

# Consortium Agreement



OASIS

Version 3.0 – 20 April 2026

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

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## **CONSORTIUM AGREEMENT**

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on the 1<sup>st</sup> of May 2026, hereinafter referred to as the Effective Date

### **BETWEEN:**

**SUOMEN YMPARISTOKESKUS** (Syke), established in LATOKARTANONKAARI 11, HELSINKI 00790, Finland, the Coordinator

**BROCKMANN CONSULT GMBH** (BC), established in CHRYSANDERSTRASSE 1, HAMBURG 21029, Germany,

**VLAAMSE INSTELLING VOOR TECHNOLOGISCH ONDERZOEK N.V.** (VITO), established in BOERETANG 200, MOL 2400, Belgium,

**STICHTING DELTARES** (Deltares), established in BOUSSINESQWEG 1, DELFT 2629 HV, Netherlands,

**WATER INSIGHT BV** (WI), established in FAHRENHEITSTRAAT 42, EDE 6716 BR, Netherlands,

**BROCKMANN GEOMATICS SWEDEN AB** (BG), established in TORSHAMNSGATAN 27, KISTA 164 40, Sweden,

**SCITATION - SCIENCE COMMUNICATION, UNIPessoal LDA** (ScC), established in ALAMEDA QUINTA DE SANTO ANTONIO 13 2 E, LISBOA 1600 675, Portugal,

**UNIVERSITAET LEIPZIG** (ULEI), established in RITTERSTRASSE 26, LEIPZIG 04109, Germany,

**CONSIGLIO NAZIONALE DELLE RICERCHE** (CNR), established in PIAZZALE ALDO MORO 7, ROMA 00185, Italy,

**TARTU ULIKOOL** (UTARTU), established in ULIKOOLI 18, TARTU 50090, Estonia,

**UNIVERSIDAD NACIONAL DE CORDOBA** (UNC), established in Haya de la Torre s/n Ciudad Universitaria, CORDOBA 5000, Argentina,

**DOKUZ EYLUL UNIVERSITESI** (DEU), established in CUMHURİYET BULVARI 144, ALSANCAK IZMIR 35210, Türkiye,

**ILMATIETEEN LAITOS** (FMI), established in Erik Palmenin aukio 1, HELSINKI 00560, Finland,

**Bundesanstalt fuer Gewaesserkunde** (BfG), established in AM MAINZER TOR 1, KOBLENZ 56068, Germany,

**VLAAMSE MILIEUMAATSCHAPPIJ** (VMM), established in DOKTER DE MOORSTRAAT 24-26, AALST 9300, Belgium,

**FORSCHUNGSVERBUND BERLIN EV, Leibniz-Institut für Gewässerökologie und Binnenfischerei** (FVB-IGB), established in RUDOWER CHAUSSEE 17, BERLIN 12489, Germany

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

relating to the Action entitled

## **Observation and AI-powered System for Intelligent water Solutions**

in short **OASIS**

hereinafter referred to as "Project"

### **WHEREAS:**

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

## **1 Definitions**

### **1.1 Definitions**

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

### **1.2 Additional Definitions**

#### **"Consortium Body"**

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

#### **"Consortium Plan"**

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

#### **"Defaulting Party"**

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

#### **"Granting Authority"**

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

### **“Needed”**

Needed means:

*For the implementation of the Project:*

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

*For Exploitation of own Results:*

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

### **“Software”**

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

### **“Work Package Leader”**

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

## **2 Purpose**

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

## **3 Entry into force, duration and termination**

### **3.1 Entry into force**

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

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

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

## **3.2 Duration and termination**

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

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

If

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

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

## **3.3 Survival of rights and obligations**

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

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

# **4 Responsibilities of Parties**

## **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 the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

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

Each Party shall promptly provide all information reasonably required by a Consortium Body to carry out its tasks and shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

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

## 4.2 Breach

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

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

## 4.3 Involvement of third parties

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

## 4.4 Specific responsibilities regarding data protection

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

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

## 5 Liability towards each other

### 5.1 No warranties

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

Therefore,

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

## **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, except in case of 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 Annex 2 of the Grant Agreement.

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

## **5.3 Claims**

No Party shall assert any claim for damages caused in connection with the performance or non-performance of an obligation under this Consortium Agreement against representatives, staff or other auxiliary persons of another Party. This shall however not exclude claims against auxiliary persons to the extent that the damage was caused by their wilful act or to the extent that such exclusion is not permitted by law.

## **5.4 Damage caused to third parties**

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

## **5.5 Force Majeure**

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

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

## **5.6 Export control**

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement due to a restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorisation properly and in time.

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

## 6 Governance structure

### 6.1 General structure

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

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

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

### 6.2 Members of the General Assembly

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

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

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

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

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

### 6.3 Operational procedures for the General Assembly:

#### 6.3.1 Representation in meetings

Any Member:

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

#### 6.3.2 Preparation and organisation of meetings

##### 6.3.2.1 *Convening meetings*

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

##### 6.3.2.2 *Notice of a meeting*

The chairperson shall give written notice of a meeting to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

#### 6.3.2.3 *Sending the agenda*

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

#### 6.3.2.4 *Adding agenda items*

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

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

#### 6.3.2.5

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

#### 6.3.2.6

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

#### 6.3.2.7

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

### 6.3.3 Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the General Assembly a suggested decision with a deadline for responses of at least 14 calendar days after receipt by a Party and
- b) the decision is agreed by 51 % of all Parties.

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

A veto according to Section 6.3.5 may be submitted up to 15 calendar days after receipt of this information.

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

### 6.3.4 Voting rules and quorum

#### 6.3.4.1

The General Assembly shall not deliberate and decide validly in meetings unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the General Assembly shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson

shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members is present or represented.

#### 6.3.4.2

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

#### 6.3.4.3

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

#### 6.3.4.4

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

### 6.3.5 Veto rights

#### 6.3.5.1

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

#### 6.3.5.2

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

#### 6.3.5.3

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

#### 6.3.5.4

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

#### 6.3.5.5

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

#### 6.3.5.6

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

#### 6.3.5.7

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

### 6.3.6 Minutes of meetings

#### 6.3.6.1

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

#### 6.3.6.2

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

#### 6.3.6.3

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

### 6.3.7 Decisions of the General Assembly

The General Assembly, shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the General Assembly:

#### Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Granting Authority
- Changes to the Consortium Plan
- Modifications or withdrawal of Background in Attachment 1 (Background Included)
- Additions to Attachment 3 (List of Third Parties for simplified transfer according to Section 8.3.2)
- Additions to Attachment 4 (Identified entities under the same control)

#### Evolution of the consortium

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal
- Proposal to the Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

#### Breach, defaulting party status and litigation

- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto

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

## Appointments

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

- External Expert Advisory Board Members

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

## 6.4 Coordinator

### 6.4.1

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

### 6.4.2

In particular, the Coordinator shall be responsible for:

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

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

### 6.4.3

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

#### 6.4.4

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

#### 6.4.5

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

### 6.5 Work Package Leaders

The Parties assigned as Work Package Leaders shall, according to the Consortium Plan, be responsible for :

- progress of their WPs
- providing a detailed work plan of their WP in the beginning of the project, updating the work plan and providing a progress report to the coordinator at least every six months
- anticipating and monitoring the risks within their WPs
- communication and arranging regular meetings within their WPs
- ensuring the interlinkages and information flow between WPs
- monitoring any ethical issues in their WPs
- capturing any potential intellectual property within their WPs that should be protected

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

### 6.6 External Expert Advisory Board (EEAB)

An External Expert Advisory Board (EEAB) will be appointed and steered by the General Assembly. The EEAB shall assist and facilitate the decisions made by the General Assembly..The EEAB will provide advice and consultation on key questions ensuring relevance and accuracy of the Project results.

Should a Party so request, and give a valid reason for such request, the Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each EEAB member.

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

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

## 7 Financial provisions

### 7.1 General Principles

#### 7.1.1 Distribution of Financial Contribution

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

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

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

#### 7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs (and those of its Affiliated Entities, if any) with respect to the Project towards the Granting Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Granting Authority.

#### 7.1.3 Funding Principles

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

A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share. However, a Party may receive an additional share of the budget, if at the end of the Project, the total claimed eligible costs allow for a reallocation of a part of the grant. This budget shift and its distribution shall be decided by the General Assembly as a change of the Consortium Plan.

#### 7.1.4 Excess payments

A Party has received excess payment

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

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

Amounts which are not refunded by a breaching Party and which are not due to the Granting Authority, shall be apportioned by the Coordinator to the remaining Parties pro rata according to their share of total costs of the Project as identified in the Consortium Budget until recovery from the breaching Party is

possible. The General Assembly decides on any legal actions to be taken against the breaching Party according to Section 6.3.7.

#### 7.1.5 Revenue

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

#### 7.1.6 Financial Consequences of the termination of the participation of a Party

A Party leaving the consortium shall refund to the Coordinator any payments it has received except the amount of contribution accepted by the Granting Authority.

In addition, a Defaulting Party shall, within the limits specified in Section 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform the leaving Party's task and necessary additional efforts to fulfil them as a consequence of the Party leaving the consortium. The General Assembly should agree on a procedure regarding additional costs which are not covered by the Defaulting Party or the Mutual Insurance Mechanism.

## 7.2 Payments

### 7.2.1 Payments to Parties are the exclusive task of the Coordinator

In particular, the Coordinator shall:

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

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

### 7.2.2 Payment mode

The transfer of the initial prefinancing, the additional prefinancings (if any) and interim payments to Parties will be handled in accordance with Article 22.1. and Article 7 of the Grant Agreement following this payment schedule:

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

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

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

## **8 Results**

### **8.1 Ownership of Results**

Results are owned by the Party that generates them.

### **8.2 Joint ownership**

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

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) fair and reasonable compensation.

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

### **8.3 Transfer of Results**

#### **8.3.1**

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

#### **8.3.2**

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

#### **8.3.3**

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties under the Consortium Agreement and the Grant

Agreement will not be affected by such transfer. Any addition to Attachment (3) after signature of this Consortium Agreement requires a decision of the General Assembly.

#### 8.3.4

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

#### 8.3.5

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

#### 8.4.2 Dissemination of own (including jointly owned) Results

##### 8.4.2.1

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the procedure of Article 17.4 of the Grant Agreement and its Annex 5, Section Dissemination, subject to the following provisions.

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

##### 8.4.2.2

An objection is justified if

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

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

##### 8.4.2.3

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by

protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

#### 8.4.2.4

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

#### 8.4.3 Dissemination of another Party's unpublished Results or Background

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

#### 8.4.4 Cooperation obligations

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

#### 8.4.5 Use of names, logos or trademarks

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

## 9 Access Rights

### 9.1 Background included

#### 9.1.1

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

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

#### 9.1.2

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

### 9.2 General Principles

#### 9.2.1

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

#### 9.2.2

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

#### 9.2.3

Access Rights shall be free of any administrative transfer costs.

#### 9.2.4

Access Rights are granted on a non-exclusive basis.

#### 9.2.5

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

#### 9.2.6

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

#### 9.2.7

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

### **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, unless otherwise agreed for Background in Attachment 1.

### **9.4 Access Rights for Exploitation**

#### 9.4.1 Access Rights to Results

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

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

#### 9.4.2

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

#### 9.4.3

A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project. Unless otherwise agreed, there is no obligation to maintain intellectual property rights during these twelve months, if this does not constitute a breach of the provisions of the Grant Agreement.

## **9.5 Access Rights for entities under the same control**

Entities under the same control have Access Rights under the conditions of the Grant Agreement Article 16.4 and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for entities under the same control", if they are identified in Attachment 4 (Identified entities under the same control) to this Consortium Agreement.

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control listed in Attachment 4. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

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

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

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

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

## **9.6 Additional Access Rights**

The Parties agree to negotiate in good faith any additional Access Rights to Results as might be asked for by any Party, upon adequate financial conditions to be agreed.

## **9.7 Access Rights for Parties entering or leaving the consortium**

### **9.7.1 New Parties entering the consortium**

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

### **9.7.2 Parties leaving the consortium**

#### **9.7.2.1 Access Rights granted to a leaving Party**

##### **9.7.2.1.1 Defaulting Party**

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

#### *9.7.2.1.2 Non-defaulting Party*

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

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

#### *9.7.2.2 Access Rights to be granted by any leaving Party*

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

## **10 Non-disclosure of information**

### **10.1**

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

### **10.2**

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

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

### **10.3**

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

## 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 Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

## 10.7

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

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

# 11 Miscellaneous

## 11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)

- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified entities under the same control)
- Attachment 5 (NDA for External Expert Advisory Board agreed under Section 6)

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail. A separate agreement regarding the AI-powered integrated solutions shall be entered into between the Parties. This agreement may be deviated from by separate agreement regarding the AI-powered integrated solutions, if so agreed therein.

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

## **11.2 No representation, partnership or agency**

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

## **11.3 Formal and written notices**

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

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

Formal notices:

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

Written notice:

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

## **11.4 Assignment and amendments**

Except as set out in Section 8.3, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

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

## **11.5 Mandatory national law**

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

## **11.6 Language**

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

## **11.7 Applicable law**

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

## **11.8 Settlement of disputes**

The Parties undertake to seek, in good faith, an amicable solution to any dispute that may arise from this Consortium Agreement. This direct consultation procedure shall be the priority and must be formally initiated between the Parties before commencing any legal action.

### Resolution through Litigation

If it is not possible to reach a solution through the aforementioned amicable procedure, the disputes shall be definitively resolved by the courts of Brussels.

## **12 Sanctions**

The European Union (EU) and the United Nations (UN) have imposed and may in the future impose sanctions or restrictions in their legislation or by decisions of their bodies. By signing the Consortium Agreement, each Party assures that no such sanctions have been imposed on such Party, its management, board, or supervisory body members, or persons exercising control, representation, decision-making, or supervisory authority, its direct or indirect owners holding more than 50 percent of the entity's ownership rights or the majority of its shares, subcontractors participating in the delivery of products or services under this agreement, the management, board, or supervisory body members of such subcontractors, or persons exercising control, representation, decision-making, or supervisory authority in such subcontractors, or the direct or indirect owners of such subcontractors holding more than 50 percent of the entity's ownership rights or the majority of its shares.

Each Party must immediately notify the other Parties if any of the above situations apply to it or its subcontractor during the duration of the Consortium Agreement. Such Party is not required to perform any actions prohibited by sanctions or that would risk it becoming subject to sanctions. A Party has the right to terminate this Consortium Agreement immediately if such Party or its subcontractor becomes subject to the above-mentioned sanctions, even if the reason arises after the commencement of the contractual relationship. If a Party breaches these assurances, the other parties have the right to claim compensation for direct damages caused by the breach. The maximum liability for damages is the amount specified above unless the damage is caused intentionally or by gross negligence.

## 13 Signatures

### **AS WITNESS:**

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

SUOMEN YMPARISTOKESKUS (Syke)

Signatures

Names

Dr. Leif Schulmann

Dr. Jenni Attila

Titles

Director General

Group Manager, Leading Researcher

Date

BROCKMANN CONSULT GMBH (BC)

Signature

Name Carsten Brockmann

Title Managing Director

Date

VLAAMSE INSTELLING VOOR TECHNOLOGISCH ONDERZOEK N.V. (VITO)

Signature

Name Inge Neven

Title CEO

Date

STICHTING DELTARES (Deltares)

Signature

Name Dr. Dirk-Jan Walstra

Title Director

Date

WATER INSIGHT BV (WI)

Signature

Name Dr. Marnix Laanen

Title Director

Date

BROCKMANN GEOMATICS SWEDEN AB (BG)

Signature:

Name: Dr. Petra Philipson

Title: Managing Director

Date:

SCITATION - SCIENCE COMMUNICATION, UNIPessoal LDA (ScC)

Signature

Name                      Marta Leal

Title                        CEO

Date

UNIVERSITAET LEIPZIG (ULEI)

Signatures

Name Dr. Jörg Wadzack  
Title Head of Administration and Finance  
Date

Noted and agreed:

Signature

Name Dr. Guido Kraemer  
Function Principle Investigator

CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)

Signature

Name Dr. Francesco Soldovieri

Title Acting Director

Date

TARTU ULIKOOL (UTARTU)

Signature

Name

Siret Rutiku

Title

Head of Grant Office

Date

UNIVERSIDAD NACIONAL DE CORDOBA (UNC)

Signature

Name Jhon Darío Boretto

Title Rector

Date

DOKUZ EYLUL UNIVERSITESI (DEU)

Signature

Name Prof. Dr. Hamdi Şükür KILIÇ

Title Vice Rector

Date

ILMATIETEEN LAITOS (FMI)

Signature

Name                      Petteri Taalas

Title                        Director General

Date

Bundesanstalt fuer Gewaesserkunde (BfG)

Signature

Name Dirk Schwardmann

Title President of Federal Institute of Hydrology

Date

VLAAMSE MILIEUMAATSCHAPPIJ (VMM)

Signature

Name Bernard De Potter

Title Administrator General

Date

FORSCHUNGSVERBUND BERLIN EV, Leibniz-Institut für Gewässerökologie und Binnenfischerei (FVB-IGB)

Signatures

Names	Prof. Sonja Jähnig	Martin Böhnke
Titles	Director IGB	Managing Director FVB
Date		

## Attachment 1: Background included

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

### PARTY 1 SUOMEN YMPARISTOKESKUS (Syke)

As to SUOMEN YMPARISTOKESKUS (Syke), it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
<p>Tarkka service (Syke’s open EO service (tarkka.syke.fi)), Status database and Sykes</p>	<p>Tarkka service (both the web application and the backend infrastructure) and Status database are owned and maintained by Syke, and the code base is proprietary to Syke. No part of the object and source code will be released as open source or shared with the partners within this project.</p> <p>Syke may grant a partner limited access to the Tarkka and Status APIs if the partner agrees to the specific terms and conditions set by Syke.</p> <p>Sykes satellite processing system SAMPI (Syke Earth Observation Analysis and Processing system on Cloud installed in the AWS) No part of the code will be released as open source or shared with the partners within this project.</p>	<p>Tarkka service (both the web application and the backend infrastructure) is owned and maintained by Syke, and the code base is proprietary to Syke. No part of the code will be released as open source or shared with the partners within this project.</p> <p>Syke may grant a partner limited access to the Tarkka and Status APIs if the partner agrees to the specific terms and conditions set by Syke.</p> <p>Sykes satellite processing system SAMPI (Syke Earth Observation Analysis and Processing system on Cloud installed in the AWS) No part of the code will be released as open source or shared with the partners within this project.</p>

<p>FICOS model</p>	<p>FICOS is a model running in Sykes ICT environment. While the source code of FICOS is openly available (<a href="https://github.com/sykefi/ficos">https://github.com/sykefi/ficos</a>) the input and setup data is proprietary to Syke and not published as open data. Partners may have access to this data during the project for fulfilling their tasks but may not publish it without written authorization by Syke.</p>	<p>FICOS is a model running in Sykes ICT environment. While the source code of FICOS is openly available (<a href="https://github.com/sykefi/ficos">https://github.com/sykefi/ficos</a>) the input and setup data is proprietary to Syke and not published as open data. Partners may have access to this data during the project for fulfilling their tasks but may not publish it without written authorization by Syke.</p>
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This represents the status at the time of signature of this Consortium Agreement.

**PARTY 2 BROCKMANN CONSULT GMBH (BC)**

As to BROCKMANN CONSULT GMBH (BC), 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:

<p><b>Describe Background</b></p>	<p><b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b></p>	<p><b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b></p>
<p>Gaiaflow (<a href="https://github.com/bcdev/gaiaflow">https://github.com/bcdev/gaiaflow</a>)</p>	<p>Gaiaflow is owned by Brockmann Consult and is licensed under the MIT License. For the purposes of implementing the Action, no specific restrictions or additional conditions are envisaged with regard to access rights to such background, other than compliance with the applicable terms of the MIT License and any relevant third-party notices. Accordingly, no material limitations are expected to affect</p>	<p>No specific restrictions or additional conditions are envisaged for exploitation, other than compliance with the terms of the MIT License and any applicable third-party notice obligations.</p>

	its use for the implementation of the Action.	
xcube including xcube-viewer and all of its datastores ( <a href="https://github.com/xcube-dev">https://github.com/xcube-dev</a> )	The Python package xcube is owned by Brockmann Consult and is licensed under the MIT License. For the purposes of implementing the Action, no specific restrictions or additional conditions are envisaged with regard to access rights to such background, other than compliance with the applicable terms of the MIT License and any relevant third-party notices. Accordingly, no material limitations are expected to affect its use for the implementation of the Action.	No specific restrictions or additional conditions are envisaged for exploitation, other than compliance with the terms of the MIT License and any applicable third-party notice obligations.
CyanoAlert ® Processing chains	CyanoAlert ® processing chains are backbone BC's and BG's commercial water related services. The individual processing steps within the CyanoAlert processing chains are mainly based on open source software which are therefore not restricted. However, the chains themselves, their configuration and orchestration are closed and BC's properties.	The products generated with the CyanoAlert system within this project will be available for project partners for exploitation, but not for further distribution without the permission of BC.
Calvalus system	The processing system is based on open-source source code; however, the operational instance is proprietary and not publicly accessible. Access by other partners is not envisaged. No access rights to the operational instance are granted beyond its use by the owning party for generating the results required for implementation of the Action.	The operational instance of the processing system is proprietary and not publicly accessible. It is not intended to be made available to other partners or to the public for the purposes of this project. Accordingly, no access rights are envisaged for exploitation beyond those expressly agreed by the owning party.

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

**PARTY 3 VLAAMSE INSTELLING VOOR TECHNOLOGISCH ONDERZOEK N.V. (VITO)**

As to VLAAMSE INSTELLING VOOR TECHNOLOGISCH ONDERZOEK N.V. (VITO), 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:

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>
MAPEO Water - aerial drone processing service for water bodies ( <a href="#">Drone Water Quality Monitoring with MAPEO Water</a> )	MAPEO Water is owned and maintained by VITO, and the code base is proprietary of VITO.  OASIS partners will get access to drone data produced with MAPEO Water for the purpose of the implementation of OASIS.	MAPEO Water is owned and maintained by VITO, and the code base is proprietary of VITO.

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

**PARTY 4 STICHTING DELTARES (Deltares)**

As to STICHTING DELTARES (Deltares), 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:

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>

AlgaeRadar	AlgaeRadar is a model developed by Deltares. The model is owned and maintained by Deltares and the code base is proprietary of Deltares. A pre-license agreement will be provided to all OASIS partners who intend to use the model for their case study site.	AlgaeRadar is a model developed by Deltares. The model is owned and maintained by Deltares and the code base is proprietary of Deltares.
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This represents the status at the time of signature of this Consortium Agreement.

**PARTY 5 WATER INSIGHT BV (WI)**

As to WATER INSIGHT BV (WI), 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:

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>
WISPstation and WISP Orca optical instruments plus external related software	The WISPstation and WISP Orca optical instruments (including the hardware, design, measurement principle and embedded software) plus external related software (the WISPcloud database for in situ optical radiometric data + integrated processing) are owned, maintained and proprietary to WI. WI will not share any of the related IP with project Partners or externals, only make instruments available for monitoring within the Project.	The WISPstation and WISP Orca optical instruments (including the hardware, design, measurement principle and embedded software) plus external related software (the WISPcloud database for in situ optical radiometric data + integrated processing) are owned, maintained and proprietary to WI. WI will not share any of the related IP with project Partners or externals,
WISPstation and WISP Orca measurements (data)	Both WISPstation and WISP Orca instruments will be used within OASIS, and access to the obtained measurements will be	WISPstation and WISP Orca measurements shared with partners for implementation of the Project cannot be used for

	given to partners that Need these for implementation of the project. Access to specific historic measurements from WI's instrument can also be shared with specific Partners if these historic measurements are Needed for implementation of the Project and the co-owners of these measurements agree.	Exploitation without further specific agreements with WI.
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This represents the status at the time of signature of this Consortium Agreement.

#### **PARTY 6 BROCKMANN GEOMATICS SWEDEN AB (BG)**

As to BROCKMANN GEOMATICS SWEDEN AB (BG), 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:

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the Action")</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section "Access rights to results and background", sub-section "Access rights for exploiting the results")</b>
Water Services: Processing chains, service solutions and tools.	Partners will get access to data produced for the purpose of the project.	Access and exploitation are restricted to personnel of the consortium members and for the purpose of the project.
CyanoAlert®: EO based algal bloom alert service.	Partners will get access to data produced for the purpose of the project.	Access and exploitation are restricted to personnel of the consortium members and for the purpose of the project.

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

#### **PARTY 7 SCITATION - SCIENCE COMMUNICATION, UNIPessoal LDA (ScC)**

As to SCITATION - SCIENCE COMMUNICATION, UNIPessoal LDA (ScC), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of SCITATION - SCIENCE COMMUNICATION, UNIPessoal LDA is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights to background and results for implementing the action") or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section "Access rights to results and background", sub-section "Access rights for exploiting the results").

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

**PARTY 8 UNIVERSITAET LEIPZIG (ULEI)**

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

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

**PARTY 9 CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)**

As to CONSIGLIO NAZIONALE DELLE RICERCHE (CNR), 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:

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>
<p>Scientific and technical information, data and knowhow, infrastructure and assets belonging to the CNR research groups directly participating in the Project necessary for achieving the goals of the Project workplan.</p>	<p>CNR excludes its obligations to grant access rights to any background of any research group, laboratory or institute of CNR not directly involved in the Project.</p> <p>CNR also hereby excludes specifically from its obligation to background to all data, databases, software source code, materials, not generated through the direct participation in the Project or which CNR is unable to grant Access right.</p> <p>All background resulting from work in cooperation with or co-funded by third parties, be it in the framework of national or</p>	<p>CNR excludes its obligations to grant access rights to any background of any research group, laboratory or institute of CNR not directly involved in the Project.</p> <p>CNR also hereby excludes specifically from its obligation to background to all data, databases, software source code, materials, not generated through the direct participation in the Project or which CNR is unable to grant Access right.</p> <p>All background resulting from work in cooperation with or co-funded by third parties, be it in the framework of national or</p>

	<p>international projects whose dissemination is subject to authorization by those parties, is restricted or excluded.</p> <p>Access to Rights to CNR background is granted on a royalty-free basis only for the OASIS project activities that are defined in the workplan. No Access Rights to source code nor object code is granted.</p>	<p>international projects whose dissemination is subject to authorization by those parties, is restricted or excluded.</p> <p>Access to Rights to CNR background needed for exploitation is granted on fair and reasonable conditions.</p> <p>These conditions will be negotiated in good faith by the concerned parties during the duration of the project.</p>
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This represents the status at the time of signature of this Consortium Agreement.

#### **PARTY 10 TARTU ULIKOOL (UTARTU)**

As to TARTU ULIKOOL (UTARTU), 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:

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>
<p>Historic and new acquisitions for field work data.</p>	<p>Historic and new data will be collected during the field work, which will be used within OASIS, and access to the obtained measurements will be given to partners that need these for implementation of the project and the co-owners of these measurements agree.</p>	<p>Background data shared with partners for implementation of the Project cannot be used for Exploitation without further specific agreements with UTARTU.</p>

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

#### **PARTY 11 UNIVERSIDAD NACIONAL DE CORDOBA (UNC)**

As to UNIVERSIDAD NACIONAL DE CORDOBA (UNC), 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:

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>
<p>WEB-GIS platform: Water Bodies Monitoring System of the Province of Córdoba (<a href="https://mapc.gulich.unc.edu.ar/">https://mapc.gulich.unc.edu.ar/</a>)</p>	<p>Water Bodies Monitoring System of the Province of Córdoba (<a href="https://mapc.gulich.unc.edu.ar/">https://mapc.gulich.unc.edu.ar/</a>) shows quality water maps of from Argentine reservoirs by implementing models developed by UNC (National University of Córdoba). The WEB-GIS and the models are owned and maintained by Instituto Gulich (UNC) and the codes are proprietary of UNC. A pre-license agreement will be provided to all OASIS partners who intend to use the model for their case study site.</p>	<p>Water Bodies Monitoring System of the Province of Córdoba is a WEB-S platform developed by UNC. The models implemented there are owned and maintained by UNC and the codes are proprietary of UNC</p>
<p>Field water quality data</p>	<p>Historic and new data will be collected during the field work, which will be used within OASIS, and access to the obtained measurements will be given to partners that need these for implementation of the project and the co-owners of these measurements agree.</p>	<p>Background data shared with partners for implementation of the Project cannot be used for Exploitation without further specific agreements with UNC.</p>

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

**PARTY 12 DOKUZ EYLUL UNIVERSITESI (DEU)**

As to DOKUZ EYLUL UNIVERSITESI (DEU), 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:

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>
Development of hydrodynamic and water quality models for case areas, including Lake Burdur (case area no. 10)	No restrictions, if used within the consortium and related to the project.	The use of any of the models after the project ending and exploitation of the results during and after the project is possible with the knowledge and acknowledgement of the owner of the product and its results, which is DEU.

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

### **PARTY 13 ILMATIETEEN LAITOS (FMI)**

As to ILMATIETEEN LAITOS (FMI), 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:

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>
Background material required from FMI, including software such as the ERGOM model or observation data, are open source or open data. These are available to other project partners under normal licensing conditions of the respective codes or datasets.	Open source or open data licensing	Open source or open data licensing

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

**PARTY 14 Bundesanstalt fuer Gewaesserkunde (BfG)**

As to Bundesanstalt fuer Gewaesserkunde (BfG, 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:

<b>Describe Background</b>	<b>Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)</b>	<b>Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)</b>
<p>Scientific and technical information, data, know-how, models, methods, software (excluding source code unless explicitly agreed), workflows, and infrastructure owned or controlled by BfG and explicitly made available to the Project, to the extent necessary for carrying out BfG’s tasks as defined in the work plan.</p>	<p>BfG shall grant access rights to its Background on a royalty-free basis solely for the purpose of implementing the Project and limited to the tasks assigned to BfG in the work plan.</p> <p>Access rights are limited to the Background explicitly made available by BfG for the Project.</p> <p>BfG excludes any obligation to grant access rights to Background held by organisational units of BfG not directly involved in the Project.</p> <p>Background resulting from cooperation with or co-funding by third parties is excluded where its use or dissemination is subject to third-party approval.</p> <p>BfG excludes any obligation to grant access rights to:</p> <ul style="list-style-type: none"> <li>- data, databases, software (including source code), models or materials not generated (including QSim and satellite processing workflow on CODE-DE)</li> </ul>	<p>Access rights to Background needed for exploitation of Results shall be granted on fair and reasonable conditions.</p> <p>Such access rights shall be limited to the Background explicitly identified as necessary for the exploitation of Results.</p> <p>The granting of such access rights remains subject to:</p> <ul style="list-style-type: none"> <li>- availability of the respective Background,</li> <li>- absence of conflicting obligations towards third parties,</li> </ul> <p>and agreement between the parties in good faith.</p>

	<p>or not used within the scope of BfG's direct participation in the Project;</p> <ul style="list-style-type: none"> <li>- Background for which BfG does not have the legal right to grant access (e.g. third-party rights, in-situ-data of federal states and or organisations, etc.).</li> </ul>	
<p>QSim model (including all underlying algorithms, model structure, source code, parameterisations, calibration data, input data, and associated workflows) owned or controlled by BfG. Only selected model outputs (simulation results) generated within the project may be made available, to the extent explicitly agreed by BfG.</p>	<p>No access rights are granted to the QSim model itself, including its source code, structure, algorithms, parameterisations, input data, or workflows.</p> <p>Access rights, if any, are limited to specific simulation results (model outputs) explicitly generated and shared by BfG for the sole purpose of implementing the project tasks.</p> <p>The use of such model outputs is strictly limited to the purposes defined in the work plan.</p> <p>The use of QSim-derived outputs for training, validating or benchmarking artificial intelligence or machine learning models is subject to prior approval by BfG. Access to QSim-derived outputs via automated systems, including AI agents, APIs, or similar tools, is permitted only for querying and visualisation purposes within the project scope and with prior approval by the BfG.</p> <p>No reverse engineering, inference of model structure, or derivation of underlying methods from the provided outputs is permitted.</p>	<p>No access rights are granted to the QSim model itself for exploitation purposes.</p> <p>Access to QSim-derived outputs for exploitation is subject to prior agreement by BfG and may be restricted or denied at BfG's discretion.</p> <p>The use of QSim-derived outputs for artificial intelligence or machine learning applications (including training, fine-tuning, or validation) is prohibited unless explicitly authorized by BfG. Access to QSim-derived outputs via automated systems, including AI agents, APIs, or similar tools, is permitted only for querying and visualisation purposes within the Project scope and with prior approval by the BfG.</p> <p>Any further use, sharing, or dissemination of QSim-derived outputs beyond the project requires prior consent from BfG.</p>

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

**PARTY 15 VLAAMSE MILIEUMAATSCHAPPIJ (VMM)**

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

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

**PARTY 16 FORSCHUNGSVERBUND BERLIN EV, Leibniz-Institut für Gewässerökologie und Binnenfischerei (FVB-IGB)**

As to FORSCHUNGSVERBUND BERLIN EV, Leibniz-Institut für Gewässerökologie und Binnenfischerei (FVB-IGB), it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of FORSCHUNGSVERBUND BERLIN EV, Leibniz-Institut für Gewässerökologie und Binnenfischerei (FVB-IGB) is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party’s Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

## Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

**[Date and Place]**

**[INSERT NAME OF THE NEW PARTY]**

Signature(s)

Name(s)

Title(s)

**[Date and Place]**

**[INSERT NAME OF THE COORDINATOR]**

Signature(s)

Name(s)

Title(s)

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

With respect to TARTU ÜLIKOOL: UniTartu Ventures OÜ, registry code 16124187

## **Attachment 4: Identified entities under the same control according to Section 9.5**

There are no identified entities under the same control.

## **Attachment 5: NDA for External Expert Advisory Board agreed under Section 6**

### **Parties**

*The Finnish Environment Institute (Syke)* as coordinator in the OASIS project authorized on behalf of the OASIS Consortium Parties in accordance with the Consortium Agreement to sign this non-disclosure agreement with the EAB Members (EAB Members), validly established under the laws of Finland, Trade Register Number Y-0996189-5, having its registered place of administration at Latokartanonkaari 11, 00790 Helsinki, Finland

and

(hereinafter called the "Receiving Party"), validly established under the laws of \_\_\_\_\_, Trade Register Number \_\_\_\_\_, having its registered place of administration at \_\_\_\_\_

have agreed as follows.

### **Purpose**

The External Advisory Board (EAB) gathers established and recognized experts and decision makers from across Europe and globally and will provide advice and consultation on key questions ensuring relevance and accuracy of the OASIS project results.

### **Definitions**

"Confidential Information" shall mean all information disclosed in tangible or intangible form by the Disclosing Party irrespective of the form of communication. Confidential Information may include, without limitation, computer programs, codes, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information in connection with the Purpose.

"Disclosing Party" shall mean one or several parties to the consortium agreement for the OASIS project effective as of the 1<sup>st</sup> of May 2026.

"OASIS project" shall mean the Horizon Europe project funded by the European Commission in accordance with grant agreement number 101293392 (the "Grant Agreement").

### **Confidentiality and Non-Use Obligation**

The Receiving Party shall protect the Confidential Information by using all reasonable efforts to prevent the unauthorised use or publication of the Confidential Information. The Receiving Party is not, neither during the present negotiations nor later, without the Disclosing Party's explicit prior written permission or consent, allowed to copy, reproduce or transmit, communicate, disclose or otherwise reveal to a third party or in any other harmful way use or let a third party use the Confidential Information. The Receiving Party shall in every respect use its best endeavours to hinder any improper, unauthorized, negligent, or other inadvertent transfer of Confidential Information to a third party.

The Receiving Party shall limit the use of and access to the Disclosing Party's Confidential Information to the Receiving Party's employees to whom such access is necessary for carrying out the co-operation between the parties.

The Receiving Party shall not use the Confidential Information for any purpose other than the Purpose without the prior written permission of the Disclosing Party.

## **Duration**

This Non-Disclosure Agreement (the "Agreement") is effective as of the date of the last signature.

This Agreement shall remain in effect for a term of 4 years. Notwithstanding the foregoing, the Receiving Party's duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.

## **Exclusions**

Confidential Information shall not include information that:

- i. is or becomes public knowledge through no fault of the Receiving Party; or
- ii. was lawfully in the Receiving Party's possession prior to receipt from the Disclosing Party; or
- iii. was lawfully disclosed to the Receiving Party by another person without restriction; or
- iv. is independently developed by the Receiving Party without access to Confidential Information, or
- v. is required by law to be disclosed, provided that such disclosure is limited to the extent possible.

## **Ownership**

All Confidential Information, and any Derivatives thereof remains the property of the Disclosing Party and may be used by the Receiving Party solely for the Purpose. "Derivatives" shall mean:

- i. for copyrightable material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted;
- ii. for patentable material, any improvement thereon; and
- iii. for material, which is protected by trade secret, any new material derived from such existing trade secret material.

## **Return or Destruction of Confidential Information**

The Receiving Party shall upon written request by the Disclosing Party at any time:

- i. turn over to the Disclosing Party all documents or media containing Confidential Information, including all copies and extracts thereof, or
- ii. destroy the Confidential Information, and all copies or extracts thereof, and provide the Disclosing Party with written certification of such destruction.

## **Intellectual Property Rights**

Neither party acquires any intellectual property rights under this Agreement, except the limited right to use Confidential Information in accordance with this Agreement.

## **Warranty**

The Confidential Information disclosed under this Agreement is delivered “AS IS,” and all representations or warranties, including warranties or conditions for fitness for a particular purpose, merchantability, title and non-infringement are hereby disclaimed.

## **Further Agreements**

Neither this Agreement nor disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to undersign a future agreement by either party or any commitment, promise or intention by either party to enter into any other business arrangement whatsoever with the other party.

## **Notices**

All notices required to be given under this Agreement shall be given in writing and shall become effective from the date sent by registered mail, by hand, facsimile or overnight courier to the addresses of the parties set forth above, or such other address as either party shall have furnished to the other.

## **Independent Development**

The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally or receiving information from other parties that may be similar to the Disclosing Party's information. Accordingly, nothing in this Agreement will be construed as a representation that the Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by the Disclosing Party's Confidential Information.

## **Liability**

In the event the Receiving Party acts in breach of this Agreement in any respect, the Receiving Party shall be liable for all damage caused by its acts or omissions to the Disclosing Party. The Receiving Party shall, however, not be liable for indirect damages, unless the Receiving Party has caused them intentionally or with gross negligence.

## **Entire Agreement**

This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof and constitutes the entire agreement between the parties with respect to the subject matter hereof.

## **Amendments**

No waiver or modification of this Agreement will be binding upon either party unless made in writing.

## **No Waiver**

No failure or delay in enforcing any right will be deemed a waiver.

## **Assignment**

Neither party may assign this Agreement to any third party without the prior written consent of the other party.

## Provisions Severable

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

## Governing Law and Dispute Settlement

This Agreement shall be governed by Finnish law excluding the choice of law clauses thereof. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, which is not settled by the parties, shall be finally settled by the Courts of Brussels.

## Signatures

This Agreement has been signed in Syke's electronic signature system on the date(s) specified on the signature page.

### Syke

[Name of signatory  
Title of signatory]

[Name of signatory  
Title of signatory]

### Receiving Party

[Name of signatory  
Title of signatory]



Universidad Nacional de Córdoba  
2026

**Hoja Adicional de Firmas  
Informe Gráfico**

**Número:**

**Referencia:** b) FINAL OASIS consortium agreement v3 20042026 ENG

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