

First Amendment to the Partnership Agreement – Cultural and Creative Spaces and Cities (CCSC)

This is the first amendment to the Partnership Agreement of the project Cultural and Creative Spaces and Cities (CCSC) relating to the Grant Agreement for an Action with Multiple Beneficiaries (EAC-2018-0142), written in collaboration between the consortium partners of the CCSC project.

Contents

I. A. Context and Purpose.....	1
I. B. Glossary and Definitions	1
I. C. Language.....	2
II.A. Signatories of the Agreement.....	3
II.B. Governance and Project Implementation.....	3
II.C. Finance and Administration.....	15
II.D. Visibility and Communications.....	16
II.E. Annexes	22
II.F. Entry into Force, duration and termination	24
III. Signature.....	24

The title and content of section I.A “Context” are replaced by:

I. A. Context and Purpose

Cultural and Creative Spaces and Cities (CCSC) is a policy project co-funded by the Creative Europe programme of the European Union. The project brings together a consortium of ten organisations throughout Europe. This Partnership Agreement formalises the partnership of the ten budget-holding organisations.

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.

The title and content of section I.B “Glossaire / acronym” are replaced by:

I. B. Glossary and Definitions

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

“**Access Rights**” means licenses and user rights to “Foreground” or “Background”.

“Agreement” means this Cooperation Agreement.

“Background” means the information which is held by the Parties prior to the signature of this Agreement, or acquired in parallel with it, as well as copyrights or rights pertaining to such information following applications for, or the issue of, patents, designs, supplementary protection certificates or similar forms of protection.

“Consortium Plan” means the description of the action and the related agreed budget as first defined in the Grant Agreement and which may be updated by the Steering Committee.

Coordination Committee (CC): implementing body within the consortium

Cultural and Creative Spaces and Cities (CCSC): the project to be implemented by the signatories of this Partnership Agreement

“Defaulting Party” means a Party which the Steering Committee has identified to be in breach of this Consortium Agreement and/or the Grant Agreement as specified in Section II. B. 2 b) of this Consortium Agreement.

European Commission (EC): the donor of the CCSC project

“Funding Authority” means the body awarding the grant for the Project.

Grant Agreement (GA): Grant Agreement for an Action with Multiple Beneficiaries (EAC-2018-0142) signed between the European Commission (DG Education, Youth, Sport and Culture) and Trans Europe Halles

Monthly Monitoring and Administration Tool (MAMT): financial reporting format for each partner to monitor their own spending throughout 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. For Exploitation of own Results, Access Rights are **Needed** if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

“Results” or refers to the tangible and intangible results of the project, including information, materials and knowledge, whether or not they can be protected, which are generated under the project by a Party or jointly by two or more Parties as consequence of the work performed in the frame of the project. Results includes intellectual property rights (such as rights resulting from copyright protection, as well as rights pertaining to such results following applications for, or the issue of patents, designs, supplementary protection certificates or similar forms of protection, design rights, patent rights, similar forms of protections (e.g. sui generis right for databases) and unprotected know-how (e.g. confidential material).

Steering Committee (SC): a governing body within the consortium

Section I.C is added to the Agreement under “Remarks” as follows:

I. C. Language

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

II.A. Signatories of the Agreement

The signatories of this Amendment are

- (1) **Mieke Renders**, representing the lead partner Trans Europe Halles (TEH), Stora Södergatan 64, 22223 Lund, Sweden,
- (2) **André Wilkens**, representing the partner European Cultural Foundation (ECF), Jan van Goyenkade 5, 1075 HN Amsterdam, The Netherlands,
- (3) **Evi Swinnen**, representing the partner P2P Foundation (P2P), Realengracht 196, 1013 AV Amsterdam, The Netherlands,
- (4) **Gitte Wille**, representing the Region Skåne (RSK), 205 25 Malmö, Sweden,
- (5) **Per Persson**, representing the partner Lunds Kommun (LUK), Future by Lund, Box 41, 22100 Lund, Sweden,
- (6) **Ronny Blust**, representing the partner Universiteit Antwerpen (UOA), Prinsstraat 13, 2000 Antwerpen, Belgium,
- (7) **Flavia Vanesa Introzzi López**, representing the partner Hablarenarte (HEA), C/ Atocha, no. 91, 1 dcha exterior, 28912 Madrid, Spain,
- (8) **Kai Huotari**, representing the partner Kiinteistö Oy Kaapelitalo (KOK), Tallberginkatu 1 C 15, 00180 Helsinki, Finland,
- (9) **Michal Hladký**, representing the partner Creative Industries Košice (CIK), n.o. Kukučínova 2, 040 01 Košice, Slovakia,
- (10) **Andreea Iager-Tako**, representing the partner Asociatia Casa PLAI (AMB), Timisoara, Al. Ioan Cuza nr. 10, ap. 22 RO34018223, Romania.

II.B. Governance and Project Implementation

The title and content of section II.B.2 “Partners’ Roles and Responsibilities” are replaced by:

II. B. 2 Responsibilities of Parties

a) 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 the Steering Committee or by the Coordinator to carry out its tasks.

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

b) Breach

In the event that the Steering Committee 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 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 written notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the 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.

c) 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.

d) Partners roles and responsibilities

Partner	Resources dedicated to the project	Assigned role	Expected outputs
(1) Trans Europe Halles (TEH)	Project Manager (1 FTE), a Communication Manager (1 FTE) and a Finance Manager (0,8 FTE)	TEH is responsible for the global progress of the project, to connect the dots between all stakeholders of this project, see that timeframes and budgets are respected and spent according to the content, the reporting and official administration.	<ul style="list-style-type: none"> - Mapping of European Creatives and Cultural Spaces. - Benchmarking tool - Knowledge base - Dissemination - Opening and closing conference in Brussels - Communication strategy - 3 mini documentaries

<p>(2) European Cultural Foundation (ECF)</p>	<p>0,5 Policy Officer and 0,2 Communications Officer</p> <p>ECF will contribute from their own resources with 0,5 FTE Senior Policy Officer and 0,1 FTE Communications Officer</p>	<p>in charge of extracting, Analysing and building on the policy lessons derived from previous actions funded under the cross-sectoral strand of Creative Europe and other relevant publications (Culture for Cities and Regions, European Network of Creative hubs, European Creative Industries Alliance, OMC reports, Voices of Culture, ECoC, Urban Agenda for the EU, etc.).</p> <p>ECF will also draft the 3 policy reports on the Co-Creative policy events, the synthesised final study including lessons learned, policy and funding recommendations and the policy process part of the online practical policy toolbox.</p> <p>ECF will co-create with P2PF the 3 Commons Policy co-creation events. They will assist in research and communications.</p> <p>ECF will also contribute with practice-based knowledge and learning patterns for the training of the Urban Labs.</p>	<ul style="list-style-type: none"> - 3 reports with policy recommendations from the Policy co-creation events (with UAntwerp and P2P) - Toolbox for hands-on politics (with University of Antwerp) - Final synthesized policy study - 1 policy co-creation event in Amsterdam - field visits to ULs - 4th partners meeting
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(3) P2P Foundation (P2P)	0,7 FTE Researcher, a 0,7 FTE Coordination Manager. Of both jobs, 0,2 will be contributed. Furthermore, P2PF will contribute with 0,25 FTE of Michel Bauwens as learning facilitator of P2PF and commons specialist.	<p>To contribute with practice-based knowledge and learning patterns for the training of the Urban Labs and the policy co-creation events and engaging diverse sets of stakeholders.</p> <p>The P2PF will support respectively TEH, ECF and UAntwerp with ad hoc contributions to catalyse processes with regards to P2P learning, participatory action research, policy co-creation, communications and community engagement.</p> <p>Is responsible to set a rural lab and for the production of their local stakeholders' meetings, the organisation of their peer visits to another Urban Lab, invitations of Handshake Partners. Will host a Co-creative Policy Event in Naples</p>	<p>Trainings to Urban Labs</p> <p>1 Co-Creative Policy Event in Naples</p> <ul style="list-style-type: none"> - 3 workshops with UL stakeholders - 2 traineeships with handshake partners. - field visits to ULs
(4) Region of Skåne, Sweden (RSK)	1 UL manager	<p>Is responsible for the production of their local stakeholders' meetings, the organisation of their peer visits to another Urban Lab, invitations of Handshake Partners. Will host hold a policy co-creative event in Brussels or Malmö.</p> <p>Is responsible for the opening and closing conferences in Brussels.</p>	<p>Kick off conference</p> <p>Closing conference</p> <p>One co-creation policy event</p> <ul style="list-style-type: none"> - 3 workshops with UL stakeholders - 2 traineeships with handshake partners. - 2nd and 6th partners meetings in Brussels.

(5) The City of Lund, Sweden (LUK)	1 UL manager	Is responsible for the production of their local stakeholders' meetings, the organisation of their peer visits to another Urban Lab, invitations of Handshake Partners. Will host a Thematic Urban Exploration	Letter of intent 1 urban exploration - 3 workshops with UL stakeholders - 2 traineeships with handshake partners.
(6) University of Antwerp (UOA)	0,7 FTE post-doctoral researcher, Head Researcher of CCQO (0,3 FTE), and an Administrative Assistant (0,1 FTE).	In charge of the research component of this project, setting a framework to compare previous policy actions funded under the cross-sectoral strand of Creative Europe and publication of comparative research results plus a toolbox with concrete instruments, possible regulations and procedures for commoning policies UOA will also contribute with practice-based knowledge and learning patterns for the training of the Urban Labs.	-1 commons approach - Toolbox for hands-on politics (with ECF) - 3 reports with policy recommendations from the policy co-creation events (with ECF and P2P) - Launch a postgraduate program - field visits to ULs - 1 research book ('Bottom-Up - From Cultural Policies to Politics of Culture')
(7) Hablarenarte, Madrid, Spain (HEA)	1 UL manager	Is responsible for the production of their local stakeholders' meetings, the organisation of their peer visits to another Urban Lab, invitations of Handshake Partners. Will hold an urban exploration.	Letter of intent 1 urban exploration - 3 workshops with UL stakeholders - 2 traineeships with handshake partners.

(8) Kaapeli, Helsinki, Finland (KOK)	1 UL manager	Is responsible for the production of their local stakeholders' meetings, the organisation of their peer visits to another Urban Lab, invitations of Handshake Partners. Some Urban Labs will host a Thematic Urban Exploration.	Letter of intent 1 urban exploration - 3 workshops with UL stakeholders - 2 traineeships with handshake partners. - 5th partnership meeting
(9) CIKE, Kosice, Slovakia (CIK)	1 UL manager	il responsible for the production of their local stakeholders' meetings, the organisation of their peer visits to another Urban Lab, invitations of Handshake Partners. Will host a Thematic Urban Exploration	Letter of intent 1 urban exploration - 3 workshops with UL stakeholders - 2 traineeships with handshake partners. - 3rd Partners meeting
(10) AMBASADA, Timisoara, Romania (AMB)	1 UL manager	Is responsible for the production of their local stakeholders' meetings, the organisation of their peer visits to another Urban Lab, invitations of Handshake Partners. Some Urban Labs will host a Thematic Urban Exploration.	Letter of intent 1 urban exploration - 3 workshops with UL stakeholders - 2 traineeships with handshake partners.

Section II.B.4. "Decision making process and governance structure" is replaced by:

II. B. 4 Decision making process and governance structure

a) General structure

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

Steering Committee (SC)

The Steering Committee (SC) is the decision-making body for the project and gathers all 10 of the partners officially involved in the project.

The Steering Committee is therefore a participatory body set-up in the spirit of dialogue and collaboration among project's partners with the mandate to supervise the implementation of the project and provide strategic steering and orientation in order to achieve objectives and expected results.

Coordination Committee (CC)

The Coordination Committee ensures coordination of efforts and activities in terms of implementation. The Coordination Committee is composed of the four working groups as described below.

Coordinator

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

b) Steering Committee

i. Representation in meetings

The Steering Committee shall consist of one representative of each Party (hereinafter Member).

Any Party of the Steering Committee:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;

and shall participate in a cooperative manner in the meetings.

The Coordinator shall chair the meetings of the Steering Committee unless decided otherwise in a meeting of the Steering Committee. The Coordinator shall also convene the Steering Committee meetings and circulate the agenda and other supporting documents prior to the scheduled meeting.

Each Steering Committee Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section II.B.4.b.vi "Decisions" of this Consortium Agreement.

The Parties agree to abide by all decisions of the Steering Committee. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of Settlement of disputes in Section II.B.5.b.

ii. Preparation and organisation of meetings

The Steering Committee will meet every two months via Skype and have three meetings in person throughout the project duration.

This Steering Committee will meet approximately every 7 months in person. The meetings will coincide with a project event such as the Brussels conferences or a policy co-creation event. Extraordinary meetings can be called up on written suggestion of at least two Members of Steering Committee Members.

The Coordinator shall give notice in writing of a meeting to each Member of the Steering Committee as soon as possible and no later than 45 days preceding the meeting, or 15 calendar days before an extraordinary meeting.

The Coordinator shall prepare and send each Member of the Steering Committee a written (original) agenda no later than 21 days preceding the meeting, or 10 calendar days before an extraordinary meeting.

Any agenda item requiring a decision by the Members must be identified as such on the agenda. Any Member may add such an item to the original agenda or at the beginning of the meeting if agreed by all those present.

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

Any decision may also be taken without a meeting if the Coordinator circulates to all Members a written document, which is then agreed by the majority of Members.

iii. Voting rules and quorum

SC meetings are valid if at least 60% of the members are present or represented (quorum). If the quorum is not reached, the chairperson of the Steering Committee shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

The Project Coordinator won't have any decision-making power or vote.

The rule for decision making will be: 1 vote per member

A Party which the Steering Committee has declared according to Section II. B. 2 b) to be a Defaulting Party may not vote.

As a rule, decisions in the Steering Committee will be made by unanimity and agreement. In case of disagreement, consensus will be sought and if not possible, the vote of the majority will prevail.

iv. Veto rights

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

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

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

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

A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto

decisions relating to its participation and termination in the consortium or the consequences of them.

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

v. Minutes of Meetings

After each meeting, the Coordinator will write and circulate to each member of the SC the minutes with the relevant discussions and decisions taken. The minutes shall be the formal record of all decisions taken. The Coordinator shall send the draft minutes to all Members within 10 calendar days of the meeting.

The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

The Coordinator shall safeguard the minutes. If requested the Coordinator shall provide authenticated duplicates to Parties.

vi. Decisions

The Steering Committee has the following responsibilities:

- Oversees progress towards desired objectives and provides strategic guidance for the effective implementation of the project by ensuring coherence between activities and objectives, results and donor guidelines/policies.
- Agrees on main changes that affect substantial elements of the program, such as budget distribution across countries/partners, objectives, project timeline, etc.
- Evaluates, in each meeting and based on the documents provided by the Coordination Committee (CC), the progresses achieved, examine and validate the periodical work plan and provide recommendations on the actions and measures to be taken (when it is needed).
- Approves project plans, reports (financial and narrative) and budgets.
- Oversees main current and future risks affecting the program and institution and advises on possible solutions.
- Discusses the findings of audits, annual reviews and evaluation reports and provides recommendations at a strategic level.
- Facilitates linkages to other relevant initiatives by other partners, affiliates or programs.
- Oversees and makes sure that the relationship with the donor is fluid and effective.
- In case of conflict between partners during the execution of the project, the SC intervenes providing guidance.
- Selections of the candidates from the open call (ref - page 87 from the submitted proposal).

The Coordinator shall represent the project vis-à-vis the EU.

The following decisions shall be taken by the Steering Committee:

Content, finances and intellectual property rights

- Proposals for changes to Annexes 1 and 2 of the Grant Agreement to be agreed by the Funding Authority
- Changes to the Consortium Plan

- Modifications to Annex 5 (Official Budget Approved by the EU)
- Modifications to Annex 6 (Partners' Internal Budget)
- Modifications to Annex 9 (Background Included)
- Additions to Annex 11 (List of Third Parties for simplified transfer according to Section 18.3)
- Additions to Annex 12 (Identified Affiliated Entities)

Evolution of the consortium

- Entry of a new Party to the consortium and approval of the settlement on the conditions of the accession of such a new Party
- Withdrawal of a Party from the consortium and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement
- Declaration of a Party to be a Defaulting Party
- Remedies to be performed by a Defaulting Party
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto
- Proposal to the Funding Authority for a change of the Coordinator
- Proposal to the Funding Authority for suspension of all or part of the Project
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement

c) Coordination Committee

The Coordinator manages the Coordination Committee composed of the four following working groups:

- The finance management group: This working group is managed by TEH's financial manager for the CCSC project. Responsible for compiling financial reports; preparing statements of financial activity, budget compared to actual, cash flow statements and project expenditure statements; managing the procurement of consultants;
- The communication group: This working group is managed by TEH communication manager. Responsible for developing the communication strategy and planning, coordinating the communication efforts and following the communication. The communication manager will be in direct contact with communication officers designated by the partners.
- The scientific group (P2P, ECF, University of Antwerp): This working group is managed by TEH project manager. Responsible each of them for coordination of activities implemented under their specific responsibility, as well as of providing support and expertise to other implementing partners;
- The project management group: This working group is managed by TEH project manager. The group is responsible for overall project management and coordination of activities at local level and for partnership facilitation with their handshake partners and the urban labs stakeholders. They will be in direct connection with the Project Coordinator to ensure overall strategic and operational alignment. The Project Managers ensure coordination of inputs from their teams' members, such as: (a) communication officer (b) finance officer; (c) research officer.

Each working group will have at least one representative from each Party. One person can be a part of more than one working group. The CC will ensure coordination of efforts and

activities in terms of implementation through regular meetings to guarantee a level of coherence with programme objectives and decisions taken by the Steering Committee.

d) Coordinator

The Coordinator is responsible for the overall coordination of the project. The Coordinator will also facilitate the relationship among Parties.

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

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations
- keeping the address list of Members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority
- transmitting documents and information connected with the Project to any other Parties concerned
- administering the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section II.C
- providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims.

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

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

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

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

The title and content of Section II.B.5 "Disputes and Conflict Resolution" are replaced by:

II. B. 5. Miscellaneous

a) Applicable Law

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.

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

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

b) Settlement of Disputes

When a conflict arises, the Coordinator shall be informed. The first step is to try and solve the conflict between the Parties involved. When this does not work, the Coordinator steps in and mediates between the Parties.

If this method proves ineffective, the Steering Committee is informed and initiates a mediation.

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.

c) No representation, partnership or agency

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.

d) Notices and other communication

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

Formal notices:

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

Other communication:

Other communication between the Parties may also be implemented by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

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

e) Assignment and amendments

Except as set out in Section II.D.2.d, no rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party

without the other Parties' prior formal approval. Amendments and modifications to the text of this Consortium Agreement not explicitly listed in Section II.B.4.b.vi "Decisions" require a separate written agreement to be signed between all Parties.

The content of Section II.B.7 "Project Budget and Co-Financing is replaced by:

II.B.7 Project Budget and Co-Financing

See annexes 5 and 6 with total budget and contributions of each party. Upon signature of this agreement the budget of each partner is deemed binding. Partners will be informed in writing about any amendments of the budgets agreed to by the European Commission. In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the Funding Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Funding Authority.

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

A Party leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore, a Defaulting Party shall, within the limits specified in Section II.B.2.b of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

II.C. Finance and Administration

The content of Section II. C. 1 "Funds Transfer" is replaced by:

II.C. 1 Funds Transfer

The donor provides pre-financing instalments, an interim payment and a balance payment to the lead partner according to art. I.5.1 of the Grant Agreement.

The partners receive funding instalments from the lead partner based on when funding is provided by the European Commission and based on the actual volume of activity expected of each partner during the subsequent reporting period.

The timing of instalments depends on when the EC verifies TEH's report and depends on when TEH receives the EC funds.

The breakdown of transfers to partners will follow the tendential time frame indicated below:

Instalments transferred from TEH to each partner	Tendential time of transfer, depending on reporting by partners to TEH and timing of EC payments to TEH*
Instalment 1	Dec 2018**
Instalment 2	Mar 2019
Instalment 3	Jun 2019

Instalment 4	Dec 2019
Instalment 5	Mar 2020
Instalment 6	Jun 2020
Balance payment	May 2021 or later (soon after the balance reaches TEH)

* each subsequent transfer will only be made to the partner if at least 70% of the previous instalment have been spent and the expenditure has been satisfactorily and completely reported to TEH - along with the relevant technical report - by the partner.

** upon signature of the Partnership Agreement.

The Coordinator is entitled to withhold any payments due to a Party identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the Grant Agreement.

The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.

The content of Section II. C. 2 “Eligible Costs” is replaced by:

II. C. 2 Eligible Costs

Funding for costs accepted by the Funding Authority will be paid to the Party concerned. Only eligible costs will be financed through this project. Eligible costs are described in detail in art. II.19.1 and art. II.19.2 of the General Conditions (see annex 7) attached to the Grant Agreement, as follows:

- time-bound to the eligibility period (01/11/2018 - 28/02/2021)
- indicated in the budget and incurred in connection with the project
- identifiable and verifiable, i.e. provided with the necessary support documentation
- in compliance with applicable taxes and social legislation
- reasonable, justified and in compliance with the principle of sound financial management.

Furthermore, only expenditures incurred by the signatories of this agreement are eligible for funding. Financial support to third Parties without explicit prior authorisation by the lead partner is not permitted.

The title and content of Section II.D.2 “Pre-existing Rights and Ownership and Use of the Project Results” are replaced by:

II.D. Visibility and Communications

II. D. 2. Results

a) Pre-existing Rights

- Each partner is and remains the sole owner of its intellectual and industrial property rights over pre-existent rights.

- The partners retain ownership of the results of the project, including intellectual and industrial property right.
- The partners have identified and listed in this Agreement the pre-existent rights over which they may grant access rights to the other partners, if that know-how is needed for carrying out the Project. See annex 9.

b) Ownership of Results

The Results arising from work carried out under the Project (deliverables) shall be the property of the Party carrying out the work generating that Results. The Results will be owned by the Party who has directly contributed to its creation, in terms of inventive contribution (i.e. financial contribution will not be taken into account).

c) Joint Ownership

If in the course of carrying out work on the Project, several partners have jointly carried out work generating Results and where their respective share of the work cannot be ascertained, they shall have joint ownership of such Results. The share of each of the Parties concerned shall be defined between the co-owners proportionally to the intellectual contribution invested by each co-owner. However, the Parties should first agree that it is not viable to determine respective contributions at any stage and in respect of an item of Results.

Within a reasonable period, not exceeding four months, following creation of any jointly owned Results, the joint owners shall enter into good faith discussions in order to agree on the allocation and terms of exercising such joint ownership and on the appropriate course of action for filing applications for patent protection or other protection, including the decision as to which joint owner is to be entrusted with the preparation, filing and prosecution of such applications and in which countries or territories such applications are to be filed.

Unless otherwise agreed:

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

d) Transfer of Results

Each Party may transfer ownership of its own Results. Partners are encouraged to distribute content under commons-based licenses, with relevant clauses that would ensure all derivative works are to be distributed under similar license (e.g. Creative Commons Attribution - Share Alike 4.0 International). Restrictions to commercial use may be applied at discretion.

Incorrect declarations made in bad faith may lead to the exclusion of the Party concerned.

The researchers are mentioned as authors in the publications to which they have contributed, and, in case of co-authored publications, there is a detailed indication of which parts of the publication have been written by each author.

Each Party may identify specific third parties it intends to transfer the ownership of its Results to in Annex (11) to this Consortium Agreement. The other Parties hereby waive their right to prior notice and their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

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. Any addition to Annex (11) after signature of this Agreement requires a decision of the Steering Committee.

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

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

The title and content of Section II.D.3 “Additional Provisions on the EC’s Use of the Results Including Intellectual and Industrial Property Rights” are replaced by:

II. D. 3 Intellectual Property and Access Rights

a) Provisions on the EC’s Use of the Results Including Intellectual and Industrial Property Rights

In accordance with Article II.9.3, whereby the Union acquires rights to use the Results of the action, these Results may be exploited using any of the following modes:

- distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file;
- communication through press information services;
- inclusion in widely accessible databases or indexes, such as via ‘open access’ or ‘open data’ portals, or similar repositories, whether freely accessible or accessible only upon subscription;
- edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content
- cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action;
- extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- prepare derivative works of the results of the action;
- translate, insert subtitles in, dub the results of the action into all official languages of the EU and the countries participating in the Creative Europe programme;
- license or sub-license to third parties, including if there are licensed pre-existing rights.

The Party must ensure that the Union has the rights of use specified in the General Conditions and above for the whole duration of the industrial or intellectual property rights concerned.

b) Access Rights

i. Included Background

Each partner is and remains the sole owner of its intellectual and industrial property rights over pre-existent rights.

The Parties have identified and listed in this Agreement the Background over which they may grant access rights to the other Parties and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits. See annex 9.

Anything not identified in annex 9 shall not be the object of Access Right obligations regarding Background. The Parties agree, however, to negotiate in good faith additions to annex 9 if a Party asks them to do so and those are needed.

Any Party may add further own Background to annex 9 during the Project by written notice to the other Parties. However, approval of the Steering Committee is needed should a Party wish to modify or withdraw its Background in annex 9.

ii) General Principles

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

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

Access Rights shall be free of any administrative transfer costs.

Access Rights are granted on a non-exclusive basis.

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

All requests for Access Rights shall be made in writing. 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.

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

iii. 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 annex 9.

iv. Access Rights for Exploitation

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions. Access rights to Results for internal research activities shall be granted on a royalty-free basis.

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

A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of a non-defaulting party (as defined in Section II.D.3.b.vii), after the termination of the requesting Party's participation in the Project.

v. Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the conditions of the Grant Agreement Articles 25.4 and 31.4.

Such Access Rights must be requested by the Affiliated Entity from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's Affiliated Entities. Access Rights to Affiliated Entities shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

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

Access Rights may be refused to Affiliated Entities if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

vi. 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.

vii. Access Rights for Parties entering or leaving the consortium

- New Parties entering the consortium: As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.
- Parties leaving the consortium:

Access Rights granted to a leaving Party

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

Non-defaulting Party: A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation. It may request Access Rights within the period of time specified in Section II.D.3.b.iv.

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.

viii. Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section II.D.3.b are applicable also to Software.

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any form or detail, but only as available from the Party granting the Access Rights.

Section II.D.5 "Non-disclosure of Information" is added to the Agreement under "Partnership Agreement – Visibility and Communications", as follows:

II. D. 5. Non-disclosure of Information and Confidential Information

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project

during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grand Agreement, for a period of 4 years after the end of the Project:

- Not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

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

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

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

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

Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

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

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

The title and content of Section III "List of Annexes" are replaced by:

II.E. Annexes

This Consortium Agreement consists of this core text and the following annexes:

Annex 1 – Timesheet

Annex 2 – Model Technical Report

Annex 3 – List of Supporting Documents, Annex to the Official Grant Agreement

Annex 4 – MAMT, Monthly Monitoring and Administration Tool

Annex 5 – Official Budget Approved by the EU, Annex to the Official Grant Agreement

Annex 6 – Partners' Internal Budget

Annex 7 – General Conditions, Annex to the Official Grant Agreement

Annex 8 – GANTT Chart, Annex to the Official Grant Agreement

Annex 9 – Background

Annex 10 – Values

Annex 11 List of Third Parties for simplified transfer according to Section II. D. 2. d)

Annex 12 Identified Affiliated Entities

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.

The following addition to Annex 6 is made:

Three partners are changing the amount of co-funding they are bringing into the project. These changes in co-funding are cost-neutral to the project overall (see table 1):

- The Region of Skåne (RSK) is increasing their co-funding by 3,500.00 EUR, to a total of 33,500.00 EUR.
- Lunds kommun (LUK) is increasing their co-funding by 3.500.00 EUR, to a total of 33,500.00 EUR.

- Creative Industries Kosice (CIK) is decreasing their co-funding by 7,000.00 EUR, to a total of 23,000.00 EUR.

Table 1. Overview of co-funding and grant received

Partner	Total budget (in EUR)	EC grant (in EUR)	Co-funding (in EUR)
1. Trans Europe Halles	573,896.00	573,896.00	0
2. European Cultural Foundation	221,530.00	154,190.00	67,340.00
3. Peer-to-peer Foundation	208,112.00	153,362.00	45,500.00
4. Region Skåne	145,162.00	162,612.00	33,500.00
5. Lunds Kommun	98,862.00	65,362.00	33,500.00
6. Universiteit Antwerpen	249,022.00	164,280.00	84,742.00
7. Hablarenarte	96,612.00	66,612.00	30,000.00
8. Kiinteistö Oy Kaapeli	97,862.00	67,862.00	30,000.00
9. Creative Industry Košice	91,012.00	68,012.00	23,000.00
10. Asociația CASA PLAI	95,512.00	65,512.00	30,000.00
Grand total	1,877,582	1,500,000	377,582

The following corrections to annex 8 are made:

P2P Foundation (P2P) will be organising a co-creative policy event in Naples.

Hablarenarte (HEA) will be organising an urban exploration in Madrid.

Annex 11 List of Third Parties for simplified transfer according to Section II. D. 2. d)

To be completed

Madrid Urban Lab

- Medialab-Prado
- Intermediae
- Madrid Destino through the Division of Innovation and New Projects

Annex 12 Identified Affiliated Entities

To be completed

Hablarenarte Urban Lab

- Medialab-Prado
- Intermediae
- Madrid Destino through the Division of Innovation and New Projects
- Heart of Glass
- European Alternatives

Creative Industries Kosice Urban Lab

- Creative Industries Styria, Graz (Austria)
- Creative Region Linz & Upper Austria, Linz (Austria)
- Creativity Lab, Tallinn (Estonia)
- Creative England, Bristol (UK)
- European Centre for Creative Economy
- Dortmund (Germany)

The title and content of Section II.E “Entry into Force” are replaced by:

II.F. Entry into Force, duration and termination

1. Entry into Force

THIS CONSORTIUM AGREEMENT is made on November 1st, 2018, the Effective Date.

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 above in this Section.

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 Party, or
- the Grant Agreement is terminated, or
- a Party's participation in the Grant Agreement is terminated,

this Consortium Agreement shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section II.F.3 of this Consortium Agreement.

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 agreed between the Steering Committee and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Section III “Signature” is added to the Agreement as follows:

III. Signatures

All other terms of the Partnership Agreement (and its annexes) for the project Cultural and Creative Spaces and Cities (CCSC) remain in effect.

All signatories agree to the terms of this Agreement and all its annexes.

European Cultural Foundation

Algeria, 02/04/19

Date, place

partner's SIGNATURE

Trans Europe Halles

Lund, 03/04/2019

Date, place

lead partner's SIGNATURE

P2P Foundation

Gent 2/5/19

Date, place



partner's SIGNATURE

Trans Europe Halles

27/05/2019, Lund

Date, place

lead partner's SIGNATURE

Region Skåne

20190402, Malmö

Date, place

partner's SIGNATURE

Trans Europe Halles

03/04/2019, Lund

Date, place

lead partner's SIGNATURE

Lunds Kommun

3/04/2019 Lund

Date, place

partner's SIGNATURE

Trans Europe Halles

1/4-2019 Lund

Date, place

lead partner's SIGNATURE

Per Persson.

Universiteit Antwerpen



22/5/19 Antwerp Prof. Dr. Ronny Blust - Vice-Rector

Date, place

partner's SIGNATURE

Trans Europe Halles

27/05 /2019 ~~Antwerp~~ Lund

Date, place

lead partner's SIGNATURE

Tieke Renders

Hablarenarte

03/04/2019 Lund

Date, place

partner's SIGNATURE

Trans Europe Halles

Madrid, 2nd of April 2019

Date, place

lead partner's SIGNATURE

habl-
C/

narte:
27

Kiinteistö Oy Kaapelitalo

Helsinki, 28.3.2019

Date, place

/ partner's SIGNATURE

—, Kai Huotari
Managing Director

Trans Europe Halles

03/04/2019, Lund

Date, place

lead partner's SIGNATURE

Creative Industries Košice

1.4.2019

Košice

Date, place

partner's SIGNATURE

Trans Europe Halles

3/04/2019, London

Date, place

lead partner's SIGNATURE

Asociatia Casa PLAI (AMBASADA)

Andreea Iager-Tako

01.04.2019

Timisoara

Date, place

partner's SIGNATURE

Trans Europe Halles

03/04/2019, Lund

Date, place

lead partner's SIGNATURE