

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

\* \* \*

**Atti amministrativi**

Deliberazione del Direttore Generale      n. DEL-2018-53 del 16/05/2018

Oggetto      Servizio Idro-Meteo-Clima. Presa d'atto dell'approvazione del progetto HORIZON 2020 “Laboratori a cielo aperto per l'individuazione di soluzioni naturali per la gestione dei rischi ambientali (OPEn-air laboRAtoRies for Nature baseD solUtions to Manage environmental risks)” - OPERANDUM – ID 776848-2.

Proposta      n. PDEL-2018-52 del 14/05/2018

Struttura proponente      Servizio Idro-Meteo-Clima

Dirigente proponente      Paccagnella Tiziana

Responsabile del procedimento      Paccagnella Tiziana

Questo giorno 16 (sedici) maggio 2018 (duemiladiciotto), presso la sede di Via Po n. 5, in Bologna, il Direttore Generale, Dott. Giuseppe Bortone, delibera quanto segue.

**Oggetto: Servizio Idro-Meteo-Clima. Presa d'atto dell'approvazione del progetto HORIZON 2020 “Laboratori a cielo aperto per l'individuazione di soluzioni naturali per la gestione dei rischi ambientali (OPEn-air laboRAatories for Nature baseD solUtions to Manage environmental risks)” - OPERANDUM – ID 776848-2.**

**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 finanzia la ricerca, l'innovazione e la competitività in Europa nel periodo 01/01/2014-31/12/2020;
- 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;
- che 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 sono di grande interesse per Arpae;

**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, a inizio 2017, è stata avviata la procedura per la selezione di progetti nell'ambito della priorità Sfide per la società sul tema: "Soluzioni naturali a larga scala per la riduzione del rischio idro-meteo (Large scale demonstrators on nature based solution for hydro-meteorological risk reduction)" bando a due fasi H2020-SC5-2017-TwoStage con scadenza seconda fase al 05/09/2017;

**VERIFICATO:**

- che Arpae ha partecipato al suddetto bando quale partner della proposta progettuale "OPEn-air laboRAtoRies for Nature baseD solUtions to Manage environmental risks" - OPERANDUM - presentato sull'apposita piattaforma elettronica (Participant portal) da Alma Mater Studiorum - Università di Bologna in qualità di partner capofila;
- che la citata proposta ha superato entrambe le fasi di valutazioni previste e Alma Mater Studiorum - Università di Bologna è stata invitata 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 20/04/2018 Alma Mater Studiorum - Università di Bologna ha sottoscritto l'Accordo di Sovvenzione (Grant Agreement n. 776848-2 agli atti) per la realizzazione del progetto OPERANDUM;
- che, successivamente alla sottoscrizione dell'Accordo di Sovvenzione n. 776848-2, tutti i partner dovranno firmare apposito accordo di partenariato al fine di gestire al meglio tutte

le attività previste nell'ambito del progetto;

CONSIDERATO:

- che il progetto OPERANDUM avrà durata di 48 mesi a decorrere dal 01/07/2018 e un budget complessivo pari a Euro 15.489.772,00;
- che l'obiettivo principale del progetto OPERANDUM, è lo sviluppo di soluzioni naturali o ibride naturali-artificiali (Natural Based Solution-NBS) per contrastare e mitigare gli effetti degli eventi meteorologici estremi sul territorio. Tali NBS saranno implementate in vari "laboratori a cielo aperto" (Open Air Laboratories- OALs), distribuiti sul territorio europeo tra gli stati membri del consorzio OPERANDUM, in aree naturali esposte a rischi idrometeorologici. Le fasi di progettazione, implementazione, costruzione, impiego operativo e monitoraggio delle NBS saranno il contributo non solo della parte tecnica, ma anche delle autorità e dei principali attori sociali ed economici presenti sul territorio. Gli OALs si caratterizzeranno per il forte carattere innovativo e per essere accettati positivamente dalla popolazione e dalle attività economiche presenti sul territorio;
- che compito di Arpae sarà la realizzazione di una duna costiera in area Bellocchio in provincia di Ferrara;
- che per la realizzazione del progetto potranno essere sostenuti da Arpae complessivamente costi per Euro 619.000,00 così articolati:
  - Costi di Personale: Euro 182.400,00
  - Trasferte: Euro 16.800,00
  - Servizi esterni: Euro 368.000,00 (inclusi accordi di collaborazione con altre PA, consulenti e revisore per certificazione dei costi)
  - Costi indiretti: Euro 51.800,00
- che dal finanziamento per la partecipazione al progetto deriverà per Arpae un'entrata pari a Euro 619.000,00;
- 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 OPERANDUM, sottoscrivendo l'Accordo di partenariato;
- che la partecipazione al progetto OPERANDUM 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 riduzione degli impatti prodotti sul territorio dagli eventi estremi meteorologici. In particolare nell'ambito del progetto saranno sperimentate sul territorio della nostra regione soluzioni naturali innovative che potranno, in caso di esito positivo, essere inserite nella pianificazione degli interventi di difesa futuri;

- che il Servizio Idro-Meteo-Clima possa fornire competenze e risorse nell'ambito di tale progetto, che risulta di estremo interesse per l'Agenzia;
- di individuare il Direttore del Servizio Idro-Meteo-Clima quale soggetto legittimato ad agire, in qualità di delegato del legale rappresentante di Arpa Emilia-Romagna, nell'ambito del Progetto OPERANDUM, nei confronti del partner capofila, in particolare sottoscrivendo apposito accordo di partenariato, finalizzato a disciplinare la collaborazione tra i partner nell'ambito del progetto;
- di delegare al Direttore del Servizio Idro-Meteo-Clima 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 Tiziana Paccagnella, Responsabile dell'Area Modellistica Meteorologica Marina, quale coordinatore e responsabile tecnico-scientifico del Progetto OPERANDUM;

#### DATO ATTO:

- che il budget assegnato ad Arpa Emilia-Romagna per la realizzazione del Progetto è gestito dal Servizio Idro-Meteo-Clima e dal Servizio Autorizzazioni e Concessioni di Ferrara;
- che il Servizio Idro-Meteo-Clima potrà, nell'arco della durata del progetto, coinvolgere nella realizzazione delle attività altre strutture di Arpa, 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 del Servizio Idro-Meteo-Clima, Dott.ssa Tiziana Paccagnella, la quale ha espresso, ai sensi del Regolamento per il Decentramento amministrativo, approvato con D.D.G. n. 87/2017, 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 per il Decentramento

amministrativo approvato con D.D.G. n. 87/2017;

- del parere favorevole espresso dal Direttore Amministrativo, Dott.ssa Massimiliana Razzaboni, e dal Direttore Tecnico, Dott. Franco Zinoni, reso ai sensi dell'art. 9, comma 5, della L.R. n. 44/95;
- che il responsabile del procedimento è la Dott.ssa Tiziana Paccagnella, Direttore del Servizio Idro-Meteo-Clima;

#### DELIBERA

1. di prendere atto dell'approvazione, da parte della Commissione Europea, del Progetto H2020 "Laboratori a cielo aperto per l'individuazione di soluzioni naturali per la gestione dei rischi ambientali (OPEN-air laboratories for Nature based solutions to Manage environmental risks)" - OPERANDUM – ID 776848-2;
2. di dare atto che Arpa Emilia-Romagna riveste il ruolo di partner nell'ambito del progetto OPERANDUM di cui Alma Mater Studiorum - Università di Bologna è partner capofila con compiti di coordinamento;
3. di dare atto che il progetto di cui trattasi avrà durata di 48 mesi a decorrere dal 1/7/2018 e pertanto si concluderà il 30/6/2022;
4. di dare atto che per la realizzazione del progetto potranno essere sostenuti da Arpa complessivamente costi per Euro 619.000,00 così articolati:

Costi di Personale:	Euro 182.400,00
Trasferte:	Euro 16.800,00
Servizi esterni:	Euro 368.000,00 (inclusi accordi di collaborazione con altre PA, consulenti e revisore per certificazione dei costi)
Costi indiretti:	Euro 51.800,00
5. di dare atto che il costo complessivo stimato per la realizzazione delle attività previste nel progetto OPERANDUM da parte di Arpa è pari ad Euro 619.000,00; tale importo è coperto interamente dal contributo della Commissione Europea;
6. di dare atto che, per Arpa Emilia-Romagna, il soggetto competente all'attuazione e alla gestione del Progetto OPERANDUM è il Servizio Idro-Meteo-Clima;
7. di individuare il Direttore del Servizio Idro-Meteo-Clima quale soggetto legittimato ad agire, in qualità di delegato del legale rappresentante di Arpa Emilia-Romagna, nell'ambito del Progetto OPERANDUM in particolare per la sottoscrizione dell'accordo di partenariato il cui schema è allegato sub A) al presente atto, e nei confronti di Alma Mater Studiorum - Università di Bologna, coordinatore del progetto;

8. di delegare al Direttore del Servizio Idro-Meteo-Clima l'adozione di ogni atto che si renda necessario per garantire lo svolgimento delle attività progettuali nel limite del budget assegnato;
9. di individuare la Dott.ssa Tiziana Paccagnella, Responsabile dell'Area Modellistica Meteorologica Marina, quale coordinatore e responsabile tecnico-scientifico del Progetto OPERANDUM;
10. di individuare nei seguenti collaboratori le competenze e le professionalità necessarie alla partecipazione di Arpae al progetto:
  - Dott.ssa Tiziana Paccagnella, con funzione di coordinamento della partecipazione di Arpae al progetto;
  - Dott.ssa Margherita Aguzzi, con funzione di supporto al coordinamento tecnico della partecipazione di Arpae al progetto;
  - Ing.ri Nunzio De Nigris e Maurizio Morelli, tecnici esperti nell'analisi dei dati ambientali in ambito marino-costiero;
  - Ing. Andrea Valentini, tecnico esperto in modellistica marino-costiera;
  - Dott. Davide Cesari, tecnico esperto in modellistica numerica meteo-marina;
  - Dott.ssa Barbara Ramponi, con funzione di referente amministrativo e finanziario per la gestione del progetto;
  - Rag.re Lucia Pirro e Luisella Iervolino, collaboratori amministrativi per la rendicontazione dei costi del progetto.

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)

**[LOGO]**

**HORIZON 2020 SC5-08-2017**

**CONSORTIUM AGREEMENT**

**Project acronym: OPERANDUM**

**Project full title: OPEn-air laboRAtories for Nature baseD solUtions to  
Manage environmental risks**

**Grant agreement no.: 776848**



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## 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 made on 01/07/2018, hereinafter referred to as the Effective Date

### **BETWEEN:**

- 1) Alma Mater Studiorum – Università di Bologna**, the Coordinator
- 2) Ilmatieteen Laitos**
- 3) Technische Universiteit Delft**
- 4) Helmholtz-Zentrum Geesthacht Zentrum Fur Material- Und Kuestenforschung GmbH**
- 5) Kentro Kainotomon Technologion AE**
- 6) University College Dublin, National University of Ireland, Dublin**
- 7) University of Surrey**
- 8) United Nations Educational, Scientific and Cultural Organization**
- 9) Luonnonvarakeskus**
- 10) Oesterreichische Akademie der Wissenschaften**
- 11) The Glasgow Caledonian University**
- 12) RINA Consulting S.p.A.**
- 13) Centro Italiano Ricerche Aerospaziali**

- 14) **University of Glasgow**
- 15) **Perifereia Stereas Elladas**
- 16) **PNO Consultants BV**
- 17) **Agenzia Regionale per la Prevenzione, l'Ambiente e  
l'Energia dell'Emilia-Romagna**
- 18)
- 19) **SWECO GmbH**
- 20) **Naturalea Conservacio, SL**
- 21) **KAJO SRO**
- 22) **Dublin City Council**
- 23) **Fondazione CMCC Centro Euro-Mediterraneo sui  
Cambiamenti Climatici**
- 24) **The University of Hong Kong**
- 25) **Cold and Arid Regions Environmental and Engineering  
Research Institute, Chinese Academy of Sciences**
- 26) **University of the Sunshine Coast**
- 27) **Institute of Remote Sensing and Digital Earth**

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

relating to the Action entitled

**OPEn-air laboRAtories for Nature baseD solUtions to Manage environmental risks**

in short

**OPERANDUM**

hereinafter referred to as “Project” or “Action”.

**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)

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 “Grant Agreement”).

The Parties are aware that this Consortium Agreement is based upon the DESCA 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 either herein or in the Rules for Participation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

“Consortium Body“:

Consortium Body means any management body described in the Governance Structure section of this Consortium Agreement.

“Consortium Plan”

Consortium Plan means the description of the Action and the related agreed budget as first defined in the Grant Agreement and its Annexes and which may be updated by the General Assembly.

"Funding Authority"

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

“Defaulting Party”

Defaulting Party means a Party which the General Assembly has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 4.2 of this Consortium Agreement.

“Legitimate interest(s)”

Legitimate interest includes but is not limited to academic or commercial interest or interest related to a Party’s corporate image, which breach would result in such Party suffering great financial or reputational harm in the cases provided for in this Consortium Agreement.

“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.

“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**

An entity 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.

An entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator and upon signature of the Grant Agreement. Such accession shall have effect from the date identified in the accession document.

### **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 terminated, or if a Party's participation in the Grant Agreement is terminated, 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.

The Parties agree that if a Party requests to terminate its participation in this Consortium Agreement, this request will be considered as a request for termination in the Grant Agreement, according to article 50.2. The provisions of the Grant Agreement and of this Consortium Agreement regarding termination shall apply as hereafter complemented.

If a Party wishes to terminate its participation in the Grant Agreement and this Consortium Agreement, it shall send a request in writing to the Coordinator. Such request shall fully set out the reasons for which such withdrawal is deemed necessary. The Coordinator submits the request to the competent Consortium body, who may require that certain conditions are fulfilled by the withdrawing Party, in the interest of the Project.

In case of one Party's withdrawal, the other Parties shall use reasonable endeavours to reach a timely agreement on how to reallocate the requesting Party's tasks under the Consortium Plan, and their related budget and EC contribution, so that the overall objectives of the Project can still be met after the Party's withdrawal. Following the decisions above, the Coordinator shall promptly notify the Commission, for its approval and any needed Grant Agreement amendment procedure.

### **3.3 Survival of rights and obligations**

The provisions relating to Access Rights, Results 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 General Assembly 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 the Coordinator, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project as soon as it becomes aware of it.

Each Party shall promptly provide all 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

Save in the case of Force Majeure, 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 General Assembly, will give formal written notice to such Party requiring that such breach will be remedied within 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 General Assembly may decide to declare the Party to be a Defaulting Party and then 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) 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. It 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.

Each Party involving, in any way, a third party, has to enter into a written agreement with such third parties specifying the third party's obligations arising from the Grant Agreement and this Consortium Agreement in order to allow the Party to fulfill its obligations toward the EC and towards the other Parties. The agreement will regulate, among others, obligations related to

reporting, confidentiality, compliance with financial provisions, including audit procedures, Background included and Access rights to Background and Results for implementation.

## **Section 5: Liability c**

### 5.1 No warranties

In respect of any information or materials (including 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
- no Party granting Access Rights shall 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 contractual 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, or punitive damages provided such damage was not caused by a wilful act or gross negligence.

A party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a wilful act or gross negligence.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's statutory liability.

### 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 which has been affected by a Force Majeure event will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

## **Section 6: Governance structure**

### 6.1 General structure

The organisational structure of the Consortium shall comprise the following Consortium Bodies:

**General Assembly** as the ultimate decision-making body of the consortium.



**Executive Board** as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly

The **Coordinator** is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

**OALs board.**

The **Project Manager** assists the Executive Board and the Coordinator.

**Risk Manager.** The Risk Manager will be appointed at the beginning of the project (kick-off meeting) with the task to assist the General Assembly and the Coordinator in the assessment of risks and in the definition of proposals for action.

**Communication and Dissemination Manager,** to be appointed at the beginning of the project (kick-off meeting), and will ensure high quality communication and dissemination for the project.

**Innovation Manager,** to be appointed at the beginning of the project (kick-off meeting) will ensure high visibility of the innovation aspects of OPERANDUM results.

**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 and may appoint a substitute or a proxy to attend and vote at any meeting, such substitute or proxy presenting a proxy statement to the chairperson of the Consortium Body; such substitute shall be bound by the non-disclosure obligations such as described in Section 10 of this Consortium Agreement;
- 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
General Assembly	At least twice a year, either online or face-to-face	At any time upon written request of at least 1/3 of the Members of the General Assembly
Executive Board	At least twice a year, either online or face-to-face	At any time upon written request of any Member of the Executive Board

Advisory Board	At least once a year, face-to-face or one online	At any time upon written request of any Member of the Executive Board
OAL Board	At least twice a year, one face-to-face and one online	At any time upon written request of any Member of the Executive Board

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
General Assembly	45 calendar days	15 calendar days
Executive Board	14 calendar days	7 calendar days
Advisory Board	14 calendar days	7 calendar days
OAL Board	14 calendar days	7 calendar 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.

General Assembly	21 calendar days, 10 calendar days for an extraordinary meeting
Executive Board	7 calendar days, 6 calendar days for an extraordinary meeting
Advisory Board	14 calendar days, 6 calendar days for an extraordinary meeting
OAL Board	14 calendar days, 6 calendar days for an extraordinary meeting

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.

General Assembly	8 calendar days, 5 calendar days for an extraordinary meeting
Executive Board	2 calendar days
Advisory Board	2 calendar days
OAL Board	2 calendar days

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.

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) 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 6.2.4.4, 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 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.

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

6.2.3.3 A Party may not vote on its identification to be in breach and on the decision of the decision making body for the declaration of such Party to be a Defaulting Party nor shall their presence account for the necessary quorum.

A Party which the General Assembly has declared according to Section 4.2 to be a Defaulting Party may not vote, nor shall their presence account for the necessary quorum.

The Coordinator may not vote on decisions regarding a proposal to the Commission for a change of the Coordinator.

6.2.3.4 Decisions shall be taken by consensus when possible, and by a majority of two-thirds (2/3) of the votes cast where a consensus decision could not be reached.

6.2.3.5 The present or represented Members may decline to participate in a vote of the General Assembly by stating that they abstain, in which case they shall not be counted for the purposes of determining the majority of the votes as described in Section 6.2.3.4. On the contrary, the abstaining Members shall be counted for the purpose of determining the quorum of validity.

6.2.3.6 When a decision has been adopted or rejected, it may be reconsidered and proposed in another further meeting of the General Assembly only if the request comes at the initiative of at least two-thirds of the Members.

### 6.2.4 Veto rights

6.2.4.1 A Member 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 15 calendar days after the draft minutes of the meeting are sent.

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.

The exercise of the veto shall be supported by a written justification by the Party exercising such veto:

- within 15 calendar days after the meeting at which the veto is exercised or
- within 15 calendar days after the draft minutes are sent.

In both cases the written justification will be made available to all Parties.

6.2.4.4 When a decision has been taken without a meeting a Member may veto such decision within 10 calendar days after written notification by the chairperson of the outcome of the vote.

6.2.4.5 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.

6.2.4.6 A Party may neither veto decisions relating to its identification to be in breach of its obligations under this Consortium Agreement or the Grant Agreement nor to its identification or declaration 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.

6.2.4.7 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. The chairperson shall send the draft minutes to all Members within 30 calendar days of the meeting.

6.2.5.2 The minutes shall be considered as accepted if, within 15 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 General Assembly

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

#### 6.3.1.1 Members

6.3.1.1.1 The General Assembly shall consist of one representative of each Party (hereinafter "General Assembly Member").

6.3.1.1.2 Each General Assembly 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.

6.3.1.1.3 The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

6.3.1.1.4 The Parties agree to abide by all decisions of the General Assembly.

This does not prevent the Parties to exercise a veto according to article 6.2.4 or submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

#### 6.3.1.2 Decisions

The General Assembly 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 Executive Board shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

(i) 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
- Modifications to Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.2.2)
- [Additions to Attachment 4 (Identified Affiliated Entities)]

(ii) Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- 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
- 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

(iii) Appointments

- Persons acting as Work Package leaders

#### 6.3.2 Executive Board

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

##### 6.3.2.1 Members

The Executive Board shall consist of the Coordinator and Work Package leaders.

The **Coordinator** shall chair all meetings of the Executive Board, unless decided otherwise by a majority of two-thirds.

#### 6.3.2.2 Minutes of meetings

Minutes of Executive Board meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

#### 6.3.2.3 Tasks

The Executive Board shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section 6.3.1.2.

The Executive Board shall seek a consensus among the Parties.

The Executive Board shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

The Executive Board shall monitor the effective and efficient implementation of the Project.

In addition, the Executive Board shall collect information 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 the General Assembly.

The Executive Board shall:

- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables
- prepare 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 the Grant Agreement Article 29.

In the case of abolished tasks as a result of a decision of the General Assembly, the Executive Board shall advise the General Assembly 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 Coordinator**

6.3.3.1 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.

6.3.3.2 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, including copies of Accession documents and changes of contact information to the Parties.
- 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.

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.

6.3.3.3 If the Coordinator fails in its coordination tasks, the General Assembly may propose to the Funding Authority to change the Coordinator.

6.3.3.4 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

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

#### **6.3.4 Project Manager**

The Project Manager shall be proposed by the Coordinator and it shall assist and facilitate the work of the Executive Board and the Coordinator for executing the decisions of the General Assembly as well as the day-to-day management of the Project.

#### **6.3.5 Risk Manager**

The Risk Manager will be appointed at the beginning of the Project with the task to assist the General Assembly and the Coordinator in the assessment of risks and in the definition of proposals for action. The Risk Manager will assess the progress of the Project and check it against the risk assessment plan, highlighting the occurrence of risks and providing proposals for solution.

#### **6.3.6 Communication and Dissemination Manager**

The Communication & Dissemination Manager (CDM), to be appointed at the beginning of the Project, and will ensure high quality communication and dissemination for the Project. The CDM will be working in close cooperation with the Coordinator and Executive Board and will be responsible:

- to track project results and to propose to the EB the strategies for its dissemination
- to support networking and dissemination activities, by increasing the visibility of project results within the international scientific community, European research and innovation initiatives, target users, media (Magazines, web portals, newspapers, radio and TV interviews), etc.
- to prepare the communication material and the project newsletter
- to constantly update the project website

#### **6.3.7 Innovation Manager**

The Innovation manager (IM), to be appointed the beginning of the Project will ensure high visibility of the innovation aspects of OPERANDUM results. The IM will be working in close collaboration with the Coordinator and Executive Board and will be responsible:

- to track innovation aspects of OPERANDUM results;
- to support partners in exploring opportunities for patents

#### **6.3.8 OALs Board**

This board includes the leaders of each OAL in the seven European countries and co-advise the WP leaders with respect to the implementation phase of the NBS (Nature Based Solutions).

#### **6.3.9 Advisory Board (AB)**

An Advisory Board (AB) is a group of 5 external high level experts as identified in the Grant Agreement. The AB shall be consulted to facilitate the decisions of the General Assembly and provide specific advice on project activities and Results. The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each AB member. Its terms shall be not less stringent than those stipulated in this Consortium Agreement and it shall be concluded, no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The Coordinator shall write the minutes of the AB meetings and prepare the implementation of the AB's suggestions. The AB members shall be allowed to participate in General Assembly meetings upon invitation but shall not have any voting rights.]

## **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 except as provided for in Article 4.2 of the Grant Agreement..

#### 7.1.4 Return of excess payments; receipts

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

7.1.4.2 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. If the Party leaving the consortium has incurred justifiable costs since the last financial reporting, it shall be able to submit a final claim to the Funding Authority and receive the accepted costs prior to leaving. 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 the 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. 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.

### 7.3.2

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 without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Funding Authority will be paid to the Party concerned. The above mentioned payment modality can be derogated only following a decision of the General Assembly

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 :

- The total pre-financing will be paid upon receipt of the instalment by the Funding Authority
- First interim payment will be paid:
  - Upon receipt of the instalment by the Funding Authority if the Party reported in the first periodic report at least 40% of its budgeted costs
  - Payment will be delayed until M24 (24 months) of the project, if the Party did not report costs in the first periodic report covering 40% of its budgeted costs: The payment at M24 (24 months) is subject to completion of activities and to provision of cost evidence.
- a second instalment up to 85% of the total grant amount, after the approval of the second report;
- a final balance, after the approval of the final report.

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

The Coordinator is entitled to recover any undue payment already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.

## **Section 8: Results**

### **8.1 Ownership of Results**

Results are owned by the Party that generates them.

#### **8.1.1 Joint ownership of Results**

Joint ownership is governed by Grant Agreement Article 26.2 with the following additions. In case of joint ownership of Results in this Project, joint-owners' shares of ownership shall be proportional to the intellectual contribution invested in generating that specific Result. The joint owners shall agree on shares of ownership, all protection measures and on the division of related costs in a joint ownership agreement to be negotiated prior to any use of such jointly owned Results.

#### **8.1.2 Use of jointly owned Results**

Where no joint ownership agreement has yet been concluded or in absence of a joint ownership agreement, each of the joint owners shall be entitled to use the jointly owned Results as follows:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial purposes, including research or educational activities, on a royalty-free basis and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:

(a) at least 45 calendar days advance a notice and and

(b) Fair and reasonable compensation.

Notwithstanding letter a) above, in case the non-exclusive licenses are granted to third parties for commercial purposes, the prior written consent of the joint owners shall be obtained. Prior written consent can only be withheld if such a consent contradicts a parties' Legitimate interest(s).

In respect of situation specified in letter a) above, the other joint owners may also, on the basis of Legitimate interests, refuse to give consent or set specific terms and conditions which need to be approved and adhered to by the requesting joint owner prior to give approval.

### **8.2 Transfer of Results**

8.2.1 Each Party may transfer ownership of its own Results or, of its own share of jointly owned Results, unless agreed otherwise in a joint ownership agreement following the procedures of Article 30 of the Grant Agreement .

8.2.2 Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment 3 to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

8.2.3 The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

Any addition to Attachment (3) after signature of this Agreement requires a decision of the General Assembly.

8.2.4 The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement. In this case, notice of the transfer will be given as soon as possible and in any case not later than 30 (thirty) calendar days after the transfer.

8.2.5 The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.

### 8.3 Dissemination

8.3.1 For the avoidance of doubt, nothing in Section.8.3 has impact on the confidentiality obligations set out in Section 10.

#### 8.3.2 Dissemination of own Results

8.3.2.1 During the Project and for a period of 1 year after the end of the Project, 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 publication shall be given, including copy of the proposed publication, to the other Parties at least 45 calendar days before the intended date of publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.2.2 An objection is justified if the intended publication:

- (a) would prevent patenting or other protection of the objecting Party's Results by registration; or
- (b) would significantly harm the objecting Party's Legitimate interests in relation to the Results or Background ; or
- (c) include Background, unpublished Results or Confidential Information of the objecting Party.

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

8.3.2.3 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 publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

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

#### 8.3.3 Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published. The Party owning the Results or Background amalgamated with the Results of the Party wishing to publish shall be entitled to object to the planned publication in accordance with article 8.3.2.

#### 8.3.4 Cooperation obligations

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

#### 8.3.5 Use of names, logos or trademarks of the Parties

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.

#### 8.3.6 Use of logo or trademarks of the Project

8.3.6.1 Each Party shall be entitled to use any logo or trademark of the Project royalty-free and on a non-exclusive basis for the purpose of carrying out of the Project only, even if such logo or trademark has been filed by a single Party only in accordance with Section 8.3.6.2 below. The logo or trademark of the Project shall not be used for any other purpose unless agreed by the Parties in a separate agreement.

8.3.6.2 The Parties shall agree on further guidelines and/or rules on use of the logo and/or trademark of the Project and its possible needed protection measures in a specific agreement. Moreover, no Party may appropriate such logo or trademark, either by registration or by any other means without the prior agreement of the other Parties.

## **Section 9: Access Rights**

### 9.1 Background included

9.1.1 In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything (including without limitation data, know-how or information not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.1.2 Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the General Assembly is needed should a Party wish to modify or withdraw its Background in Attachment 1.

### 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.

9.2.2 Any Access Rights granted expressly exclude any rights to sublicense unless expressly agreed otherwise in writing by all 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 such Access Rights will be used only for the intended purposes, only for so long as it is necessary for such intended purposes 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.

9.4 Access Rights for Exploitation

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

Access Rights to Results for further non-commercial 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, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions.

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

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 Parties entering the consortium

As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

### 9.7.2 Parties leaving the consortium

#### 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 General Assembly to terminate its participation in the consortium.

##### 9.7.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation. It 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

Any Party leaving the Project 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 Project.

## 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 a software programme.

“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.

The 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.

The intended introduction of Intellectual Property (including, but not limited to Software) under Controlled Licence Terms in the Project requires the approval of the General Assembly 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 which 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.

#### 9.9 Specific Provisions for Material Transfer

Parties agree that the transfer of material for the performance of the Project shall be implemented by a Material Transfer Agreement (MTA) as set out in Attachment 7.

### **Section 10: Confidentiality**

10.1 All information of whatever nature, and in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during and for its implementation and or has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 4 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 of the Disclosing Party;
- to ensure that distribution of Confidential Information internally to their organization 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 and third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, 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;
- 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 without any obligation of confidentiality and/or restrictions on its use to the Disclosing Party; 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 provisions of 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 of said request, 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 8.2.2)
- Attachment 4 (Identified Affiliated Entities)
- Attachment 5: Material Transfer Agreement - draft

In case the terms of this Consortium Agreement are in conflict or inconsistent with the terms of the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the terms of the Attachments of this Consortium Agreement 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 in Section 6.3.3.4., 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 this Consortium Agreement (Sections 4.2, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice 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 . Any change to the bank account details shall be immediately notified by the respective Party to the Coordinator.

### 11.4 Assignment and amendments

Except as set out in Section 8.2, 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 6.3.1.2 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.

### 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.

Any translation shall be for convenience only and shall have no legal effects.

### 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

The Parties shall endeavour to settle amicably any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

If, and to the extent that, any such dispute, controversy or claim has not been settled amicably within 90 days, the courts of Brussels shall have exclusive jurisdiction.

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

#### 11.9 Personal Data

Each Party ensures that any processing of personal data carried out for or in occasion of the Project is legitimate and compliant with its national privacy law. Each Party also ensures that any supply of personal data to any other Party is legitimate and compliant with its national privacy law.

### **Section 12: 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

## **1 Alma Mater Studiorum – Università di Bologna**

Signature(s)

Professor Nicola Semprini Cesari

Director of Department of Physics and Astronomy

Date

## **2 Ilmatieteen Laitos**

Signature(s)

Sami Niemelä

Meteorological and Marine Research Programme, Director

Date

### **3 Technische Universiteit Delft**

Signature(s)

Name(s) and surname(s)

Title(s)

Date

**4Helmholtz-Zentrum Geesthacht Zentrum Fur Material- Und  
Kustenforschung GmbH**

Signature(s)

Wolfgang A. Kaysser

Director

Date

Michael Ganß

Director



**5Kentro Kainotomon Technologion AE**

Signature(s)

Michael Loupis

Technical Director

Date

**6University College Dublin, National University of Ireland, Dublin**

Signature(s)  
Name(s) and surname(s)  
Title(s)  
Date

**7University of Surrey**

**Signature(s)**

**Ms**

**Director, Research & Innovation Services**

**Sue**

**Date**

**Angulatta**

**8United Nations Educational, Scientific and Cultural Organization**

Signature(s)  
Name(s) and surname(s)  
Title(s)  
Date

**9Luonnonvarakeskus**

Signature(s)

Johanna Buchert

Executive Vice President, research

Date

**10 Oesterreichische Akademie der Wissenschaften**

Signature(s)

Dr. Stefan Echinger

Director of Institutes and Infrastructure

Date

**11The Glasgow Caledonian University**

Signature(s)

Professor Cam Donaldson

Vice Principal and Pro-Vice Chancellor (Research)

Date

**12RINA Consulting S.p.A.**

Signature(s)  
Donato Zangani  
R&D Manager  
Date



**13Centro Italiano Ricerche Aerospaziali**

Signature(s)  
Name(s) and surname(s)  
Title(s)  
Date

**14University of Glasgow**

Signature(s)

Mr Joe Galloway

Research Support Manager, Overseas

Date

**15Perifereia Stereas Elladas**

Signature(s)

Konstantinos Bakogiannis

Governor

Date

**16PNO Consultants BV**

Signature(s)

H.R.P.J. (Roger) Brouwers

Director

Date

**17 Agenzia Regionale per la Prevenzione, l'ambiente e L'energia  
dell'Emilia-Romagna**

Signature(s)

Tiziana Paccagnella

Director of Arpae SIMC

Date

**18SWECO GmbH**

Signature(s)

Hans-Jürgen Smidt

Managing Director, Team Leader Water & Transportation

Date

**19Naturalea Conservacio, SL**

Signature(s)  
Albert Sorolla I Edo  
Technical director  
Date

**20KAJO SRO**

Signature(s)  
Name(s) and surname(s)  
Title(s)  
Date



**21Dublin City Council**

Signature(s)  
Name(s) and surname(s)  
Title(s)  
Date

**22Fondazione CMCC Centro Euro-Mediterraneo sui Cambiamenti Climatici**

Signature(s)

Dr. Antonio Navarra

President of Fondazione Centro Euro-Mediterraneo sui Cambiamenti Climatici

Date

**23The University of Hong Kong**

Signature(s)  
Professor Tzi Sum Andy HOR  
Vice-President and Pro-Vice-Chancellor (Research)  
Date

**24Cold and Arid Regions Environmental and Engineering Research  
Institute, Chinese Academy of Sciences**

Signature(s)

Xian Xue

Professor

Date

**25University of the Sunshine Coast**

Signature(s)  
Name(s) and surname(s)  
Title(s)  
Date

**26Institute of Remote Sensing and Digital Earth**

Signature(s)  
Name(s) and surname(s)  
Title(s)  
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 [NAME OF THE PARTY], it is agreed between the Parties that, to the best of their knowledge (*please choose*),

Option 1: 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)

Option 2: No data, know-how or information of [NAME OF THE PARTY] 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 2**

As to [NAME OF THE PARTY], it is agreed between the Parties that, to the best of their knowledge (*please choose*)

Option 1: 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)

Option 2: No data, know-how or information of [NAME OF THE PARTY] 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**

As to [NAME OF THE PARTY], it is agreed between the Parties that, to the best of their knowledge (*please choose*)

Option 1: 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)

Option 2: No data, know-how or information of [NAME OF THE PARTY] 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 Helmholtz-Zentrum Geesthacht Zentrum für Material- und Küstenforschung GmbH (henceforth HZG), it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of Helmholtz-Zentrum Geesthacht Zentrum für Material- und Küstenforschung GmbH (henceforth HZG) 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 5**

As to Kentro Kainotomon Technologion AE , it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of Kentro Kainotomon Technologion AE 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 [NAME OF THE PARTY], it is agreed between the Parties that, to the best of their knowledge (*please choose*)

Option 1: 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	Specific limitations and/or conditions for exploitation
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	(Article 25.2 Grant Agreement)	(Article 25.3 Grant Agreement)

Option 2: No data, know-how or information of [NAME OF THE PARTY] 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 The University of Surrey, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of **The University of Surrey** 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 8**

As to [NAME OF THE PARTY], it is agreed between the Parties that, to the best of their knowledge (*please choose*)

Option 1: 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)

Option 2: No data, know-how or information of [NAME OF THE PARTY] 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 9**

As to Luonnonvarakeskusit is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of Luonnonvarakeskus 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**

As to Oesterreichische Akademie der Wissenschaften, it is agreed between the Parties that, to the best of their knowledge (*please choose*)

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

As to OeAW, it is agreed between the Parties that, to the best of their knowledge, Access Rights to any Background which is owned by OeAW and that has been created and developed by the staff acting under the direction of Dr. Martin Rutzinger at the Institute for Interdisciplinary Mountain Research as far as it is needed to duly perform the work within the "OPERANDUM"-project, shall be granted by OeAW.

OeAW excludes all Background that

- has been created by its researchers other than those members of the "OPERANDUM"-Project Team directly involved in carrying out the "OPERANDUM"-Project.
- has been derived by members of the "OPERANDUM"-Project Team, which is outside the scope of the tasks allocated to OeAW under the "OPERANDUM"-Project.
- due to Third-Parties' rights it is unable to grant access-rights to.
- is held by OeAW but owned by a Third Party.

OeAW specifically excludes all know-how in patents and current patent applications and furthermore any un-published work that has been carried out and which is not already in the public domain.

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

#### **PARTY 11**

As to Glasgow Caledonian University, it is agreed between the Parties that, to the best of their knowledge (*please choose*)

: No data, know-how or information of Glasgow Caledonian University 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 RINA Consulting S.p.A., it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of RINA Consulting S.p.A. 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 13**

As to [NAME OF THE PARTY], it is agreed between the Parties that, to the best of their knowledge (*please choose*)

Option 1: 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)

Option 2: No data, know-how or information of [NAME OF THE PARTY] 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 14**

As to University of Glasgow, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of University of Glasgow 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**

As to Perifereia Stereas Elladas, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of **Perifereia Stereas Elladas** 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 PNO CONSULTANTS, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of PNO CONSULTANTS 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**

As to Agenzia Regionale per la Prevenzione, l'Ambiente e l'Energia (Arpae), 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)
COSMO meteorological forecast model (the property rights are defined by the following document " <u>Lami Agreement</u> ")	Data available within the partnership and for OPERANDUM project purposes only.	Usage submitted to written authorization and/or agreement between the parties.
LAMA meteorological analysis model	Data available within the partnership and for OPERANDUM project purposes only..	Usage submitted to written authorization and/or agreement between the parties.
AdriaROMS oceanographic model for the Adriatic Sea	Data available within the partnership and for OPERANDUM project purposes only..	Usage submitted to written authorization and/or agreement between the parties.
SWAN-MEDITARE (Mediterranean-Italian-Regional Seas) wave model	Data available within the partnership and for OPERANDUM project purposes only.	Usage submitted to written authorization and/or agreement between the parties.
Historical and near-real time data recorded by meteorological, hydrological and sea stations belonging to ARPAAE-SIMC	Free available by the web address: <a href="http://www.smr.arpa.emr.it/dext3r/">http://www.smr.arpa.emr.it/dext3r/</a>	Free available by the web address: <a href="http://www.smr.arpa.emr.it/dext3r/">http://www.smr.arpa.emr.it/dext3r/</a>
Coastal sedimentological and morphological data of Emilia-Romagna	Arpae is authorized to use these data belonging to Emilia-Romagna Region	Data may be shared only after approval by Emilia-Romagna Region and written authorization and/or agreement between the parties
XBeach hydro-morphological model for coastal areas	Data available within the partnership and for OPERANDUM project purposes only.	Usage submitted to written authorization and/or agreement between the parties.

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

## PARTY 18

As to SWECO GmbH, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of SWECO GmbH 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 Naturalea Conservació, S.L, it is agreed between the Parties that, to the best of their knowledge (*please choose*)

No data, know-how or information of Naturalea Conservació, S.L 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 20**

As to KAJO SRO it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of KAJO SRO] 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**

As to [NAME OF THE PARTY], it is agreed between the Parties that, to the best of their knowledge (*please choose*)

Option 1: 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)

Option 2: No data, know-how or information of [NAME OF THE PARTY] 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**

As to Fondazione Centro Euro-Mediterraneo sui Cambiamenti Climatici, 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	Specific limitations and/or conditions for exploitation (Article 25.3 Grant

	Agreement)	Agreement)
Fondazione CMCC shall include in its obligation to grant Access Rights to the Background which is Needed for the implementation of the project and which is generated by Fondazione CMCC scientists involved in the OPERANDUM Project as detailed and mentioned in the Description of the Action and in accordance with the provisions set out in Section 9.	<p>Fondazione CMCC Background includes only software and data that are wholly Fondazione CMCC property. It does not include software and data owned wholly or in part by third parties and used by Fondazione CMCC under license or permission.</p> <p>The Access rights are granted for the purpose of the OPERANDUM Project only and may be restricted if this results in the infringement of third party rights.</p> <p>Fondazione CMCC excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>	<p>Fondazione CMCC Background includes only software and data that are wholly Fondazione CMCC property. It does not include software and data owned wholly or in part by third parties and used by Fondazione CMCC under license or permission.</p> <p>The Access rights are granted for the purpose of the OPERANDUM Project only and may be restricted if this results in the infringement of third party rights.</p> <p>Fondazione CMCC excludes from its obligation to grant Access Rights to any Background Knowledge that has been generated under contracts with commercial third parties unless specific authorization is requested and granted in accordance with Section 9.</p>

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

**PARTY 23**

As to The University of Hong Kong it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of The University of Hong Kong 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**

As to Cold and Arid Regions Environmental and Engineering Research Institute, Chinese Academy of Sciences 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	Specific limitations and/or conditions for exploitation

	(Article 25.2 Grant Agreement)	(Article 25.3 Grant Agreement)
The meteorological records from the observation stations,	No	No
runoff records for the watershed outlet	No	Should not be published
land degradation and salinization monitoring results	With pixel size larger than 10 m	Should not be published
Water management regulations	No	No
Salt tolerant microorganisms	With legislation permission	Related experiments should be conducted in the Shiyanghe River watershed

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

### PARTY 25

As to [NAME OF THE PARTY], it is agreed between the Parties that, to the best of their knowledge (*please choose*)

Option 1: 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)

Option 2: No data, know-how or information of [NAME OF THE PARTY] 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

As to **Institute of Remote Sensing and Digital Earth, Chinese Academy of Sciences**, 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)
ETMonitor: a remote sensing based model for evapotranspiration estimate	The codes of ETMonitor will not be shared with partners	No

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 8.2.2.]**

[NAME OF THE PARTY]:

[NAME OF THE PARTY]:

**[Option: Attachment 4: Identified Affiliated Entities according to Section 9.5]**

[NAME OF THE PARTY]:

[NAME OF THE PARTY]:

**Attachment 5: Material Transfer Agreement - draft**

Simple Letter Agreement for the Transfer of Materials

**In response to the RECIPIENT’s request for the MATERIAL [insert description] . . .the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:**

The above MATERIAL is the property of the PROVIDER and is made available in the frame of the [name of the Project] project.

**THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.**

The MATERIAL will be used for not-for-profit research purposes only.

The MATERIAL will not be further distributed to others without the PROVIDER’s written consent.

The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.

The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.

Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damage against it by third parties which may arise from the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or wilful misconduct of the PROVIDER.

The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

The MATERIAL is provided at no cost.

**The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.**

**PROVIDER INFORMATION and AUTHORISED SIGNATURE**

**Provider Scientist:** .....

**Provider Organisation:** .....

**Address:** .....

**Name of Authorised Official:** .....

**Title of Authorised Official:** .....

**Certification of Authorised Official: This Simple Letter Agreement \_\_has / \_\_has not [check one] been modified. If modified, the modifications are attached.**

**Signature of Authorised Official ..... and Date ...**

**RECIPIENT INFORMATION and AUTHORISED SIGNATURE**

**Provider Scientist:** .....  
**Provider Organisation:** .....  
**Address:** .....  
**Name of Authorised Official:** .....  
**Title of Authorised Official:** .....  
**Signature of Authorised Official:** .....  
**Date:** .....

**Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.**

**Signature of Recipient Scientist ... and Date ...**

N. proposta: PDEL-2018-52 del 14/05/2018

**Centro di Responsabilità: Servizio Idro-Meteo-Clima**

**OGGETTO: Servizio Idro-Meteo-Clima. Presa d'atto dell'approvazione del progetto HORIZON 2020 "Laboratori a cielo aperto per l'individuazione di soluzioni naturali per la gestione dei rischi ambientali (OPEn-air laborATORies for Nature baseD solUTions to Manage environmental risks)" - OPERANDUM – ID 776848-2.**

**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 14/05/2018

Il Dirigente

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