

Partnership agreement for the project: "Alpine Space Innovation Strategy (ASIS)"

Article 1

Definitions

For the purposes of the present partnership agreement the following terms shall have the following meanings:

- (a) Lead partner: the project partner who takes the overall responsibility for the submission and the implementation of the entire project (corresponds to the term "lead beneficiary" used in the European Structural and Investment Funds Regulations and is hereinafter referred to as "LP").
- (b) ERDF-lead partner: the project partner who takes the overall responsibility for the financial management of the ERDF-funds granted to the project, especially financial monitoring, accounting and financial reporting in case the LP comes from a non-Member State (hereinafter referred to as "ERDF-LP").
- (c) Project partner: all the other partners participating in the project and contributing to its implementation according to the project application form (corresponds to the term "beneficiary" used in the European Structural and Investment Funds Regulations and hereinafter referred to as "PP").
- (d) Project participants: LP, ERDF-LP and PP.
- (e) Project observers: actors that do not contribute to the implementation of the project in terms of financial contributions or daily management, but are invited by the project participants to take part in the project in an observant role or advisory capacity.

Article 2

Object of the partnership agreement

- (1) The present partnership agreement shall lay down the arrangements regulating the relations among the project participants in order to successfully implement the transnational project "Alpine Space Innovation Strategy " described in the project application form (AF) and to ensure compliance with the conditions set out by the European Structural and Investment Funds Regulations and the Alpine Space programme (ASP) for receiving the subsidy.
- (2) The European Structural and Investment Funds Regulations lay down the common principles, rules and standards for the implementation of projects in structural funds programmes. The provisions of the programme are outlined in the cooperation programme and specified in the ASP project implementation handbook. The model subsidy contract which will be signed by the managing authority (hereinafter "MA"), the LP and ERDF-LP sets out the standardised conditions under which the programme grants the subsidies from the European Regional Development Fund (ERDF) to the approved projects. The project AF, which is attached to the present agreement and forms an integral part of it, describes in details the above mentioned project and the contributions of all project participants to the project.
- (3) Each of the project participants acknowledges all the above mentioned documents (European Structural and Investment Funds Regulations, Cooperation Programme, ASP project implementation handbook, project AF and model subsidy contract as binding on itself.
- (4) The present partnership agreement serves also explicitly as written power of attorney of the PP to LP and ERDF-LP and authorises them to perform the specific duties and responsibilities as set out below.

Article 3

Duration of the agreement

The present partnership agreement shall come into force upon signature by all project participants and under the condition that the project is approved for co-financing by the programme committee. It shall remain in force until the LP and ERDF-LP have discharged in full their obligations towards the MA.

Article 4

Project management

- (1) The LP shall be responsible for the overall coordination, management and implementation of the project.
- (2) In particular, the LP shall:
 - (a) ensure a sound management of the project according to the relevant standards for professional project management,
 - (b) ensure the quantitative and qualitative delivery of the planned project activities, outputs and results, as stated in the approved AF,
 - (c) ensure that information and communication activities are carried out in accordance with the respective European Structural and Investment Funds Regulations, the rules set by the ASP project implementation handbook and subsidy contract, as well as the project application, and coordinate the respective project activities,
 - (d) ensure that all project participants support the programme in its evaluation activities (e.g. by providing project information and answers to evaluators commissioned by the programme),
 - (e) forward to the PP copies of official documents related to the project (such as signed subsidy contract, approved AF, project reports, communication between MA and LP) and keep the PP informed on a regular basis about all relevant communication between LP and MA or Joint Secretariat (JS),
 - (f) inform the PP about all essential issues related to project implementation without any delay,

- (g) ensure that the project is implemented in compliance with the relevant regulations of the European Union, the programme rules and the applicable national legislation, especially European Structural and Investment Funds Regulations and regulations concerning equal opportunity, environment, state aid and public procurement,
 - (h) be responsible for the correct use of the ERDF funds received for the project,
 - (i) fulfil all obligations as set out in the subsidy contract,
 - (j) ensure that undertakings are selected in a non-discriminatory and transparent way (same conditions for all) in case they participate in or benefit from the project activities (e.g. trainings) and/or operate/maintain the project outputs and results.
- (3) Since the tasks and responsibilities of the LP are assumed by a project participant coming from a non-Member State, the project participants herewith nominate one project participant coming from a Member State to act as ERDF-LP. This ERDF-LP shall assume all tasks and duties as set out in the European Structural and Investment Funds Regulations, the Cooperation Programme, the project implementation handbook, the present agreement and the subsidy contract related to the financial management of the ERDF-funds granted to the project. The LP and ERDF-LP will closely co-operate in performing their tasks. Both of them will sign the subsidy contract with the MA, both of them bear the responsibility for the entire project towards the MA and both of them will commonly monitor the project implementation and report on it.

Article 5

Obligations of the project partners

- (1) The PP are obliged to respect all rules and fulfil all obligations set forth in the present agreement and the conditions under which the programme grants subsidies to the selected projects.
- (2) They commit themselves to do everything in their power to contribute to the implementation of the project as set out in the project AF.

(3) The PP shall support the LP and the ERDF-LP to fulfil their tasks according to the subsidy contract.

(4) In particular, each PP shall:

- (a) ensure the quantitative and qualitative delivery of its planned project activities, outputs and results, as stated in the approved AF,
- (b) provide the LP and the ERDF-LP, without any delay and within the deadline set by them, with any information needed to coordinate and monitor the implementation of the project, for reporting purposes and to react on any requests of the programme,
- (c) ensure timely reporting on its activities and costs in accordance with the time schedule of the project,
- (d) inform the LP and the ERDF-LP immediately about any circumstance that may adversely affect the implementation of the project in accordance with the project application,
- (e) only implement changes in its approved budget if they comply with the flexibility rules stated in the ASP project implementation handbook and if prior approval from the LP and the ERDF-LP or the programme bodies has been provided, as appropriate,
- (f) carry out appropriate information and communication activities under the coordination of the LP (see also article 11 of this agreement) as stated in the approved AF,
- (g) be committed to take part in any evaluation activity (e.g. by providing project information and answers to evaluators commissioned by the programme),
- (h) comply with the relevant regulations of the European Union, the programme rules and the applicable national legislation, especially European Structural and Investment funds regulations and regulations concerning equal opportunity, environment, state aid and public procurement,
- (i) be responsible for the correct use of the ERDF funds received for the project,
- (j) support the LP and the ERDF-LP to fulfil all obligations as set out in the subsidy contract,
- (k) ensure that undertakings, in case they participate in or benefit from the project activities (e.g. trainings) and/or operate/maintain the project outputs and results, are selected in a non-discriminatory and transparent way (same conditions for all).

Article 6

Organisational structure of the partnership

- (1) For the successful management and completion of the project, a project steering group (hereinafter "PSG") shall be set up.
- (2) The PSG shall be composed by competent representatives of all project participants and shall be chaired by the LP. It shall meet on a regular basis. Project observers shall be invited to take part in the PSG in an advisory capacity.
- (3) The PSG shall:
 - (a) be responsible for monitoring the implementation of the project,
 - (b) be responsible for settlement of any disputes among project participants,
 - (c) have the possibility to set up sub-groups or workgroups to deal with specific tasks related to the project.
- (4) Further aspects may be set out in the rules of procedure of the PSG.

Article 7

Cooperation with third parties

- (1) In case of cooperation with third parties with regard to the project, the relevant project participant shall remain solely responsible towards the other project participants concerning compliance with its obligations as set out in this partnership agreement. Project participants shall inform each other about the scope of such contracts and the names of the contracted parties.
- (2) The project participants herewith expressly declare to obey the relevant laws and programme's eligibility rules whenever they purchase something for the project.

- (3) No project participant shall have the right to transfer their rights and obligations under this agreement to a third party without the prior consent of the other project participants and the responsible programme bodies (programme committee or MA, as appropriate). This approval shall be granted by the project participants and the programme bodies (by the latter unless otherwise stipulated by the programme rules) if such third party offers the same guarantee as the transferring project participant for the fulfilment of its rights and duties related to the project as laid down in the present agreement. In this case the transferring project participant is obliged to assign all rights and obligations and all project related documents to each and any legal successor.

Article 8

Financial management

- (1) To ensure a sound financial management of the project each project participant shall:
- (a) install separate accounts or adequate bookkeeping systems for the financial settlement of the project ensuring that the expenditure and the revenues as well as the received national and ERDF funds related to the project are clearly identified.
 - (b) strictly follow the eligibility rules set up by the programme (factsheet “what can be co-financed”) and, if applicable, the national rules.
- (2) The LP and the ERDF-LP shall furthermore:
- (a) constantly monitor the exhaustion of the project budget foreseen for each project participant and ensure that budget shifts are carried out within the limits and according to the rules as set out by the programme,
 - (b) ensure that the expenditures made by the project participants have been used for the purpose of implementing the project and correspond to the activities agreed on by the project participants and set out in the approved AF.
- (3) If a PP fails to inform the LP of any deviation from the approved AF within the deadline agreed on with the LP, the LP and the ERDF-LP are entitled to refuse to include in the project report the costs of this

partner that are connected to such deviations and/or that result in an overspending of the approved budget of this partner. Similarly, if a PP fails to provide the necessary input for the preparation of the project reports within the deadline agreed with the LP, the LP and the ERDF-LP are entitled to refuse to report costs of this PP to the programme.

Article 9

Reporting

- (1) The LP and the ERDF-LP may only request ERDF payments for the project by presenting project reports to the JS. Furthermore, the LP or the ERDF-LP might be asked by the programme implementing bodies (MA or JS) to provide additional information on other aspects related to the project. To this end, each PP shall provide the LP and the ERDF-LP with all information that they deem necessary for the preparation of reports and other specific documentation as requested by MA or JS. The LP and the ERDF-LP shall provide all PP with copies of any report and documentation that will be submitted to MA or JS and keep the PP informed about all relevant communication with MA or JS (see also article 4 par. (2) lit f).
- (2) After the reports have been checked by JS in coordination with MA the respective ERDF funds will be transferred to the account of the ERDF-LP by the certifying authority. The ERDF-LP shall forward the ERDF funds to the PP in accordance with the information provided by the MA and without any delay. In case any delay is imputable to the ERDF-LP the PP may claim usual interest rates which the ERDF-LP must not pay from the approved project budget.

Article 10

First level control, Audits

- (1) All project expenditure to be ERDF co-financed must be verified by the responsible public or private institution, following the rules set out in the relevant national first level control system.

- (2) In case of ERDF co-financing of expenditure incurred by a project participant located outside the cooperation area but in the area of a Member State participating in the programme, this project participant shall have their costs validated by the first level control body authorised by the State where the participant is located.
- (3) Each project participant shall get in touch with their first level control body as early as possible to clarify which documents are needed by this body to perform its task. Furthermore the project participants shall enable the first level control body to audit the proper use of funds.
- (4) With regard to audits that will be carried out in addition to the first level control (by auditing bodies working on behalf of the European Union or the programme), each project participant shall:
 - (a) keep available all files, documents and data related to the project, either in original or as certified copies, on commonly used data media safely and orderly, until the MA informs that keeping the documents is no longer required by the programme,
 - (b) make all necessary arrangements to ensure that any audit, notified by the duly authorised authority, can be carried out smoothly,
 - (c) give these authorities any information about the project they request and give them access to the accounting books, supporting documents and all other documentation related to the project.
- (5) National regulations on audits and retention of data and records that are binding for the project participant shall remain applicable provided that such entail more stringent obligations.
- (6) The provisions set out above remain applicable to the project participant that withdraws or is debarred from the project.

Article 11

Intellectual property rights, Project results, Information and communication activities

- (1) All products (material and intellectual) that derive from the project will be the joint property of all project participants. Consequently, each project participant shall grant a simple, non-exclusive right of use of any produced work of authorship to all other project participants. Concerning small scale investments made by the LP, the ERDF-LP or a PP the project participants shall agree beforehand on the conditions for its use after project end (e.g. by taking a decision in the project steering group).
- (2) The project participants ensure that any outcome and result produced during project implementation can be used by all interested persons and organisations free of charge. Moreover, the PP will support the LP and play an active role in any actions organised by the programme to disseminate and capitalise on project results.
- (3) The project participants shall carry out all information and communication activities in accordance with the relevant European Structural and Investment Funds Regulations, the rules set by the ASP project implementation handbook, the provisions of the subsidy contract and the project AF. These activities shall be coordinated by the LP.

Article 12

Defaults and remedies

- (1) Each project participant is directly and exclusively responsible towards the other project participants for the due implementation of their contribution to the project as described in the approved AF, as well as for the proper fulfilment of their obligations as set out in this agreement. Should a PP not fulfil their obligations under this agreement in due time, the LP and the ERDF-LP shall admonish the PP to fulfil such obligations within a reasonable period of time and within one month at the latest. Should the non-fulfilment continue, the LP and the ERDF-LP may decide to debar from the project the PP concerned

with the approval of the other PP. The MA and JS shall be informed in advance of such an intended decision. The excluded PP is obliged to prove that any ERDF funds received for the project were used for activities and investments carried out for the benefit of the project and that such activities and investments can be used for the further implementation of the project. Should the excluded PP fail in doing so, this PP is obliged to repay the relevant ERDF funds to the programme, via the ERDF-LP. The excluded PP is liable to compensate any damage to the remaining project participants due to their exclusion.

- (2) All project participants herewith oblige themselves to compensate each other for those damages that may result from intentional or gross negligence, non-performance or mal-performance of any of their obligations under the present agreement.
- (3) Should the programme face a budget reduction due to the de-commitment rule and should the ERDF funds allocated to the project be reduced as a consequence, the project participants herewith agree that the budget reduction shall be imputed to the project participants that have contributed to the underspending by not reporting according to the time schedule of the project as stated in the approved AF, unless a different decision is taken by the PSG by consensus.
- (4) In case a reimbursement of ERDF is due – based on the provisions of the subsidy contract – the MA will deduct the respective amount from the ERDF requested by the project in the next available project report. This reduction will be applied to the ERDF-LP or partners that have caused the request for ERDF repayment. If it is not possible to recover the due amount of ERDF by deducting it from the next available project report, the ERDF-LP will be asked to ensure the reimbursement of the funds to the MA without delay. If this request for ERDF reimbursement was caused by a PP other than the ERDF-LP, this partner is obliged to reimburse the ERDF-LP in full and without delay. In case no project participant can be held responsible for the request for ERDF repayment or deduction, the amount requested shall be reimbursed to the MA by the ERDF-LP and then apportioned between all project participants proportionally to the share of their budget (meaning the amount of ERDF they have been granted according to the approved AF).

Article 13

Changes in the project and the project partnership

- (1) The PP take note of the rules set out in the subsidy contract as regards changes in the project. They shall inform the LP and the ERDF-LP without delay of any deviation from the project as set out in the approved AF, so that the LP and the ERDF-LP are in the position to properly monitor the project implementation and to take any necessary countermeasure at the appropriate time.
- (2) Project participants are aware that the MA is entitled to withdraw from the subsidy contract if the number of project participants falls below the required minimum number of participants per project, as stated in the terms of reference of the call for proposals applicable to the project. Project participants are also aware that a decrease of project participants could entail a lower quality of the project and thus might need a re-approval of the programme committee. Thus, the project participants herewith agree not to back out of the project unless there are unavoidable reasons for it.
- (3) In case a project participant withdraws from the project, is debarred from it, has become insolvent or closed down as a result of bankruptcy or decision of its owners, the remaining project participants will undertake all possible measures to find a rapid and efficient solution to ensure the further proper implementation of the project without any delay. Consequently, the project participants will ensure that the contribution of the withdrawing project participant is taken over either by one or more of the remaining project participants or by one or more new partners additionally integrated in the project partnership. The PP take note of the rules set out in the subsidy contract as regards changes in the project partnership.

Article 14

Project data

- (1) The project participants herewith agree that the MA is entitled to use the data included in the project AF and/or acquired in the course of the project implementation and that the MA is entitled to convey these

data to the organs and authorised representatives of the following bodies and authorities: first level control bodies as well as bodies and authorities involved in audits carried out for the programme, European Commission, auditing bodies of the European Union, audit bodies of the Land of Salzburg, the federal audit office, and the federal ministry of finance of Austria.

- (2) Furthermore, the project participants agree that their names and addresses, their activities in the project and the amount of ERDF funds and national co-financing received for the project may be used by the programme bodies in the framework of information and communication measures concerning the programme, as well as reporting to the European Commission.

Article 15

Confidentiality

The project participants agree that any information they obtain during the implementation of the project or communication with the programme bodies is confidential, provided that the project participants or programme bodies explicitly request so.

Article 16

Language

- (1) The working language of the partnership shall be English.
- (2) This partnership agreement is concluded in English. In case of a translation of this agreement into another language than English, the English version shall be the binding one.

Article 17

Concluding provisions

- (1) Amendments and supplements to the present agreement must be in written form. Consequently, these changes of the present agreement shall only be effective if they have been agreed on in writing and have been designated as amendment or supplement of the partnership agreement (the exchange of letters, whereby one project participant proposes the changes to be made and all other project participants expressly agree via postal services, fax and e-mail, is sufficient). The LP and the ERDF-LP shall notify to the MA and the JS any envisaged amendment or supplement of the present agreement in advance to ensure that these modifications are carried out in line with the programme provisions. Modifications to the project that are approved by the responsible programme bodies (programme committee or MA, as appropriate) shall be effective as alterations of the present agreement, also without adherence to the above mentioned formal requirement.
- (2) Should any provision in this agreement be wholly or partly ineffective, the remaining provisions remain binding for the parties. The parties agree to replace the ineffective provision by one serving the purpose of the agreement as closely as possible.
- (3) In case of differences that are not ruled by this agreement, the parties agree to find a joint solution.
- (4) In case of any disputes among themselves, the project participants will endeavour to work towards an amicable settlement. Disputes will be referred to the PSG. Should efforts to achieve an amicable solution fail, the project participants will seek the support of the MA. In case a solution cannot be found, the parties herewith agree that France shall be the venue for all legal disputes arising from this agreement.
- (5) The laws of France, being the laws of the country of the ERDF-LP shall apply to all legal relations arising in connection with this agreement.

(6) 11 copies will be made of this agreement; of which each party keeps one.



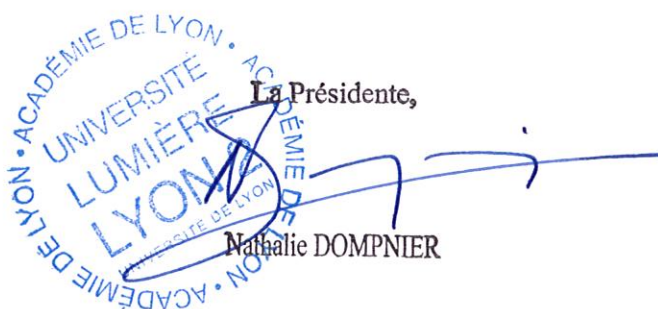
Lyon, France December 12 2017 (place and date, stamp)

For Chaire d'entrepreneuriat en Économie Sociale et Solidaire de l'université Lyon 2 (name of lead partner)

The president of the Lyon 2 University Ms Nathalie Dompnier (name of legal representative)

Signature and Stamp

La Présidente,
Nathalie DOMPNIER





Aix-les-Bains, France on December 12 2017

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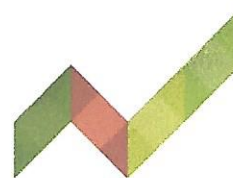
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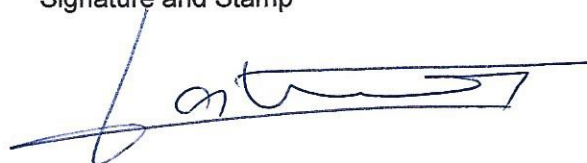
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RAZVOJNA AGENCIJA KOZJASKO – Partner 5

Jure Raztočnik

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Kulturno gospodarsko središče evropskih vesoljskih tehnologij (KSEVT) – Partner 6

Nena Dokuzov



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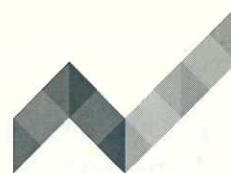


Comune di Torino Area Sviluppo, Fondi Europei, Innovazione e Smart City – Partner 7

Chiara Appendino



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Camera di commercio industria artigianato e agricoltura di Torino – Partner 8

Ing. Vincenzo Ilotte



CAMERA DI COMMERCIO
INDUSTRIA ARTIGIANATO E AGRICOLTURA
DI TORINO

Vincenzo Ilotte
Presidente

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Lyon on December 12 2017

Ville de Lyon – Partner 9



Dounia BESSON



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Austrian Standards Institute – Partner 10

Elisabeth Stampfl-Blaha



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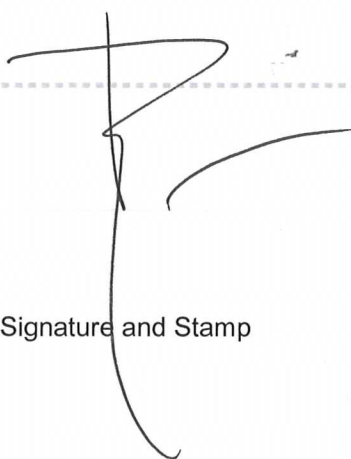
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