

Co-designing Locally tailored Ecological solutions for Value added,  
socially inclusive Regeneration in Cities

# CLEVER Cities

## Non-Disclosure Agreement for Advisory Board Members

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Main editor(s): Sabine Hilfert (FHH)

<b>Grant Agreement No.:</b>	776604
<b>Programme call:</b>	H2020-SCC-NBS-2stage-2017
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<b>Project Coordinator:</b>	FHH
<b>Dissemination Level:</b>	CO
<b>Contact of responsible author:</b>	sabine.hilfert@sk.hamburg.de

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Disclaimer:

This document reflects only the author's view. The *Commission* is not responsible for any use that may be made of the information it contains.

Dissemination level:

- **PU** = Public
- **CO** = Confidential, only for members of the consortium (including the Commission Services)



## **Acronyms and Abbreviations**

AB	Advisory Board
ACA	Annual CLEVER Assembly
DoA	Description of Action
EC	European Commission
EU	European Union
GA	Grant Agreement
NDA	Non-Disclosure Agreement
SC	Steering Committee
SP	SharePoint
WP	Work Package



# **CLEVER Cities Non-Disclosure Agreement for User Board Members**

1. This Agreement made and entered into by and between:

**FREIE UND HANSESTADT HAMBURG (FHH)**, established in RATHAUSMARKT 1, HAMBURG 20095, GERMANY, acting on its own behalf and as coordinator on behalf of the below mentioned parties of the European Project “**CLEVER Cities – Co-designing Locally tailored Ecological solutions for Value added, socially inclusive Regeneration in Cities**” or “**CLEVER Cities**”:

**GREATER LONDON AUTHORITY**, established in THE QUEEN S WALK CITY HALL, LONDON SE1 2AA, UNITED KINGDOM,

**COMMUNE DI MILANO**, established in PIAZZA SCALA 2, MILANO 20121, ITALY,

**BELGRADE CITY ADMINISTRATION**, established in DRAGOSLAVA JOVANOVIĆA 2, BEOGRAD 11000, SERBIA,

**DIMOS LARISEON**, established in IONOS DRAGOUMI 1, LARISSA 412 22, GREECE,

**AYUNTAMIENTO DE MADRID**, established in PLAZA DE LA VILLA 4, MADRID 28005, SPAIN,

**MALMO STAD**, established in AUGUST PALM PLATS 1, MALMO 200 42, SWEDEN,

**MUNICIPIUL SFANTU GHEORGHE**, established in STR 1 DECEMBRIE 1918 2 JUDETUL COVASNA, SFANTU GHEORGHE 520008, ROMANIA,

**FONDO AMBIENTAL**, established in RIO COCA E6 – 85 E ISLA GENOVESA, QUITO 170501, ECUADOR,

**SOCIETA COOPERATIVA SOCIALE ELIANTE ONLUS**, established in VIA SAN PANCRAZIO 14, BOVISIO MASCIAGO 20813, ITALY,

**FONDAZIONE POLITECNICO DI MILANO**, established in PIAZZA LEONARDO DA VINCI 32, MILANO 20133, ITALY,

**GROUNDWORK LONDON**, established in MORLEY STREET 18-21, LONDON SE1 7QZ, UNITED KINGDOM,

**STEG STADTERNEUERUNGS- UND STADTENTWICKLUNGSGESELLSCHAFT HAMBURG MBH**, established in SCHULTERBLATT 26-36, HAMBURG 20357, GERMANY

**WWF ITALIA**, established in VIA PO 25/C, 00198 ROMA RM, ITALY,

**CENTRE FOR EXPERIMENTS IN URBAN STUDIES**, established in DALMATINSKA 70/III/5, BELGRADE 11000, SERBIA,

**AGENTIA PENTRU PROTECTIA MEDIULUI COVASNA**, established in BLD GENERAL GRIGORE BALAN 10, SFANTU GHEORGHE 520013, ROMANIA,

**THE YOUNG FOUNDATION**, established in VICTORIA PARK SQUARE 18, LONDON E2 9PF, UNITED KINGDOM,



**PEABODY TRUST**, established in 45 WESTMINSTER BRIDGE ROAD, LONDON SE1 7JB, UNITED KINGDOM,

**RETE FERROVIARIA ITALIANA**, established in PIAZZA DELLA CROCE ROSSA 1, ROMA 00161, ITALY,

**SOCIAL FINANCE LIMITED**, established in 131-151 GREAT TITCHFIELD STREET, LONDON W1W 5BB, UNITED KINGDOM,

**YEPEZSALMON YEPEZ SALMON ASOCIADOS S.A.**, established in ARMERO 0E7-261 Y EL ORO, QUITO 170521, ECUADOR,

**GREEN4CITIES GMBH**, established in WESTBAHNSTRASSE 7, VIENNA 1070, AUSTRIA,

**HAFENCITY UNIVERSITÄT HAMBURG**, established in UBERSEEALLEE 16, HAMBURG 20457, GERMANY,

**HAMBURGISCHES WELTWIRTSCHAFTSINSTITUT GEMEINNÜTZIGE GMBH**, established in Oberhafenstraße 1, HAMBURG 20097, GERMANY,

**TECHNISCHE UNIVERSITÄT HAMBURG-HARBURG**, established in AM SCHWARZENBERG CAMPUS 1, HAMBURG 21073 HAMBURG,

**ECOLOGIC INSTITUT GGMBH**, established in Pfalzburger Strasse 43-44, BERLIN 10717, GERMANY,

**FUNDACIÓN TECNALIA RESEARCH & INNOVATION**, established in PARQUE CIENTIFICO Y TECNOLÓGICO DE GIPUZKOA PASEO MIKELETEGI 2, DONOSTIA SAN SEBASTIAN 20009, SPAIN,

**UNIVERSITÄTSKLINIKUM ESSEN**, established in HUFELANDSTRASSE 55, ESSEN 45147, GERMANY,

**EUROPEAN BUSINESS & INNOVATION CENTRE NETWORK**, established in AVENUE DE Tervuren 168/25, BRUSSEL 1150, BELGIUM,

**ICLEI EUROPEAN SECRETARIAT GMBH**, established in LEOPOLDSTRASSE 3, 79098 FREIBURG, GERMANY,

**ICLEI – LOCAL GOVERNMENTS FOR SUSTAINABILITY E.V.**, established in KAISER FRIEDRICHSTRASSE 7, BONN 53113, GERMANY,

**AMBIENTE ITALIA S.R.L.**, established in CARLO POERIO 39, MILAN 20129, ITALY,

**UMWELTBUNDESAMT GMBH**, established in SPITTELAUER LANDE 5, WIEN 1090, AUSTRIA,

**XI'AN JIAOTONG UNIVERSITY**, established in WEST XIANNING ROAD, XI'AN 71049, CHINA

hereinafter, jointly or individually, referred to as: "Consortium or Disclosing Party".



2. The members of the Advisory Board (AB) to the CLEVER Cities project, hereinafter referred to as: "AB-member or Recipient"; For convenience and clarity each AB-member is listed hereunder:

Name	Organisation	Contact
Stefanie Lindenberg	EIB	s.lindenberg@eib.org
Ben Wheeler	University of Exeter	b.w.wheeler@exeter.ac.uk
Chris Raymond	SLU	christopher.raymond@slu.se
Yoshi Itchikawa	Hitachi	yoshiaki.ichikawa.rb@hitachi.com
Nadine Kuhla von Bergmann	TU Berlin	nadine@creativeclimatecities.or
Ina Schieferdecker	Fraunhofer	ina.schieferdecker@fokus.fraunhofer.de
(...)		

WHEREAS:

- the Consortium executed Grant Agreement N° 776604 with the European Commission for the project entitled “**CLEVER Cities – Co-designing Locally tailored Ecological solutions for Value added, socially inclusive Regeneration in Cities**” or “**CLEVER Cities**” funded under the European Union’s Horizon 2020 research and innovation programme H2020-SCC-NBS-2stage-2017 under grant agreement No 776604, hereinafter referred to as the “Project”,
- the Consortium concluded amongst them a Consortium Agreement;
- the Consortium and the AB-member have agreed that the AB-member will operate as a member of the Advisory Board for the Project;
- The members of the AB are innovation leaders in their respective fields. The AB will provide guidance and critical, constructive feedback as well as – if requested – technical expertise to Coordinator and SG, and contribute to the dissemination and exploitation of project results at a strategic level. It will meet annually at the ACAs and be updated by the Secretariat on a quarterly basis. AB views and expertise will ensure the validity of the ongoing project work as well as relevance, adequacy and outreach of results (i.e. CLEVER Solutions Basket, CLEVER Cities Guidance, enhanced NBS evidence base);
- AB members are invited to join the Plenary Meetings, in particular the Annual CLEVER Assembly (ACA);
- Each member of the AB shall enter into a Non-Disclosure Agreement before any confidential information will be disclosed by the Consortium for and in connection with the Purpose;



WHEREBY IT IS AGREED AS FOLLOWS:

1.1 "Confidential Information" means all information relating to the Project or the Purpose that has been or will be disclosed by or on behalf of Consortium ("Disclosing Party") to the other Party (the "Recipient"), directly or indirectly, in whatever form, including (without limitation) any data, reports, analyses, specifications, techniques, processes, technical information, ideas, know-how, trade secrets, patents, patent applications and inventions (whether or not patentable), drawings, designs and computer software, and which is, or which should reasonably be expected to be, of a confidential nature;

1.2 The Recipient hereby undertakes:

- not to use Confidential Information otherwise than for the purpose as mentioned above;
- not to disclose Confidential Information to any third party 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 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.

1.3 The Recipient shall be responsible for the fulfilment 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.

1.4 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 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 confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- 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;



- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure.

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

1.6 If the Recipient 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 proportionate instructions to protect the confidentiality of the information.

1.7 The confidentiality obligations under this Agreement shall not prevent the communication of Confidential Information to the EC.

1.8 It is understood that no patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information shall not result in any obligation to grant the Recipient or any other party whatsoever any rights therein and/or in results from the Project.

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

1.9 The Disclosing Party gives no warranties of any kind under this Agreement. Any Information exchanged under this Agreement, is provided "AS IS". The Disclosing Party shall not be liable for any use to which the Recipient puts the Confidential Information.

1.10 This Agreement shall be effective as from 01 June 2018 (start date of the **CLEVER Cities** Project) or the first date the Recipient receives or has received any Confidential Information from the Consortium, whichever is earlier. The obligations of secrecy last until 5 (five) years after the end of the **CLEVER Cities** project.

1.11 This Agreement shall be construed in accordance with and governed by the laws of Germany.



1.12 Any dispute, controversy or claim arising under, out of or relating to this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Hamburg unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Hamburg unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

If the parties does not find an agreement in case of dispute the courts of Hamburg should have exclusive jurisdiction.

1.13 The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by Parties of this Agreement.

Except for the purposes of corporate merger, reorganisation or reconstitution, this Agreement and the rights and obligations hereunder may not be assigned by any Party, without the prior written consent of the other Party, which approval shall not be unreasonably withheld or delayed.

In the event of invalidity of any provision of this Agreement, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement and further agree to substitute a valid provision for the invalid one in accordance with the relevant legislation.

1.14 This agreement and any amendments may be signed in one or more counterparts, each of which shall be deemed an original. Facsimile or pdf image signatures shall be treated as original signatures and shall be binding upon the Parties.



FREIE UND HANSESTADT HAMBURG (FHH)

On behalf of the Consortium

Signature \_\_\_\_\_

Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

GREATER LONDON AUTHORITY

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

having its registered office at:

THE QUEEN S WALK CITY HALL,  
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KINGDOM



FREIE UND HANSESTADT HAMBURG (FHH)

On behalf of the Consortium

Signature \_\_\_\_\_

Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

COMMUNE DI MILANO

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Name \_\_\_\_\_

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Date \_\_\_\_\_

having its registered office at:

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ITALY



FREIE UND HANSESTADT HAMBURG (FHH)

On behalf of the Consortium

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Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

BELGRADE CITY ADMINISTRATION

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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having its registered office at:

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FREIE UND HANSESTADT HAMBURG (FHH)

On behalf of the Consortium

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Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

DIMOS LARISEON

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IONOS DRAGOUMI 1, LARISSA 412  
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FREIE UND HANSESTADT HAMBURG (FHH)

On behalf of the Consortium

Signature \_\_\_\_\_

Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

AYUNTAMIENTO DE MADRID

Signature \_\_\_\_\_

Name \_\_\_\_\_

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Date \_\_\_\_\_

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FREIE UND HANSESTADT HAMBURG (FHH)

On behalf of the Consortium

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Name Uwe Ram

Title Executive Director International Cooperation,

Date \_\_\_\_\_

MALMO STAD

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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200 42, SWEDEN



FREIE UND HANSESTADT HAMBURG (FHH)

On behalf of the Consortium

Signature \_\_\_\_\_

Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

MUNICIPIUL SFANTU GHEORGHE

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

having its registered office at:

STR 1 DECEMBRIE 1918 2  
JUDETUL COVASNA, SFANTU  
GHEORGHE 520008, ROMANIA



FREIE UND HANSESTADT HAMBURG (FHH)

On behalf of the Consortium

Signature \_\_\_\_\_

Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

FONDO AMBIENTAL

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

having its registered office at:

RIO COCA E6 – 85 E ISLA  
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ECUADOR



FREIE UND HANSESTADT HAMBURG (FHH)  
ELIANTE ONLUS

On behalf of the Consortium

Signature \_\_\_\_\_

Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

SOCIETA COOPERATIVA SOCIALE

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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FREIE UND HANSESTADT HAMBURG (FHH)  
MILANO

On behalf of the Consortium

Signature \_\_\_\_\_

Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

FONDAZIONE POLITECNICO DI

Signature \_\_\_\_\_

Name \_\_\_\_\_

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Date \_\_\_\_\_

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FREIE UND HANSESTADT HAMBURG (FHH)

On behalf of the Consortium

Signature \_\_\_\_\_

Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

GROUNDWORK LONDON

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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FREIE UND HANSESTADT HAMBURG (FHH)    STEG STADTERNEUERUNGS- UND  
STADTENTWICKLUNGSGESELLSCHAFT HAMBURG MBH

On behalf of the Consortium

Signature\_\_\_\_\_

Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

having its registered office at:

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20357, GERMANY



FREIE UND HANSESTADT HAMBURG (FHH)

WWF ITALIA

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Signature \_\_\_\_\_

Signature \_\_\_\_\_

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URBAN STUDIES

On behalf of the Consortium

Signature \_\_\_\_\_

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Date \_\_\_\_\_

CENTRE FOR EXPERIMENTS IN

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MEDIULUI COVASNA

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AGENTIA PENTRU PROTECTIA

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FREIE UND HANSESTADT HAMBURG (FHH)

On behalf of the Consortium

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Name Uwe Ram

Title Executive Director International Cooperation

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THE YOUNG FOUNDATION

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Name Uwe Ram

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FREIE UND HANSESTADT HAMBURG (FHH)

On behalf of the Consortium

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Name Uwe Ram

Title Executive Director International Cooperation

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FREIE UND HANSESTADT HAMBURG (FHH)

On behalf of the Consortium

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Name Uwe Ram

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FREIE UND HANSESTADT HAMBURG (FHH)  
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On behalf of the Consortium

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Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

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FREIE UND HANSESTADT HAMBURG (FHH)  
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On behalf of the Consortium

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Date \_\_\_\_\_

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Title \_\_\_\_\_

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FREIE UND HANSESTADT HAMBURG (FHH)  
HAMBURG-HARBURG

On behalf of the Consortium

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Date \_\_\_\_\_

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FREIE UND HANSESTADT HAMBURG (FHH)  
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On behalf of the Consortium

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Date \_\_\_\_\_

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FREIE UND HANSESTADT HAMBURG (FHH)

On behalf of the Consortium

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Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

UNIVERSITÄTSKLINIKUM ESSEN

Signature \_\_\_\_\_

Name \_\_\_\_\_

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Date \_\_\_\_\_

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45147, GERMANY



FREIE UND HANSESTADT HAMBURG (FHH)    EUROPEAN BUSINESS &  
INNOVATION CENTRE NETWORK, established in ,

On behalf of the Consortium

Signature\_\_\_\_\_

Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

having its registered office at:

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FREIE UND HANSESTADT HAMBURG (FHH)  
GMBH

On behalf of the Consortium

Signature \_\_\_\_\_

Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

ICLEI EUROPEAN SECRETARIAT

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

having its registered office at:

LEOPOLDRING 3, 79098 FREIBURG,  
GERMANY



FREIE UND HANSESTADT HAMBURG (FHH)  
FOR SUSTAINABILITY E.V.

On behalf of the Consortium

Signature \_\_\_\_\_

Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

ICLEI – LOCAL GOVERNMENTS

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

having its registered office at:

KAISER FRIEDRICHSTRASSE 7,  
BONN 53113, GERMANY



FREIE UND HANSESTADT HAMBURG (FHH)

On behalf of the Consortium

Signature \_\_\_\_\_

Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

AMBIENTE ITALIA S.R.L.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

having its registered office at:

CARLO POERIO 39, MILAN 20129,  
ITALY



FREIE UND HANSESTADT HAMBURG (FHH)

On behalf of the Consortium

Signature \_\_\_\_\_

Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

UMWELTBUNDESAMT GMBH

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

having its registered office at:

SPITTELAUER LANDE 5, WIEN 1090,  
AUSTRIA



FREIE UND HANSESTADT HAMBURG (FHH)

On behalf of the Consortium

Signature \_\_\_\_\_

Name Uwe Ram

Title Executive Director International Cooperation

Date \_\_\_\_\_

XI'AN JIAOTONG UNIVERSITY

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

having its registered office at:

WEST XIANNING ROAD, XI'AN  
71049, CHINA



## Attachment 1: Accession document

ACCESSION

of a new Party to

**CLEVER Cities Non-Disclosure Agreement for Advisory Board Members,**

Version 1, 26.04.2018

[OFFICIAL NAME OF THE NEW PARTY]

hereby consents to become a Party to the Non-Disclosure Agreement identified above and accepts all the rights and obligations of a Party starting [date].

**FREIE UND HANSESTADT HAMBURG (FHH)**

hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the Advisory Board starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

FHH

[INSERT NAME OF THE NEW PARTY]

On behalf of the Consortium

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

having its registered office at:

\_\_\_\_\_  
\_\_\_\_\_