

CONSORTIUM AGREEMENT
IN THE FRAMEWORK OF THE PROGRAMME “Responsible Innovation.
Designing for public values in a digital world.”

IN RELATION TO PROJECT “The Role and Responsibilities of Public Actors in
Distributed Networks. Transparency, Trust and Legitimacy by Design”

AN AGREEMENT made between

1. Tilburg University¹

having its office at Warandelaan 2, Postbus 90153, 5000 LE Tilburg, The Netherlands,
hereinafter referred to as “TiU”;

(hereinafter referred to as the “Knowledge Institute”)

And

2. Ledger Leopard B.V.

having its office at Fred. Roeskestraat 115, 1076 EE Amsterdam, The Netherlands,
As of April 1, 2020: Plantage Middenlaan 62, 1018 DH Amsterdam, The Netherlands
hereinafter referred to as “Ledger Leopard”;

3. CMS Derks Star Busmann N.V.

having its office at Atrium / Parnassusweg 737, Postbus 94700, 1090 GS Amsterdam, The Netherlands,
hereinafter referred to as “CMS”;

4. ECP. Platform voor de InformatieSamenleving (Platform for the Information Society)

having its office at Postbus 262, 2260 AG Leidschendam, The Netherlands,
hereinafter referred to as “ECP”;

5. Dutch Blockchain Coalition (DBC), legally represented by ECP

having its office at Postbus 262, 2260 AG Leidschendam, The Netherlands,
hereinafter referred to as “DBC”;

¹ Tilburg University ensues from Stichting Katholieke Universiteit Brabant.

6. Berenschot B.V.

having its office at Europalaan 40, 3526 KS Utrecht, The Netherlands,
hereinafter referred to as “Berenschot”;

7. Privacy First

having its office at Keizersgracht 127, 1015 CJ Amsterdam,
hereinafter referred to as “Privacy First”;

8. Smals VZW

having its office at Fosnylaan 20, 1060 Brussel, Belgium, hereinafter referred to as “Smals”;

9. Centraal Justitieel Incassobureau (CJIB - Central Judicial Collection Agency, Ministry of Justice and Security)

having its office at Postbus 1794, 8901 CB Leeuwarden, The Netherlands, hereinafter referred to as “CJIB”;

10. Vereniging van Nederlandse Gemeenten (VNG) (Association of Dutch Municipalities)

having its office at Nassaulaan 12, 2514 JS Den Haag, The Netherlands, hereinafter referred to as “VNG”;

11. Municipality Tilburg

having its office at Postbus 90155, 5000 LH Tilburg, The Netherlands, hereinafter referred to as “Municipality Tilburg”;

12. Blockchain Projects Dutch Government (blockchainprojects.nl),

having its office at Hart Nibbrigkade 120, 2597 XZ Den Haag, The Netherlands, hereinafter referred to as “Blockchain Projects”;

13. Vereniging Juridische Kwaliteitszorg lokaal bestuur (VJK) (Association for Legal Quality Assurance local government)

having its office at Stadhuisplein 1, 2311 EJ Leiden, The Netherlands,
hereinafter referred to as “VJK”;

(together hereinafter referred to as the “Private Partners”)

All parties hereinafter together and individually to be referred to as “Parties” respectively “Party”.

RECITALS

Knowledge Institute has submitted to the NWO Dutch Research Council

1. A Project description entitled "The Role and Responsibilities of Public Actors in Distributed Networks. Transparency, Trust and Legitimacy by Design", under the NWO Call "Responsible Innovation. Designing for public values in a digital world."
2. The Executive Board of NWO has awarded a Grant to the Knowledge Institute based on the Project Description. The Project Description together with the Grant letter is attached to this Agreement as **Appendix 1**. The Grant is subject to the "NWO Grant Rules 2017" (**Appendix 2**).
3. As part of the Grant conditions, the Project shall receive the first payment of the Grant only after the signing of an agreement between the Private Partners and the Knowledge Institute, in which they agree, amongst other things, on intellectual property and publication arrangements.
4. The Parties wish to cooperate under the terms and conditions of this Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

Article 1 – Definitions

The following expressions shall have the meanings specified.

- 1.1 **“Access Right(s)”**
means licenses and rights to use Result(s) and/or Background under the terms and conditions set out in this Agreement.
- 1.2 **“Affiliate”**
in relation to a Private Partner shall mean any other company which is directly or indirectly (i) owned or controlled by that Party; (ii) owning or controlling that Party; or (iii) owned or controlled by the legal entity owning or controlling that Party, but any such legal entity shall only be considered an Affiliate for as long as such ownership or control exists. For the purpose of this definition, an entity is controlled if more than 50% (fifty per cent) of its voting stock is owned by the controlling entity or if such controlling entity has the ability to direct the business activities of the entity or to appoint the majority of the directors of the entity concerned.
- 1.3 **“Agreement”**
This consortium agreement, including its annexes, concluded between the Parties, the signing of which is a prerequisite to start the Project.
- 1.4 **“Authorized Representative”**
Authorized Representative means a director, officer, employee or consultant of the Receiving Party and/or an Affiliate thereof who has a “need to know” the Disclosing Party’s Confidential Information with respect to achieving the goals of the Project.
- 1.5 **“Allocated Work”**
Allocated Work means the research and/or the related activities, in the form of In-Kind Contribution, allocated to each Party in accordance with the Project Description.
- 1.6 **“Background Information”**
Background Information means any information, techniques, know-how, data, software and materials regardless of the form or medium in which they are disclosed or stored – including the relevant Intellectual Property Right – that are owned by a Party prior to the commencement of the Project and that are provided by one Party to (one of) the other Parties for use in the Project whether before or after the Effective Date.
- 1.7 **“Executive Board of NWO”**
Executive Board of the Dutch Research Council, or its lawful successor.
- 1.8 **“Commercial Use”**
Direct and/or indirect use of the Results aimed at generating income, such as by the sale of products or services incorporating the Results.
- 1.9 **“Effective Date”**
The official starting date of the project: 1 June 2020.
- 1.10 **“Funding Conditions”**
Funding Conditions mean the NWO Grant Rules 2017 and other term and conditions that are stated applicable in the Call for Proposals February 2019 “Responsible innovation, Designing for public values in a digital world.” and the Grant.

- 1.11 “Grant”
The Grant awarded to the Project by the NWO decision of December 2, 2019 (MVI.19.040), set forth in **Appendix 1b** to this Agreement.
- 1.12 “In-Kind Contribution”
The contribution provided by the Private Partners to the Project in-kind including, but not limited to contributions in the form of man hours, materials and (use of) equipment, as set forth in **Appendix 4** to this Agreement.
- 1.13 “Intellectual Property Right”
Intellectual Property Right means all intellectual property rights conferred by law, such as patent, trade name, trademark, copyright, database right, plant variety right, and design right. This definition is wider than the definition of IP right in the NWO Grant Rules 2019, as Intellectual Property Right includes copyright.
- 1.14 “Principal Investigator”
The Principal Investigator is Dr. J. Goossens.
- 1.15 “Project”
The research to be executed by the Knowledge Institute(s) and the Private Partners as described in the Project Description and as approved by the Executive Board of NWO.
- 1.16 “Project Budget”
The entire budget consisting of the Grant and In-Kind Contributions as specified in **Appendix 1a**.
- 1.17 “Project Description”
Description of the research to be executed in the Project as set forth in **Appendix 1a** to this Agreement.
- 1.18 “Project End Date”
The ultimate date on which Project activities can be executed.
- 1.19 “Parties” or “Party”
The Knowledge Institute(s) and the Private Partners (i.e. both ‘private’ and ‘public’ legal entities) jointly or each of these individually.
- 1.20 “Result(s)”
All results, including but not limited to data, information, materials, conclusions and findings generated by the Parties in carrying out activities under the Project, and all Intellectual Property Rights pertaining thereto.
- 1.21 “Term”
Term shall have the meaning ascribed to it in Article 8.2.

Article 2 – Scope, purpose and cooperation under this Agreement

- 2.1 The subject of this Agreement is to specify, with respect to the Project, the organization of the work between the Parties, to organize the management of the Project, and to define rights and obligations of the Parties. Each Party is responsible to carry out its Allocated Work on the terms set out herein and complete the Allocated Work within the effective period of this Agreement.
- 2.2 Parties’ cooperation under the Project shall be subject to the Funding Conditions and to the terms and conditions of this Agreement. In the event the provisions of this Agreement contravene with the Funding Conditions, the Funding Conditions shall prevail over this Agreement, unless explicitly otherwise stipulated in the Agreement.

- 2.3 The Project will be performed in accordance with the principles of the Netherlands Code of Conduct for Research Integrity 2018. No use shall be made of the possibility stipulated in Norm 12b of Article 3.2.

The Parties undertake action to use reasonable endeavors to supply promptly to the Knowledge Institute all such information or documents as the Knowledge Institute and Principal Investigator needs to fulfill its obligations pursuant to the NWO Grant Rules 2017 and/or pursuant to this Agreement. A Party undertakes action to use reasonable endeavors to notify the other Parties promptly of any significant delay in performance likely to affect the success of the Project.

Article 3 – Funding

- 3.1 A Private Partner making an In-Kind Contribution, as approved by NWO and as set forth in **Appendix 1**, said Private Partner shall account for this In-Kind Contribution as set forth in **Appendix 1**. If a Private Partner fails to account in such a way for (a part of) the In-Kind Contribution, (that part of) the In-Kind Contribution will be deemed not to have taken place and the Private Partner shall instead pay a financial contribution equal to this (part of) the In-Kind Contribution.
- 3.2 Knowledge Institute shall receive payment of the Grant to the Project only after the Effective Date and after it has provided a completed starting form (Startformulier, see granting letter (**Appendix 1.b**)) (the intended official starting date is 1 June 2020). The Grant can only be used for costs made after the Effective Date by the Knowledge Institute.

Article 4 – Project Organisation, Management and Progress Monitoring

- 4.1 The Principal Investigator² is responsible for the scientific quality. The Principal Investigator coordinates and manages the Project and represents the Parties to the (Executive Board of) NWO Funding Body. The Principal Investigator is entitled to delegate the tasks and functions to qualified staff members under his direction and supervision. Upon request of the Principal Investigator the Parties shall without undue delay submit all project results, reports, accounting documentation and other documents that the Principal Investigator is required to fulfill toward to the (Executive Board of) NWO.
- 4.2 The milestones and deliverables of the Project, that shall be used for Project monitoring, are included in **Appendix 3**.

To ensure the research is anchored in society a valorisation panel has been compiled, as mentioned in the Project description (Appendix 1a: 2m. Members of the valorisation panel, pp. 26-29) and remains involved in the project throughout its duration. The panel has the task of contributing its knowledge and expertise and confronting researchers with knowledge, policy and practice, so that they can incorporate it in the project. It is a supporting role in (further) articulating the research questions, executing the valorisation plan, reporting on the research, and disseminating and communicating about the research results. The panel consists of the one representative per consortium partner and of other relevant stakeholders, which are listed in the Project Description. Each consortium partners also appoints a replacement. The Principal Investigator shall organize and conduct the valorisation panel meetings according to the valorisation time table (2k) specified in the Project Description (Appendix 1.a.)

² The 'principal investigator' is the 'project leader' as defined in article 1.2.1 of the NWO Grant Rules 2017 (Appendix 2).

- 4.3 The Parties shall adhere to any further (binding) instructions given to the Principal Investigator by NWO, in accordance with the provisions of the “NWO Grant Rules 2017” (**Appendix 2**), of substantive or financial nature concerning the execution of the Project.
- 4.4 In case the start or the progress of the Project is delayed due to non-scientific reasons, e.g., long-term absence of personnel assigned on the Project or absence of appropriate supervision, or due to a Party not complying with the “NWO Grant Rules 2017” (**Appendix 2**), the Knowledge Institute shall discuss all possible solutions with NWO, upon which the decision on the continuation of the Project shall be taken by NWO.

In case NWO decides not to continue the project this agreement will be terminated with immediate effect vis-à-vis all Parties, notwithstanding the provisions of Article 8.4.

Article 5 – Background, Access Rights, Results and Intellectual Property Rights

Background

- 5.1 **Ownership**
Each Party will remain the owner and will retain control of its Background.
- 5.2 **Access Rights to Background for implementation of the Project**
Insofar as a Party is free to do so, each Party grants the other Party Access Rights to use its Background to the extent needed for carrying out the Project work allocated to the recipient Party under the Project Plan on a royalty-free, non-exclusive basis. No Party may grant any sub-license to use the other Party's Background, without a prior written permission of that Party.
- 5.3 **Access Rights for Commercial Use**
If a Party needs Access Rights to Background for the Commercial Use of its own Result(s), the other Party may grant that Party Access Rights to such Background on market terms and conditions as applicable in the relevant (international) market to be further determined in good faith at that time and insofar a Party is free to do so. The grant of such Access Rights will be valid only as and when it is the subject of a formal written agreement between the Parties. For the avoidance of doubt, a Party is not obliged to grant such Access Rights to its Background, but shall not unreasonably withhold the granting of such Access Rights. A Party may not grant any sub-license to use another Party's Background without a prior written permission of that Party.

Result(s)

- 5.4 **Ownership**
Result(s) shall be the property of the Party whose employees, researchers, research fellows, students, or individuals equivalent to those persons make the inventive step, or the creative step (in case of non-patent Intellectual Property), carrying out the work generating that Result(s).
- 5.5 **Joint Ownership:**
Joint Result(s) shall be the property of both Parties in proportion to each Party's intellectual contribution, in case both Parties' employees, researchers, research fellows, students or individuals equivalent to those persons have jointly generated that joint Result(s). Where their respective contributions to the generation of the joint Result(s) cannot be ascertained, such joint Result(s) shall be owned by the Parties in equal shares.

The Parties shall then establish a written separate joint ownership agreement regarding the allocation of ownership and terms of exercising, protecting, the division of related costs and exploiting such jointly owned Result(s) on a case by case basis. The Parties

shall use their best efforts to conclude such agreement within a six month period as from the date of the generation of such Result(s).

In the event that the Parties fail to enter into a joint ownership agreement within the time period set out above and subject to the subsequent entry into such joint ownership agreement by the Parties, each Party shall be entitled to use the jointly owned Result(s) and to grant non-exclusive licenses on the jointly owned Result(s) to third parties, without any right to sub-license, subject to the following conditions:

- at least 45 days prior notice must be given to the other Party; and
- fair and reasonable compensation must be provided to the other Party, unless otherwise agreed upon in writing between the Parties; and
- granting of Access Rights to third parties does not unfairly prejudice the other Party's rights in the Result(s).

Notwithstanding the foregoing, prior notice and fair and reasonable compensation does not have to be provided to the other Party in the event joint Result(s) is used (or Access Rights granted) for research, teaching purposes, provided such Access Rights shall at all times be granted on a royalty-free basis.

The Parties shall agree on all protection measures – if any – and the division of related cost – if any – in advance.

- 5.6 Access Rights for implementation of the Project
Each Party shall have Access Rights at no charge to any Result(s) needed for implementing its work under the Project.
- 5.7 Access Rights for non-commercial internal use
Each Party shall have Access Rights at no charge to any Result(s) that is to be used for internal educational and/or research purposes. These Access Rights cannot be sub-licensed to third parties.
- 5.8 Access Rights for Commercial Use
If a Party needs Access Rights to Result(s) for the Commercial Use of its Result(s), the other Party may grant that Party Access Rights on market terms and conditions as applicable in the relevant (international) market to be further determined in good faith at that time and insofar a Party is free to do so. The grant of such Access Rights will be valid only as and when it is the subject of a formal written agreement between the Parties. For the avoidance of doubt, a Party is not obliged to grant such Access Rights to its Result(s), but shall not unreasonably withhold the granting of such Access Rights.

Article 6 – Confidentiality

- 6.1 The Parties must treat all information, including company-sensitive information, which the Parties provide to each other in writing, orally or on a data carrier or otherwise in the context of performing this Agreement, and which is clearly indicated as “confidential” (“Confidential Information”) as such.
- 6.2 All Confidential Information which the Parties provide to each other in the context of executing this Project must be treated as such by the receiving Party, and not copied, reproduced or disclosed or provided to third parties without prior, written permission from the providing Party. The receiving Party must use the Confidential Information only for the performance of this Agreement.
- 6.3 The duty of secrecy shall apply during the term of the agreement and for a period of 5 years after the agreement ends. The obligation to keep Confidential Information secret will not apply or will no longer apply if:

- 1) the Confidential Information becomes generally known outside the actions of the receiving Party and without any duty of secrecy being violated;
- 2) the Confidential Information was already in the possession of the receiving Party at the time of receipt and is not subject to any (other) duty of secrecy;
- 3) the receiving Party also receives the Confidential Information from an independent information source and it is not subject to any (other) duty of secrecy;
- 4) the receiving Party has developed the Confidential Information independently;
- 5) the receiving Party is required to disclose the Confidential Information under the laws or regulations applicable to that Party, pursuant to a ruling of a competent authority or in the event of an investigation into alleged research misconduct.

Article 7 – Publication and publicity

- 7.1 The Parties shall, throughout the duration of the Project, take appropriate measures to ensure suitable publicity for the Project in order to highlight the NWO financial support. Any notice or publication by the Parties about the Project, including at conferences or seminars, must specify that the research received funding from the Dutch Research Council (NWO) in the framework of the Responsible Innovation (NWO-MVI) programme.

With due observance of article 6, the (employees of the) Knowledge Institute will have the right to publish about the Results in academic and non-academic publications and venues

- 7.2 The Knowledge Institute shall send a copy of a proposed publication in connection with the Project to one or more of the Private parties if these Parties have explicitly contributed In-Kind to the research that is subject of the publication at the earliest time possible. Within 30 days of the notice, the other Party may, by giving written notice (preferably via email) to the Knowledge Institute, request the Knowledge Institute to amend the publication in order to remove any of its Background that is Confidential Information for the duration of the confidentiality obligation. Within the period of 30 days, the other Party may also make a reasonable request to the Knowledge Institute to delay the proposed publication (never exceeding 90 days after the date of first submission to the other Party) in order to enable the other Party to take steps to protect its Confidential Information and/or Intellectual Property Right. If no objection is made within the time limit stated above, the publication is permitted. Such a specific In-Kind Contribution to a published publication shall be named and accredited in the publication in accordance with academic custom.
- 7.3 The Knowledge Institute shall publish the Result(s) and make the Results available in Open Access, in accordance with the Funding Conditions, especially in accordance with art. 4.1.1.2 of the NWO Grant Rules 2017.

Article 8 – Term/Termination

- 8.1 This Agreement shall come into force on the Effective Date.
- 8.2 The Agreement shall remain in force until the date of termination or the date of conclusion of the Project (“the Term”) through a Grant closure decision, *i.e.* until the final settlement of the Grant by NWO.
- 8.3 This Agreement may be terminated with respect to a Party prior to the termination due to Article 8.2, in the event of:
- 8.3.1 bankruptcy or a moratorium of payments (for more than 90 days) or entering into debt rescheduling arrangement of a Party, immediately upon the occurrence of the

relevant event and the Party's contribution cannot be taken over by one of the other Parties or the necessary finances to do so are not available; or

8.3.2 a Party's continuing failure to perform its obligations under this Agreement after being requested by a notice in writing to do so within a term of two months.

- 8.4 Rights and obligations under this Agreement which pursuant to their nature shall survive this Agreement, including but not limited to the obligation by a Private Partner to contribute non-delivered In kind contributions as set forth in Article 3.1, remain in force after termination or expiration of this Agreement as set forth in this Article 8, while the rights and obligations pursuant to Articles 6, 7 and 10 shall expire five (5) years after the end date of this Agreement.
- 8.5 Each Party terminating this Agreement before the conclusion of the Project will immediately cease all use of Background Information of another Party, as described in Article 5, and is bound to keep its own Background Information to be available for use by all Parties during the Project Term.

Article 9 - Governing Law & Dispute Resolution

- 9.1 This Agreement and the relationship hereunder between the Parties shall be exclusively interpreted in accordance with and governed by the laws of the Netherlands.
- 9.2 The Parties shall endeavour to settle amicably any and all disputes regarding or stemming from this Agreement. If an amicable solution cannot be reached, the disputes shall be brought exclusively before the court with jurisdiction in the District of Zeeland-West Brabant, except to the extent that mandatory rules of competent jurisdiction prevent this..

Article 10 – Warranties / Limitation of Liability

- 10.1 Each Party contributing Background Information warrants that, to the best knowledge of contributing Party it has provided the Background Information as set forth in Article 5.1 correct and complete, however, on the basis of "as-is", without any warranty in that respect.
- 10.2 No Party accepts any liability or responsibility for any use by the other Party of any advice, information and/or materials (including Result(s) and Background) provided by it to the other Party pursuant to this Agreement, nor for any reliance which may be placed by that other Party on any Background or Result(s), nor for advice or information given in connection with any Background or Result(s).
- Each Party shall be solely liable for any loss, damage or injury to third parties directly resulting from the performance of the said Party's obligations by it or on its behalf under this Agreement or from its use of Result(s) or Background.
- 10.3 The Parties disclaim any implicit or explicit warranty.
- 10.4 Except in case of gross negligence, or wilful misconduct, the maximum aggregate liability of a Party shall be equal to its share in the overall Project Budget and in any event not exceeding the amount of 40.000 euro. Furthermore, none of the Parties shall be liable for any indirect damage.

Article 11 – Amendments

This Agreement may not be amended, modified or terminated orally; no provision of this Agreement may be waived orally; and no amendment, modification, or waiver of any of the provisions hereof shall be binding unless in writing and signed by all Parties.

Article 12 – Waivers

The Parties each agree that the waiver by any Party of a provision or of a particular breach by one or more of the other Parties of any obligation, or the failure of a Party at any particular time to exercise any of its rights herein provided, shall not be deemed to constitute a waiver of any other provision or subsequent breach or to prejudice the exercise in future of any right.

Article 13 – Severability

If any covenant, obligation or term hereunder or the application of any part of this Agreement to any person, party or circumstance shall, to any extent, be illegal, invalid or unenforceable, the remainder of this Agreement or the application of such covenants, agreements or obligations other than those which are held to be invalid or unenforceable shall not be affected thereby; and each covenant, obligation and agreement contained herein shall be separately valid and enforceable to the full extent permitted by law. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering into this Agreement may be realized.

Article 14 – Force Majeure

None of the Parties will be responsible for delays resulting from causes beyond the reasonable control of such Party, including, without limitation, fire, explosion, flood, war, strike or riot; provided that the nonperforming Party uses its reasonable efforts to avoid or remove such causes of non-performance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

Article 15 – Notices

All notices, requests, demands and other communications to be given in accordance with this Agreement shall be given in writing and shall be given by prepaid registered mail, receipt return requested, or by email, return receipt or read receipt requested, to the relevant other Parties at the addresses mentioned in **Appendix 5** or at such other address as a Party may have previously indicated to the other Parties in writing in conformity with the foregoing. Any such notice, request, demand or other communication shall be deemed to have been received on the seventh (7th) business day following the date of its mailing if sent by registered mail, or the next business day immediately following the date of transmission if sent by email.

Article 16 – Assignment

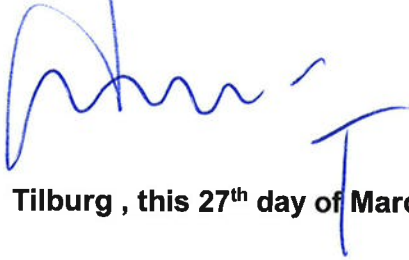
The Parties shall not assign this Agreement or any part thereof without the prior written consent of the other Parties; provided, however, that a Party may assign this Agreement without such consent but with notification of the other Parties in connection with the transfer or sale of substantially its entire business to which this Agreement pertains (or in the event of its merger or consolidation with another company). No assignment shall relieve any Party of responsibility for the performance of any accrued obligation which such Party then has hereunder.

AS WITNESS WHEREOF,

1. Tilburg University:

Name: Prof.dr. K.M. Becking

Jobtitle: President of the Executive Board



Tilburg , this 27th day of March, 2020

2. Ledger Leopard B.V.

Name: Olivier Rikken

Jobtitle: CEO



Amsterdam, this 25th.....day of March, 2020

3. CMS Derks Star Busmann N.V.

Name: K. van Kranenburg-Hanspian

Job title: Partner, Attorney-at-law



Kranenburg - Hanspian

Amsterdam, this 24th day of March, 2020

4. ECP. Platform voor de InformatieSamenleving (Platform for the Information Society)

Name: Mr. A.J.M. van Bellen

Jobtitle: Director



.....24....., this Tues.....day of March, 2020

5. Dutch Blockchain Coalition (DBC), legally represented by ECP

Name: René Monténarie

Jobtitle: Director Operations ECP



Ren. Monténarie, this *25th*.....day of March, 2020

Name: Peter Verkoulen

Jobtitle: Coalition Manager Dutch Blockchain Coalition



Schimmert, this *26th*.....day of March, 2020

6. Berenschot B.V.

Name: Drs. Floris Bannink

Jobtitle: Managing Director


A handwritten signature in blue ink, consisting of a stylized 'F' followed by a long horizontal stroke that ends in a small loop.

Utrecht, this 24th day of March, 2020

7. Privacy First

Name: Paul M.H. Korremans

Jobtitle: Board member

A handwritten signature in black ink, appearing to read 'Paul M.H. Korremans', written over a horizontal line.

Schooel....., this24.....day of March, 2020

8. Smals VZW



Stefan Vanhoof
Managing Director Klanten & Resources
S: www.smals.be
A: Forssnylstan 23, 1359 Brussels

Stefan
Vanhoof
(Signature)

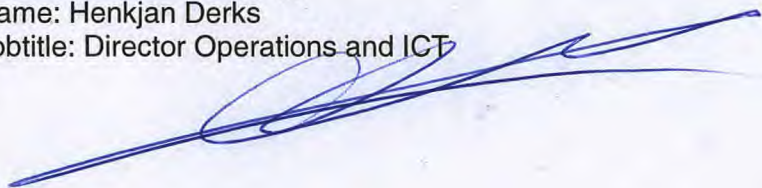
Digitally signed by
Stefan Vanhoof
(Signature)
Date: 2020.03.26
15:04:22 +01'00'

....., thisday of March, 2020

9. Centraal Justitieel Incassobureau (CJIB - Central Judicial Collection Agency, Ministry of Justice and Security)

Name: Henkjan Derks

Jobtitle: Director Operations and ICT

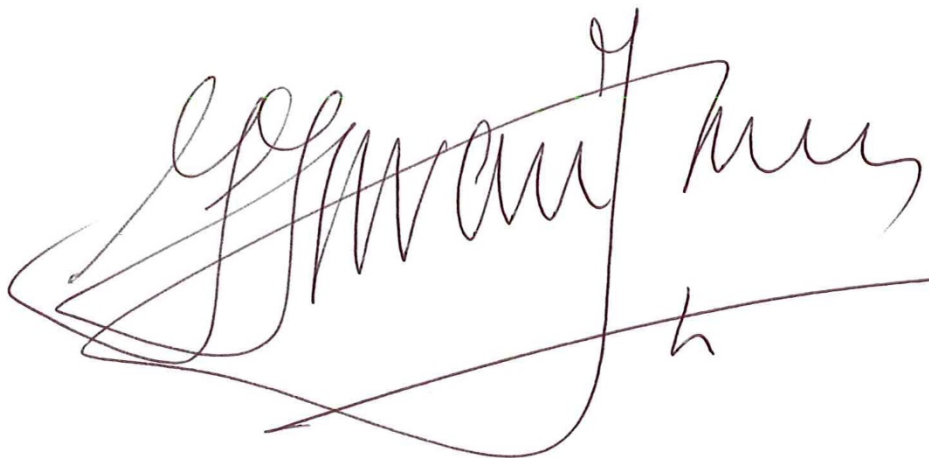


Leenwardo-24/3day of March, 2020

10. Vereniging van Nederlandse Gemeenten (VNG) (Association of Dutch Municipalities)

Name: Dhr. Jan van Zanen

Jobtitle: Chairman VNG

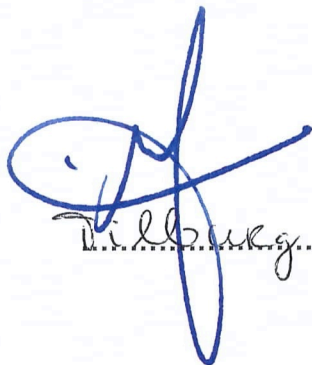
A handwritten signature in dark ink, appearing to read 'Jan van Zanen', with a large, sweeping flourish underneath.

...Den Haag....., this27.....day of March, 2020

11. Municipality Tilburg

Name: M.J.M. Meijs

Jobtitle: Town Clerk

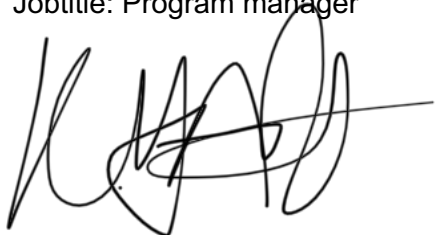
A handwritten signature in blue ink, appearing to be 'M.J.M. Meijs', written over the printed name.

Tilburg, this25.....day of March, 2020

12. Blockchain Projects Dutch Government (blockchainprojects.nl)

Name: Koen Hartog

Jobtitle: Program manager

A handwritten signature in black ink, appearing to be 'Koen Hartog', written over a dotted line.

.....**Den Haag**....., this**26th**.....day of **March**, 2020

13. Vereniging Juridische Kwaliteitszorg lokaal bestuur (VJK) (Association for Legal Quality Assurance local government)

Name: John Olivier

Jobtitle: Chairman

A handwritten signature in black ink, appearing to be 'John Olivier', written in a cursive style.

.....Leiden....., this24..... day of March, 2020

APPENDICES TO THIS AGREEMENT

APPENDIX 1 – Project Description, Project Budgets and Private Partners' Contribution

APPENDIX 2 – 'NWO Grant Rules 2017' (in Dutch, and translation in English)

APPENDIX 3 – Milestones and Deliverables

APPENDIX 4 – In-Kind Contributions

APPENDIX 5 – Addresses for Notification (art. 15)

APPENDIX 1 Project Description, Project Budgets and Private Partner Contributions

NWO project number: MVI.19.040

Project title: *The Role and Responsibilities of Public Actors in Distributed Networks. Transparency, Trust and Legitimacy by Design*

Principal Investigator and Project Manager: *Dr. Jurgen Goossens (Tilburg University)*

Project Description: attached as Appendix 1.a

Grant letter of NWO to this Project (dd. 02-12-2019, corr.nr. 2019/SGW/0078324s): copy attached as Appendix 1.b

Grant to this Project a total of €750.000 (seven hundred and fifty thousand EURO)

Total cash budget (i.e. Grant): €750.000 (seven hundred and fifty thousand EURO)

Total Project Budget (i.e. total cash budget plus In-Kind Contributions): €1.027.950 (one million twenty seven thousand nine hundred and fifty EURO).

Private Partners to this Project and their Contribution to the Project budget

Name Private Partner	In kind/cash	Amount
Ledger Leopard BV	In kind	€ 43.200
Platform voor de Informatie Samenleving	In kind	€ 20.000
Dutch Blockchain Coalition	In kind	€ 23.000
Municipality of Tilburg	In kind	€ 10.800
Smals	In kind	€ 13.500
Blockchain Projects	In kind	€ 16.200
Berenschot	In kind	€ 28.350
Centraal Justitieel Incassobureau (CJIB)	In kind	€ 32.400
Vereniging van Nederlandse Gemeenten (VNG)	In kind	€ 35.900
CMS	In kind	€ 32.400
Vereniging Juridische Kwaliteitszorg lokaal bestuur (VJK)	In kind	€ 15.300
Privacy First	In kind	€ 6.900

Total in kind contribution: €277.950

APPENDIX 1.a Project description



Research Proposal

APPENDIX 1.b Grant Letter



NW 1900 Subsidie
aankomstbeschikking

APPENDIX 2 – ‘NWO Grant Rules 2017’ (in Dutch, and translation in English)

NWO Subsidieregeling 2017



STAATSCOURANT

Officiële uitgave van het Koninkrijk der Nederlanden sinds 1814.

Nr. 25491

9 mei
2017

Subsidieregeling 2017, Nederlandse Organisatie voor Wetenschappelijk Onderzoek

1 mei 2017

De raad van bestuur van de Nederlandse Organisatie voor Wetenschappelijk Onderzoek;
gelet op artikel 6, vierde lid, van de Wet op de Nederlandse Organisatie voor Wetenschappelijk
Onderzoek;
gelet op artikel 2.2, eerste lid, onder e, van het Bestuursreglement NWO 2017;
besluit de volgende regeling vast te stellen:

NWO Grant Rules 2017

Netherlands Organisation for Scientific Research

The Executive Board of the Netherlands Organisation for Scientific Research;

*having regard to section 6(4) of the Netherlands Organisation for Scientific Research Act (Wet op
de Nederlandse Organisatie voor Wetenschappelijk Onderzoek);*

having regard to Rule 2.2(1)(e) of the NWO Executive Board Rules 2017;

hereby adopts the following rules:

NWO Grant Rules 2017

1 May 2017

APPENDIX 3 - Milestones, Deliverables

A note on the definition of Milestones and Deliverables:

- Deliverables are tangible end points (papers, prototypes, project meetings, periodic reports and post-project commercialisation plans).
- Milestones are recognisable critical steps toward the accomplishment of a deliverable.
- Deliverables may therefore be milestones but not all milestones are a deliverable.

Objectives

As the milestones and deliverables relate to the objectives (see also section 8 of the full project proposal), the objectives are listed in this appendix.

Project Objectives	
Number	Description
WP1	Philosophy of Technology – Science and Technology Studies (STS) Work Package 1 Implementing blockchain in the government-citizen relation is not merely a matter of doing things more efficiently, it fundamentally impacts the way in which citizens and public actors perceive each other and the values underpinning their interactions. WP1 investigates how values change due to blockchain applications mediating the relation of public actors and citizens and how this mediation shapes trust.
WP2	Legal Work Package 2 WP2 identifies and analyses the role and legal responsibilities of actors exercising public authority through blockchain applications in light of the existing legal rules and case law. In close collaboration with WP1 and WP3, WP2 addresses the urgent need to produce knowledge for public actors how to ensure trust and transparency in order to legitimately exercise public authority when using distributed technologies that facilitate automated processes and decision-making.
WP3	Technical Work Package 3 It is the aim to demonstrate the possibility of a self-sovereign identity system for the exchange of documents and administrative decisions. Secondly and most importantly, it is the aim to diminish complexity and improve transparency of the 'black box' by writing understandable smart contracts through using artificial intelligence, more specifically natural language processing (NLP). It is the explicit aim of WP3 to set up a fruitful interaction between the construction level and context level to ensure that the experiences and values of end-users/citizens are taken into account. There will be regular input of WP1 and WP2.

Milestones

Project Milestones				
Milestone [#]	Description	Relates to objective	Due month *	Responsible partner
M1.1	Conducting interviews for two case studies	1 (and 2)	June 2022	Keymolen, postdoc and Taylor

[#] Number format = objective number.milestone number
^{*} Counted from the actual start date of the project

Deliverables

Project Deliverables				
Scientific deliverable [#]	Description	Relates to objective	Due month *	Responsible partner
D1.1	International peer-reviewed article	1	June 2021	Postdoc and Keymolen
D1.2	Two international peer-reviewed articles based on the case studies	1	June 2023	Postdoc and Keymolen
D1.3	International synthesizing article to be submitted	1	June 2024	Postdoc and Keymolen
D2.1	One national and one international article	2	June 2021	PhD and Goossens
D2.2	One national and one international article	2	June 2023	PhD and Goossens
D2.3	One national article and one PhD thesis	2	June 2024	PhD and Goossens
D3.1	One international article demonstrating a self-sovereign identity management system based on Role Based Access Control	3	June 2021	Tamburri and Butijn
D3.2	One international article demonstrating a natural language processing method for smart contracts	3	June 2023	Tamburri and Butijn

D4.1	International conference and edited volume with international publisher	1,2	June 2022	Goossens and Keymolen
D4.2	International workshop on public values and blockchain	1,2	June 2023	Keymolen
D4.3	Interdisciplinary, international scientific article	1,2	June 2024	Goossens and Keymolen
<i>Valorisation deliverable[#]</i>	<i>Description</i>	<i>Relates to objective</i>	<i>Due month *</i>	<i>Responsible partner</i>
D4.1	Annual public lecture/event	1,2	Every year	Goossens and Keymolen
D4.2	Case-study meetings 'Financial Emergency break'	1,2	August 2021, December 2021, April 2022, October 2022, May 2023	CJIB, Ledger Leopard, CMS, Berenschot, Smals, VNG, Blockchain Projects
D4.3	Case-study meetings 'Subsidies'	1,2	September 2021, January 2022, May 2022, November 2022, June 2023	DBC, Ledger Leopard, Berenschot, Smals, VNG, Blockchain Projects
D4.4	External stakeholders meeting	1,2	September 2020	ECP
D4.5	Expert meeting local public stakeholders	1,2	November 2020	VNG
D4.6	Contribution to ECP conference	1,2	November 2021	ECP, Keymolen, Goossens
D4.7	Organization of international conference at Tilburg	1,2	December 2022	Goossens and Keymolen
D4.8	Best practice seminar for municipal legal staff on legal quality assurance and distributed technologies (hosted by VJK)	1,2	June 2023	VJK, Goossens, Keymolen
D4.9	White paper on blockchain design criteria to guarantee transparency, trust and legitimacy (co-branded with Dutch Blockchain Coalition)	1,2	October 2021	DBC, Goossens, Keymolen
D4.10	Teach the Teacher module 'transparency, trust and legitimacy by design' (hosted by Dutch Blockchain Coalition)	1,2	November 2023	DBC, Goossens and Keymolen
D4.11	Blockchain Impact Assessment (with ECP)	1,2	December 2023	ECP, Goossens, Keymolen
D4.12	Policy brief on 'The role and responsibilities of municipalities in distributed networks' and future oriented policy agenda to safeguard public values when using distributed, data-driven technologies (both co-branded with VNG)	1,2	March 2024	VNG, Goossens, Keymolen
D4.13	Training/masterclass on 'The role and responsibilities of municipalities in distributed networks' for mayors, aldermen, councilors and civil servants	1,2	May 2024	VNG, Goossens and Keymolen
D4.14	Final presentation of research results to an audience of stakeholders hosted by ECP	1,2	June 2024	ECP, Goossens, Keymolen
[#] Number format = objective number.deliverable number; number 4 = joint deliverable				
* Counted from the actual start date of the project				

APPENDIX 4 - In-Kind Contributions

The following In-Kind Contributions have been made explicit (in Dutch) in the respective letters of commitment:

Ledger Leopard BV	Inzet technische expertise [o.a. met betrekking tot de case studies] en deelname aan projectmeetings
Platform voor de Informatie Samenleving	Organisatie van een bijeenkomst/expert meeting voor publieke en private stakeholders in de beginfase van het project om input te krijgen Organisatie van een seminar om onderzoeksresultaten te verspreiden en bespreken Vorbereiding van en deelname aan projectmeetings en netwerkbijeenkomsten Verspreiding output project via nieuwsbrieven en website
Dutch Blockchain Coalition	Organisatie van een Teach the teacher sessie Organisatie van 2 bijeenkomsten (expert meeting in de beginfase van het project om input te krijgen en seminar om onderzoeksresultaten te verspreiden en bespreken) Grafische opmaak, taalkundige correctie ter verspreiding voor breder publiek en effectieve verspreiding van een co-branded white paper Vorbereiding van en deelname aan projectmeetings en netwerkbijeenkomsten
Municipality of Tilburg	Praktische input leveren inzake blockchaintoepassingen door lokale overheden en network governance
Smals	Terbeschikkingstelling van ICT expertise, vooral inzake cryptografie en blockchain, en deelname aan projectmeetings
Blockchain Projects	Op reguliere basis expertise ter beschikking stellen en input geven inzake blockchaintoepassingen door de Nederlandse overheid, inclusief de CJIB use case 'financial emergency brake' en de subsidies use case; de onderzoeksresultaten van het project verspreiden naar relevante stakeholders, vooral overheden
Berenschot	Input geven inzake blockchaintoepassingen door overheden, inclusief subsidies use case en CJIB schuldhulpverlening use case
Centraal Justitieel Incassobureau (CJIB)	Het leveren van praktische input en kennis, deelname aan interviews en projectmeetings, inzake de CJIB use case 'financial emergency brake' die als case study is opgenomen in het NWO-MVI voorstel, zowel inzake de stappen die reeds in de use case zijn gezet als inzake de verdere implementatie en valorisatie (inclusief de geplande uitrol op gemeentelijk niveau)
Vereniging van Nederlandse Gemeenten (VNG)	Terbeschikkingstelling expertise op basis van voorbereiding van en deelname aan projectbijeenkomsten door de Thorbecke leerstoelhouder (momenteel Prof. Geerten Boogaard – Universiteit Leiden) Terbeschikkingstelling expertise en netwerk via Roxane Daniels (manager en teamleider Publieke Waarden van de Informatiesamenleving) of een andere VNG collega: Organisatie expert meeting in eerste jaar van project Grafische en taalkundige opmaak en verspreiding van een co-branded white paper/beleidsvisiedocument inzake 'De rol en verantwoordelijkheden van gemeenten in gedistribueerde netwerken: transparantie, vertrouwen en legitimiteit by design.' en organisatie seminar Verspreiding tussentijdse onderzoeksresultaten project onder de VNG-leden Ontwikkeling van training/masterclass inzake 'De rol en verantwoordelijkheden van gemeenten in gedistribueerde netwerken: transparantie, vertrouwen en legitimiteit by design' voor burgemeesters, wethouders, raadsleden en ambtenaren
CMS	Op reguliere basis juridische expertise en input geven uit de praktijk inzake blockchaintoepassingen door overheden, inclusief de CJIB use case 'financial emergency brake' waar CMS bij betrokken is
Vereniging Juridische Kwaliteitszorg lokaal bestuur (VJK)	Deelname aan projectbijeenkomsten, terbeschikkingstelling juridische expertise en netwerk Verspreiding tussentijdse onderzoeksresultaten van het project onder de VJK-leden en organisatie van een seminar die good practices aanreikt aan gemeentjuristen inzake juridische kwaliteitszorg bij inzet van gedistribueerde technologieën en network governance
Privacy First	Organisatie van een seminar over resultaten inzake privacy gerelateerd aan het project Input geven inzake privacy-aspecten

APPENDIX 5 – Addresses for Notification (art. 16)

Tilburg University

Tilburg Law School, Department of Public Law & Governance
Warandelaan 2
Postbus 90153
5000 LE Tilburg, The Netherlands
E-mail: j.goossens@uvt.nl
Attention: Dr. Jurgen Goossens

Ledger Leopard B.V.

Fred. Roeskestraat 115
1076 EE Amsterdam, The Netherlands
Per 1/04/2020:
Plantage Middenlaan 62,
1018 DH Amsterdam, The Netherlands
email: Olivier.rikken@ledgerleopard.com
Attention: Olivier Rikken

CMS Derks Star Busmann N.V.

Atrium / Parnassusweg 737
Postbus 94700
1090 GS Amsterdam, The Netherlands
email: katja.vankranenburg@cms-dsb.com
Attention: Mr. Katja van Kranenburg-Hanspians

Platform voor de InformatieSamenleving (ECP)

Postbus 262
2260 AG Leidschendam, The Netherlands
email: Rene.Montenarie@ecp.nl
Attention: René Montenarie

Dutch Blockchain Coalition (DBC)

Postbus 262
2260 AG Leidschendam, The Netherlands
email: peter.verkoulouen@dutchblockchaincoalition.org
Attention: Peter Verkoulouen

Berenschot B.V.

Europalaan 40
3526 KS Utrecht, The Netherlands
email: f.bannink@berenschot.nl
Attention: Drs. Floris Bannink

Privacy First

Keizersgracht 127
1015 CJ Amsterdam, The Netherlands
email: vincent@privacyfirst.nl
Attention: Vincent Böhre

Smals VZW

Fosnylaan 20
1060 Brussel, Belgium
Email: kristof.verslype@smals.be
Attention: Kristof Verslype

Centraal Justitiele Incassobureau (CJIB)

Postbus 1794
8901 CB Leeuwarden, The Netherlands
email: M.Boonstra@cjib.nl
Attention: Marjolein Boonstra

Vereniging van Nederlandse Gemeenten (VNG)

Nassaulaan 12
2514 JS Den Haag, The Netherlands
email: Roxane.Daniels@VNG.nl
Attention: Roxane Daniels

Municipality Tilburg

Postbus 90155
5000 LH Tilburg, The Netherlands
email: martin.van.bers@tilburg.nl
Attention: Martin Van Bers

Blockchain Projects Dutch Government

Hart Nibbrigkade 120
2597 XZ Den Haag, The Netherlands
email: koen@datascienceinitiative.eu / marloespomp@gmail.com
Attention: Koen Hartog / Marloes Pomp

Vereniging Juridische Kwaliteitszorg lokaal bestuur (VJK) (Association for Legal Quality Assurance local government)

Stadhuisplein 1
2311 EJ Leiden, The Netherlands
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Attention: John Olivier