

Date:

University of Ulster

Signature(s)

Name(s): Nigel McFarland

Title(s): Senior Administrative Officer, Research Grants and Contracts

Date:

WCC, Wexford County Council

Signature(s)

Name(s): John Carley

Title(s): Director of Services

Date:

EFBW; European Federation of Bottled Waters

Signature(s)

Name(s): Patricia Fosselard

Title(s): Secretary General

Date:

VMM, Vlaamse Milieumaatschappij

Signature(s)

Name(s): Didier D'hont

Title(s): Head of department of Integrated water policy management

Date:

Attachment 1: Background included

According to the Grant Agreement (Article 24) Background is defined as “data, know-how or information (...) that is needed to implement the action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

PARTY 1

As to VITO, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Backend infrastructure (data model, data handling and processing) for visualisation of georeferenced monitoring measurements on map and in time series in a webviewer For the avoidance of doubt, WaterProtect® BE Software developed by or for third parties and/or financed by third parties are expressly excluded by granting Access Rights.	Beneficiaries have full access to the frontend viewer but not the backend. Data supplied to the webviewer can be accessed through user management by other parties, unless there are particular confidentiality issues specified in the Data Management Plan.	WaterProtect® BE Software is not available to other parties.

This represents the status at the time of signature of this Consortium Agreement.

PARTY 2

No data, know-how or information of INAGRO shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 3

No data, know-how or information of ILVO shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 4

As to Teagasc it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
The Irish case study will be supported by hydrochemometric data and management information data collected within the	Supportive data to be requested via ACP.	All data from commercial farms must be used according ACP agreement on confidentiality.

Agricultural Catchments Programme (ACP).		
New data will be collected within ACP catchments.		

PARTY 5

No data, know-how or information of GEUS shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party’s Results (Article 25.3 Grant Agreement). This represents the status at the time of signature of this Consortium Agreement.

PARTY 6

As to UCSC, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UCSC shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party’s Results (Article 25.3 Grant Agreement). This represents the status at the time of signature of this Consortium Agreement.

PARTY 7

As to [AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS (CSIC)] it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
CSIC hereby excludes from its obligation to grant Access Rights to Background: all Background generated by personnel, scientists or students at CSIC other than those directly involved in the Project; all Background generated by personnel, scientists or students at CSIC that are directly involved in the Project, which has been and/or will be derived outside the Project, for which CSIC, due to third party rights, is not able to grant Access Rights or for which the CSIC needs to get permission to grant Access Rights.	all Background generated by personnel, scientists or students at CSIC other than those directly involved in the Project; all Background generated by personnel, scientists or students at CSIC that are directly involved in the Project, which has been and/or will be derived outside the Project, for which CSIC, due to third party rights, is not able to grant Access Rights or for which the CSIC needs to get permission to grant Access Rights.	all Background generated by personnel, scientists or students at CSIC other than those directly involved in the Project; all Background generated by personnel, scientists or students at CSIC that are directly involved in the Project, which has been and/or will be derived outside the Project, for which CSIC, due to third party rights, is not able to grant Access Rights or for which the CSIC needs to get permission to grant Access Rights.

This represents the status at the time of signature of this Consortium Agreement.

PARTY 8

No data, know-how or information of APCShall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party’s Results (Article 25.3 Grant Agreement). This represents the status at the time of signature of this Consortium Agreement.

PARTY 9

No data, know-how or information of PGI-NRI shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party’s Results (Article 25.3 Grant Agreement). This represents the status at the time of signature of this Consortium Agreement.

PARTY 10

No data, know-how or information of VMW shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement). This represents the status at the time of signature of this Consortium Agreement.

PARTY 11

No data, know-how or information of ARPAE shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement). This represents the status at the time of signature of this Consortium Agreement.

PARTY 12

As to UCPH, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Partner 12 UCPH will use and adapt the 'Landscape Model' in the WaterProtect project. The landscape model is a spatially explicit, interactive decision support tool estimating leaching and retention effects of land use practices.	Frontend and scripts will be further developed and adapted as part of the work done and made accessible for all project partners. Underlying data used by the model can be accessed by project partners, except in the cases where UCPH do not have the full rights to distribute the data or where this is not fully resolved.	Underlying data used by the model can be accessed by project partners, except in the cases where UCPH do not have the full rights to distribute the data or where this is not fully resolved.

This represents the status at the time of signature of this Consortium Agreement.

PARTY 13

As to [Comunitat d' Usuarisd'Aigües de la VallBaixai Delta del Llobregat] (CUADLL) it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
CUADLL hereby excludes from its obligation to grant Access Rights to Background: all Background generated by personnel, scientists or students at CUADLL other than those directly involved in the Project; all Background generated by personnel, scientists or students at CUADLL that are directly involved in the Project, which has been and/or will be derived	all Background generated by personnel, scientists or students at CUADLL other than those directly involved in the Project; all Background generated by personnel, scientists or students at CUADLL that are directly involved in the Project, which has been and/or will be derived outside the Project, for which CUADLL, due to third party	all Background generated by personnel, scientists or students at CUADLL other than those directly involved in the Project; all Background generated by personnel, scientists or students at CUADLL that are directly involved in the Project, which has been and/or will be derived outside the Project, for which CUADLL, due to third party rights, is not able to grant

outside the Project, for which CUADLL, due to third party rights, is not able to grant Access Rights or for which the CUADLL needs to get permission to grant Access Rights.	rights, is not able to grant Access Rights or for which the CUADLL needs to get permission to grant Access Rights.	Access Rights or for which the CUADLL needs to get permission to grant Access Rights.
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 14

No data, know-how or information of LandboLimfjord shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement). This represents the status at the time of signature of this Consortium Agreement.

PARTY 15

No data, know-how or information of Skive Kommune shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement). This represents the status at the time of signature of this Consortium Agreement.

PARTY 16

As to Ecologic Association, it is agreed between the Parties that, to the best of their knowledge - No data, know-how or information of Ecologic Association shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement). This represents the status at the time of signature of this Consortium Agreement.

PARTY 17

No data, know-how or information of Universitatea Tehnica Cluj-Napoca shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement). This represents the status at the time of signature of this Consortium Agreement.

PARTY 18

No data, know-how or information of The European Water Partnership shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement). This represents the status at the time of signature of this Consortium Agreement.

PARTY 19

As to Agues de Barcelona (AB) it is agreed between the Parties that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
AB hereby excludes from its obligation to grant Access Rights to Background: all Background generated by personnel, scientists or students at AB other than those directly involved in the Project; all Background generated by personnel, scientists or students at AB that are directly involved in the Project, which	all Background generated by personnel, scientists or students at AB other than those directly involved in the Project; all Background generated by personnel, scientists or students at AB that are directly involved in the Project, which has been	all Background generated by personnel, scientists or students at AB other than those directly involved in the Project; all Background generated by personnel, scientists or students at AB that are directly involved in the Project, which has been and/or will

has been and/or will be derived outside the Project, for which AB, due to third party rights, is not able to grant Access Rights or for which the AB needs to get permission to grant Access Rights.	and/or will be derived outside the Project, for which AB, due to third party rights, is not able to grant Access Rights or for which the AB needs to get permission to grant Access Rights.	be derived outside the Project, for which AB, due to third party rights, is not able to grant Access Rights or for which the AB needs to get permission to grant Access Rights.
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 20

No data, know-how or information of Instytut Technologiczno-Przyrodniczy shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 21

No data, know-how or information of Consorci del Parc Agrari del Baix Llobregat shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 22

No data, know-how or information of Zachodniopomorski Uniwersytet Techniczny W Szczecinie shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 23

No data, know-how or information of Glanbia Ingredients Ireland Ltd. shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 24

No data, know-how or information of University Of Ulster shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 25

No data, know-how or information of Wexford County Council shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 26

No data, know-how or information of European Federation Of Bottled Waters shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

PARTY 27

No data, know-how or information of VlaamseMilieumaatschappij shall be needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article 25.3 Grant Agreement).

This represents the status at the time of signature of this Consortium Agreement.

Attachment 2: Accession document

ACCESSION

of a new Party to

[Acronym of the Project] Consortium Agreement, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Grant Agreement]

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting [date].

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE Grant Agreement]

hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the consortium starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

Attachment 3: List of third parties for simplified transfer according to Section 8.3.2.

Attachment 4: Identified Affiliated Entities according to Section 9.5

Attachment 5: Non-Disclosure Advisory Board Member

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (“**NDA**”) is made and entered into as of the ____ day of _____ (“**Effective Date**”) by and between:

VLAAMSE INSTELLING VOOR TECHNOLOGISCH ONDERZOEK NV, a public limited liability company duly organized under the laws of Belgium (Register of Legal Entities Turnhout VAT BE 0244.195.916), having its registered office situated at Boeretang 200, 2400 Mol, Belgium and hereby duly represented by Dirk Fransaer, Managing Director – hereafter the “Coordinator” or “VITO” and on behalf of the following parties to the Consortium Agreement of Action “WaterProtect” or “Innovative tools enabling drinking WATER PROTECTION in rural and urban environments” entered into on..... (“**WaterProtect Parties**”):

	Beneficiaries	Registered office	Authorized Representatives (Name and title)	Short name
1	Vlaamse Instelling voor Technologisch Onderzoek (the “Coordinator”)	Boeretang 200, 2400 Mol, Belgium (registered under the number 244.195.916)	Dirk Fransaer, Managing Director	VITO
2	INAGRO, PROVINCIAAL EXTERN VERZELFSTANDIGD AGENTSCHAP IN PRIVAATRECHTELIJKE VORM VZW	Ieperseweg 87, 8800 Rumbeke-Roeselare (registered under the number BE0417474241)	Mia Demeulemeester, Managing Director	INAGRO
3	EIGEN VERMOGEN VAN HET INSTITUUT VOOR LANDBOUW EN VISSERIJONDERZOEK	Burgemeester van Gansberghelaan 96, 9820 Merelbeke, Belgium	JorisRelaes, chairman of the management commission	ILVO
4	TEAGASC - AGRICULTURE AND FOOD DEVELOPMENT AUTHORITY	Teagasc, Oak Park, Carlow, Ireland	Frank O’Mara, Director of Research	Teagasc
5	Geological Survey of Denmark and Greenland	ØsterVoldgade 10, 1350 Copenhagen K	Heidi C. Barlebo, Head of department	GEUS
6	UNIVERSITA CATTOLICA DEL SACRO CUORE	Largo A. Gemelli 1 – 20123 Milano - Italy	Prof. Franco Anelli, Rector	UCSC
7	AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS	Calle Serrano 117, Madrid, 28006, Spain.	Cristina de la Puente, Vice-president for Scientific and Technical Research	CSIC
8	ASSOCIAZIONE PIACE CIBO SANO	Via san Bartolomeo 25/G Piacenza, 29121, Italy	Miriam Bisagni, President	APCS
9	PANSTWOWY INSTYTUT GEOLOGICZNY - PANSTWOWY INSTYTUT BADAWCZY	4 Rakowiecka Street, 00-975 Warsaw, Poland (registered in the National Registry of Enterprises under no. 0000122099)	Andrzej Gąsiewicz, Acting Director	PGI-NRI
10	VLAAMSE MAATSCHAPPIJ VOORWATERVOORZIENING CVBA	Vooruitgangstraat 189 1030 Brussel	Hans Goossens, General Director	VMW

11	AGENZIA REGIONALE PREVENZIONE E AMBIENTE ENERGIA DELL'EMILIA-ROMAGNA	Via Po, 5 40139 Bologna	Giuseppe Biasini Director of Sezione Provinciale di Piacenza of ARPAE	ARPAE
12	KØBENHAVNS UNIVERSITET	Nørregade 10, 1165 Copenhagen K, Denmark	Kim Brinckmann, Vice President	UCPH
13	Comunitat d' Usuaris d'Aigües de la VallBaixa i Delta del Llobregat	Avinguda Verge de Montserrat 133, 1-2ª 08820 el Prat de Llobregat (Barcelona) SPAIN	Jordi Castelló Rodríguez, President of the CUADLL Governing	CUADLL
14	Landbo Limfjord	Reservevej 85, 7800 Skive, Denmark	Nina Ottesen, Chefkonsulent	LL
15	Skive Kommune	Torvegade 10, 7800 Skive, Denmark	Michael Eilertsen, Byg- & Miljøchef	SK
16	Ecologic Association	430273, Baia Mare, Florilor Street, 8/36, Romania (registered under the number 35/2001)	Denuț Ioan, President	ECL
17	UNIVERSITATEA TEHNICA CLUJ-NAPOCA	400114, Cluj Napoca, Memorandumului street no. 28, Romania	Vasile Țopa, Rector, prof. univ. dr. engineer	UTC
18	THE EUROPEAN WATER PARTNERSHIP AISBL	Boulevard Louis Schmidt 64, Brussels Belgium 1040	Sergiy Moroz, Policy Director	EWP
19	AIGUES DE BARCELONA, EMPRESA METROPOLITANA DE GESTIO DEL CICLE INTEGRAL DE L'AIGUA SA	General Batet 1-7, 08026 Barcelona, Spain	María Monzó Llopis, Director of Innovation and Knowledge	AB
20	Instytut Technologiczno-Przyrodniczy	UL. AL HRABSKA 3, 05 090, FALENTY Poland (registered under the number 142173348)	Wacław Roman Strobel, Director	ITP
21	Consorci del Parc Agrari del Baix Llobregat	Camí de la Ribera s/n, AP 76, 08820 El Prat de Llobregat	Raimon Roda, Manager	CPABL
22	ZACHODNIOPOMORSKI UNIWERSYTET TECHNOLOGICZNY W SZCZECINIE	Al. Piastów 17, 70-310 Szczecin, Polska	Dr hab. inż. Jacek Wróbel, prof. ndzw. Rector	ZUT
23	Glanbia Ingredients Ireland Ltd.	Ballyconra, Ballyragget, Co Kilkenny	Gordon Murphy, Finance Director	GIIL
24	UNIVERSITY OF ULSTER	Cromore Road, Coleraine, BT52 1SA, Northern Ireland, UK	Mr Nigel McFarland, Senior Administrative Officer, Research Grants and Contracts	Ulster
25	Wexford County Council	County Hall, Carricklawn, Wexford, Ireland, Y35 WY93	John Carley, Director of Services	WCC

26	EUROPEAN FEDERATION OF BOTTLED WATERS	1 place des Barricades, BE-1000 Brussels BE0876 678 179	Patricia Fosselard, Secretary General	EFBW
27	VLAAMSE MILIEUMAATSCHAPPIJ	Dokter De Moorstraat 24-26, 9300 Aalst.	Didier D’hont (Head of department of Integrated water policy management)	VMM

the Coordinator and the WaterProtect Parties together as the “**Disclosing Parties**”

and

2. [Legal Entity Name], with its registered office situated at (“**Receiving Party**”).

WHEREAS:

A. The Receiving Party is willing to participate to the Advisory board established by the Disclosing Parties within ActionWaterProtect (“Purpose”).

B. The Disclosing Parties may, in conjunction with the aforesaid Purpose, disclose to the Receiving Party certain proprietary and/or confidential information and the Receiving Party is willing to undertake to restrict the use and further disclosure of such information.

NOW THEREFORE, it is hereby agreed as follows:

CONFIDENTIAL INFORMATION

For the purpose of this NDA, Confidential Information means any and all data and other information disclosed by the Disclosing Parties to the Receiving Party in connection with the Purpose, including, but not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, financial and/or commercial information and intellectual properties, whether in written, oral or other tangible or intangible forms (“**Confidential Information**”).

Confidential Information does not include any information that:

- is generally known to the public at the time of disclosure or later becomes generally known through no fault of the Receiving Party; or
- was known to the Receiving Party prior to disclosure by the Disclosing Parties as proven by the contemporaneous written records of the Receiving Party; or
- is disclosed to the Receiving Party by a third party who did not obtain such Confidential Information, directly or indirectly, from the Disclosing Parties subject to any confidentiality obligation.

CONFIDENTIALITY OBLIGATIONS

The Receiving Party shall treat Confidential Information as strictly confidential and may use the Confidential Information only for the Purpose set forth above. The Receiving Party shall not disclose or divulge, directly or indirectly, nor use for any purpose other than for the proper fulfilment of the Purpose of this NDA, any Confidential Information received from the Disclosing Parties in whatever form under or in connection with this NDA without the prior written permission of the Disclosing Parties. The Receiving Party agrees to treat the existence and the contents of this NDA as Confidential Information of the Disclosing Parties.

The Receiving Party shall in no event use a lower degree of care in safeguarding the Disclosing Parties’ Confidential Information than it uses for its own information of like sensitivity and importance and in any case not less than reasonable care.

The Receiving Party shall return to the Disclosing Parties or destroy all the materials containing the Disclosing Parties' Confidential Information immediately after (i) the completion of the Purpose, (ii) termination of this NDA or (iii) receipt of the written request thereto by the Disclosing Parties.

DISCLAIMERS

The Receiving Party agrees that Confidential Information is disclosed by the Disclosing Parties to the Receiving Party on "as is" and "with all faults" basis without warranty of any kind, either expressed or implied, including, but not limited to, any warranty of merchantability, fitness for a particular purpose and/or non-infringement of intellectual property rights of a third party.

No right or license whatsoever, expressed or implied, is granted by the Disclosing Parties to the Receiving Party pursuant to this NDA under any patent, patent application, trade secrets, trademark, copyrights, or any other proprietary right now or hereafter owned or controlled by the Disclosing Parties.

For the sake of clarity, this NDA shall not in any way constitute an offer or inducement of offer for a contract of any nature. No agency or partnership relationship is intended to be created under this NDA.

Failure or delay by the Disclosing Parties in exercising any right, power or privilege hereunder shall not operate as a waiver thereof, or any single or partial exercise thereof shall not preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

TERM

This NDA becomes effective on the Effective Date and shall remain in force unless terminated by either party hereto upon sixty (60) days prior written notice to the other party.

The obligations set forth in this NDA shall bind the Receiving Party during the term of this Agreement and for a period of five (5) years from the date of expiration of this NDA.

MISCELLANEOUS

The Receiving Party understands the value of the Confidential Information to the Disclosing Parties and the Disclosing Parties are entitled to compensation for all damage or loss.

The Receiving Party acknowledges that the Confidential Information made available under this NDA may be subject to export control regulations and laws governing trade sanctions and embargoes. The Receiving Party agrees to comply with all relevant export control regulations and shall be responsible for obtaining all necessary authorisations and/or export licenses.

This NDA constitutes the entire agreement and supersedes any prior written or oral agreements with respect to the subject matter hereof. This NDA shall not be altered, changed, supplemented or amended except by written instrument or instruments signed by the parties hereto.

Parties shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this NDA without the prior written consent of the other party.

This NDA shall be governed by and construed in accordance with the laws of Belgium excluding its rules for choice of law. Any dispute, controversy or claim arising out of or in connection with this NDA, or the breach, termination or invalidity thereof, shall be finally settled by the competent courts in Brussels (Belgium). Notwithstanding the foregoing, nothing in this NDA shall be deemed to limit the Disclosing Parties' rights to seek interim injunctive relief or to enforce an arbitration award in any court of law.

IN WITNESS whereof the parties hereto have caused this NDA to be duly signed and executed in two (2) original copies on the date written below.

Vlaamse Instelling voor Technologisch Onderzoek NV

BY:

NAME: Dirk Fransaer

TITLE: Managing Director

DATE:

[Legal Entity Name]

BY: [Signature]

NAME:

TITLE:

DATE:

N. proposta: PDEL-2017-62 del 18/05/2017

Centro di Responsabilità: Sezione Di Piacenza

OGGETTO: Sezione provinciale di Piacenza. Presa d'atto dell'approvazione del progetto HORIZON 2020 "Innovative tools enabling drinking WATER PROTECTION in rural and urban environments" - Waterprotect - ID 727450.

PARERE CONTABILE

Il sottoscritto Dott. Giuseppe Bacchi Reggiani, Responsabile dell'Area Bilancio e Controllo Economico, esprime parere di regolarità contabile ai sensi del Regolamento Arpae sul Decentramento amministrativo.

Data 19/05/2017

Il Dirigente
