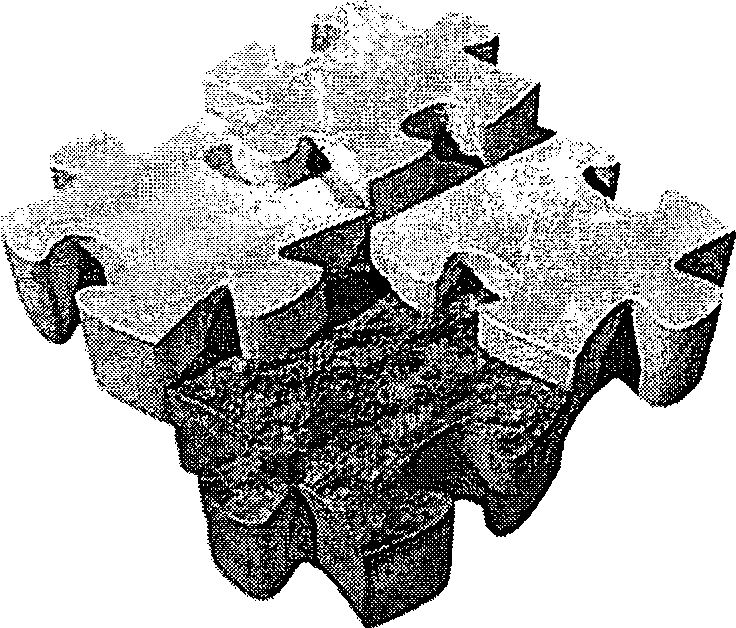
**Mapping and Assessment of Geotherrnal Plays in Deep Carbonate Rocks** -

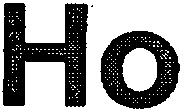
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PROJECT AGREEMENT

THIS PROJECT AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in "Horizon 2020 - the Framework Programme for Research and lnnovation (2014-2020)" (hereinafter referred to as "the Rules"), and the European Commission Model Grant Agreement for ERA-NET Cofund and its Annexes, and the Consortium Agreement made on 1 January 2017 and is entered into on 1 July 2018 hereinafter referred to as the Effective Date.

BETWEEN:

BAYERISCHES LANDESAMT FUR UMWELT (LfU),

the Project Lead

and (in the order and speliing of the Grant Agreement number 731166- GeoERA)

NEDERLANDSE ORGANISATIE VOOR TOEGEPAST NATUURWETENSCHAPPELIJK ONDERZOEK (TNO),

GEOLOGISCHE BUNDESANSTALT (GBA), VLAAMS GEWEST (VLO), HRVATSKIGEOLOSKIINSTITUT (HGI-CGS), CESKA GEOLOGICKA SLUZBA (CGS), REGIERUNGSPRASIDIUM FREIBURG (LGRB},

DEPARTMENT OF COMMUNICATIONS, CLIMATE ACTION AND ENVIRONMENT (GSI), ISTITUTO SUPERIORE PER LA PROTEZIONE E LA RICERCA AMBIENTALE (ISPRA), REGIONE EMILIA ROMAGNA (REGIONE ER),

AGENZIA REGIONALE PER LA PROTEZIONE AMBIENTALE DEL PIEMONTE (ARPA PIEMONTE),

REGIONE UMBRIA (REGIONE UMBRIA),

MINISTRY FOR TRANSPORT AND INFRASTRUCTURE (MTI)

*new offícial name:* OFFICE OF THE PRIME MINISTER (OPM),

GEOLOSKIZAVOD SLOVENIJE (GeoZS),

INSTITUT CARTOGRAFIC IGEOLOGIC DE CATALUNYA (ICGC),

STATE RESEARCH AND DEVELOPMENT ENTERPRISE STATE INFORMATION GEOLOGICAL FUND OF UKRAINE (GEOINFORM)

hereinafter, jointly referred to as "Parties" or "Project Consortium" and individually as "Party", relating to the project entitled

Mapping and Assessment of Geothermal Plays in Deep Carbonate Rocks­ Cross-domain lmplications and lmpacts

in short

HotLime

hereinafter referred to as "Projecť' WHEREAS:

- The Parties, having considerable experience in the field concerned,have been awarded a

Project by the GeoERA General Assembly as part of the ERA-NET Cofund action 731166.

- The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement for ERA-NET Cofund action

731166 signed by the Parties and the Funding Authority (hereinafter "Grant Agreement")

and the Consortium Agreement signed by the Parties on 1 January 2017 (hereinafter

"Consortium Agreemenf').

- The Parties are aware that this Project Agreement is based upon the DESCA model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Sectlon:Definitlons

1.1. Definitions

Words beginning with a capitalletter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement including its Annexes and the Consortium Agreement and its Attachments.

"Beneficiary"

A party that signed the Grant Agreement as mention on page 4 of the Grant Agreement.

1.2. Additíonal Definitions

"Data Management Pian"

Pian that ensures that research data generated in the GeoERA projects will be findable, accessible, interóperable and reusable (FAIR)

"Defaulting Party"

Defaulting Party means a Party which the Project Assembly has identifled to be in breach

of this Project Agreement as specified in Section 4.2 of this Project Agreement.

"Funding Authority''

Funding Authority means the European Commission awarding the grant for the

Cofund-Action.

"lnformation Platform"

The cross-thematic theme under GeoERA, which integrates ICT-related issues, including database and dissemination. for the three other themes (i:e. Groundwater, Geo-Energy and Raw Materials).

"Monitoring and Reporting Officer (MRO)"

The administrativa contact person between the Executive Board and the Project Lead. The MRO is appointed to the Project by the Geological Survey of Slovenia.

"Neeé:led"

*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.

"Non-funded Partner''

Lega! entities outside the GeoERA consortium that can deliver work that is part of the

Project. Non-funded Partners submit their estimated costs as part of the proposal, and sign the Project Agreement, but receive no funding from GeoERA."

"Project Assembly"

The ultimate decision-making body of the Project Consortium.

"Project Board"

The supervisory body for the execution of the Project which shall report to and be

accountable to the Project Assembly.

"Project Consortium"

The Parties of the Project Agreement.

"Project Consortium Body''

Project Consortium Body means any management body described in the Govemance

Structure section of this Project Agreement.

"Project lmplementation Document"

Documents describing the reporting procedures and monitoring indicators and the corresponding reporting templates, for GeoERA projects, available on [www.geoera.eu.](http://www.geoera.eu/)

"Project Lead"

The lega! entity acting as the intermediary between the Parties and the Executive Board.

"Project Pian"

Project Pian means the description of the action of the Project and the related agreed

budget as first defined in Appendix 3 to this Project Agreement and which may be altered by the Project Assembly, if required (in accordance with 6.3.1.2).

**2. Section: Purpose**

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

**3. Section: Entry into force, duration and termination**

**3.1.** Entry into force

An entity becomes a Party to this Project Agreement upon signatura of this Project

Agreement by a duly authorised representative.

Should another Beneficiary or a Non-funded Partner wish to become a party in the Project, the Project Lead will submit the request including an explanatory statement, and, if applicable, specific conditions to the Executive Board. Upon approval from the Executive Board and upon entry to the Project, the Project Lead shall add the signed accession form (Appendix 2) to this Project Agreement.

**3.2.** Duration and termination

This Project Agreement shall continue in full force and effect from 1 July 2018 until complete fulfilment of all obligations undertaken by the Parties under this Project Agreement.

However, this Project Agreement or the participation of one or more Parties to it may be

terminated in accordance with the terms of this Project Agreement.

This Project Agreement shall automatically terminate in respect of the affected Partylies,

subject to the provisions surviving the expiration or termination under Section 3.3 of this

Project Agreement if

- The Grant Agreement or Consortium Agreement is terminated, or

- A Party's participation in the Grant Agreement or Consortium Agreement is terminated.

3.3. Survival of rights and obligations

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

Termination shall not affect any rights or obligations of a Party leaving the Project

Consortium incurred prior to the date of termination, unless otherwise agreed between the

Project Assembly and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

**4. Section: Responsibilities of Parties**

**4.1.** 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 this Project Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law. Parties shall also observe the Grant Agreement and ConsortiumAgreement as may reasonably required.

Each Party undertakes to notify promptly, in accordance with the govemance 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 Project

Consortium Body or by the Project Lead 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.

4.2. Breach

ln the event that the Project Assembly identifies a breach by a Party of its obligations under this Project Agreement (e.g. improper implementation of the Project), the Project Lead or, if the Project Lead is in breach of its obligations, the Party appointed by the Project 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. The Project Assembly will inform the Executive Board of the Party being in breach.

lf such breach is substantialand is not remedied within that period or is not capable of remedy, the Project 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 to the Project.

4.3. lnvolvement 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 Project Agreement. lt has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Project Agreement and the Grant Agreement and the Consortium Agreement.

5. Section: Liability towards each other

5.1. No warranties

ln respect of any information and/ar knowledge, in any form whatsoever, whether patentable or not, and/or whether actually patented or not, and all the related rights, 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 ar 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 llable in case of infringement of proprietary rights of a third party resulting from any other Party exercising its Access Rights, provided that such infringement was not caused by a wilful act or gross negligence by the Access granting Party.

However, each Party shall promptly inform the other Party of any claims of third parties that come to their knowledge.

**5.2.** limitations of contractualliability

No Party shall be responsible to any other Party for any indirect or consequentialloss 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.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Appendix 3 of this Project Agreement provided such damage was not caused by a wilful act or gross negligence.

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

**5.3.** 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 Project Agreement or from its use of Results or Background.

**5.4.** Farce Majeure

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

Each Party will notify the competent Project Consortium Bodies of any Farce Majeure without undue delay. lf the consequences of Farce 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 Project Consortium Bodies.

**6. Section: Governance structure**

**6.1.** General structure

The organisational structure of the Project Consortium shall comprise the following Project

Consortium Bodies:

**Project Assembly** as the ultimata decision-making body of the Project Consortium.

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

The Project Lead is the lega! entity acting as the intermediary between the Parties and the Executive Board. The Project Lead shall, in addition to its responsibilities as a Party, perfonn the tasks assigned to it as described in the this Project Agreement.

6.2. General operational procedures for all Project Consortium Bodies

*6.2.1. Representation in meetings*

Any Party which is a member of a Project Consortium Body (hereinafter referred to as

"Member"):

- ls expected to be present or represented at any meeting of that Project Consortium Body;

- May appoint a substitute or a proxy to attend and vote at any meeting; and

- Shall participate in a cooperative manner in the meetings

*6.2.*2. *Preparation and organisation of meetings*

6.2.2.1 Convening meetings:

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

Consortium Body as frequent as required for a good monitoring of the Project and upon request of one of the Parties.

6.2.2.2. Notice of a meeting:

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

6.2.2.3. Sending the agenda:

The chairperson of a Project Consortium Body shall prepare and send each Member of that Project Consortium Body a written {original) agenda no later than 14 days preceding

the meeting.

ln case the quorum is not reached the chairperson of a Project Consortium Body has to convene another meeting (section 6.2.3.1) and shall give notice in writing of a new meeting to each Memer of the Project Consortium Body as soon as possible but not later than the minimum days preceeding the meeting as indicated above.

6.2.2.4. Adding agenda items:

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

Any Member of a Project Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Project Consortium Body up to 7 days preceding the meeting.

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

6.2.2.6. Any decision may also be taken without a meeting if the Project Lead circulates to all Members of the Project Consortium Body a written document, which is then agreed by the defined majority (see Section 6.2.3) of all Members of the Project Consortium Body. Such document shall include the deadline for responses. (Non-) consent may take the fonn of an electronic vote. The Project Lead shall immediately inform the Members of the Project Consortium Body on the outcome of the paper procedura.

6.2.2.7.Meetings of each Project Consortium Body may also be held by teleoonference or ether telecommunication means.

6.2.2.8. Decisions will only be binding once the relevant part ofthe minutes has.been accepted according to Section 6.2.5.

*6.2.3. Votíng rules and quorum*

6.2.3.1. Each Project Consortium Body shall not deliberate and decide validly unless

two-thirds (213) of its Members are present or represented (quorum). lf the quorum is not

reached, the chairperson of the Project Consortium Body shall oonvene another ordinary meeting.within 15 calendar days. lf in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide

even if less than the quorum of Members are present or represented.

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

6.2.3.3. A Party which the Project Assembly according to Section 42 has declared to be a

Defaulting Party may not vote.

6.2.3.4. Each Project Consortium Body shall strive to make decisions by consensus. lf consensus cannot be achieved, decisions shall be taken by a majority of the votes cast.

*6.2.4. Veto rights*

A Member may exercise a veto with respect to the oorresponding decision ar relevant part of the decision if its own work, time (e.g. compliance with nationallaw) or perfonnance, costs, liabilities, intellectual property rights ar ether legitimate interests would be severely affected by a decision of a Consortium Body ar if a Member has oommitted to legally binding expenses such as (but not limited to) salaries before the decision and the decision would lead to a withdrawat of funding for these expenses.

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

6.2.4.2. 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.

6.2.4.3. ln case of exercise of veto, the Members of the related Project Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general

satisfaction of all its Members. lfthe Members ofthe related Consortium Bodyfailed.to resolve the matter within two (2) months the veto will become final.

6.2.4.4. A Party may not veto decisions relating to its identification as a Defaulting Party.

6.2.5.2. A Party requesting to leave the Project Consortium may not veto decisions relating thereto.

*6.2.5. Minutes of meetings*

6.2.5.1. The chairperson of a Project Consortium Body shall produce written minutes of each meeting which shall be the formalrecord of all decisions taken.He shall send the draft minutes to all Members within 1O calendar days of the meeting.

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

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

6.3. Specific operational procedures for the Project Consortium Bodies

*6.3.1. ProjectAssembly*

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

6.3.1.1. Members:

The Project Assembly shall consist of one representative of each Party (hereinafter Project

Assembly Member).

Each Project Assembly Member shall have a mandate of decions-making on behalf of the

Party it is representing.

The Project Lead shall chair all meetings of the Project Assembly, unless decided otherwise in a meeting of the Project Assembly by a majority of the votes cast.

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

6.3.1.2. Decisions:

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

Assembly.

The following decisions shall be taken by the Project Assembly: Content and intellectual property rights:

- Modifications to Appendix 1 (Background lncluded)

- Amendments to the Project Pian (subject to approval by the Executive Board).

Evolution of the Project Consortium:

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

- ldentification of a breach by a Party of its obligations under this Project Agreement,

- lnform the Executive Board on a Party being in breach

- 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 Project Consortium and measures relating thereto

- Proposal to the Executive Board for a change of the Project Lead

- Proposal to the Executive Board for suspension of alt or part of the Project

- Proposal to the Executive Board for termination of the Project and the Project Agreement

*6.3.2. Project Board*

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

6.3.2.1. Members:

The Project Board shall consist of the Project Lead and the Work Package Leaders.

The Project Lead shall chair all meetings of the Project Board, unless decided otherwise by a majority of the Project Board.

6.3.2.2. Minutes of meetings:

Minutes of Project Board meetings, once accepted, shall be sent by the Project Leadto the Project Assembly Members for information.

6.3.2.3. Tasks:

The Project Board shall prepare the meetings, propase decisions and prepare the agenda of the Project Assembly.

The Project Board shall seek a consensus among the Parties.

The Project Board shall be responsible for the proper execution and implementation of the

decisions of the Project Assembly.

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

ln addition, the Project Board shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Project Pian and, if necessary, propase modifications of the Project Pian to the Project Assembly.

The Project Board shall:

- Support the Project Lead in preparing meetings and in preparing related data and deliverables to the Executive Board.

- Prepare the content and timing of press releases and joint publications by the Project Consortium or proposed by the Executive Board in respect of the procedures of the Grant Agreement Article 29 and the GeoERA Dissemination and Exploitation Pian.

ln the case of abolished tasks as a result of a decision of the Project Assembly, the Project Board shall advise the Project Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled and shall be reported to the Executive Board for approval.

6.4. Work Package Leader

The Work Package Leader shall have the following functions only:

- Coordinating the progress of the technical work under the Work Package

- Defining and updating the detailed work breakdown for the Work Package activities

- Communicating any plans, deliverables, documents and inforrnation connected with the

Work Package between its Members and, if relevant, to the Project Board

- Delivery of Work Package contributions to progress reports and ether project documentation

- Following up decisions made by Project Consortium Bodies insofar as they affect the

Work Package

- Advising the Project Lead of any discrepancy with the Project Pian, including any delay in performance or delivery, and proposing an update of the Project Pian, including possible

exchange of tasks and related budgets between the Parties in the Work Package

- Alerting the Project Board and the Project Lead in case of breach of responsibilities of any Party under said Work Package and preparing a proposal of remedies to the Project Board.

- lf responsible for the Work Package related to the lnforrnation Platform, the Work

Package Leader is also the main contactpoint for the lnforrnation Platform project.

6.5. Project Lead

*6.5.1.* The Project Lead shall be the interrnediary between the Parties and the Executive Board and shall perforrn all tasks assigned to it as described in this Project Agreement.

*6.5.2.* ln particular, the Project Lead shall be responsible for:

- Monitoring compliance by the Partles with their obligations

- Submitting the annual financial reports to the designated MRO according to Project lmplementation Document No. 1.

- Collaborate with the Theme Coordinators in optimising synergies between Projects.

- Keeping the address list of Members and other contact persons updated and available

- Collecting, reviewing to verify consistency and submitting reports, ether deliverables (including financial statements and related certifications) and specific requested documents to the Executive Board.

- Providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Project Lead when such copies or originals are necessary for the Parties to present claims.

lf one or more of the Parties is late in submission of any Project deliverable, the Project

Lead may nevertheless submit the ether Parties' Project deliverables and all ether

documents required by the Executive Board.

*6.5.3.* lf the Project Lead fails in its coordination tasks, the Project Assembly may propose to the

Executive Board to change the Project Lead.

*6.5.4.* The Project Lead shall not be entitled to act or to make legally binding declarations on behalf of any ether Party or of the Project Consortium, unless explicitly stated otherwise in this Project Agreement.

*6.5.5.* The Project Lead shall not enlarge its role beyond the tasks specified in this Project

Agreement.

7. Sectlon:Financialprovisions

7.1. General Principles

7.*1.1. Distribution of Financial Contribution*

Payments to Parties are the exclusive tasks of the Coordinator. The financial contribution of the Funding Authority to the Project shall be distributed by the Coordinator according to section 7 of the Consortium Agreement.

A Party shall be funded only for its tasks carried aut in accordance with the Project Pian.

7.*1.*2. *Justifying* Costs *and reporting*

ln accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project to the Executive Board. Each Party shall report its costs according to Project lmplementation Document 1.

7.2. Funding Principles

A Party that spends less than its allocated share of the budget as set aut in the Projed Pian will be funded in accordance with its adual duly justified eligible costs only. A Party that spends more than its allocated share of the budget as set aut in the Project Pian will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

7.2.*1. Return of* excess *payments; receipts*

7.2.1.1. ln any case of a Party having received excess payments from the Coordinator, the Party has to retum the relevant amount to the Coordinator without undue delay.

7.2.1.2. ln case a Party eams any receipt that is dedudible from the totalfunding as set aut in the budget pian as described in Appendix 3 to the Consortium Agreement, the deduction is only direded toward the Party eaming such income. The ether Parties' financial share of the budget shall not be affeded by one Party's receipt. ln case thé relevant receipt is more than the allocated share of the Party as set aut in the Project Pian,

the Party shall reimburse the funding reduction suffered by ether Parties.

7.*2.2. Financial Consequences of the termination of the participation of* a *Party*

A Party leaving the Project Consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. The Executive Board shall calculate the refundable amounts and arrange prellminary payment with the Party leaving the Project Consortium. At the end of the ERANET Cofund action final settlement will be arranged based on the final decision of the Funding Authoríty. Furthermore a Defaulting Party shall, within the limits specified in Section 5.2 of this Project Agreement, bear any reasonable and justifiable additional costs occurring to the ether Parties in order to perform its and their tasks.

7.3. Budgeting

The budget set out in the Project Pian shall be valued in accordance with the usual accounting and management principles and practices of the respective.Parties.

**8. Sectlon: Results**

**8.1.** Ownership of Results

Results generated in the Project are owned by the Party that generates them.

**8.2.** Joint ownership

Joint ownership is govemed by Grant Agreement Article 26.2 with the following additions unless otherwise agreed:

- Each of the joint owners shall be entitled to use their jointly owned Results for

non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the ether joint owner(s), and

- Each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the ether joint owners are given:

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

(b) Fair and Reasonable compensation.

8.3. Transfer of Results

*8.3.1.* Each Party may transfer ownership of its own Results following the procedures of the Grant

Agreement Article 30.

*8.3.2.* The transferring Party shall, however, at the time of the transfer, inform the ether Parties of such transfer and shall ensure that the rights of the ether Parties will not be affected by such transfer.

*8.3.3.* The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and nationallaws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transferas foreseen in the Grant Agreement.

*8.3.4.* The obligations above apply only for as Iang as ether Parties stili have - or stili may request

- Access Rights to the Results.

8.4. Dissemination

*8.4.1.* For the avoidance of doubt, nothing in this Section 8.4 has impact on the confidentiality obligations set aut in Section 1O of this Project Agreement.

*8.4.2. Dissemination of own Resu/ts*

*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 govemed by the procedura of Article 29.1 of the Grant Agreement and the Dissemination and Exploitation pian 05.1 (<http://geoera.eu/deliverables/)>subject to the following provisions.

Prior notice of any planned publication shall be given to the ether Parties at least 45 calendar days before the intended date of publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement and in writing to the Project Lead and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. lf no objection is made within the time limit stated above, the publication is permitted.. The Exective Board will be informed on the publication.

*8.4.2.2.* An objection is justified if:

(a) the protection of the objecting Party's Results or Background would be adversely

affected

(b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.

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

*8.4.2.3.* lf 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/ar by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

8.5. 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.

*8.*5.*1. Dissemination of another Party's unpublished* Results *or Background*

A Party shall not include inany dissemination activity another Party's Results or

Background without obtaining the owning Party's prior written approval, unless they are already published.

8.5.*2. Cooperation obligations*

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Project Agreement.

*8.5.3.* Use *of names, logos or trademarks*

Nothing in this Project 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. Section: Access Rights

9.1. Background included

9.*1.1.* ln Appendix 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each ether that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Appendix 1 shall not be the object of Access Right obligations regarcling Background.

*9.1.2.* Any Party can propase to the Project Assembly to modify its Background in Appendix 1.

9.2. General Principles

*9.2.1.* Each Party shall implement its taks in accorance with the Project Pian and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights. ·

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

*9.2.3.* Aceess Rights shall be free of any administrativa 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.

9.3. Access Rights for lmplementation

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.

9.4. Access Rights for Exploitation

*9.4.1.* Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on a royalty-free basis to the extent possible taking into account all applicable rules and regulations such as state aid provisions.

Access rights to Results for intemal research 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, including for research on behalf of a third party, shall be granted on Fair and Reasanoble conditions.

*9.4.3.* A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of a non-defaulting Party leaving voluntarily and with the ether Parties'consent, up to twelve months after the termination of the requesting Party's participation in the Project.

9.5. Access Rights for Parties entering or leaving the Project 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. 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 formalnotice of the decision of the Project Assembly to terminate its participation in the Project Consortium.

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

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

Any Party leaving the Project shall continue to grant Access Rights pursuant to the Grant

Agreement and this Project Agreement as if it had remained a Party for the whole duration of the Project.

10. Section: Non-dlsclosure of lnfonnatlon

10.1. All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any ether Party (the·"Recipienr) in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the tlme 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 "Confidentiallnformation".

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

- Not to use Confidentiallnformation otherwise than for the purpose for which it was disclosed;

- Not to disclose Confidentiallnformation without the prior written consent by the Disclosing

Party;

- To ensure that interna! distribution of Confidentiallnformation by a Recipient shall take place on a strict need-to-know basis; and

- To retum to the Disclosing Partyupon request all Confidentiallnformation which has been supplied to or acquied by the Recipients including all copies thereof and to delete all infonnation stored in a machine readable fonn to the extent practically possible. The

Recipients may keep a copy to the extent it is required to keep, archive or store such

Confidential lnformation because of compliance with applicable laws and regulations or for the proof of on-going obligations.

10.3. The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or thircl 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 andlor after the termination of the contractual relationship with the employee or third party.

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

- The Confidential lnformation has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obllgations;

- The Disclosing Party subsequently informs the Recipient that the Confidentiallnformation is no Ianger confidential;

- The Confidential lnformation is communicated to the Recipient wlthout 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 Confidentiallnformation is foreseen by provisions of the Grant Agreement;

- The Confidential lnformation, at any time, was developed by the Recipient completely

independently of any such disclosure by the Disclosing Party;

- The Confidential lnformation was already known to the Recipient prior to disclosure, or

- The Recipient is required to disclose the Confidentiallnformation in orcler to comply with applicable laws or regulations or with a court or administrativa order, subject to the

provision Section 1O.7 hereunder.

10.5. The Recipient shall apply the same degree of care with regarcl to the Confidential lnformation disclosed within the scope of the Project as wlth its own confidential andlor proprietary information, but in no case less than reasonable care

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

10.7. lf any Party becomes aware that it will be required, or is tikety to be required, to disclose Confidential lnformation in order to comply with applicable laws or regulations or with a court or administrativa orcler, 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 infonnation.

The confidentiality obligation under this Project Agreement shall not prevent the obligations arising from the Grant Agreement andlor Consortium Agreement conceming communication with the European Commission.

11. Section:Miscellaneous

11.1. Appendices, inconsistencies and severability

This Project Agreement consists of this care text and:

- Appendix 1 (Background included)

- Appendix 2 (Accession document)

- Appendix 3 (Project Pian including budget)

ln case the terms of this Project Agreement are in conflict with the terms of the Grant Agreement or Consórtium Agreement, the terms of the Grant Agreement and its Annexes shall prevail over the Consortium Agreement and its Attachments and the Consortium Agreement and its Attachments shall prevail ovar the Project Agreement and its Appendices. ln case of conflicts between the Appendices and the core text of this Project Agreement, the latter shall prevail.

Should any provision of this Project Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remalning provisions of this Project Agreement ln such a case, the Parties concemed shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

11.2. No representation, partnership or agency

Except as otherwise provided in Section 6.5.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any ether Party or of the Project Consortium. Nothing in this Project Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any ether kind of formal business grouping or entity between the Parties.

11.3. Notices and ether communication

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

Formalnotices

lf it is required in this Project Agreement (Sections 4.2, 9.5, 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 or telefax with receipt acknowledgement.

Other communication

Other communication between the Parties may also be effected by ether 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 Project Lead. The address list shall be accessible to all Parties.

11.4. Assignment and amendments

No rights or obligations of the Parties arising from this Project Agreement may be assigned or transferred, in whole or in part, to any third party without the ether Parties' prior formal approval. Amendments and modifications to the text of this Project

Agreement not explicitly listed in Section 6.3.1.2 require a separate written agreement to

be signed between all Parties.

**11.5.** Mandatory Nationallaw

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

**11.6.** Language

This Project Agreement is drawn up in English, which language shall govem all documents, notices, meetings, arbitra! proceedings and processes relative thereto.

**11.7.** Applicable law

This Project Agreement shall be construed in accordance with and govemed by the laws

of Belgium excluding its conflict of law provisions.

**11.8.** Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

Should amicable settlement within the Project Consortium not be possible, any dispute, controversy or claim arising under, aut 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 to the Executive Board.

lf, and to the extent that, any such dispute, controversy or claim has not n settled pursuant to the mediation within 60 calendar days of the coinmencement of the mediation, it 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.

lf,.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, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules.

Altematively, if, before the expiration of the sald period of 60 calendar days, either Party

fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the ether Party, be referred to and finally determined by arbitration iri accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitra! proceedings shall be English unless otherwise agreed upon.

**12. Data Management**

Appropriate and secure use of material and data of the Project will be enabled according to the application of common standards. Data management guidelines are developed within the Data Management Pian (deliverable 1.6 of the Co-fund Action) and will apply to the Projects. The collected data will be protected and secured, in order to avoid a

malevolent use of it. All Projects are required to develop a Project Data Management Pian following the format layed out in the GeoERA Data Management Pian.

**13. Section Signatures**

**ASWITNESS:**

The Parties have caused this Project Agreement to be duly signed by the undersigned authorised representatives in separate signatura pages (subsequent page number8 22 to

37 in order of the listing on Page 2) the day and year first above written.

BAYERISCHES LANDESAMT FŮR UMWELT (LfU)

Bayerísches landesamt Burgenneíster-Ufrích-Str.160

fOr Umwelt 0-86179 Muu ouu•u



Telefon

Telefax

Dr. Gerold Diepolder

LEAR and GeoERA coordination LfU

Augsburg, 2018-06-11



NEOERLANDSE OAGANISATIE VOOR lOEGEPAS**N**l **AlUURWETENSCHAPPEllJK**

ONOERZOEK

T1rza van Oaaieíl



Directo-, Geoiog:ca Surve/ *o·i* the 1'-ieH:r:anos

2018-06·

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GEOLOG!SCr1E BUNDESANSTALT (GBA)

Dr. Peter Seifert

Director

2018·06-1;. *{*

Based on© *DESCA-* Horizon 2020 Model Agreement (www.DESCP.-2020.eu),

Version 1.2.3, March 2016 · 24/51

HotLime - Project Agreement, version 2.2, 2018·05-30

**VLAAMS PLANBUREAU VOOR OMGEVING (VPO)**

Ivo Palmers

Afdelingshoofd VPO

2018-06- *o* 7

Based on© *DESCA-* Horizon 2020 Model Agreement (www.DESCA-2020.eu),

Version 1.2.3, March 2016 25/51

HRVATSKIGEOLOSKIINSTITUT (HGI-CGS)

dr. se. Slobodan Miko

Director

.

,

2018-05-21

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Version 1.2.3, March 2016 26/"\

CESKA GEOLOGICKA SLUZBA (CGS) *I* Czech GeologlcalSurvey

Mgr. Zdenek Venera, PhD. Director

2018-06-0*.("*

Based on© *DESCA-* Horizon 2020 Model Agreement (www.DESCA-2020.eu),

Version 1.2.3, March 2016 27 *I*

REGIERUNGSPRt SIDIUM **FREIBURG (LGRB)**

apl. Prof. Dr. Jorg-Detlef

Abteilungsprasident 9

2018-06-

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Version 1.2.3, March 2016 28/51

DEPARTMENT OF COMMUNICA110NS,CUMATE ACTION ANO ENVIRONMENT *f*

GEOLOGICAL SURVEY OF IRELAND (GSI)

2018-06·

Hotllme-Project Agreement,versicn 2.2.2018..()5-30

ISTITUTO SUPERIORE PER LA PROTEZIONE E LA RICERCA AMBIENTALE (ISPRA)



Based on@ *DESCA-* Horizon 2020 Model Agreernent (www.OESCA·2020,eu),

Version 1.2.3,March 2016 301*·.*

Hotlime- Project Agreement, version 2.2, 2018 05-30

**REGIONE EMILIA ROMAGNA (REGIONE RER – SGSS)**

Dott. Paolo Ferrecchi

General Director for Territorial and Environmental Care

2018-06- 11*.*

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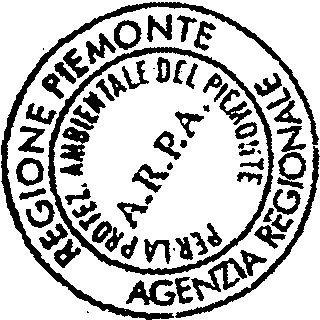
Version 1.2.3, March 2016 31/51

Hotlime- Project Agreement, version 2.2, 2018 05-30

AGENZIA REGIONALE PER LA PROTEZIONE AMBIENTALE DEL PIEMONTE **(ARPA**

PIEMONTE)

Ing. Angeto Robotto



Direttore Generale

2018-06- o*A.*

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Version 1.2.3, March 2016 32/51

REGIONE UMBRIA (REGIONE UMBRIA)

Andrea Motti

Oott. Geol.

Legal and Project Manager

2018-06- *() {*

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Version 1.2.3, March 2016 33/51

OFFICE OF THE PAlME MINISTER (OPM)

[frmner *offlcia/* name *as in lhe GeoERA Grant Agreement,* GeoéRA *Consottium Agreement snd HotLJme ptoJ«;t proposlll:*

MINISTRY FOR TRANSPORT AND INFRASTRUCTURE (MTI)]

Dr Caruana

Director General (Continental Shelf Department),OPM

2018-06-0t

Dr Albert caruana

Dlrector Ganeral

Cont:IIHintal SheJf Department

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Version 1.2.3, March 2016 34/51

GEOLOSKIZAVOD SLOVENIJE (GeoZS)

dr. Miloš Savec

director

2018-06-05"

HotUme- Project Agreement, version 2.2, 2018-05-30

INSTITUT CARTOGRAFIC IGEOLOGIC DE CATALUNVA (ICGC)

Generalita!de Catalunya

Cartograflc I

c de Catalunye

Massó Cartagena

Oirector

Barcelona, 2018-05-31

Based on© *DESCA-* Horizon 2020 Model Agreement (www.DESCA-2020.eu),

Version 1.2.3, March 2016 36/51



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**GEOLOGICAL** FUND OF UKRft.INE ;C-FUlNFC·mriJ

**Mr.** Sergii PrymusLkc

Director

Kvív. 2018·05-3'1

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Appendix 1: Background included

According to the Grant Agreement (Article 24) Background is defined as "data, know-how or inforrnation (...) 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 identity and agree amongst them on the Background for the project. This is the purpose of this Appendix.

*(Numbering and order of Parties as in the of the Grant Agreement number: 731166- GeoERA, designationlspe/ling updated where applicab/e)*

**PARTY1**

As to NEDERLANDSE ORGANISATIE VOOR TOEGEPAST NATUURWETENSCHAPPELIJK ONDERZOEK (TNO), 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/ar conditions, shall be as mentioned hereunder.

|  |  |  |
| --- | --- | --- |
| Desaibe Background | Specific limitations andlor conditions for implementatlon  (Article 25.2 Grant Agreement) | SpecifiC limitations andlor condltions for Exploltation  (Article 25.3 Grant Agreement) |
| Alf Background directly related to the  Project which is owned by TNO and  which is public, is included; alf other background is excluded | none | none |
| Background of certain software tools  and datasets developed in previous projects and used in this Project may not be entltled to be shared with the partners. | none | none |

This represents the status at the time of signatura of this Project Agreement.

**PARTY3**

As to GEOLOGISCHE BUNDESANSTALT (GBA), it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or inforrnation of GBA shall be Needed by another Party for implementation of the Project (Article 25.2 Grant Agreement) or Exploitation of that other Party's Results (Article

25.3 Grant Agreement).

This represents the status at the time of signatura of this Project Agreement.

**PARTY S**

As to VLAAMS PLANBUREAU VOOR OMGEVING (VPO), it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of VLAAMSE INSTELLING VOOR TECHNOLOGISCH ONDERZOEK (VITO) shall be Naaded by anothar Party for implamantation of tha Projact (Micle

25.2 Grant Agraamant) or Exploitation of that othar Party's Rasults (Micle 25.3 Grant

Agraemant).

This reprasents tha status at the tima of signatura of this Project Agreement.

**PARTY S**

As to HRVATSKI GEOLOSKIINSTITUT (HGI-CGS), it is agreed between the Parties that, totha best of their knowledga.

The following background is hareby idantified and agreed upon for the Project. Specific limitations and/or conditions, shall ba as mentioned hareunder:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations andlor  conditions for implementation  (Article 25.2 Grant Agreement) | SpecifiC limitations andlor conditions for Exploitation (Article 25.3 Grant Agreement) |
| All Background directly related to the  Project which is owned by HGI-CGS and which is public, is included; all other Background is excluded | The background information .  may not be used by any other Party without prior written approval by Hrvatski geolo kl institut (HGI-CGS). | The background information  may not be published by any other Party without prior written approval by Hrvatski geolo kiinstitut (HGI-CGS). Party 8 has to be mentioned as source of the published data. |

This represants tha status at the time of signatura of this Projact Agreement.

**PARTY10**

As to CESKA GEOLOGICKA SLUZBA (CGS), it is agreed betwaan tha Parties that, to the best of their knowledge.

Tha following background is hareby idantified andagreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereundar:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or  conditions for implementation  (Article 25.2 Grant Agreement) | Specific limitations andlor  conditions for Exploitation  (Article 25.3 Grant Agreement) |
| Pre-Existing Know-How belonging to  CGS developed by scientists not  participating in GeoERA project. | Limited Access Rights | Excluded from Access Rights |
| Pre-Existing Know-How developed  by scientists participating in GeoERA project, which is outside the scope of the GeoERA project. | Limited Access Rights | Excluded from Access Rights |
| All. Pre-Existing Know-How (including related software) that is covered under specified research agreements and confidentiality agreements and therefore subject to third-party rights. · | Limited Access Rights | Excluded from Access Rights |

New and all Pre-Existing Know-How Limited Access Rights Excluded from Access Rights developed at CGS by research

programs other than GeoERA

project

This represents the status at the time of signatura of this Project Agreement.

**PARTY15**

As to REGIERUNGSPRASIDIUM FREIBURG (LGRB), 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:

|  |  |  |
| --- | --- | --- |
| Oesaibe Background | Specific limitations andlor conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations andlor conditions for Exploitation  {Article 25.3 Grant Agreement) |
| AU data and information directly  related to the Project which is fully owned by LGRB and which is public, is included. AU other data and information is excluded or subject to special approval in each case. | No specific limitations and/or  conditions | No specific limitations and/or  conditions |
| All data and information directly  related to the Project which is not fully owned by LGRB. | Subject to approval of the  data owners ln each case. | Subject to approval of the data  owners ln each case. |
| Pre-existing know-how developed by  LGRB and applied in the Project implementation (knowledge transfer)\_. | No specific limitations and/or  conditions | No specific limitations and/or  conditions |
| All pre-existing know-how including  related software that is covered by specifiC research agreements and confidentiality agreements and therefore subject to third-party rights. | Subject to approval by the  third party in each case. | Subject to approval by the third  party in each case. |

This represents the status at the time of signatura of this Project Agreement.

**PARTY16**

As to BAYERISCHES LANDESAMT FUR UMWELT (Lfl.J), it is agreed between the Partles 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:

|  |  |  |
| --- | --- | --- |
| Oescribe Background | Specific limitations andlor conditions for implementation (Article 25.2 Grant Agreement) | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement) |
| All data and information directly related to the Project which is fully owned . LfU and which is public, is | No specific limitations and/or conditions | No specific limitations andlor conditions |

|  |  |  |
| --- | --- | --- |
| included. Alt other data and  information is excluded or subject to  special approval in each case. |  |  |
| All data and information directly related to the Project which is not fully owned by LfU. | Subject to approval of the data owners in each case. | Subject to approval of the data owners in each case. |
| Pre-existing know-how developed by LfU and applied in the Project implementation (knowledge transfer). | No specific limitations and/or conditions | No specifiC limitations and/or conditions |
| All pre-existing know-how including related software that is covered by specific research agreements and confidentiality agreements and therefore subject to third-party rights. | Subject to approval by the third party in each case. | Subject to approval by the third party in each case. |

This represents the status at the time of signatura of this Project Agreement.

**PARTY23**

As to DEPARTMENT OF COMMUNICATIONS, CLIMATE ACTION AND ENVIRONMENT *I* GEOLOGICAL SURVEY OF IRELAND (GSI), 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 •I Specific limitations and/or conditions for implementation | | Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement) |
|  | (Article 25.2 Grant Agreement) |
| Alt Background directly related to the  Project which is owned by GSI and which is public, is included; alt other background is excluded.. | none | none |

This represents the status at the time of signatura of this Project Agreement.

**PARTY24**

As to ISTITUTO SUPERIORE PER LA PROTEZIONE E LA RICERCA AMBIENTALE (ISPRA), 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 andlor conditions, shall be as mentioned hereunder:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or  conditions for implementation  (Article 25.2 Grant Agreemenll | Specific limitations andlor  conditions for Exploitatíon  (Article 25.3 Grant Agreement) |
| All Background directly related to the  Project which is owned by ISPRA and which is public, is included; all other background ís excluded. | none | none |

This raprasents tha status at tha tima of signatura of this Projact Agreement.

PARTY25

As to REGIONE EMILIA ROMAGNA (REGIONE ER), it is agread between tha Partias that, to the best of their knowladga,

The following Background is heraby identified and agreed upon for tha Project. Spacific limitations and/or conditions, shall ba as mantioned heraundar:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or  conditions for implementation  (Article 25.2 Grant Agreement) | Specific limitations and/or  conditions for Exploitation  (Artide 25.3 Grant Agreement) |
| All data, know-how and information  directly related to the Project which is owned by Regione Emilia Romagna, is induded, all other background is excluded. | lmplementation under  CCBY license | lmplementation under  CCBY license |

This represants the status at tha tima of signatura of this Projact Agreement.

PARTY27

As to AGENZIA REGIONALE PER LA PROTEZIONE AMBIENTALE DEL PIEMONTE (ARPA PIEMONTE), it is agreed batwaan the Parties that, to tha best of thair knowledge,

Tha following background is heraby identified and agreed upon for tha Projact. Specific limitations andlor conditions, shall ba as mantioned heraunder:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation  (Article 25.2 Grant Agreement) | Specific limitations and/or  conditions for Exploitation  (Artide 25.3 Grant Agreement) |
| All Background directly related to  the Project which is owned by Arpa Piemonte and which is public, is induded; all other background is excluded. Original data are not exclusive property of Arpa  Piemonte. | Only dataset modeling and elaboration products will be at disposal for other partners | Specific bilateral agreements  would be defined |
| Proprietary software (third parties)  in use for elaborations | Not at disposal for other  partners | Not at disposal for other  .Partners |

This reprasents the status at the time of signatura of this Project Agreement.

PARTY29

As to REGIONE UMBRIA (Regione Umbria), it is agreed between the Parties that, to the best of thair knowladge,

No data, know-how or information of Regione Umbria - Servizio Geologico shall be N ed by another Party for implementation of the Project (Article 25.2 Grant Agreamant) or Exploitation of that other Party's Results (Article 25.3 Grant Agreemant}.

This reprasents the status at the time of signatura of this Project Agreemant.

**PARTY 34** *[former official name:* MINISTRY FOR TRANSPORT AND INFRASTRUCTURE (MTI)]

As to OFFICE OF THE PRIME MINISTER (OPM), it is agreed batween the Parties that, to tha best of their knowledge,

No data, know-how or information of OPM shall be Naaded by another Party for implemantation of the Project (Article 25.2 Grant Agreement} or Exploitation of that other Party's Results (Article

25.3 Grant Agreement).

This represents the status at the time of signatura of this Project Agreement.

**PARTY40**

As to GEOLOSKI ZAVOD SLOVENIJE (GeoZS}, it is agreed between the Parties that, to the best of their knowledge,

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

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations andlor  conditions for implementation  (Article 25.2 Grant Agreement) | Specific limitations andlor  conditions for Exploitation  (Article 25.3 GrantAgreement) |
| Data, digital maps, models and  associated databases or GIS layers  not generated through the direct. participation in the project or which GeoZS is not free to provide. | Limited Access Rights | Excluded from Access Rights |

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

**PARTY42**

As to INSTITUT CARTOGRAFICI GEOLOGIC DE CATALUNYA (ICGC), it is agreed between the Parties that, to the best of their knowledge,

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

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation  (Article 25.2 Grant Agreement) | Specific limitations andlor  conditions for Exploitation  (Article 25.3 Grant Agreement) |
| All Background directly related to the  Project which is owned by ICGC and |  |  |

which is public, is included, and these have no limitations or conditions; all other background is excluded.

This represents the status at the time of signatura of this Project Agreement.

**PARTY44**

As to STATE RESEARCH AND DEVELOPMENT ENTERPRISE STATE INFORMATION GEOLOGICAL FUND OF UKRAINE (GEOINFORM), lt 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 limitations and/ar conditions for implementation  (Article 25.2 Grant Agreement) | Specific limitations andlor |
| conditions for Exploitation  (Article 25.3 Grant Agreement) |
| All background directly related to the  Project which is owned by GEOINFORM and which is public, is included; all other background is excluded | The background information  may not be used by any other  Party without prior written  approval by GEOINFORM | The background information  may not be published by any other Party without prior written approvalby GEOINFORM.  Party 44 has to be mentioned as source of the published data. |

This represents the status at the time of signatura of this Project Agreement.

Appendix 2: Accession document

ACCESSION

of a new Party to

[Acronym ofthe Project], version [..., YYYY-MM-DD]

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

hereby consents to become a Party to the Project identified above and recognizes all the rights and obllgations of a Party as laid down in the Grant Agreement and the Consortium Agreement and accepts the rights and obligations of the Project Agreement starting [date).

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

hereby certifies that the Project Consortium has accepted in the meeting hekl 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.

[Dateand Place]

[INSERT NAME OF THE NEW PARTY] Signatura(s)

Name(s) Trtle(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR] Signatura(s)

Name(s)

Trt:le(s)

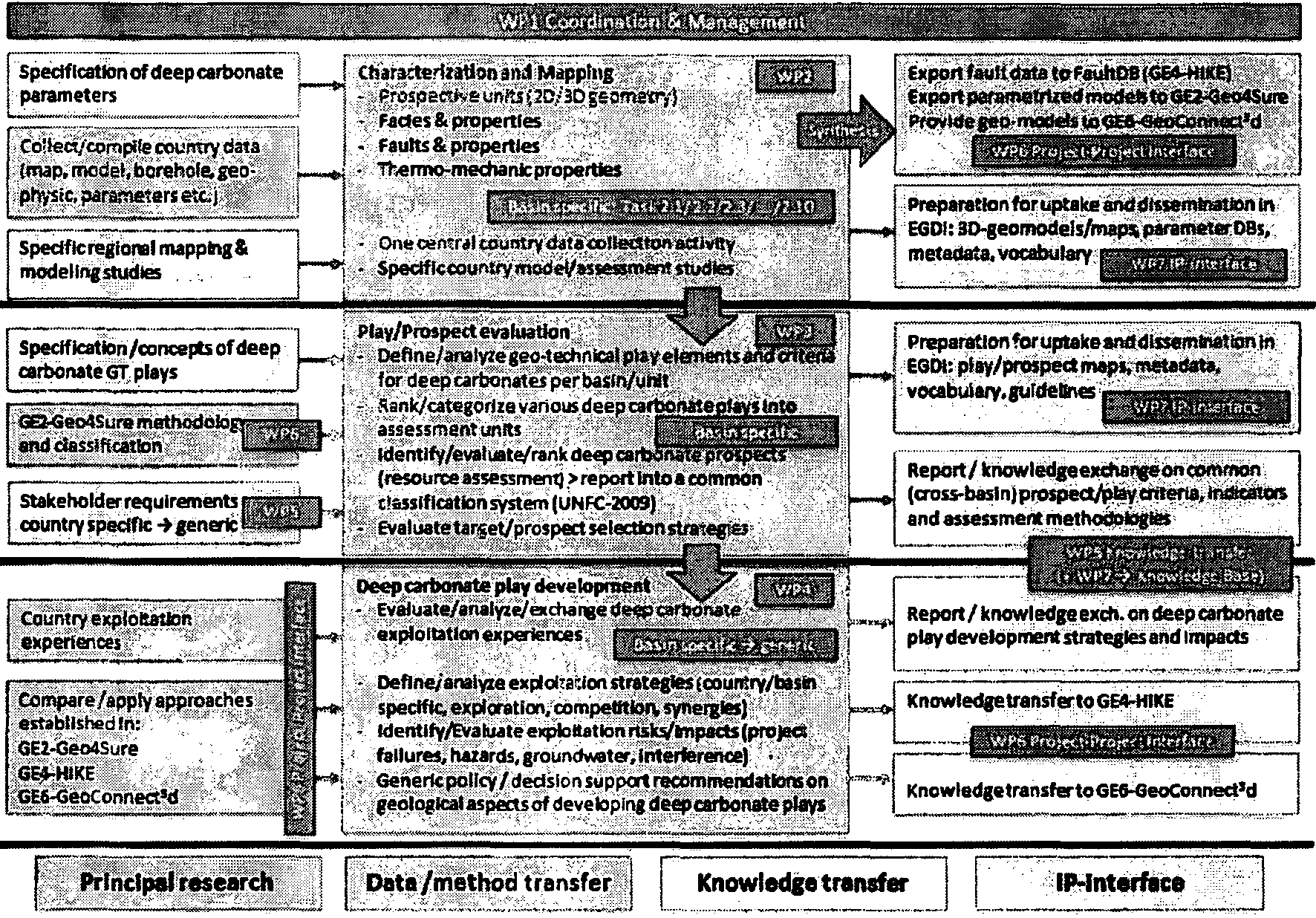
Appendix 3: Project pian including budgets

This project pian is an overview based on Chapter 3.1 *Work Pian* of the Hotlime Project Proposal as submited in GeoERA Stage 2 Call, accepted and awarded. lt thus represents the binding. framework for the workflow of the Hotlime implementation but does not supersede the detailed Project lmplementation Pian due in M3 of project implementation and subject to approval of the Project Assembly respectively the Project Board appointed by the Project Assembly. Likewise the budget pian, i.e. the resources commitment of Hotlime's Parties, is the compilation of the Tables 3.3a *Summary of Staff Effort* and 3.3c *Financial table with requested budget* as laid down in the Hotlime Project Proposal.

The overal! implementation structure of the Hotlime project is presented in the scheme below. This schema describes the work packages (the detailed descriptions to be found in Tables

3.1a of the Hotlime Project Proposal), their interaction with each ether and the interdepend­

dencies with ether GeoERA-GE project proposals, data- and knowledge transfer routes and the contributions to the lnformation Platform or vice versa.



WP 1, namely the Project Board, will govern the day-to-day project management; it will monitor the project progress and the work assigned to each partner. The core of Hotlime implementation are the WPs 2, 3 and 4, representing the research proper, in a largely sequential, logical top-down approach, with some iteration between WPs as results emerge. Performed in ten different case studies of distinct in-depth assessment, depending on the data availability, the subsequent work builds upon the emerging results of the preceding work package.

Peripheral or service WPs 5, 6 and 7 are geared towards ·safeguarding the supplementation and support of the research proper by the findings of ether projects and developments, as well

as knowledge transfer and maximising the impact of Hotlime's results through appropriate communication measures and optimized dissemination for exploitation by end-users.

The interface with GE2-Geo4Sure, however, has to be realigned as this project will not be

funded within the GeoERA. Alternativa funding is envisaged but no ensured at present. Albeit the application of Geo4Sure's principal approach and methodology in Hotlime is achievable as the Geo4Sure project developer/coordinator is an affirmed associate of Hotlime.

The time lapse of HotLime's work package (WP) implementation and milestones (MS) is illustrated in the following Gantt chart. The numbering of the milestones corresponds to Table

3.2a m the HotLime Project Proposal.

Hotlime work package & milestone pian

MO M6 M12 M18 M24 M30 M36

b

WP 1 Projec:t Coordlnatlon & Management

*tJ*St

WP 2 Chařactertzatlon & Mapptng

WP 3 Play/Proapec:t Evaluatlon

US3

WP 4 Deep Carbonate Play Development

Ull

uu

WP 6 Knowtedge Ti'ansfer

M3 WP 6 Pro)ect-Projec:t lnterfaee

WP 71P lnterfaee

USl Ul7

M1

Klck..Off

Semlnar

M21

Mld-Term

Project Revlew

M39·

Flnal

Project Revlew

GeoERA's principal seminars (Kick-Off, Mid-Term, Final) as depicted in the chart are not considered milestones but important time marker for reporting and Project Review.

As a consequence of the sequential implementation of the research proper (WPs 2, 3 and 4), performed in ten different.case studies of distinct in-depth assessment (see 02.1 to 02.10 in List of Oeliverables, p. 49), the subsequent work builds upon the emerging results of the preceding work package, however, not as purely sequential but a synergetic and iteratlve process work.

Accordingly HotLime's deliverables are interspersed throughout the entire project implemen­ tation running time. The following List of Oeliverables, the synopsis of Table 3.1 *Ust of deliverab/es* of the HotLime Project Proposal and the detailed Task 2.1 to 2.1O descriptions therein, itemizes all designated Hotlime deliverables.

List of deliverables

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Oeliver- able number | Oeliverable name | Work package number | Shortname oflead participant | Type | Oissemina- tion level | Delivery due (in month) |
| 01.1.1 | Project lmplementation Pian | 1 | lfU | Report | GeoERA  internaI | M3 |
| 01.1.2 | Minutes of Meetings | 1 | LfU | Minutes | GeoERA  internaI | Ml-36 |
| 01.1.3 | Project Progress and  Monitoring Report | 1 | LfU | Report | GeoERA  internaI | MlS |
| 01.1.4 | Final Project Progress Report | 1 | LfU | Report | publicvia  GeoERA | M36 |
| 01.1.5 | Annual Expenditure Reports | 1 | LfU | Report | GeoERA  internaI | M12,24,36 |
| 01.2 | Project Communication and  Exploration Pian | 1 | LfU | Report | publicvla  GeoERA | MG |
| 01.3 | Project Data Management  Pian | 1 | LfU | Report | GeoERA  internaI | M6 |
| 02.0 | Summary report of resources mapping and characteriza- tion,catalogue of methods and required parameters, best practice and guideljnes | 2 | LGRB | Report | public viaiP | MlS |
| 02.1-  02.10 | Geology of prospective geothermal reservoirs  parameterized *I* categorized | 2 | LGRB et al. | 10Map series,  3Dmodels |  |  |
| *02.1* | *30 geofogical model of the centra/ Molasse Basin (DE, AT)* | | lfU |  | publlc vlaiP | MlS |
| *02.2* | *3D struct ural/geo/ogica/ model of the Molasse Basin* - *Carpathian Foredeep tronsansition zone (AI: CZ)* | | GBA |  |
| *02.3* | *30 r;eo/ogical mode/s ofthe*  *Lough Al!en Basin and Clare Basin {IR)* | | GSI |  |
| *02.4* | *Base* & *top maps of Dinantian carbonc:tes the London-Brabant r.:assi flanks (NL, BE)* | | TNO |  |
| *02.5* | *lmproved 30 model of Po Basin, Piemonte to Adriatic coast (IT)* | | ISPRA |  |
| *02.6* | *30 structural/geo/ogical model of*  . *Krši.u-Brežice sub-basin (Sl)* | | GeoZS |  |
| *02.7* | ····-····  *Constructed model of the Zagreb geothermal field* | | HGI-CGS |  |
| *02.8* | *20 struc:. tr-ol/geological model of the geothcrmal reservoir c/ose to the Ponte!!f'ria-Linosa-Malta rift (MT)* | | MTI  *now:OPM* |  |
| *02.9* | *20 maps I 30 geological model of the rmporda Basin {ES)* | | ICGC |  |
| *02.10* | *20 struc:urol/geological model ofthe geo!.'!crmal reservoir in the Tuscc;n-Umbria-Marche units* | | RU |  |

*List of Deliverob/es conťd*

Oeliver- Work Short name Oissemina- Delivery able Oe!iverable name package oflead Type tion level due (in number number participant month)

03.1.1 Best practice manual for 3 TNO report public M30 resource assessment via IP

03.1.2 Spatial resource assessment TNO Mapseries, public M24 in a reas in focus 30 models via IP

3

03.1.3 Classification system for 3 Web-based public M24 plays and prospects tool via IP

TNO

03.1.4 Quantitative assessment tool Web-based public M24 for crbonate rocks tool via IP

3 TNO

Report on deep carbonate public

04.1 · play deve!opment strategies 4 GSI Report via IP M36

a:1d impacts

05.1.1 Licensinr:; regulations report HGI-CGS Report public M36 viaiP

s

Ge01i' =rmal planning public

OS.1.2 s HGI-CGS Report M36

reu\_;': 1mendations via IP

OS.l.3 Joint i:,rormation event s HGI-CGS Event public "'M30

05.2.1

Specif ica tions/technical

requirements for data s LfU Report IP M18

repcs:: )r'dsemantic web

05.2.2 Gloss2r' oftechnical terms LfU dbase public M30 (fe:''' *,:* data code lists) viaiP

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05.2.3 Kno\\'1 ''dge database LfU dbase public M36 via IP

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06.1.1 Fault pr 0 ,J·'rty requirements an:í c<change logbook

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6 LfU Report GE4-HIKE M18

lrnjJI,':· *e* ntation of fault dbase

06.1.2 6 LfU public M36

n·-·' *:.* ,rk in FaultOB population

06.2 Gec· : :re application \*) 6 LfU Report *open \*)* M24 exper ié'r: r•s and comparison

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06.3

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1anifestation 6 LfU Report GE6-Geo- M30

·gy evaluation log Connect3d

S pc ;· -ions/technical

07.1 reqt:': · : ,, '<S for EGOIspatial 7 LfU/LGRB Report IP M6,12

-; , repository

Rec:: ,:1ts catalogue for

07.2 th;' :1:on knowledge 7 LfU Report IP M18 base

-·- --·

07.3 Fin<' r: J/project results 7 LfU dbase public M36 ino ·. ntation report population

- ·-

\*) The application *r.·*

be funded within '..>·

associate of Hotlir'

•'-,3eo4Sure's principal approach and methodology has to be repositioned as this project wiD not

·,. An arrangement with the Geo4Sure project developer/coordinator being an aflirmed

. :1e part of the Project lmplementation Pian.

Based on© *Dr::·:;'\-* Horizon 2020 Model Agreement (www.DESCA-2020.eu),

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The resources to be commited by Hotllime's Parties, in accordance with the Hotlime budget pian as laid down in the Hotlime Project Proposal, are summarized in following table.

The listed amounts of the in-kind contribution tributed by each Hotlime Party are unverified unless confi:·:r·:;r< ::1 /\nnex 7 to the Grant Agreement 731166- GeoERA (due 2018-06-151atest).

Resources to bc commited by Hotlime's Parties

Staff effort in PM I ellgible Iln-kind

Party# *I* Shortn:1"1e costs contrib.

) EUR

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)

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WP1 WP2 WP3 WP4 WP5 WP6 WP7 IPM EUR 2 2 3

1ITNO 1 8.25 4 2.5 0.5 1 2 19.25 178,124 125,221

2IGBk 3 1 2 0.75 6.75 46,631 32,782

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(6) (4) 10.00 o

*Equivalent*

*for* VITQ\_\_···· *(73.455)*

8 *I* HGI-CGS I . 1 5 3 4 3 3 1 20.00 66,000 46,398

141CGS 2 0.5 1 0.5 4.00 13,856 9,741

15 *I* LGRB 4 18 4 2 2 6 36.00 280,515 197,202

16 *I* LfU 1 (6) 16 6 6 2 2 6 44.00 368,500 259,056

23 *I* GSI 2 18 6 8 2 2 38.00 239,700 168,509

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241ISPRA 16 1.5 2 2 21.50 162,594 114,303

25 *I* REGIONE E!\ 4 4 2 1 11.00 53,928 37,912

27 *I* ARPA Piemon\_,, 9 1 10.00 67,560 47,495

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29 *I* REGIONEUME" .\ I 2.7 2.70 13,350 9,385

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34 *I* MTI *now:* C !' t-.1 2 2 4.00 18,000 12,654

*401* GeoZS 2.5 2.2 1.5 0.5 0.5 7.20 35,250 24,781

42 *I* ICGC 6.5 3 1.5 0.36 1.5 1 13.86 104,895 73,741

'

44 *I* GEOINFOR' · 0.61 0.61 1.22 9,826 6,907

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Total 14 118.95 36.31 32.5 14.72 15 18 249.48 1,658,729 1,166,087

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1) These part1c1;. o1ls do not request fund1ng from the EC for the PMs in parentheses. Accordmgly, these (PM)s

are considerec' n staff effort totals as indicated above,but are not included in the Party's budget line.The

in-kind contri!l: •.• m of VLONPO resp. VITO acting as third party of VLONPO is shown for comparison only.

2) Commercially : J;,ded from Hotlíme Project Proposal as submitted 2018-Q1-11.

3) Subject to P<J: s confirmation in Annex 7 ofthe GrantAgreement 731166- GeoERA.

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