|  |
| --- |
|  |
| ENOS  Consortium Agreement  Version 22-04-2016  (based on DESCA - Horizon 2020 Model Consortium Agreement ([www.DESCA-2020.eu](http://www.DESCA-2020.eu)),  Version 1.2, March 2016 ) |

Table of Content

[1. Section: Definitions 5](#_Toc454286292)

[2. Section: Purpose 6](#_Toc454286293)

[3. Section: Entry into force, duration and termination 6](#_Toc454286294)

[4. Section: Responsibilities of Parties 7](#_Toc454286295)

[5. Section: Liability towards each other 8](#_Toc454286296)

[6. Section: Governance structure 9](#_Toc454286297)

[7. Section: Financial provisions 18](#_Toc454286298)

[8. Section: Results 21](#_Toc454286299)

[9. Section: Access Rights 24](#_Toc454286300)

[10. Section: Non-disclosure of information 27](#_Toc454286301)

[11. Section: Miscellaneous 28](#_Toc454286302)

[12. Section: Signatures 31](#_Toc454286303)

[Attachment 1: Background included 49](#_Toc454286304)

[Attachment 2: Accession document 72](#_Toc454286305)

[Attachment 3: List of Third Parties for simplified transfer according to Section 8.3.2. 73](#_Toc454286306)

[Attachment 4: Identified Affiliated Entities according to Section 9.5 74](#_Toc454286307)

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon

REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “Rules for Participation”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on 08/08/2016, hereinafter referred to as the Effective Date

BETWEEN:

|  |  |  |
| --- | --- | --- |
| Name | Short name | Country |
| BUREAU DE RECHERCHES GEOLOGIQUES ET MINIERES, the Coordinator | BRGM | France |

and the following nineteen entities:

|  |  |  |
| --- | --- | --- |
| Name | Short name | Country |
| Bundesanstalt für Geowissenschaften und Rohstoffe | BGR | Germany |
| NATURAL ENVIRONMENT RESEARCH COUNCIL (NERC), as represented by its component institute the British Geological Survey | BGS | United Kingdom |
| Czech Geological Survey | CGS | Czech Republic |
| CIEMAT | CIEMAT | Spain |
| Fundación Ciudad de la Energía | CIUDEN | Spain |
| Flodim | Flodim | France |
| Geogreen | GGR | France |
| IDIL fibres optiques | IDIL | France |
| International Research Institute of Stavanger AS | IRIS | Norway |
| NHAZCA | NHAZCA | Italy |
| OGS | OGS | Italy |
| SGIDS | SGIDS | Slovakia |
| Silixa | Silixa | United Kingdom |
| Sotacarbo | Sotacarbo | Italy |
| Nederlandse Organisatie voor toegepast-natuurwetenschappelijk Onderzoek TNO | TNO | The Netherlands |
| Sapienza University of Rome | UNIROMA1 | Italy |
| The University of Nottingham | UNOTT | United Kingdom |
| CO2GeoNet | CO2GeoNet | France |

hereinafter, jointly or individually, referred to as ”Beneficiaries” or ”Beneficiary”

Further the following Beneficiary, CO2GeoNet, is responsible for drafting agreement with the following linked third parties as listed hereunder (hereinafter, jointly or individually, referred to as “Linked Third Parties” or “Linked Third Party”) and described in the Grant Agreement Section 4.1. Therefore, the concerned Beneficiary will obtain signatures from its Linked Third Parties on a copy of this Consortium Agreement. The Linked Third Parties accept Sections 2, 3, 4, 5, 7.4, 8, 9, 10, 11, and Attachment 1 as relevant and applicable.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Beneficiary | | Linked Third Parties | | |
| no. | Name (short name) | Name | Short name | Country |
| 20 | CO2GeoNet  (CO2GeoNet) | GBA  GeoEcoMar  GEOINZ  GEUS  GSB-RBINS  Heriot Watt University  IGME  METU-PAL  TTUGI  UNIZG-RGNF | GBA  GeoEcoMar  GEOINZ  GEUS  GSB-RBINS  HWU  IGME  METU-PAL  TTUGI  UNIZG-RGNF | Austria  Romania  Slovenia  Denmark  Belgium  United Kingdom  Spain  Turkey  Estonia  Croatia |

relating to the Action entitled

“ENabling Onshore CO2 Storage in Europe”

in short

ENOS

hereinafter referred to as “Project”

WHEREAS:

The Beneficiaries, having considerable experience in the field concerned, have submitted a proposal for the Project to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020).

The Beneficiaries wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Beneficiaries and the Funding Authority (hereinafter “Grant Agreement”).

CO2GeoNet and its respective Linked Third Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Beneficiaries and the Funding Authority (hereinafter “Grant Agreement”).

The Beneficiaries and the Linked Third Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

# Section: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement including its Annexes.

1.2 Additional Definitions

“Consortium”

Consortium means the Beneficiaries and Linked Third Parties which have signed or acceded to this Consortium Agreement and which remain Participants in the Project.

“Consortium Body“:

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

“Consortium Plan”

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

"Funding Authority"

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

“Defaulting Participant”

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

“Linked Third Party” or “Linked Third Parties”

Linked Third Party means one of the entities linked to PLC-3 and CO2GeoNet for the purpose of this Project as listed hereabove. A Linked Third Party has the same rights and responsibilities as a Beneficiary regarding Liability, Background, Results and Non-Disclosure of information as specified in sections 2, 3, 4, 5, 7.4, 8, 9, 10, 11 and Attachment 1 of this Consortium Agreement.

“Needed”

means:

For the implementation of the Project:

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

For Exploitation of own Results:

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

“Participant” or “Participants”

A Participant means any Beneficiary and/or Linked Third Party involved in the Project (singular one of either).

“Results”

Results means any (tangible or intangible) output of the Project such as data, knowledge or information - whatever its form or nature, whether it can be protected or not - that is generated in the Project, as well as any rights attached to it, including intellectual property rights.

“Beneficiary” or “Beneficiaries”

Beneficiary means an entity described as Beneficiary in the Grant Agreement.

“Software”

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

# Section: Purpose

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

# Section: Entry into force, duration and termination

3.1 Entry into force

An entity becomes a Participant to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.

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

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

3.2 Duration and termination

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Participants under the Grant Agreement and under this Consortium Agreement.

However, this Consortium Agreement or the participation of one or more Participants to it may be terminated in accordance with the terms of this Consortium Agreement.

If the Grant Agreement

* is not signed by the Funding Authority or a Beneficiary, or
* is terminated, or
* if a Beneficiary’s participation in the Grant Agreement is terminated,

this Consortium Agreement shall automatically terminate in respect of the affected Participant(s), subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

The provisions relating to Access Rights, Dissemination and Confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement, or, with regard to any Participant, the termination of that Participant’s participation to this Consortium Agreement.

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

# Section: Responsibilities of Parties

4.1 General principles

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

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

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

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

4.2 Breach

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

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

4.3 Involvement of third parties

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

# Section: Liability towards each other

5.1 No warranties

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

Therefore,

* the recipient Participant shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
* no Participant granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Participant (or its Affiliated Entities) exercising its Access Rights.

5.2 Limitations of contractual liability

No Participant shall be responsible to any other Participant 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 wilful act.

For any remaining contractual liability, a Participant’s aggregate liability towards the other Participants collectively shall be limited to once the Participant’s share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a wilful act or gross negligence.

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

5.3 Damage caused to third parties

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

5.4 Force Majeure

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

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

# Section: Governance structure

6.1 General structure

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

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

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

**Work Package Teams** as management groups for work packages and the associated tasks described in Annex 1 of the Grant Agreement.

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

The **Management Support Team** assists the Coordinator.

The **Scientific Editor Committee** assists the Consortium in research integration and dissemination activities.

The **Advisory Body** shall advise the General Assembly..

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

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

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

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings

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

|  |  |  |
| --- | --- | --- |
|  | Ordinary meeting | Extraordinary meeting |
| General Assembly | At least once a year | At any time upon written request of the Management Board or 1/3 of the Members of the General Assembly |
| Management Board | At least quarterly | At any time upon written request of any Member of the Management Board |

6.2.2.2 Notice of a meeting

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

|  |  |  |
| --- | --- | --- |
|  | Ordinary meeting | Extraordinary meeting |
| General Assembly | 45 calendar days | 15 calendar days |
| Management Board | 14 calendar days | 7 calendar days |

6.2.2.3 Sending the agenda

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

|  |  |
| --- | --- |
| General Assembly | 21 calendar days, 10 calendar days for an extraordinary meeting |
| Management Board | 7 calendar days |

6.2.2.4 Adding agenda items:

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

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

|  |  |
| --- | --- |
| General Assembly | 14 calendar days, 7 calendar days for an extraordinary meeting |
| Management Board | 2 calendar days |

6.2.2.5 During a meeting the Members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.

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

6.2.2.7 Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 6.2.5.

6.2.2.8 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document, which is then agreed by the defined majority (see Section 6.2.3) of all Members of the Consortium Body. Such document shall include the deadline for responses.

6.2.2.9 Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.2.4.4, no Member has sent an objection in writing to the chairperson. The decisions will be binding after the chairperson sends to all Members of the Consortium Body and to the Coordinator a written notification of this acceptance.

6.2.3 Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

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

6.2.3.3 A Beneficiary which the General Assembly has declared according to Section 4.2 to be a Defaulting Participant may not vote.

6.2.3.4 Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

6.2.4 Veto rights

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

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

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 calendar days after the draft minutes of the meeting are sent. A Beneficiary that is not a Member of a particular Consortium Body may veto a decision within the same number of calendar days after the draft minutes of the meeting are sent.

6.2.4.4 When a decision has been taken without a meeting a Member may veto such decision within 15 calendar days after written notification by the chairperson of the outcome of the vote.

6.2.4.5 In case of exercise of veto, the Members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

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

6.2.4.7 A Participant requesting to leave the consortium may not veto decisions relating thereto.

6.2.5 Minutes of meetings

6.2.5.1 The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send the draft minutes to all Members within 10 calendar days of the meeting.

6.2.5.2 The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

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

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

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

6.3.1.1 Members

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

It is hereby agreed between General Assembly members that each Beneficiary can be assisted by non voting representative from its staff and/or its Linked Third Parties but having no voting right.

6.3.1.1.2 Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement except those decisions that according to a Beneficiary’s internal rules have to be approved by its authorised representatives.

For the avoidance of doubt, any change to the Consortium Agreement or any budget-related change to Annex 1 to the Grant Agreement shall only be legally binding between the Beneficiaries if agreed in writing and executed by the duly authorised signatories of each Beneficiary.

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

6.3.1.1.4 The Participants agree to abide by all decisions of the General Assembly. This does not prevent the Beneficiaries to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 11.8.

6.3.1.2 Decisions

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

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

* Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
* Changes to the Consortium Plan
* Modifications to Attachment 1 (Background Included)
* Additions to Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)
* Additions to Attachment 4 (Identified Affiliated Entities)
* Modus operandi for the calculation of the contribution of each Participant to each Task or Sub-Task at 24 months after the start of the project, according to Section 8.2

Evolution of the consortium

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

Appointments

* on the basis of the Grant Agreement, the appointment of Advisory Body Members.

6.3.2 Management Board

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

6.3.2.1 Members

The Management Board shall consist of the Coordinator (BRGM) and the Work Package Leaders (as specified in Annex 1 of the Grant Agreement).

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

6.3.2.2 Minutes of meetings

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

6.3.2.3 Tasks

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

6.3.2.3.2 The Management Board shall seek a consensus among the Beneficiaries.

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

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

6.3.2.3.5 In addition, the Management Board shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the General Assembly.

6.3.2.3.6 The Management Board shall:

* support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables;
* prepare the content and timing of press releases and joint publications by the Consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement Article 29.

In addition, the Management Board will be responsible for:

* Preparing logistics and content of the General Assembly meetings, including list of decisions to be taken;
* Making sure that the points raised and decisions made by the General Assembly are correctly addressed;
* Organising and Steering the meetings of the Advisory Body;
* Ensuring good coordination between the Project Work Packages;
* Organising and supporting the contractual reporting to the Funding Authority.

6.3.2.3.7 In the case of abolished tasks as a result of a decision of the General Assembly, the Management Board shall advise the General Assembly on ways to rearrange tasks and budgets of the Participants concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.3.2.3.8 The Management Board shall organize the consultation of the Advisory Body.

6.3.3 Work Package Teams

6.3.3.1 Members

A Work Package Team shall consist of one representative of each Participant having a task within the respective Work Package.

6.3.3.2 Tasks

A Task of a Work Package is the technical work to be performed by the Task Leader and Participants involved as described in the Description of Action (Annex 1 to the Grant Agreement).

6.3.3.3 Work Package Leaders

Each Work Package Leader shall manage its respective Work Package, in particular with regard to:

* the timely delivery of reports and Work Package Results to the Management Board and the Coordinator;
* reviewing the quality of the reports;
* formulating an implementation plan for the activities within the Work Package for the future period, which can imply proposing to the Management Board changes to the Consortium Plan and/or Annex 1 of the Grant Agreement ;
* making proposals to the Management Board for the accession of new entities to the Grant Agreement and to the Consortium Agreement in order for said new entities to participate in the Work Package;
* alerting the Management Board and the Coordinator in case of delay in the performance of the Work Package or in case of breach of responsibilities of any Participant under said Work Package;
* documenting, at the request of the Management Board, a presumed breach of responsibilities of a Participant under the Work Package and preparing a proposal for remedies to the Management Board;
* deciding upon any exchange of Tasks and related budgets between the Participants in a Work Package when such exchange has no impact beyond the scope of the Work Package and its budget.

6.3.3.4 Task Leaders

The Task Leader shall have the following functions:

* organizing the technical work under the Task with the Participants involved;
* coordinating on a day-to-day basis the progress of the technical work under the Task;
* communicating any plans, deliverables, documents and information connected with the Task between the Participants involved and, if relevant, to the Work Package Leader;
* following up decisions made by Consortium Bodies insofar as they affect the Task.

6.4 Coordinator

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

6.4.2 In particular, the Coordinator shall be responsible for:

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

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

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

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

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

6.5. Management Support Team

The Management Support Team is composed of staff from BRGM, and shall be appointed by the Coordinator. It shall assist and facilitate the work of the Coordinator for executing the decisions of the General Assembly as well as the day-to-day management of the Project.

6.6 Scientific Editor Committee

The Scientific Editor Committee will be composed of Members appointed by each Beneficiary involved in Work Package 7 of the Project as definied in Annex 1 of the Grant Agreement. The Scientific Editor Committee role is to gather, analyse, and steward the knowledge developed in Work Package 1 to 5 by promoting collaboration, encouraging and supervising publication, aiding in organising workshops and knowledge exchange with research industrial and policy making communities.

6.7 Advisory Body (AB)

An external expert Advisory Body (AB) will be appointed and steered by the Management Board. The AB will provide expertise and guidance to the General Assembly on the Project’s activities and plans. The AB is composed of external persons representing end-users of outcomes of the Project and international research and development community. The exact composition of the AB and the names of the selected persons will be decided and approved at the 1st General Assembly meeting.

The Coordinator will ensure that a non-disclosure agreement is executed between all Participants and each AB Member. Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 calendar days after their nomination or before any confidential information will be exchanged, whichever date is earlier. The Coordinator shall write the minutes of the AB meetings and prepare the implementation of the AB's suggestions. The AB Members shall be allowed to participate in General Assembly meetings upon invitation but do not have any voting rights.

# Section: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

- the budget as included in the Consortium Plan

- the approval of reports by the Funding Authority, and

- the provisions of payment in Section 7.3.

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

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

7.1.4 Return of excess payments; receipts

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

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

7.1.5 Financial Consequences of the termination of the participation of a Beneficiary

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

7.2 Budgeting

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

7.3 Payments

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

In particular, the Coordinator shall:

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

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

All payments shall be made without undue delay by the Coordinator after receipt of funds from the Funding Authority and in conformity with the provisions of the Grant Agreement.

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

Funding of costs included in the Consortium Plan will be paid to Beneficiaries after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Funding Authority will be paid to the Beneficiary concerned.

The pre-financing shall be distributed in one instalment as agreed between Participants.

The other payments (interim) are related with the Funding Authority contribution for the costs accepted by the Funding Authority and shall be paid to the Beneficiary concerned in a single payment, considering the amounts already paid and according to the work done.

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

The Coordinator is entitled to recover any payments (advances) already paid to a Defaulting Participant except for payment in relation to performance already accepted by the Funding Authority or paid in excess to a Beneficiary with regards of its final expenses accepted by the Funding Authority. The Coordinator is equally entitled to withhold payments to a Beneficiary when this is suggested by or agreed with the Funding Authority.

7.4 Payments to Linked Third Parties

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

The justifying of costs, funding principles and the financial consequences as stipulated in section 7.1.2, 7.1.3, 7.1.4 and 7.1.5 for Beneficiaries are also valid for Linked Third Parties.

Payments to Linked Third Parties are the exclusive tasks CO2GeoNet, to whom the Linked Third Parties are respectively linked.

In particular CO2GeoNet shall:

* notify the Linked Third Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references,
* perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts

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

The payment schedule will be handled according to the following:

Funding of costs included in the Consortium Plan will be paid to CO2GeoNet for its Linked Third Parties after receipt from the Coordinator without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Funding Authority will be paid to the Linked Third Party concerned by the Beneficiary.

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

The Beneficiary concerned is entitled to recover any payments already paid to a Defaulting Participant except for payment in relation to performance already accepted by the Funding Authority.

The Beneficiary concerned is equally entitled to withhold payments to a Linked Third Party when this is suggested by or agreed with the Funding Authority.

# Section: Results

8.1 Ownership of Results

Results are owned exclusively by the Participant that generates them.

8.2 Joint ownership

Joint ownership is governed by Grant Agreement Article 26.2 with the following additions:

The Intellectual Property Rights (IPR) arising from the Project will be co-owned exclusively by the Participants involved in the invention within the Task or Sub-Tasks, according to their contribution to it.

The contribution will be calculated according to the effort of the Participants to each Task or Sub-Tasks, taking in consideration the following parameters:

a) Person/month effort of each Participant in each Task or Sub-Task.

b) Other direct cost of each Participant in each Task or Sub-Task.

c) Subcontracting cost of each Participant in each Task or Sub-Task.

d) Background, as defined in Attachment 1.

e) Intellectual contributions.

f) In kind contributions.

In the event that Intellectual Property Rights are generated within various Tasks or Sub-Tasks, the contribution of each Participant will be calculated prorating its contribution to the sum of all corresponding Tasks or Sub-Tasks.

The General Assembly must set a procedure to distribute the IPR no longer than 24 months after the beginning of the Project, and following previously mentioned parameters.

Unless otherwise agreed:

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

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

(b) Fair and Reasonable compensation.

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

8.3 Transfer of Results

8.3.1 Each Participant may transfer ownership of its own Results following the procedures of the Grant Agreement Article 30.

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

8.3.3 The transferring Participant shall, however, at the time of the transfer, inform the other Participants of such transfer and shall ensure that the rights of the other Participants will not be affected by such transfer. Any addition to Attachment 3 after signature of this Agreement requires a decision of the General Assembly.

8.3.4 The Participants recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Participant to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement. However, notice should be given to all Participants as soon as it is practically possible.

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

8.4 Dissemination

8.4.1 For the avoidance of doubt, nothing in this Section 8.4 shall impact on the confidentiality obligations set out in Section 10 which shall prevail.

8.4.2 Dissemination of own Results

8.4.2.1 During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Participants including but not restricted to publications and presentations, shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions.

Prior notice of any planned publication shall be given to the Scientific Editor Committee and other Participants at least 30 calendar days before the submission, according to the procedure agreed on the first meeting of the General Assembly. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the Participant or Participants proposing the dissemination within 20 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2 An objection is justified if the protection of the objecting Participant's Results or Background would be adversely affected and/or the objecting Participant's legitimate interests in relation to the Results or Background would be significantly harmed.

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

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

8.4.2.4 The objecting Participant can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted provided that the justified grounds for the objection have been overcome on a timely and reasonable basis (for example by amendment to the planned publication and/or by protecting Confidential Information before publication).

8.4.3 Dissemination of another Participant’s unpublished Results or Background

A Participant shall not include in any dissemination activity another Participant's Results or Background without obtaining the owning Participant's prior written approval, unless they are already published.

For the avoidance of doubt, the mere absence of an objection according to Section 8.4.2 of this Consortium Agreement is not considered as an approval.

8.4.4 Cooperation obligations

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

8.4.5 Use of names, logos or trademarks

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

.

# Section: Access Rights

9.1 Background included

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

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

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

9.2 General Principles

9.2.1 Each Participant shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

9.2.2 Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

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

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

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

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

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

9.3 Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Participant under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

9.4.1.1 Access Rights to Results if Needed for Exploitation of a Participant’s own Results shall be granted on Fair and Reasonable conditions upon written bilateral agreement..

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

9.4.1.2 Access Rights to Background if Needed for Exploitation of a Participant’s own Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions upon written bilateral agreement.

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

9.5 Access Rights for Affiliated Entities

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

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

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

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

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

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

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

9.6 Additional Access Rights

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

9.7 Access Rights for Participants entering or leaving the consortium

9.7.1 New Participants entering the consortium

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

9.7.2 Participants leaving the consortium

9.7.2.1 Access Rights granted to a leaving Participant

9.7.2.1.1 Defaulting Participant

Access Rights granted to a Defaulting Particiapnt and such Participant's right to request Access Rights shall cease immediately upon receipt by the Defaulting Participant of the formal notice of the decision of the General Assembly to terminate its participation in the Consortium.

9.7.2.1.2 Non-defaulting Participant

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

It may request Access Rights within the period of time specified in Section 9.4.3.

9.7.2.1.3 Access Rights to be granted by any leaving Participant

Any Participant leaving the Project shall continue to grant Access Rights pursuant to the Grant Agreement and this Consortium Agreement as if it had remained a Participant for the whole duration of the Project.

9.8 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

Participants’ Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Participant granting the Access Rights.

# Section: Non-disclosure of information

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

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grand Agreement, for a period of 4 years after the end of the Project:

* not to use Confidential Information otherwise than for the purpose for which it was disclosed;
* not to disclose Confidential Information without the prior written consent by the Disclosing Participant;
* to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
* to return to the Disclosing Participant, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

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

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

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

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

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

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

* notify the Disclosing Participant, and
* comply with the Disclosing Participant’s reasonable instructions to protect the confidentiality of the information.

# Section: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Background included)

Attachment 2 (Accession document)

Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)

Attachment 4 (Identified Affiliated Entities)

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

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

11.2 No representation, partnership or agency

Except as otherwise provided in Section 6.4.4, no Participant shall be entitled to act or to make legally binding declarations on behalf of any other Participant or of the Consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Participants.

11.3 Notices and other communication

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

Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 9.7.2.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Participant and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:

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

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

11.4 Assignment and amendments

Except as set out in Section 8.3, no rights or obligations of the Participants arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Participants’ prior formal approval. Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to be signed between all Participants.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Participants shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Participants.

The award of the arbitration will be final and binding upon the Participants.

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

11.9 Access to the demonstration sites

For the implementation of the Project, each Beneficiary owning an experimental site, agrees to give acces to it, to any other Participant. For each experimental site, a procedure defining how to request access and providing all informations regarding regulations, safety and responsibilities will be set up by the Beneficiaries concerned at the start of the Project for each site.

# Section: Signatures

AS WITNESS:

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

BUREAU DE RECHERCHES GEOLOGIQUES ET MINIERES (BRGM)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

Bundesanstalt für Geowissenschaften und Rohstoffe (BGR)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

NERC as represented by BGS (BGS)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

Czech Geological Survey (CGS)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

CIEMAT (CIEMAT)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

Fundación Ciudad de la Energía (CIUDEN)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

Flodim (Flodim)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

Geogreen (GGR)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

IDIL fibres optiques (IDIL)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

International Research Institute of Stavanger AS (IRIS)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

NHAZCA (NHAZCA)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

OGS (OGS)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

SGIDS (SGIDS)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

Silixa (Silixa)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

Sotacarbo (Sotacarbo)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

Nederlandse Organisatie voor toegepast-natuurwetenschappelijk Onderzoek (TNO)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

Sapienza University of Rome (UNIROMA1)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

The University of Nottingham (UNOTT)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

CO2GeoNet (CO2GeoNet)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

**Linked Thrid Party to CO2GeoNet (CO2GeoNet) :** GBA (GBA)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

**Linked Thrid Party to CO2GeoNet (CO2GeoNet) :** GeoEcoMar (GeoEcoMar)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

**Linked Thrid Party to CO2GeoNet (CO2GeoNet) :** GEOINZ (GEINZ)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

**Linked Thrid Party to CO2GeoNet (CO2GeoNet) :** GEUS (GEUS)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

**Linked Thrid Party to CO2GeoNet (CO2GeoNet) :** GSB-RBINS (GSB-RBINS)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

**Linked Thrid Party to CO2GeoNet (CO2GeoNet) :** Heriot Watt University (HWU)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

**Linked Thrid Party to CO2GeoNet (CO2GeoNet) :** IGME (IGME)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

**Linked Thrid Party to CO2GeoNet (CO2GeoNet) :** METU-PAL (METU-PAL)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

**Linked Thrid Party to CO2GeoNet (CO2GeoNet) :** TTUGI (TTUGI)

Signature(s)

Name(s)

Title(s)

Date

AS WITNESS:

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

**Linked Thrid Party to CO2GeoNet (CO2GeoNet) :** UNIZG-RGNF (UNIZG-RGNF)

Signature(s)

Name(s)

Title(s)

Date

### Attachment 1: Background included

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

BENEFICIARY BRGM

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

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement) |
| Patents, rights to inventions, copyright and related rights, rights to goodwill, rights in designs, rights in computer software, database rights, rights in confidential information, including knowhow and trade secrets, that has been generated by BRGM researchers prior to ENOS project in particular for:   * Groundwater monitoring tools and CO2 detection tools in boreholes * Uncertainty assessment (GERICO software) | No part of the Background data may be published or made available to any third party outside of the Project, without the prior written consent of BRGM, which may be granted subject to any legal restrictions or limits, including those imposed by third parties.  Data and background knowledge/knowhow not generated using funding from ENOS remains the property of BRGM or the consortium under which the data were generated | Publication of Results using BRGM Background to any third party shall be possible only after receiving written consent from BRGM.  Raw measurements will not be made available to the Consortium.  Exploitation of Results using BRGM Background shall be agreed on a case by case basis with the concerned Participant. |

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

BENEFICIARY BGR

As to BGR, it is agreed between the Participants that, to the best of their knowledge: No data, know-how or information of BGR shall be Needed by another Beneficiary for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Beneficiary’s Results (Article 25.3 Grant Agreement).

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

BENEFICIARY BGS

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

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement) |
| Data provided as an in-kind contribution, including data about the GERC GeoEnergy Test Bed where data collection and processing has been funded from other projects  Geological static or dynamic models generated using funding not provided by  ENOS  Data provided to ENOS based on the CO2Stored database.  Patents, rights to inventions, copyright and related rights, rights to goodwill, rights in designs, rights in computer software, database rights, rights in confidential information, including knowhow and trade secrets, that has been generated by researchers in the field of storage capacity assessment, rock-water-CO2 interaction, the reaction of cement with CO2 and soil gas monitoring | No part of this Background data may be published or made available to any third party outside of the Project, without the prior written consent of BGS, which may be granted subject to any legal restrictions or limits, including those imposed by third parties.  Data and background knowledge/knowhow not generated using funding from ENOS remains the property of BGS or the consortium under which the data were generated  Geological static or dynamic models generated using funding not provided by  ENOS remain the property of BGS or the consortium under which the data were generated | No part of this Background data may be published, or made available to any third party outside of the Project, without the prior written consent of BGS, which may be granted subject to any legal restrictions or limits, including those imposed by third parties.  Data and background knowledge/knowhow not generated using funding from ENOS remains the property of BGS or the consortium under which the data were generated  Geological static or dynamic models generated using funding not provided by  ENOS remain the property of BGS or the consortium under which the data were generated |

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

BENEFICIARY CGS

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

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement) |
| Site specific data from the LBr-1 site provided by MND, a.s. – the former field operator | Data will be provided solely to participants who will need them to execute the tasks planned in the project, on condition of signing an accession agreement to the non-disclosure agreement between CGS and MND, a.s. | Exploitation of the data outside of ENOS is not permitted. Utilisation of the data for the purposes of dissemination of ENOS results is subject to prior approval by MND, a.s. |
| Site specific data and results from the LBr-1 site originating from the REPP-CO2 project | Data and results will be provided solely to participants who will need them to execute the tasks planned in the project. | Exploitation of the REPP-CO2 data and results outside of ENOS is permitted only on the basis of prior agreement by the data owners (CGS, IRIS or both of them). Utilisation of the data and results for the purposes of dissemination of ENOS results is permitted provided the REPP-CO2 project and its funding from Norway Grants are acknowledged. |

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

BENEFICIARY CIEMAT

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

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement) |
| CIEMAT has know-how about software development related to CO2 geological storage risk and safety applications, in particular on probabilistic numerical simulation of CO2 storage complexes applying a Monte Carlo algorithm (GoldSim software) and has developed a probabilistic model of integrated assessment of CO2 storage complexes behaviour (ABACO2G). | The know-how will be applied by CIEMAT throughout the project’s implementation in order to guarantee a successful fulfilment of the corresponding tasks, namely Task 1.4.  In principle, no know-how transfer to other parties is foreseen. However, if transfer of know-how should be required during the project, this will be subject to fair and reasonable conditions to be agreed upon among the parties. | Regarding the exploitation of results, a specific agreement between the parties must be negotiated aiming for fair and reasonable conditions |

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

BENEFICIARY CIUDEN

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

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement) |
| Data provided as an in-kind contribution, including data about the Hontomin site where data collection and processing has been funded from other projects (Static and dynamic models, Seismic monitoring data from Hontomín network, Initial composition of the reservoir water, Data from seismic campaings, Baseline of CO2 fluxes, Data from the existing meteorological station, Data from the shallow hydrogeological monitoring network) | No part of this Background data may be published or made available to any third party outside of the Project, without the prior written consent of CIUDEN, which may be granted subject to any legal restrictions or limits, including those imposed by third parties.  Data not generated using funding from ENOS remains the property of CIUDEN or the consortium under which the data were generated | No part of this Background data may be published, or made available to any third party outside of the Project, without the prior written consent of CIUDEN, which may be granted subject to any legal restrictions or limits, including those imposed by third parties.  Data not generated using funding from ENOS remains the property of CIUDEN or the consortium under which the data were generated |

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

BENEFICIARY Flodim

As to Flodim, it is agreed between the Participants that, to the best of their knowledge no data, know-how or information of Flodim shall be Needed by another Beneficiary for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Beneficiary’s Results (Article 25.3 Grant Agreement).

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

BENEFICIARY GEOGREEN

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

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement) |
| Knowledge generated in the field of modeling of coupled  multiphase transport process (geochemistry, geomechanics), uncertainty methodology and application |  |  |

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

BENEFICIARY IDIL

As to IDIL, it is agreed between the Participants that, to the best of their knowledge no data, know-how or information of IDIL shall be Needed by another Beneficiary for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Beneficiary’s Results (Article 25.3 Grant Agreement).

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

BENEFICIARY IRIS

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

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement) |
| Site specific data and results from the LBr-1 site originating from the REPP-CO2 project | Data and results will be provided solely to participants who will need them to execute the tasks planned in the project. | Exploitation of the REPP-CO2 data and results outside of ENOS is permitted only on the basis of prior agreement by the data owners (CGS, IRIS or both of them).  Utilisation of the data and results for the purposes of dissemination of ENOS results is permitted provided the REPP-CO2 project and its funding from Norway Grants are acknowledged. |

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

BENEFICIARY NHAZCA

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

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement) |
| Results obtained by NHAZCA at the end of this project | These results will be shared with all the Participants of the Project, but they cannot be published or made available to any third party outside of the Project, without the prior written consent of NHAZCA. | These results will be shared with all the Participants of the Project, but they cannot be published or made available to any third party outside of the Project, without the prior written consent of NHAZCA |

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

BENEFICIARY OGS

As to OGS, it is agreed between the Participants that, to the best of their knowledge no data, know-how or information of OGS shall be Needed by another Beneficiary for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Beneficiary’s Results (Article 25.3 Grant Agreement).

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

BENEFICIARY SGIDS

As to SGIDS, it is agreed between the Participants that, to the best of their knowledge no data, know-how or information of SGIDS shall be Needed by another Beneficiary for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Beneficiary’s Results (Article 25.3 Grant Agreement).

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

BENEFICIARY Silixa

As to Silixa, it is agreed between the Participants that, to the best of their knowledge no data, know-how or information of Silixa shall be Needed by another Beneficiary for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Beneficiary’s Results (Article 25.3 Grant Agreement).

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

BENEFICIARY Sotacarbo

As to Sotacarbo, it is agreed between the Participants that, to the best of their knowledge no data, know-how or information of Sotacarbo shall be Needed by another Beneficiary for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Beneficiary’s Results (Article 25.3 Grant Agreement).

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

BENEFICIARY TNO

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

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement) |
| ECCO-tool, developed by TNO, IFPEN, Sintef-ER, and PEL (Progressive Energy Ltd). The tool computes the physical flows and cash flows of a multitude of CCS configurations. | Specific limitations and/or conditions for implementation: consortium Participants can use a compiled version of the tool and will not have access to the source code | Specific limitations and/or conditions for exploitation: TNO will exploit the ECCO-tool and any compatible foreground that may result from ENOS. Consortium Participants will have access to a compiled version of the tool including the foreground. |
| DIDO-tool, developed by TNO. The tool computes the physical flows of, cash flows of, and evolutionary incremental investments done by heterogeneous multi-actors on regional energy systems composed of multi-components that are connected through public, regulated gas-electricity-heat grids. It is intended to add when opportune the option of a regional CO2 grid, with full multi-actor CCS-chains. | Specific limitations and/or conditions for implementation: consortium Participants can use a compiled version of the tool and will not have access to the source code. | Specific limitations and/or conditions for exploitation: TNO will exploit the DIDO-tool and any compatible foreground that may result from ENOS. Consortium Participants will have access to a compiled version of the tool including the foreground. |

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

BENEFICIARY UNIROMA1

As to UNIROMA1, it is agreed between the Participants that, to the best of their knowledge (please choose), the following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement) |
| Any and all Know How and IP, registered or unregistered, in gas sensor / chemical sensor / monitoring station / monitoring probe / robotics technology and related software, including (but not limited to) the deployment of methane and/or carbon dioxide and/or aqueous geochemistry sensor systems in groundwater, soil, and the atmosphere | Access limited to ENOS Participants for the purpose of fulfilling their project responsibilities | Access for exploitation will be evaluated on a case by case basis, and will require a formal written agreement. Acceptance will be contingent on, amongst other criteria, the active involvement of the UNIROMA1 personnel responsible for the Background and a clear professional and/or economic recognition of UNIROMA1 as the owner of the IPR |
| Any IP related to historical fractures and faults database | Access limited to ENOS Participants for the purpose of fulfilling their project responsibilities | Access for exploitation will be evaluated on a case by case basis, and will require a formal written agreement. Acceptance will be contingent on, amongst other criteria, the active involvement of the UNIROMA1 personnel responsible for the Background and a clear professional and/or economic recognition of UNIROMA1 as the owner of the IPR |
| Any IP related to historical databases of soil gas, gas flux, dissolved gas, and aqueous geochemistry measurements | Access limited to ENOS Participants for the purpose of fulfilling their project responsibilities | Access for exploitation will be evaluated on a case by case basis, and will require a formal written agreement. Acceptance will be contingent on, amongst other criteria, the active involvement of the UNIROMA1 personnel responsible for the Background and a clear professional and/or economic recognition of UNIROMA1 as the owner of the IPR |
| Any Background which is subject to non disclosure agreements with third parties, including research funded in full or in part by industrial or government sponsors | No access granted | No access granted |
| Any IP in use at UniRoma1 not associated with the research tasks as outlined in Annex 1, Description of Work of the ENOS project | No access granted | No access granted |
| Any Background which has been developed by researchers of the institution that do not participate in the ENOS Project | No access granted | No access granted |

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

BENEFICIARY UNOTT

As to UNOTT, it is agreed between the Participants that, to the best of their knowledge

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

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement) |
| Data provided as an in-kind contribution, including data about the GERC GeoEnergy Test Bed where data collection and processing has been funded from other projects | No part of this Background data may be published or made available to any third party outside of the Project, without the prior written consent of UNOTT, which may be granted subject to any legal restrictions or limits, including those imposed by third parties.  Data not generated using funding from ENOS remains the property of UNOTT or the consortium under which the data were generated | No part of this Background data may be published, or made available to any third party outside of the Project, without the prior written consent of UNOTT, which may be granted subject to any legal restrictions or limits, including those imposed by third parties.  Data not generated using funding from ENOS remains the property of UNOTT or the consortium under which the data were generated |

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

BENEFICIARY CO2GEONET

As to CO2GEONET, it is agreed between the Participants that, to the best of their knowledge no data, know-how or information of CO2GEONET shall be Needed by another Beneficiary for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Beneficiary’s Results (Article 25.3 Grant Agreement).

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

### Attachment 2: Accession document

ACCESSION

of a new Participant to

ENOS Consortium Agreement, version […, YYYY-MM-DD]

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTICIPANT]

Signature(s)   
Name(s)   
Title(s)

[Date and Place]

BUREAU DE RECHERCHES GEOLOGIQUES ET MINIERES (BRGM)

Signature(s)   
Name(s)   
Title(s)

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

### Attachment 4: Identified Affiliated Entities according to Section 9.5

GEOSTOCK SAS : 2, rue des Martinets - CS 70030 - 92569 Rueil-Malmaison Cedex - France