



PARTNERSHIP AGREEMENT

Project partner agreement governing the implementation of the TESLA project, part of the Interreg IVB NWE Programme

Between the following parties:

Lead Partner

1. Border Midland and Western Regional Assembly,
The Square, Ballaghaderreen,
Co. Roscommon,
IRELAND
Duly represented in this matter by: Mr. GERRY FINN, Director
Amount of match funding: €195,504.96

Partners

2. Cork Institute of Technology,
Bishopstown, Co. Cork.
IRELAND
Duly represented in this matter by: MR. Michael Delaney, Vice President for Development.
Amount of match funding: €257,645.86
3. LIONRA,
Unit 12, Fiontarlann Teo.,
Westside Enterprise Park,
Bothar Le Cheile,
GALWAY,
IRELAND
Duly represented in this matter by: Professor Terri Scott, Convenor.
Amount of match funding: €288,958.22

4. European Business and Innovation Centre Network (EBN),
Avenue de Tervuren 168, Bte 25,
1150 Brussels,
Belgium
Duly represented in this matter by: Mr. Phillippe VANRIE, Chief Executive Officer.
Amount of match funding: €222,821.69

5. INI-Novation GmbH,
Guerickeweg 5,
64291 Darmstadt,
GERMANY
Duly represented in this matter by: Veneta Ivanova, Managing Director.
Amount of match funding: €145,228.51

6. Tilburg University,
5000 LE Tilburg,
Netherlands
Duly represented in this matter by; Mrs Miranda Noordermeer, Tilburg Law School.
Amount of match funding: €209,702.45

7. Bangor University, (registered charity number 1141565)
College Road,
Bangor,
Gwynedd,
WALES, UK
Duly represented in this matter by: Cerelia M. Ward, Assistant Accountant, (Structural Funds),
Bangor University
Amount of match funding: €352,376.14

8. LAVAL Mayenne Technopole,
6 Rue Leonard de Vinci – BP 0119,
53001 LAVAL Cedex,
FRANCE
Duly represented in this matter by: Idir AïT-ARKOUB, President, Laval Mayenne Technopole.
Amount of Match Funding: €243,982.27

The total budget for the project approved by the NWE Programme Steering Committee's decision amounts to €3,832,440

Hereinafter referred to singularly as "Partner" and jointly as the "Partners"

Whereas the following principles form the basis for the partner agreement:

- The **TESLA** project, referred to hereinafter as the "Project" with the objective of supporting the growth and development of early stage Technology based enterprises with export potential in Ireland, Wales, Germany, France, Belgium and the Netherlands through a programme of transnational pilot innovation and business support initiatives.
- A grant application for the Project was submitted by the Lead Partner within the context of the Interreg IVB Programme for North West Europe. The final form of this application, as approved by the NWE Programme Steering Committee under the Interreg IVB NWE Programme, and the Subsidy Contract (signed between the NWE Programme's Managing Authority and the Lead Partner) form the basis for the Project's implementation.
- With respect to Project implementation, it is necessary for the Partners to set out their rights and obligations within the context of the Project.
- All Partners are aware that the transnational nature of the Project is the overriding reason for obtaining and retaining a grant. Furthermore none of the Partners will be permitted to leave the Project prematurely without duly justified grounds and fulfillment of all outstanding legal and financial responsibilities to the Project..
- The approved grant application sets out the information as provided by the Partners and accepted by the North West Europe Programme. This is the work plan to be implemented jointly by the partners. One important condition for awarding a grant is the availability of co-financing. Each Partner is responsible for arranging its own co-financing and is deemed to be fully informed of the conditions under which the grant will be awarded and to have accepted these conditions.
- The Partners are aware that the Lead Partner is accountable to the Interreg IVB NWE Programme for the proper implementation of the Project, and is also responsible for complying with the obligations that arise from the grant awarded under the Interreg IVB NWE Programme, and that as a result of this responsibility, the Lead Partner is obliged to impose certain responsibilities and obligations on the other Partners in order to arrive at a reasonable partnership.
- The Lead Partner is responsible for the budgetary and financial management of the Project and must provide any information requested by the NWE Programme Steering Committee. It will only be able to properly perform this duty if this transnational Partnership Agreement

obligates the Partners to maintain their accounts and records in a certain manner and to supply all information to the Lead Partner as soon as possible upon request.

- The Subsidy Contract is an agreement concluded between the NWE Programme Managing Authority and the Project Partners – represented by the Lead Partner – setting out details of the conditions under which a grant will be awarded. The Subsidy Contract is issued by the NWE Programme Managing Authority.
- The Partners are aware that it is the Lead Partner's task to distribute the grant monies between the Partners in the prescribed manner and that the Lead Partner can therefore only meet the payment obligations towards the Partners if it has received the monies to do so in its account from the North West Europe Programme.
- With respect to projects supported by European grants, the customary period for retaining documents is three years after the financial settlement/closure of the programme concerned. As the European Commission has the option of extending the obligatory retention period for financial documents within that period, the option of extending this period must form part of the present agreement.
- Each Partner is directly accountable to the Lead Partner for proper implementation of its responsibilities in the Project and for properly performing and complying with its duties and obligations as set out in this agreement and annexes.
- The Partners are aware that the conditions under which the grant will be awarded will allow little scope for altering or adjusting the Project. The Partners will make every reasonable effort to comply with the request of any Partner to alter or adjust the Project, but they are not obligated to implement the alteration or adjustment requested.

Article 1 Terms and definitions

In the present agreement, the following terms will have the meanings assigned to them below:

- **Lead Partner:** the organisation responsible for the entire Project and to whom the Subsidy Contract with confirmation of Community aid is addressed. The Lead Partner is accountable directly to the NWE Programme Steering Committee with respect to the proper implementation of the Project. The Lead Partner organises the Project activities and meetings and is responsible for overall management. These activities can be contracted out to an external organisation.
- **Partners:** the organisations responsible for the regional activities carried out within the context of the Project, and for coordination of these activities. They see to it that the Project is

carried out in accordance with the final application form approved by the NWE Programme Steering Committee. The Lead Partner is also a Partner.

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- **NWE Programme Steering Committee:** the committee consisting of representatives of national and regional authorities in the NWE area and responsible for jointly selecting projects within the Interreg IVB NWE Programme and providing coordinated supervision of Interreg IVB NWE Programme implementation.
- **NWE Joint Secretariat:** the NWE's secretariat, which is located in Lille (FR). The NWE Joint Secretariat is responsible for the everyday running of the Interreg IVB NWE Programme.
- **Subsidy Contract:** the contract awarding the Project grant and setting out the associated conditions. The Contract is issued by the Interreg IVB NWE Programme Managing Authority, and is addressed to the Lead Partner. The Lead Partner signs this contract on behalf of all the Partners, thereby accepting the conditions under which the grant is being awarded. In doing so, it binds all the Partners to the contents of the Subsidy Contract.
- **Project application:** the project proposal, including action plan, schedule, itemised budget and communication plan, as specified in the final grant application form sent to the NWE Programme Steering Committee and subsequently approved by the Programme. The project proposal also sets out the key aims for the entire Project period. In this case the approved Project Application is the version dated 16/03/2012 and appended to this agreement.
- **Project Progress Report:** a report which the Lead Partner submits to the NWE Joint Secretariat once every six months accounting for the progress of the Project in relation to the project proposal. The Project Progress Report must be accompanied by a Payment Claim. Every Project Progress Report must also indicate the key aims for the subsequent six-month project implementation period and the extent to which the aims indicated in the previous Project Progress Report have been achieved.
- **Payment Claim:** list of actual costs incurred within the period covered by the Project Progress Report, accompanied by invoices, accounting statements and other relevant documents to provide evidence that the costs have in fact been incurred.

- **Project Manager:** the person whom the Lead Partner has appointed to be responsible for proper implementation of the Project. The Project Manager is a member of the Lead Partner's organisation and is responsible for the operational implementation of the Project.
- **Financial Manager:** the manager appointed by the Lead Partner to coordinate and take responsibility for the proper financial management of the Project.
- **Project Co-ordinator** – The person responsible for the co-ordination of the project and liaison with each of the partners on implementation and delivery arrangements. The Project Co-Ordinator is appointed by the Lead Partner.
- **Communications Manager** – Appointed by the Lead Partner, the Communications Manager is responsible for overseeing the communications strategy including project website, publicity arrangements, newsletters and dissemination of project results.
- **Regional Project Leader:** the project leader appointed by each Partner to coordinate and take responsibility for the proper implementation of its portion of the Project.
- **Background Intellectual Property: means** (i) any Intellectual Property Rights controlled or owned by any of the Partners prior to the effective date of this Agreement and contributed by the Partner to the Project; and/or (ii) any Intellectual Property Rights generated by any of the Partners independently of the Project and controlled or owned by that Partner; and/or (iii) any Intellectual Property Rights to which any Partner has the necessary rights for the purpose of the Project excluding Project Intellectual Property.
- **Project Intellectual Property: means** any and all Intellectual Property Rights which at any time after the effective date of this Agreement subsists in the Project Results (whether in their entirety or in particular features or combinations of them).
- **Project Results: means** the information, Know-how, data, materials and products arising out of, and other tangible or intangible results of, any research, development or other work undertaken by or on behalf of any of the Partners in connection with the Project.

To oversee the correct implementation of the Project, the following committees will be established:

- **Project Steering Committee:** the decision-making body within the Project, whose members will be the persons authorised by each Partner to take decisions. Each Partner will appoint one such person. The Steering Committee will be chaired by a representative of the Lead Partner. Any proposed alterations or adjustments to the Project must be submitted in advance to the Steering Committee for its approval. The Project Steering Committee will supervise the progress of the Project and all Partners are obligated to provide as complete information as possible at the Project Steering Committee's request. The Project Steering Committee will meet at least once every year in line with the organisation of Technical project meetings. The Project Manager will attend these meetings.
- **An Action Team** will be put in place to co-ordinate each action in the project. The Action Team will be chaired by the designated Action Leader. The Action Team will be comprised of representatives of all partner organisations involved in that action and will report to the Project Steering Committee. The Action Team may organise sub groups as appropriate to draft terms of reference in accordance with a format agreed by the Project Steering Committee, oversee the development of each action, make decisions on suitable participants to each action, monitor the implementation and disseminate results of each action.

Article 2 Scope and validity of agreement

- 1 The conditions set out in this agreement will apply to all actions taken by the Partners within the context of implementing the Project. These conditions will also be deemed to form part of any further agreements to be concluded with respect to this Project.
- 2 Deviations from these conditions will only apply insofar as they have been agreed between all the Partners in writing.
- 3 Other conditions and/or standing rules, regardless of their nature or form, will not apply to the legal relationship between the Partners, unless and insofar as they have been included in an Annex to this agreement.
- 4 By signing this agreement, the Partners will be deemed to accept these conditions.
- 5 If any conditions set out in this agreement must be regarded as null and void, invalid or as voidable in a specific case under the Lead Partner's national law or European legislation, such conditions will be deemed to have been modified in such a way in that specific case that their nullity, invalidity or voidableness can no longer be invoked.
- 6 This agreement and any actual or juristic act to be performed under the terms of this agreement will be subject to the law of the **Irish Republic** without prejudice to the Partners' obligation to comply with their obligations under the law of the European Community and their own national law.
- 7 The Partners will be deemed to be familiar with the obligations arising from European and their own national law and will not be permitted to invoke a lack of knowledge against the other Partners.
- 8 The annexes attaching to this agreement will be deemed to be an integral part of the agreement. Each annex will be drawn up in **eight** duplicate copies. The annexes will be numbered consecutively in the order in which they are published. Each Partner will receive a copy of the annex so drawn up.
- 9 The Subsidy contract will be attached to the agreement as Annex 1, along with the project's approved final application form; these documents will form part of the present agreement. All the Partners will be deemed to be familiar with the contents of the Subsidy contract and the project's approved final application form and to understand and accept these contents.
- 10 In the event that the present agreement and annexes are translated, the English version, as signed by the Partners, will be regarded as the applicable version.
- 11 Should agreements be concluded with third parties or investments be made with respect to the Project implementation, all the relevant provisions under European law, including – but not restricted to – the provisions set out in Articles 30, 32 and 59 of the EC Treaty, in the EC Regulations concerning public procurement and procurement in the utility sectors, and in EC legislation on the environment, must be complied with. Each of the Partners will guarantee that in its portion of the Project it will correctly comply with the provisions set out under European law.

12 Independent Contractor

- 12.1** In the performance of all services hereunder each of the partners shall be deemed to be and shall be independent contractors.
- 12.2** No partner is authorised or empowered to act as agent for either of the other partners for any purpose and shall not on behalf of the other partners enter into any contract, warranty, or representation as to any matter. No partner shall be bound by the acts or conduct of either of the others.
- 12.3** Nothing in this Agreement shall create or be deemed to create a formal legal Partnership under any jurisdiction or to have created the relationship of principal and agent, a membership or any other legal entity between the partners other than as specifically set out herein.

13. Force Majeure

- 13.1** A partner shall not be deemed to be in default of its obligations under this Agreement nor shall it be liable to the others to the extent that it is unable to perform all or any of its obligations under this Agreement by reason of a Force Majeure Event. A Force Majeure Event shall include any act preventing any partner from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable contemplation and control of the partner so prevented, act of God, war or national emergency, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, explosion, flood, storm or epidemic and pandemics (including Swine Flu).
- 13.2** A partner claiming that a Force Majeure Event has occurred and that the partner's performance of its obligations is delayed or prevented by that event shall promptly notify the other Party: that (1) a Force Majeure Event has occurred and (as the case may be) either (2) that by reason of that event the partner is either unable to perform all or any of its obligations under the Agreement or (3) that the performance of those obligations will be delayed (as the case may be); and act diligently if reasonably possible to overcome remove or mitigate the effects of the Force Majeure Event; and promptly notify the other partners when the Force Majeure Event has ceased.
- 13.3** If any partner is prevented from performance of its obligations for a continuous period in excess of three months by reason of a Force Majeure Event the other partners may serve a written notice of termination upon the partner so prevented in which case this Agreement shall terminate immediately.

Article 3 Term of the agreement

- 1 This agreement will be entered into for the duration of the Project. The agreement will enter into effect on the date on which it is signed. It will remain in effect until the Lead Partner has fully discharged its obligations under the Project. The end date established for the project is May 30th 2015. However the documentary retention requirements apply until 2021 or three years after the closure of the Programme by the EU Commission, whichever is the latest.
- 2 If the agreement enters into effect before the date which the NWE Programme Steering Committee has selected as the starting date for qualifying expenditure as eligible, any costs incurred by the Partners prior to this date will be regarded as non-eligible and will be paid by the Partner that incurred these costs, unless the parties agree otherwise in writing prior to such costs being incurred.
- 3 After the NWE Joint Secretariat have approved the final Project Progress Report and the final Payment Claim, the agreement will terminate on the date on which each of the Partners has collected its share of the final transfer of funds intended to settle up the grant awarded within the context of the Project.
- 4 The agreement will terminate at the end of the period agreed, unless the Partners agree in writing to renew the agreement.
- 5 The agreement cannot be cancelled prematurely except by means of a decision taken by the Project Steering Committee which also makes arrangements regarding the consequences of such premature termination. Any such decision must have the prior consent of the NWE Joint Secretariat.
- 6 The obligations related to retaining documents and any liability which arises from improperly implementing or omitting to implement the Project will exist even after this Partnership agreement has ended.

Article 4 Amending the agreement

- 1 If it becomes clear while implementing the Project that the actual circumstances impede proper implementation, the Partners, acting jointly or individually, will inform the Project Steering Committee in a timely fashion about the problems which have arisen and, if possible, make suggestions for amending the agreement and/or annexes which form part of the agreement. Within the context of this agreement, amendment will also be taken to mean adjustment, supplement or restriction.
- 2 The Project Steering Committee will discuss the problems referred to in Article 4.1 and investigate possible solutions within the agreement before suggesting any solutions which make it necessary to amend the agreement and/or the accompanying annexes.
- 3 The Project Steering Committee will decide which of the solutions is to be implemented. If its decision involves an amendment to the agreement and/or the accompanying annexes which requires it to consult the NWE Joint Secretariat, or to have the approval of the NWE Joint Secretariat, the

Project Steering Committee must first engage in the required consultations and/or obtain the required approval.

- 4 Any amendment to the original agreement will be noted in the text and the unabridged text and a reference to the original agreement will be attached to said agreement as an annex. All amendments must be approved in writing by an authorised signatory of each Partner. Any amendment to the agreement which is introduced in the aforementioned manner will be binding on all the Partners.

Article 5 Working language

- 1 The working language for this Project is English.
- 2 All Partners must draw up their written documents in English before submitting them to the Lead Partner or other Partners. Any extra expense associated with having the documents translated will be paid by the Partner which has submitted the document.

Article 6 Transfer of partner position and calling in third parties

- 1 If the legal form of a Partner is altered while the agreement is in effect, or if a Partner is involved in a merger or division or is succeeded by general and universal title, the new entity will be deemed to have assumed the position of the original Partner. If it becomes apparent that not all the obligations under this agreement have been lawfully assumed and performed by the new entity, neither the old entity nor the new one may derive any rights from this agreement.
- 2 In the situation referred to in Article 6.1, the Partner concerned will immediately inform the other Partners in writing, taking care to adequately describe the consequences – including any change in its representative authority – and to report its new name and address details where applicable.
- 3 The Partners will not be entitled to transfer their rights and obligations under the agreement (hereinafter referred to as the “Partner Position”) to another party within the context of the Project without the written consent of all other Partners and the NWE Joint Secretariat. After transferring its Partner Position, the original Partner will remain jointly and severally liable (for those elements which they undertook) with the new Partner for the proper implementation of the Project.
- 4 The Partners will be entitled to call in third parties to assist in implementing the Project, without prejudice to their responsibilities and liability under the present agreement.
- 5 A Partner that calls in third parties to assist in performing the agreement will be wholly liable for the actions of these third parties and will protect the remaining Partners in this respect.
- 6 Cooperation with third parties including subcontractors shall be undertaken in accordance with the procedures set out in EU public procurement directives.

Article 7 Decision-making under the agreement

- 1 It will be necessary within the context of Project implementation to take decisions concerning the general progress of the Project as well as the progress of the Project at interregional and regional level.
- 2 Unless the project proposal indicates otherwise, the Project Steering Committee will determine which decisions it reserves for itself and which decisions will be taken by the Action Teams. It will document this in the minutes of its meetings.
- 3 The quorum for a meeting of the Project Steering Committee shall be a simple majority of the partners (i.e., not less than 5). If any meeting of the Project Steering Committee is not quorate, then the meeting shall be rescheduled at such other date and time as the Partners may agree. If such a re-scheduled meeting is not quorate decisions may be made and will be valid so long as they are approved by subsequent ratification by the Project Steering Committee members. Requests for such ratification may be sent by letter or electronic communication. Partners must provide a response to a written request for ratification within 14 days of its receipt.
- 4 Meetings of the Project Steering Committee will be held at a location to be selected by the Lead Partner.
- 5 The persons who belong to the Project Steering Committee will receive a convening notice for a meeting no later than two weeks prior to the date of the meeting, unless an urgent matter has made it necessary to convene a meeting without delay, in which case a shorter period may apply. This period may not, however, be so short that the said members are not given a reasonable time to attend the meeting.
- 6 A substitute may take the place of the person designated as the Partner's representative on the Project Steering Committee, provided that the substitute has the same representative authority.
- 7 The agenda for a meeting of the Project Steering Committee will be set by the Lead Partner, with the remaining Partners being entitled to propose additional agenda items up to a week before the meeting. In the case of urgent meetings, the Partners will be entitled to propose additional agenda items during the meeting.
- 8 If a Partner is represented at a meeting, it is entitled to cast one vote. The Project Steering Committee will take decisions unanimously. A proposal will be deemed to have been rejected if any Partners represented at the meeting have rejected it. Partners that are not represented at the meeting will be entitled to cast their vote in writing prior to the meeting by sending their statement to the Lead Partner.
- 9 The minutes of meetings of the Project Steering Committee will be sent to each Partner and will be regarded as having been approved if, within two weeks of the minutes being sent, none of the Partners notifies the Lead Partner in writing that it has not approved the minutes. If the minutes are not approved, a note will be made of the item for which approval has been withheld along with the name of the relevant Partner, and the remaining minutes will be deemed to have been approved. The

approved minutes may be attached to the agreement as a annex, but they are equally binding on the Partners even if they are not.

- 10 The Lead Partner will select the location for meetings of the Action Teams
- 11 Meetings of Action Teams will be convened and the agenda set in the same manner as stipulated in this agreement for meetings of the Project Steering Committee
- 12 The minutes of meetings of the Action Team will be sent to each Partner. The minutes will be regarded as having been approved if, within two weeks of the minutes being sent, none of the Partners notifies the Lead Partner in writing that it has not approved the minutes. The approved minutes may be attached to the agreement as a annex, but they are equally binding on the Partners even if they are not. If the minutes are not approved, the item which causes a Partner to withhold its approval of the minutes will be submitted to the Project Steering Committee for its decision and the remaining minutes will be deemed to have been approved.
- 13 The Lead Partner may ask the NWE Joint Secretariat to advise it or mediate on its behalf at any time, either on its own initiative or at the request of one of the Partners.

Article 8 Partners' general obligations

- 1 All Partners will be deemed to be familiar with the statutory rules under European law, national statutory regulations, orders, decrees and rulings, permits and exemptions which are relevant for the performance of the present agreement, specifically with respect to their own responsibilities in the Project. The implications associated with compliance with these rules, regulations, permits and exemptions will be at the expense and risk of the Partner whose portion of the Project is affected.
- 2 The Partners guarantee that in performing the agreement, they will comply with all regulations and other rules referred to in Article 8.1. If for any reason whatsoever a Partner has not obtained the permits or exemptions or has not completed any other formalities required for the Project in good time or at all, or if it has not followed the prescribed procurement rules in good time or at all, that Partner will be deemed to have failed in its part of the Project under the terms of the present agreement.
- 3 The Partners will make every effort to complete implementation of the project in accordance with the project proposal and any changes to that proposal.
- 4 The Partners will cooperate on the agreed procedures and will provide the information required to perform the agreement properly as quickly as possible at another partner's request. The Partners will act prudently towards one another and refrain from harming one another's interests unnecessarily, either within or outside the context of this agreement.
- 5 The Partners must notify the Lead Partner by registered letter within two weeks of any change in their address, name or representative. The Lead Partner will immediately pass on these changes in writing to the remaining Partners. Changes which are not notified in writing in the prescribed manner cannot be invoked against the other Partners.

Article 9 Lead Partner's obligations

The duties and obligations of the Lead Partner as set out in this agreement and the accompanying annexes (for example the project's approved final application form) include the following:

- To appoint the Project Manager, who has general operational responsibility for implementing the Project, and to appoint the Project Co-Ordinator, Financial Manager and Communications Manager. ;
- To start up the Project in accordance with the project proposal;
- To implement the Project as a whole while keeping to the schedule referred to in the project proposal, and to perform the obligations arising from the grant awarded under the Interreg IVB NWE Programme;
- To implement and coordinate the publicity and public information initiatives described in the Communication Action Plan;
- To take receipt of the grant money paid out under the Interreg IVB NWE Programme and to distribute the share of the aforementioned grant money accruing to each Partner by virtue of this agreement;
- To manage and if necessary verify the way grant money provided under the Interreg IVB NWE Programme has been spent;
- To oversee the entire Project administration, and to prepare all documents required for the final audit;

To draft and submit periodic progress reports and a final report, to update budget-related documents, requests for payment and financial reports and to apply to the NWE Joint Secretariat specifically to adjust the size of the budget or the budget term.

Article 10 Partners' obligations

The duties and obligations of the Partners as set out in this agreement and the accompanying annexes (for example the project's approved final application form) include the following:

- To appoint a Regional Project Leader to oversee its responsibilities in the project and to guarantee to the Regional Project Leader and the other Partners that the Regional Project Leader is authorised to represent the relevant Partner;
- To coordinate and undertake interregional activities as agreed between all the Partners;
- To implement that portion of the Project for which it is responsible, and to comply with the obligations arising from the grant conditions as awarded under the Interreg IVB NWE Programme;
- To make co-financing available as set out in the approved application in respect of the Partner responsibilities and actions. To organise local partnerships in their region to assist with local planning and strategy ;

- To draft activity reports as well as the budgetary and financial reports which must be submitted to the Lead Partner;
- To notify the Lead Partner immediately in writing of any events that may bring about a temporary or permanent interruption in or any other deviation from the Project;
- To engage with other stakeholders in the partner regions in order to add value to the delivery of the TESLA Project.
- To participate in activities undertaken by the Interregional Steering Group and the Transnational Co-ordination Group.
- To repay /correct any disbursed ERDF sums subsequently found to be irregular by a project audit, EU or Programme Verification audit or a sample check by the Lead Partner.
- In the unlikely event of a withdrawal from the project the partner will settle all unpaid bills prior to leaving the Partnership and to endeavour to find a replacement partner.
- To contribute to the on going monitoring and evaluation of the project.

Article 11 Reporting

- 1 The Partners will provide the Lead Partner with all the information that it needs in the prescribed form to draw up the mandatory reports for the Project as well as all other reports on activities, requests for payment and other documents requested by the NWE Joint Secretariat. The information so requested will be furnished to the Lead Partner within the timeframe agreed by the partners and in the most complete form possible.
- 2 The Partners will provide the Lead Partner with copies of all documents and newspaper cuttings promoting the Project at regional level.
- 3 The Lead Partner will systematically send each Partner copies (including copies of original documents) of the reports, accounts, requests for payment and other documents to be specified at a later date which have been submitted to the NWE Joint Secretariat.
- 4 The Lead Partner will inform the Partners on a regular basis about any relevant communication between the Lead Partner and the NWE Joint Secretariat.

Article 12 Financial management and budget adjustments

- 1 The Lead Partner will be responsible for drafting and routing Payment Claims, and for drafting and routing requests to adjust budgets.
- 2 In accordance with the Interreg IVB NWE Programme rules, Partner requests to adjust budgets must be submitted to the Lead Partner, who will collect the requests and, before taking further action, will

consult with the Project Steering Committee. The Lead Partner will inform the Partners of the further steps to be taken.

- 3 The project budget which has been approved by the NWE Programme Steering Committee will be decisive for the total eligible expenditure as well as for the various expenditure categories. This is the legal basis for any subsequent budget modification requests, as per the Subsidy Contract. The approved Partner Budget profiles may be amended by agreement of the partners at the Project Steering Committee.
- 4 Immediately upon receipt of the first payment and all subsequent payments,, the Lead Partner will route payments made by the Interreg IVB NWE Programme to the other Partners on the basis of the actual certified costs, after submission of sufficient documentary evidence for the expenditure. If the Commission's payment is at odds with the actual costs, payment will be in proportion to the region's share in the overall Project.
- 5 The Lead Partner will be responsible for the general overall Project administration, as distinct from the separate accounts kept by each separate Partner on that portion of the Project for which the Partner is responsible.
- 6 Activities concerning the overall Project as such may only commence after the Project Steering Committee has approved them and the budget specifications described in the approved application
- 7 . If the actual overall cost of these activities is expected to exceed the budget reserved for them, the Project Steering Committee will be so notified.
- 8 In the event that the notification referred to in Article 12.7 is given, the Project Steering Committee will also determine how to distribute the extra costs of the general/interregional activities. The basic principle is that the extra costs will be divided between the Partners in proportion to each region's share in the overall Project. However the Steering Committee will determine and agree the basis for apportionment.
- 9 The Lead Partner's financial policy and policy on administrative monitoring and reporting (and the instructions and requests which it issues to the remaining Partners in this regard) will be based on the Lead Partner's interpretation of the rules and regulations relating to the Project in general which are stipulated by the Interreg IVB NWE Programme.
- 10 The Lead Partner will make a reasonable effort to obtain clarification and/or assistance with respect to the rules and regulations referred to above and the interpretation thereof. Such an effort will serve to avoid differences in opinion between the Lead Partner and the NWE Programme Steering Committee, which could cause the NWE Programme Steering Committee to cancel or reclaim grants awarded to one or more Partners.
- 11 The Lead Partner will not be responsible and/or liable vis-à-vis the other Partners for any negative repercussions should the NWE Programme Steering Committee disagree with the Lead Partner's interpretation and/or approach to the relevant rules and regulations.
- 12 Eligible expenditure for the purpose of the TESLA project will be determined with regard to the approved application, EU Eligibility Regulations, National Eligibility Rules and guidelines provided by

the North West Europe Programme secretariat. The Lead Partner will advise partners on all eligibility issues. Any identified underspend in the indicative partner budget may be distributed to another partner(s) in the project following agreement by the Project Steering Committee to ensure that the Project meets its' objectives.

Article 13 Project records

- 1 In accordance with the rules issued by the Interreg IVB NWE Programme and the rules governing eligible expenditure and the instructions issued by the Lead Partner, the Partners will maintain separate accounts for the Project.
- 2 The accounts will record all Project-related costs (expenditure) and earnings (income) in euros and in the Partner's own currency.
- 3 Financial accounts and/or other documents, including copies of all substantiating documents, will be submitted to the Lead Partner– according to a schedule set by the Lead Partner and with due regard to the instructions issued by the Lead Partner.
- 4 The Partners will be obligated to have their project records audited by an accredited external auditor (approved by the relevant National Approbation Body and the North West Europe Programme Authorities) according to a schedule set by the Lead Partner.
- 5 Each individual Partner will guarantee the reliability of its accounts and substantiating documents and all financial reports and documents drawn up by the Partner. The Lead Partner will be entitled at all times to request further information and documents and may deem expenditure to be ineligible.
- 6 If the Lead Partner considers that a Partner has not provided the documents required, or if it has failed to comply with the programme rules governing the eligibility of expenditure, or to comply with them properly or in good time, the Lead Partner will ask the Partner to re-draft the financial documents and re-submit them.
- 7 In the event that a Partner repeatedly fails to perform the obligations referred to in this Article, the Lead Partner will be entitled to refuse to consider the request for payment submitted by the Partner. In such a case, the Lead Partner will be obligated to inform the relevant Partner as quickly as possible in writing of its refusal to consider the request for payment and to present its reasons for doing so. Furthermore submission of expenditure claims after established deadlines set down by the Lead Partner will result in the omission of a partner claim for reimbursement. The claim will be included as part of the next reporting claim period.

Article 14 Retaining and making documents available

- 1 Each Partner will be obligated to retain the original documents needed to allow the Project to be supervised and monitored. These documents include – but are not restricted to – the documents substantiating the expenditure, more specifically the eligible expenditure.

- 2 The documents referred to in Article 14.1 must be made available at the request of the NWE Joint Secretariat/ NWE Programme Steering Committee, the subsequent bodies of the European Commission, or of the person or organisation appointed by the latter, with the Partner being deemed to have retained the original document for itself and to have sent a copy to the Lead Partner.
- 3 Both the Lead Partner and each individual Partner must retain and file all administrative and other documents until at least 2021.
- 4 The Lead Partner will be entitled to obligate the other Partners to retain documents longer than the period referred to in Article 14.3. In order to do so, the Lead Partner must, within the period referred to in Article 14.3, order the Partners in writing to retain and file the documents for a longer period to be specified.
- 5 If national rules governing the retention of financial documents prescribe a longer period of time, the Partners must retain the documents for the period stipulated by their national law.
- 6 No Partner may invoke non-retention of the relevant documents against the other Partners, even after the period referred to in Article 14.3 has expired. The present Article is not intended to alter the Partners' position with respect to the burden of proof and each individual partner destroys documents at its own risk.

Article 15 Submitting cost itemisations and payment

- 1 In order to receive grant monies, the Partners must submit cost itemisations to the Lead Partner on time and in the specified manner according to the schedule agreed with the Lead Partner.
- 2 Upon concluding the present agreement, each Partner must indicate whether and to what extent value added tax (VAT) can be reclaimed by its organisation. This point must be taken into account when the Partner draws up its cost itemisations inaccuracies in the cost itemisations referred to in Article 15.2 will be at the expense and risk of the Partner which drew up the cost itemisation, with the proviso that its entitlement to a share of the VAT will lapse if it should transpire that VAT can be reclaimed after the Partner had indicated in the cost itemisation referred to in Article 15.2 that it could not be reclaimed, or if the Interreg IVB NWE Programme refuses to pay the relevant share of the VAT.
- 3 All Partners must submit their cost itemisations in euros and the original currency. In the event that the costs have not been incurred in euros, the costs must be converted into euros on the cost itemisations at the average exchange rate as quoted on the European Commission website in the month in which the relevant costs were actually paid. If major fluctuations in exchange rates during the course of the project result in the relevant Partner exceeding the budget made available to it within the Project and the NWE Programme Steering Committee does not wish to pay out the entire

cost itemisation for this reason, the Lead Partner will not be obliged to pay out a larger sum to the Partner than that approved by the NWE Programme Steering Committee.

- 4 The Partner's claim will only be payable if and to the extent that the Lead Partner has received the relevant amount in its own account from the North West Europe Programme and it has been confirmed that the Partner is entitled to payment on the basis of the this agreement.
- 5 If the Partner fails to perform its obligations or to perform them on time, the Lead Partner will be entitled to suspend the payment obligations without the relevant Partner having any right to claim damages, interest or costs. The Lead Partner will inform the Partner in writing, stating its reasons, that the Lead Partner is invoking its right to suspend payment. As soon as the reason for invoking the right to suspend payment has ceased to apply, payment will be made.
- 6 If the Partner's claim becomes payable in accordance with the provisions set out in Article 15.5 and the Lead Partner has not invoked its right to suspend payment as set out in Article 15.6, the Lead Partner will proceed to pay out the amount accruing to the Partner as quickly as possible. Before the Partner becomes entitled to have interest and extra-judicial costs compensated, the Partner must have first sent the Lead Partner a registered letter placing it in default and giving the Lead Partner a reasonable period of time to meet its payment obligations.
- 7 The Partners may never invoke set-off against the Lead Partner, not even with respect to any obligations to repay monies which have already been received by the Partners.
- 8 The eligibility of expenditure will be determined based on Commission Regulations and national laws. To be eligible all costs must: relate to the purpose of the action, be part of the approved Application Form, be incurred within the dates specified in the Subsidy Contract, be reasonable, justified, consistent with the usual internal rules of the partner, be supported by receipts, invoices or accounting documents of equivalent probative value, respect public procurement rules.

Article 16 Public information and communication of the Project results

- 1 Each Partner will undertake the publicity and communication initiatives associated with the Project to the best of its ability. In undertaking these activities, each Partner will observe the European rules concerning publicity and public information.
- 2 The Partners will participate in an evaluation and publication of the project results in accordance with the requirements of the Interreg IVB NWE Programme.
- 3 Explicit reference must be made to the grant awarded under the ERDF and the Interreg IVB NWE Programme in all publications related to the Project (whether published separately or by all the partners acting jointly), as well as during any events associated with the Project (or its implementation) (Commission Regulation (EC) 1828/2006 of 8 December 2006)

Article 17 Confidentiality

- 1 Although this Project is public in nature, the parties will agree that a portion of the information which the Partners share amongst themselves or with the NWE Joint Secretariat within the context of project implementation may be regarded as confidential. Only those documents and other items which are explicitly designated as "confidential" will be regarded as such.
- 2 The information referred to in Article 17.1 mainly concerns research data made available to one or more of the Partners within the context of the Project and pertaining to methods, know-how, files or any other document designated as confidential. The Partners may use these data exclusively in accordance with the provisions set out in this agreement.
- 3 The Partners will take steps to guarantee that all staff involved in the Project will respect the confidentiality of these data, will not disseminate these data, furnish them to third parties or use these data without the consent of the Lead Partner or the Partner that supplied these data.
- 4 The Partners will take the same steps to guarantee the confidentiality of the data that they would have taken if confidential data of their own had been involved.
- 5 The confidentiality obligation of Article 17 shall not apply to any information which:
 - 5.1 already is or will become part of the public knowledge through no fault of a partner, or
 - 5.2 was already known to the receiving partner prior to its disclosure hereunder as evidenced by its written record; or
 - 5.3 is disclosed to the receiving partner by a third party not under a legal commitment of secrecy to the disclosing partner ; or
 - 5.4 is independently developed by the receiving partner without the benefit of any disclosure hereunder; or
 - 5.5 is required by law to be disclosed to public authorities or statutory bodies provided that the receiving partner gives the disclosing partner such prior notice of such disclosure as is reasonable in the circumstances; or
- 6 This confidentiality clause will remain in effect for two years after this agreement has expired.

Article 18 Intellectual property rights

1. Nothing contained in this Agreement shall affect the ownership of any Background Intellectual Property. For the avoidance of doubt, nothing in this Agreement shall compel one Party to introduce any of its Background Intellectual Property to the Project and no licence to this Background Intellectual Property may be implied by use of same.
2. Each Party shall own (and shall be free to exploit) the Project Intellectual Property generated by it under the Project.

3. In the event that any of the Parties are jointly responsible for generating Project Intellectual Property such Project Intellectual Property shall be owned by such Parties in joint and equal shares and each party shall be free to exploit and disseminate such Project Intellectual Property as it sees fit (unless otherwise agreed between the joint owners). If applicable, joint owners of Project Intellectual Property shall agree between them on who shall be responsible for the timely prosecution and maintenance of all such Project Intellectual Property and the Party that is nominated to be so responsible shall be entitled to charge the other joint owners with a percentage of the costs of so doing as agreed between the joint owners. In the absence of any agreement to the contrary between joint owners the costs shall be equally shared.
4. All disputes or differences which may at any time arise between the Parties, whether during the Term or afterwards relating to, or arising from this Article 18, or its construction or effect shall be referred to CEDR appointed mediator in accordance with Article 22.
5. For the avoidance of doubt, it is presumed that the Project outcomes, findings and outputs will be published and so nothing in this clause 18 shall inhibit or restrict any of the Parties from meeting any obligations to the funder and/or any obligations in the Subsidy Contract.

Without indicating any time restriction, the Partners explicitly undertake to point out that the Project has been implemented under the Interreg IVB NWE Programme.

Article 19 Delay and default on the part of one of the Partners

- 1 Every Partner will be obligated to inform the Lead Partner immediately of any event which could endanger the implementation of the Project and to provide the Lead Partner with all useful information about the same.
- 2 If the Lead Partner itself becomes aware of or is informed by a Partner of circumstances that could endanger the proper implementation of the Project, the Lead Partner will inform all Partners as soon as possible and the Project Steering Committee will meet in order to discuss the problems which have arisen and identify potential solutions. Where possible and necessary, the Project will be altered in accordance with the provisions set out in this agreement.
- 3 If the Project cannot be implemented in the manner provided for and it is not possible to alter the Project in a way that solves the problems which have arisen, the improper implementation of the Project will be regarded as a failure on the part of the Partner subject to the relevant circumstances, unless the problems were caused by another Partner failing to perform its obligations. In that case, the problems which have arisen will be regarded as a failure on the part of that other Partner.
- 4 In the event of a failure without fault on the part of a Partner, the Project Steering Committee, after consulting and obtaining the approval of the NWE Joint Secretariat/ NWE Programme Steering Committee, may resolve to exclude the Partner concerned from further participation in the Project, which resolution will cause the Partner's right to receive any further grant within the context of the

Project to lapse. In such an event, the remaining Partners will not be entitled to seek damages from the Partner which has been excluded and the excluded Partner will not be entitled to seek damages from the other Partners. Grants which have already been paid may only be reclaimed if the excluded Partner has not satisfied the requirements for qualifying for grants as they apply within the context of the Project.

- 5 In the event that one of the Partners fails in the performance of the agreement, the relevant partner will receive written notification from the Lead Partner warning it to perform its obligations as yet and to do so within a reasonable period of time, but no more than one month.
- 6 If the failure referred to in Article 19.5 persists, the Lead Partner or the Project Steering Committee, after consulting and obtaining the approval of the NWE Joint Secretariat/ NWE Programme Steering Committee, may resolve to exclude the relevant Regional Partner from the Project. The NWE Joint Secretariat/ NWE Programme Steering must be informed immediately of any such resolution.
- 7 A partner which has been excluded owing to failure will have no further right to receive payments within the context of the Project and will be obliged to repay any monies which it has received within the context of the Project to the Lead Partner if it is unable to demonstrate on the day of exclusion that these monies were used to implement the Project in accordance with the definition of eligible expenditure such as referred to in the Interreg IVB NWE Programme instructions and guidance notes.
- 8 Except for the provision in Article 19.4, if the failure of a Partner has implications for the Project's overall financing, the Lead Partner may reclaim the entire amount paid out to the Partner, without prejudice to the right of the Lead PartnerPartner and the other Partners to claim full damages pursuant to Article 20.

Article 20 Liability and insurance

- 1 If implementation of the Project causes another Partner or a third party damage, the Partner whose portion of the Project has caused the damage will be liable. This PartnerPartner will hold the other Partners not responsible n this matter.
- 2 The individual Partners are advised to insure themselves against statutory liability in connection with the discharge of their responsibilities in the Project for the duration of the Project and for a certain period thereafter.
- 3 Failure on the part of a Partner to insure itself against the statutory liability referred to above cannot be invoked against the other Partners.
- 4 Except as set out in this Agreement, no Party to this Agreement shall be liable to the other whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or for any indirect or consequential loss (all of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss)) howsoever caused arising out of or in connection with this Agreement.
- 5 Nothing in this Agreement limits or excludes any Party's liability for:-

- i. death or personal injury; or,
 - ii. any fraud or for any sort of liability that, by law, cannot be limited or excluded; or,
 - iii. for any matter which it would be illegal for any Party to exclude or to attempt to exclude its liability.
- 6 Each Party's liability under this Agreement shall be limited to the amount as set out in Article 10 of the Subsidy Contract.

Article 21 Withholding, cancelling and reclaiming the NWE grant awarded for the Project

- 1 If the NWE Programme Steering Committee withholds/withdraws any of the grant amounts specified in Article 10 of the Subsidy Contract attached as Annex 1 to the present agreement, or if it cancels the grant, and if such leads to full or partial reimbursement of the monies already transferred under the Interreg IVB NWE Programme, each Partner will be obligated to reimburse (via the Lead Partner) the grants awarded under the Interreg IVB NWE Programme to the NWE Programme Steering Committee by way of a final financial settlement.
- 2 The final financial settlement, which will be based on supporting documents relating to the final expenditure amount as approved or rejected by the NWE Joint Secretariat/ NWE Programme Steering Committee, must provide an accurate account – both with respect to the overall Project and each individual Partner – of the status of the eligible expenditure approved by the NWE Programme Steering Committee, as well as of the share of the grant awarded under the Interreg IVB NWE Programme which has been conferred on each Partner. The amount which each individual Partner must reimburse will be determined on this basis, and that Partner is obliged to reimburse, should the NWE Programme Steering Committee or another body legitimately request reclaim of these monies from the Lead Partner insofar as the reclaim event is not as a direct result of an act or omission of the Lead Partner .

Article 22 Disputes

1. The Partners shall use good faith efforts to resolve any dispute, claim or proceeding arising out of or relating to this Agreement via the Project Steering Committee. In the event that any disputes cannot be resolved at this level then the senior executives of the relevant Partners who have authority to settle the same shall use good faith efforts to resolve the same. If the matter is not resolved through negotiation, it shall be settled as agreed by the Project Steering Committee either by:
 - mediation in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure (the "Model Procedure"). To initiate mediation a Partner must give notice in writing to the other Partner(s) to the dispute requesting mediation pursuant to the

Model Procedure. A copy of the request shall also be sent to CEDR. The mediation shall be before a single, jointly agreed upon, mediator.

- reference to the jurisdiction of the Courts in Irish Republic. In this event, each of the Partners shall have the right to take proceedings in any other jurisdiction for the purposes of enforcing a judgment or order obtained from the Courts in Irish Republic.
2. If the Project Steering Committee is unable to select a mutually agreeable mediator or cannot agree on the forum in which any dispute is to be held within 60 days of a dispute being notified to the Project Steering Committee, then the provisions of Article 22.1.2 shall apply.
 3. With a view to the performance of this agreement, the Partners irrevocably elect the address referred to in this agreement as their registered office and the place at which any official announcements and/or notifications may lawfully be served.

23. Information requests:

23.1 Each Partner acknowledges that the other Partner(s) may be subject to requirements under national laws, such as freedom of information, environmental information regulations or otherwise and each Partner agrees that they shall assist and cooperate with such Partner(s) in a timely and appropriate manner so as to ensure that no Partner falls foul of such national legislation due to the action/inaction of any of the other Party/Parties.

24. Data Protection

24.1 Where one Party transfers personal data to another Party ("Receiving Party"), the Receiving Party shall ensure that such data is held in compliance with any relevant data protection legislation and shall not cause any Party to incur any liabilities and/or be in breach of its national legislation.

24.2 The Receiving Party shall:-

- a At all times comply with the relevant data protection legislation and shall ensure all appropriate measures and procedures are put in place in order to fulfill this obligation;
- b Process personal data only to the extent, and in such manner, as is necessary for the provision of the Project;
- c Implement appropriate technological measures to protect against accidental loss, destruction, damage, alteration or disclosure of personal data relating to the Project;
- d Not share or otherwise transfer the personal data to third parties;

- e Ensure that all staff who have access to the personal data are aware of the confidential nature of it;
- f Notify the relevant Partner within 2 days if a request for personal data is made to the another Partner;
- g Provide all assistance as required by a Partner in order to comply with a Data Protection request and in the relevant timescales;
- h Not process personal data outside the European Economic Area without the prior written consent of the relevant Partner and, where that relevant Partner consents to transfer, to comply with the European Commissioner's model contractual terms relating to such transfer
- i Not sub-contract any of its obligations under this Agreement; or
- j Immediately report any breaches relating to Personal data to the relevant Partner and comply with the reasonable instructions of that Partner to mitigate loss and/or retrieve lost personal data, or such other actions as required by that Partner.


1. For the Lead Partner – Border Midland and Western Regional Assembly - IE

Name :  GARARD Finn

Title :  DIRECTOR

Date of signature: 26 Sept 2012

Authorised signature and stamp





2. For the Partner No 2 – Cork Institute of Technology - IE

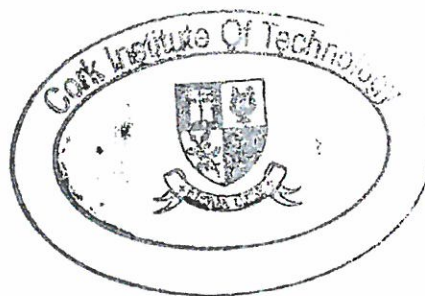
Name : MICHAEL DELANEY

Title : VICE PRESIDENT FOR DEVELOPMENT

Date of signature: 21 September 2012

Authorised signature and stamp

Michael Delaney



3. For the Partner No 3 – Lónra (Regional Higher Education Network) – IE

Name : TERRI SCOTT

Title : CONVENOR.

Date of signature: 29/9/12.

Authorised signature and stamp





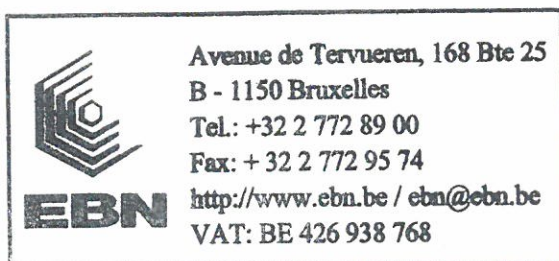
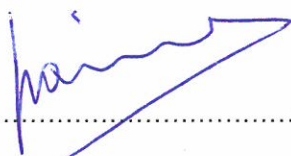
4. For the Partner No 4 – European Business and Innovation Centre Network (EBN) - BE

Name : PHILIPPE VANRIE

Title : Chief Executive Officer

Date of signature: 13th September 2012

Authorised signature and stamp



5. For the Partner No 5 – INI – Novation GmbH (DE)

Name : Veneta Ivanova

Title : Managing Director

Date of signature: 30.7.12

Authorised signature and stamp

V. Ivanova

INI-Novation GmbH
Guerickeweg 5
64291 Darmstadt
www.ini-novation.com

6. For the Partner No 6. – University of Tilburg (NL)

Name : drs. M. Noordermeer

Title : acting Director

Date of signature: Sept 7, 2012

Authorised signature and stamp

[Handwritten signature]



7. For the Partner No 7. – Bangor University (UK)

Name : CEREALIA M. WARD.

Title : ASSISTANT ACCOUNTANT
(STRUCTURAL FUNDS)

Date of signature: 15th September 2012

Authorised signature and stamp

C. Ward



PRIFYSGOL
BANGOR
UNIVERSITY

8. For the Partner No 8. – Laval Mayenne Technopole (FR)

Name : Idir AÏT-ARKOUB.....

Title : President of Laval Mayenne Technopole

Date of signature: *Aug 1, 28th 2012*

Authorised signature and stamp

Idir Aït-Arkoub



Laval Mayenne Technopole
Innové & Réussir

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