

**Stakeholder Cooperation Agreement
for the implementation of the Targeted Analysis
SHA004/2023**

**KARPAT - determinants and opportunities for the socio-economic and
spatial development of the Carpathian region by the ESPON EGTC
Single beneficiary of the ESPON 2030 Programme**

Preamble

Partnership and cooperation are the key principles during the implementation of Targeted Analyses and are prerequisites for ensuring useful results and meeting stakeholders' original demand.

In submitting letters of commitment from all participating stakeholder institutions as part of the proposal for a Targeted Analysis, stakeholders have already communicated their commitment to proactively engage in the entire implementation process at own costs, and give continuous feedback to intermediate, draft final and final results of the abovementioned Target Analysis.

This Stakeholder Cooperation Agreement establishes the legal framework for the cooperation between the ESPON European Grouping of Territorial Cooperation (hereinafter "ESPON EGTC") and the Lead Stakeholder for the implementation of this type of actions.

The following agreement shall be made between

ESPON EGTC

11, avenue John F. Kennedy
L-1855 Luxembourg

Represented by Wiktor Szydarowski, Director

Single beneficiary of the ESPON 2030 Programme (2021TC16RFIR004),
hereinafter referred to as "ESPON EGTC"

and

**Department of Regional Development of the Marshal's Office of the
Podkarpackie Voivodeship in Rzeszow, Podkarpackie Voivodeship**

with its office at

**al. Cieplinskiego 4
35010 Rzeszow
Polska**

represented by **Pawel Wais**

hereinafter referred to as **Lead Stakeholder (LS)**, meaning the final indirect beneficiary

§ 1

Object of the agreement

Object of this Cooperation Agreement is to establish the framework of the active cooperation and participation of the LS in the implementation of the Targeted Analysis and define rights and duties of both parties in relation to the implementation of the Targeted Analysis **KARPAT - determinants and opportunities for the socio-economic and spatial development of the Carpathian region** as described in the Stakeholder Proposal submitted by the LS and approved by the ESPON EGTC and enclosed in this Cooperation Agreement as Annex I;

§ 2

Obligations of the Lead Stakeholder

The LS accepts the Cooperation Agreement and undertakes to carry out the task related to the implementation of this agreement under his/her own responsibility and at own cost.

The LS shall comply with the Cooperation Agreement to the highest professional standards.

1. The LS commits itself to:

- a) allocate the required in-kind, human and financial resources needed to ensure their participation in the Targeted Analysis as a LS;
- b) be fully involved in carrying through the Targeted Analysis taking part in the development of the activities and providing information to the analysis itself, such as detailed data and qualitative inputs, assist in the organization and attending events, meetings, workshops etc;
- c) help drafting the ToR and participate in the evaluation of tender proposals received for the implementation of the Targeted Analysis;
- d) with the ESPON EGTC's consent and only for non commercial purposes, foster the operational use of the results of the Targeted Analysis in relation to the political/technical processes envisaged and disseminate widely the experience from the Targeted Analysis as agreed in the Steering Committee;

- e) participate at ESPON EGTC's Seminars and Workshops dealing with the Targeted Analysis, as agreed in the Steering Committee;
2. The LS shall take the necessary steps to ensure that the duties and obligations stated in this Cooperation Agreement apply as well to all the participating stakeholders.

§ 3

Obligations of the ESPON EGTC

1. The ESPON EGTC commits itself to:
- a. Involve the Lead Stakeholder in drafting the Terms of Reference;
 - b. conduct the procurement procedure for the selection of the service provider;
 - c. involve the LS in the evaluation and selection procedure of the service provider, in an advisory role;
 - d. select the service provider;
 - e. support functional cooperation between the EGTC, the service provider and the LS in the implementation of the Targeted Analysis;
 - f. finance the Targeted Analysis.

§ 4

Ownership of the results

The LS acknowledges that any results obtained from the service contract between the ESPON EGTC and the service provider, as well as copyright and other intellectual or industrial property rights shall be owned solely by the ESPON EGTC which may use, publish, assign or transfer them as it sees fit, without limitation, except where industrial or intellectual property rights exist prior to the service contract related to this tender being entered into.

Notwithstanding the provisions of the previous paragraph, the LS and the ESPON EGTC shall find individual arrangements in cases where the intellectual property rights (such as data acquired for the research activity which do not belong to public domain) already exist and are owned by third parties.

The LS acting in its own name and potentially on behalf of other stakeholders, will not invoke any intellectual property rights, including copyrights and sui generis database rights, in relation to his contribution to the ESPON database. Any commercial use of the results by the LS (or, if relevant, by any of the stakeholders) is prohibited.

§ 5

Use, distribution or publication of results of the Targeted Analysis

Any distribution or publication of information relating to the results of the Targeted analysis by the LS shall require prior discussion in the Steering Committee.

§ 6

Right of termination

1. The ESPON EGTC is entitled, in whole or in part, to terminate this Cooperation Agreement if:
 - a) The LS has failed to comply with any of the requirements set in § 2 *Obligations of the Lead Stakeholder*, or
 - b) The LS has obtained the support of the ESPON EGTC through false or incomplete statements; or
 - c) The LS has failed to immediately report events delaying or preventing the implementation of the Targeted Analysis, or any circumstances leading to its modification; or
 - d) Subject to the provisions of § 8 (2 and 3) *Assignment, legal succession*, - the LS wholly or partly sells, leases or lets the project outputs /results to a third party without the ESPON EGTC's consent; or
 - e) The LS drops out of the Targeted Analysis and does not foresee that any other stakeholder takes over its responsibilities; or
 - f) The LS has failed to fulfill any other conditions or requirements stipulated in this Cooperation Agreement and the provisions it is based on, notably if these conditions or requirements are meant to guarantee the successful implementation of the objectives of the Targeted Analysis.
2. The right of termination of the ESPON EGTC is subject to the condition that the LS has received from the ESPON EGTC a written reminder setting an adequate deadline and explicitly specifying the legal consequences of a failure to comply with requirements, and has failed to comply with this deadline.
3. Furthermore, in case of violation of the requirements set in § 2 (1) a *Obligations of the Lead Stakeholder* the ESPON EGTC is entitled to request the

payment from the LS, in full or in part, of the funds committed for the implementation of the applied Targeted Analysis.

§ 7

Conflict of Interests

The Lead Stakeholder shall take all the necessary measures to prevent any situation of conflict of interest. Such situation arises where the impartial and objective performance of a contract or activity is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest.

Any situation constituting or likely to lead to a conflict of interest or professional conflicting interest before or during the performance of a contract or activity shall be notified to the ESPON EGTC in writing without delay. The Lead Stakeholder shall immediately take all the necessary steps to rectify the situation. The ESPON EGTC reserves the right to verify that the steps taken are appropriate and may require that additional steps be taken within a specified deadline.

In line with the EU Directive 2014/24 on Public Procurement, in particular its article 24 related to Conflict of Interest, the Stakeholders involved in the preparation of an activity of the ESPON EGTC shall sign a Declaration of non-conflict of interest confidentiality.

§ 8

Disputes

This Cooperation Agreement shall be governed in accordance with the laws of the Grand-Duchy of Luxembourg. All disputes arising out or in connection with this Cooperation Agreement shall be settled by the competent jurisdiction of the Centre de Médiation du Barreau de Luxembourg (CMBL) ⁽¹⁾.

§ 9

Assignment, legal succession

1. The ESPON EGTC is entitled at any time to assign its rights under this Cooperation Agreement. In case of assignment the ESPON EGTC will inform the LS without delay.
2. The LS is allowed to assign its duties and rights under this contract only after prior written consent of the ESPON EGTC.

¹ <http://www.centre-mediation.lu/> CMBL 1-7, rue St. Ulric, L-2651 Luxembourg, N° de téléphone: +352 4672721, N° de fax: +352 225646 e-mail: info@centre-mediation.lu

3. In cases of legal succession, e.g. where the LS changes its legal form, the LS or participating stakeholder is obliged to transfer all duties under this contract to the legal successor. The LS shall notify the ESPON EGTC about any change beforehand.

§ 10

Concluding provisions

All correspondence related to this Agreement with the ESPON EGTC must be in writing, in English and must be sent to the following address:

11, avenue John F. Kennedy
L-1855 Luxembourg
Phone: +352-20600280
Fax: +352-2060028001
Email: info@espon.eu

Luxembourg,
Date:

Place:
Date:

.....
Wiktor Szydarowski
ESPON EGTC, Director

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Pawel Wais, Director
Lead Stakeholder
Department Regional development

.....
Signature

.....
Signature

Annexes

Annex I Selected Application form