FINAL CONTRACT

between

TECHNISCHE UNIVERSITEIT DELFT

WAGENINGEN UNIVERSITY

STICHTING DIENST LANDBOUWKUNDIG ONDERZOEK

and

GEMEENTE AMSTERDAM

In relation to the realization of AMS

Final Contract in relation to the Amsterdam Institute for Advanced Metropolitan Solutions

This agreement is made on March 19, 2014 between

1. **TECHNISCHE UNIVERSITEIT DELFT**, a legal entity under public law (*publiekrechtelijke rechtspersoon*), with its registered office at Stevinweg 1, 2628CN Delft, hereinafter referred to as "**TU Delft**";

2. **WAGENINGEN UNIVERSITY**, a legal entity under public law (*publiekrechtelijke rechtspersoon)* with its registered office at Droevendaalsesteeg 4, 6708 PB Wageningen;

3. **STICHTING DIENST LANDBOUWKUNDIG ONDERZOEK**, a foundation (*stichting*), with its registered office at Droevendaalsesteeg 4, 6708 PB Wageningen, together with Wageningen University hereafter referred to as "**Wageningen UR**";

   and

4. **GEMEENTE AMSTERDAM**, a legal entity under public law (*publiekrechtelijke rechtspersoon*), with its registered office at Amstel 1, 1011PN Amsterdam, hereinafter referred to as the "**City**".

INTRODUCTION

A. TU Delft, Wageningen UR and the Massachusetts Institute of Technology ("**MIT**") (hereafter collectively referred to as the "**Core academic Consortium**", and each individually a "**Core academic partner**") have joined forces with several industry and research partners (together with TU Delft, Wageningen UR and MIT referred to as the "**Consortium**", and each individually a "**Consortium partner**") to develop a proposal for the Amsterdam Institute for Advanced Metropolitan Solutions ("**AMS**"), which was submitted to the Amsterdam Metropolitan Solutions design contest ("**Design Contest**") organized by the City. Following acceptance by the Consortium of the Negotiation Rules contained in the AMS Negotiations Notice sent by the City to the Consortium on 5 September 2013, TU Delft, Wageningen UR and the City signed a **Memorandum of Understanding** on 17 December 2013, confirming the intention of the Consortium to realize AMS along the lines of the proposal submitted in the Design Contest and the intention of the City to support the realization of AMS and to invest in it.

B. TU Delft, Wageningen UR, MIT and other Consortium partners and the City plan to realize AMS as an independent institution according to the ambition and three-layer

model – educational program, research and valorization portfolio, and value platform – set out in the Detailed Vision and Roadmap (chapters 2-4).

C. The joint ambition is that by the 2022 academic year, AMS is an internationally renowned institution in the area of metropolitan solutions, having:

- Education
  - 200-250 talented students participating in the new MSc in Metropolitan Solutions
  - 30-70 start-ups generated by entrepreneurial AMS students in Amsterdam between 2013 and 2022
  - >100,000 people having followed or are following massive open online courses ("**MOOCs**", individual or the program as a whole) from all over the world over the period 2013-2022
  - 50% of MSc alumni retained in the Amsterdam metropolitan area for at least two years after their MSc graduation
  - 75% of research-based thesis projects in the new MSc in Metropolitan Solutions conducted in the Amsterdam metropolitan area ("made in Amsterdam") and/or concerning challenges in the Amsterdam metropolitan area ("made for Amsterdam")

- Research and valorization portfolio
  - 100-150 researchers (PhD students, post-docs, researchers from applied research institutes, corporate researchers, principal investigators) working in the research and valorization portfolio of AMS. These researchers conduct research in the Amsterdam metropolitan area ("made in Amsterdam") and/or on challenges in the Amsterdam metropolitan area ("made for Amsterdam")
  - A EUR 25-35 million annual budget in the research and valorization portfolio
  - 15-25 research and valorization projects by consortia of different sizes and shapes, in which a total of 30-50 public and private partners participate; 20-40 of these being companies
  - 500-1,000 publications on metropolitan solutions between 2013 and 2022
  - 10-15 spin-outs generated from research/partners in the field of metropolitan solutions

- Value platform
  - A self-sustaining value platform with unique infrastructure, network, knowledge and experience that all research and valorization projects use or contribute to. The value platform facilitates that by 2022, AMS:
    1. is an independent institute with continuity, instead of a temporary (research) program
    2. is located and embedded in the Amsterdam metropolitan area
    3. has built Amsterdam into an internationally leading living lab

- A global living lab network of 4-8 partner cities which collaborate in the research and valorization portfolio
- Rolled out new metropolitan solutions on a large scale in Amsterdam; over 50% of the successfully piloted metropolitan solutions which are developed by AMS and for which the City is a customer are implemented or being implemented by the City

- General
  - Become an integral part of the acquisition strategy of "Amsterdam inbusiness", leading to a substantial number of companies setting up offices in Amsterdam due to their participation in AMS
  - Achieved good awareness of AMS among the population of Amsterdam and the Netherlands
  - Become embedded in the Amsterdam science-eco system with a particular focus on the future cooperation between science faculties of the Universiteit van Amsterdam and the Vrije Universiteit Amsterdam. AMS' focus on engineering and design is highly complementary to the Universiteit van Amsterdam and the Vrije Universiteit Amsterdam and will create a plethora of opportunities. The open structure of AMS will facilitate such cooperation, strongly supported by the existing close ties between TU Delft and Wageningen UR with the Universiteit van Amsterdam and the Vrije Universiteit Amsterdam.
  - An excellent position for continued value creation in the next 20 years, outlined in a renewed institution plan

D. TU Delft, Wageningen UR and the City aim for AMS to become an internationally leading institute for education, research and valorization in the area of metropolitan solutions, using Amsterdam as a living lab. The Consortium and the City are excited by the prospect of working together to realize AMS, and following the signing of the Memorandum of Understanding take a next step towards the realization of AMS by entering into this Final Contract.

AGREE AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

1.1 Capitalized words and expressions used in this Agreement shall have the meanings set out in Schedule 1.

1.2 Wherever the term "best efforts" is used in this Agreement, that shall mean, with respect to a given obligation, the efforts that the person in the relevant Party's position would use so as to perform that obligation as promptly as possible taking into account what can reasonably and commercially be expected from such Party on the basis of this Agreement.

1.3 Wherever the term "as soon as practicable" is used in this Agreement, that shall mean, with respect to a given obligation, as soon as the Party under such obligation can reasonably be required to perform that obligation.

1.4 In this Agreement the Schedules 1 up to and including 8 form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement.

1.5 The provisions of articles 1 up to and including 15 and Schedule 1 shall take precedence in case of a conflict between those provisions and the contents of any of the other Schedules.

1.6 In the event of a conflict among the contents of the Schedules, the contents of the relevant Schedules shall prevail in accordance with the following order of precedence:

1. Schedule 1 (*Definitions*)
2. Schedule 2 (*Conditions, Milestones, Targets and Criteria for City funds*)
3. Schedule 3 (*Method of valuation of contributions in kind to AMS*)
4. Schedule 4 (*Detailed Vision and Roadmap*)
5. Schedule 5 (*Letter of commitment MIT*)
6. Schedule 6 (*Letters of Commitment Consortium partners*)
7. Schedule 7 (*People involved*)
8. Schedule 8 (*Projected contributions from current and future Consortium partners and other funding providers*)

2. REALIZATION OF AMS IN LINE WITH THE DETAILED VISION AND ROADMAP

Subject to the terms and conditions in this Agreement, TU Delft, Wageningen UR and the City shall each use its best efforts to set-up AMS together with MIT and the other Consortium partners and maintain AMS as set out in the Detailed Vision and Roadmap, in accordance with its integrated three layer model (being (i) educational program, (ii) research and valorization portfolio, and (iii) value platform) and to realize and maintain the integration of, and the coherence between, those layers.

TU Delft, Wageningen UR and the City recognize that setting up an institute such as AMS comes with many uncertainties about the future. To the best of their abilities, TU Delft, Wageningen UR and the City have developed Conditions, Milestones and Targets that guide the development of AMS and the agreements between the City and AMS over the coming ten years. TU Delft, Wageningen UR and the City recognize that over such time periods many changes may occur within their own organizations and in the outside world. This requires open communication between the parties and the willingness to adapt the cooperation and agreements based upon the (changed) situation. Adaptions to the cooperation and agreements between the Parties in relation to a changed situation will be proportional to the deviation in the planned progress of AMS and remain subject to mutual agreement between the Parties and, in relation therewith, article 15.7.3.

3. COMMITMENT OF THE CONSORTIUM PARTNERS

3.1 At the date hereof, the Consortium consists of TU Delft, Wageningen UR, MIT, Accenture, Alliander, Cisco, ESA, IBM, Shell, Waternet, Amsterdam Smart City, City of Boston, KPN and TNO. These Consortium partners have signed letters of commitment for their participation in AMS which are attached hereto as Schedule 5 and 6. Should a Consortium partner reconsider its participation, TU Delft and Wageningen UR shall use their best efforts to replace such Consortium partner by a third party with a similar reputation and status in order to maintain a solid and balanced Consortium.

3.2 The roles and responsibilities of each of the Consortium partners are described in the Detailed Vision and Roadmap and in the abovementioned letters of commitment. TU Delft and Wageningen UR shall set-up AMS as an open platform allowing third parties to join and participate in the Consortium and thereby to contribute to AMS. The projected contributions from current and future Consortium partners and funding sources, based upon the scenario provided in the Detailed Vision and Roadmap, is set forth in Schedule 4 and 8.

3.3 TU Delft and Wageningen UR shall only have projects or programs executed by or through AMS in the research and valorization portfolio and shall only build infrastructures in the value platform when the required contributions (cash or in kind) for the specific project, program or infrastructure are confirmed in binding project agreements in the research and valorization portfolio and for the value platform between the relevant Consortium partners and/or third parties, and TU Delft and/or Wageningen UR. TU Delft and Wageningen UR shall develop an internal portfolio management process for AMS by which projects are defined, proposed, evaluated, funded and reviewed.

3.4 **Commitment of TU Delft, Wageningen UR and MIT**

3.4.1 Subject to the terms and conditions of this Agreement, TU Delft, Wageningen UR shall use their best efforts to realize AMS' goals and objectives and to keep MIT involved. TU Delft and Wageningen UR are responsible for the educational program as a whole, play major roles in the research and valorization portfolio and in the value platform, shall staff the AMS governance, and shall secure the continuity of AMS for the long run and shall use their best efforts to involve MIT for these purposes.

3.4.2 TU Delft and Wageningen UR represent to the City that MIT has confirmed its commitment to AMS as described in the Detailed Vision and Roadmap in MIT's letter of commitment received by TU Delft and Wageningen UR and which letter of commitment is attached hereto to Schedule 5. TU Delft and Wageningen UR shall use their best efforts to further involve MIT where possible, as follows:

a. *Educational program:* TU Delft and Wageningen UR are responsible for the educational program of AMS. TU Delft and Wageningen UR shall contribute to the educational program through existing courses and the development of new courses, contribute lecturers for courses and guidance for the research-based thesis projects, contribute distant learning and MOOC expertise, and contribute support staff and functions to coordinate, organize and execute education. MIT shall contribute to the educational program e.g. through daylong workshops and seminars during visits by or on behalf of MIT to Amsterdam, through research projects, and through participation in an educational advisory body

b. *Research and valorization portfolio:* TU Delft and Wageningen UR play a major role in the research and valorization programs and projects. TU Delft and Wageningen UR shall participate in programs/projects, contribute people, knowledge or infrastructure, and contribute support staff. A team of MIT principal investigators shall be involved in AMS research related to the city of Amsterdam. The research will be carried out through student and researcher exchanges both ways. Principal investigators from both sides shall work closely together in the research, presenting workshops and conducting site visits. Every project conducted in the research and valorization portfolio shall at least include one of the Core academic partners

c. *Value platform:* TU Delft and Wageningen UR participate in the value platform offer. TU Delft and Wageningen UR shall contribute existing infrastructure, data, expertise, people and support staff. MIT shall play an important role in the development of the value platform, with a focus on the digital value platform software. MIT shall contribute extensive experience in the development of software platforms to manage large amounts of real-time data in cities (*Urban Big Data*), utilizing its internationally leading SENSEable City Lab and Computer Science and Artificial Intelligence Laboratory and its experiences in Boston and other major cities worldwide

3.4.3 TU Delft and Wageningen UR are responsible for setting up and maintaining AMS subject to the results of the year 5 and year 8 review described in article 9.4. For the educational activities, TU Delft and Wageningen UR shall each contribute up to an amount of EUR 10 million in kind to AMS for the first ten-year period. For the research and valorization portfolio and the value platform together, TU Delft and Wageningen UR shall each contribute up to an amount of EUR 10 million in kind for the first ten-year period. The phasing of their contributions will depend on the release of funding by other Consortium partners and funding from other sources. Contributions in kind from MIT may include expertise and/or software for the data infrastructure, developed by MIT in comparable initiatives elsewhere in the world; expertise on different forms of education, and existing educational content; and hosting of exchange students and researchers in existing research environments. MIT's contributions in kind are dependent on the exact nature of a project and MIT's involvement in the project.

3.4.4 TU Delft and Wageningen UR are under no obligation to contribute more than the above contributions in kind and may contribute less, provided that the applicable Funding Multiplier is maintained.

3.5 **Commitment of Accenture, Alliander, Cisco, ES, IBM, Shell and Waternet**

TU Delft and Wageningen UR shall use their best efforts to secure the participation and investment of *Accenture, Alliander, Cisco, ESA, IBM, Shell and Waternet* in the research and valorization portfolio, as described in the commitment letters of those parties and as attached hereto as Schedule 6.

3.6 **Commitment Of Amsterdam Smart City, City Of Boston, KPN And TNO**

TU Delft and Wageningen UR shall use their best efforts to secure that Amsterdam Smart City, City of Boston, KPN, TNO and Waag Society share responsibility for specific parts of the value platform, their set-up and/or operations, and to secure that they participate and/or invest in the research and valorization portfolio, as described in the commitment letters of those parties and as attached hereto as Schedule 6.

4. CONTRIBUTIONS IN KIND

4.1 **Balance in cash and in kind**

4.1.1 TU Delft and Wageningen UR shall strike a balance in attracting contributions in cash and contributions in kind from Consortium partners and third parties for AMS, with the purpose to:

a. attract sufficient cash resources to finance activities in education, research and valorization and build the value platform;
b. attract sufficient resources in kind to:
    i. secure the necessary knowledge, expertise, infrastructure, etc. required for education, research valorization and value platform activities;
    ii. strengthen commitment of Consortium partners through their contribution of scarce resources
    iii. secure the ability of Consortium partners to effectively use the knowledge/technology/concept/solutions that result from AMS activities, through the involvement of the partner's own people in projects

4.1.2 Contributions in kind for AMS shall be valuated by TU Delft and Wageningen UR using the valuation principles set forth in Schedule 3.

4.2 **Transparency and reporting**

4.2.1 Contributions in kind are defined and valuated at the start of a project or program and are an integral part of the contribution agreement entered into between AMS and the relevant Consortium partner. TU Delft and Wageningen UR shall provide the Interface Manager at its request with copies of the contribution agreements entered into.

4.2.2 TU Delft and Wageningen UR shall enable the Interface Manager to verify the accuracy and fairness of the valuation of all contributions in kind.

4.2.3 TU Delft and Wageningen UR shall agree in writing with the Interface manager on the accuracy and fairness of the valuation method to be used in case of:

a. Contributions in kind of educational material, software, data and intellectual property that require a customized valuation approach (as described in Schedule 3) and are valued (i) in excess of 10% of the total relevant project value or (ii) at an amount in excess of EUR 250,000
b. Contribution in kind of expertise that require a customized valuation approach
c. Contributions in kind of which valuation is not described in Schedule 3

4.2.4 TU Delft and Wageningen UR shall include the value of contributions in kind as an integral part of the annual budgeting and financial reporting cycle of AMS referred to in article 10.

4.2.5 TU Delft and Wageningen UR shall procure that a senior controller is able to assess and to the extent necessary challenge the valuation of any contributions in kind to AMS, in order to promote transparency and facilitate the reporting process.

4.2.6 In case the Parties, after having reasonably tried to come to an agreement, do not agree on the value or valuation of a contribution in kind to AMS, such value or valuation method shall be determined on the basis of the valuation methodology described in Schedule 3 in a binding third party-ruling (*bindend adviesprocedure*) by an independent valuation expert, to be jointly appointed by the Parties, failing which the chairman of the Nederlands Instituut of Register Valuators (NIRV) may be requested by a Party to appoint such independent valuation expert.

5. COMMITMENT OF THE CITY

5.1 The City is committed to realizing AMS and to contributing to AMS as proposed in chapter 6 of the detailed vision and roadmap, subject to applicable laws and regulations, and the terms and conditions of this agreement.

a. *Funding*: the City will provide up to EUR 50 million in cash funding for a ten-year period to AMS, to be used by TU Delft and Wageningen UR within the framework of, and without any other restrictions, as defined in this Agreement. Support from the City to AMS as described below, including the Interface

Manager, will be free of charge for AMS unless otherwise indicated in this Agreement. The City and TU Delft and Wageningen UR shall agree on any significant engagement of City representatives or employees for AMS projects, which engagement shall be invoiced separately to TU Delft and Wageningen UR in accordance with a contract to be agreed in advance between these Parties

b. *Financing gap:* in addition to the release of up front funding for the educational program as described in Schedule 2, the City is open to negotiate on funding (e.g. or a loan) to cover a part of the expenses of AMS in relation to the educational program during the start-up phase of AMS, to the extent TU Delft and Wageningen UR are able to demonstrate a material financing gap in relation to AMS during the start-up phase. The terms of such funding are to be documented in a separate agreement between Parties. The City is under no obligation to provide such funding to TU Delft and Wageningen UR

c. *Interface Manager*: the City shall appoint an Interface Manager who will manage the contact and relations between the City organization(s) and AMS as from the date hereof

d. *Location*: the City supports the finding and securing of temporary and permanent locations for AMS, based upon the required academic environment, central location, representative image and other specifications provided by TU Delft and Wageningen UR for AMS. Depending on availability, the City strives to temporarily provide a City-owned location at reasonable price for AMS of about 250 m2 to start operations by February 2014 until AMS is able to move in 2017 to its permanent location in the city of Amsterdam, as described in Detailed Vision and Roadmap. The lease by AMS of a City location at reasonable price shall in any event not extend to a period beyond 2017

e. *Internships and graduation assignments:* the City shall support TU Delft and Wageningen UR in finding internships and graduation assignments for AMS students in the city of Amsterdam, as well as provide best efforts to make these available at the City itself.

f. Student and faculty housing:
    i. the City shall continue its effort to increase the number of student accommodations in the city of Amsterdam.
    ii. the City shall support TU Delft and Wageningen UR in navigating and entering into discussions with (private) real estate owners who may be interested in realizing student accommodation specifically for AMS students and/or long-stay accommodation for guests and visiting professors

g. Challenges:
    i. the City shall provide AMS in the research and valorization portfolio with the City's insight into city challenges on a continuous basis – this includes initial definition of specific city challenges, periodic discussions on how they are being addressed, and communication of new and emerging city challenges

ii. within 6 weeks (barring unforeseen circumstances) from receiving the request from TU Delft and Wageningen UR, the City appoints experts at relevant city departments in subject matters as indicated by TU Delft and Wageningen UR (the "**City Experts**"). These subject matters include energy, water, waste, mobility and public space. The City makes the City Experts available for up to 4 workshops with AMS per year (per subject matter), plus incidental meetings or discussions. In case the City Experts are requested by TU Delft and Wageningen UR to spend more time on AMS projects (e.g. in research projects), the City and TU Delft and Wageningen UR need to agree on the conditions of such longer involvement of the City Experts, including the costs thereof that will be separately invoiced to AMS. As a general principle, the time spent by City Experts on any significant engagement in participating in projects or programs of AMS beyond the workshops or occasional contact will be charged to TU Delft and Wageningen UR by the City, unless the City Experts are part of a project of AMS at the explicit request of the City

iii. the City shall establish connections with other regional governments in the Amsterdam metropolitan area via the Amsterdam Economic Board

iv. the City shall facilitate an expert meeting in early 2014 with all current City Experts and AMS. The agenda of the meeting shall be provided by AMS

v. the City shall support AMS with the organization of a conference in May 2014: 'AMS – The Challenge'

h. *Living labs*: the City shall use its best efforts to create a permanent link to the value platform of AMS by facilitating the use of (parts of) the city of Amsterdam as a 'living lab', including:

i. supporting contacts and cooperation between AMS and other current 'living lab'-projects that are being run in the city of Amsterdam

ii. supporting the set-up of new 'living labs' in the city of Amsterdam

i. *Data*: the City shall provide access to City Data provided such data is reasonably available to, and accessible by, the City and shall establish a working relationship between AMS and relevant City departments that manage City Data; which shall include:

i. providing access to relevant City employees in relation to City Data

ii. giving priority to AMS in processing City Data access requests

iii. supporting the use of harmonized data formats requested by AMS

j. *Network*: the City shall facilitate access to the local, national and international networks of the City

k. *Communication*: the City shall support AMS' communication strategy:

i. TU Delft and Wageningen UR set out and execute the AMS communication strategy, in cooperation with Amsterdam Marketing department

ii. TU Delft and Wageningen UR may use for AMS the "Iamsterdam" brand for all communication, in accordance with the "Iamsterdam" brand manual standards

iii. TU Delft and Wageningen UR may leverage Amsterdam Marketing for determining and executing marketing actions, to the extent that does not unreasonably take up the time and capacity at Amsterdam Marketing and subject to availability of such capacity

l. External funding:
   i. the City supports the identification of external funding opportunities for AMS, based upon an annual external funding plan developed by AMS. The City may provide letters of recommendation or letters of commitment to AMS to support AMS' fundraising. This support is free of charge for AMS.
   ii. the City supports acquisition of external funding opportunities for AMS, e.g. by supporting calls or tenders. Time spent on these activities by the City or its partners will be charged to AMS.

m. Amsterdam Economic Board:
   i. the City shall facilitate and support the establishment of a participation of AMS in the Amsterdam Economic Board – through the Amsterdam Economic Board, AMS can deploy its research and valorization activities in Amsterdam and throughout the Amsterdam metropolitan area
   ii. the City shall organize initial discussions between AMS and the eight clusters of the Amsterdam Economic Board (ICT/e-science, Creative Industries, Life Sciences & Health, Financial & Business Services, Tourism & Conferences, Logistics, Food & Flowers, and High-Tech Materials) including the companies and knowledge institutes in the first quarter of 2014
   iii. the City shall provide AMS the opportunity to present its plan for cooperation between AMS and the Amsterdam Economic Board in a meeting of the Amsterdam Economic Board in 2014

n. *Amsterdam Expatcenter*: AMS may use the Amsterdam Expatcenter for government services and information regarding all matters concerning immigration and settling in of highly skilled migrants. For its services, the Amsterdam Expatcenter may charge to AMS the fees determined by the City.

o. *City partnerships*: the City supports AMS in connecting to the global city partnerships of the City

p. *Attracting businesses*: the City shall make AMS an integral part of the acquisition strategy of "*Amsterdam inbusiness*" for attracting companies to the city of Amsterdam:
   i. "*Amsterdam inbusiness*" sets acquisition targets (which sectors, which companies) based upon discussions with AMS
   ii. AMS may participate in acquisition missions of the City
   iii. AMS will receive a list of target companies and undertakes to set up cooperation with these companies in the area of metropolitan solutions, where appropriate
   iv. AMS supports incoming acquisitions by "*Amsterdam inbusiness*", e.g. by allowing incoming trade missions and fact finding missions to visit AMS

q. *Launching customer*: the City is prepared to act as launching customer for metropolitan solutions developed by AMS and/or to purchase innovative solutions through innovative procurement. In case of procurement the City will abide by a level playing field for all potentially interested parties and the City will uphold all applicable procurement rules and regulations

r. *Scholarships*: the City and TU Delft and Wageningen UR together shall investigate the possibilities of a scholarship program for AMS students from outside the EU, by attracting funding from other organizations/private persons. Such a scholarship fund shall not be part of the EUR 50 million funding contribution from the City as described in this article 5

5.2 TU Delft and Wageningen UR shall periodically coordinate with the Interface Manager on the contributions in kind that are expected from the City in order to sufficiently enable to City to take such contributions into account with its internal planning. The desired contributions in kind from the City will be included in the annual planning of AMS referred to in article 11.1c.

6. FUNDING MULTIPLIER OF 4

6.1 The ratio between (i) funding provided by the City to TU Delft and Wageningen UR for AMS, and (ii) funding and contributions for AMS by Consortium partners (in cash and/or in kind) and other third parties (the "**Funding Multiplier**") is at least 1:4. The Funding Multiplier is calculated over the aggregate funding and contributions received for AMS during the initial 10 years following the date hereof and excluding any bank financing for, or loans from Consortium partners or third parties to AMS.

6.2 For the purpose of calculating the Funding Multiplier, the following contributions to AMS (whether in kind or in cash) will not qualify as funding provided by Consortium partners or other third parties:

a. Contributions (both in kind or cash) by a Consortium partner or third party which are funded by subsidies granted by the City to a Consortium partner or third party

b. Subsidies that are already allocated through the City to the Amsterdam metropolitan area (e.g. EFRO Amsterdam)

c. All contributions made by a municipal department of the legal entity of the City (*Gemeentelijk Onderdeel*)

unless TU Delft and Wageningen UR have obtained the written approval upfront from the City through the consultative structure described in article 12 for the inclusion of the value of such contributions in the calculation of the Funding Multiplier.

6.3 TU Delft and Wageningen UR shall obtain a written confirmation from each Consortium partner and any other third party that makes a contribution to AMS that such contribution does not meet any of the criteria of article 6.2a through 6.2 c.

6.4 If a Consortium partner or third party is in violation under articles 6.2 and 6.3, the TU Delft, Wageningen UR and the Interface Manager will discuss on joint steps against the specific Consortium partner of third party. The City will in fairness strongly consider applying its right to make an exception as described in article 7.3 regarding potential negative impact of the associated project/activity to Conditions, Milestones or Targets.

6.5 For the purpose of calculating the Funding Multiplier, contributions in the form of existing projects of TU Delft or Wageningen UR that are being executed and fully funded by January 1, 2014, and have not been adapted to the scope and ambitions of AMS, will not count towards the Funding Multiplier.

7. RELEASE OF CITY FUNDING AND CONDITIONS, MILESTONES, TARGETS AND CRITERIA

7.1 Ultimately 2 months prior to the beginning of a calendar year TU Delft and Wageningen UR shall draw up an Annual Budget Plan and submit this to the City for approval. Ultimately at the beginning of each calendar year and subject to approval the City shall make available to TU Delft and Wageningen UR the funding as described in the relevant Annual Budget Plan.

7.2 The City will not unreasonably withhold its approval of the Annual Budget Plan if it is thorough and in line with the framework as defined in this Agreement, including the Detailed Vision and Roadmap of AMS and Schedule 2. Deviations of the budgets in the proposed Annual Budget Plan compared to the prognosed budgets in the Detailed Vision and Roadmap are possible, if explained by TU Delft and Wageningen UR in the Annual Budget Plan. Deviations from an approved Annual Budget Plan during the year to respond to (ad hoc) opportunities that arise during the year are possible if explained by TU Delft and Wageningen UR to the City. Aforementioned deviations by TU Delft and Wageningen UR are notwithstanding articles 8 and 11.

7.3 At the proposal of TU Delft and Wageningen UR, the City may (but is under no obligation to) approve certain exceptions to the Conditions, Milestones and Criteria in case of activities, projects, programs or infrastructures that are of great value to AMS but may prevent the meeting of certain Conditions, Milestones and/or Criteria. An exception by the City as referred to in this article, article 6.4 and article 8.3 is subject to article 15.7.3.

7.4 TU Delft and Wageningen UR shall use their best efforts to achieve the Conditions, Targets and Milestones, and meet the Criteria identified in Schedule 2. The City shall use its best efforts to achieve the Targets it is primarily responsible for.

7.5 The City has the right but not the obligation to withhold future funding referred to in article 5.1a in relation to a layer of AMS' model (i.e. educational program, research and valorization portfolio or value platform) if a Milestone relating to such layer has not been met.

8. REFUND OF CITY FUNDING

8.1 If the City establishes that any Condition or Criterion set forth in Schedule 2 has not been satisfied, TU Delft and Wageningen UR shall at the request of the City promptly refund the amounts funded by the City (i) to the extent that the relevant Condition or Criterion has not been satisfied, and (ii) that reasonably relate to the period in which such Condition or Criterion has not been satisfied.

8.2 Notwithstanding article 8.1, to the extent a Condition relating to a Funding Multiplier has not been satisfied, TU Delft and Wageningen UR shall, at the request of the City, promptly refund the City such amount as required to restore the ratio between the funding provided by the City and the funding provided by the Consortium partners and other third parties in accordance with the relevant Funding Multiplier.

8.3 In case TU Delft and Wageningen UR demonstrate to the City's satisfaction that:

a. a Condition relating to a Funding Multiplier has not been or will not be satisfied due to bankruptcy or a declared suspension of payments of a Consortium partner (other than a Core academic partner) or relevant third party under the relevant project agreement(s) entered into with such Consortium partner or third party; and
b. TU Delft and Wageningen UR have used their best efforts to ascertain that the financial position of such Consortium partner of third party could not be foreseen to negatively impact the performance of the relevant project agreement(s); and
c. TU Delft and Wageningen UR have used their best efforts but failed to attract additional funding or contributions from other Consortium partners or third parties within one year after becoming aware of the bankruptcy or suspension of payments described in article 8.3a, to cover for the default under the relevant project agreement,

(a '**Situation**')

TU Delft and Wageningen UR have (i) 12 months to remedy the Situation and (ii) the opportunity for a subsequent 12 months if the Situation is still ongoing and a solution of the Situation is reasonably foreseeable. During this period, TU Delft and Wageningen UR shall use their best efforts to remedy the Situation as soon as practicable. In case that TU Delft and Wageningen UR have not been able to remedy the Situation in the aforementioned period, the City will in fairness strongly consider applying its right under Article 7.3 to adjust the specific Condition to exclude any negative effect on the satisfaction of the Condition that arises from this Situation. If the City does not apply its right under Article 7.3, TU Delft and Wageningen UR shall refund the amount in accordance with article 8.1.

8.4 TU Delft and Wageningen UR shall, as soon as practicable after becoming aware that a Condition is not satisfied or may not be satisfied, or a Criterion is not met or may not be met, notify the City thereof. Without prejudice to the City's rights under this article **8**, the City may decide to grant TU Delft and Wageningen UR a grace period for satisfying or meeting the relevant Condition or Criterion, respectively. The City shall, as soon as practicable after becoming aware that it is not satisfied with the (progress towards) achieving of a Condition or the meeting of a Criterion, notify the TU Delft and Wageningen UR thereof.

8.5 The City has no right for a refund under this article 8 if the relevant Condition or Criterion is not satisfied as a result of the City being in default (*verzuim*) of its obligations under article 5 and article 7.

9. LONG TERM COMMITMENT

9.1 It is the joint ambition of parties to build AMS into an independent institute that is sustainable for at least 30 years following the date hereof. Subject to the outcomes of the year 5 and year 8 review referred to article 11.1d, Parties undertake to develop a renewed long-term institution plan for the ten-year period that follows the initial ten-year period.

9.2 This Agreement is entered into for a period of ten years as from the date hereof and shall automatically terminate upon expiration of that period, except for the joint ambition of parties expressed in the first sentence of article 9.1 which shall survive the expiration of this Agreement.

9.3 The City's commitments referred to in article 5 are for the 10-year period following the date hereof. Depending on the long-term commitments of the Consortium to AMS following that 10-year period, the City may assess to what extent any of its support and contributions in kind could potentially be continued after that period. The City acknowledges that several contributions in kind set out in article 5 are key to the continuation of AMS (e.g. the provision of data) and aims to continue such contributions in the long run.

9.4 Parties will discuss and review the applicability, feasibility and reasonableness of the Conditions, Criteria, Milestones and Targets, and potential changes to these, both upwards as well as downwards, in year 5 and year 8 of AMS. These discussions will be supported by an independent and comprehensive review of AMS as described in article 10.

10. REMEDY OF BREACH AND TERMINATION

10.1 **Default, Remedy and Termination**

10.1.1 TU Delft and Wageningen UR may suspend the performance of their obligations under articles 2, 3 and 7 in case the City is in default (*verzuim*) of its obligations under

articles 2, 5 and 7 unless the nature of that default is of minor importance (*geringe betekenis*) to the realization of AMS pursuant article 2 and would not warrant the suspension of TU Delft's and Wageningen UR's aforementioned obligations relative to the consequences such suspension would have for AMS.

10.1.2 The City may suspend the performance of its obligations under articles 2, 5 and 7 in case TU Delft or Wageningen UR are in default of their obligations under articles 2, 3 and 7 unless the nature of that default is of minor importance to the realization of AMS pursuant article 2 and would not warrant the suspension of the City's aforementioned obligations relative to the consequences such suspension would have for AMS, without prejudice to the City's right to withhold funding in accordance with article 7.5.

10.1.3 In case a Party (for the purpose of this article, the "**Non-Defaulting Party**") has the right to suspend its obligations pursuant article 10.1.1 or 10.1.2, as applicable, the other Party that is in default of its obligations (for the purpose of this article, the "**Defaulting Party**") shall be granted a reasonable period of time to remedy such default (the "**Remedy Period**"). The Defaulting Party shall use its best efforts to remedy such default as soon as practicable with due observance of the Non-Defaulting Party's interests. If the default of the Defaulting Party has not been remedied to the Non-Defaulting Party's satisfaction during the Remedy Period, the Non-Defaulting Party may terminate this Agreement with immediate effect by written notice sent to the Defaulting Party by registered mail, provided the default results in or could reasonably be foreseen to result in a material deviation in the realization of AMS, or the ability to realize AMS, by TU Delft and Wageningen UR from what was proposed by the Consortium in the Detailed Vision and Roadmap and as contemplated by this Agreement.

10.2 **Material Deviation and Termination**

10.2.1 In the event of a material deviation in the realization of AMS, or the ability to realize AMS, by TU Delft and Wageningen UR from what was proposed by the Consortium in the Detailed Vision and Roadmap and as contemplated by this Agreement, and such material deviation has not been caused by a Party's breach of its obligations under this Agreement (a "**Material Deviation**"), either Party may notify the other Party or Parties of such Material Deviation. TU Delft and Wageningen shall prepare, in consultation with the City, a Remedy Plan setting out the proposed steps and actions to mitigate the Material Deviation. Parties shall negotiate in good faith on reaching agreement on the Remedy Plan, with the purpose of presenting the agreed form Remedy Plan for approval to the management boards of TU Delft and Wageningen UR and the City Board, respectively, within one year following the aforementioned notice of a Material Deviation.

10.2.2 If, notwithstanding Parties' best efforts, the Remedy Plan

a. has not been presented for approval to the management boards of TU Delft and Wageningen UR and the City Board within one year following notice of the Material Deviation as referred to in article 10.2.1; or
b. not having been approved by the management boards of TU Delft and Wageningen UR and the City Board within three months after it being presented for approval,

each Party may terminate this Agreement with immediate effect by written notice sent to the other Party.

10.2.3 For the purpose of this Agreement, a Material Deviation shall in any event be deemed to have occurred if:

a. AMS' request for accreditation (*accreditatie*) for its education program (the first layer of AMS' integrated layered model) is been denied;
b. the integration of, or coherence between, the three layers of AMS's three layered model (referred to in article 2) is diminished to such extent that the realization of AMS in accordance of article 2 is no longer viable; or
c. a Core academic partner ceases its involvement with AMS and the remaining Core academic partners are unable to find a new Consortium partner with a similar reputation, status and activities it is able to contribute to AMS
d. TU Delft, Wageningen UR and the City cannot agree on a plan, as referred to in Article 10.3.1.

provided that has not been caused by a Party's breach of its obligations under this Agreement.

10.3 **Consequences of withholding of Funds**

10.3.1 In case the City withholds any future funding pursuant to article 7.5 which directly impacts the meeting of Conditions, other Milestones and/or Targets in the future, TU Delft and UR Wageningen UR shall use their best efforts to prepare a plan at least within 6 months for restoring the integration of, and coherence between, AMS' layered model, to secure again the realization of the integrated three layer model and the adjustment or revision of any of the relevant Conditions, Milestones and/or Targets. TU Delft and Wageningen UR shall submit the above plan to the City for approval by offering the plan to the City through the consultative structure as mentioned in article 12.2.

10.4 **Consequences of termination**

10.4.1 In the event of a termination of this Agreement pursuant to this article 10, Parties shall enter in to good faith negotiations to settle the consequences of such termination, including settlement of the City's funding received by TU Delft and Wageningen UR

for AMS. Termination in accordance with this article 10 shall have no effect on the funding of ongoing activities in the educational program, research and valorization portfolio, and value platform that were agreed on between the Consortium parties prior to the termination.

10.4.2 In the event of a termination of this Agreement pursuant to this article 10, any liability of TU Delft and Wageningen UR towards the City under article 8.2 shall take into account the relevant Funding Multiplier set forth in Schedule 2 as applicable to the period in which the Agreement is terminated (i.e. 1:2.5 in years 1-5, 1:3.2 in years 6-8, and 1:4 in years 9 and 10).

10.4.3 In the event that this Agreement is terminated pursuant to articles 10.1.3 or 10.2.2, each Party shall bear its own costs and the Parties waive any right to make a claim for damages, losses or costs against each other and/or any of each other's representatives, employees and advisors in relation to such termination, excluding any claims related to article 15.1 and subject to articles 10.4.1 and 10.4.2.

10.4.4 Article 14.4 applies mutatis mutandis in the event of a termination pursuant this article 10.

11. ACCOUNTABILITY AND REVIEW

11.1 TU Delft and Wageningen UR shall set up and operate AMS autonomously from the City within the framework of the Conditions, Milestones, Targets and Criteria set in relation to the funding provided by the City to AMS. TU Delft and Wageningen UR are responsible for the allocation of budgets and spending of AMS, including the funding from the City, while adhering to the Conditions, Milestones, Targets and Criteria. TU Delft and Wageningen UR shall ensure that AMS will periodically report on its adherence to these Conditions, Milestones, Targets and Criteria by way of:

a. monthly ad-hoc discussions between AMS and the Interface Manager on progress, opportunities and issues in relation to AMS. These discussions are on the basis of full transparency by AMS towards the City and vice versa, discussing also the considerations of AMS to its decisions (including research portfolio decisions)
b. the implementation of a dashboard by AMS which shall be accessible to the City and through which the progress with respect to reaching Milestones, the relevant Funding Multiplier(s) and other parameters can be monitored

c. annual planning and reporting, including financial planning for each coming year (such as the Annual Budget Plan), financial reporting in relation to the previous year and the accounting procedure, progress on Targets and Milestones, adherence to relevant Conditions and Criteria, and scientific review of the activities carried out by AMS. Planning, reports and a dashboard for each of the educational program, the research and valorization portfolio and the value platform are discussed with the City, and the forecasted contribution from the City for the next year is agreed upon with the City

d. Year 5 and year 8 review of AMS in which an independent committee reviews the entire institute on content, operations, financials and progress towards its ambitions, and gives advice on improvement points and the strategic direction of AMS for the next years. This review also assesses the progress of AMS in filling the gap in applied technology in the city of Amsterdam and in complementing the existing knowledge infrastructure in the city of Amsterdam. This will be followed by an internal discussion by AMS and a discussion with the City on the strategy and future of AMS, also in relation to the agreed Conditions, Milestones and Targets as set out in Schedule 2

11.2 The year 5 and year 8 review referred to in article 11.1d will also include a discussion on the performance of each Party's obligations under this Agreement in light of changed circumstances in relation to AMS (if any).

11.3 Upon the City's request, AMS shall provide the City and its advisors with any information, including access to key people, required by the City to determine whether the City's support has been provided to AMS in accordance with this agreement. AMS shall comply with any information and access requests from the City's advisors for the same purpose.

12. ORGANIZATIONAL STRUCTURE OF AMS

12.1 TU Delft and Wageningen UR shall develop and implement the organizational structure of AMS as proposed in the Detailed Vision and Roadmap.

12.2 The Parties shall jointly develop and implement a consultative structure between representatives of the Parties with the purpose of enabling discussions about opportunities and challenges, and monitoring the progress on/adherence to Conditions, Milestones, Targets and Criteria as well as progress in general in accordance with the Detailed Vision and Roadmap. The Interface Manager will have a key role in this consultative structure. Parts of aforementioned structure and operational arrangements may be laid down in an Operational Arrangement (‘*huishoudelijk reglement*’), to be agreed upon by the Parties and subject to article 15.7.3.

12.3 TU Delft and Wageningen UR may incorporate or use a separate legal entity for the purpose of setting up and maintaining AMS, provided that such separate legal entity shall become a party to this Agreement. In case TU Delft and Wageningen UR

contemplate to transfer and assign their rights and obligations under and in connection with this Agreement to such separate legal entity, the City may make its consent to such transfer and assignment subject to certain conditions as to the solvability of such legal entity.

13. PEOPLE INVOLVED

Internationally renowned faculty/research groups/institutes at TU Delft, Wageningen UR and MIT shall assume responsibility for the content of the educational program, the research and valorization portfolio and the value platform activities of AMS, in close cooperation with principal investigators and researchers from other Consortium partners, as further detailed in Schedule 7.

14. CONDITION PRECEDENT FOR FINAL CONTRACT

14.1 Parties' rights and obligations under this Agreement are subject to the satisfaction of the following Condition Precedent (*opschortende voorwaarde*): In case of a consent procedure (*instemmingsprocedure*), the City Council having unconditionally approved this Agreement and the financing thereof, and/or in case of a requests and reservations procedure (*wensen- en bedenkingenprocedure*), the City Council not having voiced any requests or reservations in relation to this Agreement.

14.2 Each Party responsible for a Condition Precedent shall use reasonable efforts to cause the respective Condition Precedent to be fulfilled as soon as possible. The Condition Precedent is for the benefit of the City and may only be waived by the City in writing.

14.3 If the Condition Precedent have not have been satisfied or waived by 1 July 2014 (the "Long Stop Date"), any Party may by written notice to the other Party, terminate this Agreement, provided that such terminating Party is not in breach of its obligations under article 14.2.

14.4 In the event that this Agreement is terminated pursuant to article 14.3, this Agreement shall have no further effect with the exception of the provisions set forth in articles article 15.1 (Confidentiality) and article 15.9 (Choice of law) and article 15.10 (Disputes) which provisions shall survive any termination of this Agreement indefinitely.

14.5 In the event that this Agreement is terminated pursuant to article 14.3, the Parties waive any right to make a claim against each other and/or any of each other’s representatives, employees and advisors in relation to such termination, excluding any claims related to article 15.1.

15. MISCELLANEOUS PROVISIONS

15.1 Confidentiality

15.1.1 Each party shall safeguard the confidential nature of the confidential information and shall not disclose the confidential information to third parties without the prior written consent of the other party, except (a) to the extent required by applicable law, by any governmental authority or court, but in that case only after consultation with the other party about the timing and content of such disclosure; and (b) to its professional advisers subject to a duty of confidentiality.

15.1.2 Notwithstanding the foregoing, the contents of this Agreement may be made public by the City when this Agreement has been signed by the Parties.

15.2 Joint announcements

Parties shall determine the contents and timing of a joint press release and other public announcements in relation to this Agreement. Parties shall refrain from making any public statement or announcement as to the negotiations, the Memorandum of Understanding and this Agreement without having consulted on such statement or announcement with the other party.

15.3 Costs

Each party bears its own costs, expenses and any external advisor fees incurred in connection with the Design Contest and the transactions contemplated thereby, including preparing, drafting and negotiating the Consortium's proposal and to the extent applicable the Memorandum of Understanding and this Agreement.

15.4 No rescission

The Parties hereby waive their rights under Articles 6:265 to 6:272 inclusive of the Dutch Civil Code to rescind (*ontbinden*) or demand in legal proceedings the rescission (*ontbinding*), in whole or in part, of this Agreement.

15.5 Entire Agreement

This Agreement contains the entire agreement between the Parties relating to the subject matter covered hereby and supersedes any previous oral or written agreements, arrangements and understandings between the Parties.

15.6 Invalid provisions

In the event that a provision of this Agreement is null and void or unenforceable (either in whole or in part), the remainder of this Agreement shall continue to be effective to the extent that, given this Agreement's substance and purpose, such

remainder is not inextricably related to the null and void or unenforceable provision. The Parties shall make every effort to reach agreement on a new article which differs as little as possible from the null and void or unenforceable provision, taking into account the substance and purpose of this Agreement.

15.7 **No implied waiver; no forfeit of rights; amendment**

15.7.1 Any waiver under this Agreement must be given by notice to that effect.

15.7.2 Where a Party does not exercise any right under this Agreement (which shall include the granting by a Party to any other Party of an extension of time in which to perform its obligations under any provision hereof), this shall not be deemed to constitute a forfeit of any such rights (*rechtsverwerking*).

15.7.3 No amendment to this Agreement shall have any force or effect unless and until it is in writing and signed by the Parties and approved by the City Board after having obtain approval of the City Council to the extent required.

15.8 **Joint and several liability of TU Delft and Wageningen UR**

15.8.1 TU Delft and Wageningen UR are jointly and severally (*hoofdelijk*) liable for the performance of their obligations under this Agreement. Without prejudice to the joint and several liability of TU Delft and Wageningen UR under this Agreement, Parties agree that, in case of a payment obligation towards the City arising out of or in connection with this Agreement, TU Delft and Wageningen UR shall each pay – and the City shall recover from each of TU Delft and Wageningen UR - 50% of the aggregate amount of the City's claim against TU Delft and Wageningen UR.

15.8.2 The aggregate liability of TU Delft and Wageningen UR together for loss or damages of the City due to or in connection with this Agreement is limited to an amount equal to the City's in cash funding paid for the activities to which the loss or damages relate. The damages for which TU Delft and Wageningen UR may be held liable towards the City are to be determined in accordance with title 1, section 10 of book 6 of the Dutch Civil Code, but shall exclude any loss of profits (*gederfde winst*).

15.9 **Choice of law**

This Agreement and any other agreement resulting therefrom shall be exclusively governed by and construed in accordance with Dutch law.

15.10 **Disputes**

The Parties agree that any dispute arising in connection with this Agreement and any other agreement resulting therefrom shall be in the first instance resolved through mediation, and, in the case mediation fails, submitted to the exclusive jurisdiction of the competent court in Amsterdam.

Technische Universiteit Delft

_____

By:
Title: Chairman of the Executive Board

Wageningen University

_____

By:
Title: Vice Chairman of the Executive Board

Stichting Dienst Landbouwkundig Onderzoek

_____

By:
Title: Vice Chairman of the Executive Board

_____

By:
Title: Member of the Executive Board

Gemeente Amsterdam

_____

By: Carolien Gehrels
Title: Vice Mayor

Technische Universiteit Delft



By:
Title: Chairman of the Executive Board

Wageningen University



By:
Title: Vice Chairman of the Executive Board

Stichting Dienst Landbouwkundig Onderzoek



By:
Title: Vice Chairman of the Executive Board



By:
Title: Member of the Executive Board

Gemeente Amsterdam



By: Carolien Gehrels
Title: Vice Mayor

DE BURGEMEESTER VAN AMSTERDAM

Gelet op artikel 171 van de Gemeentewet dat bepaalt dat de burgemeester de gemeente in en buiten rechte vertegenwoordigt;

Gelet op het bepaalde in titel 3.3 van het Burgerlijk Wetboek regelende het verlenen van volmacht;

Overwegende dat het College van Burgemeester en Wethouders op 18 maart 2014 (registratienummer: BDA 2014 - .003202..) besloten heeft om een overeenkomst met TU Delft en Wageningen UR aan te gaan inzake de oprichting van het instituut Amsterdam Metropolitan Solutions over een periode van 10 jaar, waarvan de inhoud in uw vergadering van 11 februari 2014 (registratienummer: BDA 2014 – 001445) reeds is vastgesteld en voor verplichting in de raadsvergadering van 12 maart 2014 de financiering ter beschikking is gesteld (agendapunt 45).

Besluit:

Aan de wethouder Economische Zaken, mevrouw C.G. Gehrels, een volmacht te verlenen om namens hem de overeenkomst inzake de oprichting van het instituut Amsterdam Metropolitan Solutions tussen de gemeente Amsterdam en TU Delft en Wageningen UR te ondertekenen.

Amsterdam, 18 maart 2014

De burgemeester voornoemd,

[redacted]

E.E. van der Laan

Mandaat en Volmacht

Ondergetekenden,

[redacted] in de hoedanigheid van vice-voorzitter van het college van bestuur van Wageningen University en de Stichting Dienst Landbouwkundig Onderzoek (DLO),

en

[redacted] in de hoedanigheid van lid van het college van bestuur van Wageningen University en van de Stichting Dienst Landbouwkundig Onderzoek (DLO),

in aanmerking nemende dat Wageningen University en stichting DLO (gezamenlijk aangeduid als Wageningen UR) samen met de Technische Universiteit Delft een contract wensen te ondertekenen met de gemeente Amsterdam dat betrekking heeft op vorming van het Amsterdam Institute for Advanced Metropolitan Solutions (AMS) en de voorwaarden waaronder een en ander plaats zal vinden

verlenen hierbij volmacht aan:

[redacted] in de hoedanigheid van algemeen directeur van de kenniseenheid Environmental Science Group,

om in maart 2014 bovenvermeld contract in relatie tot de vorming van AMS te ondertekenen namens de colleges van bestuur van Wageningen University en de Stichting DLO.

Namens Wageningen University en de Stichting DLO,

[redacted]

[redacted]

SCHEDULE 1 - DEFINITIONS

Annual Budget Plan	the annual budget plan of each relevant calendar year, describing the funding needs of AMS, including the funding by the City, in order to realize the Detailed Vision, Roadmap and to meet Milestones and Targets of Schedule 2
Agreement	this agreement
AMS	Amsterdam Institute For Advanced Metropolitan Solutions
City	Gemeente Amsterdam
City Board	the city board (*College van Burgemeester en Wethouders*) of the City
City Council	the city council (*Gemeenteraad*) of the City
City Data	existing data gathered, compiled or managed by the City that is relevant to the value platform of AMS
City Experts	has the meaning ascribed thereto in article 5.1g(5.1g.ii)
Conditions	conditions to which the use of funding from the City is subject to, as set forth in Schedule 2
Condition Precedent	has the meaning ascribed thereto in article 14
Consortium	has the meaning ascribed thereto in recital A
Consortium Partner	has the meaning ascribed thereto in recital A
Core academic Consortium	TU Delft, MIT and Wageningen UR together
Core academic partner	TU Delft, MIT and Wageningen referred to individually
Criteria	criteria for the release of funding from the City as set forth in Schedule 2

Defaulting Party	has the meaning ascribed thereto in article 10.1.3
Design Contest	has the meaning ascribed thereto in recital A
Detailed Vision and Roadmap	the detailed vision and roadmap submitted on 6 September 2013 by the Consortium in the Design Contest
Expected Investments	are indicative figures for the contributions of the Consortium and the City to the educational program, research and valorization portfolio, value platform and AMS as a whole, resulting from the base scenario described in the Detailed Vision and Roadmap submitted by the Consortium in the Design Contest, included in Schedule 2 for illustrative purposes only
Funding Multiplier	has the meaning ascribed thereto in article 6
Interface Manager	has the meaning ascribed thereto in article 5.1b
Long Stop Date	has the meaning ascribed thereto in article 14.3
Material Deviation	has the meaning ascribed thereto in article 10.2
Memorandum of Understanding	has the meaning ascribed thereto in recital A
Milestones	specific targets, thresholds or objectives in relation to the educational program, research and valorization portfolio, value platform, that need to be reached to release future funding from the City in relation to the educational program, research and valorization portfolio, value platform or parts thereof, as set forth in Schedule 2
MIT	Massachusetts Institute of Technology
MOOC	massive open online courses
Non-Defaulting Party	has the meaning ascribed thereto in article 10.1.3
Remedy Period	has the meaning ascribed thereto in article 10.1.3
Party	TU Delft and Wageningen UR collectively, or the City,

	as the context may require
Remedy Plan	has the meaning ascribed thereto in article 10.2.1
Schedule	a Schedule to this Agreement
Targets	are intentions and ambitions of Parties in relation to AMS– a joint effort of which progress will be measured and steered upon, as set forth in Schedule 2
TU Delft	Technische Universiteit Delft
Wageningen UR	Wageningen University together with Stichting Dienst Landbouwkundig Onderzoek

SCHEDULE 2 - CONDITIONS, MILESTONES, TARGETS AND CRITERIA FOR CITY FUNDS

	Conditions	**Milestones**	**Targets**	**Criteria**	**Expected Investments**
EDUCATIONAL PROGRAM	Entrepreneurship is part of the curriculum of the new MSc in Metropolitan Solutions • Refund on basis of situation one year after the start of the new MSc in Metropolitan Solutions and in accordance with article 8 • Maximum refund amount is equal to the amount of funding from the City spent on the educational program Entrance of students into the MSc in Metropolitan Solutions is compliant with the strict quality demands of TU Delft and Wageningen UR [note 1] • Refund same as above AMS facilitates connection to the Amsterdam metropolitan area job market, including possibilities for in-company internships and research-	Start accredited MSc in Metropolitan Solutions in academic year 2016-2017 Bring first MOOC online in academic year 2015-2016 Have a number of students participating in the MSc in Metropolitan Solutions of more than 50 in academic year 2017-2018, 120 in 2019-2020, and 170 in 2021-2022	Have 200-250 talented students participating in the new MSc in Metropolitan Solutions in the academic year 2022-2023 Retain 50% of MSc alumni in the Amsterdam metropolitan area for at least two years after their MSc graduation – with AMS' effort focusing on the design and execution of the MSc and the City's contribution focusing on measures at the outflow of students	Funding by the City will be released in tranches upon reaching the Milestones Indicative figures for tranches associated with the Milestones are: • EUR 0.5 million: within 3 months of signing Final Contract • EUR 0.3 million: upon realizing accreditation of MSc degree in Metropolitan Solutions and a first MOOC before academic year 2016-2017 • EUR 0.95 million:	Expected Investments over the first ten-year period in the educational program is EUR 24.2 million, of which: • EUR 19.5 million in cash and/or in kind by the Consortium partners and/or third parties • EUR 4.7 million by the City The resulting expected Funding Multiplier over the first ten years period for the educational program is 4

	based thesis projects in the Amsterdam metropolitan area, and an annual employers market • Refund same as above	Initiate an alumni network from academic year 2018-2019	from AMS, including offering housing possibilities [note 2] Have 75% of research-based thesis projects in the new MSc in Metropolitan Solutions conducted in the Amsterdam metropolitan area and/or concern challenges in the Amsterdam metropolitan area Have >100,000 people following MOOCs (individual or the program as a whole) from all over the world over the period 2013-2022 Generate	upon enrollment of at least 50 students in academic year 2017-2018 • EUR 3.0 million: upon enrollment of at least 120 students and the initiation of an alumni network in academic year 2019-2020 Defining exact figures for tranches associated with the Milestones is part of the annual budgeting procedure of AMS set out in article 11.1c of this Agreement. Funding that is released per the above cannot be reclaimed for the reason that the subsequent Criterion or Milestone is not	

			30-70 start-ups by entrepreneurial AMS students in the Amsterdam metropolitan area over the period 2013-2022 Connect the successful students in the MOOC program to the second year MSc in Metropolitan Solutions by academic year 2019-2020, i.e. through the launch of a summer school	achieved.	
RESEARCH AND VALORIZATION PORTFOLIO [note 3]	The research and valorization portfolio has a Funding Multiplier of at least 3 over the first five-year period and a Funding Multiplier of at least 4 over the first ten-year period of AMS • On the basis of the research and valorization portfolio as a whole • On the basis of contributions confirmed in binding contracts by Consortium partners or third		Realize a number of researchers (PhD students, post-docs, researchers from applied research institutes, corporate researchers, principal investigators) working in the research and valorization portfolio	Funding by the City will be released for each research and valorization project/program when binding commitment(s) for co-funding for the specific project/program have	Expected Investments over the first ten-year period in the research and valorization portfolio is EUR 204 million, of which: • EUR 171 million in cash and/or in kind by the

	parties for the projects/ programs in the portfolio • Funding Multiplier includes cash and contributions in kind by the Consortium partners and third parties (e.g. other subsidies granted to AMS) • Each research and valorization project/program needs to be in accordance with the ground rules of AMS, as currently set forth in paragraph 3.1.2 of the Detailed Vision and Roadmap and free to amend by the TU Delft and Wageningen UR at any time • For each research and valorization project/program, arrangements on intellectual property (IP) between participants in the project/program need to be defined, in order to facilitate the use of IP that results from the project/program by the participants and/or third parties • The sum of the contributions of Consortium partners (in kind and cash), the contribution from the City and possible revenues may not be higher than the total costs of the project		of AMS of more than 40 in year 2016, more than 60 in 2018 and more than 80 in 2020, and a total of 100-150 in 2022 Realize an annual budget in the research and valorization portfolio of more than EUR 10 million in year 2016, more than EUR 15 m in 2018 and more than EUR 20 m in 2020, and a total of EUR 25-35 m in 2022 Realize 15-25 research and valorization projects by consortia of different sizes and shapes by 2022, in which a total of 30-50 public and private	been secured The amount of co-funding per project/program has no restrictions, other than the entire portfolio and AMS as a whole must adhere to the co-funding Conditions and Milestones set out in this Schedule 2 AMS periodically reports on adherence to this Criterion to the City as set out in article 10 of this agreement – AMS thus does not need to ask the City for upfront agreement for spending City funding on a project/program but is retrospectively accountable for adhering to the Criterion	Consortium partners and/or third parties • EUR 33 million by the City The resulting expected Funding Multiplier over the first ten-year period for the research and valorization portfolio is 5

	- o If this is the case before a project is started, the contribution from the City is reduced - o If this is the case after a project has started, the difference is made available for other research projects, at least to the degree of the City contribution in the project - Exceptions may be agreed on for projects/ programs that are of great value to AMS but require a contribution of the City that do not meet the above conditions - Maximum refund amount is equal to the amount of funding that the City has contributed in excess to the agreed maximum contribution pursuant to the applicable Funding Multiplier		partners participate, 20-40 of these being companies Realize 500-1,000 publications with AMS as the explicit affiliation of at least one of the authors over the period 2013-2022 Generate 10-15 spin-outs in the field of metropolitan solutions from research/ partners, facilitated by technology transfer offers and IP procedures of AMS over the period 2013-2022 Use all IP generated in AMS projects/programs by	AMS will only use funding from the City for research and valorization projects/programs that are for significant part conducted in the Amsterdam metropolitan area ("made in Amsterdam") and/or target challenges in the Amsterdam metropolitan area ("made for Amsterdam") AMS periodically reports on adherence to this Criterion to the City as set out in article 10 of this agreement – AMS thus does not need to ask the City for upfront agreement for spending City funding on a project/program but is retrospectively	

			project/program participants and/or third parties, unless there is a clear reason why this is not feasible or desirable (e.g. in case of a negative business case)	accountable for adhering to the Criterion. In case of doubt, AMS will agree upfront with the Interface Manager on the adherence to this Criterion for a specific project/program	
VALUE PLATFORM	Direct investments in the value platform have a Funding Multiplier of at least 0.67 over the first five-year period and a Funding Multiplier of at least 0.8 over the first ten-year period of AMS • On the basis of direct investments in the value platform as a whole, and • Excluding platform fees from research and valorization projects/ programs and other user fees • On the basis of contributions confirmed in binding contracts by the Consortium and/or other third parties to the value platform • Each value platform investment	For each infrastructural project in the value platform with costs in excess of EUR 0.5 million, AMS will make a Milestone plan in which the contribution of the City to the infrastructure building and operation is divided into annual and/or biennial tranches coupled to Milestones. This includes Milestones for the degree of use of the infrastructure	Realize a self-sustaining value platform with unique infrastructure, network, knowledge and experience that all research and valorization projects use or contribute to by 2022 Realize a global living lab network of 4-8 partner cities by 2022	Funding by the City will be released for each value platform infrastructure/activity when binding commitment(s) for co-funding for the specific infrastructure/activity have been secured The amount of co-funding per infrastructure/activity has no restrictions, other than that the entire value platform and AMS as a whole	The value platform is developed and maintained from direct investments and contributions from users. Users include the projects/programs in the research and valorization portfolio that have a contribution fee to the value platform Direct Expected Investment in the value platform for the first ten-year period is

	needs to fit with the scope of AMS as currently described in chapter 2 of the Detailed Vision and Roadmap and free to amend by the TU Delft and Wageningen UR at any time • Funding Multiplier includes in cash and contributions in kind by the Consortium partners and third parties (e.g. other subsidies granted to AMS) • Exceptions may be agreed on for activities that are of great value to AMS but require a contribution of the City that do not meet the above conditions • Maximum refund amount is equal to the amount of funding that the City has contributed in excess to the agreed maximum contribution pursuant to the applicable Funding Multiplier	by projects/programs in the research and valorization portfolio of AMS Realize a physical location for AMS with educational facilities and workspaces for researchers in Amsterdam by 2016 Have a design of the data infrastructure within one year after the start of AMS Realize essential data infrastructure by 2016 Have at least 50% of the research and valorization projects/ programs use and/or	Implement over 50% of the successfully piloted metropolitan solutions by the City which are developed by AMS and for which the City is a customer – implementation occurs in at least one City district [note 2] Secure housing opportunities (new or existing) for new and existing companies in the Amsterdam metropolitan area in the area of metropolitan solutions [note 2]	must adhere to the co-funding Conditions and Milestones set out in this Schedule 2 AMS periodically reports on adherence to this Criterion to the City as set out in article 11 of this agreement – AMS thus does not need to ask the City for upfront agreement for spending City funding on an infrastructure/activity but is retrospectively accountable for adhering to the Criterion Continued funding by the City for value platform infrastructures/ activities will be subject to achieving the Milestones set out in this Schedule 2	EUR 21.9 million, of which: • EUR 9.8 million in cash and/or in kind by the Consortium partners and/or third parties • EUR 12.1 million by the City The resulting expected Funding Multiplier over the first ten-year period for direct investments in the value platform is 0.8 Including contribution fees of research and valorization projects to the value platform, the expected Funding Multiplier over the first ten year period for the value platform is 2

		contribute to the AMS data infrastructure by 2018 Offer an incubator program to start-ups and spin-outs in the area of metropolitan solutions in the Amsterdam metropolitan area by 2017, making use of existing incubators and/or infrastructures		and the Milestones specified in the Milestone plan that are developed for each infrastructural project with costs in excess of EUR 0.5 million	

GENERAL	AMS as a whole (including educational program, research and valorization portfolio, and value platform) has a Funding Multiplier of at least 4 over the first ten-year period of AMS • On the basis of contributions confirmed in binding contracts by Consortium partners or third parties • Funding Multiplier includes cash and contributions in kind by the Consortium partners and third parties (e.g. other subsidies granted to AMS) • Exceptions may be agreed on for activities/ projects/ programs/ infrastructures that are of great value to AMS but require a contribution of the City that do not meet the above conditions • Maximum refund amount is equal to the amount of funding that the City has contributed in excess to the agreed maximum contribution pursuant to the applicable Funding Multiplier	Realize quick-start activities within one year after the start of AMS, including a first educational activity in Amsterdam and a first AMS research project Realize a Funding Multiplier for AMS as a whole of at least 2.5 over the first five-year period of AMS Realize a Funding Multiplier for AMS as a whole of at least 3.2 over the first eight-year period of AMS Realize a long term institution plan for AMS in 2022 for the period 2023-2033	Achieve good awareness of AMS among the population of Amsterdam and the Netherlands [note 2] Strengthen and complement the knowledge and research infrastructure in Amsterdam, and realize connections with other Amsterdam-based knowledge institutes (e.g. UvA, VU, NWO and KNAW) and other parties. Doubling of activities/ infrastructures in Amsterdam is avoided	Release of funding by the City is contingent to the Criteria defined for the educational program, the research and valorization portfolio and the value platform (see above)	Expected Investments over the first ten-year period in AMS as a whole is EUR 250 million, of which: • EUR 200 million in cash and/or in kind by the Consortium partners and/or third parties • EUR 50 million by the City (maximum) The resulting expected Funding Multiplier over first ten-year period for AMS as a whole is 4

		(next ten-year period), planning the continuity and further value creation of AMS			

Note 1: At TU Delft and Wageningen UR, admissions committees evaluate each MSc application, including relevance of BSc degree, grade point average of BSc, fluency in English, specific skills, and personal and academic motivation and experience.
Note 2: The City will have the primary responsibility to meet this particular target.
Note 3: AMS needs to approve each project internally. Each research and valorization project is required to (i) fit with the scope and use of and contribute to the value platform, (ii) leverage the knowledge of core academic partner(s), (iii) be scientifically sound, and (iv) have preapproved governance and IP arrangements that stimulate value creation – set out in the Detailed Vision and Roadmap (chapter 2).

SCHEDULE 3 - METHOD OF VALUATION OF CONTRIBUTIONS IN KIND TO AMS

Value of ***people*** contributed:

- Total cost price (using *integrale kosten systematiek*) of personnel, excluding profit margins, which is employed by the person's organization. Hourly or daily rates shall correspond to usual management practice of the organization provided that it reflects the actual working standards and shall correspond to the rates and terms used in subsidy schemes from AgentschapNL. All rates shall be based upon auditable data.

Value of ***infrastructure, facilities and equipment*** contributed:

- Donated to institute, newly built/purchased:
    - Commercially available: listed value of the infrastructure, facilities and equipment
    - Not commercially available: total costs based on the design, development and construction of the infrastructure, facility and/or equipment
- Donated to institute, existing: book value that is employed by the organization that contributes the infrastructure, facility and/or equipment
- Owned by partner (existing or new): total cost rates, excluding profit margins, which is employed by the organization that owns the infrastructure, facility or equipment – contribution rises in line with the occupancy of the infrastructure, facility or equipment by AMS
- Value of infrastructure, facilities and equipment will not be included if it has already been included in the value of people contributed (e.g. via *integrale kosten systematiek*)

Value of ***materials and consumables*** contributed:

- Commercially available: listed value of the material/consumable
- Not commercially available: internal rate for the material/consumable if available, otherwise total cost price for the making of the material/consumable

Value of ***educational material*** (e.g. cases, online courses, etc.) contributed

- Commercially available: listed value of the educational material
- Not commercially available: internal rate for the material if available, otherwise customized valuation on the basis of the costs that the development of the educational material incurred and on its breadth of application (i.e. ability for broader use outside AMS results in a smaller valuation)

Value of ***software*** contributed

- Commercially available: license fee for use of software
- Not commercially available: internal rate for the software if available, otherwise customized valuation on the basis of the costs that the development of the software incurred and on its breadth of application

Value of ***data*** contributed:

- Commercially available and precedent for value: market price for the data

- Not commercially available or no precedent for value: internal rate for the data if available, otherwise customized valuation on the basis of the costs that the obtaining and offering of the data incurred and on its breadth of application

Value of ***intellectual property*** contributed:
- Commercially available and license fee precedent: license fee for the intellectual property
- Not commercially available or no license fee precedent: customized valuation on the basis of the costs that the development of the intellectual property incurred and on its breadth of application

Value of ***expertise*** contributed:
- Unique and/or crucial for success: customized valuation on the basis of the costs that the development of the expertise incurred and on its breadth of application (valuation is always aligned with Interface Manager as set out in article 4.2.2)
- Neither unique nor crucial for success or if already included in *integrale kosten systematiek*: no value above the value of people contributed, which is assumed to reflect their experience and expertise

Value of ***services*** contributed (a service typically consists of a combination of the contributions above, in which these contributions cannot be individually ascertained):
- Commercially available: listed value of the service

A contribution in kind can also be a part of the costs for one of the contributions described above. The contribution in kind is then calculated as the difference between the value contributed by the organization and the payment it receives from AMS for its contribution.

Fair and reasonable
Valuation of a contribution in kind will be fair and reasonable, and double counting will be avoided:
- *Fair values:* Listed values, market prices and license fees are on the basis of prices charged to not-for-profit organizations like the TU Delft and Wageningen UR, and include actual and common discounts such as bulk prices
- *No double counting:* There is potential double counting of contributions/costs through e.g. using total cost price (typically containing housing and overhead costs) for personnel and separately accounting for the costs of e.g. infrastructure or facilities. In the Growth phase of AMS, the housing in Amsterdam and AMS overhead are not expected to be part of any total cost price for personnel from one of the partners, as such personnel will keep a base at the partner's premises outside AMS. If AMS develops into a state where specific researchers are primarily based in the AMS housing in Amsterdam and primarily work for AMS, (part of) AMS housing and overhead costs may become part of the total cost price of these researchers. This will be monitored and valuation/costing adjusted accordingly when needed to avoid such double counting
- *Explainable:* Valuation of a partner's contribution in kind must be explainable to other partners that contribute to the specific project/program/activity as well as to the City, while

respecting each partner's confidentiality policies. Disputes regarding these valuations may be resolved as set out in article 15.10

- *Reassessment:* The method of valuation of in kind contributions will be re-assessed in the year 5 and year 8 review of AMS as set out in article 11.1d

SCHEDULE 4 - THE DETAILED VISION AND ROADMAP

The Detailed Vision and Roadmap is incorporated by reference into this Agreement

SCHEDULE 5 - LETTERS OF COMMITMENT MIT

[redacted]
Vice President
Bruno Rossi Professor of Physics

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

77 Massachusetts Avenue, Building 4-205A
Cambridge, Massachusetts 02139-4307
Phone [redacted]
Fax 617-253-5855

February 7, 2014

[redacted]
President of Delft University of Technology
PO Box 5
2600 AA Delft
The Netherlands

Re: Amsterdam Metropolitan Solutions | implementation phase

Dear President [redacted]

With this letter, we wish to confirm MIT's continued interest in the AMS Institute initiative led by the Delft University of Technology and Wageningen UR and to outline the scope of our intended possible contributions thereto.

In the course of the past months, TU Delft and Wageningen UR's plans for AMS have developed into a detailed roadmap, outlining the steps, milestones, and possible funding model. These plans were transferred into a Memorandum of Understanding, signed between the City of Amsterdam, TU Delft, and Wageningen UR on 18 December 2013. The City of Amsterdam has recently received TU Delft and Wageningen's definitive version of the Final Contract, to be signed by the City of Amsterdam on or about 12 February 2014.

MIT greatly anticipates the opportunity to work with TU Delft and Wageningen as one of three core academic partners in the development of AMS Institute as a new center of excellence in education and research in the field of advanced urbanism in Amsterdam. We are proud to have contributed insight and experience to the collaborative vision and planning.

Leading MIT's participation will be Professor [redacted] the Director of the SENSEable City Laboratory in the School of Architecture and Planning with the participation of Professor [redacted] from the Department of Urban Studies and Planning (DUSP) and Professor [redacted] from Computer Science and Artificial Intelligence Laboratory (CSAIL). Other faculty identified to be part of the operative phase of AMS include Professor [redacted] from Civil Engineering and Professor [redacted] from Engineering Systems Division (ESD).

TU Delft, Wageningen UR and MIT participation in AMS will stem from multiple faculties, research institutes, and the associated leading principal investigators. MIT anticipates that its participation in AMS's operative phase will commence in the spring of 2014 and that its focus will be threefold:

a. *Educational program:* TU Delft and Wageningen UR are responsible for the educational program of AMS and the award of Dutch MSc degrees. MIT will contribute to the educational program through daylong workshops and seminars during visits by or on behalf of MIT to Amsterdam, through research end-projects for students, and through participation in an educational advisory body. MIT has extensive expertise in shaping blended and online learning.

b. *Research and valorization portfolio:* A team of MIT principal investigators will be involved with Wageningen UR and TU Delft in AMS research related to the City of Amsterdam. The collaborative research will be carried out through student and researcher exchanges in both directions. Principal investigators from the core academic partners will work closely together in the research, presenting workshops and conducting site visits. Every project conducted in the research and valorization portfolio will include at least one of the core academic partners.

c. *Value platform:* TU Delft and Wageningen UR will participate in the value platform offer. MIT aims to play an important role in the development of the value platform, with a focus on the digital value platform software. MIT plans to use its extensive experience in the development of software platforms for managing large amounts of real-time data in cities (*Urban Big Data*), utilizing the knowledge of its internationally leading SENSEable City Lab and its Computer Science and Artificial Intelligence Laboratory leveraging MIT's experiences in Boston and other major cities worldwide.

MIT is ready to participate in planning AMS's operative phase with Delft, Wageningen and the industrial partners over the next two months. MIT's activities in support of the AMS Institute Initiative following the planning phase will be determined as sufficient funds become available to support the core academic partners' efforts and will be documented through mutually acceptable agreements and statements of work.

We look forward to being a part of the successful implementation and operation of the AMS Institute and its future activities.

Sincerely yours,



SCHEDULE 6 - LETTERS OF COMMITMENT CONSORTIUM PARTNERS

The table below provides a summary of the intended contributions of Consortium partners as depicted in their letters. The table below describes the status on January 28, 2014.

INTENDED CONTRIBITIONS OF CONSORTIUM PARTNERS IN THEIR LETTERS OF COMMITMENT

Consortium partner	Intended maximum contribution over 10-year period [EUR million]
Core academic partners	40
TU Delft	*20*
Wageningen UR	*20*
MIT	*Qualitative*
Other knowledge institutes	*Qualitative*
Amsterdam Smart City	*Qualitative*
City of Boston	*Qualitative*
ESA	*Qualitative*
Waag Society	*Qualitative*
Private partners	36-50**
Accenture	*1-5*
Alliander	*5**
Cisco	*Qualitative*
IBM	*Qualitative*
KPN	*2.5**
Shell	*10-20****
TNO	*10*
Waternet	*Qualitative*
Total	76-90**

* For the first 5 years

** Includes a linear extrapolation to 10-year period for those parties that indicated their commitment over the first 5 years only

*** Partly in cash

SCHEDULE 7 - PEOPLE INVOLVED

- *Education:* TU Delft and Wageningen UR teaching staff perform teaching activities from the AMS educational facility and from Delft and Wageningen. They spend part of their time in Amsterdam where they interact with AMS MSc students in courses, projects, workshops and seminars. MIT principal investigators give daylong workshops and seminars in Amsterdam and are involved in designing the educational program
- *Research and valorization portfolio:*
    - Leading principal investigators from TU Delft, Wageningen UR, MIT and other Consortium partners are involved part-time. Based on the needs of the research project/program, they spend part of their time in Amsterdam, leveraging their knowledge, experience and networks gained from all over the world. AMS foresees dozens of leading principal investigators to be involved part-time
    - Senior researchers, post-docs, PhD students/junior researchers and technicians from the Consortium partners perform the day-to-day research work at AMS, led by experienced associate and assistant professors. They cover about 90% of the AMS research staff, aimed to grow to over 100 researchers. They typically spend part of their time at AMS in Amsterdam using the city as a living lab and everything else AMS has to offer, and spend part of their time at the Consortium partner that employs them to leverage the knowledge, facilities and other resources present there. A minority of them will not have a significant presence in Amsterdam, for example working from MIT in Boston and only visiting Amsterdam several days per year – these people, however, always work on topics related to challenges and opportunities for the City or work as an integral and necessary part of a project/program for which other researchers do spend a significant part of their time in Amsterdam
- *Value platform:* The design, development and operation of the value platform involves different types of people from the Consortium partners, including principal investigators, post-docs/senior researchers, PhD students/junior researchers, technicians, and a variety of support staff. AMS infrastructures and facilities in the value platform are mainly realized in the Amsterdam metropolitan area, and the people operating these are based in Amsterdam – as is most of the support staff. The design and development of the value platform is partly executed from the headquarters of the Consortium partners

TU Delft, Wageningen UR and MIT make the full breadth of their expertise base available to AMS, covering multiple faculties, research institutes, and the associated leading principal investigators. AMS' model is based on continuous development of the research portfolio and value platform offer, proposed by the Consortium partners and with AMS supporting only promising proposals. Different faculties, institutes, departments and staff from the Consortium partners will thus be involved over time. For illustrative purposes, some examples (non-exhaustive) of such faculty/research group/institute members from the Core academic partners that are committed to and expected to participate in AMS are presented below.

- [redacted] is professor of Environmental Design & Technology in the Faculty of Architecture. His chair concentrates on research, design, development and integration of proven and promising techniques, infrastructures and interfaces for a sustainable, comfortable and healthy urban environment

- [redacted] is affiliated with Wageningen University as professor of Meteorology and as chair of the Meteorology and Air Quality (MAQ) Department since May 1999. Bert has a broad interest in meteorology and as such he has advised many PhD and MSc students on a variety of subjects. His particular interest is advancing the knowledge of the atmospheric boundary layer, the further understanding of the complex atmosphere-land interactions, and application of these insights to weather, climate and human comfort in urban areas

- [redacted]**:** [redacted] is a civil engineer and architect who teaches at the Massachusetts Institute of Technology. He directs the SENSEable City Laboratory, which is a scientific leader in a new approach to the study of the built environment through the deployment of sensors and handheld electronics

- [redacted] is the Leventhal Professor of Urban Design and Planning at MIT, where he is chair of the Masters in City Planning program. His practice and research focuses on the transformation of cities. He is an expert on the application of digital technology to city design and has designed large-scale media oriented cities and industrial clusters

- [redacted] is professor in Environment and Water Technology at Wageningen University. He has started and led applied research groups in biotechnological removal of hazardous organic chemicals in water, groundwater, and sediments at the Netherlands Organization for Applied Scientific Research (TNO) and Deltares (1994-2009). He was scientific director of a TNO-WU joint research initiative on groundwater bioremediation from 1995-2005, supporting 20 PhDs and post-docs

- [redacted] is professor in Environmental Biotechnology in the Faculty of Life Sciences. The Environmental Biotechnology group aims at developing and improving mixed culture bioprocesses for waste treatment and product formation. For this purpose, microbial ecosystems are studied at all levels ranging from molecule to full-scale bioprocesses

- [redacted] is professor in Engineering Systems Design in Energy and Industry in the Faculty of Technology, Policy and Management. The focus is the design, construction, maintenance and operation of energy infrastructures (smartgrids, oil and gas, heat) under uncertainty. She is Director of the Delft Energy Initiative

- [redacted] is one of the Netherlands' experts on the impacts of climate change.

[redacted] is the chairman of the Knowledge for Climate research program and vice chairman of the Climate Changes Spatial Planning program. He is chair of Climate and Water at Wageningen University, is director of the Wageningen University climate program, and is part-time chair of Societal Impacts of Climate Change at the Institute of Environmental Studies of the VU University Amsterdam

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SCHEDULE 8 - PROJECTED CONTRIBUTIONS FROM CURRENT AND FUTURE CONSORTIUM PARTNERS AND OTHER FUNDING PROVIDERS

The table below describes the projected contributions from current and future Consortium partners and funding sources, based upon the scenario provided in the Detailed Vision and Roadmap.

PROJECTED CONSTRIBUTIONS ACCORDING TO SCENARIO DESCRIBED IN DETAILED VISION AND ROADMAP

Total [EUR million] (incl. research component of platform fee contributions)

Academic year	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Cumulative		Multiplier
Core academic partners	0,3	0,7	1,8	2,5	3,3	4,3	5,1	5,8	6,4	6,6	36,9	*15%*	**4,0**
Other knowledge institutes	0,1	0,5	0,6	1,1	1,2	1,4	2,2	2,4	2,5	2,5	14,6	*6%*	
Private parties	1,2	2,6	5,6	7,1	8,3	10,0	10,9	12,1	13,4	13,9	85,1	*34%*	
Other funding providers	0,8	1,7	3,7	4,7	5,5	6,7	8,0	8,8	11,5	12,1	63,4	*25%*	
City of Amsterdam	1,0	3,5	5,0	5,7	6,2	7,0	5,9	6,4	4,9	4,5	50,0	*20%*	
Total	3,4	8,9	16,8	21,1	24,4	29,4	32,1	35,5	38,8	39,5	250,0	*100%*	

Education [EUR million]

Academic year	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Cumulative		Multiplier
Core academic partners	0,1	0,2	0,7	1,0	1,6	2,3	2,9	3,4	3,7	3,8	19,4	*81%*	**4,1**
Other knowledge institutes											0,0		
Private parties											0,0		
Other funding providers											0,0		
City of Amsterdam	0,1	0,2	0,3	0,3	0,4	0,5	0,7	0,7	0,8	0,8	4,7	*19%*	
Total	0,2	0,3	0,9	1,2	2,0	2,8	3,5	4,1	4,5	4,6	24,2	*100%*	

Research and valorization portfolio [EUR million] (including platform fees)

Academic year	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Cumulative		Multiplier
Core academic partners	0,2	0,4	1,1	1,3	1,6	1,9	2,1	2,4	2,7	2,8	16,5	*8%*	**5,1**
Other knowledge institutes	0,1	0,2	0,3	0,8	0,9	1,1	1,9	2,1	2,3	2,5	12,1	*6%*	
Private parties	1,1	2,1	5,2	6,4	7,6	9,4	10,5	11,6	13,2	13,9	80,9	*40%*	
Other funding providers	0,7	1,3	3,5	4,3	5,1	6,4	7,7	8,6	11,4	12,1	61,2	*30%*	
City of Amsterdam	0,6	1,3	3,1	3,4	4,0	4,9	4,1	4,6	3,5	3,7	33,2	*16%*	
Total	2,7	5,3	13,1	16,2	19,2	23,8	26,3	29,3	33,1	35,0	203,9	*100%*	

Value platform [EUR million] (direct investments, excluding platform fees from the research and valorization portfolio)

Academic year	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Cumulative		Multiplier
Core academic partners	0,0	0,1	0,1	0,2	0,2	0,1	0,1	0,1	0,1	0,0	1,0	*4%*	**0,8**
Other knowledge institutes	0,1	0,3	0,3	0,4	0,3	0,3	0,3	0,3	0,2	0,0	2,5	*11%*	
Private parties	0,1	0,6	0,5	0,7	0,6	0,6	0,5	0,4	0,2	0,0	4,2	*19%*	
Other funding providers	0,1	0,3	0,3	0,4	0,3	0,3	0,2	0,2	0,1	0,0	2,2	*10%*	
City of Amsterdam	0,3	2,0	1,6	2,0	1,8	1,6	1,1	1,1	0,6	0,0	12,1	*55%*	
Total	0,5	3,3	2,7	3,7	3,2	2,8	2,3	2,2	1,2	0,0	21,9	*100%*	