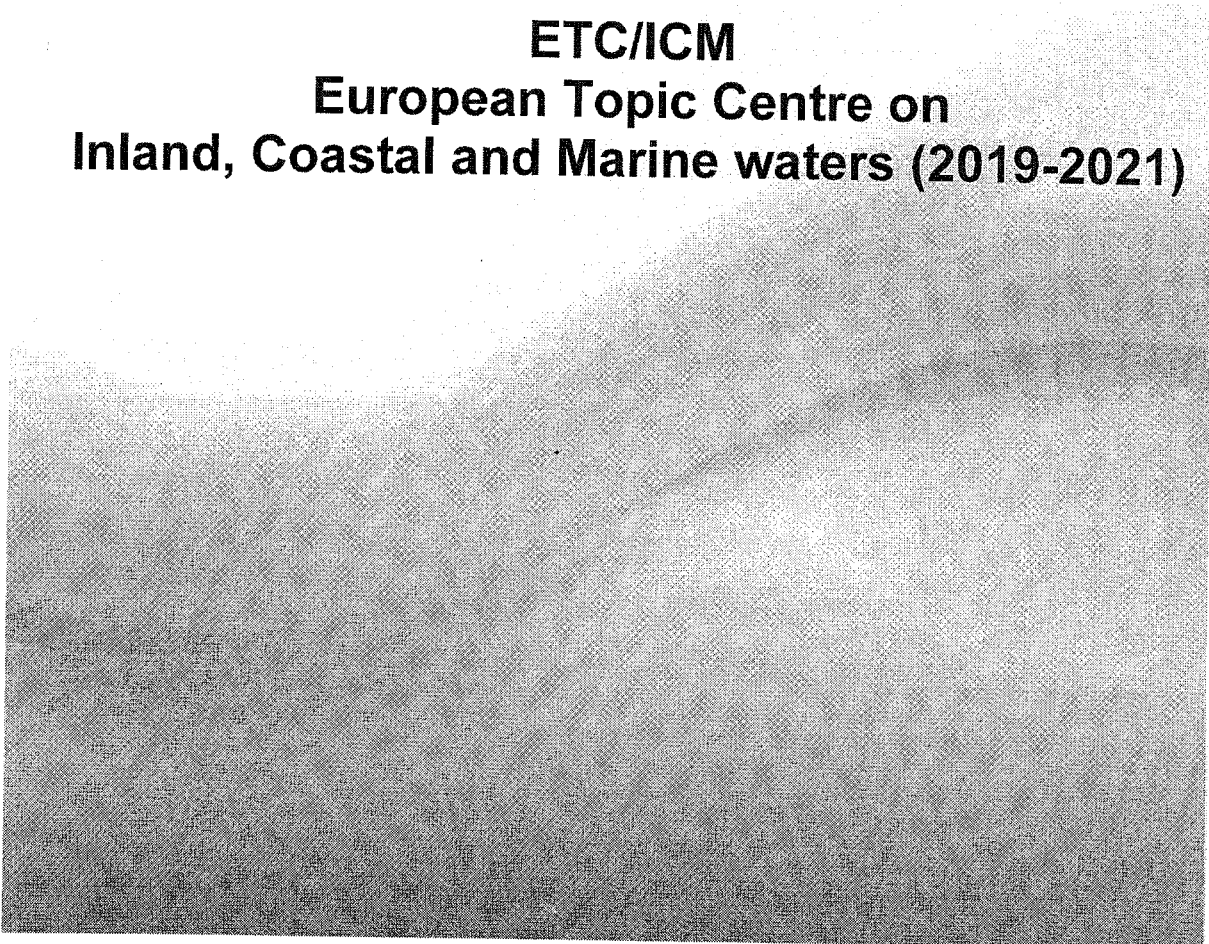


# Consortium Agreement

## ETC/ICM European Topic Centre on Inland, Coastal and Marine waters (2019-2021)



submitted by the coordinating organization:

*Helmholtz-Zentrum für Umweltforschung GmbH - UFZ (UFZ),  
Permoserstrasse 15, 04318 Leipzig  
Germany*

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**CONSORTIUM AGREEMENT**  
**under Article 1.2.3 of the Special Conditions of the**  
**Framework Partnership Agreement number OCP/EEA/NSS/18/002-ETC/ICM**  
**regarding the operation, cooperation and management of the**  
**European Environment Agency's European Topic Centre on Inland, Coastal and Marine**  
**waters 2019-2021 ("Consortium Agreement")**

WHEREAS, the European Environment Agency (hereinafter the "Agency") made an "OPEN CALL FOR PROPOSALS for the award of a Framework Partnership Agreement concerning the European Topic Centre on Inland, Coastal and Marine waters 2019-2021, (hereinafter referred to as "ETC/ICM"), reference number OCP/EEA/NSS/18/002-ETC/ICM cf. Annex A;

WHEREAS, the Coordinator on behalf of the Consortium submitted a Proposal for the award of a Framework Partnership Agreement concerning the European Topic Centre Inland, coastal and Marine 2019-2021 on 28<sup>th</sup> April 2018 to the Agency, cf. Annex B (the Proposal);

WHEREAS each partner identified in the Framework partnership Agreement signed Form A "Accession to Framework partnership Agreement no. OCP/EEA/NSS/18/002-ETC/ICM" cf. Annex C (the Framework Partnership Agreement)

WHEREAS, the Framework Partnership Agreement for the European Environment Agency's European Topic Centre on Inland, Coastal and Marine waters (Framework Partnership Agreement (OCP/EEA/NSS/18/002-ETC/ICM), was on 11<sup>th</sup> July 2018 awarded to the Consortium;

WHEREAS, the Framework Partnership Agreement No. OCP/EEA/ACC/18/002-ETC/ICM, cf. Annex C, was signed on 27<sup>th</sup> July 2018 and 20<sup>th</sup> August 2018 by the Coordinator and the Agency respectively;

WHEREAS, the Partners wish to specify and supplement between themselves the provisions of the Framework Partnership Agreement in line with Article 1.2.3 of the Framework Partnership Agreement and wish to lay down general rules related to the internal operation and management of the Consortium and the implementation of the Framework Partnership Agreement and Specific Agreements, including any necessary intellectual property provisions.

**NOW, THEREFORE, the Partners have on this day agreed as follows:**

## **1. Definitions**

1.1 The terms defined in the Framework Partnership Agreement and any Specific Agreement shall have the same meaning in this Consortium Agreement unless the context otherwise required.

1.2 The Coordinator shall mean Helmholtz-Zentrum für Umweltforschung GmbH - UFZ (UFZ)

1.3 The ETC Manager shall mean the ETC Lead of the Coordinator, Prof. Dr. Dietrich Borchardt.

## **2. General Provisions**

The Framework Partnership Agreement forms an integral and substantial part of this Consortium Agreement. The rights and obligations set forth in the Framework Partnership Agreement are referred to and shall be respected and complied with by any and all the Partners signing the Consortium Agreement.

By signing this Consortium Agreement all Partners undertake to fully respect and comply with the Framework Partnership Agreement terms and conditions.

The Framework Partnership Agreement shall always prevail over the Consortium Agreement. In case the terms of this Consortium Agreement are in conflict with the terms of the Framework Partnership Agreement, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

### 3. General Information

3.1 The parties to this Consortium Agreement and their legal representatives are the following:

**Helmholtz-Zentrum für Umweltforschung GmbH – UFZ (UFZ)**, established in Germany, Permoserstrasse 15, 04318 Leipzig, represented by Prof. Dr. Georg Teutsch, Scientific Director, and Dr. Sabine König, Administrative Director or his/her authorized representatives, (hereinafter referred to as "Coordinator"),

And

**Fundación AZTI (AZTI)**, established in Spain, having its offices at **Txatxarramendi ugartea, z/g. 48395 Sukarrieta**, represented by Rogelio Pozo Carro, CEO, or his authorised representative ("the partner"),

**CENIA, česká informační agentura životního prostředí (CENIA)**, established in Czech Republic, having its offices at **Vršovická 1442/62, Praha 10, 100 10**, represented by Miroslav HAVRÁNEK, Director, or his authorised representative ("the partner"),

**IOANNIS ZACHAROF & ASSOCIATES Iip HYDROMON CONSULTING ENGINEERS (CoHI(Hydromon))**, established in Greece, having its offices at 20, Ploutarchou, Athens, 10676, represented by Ioannis Zacharof, Director and General Manager, or his authorised representative ("the partner"),

**Stichting Deltares (Deltares)**, established in The Netherlands, having its offices at Boussinesqweg 1, 2629 HV Delft, represented by Erik Janse, Director, or his authorised representative ("the partner"),

**Ecologic Institut gemeinnützige GmbH (Ecologic)**, established in Germany, having its offices at Pfalzburger Strasse 43-44, 10717 Berlin, represented by Dr Camilla Bausch, Scientific Director and CEO, or her authorised representative ("the partner"),

**International Council for the Exploration of the Sea (ICES)**, established in Denmark, having its offices at ICES Secretariat, H.C. Andersens Boulevard 44-46, DK 1553 Copenhagen V, represented by Anne Christine Brusendorff, General Secretary, or her authorised representatives ("the partner"),

**Italian Institute for Environmental Protection and Research (ISPRA)**, established in Italy, having its offices at Via Vitaliano Brancati, 48, 00144 Rome, represented by Dott. Alessandro Bratti, General Director, or his authorised representative ("the partner"),

**Joint Nature Conservation Committee Support Co (JNCC)**, established in the United Kingdom, having its offices at Monkstone House, City Road, PE1 1JY Peterborough, represented by David Burton, Finance Manager, or his authorised representative ("the partner"),

**Middle East Technical University (METU)**, established in Turkey, having its offices at Üniversiteler Mahallesi, Dumlupınar Bulvarı No: 1, 06800 Çankaya Ankara, represented by Prof. Dr. Mehmet T. Zeyrek, Vice-President, or his authorised representative ("the partner"),

**Norsk institutt for vannforskning (NIVA)**, established in Norway, having its offices at Gaustadalléen 21, 0349 Oslo, represented by Tor-Petter Johnsen, Deputy Managing Director, or his authorised representative ("the partner"),

**Finnish Environment Institute (SYKE)**, established in Finland, having its offices at Mechelininkatu 34a, 00260 Helsinki, represented by Paula Kankaanpää, SYKE Marine Research Centre Director or her authorised representative ("the partner"),

**TC Vode, Tematski center za raziskave, študije in razvoj projektov na vodah, d.o.o. (TC VODE)**, established in Slovenia, having its offices at Trnovski pristan 10, 1000 Ljubljana, represented by Dr Lidija Globevnik, Managing Director, or her authorised representative ("the partner"),

**Umweltbundesamt - (UBA)**, established in Germany, having its offices at Woerlitzer Platz 1, 06844 Dessau-Rosslau, represented by its president, or his authorised representative ("the partner"),

**Universität Duisburg-Essen (UDE)**, established in Germany, having its offices at Universitätstrasse 2, 45141 Essen, represented by Astrid Hilker, Head of Department Research Affairs, Third Party Funding, or her authorised representative ("the partner"),

(hereinafter referred to as the "partners")

3.2 The constitution of the Consortium is ruled by Article I.2 of the Framework Partnership Agreement.

3.3 The evolution of the Consortium is ruled by Article I.2.3 of the Framework Partnership Agreement. The accession to the Consortium of any new Partner shall be approved by the ETC/ICM Consortium Partners Responsibles according to the procedure set in 7.9 below and in compliance with Article I.2.6 of the Framework Partnership Agreement. The Coordinator will ensure that arrangements are put in place to bind any new Partner acceding to the Framework Partnership Agreement to the provisions of this Consortium Agreement. The withdrawal of any partner from the Consortium shall be approved by ETC/ICM Consortium Partners Responsibles according to the procedure set in 7.9 below and in compliance with Article II.12 – Termination.

3.4 The persons designated to manage the work of each Partner (also identified as Partner Responsibles) are given in Annex D of this Consortium Agreement. In case of replacement, the Partner shall transmit by writing to the Coordinator the name of the new person designated to manage the work.

3.5 The persons likely to work in the framework of the ETC/ICM are those identified in the offer made to the European Environment Agency (Annex II of the Framework Partnership Agreement). Each Partner may appoint further staff to perform the work; the Coordinator shall be informed of the staff involved in each activity.

3.6 The Partners may subcontract part of their work accordingly to the provisions given in Article II.10 of the Framework Partnership Agreement; the Coordinator shall be informed of the subcontractors involved in each activity.

3.7 Each Partner shall endeavor to appoint the most qualified staff to perform the tasks and activities under each Action Plan (which will be annexed to the Framework Partnership Agreement each year as annual integration of it).

#### **4. Preamble**

4.1 This partnership results from discussion and negotiation between the organizations mentioned in 3.1 above in response to the call for offers for the ETC/ICM launched by the European Environment Agency.

The Partners are firmly committed to support the EEA in supporting and informing the EU policy developments by means of data, information/indicators, and assessments. In particular, the Consortium will supply thematic expertise to support the implementation of the EEA Multi-Annual Work Programme (MAWP) 2018-2020 'Expanding the knowledge base for policy implementation and long-term transitions' and the following Programming Documents in the Strategic Area SA1.1 Informing policy implementation, and to carry out specific tasks defined in detail through the annual EEA Annual Work Programmes (AWPs).

The common objectives of the EEA and of the Consortium justifying the setting up of this partnership are detailed in the Action Plans which will be annexed to the Framework Partnership Agreement each year as annual integration of it (Description of the work programme).

4.2 The way this Partnership will support the EEA and its clients is broadly described in the proposal for the ETC/ICM submitted by this Consortium (see Annex B).

4.3 This Consortium Agreement is required by Article I.2.3 of the Special Conditions of the Framework Partnership Agreement *OCP/EEA/NSS/18/002-ETC/ICM* regarding the operation, cooperation and management of the European Environment Agency's European Topic Centre on Inland, Coastal and Marine waters.

4.4 This Consortium Agreement is drafted in English. The Partners may consider making translations into their national languages and certify them to facilitate use and understanding by all those involved in the ETC/ICM operation.

4.5 The signature of this Consortium Agreement is a necessary condition for the payments to be made for benefits provided by Partners.

## **5. Subject of the Agreement**

5.1 The purpose of this Consortium Agreement is to set out the internal operation and management of the Consortium forming the *European Topic Centre on Inland, Coastal and Marine waters (ETC/ICM)*.

5.2 Further, it aims to facilitate the execution of the work set out in Annex II of the Framework Partnership Agreement in accordance with the Special Conditions, General Conditions and Financial Provisions of the Framework Partnership Agreement and any Specific Agreement that may be signed under the Framework Partnership Agreement.

5.3 Each year a Specific Agreement will be enclosed as an Annex to this Consortium Agreement and will include the new annual Action Plan (AP) agreed by all partners of the ETC/ICM Consortium in connection to the EEA requirements during the last quarter of the previous year. The Specific Agreement will be drawn up by EEA in accordance with the new Action Plan.

In the last quarter of each year of the duration of this agreement all Responsibles of the Partners designated to manage the work will develop jointly, by means of face to face and web-driven meetings, the Action Plan for the further year based on the EEA Annual Management Plan. The new Action Plan will be submitted to EEA before end of the year for its approval.

5.4 This Consortium Agreement is only valid and applicable to the operation of the Consortium in the framework of the *European Topic Centre on Inland, Coastal and Marine Waters (ETC/ICM)*.

5.5 The distribution of the respective tasks to be carried out by the Partners will be determined in connection with the signing of the Specific Agreements.

5.6 Nothing contained in this Consortium Agreement shall constitute or be deemed to constitute either a partnership or any other formal business organization or legal entity between the Partners other than for the operation under the Framework Partnership Agreement.

## **6. Rules for dissemination and use**

6.1 The Consortium and all persons involved in the work undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Consortium Agreement that is duly classed as confidential in writing or identified in the Specific Agreements (which will be annexed to the Framework Partnership Agreement each year as annual integration of it) as such.

6.2 Any communication or publication by the Consortium, including at conferences or seminars, shall indicate that the work has received funding from the EEA and that it was carried out under the framework of the ETC on Inland, Coastal and Marine waters (ETC/ICM).

## **7. Organisational Provisions**

7.1 The general organization and operation of the Consortium is described in the proposal for the ETC/ICM submitted by this Consortium (see Annex II of the Framework Partnership Agreement and Annex B of this Consortium Agreement).

7.2 The following structures and roles are set by the Consortium to develop, implement and monitor the annual Action Plans of the ETC/ICM:

- ETC/ICM Lead
- ETC/ICM Science Managers
- ETC/ICM Administrative Manager
- ETC/ICM Coordinating Team
- ETC/ICM Task Leader
- ETC/ICM Consortium Partners Responsibles

7.3 The ETC/ICM Lead, the ETC/ICM Science Managers supported by the ETC/ICM Administrative Manager, are responsible for ensuring the final delivery of any kind of ETC product to the EEA.

The ETC/ICM Lead, the ETC/ICM Science Managers and the ETC/ICM Administrative Manager are members of the ETC/ICM Coordinating Team working closely with EEA Head of Programme Natural Capital and Ecosystems and EEA Head of Group Water and Marine.

The ETC/ICM Lead shall consult and seek agreement from the Partners and the EEA before appointing a new position in the ETC/ICM Coordinating Team.

7.4 The ETC/ICM Administrative Manager and ETC Science Managers will support the ETC/ICM Lead and the ETC/ICM Coordinating Team by coordinating and managing the development of the work (and sharing the coordination responsibilities), monitoring the progress of activities, ensuring that deadlines and quality of deliverables are met and preparing the four yearly ETC Quarterly progress Reports (QPRs);

7.5 The ETC/ICM Administrative Manager will ensure that legal and administrative provisions as well as financial management provisions as specified in the Framework Partnership Agreement are respected by the Consortium and subcontractors. She will support the ETC Lead and the ETC Coordination Team by managing the ETC allocated budget and preparing the two yearly ETC Costs Statements (CS) of the whole ETC/ICM Consortium and quarterly monitoring of the ETC budget use (included in the QPRs). The ETC/ICM Administrative Manager, vis-à-vis the administration of the Coordinator (that manages and administrates the overall ETC budget) is responsible for validating payment requests from Partners, sub-contractors and suppliers; this involves checking and acknowledging that work has been done in line with the Specific Agreements (which will be annexed

to the Framework Partnership Agreement each year as annual integration of it) and subcontracts. Administrative support includes working in English and organizing European meetings and consultations as appropriate.

7.6 The ETC/ICM Coordinating Team includes the ETC/ICM Lead and Science Managers and the ETC/ICM Administrative Manager. It shall coordinate the Tasks and related activities of the Consortium Partners and manage the whole Consortium. Particularly, it is responsible for:

- coordinating the Tasks and related activities by the Consortium Partners and managing the whole Consortium;
- ensuring and validating all the deliveries and contributions of the ETC, as per the APs;
- maintaining links to EEA, Eionet and their member and collaborating countries;
- reviewing ETC capacities and expertise in connection with the EEA Work Programmes;
- securing resources and capacities to support activities;
- periodically preparing QPRs and FCSs;
- implementing changes to the ETC APs if/when needed as appropriate.

7.7 The ETC/ICM Task Leaders are composed of the experts listed in the proposal for the ETC/ICM submitted by this Consortium (see Annex II of the Framework Partnership Agreement and Annex B of this Consortium Agreement). They are entrusted with the responsibility to manage and ensure the accomplishment of the activities of the task they are leading according to the latest version of the Action Plan for each year and to guarantee the quality and consistency of the delivered products and services before the final quality check by the ETC Science Managers. They are checking the proper allocation of resources and capacities to support annual activities pursuant to the APs including to its possible changes and amendments as appropriate. They periodically contribute to the preparation of QPRs.

7.8 The ETC/ICM Consortium Partners Responsibles are the main contact persons for each Partner Institution in the ETC/ICM Consortium. ETC/ICM Partners Responsibles are entrusted with the responsibility to regularly network with and supply support to the ETC/ICM Coordinating Team, e.g. by:

- efficiently coordinating and managing the team from their Organization within the ETC/ICM Consortium, on both the technical/scientific and administrative/financial sides;
- ensuring the quality and timing of deliveries and contributions by their team, according to the annual APs;
- reviewing their team capacities and expertise according to relevant advice by the Core Team;
- securing from their side the proper use of resources and capacities to support annual activities pursuant to the APs, including to its possible changes and amendments as appropriate;
- periodically contribute to the preparation of QPRs and Cost Statements (CS);
- approving the accession to the Consortium of any new Partner;
- approving the withdrawal of any partner from the Consortium.

The names of the appointed Partner Responsibles are listed in Annex D - List of persons designated to manage the work. The Partners may appoint an alternate member. In such case the Coordinator shall be notified.

## **8. Technical Provisions**

8.1 The technical contribution and resources made available by the Coordinator and by each Partner shall be detailed in the Specific Agreements (which will be annexed to the Framework Partnership Agreement each year as annual integration of it) and corresponding Action Plans (which will be annexed to the Framework Partnership Agreement each year as annual integration of it).

8.2 The schedule for the different activities, milestones and delivery dates shall be detailed in the Action Plans (which will be annexed to the Framework Partnership Agreement each year as annual



integration of it) and Task Plans.

8.3 Any modification of the initial technical specifications shall be made in writing by means of emails to the whole Consortium via dedicated mailing lists.

8.4 All key deliverables by a Partner shall be uploaded to Forum and sent to the responsible ETC/ICM Science Manager by E-Mail with sufficient time for final quality and compliance checks within the deadlines.

## **9. Financial Provisions**

9.1 The financial management of the Consortium is fully subject to the provisions set in the Specific Conditions and General Conditions of the Framework Partnership Agreement.

9.2 The yearly budget (which will be annexed to the Framework Partnership Agreement each year as annual integration of it) of the ETC/ICM is fixed in the Specific Agreements (which will be annexed to the Framework Partnership Agreement each year as annual integration of it).

9.3 The budget allocation by Partner shall be identified in the Action Plan (which will be annexed to the Framework Partnership Agreement each year as annual integration of it). Any modification of the initial budget allocation, which has been agreed with all the Partners in writing via email, shall be made in writing by submission of a formal Change Request or Amendment to the relevant Specific Agreement to the European Environmental Agency (EEA). Once the Change Request or Amendment to the relevant Specific Agreement has been signed by both the EEA representative and the Coordinator, it will be forwarded to all Partners of the Consortium by email and uploaded to the Eionet Forum, the ETCs dedicated website of the EEA.

9.4 The Coordinator and the other Partners undertake to provide co-financing of the Project of at least 10% of the estimated total eligible costs according to their project share in compliance with Article I.5.1 of the Framework Partnership Agreement.

9.5 The payments legally due to the Partners by virtue of the Specific Agreements (which will be annexed to the Framework Partnership Agreement each year as annual integration of it) shall be made by the Coordinator accordingly to the payment arrangements fixed in each Specific Agreement.

9.6 All payments to the Partners shall be made without undue delay by the Coordinator upon receipt of funds from the European Environment Agency in accordance with the budget as fixed in the latest version of AP and in consideration of the accepted costs for interim and final payments. All bank charges shall be covered by the respective Partner.

## **10. Reporting Provisions**

10.1 Each Partner shall supply the ETC/ICM Lead and ETC/ICM Coordinating Team with the required information allowing the delivery of progress reports and final reports to the EEA accordingly with the provisions of the Framework Partnership Agreement and Specific Agreements (which will be annexed to the contract each year as annual integration of it).

Therefore, partners will be paid only after they have submitted a valid report and after its subsequent approval by the European Environmental Agency. The EEA subvention will be transferred to the bank accounts, the details of which are provided by the partners and which are given in Annex E. The partners are bound to promptly communicate in writing to the Coordinator any change of the bank account details. All bank charges coming from the missed communication are at charge of the defaulting partner.

10.2 For quarterly progress reporting partners shall follow the request for input which is sent out by

the ETC/ICM Administrative Manager prior to each quarterly reporting by E-Mail. Partners supported by Task Leaders are requested to send the following input:

Delivery latest by	Input requested	Reporting period	Coordinator (key) deliverable	Delivery to EEA
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### Quarterly Progress Report 01

05 April	Timesheets Q1	01.01. - 31.03.	Financial report of QPR 01	30 April
10 April	1. Daily rate calculation (Form C2) 2. travel costs	1. full year projection 2. 01.01. - 31.03.	Financial report of QPR 01	30 April
10 April	<b>Task progress report 01</b> Task leaders to send completed <u>task progress sheets</u> to their Science Manager Science Managers do QA/QC and send the quality assured task progress sheets to ETC Administrative Manager	01.01. - 31.03.	Quarterly progress report 01 (QPR 01)	30 April

### Quarterly Progress Report 02 & Cost Statement 1

05 July	Timesheets Q2	01.04.-30.06. (but: cumulative filling of the template)	Financial report of QPR 02 (QPR02)	31 July
10 July	1. Updated Daily rate calculation (Form C2) 2. Travel costs (Q1+Q2)	1. full year projection 2. 01.01.- 30.06. (cumulative filling)	Financial report of QPR 02 (QPR02)	31 July
10 July	<b>Task progress report 02</b> Task leaders to send completed <u>task progress sheets</u> to their Science Manager Science Managers do QA/QC and send the quality assured task progress sheets to ETC Administrative Manager	01.04. - 30.06.	Quarterly progress report 02 (QPR 02)	31 July
10 July	<b>Input<sup>1</sup> for Cost Statement 1 to prepare:</b> Form C - Cost statement (EUR) Form C1 - Cost statement (national currency) Form C2 - Daily rate calculation (estimated costs)	01.01. - 30.06.	Cost Statement 1	31 July

### Quarterly Progress Report 03

05 October	Timesheets Q3	01.07.- 30.09. (but: cumulative filling of the template)	Financial report of QPR 03 (QPR03)	31 October
10 October	1. Daily rate calculation (Form C2) 2. Travel costs Q3	1. 01.01.-31.12. (full year projection) 2. 01.07. - 30.09.	Financial report of QPR 03	31 October
10 October	<b>Task progress report 03</b> Task leaders to send completed <u>task progress sheets</u> to their Science Manager Science Managers do QA/QC and send the quality assured task progress sheets to ETC Administrative Manager	01.07. - 30.09.	Quarterly progress report 03 (QPR 03)	31 October

<sup>1</sup> This is timesheets for Q1+Q2, travel costs for Q1+Q2 and the estimated daily rate table for the year.

## Quarterly Progress Report 04 & Cost statement 2

05 January	Timesheets Q4	01.10. - 31.12. (but: cumulative filling of the template)	Quarterly progress report 04 (QPR 04)	01 March
10 January	<b>Task progress report 04</b> Task leaders to send completed <u>task progress sheets</u> to their Science Manager Science Managers do QA/QC and send the quality assured task progress sheets to ETC Administrative Manager	01.10. - 31.12.	Quarterly progress report 04 (QPR 04)	01 March
10 January	<b>1. Daily rate calculation (Form C2)</b> <b>2. Travel costs Q3+Q4</b>	<b>1. 01.01.-31.12. (real costs)</b> <b>2. 01.07. - 31.12. (cumulative filling)</b>	<b>Financial report of QPR 04</b>	01 March
10 January	<b>Input<sup>2</sup> for Cost Statement 2 to prepare:</b> Form C - Cost statement (EUR) Form C1 - Cost statement (national currency) Form C2 - Daily rate calculation ( <u>real costs</u> )	01.07. - 31.12.	<b>Cost statement 2 (including corrections on Cost Statement 1)</b>	01 March

10.4 Technical/Scientific task progress reports and final reports shall be sent by e-mail to the ETC/ICM Science Managers for quality check. All documentation related to the financial cost statements shall be sent upon request by E-Mail to the ETC/ICM Administrative Manager. Partners are requested to follow Guidelines for ETC cost statements in its latest version which is distributed by the ETC/ICM Administrative manager and available on Eionet Forum.

## 11. Legal Provisions

11.1 This Consortium Agreement shall enter into force on 1 January 2019.

11.2 It shall be constituted for a period of 36 (thirty six) months starting from the date of its entry into force until the 31 December 2021. Where the work programmes are carried out after the 31 December 2021, the terms of the Consortium Agreement shall continue to apply until the conclusion of the corresponding Specific Agreement, according to the Article I.4.3 of the Special Conditions of the Framework Partnership Agreement.

11.3 When a Partner withdraws from the Consortium and it ceases its obligations under the Framework Partnership Agreement (see Article II.12 of the Framework Partnership Agreement), it also ceases its obligations and rights under this Consortium Agreement.

11.4 When a new Partner accedes to the Consortium (see Article I.2.6 of the Framework Partnership Agreement), this Consortium Agreement shall be amended to reflect the accession of a new Partner.

11.5 Each Partner takes note of the performance obligations, and confidentiality obligations set in the I - Special Conditions and II - General Conditions of the Framework Partnership Agreement and commits itself to inform accordingly all members of its staff and possible third parties or subcontractors, participating in the ETC/ICM operation.

11.6 In case EEA significantly changes service conditions the Consortium Agreement will be re-negotiated among Partners.

<sup>2</sup> This is timesheets for Q1-Q4, travel costs for Q3+Q4 and the daily rate table based on real costs for the year.

## **12. Breach**

12.1 In the event of a breach by a Partner of its obligations under this Consortium Agreement, a Specific Agreement or the Framework Partnership Agreement which is not remedied within 90 calendar days of receipt of a written notice sent by registered mail from the Coordinator requiring such breach to be remedied, the Coordinator may decide after decision of the ETC/ICM Consortium Partners Responsibles to terminate without further notice the Partners' participation in this Consortium Agreement by registered mail to the Partner in breach.

12.2 Clause 12.1 shall not apply if the Partner in breach has been delayed in performing its obligations by an act of force majeure as defined in Article II.9.1 of the Framework Partnership Agreement, in which case Article II.9.3 of the Framework Partnership Agreement shall take precedence.

## **13. Liabilities**

13.1 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, provided such damage was not caused by a willful act or by material breach of confidentiality.

13.2 To the fullest extent permissible by applicable law, a Partner's aggregate liability towards all other Partners collectively shall be limited to once the Partner's share of budget as stated in the relevant Specific Agreements and Action Plans provided such damage was not caused by a willful act or gross negligence of the Partner causing the damage. This limitation shall not apply in the case of death or personal injury where no limit shall apply.

13.3 In any case where the Agency claims reimbursement in accordance with the Framework Partnership Agreement, Article II.16, from Partners other than the Partner in breach, the other Partners shall be entitled to recover such amounts from the Partner in breach.

13.4 Each Partner shall be solely liable for any loss, damage or injury to third parties resulting from the execution of its assigned tasks.

## **14. Pre-existing rights and ownership and use of the results**

14.1 "Pre-existing rights and ownership and use of the results" refers to any data, know-how or information - whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights - that: (a) is held by the beneficiaries before they acceded to the FPA and the specific Agreements, and (b) is needed to implement the action or exploit the results.

All industrial or intellectual property rights owned or lawfully used by a Partner prior to its accession to this Consortium Agreement and Framework Partnership Agreement and brought to the Project, remain unaffected. A Partner may only use information belonging to another Partner for the purposes of the Framework Partnership Agreement, the Specific Agreements and the Consortium Agreement.

14.2 Ownership of results, including industrial and intellectual property rights, shall be vested in the Partner that generates them according to Framework Partnership Agreement, Article II.4.1.

14.3 Where several Partners have jointly carried out work generating results and where their respective share of the work cannot be ascertained, they shall have joint ownership of such results.

14.4 Where industrial and intellectual property rights, including rights of third parties, exist prior to the specific agreement being entered into ("pre-existing intellectual property rights"), the Partners concerned will establish a list (Annex F - Pre-existing intellectual property rights) which shall specify all rights of ownership and use in the pre-existing intellectual property rights and disclose it to the

Agency at latest prior to the commencement of implementation, according to Article II 4.2 of the Framework Partnership Agreement. The Partners concerned shall ensure that he/she/they has/have all rights to use any pre-existing intellectual property rights in implementation of the specific agreement.

14.5 Each Partner is granted the irrevocable, royalty-free right to use results for academic research purposes only, including in research projects that are sponsored by third parties provided that the use of results does not involve the disclosure of any confidential information to third parties. The Partner using results reached along with expert/s working in other Partner institution/s is bound to give prior notice of such use to the Partner/s involved 45 days beforehand.

14.6 Where no joint ownership agreement has been concluded, each of the joint owners shall be entitled to use their jointly owned results commercially subject to fair and reasonable compensation being paid to the other joint owner(s). The joint owners shall agree on all protection measures and the division of related cost in advance.

14.7 Each Partner shall take note of the obligations set in Article II.4.3 of the Framework Partnership Agreement.

## **15. Mandatory national law**

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

## **16. Settlement of Disputes and Applicable Law**

16.1 The Coordinator and the Partners shall endeavor to amicably settle possible disputes and claims regarding the Framework Partnership Agreement, Specific Agreements and this Consortium Agreement. Failing amicable resolution, such disputes and claims will be referred to the Danish Court.

16.2 This Consortium Agreement shall be construed in accordance with and governed by the laws of Denmark. In case of dispute, that could not be solved amicably, the jurisdiction is of the Court of the European Unit.

## **17. Data Protection**

17.1 Personal data that is data characterizing an individual human being (e.g., data with private/personal material or family details that lead back to the individual), must be processed in accordance with the EU General Data Protection Regulation (GDPR).

17.2 The Partners will comply with the provisions of the GDPR and inform their project staff about the transfer of personal data to the EEA for accounting and monitoring purposes. Each partner is obliged to post or otherwise make available the information sheet ("Information on the processing of personal data", Annex G) to its project staff.

## **18. Annexes**

Annex A: Open call for proposals on ETC/ICM OCP/EEA/NSS/18/002-ETC/ICM of 31.1.2019

Annex B: Consortium's proposal for ETC/ICM submitted on 28.4.2018

Annex C: Framework Partnership Agreement No OCP/EEA/NSS/18/002-ETC/ICM

Annex D: Persons designated to manage the work

Annex E: Bank account details of partners

Annex F: Pre-existing intellectual property rights  
Annex G: Information on the processing of personal data

## 19. Counterparts

19.1 The number of counterparts of this Consortium Agreement is the same as the number of Partners of the Consortium, each of which shall be deemed to be an original.

### ETC/ICM 2019-2021 Consortium Agreement

For the Helmholtz-Zentrum für Umweltforschung GmbH (UFZ)

Prof. Dr Georg Teutsch,  
Scientific Managing Director,

Signature:  \_\_\_\_\_

Done at: *Leipzig*

On: *13.02.2020*

and

Dr Sabine König  
Administrative Managing Director,

Signature:  \_\_\_\_\_

Done at: *Leipzig*

On: *13.02.2020*

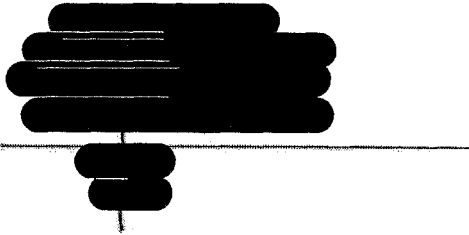
Institution stamp:

**ETC/ ICM 2019-2021 Consortium Agreement**

**For the Fundación AZTI (AZTI),**

Rogelio Pozo Carro  
CEO

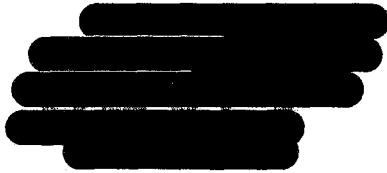
Signature:

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Done at: Sukarrieta

On: 15/01/2020

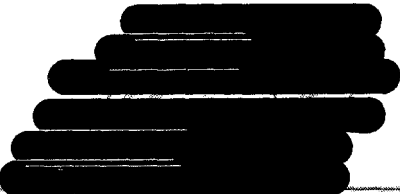
Institution stamp:

A large black rectangular redaction covers the institution stamp.

ETC/ ICM 2019-2021 Consortium Agreement

For CENIA, česká informační agentura životního prostředí (CENIA),

Miroslav HAVRÁNEK  
Director

Signature: 

Done at:

*Prague*

On:

*9/1/2020*

Institution stamp:

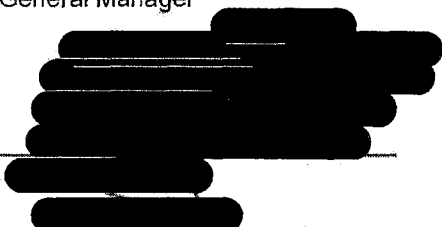




ETC/ ICM 2019-2021 Consortium Agreement

For IOANNIS ZACHAROF & ASSOCIATES Llp HYDROMON CONSULTING ENGINEERS  
(CoHI(Hydromon)),

Ioannis Zacharof  
Director and General Manager

Signature: 

Done at: ATHENS, GREECE

On: 13/1/2020

Institution stamp:

ΙΩΑΝΝΗΣ ΖΑΧΑΡΩΦ & ΣΥΝ/ΤΕΣ Ε.Ε.  
ΥΔΡΟΜΟΝ ΣΥΜΒΟΥΛΟΙ ΜΗΧΑΝΙΚΟΙ  
ΠΛΟΥΤΑΡΧΟΥ 20 - 106 75 ΑΘΗΝΑ  
ΑΦΜ: 099083717 - ΔΟΥ: Δ' ΑΘΗΝΩΝ  
ΤΗΛ. 210 - 6746575

ETC/ ICM 2019-2021 Consortium Agreement

For the **Stichting Deltares (Deltares)**

Erik Janse  
Director

Signature: \_\_\_\_\_

Done at: *Deltares*


On: *29 January, 2020*


Institution stamp: \_\_\_\_\_

ETC/ ICM 2019-2021 Consortium Agreement

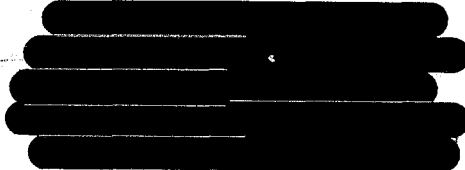
For **Ecologic Institut gemeinnützige GmbH (Ecologic)**,

Dr Camilla Bausch  
Scientific Director and CEO

Signature: 

Done at: 


On: 20/01/2020

Institution stamp: 

ETC/ ICM 2019-2021 Consortium Agreement


For the International Council for the Exploration of the Sea (ICES),

Anne Christine Brusendorff  
General Secretary

Signature: 

Done at: COPENHAGEN, DENMARK

On: 13/01/2020

Institution stamp: 

ETC/ ICM 2019-2021 Consortium Agreement

For the Italian Institute for Environmental Protection and Research (ISPRA)

Dott. Alessandro Bratti  
Director-General

Signature: \_\_\_\_\_

[Redacted signature]

Done at:

On: 23.01.2020

Institution stamp:

[Redacted institution stamp]

ETC/ ICM 2019-2021 Consortium Agreement

For the Joint Nature Conservation Committee Support Co (JNCC)

Chris Brooks  
Director of Finance and Resources

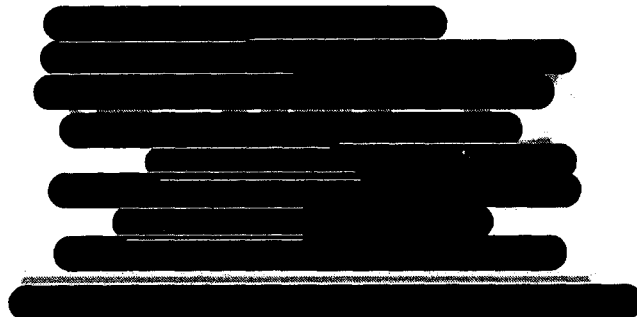
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Signature:

Done at: Monkstone House, City Road, Peterborough, PE1 1JY United Kingdom

On: 29 January 2020

Institution stamp:

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ETC/ ICM 2019-2021 Consortium Agreement

For the Middle East Technical University (METU)

Prof. Dr. Ahmet Yozgatligil  
Vice-President

Signature:

Done at: Ankara/TURKEY

On: 08.01.2020

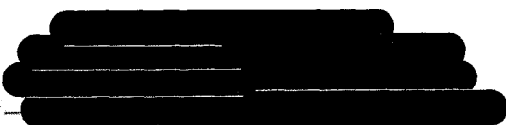
Institution stamp:

ETC/ ICM 2019-2021 Consortium Agreement

For the Norsk Institutt for Vannforskning (NIVA)

Tor-Petter Johnsen  
Deputy Managing Director

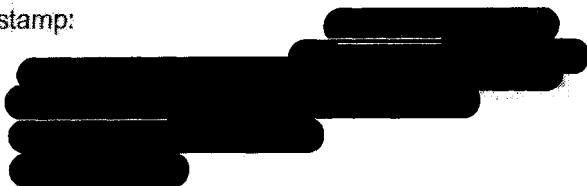
Signature:

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Done at: *OSCO*

On: *13.01.2020*

Institution stamp:

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ETC/ ICM 2019-2021 Consortium Agreement

For the Finnish Environment Institute (SYKE)

Paula Kankaanpää  
Director, SYKE Marine Research Centre

Signature: \_\_\_\_\_

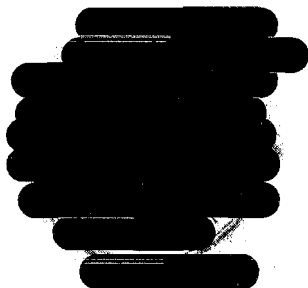
Done at:

*Helsinki*

On:

*30.1.2020*

Institution stamp:



ETC/ ICM 2019-2021 Consortium Agreement

For the TC Vode, Tematski center za raziskave, študije in razvoj projektov na vodah, d.o.o.  
(TC VODE)

Dr Lidija Globevnik  
Managing Director

Signature: \_\_\_\_\_

Done at:

LJUBLJANA

On:

20. 1. 2020

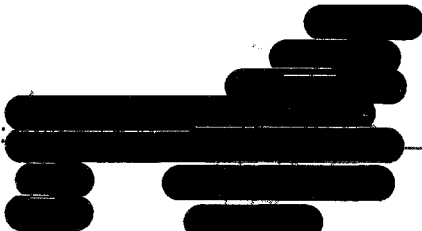
Institution stamp: \_\_\_\_\_

ETC/ ICM 2019-2021 Consortium Agreement

For the **Umweltbundesamt (UBA)**

Jakob Gross  
Head of Unit Z 1.5

Signature:

A large area of the document is redacted with black ink, covering the signature and the 'Done at' field.

Done at:

Redacted location information.

On:

10. Jan. 2020

Institution stamp:

ETC/ ICM 2019-2021 Consortium Agreement

For the Universität Duisburg-Essen (UDE),

Astrid Hilker  
Head of Department Research Affairs

[Redacted]

[Redacted]

[Redacted]

Signature: \_\_\_\_\_

Done at: Essen

On: 10.2.2020

Institution stamp:

## **Annex A – Open call for proposals on ETC/ICM**

The open call for proposals on the project on European Topic Centre on Inland, Coastal and Marine waters (ETC/ICM) OCP/EEA/NSS/18/002-ETC/ICM was published on the European Environment Agency's website.

The files of the open call for proposals ETC/ICM Call for proposal 2019-2021 is available on:  
[https://www.eea.europa.eu/ds\\_resolveuid/5Q28ZHC07R](https://www.eea.europa.eu/ds_resolveuid/5Q28ZHC07R)

## **Annex B – Consortium’s proposal for ETC/ICM**

A proposal for ETC/ICM was submitted by the coordinator on behalf of the Consortium on 28 April 2018 to the European Environment Agency.

A copy of the proposal has been distributed to each Partner and two files of the proposal for ETC/ICM are available in EIONET Forum:

- Executive Summary: [https://forum.eionet.europa.eu/etc-icm-consortium/library/framework-partnership-agreement-2019-2021-1/etc-icm\\_executive-summary](https://forum.eionet.europa.eu/etc-icm-consortium/library/framework-partnership-agreement-2019-2021-1/etc-icm_executive-summary)
- Technical Proposal: [https://forum.eionet.europa.eu/etc-icm-consortium/library/framework-partnership-agreement-2019-2021-1/annex-ii-etc-icm-technical-proposal\\_final](https://forum.eionet.europa.eu/etc-icm-consortium/library/framework-partnership-agreement-2019-2021-1/annex-ii-etc-icm-technical-proposal_final)

## **Annex C – Framework Partnership Agreement**

The Framework Partnership Agreement OCP/EEA/NSS/18/002-ETC/ICM for the European Environment Agency's European Topic Center (FPA) was awarded by the Consortium on 11<sup>th</sup> July 2018.

The FPA was signed by the Coordinator on 27<sup>th</sup> July 2018 and by the Agency on 20<sup>th</sup> August 2018.

A copy of the FPA has been distributed to each of the Partners and is also available from EIONET Forum:

[https://forum.eionet.europa.eu/etc-icm-consortium/library/framework-partnership-agreement-2019-2021-1/fpa-2019-2021\\_signed](https://forum.eionet.europa.eu/etc-icm-consortium/library/framework-partnership-agreement-2019-2021-1/fpa-2019-2021_signed)

## Annex D – List of persons designated to manage the work

Institution	Partner Contact	E-mail address
Helmholtz-Zentrum für Umweltforschung GmbH (UFZ)	Prof. Dr Dietrich Borchardt	dietrich.borchardt@ufz.de
Fundación AZTI (AZTI)	Ángel Borja	aborja@azti.es
CENIA, česká informační agentura životního prostředí (CENIA)	Jiri Kvapil	Jiri.Kvapil@cenia.cz
IOANNIS ZACHAROF & ASSOCIATES Llp HYDROMON CONSULTING ENGINEERS (CoHI(Hydromon))	Maria Mimikou	mmimik@outlook.com
Stichting Deltares (Deltares)	Theo Prins	Theo.Prins@deltares.nl
Ecologic Institut gemeinnützige GmbH (Ecologic)	Eleftheria Kampa	eleftheria.kampa@ecologic.eu
International Council for the Exploration of the Sea (ICES)	Neil Holdsworth	NeilH@ices.dk
Italian Institute for Environmental Protection and Research (ISPRA)	Giulia Mo Sabrina Agnesi	giulia.mo@isprambiente.it sabrina.agnesi@isprambiente.it
Joint Nature Conservation Committee Support Co (JNCC)	David Vaughan Cristina Vina-Herbon	David.Vaughan@jncc.gov.uk Cristina.Herbon@jncc.gov.uk
Middle East Technical University (METU)	Mustafa Mantikci	mantikci@ims.metu.edu.tr
Norsk institutt for vannforskning (NIVA)	Jannicke Moe	Jannicke.Moe@niva.no
Finnish Environment Institute (SYKE)	Samuli Korpinen	Samuli.Korpinen@ymparisto.fi
TC Vode, Tematski center za raziskave, študije in razvoj projektov na vodah, d.o.o. (TC Vode)	Lidija Globevnik	lidija.globevnik@tcvode.si
Umweltbundesamt (UBA)	Volker Mohaupt	Volker.mohaupt@uba.de
Universität Duisburg-Essen (UDE)	Sebastian Birk	sebastian.birk@uni-due.de



**Annex E – Bank account details of partners**

<i>Partner Acronym</i>	<i>Name of Account holder</i>	<i>Name and address of the bank</i>	<i>Account number</i>	<i>IBAN code</i>	<i>SWIFT</i>
<b>AZTI</b>	Fundación AZTI (AZTI)	KUTXABANK	[REDACTED]	[REDACTED]	BASKES2BXXX
<b>CENIA</b>	CENIA, česká informační agentura životního prostředí (CENIA)	CESKA NARODNI BANKA NA PRIKOPE 28 PRAGUE 110 03	[REDACTED]	[REDACTED]	CNBACZPP
<b>CoHI</b>	IOANNIS ZACHAROF & ASSOCIATES Llp HYDROMON CONSULTING ENGINEERS (CoHI(Hydromon))	ALPHABANK	[REDACTED]	[REDACTED]	CRBAGRAA
<b>Deltares</b>	Stichting Deltares	Rabobank Zuid-Holland Midden P.O.Box 55 2600 AB Delft Netherlands	[REDACTED]	[REDACTED]	RABONL2U
<b>Ecologic</b>	Ecologic Institut gemeinnützige GmbH	BFS Bank Fuer Sozialwirtschaft Oranienburger Str. 13/14 Berlin, DE	[REDACTED]	[REDACTED]	BFSWDE33BER
<b>ICES</b>	International Council for the Exploration of the Sea	Nykredit Under Krystallen 1 1780 Copenhagen V, DK	[REDACTED]	[REDACTED]	NYKBDKDK
<b>ISPRA</b>	Italian Institute for Environmental Protection and Research	Banca Nazionale del Lavoro Area Territoriale Lazio – Tesoreria Enti Pubblici	[REDACTED]	[REDACTED]	BNLIITRR
<b>JNCC</b>	Joint Nature Conservation Committee Support Co (JNCC)	Lloyds Bank City Office Branch (301218) PO Box 1000 BX1 1LT	[REDACTED]	[REDACTED]	LOYDGB2LCTY
<b>METU</b>	Middle East Technical University	TÜRKIYE VAKIFLAR BANKASI	[REDACTED]	[REDACTED]	TVBATR2A
<b>NIVA</b>	Norsk institutt for vannforskning	DNB ASA, Oslo, NO	[REDACTED]	[REDACTED]	DNBANOKKXXX
<b>SYKE</b>	Finnish Environment Institute	OP Yrityspankki Oyj / OP CORPORATE BANK PLC	[REDACTED]	[REDACTED]	OKOYFIHH
<b>TC Vode</b>	TC Vode, Tematski center za raziskave, študije in razvoj projektov na vodah, d.o.o.	SKB banka d.d. Ljubljana Ajdovščina 4, 1513 Ljubljana	[REDACTED]	[REDACTED]	SKBASI2X
<b>UBA</b>	Umweltbundesamt	Deutsche Bundesbank Filiale Leipzig Karl-Liebknecht-Str. 141a 04275 Leipzig	[REDACTED]	[REDACTED]	MARKDEF1860
<b>UDE</b>	Universität Duisburg-Essen	Sparkasse Essen	[REDACTED]	[REDACTED]	SPESDE3EXXX

**Annex F – Pre-existing intellectual property rights**

*“Pre-existing intellectual property rights”: any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that: (a) is held by the beneficiaries before they acceded to the FPA and the specific Agreements, and (b) is needed to implement the action or exploit the results.*

**PARTNER NAME: XXX**

Describe pre-existing intellectual property rights	Specific limitations and/or conditions for implementation	Specific limitations and/or conditions for exploitation

## Annex G – Information on the processing of personal data

### Information on the processing of personal data

According to the ETC/ICM Framework Partnership Agreement between the EEA and the consortium, represented by the UFZ as coordinator, the UFZ is obliged to process (esp. collect, record and store) personal data of the project staff and forward this data to the EEA.

In particular, the following personal data will be processed: names, hourly/daily rates, sickness days, and detailed salary data provided in Form C2 – Daily rate table which is included in the Cost Statements (Form C, C1, and C2). Additionally, documents containing personal data (e.g. timesheets, travel documentation, pay slips, working contracts) are requested by EEA for clarification on Cost Statements and must be forwarded by UFZ.

According to Article 13 of the GDPR (General Data Protection Regulation), UFZ shall provide the data subject with the following information when collecting personal data:

1.	The identity and the contact details of the controller and, where applicable, of the controller's representative:	<ul style="list-style-type: none"> <li>- Helmholtz Centre for Environmental Research GmbH – UFZ, Permoserstr. 15, 04318 Leipzig, Germany, represented by the Managing Directors, <a href="mailto:info@ufz.de">info@ufz.de</a></li> <li>- Executive unit: Department of Aquatic Ecosystem Analysis, Prof. Dr. Dietrich Borchardt (<a href="mailto:dietrich.borchardt@ufz.de">dietrich.borchardt@ufz.de</a>), Claudia Neitzel (<a href="mailto:claudia.neitzel@ufz.de">claudia.neitzel@ufz.de</a>)</li> </ul>
2.	The contact details of the data protection officer:	<a href="mailto:datenschutz@ufz.de">datenschutz@ufz.de</a>
3.	The purposes of the processing for which the personal data are intended as well as the legal basis for the processing:	Personal data is processed solely for the purposes of the implementation, management and monitoring of the project ETC/ICM on the basis of Article 6(1)(f) GDPR.
4.	Where the processing is based on point (f) of Article 6 (1), the legitimate interests pursued by the controller or by a third party:	<p>The processing and in particular the transfer of personal data is necessary to safeguard the legitimate interest of the EEA in the protection of the EU's financial interests. Eligible costs shall be reimbursed only where they are justified by the partners. Costs are to be justified by providing appropriate documentation through the coordinator.</p> <p>The EEA's legitimate interest prevails over the individual's interest in the protection of his or her personal data required for financial monitoring and accounting.</p>
5.	The recipients or categories of recipients of the personal data:	<p>Internal:</p> <ul style="list-style-type: none"> <li>- Administrative responsible department: Department Research Funding</li> <li>- Scientifically responsible department: Department of Aquatic Ecosystem Analysis</li> </ul> <p>External:</p> <ul style="list-style-type: none"> <li>- European Environment Agency, Kongens Nytorv 6 1050 Copenhagen K Denmark</li> </ul>
6.	The period for which the personal data will be stored, or if that is not possible, the criteria used to determine that period:	Until 5 (five) years beginning with the date of the final payment as stated in Article II.22.1 of the Framework Partnership Agreement
7.	Rights of the data subjects:	<p>You have the right to</p> <ul style="list-style-type: none"> <li>- request access to the personal data from the UFZ (Article 15 GDPR),</li> </ul>

		<ul style="list-style-type: none"> <li>- rectification (Article 16 GDPR) or erasure (Article 17 GDPR) of personal data,</li> <li>- restriction of processing (Article 18 GDPR) concerning the data subject,</li> <li>- object to processing (Article 21 GDPR),</li> <li>- data portability (Article 20 GDPR).</li> </ul> <p>If you have any queries concerning the processing of your personal data, please contact the UFZ data protection officer at <a href="mailto:datenschutz@ufz.de">datenschutz@ufz.de</a>.</p>
8.	The right to lodge a complaint with a supervisory authority:	You have the right to complain to a supervisory authority, especially one in the EU member state where you live or work or where the alleged infringement has taken place, if you believe that the processing of your personal data is in breach of the GDPR.
9.	Whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether the data subject is obliged to provide the personal data and of the possible consequences of failure to provide such data	<p>The provision of personal data is a contractual requirement under the Framework Partnership Agreement and Specific Agreements between the EEA and the consortium, represented by the coordinator.</p> <p>If personal data is not provided or withheld by the partners or project staff, participation in the project will not be possible as the costs cannot be reimbursed by the EEA.</p>