

# Partnership Agreement Project Acronym: KnowING IPR

A stream of cooperation

## Disclaimer:

This document is a tem plate providing minima/ requirements for the Partnership Agreement. ft cannot be modified with exception of the Article 4, which can be adapted by the Partne rship, and the relevant fields as referred "to be defined by the Partnership" high/ighted in grey. Further detailed provisions can be added by the partnership, if not contrasting with the programme rules and the Subsidy Contract.

#### Partnership Agreement

#### for the implementation of the project

## [KnowING IPR]

#### within the

#### Danube Transnational Programme

between

Lead Partner [Faculty of Information Studies in Novo mesto, Ljubljanska cesta 31a, 8000 Novo mesto, Slovenia)

and

ERDF Project Partner 1 [Technical University of Kosice, Letná 9,042 00 Košif e, Slov kia]

ERDF Project Partner 2 [In2Data, Marohniéeva 1/1,10000 Zagreb, Croatia)

ERDF Project Partner 3 [University of West Boh mia, Univerzitní 8, CZ-30100 Plzeň, Czech Republik]

ERDF Project Partner 4 [Research Centre Regional and Global Development, 20th Apríl St. # 19, 1606, Sofia, Bulgaria]

ERDF Project Partner 5 <u>[Executive Ag ncy for Higher Education, Research, Development and</u> In ovation Funding, 21-25 Mend ele ev St, Sector 1, Bucharest, Roma nia]

ERDF Project Partner 6 [Steinbeis 2i G bH, Kienestra8e 35, 70174 S ttgart, Gerf!1any:)

ERDF Project Partner 7 [H&S Heilig und Schubert Software AG, Goldschlagstra8e 87-89, 1150 Wien, Austria)

ERDF Project Partner 8 [Pannou Business Network Association, 9027 Gyor, Gesztenyefa u. 4., Hungary:]

ERDF Project Partner 9 [Budapest Chamber of Commerce and Industry, 1016 Budapest Krisztina krt. 99. Hungal" *JI*]

ERDF Project Partner 10 [School of Advanced Social Studies in Nova Gorica, Gregorčičeva ulica 19, 5000 Nova Gorica, Slovenia]

IPA Project Partner 1 [Regional Economic Development Agency for Sumadija and Pomoravlje Ltd., Kralja Petra I, 22, 34000 Kragujevac, Serbia]

Parr nership Agreement <Know ING IPR>

IPA Project Partner 2 [Sarajevo Economic Region DevelopmentAgency, Ul. Kolodvorska 6, 71000 Sarajevo, Bosnia and Herzegovina]

ENI Project Partner 1 [Agency for Innovation and Technology Transfer, Str. Miorita nr. 5, MD-2028, Chi inau, Moldova]

ENI Project Partner 2 [State Agency on Intellectual Property of the Republic of Moldova, 24/1 Andrei Doga Street, Chisinau, MD-2024, Moldova]

ENI Project Partner 3 [Agency of the Regional Development and Cross-Border Cooperation "Transcarpathia", 4, Narodna square, 88000 Uzhhorod, Zakarpatska oblast, Ukraine]

hereinafter joi ntl y referr ed to as Parties

On the basis of:

- Regulation (EU) No . 1303 / 2013 of the European Parliament and of the Council ofl 7 De cember 2013 laying down common provisions on the European Reg io nal Deve lopment Fund, the European Social Fund, the Cohesion Fund, the European Agricu ltural Fund for Rural Developm ent and the European Maritime and Fisheri es Fund and repealing Council Regu lation (EC) No 1083/2006
- Regulation (EU) No. 13 01/2013 of the European Parliament and of the Council of 17 Decem ber 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080 / 2006
- Regulation (EU) No.1299/2013 of the European Parliament and of the Co uncil of 17 December 2013 on specific provisions for the support from the European Regional Develo pment Fund to the European territorial cooperation goal.
- Regulation (EU) No 231/2014 of the European Parliament and of the Council of 11 Ma rch 2014 establishing an Instrument for Pre-accession Assistance (!PA 11)
- Regulation (EU) 447 /2014 of the European Parliament and of the Council of 2 May 2014 on the specific rules for implementing Regulation (EU) No 231/2014 of the European Parliament and of the Council establishing an Instrument for Pre-accession Assistance (!PA 11)
- Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014, Common Implementing Regulation for External Actions
- Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the interna! market and repealing Directive 1999/93/EC;
- Commission Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation (EU) No 1299/2013 of the European Parliament and of the Cou ncil with regard to specific rules on eligibility of expenditure for cooperation programmes;
- Ali other applicable EU legis la tion, including the legislation laying down provis io ns on public procurement, on competition, on state aid, on protection of the env ironment and on equal treatment between men and woman;
- The European Territorial Cooperation Programme Interreg V-B Danube, approved by the European Commission on 20/08/2015 C(2015) 5953;
- Ali manuals and guidelines issued by the Danube Transnat ional Programme (e.g. Applicants Manual, Implementation Manual, DMS User Manual) relevant for this contract available on the Programme's website: www.interreg-danube.eu.

Ali laws, regulations, programme documents mentioned in this agreement - including any amendments made to these rules and regulations - are applicable in the latest version in farce.

Partnership Agr eement <I<no w I NG I PR>

#### Definitions

- 1. **Lead Partner:** the Lead Partner means the Lead Beneficiary as referred to in Ar ti cle 13 of Regulation (EU) No 1299/2013 (hereinafter referred to as "LP").
- 2. **Project Partner** (ERDF Project Partner/ IPA Project Partner/ ENI Project Partners): project beneficiaries as referred to in Article 13 of Regulation (EU) No. 1299/2013 and named in the approved Application Form, including LP (hereinafter referred to as "PP").
- 3. Associated Strategie Partner: as indicated in the Applicants Manual (hereinafter refer red to as "ASP").
- 4. **Project Participants:** means LP, ERDF PPs, IPA PPs.
- S. **Project:** as described in the Application Form.
- 6. **Project Part:** covers a set of activities undertaken by a PP and presented by a project partner's budget in the Application Form.

Terms of this agreement will be used according to the abbreviations and glossary of the Applicants Manual of the Danube Transnational Programme (hereinafter referred to as Applicants Manual).

#### Article 2

#### Subject of the Partnership Agreement

- 1. The subject of this Partnership Agreement is the organisation of the partnership by regulating the rights and obligations of the Parties in order to successfully implement the transnational project [KnowlNG!PR].
- 2. The approved Application Form and the Subsidy Contract will became integral part of this Agreement after the approval of the project by the Monitoring Committee. The Parties have to fully respect the content and obligations set by the abovementioned documents and take full responsibility of keeping all regulations relevant to the implementation of the project.

## Article 3

## Activities of Project Participants in the project

1. Activities of the Project Participants as well as the role of each PP in the project are described in the Application Form.

## **Operation and organisation of the Project Steering Committee**

1. The Project Parti cipants must set up a Project Steering Com mittee in order to establish a clear decision making structure, where the following rules shall apply:

#### a) Composition of the Steering Committee

The Steering Committee (later on called "SCOM"), chaired by the LP is composed by one representative from each project financing partner (later on called "SCOM Members").

The SCOM Members representing the project participants shall be appointed in writt en by the concerned partner, after a written request from the LP. Alternatively, the SCOM Members will be appointed by each Financing Partner representative during the kick off meeting, according to a specific point in the agenda. In this case, the a ppointm ent has to be done in writing and shall be part of the minutes prepared in line with point e).

The SCOM Members have the right to be substituted in 2 ways:

- a) by appointment ofdeputies; or
- b) by sending substitutes to the meet ing, informing the Chairperson of the SCOM not later than one working day before the meet ing

Representatives of Associated Strategie Partners may participate in the "SCOM" in an advis ory capacity.

#### b) Tasks

The SCOM shall oversee the effectiveness and quality of the implementation of the **[KnowING IPR]**, in accordance with the following provisions:

- it shall consider any relevant problem incurred during the imp lementation of the project and take decisions on how to solve these problems;
- it shall periodically review progress made towards achiev ing the specific targets of the project;
- it shall examine the results of imp lementa tion, particularly the achievement of the targets value (outputs/results) stated in the Application Form on the basis of partner reports and other documents produced by the partners, either on a regular or on ad-hoc basis;
- it may propose any revision or examination of the project likely to make possible the achievement of the project objectives or to improve its management, includi ng its financial management (e.g. redistribution of activities and budget across the partnership);

• it approves major changes requested for the implement at ion of the project activities ( e.g. ex pulsion/substitution/sanctions of a PP for underper formance, modification of activities and outputs, etc.);

In case of dispute between PPs, pres umption of good faith from al! Parties will be privileged. Should a dispute arise between the partners, the affected parties will endeavour to find a s olution on an amicable way. In cases where the disputes cannot be solved by the partners, nor by the intervention of the LP, then they are referred to the SCOM in order to reach a settlement.

#### c) Chairpersonship and meetings

The SCOM will be chaired by a representat ive of the **LP** or person entitled by LP (the SCOM Chairperson). LP convenes the SCOM at least once every 6 months generally in coincidence with the project meeting date.

The LP convenes the SCOM at least 20 working days before the date proposed for the meeting by e-mail, together with the proposed agenda (drawn up by him/ her) and al! information about the issues to be discussed. If any urgent is sues arise to be addressed urgently, the SCOM may be convened by the LPeven with ashorter notice.

The SCOM Chairperson shall be responsible for the proper functioning of the SCOM and shall perform SCOM Chairperson 's duties (e.g. declares the opening and closing of each meeting, directs the discussion, rules on points of order, accords the right to speak, announces the decisions and summarizes them at the end of the meeting, etc.).

Participation in the SCOM meetings is mandatory for all financing partners and any absence from meetings needs to be duly justified in advance to the LP (w ho then is in charge of communicating itto allthe SCOM Members at the beginning of the meeting).

#### d) Oecision making

The SCOM is legally convened when the majority  $(50\%+1 \text{ member of the appointed member s in line with point a.) of SCOM Members is present ([10]).$ 

The general rule is that the decision making in the SCOM is by consensus among the SCOM Members present at the meeting (according to the principie "one partner, one vote").

If consensus cannot be reached SCOM will decide according to the majority rule. Majority means the highest number ofvotes. Votes cannot be delegated to other partners.

The LP, by its own initiative and/or under a well justified request of one or more of the SCOM Members, can initiate a written decision-making process *via* e-mail.

In this case the LP shall send the draft decision to the SCOM Members entitled to vote and shall fix a deadline, giving the addressees at least 7 (orat least 3, in case of except ional urgen t cases) working days for the reply.

If an objection to the procedure or to the draft decision is raised, the matter shall be placed on the ag enda of the next meeting of the SCOM.

If no objection to the procedure or to the dra ft decision has been received by the specified time, the decision is deemed to be taken by the SCOM.

#### e) Minutes

The LP shall send the minutes of the SCOM meeting reporting the decis ions taken to the other members of the SCOM for comments not later than 10 working days after the date of the meeting.

If no written objections are raised from SCOM representatives wit hin 10 working days after the minutes are received, they are considered to be approved.

If written objections are raised, the LP shall revise the minutes accordingly, decide on the final version and send it to the members of the SCOM.

In this last case, the final version is approved by the members of the SCOM in the following meeting of the SCOM according to the above mentioned rules (see point e.).

#### f) Communication

Communication among the members of the SCOM shall be done by email. Any documen t which shall be sent to the members of the SCOM must be transmitted by email.

Ali members of the SCOM shall communicate to the Lead Partner their email address and its eventual changes promptly.

#### g) Working language

Working language of the SCOM shall be in English. This rule also applies to the official documents of the SCOM.

#### Article 5

#### Specific obligations and responsibilities of the Lead Partner

- 1. The LP shall take all the steps needed to correctly manage the project in accordance with the Application Form approved by the Monitoring Committee, the Subsidy Contract and the programme documents relevant for this agreement.
- 2. The LP solely assumes all obligations and overall responsibility for the entire project towards the MA/JS.
- 3. In addition the LP shall:

- a) inform all PPs on the signature of the Subsidy Contract and provide the copy of the Subsidy Contract to all Project Partners;
- b) keep the PPs informed on a regular basis about all relevant communication between the LP and MA/JS;
- c) inform the PPs about all essential issues connected to the project implementation without a ny delay;
- d) be responsible for the verification that the expenditu re declared by the PPs has been incurr ed only for the purpose of implementing the project and corresponds to the activities agreed between the PPs in the frame of the approved Application Form;
- e) ensure that the expendit ur e presented by the PPs has been verified by a controller or controllers;
- f) s ubmit the Applications for Reimbursement together with the Progress Reports to the MA/JS by the deadlines given in the Subsidy Contract;
- g) transfer the EU Funds (ERDF, !PA and ENI contribution) to the PPs participating in the project according to each Application for Reimbursement approved by the MA/ JS, with in [3 working days]; No deduction, retention or any other specific cha rges can be made by LP concerning the approved amount when trans ferr ing the contribution n and no lega! dispute between the LP and the PP concerned could be subject to any compensa tio n from the approved amount to be transferred by LP to the PP;
- h) bear in case of irregularities the overall responsibility towards the MA/ JS for the repayment of the amounts unduly paid.
- i) agree with the PPs before applying for budget reallocation between budget lines and/or work packages not affecting amendment of the Subsidy Contract;
- j) agree with the PPs of the project before submission of any request for amendment of the Subsidy Contract to the MA/JS.

#### **Obligations of the Project Partners**

- 1. The PPs shall respect all the rules and obligations set forth in the Subsid y Contract.
- 2. The PPs shall comply with EU regulations and programme level regulatory documents as referred in the Subsidy Contract and the relevant national legislation.
- 3. Each PP commits itself to implement its own project part according to the approved Application Form, Partnership Agreement and the programme documents.

- 4. The PPs shall respect the time schedule of the project, including the completion of the activities foreseen for each reporting period as agreed among the PPs and the financial performance in relation to the project implement a t io n, and shall contribute to the achievement of outputs and results of the project.
- S. The PPs shall have their expendit ures incurred and paid in the given reporting period validated by the designated Controller of their Partner State and submit the Con tro 1 Certificate issued by the Controller to the LP.
- 6 . The PPs shall be responsible for the sound financial management of the funds allocated to their project part, including the repayment of the contr ibutions from the EU Funds (ERDF/IPA/ENI) unduly paid to the LP, and, where a pplicable, the repayment of the state co-financing to the relevant national body.
- 7. Each Project Partner shall maintain either a separate accounting system or an adequate accounting code for all transactions relating to the project.
- 8 . The PPs shall support the LP to fulfil its tasks according to the Subsidy Contract. In particular, each PP shall:
  - a) provide the LP without any delay wit h any information needed to draw up the Progress Reports, to react on any request by the MA/JS, or provide with any furt her information needed by the LP;
  - b) inform the LP immed iate ly about any circumstance that could lead to a temporar y or final discontinuation of the project;
  - c) inform the LP before the submission of the first App lication for Reimbursement on the details of the bank account where the contribution from the EU Funds of the given PPshall be transferred.

#### **Reporting obligations of the PPs**

- 1. Each Project Partner shall submit the Partner Report for validation of the expe ndit ure to the responsible controller selected or appointed according to nationa 1 rules online through the Danube Monitoring System. The deadline for submitting the Partner Report set by the responsible controller shall be respected by the PP.
- 2 The LP can only submit an Application for Reimbursement to the MA/ JS by providing proof of progress of the project. Therefore, in order to provide adequa te in formation on the progress of the project, each PP has to submit a Partner Report to the LP online through the Danube Monitoring System consisting of an activity report describing the activities carr ied out and their outputs and results during the reporting period and of a financial report presenting the financial progress of the project in accordance with the approved App lication Form.

- 3. The PPs ha ve to respect the reporting deadlines of the Subsidy Contract, and submit their Partner Report and Control Certificate to the LP in due time, until [the deadline set by the LP]. Partner Reports and Control Certificates not submitted through the Danube Monitoring System to the LP within the set deadline cannot be included in the Progress Report of the LP of the respective reporting period to be submitted to the MA/ JS. Control certificates not submitted in the given reporting period shall be included in the earlies t possible next Progress Report follow ing to the reporting period concerned.
- 4. Ali expenditure shall be reported in Euro; therefore the Partner Reports should be dra wn up in Euro.
- 5. Expenditure incurr ed by project partners in a currency other than the Euro shall be converted into Euro by using the monthly accounting exchange rate of the European Co mmis s ion1 in the month during which expenditure was submitted for verification to the cont roller. This method shall beapplicable to all project partners. The exchange rate risk is borne by the PP conce rned.

#### Audits

- 1. For audit purposes each PP shall:
  - a) retain al! files, documents and data about the project for a two year period from 31st December following the submission of the accounts in which the final expenditure of the completed project is included. The MA/JS will inform each Lead Partn er individuallyabout the beginning of the mentioned two year period. In case of State aid granted including de minimis aid as well, all related files, documents and data must be kept and be availa ble for a period of 10 fiscal years from the dateon which the aid was granted. The files, documents and data should be kept either in original or as certified copies on commonly used data media safely and orderly;
  - b) enable the responsible auditing bodies of the European Union and of the Partner State concerned, as well as the Audit Authority, MA/JS and the Certifying Authority to audit the proper use of funds;
  - c) give these authorities any information they request about the project;
  - d) give them access to the accounting books and accounting documents and other documentation related to the project, whereby the auditing bodie s decide on this relat io n;
  - e) give them access to business premises during the ordinary business hours and also beyond these hours by arrangement and allow them to carry out checks related to the project;

<sup>1</sup> http://ec.europa.eu/budget/contracts grants/info contracts/inforeuro/inforeuro en.cfm

- f) provide the LP with any information needed related to such an aud it wit hout a ny delay.
- 2. Other possible longer statutory retention period as might be stated by nationa 1 law remain unaffected.

#### Information and Publicity, use of outputs and results

- 1. Any publicity meas ure undertaken by any of the PPs shall be conducted according to the Com miss ion Regul a tion (EU) no.1303/2013, and theinformation and publicity guidelines included in the Imple ment ation Ma nual, the Visual ident ity Manual for Projects and the Communication toolkit of the Danube Transnational Programme.
- 2. Information and publicity meas ure s will be coordinated among the PPs. Each PP is equally responsible to promote the fact that financing is provided from the Euro pea n Union funds within the framework of the Danube Transna tional Programm e and to ensure the adequate promotion of the pro ject.
- 3. Ownership, title and industr ia l and inte llectual property rights of the de liverab les and outputs of the project and the reports and other documents relating to it shall be vested to the PPs to the extent allowed by the national regulation of the PP concerned.
- 4. The PPs take note of the fact that the outputs and results of the project (as well as any study oranalysis prod uced in the course of the project) will be made available to the public and they agree that the results of the project shall be available for the public. The MA/ JS, as well as the National Authorities of t he Partner States of the programme in cluding National Contact Points reserve the right to use the outputs and results of the project for information and communication actions in respect of the programme.

## Article 10

## Changes in the project and decommitment

- 1. The exhaustive list of the substantial changes in the pro jec t is regulated in the Subsidy Contract. These changes will lead to the modification of the Subsidy Contract requested by the LP. Based on the provisions of the Subsidy Contract furt her deta iled ru les describ ing each case of Subsidy Contract modification, as well as othe r project changes not requiring amendment of the Subsidy Contract are set in the Implementa tion Manual.
- 2. In case of changes in the partnership, the MA/JS is entitled to wit hdraw from the Subsidy Contract if the number of PPs falls below the minimum number of participants required by the programme.

- 3. The PPs agree not to back out of the project unless ther e are unavoidable reasons for it. In case a PP withdr aws from the project or is debarred by the other PPs for not fulfilling the obligations set in this Agreement, the remaining PPs will und ert ake to find a rapid and efficient solution to ensure the further proper project implementation without any delay. Conse quently, the PPs will endeavour to cover the contribution of the withd raw n or debarred PP, either by assuming its tasks by one or more of the present PPs or by asking one or more new participants to join the project partners hip, regarding the respective programme provisions.
- 4. The provisions set for audits in Article 8 remain app licabl e to the PP that backed out of the project or was debarr ed from the project and this PP bears the overall financial responsibility for the activities completed including the responsibility for repayment of the amount unduly paid in line with Article 11.
- 5. In case MA/JS reduces the project budget and the corres ponding contribution from the EU Funds on the basis of the decision of the Monitoring Committee, the PPs shall bear the financial consequences together and agree on the distribution per partners of the amount decommitted from the project budget.

#### Irregularities, withdrawal and repayment of the EU funds

- 1. If the MA/JS based on the provisions of the Subsidy Contract requests the repayment of the contribution from the EU Funds in full or in part from the LP due to ir regula rity or withdrawal from the Subsidy Contract, the LP shall ask in writing the PP(s) concerned to repay the EU Funds unduly paid according to the request of the MA/JS.
- 2. The PP affected has to repay the requested EU Funds to the LP. In case the PP received state contribution to the project part, the corresponding state contribution shall be repaid to the responsible national body.
- 3. The PP has to respect the deadline given by the MA/JS to the LP for the repayment of EU Funds. The PP has to transfer the requested EU Funds to the LP [i4 working days] days before the deadline of the LP.
- 4. In case of delay in the repayment to the MA/JS that is due the PP, the int erest on lat e payment imposed by the MA/JS has to be repaid to LP by the PP concerned.
- 5. If the LP does not succeed in securing repayment from PP or if the MA/ JSdoes notsucceed in securing repayment from the LP, the Partner State on whose territory the PP concerned is located shall reimburse any amounts unduly paid to that PP based on Arti cle 27(3) of Regulation (EU) No 1299/2013 according to the request of the MA / JS.
- 6. After the reimbursement made by the Partner State concerned, it holds the right to secure repa yment from the PP located on its territory, **if** necessary through lega!action. For this

purpose the MA/ JS and the LP shall assign their rig hts arising from the Subsid y Contract and the Pa r tnersh ip Agreement to the Part ne r State in question.

#### Article 12

#### Cooperation with third parties, assignment, legalsuccession

- 1. In case of cooperation with third parties (e.g. concluding subcontracts) the PP s hall remain the sole responsible toward the LP concerning compliance with its obligations as set out in this agreement.
- 2. In the course of outsourcing, all Project Partners are obliged to follow nat ional public procurement rules and other regulations set up at progr amme Je ve!, and in case of !PA and ENI contributions the PraG rules for procurement procedures and shaH take full responsibility for the proper application of these rules .
- 3. The Pro je ct Participants shall not have the right to assign their rights and obligations under this agreement without the prior consent of the other Project Participants and of the MA/ JS and the Monitoring Committee.
- 4. In case of lega l succession, e.g. when the Project Participant changes its lega! form, the Project Participant is obliged to transfer all duties unde r this contract to the lega! successo r. The participant shall notify the LP in written form within [7] days. The lega! successor takes all responsibilities of the activity fulfilled by the lega! predecessor and be fina ncially responsible for any amount unduly paid to the lega! predecessor.

#### Article 13

#### Language

The working language of the partnership shall be Eng lish. Any official interna! document of the operation shall be made available in the language of the Subsidy Contract, i.e. in English.

#### Article 14

#### **Duration and right oftermination**

- 1. This agreement shall take effect on the date on which it is signed by all Project Participants. It shall remain in force until the LP has discharged in full its obligations arising from the Subsidy Contract towards the MA/JS.
- 2. Ali relevant provisions of this agreement necessary for the ful filment of the archiving and audit obligations shall remain in force until the end of a two year period started from 31

December following the submission of the acco unts in which the final expend it ure of t he comp le t ed pro ject is included. The MA/ JS will inform the LP about the beginn ing of the ment ioned two year period.

- 3. If there is a non-reso lved dispute between any of the Pro ject Partners a ris ing from the imple menta tio n of the pro ject the Partnersh ip Agreement shall remain in force until the case is settled by the competent body.
- 4. This agreement can be terminated by the consensual decision of the SCOM which also makes arrange ment regarding the consequences of such premature termination.

## Article 15

#### Applicable law

- 1. This agreement is governed by the [law of Slovenia], being the law of the country of the LP.
- 2. This Par tners hip Agree ment is concluded in Eng lish. In case of a translation of this agreement and its annexes into another language than English, the English version shall prevail.

#### Article 16

#### **Concluding provisions**

- 1. Any amend ments to this agreement shall be in written form signed by all Project Participants.
- 2. Amendments and supplements to the present agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such. The LP shall noti fy to the MA/JS of a ny amendment or supplement of the present agreement.
- 3. If any provision in this agre ement should be wholly or partly ineffect ive, the rema ining provis ion s remain binding for the Parties. In this case the Parties unde rtake to repla ce the ineffec tive provis ion by an effective one which comes as close as possible to the pur pose of the ineffective one.
- 4. The Project Participants commit themse lves to take measures to ensure that all s ta ff members carrying out the work respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third part ies or use it without prior written consent of the LP and the Project Participant that provided the information.
- S. The Parti es will make an effort to settle any disputes arising from this agreement out of the co urt. In case an agreement cannot be made in due time, the Parties herewith agree that [place of venue] shall be the venue for all lega 1 d isputes ar ising from this contract.

Partnership Agreement <KnowINGIPR>

6. [15+1] original copies will be made of this agreement; of whic h each party keeps one original and one original is attached to the Application Form .



- Place, Date:
- Name of ERDF PP1:
- Name of legal responsible:

Signature:



## Stamp

Place, Date:

Name of Lead Partner:

Name of legal responsible:

Signature:





- Place, Date:
- Name of ERDF PP2:
- Name of legal responsible:

Signature:



## Stamp

Place, Date:

Name of Lead Partner:

Name of legal responsible:

Signature:





Place, Date:

Name of ERDF PP3: University of West Bohemia

Name of legal responsible:

Signature:



Stamp

## Place, Date:

Name of Lead Partner: Faculty of information Studies in Novo mesto

Name of legal responsible: Dejan Jelovac

Signature:





- Place, Date:
- Name of IPA PP1:
- Name of legal responsible:

Signature:



## Stamp

Place, Date:

Name of Lead Partner:

Name of legal responsible:

Signature:





Name of ENI PP1:

Name of legal responsible:

Signature:



Stamp

Place, Date:

Name of Lead Partner:

Name of legal responsible:

Signature:

