



Partnership agreement
Concerning the LIFE project

LIFE CAT4HEAVY - LIFE Grant agreement reference n° LIFE17 ENV/GR/000352

The Coordinating Beneficiary

*DIMOS GALATSI*OU (Municipality of Galatsi), short name *GALATSI*
Arximidous 2 & Ippokratous str., 11146, Galatsi, Greece

represented by

Mr. John Sklirakis
EU Funded Programmes Appointed City Councilor

AND

The Associated Beneficiary

APAM ESERCIZIO S.P.A., short name *APAM*
Via dei Toscani, 3/c, 42100, Mantova, Italy

represented by

Mr. Claudio Garatti
CEO

AND

The Associated Beneficiary

GE.AM. Gestioni Ambientali S.p.A. , short name *GEAM*
Via Gabriele D'Annunzio 27, 16121, Genoa, Italy

represented by

Mr. Pietro Moltini
CEO

AND

The Associated Beneficiary

LOMARTOV S.L. , short name *LOMAR*
C/Marques de Sanjuan 5, 46015, Valencia, Spain

represented by

Ms Lorena Romero
CEO

AND

The Associated Beneficiary

MONOLITHOS Catalysts & Recycling Ltd. , short name *MONO*
Vrilissou 83, 11476, Athens, Greece

represented by

Mr. Iakovos Yakoumis
CEO

AND

The Associated Beneficiary

PURI tech GmbH, short name *PURI*
Gewerbstrasse 4-6, D-79801, Hohentengen, Germany



represented by
Mr. Erwin Stern
CEO

AND

The Associated Beneficiary
Altran Deutschland S.A.S & Co. KG, short name ALTRAN
Frankfurter Ring 81, D-80807, Munich, Germany

represented by
Mr. Peter Fintl
Director Technology & Innovation

AND

The Associated Beneficiary
MNLT Innovations IKE, short name MNLT
Kifisias Avenue 125-127, GR-11524, Athens, Greece

represented by
Mrs. Ekaterini Polyzou
Managing Partner

HAVE AGREED

1. Subject

This partnership agreement is concluded in relation to the LIFE project LIFE CAT4HEAVY- Nano-CATalysts for HEAVY Duty Applications, as described in Grant Agreement LIFE17 ENV/GR/000352, signed on 11/06/2018.

The grant agreement (and the amendment approved on 10/12/2019) signed by the coordinating beneficiary and the European Agency/Commission, which includes Special Conditions, the General Conditions in Annex I to the LIFE Grant Agreement (hereinafter referred to "the General Conditions"), the full project proposal and the other annexes, forms an integral part of this partnership agreement. Unless explicitly stated otherwise, all parts of the General Conditions are relevant for and apply to both the coordinating beneficiary and each associated beneficiary.

The provisions of the grant agreement, including the mandate² stipulating that each associated beneficiary gives the coordinating beneficiary the mandate to act on its behalf towards the Agency/Commission, shall take precedence over any other agreement between each associated beneficiary and the coordinating beneficiary that may have an effect on the implementation of the above-mentioned grant agreement between the coordinating beneficiary and the Agency/Commission.

2. Duration

This partnership agreement enters into force when the last of the two parties (coordinating beneficiary / associated beneficiary) signs, and terminates five years after the date of the payment of the balance by the coordinating beneficiary to each associated beneficiary.

3. Role and obligations of the coordinating beneficiary



Article II.1.3 of the General Conditions sets out the role and general obligations of the coordinating beneficiary. The modalities for implementing this article are:

- the coordinating beneficiary shall provide each associated beneficiary with copies of technical and financial reports submitted to the Agency/Commission as well as the Agency/Commission's reactions to these documents. The coordinating beneficiary shall regularly inform each associated beneficiary about communication with the Agency/Commission concerning the project;
- In exercising the mandate given by each associated beneficiary to act on its behalf, the coordinating beneficiary will take into due consideration the interests and concerns of each associated beneficiary, whom the coordinating beneficiary will consult whenever appropriate and especially prior to requesting any modification of the grant agreement;
- payments to associated beneficiaries are the exclusive tasks of the Coordinating beneficiary who shall transfer to the beneficiaries within 30 days of receipt of the funds the amount owing to them.
- The coordinating beneficiary shall inform the associated beneficiaries about the required documentation and information to the Agency/Commission whenever possible at least two weeks before and in any case in a timely matter.

² Annex IV to the Grant Agreement consisting of Form(s) A4 of the Project proposal in Annex II to the Grant agreement.

4. Role and obligations of the associated beneficiaries

Article II.1.2 of the General Conditions sets out the role and general obligations of the associated beneficiaries. The modalities for implementing this article are:

- Each associated beneficiary undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfill, promptly and on time, all of its obligations under the Grant Agreement and this Partnership Agreement.
- The associated beneficiaries are exclusively the organizations identified as such in the project and committed to the project implementation through relevant forms. The associated beneficiaries by signing the Grant Agreement and this Partnership Agreement are directly involved in the technical implementation of one or more tasks of the project, according to Annex II of the Grant Agreement.
- Each associated beneficiary shall do everything in his power to help the coordinating beneficiary to fulfil the coordinating beneficiary's obligations under the grant agreement. In particular, the associated beneficiaries hereby shall provide to the coordinating beneficiary whatever documents or information (technical and financial) may be required, as soon as possible after receiving the request from the coordinating beneficiary. Each associated beneficiary undertakes to notify to the coordinating beneficiary promptly any significant information, fact, problem or delay likely to affect the project's implementation.
- Each associated beneficiary shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other beneficiaries and shall not report directly to the Commission on the technical and financial progress unless explicitly requested to do so by the Commission.
- Each associated beneficiary must contribute financially to the project accordingly with the Grant Agreement signed, and shall benefit from the financial contribution from the Commission in the conditions stipulated in the Grant Agreement.

5. Common obligations for both the coordinating beneficiary and the associated beneficiaries

Article II.1.1 of the General Conditions, sets out common obligations for both the coordinating beneficiary and each associated beneficiary. The modalities for implementing this article are:

- The coordinating beneficiary and all associated beneficiaries shall, in a timely matter, provide all information required by the Agency and take reasonable measures to ensure the accuracy of this information.



- each associated beneficiary has to send copies of supporting (accounting) documentation to the coordinating beneficiary every 3 months. This includes the personnel salary slips, timesheets duly completed and signed by the involved staff and the supervisor, tender documents, invoices, purchase orders, proof of payments and any other documents used for the calculation and presentation of costs.
- each associated beneficiary will also send the updated financial statement every 3 months duly filled in with information concerning all the costs sustained. All this documentation shall be clear, precise and effective.
- Each beneficiary shall maintain up-to-date books of account.
- The overall progress of the project will be monitored in follow-up 6-monthly project progress meetings. The Project Coordinator will be the chairperson of project meetings and shall give notice in writing of a meeting to each beneficiary as soon as possible and no later than 21 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting. The Project Coordinator shall also convene extraordinary meetings (telco or in person) at any time in case of necessity.
- The Project Coordinator shall provide the agenda for such meeting, produce written minutes of each meeting which shall be the formal record of all decisions taken.
- The minutes shall be considered as accepted if, within 15 calendar days from sending, no beneficiary has objected in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6. Project co-financers

No co-financers are foreseen by the LIFE CAT4HEAVY project.

7. Technical activity reports

Each associated beneficiary shall provide any relevant information to the coordinating beneficiary in due time before the submission of reports to the Agency/Commission and be available with additional information, should the Agency/Commission so request.

The reporting schedule for the project is as follows:

Type of report	Deadline
Progress report	31/12/2019
Midterm report	31/07/2020
Progress report	01/03/2021
Final report	01/04/2022

- Each Associated Beneficiary shall transmit to the Coordinating Beneficiary all the technical and financial documentation within 30 days before the deadline for the submission of the Midterm and Final reports and within 20 days before the deadline for the submission of the Progress reports.
- The coordinating beneficiary has to send a report each 3 months to the Technical project manager and the quality managers with the description of the activities progress. Each associated beneficiary shall provide the inputs on the activities performed at least one week before the deadline.
- In case the required frequency or type of these reports changes, such changes shall be communicated and agreed in writing by both the associated and coordinating beneficiaries.

8. Financial reporting

Each associated beneficiary is obliged to report costs as specified in the General Conditions and the grant agreement.

Regarding the final statement of expenditure and income, each associated beneficiary shall provide the coordinating beneficiary with a dated and signed "participant cost statement summary" at least 30 days before the deadline for submission to the Agency/Commission of the final report.



The deadline for each associated beneficiary to provide the coordinating beneficiary with the mid-term financial statement is 30 days before the deadline for submission to the Agency/Commission of the mid-term report.

The procedure to collect the data and to channel them through the coordinating beneficiary regularly is:

- Within 4 months from the project beginning the Associated Beneficiaries will provide to the Coordinating Beneficiary by a defined file sharing system a financial statement (using LIFE rules and the most updated LIFE template for the Standard Statement of Expenditure).
- As stated in section 5 of the present agreement, every 3 months, the Associated Beneficiary will send copies of supporting (accounting) documentation (such as tender documents, invoices, purchase orders, proof of payments, salary slips, time sheets and any other documents used for the calculation and presentation of costs) to the Coordinating Beneficiary. The supporting documentation shall be clear and precise.

9. Estimated eligible costs and associated beneficiary's financial contribution to the project

In accordance with the "declaration of the associated beneficiary", the associated beneficiary APAM will implement actions with an estimated total cost of € 217,966.

The associated beneficiary APAM will contribute € 87,187 to the project of own financial resources.

On the basis of the above amounts, the associated beneficiary APAM will receive from the coordinating beneficiary a maximum amount of € 130,779 as share of the EU contribution.

In accordance with the "declaration of the associated beneficiary", the associated beneficiary GEAM will implement actions with an estimated total cost of € 318,205.

The associated beneficiary GEAM will contribute € 140,045 to the project of own financial resources.

On the basis of the above amounts, the associated beneficiary GEAM will receive from the coordinating beneficiary a maximum amount of € 178,160 as share of the EU contribution.

In accordance with the "declaration of the associated beneficiary", the associated beneficiary LOMAR will implement actions with an estimated total cost of € 356,307.

The associated beneficiary will contribute € 142,523 to the project of own financial resources.

On the basis of the above amounts, the associated beneficiary will receive from the coordinating beneficiary a maximum amount of € 213,784 as share of the EU contribution.

In accordance with the "declaration of the associated beneficiary", the associated beneficiary MONO will implement actions with an estimated total cost of € 567,976.

The associated beneficiary will contribute € 227,191 to the project of own financial resources.

On the basis of the above amounts, the associated beneficiary will receive from the coordinating beneficiary a maximum amount of € 340,785 as share of the EU contribution.

In accordance with the "declaration of the associated beneficiary", the associated beneficiary PURI will implement actions with an estimated total cost of € 415,448.

The associated beneficiary will contribute € 166,179 to the project of own financial resources.

On the basis of the above amounts, the associated beneficiary will receive from the coordinating beneficiary a maximum amount of € 249,269 as share of the EU contribution.



In accordance with the "declaration of the associated beneficiary", the associated beneficiary ALTRAN will implement actions with an estimated total cost of € 289,987.

The associated beneficiary will contribute € 115,995 to the project of own financial resources.

On the basis of the above amounts, the associated beneficiary will receive from the coordinating beneficiary a maximum amount of € 173,992 as share of the EU contribution.

In accordance with the "declaration of the associated beneficiary", the associated beneficiary MNLT will implement actions with an estimated total cost of € 151,201.

The associated beneficiary will contribute € 60,480 to the project of own financial resources.

On the basis of the above amounts, the associated beneficiary will receive from the coordinating beneficiary a maximum amount of € 90,721 as share of the EU contribution.

The estimated total costs incurred by each associated beneficiary will be regularly reviewed during the project. In agreement with the coordinating beneficiary (which will take into account the total costs of the project incurred by all participants), the amounts specified in this Article can be modified, provided that the modifications are in line with the grant agreement concerning the project budget.

The final settlement will be based on the Agency/Commission's assessment of the final statement of expenditure and income and more precisely on the accepted eligible costs of the project.

According to Article II.25 of the General Conditions, in case the project generates profit, the EU contribution will be reduced proportionally to the actual final rate of reimbursement of the eligible costs approved by the Agency/Commission. The remaining portion of any such profit will be allocated to beneficiaries as follows: proportionally to the budget received by the EU.

10. Payment terms

Unless requested otherwise in writing by the associated beneficiary, the coordinating beneficiary shall make all payments to the following bank account of the associated beneficiary APAM:

Account name: APAM Esercizio Spa
IBAN: IT92Y0103011509000010036412
SWIFT: PASCITM1001.

Unless requested otherwise in writing by the associated beneficiary, the coordinating beneficiary shall make all payments to the following bank account of the associated beneficiary GEAM:

Account name: GEAM GESTIONI AMBIENTALI SPA,
Bank Name: BANCA CARIGE,
IBAN IT 15 I 06175 01445 0000 00 198 0220.

Unless requested otherwise in writing by the associated beneficiary, the coordinating beneficiary shall make all payments to the following bank account of the associated beneficiary LOMAR:

Account name: LOMARTOV SOCIEDAD LIMITADA,
Bank Name: IBERCAJA BANCO SL,
IBAN: ES90 2085 9371 4103 3028 9919
BIC/SWIFT CODE: CAZRES2Z

Unless requested otherwise in writing by the associated beneficiary, the coordinating beneficiary shall make all payments to the following bank account of the associated beneficiary MONO:



Account name: MONOLITHOS CATALYSTS & RECYCLING LTD,
Bank Name: ATTICA BANK,
IBAN: GR640160260000000084988910
BIC/SWIFT CODE: ATTIGRAAXXX

Unless requested otherwise in writing by the associated beneficiary, the coordinating beneficiary shall make all payments to the following bank account of the associated beneficiary PURI:

Account name: PURI tech GmbH,
Bank Name: Volksbank-Hochrhein
IBAN DE76684922000001255762
BIC: GENODE61WT1

Unless requested otherwise in writing by the associated beneficiary, the coordinating beneficiary shall make all payments to the following bank account of the associated beneficiary ALTRAN:

Account name: Altran Deutschland SAS & Co. KG,
Bank Name: Société Générale
IBAN DE22512108001195016565
BIC: SOGEDEFFXXX

Unless requested otherwise in writing by the associated beneficiary, the coordinating beneficiary shall make all payments to the following bank account of the associated beneficiary MNLT:

Account name: MNLT Innovations IKE
Bank Name: Alpha Bank s.a.
IBAN: GR34 0140 1330 1330 0200 2020 832
BIC: CRBAGRAA

The payment scheme between the coordinating beneficiary and each associated beneficiary will follow the payments made by the Agency/Commission to the coordinating beneficiary, within 30 days from receipt of the pre-financing, mid-term and final payment.

The coordinating beneficiary and each associated beneficiary agree that all payments are considered as pre-financing payments until the Agency/Commission has approved the final technical and financial reports and has transferred the final payment to the coordinating beneficiary.

The coordinating beneficiary shall transfer the share of the final payment to each associated beneficiary after the Agency/Commission has made the final payment.

The coordinating beneficiary may recover any amounts which have been unduly paid to each associated beneficiary, including unduly paid amounts identified as such during an ex-post audit by the Agency/Commission.

11. Termination of partnership agreement

The Grant Agreement may terminate by the Consortium accordingly to Art. II.16 of the General Conditions, while the Commission can decide about specific procedure to follow to terminate the Grant Agreement.

However, in any event of termination of the Grant Agreement, the Commission may demand full or partial repayment of amounts already paid. Only the information available at the end of the procedures described in Articles II.16.4 of General Conditions will be considered to determine the amount of eligible expenditure.



12. Jurisdiction clause

Failing amicable settlement, the Court of Brussels shall have sole competence to rule on any dispute between the contracting parties in respect of this agreement.

The law applicable to this agreement shall be the law of Belgium.

13. Civil liability

13.1. Civil Liability

The Agency/Commission may not, under any circumstances or for any reason whatsoever, be held liable in the event of claims deriving from the Grant Agreement concerning any damage or injury while the project is being carried out. No claim for compensation or repayment accompanying such a complaint shall be accepted by the Commission.

The Coordinating beneficiary exonerates the Commission solely from any liability connected to the relationship with each associated beneficiary or to the agreements signed in this context.

13.2. Limitations of contractual liability between the Beneficiaries

Each Beneficiary is liable for damage caused by it or its agents to another Beneficiary (including subcontractors and suppliers). A Beneficiary's aggregate liability towards the other Beneficiary collectively shall be limited to the Beneficiary's share of the total costs of the Project.

However, no Beneficiary shall be responsible to any other Beneficiary for punitive damages, indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts. A Beneficiary's aggregate liability towards the other Beneficiaries collectively shall be limited to the Beneficiary's share of the total costs of the Project.

The exclusions and limitations of liability stated above shall not apply in the case of damage caused by a willful act or gross negligence.

The terms of this Partnership Agreement shall not be construed to amend or limit any non-contractual liability.

13.3. Damage caused to third Beneficiaries

The Coordinating beneficiary and Associated beneficiary assume sole liability towards third Beneficiaries, including for damage sustained by them and resulting from the performance of the said Beneficiary's obligations under this Partnership Agreement or from its use of Foreground or Background while the Project is being carried out.

In their internal relations, the Beneficiaries shall be liable as follows:

- Each Beneficiary shall be liable to the other for claims by the Commission or by third Beneficiaries arising from actions carried out in the course of the Project and for which he or one of its agents (including subcontractors and suppliers) is responsible.
- Should a Beneficiary be held liable for a claim for which another Beneficiary is responsible, the latter must immediately protect and indemnify the other Beneficiary against its liability. The Consortium Beneficiaries are not entitled to consent to such claims without the prior written consent of the Beneficiary obliged to provide damages.
- Should more than one Consortium Beneficiary be responsible, the Beneficiaries shall be held liable according to the degree of their fault or, should the liability have arisen without fault, according to the degree to which each of them has caused the liability.

13.4. Force Majeure

No Beneficiary shall be considered to be in breach of this Partnership Agreement if such breach is caused by Force majeure, according to Article II.14 of the General Conditions. Each Beneficiary will notify the PSB of any Force majeure as soon as possible. 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 Project Steering Board.

14. Conflict of interest

The Coordinating beneficiary and each associated beneficiary undertake to take all the necessary measures to prevent any risk of conflicts of interest which could affect the impartial and objective performance of the Grant Agreement, as indicated in Article II.4. Such conflicts of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

Any situation constituting or likely to lead to a conflict of interest during the performance of the Grant Agreement must be brought to the attention of the Agency/Commission, in writing, without delay. The



Coordinating beneficiary and each associated beneficiary shall, without delay, take whatever steps are necessary to rectify this situation. The Commission reserves the right to check that the measures taken are appropriate and may itself take further action if this is deemed necessary.

15. Dissemination

15.1. Dissemination of own Results

During the Project and for a period of 1 year after the end of the Project, the dissemination of own Results by one or several Beneficiaries including but not restricted to publications and presentations, shall be subject to the following provisions.

15.1.1. Publication procedure

The Beneficiaries agree the following procedure:

- A copy of any proposed publication in connection with or relating to the Project shall be sent to the Coordinating beneficiary and to the concerned Beneficiary at the earliest time possible. Any of the Beneficiaries may object in writing to the publication within 30 days from the receipt of a copy of the proposed publication on any of the following grounds:
 - (i) the objecting Beneficiary's IPR on the Foreground is adversely affected by the proposed publication;
 - (ii) the proposed publication includes Confidential Information of the objecting Beneficiary or of the Consortium as a whole;
 - (iii) the publication of such information contrasts the commercial interests of the objecting Beneficiary.
- The publication shall not take place before the time limit of 30 days established above. In the absence of any objection within this period, it is deemed that the Beneficiaries agree to the publication. Following the end of this period, the Coordinating beneficiary shall inform the Beneficiaries whether or not any objection has been received.
- In the event that an objection is raised on any of the above defined grounds and within the above period of 30 days, the Beneficiary proposing the publication and the Beneficiary objecting shall seek
 - (i) to agree a solution on a timely basis whereby the protection of the objecting Beneficiary's Foreground will not be adversely affected by the proposed publication. In this case, in order to enable the filing of a patent application on objecting Beneficiary's Foreground contained in the proposed publication, Beneficiaries may agree a delay no longer than 3 months from the first sending of the proposed publication to the Coordinating beneficiary.
 - (ii) to agree a solution on a timely basis whereby the objecting Beneficiary's Confidential Information is excluded
 - (iii) in cases where the proposed publication contains material or information which seem commercially sensitive, Beneficiaries agree to work constructively to ensure that the interesting content can be published as early as possible.

15.1.2. Publication of another Beneficiary's Foreground or Background

For the avoidance of doubt no Beneficiary shall have the right to publish or allow the publishing of any data which includes Foreground, or Background or Confidential Information of another Beneficiary, even where such data is amalgamated with the Beneficiary's Foreground, Background or other information, document or material, without the other Beneficiary's prior written approval.

Where publications relate to jointly-developed results, each Beneficiary involved must give its consent to publish and such consent not to be unreasonably delayed.

15.2. Cooperation obligations

The Beneficiaries undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground or Background. However, confidentiality and publication clauses have to be respected.

15.3. Use of names, logos or trademarks

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

16. Access Rights and Intellectual Properties

16.1. Background included

The Beneficiaries identify in Grant Agreement the Background to which they are ready to grant Access Rights, subject to the provisions of this Partnership Agreement and the Grant Agreement.



In Annex 2, the Beneficiaries 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.

Access Rights on Background of PURI shall be granted to the other parties for the Project on fair and reasonable conditions.

Anything not identified in Annex 2 shall not be the object of Access Right obligations regarding Background.

Any Beneficiary can propose to the PMB to modify its Background in Annex 2. However, once this Partnership Agreement is in force for a Beneficiary, only the PMB can permit such Beneficiary to withdraw any of its Background from Annex 2.

Each Beneficiary may add further Background to Annex 2 at any time during the Project by written notice to the PMB. Such addition shall not be considered to be an amendment of this Partnership Agreement and all Beneficiaries shall be promptly informed of such addition.

The Beneficiaries agree that all Background not listed in Annex 2 shall be explicitly excluded from the obligation to grant Access Rights. However, the Beneficiaries further agree to negotiate, in good faith, additions to Annex 2 if a Beneficiary asks them to do so and can reasonably demonstrate that Access Rights to such additional Background is needed. For the avoidance of doubt, a Beneficiary is under no obligation to agree to additions to their Background listed in Annex 2.

16.2. General Principles

Each Beneficiary shall implement its tasks in accordance with the Grant Agreement and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third Beneficiary property rights.

Beneficiaries shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background or of any other restriction which might substantially affect the granting of Access Rights even if due to a third Beneficiary cause during the Project.

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, if not otherwise agreed in writing by all the Beneficiaries according to the Grant Agreement.

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

All Access Rights shall be granted upon written request.

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 Beneficiary must show that the Access Rights are needed.

16.3. Access Rights for implementation

Access Rights to Foreground and Background needed for the execution of the own work of a Beneficiary under the Project shall be granted on a royalty-free basis, unless otherwise agreed directly among the Beneficiaries.

16.4. Access Rights for Use

Access Rights to Foreground if needed for use of a Beneficiary's own Foreground including for third-Beneficiary research shall be granted on fair and reasonable conditions. A third Beneficiary shall not be granted direct Access to Foreground generated by other Beneficiaries unless those Beneficiaries explicitly agree to it.

Access Rights for internal research activities shall be granted on a royalty-free basis and disclose under confidential agreement among Beneficiaries.

A request for Access Rights may be made up to twelve (12) months after the end of the Project.

Access Rights to Background if needed for Use of a Beneficiary's own Foreground shall be granted on Fair and reasonable conditions unless otherwise agreed upon bilateral confidential agreement between the Beneficiaries concerned.

The Beneficiaries will take appropriate actions to protect their intellectual property rights through patents if possible. The acquired knowledge may be used for scientific publications.

16.5. Access Rights for Affiliated Entities

Access Rights must be requested by the Affiliated Entity from the Beneficiary that holds the Background or Results. Alternatively, the Beneficiary granting the Access Rights may individually agree with the Beneficiary 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 grant Access Rights to all Beneficiaries and fulfill all confidentiality and other obligations accepted by the Beneficiaries under the Grant Agreement or this Partnership Agreement as if such Affiliated Entities were Beneficiaries.

Access Rights may be refused to Affiliate Entities if such granting is contrary to the Legitimate interests of the Beneficiary which owns the Background or the Foreground.

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

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.

16.6. Additional Access Rights

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

16.7. Access Rights for Beneficiaries entering or leaving the Consortium

16.7.1. New beneficiary entering the Consortium

All Foreground developed before the accession of the new beneficiary shall be considered to be Background with regard to said new beneficiary.

The new beneficiary joining the Consortium shall identify by written notice submitted to PMB the Background to which they are ready to grant Access Rights.

16.7.2. Beneficiaries leaving the Consortium

Access Rights granted to a Defaulting beneficiary shall be transferred by license only to affiliate(s) immediately upon PMB has received the formal notice of the decision of the by the Defaulting beneficiary.

16.7.2.1. Non-defaulting beneficiary

A beneficiary leaving voluntarily and with the other beneficiary's consent shall have Access Rights to the Foreground developed until the date of the termination of its participation. The time limit for its right to request these Access Rights shall start on the same date.

16.7.2.2. Access Rights to be granted by any leaving beneficiary

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

16.8. Technological background ownership and exploitation rights

This article introduces specific directives on independent basis from the previous articles.

The two technologies of MONOLITHOS Ltd. which have been submitted for patent before the start of CAT4HEAVY, namely Prometheus Catalyst (application number 20180100116/20.3.2018) and Oxygen Removal System (application number 20180100044/9.2.2018), belong solely to MONOLITHOS Ltd. including background rights, foreground rights and any other form of Intellectual Property Rights.

Any final prototype of ORS System/Prometheus Catalyst resulting from CAT4HEAVY is property of MONOLITHOS Ltd. Exploitation and commercialization rights of final device of ORS/Prometheus Catalyst prototype belongs to MONOLITHOS Ltd. Consortium agrees on an exclusivity license shared among LOMARTOV S.L. and MONOLITHOS Ltd. for exploitation, commercialization and market uptake of the resulting ORS/Prometheus Catalyst device for Heavy Duty Mobile Diesel Applications.

17. Non-disclosure of information

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



The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 5 years after the end of the Grant Agreement:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third Beneficiary without the prior written consent by the Disclosing Beneficiary;
- 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 Beneficiary on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

The Recipients shall be responsible for the fulfillment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment.

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 becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Beneficiary subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third Beneficiary who is in lawful possession thereof and under no obligation of confidence to the Disclosing Beneficiary;
- 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 Beneficiary; or
- the Confidential Information was already known to the Recipient prior to disclosure.

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 Beneficiary shall promptly advise the other Beneficiary in writing of any unauthorized disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

If any Beneficiary 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 Beneficiary, and comply with the Disclosing Beneficiary's reasonable instructions to protect the confidentiality of the information.

The confidentiality obligations under this Partnership Agreement and the Grant Agreement shall not prevent the communication of Confidential Information to the European Commission.



Done at GALATSI on 12/12/2019, in duplicate in English

For the coordinating beneficiary



For the associated beneficiary APAM

For the associated beneficiary GEAM

For the associated beneficiary LOMAR

For the associated beneficiary MONO

For the associated beneficiary PURI

For the associated beneficiary ALTRAN

For the associated beneficiary MNLT

ANNEXES:

1. The LIFE Grant Agreement signed between the European Agency/Commission and the coordinating beneficiary, including all annexes thereto
2. Background included

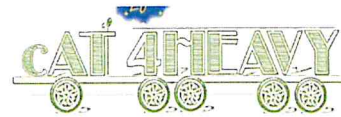


Annex 2: Background included

Access Rights to Background made available to the Beneficiaries:

Background Knowledge	Owned by	To be used for	access rights to this background <u>during</u> the project	access rights to the background <u>after</u> the project
Specific washcoat for Catalytic Coated DPF along with a specific ECU application	PURI tech	Improved NOx reduction at low temperature with Commercial Vehicle with Diesel Engine	Non-exclusive and non-commercial right of application and development purposes	tba

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



Done at GALATSI on 12/12/2019, in duplicate in English

For the coordinating beneficiary

For the associated beneficiary APAM

A handwritten signature in black ink, appearing to be a stylized "G" followed by a small mark.

For the associated beneficiary GEAM

For the associated beneficiary LOMAR

For the associated beneficiary MONO

For the associated beneficiary PURI

For the associated beneficiary ALTRAN

For the associated beneficiary MNLT

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For the coordinating beneficiary

For the associated beneficiary APAM

For the associated beneficiary GEAM

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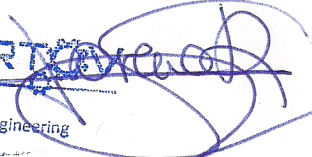
Done at GALATSI on 12/12/2019, in duplicate in English

For the coordinating beneficiary

For the associated beneficiary APAM

For the associated beneficiary GEAM

For the associated beneficiary LOMAR


LOMARTOV S.L.
Applied Innovation Engineering
VAT: ES898896137

For the associated beneficiary MONO

For the associated beneficiary PURI

For the associated beneficiary ALTRAN

For the associated beneficiary MNLT

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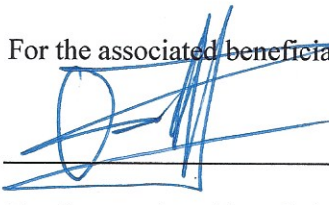
For the coordinating beneficiary

For the associated beneficiary APAM

For the associated beneficiary GEAM

For the associated beneficiary LOMAR

For the associated beneficiary MONO

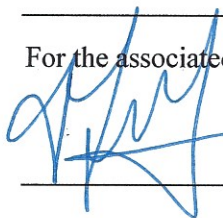

Iakovos Ykounis
CEO

ΜΟΝΟΛΙΘΟΣ Ε.Π.Ε.
Τεχνολογίες Ανακύκλωσης
Βριλησσού 83, 114 76 Αθήνα
Τηλ.: 800 11 10 810
ΑΦΜ: 099239630, ΔΟΥ: 13^η ΑΘΗΝΩΝ

For the associated beneficiary PURI

For the associated beneficiary ALTRAN

For the associated beneficiary MNLT


Polyzou Ekaterini
Managing Partner

ΜΝΛΤ ΕΡΕΥΝΗΤΙΚΗ - ΑΝΑΠΤΥΞΙΑΚΗ Ι.Κ.Ε.
ΥΠΗΡΕΣΙΕΣ ΕΡΕΥΝΑΣ ΚΑΙ ΑΝΑΠΤΥΞΗΣ
Λ. ΚΗΦΙΣΙΑΣ 125-127, 115 24 ΑΘΗΝΑ
Α.Φ.Μ.: 801064068, Δ.Ο.Υ.: ΨΥΧΙΚΗ
Αριθμός Γ.Ε.ΜΗ: 1482375010

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For the coordinating beneficiary

For the associated beneficiary APAM

For the associated beneficiary GEAM

For the associated beneficiary LOMAR

For the associated beneficiary MONO

For the associated beneficiary PURI



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 Gewerbestr. 4-6, 79801 Hohentengen
 Tel. 07742 97897-0, Fax -21
 info@puritech.de, www.puritech.de

For the associated beneficiary ALTRAN

For the associated beneficiary MNLT

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For the coordinating beneficiary

For the associated beneficiary APAM

For the associated beneficiary GEAM

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For the associated beneficiary MONO

For the associated beneficiary PURI

For the associated beneficiary ALTRAN

ALTRAN

Altran Deutschland S.A.S. & Co. KG
Frankfurter Ring 81
80807 München
altran.de

For the associated beneficiary MNLT

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