

RehAllianCE

Cooperation Agreement

Transnational Pilot Action

Version 1.0

11 2024

Cooperation Agreement

Parties of this Cooperation Agreement

This Cooperation Agreement (RehAllianCE Cooperation Agreement Transnational Pilot Action) for providing services to SMEs, is between the following Parties:

**Organisation Name:**

**Legal Representative:**

**Address:**

**VAT number:**

hereinafter referred to as Service Provider (SP)

**Organisation Name:**

**Legal Representative:**

**Address:**

**VAT number:**

hereinafter referred to as Beneficiary (B)

Hereinafter together referred to as "the Parties"

1. SUBJECT AND PURPOSE OF THE COOPERATION

The realization of the Transnational Pilot Action is carried out within the activities of RehAllianCE project (CE0200702), implemented under the Interreg CENTRAL EUROPE 2021-2027 programme:

* Work Package 2 - Functional models and solutions
	+ Activity 2.1: Pilot action enabling internationalization and accelerating commercialization for SMEs in MedTech sector

The purpose of the Transnational Pilot Action is to evaluate the test facilities and services of the PBN, CUAS and NSB partners to determine the optimal conditions for accelerating the commercialization of new technologies for the rehab sector. As part of the test facility and service evaluation process, medical technology (MedTech) and rehabilitation (rehab) small and medium-sized enterprises (SMEs) have the opportunity to utilize certain services as part of the pilot, which will contribute to the further development and testing of new models to validate advanced technology-based rehab solutions. The scope of the pilot and related services dedicated to MedTech and rehab SMEs are defined in the RehAllianCE Transnational Pilot Action Manual for Applicants.

**Subject** of the cooperation:

***“[enter title of the service]”***

***Project ID: [enter project ID from selection form]***

The description of work and the budget allocation as described in the approved Application Form for the Transnational Pilot Action are binding and will be executed within the framework of this Transnational Pilot Action. The Application Form is regarded as an annex (Annex I) to this Agreement and represents an integral part of this agreement.

1. RESPONSIBILITIES OF THE PARTIES

Beneficiary submitted a valid Application for the RehAllianCE Transnational Pilot Action Open Call published on the RehAllianCE website on 25th November 2024, according to which it will implement the pilot action submitted in the application form.

The **objective** of RehAllianCE is to evaluate the test facilities and services of the PBN, CUAS and NSB partners to determine the optimal conditions for accelerating the commercialization of new technologies for the rehab sector for SMEs and start-ups in pilot projects, while relying on validation services provided by PBN and CUAS, and consultancy service provided by NSB.

The subject of the Transnational Pilot Action is new technologies that fall into at least one of the following areas:

* Rehab robots or exoskeletons
* Assistive devices
* Health Apps
* Telemetric tools
* Wearables

Parties implement the pilot action in close cooperation based on the **»Approved Application« as Annex I.** of the current Cooperation Agreement.

Service Provider(s) in close cooperation with the Beneficiary prepare a **Pilot Project Report** on implementation in English at the end of the pilot project.

Beneficarie(s) have to complete a **standardized evaluation report** to evaluate following aspects:

* Transnational cooperation opportunities between demand and supply side
* Pre-evaluation mechanisms of new technologies in rehab sector
* Test before invest mechanisms
* Support measures to align with standards & regulations
* Financial and economic perspectives
1. ENTRY INTO FORCE & TERMINATION
* Entry into force: A legal entity becomes a Party to this Cooperation Agreement upon signature by a duly authorised representative. This Cooperation Agreement enters into force when it is signed by the two Parties.
* Starting date of the Action: The duration of the project shall be [INSERT project duration] months starting from [DD/MM/YYYY ] (hereinafter the “Start Date”).
* This Cooperation Agreement shall continue in full force and effect until the end of the period of […] month(s) as set forth above, unless the Service Provider and the Beneficiary requests a termination of the Cooperation Agreement upon written notice.
* After termination of the agreement, all Parties are required to retain and file all administrative and other documents related to this Transnational Pilot Action for the time meeting the EU legal demands (at least 10 years).
1. FINANCING

Services provided by the Service Provider(s) are free of charge based on the current Cooperation Agreement. The supported services are not eligible for reimbursement.

In case of the current pilot action the estimated value of the provided service(s) is

|  |  |
| --- | --- |
| Allocated development cost | 0 EUR |

*Travelling expenses for personnel or transport costs for products or prototypes must be borne by the beneficiary.*

1. CONFIDENTIALITY

Service provider(s) understands that all information declared as confidential provided to it or otherwise obtained by it in connection with the proposed assignment is confidential and shall not be disclosed to third parties verbally or in writing without the prior written consent of the Beneficiary, unless, should the work require disclosure for the RehAllianCE project partnership and controlling bodies.

The Service Provider will take steps to guarantee that all staff involved in the Transnational Pilot Action will respect confidential data, will not disseminate this data, provide them to third Parties or use these data without the consent of the Party that supplied these data.

Data disclosed by a Party or Service Provider that can demonstrate that it had these data in its possession prior to the Action are not covered by the confidentiality clause.

1. PROJECT OUTPUT & INTELLECTUAL PROPERTY RIGHTS

RehAllianCE services under the Transnational Pilot Action are free of charge for the Beneficiary. Therefore, the transfer of IPR in connection with the project is excluded, unless separate agreements are made between the parties in this respect. Within RehAllianCE project the partners CUAS, PBN and NSB provide validation and/or consultancy services to support the product and/or service development of the Beneficiary. In principle no developments are expected that require a regulation of the rights of use and IPR.

6.1 Service Providers Output (Validation Services)

Results from validation services will be provided to the Beneficiary with the non-exclusive right for further use.

6.2 Service Providers Output (Consultancy Service)

Results from consultancyy services will be provided to the Beneficiary with the non-exclusive right for further use.

1. PUBLICATIONS

Each Party shall have the right - unless otherwise agreed by the parties - to publish the work results it has achieved within the scope of the RehAllianCE project. However, the mutual protectable interests of either Party must also be taken into account.

1. WARRANTY, LIABILITY
* The Parties shall waive the enforcement of any warranty claims within the scope of the Cooperation with regard to the know-how provided and the achieved work results.
* In all other respects, each party shall be liable, exclusively within the scope of the statutory provisions, only for property damage and financial loss caused by intent or gross negligence. Any further liability, including for consequential damages, is excluded.
* The Beneficiary warrants that:
	+ It has full power and authority to enter into and perform its obligations under Agreement.
	+ It will execute the project in a timely, competent, and professional manner using appropriately skilled, experienced, and qualified personnel or subcontracting, in accordance with all applicable laws and regulations.
	+ The execution and delivery of this Agreement will not conflict with, violate, breach or constitute a default under any term or provision of its organizational documents or any agreement or instrument to which the Beneficiary is a party or by which it is bound, or any statutes, laws, rules, regulations, or orders or other legal requirement applicable to the Beneficiary.
	+ The Beneficiary has and shall maintain all governmental, regulatory, self-regulatory and other licenses, permissions, approvals, consents, authorizations, declarations or registrations in all jurisdictions in which the Beneficiary provides services pursuant to this Agreement.
	+ The Beneficiary is, and at all times during the term of this Agreement shall, remain in compliance with (i) the provisions of this Agreement and (ii) all applicable laws, rules and regulations, and all applicable orders or other requirements of any governmental authority or regulatory body or agency (or similar entity), in each case in each jurisdiction where the Beneficiary maintains an office or conducts any business.
	+ The Beneficiary must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest (‘conflict of interests’).
	+ The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles. The Beneficiary must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

The Service Provider shall under no circumstances be liable for any indirect, incidental or consequential damages (including without limitation, lost business or profits, loss of data or loss of use of equipment), nor for any claims, costs or damages that may result, directly or indirectly, from the performance of the Beneficiary’s obligations under this Agreement or out of the use of the Beneficiary’s results.

1. Communication

Any communication or request concerning the Cooperation Agreement shall identify the project ID, the nature and details of the request or communication and be submitted to the following addresses:

**Service provider(s):**

|  |  |
| --- | --- |
| Name: |  |
| Phone: |  |
| E-mail: |  |

**Beneficiry**

|  |  |
| --- | --- |
| Name: |  |
| Phone: |  |
| E-mail: |  |

Any notice to be given pursuant to this Cooperation Agreement shall be writing in the English language signed by one of the representatives identified above and in a legible written form or by e-mail. Any such notice or other written communication shall, if sent by registered mail or e-mail, be effective upon receipt thereof, if communicated by personal delivery, be effective on the day of delivery.

Any report and deliverable, when appropriate, required by this Contract, shall be in English.

Any change of persons or contact details shall be notified immediately by the respective Party to the Service Provider.

The Beneficiary must immediately inform the Service Provider of any event that is likely to affect significantly or delay the implementation of the actions, or the goals, in particular: changes in its legal, financial, technical, organisational or ownership situation.

In addition, the Beneficiary must inform the Service Provider about the progress of the project when the latter requires it.

1. FINAL PROVISIONS
* This Cooperation Agreement is governed by [add country] law.
* If any provision in this Cooperation Agreement should be wholly or partly ineffective, the parties to this Cooperation Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.
* Settlement of disputes – Any dispute between the Service Provider(s) and Beneficiary arising out of this Cooperation Agreement shall be settled by mutual agreement between the Parties. If the parties cannot agree on a dispute or a mode of resolution other than arbitration, the Service Provider(s) shall have the right to unilaterally terminate the Agreement. The parties hereby agree that the ordinary court in [city, country], shall have jurisdiction over all disputes arising from this agreement.
* Each Party ensures to take part in the efficient implementation of the Transnational Pilot Action, and to cooperate, perform and fulfil its obligations accurately and on time. The Beneficiary will notify the Service Provider immediately about any significant information with regard to problems or delays that are likely to affect the Transnational Pilot Action, and if possible, provide a proposal for amending the Transnational Pilot Action to resolve the issue.
* Severability clause - Should any provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

This Cooperation Agreement is done in English in 2 (two) identical copies, each having equal legal force and it can only be modified in the same number of copies

1. Annexes
* Annex I: The approved Application Form [ID number].

Signature

Signature of Beneficiary (SME)

Name of the Beneficiary organisation:

Name of the legal representative:

Please tick the box:

☐ I declare the company I legally represent is not in receivership or under liquidation.

Date:

Signature (and stamp if available):

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Signature of Service Provider

Name of the Service Provider organisation:

Name of the legal representative:

Date:

Signature (and stamp if available):

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