

**EUROPEAN COMMISSION**

**DIRECTORATE GENERAL FOR INTERNAL MARKET,  
INDUSTRY, ENTREPRENEURSHIP & SME**

## **SHAR-EEN**

# **Opportunities for European Entrepreneurs in the Sharing Economy**

**Grant Agreement Number SI2.763745  
Call for proposals – 251-G-GRO-PPA-16-9953**

## **Internal co-operation Agreement**

### **Change Records**

<b>Version</b>	<b>Date</b>	<b>Change</b>	<b>Author</b>
1	20. Dec. 2017	Version 1	ITC
2	05. Feb. 2018	Update name of representatives. Changes in articles 1.2, 10 and 17.1	ITC/LDF
		Changes in articles 5.4.2, 6.1.1, 6.1.2, 6.1.3, 6.1.4, 6.3.1, 6.3.3 and 7	ITC/ASTER
3	14. Feb. 2018	Update on SBA and LDF data	ITC/SBA/LDF

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Version: v3**

## INTERNAL CO-OPERATION AGREEMENT

relating to the Project entitled "**SHAR-EEN**", hereinafter referred to as "Project", running from 1<sup>st</sup> December 2017 to 30<sup>th</sup> November 2019, with Grant Agreement number **SI2.763745** within the call for proposals 251-G-GRO-PPA-16-9953 "Opportunities for European Entrepreneurs in the Sharing Economy" of the European Commission

This **INTERNAL CO-OPERATION AGREEMENT** is made between:

- 1. INSTITUTO TECNOLÓGICO DE CANARIAS, S.A. - ITC**, established in C/Cebrián, 3, Las Palmas de Gran Canaria, 35003, Spain, with email: shareen@itccanarias.org represented by Mr. Gabriel Megías Martínez, legal representative of ITC, acting as coordinator of the consortium.
- 2. ASOCIACIÓN DE LA INDUSTRIA NAVARRA - AIN**, established in Carretera de Pamplona 1, Cordovilla 31191, Spain, with email: mguerrero@ain.es represented by Mrs. Ana Ursua Lasheras, General Director, acting as beneficiary of the consortium.
- 3. PLOVDIV CHAMBER OF COMMERCE AND INDUSTRY - PCCI**, established in Samara Street 7, Plovdiv, 4003, Bulgaria, with email: een@pcci.bg - represented by Mr. Angel Hronev, Executive Director, acting as beneficiary of the consortium.
- 4. SPIN - RICERCA, INNOVAZIONE E TRASFERIMENTO TECNOLOGICO SRL**, established in Via Pedro Alvares Cabral 18 Centro D, Rende CS, 87036, Italy, with email: een@consorziospin.it - represented by Mr. Carmine Antonio Donato, President, acting as beneficiary of the consortium.
- 5. SOCIETA CONSORTILE PER AZIONI - ASTER**, established in Via Piero Gobetti 101, Bologna, 40129, Italy, with email: controllodigestione@aster.it - represented by Mr. Paolo Bonaretti, legal representative of Aster, acting as beneficiary of the consortium.
- 6. LUBELSKA FUNDACJA ROZWOJU - LDF**, established in Rynek 7, 20-111 Lublin, Poland, with email: shareen@lfr.lublin.pl - represented by Mr. Jerzy Nazaruk, Vice President, Mr. Wojciech Zwolak, Vice President, acting as beneficiary of the consortium.
- 7. ASSOCIACAO COMERCIAL E INDUSTRIAL DO FUNCHAL - CAMARA DE COMERCIO E INDUSTRIA DA MADEIRA – ACIF-CCIM**, established in Rua Dos Aranhas 24-26, Funchal, Portugal, with email: geral@acif-ccim.pt - represented by Mrs. Maria Cristina de Andrade Pedra Costa, President of the Board Director, acting as beneficiary of the consortium.
- 8. SLOVAK BUSINESS AGENCY - SBA**, established in Mileticova 23, Bratislava, Slovakia, with email: holak@sbagency.sk - represented by Mgr. Martin Holák, General Director, acting as beneficiary of the consortium.

to abide by the Special Conditions set out in the Grant Agreement (No SI2.763745) and its annexes:

Annex I Description of the action

Annex II General Conditions

Annex III Estimated budget of the action

Annex IV Mandates provided to the coordinator by the other beneficiaries

## 1. DEFINITIONS

### 1.1. Grant Agreement definitions

Words defined in the Grant Agreement have the same meaning in this Internal co-operation Agreement.

### 1.2. Additional Definitions

- **“Deliverables”** means reports, including progress reports and certified audit reports referred to in the Contract and in this Internal co-operation Agreement that have to be delivered to the Co-ordinator and/or the Commission.
- **"Beneficiary" or "Beneficiaries"** means a beneficiary or the beneficiaries to this internal co-operation Agreement.
- **"Project”** means all the work referred to in Annex I of the Grant Agreement.
- **"Steering Committee"** means the project management decision-making body and shall comprise representatives of all Beneficiaries.
- **“Project Manager”** means the person appointed by the Co-ordinator to be in charge of the day-to-day management of the entire Project. His responsibilities include the leadership of the Management Board and, as such, of the whole Project, the link between the Consortium and the Commission, the monitoring of the work plan achievements, all strategic decisions and the carrying out of the Quality Assurance activities as defined under Annex I of the Grant Agreement.

## 2. SUBJECT OF THE AGREEMENT

- 2.1. According to the article I.8 of the Grant Agreement, the beneficiaries must conclude an internal cooperation agreement including provisions on the management, operation and coordination of the beneficiaries and the implementation of the action.
- 2.2. The purpose of this Internal co-operation Agreement is to facilitate the fulfilment of the work and activities allocated to the beneficiaries under the Grant Agreement (and as described in more detail in Grant Agreement Annex I, description of the action) by setting forth the terms and conditions pursuant to which the beneficiaries agreed to function and cooperate in the performance of their respective tasks under the Grant Agreement.
- 2.3. The annexes - including all provisions they are based on and refer to - are considered to be an integral part of this agreement.
- 2.4. In case of conflict between this Internal co-operation Agreement or parts of it and the Grant Agreement, the latter will have precedence.

## 3. DURATION OF THE AGREEMENT

- 3.1. This Internal co-operation Agreement shall come into force as of the date of its signature by the beneficiaries and shall continue in full force and effect until terminated or until complete discharge of all obligations for carrying out of the Project undertaken by the beneficiaries under the Grant Agreement and under this Internal co-operation Agreement, whichever is earlier.
- 3.2. For new beneficiaries accessing to this Consortium, this Agreement shall come into force as from the date of signature of the Declaration of Accession.

## 4. TECHNICAL PROVISIONS

Internal cooperation agreement – SHAR-EEN - Grant Agreement No SI2.763745

The scope of the *Project* is set out in Annex I of the Grant Agreement and the performance of the *Project* shall be shared between the beneficiaries according to the tasks and amounts respectively indicated under Annex I.

Any changes which have an impact on the Grant Agreement should be agreed by the Steering Committee and with the Commission, following the procedures for amendments set out in the ANNEX II to the Grant Agreement (ARTICLE II.13. AMENDMENTS TO THE AGREEMENT).

## **5. MANAGERIAL PROVISIONS**

### 5.1. General structure

The Steering Committee is the decision-making body of the Consortium.

The Coordinator is the legal entity acting as the intermediary between the Beneficiaries and the European Commission. The Coordinator shall, in addition to its responsibilities as a Beneficiary, perform the tasks assigned to it as described in the Grant Agreement and this Internal co-operation Agreement.

The Management Support Team assists the Steering Committee and the Coordinator.

### 5.2. Members

The Steering Committee shall consist of one representative of each Beneficiary (hereinafter referred to as “Member”).

The Coordinator shall chair all meetings of the Steering Committee, unless decided otherwise by the Steering Committee.

The Beneficiaries agree to abide by all decisions of the Steering Committee. This does not prevent the Beneficiaries from submitting a dispute for resolution.

### 5.3. Operational procedures for the Steering Committee

#### 5.3.1. Representation in meetings

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

#### 5.3.2. Preparation and organisation of meetings

##### 5.3.2.1. Convening meetings:

The chairperson shall convene ordinary meetings of the Steering Committee at least once every six months and shall also convene extraordinary meetings at any time upon written request of any Member.

##### 5.3.2.2. Notice of a meeting:

The chairperson shall give notice in writing of a meeting to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting.

##### 5.3.2.3. Sending the agenda:

The chairperson shall send each Member a written original agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

5.3.2.4. Adding agenda items:

Any agenda item requiring a decision by the Members must be identified as such on the agenda.

Any Member may add an item to the original agenda by written notification to all of the other Members no later than 7 calendar days preceding the meeting.

5.3.2.5. During a meeting of the Steering Committee the Members present or represented can unanimously agree to add a new item to the original agenda.

5.3.2.6. Any decision may also be taken without a meeting if the chairperson circulates to all Members a written document which is then signed by the defined majority of Members (see Article 5.3.3 of this Internal co-operation Agreement).

5.3.2.7. Meetings of the Steering Committee may also be held by teleconference or other telecommunication means.

5.3.2.8. Decisions will only be binding once the relevant part of the minutes has been accepted according to Article 5.3.5 of this Internal co-operation Agreement.

5.3.3. Voting rules and quorum

5.3.3.1. The Steering Committee shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum).

5.3.3.2. Each Member shall have one vote.

5.3.3.3. Defaulting Beneficiaries may not vote.

5.3.3.4. Decisions shall be taken by a majority of two-thirds (2/3) of the votes.

5.3.4. Minutes of meetings

5.3.4.1. The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send draft minutes to all Members within 10 calendar days of the meeting.

5.3.4.2. The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has objected in writing to the chairperson with respect to the accuracy of the draft of the minutes.

5.3.4.3. The chairperson shall send the accepted minutes to all the Members of the Steering Committee, and to the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Beneficiaries.

5.3.5. Decisions of the Steering Committee

The Steering Committee shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the Steering Committee:

Content, finances and intellectual property rights

- Proposals for changes to Annex I of the Grant Agreement to be agreed by the European Commission
- Work and Quality plan and changes to this plan.

#### Evolution of the Consortium

- Entry of a new Beneficiary to the Consortium and approval of the settlement on the conditions of the accession of such a new Beneficiary
- Withdrawal of a Beneficiary from the Consortium and the approval of the settlement on the conditions of the withdrawal
- Declaration of a Beneficiary to be a Defaulting Beneficiary
- Remedies to be performed by a Defaulting Beneficiary
- Termination of a Defaulting Beneficiary's participation in the Consortium and measures relating thereto
- Proposal to the European Commission for a change of the Coordinator
- Proposal to the European Commission for suspension of all or part of the Project
- Proposal to the European Commission for termination of the Project and the Internal co-operation Agreement

#### Appointments

Agree on the Members of the Management Support Team, upon a proposal by the Coordinator.

In the case of abolished tasks as a result of a decision of the Project Management Board, Members shall rearrange the tasks of the Beneficiaries concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

### 5.4. Coordinator

5.4.1. The Coordinator shall be the intermediary between the Beneficiaries and the European Commission and shall perform all tasks assigned to it as described in the Grant Agreement and in this Internal co-operation Agreement.

5.4.2. The general obligations and role of the coordinator is indicated under Grant Agreement Annex 2 -Article II.2.3, in particular, the Coordinator shall be responsible for:

- preparing the meetings, proposing decisions and preparing the agenda of Steering Committee meetings, chairing the meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings
- transmitting promptly documents and information connected with the Project, to partners.

5.4.3. If the Coordinator fails in its coordination tasks, the Steering Committee may propose to the European Commission to change the Coordinator.

5.4.4. The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Beneficiary.

5.4.5. The Coordinator shall not enlarge its role beyond the tasks specified in this Internal cooperation Agreement and in the Grant Agreement.

## **6. FINANCIAL PROVISIONS**

### 6.1. General Principles

#### 6.1.1. Distribution of Financial Contribution

The financial contribution of the Union to the Project shall be distributed by the Coordinator according to:

- the Consortium Budget as included in the Grant Agreement - Annex 3 (Estimated budget of the action)
- the approval of technical and financial reports by the European Commission, and
- the provisions of payment in Article 6.3.

A Beneficiary shall be funded only for its tasks carried out in accordance with the Annex 1- Description of the action, to be detailed in a Work and Quality plan agreed by the Steering Committee.

#### 6.1.2. Justifying Costs

The conditions for the eligibility of costs are indicated in the Grant Agreement Annex 2 – Article II.19.

In accordance with Article I.3 (a)(i), the grant takes the form of the reimbursement of actual costs, so the beneficiary must declare as eligible costs the costs it actually incurred for the action.

Each beneficiary commits to provide the coordinator with the information needed to draw up reports and other specific documents required by the E.C. and indicated in the Article I.4 and Article II.23. The reporting periods as laid down in the Grant Agreement Article I.4.1 as well as instructions in the reporting forms shall be observed.

Interim financial report will be requested by the coordinator, in order to check the financial development of the project during the first 12 months.

Financial reports or other documents, including a sample of copies of pieces of evidence (invoices, documents related to tender, bank statements, etc.) shall be submitted to the Coordinator, in accordance with the schedule and requirements stipulated by the coordinator.

Requests for payment and financial statements shall be drafted in euro, as indicated in Article I.5.7. Beneficiaries with general accounts in a currency other than the euro shall convert costs incurred in another currency into euro at the monthly accounting rate established by the Commission and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/infoeuro/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/index_en.cfm))

#### 6.1.3. Funding Principles

A Beneficiary which spends less than its allocated share of the Consortium Budget will be funded in accordance with its actual duly justified eligible costs only.

A Beneficiary that spends more than its allocated share of the Consortium Budget will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share, as laid down in the Grant Agreement Article I.3.2.

#### 6.1.4. Financial Consequences of the termination of the participation of a Beneficiary

A Beneficiary leaving the Consortium shall refund all payments it has received except the amount of contribution accepted by the European Commission, as indicated in the Grant Agreement Article II.17.

#### 6.2. Budgeting

The Consortium Budget shall be valued in accordance with the usual accounting and management principles and practices of the respective Beneficiaries.

#### 6.3. Payments

6.3.1. The payments shall take place in accordance with Article I.5 of the Grant Agreement. Payments to Beneficiaries are the exclusive tasks of the Coordinator.

In particular, the Coordinator shall:

- notify the Beneficiary concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts

6.3.2. The payments will be done to the account of the Beneficiary.

6.3.3. The payment schedule, which contains the transfer of one pre-financing payment, one interim payments and one payment of the balance to Beneficiaries, will be handled according to the following:

Pre-financing payment of 50% of the amount specified in article I.3.1 of the Grant Agreement will be paid to Beneficiaries after receipt from the EU-Commission, and signature of this internal co-operation agreement, without undue delay and in conformity with the provisions of Annex II of the Grant Agreement.

Interim payment of 20% of the amount specified in article I.3.1 of the Grant Agreement will be paid to Beneficiaries after receiving and checking interim financial report, with the first 12 months of activity.

Payment of the balance will be paid to Beneficiaries according to the costs accepted by the EU-Commission, taking into account the amounts already paid for the reporting period concerned.

The Coordinator is entitled to withhold any payments due to a Beneficiary to be in breach of its obligations under this Internal co-operation Agreement or the Grant Agreement.

The Coordinator is entitled to recover any payments already paid to a Defaulting Beneficiary.

#### 6.4. Budget reallocations

Before notifying or applying, depending on the respective provision of the Grant Agreement - Article II.22. Budget transfers), for reallocation of costs between Beneficiaries and between the different budget categories, the coordinator shall obtain the approval of the Steering Committee. Budget transfers between budget categories are limited to 10% of each budget category for which the transfer is intended (Article I.10).



## **7. SUBCONTRACTING**

Where the implementation of the action requires the procurement of goods, works or services, the beneficiaries shall ensure the fulfilment of the conditions applicable under Article II.10 – Award of contracts necessary for the implementation of the action.

The activities must be conducted in a cost effective, cost-based, and cost-consistent manner.

These tasks have been explicitly mentioned in the Annex I - Description of work and Annex III Estimated budget of the action.

Each Beneficiary has its own budget detailed in Annex III - Estimated budget of the action and it shall be responsible of subcontracting its own activities with the support of the coordinator.

## **8. AUDITS**

The Commission may carry out technical and financial checks and audits in relation to the use of the grant in accordance with Article II.27.

For audit purposes each beneficiary, including the coordinator, shall retain all files, documents and data about the project for a period of five years starting from the date of payment of the balance. Where a check, audit or evaluation is initiated before the payment of the balance, the coordinator shall provide any information, including information in electronic format, requested by the Commission or by any other outside body authorised by it. Where appropriate, the Commission may request such information to be provided directly by a beneficiary.

Where a check or audit is initiated after payment of the balance, such information shall be provided by the beneficiary concerned.

## **9. NON-FULFILMENT OF OBLIGATIONS OR DELAY**

- 9.1. Each beneficiary is obliged to promptly inform the coordinator and to provide the latter with all necessary details should there be events that could jeopardise the implementation of the operation.
- 9.2. Should one of the beneficiaries be in default, the coordinator shall admonish the respective beneficiary to comply within a reasonable period of time, a maximum of one month. The coordinator shall make any effort to contact the beneficiaries in resolving the difficulties including seeking the assistance of the European Commission.
- 9.3. Should the non-fulfilment of obligations continue, the Management Board may decide to exclude the concerned beneficiary from the operation, with approval of the European Commission. The European Commission shall be informed immediately if the Management Board intends to exclude a beneficiary from the operation.
- 9.4. The excluded beneficiary is obliged to refund to the coordinator any programme funds received which it cannot prove on the day of exclusion that they were used for the implementation of the operation according to the rules of eligibility of expenditure.
- 9.5. In case of non-fulfilment of a beneficiary's obligation having financial consequences for the funding of the operation as a whole, the coordinator may demand compensation to cover the sum involved.

## **10. DEMAND FOR REPAYMENT BY THE EUROPEAN COMMISSION**

Should the European Commission in accordance with the provisions of the Grant Agreement demand repayment of subsidy already transferred, each beneficiary is obliged to transfer its portion of the repayment amount to the coordinator. The coordinator shall, without delay, submit the letter by which

the European Commission has asserted the repayment claim and notify each beneficiary of the amount repayable. The repayment amount is due within two weeks following the notification by the coordinator. The amount repayable shall be subject to interest; the provisions of the Grant Agreement shall apply by analogy.

## **11. LIABILITY**

- 11.1. Each beneficiary, including the coordinator, shall be liable to the other beneficiaries and shall indemnify and hold harmless such other beneficiaries for and against any liabilities, damages and costs resulting from the non-compliance of its duties and obligations as set forth in this agreement and its annexes.
- 11.2. No beneficiary shall be held liable for not complying with obligations ensuing from this agreement in case of force majeure. In such a case, the involved beneficiary must announce this immediately in writing to the other beneficiaries of the operation.

## **12. PUBLIC RELATIONS WORK**

- 12.1. The beneficiaries shall implement the communication and publicity measures in accordance with the Article II.8- Visibility of Union Funding.
- 12.2. Any public relations measure shall be coordinated among the beneficiaries. Each beneficiary shall indicate that the action has received funding from the Union and shall display the European Union emblem.
- 12.3. The beneficiaries take note of the fact that the results of the project will be made available to the public and they agree that the results of the project shall be available for all beneficiaries.
- 12.4. The beneficiaries agree that the European Commission shall be authorized to publish, in whatever form and on or by whatever medium, including the Internet, the following information:
  - the name of the coordinator and its partners,
  - the purpose of the subsidy,
  - the amount granted and the proportion of the total cost of the operation accounted for by the funding,
  - the geographical location of the operation,
  - progress reports including the final report,
  - whether and how the operation has previously been publicised.

## **13. CONFIDENTIALITY**

The beneficiaries shall keep the confidentiality of any information in accordance with the Article II.6- Confidentiality. Although the nature of the implementation of the operation is public, part of the information exchanged in the context of its implementation between the coordinator and the beneficiaries, the beneficiaries themselves or bodies implementing the Project can be confidential.

## **14. CHANGE/LOSS OF BENEFICIARIES**

Being aware of the fact that the European Commission is entitled to withdraw from the Grant Agreement contract if project partners change or back out and that a decrease of project partners could

entail a re-approval of the European Commission, the project partners agree not to back out of the project unless:

- A. such Beneficiary has obtained the prior written consent of the other Beneficiaries and of the Commission to the withdrawal or termination, or
- B. that Beneficiary's participation in the Contract is terminated by the Commission, or
- C. the Contract is terminated by the Commission for any reason whatsoever,

It being agreed that no Beneficiary shall by withdrawal or termination be relieved from (i) any of its obligations under this Internal co-operation Agreement which are intended to survive such event;(ii) its responsibilities under this Internal co-operation Agreement or the Contract in respect of the Beneficiary's work on the Project which has been carried out (or which should have been carried out up to the date of withdrawal or termination) and (iii) from any of its obligations or liabilities arising out of such withdrawal or termination.

If this should happen, the beneficiaries will endeavour to cover the contribution of the former project partner, either by assuming its tasks by one or more of the present project partners or by asking one or more new partners to join the project partnership, obeying the provisions of the Grant Agreement.

## **15. LANGUAGE**

The working language of the consortium shall be English. This Internal co-operation Agreement is concluded in English. In case of a translation of this agreement into another language than English, the English version shall be the binding one.

## **16. NULLITY**

If any provision in this agreement should be wholly or partly ineffective, the beneficiaries to this agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

## **17. AMENDMENT OF THE AGREEMENT**

- 17.1. This agreement shall only be amended in writing by means of an amendment to that effect signed by all beneficiaries involved, otherwise null and void.

## **18. DISPUTES BETWEEN PROJECT PARTNERS**

- 18.1. In case of differences that are not ruled by this agreement, the beneficiaries agree to find a conjoint solution.
- 18.2. The court and the laws competent will correspond to the registered office of the coordinator of the consortium

## **19. DOMICILE**

- 19.1. To the effect of this agreement, the project partners shall irrevocably choose email and a domicile at the address stated in the Grant Agreement where any official notification can be lawfully served.
- 19.2. Any change of both email and address shall be forwarded to the coordinator within 15 days following the change of address by registered mail.

## **20. OWNERSHIP**

- 20.1. Pre-existing Know-how

- 20.1.1. The pre-existing rights and ownership and use of the results (including intellectual and industrial property rights) shall be managed in accordance with the Article II.8.
- 20.1.2. The *Pre-existing know-how* brought into the *Project* by each *Beneficiary* and necessary to carry out the *Project* will always remain the property of the *Beneficiary* in question.
- 20.1.3. The *Beneficiaries* hereby undertake to use *Pre-existing know-how* pursuant to the terms and conditions contained in the *Grant Agreement* and in this *Internal co-operation Agreement* hereto in compliance with the *Project's* objectives. Issuing of confidential information or material owned by one *Beneficiary* to other *Beneficiaries* for the *Project* purposes does not entitle such *Beneficiaries* to publish it without previous written consent of the owner of such information or material.
- 20.1.4. The owners of *Pre-existing know-how* may define who will receive confidential material and the use that may be made of it.
- 20.1.5. All *Beneficiaries* shall be given the opportunity to review and approve all materials to be published (whether this is on paper, world-wide-web or any other mean), which potentially includes confidential *Pre-existing know-how* or material supplied by the *Beneficiaries* to the other *Beneficiaries*.
- 20.1.6. The *Beneficiaries* agree that ownership of refinements, improvements or/and developments to *Pre-existing know-how* shall be of the owner of *Pre-existing know-how* concerned.
- 20.2. Knowledge
- 20.2.1. *Knowledge* is owned by the *Beneficiary* who carried out the work generating the knowledge. The *Beneficiary* having generated the *Knowledge* have the right to apply for protection of such *Knowledge* at its own name and expenses.
- 20.3. Protection of *Knowledge*
- 20.3.1. If, in the course of carrying out work on the *Project*, a joint invention, design or work is made (and one or more *Beneficiaries* are contributors to it), and if the features of such joint invention design or work are such that it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right, the *Beneficiaries* concerned agree that they may jointly apply to obtain and/or maintain the relevant right and shall strive to set up amongst themselves appropriate agreements in order to do so.

Drawn up at 5<sup>th</sup> February 2018 in Santa Cruz de Tenerife

In accordance with the conditions arranged in this “Internal co-operation Agreement between the Coordinator and the Beneficiaries for the Implementation of the Project: SHAR-EEN, with Grant Agreement number SI2.763745 of the European Commission”, signs two original documents:

**PP 1- Coordinator**

**INSTITUTO TECNOLÓGICO DE CANARIAS, S.A.**

**Gabriel Megías Martínez**

**Legal representative of ITC**

In accordance with the conditions arranged in this “Internal co-operation Agreement between the Coordinator and the Beneficiaries for the Implementation of the Project: SHAR-EEN, with Grant Agreement number SI2.763745 of the European Commission”, signs two original documents:

**PP 2- ASOCIACIÓN DE LA INDUSTRIA NAVARRA - AIN**

**Mrs. Ana Ursua Lasheras,**

**General Director**

**Attached in annex:** AIN financial identification form.

In accordance with the conditions arranged in this “Internal co-operation Agreement between the Coordinator and the Beneficiaries for the Implementation of the Project: SHAR-EEN, with Grant Agreement number SI2.763745 of the European Commission”, signs two original documents:

**PP 3- PLOVDIV CHAMBER OF COMMERCE AND INDUSTRY - PCCI**

**Mr. Angel Hronev**  
**Executive Director**

**Attached in annex:** PCCI financial identification form.

In accordance with the conditions arranged in this “Internal co-operation Agreement between the Coordinator and the Beneficiaries for the Implementation of the Project: SHAR-EEN, with Grant Agreement number SI2.763745 of the European Commission”, signs two original documents:

**PP 4- SPIN - RICERCA, INNOVAZIONE E TRASFERIMENTO TECNOLOGICO SRL**

**Mr. Carmine Antonio DONATO**

**President, Legal representative of SPIN**

**Attached in annex:** SPIN financial identification form.



In accordance with the conditions arranged in this “Internal co-operation Agreement between the Coordinator and the Beneficiaries for the Implementation of the Project: SHAR-EEN, with Grant Agreement number SI2.763745 of the European Commission”, signs two original documents:

**PP 5- ASTER - SOCIETA CONSORTILE PER AZIONI**

**Mr. Paolo Bonaretti**

**Legal representative**

**Attached in annex:** ASTER financial identification form.

In accordance with the conditions arranged in this “Internal co-operation Agreement between the Coordinator and the Beneficiaries for the Implementation of the Project: SHAR-EEN, with Grant Agreement number SI2.763745 of the European Commission”, signs two original documents:

**PP 6- LUBELSKA FUNDACJA ROZWOJU - LDF,**

**Mr. Jerzy Nazaruk**

**Vice President**

**Mr. Wojciech Zwolak**

**Vice President**

**Attached in annex:** LDF financial identification form.

In accordance with the conditions arranged in this “Internal co-operation Agreement between the Coordinator and the Beneficiaries for the Implementation of the Project: SHAR-EEN, with Grant Agreement number SI2.763745 of the European Commission”, signs two original documents:

**PP 7 - ASSOCIACAO COMERCIAL E INDUSTRIAL DO FUNCHAL - CAMARA DE COMERCIO E INDUSTRIA DA MADEIRA - ACIF**

**Mrs. Maria Cristina de Andrade Pedra Costa**

**President of the Board Direction**

**Attached in annex:** ACIF financial identification form.

In accordance with the conditions arranged in this “Internal co-operation Agreement between the Coordinator and the Beneficiaries for the Implementation of the Project: SHAR-EEN, with Grant Agreement number SI2.763745 of the European Commission”, signs two original documents:

**PP 8 - SLOVAK BUSINESS AGENCY - SBA**

Mgr. Martin Holák, PhD. (CEO)

General Director

**Attached in annex:** SBA financial identification form.