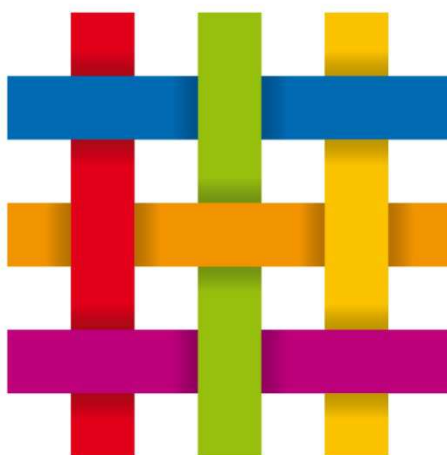


CONSORTIUM AGREEMENT FOR

DESSIN

*Demonstrate that Ecosystem Services are Enabling
Innovation in the Water Sector*

Version 1.0 based on



DESCA

**The Simplified FP7 Model
Consortium Agreement
www.DESCA-FP7.eu**

Version 3.0 March 2011

DESSIN Consortium Agreement

Change Records

Version	Date	Change	Done by
0.1	01 July 2013	First draft based on DESCAs Model 3.0	David Schwesig, IWW
0.2	12 July 2013	<ul style="list-style-type: none"> • Amendment section 9.8.3 by DHI to reflect agreements made at proposal stage • Update of attachments 1, 4 and 5 by IWW, DHI, EmscherGenossenschaft and CETaqua • Update of signatory section based on information from partners 	David Schwesig, IWW
0.3	19 July	<ul style="list-style-type: none"> • Update of attachments 2, 4 and 5 by CETaqua 	David Schwesig, IWW
1.0	22 November 2013	<p>Fixed typos in long name of CETaqua Updated new legal name of partner 5 formerly known as ΧΡΗΣΤΟΣ ΛΙΟΥΜΗΣ & ΣΙΑ ΟΕ, - now Chemical Technology P. Dimopoulou – P. Tazes & Co. ΟΕ</p> <p>Added partners' short names to preamble on page 4 as given in the EC Grant Agreement</p> <p>Updated attachments 1 and 2 re UDE Updated attachment 5 re new 3rd party of CETaqua</p> <p>Updated Effective Date to date of EC-GA signature by Coordinator (22 November 2013)</p>	David Schwesig, IWW

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon

REGULATION (EC) No 1906/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013) hereinafter referred to as Rules for Participation and the European Commission Grant Agreement, adopted on 10 April 2007, hereinafter referred to as the Grant Agreement or EC-GA and Annex II adopted on 10 April 2007 Version 6 adopted on 24 January 2011, hereinafter referred to as Annex II of the EC-GA, and is made on 2013-11-22, hereinafter referred to as "Effective Date"

BETWEEN:

- IWW Rheinisch-Westfälisches Institut für Wasser Beratungs- und Entwicklungsgesellschaft mbH (the Coordinator) (short name IWW)
- Amphos 21 Consulting SL (short name A21)
- ADELPHI Research gGmbH (short name ADELPHI)
- Technisch Bureau W.M. Bruine de Bruin B.V. (short name BdB)
- Chemical Technology P. Dimopoulou - P. Tazes & Co. OE (short name Chemitec)
- ECOLOGIC INSTITUT gemeinnützige GmbH (short name Ecologic)
- Inrigo Water AS (short name Inrigo)
- Leif Kølner Ingeniørfirma A/S (short name LKI)
- SEGNO Industrie Automation GmbH (short name SEGNO)
- TELINT RTD Consultancy Services LTD (short name TELINT)
- UFT Umwelt- und Fluid-Technik Dr. H. Brombach GmbH (short name UFT)
- Emschergenossenschaft (short name EG)
- Etaireia Ydreysesos Kai Apochetefseos Proteyoysis Anonimi Etaireia (short name EYDAP)
- Oslo Kommune (short name VAV)
- CETaqua, Centro Tecnológico del Agua, Fundación Privada (short name CETaqua)
- DHI (short name DHI)
- KWR Water B.V. (short name KWR)
- National Technical University of Athens (short name NTUA)
- Stiftelsen Sintef (short name SINTEF)
- Universität Duisburg-Essen (short name UDE)

DESSIN Consortium Agreement

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

relating to the Project entitled

Demonstrate that Ecosystem Services are Enabling Innovation in the Water Sector

in short

"DESSIN"

hereinafter referred to as "Project".

WHEREAS:

The Parties, having considerable experience in the field concerned, have submitted a proposal for the Project to the European Commission as part of the Seventh Framework Programme of the European Community for Research, Technological Development and Demonstration Activities under the funding scheme of "Collaborative Project".

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the EC-GA.

The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement and that explanations to the DESCA model are available at www.DESCA-FP7.eu.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement including its Annexes without the need to replicate said terms herein.

1.2 Additional Definitions

"Consortium Plan"

Consortium Plan means the description of the work and the related agreed Consortium Budget, including the payment schedule, as updated and approved by the Project Steering Board.

"Consortium Budget"

Consortium Budget means the allocation of all the resources in cash or in kind for the activities as defined in Annex I of the Grant Agreement and in the Consortium Plan thereafter.

"Defaulting Party"

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Defaulting Party means a Party which the Project Steering Board has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Article 4.2 of this Consortium Agreement.

“Needed” means:

For the implementation of the Project:

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

For Use of own Foreground:

Access Rights are Needed if, without the grant of such Access Rights, the Use of own Foreground 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.

Section 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.

Section 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.

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

A new Party enters the Consortium upon signature of the accession document Attachment 3 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 EC-GA 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 and Annex II of the EC-GA (Article II.37. and II.38.).

If the Commission does not award the EC-GA or terminates the EC-GA or a Party's participation in the EC-GA, this Consortium Agreement shall automatically terminate in respect of the affected

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Party/ies, subject to the provisions surviving the expiration or termination under Art. 3.3 of this Consortium Agreement.

3.3 Survival of rights and obligations

The provisions relating to Access Rights 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 Project Steering Board and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Section 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 EC-GA 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, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

Each Party shall promptly provide all information reasonably required by a Consortium Body 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 responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the EC-GA (e.g.: a partner producing poor quality work), the Coordinator or the Party appointed by the Project Steering Board if the Coordinator is in breach of its obligations under this Consortium Agreement or the EC-GA will give written notice to such Party requiring that such breach be remedied within 30 calendar days.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Project Steering Board 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 solely 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 EC-GA. 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 and the EC-GA.

Section 5: Liability towards each other

5.1 No warranties

In respect of any information or materials (incl. Foreground 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 Affiliates) 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 or by a breach of confidentiality.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex I of the EC-GA 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.

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 Foreground or Background.

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if such breach is caused by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

Section 6: Governance structure

6.1 General structure

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

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Project Steering Board as the ultimate decision-making body of the Consortium

Work Area Management Team as the supervisory body for the execution of the Project which shall report to and be accountable to the Project Steering Board

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

The Project Management Team assists the Work Area Management Team and the Coordinator.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any member of a Consortium Body (hereinafter referred to as "Member"): should be present or represented at any meeting of such Consortium Body; may appoint a substitute or a proxy to attend and vote at any meeting; and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings:

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

	Ordinary meeting	Extraordinary meeting
Project Steering Board	At least once per reporting period	At any time upon written request of the Work Area Management Team or 1/3 of the Members of the Project Steering Board
Work Area Management Team	At least quarterly	At any time upon written request of any Member of the Work Area Management Team.

6.2.2.2 Notice of a meeting:

The chairperson of a Consortium Body shall give notice in writing (e.g. by e-mail) of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
Project Steering Board	45 calendar days	15 calendar days
Work Area Management Team	14 calendar days	7 calendar days

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6.2.2.3 Sending the agenda:

The chairperson of a Consortium Body shall prepare and send each Member of that Consortium Body a written agenda (e.g. by e-mail) no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
Project Steering Board	21 calendar days	10 calendar days
Work Area Management Team	7 calendar days	3 calendar days

6.2.2.4 Adding agenda items:

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

Any Member of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	Extraordinary meeting
Project Steering Board	14 calendar days	7 calendar days
Work Area Management Team	2 working days	2 working days

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

6.2.2.6 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document which is then signed by the defined majority (see Article 6.2.3.) of all Members of the Consortium Body.

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

6.2.2.8 Decisions will only be binding once the relevant part of the Minutes has been accepted according to Article 6.2.5.

6.2.3 Voting rules and quorum

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

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

6.2.3.3 Defaulting Parties may not vote.

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

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6.2.4 Veto rights

6.2.4.1 A Member 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 a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

6.2.4.3 When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 15 days after the draft minutes of the meeting are sent.

6.2.4.4 In case of exercise of veto, the Members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

6.2.4.5 A Party may not veto decisions relating 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.

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

6.2.5 Minutes of meetings

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

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

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

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 Project Steering Board

In addition to the rules described in Article 6.2, the following rules apply:

6.3.1.1 Members

6.3.1.1.1 The Project Steering Board shall consist of one representative of each Party (hereinafter Project Steering Board Member).

6.3.1.1.2 Each Project Steering Board Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Article 6.3.1.2. of this Consortium Agreement.

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6.3.1.1.3 The Coordinator shall chair all meetings of the Project Steering Board, unless decided otherwise in a meeting of the Project Steering Board.

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

6.3.1.2 Decisions

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

The following decisions shall be taken by the Project Steering Board:

Content, finances and intellectual property rights

- Proposals for changes to Annex I of the EC-GA to be agreed by the European Commission
- Changes to the Consortium Plan (including the Consortium Budget)
- Withdrawals from Attachment 1 (Background included)
- Additions to Attachment 2 (Background excluded)
- Additions to Attachment 4 (Listed Affiliated Entities)
- Additions to Attachment 5 (List of Third Parties)

Evolution of the Consortium

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

Appointments

On the basis of Annex I, the appointment if necessary of:

- Work Area Management Team Members

6.3.2 Work Area Management Team

In addition to the rules in Article 6.2, the following rules shall apply:

6.3.2.1 Members

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The Work Area Management Team shall consist of the Coordinator and all Work Area Leaders (one Executive Member per Work Area).

The Coordinator shall chair all meetings of the Work Area Management Team, unless decided otherwise by the Members of the Work Area Management Team.

6.3.2.2 Minutes of meetings

Minutes of Work Area Management Team meetings, once accepted, shall be sent by the Coordinator to the Project Steering Board Members for information.

6.3.2.3 Tasks

6.3.2.3.1 The Work Area Management Team shall prepare the meetings, propose decisions and prepare the agenda of the Project Steering Board according to Article 6.3.1.2.

6.3.2.3.2 It shall seek a consensus among the Parties.

6.3.2.3.3 The Work Area Management Team shall be responsible for the proper execution and implementation of the decisions of the Project Steering Board.

6.3.2.3.4 The Work Area Management Team shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5 In addition, the Work Area Management Team shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Consortium Plan to the Project Steering Board.

6.3.2.3.6 The Work Area Management Team shall:

- Agree on the Members of the Project Management Team, upon a proposal by the Coordinator
- Support the Coordinator in preparing meetings with the European Commission and in preparing related data and deliverables
- Prepare the content and timing of press releases and joint publications by the Consortium or proposed by the European Commission in respect of the procedures of the EC-GA Article II 30.3.

6.3.2.3.7 In the case of abolished tasks as a result of a decision of the Project Steering Board, the Work Area Management Team shall advise the Project Steering Board on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4 Coordinator

6.4.1 The Coordinator shall be the intermediary between the Parties and the European Commission and shall perform all tasks assigned to it as described in the EC-GA and in this Consortium Agreement.

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6.4.2 In particular, the Coordinator shall be responsible for:

- Monitoring compliance by the Parties with their obligations
- Keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports and other deliverables (including financial statements and related certifications) to the European Commission
- Transmitting documents and information connected with the Project to any other Parties concerned
- Administering the financial contribution of the Union and fulfilling the financial tasks described in Article 7.3
- Providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

6.4.3 If the Coordinator fails in its coordination tasks, the Project Steering Board may propose to the European Commission 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.

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

6.5 Project Management Team

The Project Management Team shall be proposed by the Coordinator. It shall be composed by members of the Project Coordinator's organisation and shall assist and facilitate the work of the Work Area Management Team and the Coordinator for executing the decisions of the Project Steering Board as well as the day-to-day management of the Project.

6.6 Project Advisory Committee (PAC)

A Project Advisory Committee (PAC) will be appointed and steered by the Work Area Management Team. The responsibilities and duties of the PAC members are described in Annex I part B of the EC-GA. The members of the PAC are required to sign a non-disclosure agreement no later than 30 days after their nomination or before any confidential information will be exchanged, whichever date is earlier. PAC members will nominate one PAC member as their chair, who will also be responsible to prepare and chair PAC meetings, write minutes of such meetings and provide the Coordinator or the Project Steering Board with recommendations and suggestions. The PAC members shall be allowed to participate in Project Steering Board meetings upon invitation but have not any voting rights in the Project Steering Board.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

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

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- the Consortium Budget as included in the Consortium Plan
- the approval of reports by the European Commission, and
- the provisions of payment in Article 7.3.

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 with respect to the Project towards the European Commission. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the European Commission.

7.1.3 Funding Principles

- A Party which spends less than its allocated share of the Consortium Budget will be funded in accordance with its actual duly justified eligible costs only.
- A Party that spends more than its allocated share of the Consortium Budget will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

If on completion of the project the sum due to Parties under a) and b) above is less than the total EC grant received, the Work Area Management Team will agree the proportion of the balance of the EC grant that should be distributed amongst those Parties whose approved eligible costs have exceeded their budgeted project share.

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

A Party leaving the Consortium shall refund all payments it has received except the amount of contribution accepted by the European Commission or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Article 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks. Any additional costs which are not covered by the Defaulting Party shall in principle be apportioned to the remaining Parties pro rata to their share in the total costs of the Project as identified in the Consortium Budget.

7.2 Budgeting

The Consortium Budget shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

7.2.1 Budgeted costs eligible for 100% reimbursement

These costs shall be budgeted in the Consortium Budget in the following order of priority:

- Banking and transaction costs related to the handling of any financial resources made available for the Project by the Coordinator
- Costs of Parties related to calls for new Beneficiaries
- Costs related to updating this Agreement
- Management costs of the Coordinator and the Project Management Team
- Costs related to the tasks of the Work Area Management Team
- Intellectual property protection costs

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- Costs for publications
- Costs for the tasks of chairpersons
- any other costs eligible for 100% reimbursement

7.2.2 Budgeting of coordination costs

Costs of coordination of research which are not allowed as management cost according to Annex II of the EC-GA (EC-GA Article II.16.5) have to be budgeted separately.

7.3 Payments

7.3.1 Payments to Parties are the exclusive tasks 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 Community 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.

7.3.2

The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the following:

Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the EU-Commission in separate instalments in conformity with the decision of the Project Steering Board on the applicable instalment mechanism. Funding for costs accepted by the EU-Commission will be paid to the Party concerned, taking into account the amounts already paid for the reporting period concerned.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the EC-GA" 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.

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Section 8: Foreground

Regarding Foreground, EC-GA Article II.26. - Article II.29. shall apply with the following additions:

8.1 Joint ownership

Where no joint ownership agreement has yet been concluded:

- each of the joint owners shall be entitled to Use their jointly owned Foreground 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 grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
 - at least 45 days prior notice must be given to the other joint owner(s); and
 - fair and reasonable compensation must be provided to the other joint owner(s).

8.2 Transfer of Foreground

8.2.1 Each Party may transfer ownership of its own Foreground following the procedures of the EC-GA Article II 27.

8.2.2 It may identify specific third parties it intends to transfer the ownership of its Foreground to in Attachment (5) to this Consortium Agreement. The other Parties hereby waive their right to object to a transfer to listed third parties according to the EC-GA Article II.27.3.

8.2.3 The transferring Party shall, however, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer. Any addition to Attachment (5) after signature of this Agreement requires a decision of the Project Steering Board.

8.2.4 The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice for the transfer as foreseen in the EC-GA, Article II 27.2.

8.3 Dissemination

8.3.1 Publication

8.3.1.1 Dissemination activities including but not restricted to publications and presentations shall be governed by the procedure of Article II.30.3 of the EC-GA subject to the following provisions. Prior notice of any planned publication shall be given to the other Parties concerned at least 45 days before the publication. Any objection to the planned publication shall be made in accordance with the GA in writing to the Coordinator and to any Party concerned within 30 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.3.1.2 An objection is justified if

- (a) the objecting Party's legitimate academic or commercial interests are compromised by the publication; or
- (b) the protection of the objecting Party's Foreground or Background is adversely affected.

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

8.3.1.3 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 the objecting Party shall not unreasonably continue the opposition if appropriate actions are performed following the discussion.

8.3.2 Publication of another Party's Foreground or Background

For the avoidance of doubt, a Party shall not publish Foreground or Background of another Party, even if such Foreground or Background is amalgamated with the Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the mere absence of an objection according to 8.3.1 is not considered as an approval.

8.3.3 Cooperation obligations

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

8.3.4 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.

Section 9: Access Rights

9.1 Background covered

DESSIN Consortium Agreement

9.1.1 The Parties shall identify in the Attachment 1 the Background to which they are ready to grant Access Rights, subject to the provisions of this Consortium Agreement and the EC-GA. Such identification may be done by e.g.

- subject matter and possibly in addition by
- naming a specific department of a Party.

9.1.2 The owning Party may add further Background to Attachment 1 during the Project by written notice.

However, only the Project Steering Board can permit a Party to withdraw any of its Background from Attachment 1.

9.1.3 The Parties agree that all Background not listed in Attachment 1 shall be explicitly excluded from Access Rights. The Parties agree, however, to negotiate in good faith additions to Attachment 1 if a Party asks them to do so and those are needed.

For the avoidance of doubt, the owner is under no obligation to agree to additions of his Background to Attachment 1.

9.1.4 In addition, if a Party wishes to list specific Background as excluded, it shall identify such Background in the Attachment 2.

The owning Party may withdraw any of its Background from Attachment 2 during the Project by written notice.

However, only the Project Steering Board can permit a Party to add Background to Attachment 2.

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 As provided in the EC-GA Article II.32.3. Parties shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights.

9.2.3 If the Project Steering Board considers that the restrictions have such impact, which is not foreseen in the Consortium Plan, it may decide to update the Consortium Plan accordingly.

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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties according to the EC-GA Article II.32.7.

9.2.5 Foreground 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.

DESSIN Consortium Agreement

9.3 Access Rights for implementation

Access Rights to Foreground 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 Use

9.4.1 Access Rights to Foreground if Needed for Use of a Party's own Foreground shall be granted on a royalty-free basis.

9.4.2 Access Rights to Background if Needed for Use of a Party's own Foreground 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 Art. 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 conditions of the EC-GA Article II.34.3.

In addition, Affiliate Entities shall also enjoy Access Rights if they can show that:

- they hold a licence on Foreground developed by a Party they are affiliated to; and
 - they Need Access Rights in order to Use such Foreground; and
 - they are established in a Member State or an Associated Country;
- and they are listed in [Attachment 4 (Listed Affiliated Entities)] to this Consortium Agreement.

Such 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 grant Access Rights to all Parties and fulfil all confidentiality and other obligations accepted by the Parties under the EC-GA or this Consortium Agreement as if such Affiliated Entities were Parties.

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

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

The Parties agree to negotiate in good faith any additional Access Rights to Foreground 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

All Foreground developed before the accession of the new Party shall be considered to be Background with regard to said new Party.

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 Project Steering Board 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 Foreground developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Art. 9.4.2.

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

9.8 Specific provisions for Access Rights to Software

9.8.1 Definitions relating to Software

"Application Programming Interface"

means the application programming interface materials and related documentation containing all data and information to allow skilled Software developers to create Software interfaces that interface or interact with other specified Software.

"Controlled Licence Terms" means terms in any licence that require that the use, copying, modification and/or distribution of Software or another work ("Work") and/or of any work that is a modified version of or is a derivative work of such Work (in each case, "Derivative Work") be subject, in whole or in part, to one or more of the following:

- a) (where the Work or Derivative Work is Software) that the Source Code or other formats preferred for modification be made available as of right to any third party on request, whether royalty-free or not;
- b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;

DESSIN Consortium Agreement

- c) that a royalty-free licence relating to the Work or Derivative Work be granted to any third party.

For the avoidance of doubt, any Software licence that merely permits (but does not require any of) the things mentioned in (a) to (c) is not a Controlled Licence (and so is an Uncontrolled Licence).

“Object Code” means software in machine-readable, compiled and/or executable form including, but not limited to, byte code form and in form of machine-readable libraries used for linking procedures and functions to other software.

“Software Documentation” means software information, being technical information used, or useful in, or relating to the design, development, use or maintenance of any version of a software programme.

“Source Code” means software in human readable form normally used to make modifications to it including, but not limited to, comments and procedural code such as job control language and scripts to control compilation and installation.

9.8.2. General principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software as far as not modified by this Article 9.8.

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 Source Code, Object Code or respective Software Documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

The intended introduction of Intellectual Property (including, but not limited to Software) under Controlled Licence Terms in the Project requires the approval of the Project Steering Board to implement such introduction into the Consortium Plan.

9.8.3. Access to Software

Access Rights to Software which is Foreground shall comprise:
Access to the Object Code; and,
where normal use of such an Object Code requires an Application Programming Interface (hereafter API), Access to the Object Code and such an API; and,
if a Party can show that the execution of its tasks under the Project or the Use of its own Foreground is technically or legally impossible without Access to the Source Code, Access to the Source Code to the extent necessary. Access to source code will be controlled by a non-disclosure agreement between relevant parties.

Background shall only be provided in Object Code unless otherwise agreed between the Parties concerned.

9.8.4 Software licence and sublicensing rights

9.8.4.1 Object Code

9.8.4.1.1 Foreground - Rights of a Party

DESSIN Consortium Agreement

Where a Party has Access Rights to Object Code and/or API which is Foreground for Use, such Access shall, in addition to the access for Use foreseen in Article 9.4, as far as Needed for the Use of the Party's own Foreground, comprise the right:

to make an unlimited number of copies of Object Code and API; and
to distribute, make available, market, sell and offer for sale such Object Code and API alone or part of or in connection with products or services of the Party having the Access Rights;

provided however that any product, process or service has been developed by the Party having the Access Rights in accordance with its rights to use Object Code and API for its own Foreground.

If it is intended to use the services of a third party for the purposes of this Article 9.8.4.1.1, the Parties concerned shall agree on the terms thereof with due observance of the interests of the Party granting the Access Rights as set out in Article 9.2 of this Consortium Agreement.

9.8.4.1.2 Foreground - Rights to grant sublicenses to end-users

In addition, Access Rights to Object Code shall, as far as Needed for the Use of the Party's own Foreground, comprise the right to grant in the normal course of the relevant trade to end-user customers buying/using the product/services, a sublicense to the extent as necessary for the normal use of the relevant product or service to use the Object Code alone or as part of or in connection with or integrated into products and services of the Party having the Access Rights and, as far as technically essential:

- to maintain such product/service;
- to create for its own end-use interacting interoperable software in accordance with the Council Directive of 14 May 1991 on the legal protection of computer programs (91/250/EEC).

9.8.4.1.3 Background

For the avoidance of doubt, where a Party has Access Rights to Object Code and/or API which is Background for Use, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.4.2 Source Code

9.8.4.2.1 Foreground - Rights of a Party

Where, in accordance with Article 9.8.3, a Party has Access Rights to Source Code which is Foreground for Use, Access Rights to such Source Code, as far as Needed for the Use of the Party's own Foreground, shall comprise a worldwide right to use, to make copies, to modify, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service.

If it is intended to use the services of a third party for the purposes of this Article 9.8.4.2.1, the Parties shall agree on the terms thereof, with due observance of the interests of the Party granting the Access Rights as set out in Article 9.2 of this Consortium Agreement.

9.8.4.2.2 Foreground – Rights to grant sublicenses to end-users

DESSIN Consortium Agreement

In addition, Access Rights, as far as Needed for the Use of the Party's own Foreground, shall comprise the right to sublicense such Source Code, but solely for purpose of adaptation, error correction, maintenance and/or support of the Software.
Further sublicensing of Source Code is explicitly excluded.

9.8.4.2.3 Background

For the avoidance of doubt, where a Party has Access Rights to Source Code which is Background for Use, Access Rights exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties.

9.8.5 Specific formalities

Each sublicense granted according to the provisions of Article 9.8.4 shall be made by a traceable agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

Section 10: Non-disclosure of information

10.1 All information in whatever form or mode of transmission, 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 when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the EC-GA, for a period of 5 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 to any third party 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 on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

10.3 The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment.

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 becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;

DESSIN Consortium Agreement

- 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 confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the EC-GA;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- 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 Art. 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.

10.8 The confidentiality obligations under this Consortium Agreement and the EC-GA shall not prevent the communication of Confidential Information to the European Commission.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

- Attachment 1 (Background included)
- Attachment 2 (Background excluded)
- Attachment 3 (Accession document)
- Attachment 4 (Listed Affiliated Entities)
- Attachment 5 (List of Third Parties)

DESSIN Consortium Agreement

In case the terms of this Consortium Agreement are in conflict with the terms of the EC-GA, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

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

11.2 No representation, partnership or agency

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. 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 (Article. 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 or telefax with receipt acknowledgement.

Other communication:

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

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

11.4 Assignment and amendments

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 Article 6.3.1.2 require a separate agreement 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.

DESSIN Consortium Agreement

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

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

DESSIN Consortium Agreement

Section 12: Signatures

AS WITNESS:

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

DESSIN Consortium Agreement

Authorised to sign on behalf of

IWW Rheinisch Westfälisches Institut für Wasser Beratungs- und
Entwicklungsgesellschaft mbH

Signature:



Date: 27/11/13

Klaus-Dieter Neumann
Chief Financial Officer

Signature:



Date: 27.11.13

Dr. Wolf Merkel
Chief Technical Officer

DESSIN Consortium Agreement

Authorised to sign on behalf of

Amphos 21 Consulting SL

Signature:



Date:

16/11/2013

**Lara Duro
Managing Director**

AMPHOS²¹

Amphos 21 Consulting, S.L.
P. de Garcia i Faria, 49-51, 1-1
08019 Barcelona
CIF: B60626447
T.935830500 - F.933075928

Signature:



Date:

26/11/2013

**Bruno Jordi
CEO**

DESSIN Consortium Agreement

Authorised to sign on behalf of

Adelphi Research gGmbH

Signature:


**Mikael Henzler
Managing Director**

Date: 3.12.13

Signature:

**Walter Kahlenborn
Managing Director**

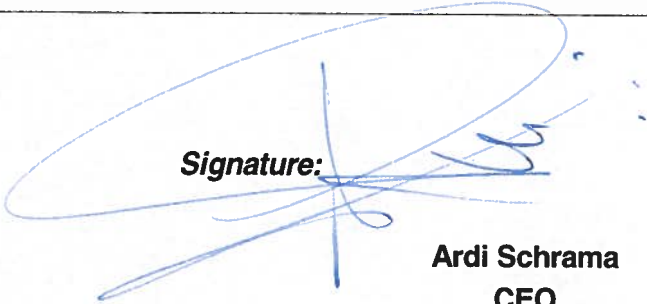
Date:

DESSIN Consortium Agreement

Authorised to sign on behalf of

Technisch Bureau W.M. Bruine de Bruin B.V.

Signature:



Date: 20. 11. 2013

Ardi Schrama
CEO

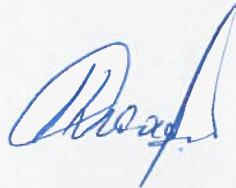
Technisch Bureau
W.M. Bruine de Bruin B.V.
Legmeerdijk 125
1432 KA Aalsmeer
Tel.: +31 (0) 20 - 4562121
Fax: +31 (0) 20 - 4562129

DESSIN Consortium Agreement

Authorised to sign on behalf of

Chemical Technology P. Dimopoulou – P. Tazes & Co. OE

Signature:



Date: 27/11/2013

**Panagiota Dimopoulou
Sales Manager**

Signature:



Date: 27/11/2013

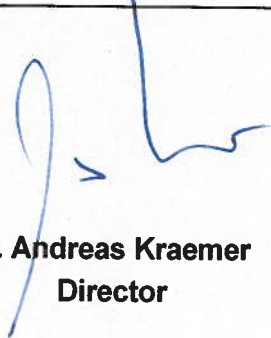
**Polinikis Tazes
Technical Manager**

DESSIN Consortium Agreement

Authorised to sign on behalf of

Ecologic Institute gemeinnützige GmbH

Signature:



A handwritten signature in blue ink, consisting of a large loop followed by a horizontal line and a wavy tail.

Date: 27 Nov 2013

**R. Andreas Kraemer
Director**

DESSIN Consortium Agreement

Authorised to sign on behalf of

Inrigo Water AS

Signature:

Gaute Moldestad

Date: *24/11/2013*

**Gaute Moldestad
Managing Director**

DESSIN Consortium Agreement

Authorised to sign on behalf of

Leif Kølner Ingeniørfirma A/S

Signature:



Date: 25/11-2013

**Per Kølner
CEO**

Signature:

Date:

**#Name Signatory 2 [optional],
#Position Signatory 2 [optional]**

DESSIN Consortium Agreement

Authorised to sign on behalf of

SEGNO Industrie Automation GmbH

Signature:



Date: 25.11.2013

**Christian Niclas
Managing Director**

Signature:



Date: 25.11.2013

**Harald Wrede
Managing Director**

S E G N O

Industrie Automation GmbH

Admiralstr. 54

28215 Bremen

Tel.: 0421 - 79288-0


Fax: 0421 - 79288-22

DESSIN Consortium Agreement

Authorised to sign on behalf of

TELINT RTD Consultancy Services LTD

Signature:



**Efthymia Makri
Director**

Date:

26/11/2013

DESSIN Consortium Agreement



Authorised to sign on behalf of

UFT Umwelt- und Fluid-Technik Dr. H. Brombach GmbH

Signature:

Date: 26-NOV-2013

**Dr. Gebhard Weiß
CEO**

Signature:

Date: 26-NOV-2013

**Dieter Haeussler
CEO**

DESSIN Consortium Agreement

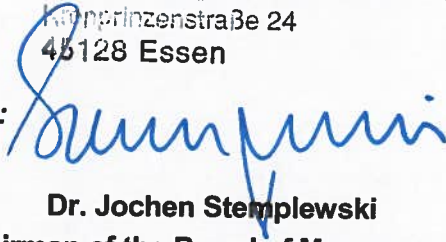
Authorised to sign on behalf of

Emschergenossenschaft

Emschergenossenschaft

Königsprinzenstraße 24
45128 Essen

Signature:



Date: 25/11/2013

Dr. Jochen Stemplewski
Chairman of the Board of Management

Signature:

Date:

Dr. Emanuel Grün
Member of the Board

DESSIN Consortium Agreement

Authorised to sign on behalf of

Etaireia Ydreuseos Kai Apochetefseos Proteyoysis Anonimi Etaireia

Signature:



Date: 29.11.2013

**Ioannis Passios
Executive Director of Development and Infrastructure**

Signature:

Date:

**Athanasios Magoulas
Director of Quality**

DESSIN Consortium Agreement

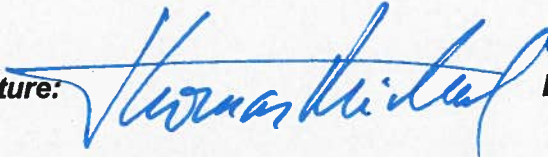
Authorised to sign on behalf of	
Oslo Kommune	
Signature: <i>Per Kristiansen</i>	Date: <i>4.12.2013</i>
Per Kristiansen Director	
	
Signature:	Date:
#Name Signatory 2 [optional], #Position Signatory 2 [optional]	

DESSIN Consortium Agreement

Authorised to sign on behalf of

CETaqua, Centro Tecnológico del Agua, Fundación Privada

Signature:



**Dr. Tomas Alexander Michel Mayer
General Director**

CETaqua
CENTRO TECNOLÓGICO DEL AGUA

Date:

27 NOV. 2013

DESSIN Consortium Agreement

Authorised to sign on behalf of

DHI

Signature:



Date: 29-11-13

**Jørn Rasmussen
Director R&D**

Signature:



Date: 29-11-2013

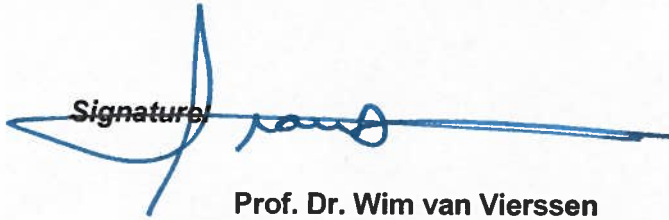
**Dr. Jacob Høst Madsen
Managing Director DHI Solutions**

DESSIN Consortium Agreement

Authorised to sign on behalf of

KWR Water B.V.

Signature



Date: 26-11-2013

Prof. Dr. Wim van Vierssen
CEO

KWR Water B.V.
Groningehaven 7
Postbus 1072
3430 BB Nieuwegein

DESSIN Consortium Agreement

Authorised to sign on behalf of

National Technical University of Athens

Signature:  **Date:** 27 NOV. 2013

Prof. Dr. Ioannis N. Avaritsiotis
Vice Rector



Signature:

Date:

Prof. Dr. Simos E. Simopoulos
Rector

DESSIN Consortium Agreement

Authorised to sign on behalf of

Stiftelsen SINTEF

Signature: *Hanne Rønneberg*

Date: *29/11-13*

Hs
Dr. Hanne Rønneberg
Executive Vice President

Signature: *Bjørn Iversen*

Date: *29/11-13*

Bjørn Iversen
Head of Financial Department

DESSIN Consortium Agreement

Authorised to sign on behalf of

Universität Duisburg-Essen

Signature:

Date:

**Wolfgang Sellinat
Budget Director**

**Universität Duisburg-Essen
Campus Essen
Der Kanzler
I.A.**

Signature:

Date: 25.11.2013



**Astrid Hilker
Head of Department Research Affairs / Third Party Funding**



DESSIN Consortium Agreement

Attachment 1: Background included

Access Rights to Background made available to the Parties:

1	IWW Rheinisch-Westfälisches Institut für Wasser Beratungs- und Entwicklungsgesellschaft mbH
2	Amphos 21 Consulting SL
3	ADELPHI Research gGmbH
4	Technisch Bureau W.M. Bruine de Bruin B.V.
5	Chemical Technology P. Dimopoulou – P. Tazes & Co. OE
6	ECOLOGIC INSTITUT gemeinnützige GmbH
7	Inrigo Water AS
8	Leif Kølner Ingeniørfirma A/S
9	SEGNO Industrie Automation GmbH
10	TELINT RTD Consultancy Services LTD
11	UFT Umwelt- und Fluid-Technik Dr. H. Brombach GmbH
12	Emschergenossenschaft
13	Etaireia Ydreuseos Kai Apochetefseos Proteyoysis Anonimi Etaireia
14	Oslo Kommune
15	CETaqua, Centro Tecnológico del Agua, Fundación Privada
16	DHI <ul style="list-style-type: none">• MIKE CUSTOMISED Software components (made available within the project and for a limited time beyond the project for non-commercial use).
17	KWR Water B.V.
18	National Technical University of Athens
19	Stiftelsen Sintef
20	Universität Duisburg-Essen <ul style="list-style-type: none">• Universität Duisburg-Essen grants Access Rights for the purpose of this Project only to Background generated by Prof. Dr. André Niemann, Faculty of Engineering, Chair

DESSIN Consortium Agreement

for Hydraulic Engineering and Water Resources Management, and the research group of Prof. Dr. Daniel Hering, Faculty of Biology, Chair for Aquatic Ecology, and the members of their working groups directly involved in this Project and pertaining to the field of the Project, thereby excluding Access Rights to any other Background owned by them.

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

DESSIN Consortium Agreement

Attachment 2: Background excluded

Background excluded from Access Rights:

1	IWW Rheinisch-Westfälisches Institut für Wasser Beratungs- und Entwicklungsgesellschaft mbH
2	Amphos 21 Consulting SL
3	ADELPHI Research gGmbH
4	Technisch Bureau W.M. Bruine de Bruin B.V.
5	Chemital Technology P. Dimopoulou – P. Tazes & Co. OE
6	ECOLOGIC INSTITUT gemeinnützige GmbH
7	Inrigo Water AS
8	Leif Kølner Ingeniørfirma A/S
9	SEGNO Industrie Automation GmbH
10	TELINT RTD Consultancy Services LTD
11	UFT Umwelt- und Fluid-Technik Dr. H. Brombach GmbH
12	Emschergenossenschaft
13	Etaireia Ydreuseos Kai Apochetefseos Proteyoysis Anonimi Etaireia
14	Oslo Kommune
15	CETaqua, Centro Tecnológico del Agua, Fundación Privada <ul style="list-style-type: none">• hydROL Geochemical Modelling Software methodology resulting from the project• LIFE08 ENV/E/000117 ENSAT (Enhancement of Soil Aquifer Treatment to Improve the quality of Recharge Water in the Llobregat River Delta Aquifer). The software is based on the existing code RBC RETRASO and is designed to model hydraulic and geochemical processes using a 1D finite elements numerical model.• All Background, intellectual property rights and other data, information, material and know-how, whether it may be protected under intellectual property laws or not and whether it is protected as a matter of such laws without prior application or registration or not, that has been or will be created or obtained by CETaqua outside the scope and field of this Consortium Agreement and any such information which is not expressly introduced into the Project.

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16	DHI
17	KWR Water B.V.
18	National Technical University of Athens
19	Stiftelsen Sintef
20	Universität Duisburg-Essen <ul style="list-style-type: none">• Universität Duisburg-Essen hereby excludes from its obligation to grant Access Rights to Background Knowledge all Background generated by the University other than that generated by the members of the research group of Prof. Dr. André Niemann, Faculty of Engineering, Chair for Hyrdaulic Engineering and Water Resources Management, and the research group of Prof. Dr. Daniel Hering, Faculty of Biology, Chair for Aquatic Ecology, who are directly involved in carrying out the Project.

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

DESSIN Consortium Agreement

Attachment 3: Accession document

ACCESSION

of a new Party to

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

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE EC-GA]

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

IWW Rheinisch-Westfälisches Institut für Wasser Beratungs- und Entwicklungsgesellschaft mbH

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] Mülheim an der Ruhr

IWW Rheinisch-Westfälisches Institut für Wasser Beratungs- und Entwicklungsgesellschaft mbH

Signature(s)

Name(s)

Title(s)

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Attachment 4: Listed Affiliated Entities

1	IWW Rheinisch-Westfälisches Institut für Wasser Beratungs- und Entwicklungsgesellschaft mbH: <ul style="list-style-type: none">IWW Rheinisch-Westfälisches Institut für Wasserforschung gemeinnützige GmbH
2	Amphos 21 Consulting SL
3	ADELPHI Research gGmbH
4	Technisch Bureau W.M. Bruine de Bruin B.V.
5	Chemical Technology P. Dimopoulou – P. Tazes & Co. OE
6	ECOLOGIC INSTITUT gemeinnützige GmbH
7	Inrigo Water AS
8	Leif Kølner Ingeniørfirma A/S
9	SEGNO Industrie Automation GmbH
10	TELINT RTD Consultancy Services LTD
11	UFT Umwelt- und Fluid-Technik Dr. H. Brombach GmbH
12	Emschergenossenschaft
13	Etaireia Ydreyses Kai Apochetefseos Proteyoysis Anonimi Etaireia
14	Oslo Kommune
15	CETaqua, Centro Tecnológico del Agua, Fundación Privada <ul style="list-style-type: none">"Affiliate" for CETaqua, Centro Tecnológico del Agua, Fundación Privada, means any company which part of the capital, whatever percentage it is, is held by Sociedad General de Aguas de Barcelona, S.A., a company existing under the Laws of Spain.
16	DHI <ul style="list-style-type: none">DHI Group companies
17	KWR Water B.V.
18	National Technical University of Athens
19	Stiftelsen Sintef

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20 Universität Duisburg-Essen

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Attachment 5: List of Third Parties

List of Third Parties to which transfer of Foreground is possible with prior notice to the other Parties and for which the other Parties have waived their right to object.

1	IWW Rheinisch-Westfälisches Institut für Wasser Beratungs- und Entwicklungsgesellschaft mbH <ul style="list-style-type: none">IWW Rheinisch-Westfälisches Institut für Wasserforschung gemeinnützige GmbH
2	Amphos 21 Consulting SL
3	ADELPHI Research gGmbH
4	Technisch Bureau W.M. Bruine de Bruin B.V.
5	Chemical Technology P. Dimopoulou – P. Tazes & Co. OE
6	ECOLOGIC INSTITUT gemeinnützige GmbH
7	Inrigo Water AS
8	Leif Kølner Ingeniørfirma A/S
9	SEGNO Industrie Automation GmbH
10	TELINT RTD Consultancy Services LTD
11	UFT Umwelt- und Fluid-Technik Dr. H. Brombach GmbH
12	Emschergenossenschaft <ul style="list-style-type: none">Lippeverband
13	Etaireia Ydreyses Kai Apochetefseos Proteyoysis Anonimi Etaireia
14	Oslo Kommune
15	CETaqua, Centro Tecnológico del Agua, Fundación Privada <ul style="list-style-type: none">Aigües de Barcelona, Empresa Metropolitana de Gestió del Cicle Integral de l'Aigua, S.A..Aqualogy Aqua Ambiente Servicios Integrales S.A.U.
16	DHI <ul style="list-style-type: none">DHI Group companies

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17 KWR Water B.V.

18 National Technical University of Athens

19 Stifelsen Sintef

20 Universität Duisburg-Essen