

Network Agreement (EO4GEO Alliance)

WHEREAS

1. The Blueprint Sectoral Skills Alliance "EO4GEO" (Project No 591991-EPP-1-2017-1-IT-EPPKA2-SSA-B, hereinafter referred to as the EO4GEO project) submitted to the European Commission in the framework of the ERAMUS+ Sector Skills Alliance (Lot 3) Call for Proposal of 2017, ended on 30th June 2022,
2. The EO4GEO consortium evolved towards an enlarged Network, the EO4GEO Alliance, including the contractual Parties and 50 Associated Partners at the moment of the drafting of this agreement,
3. Each EO4GEO contractual partner remains owner of its own background knowledge and material made available to achieve the EO4GEO results, to which access is granted on fair and reasonable conditions.
4. The ownership of the EO4GEO project results, including IPRs, shall be vested in the Contractual Partners, as defined in Article 1.
5. Each Contractual Partner will be free to undertake any initiative, even commercial ones, devoted to the exploitation and valorisation of outputs and outcomes of the EO4GEO project, provided that reference is always given to the EO4GEO project, which generated such knowledge/results.
6. The Parties wish to govern the exploitation and maintenance of the EO4GEO outputs and outcomes after the ERASMUS+ project and its funding has come to an end (30/06/2022) by setting and keeping operational the EO4GEO Alliance, as defined in Art 1.6,
7. The GISIG Association, coordinator of the EO4GEO Erasmus+ project, authorised by its Executive Committee, offered its availability to take the role of operational body of the Alliance.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

Article 1- Definitions

In this Network Agreement, unless the context otherwise requires:

1. "Parties" shall mean the signatories of this Agreement.
2. "Contractual partners" means the signatory of the ERASMUS+ Grant Agreement (official project partners).
3. "Associated Partners" means the partners which joined the EO4GEO project either at the moment of proposal submission or during the project implementation.¹
4. "Founder Members" means those Contractual partners who sign(ed) the Network Agreement by 31st December 2022.
5. "EO4GEO Brand" is represented by the name "EO4GEO" referring to the source of the outputs and outcomes developed during the project.

¹ The full list of Contractual Partners and Associated Partners is available at <http://www.eo4geo.eu/partnership>

6. "EO4GEO Alliance" means the contractual network consisting of the Parties (hereinafter also referred to as "members"), open to the adhesion of all interested stakeholders in the space geoinformation sector including, but not limited to, the EO4GEO Associated Partners.

Article 2 - Setting the EO4GEO Alliance

The EO4GEO Alliance is set as a contractual Network coordinated by the GISIG Association which acts as its operational body. The Alliance is characterized by its EO4GEO branding and visual identity and is organized according to its specific governance as detailed hereinafter in Article 4.

The Alliance is open to new adhesions and to the collaboration with national and international organisations and other stakeholders within the Space Geoinformation sector.

Article 3 – Purpose of the Network Agreement

This Network Agreement intends to establish the framework for cooperation by specifying:

- the governance structure of the Alliance and the attributions of each of its bodies;
- the financing of the Alliance;
- the rules for the adhesion or withdrawal of a member;
- the rights and duties of the members (including the main principles guiding the operation of the Alliance and of its members).

Article 4 Objectives

Objectives of the Alliance are those fixed in the Sector Skills Strategy in Action, to which reference is made², and any subsequent modified/new objectives that would be agreed upon among all parties.

The Strategy is a high level and strategic document which proposes a vision & mission and defines the goals that guides the definition of a long-term action plan to address the skills and knowledge needed by the sector.

In this context, the Parties recognise the high potential of a joint exploitation of the EO4GEO outputs and outcomes rather than acting separately, since the results are built on a joint effort and the complementarity of partners' skills and experience. This include the maintenance and further development in the medium- and long-term of project outputs and outcomes, as well as the promotion of new initiatives to guarantee their sustainability and the achievement of the Strategic Objectives as defined in the Sector Skills Strategy in Action.

Article 5 Government of the Alliance

The Alliance has its own governance, composed by the following bodies:

- General Assembly (with one representative for each member)
- Steering Committee

² <http://www.eo4geo.eu/sector-skills-strategy-report/>

- Operational body

Article 6 – General Assembly

The General Assembly is composed by one representative from each member, each of them being entitled to express one vote in the meetings.

The General Assembly is convened by the Steering Committee at least once a year. The convocation is sent by email at least 10 days before the meeting.

The first General Assembly will be convened by the Operational Body at the beginning of the II semester 2022.

The General Assembly is regularly constituted with the intervention of at least half of the members in the first convocation and, with any number of people present, in the second convocation. The Assembly appoints its President and will be considered regularly constituted even if it takes place through video-conference or with analogue technological solutions.

The resolutions are adopted by majority of the members present, except in the case of modification to the Network Agreement or termination of the Agreement.

The resolutions concerning modifications of the Network Agreement as well as its termination before the expiring of its duration are valid with the presence of the half plus one of the members and a favourable vote of 75% of those present and/or those represented.

The resolutions of the Assembly are registered in the minutes of the meeting and prepared by the Operational Body.

The tasks of the General Assembly are the following:

- a) Appoints the members of the Steering Committee;
- b) Approves the operational trends of the Alliance, and the programmes of activities proposed by the Steering Committee;
- c) Resolves on the exclusion of a member for serious causes according to the provision of Art. 14, upon proposal by the Steering Committee;
- d) Approves the annual budget and operational fee as proposed by the Steering Committee;
- e) Resolves on the modification of the Network Agreement;
- f) Resolves on the closing of the Alliance and the procedures for liquidation if needed;
- g) Takes, upon proposal by the Steering Committee, every other resolution concerning the life and the activities of the Alliance.

Article 7 – Steering Committee

The Steering Committee is composed by the appointed representative of the Operational Body and up to 10 members appointed by the General Assembly. At least 5 Members of the Steering Committee shall represent Founder Members.

The Steering Committee is in charge for 3 years. For the substitution in case of vacation during the 3 years of validity of the charge, the Steering Committee arranges the co-optation; the Assembly will arrange the ratification in the first meeting following the co-optation. The members co-opted by the Committee or appointed by the Assembly will expire with the members in charge at the moment of their nomination.

The Steering Committee is presided by the representative of the Operational Body; in case of absence, the Committee appoints its president among the people present.

The Steering Committee usually meets every two months and could be convened more frequently according to the needs. The members of the Steering Committee unable to participate can give proxy to a third person attending the meeting.

The Steering Committee is convened by e-mail to be sent at least 10 days before the date of the meeting. For the validity of the meeting it is necessary the participation of at least 1/3 of the members appointed by the General Assembly, or their delegates, and at least with the presence of three members in charge.

Representatives of other members of the Alliance and/or experts might be invited to take part in the meeting of the Steering Committee, without voting rights.

The Steering Committee will be considered regularly constituted even if the meeting takes place through teleconference.

The resolutions are adopted by majority of the votes of people present and, in case of an equal number of votes, the vote of the president of the meeting.

If considered necessary, consultations on specific decisions can be made through e-mail to the Members of the Committee. The decisions object of consultation will be valid if approved by at least half of the committee members and have to be ratified during the first subsequent meeting of the Committee.

The tasks of the Steering Committee, are the following:

- Drafts yearly the operational trends of the Alliance and the related programme of activities;
- Drafts the annual budget and propose the annual operational fee, to be submitted to the approval of the General Assembly;
- Decides for the constitution of a Technical and Scientific Committee;
- Approves the constitution of working groups on the Strategic Objectives and/or on specific thematic areas;
- Approves the collaboration of the Alliance with other complementary initiatives;
- Takes the necessary actions in case the planned activities require changes with respect to the approved budget;

- Identifies potential Call for Tenders, Call for proposals and other opportunities that are of interest to the EO4GEO Alliance for realizing parts of its Strategy;
- Identifies potential members interested in preparing and submitting proposals;
- Identifies criteria for participation, as well as operational conditions (e.g. deadlines);
- Resolves on the admission of new members and propose the exclusion of a member for serious reasons, according to what defined in Article 14;
- Resolves on the active and passive quarrels.

In the initial period (II semester 2022), the Steering Committee appointed by the first General Assembly will stay in charge till the first Assembly of 2023, which will be asked to renovate it.

Article 8 – Operational Body

The role of Operational Body of the Alliance is covered by GISIG Association, in continuity with its role of coordinator of the EO4GEO Project and in line with the Association's statutory objectives.

The tasks of the Operational Body are the following:

- a) Coordinates the activities of the Alliance according to the programmes approved by the General Assembly;
- b) Ensures the maintenance and up-dating of the Alliance web site as well as its presence on social networks, respecting the EO4GEO branding and visual identity;
- c) Animates the Alliance and promote the adhesion of stakeholders, in collaboration with all member, according to the "network of networks" approach;
- d) Draws up the draft budget that has to be approved by the Steering Committee and then by the General Assembly;
- e) Gives account to the Steering Committee of the developed activity and of the work progresses for single programmes and/or projects, as well as of the use of the operational yearly budget;
- f) Carries out all the other tasks assigned to it by the Network Agreement and by the resolutions of the Steering Committee.

Article 9 – Funding schema of the EO4GEO Alliance

The activities of the EO4GEO Alliance executed by the Operational Body and not supported by specific funding and/or revenues will be sustained through an operational budget, defined on a yearly basis. These activities includes all those listed in Article 8 above and, in particular for points b) and c):

- animation of the network of networks and enlargement of the partnership;
- promotion and dissemination (including maintenance and up-dating of the EO4GEO web site, animation of the social networks, editing of newsletters, promotion of the participation in sectoral events,...);
- search for funding opportunities and the promotion of new initiatives;
- maintenance of institutional contacts at EC level and the submission for a Large Scale Partnership under the Pact for Skills.

The above described activities and those detailed in Article 8 will be covered through annual functional fees from the members, the amount of which will be defined by the Steering Committee, and approved by the General Assembly. Notwithstanding the possibility for the Steering Committee and the General Assembly to decide differently through their voting procedures, for the first period the amount of the functional fee is:

- 240,00.= Euro for the first semester (July to December 2022);
- 480,00.= Euro for 2023.

The Parties agree that the financial contribution provided to cover the functional budget will constitute the common operational fund, adequate to pursue the objectives of the Alliance and sustain its functioning. In case the collected funds exceed the costs sustained for a specific year, the surplus will be used to cover part of the budget of the following year.

It is agreed that the functional fee will be reduced by 50% for the small and micro enterprises.

It is also agreed that sectoral association of high interest for the activities of the Alliance will have the option to provide their annual functioning fee in terms of contribution in kind (provided that it is financially appreciable).

Those members allowed to correspond the fee in terms of contribution in kind will be required of giving evidence of the financial value of the provided contribution. Their actual contribution will be evaluated and approved by the Steering Committee.

The associated members of the Operational Body, already sustaining the GISIG's institutional activities through the payment of an annual association fee, will get a reduction of the annual functional fee corresponding up to 30% of the GISIG Association's annual fee.

The associated members of other associations or consortia participating in the Alliance will get a reduction of 20% of the annual functional fee while joining the Alliance themselves.

The payment of the annual functioning fee shall be executed within 30 days from the emission of the related invoice by the Operational Body.

Article 10 Membership and new adhesions

The EO4GEO Alliance is constituted by the Parties subscribing this agreement. The Alliance is open for new stakeholders interested to join and contribute to the Alliance.

The applications for membership must be addressed to the Operational Body of the Alliance and transmitted to the Steering Committee. The admission to the Alliance is decided by the Steering Committee, also through email consultation.

EO4GEO Contractual Partners, the EO4GEO Associated Partners as well as the associated member of the Operational Body, already members of the GISIG Association, wishing to join the Alliance do not need the formal prior approval by the Steering Committee to be admitted.

The new member will be asked to sign this Network Agreement and to pay the annual functioning fee, as defined in Article 9, to contribute to the basic operational budget of the Alliance.

Article 11 – Rights and duties of the members of the Alliance

All members of the Alliance are entitled to be represented by one person in the General Assembly. They can propose a candidate to be elected by the GA to become member of the Steering Committee according to their specific expertise. They are also fully entitled to take part in all discussions related to the adoption of concrete measures and implementation of activities to pursue the objectives of the Alliance as defined in the Sectoral Skills Strategy in Action.

The members are also entitled to have visibility on the Alliance website and to promote their activities via the channels operated by the Alliance, including social media, newsletters, sectoral events of interest.

All members of the Alliance are informed about the functioning of the Alliance and especially the funding opportunities for new activities to be promoted as part of the Long-term Action Plan.

By signing this Agreement, each member of the Alliance accepts to respect the rules set therein and to pay the functional fee as defined at the beginning of each year by the Steering Committee and approved by the General Assembly.

Each member also accepts to contribute to the programme of activities approved by the General Assembly according to its expertise and possibilities including, but not only, the promotion of new joint initiatives and projects, whatever could be their source of funding.

While participating in the activities and initiatives of the Alliance, each member also agrees to adopt a behaviour guided by fair principles of transparency and confidentiality towards all members within the Alliance. In particular, each member accepts to:

- not to disclose to third parties the content of projects, proposals and whatever sensitive documents produced within the Alliance by one or a group of the members;

- to inform in due time the Steering Committee, in any case as soon as the information is acquired, about any new initiative and opportunity which could generate potential competition among the Alliance's member (i.e. participate in different proposals under the same call), to guarantee a coordinated approach to cooperation and promotion of new activities and keep strong the EO4GEO branding towards externals.

Article 12 – Ownership of results

Without prejudice to what reported in the premises regarding the ownership of the EO4GEO project results, the future results generated by the Alliance will be the property of those members who contributed to the development of such results.

The conditions, fair and reasonable, for the availability of such results, and the possibility to be further exploited and developed will be set by the member(s) owner(s) of such result(s) on a case by case basis.

Each member of the Alliance remains owner of its own background knowledge and material made available to achieve the results of the Alliance, to which access is granted on fair and reasonable conditions.

Article 13 – Duration

For each member, the present Agreement will enter into force at the date of signature and will terminate on 31st December 2025. After that period the members of the Alliance might renovate it as it is or re-define the terms as well as the scope of this Agreement.

The Agreement can be terminated also before the end of the established duration whenever its objectives as detailed in Article 3 are no more pursued by the members or the members decides to continue the collaboration through different governance models or through the constitution of the EO4GEO Alliance as a separate legal entity. The decision on the termination of the Network Agreement is taken by the General Assembly with the procedure detailed in Article 6.

Article 14 – Withdrawals and exclusions

A Party may, at any time, withdraw its participation in the Alliance by giving a written notice to the EO4GEO Alliance Operational Body.

The disagreement on the amount of the annual functional fee, as well as on the modifications of the Network Agreement, approved by the General Assembly will constitute a legitimate reason for withdrawal.

The Assembly can resolve the exclusion of a member for serious causes, which will have immediate effect. Among serious causes the following are not exclusively considered:

- serious misconduct toward the Alliance and its members, including disclosure of sensitive information, reserved draft proposals or evident competitive initiatives taken against the Alliance taking profit of the activities developed and shared within it;
- failure to pay the annual functional fee after two reminders by the Operational Body and, in any case, within the first six months of the year to which the fees refers.

In the case of resignation or exclusion the member has no right of restitution of the paid membership fee; moreover it must pay the annual fees till the moment in which the withdrawal or exclusion comes into effect.

Article 15 - Settlement of Disputes

In case of dispute or differences between the Parties arising out or in connection with this Agreement, the Parties shall endeavour to settle it amicably.

Failing this, the dispute shall be submitted to the unquestionable judgement of a board of three arbitrators, to be appointed (if there are two conflicting parties), one by the party requiring the arbitration and the other one by the other party. The third arbitrator, who shall act as President of the Board of Arbitrators, shall be appointed by mutual consent by the two arbitrators appointed with the above mentioned procedure.

Article 16 - Language

This Agreement is drawn up in English, which is the language that shall govern all documents, notices and meetings for its application and/or extension or in any other way relative thereto.

Article 17 - Entire Agreement – Amendments

Amendments or changes to this Agreement shall be valid only if made in writing and signed by an authorised signatory of each of the Parties.

Article 18 – Personal data management

The Parties mutually declare to be informed (and, where applicable, to expressly consent) that “personal data” provided, also verbally for pre-contract activities or in any case collected as a consequence of and during the execution of this Regulation, shall only be processed for the purposes of the Regulation itself, following the procedures described in clause 4.2 of the GDPR (European Regulation 2016/679), aware that failure to provide the same may result in the total or partial impossibility to execute the Regulation.

Article 19 - Jurisdiction clause

Failing amicable settlement, the Courts of Genova (IT) shall have sole competence to rule on any dispute between the Parties in respect of this Agreement.

The law applicable to this Agreement shall be the law of Italy.

This Agreement is signed in original individually by each Party on the same agreed text as above detailed.

Place and date,

On behalf of (name of the organization)
(Name and function of the signatory)
