

PROJECT AGREEMENT

Managing Urban Shallow geothermal Energy MUSE



Managing Urban Shallow Geothermal Energy



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Horizon 2020 research and innovation programme under grant
agreement No 731166*

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 Innovation (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:

- Geologische Bundesanstalt (GBA),

the Project Lead

and

- Natural Environmental Research Council (NERC),
- Institut Cartogràfic i Geològic de Catalunya (CGC)
- Hrvatski Geološki Institut (HGI-CGS)
- Ceska Geologicka Sluzba – Czech Geological Survey (CGS)
- Bureau de Recherches Géologiques et Minières (BRGM)
- Geological Survey of Ireland (GSI)
- Royal Belgian Institute of Natural Sciences – Geological Survey of Belgium (RBINS-GSB)
- Geološki zavod Slovenije (GeoZS)
- Instituto Geológico y Minero de España (IGME)
- Sveriges Geologiska Undersökning (SGU)
- Nederlandse Organisatie voor Toegepast Natuurwetenschappelijk Onderzoek TNO (TNO)
- Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy (PIG-PIB)
- State Geological Institute of Dionyz Stur (SGIDS)
- State Research and Development Enterprise State Information Geological Fund of Ukraine (GEOINFORM)
- Geological Survey of Denmark and Greenland (GEUS)

hereinafter, jointly referred to as “Parties” or “Project Consortium” and individually as “Party”,

relating to the project entitled

Managing Urban Shallow geothermal Energy

in short

MUSE

hereinafter referred to as "Project"

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 Agreement**").
- 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. Section: Definitions

1.1. Definitions

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

"Data Management Plan"

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

"Defaulting Party"

Defaulting Party means a Party which the Project Assembly has identified 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.

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

“Needed”

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”

Legal 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 Governance Structure section of this Project Agreement.

“Project Implementation Document”

Documents describing the reporting procedures and monitoring indicators and the corresponding reporting templates, for GeoERA projects, available on www.geoera.eu.

“Project Lead”

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

“Project Plan”

Project Plan 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 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. Section: Entry into force, duration and termination

3.1. Entry into force

An entity becomes a Party to this Project Agreement upon signature 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 Party/ies, 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 Consortium Agreement as may reasonably required.

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

Each Party shall promptly provide all information reasonably required by a 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

In 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.

If such breach is substantial and 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. Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Project Agreement. It 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

In respect of any information and/or 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 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 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 contractual liability

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

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 Agreement 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. Force 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 Force Majeure.

Each Party will notify the competent Project Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent 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 ultimate 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 legal entity acting as the intermediary between the Parties and the Executive Board. The Project Lead shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the this Project Agreement.

General operational procedures for all Project Consortium Bodies

6.1.1. Representation in meetings

6.2. Any Party which is a member of a Project Consortium Body (hereinafter referred to as "Member"):

Is 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.

6.2.1. 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.

	Ordinary meeting	Extraordinary meeting
Project Assembly	45 calendar days	15 calendar days
Project Board	20 calendar days	15 calendar days

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.

In 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 Member of the Project Consortium Body as soon as possible but not later than the minimum days preceding 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 form of an electronic vote. The Project Lead shall immediately inform the Members of the Project Consortium Body on the outcome of the paper procedure.

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

6.2.2.8. Decisions will only be binding once the relevant part of the minutes has been

accepted according to Section 6.2.5.

6.2.2. Voting rules and quorum

6.2.3. 6.2.3.1. Each Project Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached, the chairperson of the Project Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

6.2.3.2. Each Member of a 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 4.2 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. If consensus cannot be achieved, decisions shall be taken by a majority of the votes cast.

6.2.4. Veto rights

6.2.5. A Member may exercise a veto with respect to the corresponding decision or relevant part of the decision if its own work, time (e.g. compliance with national law) or performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body or if a Member has committed to legally binding expenses such as (but not limited to) salaries before the decision and the decision would lead to a withdrawal of funding for these expenses.

6.2.4.1. When the decision is foreseen on the original agenda, a Member may veto such a decision 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. In 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. If the Members of the related Consortium Body failed 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.

6.2.6. Minutes of meetings

6.2.7. 6.2.5.1. The chairperson of a Project Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft minutes to all Members within 10 calendar days of the meeting.

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

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

6.3. Specific operational procedures for the Project Consortium Bodies

6.3.1. Project Assembly

6.3.2. In 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 decisions-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 11.9.

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. In 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 Included)
- Amendments to the Project Plan (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 Party
- Withdrawal of a Party from the Project Consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Project Agreement,
- Inform 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 all or part of the Project
- Proposal to the Executive Board for termination of the Project and the Project Agreement

6.3.3. Project Board

In 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 Lead to the Project Assembly Members for information.

6.3.2.3. Tasks:

The Project Board shall prepare the meetings, propose 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.

In 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 Plan and, if necessary, propose modifications of the Project Plan 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 Plan.
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- In 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 information connected with the Work Package between its Members and, if relevant, to the Project Board
- Delivery of Work Package contributions to progress reports and other 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 Plan, including any delay in performance or delivery, and proposing an update of the Project Plan, 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.
- If responsible for the Work Package related to the Information Platform, the Work Package Leader is also the main contactpoint for the Information Platform project.

6.5. Project Lead

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

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

- Monitoring compliance by the Parties with their obligations
- Submitting the annual financial reports to the designated MRO according to Project Implementation 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, other 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.

If one or more of the Parties is late in submission of any Project deliverable, the Project Lead may nevertheless submit the other Parties' Project deliverables and all other documents required by the Executive Board.

6.5.3. If 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 other 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. Section: Financial provisions

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 out in accordance with the Project Plan.

7.1.2. Justifying Costs and reporting

In 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 Implementation Document 1.

7.2. Funding Principles

A Party that spends less than its allocated share of the budget as set out in the Project Plan will be funded in accordance with its actual duly justified eligible costs only. A Party that spends more than its allocated share of the budget as set out in the Project Plan 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. In any case of a Party having received excess payments from the Coordinator, the Party has to return the relevant amount to the Coordinator without undue delay.

7.2.1.2. In case a Party earns any receipt that is deductible from the total funding as set out in the budget plan as described in Appendix 3 to the Consortium Agreement, the deduction is only directed toward the Party earning such income. The other Parties' financial share of the budget shall not be affected by one Party's receipt. In case the relevant receipt is more than the allocated share of the Party as set out in the Project Plan, the Party shall reimburse the funding reduction suffered by other 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 preliminary 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 Authority. Furthermore a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.3. Budgeting

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

8. Section: 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 governed 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 other joint owner(s), and
- Each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - (a) At least 45 calendar days advance notice; and
 - (b) Fair and Reasonable compensation.

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 other Parties of such transfer and shall ensure that the rights of the other 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 national laws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transfer as foreseen in the Grant Agreement.

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

8.4. Dissemination

8.4.1. For the avoidance of doubt, nothing in this Section 8.4 has impact on the confidentiality obligations set out in Section 10 of this Project Agreement.

8.4.2. Dissemination of own Results

8.4.3. 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 29.1 of the Grant Agreement and the Dissemination and Exploitation plan D5.1 (<http://geoera.eu/deliverables/>) 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 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. If no objection is made within the time limit stated above, the publication is permitted. The Executive Board will be informed on the publication.

8.4.4.

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. 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.

8.5. 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. 8.5.1. 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.

8.5.2. 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. 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. In Appendix 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 Appendix 1 shall not be the object of Access Right obligations regarding Background.

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

9.2. General Principles

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

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

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

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

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

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

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

9.3. Access Rights for Implementation

Access Rights to Results and Background Needed for the performance of the own work of a 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 internal 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 Reasonable 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 other 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 formal notice of the decision of the Project Assembly to terminate its participation in the Project Consortium. 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. 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-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 Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grand Agreement, for a period of 4 years after the end of the Project:
- Not to use Confidential Information otherwise than for the purpose for which it was disclosed;
 - Not to disclose Confidential Information without the prior written consent by the Disclosing 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 upon request all Confidential Information which has been supplied to or acquired by 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.
- 10.3.** The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

- 10.4.** The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
- The Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
 - The Disclosing 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.
- 10.5.** The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care
- 10.6.** Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
- 10.7.** If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:
- Notify the Disclosing Party, and
 - Comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

The confidentiality obligation under this Project Agreement shall not prevent the obligations arising from the Grant Agreement and/or Consortium Agreement concerning communication with the European Commission.

11. Section: Miscellaneous

11.1. Appendices, inconsistencies and severability

This Project Agreement consists of this core text and:

- Appendix 1 (Background included)
- Appendix 2 (Accession document)
- Appendix 3 (Project Plan including budget)

In case the terms of this Project Agreement are in conflict with the terms of the Grant Agreement or Consortium 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 over the Project Agreement and its Appendices. In 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 remaining provisions of this Project 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.

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 other 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 other kind of formal business grouping or entity between the Parties.

11.3. Notices and other 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.

Formal notices

If 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 other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the 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 other 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 National law

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 govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

11.7. Applicable law

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

11.8. Settlement of disputes

The 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, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation to the Executive Board.

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

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, 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. Alternatively, if, before the expiration of the said 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 other Party, be referred to and finally determined by arbitration in 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 arbitral 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 Plan (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 Plan following the format layed out in the GeoERA Data Management Plan.

13. Section Signatures

ASWITNESS:

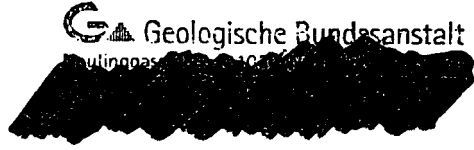
The Parties have caused this Project Agreement to be duly signed by the undersigned authorised representatives in separate signatura pages the day and year first above written.

On behalf of

Geologische Bundesanstalt (GBA), Party 1

Name / Title: Dr. Peter Seifert


Position: Director

<p>WIEN / 29/5/2018</p>	 <p>Geologische Bundesanstalt Buldingpas...</p>
<p>Place, date</p>	<p>Si nature and stam</p>

On behalf of

Natural Environmental Research Council (NERC), new official name United Kingdom Research and Innovation (UKRI)

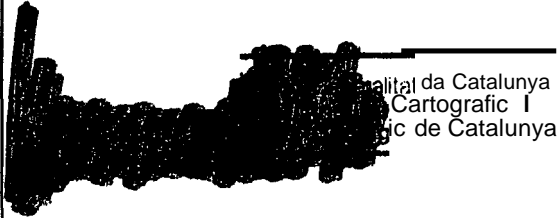
Name & Title: Chris Luton
Head of Intellectual Property
Position: & Legal Services
British Geological Survey

<p>th-y Jⁿ 1)Z,.,. r 201i.</p>	
<p>Place, date</p>	<p>Signature and stamp</p>

On behalf of
Institut Cartogràfic i Geològic de Catalunya
(ICGC)

Name / Title: Jaume Massó i Cartagena

Position: Director

Barcelona, May 29th, 2018	 Institut Cartogràfic i Geològic de Catalunya
Place, date	Signature and stamp

On behalf of

Hrvatski Geološki Institut (HGI-CGS)

Name / Title: dr. sc. Slobodan Miko

Position: Director


Zagreb, 29/5/2018	 HRVATSKI GEOLOŠKI INSTITUT 1 ZAGREB - ŠKOLJEVAČKA 59
Place, date	Signature and stamp

On behalf of

Ceska Geologicka Sluzba – Czech Geological Survey (CGS)

Name / Title: *Zdenek Venera*

Position: *Director*

<p><i>Prague, 5th June 2018</i></p>	<p>Czech Geological Survey · · Director Klirov 31131, 118 21 Prague 1 czech Republic</p> 
<p>Place, date</p>	<p>Signature and stamp</p>

On behalf of

Bureau de Recherches Géologiques et Minières (BRGM)

Name / Title: Jean-Luc Foucher


Position: Director of Risk and Prevention Division

<p>Orléans, le 04/06/2018</p>	<p>Jean-Luc FOUCHER Directeur de la Division Prévention</p>
<p>Place, date</p>	<p>Signature and stamp</p>

On behalf of
Geological Survey of Ireland (GSI)

Name / Title: *UJEN VERBODEN*

Position: *DIRECTOR*

<p>Geological Survey Office</p> <p>05 JUN 2018</p> <p>Begars Bush</p>	
<p>Place, date</p>	<p>Signature and stamp</p>

On behalf of


Royal Belgian Institute of Natural Sciences – Geological Survey of Belgium
{RBINS-GSB)

Name/Title:

CAMILLE PISANI

Position:

DIRECTEUR GENERAL • ALGEMEEN DIRECTEUR


<p>Brussels 11.05.2018</p>	
<p><u>Place, date</u></p>	<p><u>Signature and stamp</u></p>

On behalf of

Geološki zavod Slovenije (GeoZS)

Name / Title: Miloš Savec, PhD

Position: Director

Ljubljana, 29.05.20	
Place, date	Signature and stamp

On behalf of

Instituto Geológico y Minero de España (IGME)

Name / Title: Francisco González Lodeiro

Position: Director


	
Place, date: Madrid, 30th May, 2018	Signature and stamp

On behalf of

Sveriges Geologiska Undersökning (SGU)

Name / Title: Kaj Lax / Dr

Position: Head of Department Mineral Resources

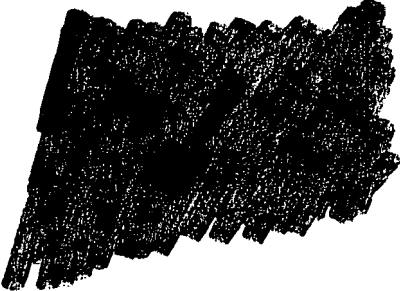
<i>Malmö, 2018-06-14</i>	
Place, date	Signature and stamp

On behalf of

**Nederlandse Organisatie voor Toegepast Natuurwetenschappelijk Onderzoek
TNO (TNO)**

Name / Title: F.M. Braal

Position: Market Director Energy

Utrecht, 7 June 2018		
Place, date		Signature and stamp

On behalf of

Państwowy Instytut Geologiczny- Państwowy Instytut Badawczy (PIG-PIB)

Name / Title:

Position:

<p><i>Netrst.at....Jci ,</i> <i>r.z./oc/OMI</i></p>	
Place, date	Signature and stamp

DYREKTOR
Państwowego Instytutu Geologicznego
Państwowego Instytutu Badawczego
dr Tomasz Nowacki

On behalf of

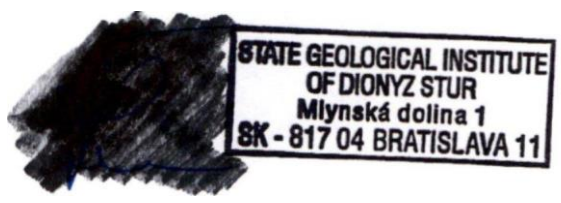
State Geological Institute of Dionyz Stur (SGIOS)

Name / Title:

Ing. BRANISLAV ŽEC, CSc.

Position:

GENERAL DIRECTOR


<p>BRATISLAVA</p> <p>JUNE 5th, 2018</p>	
<p>Place, date</p>	<p>Signature and stamp</p>

On behalf of

State Research and Development Enterprise State Information Geological Fund of Ukraine (GEOINFORM)

Name / Title: Sergii Prymushko

Position: Director

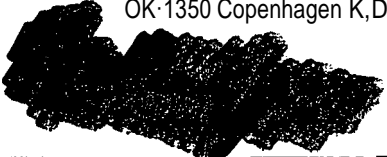
<p>V Yn/</p> <p>29.05.18</p>	
<p>Place, date</p>	<p>Signature and stamp</p>

On behalf of

Geological Survey of Denmark and Greenland (GEUS)

Name / Title: Flemming Larsen

Position: Managing Director

Copenhagen	<p style="text-align: center;">GEUS Geological Survey of Denmark and Greenland Danish Ministry of Energy, Utilities and Climate Øster Voldgade 10 DK-1350 Copenhagen K, Denmark</p> 
Place, date 6/6/18	Signature and stamp

14. Appendix 1: Background included

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

PARTY 1

As to **Geologische Bundesanstalt (GBA)**, it is agreed between the Parties that, to the best of their knowledge ,

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Any background information or raw data concerning the pilot area Vienna, which is not public available or not created by the Geologische Bundesanstalt (GBA) during MUSE.	The background information may not be used by any other Party without prior written approval by Geologische Bundesanstalt (GBA)	The background information may not be published by any other Party without prior written approval by Geologische Bundesanstalt (GBA). Party 1 has to be mentioned as source of the published data.

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

PARTY 2

As to **Natural Environmental Research Council (NERC)**, it is agreed between the Parties that, to the best of their knowledge

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Any background information or raw data	The background information may not be used by any other	The background information may not be published by any

concerning the pilot areas in Cardiff and Glasgow, which is not publicly available or not created by the British Geological Survey (BGS)/NERC during MUSE	Party without prior written approval by British Geological Survey (BGS)	other Party without prior written approval by BGS. Party 2 has to be mentioned as source of the published data
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This represents the status at the time of signature of this Project Agreement.

PARTY 3

As to **Institut Cartogràfic i Geològic de Catalunya (CGC)**, it is agreed between the Parties that, to the best of their knowledge

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
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.	None	None

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

PARTY 4

As to **Hrvatski Geološki Institut (HGI-CGS)**, it is agreed between the Parties that, to the best of their knowledge

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Any background information or raw data concerning the pilot area Zagreb, which is not publically available or not created by Hrvatski geološki institut (HGI-CGS) during MUSE.	The background information may not be used by any other Party without prior written approval by Hrvatski geološki institut (HGI-CGS)	The background information may not be published by any other Party without prior written approval by Hrvatski geološki institut (HGI-CGS). Party 4 has to be mentioned as source of the published data.

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

PARTY 5

As to **Ceska Geologicka Sluzba – Czech Geological Survey (CGS)**, it is agreed between the Parties that, to the best of their knowledge

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Any background information or raw data concerning the pilot area Prague, which is not public available or not created by the Ceska Geologicka Sluzba – Czech Geological Survey (CGS) during MUSE.	The background information may not be used by any other Party without prior written approval by Ceska Geologicka Sluzba – Czech Geological Survey (CGS) during MUSE.	The background information may not be published by any other Party without prior written approval by Ceska Geologicka Sluzba – Czech Geological Survey (CGS). Party 5 has to be mentioned as source of the published data.

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

PARTY 6

As to **Bureau de Recherches Géologiques et Minières (BRGM)**, it is agreed between the Parties that, to the best of their knowledge

Option 2: No data, know-how or information of Bureau de Recherches Géologiques et Minières 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 signature of this Project Agreement.

PARTY 7

As to **Geological Survey of Ireland (GSI)**, it is agreed between the Parties that, to the best of their knowledge

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
All Background directly related to the Project which is owned by GSI and which is public, is included; all other background is excluded	None	None

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

PARTY 8

As to **Royal Belgian Institute of Natural Sciences – Geological Survey of Belgium (RBINS-GSB)**, it is agreed between the Parties that, to the best of their knowledge

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
All Background directly related to the Project which is owned by RBINS-GSB and which is public, is included, and these have no limitations or conditions.		

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

PARTY 9

As to **Geološki zavod Slovenije (GeoZS)**, it is agreed between the Parties that, to the best of their knowledge

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Data, 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 Project Agreement.

PARTY 10

As to **Instituto Geológico y Minero de España (IGME)**, it is agreed between the Parties that, to the best of their knowledge

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Any background information or raw data concerning the pilot area Zaragoza, which is not public available or not created by the Instituto Geológico y Minero de España (IGME) during MUSE.	The background information may not be used by any other Party without prior written approval Instituto Geológico y Minero de España (IGME).	The background information may not be published by any other Party without prior written approval by Instituto Geológico y Minero de España (IGME). Party 10 has to be mentioned as source of the published data.

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

PARTY 11

As to **Sveriges Geologiska Undersökning (SGU)**, it is agreed between the Parties that, to the best of their knowledge

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
All Background directly related to the Project which is owned by SGU and which is public is included, and these have no limitations or conditions;	All other Background is excluded	All other Background is excluded

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

PARTY 12

As to **Nederlandse Organisatie voor Toegepast Natuurwetenschappelijk Onderzoek TNO (TNO)**, it is agreed between the Parties that, to the best of their knowledge

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Background of certain software tools and datasets developed in previous projects and used in this Project may not be entitled to be shared with the partners.	To be determined on a case by case basis.	To be determined on a case by case basis.
All other Background directly related to the Project which is owned by TNO and which is public, is included; all other background is excluded.	None	None

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

PARTY 13

As to **Państwowy Instytut Geologiczny – Państwowy Instytut Badawczy (PIG-PIB)**, it is agreed between the Parties that, to the best of their knowledge

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
All public data and information which is collected and publicly presented by PGI is included in		

the Project. All other background is excluded.		
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This represents the status at the time of signature of this Project Agreement.

PARTY 14

As to **State Geological Institute of Dionyz Stur (SGIDS)**, it is agreed between the Parties that, to the best of their knowledge

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
All Background linked with the data directly related to the Project which is owned by the SGIDS and which is public.	This will be available during the implementation of the Project. All other background is excluded.	The exploitation of these data related to the Project will be allowed during the implementation of the Project.

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

PARTY 15

As to **State Research and Development Enterprise State Information Geological Fund of Ukraine (GEOINFORM)**, it is agreed between the Parties that, to the best of their knowledge

Option 2: No data, know-how or information of State Research and Development Enterprise State Information Geological Fund of Ukraine 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 signature of this Project Agreement.

PARTY 16

As to **Geological Survey of Denmark and Greenland (GEUS)**, it is agreed between the Parties that, to the best of their knowledge

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation (Article 25.2 Grant Agreement)	Specific limitations and/or conditions for Exploitation (Article 25.3 Grant Agreement)
Any background information or raw data concerning the pilot area Aarhus as well as national geological investigations, which are not public available or not created by GEUS during MUSE.	The background information may not be used by any other Party without prior written approval by either GEUS or The Municipality of Aarhus	The background information may not be published by any other Party without prior written approval by either GEUS or The Municipality of Aarhus. Party 16 or The Muincipalityof Aarhus has to be mentioned as source of the published data.

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

Appendix 2: Accession document

ACCESSION

of a new Party to

[Acronym of the 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 obligations 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 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)

Appendix 3: Project plan including budgets

The initial project plan refers to the submitted application form of the Project (for more information also see the application form added as annex to this Project Agreement). Later updated plans approved by the Project Assembly are not subject to this Project Agreement and will be summarized in deliverable D.1.1 (Initial and updated Project Implementation Plans).

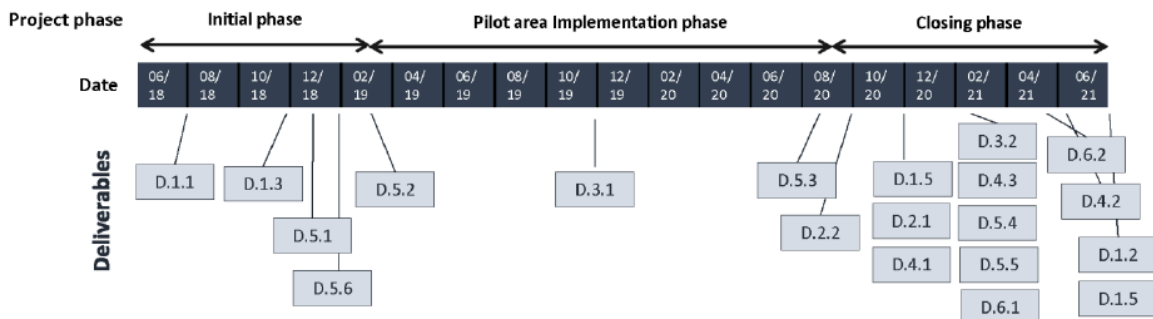
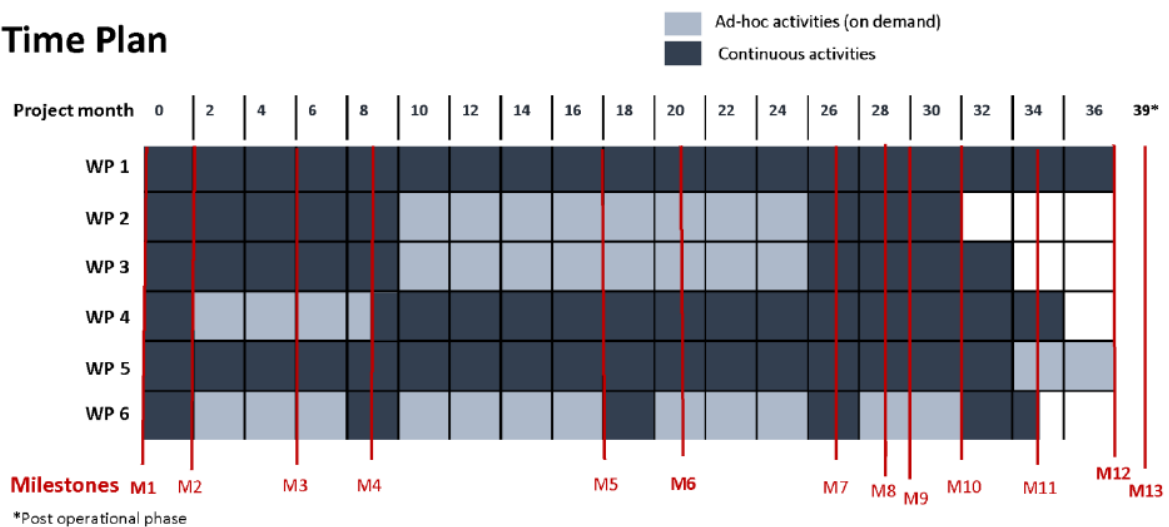
Work plan of the project

Pos.	Title	Start	End
WP1	Project management, internal communication and general dissemination	07/2018	06/2021
Task 1.1	Internal coordination and communication		
Task 1.2	Project control and reporting to the programme management		
Task 1.3	External quality control		
Task 1.4	General dissemination		
WP2	Technical aspects of shallow geothermal energy use in urban areas	07/2018	12/2020
Task 2.1	On-site exploration and monitoring techniques		
Task 2.2	Assessment and mapping of resources		
Task 2.3	Assessment of possible conflicts of use, risks and environmental impact associated with SGE use		
Task 2.4	Identification and characterisation of proven and prospective technical solutions for SGE based heating and cooling supply including seasonal heat storage		
Task 2.5	Proof of concepts and elaboration of guidelines and catalogues		
WP3	Management strategies and action plans for a sustainable and efficient use of shallow geothermal energy	07/2018	02/2021
Task 3.1	Current legal status, procedures and policies dealing with SGE use		
Task 3.2	Joint criteria for managing efficient and low impact SGE use in urban areas		
Task 3.3	Integrating SGE into European urban heating and cooling strategies and action plans		
Task 3.4	Proof of concept and finalisation of guidelines for the integration of SGE		
WP4	Testing and implementation of developed methods and workflows in urban pilot areas across Europe	07/2018	04/2021
Task 4.1	Coordination of work and establishing interfaces to the other work packages		
Task 4.2	Activities in the 14 pilot areas		
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Task 4.14			
WP5	Information systems, targeted communication and stakeholder interaction	07/2018	06/2021
Task 5.1	Screening of requirements on a web information system		
Task 5.2	Design and testing of web-tools related to SGE		
Task 5.3	Data and knowledge implementation at the information platform		
Task 5.4	Targeted communication to local stakeholders in the pilot areas		
WP6	Cross-cutting issues and capitalising on knowledge inside GeoERA	07/2018	03/2021
Task 6.1	Identification of relevant cross-cutting research topics and projects for capitalising synergies within the GeoERA programme		
Task 6.2	Knowledge exchange and cross-project capitalisation activities		

Time plan of the project

Time Plan



Project budget

Participant	(A) Direct personnel costs (EUR)	(B) Other direct costs; travel, equipment, infrastructure, other (EUR)	(C) Direct costs of subcontracting (EUR)	(D) Indirect costs (= (A + B) *0,25) (EUR)	(E) Total estimated eligible costs (=A+B+C+D) (EUR)	(F) Reimbursement Rate (29,7%) ¹	(G) Requested EU contribution (=E*F)	(H) Surveys in-kind contribution = (E – G)
P1/ GBA	122,410	7,000	0	32,353	161,763		48,042	113,721
P2/ NERC	87,787	10,164	0	24,488	122,439		36,363	86,076
P3/ ICGC	96,923	13,850	0	27,693	138,466		41,123	97,343
P4/ HGI-CGS	48,000	4,800	0	13,200	66,000		19,601	46,399
P5/ CGS	6,814	2,000	0	2,204	11,018		3,271	7,747
P6/ BRGM	23,924	1,200	0	6,281	31,405		9,326	22,079
P7/ GSI	27,900	3,700	0	7,900	39,500		11,731	27,769
P8/ RBINS-GSB	112,866	10,000	0	30,717	153,583		45,613	107,970
P9/ GeoZS	21,030	3,000	0	6,008	30,038		8,920	21,118
P10/ IGME	98,000	14,000	0	28,000	140,000		41,579	98,421
P11/ SGU	67,050	5,000	0	18,013	90,063		26,748	63,315
P12/ TNO	32,329	6,000	0	9,582	47,911		14,229	33,682
P13/ PIG-PIB	50,000	8,500	0	14,625	73,125		21,717	51,408
P14/ SGIDS	20,000	3,000	0	5,750	28,750		8,538	20,212
P15/ GEOINFORM	9,879	1,480	0	2,840	14,199		4,216	9,983
P16/ GEUS	122,000	10,000	0	33,000	165,000		49,005	115,995
SUM	946,912	103,694	0	262,654	1,313,260		390,022	923,238