

Consortium Agreement

Project acronym: **HydroSense**

Project full title: **Autonomously moving platform for monitoring post-mining pit lakes as early detection of catastrophes**

Programme: **Eurostars Cut-Off 10 of September 14, 2018**

This CONSORTIUM AGREEMENT is based on Article 185 TFEU (ex Article 169 TEC); decision according to the Lisbon Treaty (No 743/2008/EC) setting up initiatives under the HORIZON 2020 Framework Programme and Eurostars, a European Joint Programme dedicated to the R&D performing SMEs and co-funded by the European Communities and 33 EUREKA member countries - and is made on 2013-11-01 - hereinafter referred to as "Effective Date".

DESIGNATION OF THE PARTIES

EvoLogics GmbH (DE)

Ackerstrasse 76, 13355 Berlin, Germany
hereinafter referred to as «EL»;
represented by duly authorised xxx

Institut für angewandte Gewässerökologie GmbH (DE),

Schlunkendorfer Straße 2 e, 14554 Seddiner See, Germany
hereinafter referred to as «IAG»;
represented by duly authorised xxx

Kurt-Schwabe-Institut für Mess- und Sensortechnik Meinsberg e.V. (DE),

Kurt-Schwabe-Str. 4, 04736 Waldheim, Germany
hereinafter referred to as «KSI»;
represented by duly authorised xxx

Palivový kombinát Ústí, státní podnik (CZ),

Hrbovická 2, 40339 Chlumeck, Czech Republic
hereinafter referred to as «PKU»;
represented by duly authorised xxx

BVT Technologies, a.s. (CZ),

Hudcova 78c, 61200 Brno, Czech Republic
hereinafter referred to as «BVT»;
represented by duly authorised xxx

s::can GmbH (AT),
Brigittagasse 22-24, 1200 Vienna, Austria
hereinafter referred to as «SC»;
represented by duly authorised xxx

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

WHEREAS:

(A) the Parties, having considerable experience in the field concerned, have submitted to the European Community a proposal for the Project "Autonomously moving platform for monitoring post-mining pit lakes as early detection of catastrophes" to be carried out in the EUREKA's Eurostars Programme (www.eurostars-eureka.eu);

(B) the Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the National Grant Agreements;

(C) the Parties have entered into an agreement with effect from the 01.07.2019;

(D) the Parties wish to define certain of their rights and obligations *inter se* in respect of the performance of that agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

PREAMBLE

(1) Extent of the cooperation

The cooperation between the 6 (six) collaboration partners is limited to the activities defined in the Eurostars Application document entitled: "Autonomously moving platform for monitoring post-mining pit lakes as early detection of catastrophes" (Annex 3).

(2) The objectives of the cooperation

The planned joint research project's scientific challenge is to develop an autonomous, buoyant, and itself localising measurement platform for everyday use that creates valid assessments based on detected parameters of water quality in post-industrial pit lakes and furthermore in shallow lakes in general. The platform should also derive options for action for agencies and other persons responsible in the field of the mentioned water objects. This system for monitoring and data interpretation represents a worldwide novelty on the commercial market.

(3) Scope

The scope of the agreement is restricted to activities described in the work packages of the Eurostars Application document. However the activities can be expanded, changed or reduced by mutual written agreement between the collaboration partners.

(4) Duration

This Agreement shall come into force as of the date of its signature but shall have retroactive effect as from the 01.07.2019: it shall, subject to the conditions of termination, continue in full force and effect until complete discharge of all obligations undertaken by the Parties under the Signed Agreement and under this Agreement.

(5) Purpose of the Agreement

This Agreement sets out how the Project will be managed and sets out the partners' obligations, rights and liabilities complementing, but not conflicting with, those set out in the Signed Agreement.

- a) Cooperation between the Partners is specified for each work package described in the Eurostars Application document and in the Technical Annex (Annex 1) to this Agreement.
- b) The management of the RTD work is carried out by the Project Management Team described in the Eurostars application document and more specifically in Article 3.2 of this Agreement.
- c) The Coordinator of the project is EvoLogics GmbH as described in the Eurostars application document and more specifically in Article 3.1 of this Agreement.
- d) The liabilities of the partners are limited to the tasks described in the Eurostars Application document.

(6) Intellectual property rights

The Intellectual Property ("IP") rights generated by the Project are described in Article 5 of this Agreement and mentioned in the Eurostars Application document.

(7) Resolution of disputes

The Strategic Committee that is described in the Eurostars Application document and in Article 3.3 will resolve disputes in a first line and in an amicable manner.

(8) Annexes

Technical Annex (Annex 1): Details the specifications, work packages, tasks and milestones of the project.

GANNT Chart (Annex 2): Gives an overview about the work packages (deliverables), their interconnectivity and their chronology (timetable).

Eurostars Application Proposal (Annex 3):

1 Definitions

1.1 Agreement definitions

Words defined in the Signed Agreement or its Annexes have the same meaning.

1.2 Additional definitions

"Academic Party"	means Partner KSI
"Agreement"	means this agreement and any amendments
"Background"	means IP that exists/existed before the start of this Project



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"Contract"	means the Contract between a Party of this Agreement and the National Eurostars Administrator (National Funding Body) of an Eurostars member country
"Coordinator"	means EL; EL reserves the right to outsource (some of) the coordination activities to a third party
"Defaulting Party"	means a party substantially breaching its obligations
"Eurostars Administration"	means the national organization designated by each Eurostars member country to administer funding at a national level and that has concluded an agreement with the EUREKA Secretariat
"Eurostars Application"	means the Eurostars Application document, named "E! 13004" – "HydroSense" submitted to the central Eurostars/EUREKA Secretariat in Brussels on September 14, 2018
"Foreground"	means IP that is generated by this Project
"Intellectual Property" ("IP")	means all intellectual property rights in any part of the world, whether registered or unregistered, including, but not limited to, patents, patent applications, rights to inventions, copyrights, trade marks, know-how, confidential information, trade secrets, business names, domain names, designs, design concepts, utility models, software, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off
"IP Management Board"	means the management body established by the Parties to manage patent and other IP rights
"National Funding Body"	means the National Eurostars Administration
"Partner" or "Partners"	shall have the same meaning as Party or Parties
"Party" or "Parties"	means a party or parties to this Agreement
"Project"	means the project described in the Eurostars Application
"Project Management Team" ("PMT")	means the management body established by the Parties to manage the project on a day-to-day basis

"Project Share"	means, for each Party, that Party's share of the total cost of the Project
"Proposal"	means the proposal described in the Eurostars Application
"Results"	means new knowledge resulting specifically from the Signed Agreement
"RTD"	means Eurospek for Research and Development
"Signed Agreement"	means the final Agreement to be signed by the parties (including its Annexes)

2 Implementation of the Eurostars Project

2.1 Description and primary objective of the Eurostars Project

The goal is the development of a vehicle that can autonomously move within the water and collect data about the water quality. This function includes an autonomous adjustment of measuring depending on the received data. Concerning the vehicle, the basis is the Sonobot, which has been developed by the lead partner EL. Due to its unique functional properties, this unmanned surface vehicle (USV) can access hard-to-reach or yet unexplored areas. Compared with conventional vehicles, the Sonobot can be applied by two people alone due to its small size and low weight. It ensures effective implementation and has low operational costs.

Based on this vehicle, HydroSense will mainly address five areas of work. First will be the improvement of the Sonobot concerning the individual requirements in post-mining pit lakes. The second area will be the development of a miniaturised sensor technology for the detection of water parameters. The third point consists of an expansion of new sampling techniques. On that basis, the fourth area will deal with various limnologic analyses, which include the definition of a set of parameters for the determination of water quality, and the derivation of recommendations for action. Finally, the fifth aspect of the project is the development of a model about the flow of substances and software-tools for a trend-based determination of the quality of the addressed water object. The merger of these five areas of work—each represented by one or two experts from the consortium—will create an entirely new product in the field of water measurement technology. It will not only improve the data quality but also widen the data set, fundamentally increase the method of measuring, and optimise the analysis of collected data. Just a vehicle with these features can guarantee an understanding of the dynamics of young lakes that are characterised by a fragile state of renaturalisation due to the impermanent conditions within the lake as well as in neighbouring areas.

2.2 Technical responsibilities and partner contributions

The technical responsibilities and contributions by each partner are specified in the work packages described in the Technical Annex (Annex 1) of the Signed Agreement.

2.3 Obligations of the partners

The partners are obliged to cooperate on each task assigned to the partners in the work packages described in the Eurostars Application document and Technical Annex (Annex 1).

Each Party shall implement its tasks and activities 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.

2.4 Reporting

Technical, scientific and financial reporting will be made on a regular basis as specified by the PMT described in the Eurostars Application document, in Article 3 of this Agreement and the Technical Annex (Annex 1).

3 Project Management

3.1 Coordinator

The Parties agree that the Coordinator will manage and direct the Project by assuming overall responsibility for liaison between the Parties and the Eurostars Administration concerning the Project, and for the administration of the implementation of the Agreement. To this effect, the Coordinator will discharge on behalf of the Parties such functions as are defined by this Agreement and, from time to time, by the PMT. Such functions shall be limited to:

- (a) Relationship and correspondence with the Eurostars Administration;
- (b) Administration; provision of the chairman of the PMT; and follow-up of its decisions;
- (c) Supervision of progress relative to the time schedule in the Agreement;
- (d) Subject to Article 6.3, collection of the Parties' documents and cost and other statements, and submitting them to the Eurostars Administration. Such submitting may exclude any such statements not received by the Coordinator from any of the Parties in accordance with Article 3.5 of this Agreement and its Appendices, in order not to delay the statements of, and subsequent payments to, the other Parties. The Coordinator will submit any such delayed statements to the Eurostars Administration as soon as possible;
- (e) Transmission of any documents connected with the Project between the Parties and from the Parties to the Eurostars Administration and *vice versa*, including without limitation the reports required by the Agreement to be submitted to the Eurostars Administration after their approval by the PMT, the minutes of the meetings of the PMT for approval by the other Parties, and Eurostars Administration communications;

3.2 Project Management Team (PMT)

Within thirty (30) days after the date of signing this Agreement, the Parties will establish the PMT, composed of at least one representative of each of them. Each Party shall have one vote. After having informed the others in writing, each Party shall have the right to replace its representative(s) and/or to appoint a proxy. Each representative shall have a deputy appointed by the Party appointing such representative. Each representative and deputy shall be an employee of the Party appointing him or her, or of an Affiliate of such Party, or, with the prior written approval of the Eurostars Administration and each of the other Parties, a third party. Each Party will procure that the tasks designated to the representative appointed by such Party are effected.

The PMT shall be chaired by the Coordinator's representative. The PMT shall meet at least bi-annually at the request of its chairman or at any other time when necessary at the request of one of the Parties. Meetings shall be convened by the chairman with at least fifteen (15) calendar days' prior notice with an agenda. The chairman, or a Party chosen by the chairman, will prepare minutes of the meetings of the PMT and transmit these to the representatives of the other Parties. The minutes shall be considered as accepted by the other Parties if, within fifteen (15) working days from receipt, no Party has objected in writing to the Coordinator.

The PMT shall manage the Project. Decisions shall be taken by a simple majority of the votes of the Parties present or represented by proxy except as provided under Article 3.3 below.

The PMT decides on subjects related to day-to-day work and progression in the work packages. In addition, it is the responsibility of each work package leader to decide the frequency of internal meetings in their work packages. The frequency of meetings will typically vary depending upon the activity and or tasks in the work packages.

3.3 IP management

The IP management of joint inventions and joint results will be in the responsibility of a management board with a degree of independence from the day-to-day project management and operation. Members of this board shall have a sound technological and/or clinical background and are constituted as follows:

- xxx
- xxx
- xxx
- xxx

Members of this board may transfer their rights and obligations to another member of their organization with appropriate qualification or to a third party, such as a patent lawyer.

Details of IP rights, generation and its management are stipulated in Article 5 of this Agreement.

3.4 No Partnership or Agency

Nothing in this Agreement shall be deemed to create a partnership or agency between the Parties or any of them, save that for the purposes of this Agreement the Coordinator is entitled to act for the other Parties in accordance with the terms of the Agreement and of Article 3.

3.5 Responsibilities of each Party

3.5.1 Towards the Coordinator and the PMT

Each Party undertakes:

- (a) promptly to supply to the Coordinator and the PMT all such information or documents as the Coordinator and the PMT may require in connection with the Agreement in order to fulfil their obligations as provided for in the Agreement, or as the Eurostars Administration may properly request; and to keep the Coordinator and the PMT informed of all such requests and the respective responses from the Eurostars Administration;
- (b) promptly to communicate or provide any information or decision which has to be given by it to the PMT for the purpose of Article 4.4.

3.5.2 Towards each other

- (a) Each Party undertakes to use reasonable endeavours:
 - (i) alone, or as the case may be, jointly with others, to participate actively in and to perform on time the tasks and work packages assigned to it alone or with others under the schedules shown in the Technical Annex (Annex 1); and to

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make available rights and information on time to the other Parties, under the terms and conditions of the Agreement;

- (ii) to notify the Coordinator and each of the other Parties promptly of any delay in performance;
 - (iii) to prepare and present the reports to be submitted to the Eurostars Administration under the Agreement at least fifteen (15) working days in advance, to enable the Coordinator to submit them to the Eurostars Administration in accordance with the Agreement time-scales, and in accordance with the formats required.
- (b) Each Party will use reasonable endeavours to ensure the accuracy of any information or materials it supplies to any of the other Parties under this Agreement, and promptly to correct any error of which it becomes aware of. The recipient Party shall be entirely responsible for the use to which it puts such information and materials.
- (c) In addition to the obligations specified in Article 5 of the Agreement, each Party agrees not to use knowingly, as part of a deliverable or in the design of such deliverable, any proprietary rights (such as intellectual property rights or Proprietary Information) of a third party for which such Party has not acquired the right (and such Party will use reasonable endeavours to acquire such right in a timely manner) to grant licences under user rights to the other Parties in accordance with the Agreement, unless all of the other Parties have prior accepted such use in writing, such acceptance not to be unreasonably withheld.

3.5.3 Towards the Eurostars Administration

Each Party undertakes:

- (a) to use its reasonable endeavours to enable the Parties to perform their joint and several obligations under the Agreement, and to achieve the results intended for the Project;
- (b) to comply promptly with the obligations imposed upon it under the Agreement.

3.6 Assignment

3.6.1 Except as provided in Article 3.7, no Party shall assign or otherwise transfer partially or totally any of its rights and obligations under this Agreement without the prior written consent of the other Parties, which will not be unreasonably withheld.

3.6.2 The provisions of Article 3.7. shall not apply when such assignment or transfer is in favour of an Affiliate of the Party making the assignment or transfer. Notwithstanding any such consent, assignment or transfer in favour of any Affiliate, such Party shall remain responsible for all its obligations and liabilities under this Agreement and under the Contract, unless:

- (a) the whole of its rights and obligations under this Agreement and under the Contract are assigned or transferred to the same entity; and
- (b) the prior written consent of the National Funding Body to such assignment or transfer is obtained; and

- (c) the entity in receipt of the assignment undertakes with the European Commission and all the Parties to be bound by the terms of this Agreement and the Contract with the National Funding Body.

3.7 National requirements for reporting

National Funding Bodies require regular scientific, technical and financial reports. The frequency and extent of such reports is stipulated in the respective National Grant Agreements.

This is the responsibility of each partner. The project coordinator is in no way responsible for reporting to National Funding Bodies.

4 Financial Issues

4.1 Budget

The total estimated costs of the project are EUR 1,676,157.60; thereof

- EL's component is EUR 397,024.72 – and qualifies for 50% support from Eurostars
- IAG's component is EUR 200,239.80 - and qualifies for 50% support from Eurostars
- KSI's component is EUR 199,536.45 - and qualifies for 100% support from Eurostars.
- PKU's component is EUR 120,600.00 - and qualifies for 50% support from Eurostars
- BVT's component is EUR 305,076.00 - and qualifies for 50% support from Eurostars
- SC's component is EUR 453,680.63 - and qualifies for 30% support from Eurostars

4.2 Eurostars funding

Eurostars funding is made through the respective National Funding Bodies. These are organizations designated by each Eurostars member country to administer funding at a national level and which have concluded an agreement with the EUREKA Secretariat.

Each Party will sign a Contract with the relevant National Funding Bodies in their respective country. The necessary equity ratios will be financed by current revenues.

The Austrian Partner will obtain its grant instalments by the Austrian Federal Ministry of Science, Research and Economy (BMWFW).

The German Partners will obtain their grant instalments by the German Federal Ministry of Education and Research (BMBF).

The Czech Partners will obtain their grant instalments by the Czech Ministry of Education, Youth and Sports (MEYS, MŠMT in Czech).

4.3 Self-funding

EL, IAG, PKU, BVT and SC will self-fund the unsupported cost of the project relating to their assigned tasks in the work packages.

4.4 Subcontracting

Any party has the rights to subcontract parts of its responsible work packages and order supporting work (e.g. in the area of electrical engineering and software development) at subcontractors. In such case, the cost of this subcontracting is covered solely by the requesting party.

4.5 Budget adjustment

The Agreement allows the Parties to mutually adjust or change both tasks and budgets. Such changes must be supported by all Parties and agreed in writing.

4.6 Costs and Coordinator expenses

Each Party shall bear its own costs in connection with the making of the Eurostars Proposal, the negotiation of the Contract and this Agreement, and the execution of the Project.

4.7 Costs of administrative expenses

The Parties may engage one professional and experienced service organisation for carrying-out the administrative paperwork, the coordination between the Partners, the organisation of the regular project meetings and the reporting to the Eurostars Secretariat and the European Commission.

The expenses borne by this service organisation shall be borne by each party.

The amount of the financial contribution for the professional and experienced service organisation is based on agreements to be concluded with all Parties separately.

4.8 National requirements for reporting

The Agreement and the National Funding Bodies require regular financial reports, usually on a 12-monthly basis. This national reporting is the responsibility of each party and not the coordinators responsibility.

5 Intellectual Property Rights

Nothing in this Article 5 shall prejudice or be deemed to prejudice the rights of the Eurostars Administration under the Agreement.

Each Party will procure that all Foreground IP, arising out of or developed in the course of the project or available as background IP used in connection with any invention, design or work made by any of its employees for the purpose of the Project shall be property of the partners who have developed this IP. If it is needed for the planned commercial by project partners, it will made accessible at preferable conditions.

5.1 Results

Where Foreground is developed and project results are intended to be transferred into commercialization the Parties agree to interpret and implement the provisions of this Agreement as follows:

(a) Protective rights

Dissemination of Foreground

- (i)** Each Commercial Party will take appropriate action to protect Results developed by or on behalf of such Party or its affiliates or its subsidiaries or its subcontractors under the Project, by such rights as are available under the applicable legal system, including without limitation copyright or any other similar statutory right; and to protect such Results to the extent reasonably possible as proprietary information.

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- (ii) Unless and save to the extent previously agreed in writing, the Parties will endeavour to determine unanimously within a reasonable time the procedures and schedules for disseminating the Results of the Project.

(b) Rights to Foreground and Project's Results granted as of the Date of this Agreement

EL, IAG, PKU, BVT, SC shall have:

- (i) the right to commercialize their own developments
- (ii) the right to integrate marketable components of other partners under normal market terms and conditions in future joint products marketed jointly.

BVT shall have:

- (iii) the right to flow-through ISE electrodes. The development is under NDA with CleanGrow UK (<https://www.ionselectiveelectrode.com>). BVT owns the technical solution, CleanGrow the chemical part of ISE. The results can be implemented in the project Hydrosense but IPR belongs CleanGrow UK and BVT
- (iv) the right to use of microdialysis. The development is under NDA with ProbeScientific (<http://www.probescientific.com/>) BVT owns the right to use the microdialysis in non - medical applications. The results can be implemented in the project Hydrosense but IPR belongs BVT
- (v) the right to use of printed flow-through oxygen electrodes. The development of BVT. The results can be implemented in the project Hydrosense but IPR belongs to BVT

The specific conditions for the access to this rights/data/software will be in the frame of the licence regulations for patents and will be defined in separate contracts

5.2 Access rights for RTD and exploitation

Subject to the provisions of Article 8.6 the licences and user rights in respect of any Foreground provided for in the Agreement shall be deemed granted as of the Date of this Agreement.

5.3 Change of control

Upon any legal entity or other organisation ceasing to be an affiliate of any Party, any licences or user rights granted to such affiliate in respect of Foreground or Background shall lapse, provided however that Foreground information which has been incorporated into the Project's Results (products, processes, software or services) of such affiliate or which has been amalgamated with such affiliate's own information may continue to be used by such affiliate. In such an event, at the request of such affiliate, the Parties shall grant to it non-exclusive licences under their Foreground rights against terms and conditions to be agreed, provided that no major business interests of such Parties oppose the grant of such licences. Upon such cessation of affiliation, licences or user rights granted by such affiliate to any Party under or in respect of Foreground or Background shall continue in full force and effect.

5.4 Joint inventions

If, in the course of carrying out work on the Project, employees and/or subcontractors and/or associated contractors of more than one Party jointly make an invention, and if the features of such joint invention are such that it is not possible to separate them for the purpose of applying for or obtaining the relevant patent protection or any other intellectual property rights, the Parties concerned may jointly apply for the respective patent or any other IP rights.

If any Party which is entitled to participate in such applications either:

- (a) notifies the other Party or Parties concerned that it does not wish so to participate; or
- (b) fails to take within a reasonable period of time all steps reasonably necessary to be taken by such Party to enable such application to be made, or to maintain in force any relevant patent or other IP rights;

upon written notice from the other Party or Parties concerned, the other Party or Parties concerned shall be entitled to make such application, or maintain in force such patent or other IP rights, in their sole name or names; and the Party which does not so participate shall promptly take such steps as may be required to waive or assign its rights (subject, in the case of waiver or assignment by an Academic Party, to the payment of royalties); save that such Party shall be granted non-exclusive royalty-free licences by the other Party or Parties in respect of such patent or other IP right. Royalty should depend on the contribution of this party on a case by case basis

The arrangements for applying for and maintaining such patent or any other IP rights shall be agreed in writing between the Parties concerned on a case by case basis.

In cases of ambiguities and/or disputes concerning joint patent and/or other joint IP rights, the IP Management Board will discuss, consult with independent third parties, if necessary and appropriate, and finally decide.

6 Confidentiality

6.1 Subject to Article 7, as respects all information (including Foreground Information and Background Information and whether oral, in writing or in electronic form), whether of a technical nature or otherwise relating in any manner to the business or affairs of another Party or its Affiliates, disclosed to a Party on a confidential basis by any other Party under this Agreement or otherwise in connection with the Project whether before or after signing of the Agreement by each Party (in addition and without prejudice to any undertaking given by that Party under the Agreement as to use or confidence) undertakes to each of the other Parties that:

- (a) it will not during a period of five (5) years after termination of this Agreement use any such information for any purpose other than in accordance with the terms of this Agreement; and
- (b) it will during such period of five (5) years treat any such information as confidential and not disclose it to any other person or party without the prior written consent of such other Party in each case;

provided always that:

- (i) such undertaking shall not in any case be deemed to extend to any information which the receiving Party can show:

- (A) was at the time of receipt published or otherwise generally available to the public;

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(B) has after receipt by the receiving Party been published or become generally available to the public otherwise than through any act or omission on the part of the receiving Party;

(C) was already in the possession of the receiving Party at the time of receipt without any restrictions on disclosure;

(D) was rightfully acquired from others without any undertaking of confidentiality imposed by the disclosing Party;

(E) was developed independently of the work under the Agreement by the receiving Party; or

(F) was necessarily divulged by marketing products or software in accordance with this Agreement;

(ii) nothing in this Article 6.1 shall prevent the communication of information to the Eurostars Administration, or (against similar undertakings of confidence and for delivery up of such information as are contained in this Agreement) to any Affiliate or to any permitted third party insofar as necessary for the proper execution of the Agreement and/or the exploitation and/or the commercialisation of Foreground (IP), or to the legal and accounting advisers of any Party.

6.2 As respects any permitted communication of any of the information referred to in Article 6.1 by the recipient Party to any other person or party (including but not limited to its Affiliates), such Party will use reasonable endeavours to procure observance and performance by such other person or party of the undertakings referred to in Article 6.1 and all relevant undertakings in the Agreement.

6.3 No provision in this Article 6 will limit the rights of the Parties under the Agreement.

7 Academic Party, Publications and the Right to Publish

During the Project period publications are only allowed when all members of the consortium have agreed to said publications in writing as stipulated in the following sections.

7.1 The Project will be the basis of several scientific and/or technical articles. Academic rights and the right to publish are secured through Articles 7.2 to 7.6. Excluded from the academic rights to present, discuss and publish are all materials and information obtained by the academic partners willingly or by chance in the course of the project which are either foreground or background know how created by the commercial partners and are indicated as "Confidential". All employees, students, agents or appointees of the Academic Partners who work on the Project shall be informed by their organisation about this fact in writing and shall agree with it by signature.

7.2 (a) All employees, students, agents or appointees of the Academic Party (including those who work on the Project) shall have freedom to publish Foreground and Background in accordance with normal academic practice; and freedom to discuss work undertaken as part of the Project in seminars, and to give instruction on questions related to such work, in pursuance of the Academic Party's academic functions.

(b) The Academic Party will use all reasonable endeavours to submit Foreground intended for publication to the Commercial Parties in writing not less than sixty (60) days in advance of the submission for publication. Any Commercial Party may require the Academic Party to delay submission for publication if such delay is necessary in order to seek patent or similar protection for the Foreground in question. A delay imposed on submission for publication as a result of a requirement made by a Commercial Party shall not last longer than is absolutely necessary to seek the required protection; and therefore shall not exceed two (2) months from the date of receipt of the Foreground by the Commercial Parties, although the Academic Party will not unreasonably refuse a request from the Commercial Party for additional delay in the rare event that the property rights would otherwise be lost. Notification of the requirement for delay in submission for publication must be received by the Academic Party within thirty (30) days after the receipt of the Foreground by the Commercial Parties, failing which the Academic Party shall be free to assume that no Commercial Party has any objection to the proposed publication.

7.3 Nothing in this Agreement shall prevent any registered student of the Academic Party from submitting for a degree of that party a thesis based on Foreground or Background, the examination of such a thesis by examiners appointed by the Academic Party, or the deposit of such a thesis in a library of the Academic Party in accordance with the relevant procedures of the Academic Party. Publication of such a thesis shall be delayed on demand of one or more of the Commercial Parties according to Article 7.2 (b).

7.4 The Academic Partner does not make any representation or warranty that advice or information given by any of its employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or information provided in connection with the Project, will not constitute or result in infringement of third-party rights. Nevertheless the academic partners are requested to inform the others if they are aware of such third-party rights.

All employees, students, agents or appointees of each Party who have considerably contributed to publishable new Foreground and/or Project Results have to be mentioned in the respective publications, conference posters or at oral presentations during conferences.

Each publication, poster, presentation, or any other communication materials must bear the Eurostars logo, the logo of the European Union as well as the Eurostars project number and/or the Eurostars Project acronym.

SC undertake to add the reference “co-founded by the Austrian Federal Ministry of Science, Research and Economy (BMWFW)” to all publications, posters, presentations and other public documentations relating to the Project Results.

EL, IAG and KSI undertake to add the reference “co-founded by the Federal Ministry of Education and Research (BMBF)” to all publications, posters, presentations and other public documentations relating to the Project Results.

BVT and PKU undertake to add the reference “co-founded by the Ministry of Education, Youth and Sports (MEYS, MŠMT in Czech)” to all publications, posters, presentations and other public documentations relating to the Project Results.

8 Liabilities

8.1 Liability towards each other

In respect of information or materials supplied by one Party to another under this Agreement, the supplier Party shall be under no obligation or liability other than as stated in Article 3.6.2(b); and the supplier Party gives no warranty condition or representation of any kind in any case as to the sufficiency, accuracy or fitness for purpose of such information or materials.

8.2 Claims of the Eurostars Administration

If the Eurostars Administration claims any reimbursement, indemnity or payment of damages from one or more Parties: each Party whose default has gross negligent or wilful caused or contributed to the claim being made shall indemnify each of the other Parties against such claims to the extent such claim was gross negligent or wilful caused or contributed to by such Party's default; and

8.3 Liability towards third parties

Subject always to such other undertakings and warranties as are provided for in this Agreement, each Party shall be solely liable for any loss, damage, or injury to third parties resulting from its carrying out its parts of the Project and from its use and exploitation of Foreground and Background.

8.4 Contracts with third parties

Each Party shall be fully responsible for the performance of any part of its share of the Project in respect of which it enters into any contract with a third party, e.g. an associated contractor or subcontractor.

8.5 Defaults and remedies

In the event of a gross negligence or wilful breach by a Party of its obligations under this Agreement that is not remedied within sixty (60) days of written notice from the other Parties requiring that it be remedied, or if Article 9.2.2 applies, other Parties may jointly terminate this Agreement in accordance with Article 3.3.1(c) with respect to the Defaulting Party concerned.

Such termination shall take place with respect to such Defaulting Party as of the date of such notice, subject to the provisions in (a) and (b) below.

Notice of such termination shall be given to the Eurostars Administration, and the Eurostars Administration shall be requested to terminate any Contract with respect to the Defaulting Party, provided always that:

- (a)** without prejudice to any other rights of the other parties, the rights and licences granted to the Defaulting Party by the other Parties pursuant to this Agreement shall cease immediately; but the rights and licences so granted by the Defaulting Party to the other Parties and their Affiliates shall remain in full force and effect;
- (b)** the Defaulting Party will:
 - (i)** be responsible for and pay all reasonable direct cost increase (if any) resulting from the assignment referred to in Article 3.3.1(c)(ii) in comparison with the costs of the tasks of the Defaulting Party as specified in the Technical Annex (Annex 1) at the date of the termination; and
 - (ii)** be liable for any so resulting additional direct cost incurred by the other Parties.

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If the Eurostars Administration does not terminate the Contract with respect to the Defaulting Party, such Party shall be deemed to have agreed to withdraw from the Project with the consent of all the other Parties pursuant to the Agreement with the proviso that Article 8.6(a) applies and that the agreement which is deemed to have been given by the Defaulting Party shall be without prejudice to the rights of the Defaulting Party to appeal against the termination.

The liability of any Party for any gross negligent or wilful breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, shall not extend to any incidental or consequential damages or losses including (without limitation) loss of profits. The liability on the part of the Academic Party, the principal investigator, the investigating hospital physician and the subordinate personnel of the Academic Party shall be limited to the total amount of contract value.

The limitation of liability quoted above does not apply in cases of personal injury.

8.6 Force Majeure

Without prejudice to the provisions of the Contract relating to force majeure, the following provisions shall apply to this Agreement:

- 8.6.1** For the purposes of this Agreement "force majeure" shall mean any of the following: Act of God, outbreak of hostilities, riot, civil disturbance, student disorder, acts of terrorism, the act of any government or authority (including refusal or revocation of any licence or consent), fire, explosion, flood, fog or bad weather, power failure, failure of telecommunications lines, failure or breakdown of plant, machinery or vehicles, default of suppliers or subcontractor, theft, malicious damage, strike, lockout or industrial action of any kind, and any cause or circumstance whatsoever beyond the affected Party's reasonable control.
- 8.6.2** No Party shall be liable for delay in performing or failure to perform its obligations under this Agreement if the delay or failure results from events or circumstances of force majeure. Such delay or failure shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.
- 8.6.3** The Party affected by force majeure shall promptly notify the Coordinator of such event or circumstance, its likely effects and duration, and its cessation and shall use its best endeavours in any situation where it has invoked this Article to perform its relevant obligations as soon as possible. Each of the other Parties shall use reasonable endeavours to mitigate the effects of such an event.

Subject to Article 7, this Article 8 sets out the entire liability of each Party arising from this Agreement.

If any sub-clause of this Article 8 is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if as a result any Party becomes liable for loss or damage which would otherwise have been excluded then such liability shall be subject to the remaining sub-clauses of this Article 8.

9 Final Clauses

9.1 Start and end of the Project

The consortium agreement shall enter into force only upon approval of all requested grants and upon signing the Agreement; the Project ends on delivery of the final report.

9.2 Termination

No Party shall be entitled to withdraw from or to terminate this Agreement with respect to itself and/or its participation in the Project unless:

- (a)** that Party has obtained the prior written consent of all the other Parties - such consent not to be unreasonably withheld - and also the deemed consent of the Eurostars Administration under Contract to the withdrawal from or termination of the Contract with respect to such Party; or
- (b)** that Party's participation in the Contract is terminated by the Eurostars Administration pursuant to the provisions of the Contract; or
- (c)** the Contract is terminated as a whole by the Eurostars Administration or by the Parties in accordance with the Contract for any reason whatsoever.

Provided always that a Party shall not by withdrawal or termination be relieved from:

- (i)** any of its obligations under this Agreement which are intended to survive such event;
- (ii)** its responsibilities under this Agreement in respect of that part of the Party's work on the Project which has been carried out (or which should have been carried out up to the date of withdrawal or termination); or
- (iii)** any of its obligations or liabilities arising out of such withdrawal or termination;

and this Agreement shall not be terminated as a whole unless the Contract is terminated as a whole by the Eurostars Administration or by the Parties in accordance with the Contract and such termination shall be without prejudice to any obligations or liabilities of all or any of the Parties under the Contract or this Agreement which are intended to survive such event.

9.2.1 In the event that a National Funding Body discontinues the funding of the cooperation project in whole or in part, or the Partners determine by mutual agreement that the target pursued with the cooperation project is not achievable, thus rendering the basis for this agreement non-applicable, the Partners shall reach agreement concerning further action, including the rights to the work results produced up to this point, and – as appropriate – come to a separate agreement.

9.2.2 If any Party's participation in the Contract is terminated by the Eurostars Administration or by the Parties pursuant to the provisions of the Contract, then without prejudice to any other rights of the other Parties the provisions of Articles 3.3.1(c)(ii) and 8.6(a) and (b) shall apply correspondingly.

9.2.3 If any Party enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors, the other Parties shall be entitled (subject to approval by the Eurostars Administration and the respective National Funding Body) to take over the fulfilment of such Party's obligations, and to receive subsequent payments under the Contract in accordance with the regulations of the National Funding Body.

In such event all rights and obligations under the Contract and this Agreement shall be redistributed in good faith among the remaining Parties and the affected Party, on the basis of the work performed by the affected Party prior to the occurrence of the above circumstances.

- 9.2.4** The Parties shall be able to terminate this Agreement within thirty (30) days with a Commercial Party, of which more than forty nine (49) per cent of the stock or other equity interest is transferred, sold or assigned, directly or indirectly to another party.
- 9.2.5** The provisions of Article 8 shall survive the expiration or termination of this Agreement (whether under Article 8.6 or otherwise) to the extent necessary to enable the Parties to pursue the remedies provided for in that Article 8.
- 9.2.6** The provisions of Articles 5 and 6 shall survive the termination or expiration of this Agreement in whole or with respect to any one or more Parties.
- 9.2.7** Termination of the Agreement and/or cessation of licences granted to the Defaulting Party in accordance with Article 8.6 shall not terminate any sub-licences granted or agreed to be granted or offered by the Defaulting Party in accordance with Article 5.1(b) prior to the date on which such termination of the Agreement and/or cessation of licences becomes effective, provided that the Party or Parties which generated the Results so sublicensed shall have the right to have an assignment of the Defaulting Party's rights under such sub-licences.

9.3 Annexes

Annex 1: Work Package list (Technical Annex)
Annex 2: GANNT Chart of the Project
Annex 3: Eurostars Application Proposal.

9.4 Amendment(s)

Alterations of and amendments to the Agreement must be made in writing. A waiving to this formal requirement must be in written form.

Should one or more provisions of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions. In such a case, the Parties will find a legal provision to replace the invalid provision and which is as close as possible to the former provision regarding contents.

The respective funding conditions of the National Funding Bodies have priority over to this Agreement.

9.5 Language

This Agreement is drawn up in English, and all official documents, notices and minutes for its operation and amendment shall be in English.

The working RTD language is English. RTD documents, RTD notices and RTD meetings may be held in English.

9.6 Governing law and settlement of disputes

- 9.6.1** If there is a dispute or difference between the Parties arising out of or in connection with this Agreement, the Parties shall first endeavour to settle it amicably.
- 9.6.2** Always having regard to the Contract, all disputes or differences arising in connection with this Agreement which cannot be settled as provided for in Article 9.6.1 shall be finally settled by arbitration. In any arbitration in which there are three (3) arbitrators, the chairman shall be

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of juridical education. The language of such arbitration shall be English. The award of the arbitrator will be final and binding upon the Parties concerned.

9.6.3 This Agreement will be subject to the laws of Germany. The Parties hereby agree to submit to the court of jurisdiction in Berlin / Germany.

9.7

The Academic Party will not receive any additional profits beyond the agreed support. Completion of the Project's tasks and deliverables, respectively, is independent of any business relations between the Parties.

9.8 Severability clause

If any provision of this contract is deemed to be, or become, ineffective, the remaining provisions shall remain in full force and effect. Such invalid or ineffective provision shall be replaced by a provision which is valid in law and which best reflects the purpose of the original ineffective provision.

10 Notices

Any notice to be given under this Agreement shall be in writing and shall be deemed to have been served when personally delivered, and confirmed by mail to the following addresses:

EvoLogics GmbH

Address Ackerstraße 76,
13355 Berlin, Germany

Homepage www.evologics.de

Attention xxx
E-mail: xxx

Institut für angewandte Gewässerökologie GmbH

Address Schlunkendorfer Straße 2 e
14554 Seddiner See, Germany

Homepage www.gewaesseroekologie-seddin.de

Attention xxx
E-mail: xxx



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Kurt-Schwabe-Institut für Mess- und Sensortechnik Meinsberg e.V.

Address Kurt-Schwabe-Str. 4
04736 Waldheim, Germany

Homepage www.ksi-meinsberg.de

Attention xxx
E-mail: xxx

Palivový kombinát Ústí, státní podnik

Address Hrbovická 2
40339 Chlumec, Czech Republic

Homepage www.pku.cz

Attention xxx
E-mail: xxx

BVT Technologies, a.s.

Address Hudcova 78c
61200 Brno, Czech Republic

Homepage www.bvt.cz

Attention xxx
E-mail: xxx

s::can GmbH

Address Brigittagasse 22-24
1200 Vienna, Austria

Homepage www.s-can.at

Attention xxx
E-mail: xxx

or to such other addresses as the addressee Party may designate by notice to the others given in accordance with this Article.



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11 Entire Agreement

- 11.1 This Agreement and the Contract constitute the entire agreement between the Parties in respect of the Project, and supersede all previous negotiations, commitments and writings concerning the Project.
- 11.2 Amendments or changes to this Agreement shall be valid only if made in writing and signed by at least one of authorised signatory of each of the Parties.

AS WITNESS the hands of the authorised representatives of the Parties:



EUROSTARS CONSORTIUM AGREEMENT

Partner 1

EvoLogics GmbH

Berlin, 14.4.2021

Berlin, 14.4.2021

xxx
CEO

xxx
CEO



EUROSTARS CONSORTIUM AGREEMENT

Partner 2

Institut für angewandte Gewässerökologie GmbH

Seddiner See, 25.4.2021

xxx
Managing Director



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Partner 3

Kurt-Schwabe-Institut für Mess- und Sensortechnik Meinsberg e.V.

Waldheim, 19.4.2021.

xxx
Director



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Partner 4

Palivový kombinát Ústí, státní podnik

Chlumec, 23.4.2021

xxx

Managing Director



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Partner 5

BVT Technologies, a.s.

Brno, 19.4.2021

xxx
Managing Director



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Partner 6

s::can GmbH

Vienna, 29.4.2021

xxx
Managing Director

xxx
Director