

Consortium Agreement



FutuRaM



Version V4.2

(Based on DESCA – Model Consortium Agreement for Horizon Europe, version 1, December 2021)

Table of Contents

1	Definitions	5
2	Purpose	6
3	Entry into force, duration and termination	6
4	Responsibilities of Parties.....	7
5	Liability towards each other	9
6	Governance structure	10
7	Financial provisions	15
8	Results.....	18
9	Access Rights	20
10	Non-disclosure of information	23
11	Miscellaneous	25
12	Signatures	28
	Attachment 1: Background included.....	54
	Attachment 2: Accession document	87
	Attachment 3: List of third parties for simplified transfer according to Section 8.3.2.	88
	Attachment 4: Identified entities under the same control according to Section 9.5	89

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is based upon Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027), laying down its rules for participation and dissemination (hereinafter referred to as “Horizon Europe Regulation”), and on the European Commission’s General Model Grant Agreement and its Annexes, and is made on 1st June 2022, hereinafter referred to as the Effective Date

BETWEEN:

- 1. WASTE OF ELECTRICAL AND ELECTRONICAL EQUIPMENT FORUM AISBL (WEEE Forum)**, with legal address BLUEPOINT CONFERENCE AND BUSINESS CENTRE, BOULEVARD AUGUSTE REYERSLAAN 80, B-1030 BRUSSEL/BRUXELLES, BELGIUM, **the Coordinator**
- 2. UNITED NATIONS INSTITUTE FOR TRAINING AND RESEARCH (UNITAR)**, with legal address AVENUE DE LA PAIX 7, 1202 GENEVA, SWITZERLAND
- 3. BUNDESANSTALT FUER GEOWISSENSCHAFTEN UND ROHSTOFFE (BGR)**, with legal address STILLEWEG 2, 30655 HANNOVER, GERMANY
- 4. BOLIDEN MINERAL AB**, with legal address 936 81 BOLIDEN, SWEDEN
- 5. BUREAU DE RECHERCHES GEOLOGIQUES ET MINIERES (BRGM)**, with legal address 3 AVENUE CLAUDE GUILLEMIN, 45060 ORLEANS, FRANCE
- 6. CHALMERS TEKNISKA HOEGSKOLA AB**, with legal address DEPARTMENT OF TECHNOLOGY MANAGEMENT AND ECONOMICS, 41296 GOETEBORG, SWEDEN
- 7. GEOLOŠKI ZAVOD SLOVENIJE (GeoZS)**, with legal address DIMIČEVA 14, 1000 LJUBLJANA, SLOVENIA
- 8. GEOLOGIAN TUTKIMUSKESKUS (GTK)**, with legal address VUORIMIEHENTIE 5, 02151 ESPOO, FINLAND
- 9. DUNCAN KUSHNIR (DKu)**, with legal address OSTEN UNDENS GATA 180, LGH 1004, 227 52 LUND, SWEDEN
- 10. LUDWIG-MAXIMILIANS-UNIVERSITAET MUENCHEN (LMU)**, with legal address GESCHWISTER SCHOLL PLATZ 1, 80539 MUENCHEN, GERMANY
- 11. LOVISAGRUVAN AB**, with legal address Lovisagruvan AB, Box 250, 711 04 STORÅ
- 12. RECHARGE**, with legal address AVENUE DE Tervueren 168 3, 1150 BRUXELLES, BELGIUM
- 13. SVERIGES GEOLOGISKA UNDERSOKNING (SGU)**, with legal address VILLAVAEGEN 18, S-75128 UPPSALA, SWEDEN
- 14. SOCIEDADE PORTUGUESA DE INOVACAO CONSULTADORIA EMPRESARIAL E FOMENTO DA INOVACAO S.A. (SPI)**, with legal address AV. MARECHAL GOMES DA COSTA, 1376, 4150-356 PORTO, PORTUGAL
- 15. TECHNISCHE UNIVERSITAT BERLIN (TUB)**, with legal address STRASSE DES 17 JUNI 135, 10623 BERLIN, GERMANY

16. UNIVERSITY OF BELGRADE - FACULTY OF MINING AND GEOLOGY (UB), with legal address DJUSINA 7, 11000 BELGRADE, SERBIA

17. UNIVERSITEIT LEIDEN (ULEI), with legal address RAPENBURG 70, 2311 EZ, LEIDEN, NETHERLANDS

18. VLAAMSE INSTELLING VOOR TECHNOLOGISCH ONDERZOEK N.V. (VITO), with legal address BOERETANG 200, 2400 MOL, BELGIUM

19. WEEECYCLING, with legal address 13 ROUTE DES IFS, 76400 TOURVILLE LES IFS, FRANCE

hereinafter, jointly or individually, referred to as “Beneficiaries” or “Beneficiary”

AND

20. MACE, with legal address 155 MOORGATE, EC2M 6XB LONDON, UNITED KINGDOM

21. EIDGENOSSISCHE MATERIALPRÜFUNGS- UND FORSCHUNGSANSTALT (EMPA), with legal address UEBERLANDSTRASSE 129, 8600 DUBENDORF, SWITZERLAND

22. OTANMAKI MINE OY, with legal address KIILAKIVENTIE 1, 90250 OULU, FINLAND

23. STIFTUNG GEMEINSAMES RÜCKNAHMESYSTEM BATTERIEN (GRS), with legal address HEIDENKAMPSWEG 44, 20097 HAMBURG, GERMANY

24. EUROPEAN METAL RECYCLING LIMITED (EMR), with legal address SIRIUS HOUSE, DELTA CRESCENT WESTBROOK, WARRING, WA5 7NS WARRINGTON, UNITED KINGDOM

25. REPIC LIMITED, with legal address REPIC HOUSE, WATERFOLD BUSINESS PARK, BL9 7BR, BURY, UNITED KINGDOM

26. UNIVERSITY COLLEGE LONDON (UCL), with legal address GOWER STREET, WC1E 6BT LONDON, UNITED KINGDOM

hereinafter, jointly or individually, referred to as “Associated Partners” or “Associated Partner”

Beneficiaries and Associated Partners, hereinafter, jointly or individually, referred to as “Parties” or “Party”

relating to the Action entitled

Future Availability of Secondary Raw Materials

in short

FutuRaM

hereinafter referred to as “**Project**”

WHEREAS:

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 Definitions

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

1.2 Additional Definitions

“Consortium Body”

Consortium Body means any management body described in Section 6 (Governance Structure) of this Consortium Agreement.

“Consortium Plan”

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

“Granting Authority”

means the body awarding the grant for the Project.

“Defaulting Party”

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

“EC Financial Contribution”

Funding received from the Granting Authority for the performance of the Project by the Beneficiaries.

“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.

“Proposal”

Proposal means the proposal submitted by the Parties to topic HORIZON-CL4-2021-RESILIENCE-01-03 as time stamped by the Granting Authority on the 23rd September 2021 (17:41 CEST), which was successfully awarded and forms the basis of the Project.

“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.

2 Purpose

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

3 Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

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

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

If

- the Grant Agreement is not signed by the Granting Authority or a Beneficiary, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated, or
- where applicable, national funding for an Associated Partner is terminated.

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 Project incurred prior to the date of termination, unless otherwise agreed between the General Assembly and the leaving Party. This includes the obligation to provide all necessary input, deliverables and documents for the period of its participation.

4 Responsibilities of Parties

4.1 General principles

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

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

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

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

4.2 Breach

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

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

4.3 Involvement of third parties

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

does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

4.4 Specific responsibilities regarding data protection

Each Party is responsible for ensuring that their collection, processing and sharing of personal data and / or special categories of personal data ("Personal Data") are in compliance with applicable data protection laws (the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR") and relevant national data protection law applicable to said Party). The Parties will therefore ensure the legal foundation for the processing of Personal Data and ensure the contractual basis and take required security measures in accordance with the GDPR before sharing any Personal Data. The Parties agree that any sharing of Personal Data to the widest extent possible will be in completely anonymized form not containing any personal identifiable data and therefore not subject to GDPR. If it is not possible for the Parties to share Personal Data in completely anonymized form the Parties agree to use the most recent EU provided templates for transfer of Personal Data and for processing of Personal Data.

When entering this Consortium Agreement and fulfilling the contractual obligations, the Parties process information about the employees of the Parties who are part of this Consortium Agreement and other persons, of which it is necessary for the completion of this Consortium Agreement. Each Party is the individual data controller in regard of the processing of such information. Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws within the scope of the performance and administration of the Project and of this Consortium Agreement.

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

The following special clause applies to this Consortium Agreement: the specific obligations included in first two paragraphs of this Section 4.4 do not apply with regard to the United Nations Institute for Training and Research (UNITAR). UNITAR applies the United Nations Personal Data Protection and Privacy Principles (United Nations Privacy Principles), setting out a basic framework for the processing of personal data by, or on behalf of, the United Nations System Organizations in carrying out their mandates. These Principles uphold the fundamental right to privacy enshrined in several instruments of international human rights law adopted under the auspices of the United Nations, as well as in the Guidelines for the Regulation of Computerized Personal Data Files adopted by the United Nations General Assembly in 1989.

4.5 Associated Partners

4.5.1

Associated Partners must implement the Action tasks attributed to them in Annex 1 in accordance with Article 11. The tasks must be set out in Annex 1. They may not charge costs or contributions to the Action and the costs for their tasks are not eligible. They may however receive funds independently from alternative sources, such as but not limited to national funding. In accordance with Article 9.1 of the Grant Agreement, notwithstanding any other provision in this Consortium Agreement, the Associated Partners shall only be subject to the provisions of Articles 11 (proper implementation), 12 (conflict of interests), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (recordkeeping) of the Grant Agreement.

4.5.2

Rights and responsibilities for Beneficiaries in the Grant Agreement Article 16 (Intellectual Property) and Annex 5 will also apply to Associated Partners *mutatis mutandis* as if they were Beneficiaries.

4.5.3

It is hereby acknowledged by the Associated Partners that the bodies mentioned in Article 25 of the Grant Agreement can exercise their rights also towards the Associated Partners to the extent applicable.

5 Liability towards each other

5.1 No warranties

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

Therefore,

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

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.

A Beneficiary's aggregate liability towards the other Parties collectively shall be limited to once the Beneficiary's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement. An Associate Partner's liability towards the other Parties collectively shall be limited to once the Associate Partner's share of the total costs as identified in Proposal.

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

5.3 Damage caused to third parties

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

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

6 Governance structure

6.1 General structure

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

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

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

The **Project Management Team (PMT)** assists the General Assembly and the Coordinator.

6.2 Members

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

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

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

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

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

6.3 Operational procedures for the General Assembly:

6.3.1 Representation in meetings

Any Member:

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

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings:

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

6.3.2.2 Notice of a meeting

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

6.3.2.3 Sending the agenda:

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

6.3.2.4 Adding agenda items:

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

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

6.3.2.5

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

6.3.2.6

Meetings of the General Assembly may also be held by tele- or videoconference or other telecommunication means or any of these means combined with an in-person meeting.

6.3.2.7

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

6.3.3 Decisions without a meeting

Any decision may also be taken without a meeting if

- a) the Coordinator circulates to all Members of the General Assembly a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party and
- b) the decision is agreed by 51% of all Parties.

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

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

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

6.3.4 Voting rules and quorum

6.3.4.1

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

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

6.3.4.2

Each Member present or represented in the meeting shall have one vote. An Associated Partner may not vote on a decision regarding the distribution or use of the EC Financial Contribution.

6.3.4.3

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

6.3.4.4

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

6.3.5 Veto rights

6.3.5.1

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

6.3.5.2

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

6.3.5.3

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

6.3.5.4

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

6.3.5.5

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

6.3.5.6

A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them. An Associated Partner may not veto a decision regarding the distribution or use of the EC Financial Contribution.

6.3.5.7

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

6.3.6 Minutes of meetings

6.3.6.1

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

6.3.6.2

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

6.3.6.3

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

6.3.7 Decisions of the General Assembly

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

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

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

Evolution of the consortium

- Entry of a new Party to the Project and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the Project and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party

- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Granting Authority for a change of the Coordinator
- Proposal to the Granting Authority for suspension of all or part of the Project
- Proposal to the Granting Authority for termination of the Project and the Consortium Agreement

Appointments

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

- Advisory Board Members
- Project Management Team Members

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

6.4 Coordinator

6.4.1

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

6.4.2

In particular, the Coordinator shall be responsible for:

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

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

6.4.3

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

6.4.4

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

6.4.5

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

6.5 Advisory Board (AB)

An Advisory Board (AB) will be appointed and steered by the General Assembly. The AB shall assist and facilitate the decisions made by the General Assembly. The AB will guarantee that a wide network of change agents provides important input, other relevant actors are identified, and the network is maintained and extended.

The Coordinator will ensure that a non-disclosure agreement is executed between all Parties and each AB member.

Its terms shall be not less stringent than those stipulated in this Consortium Agreement, and it shall be concluded no later than 30 days after their nomination or before any confidential information will be exchanged/disclosed, whichever date is earlier.

6.6 Project Management Team (PMT)

The **Project Management Team (PMT)** shall be proposed by the Coordinator. The PMT will comprise, as a minimum, the WP Leaders and will ensure the integration of research efforts, report regularly on progress and take action on issues. The members of the PMT shall be appointed by the General Assembly and shall assist and facilitate the work of the General Assembly. The PMT shall provide assistance to the Coordinator for executing the decisions of the General Assembly. It shall be responsible for the day-to-day management of the Project.

7 Financial provisions

7.1 General Principles

7.1.1 Distribution of the EC Financial Contribution

The EC Financial Contribution of the Granting Authority to the Project shall be distributed by the Coordinator according to:

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

A Beneficiary 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 Beneficiary shall be solely responsible for justifying its costs (and those of its Affiliated Entities, if any) with respect to the Project towards the Granting Authority. Neither the Coordinator nor any of the other Beneficiaries shall be in any way liable or responsible for such justification of costs towards the Granting Authority.

7.1.3 Funding Principles

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

A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

7.1.4 Excess payments

A Beneficiary has received excess payment if, after the Coordinator has received the final payment from the Granting Authority, the total payment the Beneficiary has received from the Coordinator exceeds the amount declared and accepted by the Granting Authority.

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

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

7.1.5 Revenue

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

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

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

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

7.2 Payments

7.2.1 Payments to Beneficiaries are the exclusive task of the Coordinator.

In particular, the Coordinator shall:

notify the Beneficiary 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 EC Financial Contribution to the Project separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

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

7.2.2

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

Funding of costs included in the Consortium Plan (**Pre-financing**) will be paid by the Coordinator to the Beneficiaries after receipt of payments from the Granting Authority in separate instalments as agreed below:

50% of the Pre-financing	on receipt of Pre-financing from the Granting Authority
50% of the Pre-financing	on submission of the first six-monthly internal report on finance and effort, and its approval by the Coordinator

The interim and final payments will be paid by the Coordinator to the Beneficiaries after receipt from the Granting Authority without undue delay, in accordance with the provisions of the Grant Agreement and according to the Consortium Plan.

Funding for costs accepted by the Granting Authority will be paid by the Coordinator to the Beneficiary concerned.

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

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

7.2.3

For the avoidance of doubt, funding allocated to Associated Partners from national funding is separate from the EC Financial Contribution and cannot be reallocated to Beneficiaries.

8 Results

8.1 Ownership of Results

Results are owned by the Party (and/or the Party's employee(s) in cases where required by national laws and regulations) that generates them.

8.2 Joint ownership

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

Unless otherwise agreed:

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

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

8.3 Transfer of Results

8.3.1

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

8.3.2

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

8.3.3

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties under the Consortium Agreement and the Grant Agreement will not be affected by such transfer. Any addition to Attachment (3) after signature of this Consortium Agreement requires a decision of the General Assembly.

8.3.4

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

8.3.5

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

8.4 Dissemination

8.4.1

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

8.4.2 Dissemination of own (including jointly owned) Results

8.4.2.1

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

Prior notice of any planned publication shall be given to the other Parties at least 45 calendar days before the publication. Such prior notice shall include sufficient information on the intended dissemination and the results to be disseminated, including a description of the publication topic. Any objection to the planned publication shall be made in accordance with the Grant Agreement by written notice to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

8.4.2.2

An objection is justified if

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

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

8.4.2.3

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

8.4.2.4

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

8.4.3 Dissemination of another Party's unpublished Results or Background

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

8.4.4 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and 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.

8.4.5 Use of names, logos or trademarks

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

8.4.6 Acknowledgement of national funding

If a publication or other dissemination activity requires acknowledgement of EC funding under Article 17 of the Grant Agreement, and the publication or other dissemination activity includes Results generated solely or Jointly with an Associated Partner, then, where applicable, acknowledgement of national funding to be provided by the Associated Partner shall be included.

9 Access Rights

9.1 Background included

9.1.1

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

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

9.1.2

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

9.2 General Principles

9.2.1

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

9.2.2

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

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

9.2.7

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

9.3 Access Rights for implementation

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

9.4 Access Rights for Exploitation

9.4.1 Access Rights to Results

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

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

9.4.2

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

9.4.3

A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

9.5 Access Rights for entities under the same control

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

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

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

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

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

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

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

9.6 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or 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

9.7.2.1.1 Defaulting Party

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

9.7.2.1.2 Non-defaulting Party

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

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

9.7.2.2 Access Rights to be granted by any leaving Party

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

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 Non-disclosure of information

10.1

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

10.2

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, 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 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 complies with the confidentiality obligations herein contained with respect to such copy.

10.3

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

10.4

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

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

10.5

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

10.6

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

10.7

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

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

11 Miscellaneous

11.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Accession document)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2)
- Attachment 4 (Identified entities under the same control)

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

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

11.2 No representation, partnership or agency

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

11.3 Formal and written notices

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

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

Formal notices:

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

Written notice:

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

11.4 Assignment and amendments

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

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

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

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 calendar days of the commencement of the mediation, the courts of Brussels shall have exclusive jurisdiction.

11.9 Special Clauses applicable to UN Agencies and Organizations

The following special clauses apply to this Consortium Agreement:

Applicable Law

Notwithstanding any reference to Belgian law in Articles 4.1 and 11.7, and to the reference to mediation in Brussels in accordance with the WIPO Mediation Rules and the exclusive jurisdiction of the courts of Brussels in Article 11.8 in this Consortium Agreement, with regard to the United Nations Institute for

Training and Research (UNITAR), this Consortium Agreement shall be based on general principles of law, including international commercial law.

All disputes arising out of or in connection with this Consortium Agreement to which the UNITAR is a Party, which cannot be solved amicably, shall be finally settled in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Rules by one or more arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Brussels unless otherwise agreed by the Parties.

The language to be used in the arbitration shall be English unless otherwise agreed upon.

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

In light of the privileges and immunities of the UNITAR, references in the UNCITRAL Rules and this provision to the place of arbitration shall connote only the actual location for the arbitral proceedings but shall not mean the “seat” or “juridical seat” or “juridical place” for such proceeding.

Privileges and Immunities

Nothing in this Consortium Agreement shall be constructed as a waiver of any privileges or immunities accorded to the UNITAR by its constituent documents or international law.

12 Signatures

The Parties agree that this Consortium Agreement can be executed by electronic signatures, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

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.

1. WASTE OF ELECTRICAL AND ELECTRONICAL EQUIPMENT FORUM AISBL

Signature:

Pascal Leroy

Name: Pascal Leroy

Title: Director General

Date 11/7/2022

2. UNITED NATIONS INSTITUTE FOR TRAINING AND RESEARCH

Signature: 

Name: Nikhil Seth

Title: Executive Director, UNITAR

Date 29 June 2022

3. BUNDESANSTALT FUER GEOWISSENSCHAFTEN UND ROHSTOFFE

Signature:

Ralph Watzel

Name: Prof. Dr. Ralph Watzel

Title: President BGR

Bundesanstalt für
Geowissenschaften und Rohstoffe
Stilleweg 2
30655 Hannover

Date

23.06.2022

4. BOLIDEN MINERAL AB

Signature: 

Name: Joanna Lindahl

Title: Acting Sustainability Director

Date 16/8 - 2022

5. BUREAU DE RECHERCHES GEOLOGIQUES ET MINIERES

Signature:

Name: Christophe POINSSOT

Title: Deputy Managing CEO and Scientific Director

Date

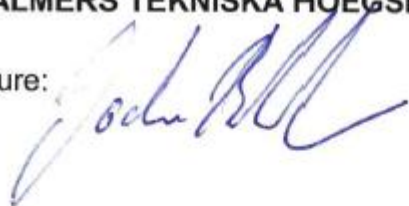
4 - 7 - 2022



Christophe POINSSOT
Directeur Général délégué
Directeur Scientifique

6. CHALMERS TEKNISKA HOGSKOLA AB

Signature:



Name: Joakim Björkdahl

Title: Professor, head of department

Date

June 29, 2022

7. GEOLOŠKI ZAVOD SLOVENIJE

Signature:

Name: dr. Miloš Bavec

Title: Director

Date 20-06-2022



8. GEOLOGIAN TUTKIMUSKESKUS (GTK)

Signature:

Name: Kimmo Tiilikainen

Title: Director General

Date

Signature:

Name: Olli Breilin

Title: Director, Operative Units

Date

SIGNATURES

This documents contains 1 pages before this page
Dokumentet inneholder 1 sider før denne siden

ALLEKIRJOITUKSET

Tämä asiakirja sisältää 1 sivua ennen tätä sivua
Dette dokument indeholder 1 sider før denne side

UNDERSKRIFTER

SIGNATURER

UNDERSKRIFTER

Detta dokument innehåller 1 sidor före denna sida

OLLI KALEVI BREILIN

Geologian tutkimuskeskus, FI02446807, PL 96 (Vuorimiehentie 5), 02151, Espoo

b5855eee-811b-45f5-8278-988464545339 - 2022-06-29 14:21:10 UTC +03:00

BankID / MobileID - 174880be-b767-4639-8437-9ff3926acecb - FI

Authority to sign - Asemavaltuutus - Ställningsfullmakt - Autoritet til å signere - Myndighed til at underskrive

KIMMO TIILIKAINEN

Geologian tutkimuskeskus, FI02446807, PL 96 (Vuorimiehentie 5), 02151, Espoo

72155381-dba9-4ed1-bd10-5f6863848501 - 2022-06-29 15:36:17 UTC +03:00

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Authority to sign - Asemavaltuutus - Ställningsfullmakt - Autoritet til å signere - Myndighed til at underskrive

9. DUNCAN KUSHNIR

Signature:


Name: Duncan Kushnir

Title: Sole Proprietor and Legal Representative

Date JUL 10, 2022

10. LUDWIG-MAXIMILIANS-UNIVERSITAET MUENCHEN

Signature:



Name: Dr. Rabea Samak

Title: Financial Officer



Date

11. LOVISAGRUVAN AB

Signature:



Name: Jan-Erik Björklund

Title: CEO

27/6 2022

Date

12. RECHARGE

Signature:

A handwritten signature in blue ink, appearing to be 'C. Chanson', written over a light blue horizontal line.

Name: Claude Chanson

Title: General Manager

Date

30-06-2022

13. SVERIGES GEOLOGISKA UNDERSOKNING

Signature:

A handwritten signature in blue ink, appearing to be 'Kaj Lax', written over a faint horizontal line.

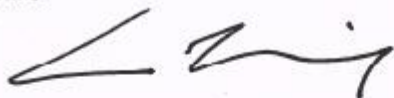
Name: Kaj Lax

Title: Head of Department

Date 2022-06-21

14. SOCIEDADE PORTUGUESA DE INOVACAO CONSULTADORIA EMPRESARIAL E FOMENTO DA INOVACAO SA

Signature:



Name: Prof. Augusto Medina

Title: President of the Board

Date: 11/07/2022



Signature:



Name: Dra. Mónica Coelho

Title: Member of the Board

Date: 19/07/2022

15. TECHNISCHE UNIVERSITÄT BERLIN

Signature:

Technische Universität Berlin
Die Präsidentin
im Auftrag
S. Köster-Riemann
Name: Dr. Silke Köster-Riemann
EC Liaison Officer

Title: Head of the EU-Office

27.06.2022

Date

16. UNIVERSITY OF BELGRADE - FACULTY OF MINING AND GEOLOGY

Signature:

B. Abolmasov

Name: prof. dr Biljana Abolmasov



Title: Dean

Date 22. 06. 2022

17. UNIVERSITEIT LEIDEN

Signature(s)

Name: Drs. E. van den Berg MBA

Title: Executive Director a.i.

Date 11-07-2022

18. VLAAMSE INSTELLING VOOR TECHNOLOGISCH ONDERZOEK N.V.

Signature:

Dirk
Fransaer

Digitally signed by Dirk Fransaer
DN: C=BE, O=Vlaamse Instelling voor
Technologisch Onderzoek,
SN=Fransaer, G=Dirk Jozef A.,
CN=Dirk Fransaer
Reason: I am approving this document
with my legally binding signature
Location: your signing location here
Date: 2022.06.20 20:40:03+02'00'
Foxit PDF Editor Version: 11.2.2

Name: Dirk Fransaer

Title: Managing Director

Date 20.06.2022

19. WEEECYCLING

Signature:

Name: Serge KIMBEL

Title: CEO

Date 27/06/2022

20. MACE

Signature: *James Low*

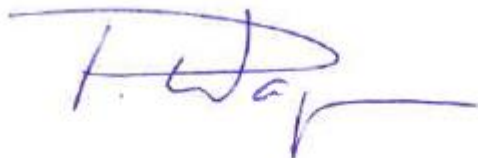
Name: James Low

Title: Global Head of Responsible Business

Date 04/07/2022

21. EIDGENÖSSISCHE MATERIALPRÜFUNGS- UND FORSCHUNGSANSTALT

Signature



Name: Dr. Patrick Wäger

Title: Head of Technology and Society Laboratory

Date

27.06.2022

Signature



Name: Marlen Müller

Title: Head of Knowledge and Technology Transfer / Legal

Date 28.06.2022

22. OTANMAKI MINE OY

Signature:



Name: Jouko Jylänki

Title: Chief Executive Officer

Date 17th June 2022

23. STIFTUNG GEMEINSAMES RUCKNAHMESYSTEM BATTERIEN

Signature:

Name: Georgios Chryssos

Title: Chairman of the Supervisory Board

Date 12.07.2022

24. EUROPEAN METAL RECYCLING LIMITED

Signature:

A handwritten signature in black ink that reads "Roger Morton". The script is cursive and fluid, with the first name "Roger" and last name "Morton" clearly distinguishable.

Name: Roger Morton

Title: Managing Director Technology and Innovation

Date 18 July 2022

25. REPIC LIMITED

Signature:



Name: Mark Frakes

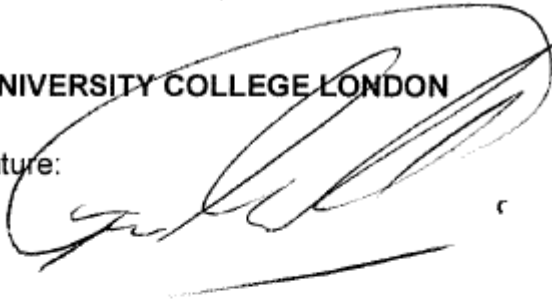
Title: Finance Director

Date



26. UNIVERSITY COLLEGE LONDON

Signature:

A handwritten signature in black ink, appearing to read 'Giles Machell', written over a large, loopy oval shape.

Name: Giles Machell

Title: Head of European Contract Management

Date 28/6/22

Attachment 1: Background included

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

PARTY 1

As to **WASTE OF ELECTRICAL AND ELECTRONICAL EQUIPMENT FORUM AISBL**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
The Key Figures platform is a platform with proprietary information about quantities of electrical and electronic equipment placed on the market by producer represented by PROs as well as quantities of WEEE and confidential yet anonymized cost data.	Cannot be disclosed for use in implementation. Can only be used as part of aggregations.	Cannot be disclosed for use in exploitation. Can only be used as part of aggregations.
For some products REPIC (Affiliated Entity of the WEEE Forum) may have a further breakdown of the types of products POM which gives more granularity than the POM reporting requirements required in the legislation. Where this is available, it will be provided.	Cannot be disclosed for use in implementation. Can only be used as part of aggregations.	Cannot be disclosed for use in exploitation. Can only be used as part of aggregations.

WF-RepTool is a platform with data about WEEE recycling and recovery rates of operations of recyclers reporting to PROs.	Cannot be disclosed for use in implementation.	Cannot be disclosed for use in exploitation.
REPIC (Affiliated Entity of the WEEE Forum) has data on the materials recycled and recovered from some WEEE operators in the UK. This data is similar to that held in Rep-Tool.	Cannot be disclosed for use in implementation.	Cannot be disclosed for use in exploitation.
The ProSUM project collected and developed data on e-waste, waste batteries and end of life vehicles in the urban mine of the 28 countries of the EU (prior to the exit of the UK) plus Norway and Switzerland. This data concerns quantities put on the market, the composition of products and the amount of waste being generated within these categories. This data came from a mixture of sources, private, public and confidential, as well as being generated through work within the project. In its aggregated form it is included in the Urban Mine Platform , which is a publicly accessible database developed in ProSUM. The background data remains with the partners of the ProSUM project, many of which are involved in FutuRaM. This data will be useful to FutuRaM.	The non-aggregated data can only be accessed and utilized by the organization that is currently in possession of it, and subject to the agreement of any third party that is the originator or part-owner of the data.	The non-aggregated data cannot be used in exploitation.
Ecosystem (Affiliated Entity of the WEEE Forum) is running several programs that aim to gather knowledge on the	Cannot be disclosed for use in implementation. Can only be used as part of aggregations.	The non-aggregated data cannot be used in exploitation.

<p>collected flow regarding two major axes:</p> <ul style="list-style-type: none"> - the share of appliance in each flow - the material composition of each appliance. <p>These two things combine to enable the project have an idea of the material composition of each flow. Ecosystem is also running some analysis on some components (PCB, magnet, LED). The analysis program includes critical raw material quantifications.</p>	<p>Shared under NDA</p>	<p>Cannot be disclosed for use in exploitation. Can only be used as part of aggregations.</p> <p>Shared under NDA</p>
<p>Data concerning the operation of PROs. These data concern: put on the market, WEEE collection per group, number of take backs, take back locations, kilometers travelled, waste destination, quantities managed and treated by treatment facilities.</p>	<p>Cannot be disclosed for use in implementation.</p>	<p>Cannot be disclosed for use in exploitation.</p>

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

PARTY 2

As to **UNITED NATIONS INSTITUTE FOR TRAINING AND RESEARCH**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
<p>The ProSUM project and the Global E-waste Statistics Partnership (of which UNITAR is a member) collected and developed data on secondary and critical raw materials found in WEEE and portable batteries contained in WEEE for each country in the world. ProSUM developed this for the of the EU, United Kingdom, plus Norway and Switzerland for waste batteries and end of life vehicles in the urban mine.</p> <p>This data concerns quantities put on the market, the composition of products and the amount of waste being generated within these categories. This data came from a mixture of sources, private, public and confidential, as well as being generated through work within the project. In its aggregated form it is included in the Urban Mine Platform, and www.globalewaste.org. The background data remains with the partners of the ProSUM project, many of which are</p>	<p>The non-aggregated data can only be accessed and utilized by the organization that is currently in possession of it, and subject to the agreement of any third party that is the originator or part-owner of the data.</p>	<p>The non-aggregated data cannot be used in exploitation.</p>

involved in FutuRaM. This data will be useful to FutuRaM.		
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 3

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

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

PARTY 4

As to **BOLIDEN MINERAL AB**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Internal documentation and knowledge regarding the closed mine Laisvall, including mineral and metal characterization of tailings and waste rocks.		

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

PARTY 5

As to **BUREAU DE RECHERCHES GEOLOGIQUES ET MINIERES**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Development and maintenance of mineral resources Information System. Urbanmineplatform.eu website	As data are open to the public and accessible today, the legal conditions remain the same for FutuRaM	The data will be updated, restructured and completed by other sources. FutuRaM aims to deliver an open data framework. The conditions of use of these new data will be the same for all the new FutuRaM datasets.
SURFER project dataset. Material composition of energy sector devices. Composition of French mining waste sites.	Previous works has been published.	
Recycling process for permanent magnets, slags and mining waste recovery		
The ProSUM project collected and developed data on e-waste, waste batteries and end of life vehicles in the urban mine of the 28 countries of the EU (prior to the exit of the UK) plus Norway and Switzerland. This data concerns quantities put on the market, the composition of products and the amount of	The non-aggregated data can only be accessed and utilized by the organization that is currently in possession of it, and subject to the agreement of any third party that is the originator or part-owner of the data.	The non-aggregated data cannot be used in exploitation.

waste being generated within these categories. This data came from a mixture of sources, private, public and confidential, as well as being generated through work within the project. In its aggregated form it is included in the Urban Mine Platform , which is a publicly accessible database developed in ProSUM. The background data remains with the partners of the ProSUM project, many of which are involved in FutuRaM. This data will be useful to FutuRaM.		
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 6

As to **CHALMERS TEKNISKA HOEGSKOLA AB**, it is agreed between the Parties that, to the best of their knowledge,

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
<p>The ProSUM project collected and developed data on e-waste, waste batteries and end of life vehicles in the urban mine of the 28 countries of the EU (prior to the exit of the UK) plus Norway and Switzerland. This data concerns quantities put on the market, the composition of products and the amount of waste being generated within these categories. This data came from a mixture of sources, private, public and confidential, as well as being generated through work within the project. In its aggregated form it is included in the Urban Mine Platform, which is a publicly accessible database developed in ProSUM. The background data remains with the partners of the ProSUM project, many of which are involved in FutuRaM. This data will be useful to FutuRaM.</p>	<p>The non-aggregated data can only be accessed and utilized by the organization that is currently in possession of it, and subject to the agreement of any third party that is the originator or part-owner of the data.</p>	<p>The non-aggregated data cannot be used in exploitation.</p>

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

PARTY 7

As to **GEOLOŠKI ZAVOD SLOVENIJE**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Databases about quantities and qualities of secondary raw materials in ESEE area	Can be used with the acknowledgment of the source	Can be used with the acknowledgment of the source
ProSUM data – mining waste - are part of MIN4EU DB (metadata description available here: https://egdi.geology.cz/record/basic/5f8008e9-7928-4ef3-a0d2-42e70a010833).	Data are accessible under licence. Creative Commons BY 4.0 (<i>The Polish data are shared under the more restrictive CC BY-NC-ND license.</i>) There are no limitations to public access.	Data are accessible under licence. Creative Commons BY 4.0 (<i>The Polish data are shared under the more restrictive CC BY-NC-ND license.</i>) There are no limitations to public access.

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

PARTY 8

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Mine waste site data that is directly related to the Project and that is completely owned by GTK without any restriction of further processing or sublicensing	Any access to the data will be subject to the terms of the applicable GTK licenses, currently e.g. https://www.gtk.fi/en/basic-licence/ or https://www.gtk.fi/en/open-licence/ (subject to change).	Any access to the data will be subject to the terms of the applicable GTK licenses, currently e.g. https://www.gtk.fi/en/basic-licence/ or https://www.gtk.fi/en/open-licence/ (subject to change).

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

PARTY 9

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Data used for results	No restrictions. The input data is sourced from public datasets and published work, with permission and full attribution.	No restrictions. the output data produced in this project will be provided in its entirety, with a royalty free and perpetual license.
Modeling software	No restrictions. The input data is sourced from public datasets and published work, with permission and full attribution.	Partial restriction. The methods and algorithms used are in public domain and will be described in scientific detail. Source code for scientific algorithms can be provided under a permissive public license, e.g. GPL. Some data processing and distributed computation implementations for e.g. faster calculation will not be provided.

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

PARTY 10

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

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

PARTY 11

As to **LOVISAGRUVAN AB**, it is agreed between the Parties that, to the best of their knowledge,

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Lovisagruvans databases with results from investigation of geological, mineralogical, chemical etc. data for mining waste and drill core in the Håkansboda historical mining area.	All data necessary for the project for implementation will be made available to the project and project partners as needed.	All data necessary for the project for Exploitation will be made available to the project and project partners as needed.

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

PARTY 12

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Information relative to the battery recycling processes and outputs	No specific restrictions	No specific restrictions
Informations relative to the batteries technologies composition and trends	No specific restrictions	No specific restrictions
Informations relative to the composition of batteries placed on the market in the past years	No specific restrictions	No specific restrictions
The ProSUM project collected and developed data on e-waste, waste batteries and end of life vehicles in the urban mine of the 28 countries of the EU (prior to the exit of the UK) plus Norway and Switzerland. This data concerns quantities put on the market, the composition of products and the amount of waste being generated within these categories. This data came from a mixture of sources, private, public and confidential, as well as being generated through work within the project. In its aggregated	The non-aggregated data can only be accessed and utilized by the organization that is currently in possession of it, and subject to the agreement of any third party that is the originator or part-owner of the data.	The non-aggregated data cannot be used in exploitation.

form it is included in the Urban Mine Platform , which is a publicly accessible database developed in ProSUM. The background data remains with the partners of the ProSUM project, many of which are involved in FutuRaM. This data will be useful to FutuRaM.		
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 13

As to **SVERIGES GEOLOGISKA UNDERSÖKNING**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
The SGU mining waste background data will be made available for/and used within the FutuRaM project.	None	The non-aggregated data can only be used in exploitation under terms available from SGU and made accessible by SGU.

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

PARTY 14

As to **SOCIEDADE PORTUGUESA DE INOVACAO CONSULTADORIA EMPRESARIAL E FOMENTO DA INOVACAO SA**, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of SOCIEDADE PORTUGUESA DE INOVACAO CONSULTADORIA EMPRESARIAL E FOMENTO DA INOVACAO SA is Needed by another Party for implementation of the Project (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the action”) or Exploitation of that other Party's Results (Article 16.1 and its Annex 5 Grant Agreement, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”).

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

PARTY 15

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
<p>The ProSUM project collected and developed data on e-waste, waste batteries and end of life vehicles in the urban mine of the 28 countries of the EU (prior to the exit of the UK) plus Norway and Switzerland. This data concerns quantities put on the market, the composition of products and the amount of waste being generated within these categories. This data came from a mixture of sources, private, public and confidential, as well as being generated through work within the project. In its aggregated form it is included in the Urban Mine Platform, which is a publicly accessible database developed in ProSUM. The background data remains with the partners of the ProSUM project, many of which are involved in FutuRaM. This data will be useful to FutuRaM.</p>	<p>The non-aggregated data can only be accessed and utilized by the organization that is currently in possession of it, and subject to the agreement of any third party that is the originator or part-owner of the data.</p>	<p>The non-aggregated data cannot be used in exploitation.</p>

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

PARTY 16

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

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

PARTY 17

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

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

PARTY 18

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

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

PARTY 19

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Recycling process for permanent precious or strategic metals recovery	The non-aggregated data can only be accessed and utilized by the organization that is currently in possession of it, and subject to the agreement of any third party that is the originator or part-owner of the data.	The non-aggregated data cannot be used in exploitation.

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

PARTY 20

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Data pertaining to the case study focusing on the high speed rail building site (bulk materials).	Mace will not directly produce any data to the whole Consortium. Its data will only be shared directly with UCL. Mace’s sharing of data with UCL will be governed by a separate agreement between Mace and UCL. The use and exposure of this data will also be governed by this agreement.	Mace will not directly produce any data to the whole Consortium. Its data will only be shared directly with UCL. Mace’s sharing of data with UCL will be governed by a separate agreement between Mace and UCL. The use and exposure of this data will also be governed by this agreement.

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

PARTY 21

As to **EIDGENOSSISCHE MATERIALPRÜFUNGS- UND FORSCHUNGSANSTALT**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Data and results in the fields of Li-ion-batteries and electric and electronic devices embedded in vehicles generated by the Contractor within ongoing research projects, including, amongst others, the projects EVA II (Monitor für eingebettete Elektrogeräte in Autos), Fluoribat (Closing the fluorine cycle for lithium-ion batteries) and SARS LIB (CH-Branchenlösung zur LIB Entsorgung aus Fahrzeugen).	Data and results generated by the Contractor within these projects are to be treated confidentially and can only be made available after due publication. The restrictions do not apply to tacit knowledge and experience acquired by Empa collaborators in these projects.	Data and results generated by the Contractor within these projects are to be treated confidentially and can only be made available after due publication. The restrictions do not apply to tacit knowledge and experience acquired by Empa collaborators in these projects.

<p>The ProSUM project collected and developed data on e-waste, waste batteries and end of life vehicles in the urban mine of the 28 countries of the EU (prior to the exit of the UK) plus Norway and Switzerland. This data concerns quantities put on the market, the composition of products and the amount of waste being generated within these categories. This data came from a mixture of sources, private, public and confidential, as well as being generated through work within the project. In its aggregated form it is included in the Urban Mine Platform, which is a publicly accessible database developed in ProSUM. The background data remains with the partners of the ProSUM project, many of which are involved in FutuRaM. This data will be useful to FutuRaM.</p>	<p>The non-aggregated data can only be accessed and utilized by the organization that is currently in possession of it, and subject to the agreement of any third party that is the originator or part-owner of the data.</p>	<p>The non-aggregated data cannot be used in exploitation.</p>
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 22

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

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

PARTY 23

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

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

PARTY 24

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

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

PARTY 25

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

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
For some products REPIC may have a further breakdown of the types of products POM which gives more granularity than the POM reporting requirements required in the legislation. Where this is available, it will be provided.	Cannot be disclosed for use in implementation. Can only be used as part of aggregations.	Cannot be disclosed for use in exploitation. Can only be used as part of aggregations.
REPIC has data on the materials recycled and recovered from some WEEE operators in the UK. This data is similar to that held in Rep-Tool.	Cannot be disclosed for use in implementation.	Cannot be disclosed for use in exploitation.
The ProSUM project collected and developed data on e-waste, waste batteries and end of life vehicles in the urban mine of the 28 countries of the EU (prior to the exit of the UK) plus Norway and Switzerland. This data concerns quantities put on the market, the composition of products and the amount of waste being generated within these categories. This data came from a mixture of sources, private, public and confidential, as well as being	The non-aggregated data can only be accessed and utilized by the organization that is currently in possession of it, and subject to the agreement of any third party that is the originator or part-owner of the data.	The non-aggregated data cannot be used in exploitation.

generated through work within the project. In its aggregated form it is included in the Urban Mine Platform , which is a publicly accessible database developed in ProSUM. The background data remains with the partners of the ProSUM project, many of which are involved in FutuRaM. This data will be useful to FutuRaM.		
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This represents the status at the time of signature of this Consortium Agreement.

PARTY 26

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

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

Attachment 2: Accession document

ACCESSION

of a new Party to

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

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

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

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

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

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

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

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

For UNIVERSITY COLLEGE LONDON (UCL):

UCL Business Ltd
The Network Building,
97 Tottenham Court Road,
London, W1T 4TP

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

Boliden Mineral AB with all identified entities under the same control including potential future identified entities under the same control.