

Project Partnership Agreement

Agreement between HEI Partners and Associate Partners in Scale Up Academy

Parties to the Agreement

The parties to this agreement are the *VŠB – Technical University Ostrava (VŠB-TUO)* as a main partner in the Scale Up Academy Project and *Moravskoslezské inovační centrum Ostrava, a.s. (MSIC)* as an agreed Associate Partner in the Scale Up Academy Project.

Subject of the Agreement

The subject of this agreement is the organisation of a partnership and working relationship between the HEI Partner and the Associate Partner in order to support the implementation of actions of the Scale Up Academy project [GA2021 EIT IE] as indicated in this agreement.

All partners to this agreement oblige themselves to achieve the common objective and planned outputs of the project through cooperation in the partnership.

Scope of Agreement

Any proposal from the Associate Partner, together with any clarification(s), agreement(s) or other documentation relating thereto at any time prior to the completion of the services, including all costs agreed between the HEI Partner and the Associate Partner, shall be an integral part of the agreement.

The Associate Partner acknowledges that he/she will carry out the services in accordance with this Agreement in a manner acceptable to the HEI Partner.

The HEI Partner may from time to time with the consent of the Associate Partner amend or vary the proposals, content or programme in writing. Such amendments and/or variations shall become part of this agreement and shall be binding on the parties thereto.

For the avoidance of doubt, the term “written” shall include e-mails and similar electronic communications, but not information communicated verbally.

The Associate Partner shall not be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of HEI Partner, neither may the Associate Partner sub-contract the whole or any part of its obligations under this agreement to any other party.

Obligations under the Agreement

All parties to the agreement shall:

- Exercise everything in their power to implement the project as defined in the present agreement and the official letter of Grant Offer from the European Institute of Technology, and shall ensure to implement it in line with the latest approved version of the letter of Grant Offer and deliverables outlined in that letter and the application form
- All partners shall comply with the provisions of the programme rules
- All partners shall comply 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 agreement, specifically with respect to their own portion of 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 own part of the project is affected.
- Nominate a project manager for the parts of the project for which it is responsible
- 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 or information requested by the managing authority.
- Ensure and to assume responsibility that its expenditure has been incurred for the purpose of implementing the project, corresponds to the activities in the application form and Letter of Grant Offer and provisions of EU regulations
- Actively encourage the involvement of the stakeholder groups in their regions, their participation in the project, and their cooperation with respect to publishing the project results;
- Comply as much as possible with the planned budget by budget line, by work packages and spending forecast as indicated in the application form and the latest version of the agreed project budget as approved.

About Scale Up Academy

The Scale up Academy is a cross-European Network supporting SMEs to move to the next stage of growth and internationalise their business. The Network involves cooperation of 14 partners from Ireland, Belgium, Italy, Finland, Hungary and Czech Republic. Partners consist of 6 Higher Education institutes, one from each country and 8 Industry partners drawn from all 6 countries.

The programme aims to deliver a programme of activities for up to 140 SMEs from across the 6 partner countries designed to equip them with knowledge, skills and capability to support their growth and scaling internationally.

The specific activities that the Scale Up Academy project will provide over the 18 months duration of the programme include:

- Access to a range of expertise and experts from across six higher education institutions, eight industry organisations, as well as to the European Institute of Technology Knowledge and Innovation Community. These experts will deliver

specific expert training workshops in disciplines related to the participant company's business.

- A personal mentor will be assigned to the Company to help guide and support the development of a strategic plan for the company.
- Provide a facilitated monthly peer to peer networking meeting. The company will be assigned to a group of circa 10 companies from similar industry and sector backgrounds. Each group will set their own discussion agenda, which will be facilitated by 2 group facilitators. The group are free to discuss how they address challenges, share experiences, seek opportunities, and provide support to each other on growing their business or any other topic that is relevant to their business growth. The group will propose subject matter upon which they would like to receive expert training on.
- Provide a monthly programme of expert training events that are relevant to the industry group the company operates in
- Support your company through training workshops and one to one mentoring support to prepare a strategic plan for your company. The completed strategic plan will be eligible to receive an academic award.

The Partners will provide participants with a Certificate of Completion on satisfactory completion of the programme by the Company. For Companies that opt to work towards the accredited module for their Strategic Plan, the Partners will award the Company with an accredited Certificate on successful completion of the module and any assessments related thereto.

Role of Associate Partner

Associate Partners are represented on the project Steering Committee and can nominate representatives to any of the other Committees overseeing the seven work packages through which the project is delivered. Work packages are

1. WP1 – Project Coordination
2. WP2 – Academic Management
3. WP3 – Peer Mentoring Network
4. WP4 – Strategic Plan Development for participants
5. WP5 – Training & Expert events – Raw Materials & Manufacturing
6. WP6 - Training & Expert events – Sustainable Energy & Digital
7. WP7 – Promotion, Evaluation & Dissemination

Associate Partners will have in-house expertise that can be commissioned by the Work Packages or HEI partners to the project. Associate Partners due to their linkages and interactions with the business and SME community will have the expertise and networks to support the high levels of industry engagement required for a successful Scale Up Academy Programme. Associate Partners will be requested to:

- Provide two persons suitable to serve as Group Facilitators for the Scale Up Academy
- Assist and actively support the recruitment of SMEs in their own country. This includes dissemination of project information to potential candidate SMEs, delivery of information workshops to potential candidate SMEs, identification of potential candidate SMEs, supporting SMEs to complete the project application form, addressing applicant questions and queries and any other tasks to support recruitment of the required number of SMEs
- Assist in the provision of expert workshop leaders in business disciplines such as management development, market research, business development, research, product and service development, growth strategies, finance, HR and building teams. This is not an exhaustive list.
- Assist in the provision of expert workshop leaders on issues specific to one of the four sectors involved in the project, whether technology development, regulation or market development or other relevant and pertinent issues
- Provide mentors for the provision of one to one mentoring for participant SMEs, to provide guidance and feedback on the development of their strategic plan
- Provide within the domain of capability of the Associate Partner other support to deliver on the milestones and objectives of the Scale Up Academy project.

Confidentiality

As a condition of this agreement the Associate Partner is obliged to preserve strictly the confidentiality of any information coming to their knowledge relating to the affairs of any SME involved in the Scale Up Academy project with which they are engaged with.

The Associate Partner will take steps to guarantee that all staff involved in the project will respect the confidentiality of project data, will not disseminate this data, furnish it to third parties or use this data without the consent of the HEI partner or the partner that supplied such data.

The Associate Partner 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.

By signing this agreement, you agree that these conditions shall continue to bind the Associate Partner after the termination of this contract as well as during the currency of it.

Intellectual Property

All Intellectual Property created by the Associate Partner in the course of performing the Services; or exclusively for the purpose of performing the Services, shall vest in Partner and the Partners of the Scale Up Academy Project.

All programmes / training / workshops developed and/or delivered for the Scale Up Academy and all material associated with those programmes will be owned by the Partner

and the Partners of the Scale Up Academy Project. This includes for example presentations, trainer notes, hand-outs, plans, implementation and action plans, development plans and any other relevant material associated with the delivery of the Services.

Audit

The Associate Partner shall satisfactorily reply to any queries thereon submitted by the HEI Partner, any Auditing Bodies of the HEI Partner and, where appropriate, the European Commission or any of its bodies, and the European Court of Auditors, in a manner which is deemed to be satisfactory by any or all such bodies.

General Data Protection Regulation (GDPR)

In processing personal data that is provided to the Associate Partner under the performance of their services, the Associate Partner warrants and represents that you are, and shall be for so long as you process any such data, fully compliant with the GDPR and any national implementing legislation ("Data Protection Law") and you further agree:

- To only process the personal data on the HEI Partners documented instructions, unless you are required to do so by state or EU law. The Associate Partner shall inform the HEI Partner of that legal obligation before processing, unless that law prohibits such information on important grounds of public interest.
- Not to transfer the personal data to a recipient outside the EEA, without the prior written consent, unless the transfer is subject to the terms of a contract incorporating the standard contractual clauses in the form adopted by the European Commission; the recipient is in a country the subject of an adequacy decision by the European Commission; or the transfer is to the US to an entity that is a certified member of the EU-US Privacy Shield scheme.
- To impose a duty of confidentiality on any staff and subcontractors, where applicable, with access to the personal data.
- To implement technical and organisational security measures appropriate to the risks of processing the personal data, including pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, and a process for regularly testing, assessing and evaluating the effectiveness of security measures.
- Not to engage another processor without our prior specific or general written authorisation. In the case of general written authorisation, you shall inform the Partner of any intended changes concerning the addition or replacement of other processors, thereby giving us the opportunity to object to such changes.

- To require any sub-processor that you engage to process the personal data on our behalf, to adhere to the same obligations that you undertake in this letter, to ensure such processing meets the requirements of the Data Protection Law, and you will remain fully liable for any breach by a sub-processor of its obligations in relation to the processing of the personal data.
- Insofar as possible, and taking into account the nature of the processing, assist us by appropriate technical and organisational measures to fulfil our obligation to respond to individuals' requests to exercise their rights to transparent information, access, rectification, erasure, restriction of processing, objection and portability under Data Protection Law.
- Taking into account the nature of the processing and the information available to you, assist us in ensuring compliance with our obligations under Data Protection Law in regard to data security; data breach notification to the supervisory authority and to individuals; carrying out Data Protection Impact Assessments and related consultations with supervisory authorities.
- At the HEI Partners request, delete or return all the personal data to the HEI Partner after the end of the provision of your services, and delete existing copies unless EU or Member State law requires storage of that personal data.
- Make available to us all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR, and allow for and contribute to audits, including inspections, conducted by us or another auditor mandated by the HEI Partner.
- Immediately inform the HEI Partner, if, in your opinion, an instruction infringes the GDPR or other EU or member state data protection provisions.

Payment

Payment for services rendered shall be made on:

1. Satisfactory completion of the service assignment and receipt of invoice for amounts due and agreed

AND

- On submission of a satisfactory final report on work carried out during the assignment.
- On submission of the GDPR and Data Protection Compliance form

Termination of Agreement

The HEI Partner will have the right to terminate this agreement at any time without prejudice to its other rights and remedies. Such cancellation will take effect seven calendar

days from issue of a letter of cancellation from the HEI Partner and in the event of any cancellation no claim shall be made against the HEI Partner in respect of any loss or damages arising there from.

The situations where the HEI Partner will invoke this clause will include, but are not confined to:

- the agreement not being complied with to the satisfaction of the HEI Partner
- the HEI Partner being, prima facie, satisfied that complaints or expressions of dissatisfaction by recipients of the service may be justified;



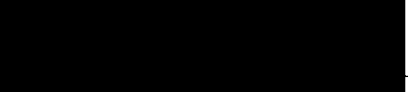


The Associate Partner can terminate this agreement by providing 7 days notice in writing unless otherwise agreed.

Publicity Requirements

It is a condition of this contract that acknowledgement be given by way of reference in any documents, publications, websites, social media, or other media produced in relation to the project of the support for the project by Horizon Europe and the European Institute of Technology.

Sign

We agree to comply with and be bound by all the terms and conditions of this agreement as set out herein.

	For and on behalf of the HEI Partner		For and on behalf of the Associate Partner
NAME (PRINT)			
ORGANISATION			MSIC Ostrava
Signature			
Date		08. 12. 2021	

