

SCALABLE CITIES – grant agreement -

ENERGY CITIES, with the business seat in 2 Chemin de Palente, 25000 Besancon, France, VAT number: FR 55379716764, represented by Claire Roumet, Executive Director (hereinafter: "Energy Cities")

and

VILLE DE BRUXELLES with the business seat in 4 Rue des Halles, BE-1000 Bruxelles represented by **Dirk LEONARD, Municipal Secretary and Fabian MAINGAIN, Alderman for Smart City** (hereinafter: "Leading beneficiary")

hereinafter all contractual parties jointly referred to as: "Parties"

have concluded the following:

GRANT AGREEMENT

WHEREBY:

- A. the Innovation and Networks Executive Agency – INEA on one side and Lyon Confluence, AIT Austrian Institute of Technology GmbH, GNE Finance, Energy Cities, Blue-Sight Conseil, Odyssees and Twenty Communications SRO, on the other side, have on 2 September, 2020 concluded the Service Contract No. 300002306 (hereinafter: "Service Contract");
- B. the Service Contract described hereto above refers to the project under the title "Scalable Cities" (formerly under the title "SCALE"), and it is managed by the Scalable Cities Secretariat;
- C. by the Service Contract described hereto above, and thereto related Bidders Agreement concluded by and between Lyon Confluence, AIT Austrian Institute of Technology GmbH, GNE Finance, Energy Cities, Blue-Sight Conseil, Odyssees and Twenty Communications SRO on 6 July, 2021 (hereinafter: "Bidders Agreement"), the Energy Cities has been recognized as the representative of the consortium established by and between Lyon Confluence, AIT Austrian Institute of Technology GmbH, GNE Finance, Energy Cities, Blue-Sight Conseil, Odyssees and Twenty Communications SRO on the grounds of the aforesaid Bidders Agreement (hereinafter: "Scalable Cities Secretariat") and has been further on entitled to conclude this Grant Agreement with each and every thereto elected beneficiary, in the name and on behalf of Scalable Cities Secretariat;
- D. Beneficiaries have on 1st December 2023, concluded the Consortium Agreement by which they have, among others, appointed the Leading beneficiary to further on act in their name and on their behalf in respect of implementation of the project which is the subject of this Grant Agreement all as described in detail by further provisions of this Grant Agreement.

so therefore, the Parties have agreed as follows:

ARTICLE 1 – DEFINITIONS

- (1) The following terms used in this Grant Agreement shall have the following meaning:
 1. **"Agreement"** means this Grant Agreement and all annexes, schedules and attachments to this Grant Agreement, if any;
 2. **"Beneficiary/ies"** means a contractual party/ies with whom Energy Cities concludes this Agreement;

SCALABLE CITIES – grant agreement -

3. **"Project"** means the action that is implemented by the Leading beneficiary with the support of the Scalable Cities Action Grant;
4. **"Force Majeure"** means an act, omission or circumstance over which either of the Party could not reasonably have exercised control, as described by the Article 11 of this Agreement;
5. **"Scalable Cities Secretariat"** means the consortium established between the Lyon Confluence, AIT Austrian Institute of Technology GmbH, GNE Finance, Energy Cities, Blue-Sight Conseil, Odyssees and Twenty Communications SRO on the grounds of the Bidders Agreement concluded by and between aforesaid legal entities on 6 July, 2021 described in detail in an introductory provisions of this Agreement;
 6. **"Service Contract"** means Service Contract No. 300002306, concluded by and between the Innovation and Networks Executive Agency – INEA on one side and Lyon Confluence, AIT Austrian Institute of Technology GmbH, GNE Finance, Energy Cities, Blue-Sight Conseil, Odyssees and Twenty Communications SRO, on the other side, with all its Annexes, on 2 September, 2020 described in detail in an introductory provisions of this Agreement;
 7. **"Second call for proposals"** means Second call for proposals for projects on (1) innovative governance structures, (2) education, training and capacity building, (3) data and digitalization prepared by Energy Cities in February of 2023, which Second call for proposals has been used and has been applicable to the Beneficiary/ies in the process upon whose finalization the preconditions for conclusion of this Agreement have been fulfilled, the content of which document may be downloaded from the web site <https://smart-cities-marketplace.ec.europa.eu/action-grant>;
8. **"Bidders Agreement"** means Bidders Agreement concluded by and between Lyon Confluence, AIT Austrian Institute of Technology GmbH, GNE Finance, Energy Cities, Blue-Sight Conseil, Odyssees and Twenty Communications SRO on 6 July, 2021, in respect of implementation of the Service Contract, described in detail in an introductory provisions of this Agreement;
9. **"Final report"** means a document to be developed by the Leading beneficiary, within the term of 30 (in letters: thirty) days after the expiration of this Agreement as specified by the Article 3 Par. 1 of this Agreement, to be fulfilled and submitted by Leading beneficiary through the Scalable Cities Action Grant Platform;
10. **"Scalable Cities Action Grant Platform"** means a platform located on the web site <https://grants.scalable-cities.eu> through which Leading beneficiary is obliged to fulfil and submit all reports prescribed by provisions of this Agreement;

(2) Unless the context otherwise requires, words denoting the singular include the plural and vice versa, while words of one gender include other genders as well. A reference to a person includes a reference to a natural person, legal entity or other corporate body.

ARTICLE 2 – SUBJECT OF THE AGREEMENT

(1) This Agreement is concluded in relation to the implementation of the project under the title "Scalable Cities" (formerly under the title "SCALE") as described in the Service Contract and in the Second call for proposals described by the Article 1 Par 1 Sub. Par. 7 of this Agreement.

(2) Financial support which is the subject of this Agreement is given to a Leading beneficiary to support the implementation of the Project and activities necessary for the development of Final report, as described in detail by the Second call for proposals specified by the Article 1 Par. 1 Sub. Par. 7 of this Agreement, whereby such financial support to be paid to the account of the Leading beneficiary in whole, shall be distributed between Beneficiaries on the grounds of the Consortium Agreement

SCALABLE CITIES – grant agreement -

concluded by and between all Beneficiaries, which arrangement the Beneficiaries explicitly confirm by signing of this Agreement.

ARTICLE 3 – TERM OF THE AGREEMENT

(1) This Agreement enters into force on December 2023 and ceases to be in force once both Parties fulfil all its obligations taken over by this Agreement, but in any case no later than on the last day of the Service Contract.

(2) If the implementation of the activities to be undertaken by the Leading beneficiary under provisions of this Agreement would, for any reasons whatsoever, be delayed and/or postponed, the Parties shall conclude the Annex to this Agreement by which they will correspondingly modify the provision of previous Paragraph of this Article which refers to the term of this Agreement.

(3) Without derogating the aforementioned, the Parties mutually agree that this Agreement may cease to be in force before expiration of terms and/or fulfilment of conditions prescribed by previous Paragraphs of this Article if this Agreement would be terminated by either Party and/or if during the term of this Agreement the Service Contract would cease to be in force for any reason whatsoever, all as prescribed by the Article 9 of this Agreement.

ARTICLE 4 – RIGHTS AND OBLIGATIONS OF THE ENERGY CITIES

The Energy Cities shall, for the purposes of enabling the Leading beneficiary to fulfil its obligations under this Agreement, in prescribed manner and within prescribed terms, undertake the following actions:

1. provide the Leading beneficiary with all respective information and/or all respective support needed for proper implementation of the Project and activities necessary for the development of Final report, all in manner and under conditions set forth in the Second call for proposals specified by the Article 1 Par. 1 Sub. Par. 7 of this Agreement;
2. undertake all task(s) for the purposes of fulfilment of obligations taken over by Energy Cities under this Agreement;
3. grant to a Leading beneficiary a financial support in the aggregate amount of **48 150 €** (in letters: forty-eight thousand one hundred and fifty Euros), to be paid to a Leading beneficiary under conditions and within the terms as specified in detail by further provisions of this Agreement;
4. transfer to the Leading beneficiary a financial support in the amount of **14 445 €** (in letters: fourteen thousand four hundred and forty-five Euros) corresponding to the **amount of 30%** (in letters: thirty percent) of the aggregate financial support, as specified by the Sub. Par. 3 of this Article and by the Article 6 Par. 1 of this Agreement, to be granted to a Leading beneficiary under this Agreement, within the term of 30 (in letters: thirty) days from the day of entry of this Agreement into force;
5. transfer to the Leading beneficiary the remaining amount of **33 705 €** (in letters: thirty-three thousand seven hundred and five Euros) corresponding to the **amount of 70%** (in letters: seventy percent) of the aggregate financial support, as specified by the Sub. Par. 3 of this Article and by the Article 6 Par. 1 of this Agreement, to be granted to the Leading beneficiary under this Agreement, within the term of 60 (in letters: sixty) days from the day of successful/positive validation of Final report and all deliverables to be fulfilled and submitted by Leading beneficiary through the Scalable Cities Action Grant Platform;
6. timely inform the Leading beneficiary on any process of checks, reviews, audit, investigations and/or evaluation to be carried out on a Leading beneficiary in respect of

SCALABLE CITIES – grant agreement -

the Project and activities necessary for the development of Final report, all as described by the Article 5 Par. 1 Sub. Par. 4 of this Agreement.

ARTICLE 5 – RIGHTS AND OBLIGATIONS OF THE LEADING BENEFICIARY

(1) The Leading beneficiary shall, for the purposes of fulfilment of its obligations taken over under this Agreement, undertake the following actions:

1. fulfil and submit through Scalable Cities Action Grant Platform the Final report within the term of 30 (in letters: thirty) days after expiration of this Agreement as specified by the Article 3 Par. 1 of this Agreement;
2. comply, during the course of fulfilment of the obligations set forth by provisions of this Agreement and usage of granted financial support, at all times, with all relevant provisions prescribed by this Agreement, i.e., undertake at all times, all its obligations prescribed hereto above, pursuant to the instructions given by the Energy Cities, and in compliance with all legal obligations under applicable EU, international and national law;
3. immediately inform the Energy Cities of any of the following:
 - (a) events which are likely to affect significantly or delay the implementation of the Project or the EU´s financial interests, in particular:
 - (i) changes in Leading beneficiary´s legal, financial, technical, organizational or ownership situation;
 - (ii) changes in Leading beneficiary´s name, address, legal form or organizational type;
 - (b) circumstances affecting compliance with requirements under this Agreement;
4. provide the Energy Cities, without any delay, with all information, documentation, reports and/or data requested by the European Commission. If the Leading beneficiary would fail to deliver the requested information, reports and/or documentation as stated hereto above, or if the checks, reviews, audits, investigations and/or evaluation would show serious breach of obligations of the Leading beneficiary, such checks, reviews, audits, investigations and/or evaluation could result in recovery of the financial support which has been granted to a Leading beneficiary under this Agreement, without derogating at all times the right of Energy Cities to terminate this Agreement, all in manner and under terms as specified by the Article 9 of this Agreement;
5. take all necessary measures to prevent any situation where the impartial and objective implementation of the Project and activities necessary for the development of Final report are compromised for reasons involving economic interest, family or emotional ties or any other shared interest. The Leading beneficiary must formally notify the Energy Cities, without delay, about any situation constituting or likely to lead to a conflict of interests and immediately take all necessary steps to rectify this situation. If a Leading beneficiary would breach any of its aforesaid obligations, the financial support which has been granted to a Leading beneficiary under this Agreement could be recovered, i.e., this Agreement could be terminated, all in manner and under terms as specified by the Article 9 of this Agreement.

(2) The Leading beneficiary hereby acknowledges that it shall be severally responsible for carrying out the Project and activities necessary for the development of Final report, i.e., for proper usage of granted financial support, in accordance with the terms and conditions of this Agreement.

SCALABLE CITIES – grant agreement -

(3) The Leading beneficiary hereby obliges not to act, in the context of the grant approved upon this Agreement, as sub-contractor of Scalable Cities Secretariat, i.e., not to gain and/or receive other funds by any other EU project for the same purpose.

ARTICLE 6 - FINANCIAL SUPPORT

(1) The Parties mutually agree and understand that the financial support to be granted, under terms and conditions set forth by further provisions of this Agreement, **amounts 48 150€** (in letters: forty-eight thousand one hundred and fifty Euros)

(2) The aforesaid financial support in the aggregate **amount of 48 150€** (in letters: forty-eight thousand one hundred and fifty Euros) will be paid to a Leading beneficiary following the said payment scheme:

1. **14 445 €** (in letters: fourteen thousand four hundred and forty-five Euros) corresponding to the **amount of 30%** (in letters: thirty percent) of the aggregate financial support, as specified by the Article 4 Sub. Par. 3 of this Agreement and by the Par. 1 of this Article, to be granted to a Leading beneficiary under this Agreement, will be paid to a Leading beneficiary within the term of 30 (in letters: thirty) days from the day of entry of this Agreement into force;
2. remaining **33 705€** (in letters: thirty-three thousand seven hundred and five Euros) corresponding to the **amount of 70%** (in letters: seventy percent) of the aggregate financial support, as specified by the Article 4 Sub. Par. 3 of this Agreement and by the Par. 1 of this Article, to be granted to a Leading beneficiary under this Agreement, will be paid to a Leading beneficiary within the term of 60 (in letters: sixty) days from the day of successful/positive validation of Final report and all deliverables to be fulfilled and submitted by Leading beneficiary through the Scalable Cities Action Grant Platform;

(3) Unless requested otherwise in writing by the Leading beneficiary, the Energy Cities shall make all payments to the following bank account of the Leading beneficiary:

- **Name of the bank: BELFIUS**
- **IBAN CODE: BE33 0910 0013 7546**
- **SWIFT CODE: GKCCBEBB**

(4) The Parties mutually agree and understand that the financial support described hereto above, to be paid to the account of the Leading beneficiary, shall be further on distributed between Beneficiaries following the terms and conditions of the Consortium Agreement concluded by and between all Beneficiaries, so therefore Energy Cities shall bear no responsibility whatsoever toward any and all Beneficiaries, in respect of the said distribution of received funds among Beneficiaries themselves.

ARTICLE 7 – MANAGEMENT OF INTELLECTUAL PROPERTY

(1) The Parties mutually agree and understand that the Leading beneficiary will be obliged, on cover pages of all studies and publications produced on the grounds of this Agreement, to display the European Commission logo followed by the words "*With the support of the*" or "*Supported by the*".

(2) The Parties mutually agree and understand that the Leading beneficiary will be obliged, on inner pages of all studies and publications produced on the grounds of this Agreement, to implement a disclaimer with the following content: "*The European Commission support for the production of this publication does not constitute endorsement of the contents which reflects the views only of the authors, and the European Commission cannot be held responsible for any use which may be made of the information contained therein.*"

SCALABLE CITIES – grant agreement -

(3) The Leading beneficiary hereby obliges to request prior approval of Scalable Cities Secretariat at all times in respect of any communication matters, guidelines and templates produced on the grounds of this Agreement in order to ensure coherency in outreach. Moreover, the Leading beneficiary needs to inform the Scalable Cities Secretariat about any public events related to the Project and activities necessary for the development of Final report which is the subject of this Agreement and to promote it via the Scalable Cities communication channels, whereby a representative from the Scalable Cities Secretariat will be entitled to attend these public events on an ad-hoc basis.

(4) If a Leading beneficiary would breach any of its obligations under this clause, the financial support which has been granted to a Leading beneficiary under this Agreement could be recovered, i.e., this Agreement could be terminated, all in manner and under terms as specified by the Article 9 of this Agreement.

(5) The Energy Cities and Scalable Cities Secretariat may use information relating to the Project and activities necessary for the development of Final report, documents, summaries for publication and public deliverables as well as any other material such as pictures or audio-visual material received from a Leading beneficiary (including in an electronic form), for its communication and publicizing activities, without any limitations whatsoever.

ARTICLE 8 – CONFIDENTIALITY

(1) The confidentiality obligations as described by the previous Paragraph of this Article will no longer apply if:

- the disclosing party agrees to release the other party;
- the information was already known by a recipient or is given to him without obligation of confidentiality by a Leading beneficiary that was not bound by an obligation of confidentiality;
- the recipient proves that the information was developed without the use of confidential information;
- the information becomes generally and publicly available, without breaching any confidentiality obligation, or
- the disclosure of the information is required by EU or national law.

(2) If a Leading beneficiary would breach any of its obligations under this clause, the financial support which has been granted to a Leading beneficiary under this Agreement could be recovered, i.e., this Agreement could be terminated, all in manner and under terms as specified by the Article 9 of this Agreement.

ARTICLE 9 - TERMINATION

(1) If any of the Parties would breach any obligations taken over by this Agreement, the other Party will be entitled to immediately terminate this Agreement against that Party, while such Defaulting Party who has caused the respective termination will be obliged to reimburse in whole all thereto arisen expenses and/or arisen damages. If the Defaulting party would be a Leading beneficiary, in such case the financial support which has been granted to a Leading beneficiary under this Agreement could be recovered, all in a manner and within terms as specified by further provisions of this Agreement, i.e., as specified in the notification on termination. Notification on termination has to be prepared in written form and sent to the Defaulting Party by registered mail, whereby such termination shall enter into force on the day of receipt of aforesaid notification by a Defaulting Party against whom the Agreement is terminated.

(2) Except in case of force majeure the Leading beneficiary must compensate the Energy Cities for any damage(s) it sustains as a result of implementation of the Project and activities necessary for the development of Final report or because the Project and activities necessary for the development of Final report were not implemented in full compliance with this Agreement. The Parties mutually agree and understand that Energy Cities and/or European Commission, cannot, under any circumstances

SCALABLE CITIES – grant agreement -

whatsoever, be held liable for any damages caused to the Leading beneficiary as a consequence of implementing of this Agreement, including for gross negligence, i.e., that Energy Cities and/or European Commission, cannot be held liable for any damages caused by a Leading beneficiary as a consequence of implementing of this Agreement.

(3) Omission of any Party to fulfil any of its obligations under this Agreement shall not be considered as the breach of its duties in a scope in which aforesaid inability to perform its duties arises from the case of force majeure as described by the Article 11 of this Agreement, under condition that the Party affected with such case has undertaken all reasonable precaution measures, due care and reasonable alternative measures, all for the purposes of fulfilment of terms and conditions of this Agreement.

(4) Notwithstanding all aforementioned, the Parties also mutually agree and understand that in case the Service Contract would at any time during the term of this Agreement cease to be valid and in force toward the Energy Cities, for whatever reason, that in such case this Agreement will automatically cease to be valid as well, which information has to be presented to the Leading beneficiary by a written notification.

ARTICLE 10 – ASSIGNMENT

The Leading beneficiary may not assign, sublet or transfer any part of this Agreement to any third person(s) without the prior written approval of the Energy Cities.

ARTICLE 11 – FORCE MAJEURE

(1) Neither party will be liable for any delay or failure to perform its obligations pursuant to this Agreement if such failure or delay is a result of Force Majeure.

(2) The party to this Agreement seeking to rely on a circumstance of Force Majeure must notify the other party as soon as practicable of any anticipated delay due to Force Majeure. The performance of the party's obligations under this Agreement will be suspended for the period of the delay due to Force Majeure.

(3) Without derogating the aforementioned, the Parties mutually agree that any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of Force Majeure, labour disputes or strikes, or financial difficulties, cannot be invoked as a Force Majeure.

ARTICLE 12 - HEADINGS

Headings used in this Agreement are for convenience and ease of reference only, are not part of this Agreement and are not relevant to or affect the meaning or interpretation of this Agreement.

ARTICLE 13 – GOVERNING LAW

This Agreement is governed by the EU law, supplemented, if necessary, by the law of France.

ARTICLE 14 - DISPUTES

Any dispute arising from or in connection to this Agreement which cannot be settled in an amicable manner will be submitted to an arbitration in Paris, France.

ARTICLE 15 – CLOSING PROVISIONS

(1) If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement will remain otherwise in full force, apart from such provision which will be deemed deleted.

SCALABLE CITIES – grant agreement -

(2) This Agreement including its schedules and attachments, if any, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof. Any prior arrangements, agreements, representations or undertakings are superseded. No modifications or alteration of any clause of this Agreement will be valid except in writing and signed by both parties.

(3) In the case of any conflict between the terms of this Agreement and terms contained in any annexes, schedules or attachments to this Agreement, if any, the order of precedence (from first to last) will be 1) terms of this Agreement, 2) terms defined in any schedules or attachments to this Agreement.

IN WITNESS of acceptance of rights and obligations from this Agreement, it has been personally signed by authorized representatives of both Parties.

Signed for and behalf of the Energy Cities:

Signature _____

Full name Claire ROUMET

Title Director

Date _____

Signed for and behalf of the Leading beneficiary:

Signature _____

Full name Dirk LEONARD

Title Municipal Secretary

Date _____

Signature _____

Full name Fabian MAINGAIN

Title Alderman for Smart City

Date _____