



Project Title:

## Innovative compact HYbrid electrical/thermal storage systems for low energy BUILDings

Project Acronym:

**HYBUILD**

**Grant Agreement N°: 768824**

**Collaborative Project**

## Deliverable Report

Deliverable number:

**D7.6**

Deliverable title:

## Stakeholder advisory board description of tasks and composition

<b>Related task:</b>	7.5
<b>Lead beneficiary:</b>	R2M
<b>Authors and institutions:</b>	R2M – Régis Decorme, Thomas Messervey
<b>Due date:</b>	M12 – 30 September 2018

### DISSEMINATION LEVEL

PU	Public, fully open, e.g. web	X
CO	Confidential, restricted under conditions set out in Model Grant Agreement	
CI	Classified, information as referred to in Commission Decision 2001/844/EC.	



European  
Commission

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## Publishable executive summary

HYBUILD is an EU Horizon 2020-funded project, led by COMSA Corporación, which will develop two innovative compact hybrid electrical/thermal storage systems for stand-alone and district connected buildings.

The HYBUILD Stakeholder Advisory Board (SHAB) is a group of external experts which will be involved throughout the project in order to provide guidance and strategic advices for the progress of the research conducted in the project.

Five experts have been suggested by HYBUILD project partners based on their expertise (thermal energy storage, smart grids, energy efficient buildings, among others) and relevant connected activities: together they form the HYBUILD SHAB.

In addition to receiving regular updates through the project communication channels (e.g. HYBUILD website, FlipBoard online magazine, Twitter channel, etc.) and being invited to the various dissemination and/or communication events organized by HYBUILD (in particular dissemination workshops with sister-projects), the SHAB members will be invited to 3 dedicated online meetings at M13, M24, and M48.

In these online meetings, HYBUILD project partners will present an overall update of the progress of the project and focus on a few specific technical aspects where the SHAB expert feedback would be valuable. The format of these events will be 1 hour of presentation followed by 1 hour of discussion to gather feedback from the experts.

## Acronyms and Abbreviations

<b>AA</b>	Acronyms and Abbreviations
<b>CA</b>	Consortium Agreement
<b>CTeam</b>	Coordination Team
<b>EC</b>	European Commission
<b>EU</b>	European Union
<b>GA</b>	Grant Agreement
<b>GB</b>	General Board
<b>IP</b>	Intellectual Property
<b>NDA</b>	Non-disclosure Agreement
<b>PC</b>	Project Coordinator
<b>SHAB</b>	Stakeholder Advisory Board

## **1. Introduction**

### **1.1 Aims and objectives**

This deliverable presents the HYBUILD Stakeholder Advisory Board (SHAB) composition, a description of its role and planned involvement throughout the project.

### **1.2 Relations to other activities in the project**

As the SHAB will provide guidance and strategic advices for the progress of the research conducted in the project, it is therefore related to all activities within the project. An efficient communication flow between the project partners and the members of the Management Board (MB) and the Stakeholder Advisory Board (SHAB) will be ensured in Work Package 9 (Project coordination).

### **1.3 Report structure**

Chapter 2 presents the HYBUILD SHAB and its role. Chapter 3 introduces the five experts profiles (organization, short bio, and their expertise relevant to HYBUILD). Chapter 4 explains how HYBUILD will interact with the experts along the project. Chapter 5 concludes the report.

### **1.4 Contributions of partners**

R2M as WP7 leader is the main editor of this report. All partners were invited to suggest relevant experts for the HYBUILD SHAB.

## 2 Presentation of the SHAB

The HYBUILD Stakeholder Advisory Board (SHAB) is a group of external experts which will be involved throughout the project in order to provide guidance and strategic advices for the progress of the research conducted in the project. SHAB members have been suggested by HYBUILD project partners based on their expertise and relevant connected activities.

A pre-check has been conducted by R2M to make sure there is no conflict of interest between the experts and HYBUILD partners. A Non-Disclosure Agreement (NDA - see **Annex 1**) is currently being signed between HYBUILD partners and experts to make sure that the background and foreground from the HYBUILD project will be protected.

## 3 Composition of the SHAB

The SHAB is composed of five experts. A proof of their commitment to participate is provided in **Annex 2** (Letters of acceptance from SHAB members).

### 3.1 Expert 1 – Wim van Helden

Dr. Wim van Helden	
<b>Organisation</b>	AEE - <a href="http://www.aee.at">www.aee.at</a> – Institute for Sustainable Technologies - is a non-university research institute and one of the leading institutes in the field of applied research on the three thematic focal points of thermal energy technologies and hybrid systems, building and renovation as well as industrial processes and energy systems.
<b>Expert suggested by</b>	UDL
<b>Short bio and relevant expertise for HYBUILD</b>	<ul style="list-style-type: none"> <li>• Expert in thermal energy storage and solar thermal technologies.</li> <li>• Coordinator of national and international R&amp;D projects.</li> <li>• Prime contributor to international R&amp;D programming in thermal energy storage</li> </ul> Wim van Helden is the coordinator of the sister project CREATE <sup>1</sup> .
<b>Comment</b>	UDL – the HYBUILD technical coordinator (Prof. Luisa F. Cabeza) is already in the board of the CREATE project and she signed an NDA with its partners.
 LinkedIn	<a href="https://www.linkedin.com/in/wim-van-helden-1548923">https://www.linkedin.com/in/wim-van-helden-1548923</a>

### 3.2 Expert 2 – Christophe Hoegaerts

Christophe Hoegaerts	
<b>Organisation</b>	TNO - <a href="http://www.tno.nl">www.tno.nl</a> – the Netherlands Organisation for applied scientific research TNO, was founded by law in 1932 to enable business and government to apply knowledge.
<b>Expert suggested by</b>	UDL
<b>Short bio and relevant expertise for HYBUILD</b>	<ul style="list-style-type: none"> <li>• Project Manager at the Department of Energy and Comfort Systems.</li> </ul>

<sup>1</sup> CREATE Project: <http://www.createproject.eu>

	<ul style="list-style-type: none"> <li>Leading programmes in the field of thermal energy storage for the built environment.</li> </ul> <p>Christophe Hoegaerts is the coordinator of the sister project SCORES<sup>2</sup>.</p>
<b>Comment</b>	UDL – the HYBUILD technical coordinator (Prof. Luisa F. Cabeza) is already in the board of the SCORES project and she signed an NDA with its partners.
 <b>LinkedIn</b>	<a href="https://www.linkedin.com/in/christophe-hoegaerts-15317a15/">https://www.linkedin.com/in/christophe-hoegaerts-15317a15/</a>

### 3.3 Expert 3 – Davide Garufi

Davide Garufi	
<b>Organisation</b>	<p>Thermovault: startup offering solutions for electric energy services of residential thermal appliances.</p> <p>Essent: Utility company which provides electricity, gas, heat, and energy services to private and business customers in the Netherlands and Belgium. It is primarily involved in the generation, trading, transmission, and supply of electricity.</p>
<b>Expert suggested by</b>	COMSA
<b>Short bio and relevant expertise for HYBUILD</b>	<ul style="list-style-type: none"> <li>Business development expert with experience in the building and energy sectors.</li> <li>Business Project Manager at Essent.</li> <li>Coordinates biannual energy policy events in Brussels.</li> </ul>
<b>Comment</b>	May be of particular interest for the work conducted by Engineering in HYBUILD.
 <b>LinkedIn</b>	<a href="https://www.linkedin.com/in/dgarufi/">https://www.linkedin.com/in/dgarufi/</a>

### 3.4 Expert 4 – Dr. Laura M. Ramirez Elizondo

Dr. Laura M. Ramirez Elizondo	
<b>Organisation</b>	TU Delft, <a href="http://www.ewi.tudelft.nl">www.ewi.tudelft.nl</a> . Delft University of Technology also known as TU Delft, is the largest and oldest Dutch public technological university, located in Delft, Netherlands.
<b>Expert suggested by</b>	CSEM
<b>Short bio and relevant expertise for HYBUILD</b>	<ul style="list-style-type: none"> <li>Assistant professor at the DC Systems, Energy Conversion &amp; Storage group.</li> <li>Currently involved in projects related to the integration of renewable sources, the development and deployment of direct current distribution grids and microgrids.</li> </ul>
<b>Comment</b>	Dr. Laura M. Ramirez Elizondo leads the DCSMART project <sup>3</sup> through which CSEM's IP on DC control was developed

<sup>2</sup> SCORES project: <http://www.scores-project.eu/>

 LinkedIn	<a href="https://www.linkedin.com/in/laura-m-ramirez-elizondo-9348a78">https://www.linkedin.com/in/laura-m-ramirez-elizondo-9348a78</a>
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### 3.5 Expert 5 – Prof. Denis Bruneau

Prof. Denis Bruneau	
<b>Organisation</b>	I2M (UMR CNRS 5295) is a research Institute which includes a large range of topics related to research fields in mechanical engineering on the campus of the University of Bordeaux, France. I2M is part within several projects connected to design the industry of the future, functional materials, sustainable housing or to prevent deterioration of famous historical sites as the cave of Lascaux.
<b>Expert suggested by</b>	NOBATEK
<b>Short bio and relevant expertise for HYBUILD</b>	<ul style="list-style-type: none"> <li>• Expert in Thermal energy storages and radiative thermal cooling and heating productions in buildings, and in Thermal cumfort from buildings scale to urban scale.</li> <li>• Head of GRECCAU Lab (<a href="http://www.bordeaux.archi.fr/recherche/unites-de-recherche/greccau.html">http://www.bordeaux.archi.fr/recherche/unites-de-recherche/greccau.html</a>) in Landscape and Architecture School of Bordeaux. Research Member of I2M.</li> </ul>
<b>Comment</b>	Head of Bordeaux Campus participation in Solar Decathlon 2010 and 2012 in Madrid, Co-organiser of Solar Decathlon 2014 in Versailles, involved in Bordeaux Campus participation team in Solar Decathlon 2018 in Dubai.
 ResearchGate	<a href="https://www.researchgate.net/profile/Denis_Bruneau">https://www.researchgate.net/profile/Denis_Bruneau</a>

## 4 Planned interactions between HYBUILD and its SHAB

SHAB members will interact with the HYBUILD project as follows:

- they will receive regular updates through the project communication channels (e.g. HYBUILD website, FlipBoard online magazine, Twitter channel, etc.);
- they will be invited to the various dissemination and/or communication events organized by HYBUILD (in particular dissemination workshops with sister-projects - see further details in D7.1 – Dissemination and exploitation plan);
- they will be invited to **3 dedicated online SHAB meetings**:
  - at Month 13 (in connection with the HYBUILD General meeting to be held in Messina, 29-30 October);
  - at Month 24;
  - at Month 48.

In the above-mentioned online SHAB meetings, project partners will present an overall update of the progress of the project and focus on a few specific technical aspects where their feedback would be valuable.

The format of these events will be:

- 1 hour of presentation by HYBUILD project partners;

<sup>3</sup> DCSMART project: <http://dcsmart.tudelft.nl>

- followed by 1 hour of discussion to gather feedback from the experts.

Detailed agenda will be prepared prior to each meeting and an appropriate information package will be sent to the experts before the meeting.

## 5 Conclusions

This report presented the HYBUILD Stakeholder Advisory Board (SHAB) composition with the profiles of its five experts, a description of its role and planned involvement throughout the project.

The SHAB will provide guidance and strategic advices for the progress of the research conducted in the project, it will therefore impact all activities within the project. The inputs and contributions of the SHAB will be reported through the periodic reports of the HYBUILD project.

## Annex 1: Non-Disclosure Agreement to be signed with SHAB members

### NON-DISCLOSURE AGREEMENT

1. COMSA CORPORACION DE INFRAESTRUCTURAS SL, a legal entity by public law, duly organised and existing under the laws of Spain and with registered offices at CALLE VIRIATO 47, BARCELONA 08014, Spain, hereinafter referred to as "COMSA" legally represented by Joan Peset Iribarren, acting in full capacity on behalf of COMSA,
2. UNIVERSIDAD DE LLEIDA, a legal entity by public law, duly organised and existing under the laws of Spain and with registered offices at Placa Victor Siurana 1, LLEIDA 25003, Spain, hereinafter referred to as "UdL",
3. CONSIGLIO NAZIONALE DELLE RICERCHE, a legal entity by public law, duly organised and existing under the laws of Italy and with registered offices at PIAZZALE ALDO MORO 7, ROMA 00185, Italy, hereinafter referred to as "CNR",
4. AIT AUSTRIAN INSTITUTE OF TECHNOLOGY GMBH, a legal entity by public law, duly organised and existing under the laws of Austria and with registered offices at DONAU CITY STRASSE 1 TECH GATE VIENNA, WIEN 1220, Austria, hereinafter referred to as "AIT",
5. NOBATEK, a legal entity by public law, duly organised and existing under the laws of France and with registered offices at Rue de Mirambeau 67, Anglet 64600, France, hereinafter referred to as "NOBATEK",
6. CENTRE SUISSE D'ELECTRONIQUE ET DE MICROTECHNIQUE SA - RECHERCHE ET DEVELOPPEMENT, a legal entity by public law, duly organised and existing under the laws of Switzerland and with registered offices at RUE JAQUET DROZ 1, NEUCHATEL 2002, Switzerland, hereinafter referred to as "CSEM",
7. ACCADEMIA EUROPEA DI BOLZANO, a legal entity by public law, duly organised and existing under the laws of Italy and with registered offices at VIALE DRUSO 1, BOLZANO 39100, Italy, hereinafter referred to as "EURAC",
8. FAHRENHEIT AG, a legal entity by public law, duly organised and existing under the laws of Germany and with registered offices at ZSCHERBENER LANDSTRASSE 17, HALLE 06126, Germany, hereinafter referred to as "8. FAHRENHEIT",
9. MIKROMETAL SRO, a legal entity by public law, duly organised and existing under the laws of Czech Republic and with registered offices at UKRAJINSKA 728/2, PRAHA 101 00, Czech Republic, hereinafter referred to as "Mikrometal",
10. SVILUPPO TECNOLOGIE E RICERCA PER L'EDILIZIA SISMICAMENTE SICURA ED ECOSOSTENIBILE SCARL, a legal entity by public law, duly organised and existing under the laws of Italy and with registered offices at VICO II SAN NICOLA ALLA DOGANA 9, NAPOLI 80133, Italy, hereinafter referred to as "STRESS",
11. NATIONAL TECHNICAL UNIVERSITY OF ATHENS - NTUA, a legal entity by public law, duly organised and existing under the laws of Greece and with registered offices at HEROON POLYTECHNIU 9 ZOGRAPHOU CAMPUS, ATHINA 15780, Greece, hereinafter referred to as "NTUA",
12. FRESNEX GMBH, a legal entity by public law, duly organised and existing under the laws of Austria and with registered offices at RICOWEG 1, WIENER NEUDORF 2351, Austria, hereinafter referred to as "FRESNEX",

13. ENGINEERING - INGEGNERIA INFORMATICA SPA, a legal entity by public law, duly organised and existing under the laws of Italy and with registered offices at Via San Martino Della Battaglia 56, ROMA 00185, Italy, hereinafter referred to as "ENG",
14. DAIKIN AIRCONDITIONING HELLAS SA, a legal entity by public law, duly organised and existing under the laws of Greece and with registered offices at AGIOU KONSTANTINOU 50, MAROUSI 15124, Greece, hereinafter referred to as "DAGR",
15. OCHSNER WARMEPUMPEN GMBH, a legal entity by public law, duly organised and existing under the laws of Austria and with registered offices at KRACKOWITZERSTRASSE 4, LINZ 4020, Austria, hereinafter referred to as "OCHSNER",
16. UNIVERSITY OF CYPRUS, a legal entity by public law, duly organised and existing under the laws of Cyprus and with registered offices at KALLIPOLEOS STREET 75, NICOSIA 1678, Cyprus, hereinafter referred to as "UCY",
17. AJUNTAMENT ALMATRET, a legal entity by public law, duly organised and existing under the laws of Spain and with registered offices at CALLE MAJOR 2, ALMATRET 25187, Spain, hereinafter referred to as "Almatret",
18. AKG VERWALTUNGSGESELLSCHAFT MBH, a legal entity by public law, with registered offices at AM HOHLEN WEG 31, HOFGEISMAR 34369, Germany, hereinafter referred to as "AKG",
19. R2M SOLUTION, a legal entity by public law, duly organised and existing under the laws of France and with registered offices at QUARTIER DU BEAUMON LES GALERIES DE BEAUMON, ROQUEFORT LES PINS 06330, France, hereinafter referred to as "R2M",
20. MUNICIPALITY OF AGLANTZIA, a legal entity by public law, duly organised and existing under the laws of Cyprus and with registered offices at AIKATERINIS KORNARO 8, AGLANTZIA LEFKOSIA 2108, Cyprus, hereinafter referred to as "AGLANTZIA",
21. PINK GMBH - ENERGIE- UND SPEICHERTECHNIK, a legal entity by public law, duly organised and existing under the laws of Austria and with registered offices at BAHNHOFSTRASSE 22, LANGENWANG 8665, Austria, hereinafter referred to as "PINK",

Above mentioned parties being beneficiaries of the H2020 HYBUILD project and together referred to as "Consortium Partners" and individually as "Consortium Partner".

**And:**

A Wim van Helden

B Nederlandse Organisatie voor toegepast-natuurwetenschappelijk onderzoek TNO (Netherlands Organisation for applied scientific research TNO), a legal entity by public law (i.e. the TNO-wet), duly organised and existing under the laws of the Netherlands and with registered offices presently at Anna van Buerenplein 1, 2595 DA Den Haag, the Netherlands, hereinafter referred to as TNO, legally represented by Ronald van den Berg, Research Manager Sustainable Processes and Energy Systems acting in full capacity on behalf of the Board of Management of TNO;

C Davide Garufi

D Dr Laura M. Ramirez Elizondo

E Prof. Denis Bruneau

Party A to E including together being members of the Stakeholder Advisory Board (SHAB) of the H2020 HYBUILD project and hereinafter referred to as “Members” and individually as “Member”.

Consortium Partners and Members together hereinafter individually referred to as “Party” and collectively as “Parties”.

A Consortium Partner disclosing Confidential Information as defined in article 1 hereunder is referred to as “Disclosing Party” and a Member receiving Confidential Information hereunder as “Receiving Party”.

**WHEREAS:**

COMSA is involved as coordinator of the HYBUILD project and enters into this non-disclosure agreement with the Members on behalf of the Consortium Partners.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**Article 1 / Disclosure and authorised purpose**

**1.1** The term “Confidential Information” as used herein shall mean any and all information and knowledge disclosed by a Party to the other Parties and concerning the H2020 Project entitled “Innovative compact HYbrid electrical/thermal storage systems for low energy BUILDings — HYBUILD”, with Grant Agreement number 768824, referred hereafter as “HYBUILD” with the exception of information related to ‘thermo-chemical heat battery based on adsorption/desorption of salt-hydrates’.

The Receiving Party shall use the Confidential Information solely for the purpose of being a member of the SHAB of the HYBUILD project.

Hereinafter referred to as the “Authorised Purpose”

**1.2** Confidential Information may relate, but is not limited to proprietary and/or trade secret information, technology, services, finances, personnel or business practices or policies, and may further include information relating to research and development, know-how, inventions, specifications, software and market analyses, research strategies, projections and forecasts. Such information may be provided in (or embedded in):

- Tangible form (including, without limitation, physical or biological samples, specimens or other tangible materials, business and/or financial records, specifications, samples, photographs, drawings, or other documents);
- Intangible form (including, without limitation, oral, human or machine readable disclosures of information).

**1.3** Confidential Information shall only be considered as such when (a) it has been clearly and conspicuously marked as confidential, or (b) the confidential nature has been made known by the Disclosing Party ultimately at the time of disclosure, or (c) due to its character and nature a reasonable person under the circumstances would treat it as confidential. In deviation of the above, in case of oral disclosure the disclosed information must be reduced

in writing by the Disclosing Party and communicated to the Receiving Party within thirty (30) days after first disclosure.

## **Article 2 / Obligations**

- 2.1** Unless the Disclosing Party has given its prior written authorisation, the Receiving Party undertakes to protect the Confidential Information against unauthorised disclosure in the same manner and with at least the same diligence, but not less than a reasonable degree of diligence, as it would use for its own proprietary and confidential information of similar importance.
- 2.2** The Receiving Party shall further keep the number of persons having access to Confidential Information to a minimum. These persons (a) must have a need to know the Disclosing Information in connection with the Parties' relationship and/or discussions, (b) have been advised of the information's confidential status, and (c) are subject to legally binding obligations of confidentiality as to such information no less restrictive than those contained in this Agreement. The Receiving Party shall at all times be fully responsible to the Disclosing Party for the compliance by such persons or their entities with this Agreement.
- 2.3** Unless the Disclosing Party has given its prior written authorisation, the Receiving Party shall not:
- use the Confidential Information for any other purpose than for the Authorised Purpose; or
  - divulge the Confidential Information to any third party; or
  - analyse, (de)compile, modify, edit, format, improve, reproduce, derive from, reverse engineer, transfer, distribute, market and/or sell, in whole or in part, the Confidential Information or any tangible object containing such information, or
  - If the Confidential Information consists of computer software disclosed in object code form, to reverse engineer, reverse compile or disassemble such object code.

## **Article 3 / Exceptions to the obligations**

- 3.1** The obligations of Article 2 are not applicable where and to the extent that the Receiving Party can reasonably show that the Confidential Information:
- a. Was already in the public domain at the time of disclosure by the Disclosing Party;
  - b. after disclosure to the Receiving Party becomes a part of the public domain by publication or otherwise, other than by breach of the Agreement by the Receiving Party;
  - c. the Receiving Party can prove it was in its lawful possession at the time of disclosure by the Disclosing Party, e.g. lawfully obtained from a third party;
  - d. is disclosed by the Disclosing Party on an unrestricted basis;
  - e. is developed by the Receiving Party independently of any Confidential Information received from the Disclosing Party;
  - f. must be disclosed pursuant to and in accordance with any applicable statutory or regulatory obligation or a binding decision or order from a court or a public regulatory body, but only to the extent required and where reasonably possible and permitted,

after first informing the Disclosing Party; it is understood that the Receiving Party shall use all reasonable endeavours to minimise such disclosure.

- 3.2** The terms of confidentiality under this Agreement shall not be construed to limit either Party's right to independently develop or acquire products without use of the other Party's Confidential Information

#### **Article 4 / No warranty, Limitation of Liability**

- 4.1** The Confidential Information as well as any tangible materials furnished, is provided on a strict 'as is' basis, without any kind of representations or warranties, express, implied or statutory, with regard to its accuracy, completeness or otherwise. The Disclosing Party shall have no liability whatsoever with respect to the use of or the reliance upon the Confidential Information by the Receiving Party. No liability is accepted and no representation or indemnification is given with regard to the absence of intellectual property rights and/or other rights held by a third party, that might prevent the lawful application or use of Confidential Information or the tangibles as furnished.

#### **Article 5 / Ownership and title, return of materials**

- 5.1** All tangible materials including, without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished to the Receiving Party by the Disclosing Party are and shall remain the sole property of the Disclosing Party and shall be returned to the latter or destroyed promptly at its written request, including all copies made thereof.
- 5.2** The ownership of any Intellectual Property Rights in the Confidential Information shall at all times remain with the Disclosing Party. Nothing in this Agreement shall confer, or be deemed to confer, on the Receiving Party any right in or license to use the Confidential Information or any intellectual property right related thereto. The Receiving Party shall also leave all signs that indicate ownership, entitlement or origin intact. This Agreement and/or the Confidential Information may not be construed, by implication or otherwise, to convey and/or grant to the Receiving Party a right under any kind of the Disclosing Party's intellectual property rights or any kind of licence - to make, have made, use and/or sell a product, system or services using the Confidential Information, both directly and indirectly, in whole or in part.
- 5.3** The Receiving Party shall not assert any claim of title or ownership to the Confidential Information or any portion thereof.

#### **Article 6 / Term of the Agreement**

- 6.1** This Agreement will come into force as from the date of full signature of this Agreement and will expire on the end date of the EC Grant Agreement of the HYBUILD project (currently the first of October 2021).
- 6.2** The secrecy obligations last until five (5) years after the expiration of this Agreement. Provisions and/or obligations which by their nature are intended to continue to exist after the expiration of this Agreement, will survive such expiration.

## **Article 7 / Notifications**

**7.1** All communications with respect to Confidential Information under this Agreement shall be addressed only to the following respective persons (or to such other person as either Party may from time to time designate in writing):

if addressed to <b>Dr. Wim van Helden:</b>	Phone : +31 6 2014 3224 Mail : <a href="mailto:w.vanhelden@aee.at">w.vanhelden@aee.at</a>
if addressed to <b>TNO:</b>	Phone : +31 (0)88 866 63 43 Mail : <a href="mailto:christophe.hoegaerts@tno.nl">christophe.hoegaerts@tno.nl</a>
if addressed to <b>Davide Garufi:</b>	Phone : +31 646 82 86 55 Mail : <a href="mailto:davide.garufi@thermovault.com">davide.garufi@thermovault.com</a>
if addressed to <b>Dr. Laura M. Ramirez Elizondo:</b>	Phone : +31 15 27 81848 Mail : <a href="mailto:l.m.RamirezElizondo@tudelft.nl">l.m.RamirezElizondo@tudelft.nl</a>
if addressed to <b>Prof. Denis Bruneau:</b>	Phone : +33 (0)6 89 82 61 27 Mail: <a href="mailto:denis.bruneau@bordeaux.archi.fr">denis.bruneau@bordeaux.archi.fr</a>

**7.2** Notifications hereunder shall be deemed validly given if delivered by and/or sent by registered post, courier, facsimile or electronic communication to the above authorised persons at the address of the intended recipient as shown above, and shall be deemed effective upon the date of receipt.

## **Article 8 / Court orders**

**8.1** In case Confidential Information is required to be disclosed by the Receiving Party by virtue of a court order or statutory duty, the Receiving Party shall be allowed to do so, provided that it shall without delay inform the Disclosing Party in writing of receipt of such order or duty and reasonably enable the Disclosing Party to seek protection against such order or duty

## **Article 9 / Miscellaneous**

**8.1** If any provision under this Agreement proves to be - or is held by a ruling of a court or administrative authority to be - invalid or non-enforceable, the other provisions of the Agreement shall remain in full force to the extent permitted. Parties agree that in such event the invalid or non-enforceable provision shall be replaced by a provision that most closely approximates the intent and effect of the invalid or non-enforceable provision.

**9.2** Any amendment to this Agreement shall be effective only if made in writing and duly signed by all Parties:

**9.3** Waiver by either Party or the failure by either Party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver with respect to any subsequent breach of any provision hereof.

**9.4** This Agreement shall in all respects be governed by and construed in accordance with the substantive laws of Belgium.

- 9.5 All disputes that may arise pursuant to this Agreement which cannot be solved amicably between the Parties will exclusively be submitted to the competent court in Brussels, Belgium.
- 9.6 The Parties shall ensure that disclosures under this Agreement are not contrary to the laws and regulations of their respective countries. This Agreement shall be subject to all applicable government security requirements and export regulations binding upon the Parties.
- 9.7 This Agreement represents the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, whether oral or written, acceptances, understandings and agreements between the Parties with respect to or in connection with any of the matters or things to which such agreement applies or refers.
- 9.8 In addition, nothing in this Agreement may be construed as compelling a Party hereto to disclose any Confidential Information to the other Party or enter into any further contractual relationships. Each Party reserves the right in its own and absolute discretion to terminate discussions and negotiations concerning the Authorised Purpose.

**IN WITNESS WHEREOF the Parties have executed this Agreement in duplicate,**

**COMSA**

Signature \_\_\_\_\_

Name Joan Peset Ibarren

Title Head of R+D+I Department

Date \_\_\_\_\_

**Dr. Wim van Helden**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**TNO**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Davide Garufi**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Dr. Laura M. Ramirez Elizondo**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Prof. Denis Bruneau**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Annex 2: Letters of acceptance from SHAB members

**Letter of acceptance for joining the HYBUILD SHAB  
(Stakeholder Advisory Board)**

*Innovative compact HYbrid electrical/thermal storage systems for low energy BUILDings  
GA N°768824*

To : Mr. Sergio Valentino Costa  
COMSA CORPORACION DE INFRAESTRUCTURAS SL  
CALLE VIRIATO 47,  
BARCELONA 08014,  
Spain

On Friday, 17 August 2018,

The HYBUILD Stakeholder Advisory Board (SHAB) is a group of external experts which will be involved throughout the project in order to provide guidance and strategic advices for the progress of the research conducted in the project.

I, the undersigned, hereby confirm that I accept to become a member of the HYBUILD SHAB.

In addition to receiving regular updates through the project communication channels and being invited to the various dissemination and/or communication events organized by HYBUILD, I noted that I will be invited to participate to 3 dedicated online SHAB meetings at M13 (October 2018), M24 (September 2019) and M48 (September 2021).

I understood that I will be asked to sign a Non-Disclosure Agreement with the HYBUILD project partners in relation with this SHAB participation.

Yours sincerely,

Company stamp

Name / Title / Position  
Wim van Helden, group leader Thermal  
Energy Storage at AEE INTEC

Signature



**Letter of acceptance for joining the HYBUILD SHAB  
(Stakeholder Advisory Board)**

*Innovative compact HYbrid electrical/thermal storage systems for low energy BUILDings  
GA N°768824*

To : Mr. Sergio Valentino Costa  
COMSA CORPORACION DE INFRAESTRUCTURAS SL  
CALLE VIRIATO 47,  
BARCELONA 08014,  
Spain

On Tuesday, 10 July 2018,

The HYBUILD Stakeholder Advisory Board (SHAB) is a group of external experts which will be involved throughout the project in order to provide guidance and strategic advices for the progress of the research conducted in the project.

I, the undersigned, hereby confirm that I accept to become a member of the HYBUILD SHAB.

In addition to receiving regular updates through the project communication channels and being invited to the various dissemination and/or communication events organized by HYBUILD, I noted that I will be invited to participate to 3 dedicated online SHAB meetings at M13 (October 2018), M24 (September 2019) and M48 (September 2021).

I understood that I will be asked to sign a Non-Disclosure Agreement with the HYBUILD project partners in relation with this SHAB participation.

Yours sincerely,

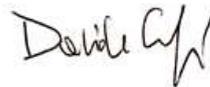
Company stamp

Name / Title / Position

Davide Garufi / Ing. PEng/ Business  
Developer

**ThermoVault**

Signature



**Letter of acceptance for joining the HYBUILD SHAB  
(Stakeholder Advisory Board)**

*Innovative compact HYbrid electrical/thermal storage systems for low energy BUILDings  
GA N°768824*

To : Mr. Sergio Valentino Costa  
COMSA CORPORACION DE INFRAESTRUCTURAS SL  
CALLE VIRIATO 47,  
BARCELONA 08014,  
Spain

On Tuesday, 24 July 2018,

The HYBUILD Stakeholder Advisory Board (SHAB) is a group of external experts which will be involved throughout the project in order to provide guidance and strategic advices for the progress of the research conducted in the project.

I, the undersigned, hereby confirm that I accept to become a member of the HYBUILD SHAB.

In addition to receiving regular updates through the project communication channels and being invited to the various dissemination and/or communication events organized by HYBUILD, I noted that I will be invited to participate to 3 dedicated online SHAB meetings at M13 (October 2018), M24 (September 2019) and M48 (September 2021).

I understood that I will be asked to sign a Non-Disclosure Agreement with the HYBUILD project partners in relation with this SHAB participation.

Yours sincerely,

Laura Ramirez Elizondo

Company stamp

Name / Title / Position

  
Signature

RE: Invitation to join the HYBUILD project' stakeholder advisory board

 **Hoegaerts, C.L.G. (Christophe)** <christophe.hoegaerts@tno.nl>  
Régis Decorme - R2M Solution; Luisa F. Cabeza; Sergio Valentino Costa; Hoegaerts, C.L.G. (Christophe)  
Thursday 19 July 2018 at 14:59  
[Show Details](#)

Dear Regis,

Thank you for your invitation. It would be my pleasure to take seat in the HYBUILD advisory board. Please find below some modification I would like to suggest before TNO can sign the NDA:

- As I will and cannot sit in the advisory board on personal title please insert the signature block of TNO as follows:

**Nederlandse Organisatie voor toegepast-natuurwetenschappelijk onderzoek TNO** (Netherlands Organisation for applied scientific research TNO), a legal entity by public law (i.e. the TNO-wet), duly organised and existing under the laws of the Netherlands and with registered offices presently at Anna van Buurenplein 1, 2595 DA Den Haag, the Netherlands, hereinafter referred to as **TNO**, legally represented by Ronald van den Berg, Research Manager Sustainable Processes and Energy Systems acting in full capacity on behalf of the Board of Management of TNO; and

- Since TNO is a public organisation, it could be forced by Dutch Law to disclose certain information. Please add the below article:

**Court orders.** In case Confidential Information is required to be disclosed by the Receiving Party by virtue of a court order or statutory duty, the Receiving Party shall be allowed to do so, provided that it shall without delay inform the Disclosing Party in writing of receipt of such order or duty and reasonably enable the Disclosing Party to seek protection against such order or duty

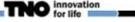
- Since TNO is also working on thermo-chemical heat storage with salt hydrates, I would like to avoid any conflict regarding this subject. I agreed with Luisa that no confidential information regarding this technology will be disclosed to me, so it can be excluded from the NDA. Then please add the following to article 1.1:

The term "Confidential Information" as used herein shall mean any and all information and knowledge disclosed by a Party to the other Parties and concerning the H2020 Project entitled "Innovative compact Hybrid electrical/thermal storage systems for low energy BUILDings — HYBUILD", with Grant Agreement number 768824, referred hereafter as "HYBUILD" **with the exception of information related to 'thermo-chemical heat battery based on adsorption/desorption of salt-hydrates'.**

I would be grateful if you could insert these modifications. Regarding the "Letter of acceptance for joining the HYBUILD SHAB" please consider this email my confirmation to take seat in the advisory board.

BR, Christophe

Ir. C.L.G. (Christophe) Hoegaerts    T +31 (0)88 866 63 43    [Location](#)  
Senior Project Manager            M +31 (0)65 354 98 16  
Sustainable Process & Energy Systems    E [christophe.hoegaerts@tno.nl](mailto:christophe.hoegaerts@tno.nl)



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INSTITUT DE MECANIQUE ET D'INGENIERIE - BORDEAUX

Département TREFLE

**Letter of acceptance for joining the HYBUILD SHAB  
(Stakeholder Advisory Board)**

*Innovative compact HYbrid electrical/thermal storage systems for low energy BUILDings  
GA N°768824*

To : Mr. Sergio Valentino Costa  
COMSA CORPORACION DE INFRAESTRUCTURAS SL  
CALLE VIRIATO 47,  
BARCELONA 08014,  
Spain

On Thursday, 30 August 2018,

The HYBUILD Stakeholder Advisory Board (SHAB) is a group of external experts which will be involved throughout the project in order to provide guidance and strategic advices for the progress of the research conducted in the project.

I, the undersigned, hereby confirm that I accept to become a member of the HYBUILD SHAB.

In addition to receiving regular updates through the project communication channels and being invited to the various dissemination and/or communication events organized by HYBUILD, I noted that I will be invited to participate to 3 dedicated online SHAB meetings at M13 (October 2018), M24 (September 2019) and M48 (September 2021).

I understood that I will be asked to sign a Non-Disclosure Agreement with the HYBUILD project partners in relation with this SHAB participation.

Yours sincerely,

Company stamp

I2M - Dpt TREFLE  
CNRS UMR 5295  
Arts et Métiers Paris-Tech  
Esplanade des Arts et Métiers  
33405 Talence Cedex

Name / Title / Position

Denis BRUNEAU  
Full Professor  
ENSAP-Br / I2M

Signature



Site Arts et Métiers ParisTech – Esplanade des Arts et Métiers – 33405 TALENCE Cedex  
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