



Trend line

Consortium Agreement

Final version, 26th of May 2023

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Consortium Agreement Trendline

BETWEEN:

SWOV (Institute for Road Safety Research), PIC 997993231, established in Den Haag, The Netherlands, hereinafter referred to as **the Coordinator**,

and

1. BMK (Federal Ministry for Climate Action, Environment, Energy, Mobility, Innovation and Technology), established in Austria,
2. VIAS (Vias institute), established in Belgium,
3. BGSARS (State Agency Road Safety), established in Bulgaria,
4. FPZ (University of Zagreb Faculty of Transport and Traffic Sciences, established in Croatia
5. MTCW (Ministry of Transport, Communications and Works), established in Cyprus,
6. CDV (Centrum dopravního výzkumu, v.v.i.), established in Czechia,
7. DRD (Danish Road Directorate), established in Denmark,
8. VTT (Teknologian tutkimuskeskus VTT), established in Finland,
9. DSR (Délégation à la Sécurité Routière), established in France,
10. BAST (Federal Highway Research Institute), established in Germany,
11. MIT (Ministry of Infrastructure and Transport), established in Greece,
12. KTI (KTI Magyar Közlekedéstudományi és Logisztikai Intézet Nonprofit Kft.), established in Hungary
13. RSA (Road Safety Authority), established in Ireland,
14. CTL (Sapienza Università di Roma - Centro di ricerca per il Trasporto e la Logistica), established in Italy,
15. CSDD (Road Traffic Safety Directorate), established in Latvia,
16. TKA (Transport Competence Agency), established in Lithuania,
17. MMTP (Ministère de la Mobilité et des Travaux publics), established in Luxembourg,
18. ITS (Instytut Transportu Samochodowego), established in Poland,
19. ANSR (Autoridade Nacional de Segurança Rodoviária), established in Portugal,
20. MTI (Ministry of Transport and Infrastructure), established in Romania,
21. RAR (Romanian Automotive Register), established in Romania,
22. UNIZA (University of Zilinia), established in Slovakia,
23. AVP (Slovenian Traffic Safety Agency), established in Slovenia,
24. DGT (Directorate-General for Traffic), established in Spain,
25. STA (Swedish Transport Administration), established in Sweden.

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

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal on the 11th of October 2022 for a project under the “Connecting Europe Facility” (CEF), relating to the Action entitled “*Technical Assistance for the development and collection of Road safety Key Performance Indicators (KPI)*”. This project, in short “**Trendline**”, hereinafter referred to as “**Project**”, has been accepted by the European Union, represented by the European Commission/ A **Grant Agreement** has been signed (No MOVE/C2/2022-54) between the Commission and SWOV Institute for Road Safety Research on behalf of all the Trendline consortium partners on the 3th of April 2023. The **Consortium Agreement** shall have retroactive effect from the 15th of October 2022, which marked as the official starting date of the Trendline Project (see Grant Agreement p. 10).

This consortium agreement is based on the DESCA-Model Consortium Agreement for Horizon Europe.

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of this Grant Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

1.1 Definitions

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

1.2 Additional Definitions

“Consortium Plan”

Consortium plan means the description of the action as first defined in the Grant Agreement (ANNEX I Description of Action) and which may be updated by the General Assembly.

“Consortium Body”

Consortium Body means any management body as described in section 7 (governance structure) of this General Assembly.

"Granting Authority"

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

“Defaulting Party”

Defaulting Party means a Party which the General Assembly has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section 5.2 of this Consortium Agreement.

“Exploit(a)tion”

Exploit or Exploitation means the use of Results in further research and innovation activities other than those covered by the Project, including among other things, commercial exploitation such as developing, creating, manufacturing and marketing a product or process, creating and providing a service, or in standardisation activities.

2. Purpose

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

3. Entry into force, duration and termination

3.1 Entry into force

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

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

A new entity becomes a Party to the Consortium Agreement upon signature of an accession document (Attachment 1). by the new Party 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 Parties under the Grant Agreement and under this Consortium Agreement.

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

If

- the Grant Agreement is not signed by the Granting Authority or a Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

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

3.3 Survival of rights and obligations

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

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

4. Consortium plan and budget

The consortium plan is included as Annex 1 “Description of the Action” of the Grant Agreement. It includes the following elements

- > Article 1.1 – Implementation
- > Article 1.2 – Coverage
- > Article 1.3 – Scope and objectives
- > Article 1.4 – Activities
- > Article 1.5 – Overall planning and list of milestones
- > Article 1.6 – Subcontracting

The Budget is included as Annex 2 of the Grant Agreement and includes the following tables with financial information.

- > Summary of budget (including breakdown by reporting period) and requested EU contribution;
- > Budget and EU contribution by work package;
- > Budget by type of costs

Any amendments to the Grant Agreement including its annexes will automatically apply to this Consortium Agreement.

The General Assembly of Trendline can decide on changes in the Consortium plan and Budget. These will only become valid after the Granting Authority has agreed to these changes and these changes are included in an amendment to the Grant Agreement.

5. Responsibilities of Parties

5.1 General principles

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

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

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

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

5.2 Breach

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

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

5.3 Involvement of third parties

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

5.4 Specific responsibilities regarding data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data* and relevant national data protection law applicable to said Party) within the scope of the performance and administration of the Project and of this Consortium Agreement.

In particular, the Parties shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place.

6. Liability towards each other

6.1 No warranties

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

Therefore, the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials.

6.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by a breach of confidentiality.

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

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

6.3 Damage caused to third parties

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

6.4 Force Majeure

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

Each Party will notify the 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.

7. Governance structure

7.1 General structure

The General Assembly is the ultimate decision-making body of the consortium.

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

The Coordinator is assisted by the Trendline Coordination Team, the Technical Committee and KPI Expert groups (KEGS), and the Policy Integration Advisory Committee (PAC), as indicated in Article 9.3.

7.2 General Assembly

7.2.1 Main purpose

The main purpose of the GA is

- to ensure that important considerations and needs of Member States are taken into account;
- to allow Member States to monitor the progress of the Project;
- to share experiences and good practices across Member States;
- to discuss issues that are relevant for several Member States;
- to take decisions on strategic issues and priorities;
- to agree on recommendations for the future.

7.2.2 Representation in meetings of the General Assembly

Any Party (hereinafter referred to as "Member"):

- should be present or represented at any meeting of the General Assembly (in-person meetings or online);
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

7.2.3 Members

The General Assembly shall consist of one representative of each Party (hereinafter General Assembly Member). However, each representative can be accompanied by one or more observers without voting rights.

Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 7.2.1 and 7.3.1 of this Consortium Agreement.

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

The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section 13.6. or exercising their veto rights, according to section 8.9.

7.3 Operational procedures for General Assembly

7.3.1 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.

The following decisions shall be taken by the General Assembly:

- Proposals for changes to the Grant Agreement, to be agreed by the Granting Authority;
- Changes to the Consortium Plan (Article 4), to be agreed by the Granting Authority;
- Approval of the content of the final report and the recommendations included in it;
- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party;
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal;
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement;
- Declaration of a Party to be a Defaulting Party;
- Remedies to be performed by a Defaulting Party;
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto;
- Proposal to the Granting Authority for a change of the Coordinator;
- Proposal to the Granting Authority for suspension of all or part of the Project;
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement.

8. Preparation and organisation of meetings

8.1 Convening meetings

The Coordinator shall convene meetings of the General Assembly. The planned timing and frequency of the meetings of the General Assembly is as follows:

- 12 December 2022 – Online meeting
- 20 April 2023 – In-person meeting in Athens
- July 2023 – Online meeting
- November 2023 – Online meeting
- February 2024 – In-person meeting in Prague

- June 2024 - Online meeting
- October 2024 – Online meeting
- February 2025 – Online meeting
- May 2025 – In-person meeting in The Hague

Extraordinary meeting (online or in-person) can be convened at any time upon written request of 1/3 of the Members of the General Assembly or at any time upon written request of the Coordinator

8.2 Notice of a meeting

The Coordinator shall give notice in writing of a meeting to each Member of that General Assembly as soon as possible and no later than the minimum number of days preceding the meeting:

- › 60 calendar days for in-person meetings;
- › 30 calendar days for online meetings;
- › 15 calendar days for extraordinary meetings.

8.3 Sending the agenda

The Coordinator shall prepare and send each Member of the General Assembly a written (original) agenda no later than 10 days preceding the meeting.

8.4 Adding agenda items

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

Any Member of the General Assembly may add an item to the original agenda by written notification to all of the other Members of the General Assembly up to five days preceding the meeting.

8.5 Adding new items to the agenda during the meeting

During a meeting the Members of the General Assembly present or represented can unanimously agree to add a new item to the original agenda

8.6 Effectiveness of the decisions

Decisions will only be binding once the relevant part of the Minutes has been accepted according to Section 8.10.

8.7 Decisions without meeting

Any decision may also be taken without a meeting if

- › the Coordinator circulates to all Members of the General Assembly a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- › the decision is agreed by 51 % of all Parties.

The Coordinator shall inform all the Members of the outcome of the vote.

A veto according to Section 8.9 may be submitted up to 15 calendar days after receipt of this information.

The decision will be binding after the Coordinator sends a notification to all Members. The Coordinator will keep records of the votes and make them available to the Parties on request.

8.8 Voting rules and quorum

The General Assembly 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 General Assembly 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.

Each country present or represented in the meeting of the General Assembly shall have one vote. When there are two Parties of more from one country they have to agree on a common vote. When there is no common vote, the vote will become invalid.

A Party which the General Assembly has declared according to Section 5.2 to be a Defaulting Party may not vote.

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

8.9 Veto rights

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 the General Assembly may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

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.

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.

In case of exercise of veto, the Members of the General Assembly shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

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

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

8.10 Minutes of meetings

The chairperson of the General Assembly 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.

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.

The chairperson shall send the accepted minutes to all the Members of the General Assembly and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide the accepted minutes to other Parties.

9. Coordinator

9.1 Role

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

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

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

9.2 Responsibilities

In particular, the Coordinator shall be responsible for:

Overall management, including

- monitor compliance by the Parties with their obligations under the grant agreement and consortium agreement;
- collect, review to verify consistency and submit reports, deliverables or specific requested documents to the Granting Authority;
- represent the project towards third parties;
- respond to information and presentation requests.

Administrative management, including:

- Administrative management, including:
- maintaining address lists and contact information for the Parties;
- supporting Parties for the compliance with the administrative, legal and financial requirements that result from the Grant Agreement and this Consortium Agreement;
- Financial management and control, including:

- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 10;
- verifying financial statements and related certification.
- Information management, including:
 - file sharing;
 - transmitting documents and information connected with the Project to all Parties concerned;
 - storing safely key documents related to the project;
 - maintaining records of meetings;
 - Organisation and secretariat of meetings the consortium.
- Formal reporting to the Granting Authority:
 - Drafting and delivery of an interim report;
 - Drafting and delivery of a final report on the project process and outcomes, including recommendations;
 - Collecting, verifying and summarizing financial statements and delivery to the Granting Authority;
 - Drafting all other reports and producing all deliverables that are included in the Grant Agreement.

Methodological development and guidance, including:

- Technical and scientific coordination
- Development of methodological guidelines for each KPI (both the eight initial KPIs as the additional KPIs selected within the project)
- Methodological advice to Member States
- Liaison with relevant related initiatives

Data management and quality assurance, including:

- Design of the KPI database and data collection interface
- Help line to Member States during the data collection activities
- Help line to Member States in relation to the data processing
- Review Member States calculations
- Import values in the KPI database
- Delivery of KPI database and statistics to the Commission

Communication, dissemination and policy integration, including:

- Develop a house style to be used for all communication activities and deliverables
- Develop and update the website of the project
- Use social media for promoting the Project and its results
- Promote the Project and its results at international conferences and events
- Assist the Commission in the dissemination of the data, results and experience gained in the project
- Create and disseminate a body of knowledge on the adequate and effective use of KPIs within national, regional and European road safety policies
- Create and chair the Policy Advisory Committee (PAC) that will steer and monitor the activities in relation to integration of KPIs into policies
- Share approaches and results with similar initiatives outside the European Union.

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

9.3 Assistance to the Coordinator

The Coordinator has appointed Agnieszka Stelling and Wouter Van den Berghe who will jointly act as project manager for the Project: For the daily management they will be assisted by staff from Vias institute (Belgium), NTUA (Greece) and CDV (Czech Republic). These parties will act as subcontractors of SWOV. Subcontracts will be drawn up between Coordinator and parties involved specifying their roles and expected contributions.

The Coordinator is assisted by the Trendline Coordination Team and the Technical Committee, each consisting of highly qualified experts of SWOV, Vias institute, NTUA and CDV.

The Trendline Coordination Team (TCT) assists the project managers in the daily management of the project, in particular in relation to

- the planning of the activities
- the allocation of budget tasks and responsibilities
- the preparation and follow-up of the meetings of the
- the composition of the Technical Committee, the KEG, the PAC and any other ad hoc group or committee that will be established
- the monitoring of the progress of the project and the timely achievement of the milestones.

The Technical Committee (TC) has the following roles:

- to ensure consistency in the development of methodological guidelines and guidance to participating Member States and observers
- to monitor the methods used for data collection and processing in the Member States
- to ensure consistency in the interpretation of the KPI data provided by Member States.
- to coordinate the work of the different “KPI Expert Groups”.

For each KPI a small “KPI Expert Group” (KEG) is established, consisting of international experts. The role of the KEG is

- to review or to draft new methodological guidelines for the Parties (sample size, observation locations, observation methods, other data collection methods, data processing, data weighting and aggregation, types of indicators, ...)
- to give advice to the Parties on scientific, technical and practical issues that may arise in relation to the design and implementation of the data collection processes, on the data processing and its interpretation.

The “Policy integration Advisory Committee” (PAC) consists of international experts in road safety policy. Their role is to analyse how KPIs should be used within road safety policies and strategies, and to make recommendations to the General Assembly, the Trendline Coordination Team and the European Commission in this regard.

9.4 Change of Coordinator

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

10. Financial provisions

10.1 General Principles

10.1.1 Distribution of Financial Contribution

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

- the Consortium plan
- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 10.3.

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

10.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be responsible for justifying its costs with respect to the Project towards the Granting Authority.

The Coordinator shall support the Parties in using appropriate procedures and documentation in order to justify costs.

10.1.3 Funding Principles

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

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

10.1.4 Return of excess payments

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

10.1.5 Financial Consequences of the termination of the participation of a Party

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

10.2 Budgeting

The budget set out in the Budget (Annex 2 of the Grant Agreement) shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

10.3 Payments

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

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references;

- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts;
- undertake to keep the Granting 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 22.2 and 22.3 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Granting Authority for the final payment have been deducted.

10.3.2 Payment schedule

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

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

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

A Beneficiary has received excess payment

- if the payment received from the Coordinator exceeds the amount declared or
- if a Beneficiary has received payments but, within the last year of the Project, its real Project costs fall significantly behind the costs it would be entitled to according to the Consortium Plan.

In case a Beneficiary has received excess payment, the Beneficiary has to inform the Coordinator and return the relevant amount to the Coordinator without undue delay. In case no refund takes place within 30 days upon request for return of excess payment from the Coordinator, the Beneficiary is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Beneficiary and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Beneficiaries pro rata according to their share of total costs of the Project as identified in the Consortium Budget, until recovery from the breaching Beneficiary is possible. The General Assembly decides on any legal actions to be taken against the breaching Beneficiary.

10.4 Recoveries by the Granting Authority

The Parties hereby agree that Articles 4.4 and 22 of the Grant Agreement, which establish first-line liability for the Coordinator and joint and several liability among the Parties shall be implemented as follows:

If the Granting Authority claims a recovery from the Coordinator based on Coordinator's first-line liability, the Party who has been the recipient of the undue amount, remains fully liable for repaying such amount and shall pay to the Coordinator in full the amount required by the Granting Authority.

If the Granting Authority claims a recovery in accordance with Article 22.2 of the Grant Agreement from any Party, the Party whose default has caused the claim shall pay to the Granting Authority such amount in full.

If the funds cannot be recovered by the responsible Party in accordance with Article 22.4 of the Grant Agreement, the amount not recovered plus any interest of late payment, if any, shall be paid by the other Parties to the Granting Authority in relative proportions to their funding received. To the extent a Party (Compensating Party) has made payments to the Granting Authority based on joint and several liability, the Compensating Party shall be entitled to full reimbursement and compensation from the Party who has caused the recovery.

11. Results

11.1 Ownership of Results

Results are owned by the Party that generates them.

11.2 Joint ownership

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

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

11.3 Dissemination

For the avoidance of doubt, nothing in this Section 11 has impact on the confidentiality obligations set out in Section 12.

11.3.1 Dissemination of own Results

Each Party has the right to disseminate its own Results.

11.3.2 Dissemination of joint Results

The coordinator has the obligation to report to the Granting Authority the Results generated within the project, and has the right to disseminate the joint Results of the project for purposes of general public interest, while recognizing formally the contribution of the Parties and involving them where possible and relevant for the interests of the Parties.

Prior notice of any planned publication or dissemination activity of joint Results shall be given to the other Parties at least 30 calendar days before the publication. Any objection to the planned publication shall be made in writing to the Coordinator proposing the publication or dissemination activity within 15 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

11.3.3 Information of the Commission

As specified in Article 17 of the Grant Agreement, before engaging in a communication or dissemination activity expected to have a major international media impact, the beneficiaries must inform the granting authority.

11.3.4 Use of the European flag and funding statement

As specified in Article 17.2 of the Grant Agreement, communication activities of the Parties related to the Trendline-project (including media relations, conferences, seminars, information material, such as brochures,

leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):



Co-funded by the
European Union



Co-funded by the
European Union

The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.

Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

11.3.5 Quality of information — Disclaimer

Any communication or dissemination activity related to the action must use factually accurate information.

Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them.”

11.3.6 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.

12. Non-disclosure of information

All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during 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 Party, is “Confidential Information”.

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the end of the Project:

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

The Recipient 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.

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

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

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.

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

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

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

13. Miscellaneous

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement the terms of the latter will prevail.

13.1 No representation, partnership or agency

Except as otherwise provided in Section 9 no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

No rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

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

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

13.3 Mandatory national law

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

13.4 Language

This Consortium Agreement is drawn up in English, which language shall govern documents, notices, meetings, arbitral proceedings and processes relative thereto. However, documents which are only used at national level (e.g. preparation of methodological support at national level) can be written in another language.

13.5 Applicable law

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

13.6 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

14. Signatures

AS WITNESS:

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

Date

SWOV - Institute for Road Safety Research

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

1. BMK - Federal Ministry for Climate Action, Environment, Energy, Mobility, Innovation and Technology,

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

2. Vias - Vias institute, PIC 996872590, Haachtsesteenweg 1405, 1130 Brussels, Belgium,

Signature(s)

Name(s)

Title(s)



AS WITNESS:

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

Date

3. BGSARS - State Agency Road Safety

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

4. FPZ - University of Zagreb Faculty of Transport and Traffic Sciences

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

5. MTCW - Ministry of Transport, Communications and Works

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

6. CDV - Centrum dopravního výzkumu, v.v.i.

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

7. DRD - Danish Road Directorate

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

8. VTT (Teknologian tutkimuskeskus VTT Oy)

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

9. DSR - Délégation à la Sécurité Routière

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

10. BAST - Federal Highway Research Institute

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

11. MIT - Ministry of Infrastructure and Transport

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

12. KTI – KTI Magyar Közlekedéstudományi és Logisztikai Intézet Nonprofit Kft.

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

13. RSA - Road Safety Authority

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

14. CTL (Sapienza Università di Roma)

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

15. CSDD - Road Traffic Safety Directorate

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

16. TKA - Transport Competence Agency

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

17. MMTP - Ministère de la Mobilité et des Travaux publics

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

18. ITS - Instytut Transportu Samochodowego,

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

19. ANSR - Autoridade Nacional de Segurança Rodoviária

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

20. MTI - Ministry of Transport and Infrastructure

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

21. RAR - Romanian Automotive Register

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

22. UNIZA - University of Žilina

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

23. AVP - Slovenian Traffic Safety Agency

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

24. DGT - Directorate-General for Traffic

Signature(s)

Name(s)

Title(s)

AS WITNESS:

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

Date

25. STA - Swedish Transport Administration

Signature(s)

Name(s)

Title(s)

Attachment 1 Accession document

Accession of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)