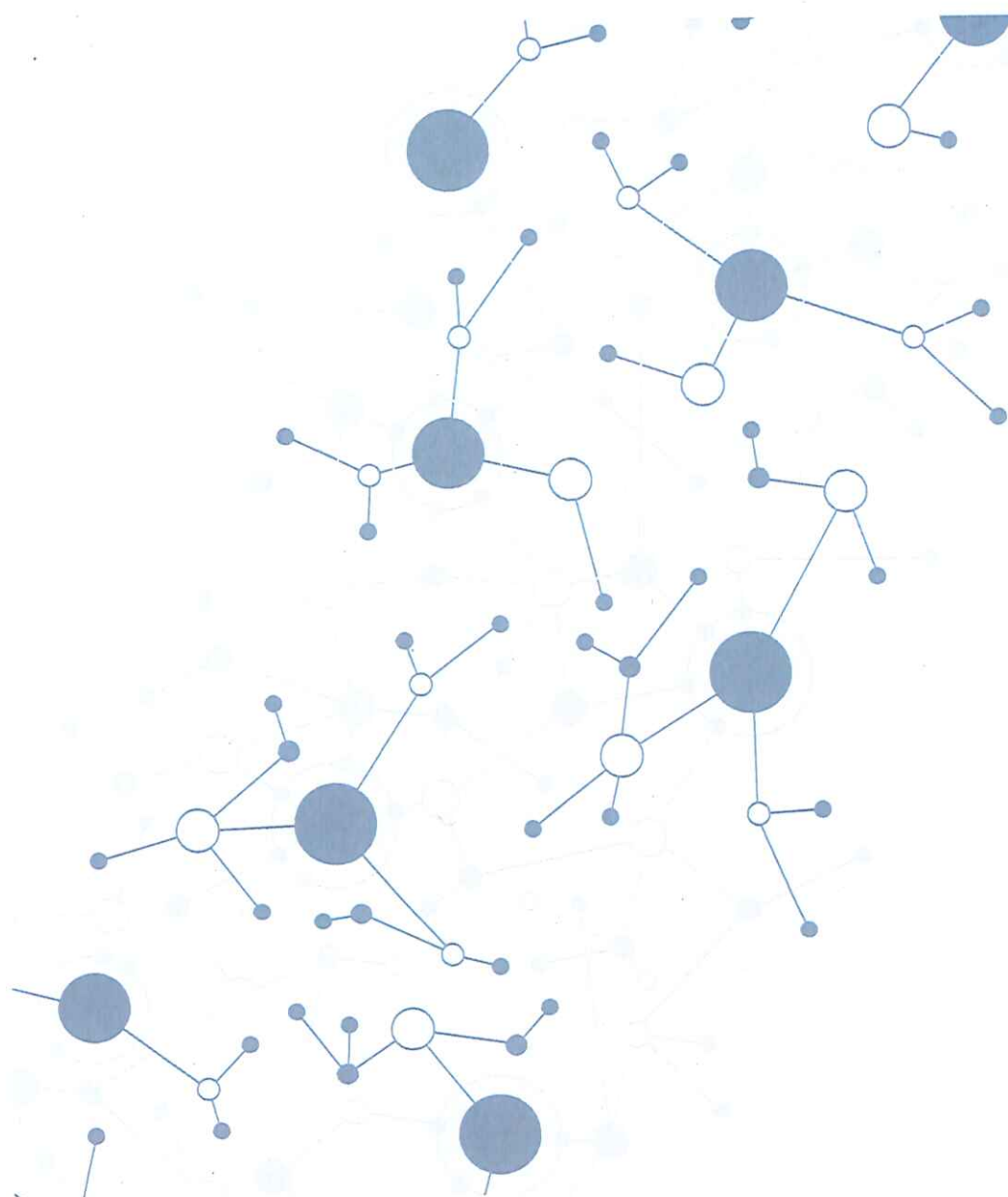


PARTNERSHIP AGREEMENT

Agreement between the Project Lead Partner and the Partners for the
implementation of the Interreg CENTRAL EUROPE project



Agreement between the Lead Partner and the Partners for the implementation of the Interreg CENTRAL EUROPE project «CE0100439» «BIM4CE» (Partnership agreement)

Having regard to:

- the legal framework as in § 1 of the subsidy contract signed between the managing authority (hereinafter referred to as MA) and Technische Universität Dresden acting as lead partner (hereinafter referred to as LP) of the project ID CE0100439, acronym BIM4CE and in particular Article 26(1)(a) of the Regulation (EU) 2021/1059 (hereinafter referred to as the Interreg Regulation) and
- § 10 of the subsidy contract signed between the MA and the aforementioned LP on 30 March 2023;

the following agreement shall be made between:

Lead Partner

Technische Universität Dresden, 01062 Dresden
represented by Mr. Jan Gerken

and

Partner 2

FOS S.p.A.,
Via Enrico Melen, 77, 16152 Genoa- Italy
represented by Mr. Enrico Botte

Partner 3

CSP - Innovazione nelle ICT S.c.a r.l.,
Strada del Lionetto, 6 - 10146 Torino Italy
represented by Prof. Giovanni Perona

Partner 4

Grafenberger Allee 293, 40237 Düsseldorf
represented by Dr. Andreas Bach

Partner 5

Raziskovalno izobraževalno središče Dvorec Rakičan,
Lendavska ulica 28, Rakičan
9000 Murska Sobota, Slovenija
represented by Dr. Robert Celec

Partner 6

Cestel cestni inženiring d.o.o.

Špruha 32, 1236 Trzin, Slovenia

represented by Mr. Robert Brozovič

Partner 7

Società Italiana Traforo Autostradale del Frejus S.p.A.

Via San Giuliano, 2 -10059 Susa (TO) Italy,

represented by Mr. Claudio Vezzosi

Partner 8

Zavod za gradbeništvo Slovenije,

Dimičeva ulica 12

1000 Ljubljana

represented by Assit. Prof. Dr. Aleš Žnidarič (Civ.Eng.)

for the implementation of the Interreg CENTRAL EUROPE project CE0100439, Bridge monitoring using real-time data and digital twins for Central Europe, BIM4CE, approved by the Monitoring Committee (hereinafter referred to as MC) of the Interreg CENTRAL EUROPE Programme (hereinafter referred to as Interreg CE) on 20 December 2022 in Vienna.

§ 1

Definitions

1. For the purposes of this partnership agreement the following definitions apply:
 - a. Project partner (hereinafter referred to as "PP"): any institution financially participating in the project and contributing to its implementation, as identified in the approved application form. It corresponds to the term "beneficiary" as defined in annex 1 to the programme manual.
 - b. Lead partner: the project partner who takes the overall responsibility for the submission and the implementation of the entire project according to Article 26 (1) (b) of the Regulation (EU) 2021/1059.
 - c. Associated partner: any institution/body involved as observer in the project without financially contributing to it, as identified in the approved project application form.

§ 2

Subject of the agreement

1. This partnership agreement lays down the arrangements regulating the relations between the LP and all PPs in order to ensure a sound implementation of the project CE0100439, Bridge monitoring using real-time data and digital twins for Central Europe, BIM4CE as in the latest version of the approved application form as well as in compliance with the conditions for support set out in the European Structural and Investment Funds Regulations, delegated and implementing acts, the programme rules based thereon and the subsidy contract signed between the MA and the LP.

2. The LP and all PPs commit themselves in jointly implementing the project in accordance with the latest version of the approved application form, with the aim to reach the objectives of the project. This also includes the commitment to produce qualitative outputs and to achieve the results set in the application form.
3. The LP and all PPs declare to have carefully read and accepted the legal framework and the other relevant norms affecting the project. In case that changes to the subsidy contract affect the partnership agreement, this document shall be adjusted accordingly.
4. The annexes to this partnership agreement form an integral part of this agreement and comprise *inter alia*: copy of the latest version of the approved application form (Annex 1); copy of the subsidy contract signed between the MA and the LP, including any revision(s) (Annex 2); list of bank accounts of the PPs (Annex 3).
5. The present partnership agreement serves also explicitly as written power of attorney of the PP to LP and authorises the latter to perform the specific duties and responsibilities as set out below.

§ 3

Duration of the agreement

This partnership agreement shall enter into force as from the date of the last signature of this agreement. It shall remain in force until the LP has discharged in full its obligations towards the MA - as provided for in § 4 of the subsidy contract signed between the MA and the LP.

However, the rights and obligations of this partnership agreement shall apply retroactively to and by each PP from the start date of the project.

§ 4

Partnership

All PPs entitle the LP to represent the PPs in the project. They commit themselves to undertake all steps necessary to support the LP in fulfilling its obligations as specified in the subsidy contract signed between the MA and the LP as well as in this agreement.

§ 5

Project management: obligations of the lead partner

1. The LP shall assume the sole responsibility towards the MA for the implementation, management and coordination of the entire project and fulfil all obligations arising from the subsidy contract.
2. The obligations of the LP are listed in the subsidy contract, enclosed to this agreement as Annex 2.
3. In addition, the LP is obliged to:
 - a. Take all the necessary actions to comply with the requirements indicated in the programme manual;
 - b. Ensure to take all the necessary measures in order to avoid that the subsidy contract is terminated by the MA and thus to avoid that the partnership is asked to repay the subsidy according to § 17 of the subsidy contract.

- c. monitor and manage deviations of the project implementation;
 - d. decide on project modifications (e.g. partnership, budget, activities, and duration) if needed;
 - e. be responsible for the settlement of any disputes within the partnership (as stipulated in § 21 of this agreement).
4. Further aspects, including the creation of sub-groups or task forces, may be set out in the rules of procedure of the steering committee.
 5. Meetings of the steering committee can be held face-to-face, by tele- or videoconference or other telecommunication means upon decision by the LP.
 6. Any decision by the steering committee may also be taken without a meeting, if the LP circulates to all PP a written document (email sufficient) which is then agreed by all members of the steering committee. Such document shall include the deadline for responses.
 7. Decisions shall be taken by two-thirds (2/3) of the votes cast. The LP and each PP shall have one (1) vote. Associated partners and external key stakeholders will have no voting rights. If a PP can show that its own work, time for performance, funding, liabilities, intellectual property rights or other legitimate interests would be significantly affected by a decision, the specific PP including all other PPs of the project shall make every effort to resolve the matter to the general satisfaction of all PP.
 8. A PP who is declared by the steering committee to be in breach of this Partnership agreement or the subsidy contract may not vote. Neither may a PP veto decisions relating to its identification to be in breach of its obligations hereunder nor to its consequences thereof.

§ 8

Financial management and accounting principles

In line with § 6 of this agreement, each PP is responsible towards the LP for guaranteeing a sound financial management of its budget as indicated in the latest version of the approved application form, and pledges to release its part of the co-funding. To this purpose, a separate accounting system must be set in place.

§ 9

Reporting and requests for payment

1. Each PP may only request, via the LP, payments of the contribution from the European Regional Development Fund (hereinafter referred to as ERDF) by providing proof of progress of its respective part(s) of the project towards the achievement of the outputs and results as set in the approved application form, in compliance with the principle of sound financial management (as determined by the principles of economy, efficiency and effectiveness) and by demonstrating the utility derived from any purchases. To this purpose, each PP commits to providing the LP with complete and accurate information needed to draw up and submit joint progress reports and, where possible, the main outputs and deliverables obtained in line with the approved application form. Joint activity reports and joint finance reports shall be submitted to the MA/JS following the procedures set in the programme manual and in observation of deadlines set in the overview table of reporting targets and deadlines enclosed to the subsidy contract (see annex 2).
2. In addition, in order to allow the LP to submit to the MA payment requests, enclosed to the joint finance reports, every PP shall submit to the LP its certificates confirming the eligibility of expenditure, following verifications performed according to § 10.
3. In order to meet the deadlines mentioned in § 9.1, each PP commits itself to deliver to the LP the necessary information and documents 30 working days before the deadlines set in the subsidy contract for submitting the concerned periodic joint progress reports.

4. Requests for postponement of the reporting deadlines may be granted only in exceptional and duly justified cases. They shall be asked by the LP to the MA via the JS at the latest one week prior to the due deadline.
5. In line with § 11.5 of the subsidy contract, the LP shall confirm that the expenditure reported by each PP has been incurred by the PP for the purpose of implementing the project, that it corresponds to the activities laid down in the approved application form and that it has been verified by the national controller.
6. If the LP casts doubts on the project relevance of any expenditure items claimed by a PP, the LP shall clarify the issue with the concerned PP with the aim of finding an agreement on the expenditure to be claimed and the corresponding activities to be reported as project-relevant. In the case that such agreement cannot be found, the procedure as stated in the programme manual will be followed.
7. Payments not requested in time and in full or non in compliance with the payment schedule as indicated in the overview table of reporting targets and deadlines annexed to the subsidy contract may be lost. In case of decommitment of funds § 18.4 applies.
8. In order to proceed with the analysis of periodic joint progress reports, each PP must provide additional information if the LP or the MA/JS deem that necessary. Additional information requested by the MA/JS are to be collected and sent by the LP within the demanded time frame.
9. The MA reserves the right not to accept - in part or in full - certificates of expenditure as described in § 10 of this agreement, in line with provisions of § 6.4 of the subsidy contract.
10. Following the approval of the joint finance report by the MA/JS and the respective ERDF funds have been transferred to the LP account, unless otherwise specified in the partnership agreement, the LP shall forward the respective ERDF share to each PP without any delay and in full to their bank accounts as indicated in Annex 3. Changes of the account number shall be duly notified to the LP.
11. The maximum acceptable delay for transferring the ERDF to the PPs is of 30 working days. In exceptional and duly justified cases, LPs which are public authorities may benefit from an extension of the aforementioned deadline in order to comply with internal administrative procedures in transferring public funds. In case of unjustified delays in the transfer of ERDF funds to the PPs which are imputable to the LP, the PPs may claim interest rates which the LP shall exclude from the approved project budget.
12. The LP shall provide all PPs with copies of any report and documentation submitted to the MA/JS and keep the PPs informed about all relevant communication with MA or JS, in line with § 11.7 of the subsidy contract.
13. Details on the contents of the reports on the verification of expenditure, on the reimbursement of funds and on the related procedural rules are laid out in the programme manual, the contents of which each PP accepts.
14. The funds will be disbursed in EUR. If bank accounts are denominated in other currencies than EURO, any costs or losses due to currency exchange rates are covered by the recipient. All costs of dispatch/receipt or similar charged by the bank and costs for repeated transfers are covered by the recipient of the payment. If the bank account of a PP changes, the new bank account details need to be communicated in a timely manner to the LP.

§ 10

Verification of expenditure

1. Each joint finance report submitted by the LP to the MA via the JS must be accompanied by certificates confirming the eligibility of expenditure, both at the LP and the PPs level, issued by national controllers as referred to in Article 46(3) of the Interreg Regulation, according to the system set up by each Member State and in compliance with the requirements set by the legal framework listed in § 1 of the subsidy contract. Certificates of expenditure shall be accompanied by the compulsory elements presented in the programme manual (i.e., the control report and checklist). The project partners shall deliver all necessary documents in order to enable the LP to fulfil its obligations. To this end, the partnership may agree on internal rules and delivery procedures.

audit trail as requested in the European Structural and Investment Funds Regulations, delegated and implementing acts and the programme manual.

3. Each PP shall promptly inform the LP about any audits that have been carried out by the bodies mentioned in § 17.1 of this agreement.
4. If, as a result of the controls and audits any expenditure is considered non eligible according to the regulatory framework as in § 1 of the subsidy contract, the procedure described in § 18 and § 9.9 of this agreement shall apply.

§ 18

Withdrawal or recovery of unduly paid-out funds, decommitment of funds

1. Should the MA in accordance with the provisions of the subsidy contract, the programme manual and § 9.9 of this agreement, demand the repayment of subsidy already transferred to the LP, every PP is obliged to transfer its portion of undue paid out amount to the LP in compliance with Article 52 (1) of Regulation (EU) 2021/1059. The LP shall, without delay, forward the letter by which the MA has asserted the repayment claim and notify every PP of the amount repayable. Alternatively and when possible, the repayment amount will be offset against the next payment of the MA to the LP or, where applicable, remaining payments can be suspended. In case repayment is deemed as necessary, this repayment is due within one month following the date of the letter by which the MA asserts the repayment claim to the LP. The LP shall be entitled to set an internal deadline to the concerned PPs in order to meet the MA requests. The amount repayable shall be subject to interest according to § 13.3 of the subsidy contract. Further provisions of the subsidy contract shall apply by analogy.
2. In case the PP does not repay the LP the irregular amounts by the deadline specified in the recovery letter, the LP informs the MA without delay. In duly justified cases, the MA informs the Member State, on whose territory the PP concerned is located in order to recover the unduly paid amounts from this Member State. Therefore, the respective Member State is entitled to claim the unduly paid funds that have been reimbursed to the MA from the PP.
3. In case that no PP can be held responsible for the request for repayment, the amount to be repaid shall be apportioned between all PPs pro rata to their project budget share.
4. Bank charges incurred by the repayment of amounts due to the MA via the LP shall be borne entirely by the concerned PPs.
5. If decommitment of funds apply in compliance with § 9.7 and provisions of the programme manual, the PPs herewith agree that the deduction shall be imputed to those PPs that have contributed to the decommitment of funds unless a different decision is taken by the MC. Deduction of funds shall be done in a way not to jeopardise future involvement of PPs and implementation of activities.

§ 19

Ownership - Use of outputs

1. Ownership, title and industrial and intellectual property rights in the results of the project and the reports and other documents relating to it shall, depending on the applicable national law, vest in the LP and/or its PPs.
2. Where several members of the partnership (LP and/or PPs) have jointly carried out work generating outputs and where their respective share of the work cannot be ascertained, they shall have equal shares in joint ownership on it/them.
3. In case of joint ownership, the following provisions shall apply:

Results which are generated by several PPs jointly are owned by them depending on their input ("Joint Results"). The respective PPs shall establish a written agreement regarding the allocation and terms of exercising that joint ownership (shares, filing, exploitation, etc.).

Unless otherwise agreed for Joint Results:

- i. each of the joint owners shall be entitled to use their Joint Results for non-commercial research and academic teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- ii. each of the joint owners shall be entitled to otherwise exploit the Joint Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given fair and reasonable compensation.

These provisions shall be in line with § 25.7 of this Agreement.

4. The ownership of outputs having the character of investments in infrastructure or productive investments realised within the project must remain with the concerned LP and/or PPs according to the timeframe as well as under the conditions set in Article 65 of the CPR. Should any of the conditions set by the mentioned Regulation not be met at a certain point of time, the MA/JS must be immediately informed by the concerned LP or PP. The MA will recover the unduly paid ERDF contribution in proportion to the period for which the requirements have not been fulfilled.
5. The MA reserves the right to use the outputs and results for information and communication actions in respect of the programme.
6. Each PP shall remain the owner of any knowledge gained or developed prior to the commencement of the Partnership agreement or yet to be developed outside of this Partnership agreement, including, but not limited to, know-how, copyrights, computer programs, inventions, and any intellectual property rights applied for or granted for such inventions (collectively referred to as "background IPR").
7. The PP shall inform each other in writing of any background IPR, that they are aware of, relating to the subject-matter to the extent that these are necessary for the performance of this Agreement and/or the use of the Results. Further, the PP shall inform each other about any third-party rights to the background IPR of which they are aware of. If any third-party rights are identified, the beneficiary shall consult with each other on how to proceed. background IPR is necessary for the performance of this Agreement, if without the grant of such rights, carrying out the tasks assigned to the recipient PP would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.
8. To the extent that the PPs' background IPR are necessary for the performance of this Partnership agreement and it is legally possible, the beneficiaries shall grant each other the royalty-free, non-transferable, non-licensable and non-exclusive right of use limited to the duration of the project and only for the implementation of the project. A refusal is only allowed in the case of a justified reason.
9. The PP grant each other a royalty-free, non-exclusive, non-transferable and non-sublicensable license for the use of results needed by a PP for the implementation of its own tasks under the project limited to the duration of the project.
10. All PP shall have up to twelve (12) months after the end of the project the right to request and receive a non-exclusive, non-transferable and non-licensable license to results of the project. All PP shall have up to twelve months after the end of the project the right to request and receive non-exclusive, non-transferable and non-licensable license to background IPR of another PP, provided the granting of rights is legally possible and if without the grant of such right, the use of the results would be technically or legally impossible. Any aforementioned license to results and/or background IPR will be granted under standard market terms and at terms and conditions to be agreed upon prior to any intended use. When assessing the standard market terms for licenses to Results, the necessary contributions if any, made by the concerned PP in the context of the project for the respective result may be taken into account; compared to the terms for uninvolved parties, the relevant PP may be given a corresponding discount for such contributions, but in any case, in compliance with applicable state aid rules.

§ 20 Confidentiality

1. Although the nature of the implementation of the project is public, information exchanged in the context of its implementation between the LP and the PPs, the PPs themselves or the MA/JS shall be confidential.
2. The LP and the PPs commit to taking measures to ensure that all their respective staff members involved in the project respect the confidential nature of this information and do not disseminate it, pass it on to third parties or use it without prior written consent of the LP and the PP institution that provided the information.
3. In addition to §20.1, for information exchanged in the context of the implementation of the project between the LP and the PPs, and the PPs themselves, the following applies:

All information in whatever form or mode of communication, which is disclosed by PP (the “disclosing party”) to any other PP (the “recipient”) in connection with the project during its implementation is “confidential information”.

The recipient hereby undertake during and after the project in addition and without prejudice to any commitment on non-disclosure under the subsidy contract, for a period of 5 (five) years after the final payment a) not to use confidential information otherwise than for the purpose for which it was disclosed; b) not to disclose confidential information to any third party of the project without the prior written consent by the disclosing party; c) to ensure that internal distribution of confidential information by a Recipient shall take place on a need-to-know basis; d) not to reverse-disassemble, reverse engineer or reverse-analyze any confidential information provided by the disclosing party, unless it is necessary for the implementation of the project and the disclosing party has agreed to it; and e) to apply for the security of confidential information at least the same degree of care as it applies for the security of its own confidential information (but in any case shall apply not less than reasonable care).

The above shall not apply for disclosure or use of confidential information, if and in so far as the recipient can show that: a) the confidential information has become or becomes publicly available by means other than a breach of the recipient’s confidentiality obligations; b) the disclosing party subsequently informs the recipient that the confidential information is no longer confidential; c) the confidential information is communicated to the recipient without any obligation of confidentiality by a third party who is to the best knowledge of the recipient in lawful possession thereof and under no obligation of confidentiality to the disclosing party; d) the disclosure or communication of the confidential information is foreseen by provisions of the subsidy contract; e) the confidential information, at any time, was developed by the recipient completely independently of any such disclosure by the disclosing party; f) the confidential information was already known to the recipient prior to disclosure; or g) the recipient is required to disclose the confidential information in order to comply with applicable laws or regulations or with a court or administrative order, to the provision §20.4 hereunder. This obligation under (g) does not alter the status of the information as a confidential information and it is still to be treated as confidential unless otherwise regulated under the respective applicable law.

4. If the recipient becomes aware that it will be required, or is likely to be required, to disclose confidential information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure
 - a. notify the disclosing party, and
 - b. comply with the disclosing party’s reasonable instructions to protect the confidentiality of the information.
5. The recipient shall promptly advise the disclosing party in writing of any unauthorised disclosure, misappropriation or misuse of confidential information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

§ 21

Disputes between partners

1. In case of dispute between the LP and its PPs or among PPs, presumption of good faith from all parties will be privileged.
2. Should a dispute arise between the LP and its PPs or among PPs, the affected parties will endeavour to find a solution on an amicable way. Disputes will be referred to the project steering committee in order to reach a settlement.
3. The LP will inform the other PPs and may, on its own initiative or upon request of a PP, ask advice to the MA/JS.
4. Should a compromise through mediation in the framework of the project steering committee not be possible, the parties herewith agree that Dresden shall be the venue for all legal disputes arising from this agreement.
5. A dispute resolution through the project steering committee shall be understood as not possible, if the dispute is not solved within sixty (60) calendar days of first notice, otherwise § 21.4. applies.

§ 22

Working language

The working language of the partnership shall be English.

1. Any official internal document of the project and all communication to the MA/JS shall be made available in English, being the official language of the Interreg CE Programme.
2. The present agreement is concluded in English. In case of translation of the present agreement into another language, the English version shall be the binding one.

§ 23

Force majeure

1. Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this agreement, which is beyond the control of the LP and PPs and cannot be overcome despite their reasonable endeavours (e.g. substantial changes due to changes in political or financial terms). Any default of a product or service or delays in making them available for the purpose of performing this agreement and affecting the project performance, including, for instance, anomalies in the functioning or performance of product or services, labour disputes, strikes or financial difficulties do not constitute force majeure.
2. If the LP or PPs are subject to force majeure liable to affect the fulfilment of its/their obligations under this agreement, the LP shall notify the MA via the JS without delay, stating the nature, likely duration and foreseeable effects.
3. Neither the LP nor the PPs shall be considered to be in breach of their obligations to execute the project if it has been prevented from complying by force majeure. Where LP or PPs cannot fulfil their obligations to execute the project due to force majeure, grant for accepted eligible expenditure occurred may be made only for those activities which have actually been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

Drawn up at Dresden

Lead partner

Signature

Date 06.06.2023

Technische Universität Dresden
- Der Kanzler -


Christian Gerhardt
European Project Center



Drawn up at Genoa

Partner 2

Signature

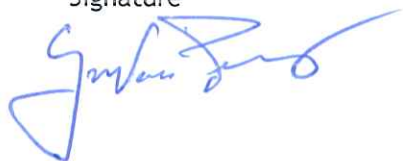
26th May 2023


FOS SPA
via E. Mattei, 77 - ed.A - 16152 Genova
P.I. 12851070155

Drawn up at Torino

Partner 3

Signature



Date 05/06/2023

Drawn up at Düsseldorf

Partner 4

 Schüler-Plan digital
Schüler-Plan Digital GmbH
Großscharenberg Allee 193
40227 Düsseldorf
Telefon +49 217 6102 01

Signature

Date

05.06.2023

Andreas Bcl
Ad

Drawn up at Rakičan, Slovenija

Partner 5

Raziskovalno izobraževalno središče Dvorec Rakičan

Lendavska ulica 28, Rakičan

9000 Murska Sobota

Slovenija

Signature

Date: 02.06.2023

dr. Robert Celec

director




Drawn up at Trzin

Partner 6

Cestel cestni inženiring d.o.o.

Signature

Date 23.05.2023

Mr. Robert Brozovič

Director

CESTEL 4
d.o.o.
Špruha 32, 1236 TRZIN ID: SI90511867



Drawn up at Susa (TO)

Partner 7

S.I.T.A.F. S.p.A.

Amministratore Delegato

Dott. Ing. Claudio Vezzosi

Signature



Date 18/05/2023

Drawn up at Ljubljana; Slovenia

Partner 8

Zavod za gradbeništvo Slovenije

Signature:

Date: 26.5.2023

Assist. Prof. Dr. Aleš Žnidarič (Civ.Eng.)



Annexes:

Annex 1: latest version of the approved application form (including its annexes)

Annex 2: copy of the subsidy contract signed between the MA and the LP, including any revision(s)

Annex 3: list of PP's bank accounts

The following documents, which are an integral part of this agreement, can be downloaded from the programme's internet web page: www.interreg-central.eu:

- Programme manual
- Terms of Reference for the call for proposals under which the project was selected for funding.

