

Letter of Intent

Topic ID: HORIZON-MISS-2024-CLIMA-01-09: Systemic and cross-sectoral solutions for climate resilience, tailored to the local needs of regions and local authorities

To RINA Consulting S.p.A.

Letter of Intent

Dear Sirs,

The undersigned Zentrum für Soziale Innovation ("**Participant**") is interested to participate in the Call "HORIZON-MISS-2024-CLIMA-01 - Supporting the implementation of the EU Mission Adaptation to Climate Change", Topic "HORIZON-MISS-2024-CLIMA-01-09 - Systemic and cross-sectoral solutions for climate resilience, tailored to the local needs of regions and local authorities" published by the European Commission ("**EC**") within Horizon Europe (hereinafter "**Specific Call/Topic**"), by adhering to the project proposal "CLIMATION - Climate Change Adaptation of Local and Regional Infrastructures" (hereinafter "**CLIMATION**") to be submitted by a being executed Consortium coordinated by RINA CONSULTING S.P.A. ("**RINA-C**") for selection and funding by the EC.

With this Letter of Intent ("**LOI**") the undersigned Participant accepts the following terms and conditions for the above-mentioned participation to the **CLIMATION** Proposal.

Capitalized terms not defined herein shall have the same meaning as set forth in the Specific Call/Topic.

1. Purpose of the LOI

The undersigned Participant accepts to actively participate in the **CLIMATION** Proposal preparation and definition for the purpose of the selection in the Specific Call/Topic ("**Purpose**"), providing the necessary information for the **CLIMATION** Proposal, participating to preparatory meetings, allocating resources and meeting the requested planning and deadlines with reasonable care and skill.

1.2 The Participant will provide complete and accurate information for the purposes of meeting the administrative requirements of the **CLIMATION** Proposal according to the above mentioned Specific Call/Topic, in order to enable **RINA-C** to submit the required administrative forms and possible integrations to the funding authority or its delegated representative: failure to do so may result in the Participant exclusion from the Consortium, prior mandatory formal written notification to the concerned party with at least 3 working days of period notice.

1.3 The Participant shall use all reasonable endeavours for the purpose of the selection in the Specific Call/Topic.

2. Confidentiality

2.1 All the information marked as confidential regarding the structure and technical content of the **CLIMATION** Proposal ("**Confidential Information**") disclosed by one of the Participants ("**Disclosing Party**") is confidential and will not be disclosed by the receiving party ("**Receiving Party**") to any third party without the prior written approval of the Disclosing Party.

2.2 However, information shall not be considered confidential if:

- (a) it is already in the public domain by publication or otherwise or becomes available to the public through no breach of this LOI by the Receiving Party; or
- (b) it is in the Receiving Party's possession prior to receipt from the Disclosing Party as proven by its written documents; or
- (c) it is disclosed to the Receiving Party by another party without breach of any obligation of confidentiality;
- (d) it is required to disclose the Confidential Information under applicable law, rule or regulation or any applicable legal, competent judicial, governmental, administrative or regulatory order, authority or process. Provided that, subject to any applicable legal prohibitions, the Receiving Party shall give written notice to the Disclosing Party prior to such disclosure to allow the Disclosing Party to seek a protective order or other relief as appropriate.

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2.3 The Receiving Party shall acquire no proprietary interest in or right to the Confidential Information of the Disclosing Party.

2.4 Other than the license to use the Confidential Information in connection with the Purpose as expressly set out in this LOI, neither Party conveys to the other Party, any other licenses or any other rights such as, but not limited to, patents, utility models, trademarks or tradenames, nor does this LOI constitute any obligation of the Disclosing Party to grant or convey such rights to the Receiving Party.

2.5 The Participants shall be prohibited to use the content developed in the **CLIMATION** Proposal in any other competing project proposal addressing the above mentioned Specific Call/Topic even in case of their withdrawal.

3. Roles of Participants

3.1 The role of the Participants and of the Coordinator is detailed in the **CLIMATION** Proposal.

3.2 In particular, **RINA-C** is hereby empowered by the other Participants to act as the Coordinator pursuant to applicable regulations and therefore it is the sole authorized and entitled to submit the **CLIMATION** Proposal to the EC in the name and on behalf of all the Participants. In case the **CLIMATION** Proposal is selected for EC financial support, the Coordinator is empowered to coordinate the negotiation and to sign in the name and on behalf of all the Participants the Grant Agreement with the EC according to the rules of the Specific Call/Topic and according to the instructions provided by the Participants.

3.3 Each Participant undertakes to appoint an internal “contact person” that will be available during the **CLIMATION** Proposal preparation, to provide information on behalf of its entity for the purpose of developing the proposal.

3.4 Should a Participant decide to withdraw (without any charge or indemnity obligation) from the **CLIMATION** Proposal submission process, it commits to provide a written justification, so that **RINA-C** can forward it to the Consortium.

3.5 None of the Participants shall be authorised to represent any of the other Participant vis-à-vis and/or to act on behalf of any other Participant. The Parties agree that nothing in this LOI creates any expectation or obligation for any Participants to enter into any transaction, agreement or collaboration with any other Participants.

4. Limitation of financial obligation

4.1 The Participants agree that neither Participant shall be liable to the other, for any indirect and/or consequential damages as well as damages for loss of profits or revenue, loss of contracts or business opportunities in any manner or form arising from the execution of this LOI, unless otherwise provided, except in case of fraud, wilful misconduct and/or gross negligence.

4.2 The terms of this LOI shall not be construed as to any assumption of several and jointly liability. Each of the Participants shall be considered individually liable in regard to the **CLIMATION** Proposal.

4.3 It is understood and agreed that as far as the liabilities are concerned, arising out of the Consortium Agreement and/or in connection with the execution of the project, if awarded, the Consortium Agreement to be agreed upon between the Participants shall contain a specific regulation, including, amongst other, the allocation of liabilities and their limitations.

5. Amendments

Amendments or additions hereto must be accepted in writing by the Parties.

6. Costs and Expenses

Each Party shall be responsible for its own costs and expenses with regards to its technical and professional contribution to the **CLIMATION** Proposal, until the entry into force of the Grant Agreement.

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7. Coming into force and termination

This LOI shall come into force from the date of its signature by the Participants and shall expire when one of the following conditions occurs, whichever is the earliest:

- a. the execution of the Grant Agreement;
- b. the withdrawal from the **CLIMATION** Proposal submission process for any reason, with regard to such Participant;
- c. if the **CLIMATION** Proposal has been officially rejected, or the Specific Call/Topic is cancelled.

8. Governing Law and Disputes Resolution

This LOI is governed by the Laws of Belgium, without reference to its conflict of law principles.

All disputes arising in connection with this LOI, which cannot be settled amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Brussels and the language of the arbitration, including oral hearings, written evidence and correspondence, shall be English. The award of the arbitration will be final and binding upon the Consortium Participants. Nothing in this LOI shall limit the Participants right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

9. Compliance and Anti Corruption

9.1 Each Participant acknowledges that **RINA-C** in the pursuit of its business activities and its relationship management, refers to the principles contained in the Code of Ethics, in the Anti-Bribery Policy and in the Organizational Model in accordance with the Italian Legislative Decree 231/2001, available at the following links:

- https://shared.rina.org/SCresources/Documents/compliance_ethical_code_en.pdf
- <https://www.rina.org/en/-/media/Files/policies/RINA-Anti-Bribery-Policy.pdf>
- https://shared.rina.org/SCresources/Documents/231_mog_eng_consulting.pdf

RINA-C demands to its counterparties, in the pursuit of their business activities and in the management of their relationship with third parties, to refer to the same principles adopted by **RINA-C**.

9.2 RINA-C, as a company belonging to RINA Group, commits to and acts in full compliance with the Global Compact principles. The Global Compact principles concern the protection of human rights, workers safety, environmental protection and the fight against corruption in all its forms. The Parties agree, during the execution of this LOI: (i) to forbid the recourse to any illegal promise, offer or request of payment, in cash or other utility, in order to get an advantage in the relationship with their own stakeholders and (ii) to extend this prohibition to all their employees.

Place, Date: Vienna, 9.8.2024

Name

Signature

Organisation Official Stamp

Mag. Wolfgang Michalek

Executive Director

W. Michalek

