CONSORTIUM AGREEMENT

for the Project

"Inclusive and Sustainable Urban Mobility for Youth – NextGenMobility"

under the Driving Urban Transitions Partnership

Co-funded by the European Union

Table of Content

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is made on 01.01.2026, hereinafter referred to as the Effective Date

BETWEEN:

PP1 **MEGAKOM Stratégiai Tanácsadó Iroda Kft. (MEGAKOM),** having its principal address in HUNGARY, Kölcsey u. 28., 4400 Nyíregyháza
the Project Coordinator

PP2 **Eötvös Loránd Tudomány Egyetem (ELTE)**, established in HUNGARY, Egyetem tér 1-3., 1053 Budapest

PP3 **Nyíregyháza Megyei Jogú Város Önkormányzata (Nyíregyháza)**, established in HUNGARY, Kossuth tér 1., 4401 Nyíregyháza

PP4 **JUNIA**, established in FRANCE, 2 Rue Norbert Segard BP41290, 59014 Lille Cedex

PP5 **Ville de Bram (Bram)**, established in FRANCE, Rue du Chanoine-Andrieu, 11150 Bram,

PP6 **Technische Universitaet Wien (TU Wien),** established in AUSTRIA, Karlsplatz 13, 1040 Vienna

PP7 **Asociația pentru Promovarea Afacerilor în România (ABPR)**, established in ROMANIA, Oituz 2C, 417235 Diosig

PP8 **Asociația de Dezvoltare Intercomunitară Zona Metropolitană Oradea (ZMO)**, established in ROMANIA, Piata Unirii 1-3, 410100 Oradea

hereinafter, jointly or individually, referred to as "Parties" or "Party"

relating to the Action entitled

Inclusive and Sustainable Urban Mobility for Youth

in short

NextGenMobility

hereinafter referred to as "Project"

WHEREAS:
The Parties, having considerable experience in the field concerned, have submitted a proposal, as in Attachment 3, for the Project to Driving Urban Transitions Partnership Call 2024.
The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the National Funding Contracts to be signed by the Parties and the National Research Funding Organisations.
The Parties are aware that this Consortium Agreement is based upon the DESCA model consortium agreement.

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 herein.

"Access Rights": means rights to use the Results or Background owned by another Party in the Project, under the terms and conditions laid down in this Agreement.

"Agreement": this Agreement and its Attachments, as well as any subsequent and approved changes of this this Agreement.

"Background": means any data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as intellectual property rights, which is: (i) held by Participants prior to their accession to the Project; (ii) Needed for carrying out the Project or for Exploiting the Results of the Project; and (iii) identified by the Parties in Attachment 1.

"Consortium Body": Steering Board means any management body described in the Governance Structure section of this Consortium Agreement.

"Consortium Plan": Consortium Plan means the description of the action and the related agreed budget as first defined in the proposal and which may be updated by the Steering Board.

"Defaulting Party": Defaulting Party means a Party which the Steering Board has identified and declared to be in breach of this Consortium Agreement as specified in Section 4.2 of this Consortium Agreement.

"Exploitation": means use of Results in further research activities (outside the Project) or in developing, creating or marketing a product or process or in creating and providing a service, or in standardisation activities.

"Fair and Reasonable conditions": Fair and Reasonable conditions 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 results or background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.

"Legitimate interest(s)": Legitimate interest includes but is not limited to academic or commercial interest or interest related to a Party's corporate image, which breach would result in such Participant suffering great harm in the cases provided for in this Agreement.

"National Funding Contract": Contract between a party and their National Research Funding Organisations specifying rights and obligations of that party and the respective funding they receive.

"**National Research Funding Organisations" (NRFO)**: National Research Funding Organisations means the respective national funding bodies providing the funds for the Project according to each Party's grant letter, i.e. for Hungary it is National Research, Development and Innovation Office of Hungary (NKFIH), for France its is the French National Research Agency (ANR), for Austria it is the Austrian Research Promotion Agency (FFG), for Romania it is the Executive Unit for Financing Higher Education, Research, Development and Innovation of Romania (UEFISCDI).

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

"Software": 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 respective National Funding Contract 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 respective National Funding Contract is not signed by the National Research Funding Organisation or a Party, or
- the respective National Funding Contract is terminated, or
- a Party's participation in the respective National Funding Contract is terminated,

the Party concerned shall discuss their termination and the conditions thereof with the other Parties. Termination shall be subject to the provisions surviving the expiration or termination under Section 3.3 of this Consortium Agreement.

3.3. Survival of rights and obligations

The provisions relating to Results, 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 Board and the leaving Party. This includes the obligation to provide all 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 respective National Funding Contract and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by applicable 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 Board 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.

4.2. Breach

In the event that the Steering Board identifies a breach by a Party of its obligations under this Consortium 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 Board, 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 Board 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.

4.3. Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement and of the respective National Funding Contract. 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.

4.4. 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.

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.

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.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited the Party's share of funding for the Project as identified in the project proposal, provided such damage was not caused by a wilful act or gross negligence.

However, notwithstanding the above, in the event and to the extent the National Research Funding Organisation claims reimbursement, repayment of contributions, damages and/or financial penalties from a Party or the Consortium, said (defaulting) Party shall be sole responsible towards the NRFO and shall indemnify and hold harmless the other Parties for any adverse effect of such claim, including but not limited to any claim raised by the NRFO against the other (non-defaulting) Parties arising out of the (defaulting) Party's acts or omissions under the National Funding Contracts and/or the Consortium Agreement.

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.
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 Steering Board.

6. Section: Governance structure

6.1 General structure
The Steering Board is the decision-making body of the consortium

The Coordinator is the Project Lead and shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in this Consortium Agreement.

6.2 Members
The Steering Board shall consist of one representative of each Party (hereinafter referred to as "Member").

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.6 of this Consortium Agreement.

The Coordinator shall chair all meetings of the Steering Board, unless decided otherwise by the Steering Board.

The Parties agree to abide by all decisions of the Steering Board.

This does not prevent the Parties from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 11.8 of this Consortium Agreement.

6.3 Operational procedures for the Steering Board

6.3.1 Representation in meetings
Any Member:
- 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.

6.3.2 Preparation and organisation of meetings

6.3.2.1 Convening meetings: The chairperson shall convene ordinary meetings of the Steering Board at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

6.3.2.2 Notice of a meeting: The chairperson shall give notice in writing of a meeting to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

6.3.2.3 Sending the agenda: The chairperson shall prepare and send each Member a written agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

6.3.2.4 Adding agenda items: Any agenda item requiring a decision by the Members must be identified as such on the agenda.
Any Member may add an item to the original agenda by written notification to all of the other Members no later than 7 calendar days preceding the meeting and 2 calendar days preceeding extraordinary meetings.

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

6.3.2.6 Meetings of the Steering Board may also be held by teleconference, videoconference or other telecommunication means.

6.3.2.7 Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.3.5.

6.3.2.8 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Steering Board written document, which is then agreed by the defined majority (see Section 6.3.3) of all Members of the Consortium Body. Such document shall include the deadline for responses.

Decisions taken without a meeting shall be considered as accepted if, within the period set out in article 6.3.4.4, no Member has sent an objection in writing to the chairperson. If an objection was made the topic will be discussed at the next meeting. The decisions will be binding after the chairperson sends to all Members of the Steering Boardand to the Coordinator a written notification of this acceptance.

6.3.3 Voting rules and quorum

6.3.3.1 The Steering Board shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the Steering Board shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more the Steering Board shall be entitled to decide anyway.

6.3.3.2 Each Member present or represented in the meeting shall have one vote.

6.3.3.3 A Party which the Steering Board has declared according to Section 4.2 to be a Defaulting Party may not vote.

6.3.3.4 Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

6.3.4 Veto rights

6.3.4.1 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 Board may exercise a veto with respect to the corresponding decision or relevant part of the decision.

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

6.3.4.3 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 calender days after the draft minutes of the meeting are sent.

6.3.4.4 When a decision has been taken without a meeting a Member may veto such decision within 15 calendar days after written notification by the chairperson of the outcome if the vote.

6.3.4.5 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 Members.

6.3.4.6 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.

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

6.3.5 Minutes of meetings

6.3.5.1 The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 10 calendar days of the meeting.

6.3.5.2 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.

6.3.5.3 The chairperson shall send the accepted minutes to all the Members of the Steering Board, and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3.6 Decisions of the Steering Board
The Steering Board shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the Steering Board:

Content, finances and intellectual property rights

- Proposals for changes of the work plan
- Modifications to Attachment 1 (Background Included)

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
- 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 National Research Funding Organisations for a change of the Coordinator
- Proposal to the National Research Funding Organisations for suspension of all or part of the Project
- Proposal to the National Research Funding Organisations for termination of the Project and the Consortium Agreement

In the case of abolished tasks as a result of a decision of the Steering Board, Members shall rearrange the tasks of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4 Coordinator

6.4.1 The Coordinator shall be the Project Lead and shall perform all tasks assigned to it as described in this Consortium Agreement.

6.4.2 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,
- preparing the meetings, proposing decisions and preparing the agenda of Steering Board meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings (unless another chairperson is chosen),
- transmitting promptly documents and information connected with the Project to any other Party concerned,
- 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.

6.4.3 If the Coordinator fails in its coordination tasks, the Steering Board may propose to the National Research Funding Organisations to change the Coordinator.

6.4.4 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 this Consortium Agreement.

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

6.5. Work Packages Leaders

In particular, the Work Package Leaders shall be responsible for
- monitoring compliance by the Parties with their obligations within their Work Package,
- collecting, reviewing to verify consistency and submitting reports, other deliverables within their Work Package.

7. Section: Financial provisions

7.1. A Party shall be funded by its respective National Research Funding Organisations only for its tasks carried out in accordance with the Consortium Plan and in accordance with the rules dictated by its respective National Funding Contract.

7.2. Each Party shall be solely responsible for justifying its costs with respect to the Project towards its respective National Research Funding Organisation.

7.3. In no event shall any Party be liable to any other Party for the costs incurred by that other Party in performing its obligations under its respective National Funding Contract, this Consortium Agreement or otherwise in relation to the Project.

7.4. There is no financial flow between the Parties. Each Party supports its own costs for the realization of the Project.

The Parties shall individually provide the additional funding required to carry-out their share of the Works.

8. Section: Results

8.1. Ownership of Results
Results are owned by the Party that generates them.

8.2. Joint ownership
Two or more Parties own results jointly if:
(a) they have jointly generated them and
(b) it is not possible to:
(i) establish the respective contribution of each Party, or
(ii) separate them for the purpose of applying for, obtaining or maintaining their protection.

Unless otherwise agreed:
- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching 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.

The joint owners shall agree on all protection measures and the division of related cost in advance.

8.3. Transfer of Results
8.3.1. Each Party may transfer ownership of its results. It must however ensure that its obligations under this Consortium Agreement and the respective National Funding Contracts also apply to the new owner and that this owner has the obligation to pass them on in any subsequent transfer.
A Party that intends to transfer ownership of results must give at least 20 days advance notice to the other Parties that still have (or still may request) access rights to the results. This notification must include sufficient information on the new owner to enable any Party concerned to assess the effects on its access rights.
Any other Party may object within 10 days of receiving notification, if it can show that the transfer would adversely affect its access rights. In this case, the transfer may not take place until agreement has been reached between the Parties concerned.

8.3.2. 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 prior notice for the transfer. However, they will give notice as soon as legally possible.

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

8.4. Dissemination

For the avoidance of doubt, nothing in this Section 8.4 has impact on the confidentiality obligations set out in Section 10.

8.4.1. Dissemination of own (including jointly-owned) Results

8.4.1.1. 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 provisions.
Prior notice and a copy of any planned publication shall be given to the other Parties at least 20 calendar days before the publication for scientific publications and 10 calendar days for any other publication (i.e. conference contributions). Any objection to the planned publication shall be made in writing to the Coordinator and to the Party or Parties proposing the dissemination within 10 calendar days after receipt of the notice for scientifc publications and 5 calendar days for any other publication. If no objection is made within the time limit stated above, the publication is permitted.

8.4.1.2. An objection is justified if
(a) the protection of the objecting Party's Results or Background would be adversely affected
(b) the objecting Party's legitimate interests in relation to the Results or Background would be significantly harmed.
(c) the proposed publication includes Confidential Information of the objecting Party.

The objection has to include a precise request for necessary modifications.

8.4.1.3. If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion.

8.4.1.4. The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that the objections of the objecting Party have been addressed.

8.4.2. Disseminations required by the National Funding Contract: If specific publications are required by the National Funding Contract, the above procedure shall be followed and all raised objections shall be discussed and reasonable requests shall be complied with. However, due to the obligations in the National Funding Contracts a request for a publication delay cannot be made.

8.5. Dissemination of another Party's unpublished Results or Background
A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published. The mere absence of an objection according to Section 8.4. of this Consortium Agreement is not considered as an approval.

8.6. Cooperation obligations
The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree that includes their Results or Background subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

In accordance with scientific customs, a party's contributions will be expressly reflected in all written or oral public disclosures concerning Results by acknowledgment or co-authorship, as appropriate. An appropriate reference to the National Research Funding Organisation support must be included in all such disclosures and publications in accordance with the National Funding Contract.

8.7. Use of names, logos or trademarks
Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

9. Section: Access Rights

9.1. Background included: In Attachment 1, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background.

9.2. Any Party may add further own Background to Attachment 1 during the Project by written notice to the other Parties. However, approval of the Steering Board is needed should a Party wish to modify or withdraw its Background in Attachment 1.

9.3. General Principles
9.3.1. 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.

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

9.3.3. Access Rights shall be free of any administrative transfer costs.

9.3.4. Access Rights are granted on a non-exclusive basis.

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

9.3.6. 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.

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

9.4. 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 1.

9.5. Access Rights for Exploitation

9.5.1. Access Rights to Results

9.5.1.1. Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions upon signature of a written bilateral agreement.
9.5.1.2. Access rights to Results for internal research and teaching activities shall be granted on a royalty-free basis.
9.5.1.3. 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 upon signature of a written bilateral agreement.
9.5.1.4. A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

9.6. Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

9.7. Access Rights for Parties entering or leaving the consortium

9.7.1. 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.

9.7.2. Parties leaving the consortium
9.7.2.1. Access Rights granted to a leaving Party
9.7.2.1.1. 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 Steering Board to terminate its participation in the consortium.

9.7.2.1.2. 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 9.5.

9.8. Access Rights to be granted by any leaving Party
Any Party leaving the Project shall continue to grant Access Rights pursuant to this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

9.9. Specific Provisions for Access Rights to Software
For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 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 particular form or detail, but only as available from the Party granting the Access Rights.

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 Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the National Funding Contract, 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 complies with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

10.3. 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.

10.4. 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 specific National Funding Contract;
- 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 provision Section 10.7 hereunder.

10.5. 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.

10.6. 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.

10.7. 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.

11. Section: Miscellaneous

11.1. Attachments, inconsistencies and severability
This Consortium Agreement consists of this core text and
Attachment 1 (Background included)
Attachment 2 (Accession document)

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 in this Consortium Agreement, 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. 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.
Any change of persons or contact details shall be immediately communicated to the Coordinator by written notice. The address list shall be accessible to all Parties.

Formal notices: If it is required in this Consortium Agreement (Sections 4.2, 9.7.2.1.1, and 11.3) 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 only in case of documents signed with at least advanced electronic signature email with acknowledgement of receipt.

Written notice: Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as e-mail with acknowledgement of receipt.

11.4. Assignment and amendments

Except as set out in Section 8.3, 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 6.3.6 require a separate written agreement to be signed between all Parties.

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, notices, 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 Hungary excluding its conflict of law provisions.

11.8. Settlement of disputes
The parties shall endeavour to settle their disputes amicably.
If, and to the extent that, any such dispute, controversy or claim has not been settled amicably, the courts of Nyíregyháza shall have exclusive jurisdiction.

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

12. Section Signatures

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

This Agreement as well as any subsequent amendments or other agreements ancillary to the Agreement may be executed in any number of counterparts by either handwritten signatures, including the exchange of scanned representations of handwritten signatures, or e-signatures. By using e-signature to sign this Agreement or any subsequent amendments or other agreements ancillary to the Agreement, the Beneficiaries acknowledge that execution in this manner creates binding contracts between the Beneficiaries.

MEGAKOM Stratégiai Tanácsadó Iroda Kft.

Name: Béla KÉZY

Title: managing partner

Date: 18/02/2026

Signature:

MEGAKOM KFT.
4400 Nyíregyháza, Kölcsey u. 28.
Adószám: 11494887-2-15

Eötvös Loránd Tudományegyetem

Name: Lénárd DARÁZS

Title: rector

Date: 25.02.2026.

Signature:

EÖTVÖS LORÁND TUDOMÁNYEGYETEM II. REKTORA

Nyíregyháza Megyei Jogú Város Önkormányzata

Name: Dr. Ferenc KOVÁCS

Title: mayor

Date: 30.04.2026

Signature:

JUNIA
Name: Pierre MOUNANGA

Title: Executive Director of Research and Innovation

Date: 26th of February 2026

Signature:

JUNIA
2 rue Norbert-Ségard
BP 41290 - 59014 LILLE cedex
Tél. 03 28 38 48 58
Siret : 783 707 003 00035
APE : 8542Z

Ville de Bram

Name: Claudie FAUCON-MEJEAN

Title: Maire

Date: 13/03/2023

Signature:

Technische Universitaet Wien

Name: Günter Emberger

Title: Ao.Univ.Prof. Univ. Prof. Mag. Dr.

Date: 26.02.2026

Signature: Günter Emberger

Technische Universität Wien
Institut für Verkehrswissenschaften
Forschungsbereich Verkehrsplanung und Verkehrstechnik
Karlsplatz 13 / E230-1
1040 Wien

Asociația de Dezvoltare Intercomunitară Zona Metropolitană Oradea

Name: Letiţia Moţoc

Title: General Manager

Date: 02/18/2026

Signature:

Asociația pentru Promovarea Afacerilor în România

Name: Gönczi József

Title: President

Date: 26/02/2026

Signature:

Attachment 1: Background included

Background is defined as "data, know-how or information (...) that is needed to implement the action or exploit the results". Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

PARTY 1 MEGAKOM

As to MEGAKOM, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of MEGAKOM shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Consortium Agreement.

PARTY 2 ELTE

As to ELTE, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of ELTE shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Consortium Agreement.

PARTY 3 Nyíregyháza

As to Nyíregyháza, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of Nyíregyháza shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Consortium Agreement.

PARTY 4 JUNIA

As to JUNIA, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of JUNIA shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Consortium Agreement.

PARTY 5 Bram

As to Bram, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of Bram shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Consortium Agreement.

PARTY 6 TU Wien

As to TU Wien, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of TU Wien shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Consortium Agreement.

PARTY 7 ABPR

As to ABPR, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of ABPR shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Consortium Agreement.

PARTY 8 ZMO

As to ZMO, it is agreed between the Parties that, to the best of their knowledge,

No data, know-how or information of ZMO shall be Needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Consortium Agreement.

Attachment 2: Accession document

ACCESSION

of a new Party to

NextGenMobility Consortium Agreement, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE **National Funding Contract**]

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 **National Funding Contract**]

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: Proposal for the Project to Driving Urban Transitions Partnership Call 2024

Attached as separate files