



# Co-Creation Steering Group Definitive List

D2.1



This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No. 957755 (SENDER). This output reflects only the author's view and the European Union cannot be held responsible for any use that may be made of the information contained therein.



Deliverable D2.1  
Co-Creation Steering Group  
Definitive List



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## DELIVERABLE D2.1 – VERSION 1 WORK PACKAGE N° 2

Nature of the deliverable		
R	Document, report (excluding the periodic and final reports)	R
DEM	Demonstrator, pilot, prototype, plan designs	
DEC	Websites, patents filing, press & media actions, videos, etc.	
OTHER	Software, technical diagram, etc.	

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

Quality procedure			
Date	Version	Reviewers	Comments
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31.12.2020	0.2		Changes Included
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### ***Acknowledgements***

This report is part of the deliverables from the project “SENDER” which has received funding from the European Union’s Horizon 2020 research and innovation program under grant agreement No 957755.

More information on the project can be found at <https://www.sender-h2020.eu>.

## ***Executive summary***

SENDER will develop the next generation of energy service applications for demand-response, home-automation, -convenience and -security. It puts consumers at the heart of the energy market by engaging them in a co-creation process with other actors from the energy domain during the specification of pro-active DR mechanisms to cater for the consumers' long-term incentivization.

To validate the methodology and the technologies developed in the project, three demonstrations will be implemented in WP7, in countries with different cultures (Spain, Austria and Finland) and populations with different needs or relations to energy. The spectrum is wide to facilitate the replication of the solution developed after the end of the project into other countries from the EU with similar characteristics to the chosen demonstration sites.

WP2 has the general objective to create and manage a co-creation steering group, gather its members, organize co-creation workshops at each demonstration site, and gather members to them.

Consequently, SENDER will provide four deliverables in WP2:

- D2.1: Co-creation steering group definitive list
- D2.2: Co-creation workshops report
- D2.3: Co-creation conclusion report
- D2.4: Use-cases report

This report contains Deliverable **D2.1 – Co-Creation Steering Group Definitive List** and its final composition is outlined on page 10.

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## **1. Introduction**

As the EU moves towards sustainable energy, co-creation processes are the future of the energy service market. This entails a shift in the balance of power, turning customers into a new generation of collaborators and putting them at the heart of the energy sector.

The EU-funded SENDER project will develop energy service applications for proactive demand response (DR), home automation, convenience, and security mechanisms. By engaging customers in a co-creation process, the project will shift DR from a reactive to a proactive approach. Consumer data will be collected and processed to identify typical consumption patterns, mirror them by digital twins (DTs) based on artificial intelligence technologies and aggregate the DTs' supply/demand characteristics.

To turn energy consumers into collaborators, the SENDER project requires an organisational structure that allows consumers to express their requirements and wishes regarding the development and implementation of energy service applications. For this purpose, the project consortium implements a co-creation steering group with consumer participation and to conduct co-creation workshops with consumers in WP2 of the SENDER project.

Both the co-creation steering group and the results of the co-creation workshops deliver central input for WP3 "Specification of a pro-active demand response system with consumers" and WP4 "Policies, regulations, cyber security and data protection with consumers."

As e.g., the development of digital twins is closely related to aspects of consumer personal data privacy and security, WP2 will strictly follow the project-specific guidelines on ethic requirements developed in WP10. This will guarantee compliance with legal and ethical requirements relating to privacy and personal data preservation, which may also lead to considering the protection of other fundamental rights exercised in the private sphere.

Furthermore, data privacy and security will be considered at each development step together with WP1 "Project Management" to

- 1) identify the applicable legal and ethical requirements,
- 2) implement these requirements during the conception of the project and tools, and
- 3) execute the legal and ethical assessment of the project to make sure that every privacy issue the project may pose are considered, and appropriate privacy preservation measures to answer those issues are found.

## **2. Deliverable**

### **2.1. Role of the Co-Creation Steering Group**

The co-creation steering group will be gathered and associated with the project from its beginning. It will consist of at least 12 participants and meet for a full day once per year during the project i.e. 4 times. Due to the global pandemic situation the project consortium decided to alter the initial plan of having face-to-face meetings in Oslo. At least the first co-creation steering group meeting (planned for M6) will be held in an online format.

The role of the group is to

- a) Generate insights on the needs and potentials of demand-side response services and technologies from the points of view of technology and service development, public regulators, and actual end-users.
- b) Provide a multi-perspectivist view on the technical feasibility of energy services to be developed by including stakeholders from the demonstration sites.
- c) Define an initial set of use cases, for example based on IEC 62559-2 and/or IEC TR 62746-2, during the first co-creation steering group meeting.
- d) Reiterate the use cases following their testing and experiences from the demonstration sites (WP7).

### **2.2. Working Format of the Co-Creation Steering Group**

According to the DoA, the SENDER co-creation steering group (CCSG) is expected to consist of at least twelve participants. Since at least the initial CCSG meeting will be held in an online format, the project consortium intends not to exceed this number by far to allow for meaningful discussions.

To reflect the objective to turn energy consumers into collaborators, the core approach of the CCSG is to actively scope end-users requirements and needs regarding the development and implementation of energy service applications.

This will be realized by a format where the energy service solution-providing consortium work package leaders will initially outline the applications they intend to implement during the project lifecycle. Consumers and prosumers will then have the opportunity to provide their comments, remarks and requests for changes regarding the technology partner proposals.

Furthermore, the active involvement of consumers will be fostered by providing them the opportunity to request demonstration site specific “add-ons.” The underlying intention is to enrich the demand-side management related services with applications in the fields of home security, supervision, convenience, and assisted living. This will cater for a broader acceptance of the energy service applications as additional consumer value is created by an easier management of relevant parts of daily life.

NTNU KULT (Department of Interdisciplinary Studies of Culture) will be responsible for facilitating the co-creation steering group and documenting its outcomes. The demonstration-site owners (ADEE, VTT, WEIZ) and the CCSG as a whole will support TRIALOG in specifying specific use cases. SIN and NTNU KULT will ensure that the CCSG recommendations are communicated to the developers of demonstration sites (WP7) in form of project reports.

### **2.3. Core Innovations and Add-ons in the SENDER Project Context**

According to the content of the DoA, the following consumer-relevant deliverables and tasks related to energy service solution are foreseen:

#### **Core innovations**

- Specification of building as a battery (WP3; HPT)
- Definition of consumer patterns and tailored demand response schemes – comfort, well-being, security (WP5; NTNU)
- Digital twin (WP5; NTNU)
- Load and DER forecasting technologies development (WP6; HPT)
- Demand response profiling and BaaB optimization including smart water heating system (WP6; HPT)
- Open-source software for P2P trading (WP6; HPT)
- Frontend application (WP6; HPT)

#### **Add-ons**

- Specification of smart home IoT supervision package (WP3; HPT)

#### **Implementation**

- API and visualization tool (WP6; HPT)
- Demonstration and monitoring (WP7; ECO)

### **2.4. Co-Creation Steering Group Definitive List**

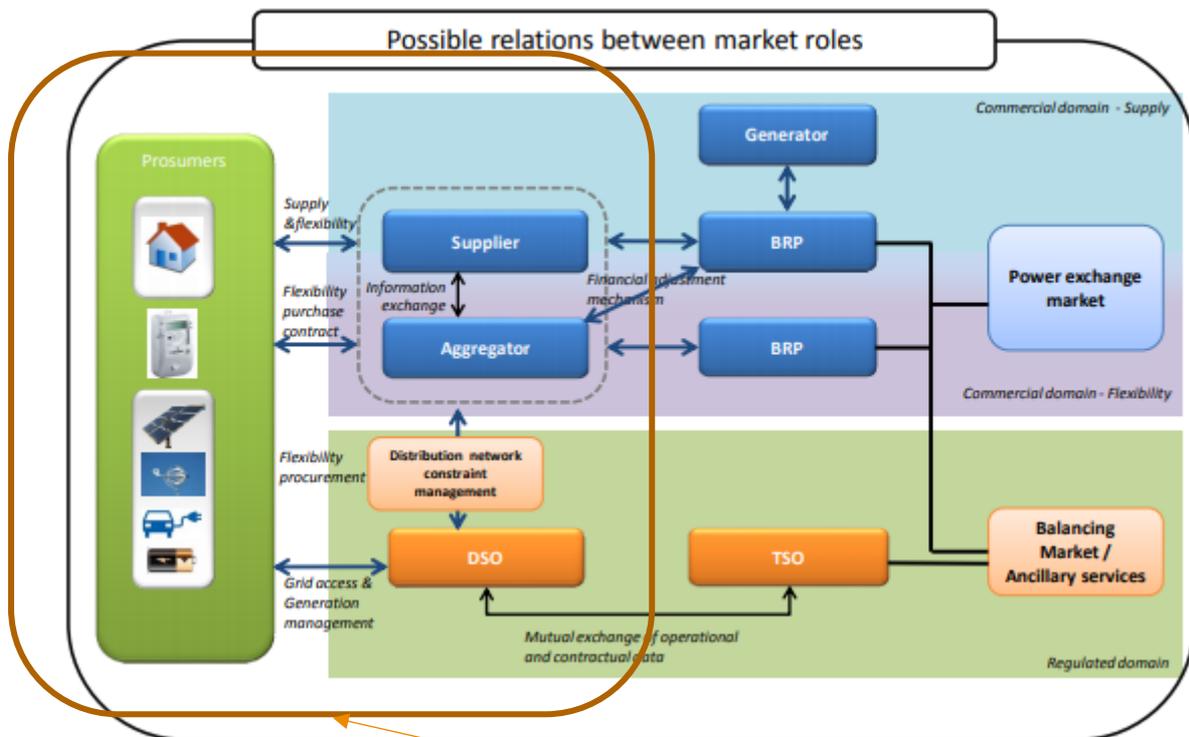
Based on the previous description of the working format of the CCSG and the segmentation of core innovations, add-ons, and implementation-related project consortium activities, the following consortium partners will take part in the CCSG:

- ADEE
- ECO
- HPT
- NTNU
- NTNU KULT
- SIN
- TRIALOG
- WEIZ
- VTT

To reflect the end-user engagement, the partners responsible for demonstration sites will recruit two local stakeholders each from the demonstrators to the group. In addition, a broader perspective on the energy service-related requirements of end-users will be provided by the Energy Agency W.E.I.Z. association. The agency has more than 10 years of experience in advisory services for energy consumers, offering on-site inventory analysis and optimization as well as comprehensive renovation concepts for various target groups.

The SENDER domain area for the application of project results is embedded into the broader context of a flexibility market as outlined by the Smart Grid Task Force EG3 report on regulatory recommendations for the deployment of flexibility (see graph).

Graph: Relations Between Market Roles in a Flexibility Market



Source: Smart Grid Task Force (2015).

SENDER domain area

Therefore, it is essential that DSOs, the second core beneficiary group besides the end-users, are integrated into the CCSG. This objective becomes realized by the active participation of Energienetze Steiermark, the local DSO at the W.E.I.Z. demonstration site. Furthermore, the distribution network at the Alginet demonstration site has a special particularity; it is owned by the end-users through the form of a cooperative. Consequently, the Alginet DSO (ADEE) will provide insights to the CCSG from a distribution system operator perspective. In addition, this demonstration site partner covers the energy cooperative and electricity supplier perspective. Currently, the cooperative supplies 46 million kilowatts of electricity annually by means of 40 centers of transformation.

Finally, the aggregator perspective regarding the SENDER use cases to be developed by the CCSG will be reflected by the integration of ENTELIOS into the CCSG. This flexibility provider and aggregator runs its operations in eight European countries. Its CCSG representative is responsible for the companies' European operations and actively involved in European regulatory working groups and associations for market integration of flexibility potentials.

Therefore, the definitive list of the CCSG members and their market roles reads as follows:

Name	Demo Site	WPL Technology	End-Users	Energy Coop.	DSO	Supplier	Aggregator	Consumer Association
<b>Consortium</b>								
ADEE Alma Solar	X			X	X	X		
ECO Aniol Esquerra		X						
HPT Giorgos Pitsiladis		X						
NTNU Pedro Crespo		X						
VTT Matti Aro	X							
WEIZ Andrea Dornhofer	X							
<i>Support</i>								
NTNU KULT W. Throndsen								
SIN Christian Kunze								
TRIALOG Estibaliz Arzoz-Fernandez								
<b>External</b>								
End-users AT (2)			X					
End-users ES (2)			X					
End-users FI (2)			X					
Energienetze Steiermark AT Gregor Taljan					X			
ENTELIOS Andreas Flamm							X	
Energy Agency WEIZ AT Monika Poglitsch								X
Väre FI Antti Martikainen Jussa Nieminen						X		

To ensure complete compliance of the use cases developed by the CCSG there will be a close interaction with WP1 “Project Management” as outlined in the introduction. Aspects of data privacy, ethics, and regulatory restrictions, will be evaluated in terms of their compliance with the insights generated within the following deliverables:

- Data Management Plan (D4.1; TRIALOG)
- Security and privacy protection action plan and results (D4.2; TRIALOG)
- Regulation and policy analysis report (D.4.3; FHOOE)
- Human ethics, processing of personal data, trustworthy and ethical AI (D.10.1-3; SIN).

### **3. Non-Disclosure Agreement for External CCSG Participants**

Confidentiality is an extremely important issue for participants in R&D projects, from the setting-up (even during earliest discussions on the assessment of participation), to the implementation and exploitation phases. External participants, which are not part of the project consortium, will be invited to join the CCSG. Therefore, the project coordinator intends to sign the following non-disclosure agreement with the external parties to protect confidential/restricted project information from unintended use.

#### **MUTUAL NON-DISCLOSURE AGREEMENT<sup>1</sup>**

THIS AGREEMENT [the Agreement] is entered into on this [insert number of day] day of [insert Month and Year] by and between:

1. [Insert official name of the potential partner or participant], having its registered office or based in [insert the Legal Address of the Entity] hereinafter referred to as [...] and

2. Smart Innovation Norway, having its registered office in Håkon Melbergs vei 16, 1783, Halden, NORWAY hereinafter referred to as SIN on behalf of the consortium partners of the project SENDER that has received funding from the European Union's Horizon 2020 research and innovation program under grant agreement No 957755.

WHEREAS: The Parties hereto desire to enter into a partnership for the purpose of participating in a Co-Creation Steering Group for the project "SENDER" that has received funding from the European Union's Horizon 2020 research and innovation program under grant agreement No 957755.

Throughout the aforementioned discussions, Parties may share between themselves proprietary information or Confidential Information under the terms and covenants set forth below.

THE PARTIES HERETO AGREE AS FOLLOWS:

#### **1. Confidential Information**

1.1 For the purposes of this Agreement, Confidential Information means any data or information that is proprietary to or possessed by a Party and not generally known to the public or that has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (ii) any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases; (iii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Party's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies; (iv) trade secrets; plans for products or services, and customer or supplier lists; (v) any other information that should reasonably be recognised as Confidential Information by the Parties.

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<sup>1</sup> This NDA is based on the corresponding European IPR Helpdesk (2014) template.

1.2 The Parties agree hereby that Confidential Information needs not to be novel, unique, patentable, copyrightable or constitutes a trade secret in order to be designated Confidential Information and therefore protected.

1.3 Confidential Information shall be identified either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the confidential nature of the information. Such notification shall be done orally, by e-mail or written correspondence, or via other appropriate means of communication.

1.4 The Parties hereby acknowledge that the Confidential Information proprietary to each Party has been developed and obtained through great efforts and shall be regarded and kept as Confidential Information.

1.5 For the purposes of this Agreement, the Party which discloses Confidential Information within the terms established hereunder to the other Party shall be regarded as the Disclosing Party. Likewise the Party which receives the disclosed Confidential Information shall be regarded as the Receiving Party.

1.6 Notwithstanding the aforementioned, Confidential Information shall exclude information that: (i) is already in the public domain at the time of disclosure by the Disclosing Party to the Receiving Party or thereafter enters the public domain without any breach of the terms of this Agreement; (ii) was already known by the Receiving Party before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure); (iii) is subsequently communicated to the Receiving Party without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party; (iv) becomes publicly available by other means than a breach of the confidentiality obligations by the Receiving Party (not through fault or failure to act by the Receiving Party); (v) is or has been developed independently by employees, consultants or agents of the Receiving Party (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any Confidential Information pertaining to the Parties.

## **2. Purpose of the Disclosure of Confidential Information**

The Parties will enter into a partnership for the purpose of participating in a Co-Creation Steering Group for the project "SENDER" that has received funding from the European Union's Horizon 2020 research and innovation program under grant agreement No 957755.

## **3. Undertakings of the Parties**

3.1 In the context of discussions, preparations or negotiations, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party agrees to use the Confidential Information solely in connection with purposes contemplated between the Parties in this Agreement and not to use it for any other purpose or without the prior written consent of the Disclosing Party.

3.2 The Receiving Party will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with the permitted purposes specified in clause 2. The Receiving Party will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence the Receiving Party will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

3.3 The Receiving Party will use the Confidential Information exclusively for the permitted purpose stated in clause 2 and not use the information for its own purposes or benefit.

3.4 The Receiving Party will not disclose any Confidential Information received to any third parties, except as otherwise provided for herein.

3.5 The Parties shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information.

3.6 All Confidential Information disclosed under this Agreement shall be and remain the property of the Disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. Principally, nothing in this Agreement shall be deemed to grant to the Receiving Party a licence expressly or by implication under any patent, copyright or other intellectual property right. The Receiving Party hereby acknowledges and confirms that all existing and future intellectual property rights related to the Confidential Information are exclusive titles of the Disclosing Party. For the sake of clarity based in reciprocity and good faith of the Parties, the Receiving Party will not apply for or obtain any intellectual property protection in respect of the Confidential Information received. Likewise any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

3.7 The Receiving Party shall promptly return or destroy all copies (in whatever form reproduced or stored), including all notes and derivatives of the Confidential Information disclosed under this Agreement, upon the earlier of (i) the completion or termination of the dealings contemplated in this Agreement; (ii) or the termination of this Agreement; (iii) or at the time the Disclosing Party may request it to the Receiving Party.

3.8 Notwithstanding the foregoing, the Receiving Party may retain such of its documents as required to comply with mandatory law, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation.

3.9 In the event that the Receiving Party is asked to communicate the Confidential Information to any judicial, administrative, regulatory authority or similar or obliged to reveal such information by mandatory law, it shall notify promptly the Disclosing Party of the terms of such disclosure and will collaborate to the extent practicable with the Disclosing Party in order to comply with the order and preserve the confidentiality of the Confidential Information.

3.10 The Parties agree that the Disclosing Party will suffer irreparable damage if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the Disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such a breach, an award of actual and exemplary damages from any court of competent jurisdiction.

3.11 The Receiving Party shall immediately notify the Disclosing Party upon becoming aware of any breach of confidence by anybody to whom it has disclosed the Confidential Information and give all necessary assistance in connection with any steps which the Disclosing Party may wish to take prevent, stop or obtain compensation for such a breach or threatened breach.

3.12 The Confidential Information subject to this Agreement is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including, but not limited to, its applicability for any purpose, noninfringement of third party rights, accuracy, completeness or correctness.

3.13 Neither Party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Further, neither Party shall have any liability to the other Party resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

3.14 Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

#### **4. Miscellaneous**

##### **4.1 Duration and Termination**

4.1.1 This Agreement shall remain in effect for a term of [number of months or years].

Notwithstanding the foregoing, the Receiving Party's duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.

##### **4.2 Applicable Law and Jurisdiction**

This Agreement shall be construed and interpreted by the laws of Norway. The court of Oslo, Norway shall have jurisdiction.

##### **4.3 Validity**

If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The Parties shall replace the invalid or unenforceable provision by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

##### **4.4 Subsequent Agreements**

Ancillary agreements, amendments or additions hereto shall be made in writing.

##### **4.5 Communications**

Any notices or communications required between the Parties shall be delivered by hand, e-mail, or mailed by registered mail to the address of the other Party as indicated above. Any subsequent modification of a Party's address should be reasonably communicated in advance to the effect of this Agreement.

#### **5. Competition**

The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either Party from developing, making or marketing products or services that are or may be competitive with the products or services of the other; or providing products or services to others who compete with the other Party; as long as those results have not become from a breach of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Mutual Non-Disclosure Agreement to be executed as of the date stated above.

FOR            SMART INNOVATION NORWAY  
                  Dieter Hirdes  
                  Head of Research and Innovation

FOR [insert name of participant or potential or current partner] [insert name of representative]  
[insert title]

Done at [place] on [date]

#### **4. References**

1. Grant Agreement Number 957755 – DoA SENDER\_Annex1\_PartB\_JN\_final\_jn
2. Smart Grid Task Force (2015): EG 3 Report - Regulatory Recommendations for the Deployment of Flexibility, Brussels, January 2015; Online: <https://ec.europa.eu/energy/sites/ener/files/documents/EG3%20Final%20-%20January%202015.pdf>
3. European IPR Helpdesk (2014): Mutual Non-Disclosure Agreement (Template), European Union 2014; Online: <http://www.iprhelpdesk.eu/sites/default/files/newsdocuments/Mutual-Non-Disclosure-Agreement-EN.pdf>