

FOCAL Consortium Agreement, final version, 2024-11-21

Consortium Agreement



FOCAL

Final Version – 2024-11-21

(Based on DESCA – Model Consortium Agreement for Horizon Europe, Version 2.0, February 2024)

Table of Contents

1	Definitions	4
2	Purpose	6
3	Entry into force, duration and termination	6
4	Responsibilities of Parties.....	7
5	Liability towards each other.....	8
6	Governance structure	9
7	Financial provisions	17
8	Results.....	19
9	Access Rights	22
10	Non-disclosure of information	25
11	Miscellaneous	26
12	Signatures	28
	Attachment 1: Background included.....	44
	Attachment 2: Accession document	50
	Attachment 3: List of third parties for simplified transfer according to Section 8.3.2.....	51
	Attachment 4: List of Affiliated Entities	52
	Attachment 5: NDA for Members of the External Expert Advisory Board.....	53

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as "Horizon Europe Regulation"), and on the European Commission's General Model Grant Agreement and its Annexes, and is made on November 1st 2024 hereinafter referred to as the Effective Date

BETWEEN:

1. FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV, [FRAUNHOFER] a research organisation organized and existing under the laws of Germany, established in Hansastr. 27c 80686 Munich, Germany, acting as legal entity for its institute IGD, the Coordinator

2. MAX-PLANCK-GESELLSCHAFT ZUR FORDERUNG DER WISSENSCHAFTEN EV, represented by the Managing Director at the **MAX-PLANCK-INSTITUT FUER METEOROLOGIE [MPI-M]**, in Bundesstr. 53, 20146 Hamburg, Germany

3. HELMHOLTZ-ZENTRUM HEREON GMBH [HEREON], with legal address Max-Planck-Straße 1, 21502 Geesthacht, Germany

4. PLAN4ALL ZS [P4A], with legal address **K Rybníčku 557, 33012 Horní Bříza, Czech Republic**

5. LESPROJEKT SLUŽBY SRO (LESP), with legal address Martinov 197, 27713 Zaryby, Czech Republic

6. ZAPADOCESKA UNIVERZITA V PLZNI, [ZCU], with legal address Univerzitní 8, 301 00 Plzeň, Czech Republic

7. CESNET ZAJMOVE SDRUZENI PRAVNICKYCH OSOB [CESNET], with legal address. Generála Píky 430/26, 160 00 Praha 6, Czech Republic,

8. Ústav pro hospodářskou úpravu lesů Brandýs nad Labem, [FMI], with legal address Nábřeží 1326, 250 01 Brandýs nad Labem, Czech Republic

9. CESKE VYSOKE UCENI TECHNICKE V PRAZE, [CVUT], PIC 999848744, with legal address JUGOSLAVSKYCH PARTYZANU 1580/3, PRAHA 160 00, Czech Republic

10. MNL INNOVATIONS IKE [MNL], with legal address Kifissias 125-127, 11524, Athens, Greece

11. EUROPEAN INNOVATION MARKETPLACE ASBL, [EIM], established in 49 rue de Treves 1040, Brussels (BELGIUM), with Tax Identification Code BE0746474089, duly represented by Mr. Ángel Font as legal representative.

12. OPEN GEOSPATIAL CONSORTIUM EUROPE, [OGC], Technologielaan 3, Leuven, 3001 Belgium

13. ASOCIACION PARA EL IMPULSO DE LA CIENCIA FRONTERA Y DISRUPTIVA, [AICFD] C/ CONDESTABLE No 1 - 1o D, C.P. 09004, BURGOS, Spain

14. YMS, a.s., [YMS], Hornopotočná 1, 917 01 Trnava, Slovak Republic

15. STADT KONSTANZ, [Constance], Kanzleistraße 15, 78459 Konstanz, Germany

Hereinafter referred to as "Parties"

relating to the Action entitled

Efficient exploratiOn of Climate dAta Locally

in short

FOCAL

hereinafter referred to as "Project"

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the Granting Authority as part of Horizon Europe – the Framework Programme for Research and Innovation (2021-2027).

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the Granting Authority (hereinafter "Grant Agreement").

The Parties are aware that this Consortium Agreement is based upon the [DESCA model consortium agreement](#).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1.1 1 Definitions

Definitions

1.2

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

Additional Definitions

"Confidential Information"

Confidential Information as defined in Section 10.1 of this Consortium Agreement includes Sensitive Information as defined and used in the Grant Agreement (according to Grant Agreement Article 13)

"Consortium Body"

Consortium Body means any management body described in Section 6.1 of this Consortium Agreement.

“Consortium Plan”

Consortium Plan means the Description of the Action (Annex 1 of the Grant Agreement) and estimated budget (Annex 2 of the Grant Agreement) as defined and reallocated according to the amendments to the Grant Agreement.

“Defaulting Party”

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

“Granting Authority”

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

“Internal Progress Report”

Internal Progress Report means a written report issued by each Party for each work package providing information to enable the monitoring of the status of completion of a work package.

“Lump Sum Contribution”

Lump Sum Contribution means the amount allocated to each Party per work package as stated in Annex 2 of the Grant 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 Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

For Exploitation of own Results:

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

“Software”

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

“Work Package Leader”

Work Package Leader means a representative of the Party appointed to lead a work package according to Annex 1 of the Grant Agreement, who shall coordinate the completion of activities for the tasks in the relevant work package.

2 Purpose

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

3 Entry into force, duration and termination

Entry into force

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

3.1

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

An entity becomes a new Party to the Consortium Agreement upon a related decision by the General Assembly (according to section 6.3.7) and subsequent signature of the accession document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

Duration and termination

3.2

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,

3.3

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.

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.

Termination shall not affect any rights or obligations of a Party leaving the Project 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 necessary input, deliverables and documents for the period of its participation.

4 Responsibilities of Parties

General principles

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

4.1

Each Party undertakes to notify promptly the Granting Authority and the other Parties, in accordance with the governance structure of the Project, of 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 a Work Package Leader to carry out its tasks and shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

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

Breach

4.2

In the event that the General Assembly 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.

4.3

Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities or other Participants) 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

4.4 Agreement and of the Grant Agreement. Such Party 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.

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.

© DESCA - Model Consortium Agreement for Horizon Europe, www.desca-agreement.eu

Version DESCA HE 2.0, February 2024

7 / 57

Specific responsibilities regarding reporting and implementation

4.5.1 Internal Progress Reports

4.5 The Parties commit to continuously provide information on the progress of the implementation of their work packages. In particular, they shall issue an Internal Progress Report to the Work Package Leader upon request 14 days ahead of the relevant meeting of the Work Package Leaders Group. The Internal Progress Report provided should allow for an assessment of the status or completion of each work package in order to enable monitoring, e.g. through certain performance indicators as defined in Annex 1 of the Grant Agreement, if any.

4.5.2 Proper implementation

Each Party shall perform its tasks in accordance with the Consortium Plan and contribute to the completion of the work package.

If a work package cannot be completed, the Parties must collaborate to propose an amendment of the Grant Agreement for that work package via an alternative solution.

4.5.3 Termination reports

A leaving Party shall issue a termination report to the Work Package Leaders Group in accordance with Article 32 of the Grant Agreement on the activities implemented by it and completion of its work share in the work packages it is involved in for the period until its termination takes effect.

4.5.4 Consequences of non-compliance

Improper reporting or implementation of the Project may lead to a breach procedure and termination of a Party's participation according to Section 4.2 of this Consortium Agreement. The Parties are aware that their implementation may affect the completion of tasks or work packages by other Parties and that improper implementation or reporting can lead to liability in accordance with Section 5 of this Consortium Agreement, e.g. in case of reduction or recovery of funding by the Granting Authority.

5.1 5 Liability towards each other

No warranties

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

Therefore,

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

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 except in case of breach of confidentiality or in case of breach of improper reporting or implementation according to section 4.5.4.

- 5.2 A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total Lump Sum Contribution of the Project as identified in Annex 2 of the Grant Agreement. This limitation is applicable for all direct losses and for the indirect losses by breach of confidentiality and breach of improper reporting and implementation.

A Party's liability shall not be limited under any of the foregoing paragraphs of Article 5.2 to the extent that such damage was caused by a wilful act or gross negligence or to the extent that such limitation is not permitted by law.

Damage caused to third parties

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

Force Majeure

- 5.4 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 General Assembly of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the General Assembly.

5.5 Export control

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 due to a restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

- Each Party will notify the General Assembly of any such restriction without undue delay. If the consequences of such restriction for the Project are not overcome within 6 weeks after such notice, the transfer of tasks - if any - shall be decided by the General Assembly.
- 6.1

6 Governance structure

General structure

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

The **General Assembly** is the 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 with an assistance of its "Coordination Team" 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, especially being responsible for the technical and financial reporting to the Granting Authority.

The Coordinator's Project leader and her team constitute the Project Management Team.

The **Work Package Leaders Group** is an assessment group of the Consortium without formal decision-making power. It shall assess the individual and overall implementation of the Project, establish and monitor the Quality Assurance process.

Members of the General Assembly

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

6.2

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.7 of this Consortium Agreement.

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise by the General Assembly.

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

This does not prevent the Parties from exercising their veto rights, according to Section 6.3.5, or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

6.3

Operational procedures for the General Assembly:

6.3.1 Representation in meetings

Any 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.

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings:

The chairperson shall convene ordinary meetings of the General Assembly at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.2.2 Notice of a meeting

The chairperson shall give written notice of a meeting to each Member as soon as possible and no later than 21 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

6.3.2.3 Sending the agenda:

The chairperson shall prepare and send each Member an agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

6.3.2.4 Adding agenda items:

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

Any Member may add an item to the original agenda by written notice to all of the other Members no later than 7 calendar days preceding the meeting and 2 days preceding an extraordinary meeting.

6.3.2.5

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

6.3.2.6

Meetings of the General Assembly may also be held by tele- or videoconference or other telecommunication means.

6.3.2.7

Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.6.2.

6.3.3 Decisions without a meeting

Any decision may also be taken without a meeting if

- a) 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
- b) the decision is agreed by a majority of two-thirds (2/3) of the votes cast, if at least 2/3 of all Parties voted.

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

A veto according to Section 6.3.5 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.

6.3.4 Voting rules and quorum

6.3.4.1

The General Assembly shall not deliberate and decide validly in meetings 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 is present or represented.

6.3.4.2

Each Member present or represented in the meeting shall have one vote.

6.3.4.3

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

6.3.4.4

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

6.3.5 Veto rights

6.3.5.1

A Party 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.

6.3.5.2

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

6.3.5.3

When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting or within 15 calendar days after receipt of the draft minutes of the meeting.

6.3.5.4

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

6.3.5.5

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

6.3.5.6

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.

6.3.5.7

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

6.3.6 Minutes of meetings

6.3.6.1

The chairperson shall be responsible for taking minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 10 calendar days of the meeting.

6.3.6.2

The minutes shall be considered as accepted if, within 15 calendar days from receipt, no Party has sent an objection to the chairperson with respect to the accuracy of the draft minutes by written notice.

6.3.6.3

The chairperson shall send the accepted minutes to all the Members, and to the Coordinator, who shall retain copies of them.

6.3.7 Decisions of the General Assembly

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:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority such as changes resulting from suggested reallocation of tasks and budget by the Work Package Leaders Group
- the percentage of work package completion per work package as well as per Party to be reported to the Granting Authority based on the assessment by the Work Package Leaders Group regarding the individual performance of single Parties in case of non-completion of work packages
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)

Evolution of the consortium

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal
- 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

Breach, defaulting party status and litigation

- 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
- Steps to be taken for litigation purposes and the coverage of litigation costs in case of joint claims of the parties of the consortium against a Party (Section 7.1.4)

Appointments

On the basis of the Grant Agreement, the appointment, if necessary, of:

- External Expert Advisory Board Members

In the case of abolished tasks as a result of a decision of the General Assembly, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration any prior legitimate commitments which cannot be cancelled.

Coordinator

6.4.1

6.4

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.

6.4.2

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations under this Consortium Agreement and the Grant Agreement
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables and specific requested documents to the Granting Authority
- preparing the meetings, proposing decisions and preparing the agenda of General Assembly meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- preparing the meetings and preparing the agenda of Work Package Leaders Group meetings
- transmitting promptly documents and information connected with the Project to any other Party concerned
- administering the financial contribution of the Granting Authority and fulfilling the financial tasks described in Section 7.2
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

6.4.3

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

6.4.4

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

6.4.5

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

Work Package Leaders Group

6.5.1 Members of the Work Package Leaders Group

6.5 The Work Package Leaders Group shall consist of the Coordinator and Work Package Leaders.

6.5.2 Meetings

The Coordinator shall chair all meetings of the Work Package Leaders Group, unless decided otherwise by a majority of the Work Package Leaders Group.

The chairperson shall convene ordinary meetings of the Work Package Leaders Group every month and shall also convene extraordinary meetings (upon proposal of one member) at any time if needed for Project implementation.

Meetings of the Work Package Leaders Group are usually held by tele- or videoconference or other telecommunication means.

The chairperson of the Work Package Leaders Group meetings shall be responsible for taking minutes of each meeting. The chairperson shall send 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 receipt, no member has sent an objection to the chairperson with respect to the accuracy of the draft minutes by written notice.

Minutes of Work Package Leaders Group meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

6.5.3 Responsibilities

The Work Package Leaders Group shall be responsible for:

- Keeping track of the effective and efficient implementation of the Project, based on the Consortium Plan, particularly regarding the completion of the work package activities in tasks and deliverables of each Party (see Section 4.5);
- Establishing and monitoring the Quality Assurance process for deliverables
- Evaluating suggestions of the Work Package Leaders for the reallocation of tasks and budget in work packages;

- Making suggestions for amendments to Annex 1 and Annex 2 of the Grant Agreement to the General Assembly, especially if restructuring is required to enable the finalisation of non-completed work packages or in case of termination of a Party;
- Assessing reports presented by each Work Package Leader, which have been compiled by the Work Package Leader based on the Internal Progress Reports;
- Assessing the status or completion of each work package and preparing the periodic reporting for the work packages together with the Coordinator;
- Proposing payment instalments to the Coordinator according to the outcomes of these assessments (see Section 7.2.2);
- Supporting the Coordinator in preparing meetings with the Granting Authority and in preparing related information and deliverables;
- Supporting the Coordinator in the collection of information regarding the termination report and amendment procedures in case of termination of a Party's participation;
- Suggesting performance indicators for the determination of proper completion of work packages to the General Assembly.

External Expert Advisory Board (EEAB)

6.6

An External Expert Advisory Board (EEAB) will be appointed and steered by the General Assembly. The EEAB shall assist and facilitate the decisions made by the General Assembly.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each EEAB member.

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier.

By way of exception to Section 6.4.4 above, the Parties hereby mandate the Coordinator to execute, in their name and on their behalf and upon prior consultation and consent of each Party, a non-disclosure agreement (hereafter "NDA") with each member of the EEAB, in order to protect Confidential Information disclosed by any of the Parties to any member of the EEAB. The NDA for the EEAB members is enclosed in Attachment 5. The mandate of the Coordinator comprises solely the execution of the NDA in Attachment 5.

The Coordinator shall write the minutes of the EEAB meetings and submit them to the General Assembly. The EEAB members shall be allowed to participate in General Assembly meetings upon invitation but have not any voting rights.

7 Financial provisions

General Principles

7.1.1 Distribution of Financial Contribution

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

7.1

- the Consortium Plan
- the approval of reports by the Granting Authority, and
- the provisions of payment in Section 7.2.

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

7.1.2 Justifying Lump Sum Contributions

Each Party contributes with complete, reliable and true information to all reporting requirements regarding the completion of work packages and proper implementation. Moreover, adequate records and supporting documents must be provided by the Parties concerned upon request of the Granting Authority in line with the Grant Agreement. Each Party is solely liable for justifying its Lump Sum Contribution or share.

7.1.3 Funding Principles

Each Party is entitled to its Lump Sum Contribution as approved by the Granting Authority after completion of the respective work package. For work packages not completed at the end of the Project, the Coordinator distributes to each Party only the share of Lump Sum Contribution as approved by the Granting Authority at final payment.

7.1.4 Excess payments

A Party has received excess payment

- a) if the payment received from the Coordinator exceeds the amount declared in the payment plan (section 7.2) or deviates from the report approval assessment of the Granting Authority, or
- b) if the Work Package Leaders Group assessed that the performance of a Party regarding the completion of one or several work packages is significantly lower than foreseen in Annex 1 of the Grant Agreement and that the Party received more funding than approved by the Granting Authority.

In case a Party has received excess payment, the Work Package Leaders Group has to inform the Coordinator and the Party has to 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 Party is in substantial breach of the Consortium Agreement.

Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of Lump Sum Contributions of the Project as identified in Annex 2 of the Grant Agreement, until recovery from the breaching Party is possible. The General Assembly decides on any legal actions to be taken against the breaching Party according to Section 6.3.7.

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

A Party leaving the consortium shall refund to the Coordinator any payments it has received except the amount of Lump Sum Contributions accepted by the Granting Authority at termination. After termination this Party is entitled to receive its Lump Sum Contribution as foreseen in Annex 2 of the Grant Agreement and approved by the Granting Authority at interim or final payment. The Coordinator will inform this Party accordingly upon payment of the final amount by the Granting Authority and distribute the amount due to the terminated Party.

In addition, 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 the leaving Party's tasks as well as for additional efforts necessary to complete the respective work packages. The General Assembly should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

Payments

7.2.1 Payments to Parties are the exclusive task 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 Article 22 of the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount less the amounts retained by the Granting Authority for the Mutual Insurance Mechanism and for the final payment.

7.2.2 Payment mode

The Coordinator will transfer payments in accordance with Art. 7 and 22.1 of the Grant Agreement following this payment scheme. The initial payment will be set in the instalment table (see below) at a fixed percentage and paid accordingly. Further prefinancing instalments will be paid by the Coordinator upon positive performance assessment of internal progress reports by the Work Package Leaders Group.

Prefinancing will be paid by the Coordinator to the Parties after receipt of payment from the Granting Authority in separate instalments as agreed below:

40% of Maximum Grant Amount	1 st instalment from prefinancing on receipt of prefinancing by coordinator	without undue delay after receipt of prefinancing from the Granting Authority
20% of Maximum Grant Amount	2nd instalment from prefinancing	9 months after starting date of the Project if the Work package leader

		has positively evaluated deliverables and milestones
15% of Maximum Grant Amount	3rd instalment from prefinancing	18 months after starting date of the Project if the work package leader has positively evaluated deliverables and milestones
10 % of Maximum Grant Amount	interim payment	After positive evaluation of Work packages from Reporting Period 1 and receipt of interim payment from the Granting Authority
15% of Maximal Grant Amount	Final payment	After positive evaluation of Work packages from Reporting Period 2 and receipt of final payment from the Granting Authority

As interim payments, the Parties will receive, upon receipt of the interim payment by the Coordinator, the difference between the prefinancing instalments already received and the Lump Sum Contributions approved by the Granting Authority.

The Coordinator is entitled to withhold any payments due to a Party identified by the General Assembly 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 except its Lump Sum Contributions already accepted by the Granting Authority. The Coordinator is equally entitled to
- 8.1 withhold payments to a Party when this is suggested by or agreed with the Granting Authority.

8 Results

8.2

Ownership of Results

Results are owned by the Party that generates them.

Joint ownership

Joint ownership is governed by Grant Agreement Article 16.4 and its Annex 5, Section Ownership of results, with the following additions:

Unless otherwise agreed:

© DESCA - Model Consortium Agreement for Horizon Europe, www.desca-agreement.eu
Version DESCA HE 2.0, February 2024

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s). 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.

Transfer of Results

8.3.1

- 8.3 Each Party may transfer ownership of its own Results, including its share in jointly owned Results, following the procedures of the Grant Agreement Article 16.4 and its Annex 5, Section Transfer and licensing of results, sub-section "Transfer of ownership".

8.3.2

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Attachment (3) of this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to such a transfer to listed third parties according to the Grant Agreement Article 16.4 and its Annex 5, Section Transfer of licensing of results, sub-section "Transfer of ownership", 3rd paragraph.

8.3.3

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties under the Consortium Agreement and the Grant Agreement will not be affected by such transfer. Any addition to Attachment (3) after signature of this Consortium Agreement requires a decision of the General Assembly.

8.3.4

The Parties recognise that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give at least 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

8.3.5

8.4

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

Dissemination

8.4.1

For the avoidance of doubt, the confidentiality obligations set out in Section 10 apply to all dissemination activities described in this Section 8.4 as far as Confidential Information is involved.

8.4.2 Dissemination of own (including jointly owned) 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 Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, subject to the following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2

An objection is justified if

- a) the protection of the objecting Party's Results or Background would be adversely affected, or
- b) the objecting Party's legitimate interests in relation to its Results or Background would be significantly harmed, or
- c) the proposed publication includes Confidential Information of the objecting Party.

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

8.4.2.3

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

8.4.2.4

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

8.4.3 Dissemination of another Party's unpublished Results or Background

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

8.4.4 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree 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.

9 Access Rights

Background included

9.1.1

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

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

9.1.2

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

9.2 General Principles

9.2.1

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

9.2.2

Any Access Rights granted 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 Party must show that the Access Rights are Needed.

Access Rights for implementation

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

9.3 Attachment 1.**Access Rights for Exploitation****9.4 9.4.1 Access Rights to Results**

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

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

9.4.2

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

9.4.3**9.5** A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.**Access Rights for entities under the same control**

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control".

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Entities under the same control which obtain Access Rights in return fulfil all confidentiality obligations accepted by the Parties under the Grant Agreement or this Consortium Agreement as if such entities were Parties.

Access Rights may be refused to entities under the same control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any entity under the same control are subject to the continuation of the Access Rights of the Party with whom it is under the same control and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

Further arrangements with entities under the same control may be negotiated in separate agreements.

Additional Access Rights

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

Access Rights for Parties entering or leaving the consortium

9.7 9.7.1 New Parties entering the consortium

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

9.7.2 Parties leaving the consortium

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

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

9.8 9.7.2.2 Access Rights to be granted by any leaving Party

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

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.

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

10 Non-disclosure of information

10.1 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".

10.2 The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the final payment of the Granting Authority:

- 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 complies with the confidentiality obligations herein contained with respect to such copy.

10.3

10.4 The Recipient shall be responsible for the fulfilment of the above obligations on the part of its 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 Section 10.7 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.

10.6 Each Recipient shall promptly inform the relevant Disclosing Party by written notice 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 Recipient 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.

11.11 Miscellaneous

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 (List of Affiliated Entities)
- Attachment 5 (NDA for External Expert Advisory Board agreed under Section 6)

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 Parties concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

No representation, partnership or agency

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

11.2

Formal and written notices

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

- 11.3** Any change of persons or contact details shall be immediately communicated to the Coordinator by written notice. The address list shall be accessible to all Parties.

Formal notices:

If it is required in this Consortium Agreement (Sections 4.2, 9.7.2.1.1, and 11.4) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery with acknowledgement of receipt.

Written notice:

Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as e-mail with acknowledgement of receipt.

11.4

Assignment and amendments

Except as set out in Section 8.3, 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.

- 11.5** Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section 6.3.7 require a separate written agreement to be signed between all Parties.

Mandatory national law

11.6

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

11.7

Language

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

Applicable law

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

Settlement of disputes

The Parties 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 by the courts of Brussels.

11.8

12 Signatures

AS WITNESS:

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

The Parties agree that this Consortium Agreement may be executed by electronic signatures which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

1. FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV

Signature(s)

Name(s): Dr. Ulf Johann

Title(s): Head of Team Legal Affairs,
Department Public and EU Projects

Date: 17.01.2025

Susanne Höhn

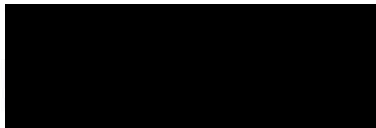
Legal Counsel
Department Public and EU Projects

17.01.2025

FOCAL Consortium Agreement, final version, 2024-11-21

2. MAX-PLANCK-GESELLSCHAFT ZUR FORDERUNG DER WISSENSCHAFTEN EV, represented by the Managing Director at the MAX-PLANCK-INSTITUT FUER METEOROLOGIE

Signature:

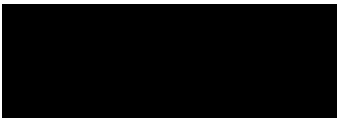
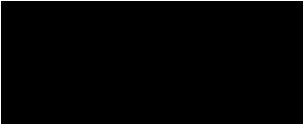
A black rectangular box redacting the signature of Prof. Dr. Jochem Marotzke.

Name: Prof. Dr. Jochem Marotzke

Title: Managing Director

Date:

3. HELMHOLTZ-ZENTRUM HEREON GMBH

Signature(s)		
Name(s)	ppa. Dr. Tamara Kleber-Janke	Elisabeth Gerndt
Title(s)	Authorized Signatory	Managing Director
Date	20.01.2025	20.01.2025

4. PLAN4ALL ZS

Signature(s)

A black rectangular box redacting the signature of the signatory.

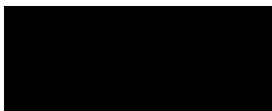
Name(s): Tomas Mildorf

Title(s)

Date 17.01.2025

5. LESPROJEKT CZ

Signature(s)



Name(s): Karel Charvát - junior



Title(s)

Date 10.02.2025

6. ZAPADOCESKA UNIVERZITA V PLZNI, represented by prof. RNDr. Miroslav Lávička, Ph.D., rector

Signature(s)

A black rectangular box redacting the signature of the rector.

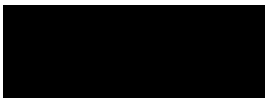
Name prof. RNDr. Miroslav Lávička, Ph.D.

Title: Rector

Date 20.01.2025

7. CESNET ZAJMOVE SDRUZENI PRAVNICKYCH OSOB

Signature(s)



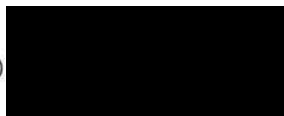
Name(s): Jakub Papírník

Title(s): Director

Date 17.01.2025

8. Ústav pro hospodářskou úpravu lesů Brandýs nad Labem

Signature(s)



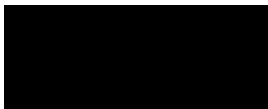
Name(s) Ing. Jaroslav Kubišta, Ph.D.

Title(s) Director

Date 22.01.2025

9. CESKE VYSOKE UCENI TECHNICKE V PRAZE

Signature(s)

A black rectangular box redacting the signature.

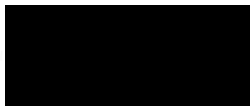
Name(s) doc. RNDr. Vojtěch Petráček, CSc.

Title(s): Rector

Date 23.01.2025

10. MNLT INNOVATIONS IKE

Signature(s)



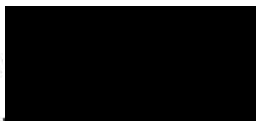
Name(s) Ekaterini Polyzou

Title(s) Managing Partner

Date 21.01.2025

11. EUROPEAN INNOVATION MARKETPLACE ASBL (EIM)

Signature(s)



Name: Ángel Font

Title: Legal representative

Date 10.02.2025

12. OPEN GEOSPATIAL CONSORTIUM EUROPE

Signature(s)

Mitzi Osterhou

Director

Date 22.01.2025

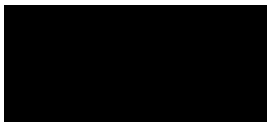
Ingo Simonis

Managing DirectorDirectorDirector

20.01.2025

13. ASOCIACION PARA EL IMPULSO DE LA CIENCIA FRONTERA Y DISRUPTIVA

Signature(s)

A black rectangular box redacting the signature of Santiago Cuesta-Lopez.

Name(s) SANTIAGO CUESTA-LOPEZ

Title(s) PRESIDENT

Date 10.02.2025

14. YMS, a.s.

Signature(s)

A black rectangular box redacting the signature.

Name(s): Ing. Lucia Dubná, email:

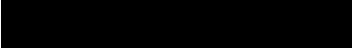
A black rectangular box redacting the email address.

Title(s): Vice chairman of the Board

Date 20.01.2025

15. STADT KONSTANZ


Signature(s)

Name(s) Marion Klose 

Title(s) Head of Department of Urban Planning and Environment

Date

Attachment 1: Background included

According to the Grant Agreement (Article 16.1) Background is defined as “data, know-how or information (...) that is (...) needed to implement the Action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the Project. This is the purpose of this attachment.

PARTY 1

As to **FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **FRAUNHOFER GESELLSCHAFT ZUR FORDERUNG DER ANGEWANDTEN FORSCHUNG EV** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

Party 2

As to **MAX-PLANCK-GESELLSCHAFT ZUR FORDERUNG DER WISSENSCHAFTEN EV**, represented by **MAX-PLANCK-INSTITUT FUER METEOROLOGIE**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of **MAX-PLANCK-INSTITUT FUER METEOROLOGIE** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

Party 3

As to **HELMHOLTZ-ZENTRUM HEREON GMBH**, it is agreed between the Parties that, to the best of their knowledge, No data, know-how or information of **HELMHOLTZ-ZENTRUM HEREON GMBH** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

Party 4

As to **PLAN4ALL ZS**, it is agreed between the Parties that, to the best of their knowledge,

Option 2: No data, know-how or information of **PLAN4ALL ZS** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

Party 5

As to **LESPROJEKT**, it is agreed between the Parties that, to the best of their knowledge,

Option 2: No data, know-how or information of **LESPROJEKT** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

Party 6

As to **ZAPADOCESKA UNIVERZITA V PLZNI**, it is agreed between the Parties that, to the best of their knowledge,

Option 2: No data, know-how or information of **ZAPADOCESKA UNIVERZITA V PLZNI** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

Party 7

As to **CESNET ZAJMOVE SDRUZENI PRAVNICKYCH OSOB**, it is agreed between the Parties that, to the best of their knowledge,

Option 2: No data, know-how or information of **CESNET, zajmove sdruzeni pravnickych osob (CESNET)**, is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

© DESCA - Model Consortium Agreement for Horizon Europe, www.desca-agreement.eu

Version DESCA HE 2.0, February 2024

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

Party 8

As to **Ústav pro hospodářskou úpravu lesů Brandýs nad Labem**, it is agreed between the Parties that, to the best of their knowledge,

Option 2: No data, know-how or information of **Ústav pro hospodářskou úpravu lesů Brandýs nad Labem** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").This represents the status at the time of signature of this Consortium Agreement.

Party 9

As to **CESKE VYSOKE UCENI TECHNICKE V PRAZE**, it is agreed between the Parties that, to the best of their knowledge,

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
Know-how and tools for spatio-temporal modelling including various physics-informed deep learning techniques for weather forecasting. Expertise and pipelines in data preparation, processing, data mining and interpretation of results.	No specific restrictions.	No specific restrictions.

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

Party 10

As to **MNLT INNOVATIONS IKE**, it is agreed between the Parties that, to the best of their knowledge, Option 2: No data, know-how or information of **MNLT INNOVATIONS IKE** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

Party 11

As to **EUROPEAN INNOVATION MARKETPLACE ASBL**, it is agreed between the Parties that, to the best of their knowledge,

Option 2: No data, know-how or information of **EUROPEAN INNOVATION MARKETPLACE ASBL** is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

Party 12

As to **OPEN GEOSPATIAL CONSORTIUM EUROPE**, it is agreed between the Parties that, to the best of their knowledge, Option 2: No data, know-how or information of Open Geospatial Consortium Europe is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

Party 13

As to **ASOCIACION PARA EL IMPULSO DE LA CIENCIA FRONTERA Y DISRUPTIVA**, it is agreed between the Parties that, to the best of their knowledge

Option 2: No data, know-how or information of AICFD is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

Party 14

As to **YMS, a.s.**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")
Software product ySpatial (ySpatial is a swift, intuitive and modern map portal for all users of spatial data. It makes daily online and offline work with map data radically easy, even in large industrial companies and service organisations. It keeps data fresh regardless of the number of users, quantity of data or size of territory.) developed and distributed by YMS.	Software licence	None
Software product yDecision (yDecision analyses and evaluates information for strategic decision-making. It provides managers with best options and simulates each option's impact and viability. yDecision helps to choose best locations for business, manages operations in large territories, evaluates best variants and precise measures) developed and distributed by YMS.	Software licence	None

Software product ySpatial MapPluginOS (platform-independent plug-in module web component based on Java script for map data visualization and dynamic data visualization developed and distributed by YMS).	Software licence	None
--	------------------	------

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

Party 15

As to **STADT KONSTANZ** it is agreed between the Parties that, to the best of their knowledge,

Option 2: No data, know-how or information of Stadt Konstanz is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

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

Attachment 4: List of Affiliated Entities

Party 5 Lesprojekt is an affiliated entity of Party 4 Plan4All

Attachment 5: NDA for Members of the External Expert Advisory Board

(agreed under Section 6)

NON-DISCLOSURE AGREEMENT

(hereinafter referred to as "NDA")

BETWEEN

Party,
[Address]

on the one side (hereinafter referred to as "EEAB Member")

AND

1. Partner,
[Address]

2. Partner,
[Address]

3. Partner,
[Address]

all of them **Partners of the "FOCAL" Consortium under the EU's HORIZON EUROPE Programme, EC Grant Agreement number 101137787**

on the other side (hereinafter, jointly or individually, referred to as "Consortium Partners" or "Consortium Partner")

EEAB Member and Consortium Partners hereinafter, jointly or individually, referred to as "Contracting Parties" or "Contracting Party"

Subject Matter

WHEREAS:

The Consortium Partners have been awarded a Grant Agreement by European Commission in a HORIZON EUROPE project with the Acronym "FOCAL" (the "Project").

The EEAB Member has accepted to become a member of the External Expert Advisory Board.

In performing the work as member of this External Expert Advisory Board (hereinafter "Purpose") it is anticipated that the Consortium Partners may disclose to the EEAB Member technical and/or commercial information of a confidential nature presently in their possession and wish to ensure that the same remain confidential. This NDA covers all the activities concerning the Purpose in accordance with this External Expert Advisory Board.

2

Definitions

- a) »Confidential Information« (i.e. information that must not be disclosed), within the meaning of this NDA, refers to any and all information that was disclosed during the term of this NDA in oral, written, electronic or other form by the Consortium Partner(s) to the EEAB Member in connection with the Purpose and that was identified as being confidential. (The term »Information« includes, but is not limited to, written documents, prototypes, software, templates, substances as well as other materials).
- b) »Disclosing Party« refers to the Consortium Partner disclosing Confidential Information under this NDA.
- c) »Receiving Party« refers to the EEAB MemberMemberMember receiving Confidential Information under this NDA.

3

Duties

- a) The Receiving Party agrees not to disclose the Disclosing Party's Confidential Information and agrees to use such information only for the Purpose and to take all actions necessary in order to prevent third parties from gaining access to such information.
- b) The Receiving Party may not disclose to third parties either in whole or in part any of the Disclosing Party's Confidential Information without the prior written consent of the Disclosing Party given in writing or via email. The internal disclosure of Confidential Information is permitted only to the extent that it is required for the Purpose (on a "need to know" basis) and it is assured that the Confidential Information will be received only by employees who – to the extent permitted by law - were or are subject to obligations that are similar to the obligations set forth in Section 3.
- c) The Receiving Party agrees not to exploit any received Confidential Information without the prior written consent of the Disclosing Party, and specifically not to file any industrial property registrations. Proprietary, license and usage rights to Confidential Information, the know-how related thereto or any industrial property rights registered or granted thereon will not be granted on the basis of this NDA. The disclosure of any Confidential Information will not establish any right based on prior use rights in favor of the Receiving Party.
- d) Without the prior written consent of the Disclosing Party, the Receiving Party is not entitled to copy the Confidential Information, either in whole or in part, unless such action is required for the Purpose.
- e) Unless otherwise agreed between the respective Disclosing Party and the Receiving Party in writing, all received Confidential Information and any copies made thereof must be either

returned or, upon request of the respective Disclosing Party, destroyed/deleted no later than three (3) months after the expiration of this NDA.

- f) The obligation to return or destroy/delete as well as the prohibition to copy do not apply to routinely made backup copies of the electronic data transfer and to Confidential Information and copies thereof that the Receiving Party is required to store pursuant to the applicable laws. These copies and retained Confidential Information will continue to be governed, however, by the terms and conditions of this NDA.

4

Exemptions from the duty of non-disclosure

The duties prescribed in Section 3 will not apply if and insofar as the Confidential Information can be shown

- a) to have been known by the Receiving Party prior to disclosure or
- b) to have been known to the public or generally accessible by the public prior to its disclosure or can be shown to have become known to the public or generally accessible by the public following disclosure without the Receiving Party having breached this NDA, or
- c) to match the information that is disclosed or made accessible to the Receiving Party by a third party with no imposition of a duty of confidentiality, unless the Receiving Party knew that the third party's disclosure breaches a duty of confidentiality, or
- d) to have been independently developed by an employee of the Receiving Party, who had no knowledge of the disclosed Confidential Information.

If a government authority or a court orders the disclosure of Confidential Information, then the Receiving Party will be authorized to make a disclosure insofar as the order demands such disclosure, provided that the Receiving Party – to the extent allowed by law - informs the Disclosing Party without undue delay about any such order for purposes of protecting its rights and provided that the Receiving Party limits the disclosure to the requisite minimum and informs about the confidentiality of the Confidential Information at the time of the disclosure. Section 3 remains otherwise unaffected thereby.

5

Liability / warranty disclaimer

Confidential Information provided under this NDA is provided »AS IS«. The Disclosing Party does not represent or warrant that the Confidential Information it discloses is accurate, devoid of mistakes, free and clear of any third-party rights, complete and/or usable. In this respect, there will be no liability, except in the case of an intentional act or omission (*Vorsatz*).

The Contracting Parties agree that a breach of this NDA by the Receiving Party may cause irreparable harm and damage for which monetary compensation will not be fully adequate, and the Disclosing Party will thus be entitled to seek injunctive relief, in addition to any other legal remedies.

6

Entry into force / term

This NDA will enter into force upon its signature, and has a term of thirty-six (36) months. The obligations set forth under Section 3 will remain binding for up to five (5) years after the term of this NDA ends.

7

Entire agreement / modifications / waiver / counterparts

This NDA constitutes the entire agreement between the Contracting Parties and supersedes all prior agreements of the Contracting Parties relating to the subject matter of this NDA.

Any side agreements to, modifications of or supplements to this NDA must be made in writing in order to be effective. The foregoing also applies to any deviation from this written form requirement.

Failure to enforce any provision of this NDA will not constitute a waiver of any provision of this Agreement. Waiver of any breach of any provision of this NDA will not constitute a waiver of any subsequent breach of the same or any other provision of this NDA.

This NDA may be signed in one or more counterparts, which together will be deemed to be one original.

8

Governing law / export control

The laws of Belgium apply, except for its rules on conflicts of law. Each Contracting Party shall comply with the export laws and regulations to which it is subject. All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be finally settled by the courts of Brussels.

9

Prohibition against assignment / legal succession

None of the Contracting Parties may assign this NDA or transfer individual rights or obligations under this NDA to a third party without the prior written consent of the other Contracting Parties.

The Contracting Parties agree that the rights and duties under this NDA should also apply to legal successors of both Contracting Parties. The Contracting Parties are therefore obligated to impose the terms and conditions of this NDA upon their legal successors accordingly.

10

Relationship of the parties

This NDA governs the use and non-disclosure of Confidential Information only and does not create a joint venture, partnership, agency or commercial relationship between the Contracting Parties, nor does it bind either Contracting Party to enter into any further relationship.

11

Severability clause

Should any provision of this NDA be or become invalid or unenforceable, then the validity or enforceability of the remaining provisions hereof will not be affected thereby. The Contracting Parties agree to replace the invalid or unenforceable provision with a valid and enforceable provision that reflects the meaning and purpose of the invalid or unenforceable provision. The foregoing also applies in the event there is an unintended contractual gap.

The Coordinator Fraunhofer-Gesellschaft e.V. is authorised to sign this NDA on behalf of each Consortium Partner according to Art. 6.6 of the Consortium Agreement concluded between the Consortium Partners for the Project.

Place, Date

Fraunhofer-Gesellschaft e.V.

Signature

Signature

Name, Position:

Name, Position:

FOCAL Consortium Agreement, final version, 2024-11-21

Place, Date

Party

Signature

Name, Position

Signature

Name, Position