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**NAPCORE**

**CONSORTIUM AGREEMENT**

**STIPULATED IN REFERENCE TO GRANT AGREEMENT NO:**

**MOVE/B4/SUB/2020-123/SI2.852232**

Version 1.01

September 2021

**Table of Content**

[[Change Records] 3](#_Toc81998455)

[REMARKS 3](#_Toc81998456)

[CONSORTIUM AGREEMENT 4](#_Toc81998457)

[1 Section: Definitions 6](#_Toc81998458)

[2 Section: Purpose 7](#_Toc81998459)

[3 Section: Entry into force, duration and termination 7](#_Toc81998460)

[4 Section: Responsibilities of Parties 8](#_Toc81998461)

[5 Section: Liability towards each other 9](#_Toc81998462)

[6 Section: Governance structure 9](#_Toc81998463)

[7 Section: Financial provisions 14](#_Toc81998464)

[8 Section: Results 16](#_Toc81998465)

[9 Section: Access Rights 17](#_Toc81998466)

[10 Section: Non-disclosure of information 20](#_Toc81998467)

[11 Section: Miscellaneous 21](#_Toc81998468)

[12 Section Signatures 23](#_Toc81998469)

[Attachment 1: NAPCORE Terms of Reference 56](#_Toc81998470)

[1 Section: Purpose 56](#_Toc81998471)

[2 Section: Governance structure and operational procedures 56](#_Toc81998472)

[3 Section: Adaptation of the Terms of Reference 64](#_Toc81998473)

[Attachment 2: Accession document template 65](#_Toc81998474)

[Attachment 3: Background 66](#_Toc81998475)

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 1 - DESCA | February 2014 |  |
| 1.1 - DESCA | May 2014 | "Remarks", item 4: reference to RfP updated |
| 1.2 - DESCA | February 2016 | Update taking into account user consultation and negotiation experience, see summary on www.desca-2020.eu |
| 1.2.3 - DESCA | March 2016 | Update correcting editing mistakes |
| 1.2.4 - DESCA | October 2017 | New formatting of numbering, spelling corrections – content remains same as in DESCA2020\_v1.2\_March\_2016\_with\_elucidations.pdf |
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| 0.5 - SOCRATES | 1 June 2021 | based on SOCRATES2.0 CA Included Terms of Reference in Annex |
| 0.6 - SOCRATES | 23 June 2021 | based on SOCRATES2.0 CA Adjustments |
| 0.7 - SOCRATES | 13 July 2021 | based on SOCRATES2.0 CA Deleted all unchallenged comments, accepted all unchallenged changes, added comments from Sweden, Denmark, Czechia |
| 0.8 - NAPCORE | 5 August 2021 | Consolidation of the Socrates Agreement (Version 0.7) including comments of the parties into DESCA 2020 model consortium agreement template (by BASt - Coordianator) |
| 0.83 - NAPCORE | 23 August 21 | Small changes and additions from DE, NL and SE |
| 0.85 - NAPCORE | 26 August 21 | Changes from AT mainly to improve structure of the Terms of Reference  |
| 0.86 - NAPCORE | 26 August 21 | Preparation Pre-Final Draft Version |
| 1.0 - NAPCORE | 8 September 21 | SCOM chair election, final changes and formal edits |
| 1.01 – NAPCORE | 8 September 21 | Name of Party 30 changed to National Highways Limited |

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# CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT

is made on 28 September 2021 hereinafter referred to as the Effective Date

**BETWEEN:**

1. Bundesanstalt für Straßenwesen**,**the Coordinator

and

2. Die Autobahn GmbH des Bundes (Die Autobahn) - established in Germany (DE-AB)

3. Bundesministerium für Klimaschutz, Umwelt, Energie, Mobilität, Innovation und Technologie (BMK) - established in Austria (AT)

4. Federale Overheidsdienst Mobiliteit en Vervoer (MOB) - established in Belgium (BE)

5. Departement Mobiliteit en Openbare Werken (MOW) - established in Belgium (BE-FL)

6. Road Infrastructure Agency (API) - established in Bulgaria (BG)

7. Ministry of the Sea, Transport and Infrastructure (MMPI) - established in Croatia (HR)

8. Public Works Department, Ministry of Transport, Communications and Works (PWD) - established in Cyprus (CY)

9. Česká republika – Ministerstvo dopravy (MDČR) - established in Czech Republic (CZ)

10. Danish Road Directorate (DRD) - established in Denmark (DK-DRD)

11. Estonian Transport Administration (ETA) - established in Estonia (EE-ETA)

12. Traffic Management Company Fintraffic Ltd - established in Finland (FI)

13. Ministère des Transports - established in France (FR)

14. Ministry of Transport and Infrastructure - Road Toll Service - established in Greece (GR)

15. EGNATIA ODOS SOCIETE ANONYME (EGNATIA ODOS A.E.) - established in Greece (GR-EG)

16. Ministry for Innovation and Technology (ITM) - established in Hungary (HU)

17. Department of Transport - established in Ireland (IE)

18. Ministero delle Infrastrutture e della Mobilità Sostenibili (MIMS) - established in Italy (IT)

19. Latvijas Valsts Celi (Latvian State Roads) (LVC (LSR)) - established in Latvia (LV-CELI)

20. State Enterprise Lithuanian Road Administration (LRA) - established in Lithuania (LT-LAKD)

21. Ministry of Mobility and Public Works - established in Luxembourg (LU)

22. Ministerie van Infrastructuur en Waterstaat / Rijkswaterstaat (RWS) - established in The Netherlands (NL)

23. Authority for Transport in Malta (Transport Malta) - established in Malta (MT)

24. General Directorate for National Roads and Motorways (GDNRM) - established in Poland (PL-GDNRM)

25. Ministério das Infraestruturas e da Habitação - established in Portugal (PT)

26. Ministry of Transport and Infrastructure (MTI) - established in Romania (RO)

27. Ministry of Infrastructure of Republic of Slovenia (MZI) - established in Slovenia (SI)

28. Dirección General de Tráfico (DGT) - established in Spain (ES)

29. Swedish Transport Administration (TRV) - established in Sweden (SE)

30. National Highways Limited - established in United Kingdom (NH)

31. EUROPEAN ROAD TRANSPORT TELEMATICS IMPLEMENTATION COORDINATION ORGANISATION (ERTICO-ITS EUROPE) - established in Belgium (ERTICO)

32. Information Technology for Public Transport A.I.S.B.L. (ITxPT) - established in Belgium (ITxPT)

33. Union Internationale des Transports Publics (UITP) - established in Belgium (UITP)

hereinafter, jointly or individually, referred to as “Parties” or “Party”

relating to the Action entitled

**National Access Point Coordination Organisation for Europe**

in short

**NAPCORE**

hereinafter referred to as “Project”

**WHEREAS:**

The Parties submitted a Proposal for the implementation of the Action as defined in Grant Agreement no MOVE/B4/SUB/2020-123/SI2.852232 and shall implement the Project, whilst this Consortium Agreement seeks to define methods of collaboration between the Parties.

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 Funding Authority (hereinafter “Grant Agreement”).

The Parties are cooperating for the Programme Support Action entitled Implementation of a Coordination mechanism to federate the National Access Points established under the ITS Directive (2010/40/EU) as described in Annex I of the Grant Agreement ("Action").

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

# Section: Definitions

## Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Terms of Reference in Attachment 1 or in the Grant Agreement including its Annexes.

## Additional Definitions

“**Access Rights**”

means licenses and user rights in respect of Results and Background.

 **“Background”**

means pre-existing industrial and intellectual property rights as defined in the Article II.8.2 of the Grant Agreement that:

(a) is held by the Parties before they acceded to the Grant Agreement, and/or

(b) is generated by the Parties outside the Project after they acceded to the Agreement and introduced into the Project by the relevant owning Parties, and

(c) is Needed.

**“Consortium Body”**

means any management body described in the governance structure section of this Consortium Agreement.

**“Consortium Plan”**

means the description of the action and the related agreed budget as first defined in the Grant Agreement (Annexes I, III of the Grant Agreement).

**“Fair and Reasonable”**

means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the Background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.

**"Funding Authority"**

means the body awarding the grant for the Project.

**“Defaulting Party”**

means a Party which the NAPCORE Steering Committee 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.

**“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.

**“Results”**

means any (tangible or intangible) output of the action such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the Project, as well as any rights attached to it, including intellectual property rights.

**“Software”**

means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

# Section: Purpose

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

# Section: Entry into force, duration and termination

## Entry into force

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

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

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

## 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 Funding Authority or a Party, or

- the Grant Agreement is terminated, or

- a Party's participation in the Grant Agreement 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.

Subject to II.16 of the Grant Agreement, a Party shall be entitled to request the termination of its participation in the Grant Agreement, in this Consortium Agreement and in the Project with no undue delay by formal notice signed by its duly authorised representatives and delivered to the Project Coordinator. Such request shall include the reasons for the termination and be handled in accordance with in the Grant Agreement.

The termination of the participation of a Party shall in no way affect the effectiveness of this Consortium Agreement for the remaining Parties. The Consortium continues in such cases. The NAPCORE Steering Committee decides on the reallocation of budget, planning and remaining obligations.

## Survival of rights and obligations

The provisions relating to Access Rights, Dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise decided by the NAPCORE Steering Committee and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

# Section: Responsibilities of Parties

## 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.

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

Each Party shall promptly provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.

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

In particular, the Parties shall:

(a) comply with their obligations under the Grant Agreement and this Consortium Agreement;

(b) immediately inform to the Project Coordinator about any awareness about non-compliance of any Party in the Project with its obligations under the Grant Agreement;

(c) check the compliance of any receipt of financial contribution with the provisions of the Grant Agreement and of this Consortium Agreement and immediately inform the Project Coordinator about any awareness about non-compliance or irregularities;

(d) submit to the Project Coordinator all information necessary for the records and financial accounts relevant for the financial contribution;

(e) make its communication to the Funding Authority via the Project Coordinator and submit to the Project Coordinator and the General Secretary all information necessary to report to the Funding Authority on the progress of the Project;

(f) verify consistency of its reports with the Project Activities before transmitting them to the Project Coordinator and the General Secretary;

(g) inform the Project Coordinator about any relevant change in persons, addresses, telephone and e-mail addresses and other relevant means of communication as soon as these occur. The Project Coordinator shall in turn make the information available to all Parties without undue delay.

## Breach

In the event that a responsible Consortium Body 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 NAPCORE Steering Committee, 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 formal notice by the Party.

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

Opponents of Steering Committee decisions affecting the long-term strategic perspective (defined in section 2.7.2 of Attachment 1) who present subject-specific reasons for their position are not bound by those decisions of the NAPCORE Steering Committee and thus cannot be declared a Defaulting Party by the NAPCORE Steering Committee due to non-compliance to those decisions.

## Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties 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. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement and the Grant Agreement.

# Section: Liability towards each other

## 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 exercising its Access Rights.

## Limitations of contractual liability

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

For any remaining contractual liability, a Party’s aggregate liability towards the other Parties collectively shall be limited to the Party’s share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a wilful act.

The terms of this Consortium Agreement shall not be construed to amend or limit any Party’s statutory liability.

## 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.

## 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 (Art. II. 14 of the GA).

Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks – if any – shall be decided by the competent Consortium Bodies.

# Section: Governance structure

## Consortium Bodies

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

* The NAPCORE **Steering Committee** is the ultimate decision-making body of the Consortium. The NAPCORE Steering Committee is further defined by and in the Terms of Reference in Attachment 1.
* The NAPCORE **Core Alignment Team** as the supervisory body for the execution of the Project which shall report to and be accountable to the Steering Committee. The NAPCORE Core Alignment Team is responsible for the management of the Project in terms of monitoring progress of the work and Results in time and quality supporting the General Secretary.
* The **Project Coordinator** is the legal entity acting as intermediary between the Parties and the Funding Authority and appoints the General Secretary. 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 **General Secretary** is the Project’s project manager and is appointed by the Project Coordinator. The General Secretary is in charge of the overall project coordination on a day-by-day basis and represents the Project towards the stakeholders outside the Consortium. The General Secretary also acts as the quality and risk manager, monitoring the progress in terms of technical, resources and risk contingencies. The General Secretary is managing the project management secretariat, as the day-to-day support team for overall coordination, organisational and management duties.
* The NAPCORE **Advisory Board** is an advising body for solicited and unsolicited advices to NAPCORE’s Consortium Bodies and is the main form and institutionalized process for stakeholder involvement of NAPCORE
* Furthermore, there are **Horizontal Activities, Working Groups** and **Sub-Working Groups,** with their respective **Horizontal Activities Leaders, Working Groups Leaders** and **Sub-Working Group Leaders**, which are further described under the Terms of Reference in Attachment 1.

## General operational procedures for all Consortium Bodies

### Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as “Member”):

- should be present or represented at any meeting of that body;

- may appoint a substitute or a proxy to attend and vote at any meeting;

- and shall participate in a cooperative manner in the meetings.

### Preparation and organisation of meetings and voting rules and quorum

Details for the procedures for the preparation and organisation of meetings as well as voting rules and quorums may be further defined in the Terms of Reference in Attachment 1.

This includes specifics on:

* Convening meetings
* Announcement of a meeting
* Sending the agenda
* Adding agenda items
* Holding of meetings
* Decision making
* Voting rules and quorums

## Specific operational procedures for the Consortium Bodies

### Steering Committee

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

#### Members

The Steering Committee shall consist of members as defined in the Terms of Reference in Attachment 1.

#### Decisions

The Steering Committee shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out in the Terms of Reference in Attachment 1. In addition, all proposals made by the Core Alignment Team to the NAPCORE Steering Committee shall also be considered and decided upon by the NAPCORE Steering Committee.

### Core Alignment Team

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

#### Members

The Core Alignment Team shall consist of the General Secretary and the Leaders of the Horizontal Activities, Working Groups and Sub-Working Groups.

The General Secretary shall chair all meetings of the Core Alignment Team, unless decided otherwise by a majority of two-thirds.

In the absence of the General Secretary, the Deputy General Secretary (Leader of Activity H.1) shall chair the meetings of the Core Alignment Team, unless decided otherwise by a majority of two-thirds.

Relevant experts from Parties, other NAPCORE Bodies or outside stakeholders can and will be invited to provide Project relevant information when necessary. Members may provide a duly mandated proxy in case of non-availability.

#### Minutes of meetings

Minutes of Core Alignment Team meetings, once accepted, shall be made available by the General Secretary to all Consortium Body members for information.

#### Tasks

#####

The NAPCORE Core Alignment Team supports the Project Manager in the day-to-day management of the Project and is responsible for ensuring that the Project remains within the tolerances of the Grant Agreement, by ensuring that any risks or issues are correctly recorded and mitigated. The NAPCORE Core Alignment Team monitors the progress of work and actions in line with the scope and objectives, Activity work-plans and Milestones of the Project. Any deviation from the work-plan and its timing shall be flagged, and the NAPCORE Core Alignment Team shall propose or take appropriate actions. The core task of the Core Alignment Team is the setting up of an effective interlinking of all activities within the Project and ensuring an overall good cooperation within and between Activities and Working Groups.

#####

The Core Alignment Team shall seek a consensus among the Parties.

The Core Alignment Team shall be responsible for the proper execution and implementation of the decisions of the Steering Committee.

#####

The Core Alignment Team shall monitor the effective and efficient implementation of the Project.

#####

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

#####

The Core Alignment Team shall support the Coordinator and General Secretary in preparing meetings with the Funding Authority and in preparing related data and deliverables.

#####

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

#####

Issues that cannot be solved at the level of the Core Alignment Team will be escalated to the NAPCORE Steering Committee by the General Secretary.

#####

If there is any contradiction between the decisions taken by the NAPCORE Steering Committee and the NAPCORE Core Alignment Team, the decision of the NAPCORE Steering Committee shall prevail over the decisions taken by the NAPCORE Core Alignment Team.

## Coordinator

###

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

###

In particular, the Coordinator shall be responsible for:

* appointing the General Secretary,
* monitoring compliance by the Parties with their obligations,
* collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority,
* transmitting documents and information connected with the Project to any other Parties concerned,
* administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in the Grant Agreement and
* 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 Funding Authority in time.

###

If the Coordinator fails in its coordination tasks, the Steering Committee may propose to the Funding Authority to change the Coordinator.

###

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.

###

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

###

The Coordinator can only suggest changes of the Grant Agreement to the Funding Authority on behalf of the Beneficiaries with the support of all concerned Parties of the Consortium as long as this does not contradict the provisions in the Grant Agreement.

## General Secretary

###

The Project Coordinator appoints a General Secretary, who will act as project manager.

###

In particular, the General Secretary:

* is in charge of the overall project coordination
* manages the Project on a day-to-day basis
* represents the Project towards the stakeholders outside the Consortium
* is responsible for the overall management of the action implementation in accordance with the Grant Agreement and the Consortium Agreement
* monitors the overall Project progress and Results
* monitors the quality with regard to the implemented processes and resulting outcomes
* verifies and assesses overall Project progress, technical progress, resources usage, risk contingencies, Milestones and Results
* verifies progress on budget, time and quality of Milestones as described in Annex I of the Grant Agreement
* handles administrative tasks, legal and intellectual property rights issues and other relevant contractual obligations
* convenes and chairs the meetings of the NAPCORE Core Alignment Team, including the preparation and distribution of the agenda, minutes and supporting documents needed for each meeting
* monitors and assesses the progress of the Project Activities, indicating deviations from the work-plan and their timing, including risk management
* report deviations, unsolved and / or critical issues and provide recommendations and take necessary actions to the Activity Leaders, NAPCORE Core Alignment Team and / or NAPCORE Steering Committee as deemed appropriate
* gathers inputs for the preparation of the periodic Progress Reports and the Interim Financial Statements, leaving to the Project Coordinator the management of all the financial aspects, as regulated in the Part B (Financial Provisions) of Annex II of the Grant Agreement, including, but not limited to, the gathering, check and submission to the Funding Authority of the statements of eligible costs incurred by the Parties (financial reporting), the budget transfers, the payments and payment arrangements, any recovery, and all the related supporting documents
* is responsible for the Project’s risk management and contingencies including raising critical issues regarding quality and risks.

In order to perform all tasks, the General Secretary is assisted by the NAPCORE Core Alignment Team for the monitoring and assessment of the day-to-day Project progress and the Project secretariat for the day-to-day coordination, organisational and management duties.

###

The General Secretary may set up a Project secretariat for assistance in all operational management tasks. With the help of the Project secretariat the General Secretary facilitates high-quality and efficient collaboration, resolves organisational issues, keeps the Project plan up to date, increases transparency on work progress and Project risks, and organises NAPCORE Core Alignment Team meetings.

## NAPCORE Advisory Board

The NAPCORE Steering Committee will be supported by the NAPCORE Advisory Board as the advising body for solicited and unsolicited advices to the NAPCORE Steering Committee and NAPCORE Activities / Working Groups regarding the Project and its interactions in the European ITS environment.

# Section: Financial provisions

## General Principles

### Distribution of Financial Contribution

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

* the Consortium Plan
* the approval of reports by the Funding Authority, and
* the provisions of payment in Section 7.3.

A Party shall be funded only for its tasks carried out in accordance with the Consortium Plan.

### Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the Funding Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Funding Authority.

### Funding Principles

A Party 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 actual duly justified eligible costs only which will be accepted by the Funding Authority.

Parties who spend more than their respective share in the budget will be funded only up to the amount allocated to them under the Grant Agreement plus or minus amounts transferred according to the following:

A transfer of budget allocations between Parties is possible within the restrictions in the Grant Agreement. For this, the Activity Leader, the Working Group Leader or Sub-Working Group Leader suggests to the NAPCORE Core Alignment Team on how the re-allocation shall be made. NAPCORE Core Alignment Team decides on the budget re-allocation. A final approval by the Steering Committee is then needed. After final approval, the Project Coordinator arranges the shift of budget with the Funding Authority.

### Return of excess payments; receipts

####

In any case of a Party having received excess payments, the Party has to return the relevant amount to the Coordinator without undue delay.

####

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

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

A Party leaving the Consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore, 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 its and their tasks.

## Budgeting

The budget set out in the Consortium Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective Parties.

## Payments

### Payments to Parties are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

* notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
* perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
* With reference to the Grant Agreement, no Party shall before the end of the Project receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

### Payment schedule, recovering of payments

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

Funding of costs included in the Consortium Plan will be paid to Parties after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Funding Authority will be paid to the Party concerned.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the 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 Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.

# Section: Results

## Principle: Joint ownership

Results shall be owned by all Parties as joint ownership. This arrangement is based on the unique nature of this consortium, as predominantly all Parties will work collaboratively to achieve the goals of the Grant Agreement.

In case of joint ownership, each of the joint owners shall be entitled to exploit the joint Results as it sees fit, and to grant non-exclusive licences, without obtaining any consent from, paying compensation to or otherwise, to the extent that the Results are used to support the National Access Points or National Bodies established under the ITS Directive, unless otherwise agreed between the joint owners.

If a Party wishes to claim sole ownership of Results, it shall inform the General Secretary and Deputy General Secretary thereof. This is only possible for Results for which the Party or the Parties did virtually all the work to create it. General Secretary is responsible for bringing this up in the Core Alignment Team which will create a recommendation with reasoning to the Steering Committee. The Steering Committee decides if single ownership (or co-ownership) of this Result can be given.

## Exception: Sole ownership of Results

In the case that under Belgian law (applicable law) joint ownership is only possible, if it is not possible to:

* establish the respective contribution of each Party; or
* separate them for the purpose of applying for, obtaining or maintaining their protection,

Results are owned by the Party that generates them.

## Dissemination

### Confidentiality obligations

For the avoidance of doubt, nothing in this Section 8.3 has impact on the confidentiality obligations set out in Section 10.

### Dissemination of own Results

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Parties including but not restricted to publications and presentations, shall be governed by the following procedure:

The Parties shall make efforts to disseminate Results:

* in line with the NAPCORE communication plan (Milestone MH.3.1) and
* in accordance with Art. II.7 of the Grant Agreement.

For guidance the Leader of Horizontal Activity H.3 “Dissemination, outreach activities, training” can be contacted.

For clarification: A Party shall not disseminate or publish any Background or Confidential Information of another Party without the prior written approval of such a Party.

All Parties have the right to:

* summarise the (published) Results of the action and distribute the summary;
* extract a part (e.g. audio or video files) of, divide into parts or compile the Results of the action.

# Section: Access Rights

## Background included

###

The Parties have not identified Background at time of the Effective Date.

###

Any Party, who intends to add own Background during the Project, can do so by formal notice to the other Parties using the following table structure:

|  |  |  |
| --- | --- | --- |
| Describe Background | Specific limitations and/or conditions for implementation  | Specific limitations and/or conditions for exploitation  |
|  |  |  |

However, approval of the NAPCORE Steering Committee is needed should a Party wish to add, modify or withdraw its Background.

If approved, Background will be added to, modified in or deleted out of Attachment 3.

Anything not approved by the NAPCORE Steering Committee shall not be the object of Access Right obligations regarding Background.

## General Principles

###

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.

###

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

###

Access Rights shall be free of any administrative transfer costs.

###

Access Rights are granted on a non-exclusive basis.

###

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

###

All requests for Access Rights shall be made in writing to the General Secretary. 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.

###

In case of Background the requesting Party must show that the Access Rights are Needed.

If any Party transfers its ownership of Results or Background, the transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

## 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 3.

## Access Rights for Exploitation

### Access Rights to Results

The owning Party(ies) grant to the not owning Party(ies) the right to use the Results of the Project for the following purposes, to the extent that the Results are used to support the National Access Points or National Bodies established under the ITS Directive:

(a) for its own purposes, and in particular, to make available to persons working for its State institutions (including contracted third parties), State agencies and bodies, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;

(b) reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the Results by any means (mechanical, digital or other) and in any form, in whole or in part;

(c) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the Results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;

(d) distribution: the right to authorise any form of distribution of Results or copies of the Results to the public;

(e) adaptation: the right to modify the Results;

(f) translation;

(g) the right to store and archive the Results in line with the document management rules applicable to the State, including digitalisation or converting the format for preservation or new use purposes.

###

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

###

A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.6.2.1.2, after the termination of the requesting Party’s participation in the Project.

## Additional Access Rights

The Parties agree to negotiate in good faith any additional Access Rights to Results as might be asked for by any Party, upon adequate financial conditions to be agreed.

## Access Rights for Parties entering or leaving the Consortium

### New Parties entering the Consortium

As regards Results developed before the accession of the new Party, the new Party shall be granted the same Access Rights as the existing Parties.

### Parties leaving the Consortium

#### Access Rights granted to a leaving Party

##### 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 NAPCORE Steering Committee to terminate its participation in the consortium.

##### 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.

#### 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.

## Specific Provisions for Access Rights to Software

### Definitions relating to Software

“Application Programming Interface”

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

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

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

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

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

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

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

### General principles

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 are applicable also to Software as far as not modified by this Section 9.7 and to the extent that the Software are used to support the National Access Points or National Bodies established under the ITS Directive.

However, Parties’ Access Rights to Software do not include any right to receive Source Code or Object Code ported to a certain hardware platform or any right to receive Source Code, Object Code or respective Software Documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

The intended introduction of Intellectual Property (including, but not limited to Software) under Controlled Licence Terms in the Project requires the approval of the NAPCORE Steering Committee.

### Access to Software

Access Rights to Results that is Software shall comprise, to the extent that the Software are used to support the National Access Points or National Bodies established under the ITS Directive:

* Access to the Object Code and such an Application Programming Interface (API) and
* Access to the Source Code.

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

### Software licence and sublicensing rights

For the avoidance of doubt, where a Party has Access Rights to Object Code and/or API and/or Source Code exclude the right to sublicense. Such sublicensing rights may, however, be negotiated between the Parties. The right to provide third parties with Results (including software) for use (Section 9.4.1 of this Agreement) shall remain unaffected.

# Section: Non-disclosure of information

##

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”.

##

The Parties shall not use confidential information and documents for any reason other than fulfilling their obligations under the Agreement, unless otherwise agreed with the Recipient in writing.

The Parties shall be bound by the obligations referred to in Section 10.1 and 10.2 during the implementation of the Agreement and for a period of five years starting from the payment of the balance, unless:

(a) the Party concerned agrees to release the other Party from the confidentiality obligations earlier;

(b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the Party bound by that obligation;

(c) the disclosure of the confidential information is required by law, regulation or court order.

# Section: Miscellaneous

## Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and

Attachment 1 (Terms of Reference)

Attachment 2 (Accession document template)

Attachment 3 (Background)

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.

## 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.

## Formal notices and other communication

Any formal notice to be given under this Consortium Agreement shall be in writing (in paper or electronic form) to the addresses and recipients as listed in the most current address list kept by the Coordinator.

Electronic form shall be confirmed by an original signed paper version of that communication if requested by any of the Parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

To the extent consistent with the Grant Agreement, the Parties need not comply with the written form (paper or electronic) requirements for any communication other than formal notices.

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

## Assignment and amendments

No rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties’ prior formal approval.

All amendments and changes to the Consortium Agreement require an amending agreement of the NAPCORE Steering Committee and needs to be taken unanimously by all Parties, independently of the decision procedures defined in the Terms of Reference.

## 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.

## Language

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

## Applicable law

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

## Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

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

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

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

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

# Section Signatures

**AS WITNESS:**

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

**1. Bundesanstalt für Straßenwesen**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dr. Kirstine Lamers

Head of Administration

13 September 2021

**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.

**2. Die Autobahn GmbH des Bundes (Die Autobahn)** **- established in Germany (DE-AB)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**3. Bundesministerium für Klimaschutz, Umwelt, Energie, Mobilität, Innovation und Technologie (BMK) - established in Austria (AT)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**4. Federale Overheidsdienst Mobiliteit en Vervoer (MOB) - established in Belgium (BE)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**5. Departement Mobiliteit en Openbare Werken (MOW) - established in Belgium (BE-FL)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**6. Road Infrastructure Agency (API) - established in Bulgaria (BG)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**7. Ministry of the Sea, Transport and Infrastructure (MMPI) - established in Croatia (HR)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**8. Public Works Department, Ministry of Transport, Communications and Works (PWD) - established in Cyprus (CY)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**9. Česká republika – Ministerstvo dopravy (MDČR) - established in Czech Republic (CZ)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**10. Danish Road Directorate (DRD) - established in Denmark (DK-DRD)**

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Full name

Function/role in organisation

XX September 2021

**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.

**11. Estonian Transport Administration (ETA) - established in Estonia (EE-ETA)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kaido Padar

Director General

XX September 2021

**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.

**12. Traffic Management Company Fintraffic Ltd - established in Finland (FI)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**13. Ministère des Transports - established in France (FR)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**AS WITNESS:**

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**14. Ministry of Transport and Infrastructure - Road Toll Service - established in Greece (GR)**

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Full name

Function/role in organisation

XX September 2021

**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.

**15. EGNATIA ODOS SOCIETE ANONYME (EGNATIA ODOS A.E.) - established in Greece (GR-EG)**

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Full name

Function/role in organisation

XX September 2021

**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.

**16. Ministry for Innovation and Technology (ITM) - established in Hungary (HU)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**17. Department of Transport - established in Ireland (IE)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**18. Ministero delle Infrastrutture e della Mobilità Sostenibili (MIMS) - established in Italy (IT)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**19. Latvijas Valsts Celi (Latvian State Roads) (LVC (LSR)) - established in Latvia (LV-CELI)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**20. State Enterprise Lithuanian Road Administration (LRA) - established in Lithuania (LT-LAKD)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**21. Ministry of Mobility and Public Works - established in Luxembourg (LU)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**22. Ministerie van Infrastructuur en Waterstaat / Rijkswaterstaat (RWS) - established in The Netherlands (NL)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**23. Authority for Transport in Malta (Transport Malta) - established in Malta (MT)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**24. General Directorate for National Roads and Motorways (GDNRM) - established in Poland (PL-GDNRM)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**25. Ministério das Infraestruturas e da Habitação - established in Portugal (PT)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**26. Ministry of Transport and Infrastructure (MTI) - established in Romania (RO)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**27. Ministry of Infrastructure of Republic of Slovenia (MZI) - established in Slovenia (SI)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**28. Dirección General de Tráfico (DGT) - established in Spain (ES)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**29. Swedish Transport Administration (TRV) - established in Sweden (SE)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**30. National Highways Limited - established in United Kingdom (HE)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**31. EUROPEAN ROAD TRANSPORT TELEMATICS IMPLEMENTATION COORDINATION ORGANISATION (ERTICO-ITS EUROPE) - established in Belgium (ERTICO)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**32. Information Technology for Public Transport A.I.S.B.L. (ITxPT) - established in Belgium (ITxPT)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

**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.

**33. Union Internationale des Transports Publics (UITP) - established in Belgium (UITP)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name

Function/role in organisation

XX September 2021

# Attachment 1: NAPCORE Terms of Reference

Version 1.0, September 2021

# Section: Purpose

The purpose of the NAPCORE Project is defined in the Grant Agreement. The Consortium Agreement defines the terms on which the Parties will co-operate in order to implement the objectives of NAPCORE. The NAPCORE Terms of Reference (ToR) define the governance and specific operational procedures for the Consortium Bodies, including the NAPCORE Steering Committee, its decision procedures, decision making and consensus amongst the NAPCORE Steering Committee Members. The ToR define the structure and procedures to be followed within the NAPCORE Steering Committee and other Consortium Bodies as well as the content to be discussed and agreed upon to define coordination mechanisms for harmonization of National Access Points and National Bodies across Europe.

# Section: Governance structure and operational procedures

## General

The figure below gives an overview of the governance structure of NAPCORE.



Section 6 of the NAPCORE Consortium Agreement lays out the fundamental structure and operational procedures for the Consortium Bodies. The tasks and responsibilities of the Horizontal Activities and Working Groups are described in detail in the Grant Agreement.

## Secretariat and Horizontal Activities

There are three **Horizontal Activities**, responsible for the support of the Steering Committee (H.1), the identification of action needed (H.2) and for dissemination, outreach and training (H.3). The Horizontal Activities are independent of the Working Groups and support them and NAPCORE’s general tasks and goals. They are made up of active participants and, in addition, have followers, which may attend meetings or comment on reports or other documents.

### Project Management (S.1) and General Secretary

The Horizontal Activity S.1 encompasses all project management related tasks. This includes mainly managing the Project’s reporting requirements, the consolidation of annual working programs, financial controlling, the management of risks and quality as well as the external contact to the European Commission and the internal alignment between all Consortium partners and activities. The leader of S.1 is General Secretary and main Project Lead.

### Steering Committee Support (H.1) and Deputy Secretary General

The Horizontal Activity H.1 Steering Committee Support is composed by one representative for each Member State and lead by the Deputy Secretary General. H.1 is responsible for the preparation of the Steering Committee Meetings and will be supported by the Core Alignment Team, the Working Groups/Sub-Working Groups and other Horizontal Activities. Agenda and supporting documents will be agreed with the Steering Committee chairperson. All decision points are going to be reflected within H.1 before the Steering Committee Meetings, controversial positions will be discussed and solutions will be searched. All recommended decisions provided for the Steering Committee will be pre-discussed in H.1.

### Identification of action needed (H.2) and Innovation Lead

The gathering of identified needs and their future required actions is the task of the Horizontal Activity H.2. This is done by collecting all gaps and unattended upcoming requirements out of the Working Groups. Recommendations for future projects or other actions will be created. The leader of H.2 is the Innovation Lead.

### Dissemination, outreach activities and training (H.3) and Communication Lead

Activity H.3 will manage and implement the Project’s dissemination and outreach activities as well as support the Working Groups by organising trainings, giving tutorial and didactical advice and provide up-to-date methodologies for knowledge transfer. Also, events are organized, NAPCORE Results disseminated, networking and cooperation with and between stakeholders and the community facilitated. The Leader of H.3 is the Communication Lead.

## Working Groups

There are five Working Groups in NAPCORE that are responsible for the work in their respective focus area:

1. NAP & NB Platform strategy and governance
2. Interoperability and level of service of NAPs
3. NAP content and accessibility
4. Data Exchange Standards
5. National Bodies and compliance assessment

They are made up of active participants and, in addition, have followers, which may support the Working Groups with attending meetings or commenting on reports or other documents.Working Group 4 (“Data Exchange Standards”) has four **Sub-Working Groups** dedicated to specific aspects/standards. A main task of all Sub-Working Groups is their coordination and alignment within Working Group 4 under the chair of the Working Group 4 Leader.

## Horizontal Activities Leaders, Working Group Leaders, Sub-Working Group Leaders

While the General Secretary is in charge of the overall Project management, the Activity and Working Group and Sub-Working Group Leaders are in charge of the organisation of the work, and the timely production of all the (draft) technical reports, documents or Milestones planned according to quality objectives and deadlines set by the Grant Agreement, the NAPCORE Core Alignment Team and the NAPCORE Steering Committee. The Activity Leaders and (Sub)Working Group Leaders organize the Activity as defined in Annex I of the Grant Agreement. The Leaders shall flag any deviation or risk of non-conformity, non-delivery or performance issue related to a Party or Project Activity or task in relation to the work-plan and timing, as soon as the risk or issue is identified.

The responsibilities of the Activities / Working Group / Sub Working Group Leaders shall include without limitation:

* the supervision and day-to-day management of work to be carried out by the Parties involved in the Activities / tasks;
* the active planning and progress monitoring of the Activities / tasks;
* the provision to the General Secretary of regular updates and status reports;
* the preparation and submission to the General Secretary of the reports needed for the verification of the achievement of the Project Milestones, as defined in Articles I.4 and I.5 of Annex I of the Grant Agreement;
* the provision of information required to the Project Coordinator and/or by the General Secretary to comply with their respective mandate and responsibilities;
* the provision and update of Activity Work-plans and timelines, including for delivery of expected Results as deemed appropriate or requested by the General Secretary, the NAPCORE Core Alignment Team and/or NAPCORE Steering Committee.

The Activity or (Sub) Working Group Leaders shall not be entitled to act or to make legally binding declarations on behalf of any other Parties.

All Activity and Working Group Leaders shall represent their respective Activity / Working Group / Sub-Working Group in the NAPCORE Core Alignment Team.

The following Parties will appoint the Activity, Working Group and Sub-Working Group Leaders from within their own organisation or one of their named Implementing Bodies:

|  |  |  |
| --- | --- | --- |
| **ID** | **Name of Activity, (Sub) Working Group** | **Leader** |
|  | **SECRETARIAT** |  |
| **S.1** | **Project Management**  | **DE-BASt** |
|  | **HORIZONTAL ACTIVITIES** |  |
| **H.1** | **Steering Committee Support** | **AT** |
| **H.2** | **Identification of action needed** | **NL** |
| **H.3** | **Dissemination, outreach activities, training** | **IT** |
|  | **WORKING GROUPS** |  |
| **1** | **NAP & NB Platform strategy and governance** | **DE-BASt** |
| **2** | **Interoperability and level of service of NAPs** | **PT** |
| **3** | **NAP content and accessibility** | **GR** |
| **4** | **Data Exchange Standards** | **FR** |
| **4.1** | **SWG DATEX II** | **NL** |
| **4.2** | **SWG TN-ITS**  | **ERTICO** |
| **4.3** | **SWG Multimodal Data** | **ITxPT** |
| **4.4** | **SWG Metadata** | **DE-BASt** |
| **5** | **National Bodies and compliance assessment** | **AT** |

## NAPCORE Core Alignment Team

The NAPCORE Core Alignment Team is the supervisory body for the execution of the Project which shall report to and be accountable to the Steering Committee. The NAPCORE Core Alignment Team is responsible for the management of the Project in terms of monitoring progress of the work and Results in time and quality supporting the General Secretary. Members of the NAPCORE Core Alignment Team are of the General Secretary and the Leaders of the Horizontal Activities, Working Groups and Sub-Working Groups.

## NAPCORE Advisory Board

An Advisory Board will be set up and will be composed of relevant stakeholder groups, global private players in the field of data and service providers, industry representatives, ambassadors of flagship data projects, and well-known data (driven) experts. This group will provide extra non-binding strategic advice and expertise on business and technical aspects. During the runtime of the Project the Advisory Board will be managed and supported by H.1. All Working Groups will have an active link to the Advisory Board in terms of content-wise cooperation and coordination.

## NAPCORE Steering Committee

The decision-making body of NAPCORE is the NAPCORE Steering Committee. All Partners of NAPCORE have committed themselves to commonly work on setting up coordination mechanisms for the harmonization of National Access Points and National Bodies. This mutual understanding of common work and seeking for agreements forms the cornerstones of the NAPCORE Steering Committee and its Members.

Each Steering Committee Member should aim to deliver their best effort and to work towards compromises in order to reach a high level of consensus for the common objective of NAPCORE to harmonize National Access Points and National Bodies.

### Members

The NAPCORE Steering Committee is composed by different types of members

* Type A1: Beneficiary representing an EU Member State
* Type A2: Associated Partner, representing an EU Member State
* Type A3: Associated Partner, representing a European Country not being an EU Member State
* Type B: Other Beneficiary

The following Partners and Associated Partners are Members of the NAPCORE Steering Committee:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Nr.** | **Party** | **Acronym** | **Name** | **Type** | **Votes** |
|  | Germany | DE-BASt | Bundesanstalt für Straßenwesen | A1 | }1 |
|  | Germany | DE-AB | Die Autobahn GmbH des Bundes | A1 |
|  | Austria | AT | BMK - Bundesministerium für Klimaschutz, Umwelt, Energie, Mobilität, Innovation und Technologie  | A1 | 1 |
|  | Belgium | BE | Federal Public Service Mobility and Transport | A1 | }1 |
|  | Belgium | BE-FL | Flemish government | A1 |
|  | Bulgaria | BG-API | Road Infrastructure Agency  | A1 | 1 |
|  | Croatia | HR | Ministry of the Sea, Transport and Infrastructure | A1 | 1 |
|  | Cyprus | CY | Ministry of Transport, Communications and Works | A1 | 1 |
|  | Czech Republic | CZ | Česká republika – Ministerstvo dopravy | A1 | 1 |
|  | Denmark | DK-DRD | Danish Road Directorate | A1 | 1 |
|  | Estonia | EE-ETA | Estonian Transport Administration | A1 | 1 |
|  | Finland | FI-FINTRAFFIC | Traffic Management Company Fintraffic Ltd. | A1 | 1 |
|  | France | FR | Ministère des Transports | A1 | 1 |
|  | Greece | GR | Ministry of Transport and Infrastructure - Road Toll Service | A1 | }1 |
|  | Greece | GR-EG | Egnatia Odos S.A. | A1 |
|  | Hungary | HU | Ministry For Innovation and Technology | A1 | 1 |
|  | Ireland | IE | Department of Transport | A1 | 1 |
|  | Italy | IT | Ministero delle Infrastrutture e della Mobilità Sostenibili | A1 | 1 |
|  | Latvia | LV-CELI | Latvian State Roads | A1 | 1 |
|  | Lithuania | LT-LAKD | State Enterprise Lithuanian Road Administration | A1 | 1 |
|  | Luxemburg | LU | Ministry of Mobility and Public Works | A1 | 1 |
|  | Netherlands | NL | Ministerie van Infrastructuur en Waterstaat / Rijkswaterstaat (RWS) | A1 | 1 |
|  | Malta | MT | Authority for Transport | A1 | 1 |
|  | Poland | PL-GDNRM | General Directorate for National Roads and Motorways | A1 | 1 |
|  | Portugal | PT | Ministry of Infrastructures and Housing | A1 | 1 |
|  | Romania | RO | Ministry of Transport and Infrastructure (MTI) | A1 | 1 |
|  | Slovenia | SI | Ministry of Infrastructure (MIS) | A1 | 1 |
|  | Spain | ES | Dirección General de Tráfico (DGT) | A1 | 1 |
|  | Sweden | SE | Swedish Transport Administration | A1 | 1 |
|  |   | NH | National Highways Limited | B | 1 |
|  |   | ERTICO | ERTICO | B | 1 |
|  |   | ITxPT | Information Technology for Public Transport (ITxPT)  | B | 1 |
|  |   | UITP | Union Internationale des Transports Publics | B | 1 |
|  |  | NPRA | Norwegian Public Roads Administration | A3 | 1 |
|  |  | FEDRO | FEDRO Switzerland | A3 | 1 |
|  | Slovak Republic | SK | Ministry of Transport and Construction of the Slovak Republic | A2 | 1 |
| **Total Votes** | **33** |

The NAPCORE Steering Committee consists of one duly mandated representative for each Party. This representative might be supported by other partners (Supporting Member), designated by the Member (e.g. specific Implementing Body, subcontractor …). Different roles and responsibilities differentiated according to the Member Type can be defined in upcoming versions of the Terms of Reference, if necessary.

### Governance principles, tasks and responsibilities

#### Governance principles

NAPCORE has two perspectives that need to be governed by the Steering Committee. The short-term/medium-term Project perspective and the long-term strategic perspective reaching beyond the Project runtime.

For the short-term/medium-term Project perspective NAPCORE is governed by the Beneficiaries (Type A1 and Type B Members) of the Grant Agreement concerning the following issues

* Financial and funding issues
* Contractual issues
* Project management issues

For the long-term strategic perspective NAPCORE is governed by all Partners, that are implementing National Access Points and National Bodies in their countries (Type A Members). This governance comprises

* all content related activities, which are having an effect on the National Access Points / National Bodies related to harmonization
* Milestones, specific reports, Results or recommendations prepared by the Horizontal Activities and the Working Groups, Sub-Working Groups
* Strategic decisions concerning the future governance of NAPCORE

To ensure proper decisions towards harmonization of National Access Points and National Bodies, the Core Alignment Team, the Horizontal Activities and (Sub-)Working Groups are installed to prepare recommendations for the Steering Committee. The Steering Committee decides on the recommendations and uses them as basis for harmonization of National Access Points and National Bodies. All Partners commit themselves to aim at actively participating in the Horizontal Activities and all Working Groups/Sub-Working Groups to prepare NAPCORE Results for consensus. For Beneficiaries (Type A1 and B Members) this refers to the participation level stated in the Grant Agreement. For Associated Partners (Type A2 and A3) the level of participation in Horizontal Activities/Working Groups/Sub-Working Groups has to be assured likewise in order to represent their position in the preparation of recommendations. All Partners acknowledge the general principles of the NAPCORE Steering Committee.

The European Commission is closely linked to the NAPCORE Project through policy guidance and the legislative framework for National Access Points and National Bodies. Even though the European Commission has no voting right at Steering Committee level, representatives from the European Commission are invited to follow and actively participate in discussions at all NAPCORE Steering Committee levels, ensuring also the link to other related stakeholder groups. They additionally will bring in the policy support needed for such a pan-European harmonization organisation.

#### Tasks and responsibilities

The NAPCORE Steering Committee ensures the coherence of the Consortium and approves any contractual decisions in case of modification of the Consortium, Project objectives, planning or budget, and contractual documents, such as the Grant Agreement, the Consortium Agreement or the Terms of Reference. With reference to the agreed Project objectives and the Annex I (“Description of Action”) of the Grant Agreement, the NAPCORE Steering Committee will direct the NAPCORE Project Manager and Core Alignment Team when and where needed.

The Steering Committee assesses progress on budget, time and quality of Milestones and Results as described in the Grant Agreement and Annex B of the Consortium Agreement. Relevant information for the NAPCORE Steering Committee will be provided by Horizontal Activity H.1, supported by the Core Alignment Team, the Working Groups / Sub-Working Groups/Horizontal Activities. Results in terms of Milestones and specific reports related to the Project objectives need approval of the Steering Committee.

The NAPCORE Steering Committee:

* is in charge of the overall strategic steering of the Project;
* decides on all contract-related issues, and on any escalated issue in case there is no agreement found at lower level;
* assesses the progress-monitoring of all Project activities and endorses the Progress Reports and all relevant documents related to Milestones
* takes note of and advices or decides on the periodical assessment of risks and challenges faced by the Project;

### Representation in meetings of the Steering Committee

All Steering Committee Members are expected to participate in all meetings. NAPCORE Steering Committee Members, members of Horizontal Activity H.1 Steering Committee Support as well as Horizontal Activity and Working Group Leaders are invited. Relevant experts from Parties, other NAPCORE Bodies or outside stakeholders can and will be invited when necessary to provide Project relevant information.

### Chairperson of the Steering Committee

The NAPCORE Steering Committee is led by a chairperson.

#### Responsibilities

The chairperson will be responsible for chairing the Steering Committee Meeting and approving the agenda and proposed decisions points. The chairperson will monitor the proper implementation of the Terms of Reference. The chairperson can represent the NAPCORE Steering Committee, in cooperation with the General Secretary and Project Coordinator of NAPCORE.

#### Election

This chairperson is elected amongst the Members in the first Steering Committee Meeting. Election will be done at the beginning of the Steering Committee Meeting.

Should a chairperson leave the Member organisation, the chair will become vacant. In this case, new elections need to take place, at the beginning of the following Steering Committee Meeting.

In case the Member represented by the chairperson withdraws or is declared a Defaulting Party, the chair will also become vacant and new elections need to take place, at the beginning of the following Steering Committee Meeting.

Votes cast will be disclosed to all Members. There shall be no secret ballot.

##### The voting procedure:

Step 1: Election officer

The Deputy Secretary General will function as the election officer during the voting procedure of the chairperson of the Steering Committee. The task as election officer is to ensure the technical and organisational execution of the voting procedure, the collection of votes and the determination of the result concerning the election of the chairperson.

Step 2: Nomination of the chairperson

All Members can nominate a candidate for election of the chairperson.

Step 3: Decision making procedures and quorum

In order to have a quorum, at least 30 of the Parties have to be present. Members may appoint a substitute or a proxy to attend and vote.

Any Member can abstain from voting. Abstentions are not to be counted as votes for or against and are therefore not to be taken into account.

Step 4: Election of the chairperson

1. The nominee is appointed without voting if only one person was nominated for the position.
2. The election officer initiates a vote when more than one person is nominated for the position. The person with the highest number of votes shall be elected as chairman. The elections shall be by relative majority vote. A relative majority does not require more than 50% yes votes. It can be achieved, for example, in elections when there are more than two candidates to be elected for a function: If the ratio of votes between A, B and C is 40:35:25, A would be elected.

In the event of a tie vote for the candidates with the most votes, the election must be repeated with those candidates.

1. In case there is no candidate for the position of chairperson, the post of chairperson rotates among the members. The rotation is based on the rotation principal of the presidency of the Council of the European Union.

The chair of the Steering Committee shall be from the same member state as the current presidency of the Council of the European Union.

In case one person or more than one person are nominated for the position during that time, new elections must always be held at the beginning of the following Steering Committee Meeting, according to the decision procedures as stated above.

Every two years an election for the chairperson will be carried out according to the decision procedures as stated above.

### Preparation and organisation of meetings

Steering Committee Meetings are planned four times a year, as physical or virtual meetings and will be chaired by the chairperson. NAPCORE Steering Committee Meetings are arranged by Horizontal Activity H.1 Steering Committee Support, which as well prepares the agenda and minutes, in accordance with the chairperson. Decision points need to be clearly indicated in the agenda and supporting documents need to be delivered beforehand. The agenda and supporting documents for all decision points need to be delivered ten working days in advance to the NAPCORE Steering Committee Members.

The minutes of the meetings will document the decisions. They will be prepared by the Deputy Secretary General within two weeks after the meeting and will be shared with all Members. There are two weeks of consideration for all Members, and change requests can be communicated to the Deputy Secretary General. Afterwards, the minutes are considered to be agreed.

### Decision making procedures, voting rules and quorum

#### Voting

All Members are having one vote, except Member States or Countries that are represented by several Members. They will share one vote equally amongst them. Members that have been declared a Defaulting Party are not eligible to vote.

#### Proxy

If a Steering Committee Member cannot participate in a meeting, the Deputy Secretary General shall be informed in advance in writing (paper document or email) on the position of the Steering Committee Member on all agenda items marked ‘for decision’. The Deputy Secretary General can set the vote for those Members by proxy.

The Member also has the opportunity to announce a duly mandated proxy in case of non-availability to the Deputy Secretary General in advance of the meeting in writing (paper document or email). This can be either another mandated representative or another Party of the Steering Committee. The proxy can also vote for those Members, if the Deputy Secretary General is informed by paper document or email about the mandated proxy in advance by the Member.

#### Quorum

In order to have a quorum, at least 30 of the Parties have to be present, given their vote(s) in advance in writing (paper document or email) to the Deputy General Secretary and/or indicated a fully mandated proxy.

#### Decision points

All decision points will be prepared by the Horizontal Activities/Working Groups/Sub-Working Groups by involving all contributing/following Partners based on common understanding and consensus. The Core Alignment Team will offer additional advice concerning the preparation of decisions.

All documents prepared for decisions need to be well known by the Steering Committee Members before the meeting. They have the right to cast their vote during the meetings or in writing (paper document or email) in advance to the Deputy Secretary General for decision points.

#### Decision making

All decisions in the NAPCORE Steering Committee are done openly and aimed to be in full consensus or, if that is not possible, have to be taken with more than 80 % majority of the cast valid votes. Opponents are requested to give subject-specific reasons. Any Member can abstain from voting. Members should consider their respective Type of Membership (Type A1, A2, A3, B) when voting on issues they are not in charge to govern according to the governance principles set out in Section 2.7.2.

#### Decisions by written procedure

Decisions can also be taken by written procedure in between the Steering Committee Meetings in urgent cases. The Deputy Secretary General will coordinate this process, quality assured by the chairperson. The need for taking urgent decisions has to be communicated by the Horizontal Activity/Working Group Leaders to the Deputy Secretary General. The Deputy Secretary General will decide in cooperation with the Core Alignment Team and the chairperson of the Steering Committee on the reasonability of the request. If agreed, the Deputy Secretary General will start the process of written acceptance by providing the relevant documents to the Steering Committee. The Steering Committee Members will have two weeks to give their vote in written to the Deputy Secretary General. The final decision will be communicated by the chairperson.

# Section: Adaptation of the Terms of Reference

To reflect the flexibility required by NAPCORE with many Partners/Associated Partners and interests the Terms of Reference can be adapted according to the following procedures:

* The Terms of Reference will be a decision point in the agenda of each Steering Committee Meeting if needed.
* Suitable Terms of Reference, describing decision procedures, decision making and consensus by reflecting necessary changes to the latest version of the Terms of Reference will be prepared by the Horizontal Activity H.1, led by the Deputy Secretary General. The new version of the Terms of Reference will be shared with the Steering Committee Members at least ten working days before the Steering Committee Meeting.
* The decision on Approval of a new version of the Terms of Reference will be taken as first item of each Steering Committee Meeting with a majority of 80 % or more of cast valid votes. Opponents are requested to give subject-specific reasons. If a majority of at least 80% cannot be found, the current version of the Terms of Reference remains in effect.

# Attachment 2: Accession document template

**ACCESSION**

**of a new Party to**

**NAPCORE 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: Background

Version 1.0, September 2021

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