

Table of Content

1. Section: Definitions.....	3
2. Section: Purpose.....	4
3. Section: Entry into force, duration and termination	4
4. Section: Responsibilities of Parties	5
5. Section: Liability towards each other	6
6. Section: Governance structure	7
7. Section: Financial provisions	9
8. Section: Results	10
9. Section: Access Rights.....	12
10. Section: Non-disclosure of information.....	14
11. Section: Miscellaneous.....	16
12. Section Signatures	18
Attachment 1: Background included.....	27
Attachment 2: Accession document	30

CONSORTIUM AGREEMENT

BETWEEN:

- 1. NATIONAAL KENNISPLATFORM LAADINFRASTRUCTUUR,
the Coordinator**
- 2. MRA-E, REPRESENTED BY THE PROVINCE OF NORTH-HOLLAND,**
- 3. TECHNISCHE UNIVERSITEIT EINDHOVEN,**
- 4. CPH-ELECTRIC, THE CAPITAL REGION OF DENMARK,**
- 5. E.ON DANMARK A/S,**
- 6. STROMNETZ HAMBURG GMBH,**
- 7. SMARTLAB INNOVATIONSGESELLSCHAFT MBH,**
- 8. ENIO GMBH,**

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

relating to the Action entitled

evRoaming for electric mobility in Europe

in short

evRoaming4EU

hereinafter referred to as "Project"

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the ERA-NET Cofund Electric Mobility Europe. The Parties wish to specify binding commitments among themselves in this consortium agreement in addition to the national directives the Parties receive from their National Funding Authorities.

The Parties are aware that this Consortium Agreement is based upon the DESCAs model consortium agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Section: Definitions

“Access Rights”

Access Rights means the rights of a Party to use another Party's Results or Background and/or another Party's share in such Results or Background (e.g. in case of joint authorship or joint inventions) under the terms and conditions laid down in this Consortium Agreement.

“Affiliated Entities”

Affiliated Entities means any and all legal entity that controls, or that is directly or indirectly controlled by this Party, when said Party:

- directly or indirectly holds over 50% of said legal entity's share capital; or
- over 50% of the voting rights of the shareholders or partners of said legal entity.

“Background”

Background means any and all technical and/or scientific data, information and knowledge and/or any and all other type of information, in any form whatsoever, whether tangible or intangible, whether patentable or not, patented or not, whether or not protected or suitable for protection under any other type of intellectual property rights including copyrights and ancillary rights, and all related rights, belonging to a Party or held by it prior to the start date of the Consortium Agreement or after the start date if it is developed independently of the work or completion of the Project.

“Consortium”

Consortium means the consortium formed by the Parties with the aim to implement the Project.

“Project Plan”

Project Plan means the description of the Project and the related agreed budget.

“National Funding Authority”

National Funding Authority means the national body from each participating member state awarding the grants for the Project.

“Call Secretariat”

Call Secretariat means the body responsible for the management of the ERA-NET Cofund Electric Mobility Europe.

“Defaulting Party”

Defaulting Party means a Party which the Steering Committee has identified to be in breach of this Consortium Agreement.

“Exploitation”

Exploitation means the use and/or utilisation of Results in further research activities other than those covered by the Project, or in developing, creating and/or marketing a product or process, or in creating and/or providing a service, or using them in standardisation activities.

“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 or substantially impeded.

“Result”

Result means any output of the Project such as data, knowledge, experiences, information or invention, whatever its form or nature, whether tangible or intangible, whether or not it can be protected, as well as any rights attached to it, which is invented, created, developed, generated or discovered during the Project, including intellectual property rights and those including copyrights and ancillary rights.

“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. The term “software” particularly covers computer programs of any form, including documentation, interfaces, drafts and preparatory design material.

2. Section: 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. Section: Entry into force, duration and termination

3.1. Entry into force

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

This Consortium Agreement shall have effect from the start date of the project: 1 January 2018.

A new entity becomes a 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 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.

(based on DESCA 2020 Model Consortium Agreement, Version 1.2, March 2016 / www.DESCA-2020.eu)

If any of the National Funding Authorities

- do not formally approve funding for the Project or
- terminate the approved funding for the Project

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

3.3. Survival of rights and obligations

The provisions relating to 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 Consortium incurred prior to the date of termination, unless otherwise agreed between the Steering Committee and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.(insofar as such obligation has actually incurred under this Consortium Agreement).

4. Section: Responsibilities of Parties

4.1. General principles

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

Each Party undertakes to notify promptly, at least within 14 days from obtaining such information and in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by an other Party or by the Coordinator to carry out its tasks.

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

4.2. Breach

In the event a Party identifies a breach by an other Party of its obligations under this Consortium Agreement (e.g. improper implementation of the Project), the Party getting knowledge thereof shall revert to the Coordinator and the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the Steering Committee, will give formal notice to such Party requiring that such breach will be remedied within reasonable time as set by the Coordinator, usually 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 Steering Committee 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) 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. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement.

5. Section: 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 Affiliated Entities) exercising its Access Rights.

5.2. Limitations of contractual liability

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

For any remaining contractual liability, 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 provided such damage was not caused by a wilful act or gross negligence.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party's statutory liability, insofar as such statutory liability applies under mandatory law.

5.3. Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Consortium Agreement or from its use of Results or Background. For reasons of clarification, the Parties acknowledge that "on its behalf" refers to subcontractors or the like.

5.4. Force Majeure

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

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

6. Section: Governance structure

6.1 General structure

The Steering Committee is the decision-making body of the consortium.

The Project Working Group will decide on the actual day-to-day distribution of tasks, activities and planning.

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

The Management Support Team assists the Steering Committee and the Coordinator.

6.2 Steering Committee

6.2.1 The Steering Committee shall consist of one representative of each Party (hereinafter referred to as "Member").

6.2.2 The following decisions shall be taken by the Steering Committee:

- Changes to the Project plan
- Modifications to the Project budget
- Modifications to the Consortium Agreement
- Entry of a new partner to the consortium
- Withdrawal of a partner from the consortium
- Identification of a breach by a partner of its obligations under the Consortium Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party, provided that the underlying Breach can be established and proven according to objective criteria
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Call secretariat for a change of the Coordinator
- Proposal to the Call secretariat for suspension of all or part of the Project
- Proposal to the Call secretariat for termination of the Project and the Consortium Agreement

6.2.3 Voting rules and quorum

6.2.3.1 The Steering Committee shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the Steering Committee shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

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

6.2.3.3 A Party which the Steering Committee has declared according to Section 4.2 to be a Defaulting Party may not vote.

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

6.2.4 The Parties agree to abide by all decisions of the Steering Committee taken on issues mentioned in article 6.2.2.

6.2.5 The Steering Committee only convenes at the request of the Parties. Meetings of the Steering Committee may also be held by teleconference or other telecommunication means.

6.3 Project Working Group

6.3.1 The Project Working Group will decide on the actual day-to-day distribution of tasks, activities and planning.

6.3.2 The Project Working Group shall consist of one staff member/expert of each Party.

6.3.3 The Coordinator shall chair all meetings of the Project Working Group.

6.3.3 The chairperson shall convene meetings of the Project Working Group at least once every 3 months and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.4 Sending the agenda:

The chairperson shall prepare and send each Member an agenda no later than 7 calendar days preceding the meeting, or 3 calendar days before an extraordinary meeting.

6.3.5 Meetings of the Project Working Group may also be held by teleconference or other telecommunication means.

6.3.6 The chairperson shall produce written 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.

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

6.4 Coordinator

6.4.1 The Coordinator shall be the intermediary between the Parties and the Call secretariat and shall perform all tasks assigned to it as described in this Consortium Agreement.

6.4.2 In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations on the transnational level
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables and specific requested documents to the Call secretariat

- preparing the meetings, proposing decisions and preparing the agenda of Steering Committee 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,
- 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 Call secretariat in time.

6.4.3 If the Coordinator fails in its coordination tasks, the Steering Committee may propose to the Call secretariat 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 this Consortium Agreement.

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

6.5 Management Support Team

The Management Support Team shall be proposed by the Coordinator. It shall assist and facilitate the work of the Steering Committee.

The Management Support Team shall provide assistance to the Coordinator for executing the decisions of the Steering Committee. It shall be responsible for the day-to-day management of the Project.

7. Section: Financial provisions

7.1. General Principles

The financial contributions to the Project shall be directly distributed to the Parties by their National Funding Authority without intervention by the Coordinator. The terms and conditions for such distribution shall be agreed upon between the Parties and their National Funding Authority and are not further regulated in this Consortium Agreement.

The Consortium Agreement shall not involve any financial exchange between the Parties other than stated in this section 7.1.

8. Section: Results

8.1. Ownership of Results

Results are owned by the Party that generates them.

8.2. Joint ownership

If a Result is generated by two or more Parties, the Result shall be jointly owned by the generating Parties proportionally to their intellectual, inventive and/or creative contributions, unless otherwise agreed in a separate agreement.

In addition and unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities (i.e. excluding contract research, but including research in national and European funded projects) on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
 - (a) at least 45 calendar days advance notice; and
 - (b) Fair and Reasonable compensation.
- regarding OCPI: NKL is the owner of OCPI and no IP or other rights on current and all future versions of OCPI will be transferred to Consortium partners. NKL has the intention to transfer ownership and IPR to a, to be developed, OCPI Management Organization and for that reason it is essential that full OCPI ownership remains at NKL. To assure this, consortium partners and other parties shall sign a contributor license agreement before participating in the further development of OCPI.

8.3. Transfer of Results

8.3.1. Each Party may transfer ownership of its own Results and/or its respective share in Joint Results.

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

8.3.3. The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Party to give the full 45 calendar days prior notice for the transfer. However, the Parties shall be informed within 45 days after such merger or acquisition.

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

8.4. Dissemination

8.4.1. Dissemination of own Results

8.4.1.1. 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 following provisions.

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in writing 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.

8.4.1.2. An objection is justified if

- (a) the protection of the objecting Party's Results or Background would be adversely affected
- (b) the objecting Party's Confidential Information is included in the Dissemination.

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

8.4.1.3. 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 whereby the scientific quality of the publication is maintained. The objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection for the filing of a patent or other intellectual property rights application. After 90 calendar days the publication is permitted.

8.4.2. Dissemination of another Party's unpublished Results or Background

A Party shall not include in any dissemination activity another Party's Results or Background, including the case where another Party has a Joint Ownership Share in Joint Results, without obtaining the owning Party's prior written approval based upon the publication procedure of section 8.4.1., unless they are already published.

8.4.3. Cooperation obligations

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

8.4.4. 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. Section: 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 further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the Steering Committee 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 expressly exclude any rights to sublicense unless expressly stated otherwise.

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

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

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

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

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

9.3. Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 1.

9.4. Access Rights for Exploitation

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

Access rights to Results for educational and internal research activities (i.e. excluding contract research but including research in national and European funded projects) shall be granted on a royalty-free basis.

9.4.2. Access Rights to Background if Needed for Exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on Fair and Responsible 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.

9.5. Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the following conditions.

Access Rights must be requested by the Affiliated Entity 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 Affiliated Entities. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Affiliated Entities which obtain Access Rights in return fulfil all confidentiality and other obligations accepted by the Parties under this Consortium Agreement as if such Affiliated Entities were Parties. The respective Party whose Affiliates Entities obtain such Access Rights is responsible and liable to the other Party granting the Access Rights that the respective Affiliated Entity complies with the aforesaid.

Access Rights may be refused to Affiliated Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

9.6. Additional Access Rights

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

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

(based on DESCA 2020 Model Consortium Agreement, Version 1.2, March 2016 / www.DESCA-2020.eu)

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 Steering Committee 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 this Consortium Agreement as if it had remained a Party for the whole duration of the Project. As regards Result, this only applies to results which have been obtained until effective exit of the leaving Party.

9.8. Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software.

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

10. Section: Non-disclosure of information

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

10.2. The Recipients hereby undertake, for a period of 4 years after the end of the Project:

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

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

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the National Funding Agency;
- 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 (e.g. reporting duties vis-à-vis the National Funding Agency), subject to the provision Section 10.7 hereunder.

10.5. The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

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

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

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

11. Section: Miscellaneous

11.1. Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and
Attachment 1 (Background included)
Attachment 2 (Accession document)

In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

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

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. Notices and other communication

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

Formal notices:

If it is required in this Consortium Agreement 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 .

Other communication:

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

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

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 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.

(based on DESCA 2020 Model Consortium Agreement, Version 1.2, March 2016 /
www.DESCA-2020.eu)

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 The Netherlands excluding its conflict of law provisions.

11.8. Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The award of the arbitration will be final and binding upon the Parties.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

12. Section Signatures

AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages.

NATIONAAL KENNISPLATFORM LAADINFRASTRUCTUUR,

Signature(s)

Name:

Title:

Date:

MRA-E, REPRESENTED BY THE PROVINCE OF NORTH-HOLLAND,

Signature(s)

Name:

Title:

Date:

TECHNISCHE UNIVERSITEIT EINDHOVEN,

For and on behalf of the Executive Board,

Signature(s)

Name: A.T.G. Hermus
Title: Managing Director Department of Industrial Engineering & Innovation Sciences
Date:

CPH-ELECTRIC, THE CAPITAL REGION OF DENMARK,

Signature(s)

Name:

Title:

Date:

E.ON DANMARK A/S,

Signature(s)

Name:

Title:

Date:

STROMNETZ HAMBURG GMBH

Signature(s)

Name:

Title:

Date:

SMARTLAB INNOVATIONSGESELLSCHAFT MBH,

Signature(s)

Name:

Title:

Date:

ENIO GMBH,

Signature(s)

Name:

Title:

Date:

Attachment 1: Background included

According to the Consortium Agreement Background is defined as “any and all technical and/or scientific data, information and knowledge ... belonging to a Party or held by it prior to the start date...”. Because of this, 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: NATIONAAL KENNISPLATFORM LAADINFRASTRUCTUUR

As to Nationaal Kennisplatform Laadinfrastructuur, 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 limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation
NKL has registered the brand and the image of OCPI (Open Charge Point Interface), in national and international registers.	NKL is the owner of OCPI and no IP or other rights on current and all future versions of OCPI will be transferred to Consortium partners. NKL has the intention to transfer ownership and IPR to a, to be developed, OCPI Management Organization and for that reason it is essential that full OCPI ownership remains at NKL. To assure this, consortium partners and other parties shall sign a contributor license agreement before participating in the further development of OCPI.	NKL is the owner of OCPI and no IP or other rights on current and all future versions of OCPI will be transferred to Consortium partners. NKL has the intention to transfer ownership and IPR to a, to be developed, OCPI Management Organization and for that reason it is essential that full OCPI ownership remains at NKL. To assure this, consortium partners and other parties shall sign a contributor license agreement before participating in the further development of OCPI.

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

PARTY 2: MRA-E

As to MRA-E, it is agreed between the Parties that, to the best of their knowledge,

no data, know-how or information of MRA-E shall be Needed by another Party for implementation of the Project or Exploitation of that other Party’s Results.

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

PARTY 3: TECHNISCHE UNIVERSITEIT EINDHOVEN

As to Technische Universiteit Eindhoven, it is agreed between the Parties that, to the best of their knowledge,

no data, know-how or information of Technische Universiteit Eindhoven shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

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

PARTY 4: CPH-ELECTRIC

As to CPH-Electric, it is agreed between the Parties that, to the best of their knowledge,

no data, know-how or information of CPH-Electric shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

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

PARTY 5: E.ON DANMARK A/S

As to E.ON, it is agreed between the Parties that, to the best of their knowledge,

no data, know-how or information of E.ON shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

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

PARTY 6: STROMNETZ HAMBURG GMBH

As to Stromnetz, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Stromnetz shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

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

PARTY 7: SMARTLAB INNOVATIONSGESELLSCHAFT MBH,

As to Smartlab, 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 limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation
e-clearing.net OCPI Proxy implementation	Only shared with parties as service provided and documented in detail, not available as source code or similar	- Provided documentation may be used / exploited without limitation - Service is provided based off a standard e clearing.net platform contract

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

PARTY 8: ENIO GMBH

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

no data, know-how or information of ENIO shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

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

Attachment 2: Accession document

ACCESSION

of a new Party to

evRoaming4EU Consortium Agreement, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTY]

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]

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)