General Agreement

version 1.1, 1 June 2023

This English version of the General Agreement is a translation of the original in the Dutch language and for information purposes only. In case of a discrepancy, the Dutch original prevails. This General Agreement version 1.1 might be modified in the future to enhance its effectiveness if so decided by the DMI-community.

Whereas:

I. Companies, knowledge institutions and governments convinced of the need to collectively accomplish Dutch Metropolitan Innovations (DMI-ecosystem);

II. The objective of this DMI-ecosystem is to grasp - together and digitally supported - sustainable solutions relating notably to urban densification, mobility, liveability, energy and nature;

III. The DMI-ecosystem, and the public and private parties participating therein, is aimed on realising robust business cases as well as solving societal challenges to strengthen the sustainable earning capacity of the Netherlands under shared rules of engagement and agreements with equal opportunities for all;

IV. Every Participant may engage within the DMI-ecosystem as long as it acts in accordance with this DMI-ecosystem General Agreement;

V. Each Participant retains their own responsibility and autonomy in its own actions.

Article 1 Terminology

Some terms are capitalised in this General Agreement. Those terms shall have the following meaning:

Accession:	legal act which results in a prospective Participant who has expressed a desire to join the DMI-ecosystem becoming a Participant.
Commons:	the products, services and/or data provided in the context of the DMI- ecosystem under the conditions laid down in in Article 7.

Contractual Obligations:	obligations entered into by a Participant with another Participant within the DMI-ecosystem which must be fulfilled in all cases before Withdrawal is possible.
Data files:	machine-readable files.
DMI-ecosystem:	the cooperation between Participants with the aim of realizing sustainable solutions, digitally supported, relating notably to the themes of urban densification, mobility, liveability, energy and the environment.
Eco-council:	the highest decision-making body consisting of one (1) representative from each Participant, which makes decisions on the governance of the DMI ecosystem, taking into account the need to ensure continuity and growth.
General Provisions:	the technical components necessary for a functioning DMI-ecosystem, including IT applications and IT infrastructure for the establishment, financial settlement and recording of (automatically checked for compliance with laws and regulations) data usage between Participants, as well as monitoring compliance with the General Agreement.
Participant:	any legal or natural entity that has joined the DMI-ecosystem.
Participant fee:	the annual costs a Participant must pay for participating in the DMI ecosystem.
Products and Services Catalogue:	online overview of supply and demand from all Participants of products, services, data files and resources as well as knowledge and related conditions.
Removal:	The expulsion of a Participant on the basis of a decision to that effect by the Eco-Council.
Termination:	unilateral legal act in which a Participant declares its intention to withdraw from the DM- ecosystem.
General Agreement:	the conditions for participation described in this document.

Withdrawal: The result of Termination coming into effect.

Article 2 Accession and Withdrawal DMI-ecosystem

2.1 Accession to the DMI-ecosystem occurs by:

a) the completion and electronic submission of a lawfully signed accession form on the DMI-ecosystem website in which the prospective Participant declares that it will act in accordance with the General Agreement and subsequent verification to ensure that there are no legal obstacles under European or Dutch laws and regulations;

b) payment of the Participant fee. Only after processing the payable Participant fee does the aspirant become a full Participant and is thus granted access to the DMI ecosystem.

The minimum term for participation in the DMI ecosystem is two (2) years.
The Participant fee is annual and must be paid in advance.
The amounts listed below shall be annually indexed starting January 1, 2025 by CBS Statistics Netherlands price index category 62.
In Q4 2027, rates for the Participant fee(s) will be refreshed by the Eco-council.

There is no Participant fee applicable in 2023, starting 2024 up to and including 2027 it amounts per calendar year (including VAT) to:

private entities	
(a) small*:	2,500
(b) other:	7,500
public entities	10,000
knowledge institutions and research institutes	
(c) small*:	2,500
(d) other:	5,000

*) To be assessed at the beginning of each calendar year upon payment of Participant fee on the basis of evidence submitted (SME test RVO).

Entities that have become Participants without also being awarded an innovation assignment from I&W pay no Participant fee during the first 12 months after their Accession. After said period, they shall pay the prorated Participant fee applicable for that present calendar year. Thereafter - just like all other Participants - the annual Participant fee needs to be paid for the period January 1, until December 31.

2.2 Participation in the DMI-ecosystem compels a Participant to:

a) the use of the General Provisions for all transactions between Participants;
b) making Commons available to all Participants in accordance with the Euro value established for the relevant calendar year;
c) using DMI-ecosystem logos and referring to the participation in the DMI-ecosystem;
d) act to secure that the interests of the DMI-ecosystem are not impaired.

2.3 Participation in the DMI-ecosystem authorizes:
a) representation in the Eco-council;
b) participation in working groups and plenary meetings;
c) the use of the Products and Services Catalogue for publication of offered and requested products, services, knowledge, databases and -resources;
d) usage of DMI-clubhouse facilities;
e) usage of DMI ecosystem logos;
f) Citations of participation in joint external communication on the DMI-ecosystem.

2.4 Termination of participation in the DMI-ecosystem must be done no later than two months before the end of a calendar year. Termination shall be done by completing and electronically submitting a lawfully signed form on the DMI-ecosystem website. A Participant is not allowed to terminate if ongoing contractual obligations within the DMI-ecosystem to other Participant(s) is or have not yet been completed or supplementary agreements between involved Participants apply.

2.5 The consequences of Withdrawal and Removal are:

a) The General Provisions may not be used anymore;
b) no longer having to make Commons available;
c) no longer being able to use the Commons offered in the DMI-ecosystem;
d) the obligation to pay future Participant fees expires with effect from the calendar year following the Withdrawal;
e) the right to participate in and access to meetings, information and communications is forfeited;
f) all other rights mentioned in article 2 paragraph 3 cease.

Compliance to laws and regulations;

3.1 Each Participant in the DMI-ecosystem is compelled at all times to fully comply with all laws and regulations applicable in the Netherlands, including but not limited to, the GDPR and all European Commission regulations. In all circumstances, Participant guarantees that data storage and/or data processing shall take place within the European Economic Area (EEA).

Article 4 Acting in line with objectives of national policy and SDGA

4.1 Each Participant aims - when (participating in and) realising solutions within the DMI-

ecosystem - to act accordingly to the objectives in the national policies of the Netherlands towards 2030 and beyond, as well as the United Nations Sustainable Development Goals (SDGA), also relating notably to urban densification, mobility, energy and nature.

Article 5 Rules of conduct Participants

5.1 As a result of robust dialogue within the DMI-ecosystem arrangements are made which sustainable solutions are necessary and how they can be realised.

5.2 Within the DMI-ecosystem, the aim is to create a level playing field between Participants while respecting each other's ambitions, which can be both economic and social (sustainable).

5.3 Within the DMI ecosystem, Participants shall act according to the following applicable principles:

a) "privacy by design";
b) "security by design";
c) "ethics by design";
d) "federated data sharing";
e) "data sovereignty";
f) reciprocity.

5.4 Publication in the Products and Services Catalogue must be accompanied by the correct relevant quality classification as specified in the General Provisions and the commercial and legal terms and conditions applicable.

5.5 Each Participant in the DMI-ecosystem shall l contribute to the collective development and sharing of knowledge.

5.6 Intellectual Property

If products and services have been developed within the DMI-ecosystem and conjointly funded by IenW and/or participating authorities, then all Participants in the DMI-ecosystem shall be granted, subject to the provisions of Article 2.5, a non-transferable right to use any intellectual property that may arise, free of charge. The user is not allowed to use that right of use outside the DMI-ecosystem. The intellectual property remains, notwithstanding Article 24 ARVODI 2018, vested at the Participant who developed it. Said Participant can use this intellectual property commercially at its own discretion outside the DMI-ecosystem. The right of usage free of charge expires 2 years after Withdrawal of said Participant.

Article 6 Governance

6.1 Each Participant has one (1) vote in the Eco-council.

6.2 Decision-making is primarily aimed at sustainable enhancement of the DMI-ecosystem.

Steering - including preparatory consultations - takes place at the following 2 levels**:**

a) a strategic level (in the Eco-council), focusing on goals, impacts, strategies and choices that affect the entire DMI-ecosystem (not limited to data and technology) (effectively: 'are we doing the right things');
b) an operational level (in the management consultations), which focuses on decisions regarding the technology for data exchange, management, agreements and compliance (effectively: 'are we doing these things well enough').

In addition thereto is a Standardisation Committee (SC) whose purpose is to guarantee transparency in decision-making on standards, ensure publication of standards, ensure conformity with international standardisation and supervises compliance by the Participants of the General Agreement.

6.3 There shall be an executive board comprising up to five (5) representatives who shall prepare all issues relevant to governance for decision-making by the Eco-Council. The executive board shall be appointed for one (1) year at a time with the assent of the Eco Council.

6.4 Voting ratio
In the Eco-Council, decisions are made on the basis of a simple majority (50% + 1 vote). For the following decisions, IenW can use a veto, including on behalf of other governments:
1) a decision for Removal of a Participant from the DMI-ecosystem or block Accession into the Ecosystem if there is undesirable market disruption or exclusion of new Participants on improper reasons;
2) decisions that threaten the survival of the DMI-ecosystem or conflict with the NGF main goals;
3) decisions that lead to political, social, or ethical conflicts;
4) decisions that affect the financing and functionalities and quality of the General Agreement and/or General
5) Provisions.

If IenW uses a veto, such a decision will be accompanied by a rationale.

Article 7 Commons

7.1 Products, services and data within the DMI-ecosystem to a large extent publicly funded, should be available free of charge to Participants and are not Commons. Costs that arise as a consequence of the actual usage of these products, services and data may, however, be charged to the applicable Participant(s).

7.2 Each Participant must annually, amounting to the Euro value to be determined by the Eco-council make its own products, services and/or data (usage) available to each of the other Participants as Commons, correspondingly to the same annual Euro value each Participant is entitled to purchase products, services and/or data usage as Commons from each of the other Participants.

7.3 For 2023, the fixed Euro value for the Commons for each Participant is Euro 2,500 (including VAT) on annual basis. This Euro value must be directly traceable to the commercial value of the

products, services and/or data (use) offered as Commons in the Products and Services Catalogue.

7.4 Delivery and usage of Commons should always pertain to regular products, services and data (use) designated as Commons and included in the Products and Services Catalogue. Handling of their delivery and usage should always be done through the General Provisions.

7.5 Delivery of products, services and data (usage) as Commons must always be free of charge for the delivering Participant.

7.6 In order to keep the costs of data (usage) as low as possible for knowledge institutions and research institutes, are all Participants compelled to offer the data (usage) as Commons, i.e. free of charge. If the distribution and/or processing of that data comes with endeavours s, the reasonable costs thereof may be charged to the recipient. The knowledge accumulated by these knowledge institutes and research institutions partly through this data provided as Commons should always be made available by them to all Participants free of charge.

7.7 All Euro value of Commons not purchased ceases at the end of each calendar year.

7.8 A Participant who joined after 1 January of a calendar year has, during that calendar year, the obligation to deliver a pro rata Euro value in Commons to all other Participants and is correspondingly entitled to purchase pro rata Euro value of Commons from all other Participants.

7.9 The costs involved in using the General Provisions for the benefit of a transaction under the Commons, shall be borne by the Participant that acquires, even in the event of of usage as described in 7.6.

7.10 Agreement on acquisition and delivery as Commons is a bilateral transaction between relevant Participants.

7.11 If delivery or acquisition as Commons may lead to a breach of privacy or usage agreements, sufficient measures must be taken by the offering Participant (e.g. data aggregation) so that usage is possible, and the acquiring Participant has sufficient surety regarding GDPR compliance.

7.12 Use of data for an application that violates (i) laws and regulations, (ii) the use permission obtained from the individual to whom the data relates, or (iii) the holder of the data, is never allowed, not even as Commons.

7.13 Inspection and usage of products, services and data as Commons is always on a 'non-commercial use only' basis. Additional usage restrictions to comply with Article 3.1 may be applicable.

7.14 Inspection and usage of products, services and data (use) as Commons shall be monitored and published within the log function of the General Provisions within the DMI-ecosystem.

7.15 Submission as Commons should never concern data that has already been published as "open data" (whether or not at distribution cost).

7.16 Submission as a Commons may never concern data for which there is already a legal obligation to publish and/or use under European or national laws and regulations (such as RTTI and the

ITS-Directive).

Article 8 Modification of the General Agreement

8.**1** Based on progressing, the executive board will present an annual proposal if and where this General Agreement needs adjustment.

8.2 If, in the opinion of a Participant, such an adjustment is not desirable, this will be discussed in the Eco-Council. If a Participant continues to object after a decision of the Eco-Council against is said Participant entitled to exercise its right to Withdrawal observing the stipulated notice period.

Article 9 Dispute resolution

9.**1** All disputes arising from (alleged) non-fulfilment of the obligations arising from this General Agreement will be - in the first instance - submitted to the Eco-Council.

9.2 This General Agreement is exclusively governed by the laws of the Netherlands.

End of DMI-ecosystem General Agreement version 1.1, 1 June 2023