



NAPCORE-X

CONSORTIUM AGREEMENT

STIPULATED IN REFERENCE TO the GRANT AGREEMENT
Project 101234721 — 25-EU-TG-NAPCORE-X

Version 1.0
2 February 2026

Table of Content

[Change Records]	3
CONSORTIUM AGREEMENT	4
1 Section: Definitions	8
2 Section: Purpose	9
3 Section: Entry into force, duration and termination	9
4 Section: Responsibilities of Parties	10
5 Section: Liability towards each other	12
6 Section: Governance structure	13
7 Section: Financial provisions	15
8 Section: Results	17
9 Section: Access Rights	18
10 Section: Non-disclosure of information	21
11 Section: Miscellaneous	22
12 Section: Signatures	24
Attachment 1: NAPCORE Terms of Reference	101
1 Section: Purpose	101
2 Section: Governance structure and operational procedures	101
3 Section: Adaptation of the Terms of Reference	110
Attachment 2: Accession document template	111
Attachment 3: Background	112

[Change Records]

Version	Date	Changes
1 - DESCA	February 2014	
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
0.7 - SOCRATES	13 July 2021	based on SOCRATES ^{2.0} 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 - Coordinator)
1.01 – NAPCORE	8 September 2021	Name of Party 30 changed to National Highways Limited; final version of NAPCORE project
0.2 – NAPCORE-X	23 July 2025	Reworked for NAPCORE-X; first draft
0.3 – NAPCORE-X	18 August 2025	Legal review by Coordinator; first draft to be shared with NAPCORE-X partners for review
0.4 – NAPCORE-X	5 September 2025	Feedback from NAPCORE-X partners included
0.5 – NAPCORE-X	9 September 2025	Feedback from NAPCORE-X partners reviewed, considered, commented
0.6 – NAPCORE-X	October 2025	Internal version
0.7 – NAPCORE-X	24 November 2025	For Feedback from NAPCORE-X partners. Changes in the Associated Partner obligations, section 6 alignment with ToR, comments considered
0.95 – NAPCORE-X	19 December 2025	Finalized version for final editorial and legal check
0.96 – NAPCORE-X	26 January 2026	Last changes for internal review (definition of excess Payment, use of Beneficiary/Party)
1.0 – NAPCORE-X	2 February 2026	Final version for signature

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT

is made on 16 February 2026 hereinafter referred to as the Effective Date

BETWEEN:

1. Bundesanstalt für Straßen- und Verkehrswesen (DE-BAST) - established in Germany (DE), the Coordinator
2. FREIE UND HANSESTADT HAMBURG (DE-HH) - established in Germany (DE),
3. MINISTERIUM FÜR UMWELT, NATURSCHUTZ UND VERKEHR DES LANDES NORDRHEIN-WESTFALEN (DE-NRW-MIN) - established in Germany (DE),
4. NVBW - NAHVERKEHRSGESELLSCHAFT BADEN-WÜRTTEMBERG MBH (DE-NVBW) - established in Germany (DE),
5. RHEIN-MAIN-VERKEHRSVERBUND SERVICEGELLSCHAFT MBH (DE-RMS) - established in Germany (DE),
6. Mobilitätsverbunde Österreich OG (AT-MVO) - established in Austria (AT),
7. AUTOBAHNEN- UND SCHNELLSTRASSEN-FINANZIERUNGS-AKTIENGESSELLSCHAFT (AT-ASFINAG) - established in Austria (AT),
8. AUSTRIATECH - GESELLSCHAFT DES BUNDES FÜR TECHNOLOGIEPOLITISCHE MASSNAHMEN GMBH (AT-ATE) - established in Austria (AT),
9. SERVICE PUBLIC FEDERAL MOBILITE ET TRANSPORTS (BE-FED) - established in Belgium (BE),
10. VLAAMSE GEWEST (BE-FL) - established in Belgium (BE),
11. INSTITUT GEOGRAPHIQUE NATIONAL (BE-NGI) - established in Belgium (BE),
12. HRVATSKE CESTE DRUSTVO S OGRANICENOM ODGOVORNOSCU ZA UPRAVLJANJE GRADENJE I ODRZAVANJE DRZAVNIH CESTA (HR-CESTE) - established in Croatia (HR),
13. MINISTARSTVO MORA, PROMETA I INFRASTRUKTURE (HR-MMPI) - established in Croatia (HR),
14. YPOURGEIO METAFORON, EPIKOINONION KAI ERGON (CY-PWD) - established in Cyprus (CY),
15. CENTRUM DOPRAVNIHO VYZKUMU v.v.i. (CZ-CDV) - established in Czech Republic (CZ),
16. MINISTERSTVO DOPRAVY (CZ-MDCR) - established in Czech Republic (CZ),
17. CESKE VYSOKE UCENI TECHNICKE V PRAZE (CZ-CVUT) - established in Czech Republic (CZ),
18. TAMTAM RESEARCH SRO (CZ-TTR) - established in Czech Republic (CZ),
19. VEJDIREKTORATET (DK-DRD) - established in Denmark (DK),
20. TRAFIKSTYRELSEN (DK-TS) - established in Denmark (DK),
21. TRANSPORDIAMET (EE-ETA) - established in Estonia (EE),
22. LIIKENTEENOHJAUSYHTIO FINTRAFFIC OY (FI-FINTRA) - established in Finland (FI),

23. LIIKENNE- JA VIESTINTÄVIRASTO (FI-TRAFICOM) - established in Finland (FI),
24. MINISTÈRE DE LA TRANSITION ÉCOLOGIQUE, DE L'ÉNERGIE, DU CLIMAT ET DE LA PRÉVENTION DES RISQUES (FR-MIN) - established in France (FR),
25. CENTRE D'ÉTUDES ET D'EXPERTISE SUR LES RISQUES L'ENVIRONNEMENT LA MOBILITÉ ET L'AMÉNAGEMENT (FR-CEREMA) - established in France (FR),
26. AUTORITÉ DE RÉGULATION DES TRANSPORTS (FR-ART) - established in France (FR),
27. ΥΠΟΥΡΓΕΙΟ ΥΠΟΔΟΜΩΝ ΚΑΙ ΜΕΤΑΦΟΡΩΝ (GR-MIN) - established in Greece (GR),
28. ÉPÍTÉSZI ÉS KÖZLEKEZÉSI MINISZTERIUM (HU-EKM) - established in Hungary (HU),
29. MAGYAR KÖZUT NONPROFIT ZÁRTKÖRŰEN MŰKÖDŐ RÉSZVÉNYTÁRSASÁG (HU-KÖZUT) - established in Hungary (HU),
30. DEPARTMENT OF TRANSPORT (IE-DFT) - established in Ireland (IE),
31. MINISTERO DELLE INFRASTRUTTURE E DEI TRASPORTI (IT-MIN) - established in Italy (IT),
32. SOCIETÀ INIZIATIVE NAZIONALI AUTOSTRADALI - S.I.N.A. SPA (IT-SINA) - established in Italy (IT),
33. AUTOSTRADE PER L'ITALIA SPA (IT-ASPI) - established in Italy (IT),
34. MOVYON S.P.A. (IT-MOVYON) - established in Italy (IT),
35. 5T SRL (IT-5T) - established in Italy (IT),
36. CEFRIEL SOCIETÀ CONSORTILE A RESPONSABILITÀ LIMITATA SOCIETÀ BENEFIT (IT-CEF) - established in Italy (IT),
37. QMAP SRL (IT-QM) - established in Italy (IT),
38. Sinelec SPA (IT-SINELEC) - established in Italy (IT),
39. LATVIJAS VALSTS CELI (LV-CELI) - established in Latvia (LV),
40. AKCINĖ BENDROVĖ VIA LIETUVA (LT-VIA) - established in Lithuania (LT),
41. AUTHORITY FOR TRANSPORT IN MALTA (MT-TRANSP) - established in Malta (MT),
42. MINISTERIE VAN INFRASTRUCTUUR EN WATERSTAAT (NL-MIN) - established in the Netherlands (NL),
43. GENERALNA DYREKCJA DRÓG KRAJOWYCH I AUTOSTRAD (PL-GDNRM) - established in Poland (PL),
44. INSTITUTO DA MOBILIDADE E DOS TRANSPORTES, I.P. (PT-IMT) - established in Portugal (PT),
45. ARMIS - SISTEMAS DE INFORMACÃO LDA (PT-ARMIS) - established in Portugal (PT),
46. MINISTERUL TRANSPORTURILOR ȘI INFRASTRUCTURII (RO-MIN) - established in Romania (RO),
47. COMPANIA NAȚIONALĂ DE ADMINISTRARE A INFRASTRUCTURII RUTIERE SA (RO-NCRIA) - established in Romania (RO),
48. ORGANIZAȚIA ROMÂNĂ PENTRU IMPLEMENTAREA SISTEMELOR INTELIGENTE DE TRANSPORT (RO-ITS) - established in Romania (RO),
49. ELECTRONIC SOLUTIONS SRL (RO-ELSOL) - established in Romania (RO),
50. MINISTERSTVO DOPRAVY SR (SK-MIN) - established in Slovak Republic (SK),
51. MINISTRSTVO ZA INFRASTRUKTURO (SI-MZI) - established in Slovenia (SI),

- 52. UNIVERZA V MARIBORU (SI-UM) - established in Slovenia (SI),
- 53. JEFATURA CENTRAL DE TRAFICO (ES-DGT) - established in Spain (ES),
- 54. TRAFIKVERKET - TRV (SE-TV) - established in Sweden (SE),
- 55. Samtrafiken i Sverige Aktiebolag*Interconnection in Sweden Limited Liability Company (SE-ST) - established in Sweden (SE),
- 56. MINISTERUL INFRASTRUCTURII SI DEZVOLTARII REGIONALE (XMD-MIN) - established in Moldova (MD),
- 57. UNION INTERNATIONALE DES TRANSPORTS PUBLICS (Y-UITP) - established in Belgium (BE),
- 58. Information Technology for Public Transport (Y-ITxPT) - established in Belgium (BE),
- 59. EUROPEAN ROAD TRANSPORT TELEMATICS IMPLEMENTATION COORDINATION ORGANISATION - INTELLIGENT TRANSPORT SYSTEMS & SERVICES EUROPE (Y-ERTICO) - established in Belgium (BE),

hereinafter referred to as “Beneficiaries”

- 60. DIE AUTOBAHN GMBH DES BUNDES (DE-AB) - established in Germany (DE),
- 61. BUNDESMINISTERIUM FUER INNOVATION, MOBILITAET UND INFRASTRUKTUR (AT-BMIMI) - established in Austria (AT),
- 62. SERVICE PUBLIC DE WALLONIE (BE-WAL) - established in Belgium (BE),
- 63. MINISTERSTVO NA TRANSPORTA I SAOBSHTENIYATA (BG-MIN) - established in Belgium (BG),
- 64. Agentsia Patna Infrastruktura (BG-API) - established in Bulgaria (BG),
- 65. KLIIMAMINISTEERIUM (EE-MIN-KLI) - established in Estonia (EE),
- 66. ASSOCIATION PROFESSIONNELLE DES SOCIETES FRANCAISES CONCESSIONNAIRES OU EXPLOITANTES D AUTOROUTES OU D OUVRAGES ROUTIERS (FR-ASFA) - established in France (FR),
- 67. NATIONAL ROADS AUTHORITY (IE-TII) - established in Ireland (IE),
- 68. National Transport Authority (IE-NTA) - established in Ireland (IE),
- 69. MINISTERE DE LA MOBILITE ET DES TRAVAUX PUBLICS (LU-MIN) - established in Luxemburg (LU),
- 70. MINISTERSTWO INFRASTRUKTURY (PL-MIN) - established in Poland (PL),
- 71. VEGAGERDIN (XIS-VEG) - established in Iceland (IS),
- 72. MINISTARSTVO SAOBRACAJA I POMORSTVA (XME-MIN) - established in Montenegro (ME),
- 73. STATENS VEGVESEN (XNO-NPRA) - established in Norway (NO),
- 74. Bundesamt für Strassen (XCH-FEDRO) - established in Switzerland (CH),
- 75. DEPARTMENT FOR TRANSPORT (XUK-DFT) - established in the United Kingdom (UK),
- 76. NATIONAL HIGHWAYS LIMITED (XUK-NH) - established in the United Kingdom (UK),
- 77. TRANSPORTSTYRELSEN (SE-STA) - established in Sweden (SE)

hereinafter referred to as “Associated Partners”

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

relating to the Action entitled

Continuation of NAPCORE - the National Access Point Coordination Organisation for Europe

in short

NAPCORE-X or NAPCORE

hereinafter referred to as “Project”

WHEREAS:

The Parties submitted a Proposal for the implementation of the Action as defined in Grant Agreement Project 101234721 — 25-EU-TG-NAPCORE-X 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 Continuation of NAPCORE - the National Access Point Coordination Organisation for Europe.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Section: Definitions

1.1 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.

1.2 Additional Definitions

“Access Rights”

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

“Background”

means any data, know-how or information – whatever is form or nature (tangible or intangible), including any rights such as intellectual property rights – as defined in the Article 16.1 of the Grant Agreement that is:

- (a) held by the Parties before they acceded to the Agreement and
- (b) needed to implement the action or exploit the results.

“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 (Annex I of the Grant Agreement) and which may be updated by the NAPCORE Steering Committee.

“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.

“Excess Payments”

A Beneficiary has received Excess Payment:

- 1. if the payment received from the Coordinator exceeds the amount declared OR
- 2. if the Beneficiary received more funding than approved by the Granting Authority.

“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.

“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.

2 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.

3 Section: Entry into force, duration and termination

3.1 Entry into force

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

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

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

3.2 Duration and termination

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

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

If

- the Grant Agreement is not signed by the Funding Authority or a Beneficiary, 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 32.2 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.

3.3 Survival of rights and obligations

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

Termination shall not affect any rights or obligations of a Party leaving the 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 necessary input, deliverables and documents for the period of its participation.

4 Section: Responsibilities of Parties

4.1 General principles

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

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 and the Beneficiaries shall responsibly manage the access of its employees to the EU Funding & Tenders Portal.

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

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 Secretary General 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 Secretary General;
- (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.

4.2 Specific responsibilities for Associated Partners

For the avoidance of doubt, the Associated Partners do not sign the Grant Agreement and do not receive funding from the Funding Authority and therefore do not have a right to charge costs or claim contributions from the Funding Authority. However, certain terms and conditions of the Grant Agreement and its Annexes are applicable to the Associated Partners.

The Associated Partners hereby commit to implement the Project tasks attributed to it/them in Annex 1 of the Grant Agreement.

In addition, the Associated Partners hereby commit especially to the following articles of the Grant Agreement and related regulations of Annex 5:

- Subcontractors (Art. 9.3 paragraph 1, 3 and 4)
- Proper implementation of the action (Article 11)
- Conflicts of interest (Article 12)
- Confidentiality and security (Article 13)
- Ethics and values (Article 14)
- Intellectual Property Rights (IPR) - Background and Results - Access Rights and Rights of use (Art. 16)
- Visibility (Article 17.2)
- Specific rules for carrying out the action (Article 18)
- Information obligations (Article 19)
- Record-keeping (Article 20)

The Associated Partners support the Beneficiaries regarding their exploitation, dissemination and Open Science obligations and commit to contribute to the technical and continuous reporting during and after the implementation of the Project.

Furthermore, the Associated Partners notwithstanding Articles 10.1 and 25.4 of the Grant Agreement, hereby explicitly agree to cooperate with any investigation bodies according to Article 25 of the Grant Agreement (the Funding Authority, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO), the European Court of Auditors (ECA)), so that these bodies can carry out checks, reviews, audits and investigations. However, Associated Partners shall not be required to grant access to documents, sites, or premises for on-the-spot visits or inspections, as they do not receive any EU funding.

Any Associated Partner from a non EU-country undertakes to comply additionally with any other obligation (except from granting access) arising from Art. 10.1 of the Grant Agreement.

In case of termination or being declared a Defaulting Party, an Associated Partner shall, within the limits specified in section 5.2 of this Consortium Agreement, bear any reasonable and justifiable costs occurring to the other Parties for performing this Associated Partners tasks and the costs for additional efforts necessary to implement the Project.

Should the Associated Partner(s) be obliged to sign a separate agreement concerning its funding for the Project, it is the responsibility of the Associated Partner to ensure such agreement is not in conflict with this Consortium Agreement.

By way of derogation from the aforementioned provisions under Article 4.2., the Associated Partners shall have no obligation to provide financial reporting, insofar as such information does not affect the implementation of the action.

If an Associated Partner is unable to implement certain obligations due to a different legal framework in its country compared to European law, it shall inform the Coordinator in advance in order to identify an appropriate solution.

4.3 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.

4.4 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.

A party that involves third parties shall ensure that those third parties under their responsibility actively and constructively contribute to the successful implementation and positive outcome of the Action. If third parties demonstrably obstruct the achievement of project results — as determined by a decision of the NAPCORE Steering Committee as described in 2.14.6.5. in the Terms of Reference — and fail to act in accordance with the principles outlined in this clause, the Party may be held accountable and subject to appropriate measures under the Consortium Agreement.

4.5 Specific responsibilities regarding data protection

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws (the *Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data* and relevant national data protection law applicable to said Party) within the scope of the performance and administration of the Project and of this Consortium Agreement.

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

5 Section: Liability towards each other

5.1 No warranties

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

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, except

where such Party knew and failed to inform about such rights. The party granting access rights shall indicate any known access rights.

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or gross negligence. This limitation of liability shall not apply in the event of a breach of confidentiality obligations. In such cases, the breaching Party shall be liable for any resulting damages, including indirect or consequential losses.

A Party's general aggregate liability towards the other Parties collectively shall be limited to once the Beneficiary's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement and in case of Associated Partners to € 0, except in cases of fraud, wilful misconduct, gross negligence, or liability for death or personal injury.

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 or gross negligence, or breach of confidentiality obligations.

For Associated Partners, the liability cap of €0 applies to both the general aggregate liability and any remaining contractual liability, except in cases of fraud, wilful misconduct, gross negligence, or liability for death or personal injury. The terms of this Consortium Agreement shall not be construed to amend or limit any Party's statutory liability.

5.3 Damage caused to third parties

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

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure (Art. 35 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.

6 Section: Governance structure

6.1 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. Its composition, decision-making procedures, and operational rules are defined in the Terms of Reference (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 Secretary General.
- The **Project Coordinator** is the legal entity acting as intermediary between the Parties and the Funding Authority and appoints the Secretary General. 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 **Secretary General** is the Project's project manager and is appointed by the Project Coordinator. The Secretary General 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 Deputy Secretary General which is the person leading WG7 as nominated by the lead partner of Working Group 7 according to the Grant Agreement. The Deputy Secretary General supports the Secretary General and takes over its responsibilities whenever required.
- The NAPCORE **Advisory Board** is an advising body for solicited and unsolicited advices to NAPCORE's Consortium Bodies.
- Furthermore, there are **Working Groups** and **Task Groups**, with their respective **Working Groups Leaders** and **Task Leaders**. They and additional provisions for other Consortium Bodies are further described under the Terms of Reference in Attachment 1.

6.2 General operational procedures for all Consortium Bodies

Operational procedures, including meeting organisation, representation, decision-making, voting rules, and quorum, are governed by the Terms of Reference (Attachment 1). These procedures may be updated independently of this Consortium Agreement, subject to approval by the Steering Committee as defined therein.

6.3 Responsibilities of the Consortium Bodies

The Coordinator and Secretary General shall perform their roles in accordance with the Grant Agreement and this Consortium Agreement. The Coordinator shall not act on behalf of other Parties unless explicitly authorised. The Secretary General may establish a Project Secretariat to support operational management

6.4 Principles of Governance

The governance of the Consortium shall be guided by the following principles:

- Transparency: All Consortium Bodies shall operate in a transparent manner, ensuring that decisions, processes, and communications are documented and accessible to relevant Parties.
- Consensus-Oriented Decision-Making: The Steering Committee shall aim for consensus in all strategic decisions. Where consensus cannot be reached, voting procedures as defined in the Terms of Reference shall apply.
- Accountability: Each Consortium Body and its members are accountable for fulfilling their roles as defined in the Grant Agreement, this Consortium Agreement, and the Terms of Reference.
- Inclusiveness: All Parties shall have the opportunity to participate in governance processes through their designated representatives and roles.

6.5 Agility

The Consortium shall maintain the ability to adapt its operational procedures through updates to the Terms of Reference, while preserving the fundamental governance structure defined herein.

6.6 Relationship Between Consortium Agreement and Terms of Reference

The Terms of Reference (Attachment 1) provide detailed operational rules and procedures for the Consortium Bodies. These Terms of Reference may be updated by decision of the Steering Committee, in accordance with the procedures defined therein.

In case of conflict between the Consortium Agreement and the Terms of Reference, the provisions of the Consortium Agreement shall prevail.

7 Section: Financial provisions

7.1 General Principles

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

7.1.2 Justifying Costs

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

7.1.3 Funding Principles

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

A Beneficiary who spends 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 Task 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.

7.1.4 Return of excess payments; receipts

7.1.4.1

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

7.1.4.2

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

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

A Beneficiary 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.

7.2 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.

7.3 Payments

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

In particular, the Coordinator shall:

- notify the Beneficiary concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts
- With reference to the Grant Agreement, no Beneficiary 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.

7.3.2 Payment schedule, recovering of payments

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

Funding of costs included in the Consortium Plan will be paid to Beneficiaries 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 Beneficiary concerned.

The Coordinator is entitled to withhold any payments due to a Beneficiary 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 Beneficiary when this is suggested by or agreed with the Funding Authority.

8 Section: Results

8.1 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 Secretary General and Deputy Secretary General thereof. This is only possible for Results for which the Party or the Parties did virtually all the work to create it. The Secretary General 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.

8.2 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.

8.3 Dissemination

8.3.1 Confidentiality obligations

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

8.3.2 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 strategy (created by Task 8.1) and
- in accordance with Art. 17 of the Grant Agreement.

For guidance the Leader of Task 8.1 “OVERALL DISSEMINATION AND COMMUNICATION MANAGEMENT” 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.

8.3.3

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.

9 Section: Access Rights

9.1 Background included

9.1.1

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

9.1.2

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.

9.2 General Principles

9.2.1

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

9.2.2

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

9.2.3

Access Rights shall be free of any administrative transfer costs.

9.2.4

Access Rights are granted on a non-exclusive basis.

9.2.5

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

9.2.6

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

9.2.7

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

9.2.8

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.

9.3 Access Rights for implementation

Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Attachment 3.

9.4 Access Rights for Exploitation

9.4.1 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.

9.4.2

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.

9.4.3

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

9.5 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.

9.6 Access Rights for Parties entering or leaving the Consortium

9.6.1 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.

9.6.2 Parties leaving the Consortium

9.6.2.1 Access Rights granted to a leaving Party

9.6.2.1.1 Defaulting Party

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

9.6.2.1.2 Non-defaulting Party

A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Section 9.4.3.

9.6.2.2 Access Rights to be granted by any leaving Party

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

9.7 Specific Provisions for Access Rights to Software

9.7.1 Definitions relating to Software

“Application Programming Interface”

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

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

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

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

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

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

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

9.7.2 General principles

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

9.7.3 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.

9.7.4 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.

10 Section: Non-disclosure of information

10.1

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

10.2

The 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.

10.3

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.

11 Section: Miscellaneous

11.1 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.

11.2 No representation, partnership or agency

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

11.3 Formal 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 Secretary General. The address list shall be accessible to all Parties.

11.4 Assignment and amendments

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

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.

11.5 Mandatory national law

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

11.6 Language

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

11.7 Applicable law

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

11.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

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.

12 Section: Signatures

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

1. Bundesanstalt für Straßen- und Verkehrswesen (DE-BAST) - established in Germany (DE)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

2. FREIE UND HANSESTADT HAMBURG (DE-HH) - established in Germany (DE)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

**3. MINISTERIUM FÜR UMWELT, NATURSCHUTZ UND VERKEHR DES LANDES
NORDRHEIN-WESTFALEN (DE-NRW-MIN) - established in Germany (DE)**

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

4. NVBW - NAHVERKEHRSGESELLSCHAFT BADEN-WURTTENBERG MBH (DE-NVBW) - established in Germany (DE)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

**5. RHEIN-MAIN-VERKEHRSVERBUND SERVICEGELLSCHAFT MBH (DE-RMS) -
established in Germany (DE)**

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

6. Mobilitätsverbunde Österreich OG (AT-MVO) - established in Austria (AT)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

**7. AUTOBAHNEN- UND SCHNELLSTRASSEN-FINANZIERUNGS-
AKTIENGESELLSCHAFT (AT-ASFINAG) - established in Austria (AT)**

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

8. AUSTRIATECH - GESELLSCHAFT DES BUNDES FÜR TECHNOLOGIEPOLITISCHE MASSNAHMEN GMBH (AT-ATE) - established in Austria (AT)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

9. SERVICE PUBLIC FEDERAL MOBILITE ET TRANSPORTS (BE-FED) - established in Belgium (BE)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

10. VLAAMSE GEWEST (BE-FL) - established in Belgium (BE)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

11. INSTITUT GEOGRAPHIQUE NATIONAL (BE-NGI) - established in Belgium (BE)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

**12. HRVATSKE CESTE DRUSTVO S OGRANICENOM ODGOVORNOSCU ZA
UPRAVLJANJE GRADENJE I ODRZAVANJE DRZAVNIH CESTA (HR-CESTE) -
established in Croatia (HR)**

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

13. MINISTARSTVO MORA, PROMETA I INFRASTRUKTURE (HR-MMPI) - established in Croatia (HR)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

14. YPOURGEIO METAFORON, EPIKOINONION KAI ERGON (CY-PWD) - established in Cyprus (CY)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

15. CENTRUM DOPRAVNIHO VYZKUMU v.v.i. (CZ-CDV) - established in Czech Republic (CZ)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

16. MINISTERSTVO DOPRAVY (CZ-MDCR) - established in Czech Republic (CZ)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

17. CESKE VYSOKE UCENI TECHNICKE V PRAZE (CZ-CVUT) - established in Czech Republic (CZ)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

18. TAMTAM RESEARCH SRO (CZ-TTR) - established in Czech Republic (CZ)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

19. VEJDIREKTORATET (DK-DRD) - established in Denmark (DK)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

20. TRAFIKSTYRELSEN (DK-TS) - established in Denmark (DK)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

21. TRANSPORDIAMET (EE-ETA) - established in Estonia (EE)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

22. LIIKENTEENOHJAUSYHTIO FINTRAFFIC OY (FI-FINTRA) - established in Finland (FI)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

23. LIIKENNE- JA VIESTINTAVIRASTO (FI-TRAFICOM) - established in Finland (FI)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

24. MINISTERE DE LA TRANSITION ECOLOGIQUE, DE L'ENERGIE, DU CLIMAT ET DE LA PREVENTION DES RISQUES (FR-MIN) - established in France (FR)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

25. CENTRE D ETUDES ET D EXPERTISE SUR LES RISQUES L ENVIRONNEMENT LA MOBILITE ET L AMENAGEMENT (FR-CEREMA) - established in France (FR)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

26. AUTORITE DE REGULATION DES TRANSPORTS (FR-ART) - established in France (FR)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

27. YPOURGEIO YPODOMON KAI METAFORON (GR-MIN) - established in Greece (GR)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

28. EPITESI ES KOZLEKEDESI MINISZTERIUM (HU-EKM) - established in Hungary (HU)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

**29. MAGYAR KOZUT NONPROFIT ZARTKORUEN MUKODO RESZVENYTARSASAG
(HU-KOZUT) - established in Hungary (HU)**

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

30. DEPARTMENT OF TRANSPORT (IE-DFT) - established in Ireland (IE)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

31. MINISTERO DELLE INFRASTRUTTURE E DEI TRASPORTI (IT-MIN) - established in Italy (IT)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

32. SOCIETA INIZIATIVE NAZIONALI AUTOSTRADALI - S.I.N.A. SPA (IT-SINA) - established in Italy (IT)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

33. AUTOSTRADE PER L'ITALIA SPA (IT-ASPI) - established in Italy (IT)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

34. MOVYON S.P.A. (IT-MOVYON) - established in Italy (IT)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

35. 5T SRL (IT-5T) - established in Italy (IT)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

**36. CEFRIEL SOCIETA CONSORTILE A RESPONSABILITA LIMITATA SOCIETA
BENEFIT (IT-CEF) - established in Italy (IT)**

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

37. QMAP SRL (IT-QM) - established in Italy (IT)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

38. Sinelec SPA (IT-SINELEC) - established in Italy (IT)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

39. LATVIJAS VALSTS CELI (LV-CELI) - established in Latvia (LV)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

40. AKCINE BENDROVE VIA LIETUVA (LT-VIA) - established in Lithuania (LT)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

41. AUTHORITY FOR TRANSPORT IN MALTA (MT-TRANSP) - established in Malta (MT)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

42. MINISTERIE VAN INFRASTRUCTUUR EN WATERSTAAT (NL-MIN) - established in the Netherlands (NL)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

**43. GENERALNA DYREKCJA DRÓG KRAJOWYCH I AUTOSTRAD (PL-GDNRM) -
established in Poland (PL)**

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

44. INSTITUTO DA MOBILIDADE E DOS TRANSPORTES, I P (PT-IMT) - established in Portugal (PT)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

45. ARMIS - SISTEMAS DE INFORMACAO LDA (PT-ARMIS) - established in Portugal (PT)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

46. MINISTERUL TRANSPORTURILOR SI INFRASTRUCTURII (RO-MIN) - established in Romania (RO)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

**47. COMPANIA NATIONALA DE ADMINISTRARE A INFRASTRUCTURII RUTIERE SA
(RO-NCRIA) - established in Romania (RO)**

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

48. ORGANIZATIA ROMANA PENTRU IMPLEMENTAREA SISTEMELOR INTELIGENTE DE TRANSPORT (RO-ITS) - established in Romania (RO)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

49. ELECTRONIC SOLUTIONS SRL (RO-ELSOL) - established in Romania (RO)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

50. MINISTERSTVO DOPRAVY SR (SK-MIN) - established in Slovak Republic (SK)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

51. MINISTRSTVO ZA INFRASTRUKTURO (SI-MZI) - established in Slovenia (SI)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

52. UNIVERZA V MARIBORU (SI-UM) - established in Slovenia (SI)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

53. JEFATURA CENTRAL DE TRAFICO (ES-DGT) - established in Spain (ES)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

54. TRAFIKVERKET - TRV (SE-TV) - established in Sweden (SE)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

55. Samtrafiken i Sverige Aktiebolag*Interconnection in Sweden Limited Liability Company (SE-ST) - established in Sweden (SE)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

**56. MINISTERUL INFRASTRUCTURII SI DEZVOLTARII REGIONALE (XMD-MIN) -
established in Moldova (MD)**

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

57. UNION INTERNATIONALE DES TRANSPORTS PUBLICS (Y-UITP) - established in Belgium (BE)

Signature

Name of signatory: Mohamed Mezghani (*)

Title / Role: Secretary General

Organisation / Company: UITP

Date:

Stamp (if applicable)

() Acting on behalf of Mohamed Mezghani SARL*

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

58. Information Technology for Public Transport (Y-ITxPT) - established in Belgium (BE)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

59. EUROPEAN ROAD TRANSPORT TELEMATICS IMPLEMENTATION COORDINATION ORGANISATION - INTELLIGENT TRANSPORT SYSTEMS & SERVICES EUROPE (Y-ERTICO) - established in Belgium (BE)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

60. DIE AUTOBAHN GMBH DES BUNDES (DE-AB) - established in Germany (DE)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

**61. BUNDESMINISTERIUM FUER INNOVATION, MOBILITAET UND INFRASTRUKTUR
(AT-BMIMI) - established in Austria (AT)**

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

62. SERVICE PUBLIC DE WALLONIE (BE-WAL) - established in Belgium (BE)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

63. MINISTERSTVO NA TRANSPORTA I SAOBSHTENIYATA (BG-MIN) - established in Belgium (BG)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

64. Agentsia Patna Infrastruktura (BG-API) - established in Bulgaria (BG)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

65. KLIIMAMINISTEERIUM (EE-MIN-KLI) - established in Estonia (EE)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

**66. ASSOCIATION PROFESSIONNELLE DES SOCIETES FRANCAISES
CONCESSIONNAIRES OU EXPLOITANTES D AUTOROUTES OU D OUVRAGES
ROUTIERS (FR-ASFA) - established in France (FR)**

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

67. NATIONAL ROADS AUTHORITY (IE-TII) - established in Ireland (IE)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

68. National Transport Authority (IE-NTA) - established in Ireland (IE)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

69. MINISTERE DE LA MOBILITE ET DES TRAVAUX PUBLICS (LU-MIN) - established in Luxembourg (LU)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

70. MINISTERSTWO INFRASTRUKTURY (PL-MIN) - established in Poland (PL)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

71. VEGAGERDIN (XIS-VEG) - established in Iceland (IS)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

72. MINISTARSTVO SAOBRAĆAJA I POMORSTVA (XME-MIN) - established in Montenegro (ME)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

73. STATENS VEGVESEN (XNO-NPRA) - established in Norway (NO)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

74. Bundesamt für Strassen (XCH-FEDRO) - established in Switzerland (CH)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

75. DEPARTMENT FOR TRANSPORT (XUK-DFT) - established in the United Kingdom (UK)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

76. NATIONAL HIGHWAYS LIMITED (XUK-NH) - established in the United Kingdom (UK)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

AS WITNESS WHEREOF,

the Parties have caused this Consortium Agreement to be executed by their duly authorised representatives, each on a separate signature page, as of the date first written above.

77. TRANSPORTSTYRELSEN (SE-STA) - established in Sweden (SE)

Signature

Name of signatory:

Title / Role:

Organisation / Company:

Date:

Stamp (if applicable)

Attachment 1: NAPCORE Terms of Reference

Version 1.0, 24 September 2025

1 Section: Purpose

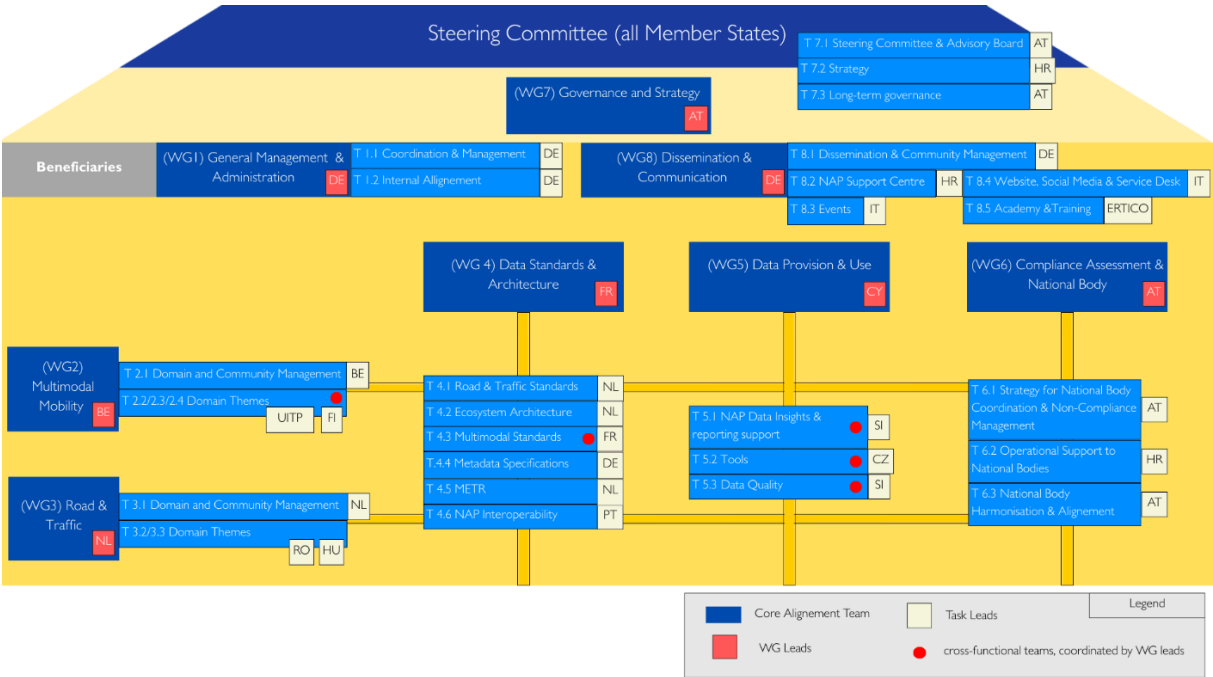
NAPCORE picks article 5(3) of the ITS Directive as mandate, which asks Member States to collaborate on the operational aspects of the implementation of the specifications adopted by the Commission. The vision and mission for NAPCORE is outlined in the NAPCORE Outlook Paper (2024).

In order to follow the vision of NAPCORE and accomplish the objectives of the initiative, funding mechanisms are required. The funding of the NAPCORE and NAPCORE-X project via Connecting Europe Facility (CEF) 2 currently secures the financing of the initiative. These funding mechanisms, however, should be regarded as separate from the strategic governance and decision-making processes. While the Consortium Agreement defines the terms on which the Parties will co-operate in order to implement the objectives of the EC-funded project NAPCORE-X, the NAPCORE Terms of Reference (ToR) elaborate the governance of the NAPCORE Steering Committee. More specifically, the ToR define the structure and decision-making procedures to be followed within the NAPCORE Steering Committee as well as the content to be discussed and agreed upon to define coordination mechanisms for the harmonization of National Access Points and National Bodies across Europe.

2 Section: Governance structure and operational procedures

2.1 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 Working Groups are described in detail in the Grant Agreement.

2.2 Coordinator / Secretary General

The Coordinator coordinates all project management related tasks related to the Grant Agreement. This includes 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 Bodies and activities. In addition, the Secretary General leads WG1, is the main Project Lead and as well responsible for organising the day-to-day management of the project and the management and coordination of the Core Alignment Team (CAT).

2.3 Deputy Secretary General

The Deputy Secretary General acts as deputy for the Secretary General on request or when needed. As Lead of WG7, the Deputy Secretary General is as well responsible for the preparation and management of the Steering Committee meetings, supported by the Core Alignment Team and the Working Groups as well as the management of the NAPCORE Advisory Board.

2.4 Working Groups

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

1. General Management & Administration: The primary objective of WG1 "General Management & Administration" is to ensure the seamless execution of the project through effective coordination, administration, and internal alignment.
2. Multimodal Mobility: In the framework of the ITS Directive and the MMTIS Delegated Regulation, the objective of WG2 "Multimodal Mobility" is to implement and coordinate domain specific tasks and subjects related to multimodal mobility.
3. Road & Traffic: The main objective of WG3 "Road & Traffic" is to implement and coordinate domain specific tasks and subjects related to road and traffic information and management services, including the interaction with broader mobility related initiatives, e.g. cycling.
4. Data Standards & Architecture: The aim of WG4 "Data Standards & Architecture" is to ensure proper data standards that are well aligned and harmonised in combination with a robust architecture across the domains of multimodal and road traffic data, the NAPs itself as well as the architecture of the mobility data ecosystem as a whole.
5. Data Provision & Use: This Working Group has the objective to support the NAPs, data holders and data users with supporting toolkits in order to facilitate their tasks and achieve a common understanding of quality concepts and data items.
6. Compliance Assessment & National Bodies: The main objective of WG 6 "Compliance Assessment & National Bodies" is to further harmonise the compliance assessment process carried out by National Bodies/National Authorities for the Delegated Regulations (EU) of the ITS Directive.
7. Governance & Strategy: This Working Group is dealing with all issues concerning the long-term set up of the National Access Points and National Bodies harmonisation, the consideration of foreseeable future requirements and challenges that NAPs and NBs will face as well as the positioning of NAPCORE in European policies and developments in the mobility data domain. In addition, WG 7 is concerned with the organisation and management of Member State alignment and decision making.
8. Dissemination & Communication: The primary objective of WG8 "Dissemination & Communication" is to engage and inform Consortium Bodies and external stakeholders about NAPCORE's achievements and impact, ensuring transparency and fostering active participation.

The Working Groups are made up of Active Participants who actively contribute to the accomplishment of Tasks, participate in regular Working Group/Task meetings and contribute and provide feedback to reports and other documents.

2.5 Working Group Leaders

While the Secretary General is in charge of the overall Project management, the Working Group Leads are responsible for the organisation of the work, and the timely production of all the Deliverables, (draft) technical reports and documents according to quality objectives and deadlines set by the yearly Working Programme, the NAPCORE Core Alignment Team and the NAPCORE Steering Committee. The Working Group Leads organise the Work Package as defined in the Working Programme and shall flag any deviation or risk of non-conformity, non-delivery or performance issue related to a Party or Activity in relation to the work-plan and timing, as soon as the risk or issue is identified. The Working Group Leads can share their responsibilities with the Task Leads.

The responsibilities of the Working Group Leads shall include without limitation:

- the supervision and coordination of work to be carried out by the Beneficiaries involved in the Activities / Tasks to ensure compliance with the Working Programme;
- the provision and update of work plans and timelines, including for delivery of expected results, status updates or content provision as deemed appropriate or requested by the Secretary General, the NAPCORE Core Alignment Team and/or NAPCORE Steering Committee;
- the coordination with other Working Groups, Tasks and the NAPCORE Core Alignment Team;
- the provision of regular updates and status reports in the NAPCORE Academy or any other internal or external setting;

The Working Group Leads shall not be entitled to act or to make legally binding declarations on behalf of any other Party. All Working Group Leads shall represent their respective Working Group in the NAPCORE Core Alignment Team.

The following Beneficiaries will appoint the Working Group Leads from within their own organisation:

ID	Name of the Working Group	Leader
1	General Management & Administration	DE-BASt
2	Multimodal Mobility	BE-FED
3	Road & Traffic	NL-MIN
4	Data Standards & Architecture	FR-MIN
5	Data Provision & Use	CY-PWD
6	Compliance Assessment & National Bodies	AT-ATE
7	Governance & Strategy	AT-ATE
8	Dissemination & Communication	DE-BASt

2.6 Task Leaders

Task Leaders are in charge of individual Tasks, and the timely production of all the (draft) technical reports, documents or Deliverables related to these Tasks according to quality objectives and deadlines set by the Grant Agreement and the NAPCORE Steering Committee. The Task Leaders organise the Tasks as defined in the Working Programme and shall flag any deviation or risk of non-conformity, non-delivery or performance issue related to a Party or Activity in relation to the Working Programme and timing, as soon as the risk or issue is identified to the Work Package Leader.

The responsibilities of the Task Leaders shall include without limitation:

- the day-to-day management of the work to be carried out by the Parties involved, the active planning and progress monitoring of the Activities / Tasks;

- the provision of input to work plans and timelines, distribution of the work and monitoring of the operational execution of the work;
- the cooperation and coordination with the Work Package Leader and other Task Leaders;
- the production of Deliverables and results according to the Grant Agreement;
- the presentation of results or Deliverables in the NAPCORE Academy or in any other setting, if necessary.

2.7 Active Partners

Active Partners contribute directly to the Working Group by setting up (draft) technical reports, documents or Deliverables and joining meetings to participate actively. Active Partners receive more funding than Followers due to higher involvement in the Working Group.

2.8 Followers

Followers do not contribute actively to the Working Groups and shall not participate in Working Group or Task meetings. Their budget is limited to a "Follower budget" for attending the NAPCORE Academy to follow the Task activities and learn about their results and recommendations. Anytime a Follower can become an Active Partner if requested and depending on available resources by expressing interest via e-mail to the Coordinator/Project Secretariat and the corresponding Working Group, Task Leader or Deliverable author.

2.9 NAPCORE Core Alignment Team (CAT)

The NAPCORE Core Alignment Team is the supervisory body for the steering and execution of the Working Programme which shall report to and be accountable to the Steering Committee. It consists of the Working Group Leaders and is responsible for the management of the work in terms of monitoring progress of the work and results in time and quality supporting the Secretary General. The Core Alignment Team is responsible for alignment and coordination between the Working Groups to avoid duplication of work and to identify synergies. It is foreseen that the Core Alignment Team gets together in a virtual meeting every other week.

2.10 Cross-functional Teams

As domain themes or specific topics need to be addressed with different competences and resources, Cross-functional Teams will be assembled, if it is regarded to be necessary. The need for a Cross-functional Team can be defined by either of the Working Groups Leaders or the Steering Committee and will be decided by the CAT. The creation and dissolving of Cross-functional Teams shall be in line with prioritization of topics by the Steering Committee and aligned with available or dedicated resources according the prioritization and the Grant Agreement. A Cross-functional Team is a self-steered team, whose lead will be selected by the team itself. The team leader can be either a Task Leader, a Working Group Leader or an active team member.

2.11 Ambassador Teams

An Ambassador Team acts within and/or across Working Groups, Tasks and domains to address a specific topic (e.g. cycling), as well in the coordination with external actors. The Ambassador Teams are appointed and managed either by the related Working Group or by the CAT.

2.12 Alignment Team

In addition to the Core Alignment Team, the Alignment Team is set up, consisting of the Working Group Leaders, Task Leaders and Leaders of the Cross-functional Teams and Ambassador Teams. The participation in meetings of the Alignment Team will be organised in

an agile way and depends on the respective agenda which will be shared with the Alignment Team members in advance. The Alignment Team as well as the Core Alignment Team are steered by the Secretary General.

2.13 NAPCORE Advisory Board

An Advisory Board composed of relevant sectoral representatives/associations has been set up. This group provides extra non-binding strategic advice and expertise on business and technical aspects. The Advisory Board is managed and supported by Working Group 7. All Working Groups have an active link to the Advisory Board in terms of content-wise cooperation and coordination. Dedicated Advisory Board meetings to inform the Advisory Board members about the status and current achievements as well as to discuss current domain-related developments are foreseen. In addition, organisations will be involved in the community management activities of WG2/WG3, the “Public Programme” of the NAPCORE Academy (and possible dedicated events of the Academy’s “Partner Programme”). Next to the NAPCORE Advisory Board subgroups can be created, to serve specific purposes (e.g. a Data Standards & Architecture Stakeholder Advisory Board).

2.14 NAPCORE Steering Committee

All Member States have committed themselves to collaborating on setting up coordination mechanisms for the harmonization of National Access Points and National Bodies according to article 5(3) of the ITS Directive. This mutual understanding of common work and seeking for agreements forms the cornerstones of the NAPCORE Steering Committee and its Members. In order to achieve common ground for implementations further European countries can become part of the Steering Committee, if they are committed to the regulations and requirements according to the ITS Directive and its Delegated Regulations.

The Steering Committee is the main decision-making body of NAPCORE and focuses on strategic decisions to achieve NAP and NB harmonisation. Each country, which joined the Grant Agreement of NAPCORE, is part of the Steering Committee. Ideally, the respective country is represented by one duly mandated representative. Each Steering Committee Member should aim to deliver their best effort to work towards compromises in order to reach a high level of consensus for the common objective of NAPCORE to harmonise National Access Points and National Bodies.

2.14.1 Members

The NAPCORE Steering Committee is composed of one representative per country. Depending on a country’s relation to the European Union, the votes the Steering Committee members are weighted:

- EU Member States (27): weighted vote by factor 3
- EEA Member States (2): weighted vote by factor 2
- Other countries (4): weighted vote by factor 1

In case a new country not yet represented in the Steering Committee wishes to be admitted, a corresponding request must be submitted to the Core Alignment Team who will hand over the request to the chair of the Steering Committee. The current Steering Committee Members shall then decide on the admission of the respective country by means of a formal decision.

The following countries are Members of the NAPCORE Steering Committee:

Nr.	Country	Country Code	Type of country	Weighted vote/factor
1	Germany	DE	EU Member State	3
2	Austria	AT	EU Member State	3
3	Belgium	BE	EU Member State	3
4	Bulgaria	BG	EU Member State	3

5	Croatia	HR	EU Member State	3
6	Cyprus	CY	EU Member State	3
7	Czech Republic	CZ	EU Member State	3
8	Denmark	DK	EU Member State	3
9	Estonia	EE	EU Member State	3
10	Finland	FI	EU Member State	3
11	France	FR	EU Member State	3
12	Greece	GR	EU Member State	3
13	Hungary	HU	EU Member State	3
14	Ireland	IE	EU Member State	3
15	Italy	IT	EU Member State	3
16	Latvia	LV	EU Member State	3
17	Lithuania	LT	EU Member State	3
18	Luxemburg	LU	EU Member State	3
19	Malta	MT	EU Member State	3
20	Netherlands	NL	EU Member State	3
21	Poland	PL	EU Member State	3
22	Portugal	PT	EU Member State	3
23	Romania	RO	EU Member State	3
24	Slovak Republic	SK	EU Member State	3
25	Slovenia	SI	EU Member State	3
26	Spain	ES	EU Member State	3
27	Sweden	SE	EU Member State	3
28	Iceland	IS	EEA Country	2
29	Moldova	MD	Other Country	1
30	Montenegro	ME	Other Country	1
31	Norway	NO	EEA Country	2
32	Switzerland	CH	Other Country	1
33	United Kingdom	UK	Other Country	1

The NAPCORE Steering Committee consists of one duly mandated representative for each country. The NAPCORE Steering Committee representative needs to be nominated by the countries and communicated to the NAPCORE Secretary General and Deputy Secretary General. This representative might be supported by other partners (Supporting Member), designated by the Steering Committee member (e.g. NAP operator, National Body, subcontractor).

2.14.2 Representation in meetings of the Steering Committee

All Steering Committee Members are expected to participate in all Steering Committee meetings. NAPCORE Steering Committee Members, members of the Core Alignment Team and selected members (based on topic relevancy) of the Alignment Team are invited to these meetings. In addition, experts or external stakeholders can participate upon invitation, if their expertise is deemed necessary.

The European Commission is closely linked to NAPCORE 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 discussions at the NAPCORE Steering

Committee Meetings, also ensuring the link to other related stakeholder groups. They additionally will bring in the policy support needed for such a pan-European harmonisation organisation.

International Associations, who are Consortium Partners, are invited to follow the discussions at the NAPCORE Steering Committee Meetings, without having voting rights.

2.14.3 Tasks and responsibilities of the Steering Committee Members

All Partners commit themselves to contribute to the Working Groups according to their obligations in the Grant Agreement. In addition, all Partners are responsible to keep track of and follow the NAPCORE results regularly via the “Partners Programme” of the NAPCORE Academy. The Partners are requested to review, or if necessary to shape, the results during the process of developing Deliverables with the objective to reach consensus for issuing NAPCORE recommendations. The NAPCORE Steering Committee Members have to decide which Deliverables and outcomes will be decided by them and which will be approved via the NAPCORE Academy.

NAPCORE recommendations are developed with the aim to achieve harmonisation on topics listed in the ITS Directive Article 5(3). All countries are expected to develop a national implementation roadmap to describe their plans regarding the uptake of the NAPCORE recommendations on national level.

With regards to the strategic perspective, NAPCORE results of a strategic nature produced in the Working Groups, should be discussed with all Members and approved by the NAPCORE Steering Committee. These decisions will be related to:

- Endorsing recommendations of strategic nature to facilitate harmonisation on topics listed in the ITS Directive Article 5(3)
- Deliverables concerning the future governance and operation of NAPCORE
- Setting of priorities

2.14.4 Chairperson of the Steering Committee

The NAPCORE Steering Committee is led by a chairperson.

2.14.4.1 Responsibilities

The chairperson is responsible for chairing the Steering Committee Meeting, approving the agenda and proposed decisions points and monitoring the proper implementation of the Terms of Reference. In addition, the chairperson can represent the NAPCORE Steering Committee to the outside world, in cooperation with the Secretary General of NAPCORE.

2.14.4.2 Election

This chairperson is elected amongst the Members in the Steering Committee meetings with a mandate for one year. The election process will be done at the beginning of the Steering Committee meeting.

Should a chairperson leave the respective member's 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.

2.14.4.2.1 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, members holding at least 75% of the weighted votes have to be present. Members may appoint a substitute or 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 chairperson. 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.

(3) 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. This means that the chair of the Steering Committee shall represent 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 be held at the beginning of the following Steering Committee Meeting, according to the decision procedures as stated above.

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

2.14.5 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 Working Group 7 (Strategy & Governance), 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. Within two weeks of consideration, change requests can be communicated to the Deputy Secretary General by all members. Afterwards, the minutes are considered final.

2.14.6 Decision making procedures, voting rules and quorum

2.14.6.1 Voting

Each Steering Committee Member has one vote per decision point. The votes of the Steering Committee Members are weighted according to their relationship with the European Union (see type of country in chapter 2.14.1). The votes of Steering Committee Members representing an EU Member State are weighted by the factor 3, votes of Members representing countries which are part of the European Economic Area (EEA), but not part of the European Union are weighted by the factor of 2 and votes of countries that are neither part of the

European Union nor the European Economic Area are weighted by the factor 1. Members that have been declared a Defaulting Party are not eligible to vote.

2.14.6.2 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 Member 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.

2.14.6.3 Quorum

In order to have a quorum, Members holding at least 75% of all weighted votes have to be present at each Steering Committee meeting or should have given their vote in advance in writing (paper document or email) to a proxy or to the Deputy Secretary General.

2.14.6.4 Decision points

Decision points for the NAPCORE Steering Committee can be Deliverables according to the Working Programme or other strategic decisions, e.g. related priority setting. Decision points are usually prepared within the Working Groups by involving all contributing Partners based on common understanding and consensus. The Core Alignment Team will offer additional advice concerning the preparation of decisions.

All Deliverables have to run through the Partners Programme of the NAPCORE Academy before being presented to the Steering Committee (see Deliverable Approval Process). The NAPCORE Academy consists of all NAPCORE Partners and, in addition to insights into the work and status of the Working Groups, entails the presentation of all NAPCORE Deliverables as drafts as well as in their final stages. Most Deliverables (especially the ones with a rather technical and informative character) will be approved via the Deliverable Approval of the NAPCORE Academy Partner Programme. Certain Deliverables of particular strategic relevance will additionally be presented to and approved by the NAPCORE Steering Committee. The NAPCORE Steering Committee Members can decide which Deliverables and outcomes shall be decided by them.

All documents prepared for decisions need to be well known by the Steering Committee Members before the meeting.

2.14.6.5 Decision making

All decisions in the NAPCORE Steering Committee are done openly and aimed to be in full consensus. For the first vote on a decision point, in case there are more than two weighted votes objecting, the objecting Members are requested to give subject-specific reasons and will be responsible to organise the follow-up procedure (see chapter 2.14.6.6). The second vote after the follow-up procedure is done openly and aimed to be in full consensus. If that is not possible, at least a majority of 80 % of the cast valid weighted votes needs to be reached.

2.14.6.6 Follow-up procedure

Objecting Members have to start the follow-up procedure. The objecting Member(s) have 20 working days to provide alternatives suggestions to the content of a decision point and seek the dialogue with the respective authors, other Members or actors. After an alternative proposal was submitted, a second voting among the Steering Committee Members will take place in written procedure or in the next Steering Committee meeting.

2.14.6.7 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 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.

3 Section: Adaptation of the Terms of Reference

To reflect the flexibility required by NAPCORE with many partners and interests represented, the Terms of Reference can be adapted according to the following procedures:

- The Terms of Reference can be a decision point in the agenda of any 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 Working Group 7 (Strategy & Governance), 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 the Steering Committee Meeting. The decision will be aimed to be in full consensus. If that is not possible the decision can be drawn with a majority of 80 % or more. Objecting Members 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]

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, 2 February 2026

-- empty --