**CONSORTIUM AGREEMENT**

Relating to

**PROJECT [include project name]**

between

[NAME PARTNER]

[NAME PARTNER]

[NAME PARTNER]

and

[NAME PARTNER]

**[Include Project Reference]**

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This project consortium agreement (“**Consortium Agreement**”) is concluded on [date],

**BY AND BETWEEN:**

1. **[NAME OF PARTNER]**, a company/organisation incorporated and existing under the laws of [jurisdiction], having its registered office in [ZIP code and place], at [street address], , in this matter duly represented by [name of the representative], hereinafter referred to as “**[**•**]**”;
2. **[NAME OF PARTNER]**, a company/organisation incorporated and existing under the laws of [jurisdiction], having its registered office in [ZIP code and place], at [street address], , in this matter duly represented by [name of the representative], hereinafter referred to as “**[**•**]**”;
3. **[NAME OF PARTNER]**, a company/organisation incorporated and existing under the laws of [jurisdiction], having its registered office in [ZIP code and place], at [street address], , in this matter duly represented by [name of the representative], hereinafter referred to as “**[**•**]**”;

and

1. **[NAME OF PARTNER]**, a company/organisation incorporated and existing under the laws of [jurisdiction], having its registered office in [ZIP code and place], at [street address], , in this matter duly represented by [name of the representative], hereinafter referred to as “**[**•**]**”;

hereinafter jointly referred to as “**Parties**” and each individually as a “**Party**”.

**WHEREAS:**

1. The Parties have entered into an innovation PA (“**PA**”) with KIC InnoEnergy SE, a company incorporated and existing under the laws of the Netherlands, having its registered office at High Tech Campus Building 69 (5656 AG) Eindhoven, the Netherlands, registered with the trade register with the Dutch Chamber of Commerce under file number 51418886, hereinafter referred to as “**KIC SE**”, with regard to Project [•] (the “**Project**”) which became effective as of [date] (the “**Project Agreement**” or “**PA**”);
2. The Parties now wish to enter into a separate Consortium Agreement with regard to issues that are not covered in the PA including, without limitation, responsibilities of the Parties, liabilities of the Parties and access to IP;
3. By the signing hereof KIC SE approves the provisions of this Consortium Agreement in accordance with section 15.6 of the PA. For the avoidance of doubt, KIC SE shall not be considered as a party to the Consortium Agreement.

**HAVE AGREED AS FOLLOWS:**

1. DEFINITIONS
   1. For the purpose of this Consortium Agreement, definitions used herein will have the same meaning as described in the PA. Additionally, the following expressions shall have the following meanings except where the context clearly indicates otherwise:

|  |  |
| --- | --- |
| **Access Rights** | has the meaning given in Clause 9 |
| **Consortium Agreement** | means this consortium agreement, as amended from time to time |
| **Effective Date** | has the meaning given in Clause 3.1 |
| **Exploitation** | means the utilisation of Foreground IP and/or Background IP for developing, creating, making (including have made) and marketing a product or process, or for developing, creating and providing a service or technology (all referred individually as “**Product**”) |
| **Exploiting Partners** | has the meaning given in Clause 6 |
| **Force Majeure** | means any act, event or condition beyond the reasonable control of a Party that was not reasonably foreseeable and is not avoidable under normal circumstances, including but not limited to war, riot, acts of governments or any political subdivision thereof, fires, floods, explosions, or other catastrophes |
| **Jointly Owning Parties** | has the meaning given in Clause 7.7 |
|  |  |
| **Legitimate Owning Party** | has the meaning given in Clause 7.4 |
| **Non-Exploiting Partners** | has the meaning given in Clause 6 |
| **Party** or **Parties** | means a party to this Consortium Agreement, as indicated in the heading of this Consortium Agreement or by acceding as new Party in accordance with Clause 3.7 |
| **Project** | has the meaning given in Recital A |
| **PA** | has the meaning given in Recital A |
| **Schedule(s)** | means a schedule to this Consortium Agreement |
| **Third Parties** | means any person or legal entity other than the Parties or Affiliated Partner Entities of such Parties |

1. RELATION TO THE PA

Purpose

* 1. The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the general responsibilities of the Parties and the rights and obligations of the Parties concerning inter alia liability, Access Rights, Fee and dispute resolution.

Precedence

* 1. This Consortium Agreement consists of the body and the Schedules. The body of this Consortium Agreement shall prevail over the Schedules. The provisions of the PA and its Exhibits shall prevail over the provisions of this Consortium Agreement and its Schedules.

1. DURATION, TERMINATION AND ACCESSION

Entry into force

* 1. This Consortium Agreement shall have effect from [date] (the “**Effective Date**”), provided that it shall only be valid and enforceable if and when approved by KIC SE in writing in accordance with section 15.6 of the PA.
  2. An entity becomes a Party to this PA upon signature hereof by a duly authorised representative.

Duration

* 1. This Consortium Agreement shall continue in full force and effect for the period that the Project shall be executed in accordance with the provisions of the PA, as from the Effective Date.

Termination

* 1. If the PA:
  2. is not signed for approval by KIC SE or by a Party, or
  3. is terminated in accordance with section 13 of the PA, either in its entirety or in respect of one or more Parties,

this Consortium Agreement shall automatically terminate in respect of the relevant Party or Parties, subject to the provisions surviving the expiration or termination under Section 3.5 and 3.6 of this Consortium Agreement.

Survival of rights and obligations

* 1. The provisions relating to Ownership of IP (Clause 7), Access Rights to IP (Clause 9) and Confidentiality (Clause 11), for the time period mentioned therein, as well as for Liability (Clause 10), Governing Law and Jurisdiction (Clause 14) shall survive the expiration or termination of this Consortium Agreement.
  2. Termination shall not affect any rights or obligations of a Party terminating the Consortium Agreement incurred prior to the date of termination, unless otherwise agreed between the PSB and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation and thereafter to the extent provided for in the PA.

Accession of a new Party

* 1. Any third party wishing to accede as a Party to this Consortium Agreement can do so subject to:

1. accession as a party to the PA in accordance with Section 15.2 of the PA, and
2. its commitment to all the terms and conditions of this Consortium Agreement by depositing an accession agreement (template attached as Schedule 1) duly signed by the new Party and the Project Manager (on behalf of the existing Parties).
3. RESPONSIBILITIES OF PARTIES

General principles

* 1. Each Party commits itself 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 PA and this Consortium Agreement as may be reasonably required from such Party as a professional party and in a manner of good faith as prescribed by the applicable law.
  2. Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.
  3. Each Party shall promptly provide all information reasonably required by the PSB or by the Project Manager to carry out their respective tasks.
  4. Each Party shall take reasonable measures to ensure the accuracy and completeness of any information or materials it supplies to the other Parties for the purpose of the Project.

Breach

* 1. In the event that the Project Manager identifies a breach by a Party of its obligations under this Consortium Agreement or the PA (e.g. improper implementation of the Project), the Project Manager or, if the Project Manager is in breach of its own obligations, the Party appointed by the PSB, will give formal notice to such Party requiring that such breach will be remedied within 20 calendar days.
  2. If such breach is material and is not remedied within that period or is not capable of remedy, the PSB may decide to declare the Party to be a defaulting Party (taking into account the quorum required pursuant to section 9.6 of the PA) and to decide on the consequences thereof, including but not limited to possible termination of its participation in accordance with section 13.6 of the PA.

Involvement of third parties (subcontracting)

* 1. To the extent possible pursuant to the rules applicable to subcontracting following from the Annual Grant Agreement, a Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Partner Entities) in the Project remains responsible for carrying out its relevant part of the Project and for such third party’s compliance with the provisions of this Consortium Agreement and of the PA. 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 PA.

Insurance

* 1. To the extent required, each Party shall take out and maintain effective the insurance policies providing cover for any damage or loss to property or persons which may be caused to other Parties and third parties pursuant to performance of the Project in accordance with the applicable laws on liability.

Publicity and Press Releases

* 1. The Parties shall not issue any press release or similar publicity about the Project without the prior written approval of the PSB, which approval shall not be unreasonably withheld and shall not be delayed longer than two weeks after receipt of the request for issuance by the PSB.

1. GOVERNANCE

General

* 1. In addition to *Section 9 – Governance Structure* of the PA, the following provisions will apply to the Project Manager in the context of this Consortium Agreement.

Duties of the Project Manager

* 1. The Project Manager shall be the intermediary between the Parties and KIC SE and shall perform all tasks assigned to it as described in the PA and in this Consortium Agreement.
  2. In particular, the Project Manager shall be responsible for:

1. monitoring compliance by the Parties with their obligations;
2. keeping the address list of Project Representatives and other contact persons updated and available;
3. collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to KIC SE;
4. annual revision of Exhibits to the PA (in any event Exhibit 1.3. dealing with the Project Budget);
5. transmitting documents and information connected with the Project to any other Parties concerned;
6. administering the financial contribution of KIC SE and fulfilling the financial tasks described in the PA; and
7. providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Project Manager when such copies or originals are necessary for the Parties to present claims.
   1. If one or more of the Parties is late in submission of any Project deliverable, the Project Manager may nevertheless submit the other Parties’ Project deliverables and all other documents required by the PA to KIC SE in time.
   2. The Project Manager 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 PA or this Consortium Agreement.
   3. The Project Manager shall not enlarge its role beyond the tasks specified in the PA or this Consortium Agreement.
8. EXPLOITATION

Responsibility for Exploitation

* 1. The following Parties shall be responsible for the Exploitation of the Project Results:

1. [•];
2. [•],

jointly hereinafter the “**Exploiting Partners**”.

* 1. The following Parties shall contribute to the Project as set out in the PA but shall in principle not be involved in the Exploitation of the Project Results:

1. [•];
2. [•],

jointly hereinafter the “**Non-Exploiting Partners**”.

* 1. The Exploitation of the Project Results (including the generated Foreground IP) shall be conducted by each of the Exploiting Partners, separately.
  2. The Exploiting Partners shall procure that the Exploitation of the Project Results (including the generated Foreground IP) complies with the Final IP Terms as described in Clause 7 and 9 below, the general confidentiality obligations and the legitimate interests of the Parties "**Final IP Terms**”.

Methods of Exploitation

* 1. The Project Results (including the generated Foreground IP) shall be exploited by way of [Exploitation based on IP licensing OR Exploitation based on product/service commercialisation OR Exploitation based on an equity share in an exploitation entity], as described further in the Fee Agreement.

1. OWNERSHIP OF IP

General

* 1. Each Party must identify its Background IP before participating in the Project, with an indication of its public or private status, the restrictions or limitations to the use thereof, and be specified as far as possible in the PA (i.e. either at the start of the Project or during the Project, as permitted under the PA).
  2. As regards Foreground IP, Parties shall notify KIC SE promptly of any Foreground IP generated within the Project.

Ownership of Background IP

* 1. Each Party shall remain the legitimate proprietor of its Background IP it has contributed to the Project. The ownership of such Background IP cannot be modified by the collaboration under the Project, unless specifically negotiated otherwise.

Sole ownership of Foreground IP

* 1. Each Party is the legitimate proprietor of the Foreground IP it has developed independently during the Project, unless specifically negotiated otherwise (such Party being a “**Legitimate Owning Party**”).
  2. The Legitimate Owning Party shall seek adequate protection for such Foreground IP, by - at the sole discretion and under the sole name of the Legitimate Owning Party - applying for patents or any other intellectual property rights. The Legitimate Owning Party shall exclusively be responsible for any cost associated with such filing.
  3. If the Legitimate Owning Party is not interested in applying such protection, it shall offer to transfer such Foreground IP to another Party (or its Affiliated Partner Entity), having due regard to the interests of all Parties concerned.

Joint ownership of Foreground IP

* 1. The Parties having jointly developed the Foreground IP under the Project shall jointly own the Foreground IP they have developed together (such Parties “**Jointly Owning Parties**”). The conditions of exercising the rights related to this ownership shall be defined according to specified and negotiated terms between the Jointly Owning Parties, for example, in proportion with their contributions in terms of invention and funding (“**Specific Joint Ownership Agreement**”).
  2. Any patentable joint Foreground IP likely to become a patentable invention and considered by the Jointly Owning Parties as requiring the filing of a patent application shall be filed for patent under their joint names, and maintained by both Jointly Owning Parties, unless otherwise agreed by the Joint Owning Parties in the Specific Joint Ownership Agreement.
  3. In the Specific Joint Ownership Agreement, the Jointly Owning Parties shall determine the filing countries of patents on a mutually agreed basis and the corresponding costs and expenses will be shared between the Jointly Owning Parties, according to the share of co-ownership of each Jointly Owning Party, as well as all other relevant details (such as the choice of the patent attorney, the procedural route to be followed, etc…).

Administration of the joint ownership of Foreground IP

* 1. The Jointly Owning Parties shall agree to entrust either one of them or a specialized patent attorney with the application and maintenance procedures of the patents and undertake to give to each other any power or authorization to allow one of them to carry out the necessary procedures.
  2. The Jointly Owning Parties shall take any appropriate decision regarding the conservatory and administrative acts, such as but not limited to the payment of the filing fees, the annual maintenance fees and the costs for obtaining patents, in order to preserve the interests of the joint ownership.

1. TRANSFER OF IP
   1. **Transfer of Background IP**. A Party shall have the right to transfer the ownership of its Background IP to any of its Affiliated Partner Entities, any other Project Partner (or any Affiliated Partner Entity of such other Project Partner) or a Third Party (all individually referred to as a “**Beneficiary**”), on the following terms:
2. Subject to the Beneficiary fulfilling the relevant same licensing obligations and other Final IP Terms (as set forth in this Consortium Agreement) applying to the Project Partner transferring such IP.

The foregoing applies in the same way should a Project Partner grant exclusive licenses under its Background IP.

* 1. **Transfer of Foreground IP**. A Project Partner shall have the right to transfer the ownership of its Foreground IP to a Beneficiary (as defined under Section 8.1.), on the following terms:

1. Subject to the Beneficiary fulfilling the relevant same licensing obligations and other Final IP Terms (as set forth in this Consortium Agreement) applying to the Project Partner transferring such IP;
2. subject to the provisions of Section 10.9 and/or Section 10.10 of the PA; and
3. subject to Section 8.3 and Section 8.4.

The foregoing applies in the same way mutatis mutandis in the event an exclusive license under such Foreground IP to a Beneficiary is envisaged, subject to Section 9.4.

* 1. Any Party that intends to transfer the ownership of any of its Foreground IP to a Third Party is obliged to serve prior written notice requesting approval for such transfer to all the other Parties and KIC SE. The foregoing applies in the same way mutatis mutandis in the event an exclusive license under such Foreground IP to such Third Party is envisaged.
  2. Any transfer of ownership of Foreground IP can only be considered on a case by case basis and must in any case be accompanied by an appropriate compensation, taking into account the provisions of the Fee Agreement dealing with the Fee for KIC SE (as the case may be). The foregoing applies in the same way mutatis mutandis in the event an exclusive license under such Foreground IP is envisaged.

1. ACCESS RIGHTS TO IP

General

* 1. Each of the Parties hereby agrees to grant access rights by means of the granting of licenses and/or authorizations rights in respect of its own Background IP and Foreground IP (“**Access Rights**”) on the following terms and conditions, to the other Parties.

Access Rights for joint research under the Project

* 1. Each of the Parties hereby grants Access Rights to the other Parties, to the extent needed to carry out their (joint) research responsibilities/tasks under the Project (“**Tasks**”), on the following terms:

1. royalty-free, world-wide, non-exclusive;
2. non-transferable and without any right to grant sublicenses;
3. for the duration of the Project (except as otherwise stated in *Section 13 – Term and Termination* of the PA).

Such Access Rights are granted as from the moment the use of the relevant IP is needed to perform the Tasks.

This Section does not create an obligation for a Project Partner to grant Access Rights under its IP to another Project Partner unless such access would be necessary for such Project Partner to perform its Tasks. For the avoidance of doubt, if the Tasks of such Project Partner would be hampered by the non-access to the IP of the other Project Partner, such access shall be granted, for the sole purpose of performing such Tasks.

Access Rights for subsequent internal research

* 1. Each of the Parties hereby agrees to grant Access Rights – in this case restricted to Foreground IP - to the other Parties, to the extent needed strictly for the purposes of subsequent internal research, excluding any Exploitation, on the following terms:

1. royalty-free, world-wide, non-exclusive;
2. non-transferable and without any right to grant sublicenses;
3. [permanent/for a period of [•] years after termination of the Project].

Access Rights for Exploitation

* 1. Each Non-Exploiting Partner hereby agrees to grant Access Rights to the extent needed for Exploitation, to the Exploiting Partners on the following terms:

1. against a fair and equitable compensation, [world-wide], [non-]exclusive;
2. without any right to grant sublicenses;
3. for the duration of the Project and for a minimum period of [10] years] thereafter; and
4. provided the request for having Access Rights for Exploitation, if raised after the Project, is made within the minimum period of [two (2) years] [*Alternatively*: [2+N] years] after the Project (except as otherwise stated in *Section 13 – Term and Termination* of the PA). Such a request period may be extended in the Fee Agreement, in agreement with KIC SE.

The envisaged Exploitation relates to the following Product: [describe the technology/product/process/service that is the basis for the exploitation]

[The envisaged compensation shall range within [X] and [Y] euros per year]

Access Rights to Affiliated Partner Entities

* 1. By exception to the foregoing, a Party shall have the right to sub-license the Access Rights it has received to any of its Affiliated Partner Entities on the following terms:

1. Subject to the Affiliated Partner Entity fulfilling the same licensing obligations and other Final IP Terms (as set forth in this Consortium Agreement) applying to the Project Partner granting the sublicense; and
2. subject to the provisions of Section 10.9 of the PA.

Access Rights outside the scope of the Project

* 1. For the purposes of other projects (i.e. outside the scope of the Project), Foreground IP shall be considered as Background IP under such other projects and access thereto shall be treated in the same way as Background IP.
  2. A non-exclusive license granted by a Party under its Foreground IP to a Third Party shall be accompanied by an appropriate compensation, taking into account the provisions of the Fee Agreement dealing with the Fee for KIC SE (as the case may be).

1. LIABILITY

General

* 1. In addition to *Section 12 – Liability* of the PA, the following provisions will apply to the Parties in the context of this Consortium Agreement. For the avoidance of doubt, KIC SE assumes no liability under in this Consortium Agreement.

No warranties

* 1. In respect of any information or materials (incl. Background IP and Foreground IP) 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.
  2. Therefore:

1. the receiving Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
2. no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Partner Entities) exercising its Access Rights.

Limitations of contractual liability

* 1. No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful misconduct, gross negligence or by a breach of confidentiality.
  2. A Party’s aggregate liability towards the other Parties collectively shall be limited to [once or twice] the Party’s share of the total costs of the Project as identified in Exhibit 1.3 of the PA, provided that such damage was not caused by a wilful misconduct, gross negligence or breach of confidentiality.
  3. The provisions of this Consortium Agreement shall not be construed to amend or limit any Party’s statutory liability.

Damage caused to third parties

* 1. Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of such Party’s obligations by it or on its behalf under this Consortium Agreement or from its use of Background IP or Foreground IP.

Force Majeure

* 1. 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 as a result of the occurrence of a Force Majeure.
  2. Each Party will notify the Project Manager of any Force Majeure occurring in respect of its performance without undue delay. If the consequences of a Force Majeure for the Project are not overcome within six (6) weeks after such notification, the transfer of tasks - if any - shall be decided by the PSB.

1. CONFIDENTIALITY
   1. *Section 11 – Confidentiality* of the PA shall apply *mutatis mutandis* to the information shared between the Parties in the context of this Consortium Agreement.
2. NOTICES
   1. *Section 14 – Notices* of the PA shall apply *mutatis mutandis* to the notices given between the Parties in the context of this Consortium Agreement.
3. GENERAL PROVISIONS

No partnership or agency

* 1. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, partnership, agency nor any other kind of formal business grouping or legal entity between the Parties.

No rescission

* 1. The Parties waive the right to annul, rescind or dissolve (‘*ontbinden’*) or cancel this Consortium Agreement in whole or in part, or to institute a claim at law for the annulment, rescission, dissolution, cancellation or amendment of this Consortium Agreement.

Assignment

* 1. 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 (other than Affiliated Partner Entities) without prior formal and written approval from all the other Parties, and subject to the EIT eligibility rules.

Amendments

* 1. Amendments and modifications to the text of the body of this Consortium Agreement, unless otherwise explicitly provided for herein, require a separate agreement between all Parties in written form; this shall also apply to this provision itself.

Invalidity

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

No waiver

* 1. The rights of any Project Partner under this Consortium Agreement are without prejudice to all other rights and remedies available to such Project Partner and no failure by any Project Partner to exercise, and no delay in exercising, any right under Consortium Agreement, in the event of breach of contract by any Project Partner hereto will operate as a waiver of such right or any other right under this Consortium Agreement.

Counterparts

* 1. This Consortium Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same instrument.

1. GOVERNING LAW AND JURISDICTION
   1. This Consortium Agreement is governed exclusively by and construed in accordance with the laws of [the Netherlands], without reference to its conflict of law principles.
   2. All disputes that may arise in connection with this Consortium Agreement or any agreements resulting from this Consortium Agreement shall be submitted to the competent court of [Amsterdam, the Netherlands], unless mutually agreed upon otherwise by the disputing Parties.

[*The remainder of this page has intentionally been left blank*]

**THUS AGREED** and signed in \_\_\_ original copies in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on \_\_\_\_\_\_\_\_\_\_\_\_ 201[●].

|  |  |
| --- | --- |
| **[Name Partner]**   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: [●] 2. Title: [●] | **[Name Partner]**   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: [●] 2. Title: [●] |
| **[Name Partner]**   1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** By: [●] 2. Title: [●] | **[Name Partner]**   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: [●] 2. Title: [●] |

**FOR APPROVAL**

|  |
| --- |
| **KIC SE**   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: Diego Pavia Bardaji 2. Title: CEO |

SCHEDULE 1: TEMPLATE ACCESSION AGREEMENT

**Whereas**

1. With effective date as of *date*, KIC InnoEnergy SE has entered into a PA under reference *Reference of PA* (the “**PA**”) with the Project Partners (as defined in the PA), laying down the activity terms between KIC SE and the Project Partners of the KIC Project *Name Project*.
2. The Project Partners have subsequently entered into a consortium agreement in relation to the Project with effective date as of *date* (the “**Consortium Agreement**”).
3. In accordance with Section 9.7 of the PA, the PSB has in its meeting held on *date* unanimously decided on the entry of *name of new project partner* asa new Project Partner to the aforementioned project, upon which the new Project Partner became a party to the PA.
4. In accordance with clause 3.7 of the Consortium Agreement, the new Project Partner now also wishes to become a Party to the Consortium Agreement by way of signing of this accession agreement (the “**Accession Agreement**”).
5. Definitions used in this Accession Agreement shall have the same meaning given thereto in the Consortium Agreement, unless explicitly stated otherwise.

**IT IS HEREBY AGREED AS FOLLOWS:**

1. The following legal entity shall be added as a Party to the Consortium Agreement:

*name of new project partner*, a company/organisation incorporated and existing under the laws of *jurisdiction*, having its registered office in *ZIP code and place*, at *street address*, registered with the trade register *name* under file number *number*, in this matter duly represented by *name of representative*, hereinafter referred to as “***name***”;

1. *name of new project partner* agrees to become a party to the Consortium Agreement as a Party and agrees to be bound by the provisions of the Consortium Agreement including its Schedules, attached as Annex to this Accession Agreement, as of *date*.

[*The remainder of this page has intentionally been left blank*]

**Signed for agreement**

***Name new Party***

Place:

Date:

Name of signatory:

Position of signatory:

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project Manager**

Place:

Date:

Name of signatory:

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_