June 2026

INNO-CCUS
Carbon capture, utilisation and storage

# INNO-CCUS

# Partnership Agreement

**Between:**

| **Knowledge Institutions** |
|---|
| Danmarks Tekniske Universitet<br>Anker Engelundsvej 101A<br>2800 Kongens Lyngby<br>CVR: 30060946 |
| Aalborg Universitet<br>Frederik Bajers Vej 7K<br>9220 Aalborg Ø<br>CVR: 29102384 |
| Aarhus Universitet<br>Nordre Ringgade 1<br>8000 Aarhus C<br>CVR: 31119103 |
| Copenhagen Business School<br>Solbjerg Plads 3<br>2000 Frederiksberg<br>CVR: 19596915 |
| GEUS, De Nationale Geologiske Undersøgelser for Danmark og Grønland<br>Øster Voldgade 10<br>1350 København K<br>CVR: 55145016 |
| Københavns Universitet<br>Nørregade 10<br>1165 København K<br>CVR: 29979812 |
| Royal Danish Academy<br>Philip de Langes Allé 10<br>1435 Copenhagen K<br>CVR: 18975734 |
| Teknologisk Institut<br>Gregersensvej 1<br>2630 Taastrup<br>CVR: 56976116 |

| **National Cluster Organisations** |
| --- |
| Clean Cluster<br>Nørre Havnegade 43<br>6400 Sønderborg<br>CVR: 29727538 |
| We Build Denmark<br>Liljens Kvt. 2<br>2620 Albertslund<br>CVR: 41857331 |
| **Private Enterprises (Danish)** |
| Agrolab<br>Store Landevej 14<br>5580 Nørre Aaby<br>CVR: 30344820 |
| BioCirc Group ApS<br>Nyvang 16<br>5500 Middelfart<br>CVR: 43305077 |
| Biogas Thy<br>Løvevej 5<br>7700 Thisted<br>CVR: 43321277 |
| Bollinger + Grohmann Engineers<br>Gammel Kongevej 131 B, st.<br>1850 Frederiksberg C<br>CVR: 44496623 |
| BRIPA ApS<br>Marienbergvej 111A<br>4760 Vordingborg<br>CVR: 37389544 |
| Bureau Veritas<br>Oldenborggade 25-31<br>7000 Fredericia<br>CVR: 16930431 |
| CarbonCuts<br>Lyngbyvej 2<br>Videnshuset<br>2100 Copenhagen K<br>CVR: 43461370 |
| CEBRA A/S, Arkitekter MAA<br>Vesterbro Torv 3<br>8000 Aarhus C<br>CVR: 26686407 |
| Climate Solutions ApS (Ikkaton ApS)<br>Bernstorffsvej 193B<br>2920 Charlottenlund<br>CVR: 39297116 |
| CO2Laborate<br>Frederikssundsvej 14 B 2 th |

| |
|---|
| 2400 Copenhagen NV<br>CVR: 44788187 |
| CONCITO<br>Læderstræde 20<br>1201 Copenhagen<br>CVR: 31679001 |
| CRH Products<br>Vestergade 25, Dåstrup<br>4130 Viby Sjælland<br>CVR: 10019958 |
| Dansk Skovforening<br>Raadhuspladsen 16, 4<br>1550 Copenhagen V<br>CVR: 59198513 |
| ECA Engineering Aps<br>Kong Eriks Vej 5<br>9000 Aalborg<br>CVR: 39177706 |
| EMD International<br>Niels Jernes Vej 10<br>9220 Aalborg<br>CVR: 27491529 |
| Fuller Technologies Denmark A/S<br>Scandiagade 8, 4.<br>2450 København SV<br>CVR: 19094308 |
| Gas Storage Denmark<br>Merløsevej 1B<br>4296 Nyrup<br>CVR: 29851247 |
| Green Protein ApS<br>Holstebrovej 101<br>Vejrum<br>7650 Hjerm<br>CVR: 36698497 |
| Hafnium Labs ApS<br>Vestergade 16<br>1456 Copenhagen K<br>CVR: 39427273 |
| Hedeselskabet<br>Klostermarken 12<br>8800 Viborg<br>CVR: 42344613 |
| Hjorthede Planteskole<br>Tukaervej 12<br>8850 Bjerringbro<br>CVR: 10086558 |
| Innargi A/S<br>Amerika Plads 29<br>2100 Copenhagen Ø<br>CVR: 39183056 |

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|---|
| Klimafonden Skive<br>Kåstrupvej 22<br>7860 Spøttrup<br>CVR: 33599056 |
| Klimaskovfonden<br>Toftebakken 9<br>4000 Roskilde<br>CVR: 37719269 |
| Mettler-Toledo A/S<br>Teglbækvej 16<br>8361 Hasselager<br>CVR: 16221341 |
| Novonesis<br>Biologiens Vej 2<br>2800 Lyngby<br>CVR: 30919246 |
| PFA Pension<br>Sundkrogsgade 4<br>2100 Copenhagen Ø<br>CVR: 13594376 |
| PMH PLAST ApS<br>Hammersholt Erhvervspark 26<br>3400 Hillerød<br>CVR: 35825053 |
| Pond A/S<br>Balticagade 24<br>8000 Aarhus C<br>CVR: 39184567 |
| R&R Consult<br>Sohngårdsholmsvej 2, 3<br>9000 Aalborg<br>CVR: 15704047 |
| Rock Flour Company ApS<br>Corkgade 2<br>2150 Nordhavn<br>CVR: 43867008 |
| ShipTown<br>Røjborgvej 31<br>7000 Fredericia<br>CVR: 44265753 |
| Stiesdal SkyClean A/S<br>Vejlevej 270<br>7323 Give<br>CVR: 40630554 |
| Sunstones Aps<br>INCUBA Navitas, Inge Lehmanns Gade 10<br>8000 Aarhus<br>CVR: 44268434 |
| The Carbon Removers<br>Klintholmvej 34<br>5500 Middelfart |

| |
|---|
| CVR: 45585549 |
| Thisted Kommune<br>Asylgade 30<br>7700 Thisted<br>CVR: 29189560 |
| TotalEnergies Upstream Denmark A/S<br>Amerikas Plads 29<br>2100 Copenhagen Ø<br>CVR: 39403706 |
| Vandkunsten Architects<br>Krudtløbsvej 14<br>1439 København K<br>CVR: 25507886 |
| Vestjyllands Andel<br>Vester Kær 16<br>6950 Ringkøbing<br>CVR: 61729615 |
| **International Enterprises and Organisations** |
| Bundesanstalt für Geowissenschaften und Rohstoffe<br>Stilleweg 2<br>30655 Hannover<br>Germany<br>VAT: DE811289832 |
| By Nature<br>Sognsveien 127B<br>8550 Oslo<br>Norway<br>VAT: 913191919 |
| CASP<br>West Building, Madingley Rise<br>Madingley Road<br>Cambridge, CB30ud,<br>United Kingdom<br>VAT: GB 636901531 |
| Equinor ASA<br>Forusbeen 50,Forus<br>Norway<br>VAT: 923609016 |
| Mannok Cement Limited<br>Scothctown<br>Ballyconnel, County Cavan<br>Ireland<br>VAT: IE320388 |
| Oath Inc<br>505 Coastal Boulevard South<br>La Jolla, CA 92037<br>United States<br>VAT: |
| RepAir DAC LTD<br>3 Harimon |

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|---|
| 1925000 Mevo Carmel<br>Israel<br>VAT: 516270352 |
| Stichting PDC Research Foundation<br>Paardeweide 7<br>Breda<br>Netherlands<br>VAT: NL859088170B01 |
| Sveriges Geologisk Undersøkelser<br>Kiliansgatan 10<br>223 50 Lund<br>Sweden<br>VAT: SE20210025801 |
| University of Gothenburg<br>Medicinaregatan 7B<br>41262 Gothenburg<br>Sweden<br>VAT: SE202100315301 |
| University of Oslo<br>P.O. Box 1047 Blindern<br>NO-0316 Oslo<br>Norway<br>VAT: 971035854 |
| VALMET Oyj<br>Leilasatama 5 / PO Box 11<br>Espoo<br>Finland<br>VAT: FI25530198 |
| ZeroEx Gmbh<br>Kaufingerstraße 24<br>c/o Unicorn<br>Munich<br>Germany<br>VAT: DE342145825 |

This Partnership Agreement is entered into by and between the entities listed above (each a "Party", and together the "Parties").

# 1. Definitions

"Accession Form": The agreement by which new Parties accede to inter alia this Partnership Agreement.

"Administrator": The legal entity that, in accordance with the terms of the Investment Agreements with Innovation Fund Denmark (IFD), undertakes a range of practical functions related to the Partnership's management and disbursement of the investment amount, cf. Clauses 5.16 – 5.17.

"Board of Directors": The Board of Directors established by the Partnership, elected at the Partnership's General Assembly or appointed in accordance with provisions in this Partnership Agreement, and which is authorised to make decisions on the allocation and termination of Projects and to execute strategic leadership of the Partnership, cf. Clauses 5.3 – 5.10.

"Coordinator": The legal entity representing the Partnership who enters into Investment Agreements with Innovation Fund Denmark, and who enters into Project Agreements with Project Participants, cf. Clause 5.15.

"Funding Agency": Innovation Fund Denmark (IFD) or other granting authority funding activities and Projects under the Partnership.

"General Assembly": The aggregate of voting Partners exercising influence over the composition of the Board of Directors, cf. Clauses 5.11.

"Funding Agreement" or "Investment Agreement": The agreement entered into between the Coordinator and IFD or other Funding Agencies relating to the implementation of the Partnership activities in which IFD or other Funding Agencies invest.

"Innovation Fund Denmark" or "IFD": The Innovation Fund Denmark established by the Minister for Higher Education and Science pursuant to the Act on the Innovation Fund Denmark no. 306 as of 29 March 2014 as subsequently amended.

"Original Investment Agreement": The Investment Agreement with file No. 1150-00002B entered into by the Innovation Fund Denmark and the Original Partnership Participants with effect of 01 June 2022.

"Original Partnership Participant": A legal entity participating in the Partnership having signed or acceded to the Original Investment Agreement and to the Original Partnership Agreement either as a Partnership Partner or a Partnership Contributor.

"Original Partnership Agreement": The agreement with the title "Partnership Agreement Innomission 1" in effect as of 15 May 2022 and signed or acceded to by the Original Partnership Participants governing their collaboration in the Partnership as defined by the Original Investment Agreement.

"Partnership": One of the four Innomission Partnerships, INNO-CCUS, MissionGreenFuels, AgriFoodTure or TRACE, established in connection with the 'Call for mission-driven green research and innovation Partnerships' in Fall 2021. In this Agreement, "Partnership" refers to the INNO-CCUS Partnership.

"Partnership Agreement" or the "Agreement": This agreement and appendices thereto between the Parties governing rights and obligations in relation to the Partnership.

"Partnership Contributor" or "Contributor": A Party having signed or acceded to this Agreement with the status of Partnership Contributor cf. Clause 4.4.

"Partnership Director": The person appointed by the Board of Directors to conduct daily management of the Partnership and be responsible for the implementation of Board of Directors' decisions, cf. Clause 5.12.

"Partnership Participant" or "Participant": A Party having signed or acceded to this Partnership Agreement either as a Partnership Partner or as a Partnership Contributor.

"Partnership Partner" or "Partner": A Party having signed or acceded to this Partnership Agreement with the status of Partnership Partner cf. Clause 4.4.

"Project": a specific research and innovation project funded by the Partnership's investment.

"Project Agreement": The agreement on financing and implementation of a specific Project entered between the Coordinator on behalf of the Partnership and one or more Project Participants. The agreement must describe which activities are funded and the terms for the investment.

"Project Participant": A Party participating in a Project receiving funding from the Partnership.

# 2. Background and purpose

2.1. The Parties are Participants in the INNO-CCUS Partnership, which is established as a long-term, mission-driven collaboration intended to support research, innovation, demonstration and related activities within carbon capture, utilisation, and storage (CCUS) in Denmark and internationally, where relevant.

2.2. The Partnership was initiated under the Innomission Program of Innovation Fund Denmark with an initial grant of DKK 201,650,000 regulated by the Original Investment Agreement entered into by the Original Partnership Participants in 2022.

2.3. The Partnership is designed to operate across multiple funding periods and funding sources. This Agreement constitutes the overarching common framework for collaboration among the Parties for Projects and activities funded under Investment Agreements entered into from 2023 and onwards. It supplements the Original Partnership Agreement, which remains in force and continues to apply to Projects and Participants funded under the Original Investment Agreement.

2.4. Notwithstanding this dual contractual framework, INNO-CCUS constitutes one single partnership with a common mission, shared strategic objectives, and a unified governance structure, including one Board of Directors. The existence of parallel Partnership Agreements shall not affect the validity or enforceability of this Agreement between the Parties hereto.

2.5. For any activity or Project financed under a specific Funding Agreement, the terms and conditions of that Funding Agreement, and the Partnership Agreement linked thereto, shall apply. In the event of any inconsistency between this Agreement and a Funding Agreement applicable to a specific Project or activity, the relevant Funding Agreement shall prevail for the purposes of that Project or activity.

2.6. The purpose of this Agreement is to establish a stable, flexible and legally coherent framework for cooperation within the Partnership, including:

a) principles for collaboration and participation;
b) governance, decision-making and representation;
c) admission of new Partnership Participants;
d) coordination of activities and Projects across different funding sources; and
e) general principles on knowledge-sharing, confidentiality and liability.

This Agreement does not in itself confer any right to funding.

2.7. Neither Innovation Fund Denmark nor any other Funding Agency are parties to this Agreement or assume any obligations or liability hereunder.

2.8. Nothing in this Agreement shall be construed as establishing a legal entity, joint venture, or partnership in any legal sense.

# 3. Rights and obligations of the Parties

3.1. The Parties acknowledge the mission-driven nature of the Partnership and shall, within the scope of their respective roles, resources and legitimate organisational interests, contribute in good faith to the activities and objectives of the Partnership.

3.2. Such contributions may include, as relevant:

a) participation in Partnership meetings, workshops and events;
b) contribution to knowledge sharing, dialogue and joint learning activities;
c) engagement in Projects, where applicable, in accordance with the relevant Project Agreement; and
d) constructive cooperation with the Board of Directors, the Administrator and other Parties.

3.3. Nothing in this Agreement obliges a Party to disclose confidential information, background knowledge, intellectual property, trade secrets or other information.

3.4. Except as expressly set out in this Agreement, no Party shall be required to undertake specific activities or participate in specific Projects solely by virtue of being a Party to this Agreement.

3.5. Rights and obligations relating to specific funded activities or Projects under the Partnership, shall rise from this Agreement, the Innomission Guidelines, and the relevant Project Agreements, in accordance with the applicable Funding Agreement.

# 4. Forms of participation

4.1. Participation in the Partnership is subject to the categories of participation set out in Appendix 2 (Categories of Partnership Participation). The detailed rights and obligations associated with each category shall be governed by Appendix 2, as amended from time to time by the Board of Directors in accordance with this Agreement.

4.2. All legal entities participating in INNO-CCUS funded Projects must be Parties to this Agreement at the time of their Project participation and for the duration thereof. Any Project Participant that is

not already a Party to this Agreement shall accede to the Agreement by signing an Accession Form (Appendix 1) approved by the Board of Directors as a condition for participation in a Project.

4.3. The Parties authorize the Chairman of the Board of Directors and the Partnership Director to jointly sign Accession Forms by which new Participants become Parties to this Agreement.

4.4. Upon admission to the Partnership, a Party shall choose to join as either a Partnership Partner or a Partnership Contributor as detailed in Appendix 2.

4.5. Each Participant shall designate a representative who shall act as a contact person for communication with the INNO-OCUS secretariat.

4.6. Upon completion of a Project, the Project Participants shall cease to participate in the Partnership and to be a Party to this Agreement unless participating in another active Project.

4.7. Where a Partys participation terminates following the completion of a Project, such termination shall take effect no later than the last day of the month preceding the second General Assembly held after approval of the final report for the Project in which the Party has participated. Notwithstanding the foregoing, any former Party may choose to continue its affiliation with the INNO-CCUS Partnership as a Partnership Member, in accordance with Appendix 2.

4.8. Clause 4.6. shall not apply to Parties participating in the rotation scheme for knowledge institution Partners regarding membership of the Board of Directors, cf. Appendix 3. These knowledge institutions are Parties to the Agreement regardless of their participation in an active project or not.

4.9. Where a Party's representative has been elected to the Board of Directors among the industry partners, cf. Appendix 3, and the representative's term of office extends beyond the effective date of termination under clause 4.7., the Party remains a Party to this Agreement and a Partnership Partner until the expiry of that term of office. The Party's termination shall then take effect upon such expiry.

4.10. The Board of Directors may amend or further specify the rules governing participation, categories of participation and admission procedures, subject to compliance with any applicable Funding Agreement and this Agreement

# 5. Governance

5.1. The INNO-CCUS Partnership is organized as a consortium and its governance framework includes the Board of Directors, a General Assembly, the Partnership Director, and all project leaders. An Expert Advisory Panel composed of scientific and technical experts from the national knowledge institution partners – referred to in the Original Investment Agreement as “scientific workstream leaders” – supports the Board of Directors and Partnership Director with in-depth knowledge on technical, scientific and strategic aspects, including the state of the art and development needs in Denmark. In addition, an International Advisory Board, consisting of internationally recognized experts in the CCUS fields, advises the Board of Directors on overarching strategic issues in a global context.

This governance framework is designed to ensure strategic direction, accountability, and effective coordination across a diverse and evolving group of Parties. It underpins the mission-driven character of the Partnership and provides a stable yet flexible basis for long-term collaboration.

5.2. The Board of Directors may amend or further specify the governance framework including the advisory panels after consulting the General Assembly.

5.3. The **Board of Directors** is the supreme decision-making body of the Partnership and responsible for all strategic, operational and financial decisions relating to the Partnership, including the approval of open calls for project applications, selection of Projects, allocation of funding, and appointment and supervision of the Administrator and Partnership Director. The Board of Directors shall serve the overall interests of the Partnership and the Partnership Participants.

5.4. The Board of Directors is composed of 10 members to reflect the cross-sectoral nature of the Partnership and to ensure a balanced representation of relevant Participant categories and CCUS expertise. Five members of the Board of Directors represent knowledge institutions (universities, the Danish government-approved Research and Technology Organizations (GTS-institutes), and other relevant research-based institutions), while the other five represent private companies. One of the company seats on the Board of Directors is designated a small and medium-sized company (SME) Participant.

5.5. The members of the Board of Directors are appointed or elected among the Partnership Partners and the Original Partnership Partners as laid down below and further detailed in Appendix 3.

5.6. The five members of the Board of Directors representing knowledge institutions are appointed through a rotation agreement among the knowledge institution Partners as detailed in Appendix 3.

5.7. The five members of the Board of Directors representing private companies are elected by the General Assembly in accordance with the appointment and election procedures detailed in Appendix 3.

5.8. The Board of Directors may amend its composition and appointment procedures after approval of the General Assembly.

5.9. The detailed rules and principles for the work of the Board of Directors, including provisions on decision-making, impartiality, and conflict of interest, shall be governed by Appendix 4 as amended from time to time by the Board of Directors in accordance with this Agreement.

5.10. Except for breach of the duty of confidentiality, gross negligence, intentional acts or omissions, the Board of Directors and its members shall in no event be liable to the Parties. The liability between the Parties is regulated in the Project Collaboration Agreements.

5.11. **The General Assembly** consists of all Parties having signed or acceded to either this Partnership Agreement or the Original Partnership Agreement as a Partnership Partner. Partnership Contributors are not represented in the General Assembly cf. Appendix 2.

The General Assembly shall be convened annually as a forum for the Parties for discussing overarching matters of principle relating to the Partnership. The principal function of the General Assembly is to participate in procedures for the appointment of members of the Board of Directors, including the election of candidates to such Board of Directors' positions as are designated for election under this Agreement and the Original Investment Agreement or applicable rules. Decisions by the General Assembly are made by simple majority.

The General Assembly shall be announced in writing (e-mail) directly to all Partnership Partners' designated contact persons at least three (3) weeks in advance.

5.12. The Board of Directors appoints a **Partnership Director**, who is responsible for the day-to-day management and coordination of the Partnership and for implementing the decisions of the Board of Directors. The appointment of the Partnership Director must be approved by Innovation Fund Denmark, if so required by an active Investment Agreement between the Innovation Fund Denmark or other Funding Agencies and the Partnership or the Coordinator on behalf of the Partnership.

5.13. The Partnership Director appoints and is supported by a secretariat, which provides administrative, operational, and coordination support to the Partnership, the Board of Directors, and the Partnership Director.

5.14. A **Project Leader** appointed by the Project Participants of a specific Project is responsible for the execution of the Project and project progress reporting to the Partnership Director and the Board of Directors.

5.15. The Board of Directors appoints a Coordinator, which must be a legal entity acting on behalf of the Partnership in matters decided by the Board of Directors. The Coordinator enters into Investment and Funding Agreements with Innovation Fund Denmark and is responsible for entering into Project Agreements for Projects funded by the Partnership. The Coordinator may enter into Funding Agreements with other Funding Agencies for additional funding for activities in the Partnership if decided by the Board of Directors.

5.16. The Board of Directors appoints an Administrator, which is responsible for the financial management of the Investments and Grants received by the Partnership and for dispersing funds for Projects under the Partnership as specified in Project Agreements.

5.17. The Technical University of Denmark has been appointed Administrator and Coordinator and will act as such until the Board of Directors appoints another Administrator or Coordinator. The appointment of a new Coordinator or Administrator must be approved by the Innovation Fund Denmark, if so required by an active Investment Agreement with the Innovation Fund Denmark. The INNO-CCUS Secretariat acts as the main contact point for all Parties vis-à-vis Administrator and Coordinator.

# 6. Projects

6.1. Projects under the Partnership may be financed under one or more applicable Funding Agreements and shall be subject to approval by the Board of Directors.

6.2. For each approved Project, two distinct contractual layers shall apply:

(a) **Project Agreement**: An agreement between the Coordinator on behalf of the Partnership and each Project Participant, specifying inter alia the terms and conditions for the allocation of funding, financial conditions, reporting obligations, project objectives, milestones, deliverables, duration, and the Parties' obligations towards the Partnership in relation to a specific Project.

(b) **Project Collaboration Agreement**: A separate agreement entered into exclusively between the Project Participants, governing their internal collaboration, including but not limited to intellectual property rights, confidentiality, publication rights, division of tasks, liability between the Project Participants, and other matters related to the execution of the Project. The completion of a Project Collaboration Agreement is a condition for receiving funding from the Partnership. Neither the Partnership, the Administrator, the Coordinator nor Innovation Fund Denmark are parties to the Project Collaboration Agreement.

6.3. The Project Agreement and the Project Collaboration Agreement shall be complementary. In the event of inconsistency, the Project Agreement shall prevail with respect to obligations towards the Coordinator on behalf of the Partnership and the relevant Funding Agency, while the Project Collaboration Agreement shall prevail with respect to the internal relations between the Project Participants.

6.4. Termination, expiry or suspension of a Project Agreement or a Project Collaboration Agreement shall not in itself terminate this Agreement, unless otherwise provided herein. A Party may nevertheless cease to be a Party to this Agreement in accordance with Clauses 4.6–4.9. if such termination, expiry or suspension results in that Party no longer participating in any active Project.

6.5. In case of inconsistency between the Project Agreement or the Project Collaboration Agreement and this Agreement, the latter shall prevail.

# 7. Confidentiality

7.1. Confidential Information exchanged under this Agreement shall be used solely for Partnership purposes and shall not without written consent of the Party from whom the Confidential Information has been received be passed on to individuals not taking part in the Partnership.

This section 7 regulates confidentiality between the Parties at partnership level. Any additional provisions on confidentiality in the Projects shall be governed by the separate Project Collaboration Agreement for that Project cf. Clause 6.2.

7.2. Confidentiality obligations apply during the term of the Partnership and for three (3) years thereafter.

7.3. Standard exceptions apply for publicly available information, independently developed information, or legally required disclosures.

7.4. A Party receiving Confidential Information under this Agreement shall acquire no proprietary interest in or right to that Confidential Information (other than its own Confidential Information), and a Party may demand the return of its Confidential Information at any time upon giving written notice to the other Parties. Within 30 calendar days of receipt of such notice, the other Parties shall return all of the original Confidential Information and shall, to the extent it is technically possible, destroy or cause to be destroyed all copies and reproductions (in whatever form, including electronic media) in its possession and in the possession of persons to whom it was disclosed pursuant to this Agreement. Notwithstanding before mentioned the Parties are entitled to keep one copy in their confidential files for regulatory compliance and record keeping purposes.

7.5. A Party disclosing Confidential Information under this Agreement makes no representations or warranties, expressly or implied, as to the quality, accuracy and completeness of such Confidential Information, and the Party receiving the Confidential Information (on behalf of itself and its Representatives) expressly acknowledges the inherent risk of error in the acquisition, processing and interpretation of Confidential Information. The Party disclosing the Confidential Information shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Party receiving it (or its representatives).

# 8. Amendments

8.1. Amendments to this Agreement require written approval of all Parties.

# 9. Entry into force, duration and termination

9.1. This Agreement enters into force upon signature by a Party and remains in force for the duration of the Partnership.

9.2. The Partnership can be terminated because of the following:

- All Projects have been completed, and the goals of the Partnership have been accomplished.
- Investment or Funding Agreements have been terminated by the respective Funding Agencies and alternative funding for continuation of the Partnership is not available.
- The agreement between the Administrator and the Partnership has been terminated by either party and the Board of Directors has not been able to enter into agreement with a new Administrator.
- The Board of Directors is unable to conduct its duties due to lack of eligible and willing members of the Board of Directors.
- Other extraordinary circumstances that prevent the Partnership from continuing.

9.3. The Board of Directors shall call a General Assembly and inform in writing all remaining Parties under this Agreement of expiration or termination of the Agreement following clause 9.2.

9.4. Notwithstanding any other provision of this Agreement, a Party shall automatically cease to be a Participant in the Partnership and a Party to this Agreement when the Party no longer participates in any active Project, as further described in clauses 4.6. – 4.9. The cessation shall only affect the Party concerned and shall not affect the continued validity of this Agreement for the remaining Parties.

9.5. A Party's rights and obligations under this Agreement shall terminate upon termination of the Partnership cf. clause 9.2. or cessation of the Party’s participation cf. clause 9.4., except for provisions which by their nature survive termination, including provisions relating to confidentiality, liability, audit, reporting and dispute resolution.

# 10. Disputes

10.1. All disputes between two or more parties about the interpretation and implementation of this Partnership Agreement shall be settled in accordance with Danish law, with the exception

of Danish conflict of laws rules where such rules would lead to application of the law of another country.

# 11. Appendices

Appendix 1 – Accession Form
Appendix 2 – Categories of Partnership Participation
Appendix 3 – Appointment and election procedures for the Board of Directors
Appendix 4 - Rules of Procedure for the INNO-CCUS Board of Directors

# 12. Signatures

12.1 This Partnership Agreement may be signed by authorized signatories via verified e-signature, or a scan of a handwritten signature page, or a handwritten signature page in hardcopy/-ies, and signatures obtained in either of these manners shall be considered original, and legally binding.

**Signature pages to follow**

**SIGNATURES**

| | | |
|---|---|---|
| For Danmarks Tekniske Universitet: | For Aalborg Universitet: | For Aarhus Universitet: |
| Date: | Date: | Date: |
| Anders O. Bjarklev<br>President | *Name*<br>*Title* | *Name*<br>*Title* |
| For Copenhagen Business School: | For GEUS: | For Københavns Universitet: |
| Date: | Date: | Date: |
| *Name*<br>*Title* | *Name*<br>*Title* | *Name*<br>*Title* |
| For Royal Danish Academy: | For Teknologisk Institut: | For Clean Cluster: |
| Date: | Date: | Date: |
| *Name*<br>*Title* | *Name*<br>*Title* | *Name*<br>*Title* |
| For We Build Denmark: | For Agrolab: | For BioCirc Group ApS: |
| Date: | Date: | Date: |
| *Name*<br>*Title* | *Name*<br>*Title* | *Name*<br>*Title* |
| For Biogas Thy: | For Bollinger + Grohmann Engineers: | For BRIPA ApS: |
| Date: | Date: | Date: |
| *Name*<br>*Title* | *Name*<br>*Title* | *Name*<br>*Title* |

For Bureau Veritas:

Date:

*Name*
*Title*

For CarbonCuts:

Date:

*Name*
*Title*

For CEBRA A/S:

Date:

*Name*
*Title*

For Climate Solutions ApS:

Date:

*Name*
*Title*

For CO2Laborate:

Date:

*Name*
*Title*

For CONCITO:

Date:

*Name*
*Title*

For CRH Products:

Date:

*Name*
*Title*

For Dansk Skovforening:

Date:

*Name*
*Title*

For ECA Engineering:

Date:

*Name*
*Title*

For EMD International:

Date:

*Name*
*Title*

For Fuller Technologies Denmark A/S:

Date:

*Name*
*Title*

For Gas Storage Denmark:

Date:

*Name*
*Title*

For Green Protein ApS:

Date:

*Name*
*Title*

For Hafnium Labs ApS:

Date:

*Name*
*Title*

For Hedeselskabet:

Date:

*Name*
*Title*

For Hjorthede Planteskole:

Date:

*Name*
*Title*

For Innargi A/S:

Date:

*Name*
*Title*

For Klimafonden Skive:

Date:

*Name*
*Title*

For Klimaskovfonden:

Date:

*Name*
*Title*

For Mettler-Toledo A/S:

Date:

*Name*
*Title*

For Novonesis:

Date:

*Name*
*Title*

For PFA Pension:

Date:

*Name*
*Title*

For PMH PLAST ApS:

Date:

*Name*
*Title*

For Pond A/S:

Date:

*Name*
*Title*

For R&R Consult:

Date:

*Name*
*Title*

For Rock Flour Company:

Date:

*Name*
*Title*

For ShipTown:

Date:

*Name*
*Title*

For Stiesdal SkyClean:

Date:

*Name*
*Title*

For Sunstones ApS:

Date:

*Name*
*Title*

For The Carbon Removers:

Date:

*Name*
*Title*

For Thisted Kommune:

Date:

*Name*
*Title*

For TotalEnergies Upstream Denmark A/S:

Date:

*Name*
*Title*

For Vandkunsten Architects:

Date:

*Name*
*Title*

For Vestjyllands Andel:

Date:

*Name*
*Title*

For Bundesanstalt für Geowissenschaften und Rohstoffe:

Date:

*Name*
*Title*

For By Nature:

Date:

*Name*
*Title*

For CASP:

Date:

*Name*
*Title*

For Equinor ASA:

Date:

*Name*
*Title*

For Mannok Cement Ltd.:

Date:

*Name*
*Title*

For Oath Inc:

Date:

*Name*
*Title*

For RepAir DAC Ltd:

Date:

*Name*
*Title*

For Stichting PDC Research Foundation:

Date:

*Name*
*Title*

For Sveriges Geologisk Undersøkelser:

Date:

*Name*
*Title*

For University of Gothenburg:

Date:

*Name*
*Title*

For University of Oslo:

Date:

*Name*
*Title*

For VALMET Oyj:

Date:

*Name*
*Title*

For ZeroEx Gmbh:

Date:

*Name*
*Title*

**Appendix 1: Accession Form**

ACCESSION
of a new Partnership Participant to the INNO-CCUS Partnership and Party to the INNO-CCUS Partnership Agreement, dated June 2026.

[Company / organisation name]

[address]

[CVR / VAT no.]

hereby consents to become a Partnership Participant of INNO-CCUS and a Party to the Partnership Agreement identified above and accepts all the rights and obligations of a Partnership Participant starting [date].

Danmarks Tekniske Universitet, Anker Engelundsvej 1, 2800 Kongens Lyngby, CVR: 30 06 09 46 hereby certifies that on [date], the accession has been approved in accordance with clause 4.2. and 4.3. of the Partnership Agreement.

This Accession Form has been duly signed by the undersigned authorized representatives.

The Participant agrees that, as from the date of signing, the Participant will be bound by and comply with the obligations applicable to the Participant according to the above-listed documents.

On behalf of [PARTICIPANT]:

Date:

| | |
|---|---|
| Name: | Name: |
| Title: | Title: |

On behalf of the INNO-CCUS Partnership:

Date:

| | |
|---|---|
| Name: | Name: |
| Title: Chairman of the Board | Title: Partnership Director |

**Contact person**

The Participant must name a representative who shall act as a contact person for communication with the INNO-OCUS secretariat, cf. clause 4.5 of the Partnership Agreement.

Organisation representative:

| _____ | _____ |
|---|---|
| Name | Email |

**Choice of participation category**

In Accordance with Clause 4.4. of the Partnership Agreement, an acceding Participant must choose which category of Participant to join as. A Partnership Participant can change its participation type by making a request through the INNO-CCUS Secretariat.

Please tick one of the following:

◯ Partnership Partner
◯ Partnership Contributor

As detailed in Appendix 2 to the Partnership Agreement, the conditions for the two different participation types are:

Conditions for participating as Partnership Partner (PP)

1. All PPs must participate in at least one project within the INNO-OCUS project portfolio
2. Knowledge institutions included in the rotation plan for the Partnership Board of Directors are designated as PPs
3. Knowledge institutions not included in the rotation plan for the Partnership Board of Directors may choose to participate as PPs
4. Companies may choose to participate as PPs
5. Company PPs must designate one main technical fields[1] of CCUS; 1) Chemical CO2 Capture; 2) Biological CO2 capture and storage; 3) Geological CO2 storage or 4) CO2 Utilisation, as their main affiliation
6. Company PPs can vote at the General Assembly for the Board seat representing their designated primary technical field of CCUS
7. Company PPs are eligible for election to the Partnership Board of Directors
8. All PPs shall pay an annual participation fee of DKK 10,000 to the Partnership.
9. If a PP changes status from PP to PC, the participation fee is non-refundable for the current and preceding calendar years

Conditions for participating as Partnership Contributor (PC)

1. PCs join the Partnership on the same general terms as PPs, subject to the differences set out below

[1] In the Original Investment Agreement, the four technical fields of CCUS were referred to as "Scientific Workstreams".

2. Knowledge institutions not included in the rotation plan for the Board of Directors may choose to participate as PCs
3. All public authorities and municipalities participate as PCs
4. Companies may choose to participate as PCs
5. PCs do not have voting rights at the General Assembly.
6. PCs are not eligible for election to the Board of Directors
7. PCs are not required to pay the annual participation fee of DKK 10,000

**Choice of primary technical field of CCUS – for company Partnership Partners only**

If the acceding Partnership Participant is a private company and accedes as a Partnership Partner, the new Partner must assign itself to one of the below listed main technical fields of CCUS. This determines which Board of Directors' seat that the Partner is eligible and has voting rights for in accordance with Appendix 3 of the Partnership Agreement.

Please tick one of the following:

◯ 1: Chemical CO2 Capture
◯ 2: Biological CO2 capture and storage
◯ 3: Geological CO2 storage
◯ 4: CO2 utilization

# INNO-CCUS Partnership Agreement

## Appendix 2: Categories of Partnership Participation

INNO-CCUS offers three categories of involvement: **Partner**, **Contributor**, and **Member**. Partners and Contributors are collectively referred to as **Partnership Participants**.

Partnership Participants comprise all organisations engaged in INNO-CCUS-funded projects. Membership is available to organisations that are not participating in projects.

### Partnership Participants

Partnership Participants join the INNO-CCUS Partnership as either a **Partnership Partner** (PP) or a **Partnership Contributor** (PC) by signing an Accession Form to the INNO-CCUS Partnership Agreement. Each Partnership Participant shall appoint a representative to act as the primary contact for communication with the INNO-CCUS Secretariat.

Upon joining, the organisation must choose whether to accede as a PP or a PC. A Partnership Participant may subsequently change its category by notifying the Secretariat.

The differences between the two categories are detailed below and primarily concern eligibility for election to, and voting rights regarding, the Board of Directors, as well as the annual participation fee.

A Partnership Participant ceases to hold this status upon completion or termination of the project in which it participates. Withdrawal becomes effective as of the second General Assembly following approval of the project's final report.

The categories of Partnership Participants and the associated conditions may be amended by decision of the Partnership Board of Directors.

### Conditions for participating as Partnership Partner (PP)

1. All PPs must participate in at least one project within the INNO-OCUS project portfolio
2. Knowledge institutions included in the rotation plan for the Partnership Board of Directors are designated as PPs
3. Knowledge institutions not included in the rotation plan for the Partnership Board of Directors may choose to participate as PPs
4. Companies may choose to participate as PPs
5. Company PPs must designate one main technical field of CCUS; 1) Chemical CO2 Capture; 2) Biological CO2 capture and storage; 3) Geological CO2 storage or 4) CO2 Utilisation, as their main affiliation
6. Company PPs can vote at the General Assembly for the Board seat representing their designated primary technical field of CCUS

7. Company PPs are eligible for election to the Partnership Board of Directors
8. All PPs shall pay an annual participation fee of DKK 10,000 to the Partnership.
9. If a PP changes status from PP to PC, the participation fee is non-refundable for the current and preceding calendar years

**Conditions for participating as Partnership Contributor (PC)**

1. PCs join the Partnership on the same general terms as PPs, subject to the differences set out below
2. Knowledge institutions not included in the rotation plan for the Partnership Board of Directors may choose to participate as PCs
3. All public authorities and municipalities participate as PCs
4. Companies may choose to participate as PCs
5. PCs do not have voting rights at the General Assembly in relation to the Partnership Board of Directors
6. PCs are not eligible for election to the Partnership Board of Directors
7. PCs are not required to pay the annual participation fee of DKK 10,000

**Partnership members**

INNO-CCUS offers membership to organisations that wish to engage with the INNO-CCUS community and contribute to the development of the partnership and its mission, but which do not participate in any INNO-CCUS-funded project.

Membership applications are submitted via the form available on the INNO-CCUS website and are subject to approval by the Board of Directors. Fees may apply to certain types of organisations. Members are not parties to the INNO-CCUS Partnership Agreement.

If a Partnership Member becomes formally involved in an INNO-CCUS-funded project, the organisation must change status to Partnership Participant and accede to the Partnership Agreement.

# INNO-CCUS Partnership Agreement

# Appendix 3: Appointment and election procedures for the Board of Directors

### 1. Composition of the Board of Directors

1.1. The Partnership Board of Directors consists of ten members appointed by or elected among the Partnership Partners and/or the Original Partners as defined in the Partnership Agreement, clause 5.4.: five members from knowledge institutions, and five members from industry. The members are appointed according to the models described in this document. The Innovation Fund Denmark shall approve the composition of the Partnership Board of Directors if so required by an active Investment Agreement between the Partnership and the Innovation Fund Denmark.

### 2. Rotation schemes for knowledge institution partners

2.1. Four members from knowledge institutions are appointed according to an annual rotation schedule between Aalborg University (AAU), Aarhus University (AU), Copenhagen Business School (CBS), Copenhagen University (KU), Geological Survey of Denmark and Greenland (GEUS), Technical University of Denmark (DTU), and University of Southern Denmark (SDU)[1].

The rotation schedule is decided among the participating partners.

2.2. The fifth knowledge institution member of the Board of Directors is a representative of the Danish GTS-institutes (government-approved Research and Technology Organizations). The Danish Technological Institute (DTI), Force Technology (FORCE) and DHI rotate for this seat. The rotation schedule is reconfirmed or renegotiated among the relevant GTS-institutes when the current schedule expires.

2.3. The current rotation schedule for knowledge institution partners is shown in Table 1. below.

[1] Initially Roskilde University also participated in the rotation scheme but has as of 2026 decided not to participate in this scheme.

**Table 1. Rotation plan for knowledge institution partners' seats on the Board of Directors 2026-2032**

| Institution | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 |
|---|---|---|---|---|---|---|---|
| **GEUS** | | 1 | 1 | 1 | | 1 | 1 |
| **DTU** | 1 | | | 1 | 1 | | 1 |
| **AU** | 1 | | 1 | 1 | | | 1 |
| **AAU** | | 1 | 1 | | 1 | 1 | |
| **KU** | 1 | 1 | | | 1 | 1 | |
| **SDU** | | 1 | 1 | | | 1 | 1 |
| **CBS** | 1 | | | 1 | 1 | | |
| **DTI** | | 1 | 1 | | | | |
| **FORCE** | | | | 1 | 1 | | |
| **DHI** | 1 | | | | | 1 | 1 |
| **Total** | 5 | 5 | 5 | 5 | 5 | 5 | 5 |

## 3. Appointment and election of Board members representing industry partners

3.1. Five members of the Board of Directors represent Partnership Partners from the industry. Of these, four must represent each of the main technical fields[2] of CCUS; 1) Chemical CO2 Capture; 2) Biological CO2 capture and storage; 3) Geological CO2 storage and 4) CO2 Utilisation. The fifth industry member on the Board is a representative of a Small and Medium Enterprise (SME).

3.2. The four industry members of the Board representing the main technical fields of CCUS are elected at the General Assembly. All industry Partnership Partners assign themselves to one of the primary technical fields of CCUS when joining the Partnership. An industry Partnership Partner has voting rights at the General Assembly for the seat representing their primary field.

3.3. The SME member of the Board of Directors is elected at the General Assembly. All industry Partnership Partners have voting rights at the General Assembly for the seat representing SMEs.

## 4. Eligibility and terms of office

4.1. The knowledge institutions participating in the rotation schemes cf. section 2. select their own representative. Board Members are appointed for length of periods as detailed in the agreed rotation schedule shown in Table 1.

4.2. Industry Partnership Partners are eligible for the Board of Directors' seat in the primary

[2] In the Original Investment Agreement, the four technical fields of CCUS were referred to as "Scientific Workstreams".

technical field of CCUS that they have assigned themselves to. Industry partners are elected for two-year terms of office. Re-election is possible.

4.3. Industry Partnership Partners representing SMEs are eligible for the designated SME seat on the Board of Directors. The terms of office are two years, and re-election is possible.

4.4. Members of the Technical/Scientific Advisory Panel (in the Original Partnership Agreement termed Scientific Workstream Leaders) are not eligible for the Partnership Board of Directors.

4.5. All terms of office for members of the Board of Directors commence immediately upon the conclusion of the General Assembly held in the calendar year for which the Board member is elected or appointed and expire immediately upon the conclusion of the General Assembly held in the final calendar year of the term of office.

4.6. If a Board member resigns before the end of his/her term of office, the Partner organisation represented by that member shall appoint a new member. If the Partner organisation is not able to appoint a new member, an extraordinary election shall be held following the rules of election/appointment for that seat.

4.7. These Appointment and Election Procedures may be amended or further specified by the Board of Directors after consulting the General Assembly.

# INNO-CCUS Partnership Agreement

# Appendix 4: Rules of Procedure for the Board of Directors

### 1. Purpose and Scope

These Rules of Procedure govern the work, responsibilities, and conduct of the Board of Directors ("the Board") of the INNO-CCUS Partnership ("the Partnership").
The document establishes the Board's mandate, decision-making rules, meeting procedures, and obligations regarding impartiality and good governance.

These Rules of Procedure apply to all Board activities unless otherwise regulated in:

- The INNO-CCUS Partnership Agreement,
- Applicable investment and grant agreements, and
- Project-specific agreements governing funded activities.

In the event of conflict, legally binding agreements with funding bodies take precedence.

### 2. Role and Responsibilities of the Board

The Board is responsible for the Partnership's strategic direction, oversight, and long-term development.

2.1 Core Responsibilities

The Board shall act in the overall interest of the Partnership and is responsible for:

a) setting the strategic direction and long-term development of the Partnership,
b) ensuring alignment between Partnership activities and applicable roadmaps and strategic objectives,
c) overseeing the governance, organisation, and management of the Partnership,
d) appointing and supervising the Partnership Director and, where relevant, the Administrator,
e) approving project funding calls and selection procedures, ensuring compliance with impartiality and transparency requirements in relation to project funding, and deciding on project funding allocations,
f) approving and monitoring projects, ensuring they support the Partnership's purpose and comply with relevant funding conditions,
g) overseeing the Partnership's financial management and approving annual or other scientific and financial reports as required by funders,

2.3 Delegation

The Board may delegate specific operational tasks to the Partnership Director or Secretariat but retain overall responsibility.

**3. Composition of the Board of Directors**

3.1 Membership

The Board consists of 10 members appointed according to the Partnership Agreement, Appendix 3.

A member is personally appointed and cannot be represented by another person by power of attorney. The member may, however, if prevented from being present, vote by proxy through the Chairperson.

3.2 Chair and Vice-Chair

At its first meeting after constitution, the Board elects a Chair and Vice-Chair from among its members through simple majority of votes.

The Chairperson is elected among the industry partners unless no such member wishes to take on the Chairpersonship. If the Chair is elected among the industry partners, the Vice-Chair is elected among the knowledge institutions partners and vice versa.

The Chair leads the Board's work, convenes meetings, ensures that the Board operates in accordance with these Rules of Procedure, and represents the Partnership externally.

The Vice-Chair acts in the Chair's absence.

The Chair and the Vice-Chair represent the Partnership vis-à-vis the outside world in collaboration with the Partnership Director.

If the Chair or Vice-Chair resigns, the Partnership Board of Directors shall appoint a new Chair or Vice-Chair amongst the members of the Partnership Board of Directors

3.3 Term of Office

Terms, rotation principles, and re-appointment rules are detailed in Appendix 3 of the Partnership Agreement.

**4. Impartiality and Conflicts of Interest**

Members of the Board of Directors shall act independently and solely in the interest of the Partnership.

Board members shall comply with the Rules and Procedures on Impartiality for the INNO-CCUS Board of Directors, as adopted by the Board and annexed to these Rules of Procedure. The Rules on Impartiality form an integral part of these Rules of Procedure.

A Board member who is disqualified under the Rules on Impartiality may not participate in or be present during discussions or decisions on the relevant matter.

All assessments of impartiality and decisions on disqualification shall be recorded in the minutes.

**5. Meetings of the Board**

5.1 Frequency

The Board meets at least twice per year (once every six months), or whenever the Chair, and in his/her absence the Vice-Chair, finds it necessary, or upon written request from at least one member of the Partnership Board of Directors. The Partnership Board of Directors must in that case at the request of the Chair, and in his/her absence the Vice-Chair, convene within three weeks of receiving the request.

5.2 Notice and Agenda

Meetings should be convened with at least two weeks' notice.

The Secretariat distributes the agenda and relevant documents no later than one week before the meeting, where possible.

Any Board member may propose items for the agenda up to one week before the meeting.

5.3 Quorum, Decision-Making and Veto rights

The Board forms a quorum when at least half of the members are present, including the Chair, and in his/her absence the Vice-Chair. If both the Chair and the Vice-Chair have been declared partial regarding certain matters, the remaining Board forms a quorum for the matter in question if at least half of the Board members are present. At the start of the meeting the proposed agenda is approved. The Chairperson, and in his/her absence the Vice-chairperson, chairs the meeting.

Decisions are made by simple majority of members present.

The Chair (or Vice-Chair in the absence of the Chair) has the casting vote in case of a tie.

Decisions may be made by written procedure if no member objects.

5.4 Veto rights.

5.4.1. Every Board member with a right to vote may veto any decision made by the Board of Directors. The veto right is not applicable for a Board member who is disqualified under the Rules on Impartiality. No member can, however, veto discussions or decisions about infringement of the Partnership Agreement from the Partnership Partner which the member represents. Nor can any member oppose a decision that will not have consequences for or relates to the member's own work and/or budget.

5.4.2. Partnership Participants which are not represented in the Board of Directors may, if it can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Board of Directors, exercise a veto with respect to the corresponding decision or relevant part of the decision.

5.4.3. Notwithstanding 5.4.2., a Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a defaulting Party. The defaulting Party may not veto decisions relating to its participation and termination in the Partnership or the consequences of them. Furthermore, the veto rights granted to Partnership Participants according to 5.4.2 cannot be exercised with respect to decisions regarding accession of new

Partnership Participants and/or suggestions of projects to be funded, or decisions regarding ongoing projects.

**6. Minutes and Documentation**

The Secretariat drafts minutes and distributes them to Board members as soon as possible and no later than four weeks after the meeting.

Minutes must clearly state decisions made, follow-up actions, responsibilities assigned, deadlines agreed, and any declarations of impartiality or disqualification.

If members disagree with a Board decision, they have the right to have their opinion reported in the minutes.

Board members must object to or approve the minutes within the specified deadline (normally two weeks). Unless objections have been raised to the minutes within the given deadline, the Partnership Board of Directors' decisions may be executed.

**7. Relationship with the Partnership Director and Secretariat**

7.1 Partnership Director

The Partnership Director:

- Manages day-to-day operations,
- Coordinates projects and activities,
- Advises the Board on strategic and operational matters,
- Participates in Board meetings with no voting rights,
- Acts as the primary liaison to funders and stakeholders.

The Board supervises the Partnership Director and may request briefings, written reports, or corrective actions as needed.

7.2 Secretariat

The Secretariat supports the Board by preparing meeting materials, maintaining governance documents, ensuring compliance with rules of procedure, maintaining documentation of impartiality, minutes, and decisions.

**8. Relationship with Funders**

Where relevant funding agreements apply (e.g., from Innovation Fund Denmark or others), the Board shall ensure adherence to the funder's conditions, participate in annual reviews, audits or other relevant meetings, and provide required documentation and reporting.

Observers appointed by funders may participate in meetings as specified in relevant grant agreements.

**9. Amendments and Review**

These Rules of Procedure may be amended by simple majority of the Board and should be reviewed at least every two years to ensure continued relevance.

**ANNEXES:**

A: Rules and Procedures on Impartiality for the INNO-CCUS Board of Directors

# INNO-CCUS, Rules and Procedures on Impartiality for the Board of Directors

The INNO-CCUS partnership is committed to complying with the rules on impartiality set out in the Danish Public Administration Act, as well as principles of objective and unbiased case handling and decision-making processes. These principles ensure that all involved parties are treated equally and fairly.

The INNO-CCUS Board makes decisions on the allocation of funds for new projects, changes to ongoing projects, and other activities that promote the overall interests of the partnership and fulfill its overarching mission. Individual board members are also employed by companies, institutions, and organizations that may be participants in specific project proposals or projects funded by the partnership.

On this basis, the INNO-CCUS Board has adopted the following principles regarding impartiality.

The general provisions of Section 3 of the Danish Public Administration Act concerning disqualification are specified in points 1–5 below with wording adapted to the nature of the INNO-CCUS Board's work rather than general public administration. Additionally, supplementary rules (6–12) have been adopted by the INNO-CCUS Board to ensure impartial and objective decision-making practices in cases where the Board makes decisions on applications and projects involving entities to which board members have specific affiliations.

The rules on impartiality apply to all cases where the Board decides on the allocation of project funding or changes to significant terms of projects within INNO-CCUS.

All board members have a duty to be aware of potential disqualification due to conflicts of interest in accordance with the following guidelines and to inform the secretariat of any such situation. The basis for assessing disqualification is not whether there is an actual conflict of interest in a given case but whether external observers and other stakeholders might perceive there to be a conflict of interest.

If there is uncertainty as to whether a board member is disqualified in a specific case, the remaining board members will make the decision.  Board members may not participate in or be present during discussions or decisions concerning their own impartiality.

A board member who declares themselves or is declared disqualified by the remaining Board may not be present during discussions or decisions concerning the case in which they are disqualified. This does not apply to discussions and decisions regarding the partnership's overall project portfolio, even if the portfolio includes projects in which various board members are disqualified.

All discussions and decisions regarding board members' impartiality must be recorded in the minutes of the relevant meeting.

*Rules on Impartiality:*

According to Section 3 of the Danish Public Administration Act, a board member expected to participate in a decision regarding a project application or a matter of significant importance for an ongoing INNO-CCUS project is disqualified if the board member in question:

1. Has a particular personal or financial interest in the outcome of the case, e.g., if being a project participant[1].
2. Is or has previously been a representative in the same matter for someone with such an interest, e.g. provided guidance or advice on drafting an application.
3. Has a spouse, relatives by blood or marriage in the ascending or descending line, or lateral relatives as close as cousins, or other close relations such as partners or cohabitants, who have a particular personal or financial interest in the outcome or represent someone who does.
4. Participates in the management of or otherwise has close ties to a company, association, or other private legal entity that has a significant interest in the outcome, e.g., as a project participant.
5. Is subject to other circumstances that may give rise to doubts about his/her impartiality, e.g., close friendship or enmity.

According to INNO-CCUS's supplementary provisions, disqualification also applies if a board member expected to participate in a decision regarding a project application or a significant matter related to an ongoing project:

6. Is employed by, a leader of, or serves on the board of a private legal entity directly competing with another private legal entity involved in the project.
7. Holds ownership shares or financial interests in the company/private entity involved. This excludes cases where the member only holds shares in a publicly listed company, and the shareholding is valued at less than DKK 100,000.
8. Holds a leadership role or is a member of a governing body at the public institution, academic unit, etc., where a project participant is employed. It is specified that university-employed leaders are considered impartial with respect to projects and participants not affiliated with their own organizational unit (e.g., a department) or one that reports to them, unless the matter is of great significance to the institution.
9. Is employed at the public institution or academic unit where a project participant is a leader. In the university context, this applies from the level of department heads or centers with independent budgets and above.
10. Is employed at the same public institution as a project participant, and the application is of major importance to the workplace, the member personally, or a research group of which the member is or recently was a part.
11. Is or recently was a member of a research group where a member of that group is a project participant,
12. Has undertaken to be, is, or recently was a supervisor for a project participant or has acted as a referee or provided a recommendation for the project or project participant.

[1] The term "project participant" applies to both participants in ongoing projects and participants in applications for funding of new projects within the INNO-CCUS partnership. Furthermore, the term is used to refer to companies/organizations that participate in a given project as partners, as well as to individuals who play an active role and perform tasks within the project.