

PARTNERSHIP AGREEMENT
Regarding the Partnership between [.....] and [.....]
“Worth Partnership Project”

This Partnership Agreement (hereinafter, ‘*Partnership Agreement*’ or ‘*Agreement*’) shall be effective as of the day [_date_]

between

1. [_name_], with registered office at [_address_], hereinafter to be referred to as “Project Leader”, in this matter duly represented by [_name_],

and

2. [_name_], with registered office at [_address_], hereinafter to be referred to as “party”, in this matter duly represented by [_name_],

Both parties hereinafter together and individually to be referred as “*Parties*” respectively “*Party*”.

WHEREAS:

A. WORTH Partnership Project (here below only Worth Project) is an European Commission program to encourage the competitiveness of the European industries from the fashion and lifestyle sectors by fostering cross-border connection opportunities between designers and Small and Medium-sized enterprises (SMEs). With the aim to:

- Enhance competitiveness.
- Integrate creativity, design and technologies in SMEs.
- Foster new, innovative or high-added value products, processes or services developed in collaboration between designers and manufacturers or technology companies.

Worth Project has launched the second call for proposals on April 17, 2018.

A. The Participants have submitted the Application for Eligibility as well as the Project proposal titled [_title_], attached as **Annex 1** to this Agreement (hereinafter, ‘*Project Proposal*’). The Project Proposal has been selected by the Steering Board with the decision of 1st-2nd March 2019.

B. Now, the Parties, in consideration of the premises and the mutual covenants, agreements and conditions herein contained, wish to lay down in writing the terms and conditions for the execution of their partnership

THEREFORE

the Parties have agreed as follow:

Article 1 – Definitions

1. As used in this Agreement, the following terms shall have the following meanings:
- A. ‘*Agreement*’ or ‘*Partnership Agreement*’ shall mean this Partnership Agreement, including all annexes and amendments hereto;
 - B. ‘*Partnership*’ shall mean the professional relation between the Parties, as regulated by the present Agreement, in order to successfully develop the Result of the Project, which is also the concept at the basis of the Worth Project;
 - C. ‘*Background IPR*’ shall mean any and all IPR, other than Foreground IPR, which (a) are owned and/or controlled by a Party at the Effective Date or (b) in respect of which the ownership and/or control is acquired by a Party during the Term of this Agreement, as a result of: (i) activities conducted outside the framework of the Project or (ii) any transaction with a third party;
 - D. ‘*Confidential Information*’ shall mean all information of whatever nature and/or form disclosed during a Project by a Party or (the ‘*Discloser*’) to any other Party or Participant (the ‘*Receiver*’) in connection with that Project as well as the contents of this Agreement, and any and all results and/or conclusions emanated from the purpose and which:
 - i. if disclosed in tangible form, was marked as confidential at the time of such disclosure; or
 - ii. if disclosed orally, was identified as confidential at the time of such disclosure and confirmed as confidential in writing within 30 days after disclosure;
 - E. ‘*Information*’ shall mean any and all drawings, tables, specifications, photographs, samples, models, processes, procedures, instructions, software, reports, papers, and any other technical and/or commercial information, data and documents of any kind, including oral information;
 - F. ‘*Effective Date*’ shall mean the date on which the Partnership Agreement formally starts, which is the date indicated at the top of this Agreement;
 - G. ‘*Foreground IPR*’ shall mean any and all IPR resulting from any Result;
 - H. ‘*IPRs*’ shall mean patents, utility certificates, utility models, trademarks, copyrights, rights to extract information from a database, design rights, trade secrets, any protection offered by law to Information, and all registrations, applications, renewals, extensions, combinations, divisions, continuations, re-examinations or reissues of any of the foregoing;
 - I. ‘*Project*’ shall mean the research project for the performance of the activities in the field of [_description_], as described in the Project Proposal;
 - J. ‘*Activity*’ shall mean all the technical, manual, professional and other activities and/or performances which are required to the Parties in order to effectively conduct the Partnership as defined in the present Agreement;

- K. ‘*Project Leader*’ shall mean the referent person for the Partnership, with the ultimate responsibility for the content and realization of the Partnership and who will receive the economic contribution from Aitex as entity appointed by the Worth Project Consortium and as nominated in the Partnership Project Agreement;
- L. ‘*Results*’ shall mean an invention or any other subject matter capable of protection by IPRs, which invention is made or subject matter is generated either solely by a Party any or jointly by the Parties during the Term of this Agreement and within the framework of the Project;
- M. ‘*Prototype*’ shall mean the result of the project or a proof of concept. Prototype is the first original manufactured of a product that is not commercialized and that will be served to manufacture other similar in an up-scaled process;
- N. ‘*Coaching Program*’ shall mean the sessions organized by the Worth Project Consortium with the aim of providing all the necessary training, support and assistance to the Parties, for the realization of the granted Project.
- O. Networking activities shall mean the activities organized by the Worth Partnership Project consortium, where participants will have the opportunity to exchange knowledge and best practices, as well as the provision of relevant professional links to trigger further business cooperation. Such activities, are taking place either in the framework of a Worth Weekend or an international design or exhibition event.
- P. International design or exhibition event shall mean activities curated by organizing committees of already existing international design events, with aim of showcasing the final partnership’s project results, by means of final prototype. Such events are defined by the Worth Partnership Project consortium by taking into consideration the calendar of the events.
2. Words importing the singular shall include the plural and *vice versa* and words importing gender shall include all genders.

Article 2 – Scope of the Partnership

The present Partnership, as indicated by the Partnership Agreement, shall have to scope of regulate the relations between the Parties, regarding the Project as outlined in Annex 1 of the present Agreement, and which has been granted by the Worth Project.

Article 3 - Obligations and duties of the Parties

1. The Parties entering this Partnership Agreement shall respect and execute all the obligations and duties to which are entitled as provided and established by the present Agreement and its annexes to the best of their knowledge and ability and taking into account the criteria and standards applicable to their field of Activity.
2. For the performance of the Project, the Participant shall select and appoint personnel with appropriate qualifications. [_name_] shall be appointed as Project Leader. The Participant shall

ensure that the Project Leader and the other appointed personnel comply with the obligations imposed on the Participant and its employees in this Agreement.

3. The Parties shall respect the duty of submit periodical report as provided at article 4.4 of the present Agreement. Further, the Parties shall have the duty to fully participate to the Coaching Program, to 2 (two) Networking activities (including Worth Weekend Valencia 2019) and to 2 (two) International design or exhibition event (see definitions under Article 1.O/P), which will be organized and settled by the Worth Project Consortium. The participation in the Networking activities and International design or exhibition event would be considered as accomplished, with the attendance of minimum one representative of the partnership.

Article 4- Conduct of the Partnership

1. The Parties shall conduct the Partnership in accordance with the present Agreement and in respect to of the principles and rules of Worth Project. For this reason, the Parties shall be also bound to the execution of their Activities by the Partnership Project Agreement as attached to the present Agreement.

2. In performing the Partnership, the Parties will comply with all applicable legislation and will behave in an ethically acceptable manner as may be expected in scientific and/or technological research.

3. The Parties shall inform Aitex as appointed entity representing the Worth Project Consortium, immediately if new information emerges which is relevant to (the conduct of) the Partnership and/or the Project and/or the utilization of the Results.

4. A Project Manager will be assigned to the partnership formed by representatives of the Worth Project Consortium. The Project Leader refers to the Project Manager and will sent 6 (six) reports providing all the information related to the development of the Partnership divided in the following deliverables:

1st Report: 1st Periodic report. 30th June 2019

2nd Report 2nd Periodic report. 15th September 2019

3rd Report Mid Term report. 30th November 2019. It will include the drafting and specifications of the product to be developed

4th Report 3rd Periodic report. 30th January 2020

5th Report Full prototype ready. 28th February 2020

6th Report Final report 30th Abril 2020. It will include the final specifications and the prototype/proof of concept.

The Project Manager will provide assistance activities required for the issuing of these reports. The Project Manager shall meet with the Parties regularly during the development of the Partnership. During such meeting, they will discuss the progress of the Partnership, on the basis of the written progress report, prepared by the Project Leader.

Article 5 – Funding and payment

For the purpose to develop the Project Plan, the Participant is entitled to receive the funds according to the Worth Project. The conditions on the basis of which the Participant can claim his funds are described in the “Grant Agreement” as well as in the Worth Project website.

The total lump sum for carrying out the Project is TEN THOUSAND EUROS (10.000€). The payment is submitted to invoicing to AITEX by the leader partner pursuant to the following breakdown:

*At the beginning of the project: 20%: 2.000€

* After approval of the mid-term report: 40%: 4.000€

*After approval of the final report and prototype/proof of concept together with the duly execution of the obligations indicated in art. 3.3.: 40% 4.000€

Payments will be processed within 30 days from the invoicing date.

The amount will be shared between the partners following the breakdown agreed by the Project Partners.

THE SHARING OF THE GRANT BY THE PARTNERS MUST BE SPECIFIED

In any case the above distribution of the funds should be negotiated between the partners.

Article 6 – Costs and Benefits

1. Each party shall bear all the costs and expenses deriving from the Activity it has to conduct as provided in the annexed Project Proposal.

2. Costs and expenses deriving from a common shared activities has to be supported equally by both Parties.

3. Any different agreement between the Parties regarding what disposed by paragraph 1 and 2 of this article has to be agreed between the Parties in written form.

Article 7 – IPRs

1. Ownership of Results, protection of Results and rights to use Results as well as any other IPRs deriving from the activities involved in the realization of the Partnership are subject to the provisions of the present Agreement.

2. The ownership of IPRs deriving from the Project shall be entitled to the Party, which has developed such Results during the realization of the Activity connected to the Partnership itself. In case where the IPRs is the result of a collaboration or a common intervention of the Parties the IPRs shall be entitled to both the Parties, proportionally to their performances, namely:

IPR [_patent, trademark, design, software, know how_]

a. [_name_] in a percentage of [_%_];

b. [_name_] in a percentage of [_%_].

3. Moral rights of the investors will be in any case preserved.

4. The IPRs shall not be released or licensed to any third party, which is not part of the Worth Project, as long as the Agreement and the Partnership are in force.

5. When one Party is the exclusive owner of an IPR and such IPR is necessary to the development of the Partnership under this Agreement, such Party shall agree to enter in a free license agreement with the other Party. Furthermore, when the Partnership will be terminated the Parties shall be able to find a fair agreement for the further access to the IPR.

6. The Parties shall ensure that both its employees as well as any involved third parties who might be able to claim rights to the Results, transfer those rights to the Parties.

7. Each Party shall be responsible to take any necessary action in order to protect and promote the IPRs deriving from its Activity during the Partnership.

Article 8 - Term and termination

1. This Agreement will be in force for the period from the Effective Date until the end of the Partnership, as established in the present Agreement.

2. The Partnership shall last for 12 (twelve) months from the Effective Date referred into the Partnership Project Agreement. There will not be the possibility of renewal of the Partnership for an additional period under the Worth Project. After the expiration of the Partnership, the Parties shall be considered free to reach a new agreement between them, completely outside the Worth Project framework.

3. The provisions of Articles 7, 8.3, 10, 11, 13 and 14 shall survive the expiration or termination of this Agreement to the extent needed to enable the Parties to pursue the remedies and benefits provided for in those Articles.

4. Each Party is entitled to terminate this Agreement by written notice sent by registered mail and anticipated by certified e-mail to the other Party and to the Worth Project Consortium, if the other Party is in breach of this Agreement and the breach is not remedied within thirty (15) days from the other Party receiving written notice, specifying the breach and requiring its remedy. The Party shall provide to the other Party and to the Worth Project Consortium its written notice of termination with 15 (fifteen) days' notice.

5. When the participation to the Partnership of a Party has been terminated as meant in paragraph 4 above, said Party shall not acquire any rights with regard to the Results, generated after the termination of its participation to the Partnership. The leaving party could maintain his protected background IPRs but not the foreground IPRs developed within the Partnership.

6. Termination of the Partnership shall occur in case when a Party does violate the rules provided by the present Agreement and/or the applicable law and such termination is not due to *force majeure*. In such case, the Party shall:

ii) lose all the Foregrounds IPRs and any other rights developed during the Project and the Partnership;

ii) be obliged to refund to AITEX the total amount of the grant received, to the Worth Project.

7. A Party shall be considered able to terminate the Partnership before its expiration providing to the other Party and to the Worth Project Consortium a written motivation, to be sent by registered mail and anticipated by certified e-mail. The Party shall provide to the other Party and to the Worth Project Consortium its written motivated notice of termination with 60 (sixty) days' notice. Furthermore, the Party which terminate the Partnership before its expiration shall:

- i) provide the other Party with a free license to use all the IPRs that the terminating Party owns, in order to let the Project further developing and be concluded without any prejudice;
- ii) refund the total amount of the grant received, to the Worth Project.

Article 9 – Relation with third parties

The Parties absolutely shall not involve any third party in their Partnership. Therefore, the Agreement, as well as all its annexes, shall not be released or licensed to any third party, which is not part of the Worth Project.

Article 10 – Confidentiality, non-compete and publication

1. Confidential Information is subject to the provisions of the Partnership Agreement. Each Party undertakes to use the Confidential Information of another Party solely for the performance of the Project, only in accordance with the terms of this Agreement and not for any other purpose.

2. Participant agrees, during the term of this Agreement, not to enter into a contract or accept an obligation that is inconsistent or incompatible with Service Provider's obligations under this Agreement. The Party warrants that there is no such contract or obligation in effect as of the Effective Date. The Party further agrees not to disclose to, deliver to, or induce to use any Confidential Information that belongs to anyone other than Participant, the European Commission, Aitex, and Worth Project Consortium.

2. If publication or presentation of results and/or details of research would necessitate in order to preserve scientific integrity of the publication or presentation to include Confidential Information, the Party shall provide Aitex and the Worth Project Consortium with a written reasoned request for permission to disclose said information.

3. The Participant shall ensure that every scientific publication contains the following declaration to indicate that the Results were achieved with financial support from Worth Project:

“This research is supported by WORTH Partnership Project and is funded by COSME Programme of the European Union for the Competitiveness of Enterprises and Small and Medium-Sized Enterprises (SMEs).”

4. Where possible, the publications, including scientific posters and prototypes, should also contain the Worth Project and the European Commission logos.

5. The Participant shall furthermore consult with Aitex, whether Aitex wants its support to the Project to be mentioned as well in the publication.

6. For the purposes of reporting to the EU Commission, Aitex and the Worth Project Consortium may publish non-enabling summaries (including photos) of the Project following consultation with the Project and Partnership Leader. Worth Project Consortium shall ensure that such summaries shall not affect the validity of IPRs with regard to the Results.

Article 11 – Liability and warranties

1. Each Party is responsible for its own actions and omissions under this Agreement.

2. Parties shall not hold each other or Aitex or the Worth Project Consortium liable for damage to property or injury arising out of the performance of the Project and/or the Agreement, unless the damage or injury was caused by negligence or willful intent of the Party causing the damage or injury.

3. Prior to and during the Project, the Parties shall inform the Worth Project Consortium forthwith on any Intellectual Property Rights of any third party, that is likely to be relevant for commercial use of the Results, in as far as the Party is reasonably aware of such intellectual property rights of any third party.

Article 12 – Use of trademarks

Parties will be allowed to use the EU Commission logo as well as the logo of the Worth Project exclusively with regard to the Project and with prior approval by the Worth Project Consortium. The use of the two logos is not a license and doesn't confer any right to the Parties.

Article 13 - Governing law and jurisdiction

1. This Agreement shall be governed by the laws of [.....].

2. If any dispute should arise between any of the Parties, such Parties shall use reasonable effort to settle such dispute before pursuing any remedy they may have at law.

3. Any dispute, resulting from this Agreement, or further agreements resulting there from, which do not stipulate otherwise, which has not been solved by the Parties in accordance with the previous provision, shall be submitted to the competent Court in [.....,].

Article 14 - Miscellaneous

1. None of the Parties shall be entitled to transfer, by means of assignment, sale or otherwise, or to encumber any and all of the rights granted under and obligations deriving from this Agreement, either in whole or in part, to a third party without the prior written consent of the other Parties.

2. Unless explicitly agreed otherwise in writing, none of the Parties is entitled to act or make legally binding declarations on behalf of any of the other Parties. Nothing in this Agreement

shall be deemed to constitute a joint venture, agency or any other kind of formal business grouping or entity between the Parties.

3. Any amendments or additions made to the Agreement shall only be valid and binding between the Parties if made in writing and executed by all Parties.

4. This Agreement contains three (2) Annex which form an integral part of this Agreement:

- Annex 1: Partnership Project Agreement
- Annex 2: Grant Agreement

5. None of the Parties grants any rights and/or licenses to the other Parties, either explicit or implicit, nor waives any of its existing rights, unless explicitly mentioned in this Agreement.

Signed in twofold,

.....
By:
Place:
Date:

.....
By:
Place:
Date: