

Partnership Agreement
Interreg III B “Alpine Space”
“Network Enterprise Alps – Enhancing sustainable
development, competitiveness and innovation through SME
and cluster co-operation”
NENA

between

Lead Partner (LP)

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Autonome Provinz Bozen

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1. Definitions

- (1) Lead Partner: means the project partner who takes the overall responsibility for the application and the implementation of the entire project (hereinafter referred to as "LP").
- (2) Project partner: means all the other partners participating in the project and providing for its implementation according to the project application approved by the Steering Committee (hereinafter referred to as "SC").
- (3) Project participants: means LP, and project partners.

2. Subject of the partnership agreement

The subject of this partnership agreement is the organisation of a partnership by regulating the rights and obligations of all project partners and the LP in order to successfully implement the common project NENA < Network Enterprise Alps – Enhancing competitiveness and innovation through SME and cluster co-operation >.

3. Documents

The project application with all its amendments and supplements and the decision of the Steering Committee on the project are annexed to this partnership agreement and form an integrated part thereof. The LP has provided the project partners with a model of the subsidy contract. The project participants declare that they have carefully studied these documents.

4. Duration of the agreement

This agreement shall take effect on the date on which it is signed by all project participants. It shall remain in force until the LP has discharged in full its obligations towards the Managing Authority (MA) (i.e. at least until 2012).

5. Specific activities of each project participant in the project

5.1. Basic understanding of NENA

The NENA project intends to build an Alpine-wide network of and for SMEs. The network will support sustainable development while taking the social, ecological and economic aspects into account. The exchange of know-how, the initiation of co-operations, the offer of training, the tearing down of language barriers as well as image enhancing measures for SMEs are the tasks of the future network and a important matter for the alpine space in the whole.

Issues that are of paramount interest for the participating enterprises will be addressed simultaneously with the development of the network. In order to be able

to carry out the project successfully, the concentration of specific clusters is imperative.

NENA is concentrating on two core fields.

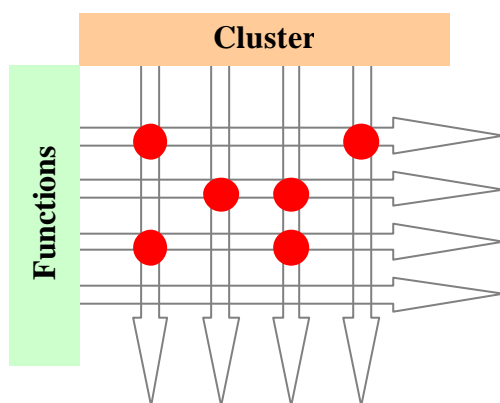
1. Meta-cluster „Renewable Resources“ with the clusters

- a.) “Value added chain of wood”
- b.) “Energy from renewable resources”
- c.) “Saving energy – Passive house”

2. Crossing Functions “Innovation and Technology”

- d.) Innovation management
- e.) Education and training
- f.) Process optimization and certification
- g.) Interface management

Core Field 1 is including mainly businesses in the primary (agriculture, forestry, mining) and secondary sector (production plants, industry). In Core Field 2 the involved businesses are coming from the secondary and mainly from the tertiary sector (design, IT, ICP, architecture, consulting and other services).



The two core fields provide a pattern which will ensure an effective and target oriented identification of interested and interesting SME’s coming from the different sectors.

In addition, this pattern will support an effective preparation and implementation of the different activities in WP6 and WP7.

5.2. Relevance of the chosen clusters pilot actions

a) Value added chain wood

Ecological relevance: Wood is not only an important renewable resource. Wood also stands for cultural landscape, nature protection and for high importance with regard to climate issues. The best way to protect forests is to use them in a sustainable way.

Economic relevance: The value added chain wood includes many processing steps and a high number of businesses in the Alpine area. **Social relevance:** The value added chain wood is of great importance in the area of employment. The numerous small and medium sized enterprises have proven their stability in the past decades. The use of regional wood enhances the identification of the constructors and owners with their natural environment. They become conscious of being socio-economical actors in their region.

b) Production of energy from renewable resources

More and more businesses are concentrating on renewable resources and the different technologies connected. It is a field that, because of the price erosion of renewable resources on the one hand and the wish to fulfil ecological goals on the other hand, constitutes a strong mainspring developing a cluster. But this relatively young cluster still is a “lone fighter”. The distribution of information, the promotion of co-operations and training measures are important factors for advancement. The cluster is of high ecological relevance but also increasingly relevant for employment.

c) Energy saving – Passive House

Energy efficiency is an environmental must. At the moment an increasing number of businesses are getting involved in energy efficiency, constructions and products and are advancing innovations. The passive house is a concrete object. The reason why it is so special is because so many occupations are connected to it: planning, trading, construction physiology, technology (heating, air condition, measurement and control, etc.). The implementation of suchlike objects constitutes an optimal field for co-operation between the participating businesses. One of the challenges is the improvement of interfaces between the businesses. The proportion of dwellings in the passive house standard is quite low (e.g. only 1% in Austria). Therefore this product has a high growth potential.

d) Innovation management

SMEs generally have difficulties to access the field of research and development. The concept of „Innovation Assistants“ could be a way to improve the situation: SMEs or even clusters are supported temporarily by innovation experts or young academics with a marginal financial burden.

e) Education and training

Education and training are crucial for implementing innovation. In the framework of NENA, the participants will design training curricula and offer training measures to the SME's of the arising network. The training programs apply to issues like construction, process optimisation, relaying of know-how, project and innovation management, sustainable development, energy efficiency and also the development of social competence.

f) Process optimisation and certification

This cross section function is of utmost importance because technological advancement and the optimization in production operations are indispensable competition criteria. NENA will initiate co-operation projects and include interested businesses in the improvement of operations.

g) Interface management

One of the largest economic potentials probably is the improvement of interfaces between businesses, between SME's of value added chains, between clusters. As a result of increasing specialisation, the requirements regarding the links between the highly specialised units are increasing, too. Exchange of know-how, frameworks for co-operations, the use of ICT and the detailed management of interfaces become

crucial issues for co-operation and innovation success. This is also true for the links between economical, social and ecological aspects of sustainable development. In NENA, specific cases will be looked at and methods of resolutions will be worked out in transnational co-operations.

5.3 Work packages

5.3.1 WP1 – Project preparation

Objectives: to build a sustainable consortium

Generation of a project which meets the following criteria: fulfilling the requirements of Priority1 and Measure2 and coherent with the Alpine Space Programme, motivated and reliable partnership, adequate project structure (work packages), a balanced and deliberate budget.

The main activities are: elaboration of a first project draft, organise preparation meetings, detailing of project outline, negotiation / clarifications in the different regions, moderate discussions for detailing the application and agreements, finalising and submission of application form, preparation of the kick-off meeting.

Project participant involved: all

WP-responsible: Vorarlberg

5.3.2 WP2 - Transnational Project Management

The trans-national project management will ensure high quality performance regarding content, organisation and finance. In addition it will be important to build a good and stable co-operation among the NENA participants. Mobilization towards collaboration is an important challenge and should outreach the project activities.

Main activities

The trans-national project management includes the preparation of trans-national meetings, the support of the project partners in creation and structuring of trans-national activities. It also includes the construction of an internet based information platform and work group tool, scheduling appointments as well as monitoring project activities, trans-national reporting and contact with the joint technical secretary, trans-national project accounting and financial management as it is described in the following sections.

The project partners are in continuous contact to the Lead Partner and the other partners (flow of information). Each project partner represents the regional teams in the Steering Committee (SC). The trans-national project management will be carried out in close co-ordination with the project partner, CIPRA. This is because in the background, CIPRA is running the development of a trans-national, alpine wide network in WP 9. Besides the administrative and project related activities, the trans-national project management should contribute to creating long range, lasting structures for the purpose of the NENA project.

The SG-meetings will take place six times within the project duration. The Kick-Off Meeting takes place in Hittisau, Vlb, 4.4.-5.4.2006. In that meeting project guiding

principals will be formulated. The second meeting will take place in June 2006. The SG-meetings will be organised by the LP in co-operation with the project partner, where the meeting takes place. Dates and locations for 2006 will be fixed at the Kick-Off meeting.

All Project Partner ensure participation and contribution to the SG-meetings.

WP-responsible project participant: LP

5.3.3 WP3 - Project management

The project management will make sure that of all project activities, strategic, operative, financial, marketing and internal controlling are covered, so that its general and local goals are met. Particular emphasis will be given to the promotion of trans-sectorial cooperation thus creating a sustainable network.

The project management will include:

- Building up the regional team, designation of a regional project manager and other specific functions within the team
- Management of this team and its tasks in coherence to the different work packages
- Coordination of information within the regional team
- Coordination on / with the national level
- Administration, documentation, financial services support, controlling
- Reporting in due time vis-à-vis the financial and the technical lead partner
- Offering the infrastructure for a SC-meeting

All project partners shall submit in due time to the LP 10 days before the submission date of progress reports (fixed in the subsidy contract) correct and complete reporting of activities, results and financial budget.

The project participant gets in touch with its first level control-body in due time to find out what kind of the documents this body needs to be provided with and thus to provide for a smooth certification procedure.

For work flow questions see 5.4 “Organisational structure of the project management”

Expected Outputs: The regional project management should make sure that the networking made for the purpose of the NENA project is maintained after the project is concluded. The regional structure developed in the project constitutes a contact point for SMEs for further and future co-operations.

WP-responsible project participant: All

5.3.4 WP4 - Information and Publicity Activities

Information is indispensable for the dissemination of experiences and is to be addressed to a maximum number of persons in all target groups. The access to

information should be as easy as possible. Most of the information and publicity products will be provided in the four main alpine languages.

Main activities are:

- Communication Concept
- Internal communication (Website, mailings)
- Interactive website (with public and reserved sections)
- Folders at the beginning and at the end of the project
- Newsletter
- Press releases and conferences (milestones)
- Final international public conference
- Final public report
- Articles in journals
- Summary of key findings addressed to political decision makers including best practice examples and policy oriented recommendations

CIPRA-International: Working out the communication concept, assuring internal communication, installing and updating the website, editing the folders, writing and distributing the project newsletter, press releases and articles, contributing to the organisation of press conferences, contributing to the organisation of the final conference, writing and editing the or coordination of all dissemination activities.

Vorarlberg (LP): will provide with technical assistance for example regarding the website and writing the final report.

Tasks of each individual Project participant :

- Contribution to establish the common concept for communication and dissemination
- Help for building up and completing a list of target groups (SMEs, clusters, private and public sector, NGOs)
- Realisation of the mentioned concept, in particular distributing information on regional and national level
- Participation and active contribution to the final conference

Expected Results: NENA aims at enhancing co-operation and exchange of knowledge and experience in the whole alpine region. Therefore we will make sure that:

- All target groups know the project, its aims and results
- New findings are disseminated quickly and on a wide scale
- The project participants and interested actors worldwide can find information on the website and can share their knowledge and experiences using the interactive features

Several articles about the project are published in public and professional journals

WP-responsible project participant: CIPRA

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5.3.5 WP5 - Analysis of Alpine innovation and cooperation potential

The analysis of Alpine potentials is the base for activities in the other workpackages of NENA. The aims are:

- Defining the core strengths of Alpine regions
- Identification of innovative potentials in SMEs.
- Identification of needs and main obstacles for innovation
- Definition of new markets

Main activities:

1. Analysis of core-economies to find out the strengths of each participating region.
2. Analysis of potentials for innovation and cooperation in clusters and SMEs: The aim is to find out the needs, problems and main obstacles for SMEs in realising innovation and co-operation. This is the base for creating the right instruments to support SMEs.
3. Analysis of new markets: Depending on the results of 1. and 2. new markets for Alpine innovations are defined.

WP5 is closely linked with WP8.

The analyses will be made in common with all project participants.

Tasks of each individual Project participant:

Each partner analyses with the help of experts the core economy fields in his region. The analysis is focused to the chosen clusters, but others are also involved. This gives a overview for the participating organisations. They will find out the strengths of each participating region. Existing data are used. Only specific additions will be made.

An expert group will help the participants to interpreting the results in relation to innovation and co-operation chances. The analysis of new markets will be a common activity of all participants as well.

WP-responsible project participant: Tyrol

Expected Results:

The description of the regional strengths is an important basis for further activities (economic models, supporting programmes, a.s.o.) beginning with the chosen clusters. Professional marketing and general market knowledge is not state of the art in most of the SME's. The analyses of new markets should help them for more professional market accessibility. The study will be a first result for a market place tool to the alpine core economies.

5.3.6 WP6 Developing and carrying out joint cooperation projects

The aims are to ensuring parallel or complementary regional project activities in WP7 by defining guidelines and standards; to ensuring transfer of experiences between the different regional project activities; to enabling the participants to develop further co-operation activities beyond project end

Main activities:

- Preparing co-operation activities and projects by defining standards and guidelines
- Exchanging experiences between the ongoing regional projects (between project participants, involved SMEs and clusters) in workshops, excursions, exchange programmes and other transnational events
- Running joint education and training programmes
- Carrying out other network activities (information exchange via www, newsletter etc)
- Preparing further co-operation projects going beyond project end

WP-responsible project participant: CIPRA

Tasks of each individual Project participant:

All project participants are involved; the leading partners of the regional projects of WP7 prepare first drafts (aims, methods, activities, results). These drafts are discussed in joint workshops between all participants participating in the specific WP7 activity. The leading partners of the regional projects of WP7 are also responsible for the organisation of the exchange of experience (workshop) and for the developing of further joint activities. In order to reduce the number of meeting these workshops will be combined with other project meetings.

5.3.7 WP 7: Developing and carrying out regional pilot projects

In work package 7, regional pilot examples will be developed and implemented. These examples are in close connection to the activities in Work package 6. Thus it is desirable for the participating regions to carry out similar or complementary activities. The following pilot activities will be implemented either individually or in parallel by the involved participants. All pilot project activities are relevant to the environment, economy and social development of the alpine space as a whole. The pilot actions (PA) are created as reviewable and feasible actions.

PA 7.1 Innovation Assistant

a) Establishing the “Innovation Assistant”

Goal: Enhancing the innovation potential of SMEs.

Activities: The innovation assistant is an interesting starting point to support SMEs in innovation and in accessing the field of research and development. The participants involved examine feasibility and then implement the Innovation Assistant in their regions.

Expected results: Innovation Assistants implemented in 3-4 participating regions.

Participants: (leading partner in bold): **Tyrol**, Bozen, Piemonte, Slovenia, Lyon

Relevance: Pts. 5.2.d/e.

b) Qualification measures for Innovation Assistants

Goal: Preparing Innovation Assistants to carry out successful work.

Activities: In order to enhance the innovation potential of SMEs, a certain amount of training for Innovation Assistants is necessary. For this purpose, a training design will be elaborated and training measures will be offered.

Expected results: Training design as well as documented measures (at least 1 training course).

Participants: **Bozen**, Tyrol, Piemonte, Lyon

Relevance: Pts. 5.2.d/e.

PA 7.2 Mobility and training of young professionals

Goal: Improving the professional skills of the new generation labour force.

Activities: Preparing design for training measures and for exchange programmes for personnel among the SMEs of the different participating regions. Besides technical skills, environmental issues and social competences will be trained. The training measures will be adapted to the specific needs of the participants and SME's

Expected results: Training design as well as documented measures. At least four 4 seminar blocks with international participation will be implemented. Exchange of young professionals will take place in at least 3 regions.

Participants: **Vorarlberg**, Tyrol

Relevance:

Pts. 5.2. e.

PA 7.3 Improving timber construction

a) Innovation Contest „Timber Construction”

Goal: Enhancing motivation for innovation in the areas of planning and processing and for strengthening product development.

Activities: Preparing and carrying out a transnational contest (or regional contests) for timber construction. The winners of the innovation price (or prices) will be elected by an international jury. The selection criteria will– among others – include economical, social and ecological aspects. After the contests an exchange of results, participating institutions will take place.

Expected results: Innovation contests in the participating region or a common transnational contest have taken place, contacts between participants are made, results and experiences are transferred.

participants: **CIPRA**, Vorarlberg, Styria, Bozen, Switzerland

Relevance: Pts. 5.2. a/f/g.

b.) Master Course „Timber Construction”

Goal: Facilitating the development of traditional timber construction.

Activities: Preparation of a master course, where innovative methods and techniques will be made available and taught to planners and practitioners in seminars. A focus will also be the development of methods for the reduction of costs in timber construction.

Expected results: A master course that will be offered internationally and made available to the ‘Value added chain wood’. In connection with the NENA project, a pilot study course called ‘Innovative timber construction’ has already been implemented.

The contents of the master course will be transferred in seminars to the participating regions.

Participants: **Rosenheim**, Vorarlberg, Bozen, Styria, Switzerland

Relevance: Pts. 5.2. a/e/f/g.

PA 7.4 Native Resources Certificate

Goal: Contributing to the improvement of environmental standards in wood production.

Activities: Preparing and implementing a certification system for native timber and at the same time making positive contributions to the environment, to cultural landscape and to a reduction of transport.

Expected results: The certification will be implemented in a pilot project in at least one state and the information gathered will be exchanged. According to feasibility, the certification will be implemented in numerous regions simultaneously.

Participants: **Vorarlberg**, Styria, CIPRA, Switzerland

Relevance: Pts. 5.2.a/b/g.

PA 7.5 Process optimisation

Goal: Contributing to more environmentally conscious and energy optimising solutions in design, engineering and manufacturing processes.

Activities: Identifying of pilot projects in one of the selected NENA fields. Possible examples: “Building Automation”, “Building Construction Process Development and System Integration”. The participants will prepare and initiate pilot projects in the participating regions.

Expected results: Implemented and documented concepts for process optimisation on the basis of concrete examples; an elaborated guideline for process optimisation and an established work group that will be applying itself to this subject.

Participants: **Piemonte**, Bozen, Rosenheim, Tirol

Relevance: Pts. 5.2.a/b/f/g.

PA 7.6 Raising energy efficiency in the building sector

a.) Study Program Energy Efficiency – Passive House

Goal: Spreading knowledge and competence on energy efficient construction concerning passive house, qualifying planners for implementation and to preparing them for the emerging market.

Activities: Preparing and disseminating information material on expert level, offering training and education measures for professionals, for example concerning the development of elements for energy saving construction and house building with positive ecological and economical effects. Further more in the engineering sector the development of elements for the active reduction of harmful gaseous will take place.

Expected results: A developed study program with the needed seminar materials. For this, an information event will be carried out for the target groups and when possible, at least one seminar in three regions will be conducted.

Participants: **Vorarlberg**, Piemonte, Rosenheim, Styria, Lyon, Tirol, Bozen, Switzerland

Relevance: Pts. 5.2.c/e/g.

b.) Factor 10

Goal: Enhancing energy efficiency in the building sector, raising public awareness.

Activities: Preparing and carrying out pilot activities. In the pilot activities, it should be said that in renovating old buildings, factor 10 can be reached in reference to energy efficiency. Through the pilot activity, the public will be informed about possibilities for renovations and planning and implementing companies should

receive instructions on reaching this goal. This leads to a higher quality and to increasing employment in specific areas.

Expected results: Guidelines for builders and planners. In the framework of the project, at least two thematic excursions to the participating regions will be made.

Participants: **Vorarlberg**, Rosenheim, Bozen, CIPRA, Switzerland

Relevance: Pts. 5.2.c/e/g.

PA 7.7 Eco power production and heating energy from renewable resources

Goal: Contributing to the improvement of environmental standards in energy production.

Activities: Preparing projects and information activities to renewable energy in wind-energy, hydropower, biomass, solar energy. The activities include also solar-thermal energy, geo-thermal energy and heat pump. Preparing and initiating a pilot project on power plant coupling. More and more communal biomass facilities are starting up in the Alpine area. This positive development should be supported by a pilot project. In doing so, the facilities should be continuously and intensely used to their full capacity for the production of heat from bio mass. This will be made possible by the additional production of electricity. In doing so, the plant operators will reach an additional profit margin. In addition, new work places and development at the suppliers will be achieved through investment incentives.

Expected results: Elaborated concepts for at least 3-5 implementation cases of various dimensions. The experience of the European centre for renewable energy in Guessing (Austria) will be included.

Participants: **Styria**, Vorarlberg, Slovenia, Tyrol, Lyon, Switzerland

Relevance: Pts. 5.2.b/c.

Vorarlberg (LP) will carry out the overall co-ordination of this WP and be responsible for the presentation of the expected outputs and results.

5.3.8 WP 8: Developing marketing strategies

Provide the most effective support for marketing/positioning on markets of choice; Create a shared strategy strengthening impact and effectiveness of market presence. Differentiate actions for internal/external targets, by cluster profile, trans-sectorial co-operation and commercial potential.

The main activities are:

Definition of a common marketing communication strategy for Clusters;

Integration of marketing and actions from other WP under a synergistic approach;

Communication guidelines per sector addressing industry-specific marketing needs;

Definition of rules directing design, execution of communication and marketing actions;

Creation and execution of communication initiatives promoting the clusters actions deriving from the present project

In a first step Piemonte will prepare guidelines for marketing activities to be carried out by the other participants. Hereby the results of WP5 (i.e. identification of new markets) and the specific thematic fields of WP6 and WP7 will be regarded.

The guidelines will be part of a training seminar about international marketing communication in targeted markets and common marketing strategy and techniques for SMEs/Clusters. The seminar will be attended by the project participants and the SMEs/Clusters involved.

Based on the guidelines each of the participants will carry out different marketing activities in close co-operation with the SMEs/Clusters of their region. Hereby different communication channels will be used: mailings, websites, leaflets, brochures, participation in fairs and other events, direct contact with customers etc.

WP8 includes marketing for the network as a whole. Therefore the activities will be closely linked to WP9 and WP4. For both WP's, CIPRA is responsible.

Expected output

1. Creating a common vision for the Alpine Space to be implemented in sectors other than those identified by WP7 - its foundations laying on the findings and experience of the entire Nena project
2. Increase the adoption of a mature and efficient approach to integrated marketing communications in SMEs and Clusters
3. Favour the perception of the Alpine Space as the ideal environment for the establishment and growth of innovative industries and production processes

WP-responsible project participant: Piemonte

5.3.9 WP 9: Establishing an alpine wide network for knowledge transfer and co-operation

The network aims at mobilising synergies and innovation potentials through enhanced co-operation and exchange of knowledge and experiences between the participants involved. This will raise the competitiveness of SMEs in the Alps that are committed to a sustainable development.

Main activities:

Contacts are made up with SMEs interested in enhancing co-operations and creating a network. The structures for transnational co-ordination (secretariat) and for national network units are built on existing institutions. A network website with an intranet and interactive features are established. The continuity of the network beyond the project end is ensured. Network activities are monitored and assessed. The different network activities like workshops, excursions etc. are part of WP6.

Responsibility:

Task of all individual project participants:

Providing information on enterprises that might be interested in or interesting for the network; Support with PR work on national and regional level
CIPRA-International; Working out criteria for participating enterprises; Defining a group of SMEs that will be the core of the network; Organising a first meeting with these enterprises (presentation of the network idea, excursions; Checking out the needs and interests of the SMEs; Defining first activities and products as well as next steps towards establishing a network; Building up transn. and national network structures (secretariat and national contact points); Supporting the foundation of the network; Making the network known to the public and other potential members (PR work); Organising first network activities: workshops including thematic inputs from experts, working groups and excursions to best practice e.g, providing a workshop documentation.

Expected output and results:

Contacts have been made up between innovative and sustainability oriented SMEs. Their competitiveness has been increased due to the advantages they got exchanging knowledge and experiences within the common activities. A co-operation network is founded. The network is able to carry on and to extend its members and activities after the project. Some new business co-operations have been made, enterprises got access to new markets. On a long term jobs in SMEs are maintained and created.

WP-responsible project participant: CIPRA, Switzerland

6. Obligations of the Lead Partner

- (1) The LP shall take all the steps needed to correctly manage the project in accordance with the project application, the decision of the Steering Committee and the subsidy contract.
- (2) In addition, the LP shall:
 - a) forward to the project partners copies of the subsidy contract that it has concluded with the Managing Authority (hereinafter referred to as “MA”), any reports about the project and any other specific documents related to the project,
 - b) keep the project partners informed on a regular basis about all relevant communication between LP and Joint Technical Secretariat (JTS) and LP and MA,
 - c) inform the project partners about all essential issues connected to the project implementation without any delay,
 - d) install separate accounts or adequate bookkeeping systems for the financial settlement of the project that safeguard that the expenditure and the income as well as the received subsidies related to the project are clearly shown,
 - e) complete all actions foreseen for each year of the project implementation and have these expenditures certified within 12 months after receipt of the respective invoice or equivalent accounting document at the latest. Any

expenditure not certified accordingly may not be reimbursed by the Paying Authority,

- f) take advantage of any price reductions which are offered to it by any of its business partners,
- g) comply with the European Union's and national legislation, especially structural funds regulations, competition and public procurement law,
- h) be responsible for the management of the regional and national contribution made in its country.

7. Obligations of the project partners

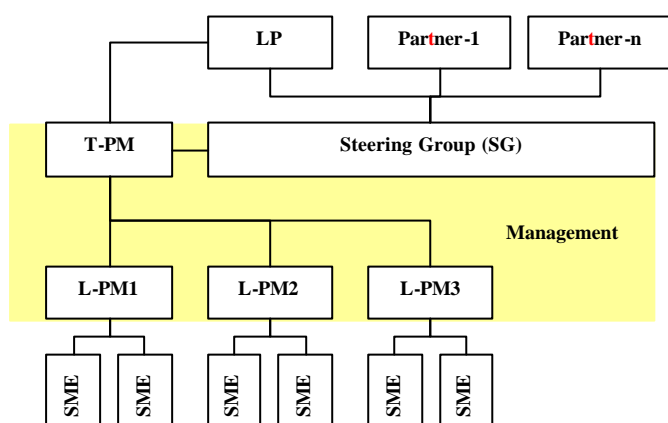
- (1) The project partners respect all the rules and obligations set forth in the subsidy contract and the letters of commitment they signed for the project application.
- (2) They commit themselves to do everything in their power to foster the implementation of the project.
- (3) The project partners shall support the LP to fulfil its tasks according to the subsidy contract.
- (4) In particular, each project partner shall:
 - a) provide the LP without any delay with any information needed to draw up the progress reports and the final report and to react on any request by MA or JTS; the LP may request further information,
 - b) inform the LP immediately about any circumstance that could lead to a temporary or final discontinuation of the project,
 - c) install separate accounts or adequate bookkeeping systems for the financial settlement of the project that safeguard that the expenditure and the income as well as the received subsidies related to the project are clearly shown,
 - d) complete all actions foreseen for each year of the project implementation and have these expenditures certified within 12 months after receipt of the respective invoice or equivalent accounting document at the latest. Any expenditure not certified accordingly may not be reimbursed by the Paying Authority,
 - e) take advantage of any price reductions which are offered to it by any of its business partners,
 - f) comply with the European Union's and national legislation, especially structural funds regulations, competition and public procurement law,
 - g) be responsible for the management of the regional and national contribution made in its country.

8. Project Management Structure

This project includes participants from 7 alpine countries, different sectors and governance levels. Most participants are network organisations with SME's behind. The management is responsible for the entire implementation. There is the SG which will be chaired by the LP. All project participants ensure participation and contribution to the steering group meeting.

All decisions of common interest will be made there. The SG is made up of fixed representatives from each of the project participants. The SG try to make the decisions with everyone in agreement, finally they will be made in 2/3 majority of the present representatives.

The trans-national project management (T-PM) supports the SG in all organizational and financial concerns. The LP takes over the responsibility for the T-PM.



The local project management (L-PM) is mostly identical to the representative of the project participant. The L-PM has direct contact with the individual network partners (cluster organisations and SME's) during implementation as a coach and helps them with the accounting

and preparation of reports.

All information exchange will be done electronically, a project CMS will be implemented.

The management is responsible for the entire implementation of the NENA project and is separated into the following functions and activities:

Steering Group (SG)

The SG is responsible for the strategic development work and the supervision of the NENA project and takes all decisions of common interest. The SG is made up of fixed, named representatives from each of the project participants. The chairman of the SG is the representative of the LP. In order to run important meetings efficiently, a moderator will be appointed by the LP.

Attendance: If a member is not able to attend the meeting, he or she must name a substitute in time. If there is no representative of a participant present, the participant must nonetheless adhere to the decisions made. At least 2/3 of the members of the SG must be present in order to make valid decisions. The transference of voting rights is generally accepted, but must be made in writing to the trans-national project management. This must be done no later than 2 working days before the meeting. Virtual meetings are possible. These types of meetings will usually take place as a teleconference. The decisions will be recorded and the minutes sent out to the participants by the T-PM. If there is no response within 5 working days, the project partner confirms the correctness of the minutes. Incoming amendments and/or changes will be collected by the T-PM and sent out as the final minutes.

Important decisions can also be made in writing as a decision making circular. Each member that is entitled to vote is entitled to submit such a request and commission the project management to start the decision circular procedures. Each member has to comment and send the circular back to the T-PM within 10 working days. The project management will put together a summary and send it out to all the members in the way of the minutes. If there is no response within 10 working days, the points described in the circular will be deemed as decided. Each member of the SG is not only the interest representative of the respective project participant, but is also responsible for the completion of the tasks. This is also valid for the local project management.

Trans-national Project Management (T-PM)

The trans-national project management supports the SG in all organizational and financial concerns. The LP takes over the responsibility for this task and applies qualified resources accordingly.

Besides the standard duties, the T-PM also takes over duties that come up through implementing decisions made by the SG. The T-PM is directly responsible to the LP. One of their tasks is the trans-national work of the project secretariat. The secretariat is responsible for the provision of documentations, reports, invitations, distribution of the minutes as well as the maintenance of the information platform. The T-PM also writes the minutes for all steering group meeting and sends them out at least 2 weeks later to all the participants. They are also responsible for financial transactions and accounting. The participants of the steering group can also send amended information which will be sent to all participants with the minutes. In this way, the T-PM is supported by the local project management. In order to reach the project goals, the T-PM acts independently in the following points:

Calling in the reports and certifications from the project partners; organization and notification to the steering group in case of deviations or coming decisions; reporting to the Managing Authority or Joint Technical Secretary according to the project basics and requirements.

Local Project management (L-PM)

The local project management is mostly identical to the representative of the respective project participant. If this is not so, the person must be named by the project participant. The L-PM has direct contact with the individual participants (cluster organisations and SME's) during implementation as a coach and helps them with the accounting and preparation of reports. The L-PM works together with the T-PM and tries to the best of its ability to ensure qualitative and efficient information processes.

Flow of Information

Generally, all information is exchanged electronically. For this reason, email groups will be set up. This will ensure that all participants receive project relevant information. The T-PM and the L-PM use standard communication tool records to know who received what materials. Important documents will be made available on the internet on the project platform. Project partners will be given

access authorization and are able to download current documents and information at any time. In this way, the same amount of information is guaranteed to everyone.

Project reports: The reports defined during the running of the project will generally go to the T-PM. The reports will also be made available on the internet platform and used for other reports. All contents compiled by the project partners can be used by the other project partners in context of legal regulations and as far as patent rights or privacy rights of participants or SME's aren't affected.

Special Items

A lot of information exchange will be made via e-mail. To handle this in a easy and complied manner the LP will provide all project partners with group e-mail accounts.

First group: nenasg@telesis.at delivers e-mails to the SG-members and MA, JTS, NCP

Second group: nenactors@telesis.at delivers e-mails to the SG-member + all local "NENA actors" or defined SME's.

Third group: nenapublic@telesis.at delivers e-mail to those who should be informed about the NENA activities (press, politics, a.s.o)

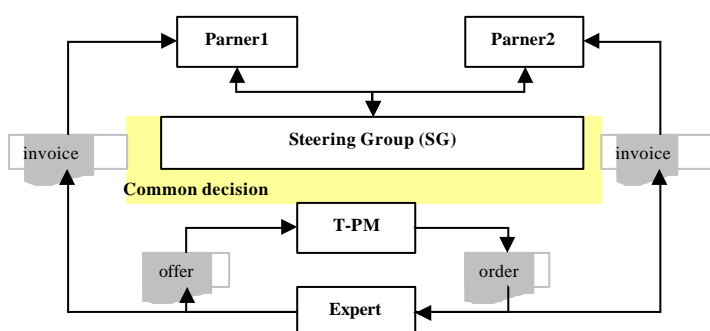
e-mail subject: [nenasg] content reference / action reference

Financial flow

Besides the regulations on financial matters as set out in sections 9 to 11 of the present partnership agreement the project participants herewith declare to handle any common transnational activities within the project according to the respective guidelines issued by the Managing Authority and under supervision of the project Steering Group.

In case of subcontracting done on account and behalf of the project participants it is herewith agreed that any subcontractor shall submit separate invoices to all project participants according to their shares regarding the respective activity. The project participants will then have the respective costs certified by their first level control bodies and furthermore safeguard that the respective EU and national laws, especially regarding public procurement, are obeyed.

Especially trans-national project management, from the financial and audit point of view, will be managed as a common trans-national activity following the rules mentioned above.



How to handle common expenses

The LP charges the project partners for services rendered by the trans-national project management in, on a half-yearly basis. Attention must be paid to the relationship between the rendered and chargeable service when

making the bill. The maximum amount that can be billed is the amount defined and absolute sum per project partner in the project application (annex “Overview on Common Transnational Activities”).

9. Responsibilities of LP and project partners

- (1) The LP solely assumes responsibility for the entire project towards the MA.
- (2) Each project partner is directly and exclusively responsible to the LP for the due implementation of its respective contribution to the project and for the proper fulfilment of its obligations as set out in this agreement. Should a project partner not fulfil its obligations under this contract in due time, the LP shall admonish him to fulfil them within a reasonable period of time, one month at the maximum. Should the non-fulfilment continue, the LP may decide to debar the project partner concerned from the project with approval of the other project partners and the responsible programme implementing bodies (MA, SC). The JTS shall be promptly informed of such an intended decision by the LP according to the provisions of the subsidy contract. The project participants will undertake to find a rapid and efficient solution.
- (3) Each project participant shall take the financial responsibility for the national funds it has received for the project and related ERDF-funds.
- (4) If the Managing Authority should request a repayment of ERDF-funds from the LP, the LP shall ask for reimbursement the project partner that has caused or contributed to the request respectively repay the funds itself in case the LP has caused the request according to the information given by the Managing Authority. The project participant affected shall pay back the requested ERDF-funds plus the corresponding interests to the MA and will pay back the national co-funding to the national funding bodies if and as foreseen by the co-funding regulations of the state this project participant is situated in. In the case that no project participant can be held responsible for the request for repayment, the amount requested shall be apportioned between all project participants pro rata to their project share (meaning the amount of ERDF-funds they have been granted according to the approved application form). The only exception to this rule is the case of a project participant managing a Common transnational Activity on behalf of the other participants. In this case this project participant shall be held responsible for the total managed amount of ERDF-funds plus related interests towards the MA; national co-funding will be paid back to the national co-funding bodies if and as foreseen by the co-funding regulations of the state this project participant is situated in.

10. Request for payments

- (1) The LP may only request payments from the MA by presenting certifications of expenditure related to the project. All project expenditures must be certified by

the responsible national authority or a private institution, depending on the national frame for this "first- level-control".

- (2) The project participants are obliged to have their project accounting certified by the responsible authority/institution in due time. To this end each project partner shall enable the responsible authority/institution in the state it is situated to audit the proper use of funds.
- (3) Each partner should get in touch with its first level control body in due time to find out what kind of documents this body needs to be provided with and thus to provide for a smooth certification procedure.

11. Payments

The LP shall forward the ERDF-funds to the project partners in accordance with the information provided by the Paying Authority and without any delay and within four weeks after the receipt of the payment. In case the delay is imputable to the LP the project partners may claim usual interest rates which the LP must not pay from the approved project budget. As regards Italian project participants the payments by the LP shall be effected to the Italian Ministry of Finance following the provisions foreseen for the "fondo di rotazione".

12. Audits

For audit purposes each project partner shall:

- a) retain all files, documents and data about the project at least until 31 December 2012, either in original or as certified copies on commonly used data media safely and orderly,
- b) enable the responsible auditing bodies of the European Union and the auditing bodies of the state it is based in to audit the proper use of funds,
- c) give these authorities any information about the project they request,
- d) give them access to the accounting books and accounting documents and other documentation related to the project, whereby the auditing bodies decide on this relation, at least until 31 December 2012,
- e) give them access to their business premises during the ordinary business hours and also beyond these hours by arrangement and allow them to carry out measurements and tests related to the project at least until 31 December 2012,
- f) provide the LP with any information needed related to such an audit without any delay.

13. Public relations work

- (1) The project participants shall implement the communication and publicity measures in accordance with the project application and Commission Regulation (EC) No. 1159/2000 of 30 May 2000 on information and publicity measures to be carried out by the Member States concerning assistance from the Structural Funds. They shall play an active role in any actions organised to disseminate the results of the project.

- (2) Any public relations measure shall be co-ordinated among the project participants. Each project partner shall point out in the framework of any public relations measures that the present project was implemented through financial assistance from funds of the Community Initiative Programme "Interreg III B Alpine Space".
- (3) The project participants take note of the fact that the results of the project as well as any study or analysis produced in the course of the project will be made available to the public and they agree that the results of the project shall be available for all project participants.

14. Change/Loss of partners

- (1) Being aware of the fact that the MA is entitled to withdraw from the subsidy contract if the number of project partners falls below the minimum number of partners a project must have and that a decrease of project partners could entail a lower classification of the project and thus might need a re-approval of the Steering Committee the project partners and the LP agree not to back out of the project unless there are unavoidable reasons for it. If this should happen the project partners and the LP will endeavour to cover the contribution of the former project participant, either by assuming its tasks by one or more of the present project participants or by asking one or more new partners to join the project partnership, obeying the provisions of the subsidy contract.
- (2) The entry of a new partner becomes legally effective only after approval by the SC.
- (3) Section 12 (concerning audits) remains applicable to the project participant that backed out of the project or was debarred from the project.

15. Co-operation with third parties, assignment

- (1) In case of co-operation with third parties (e.g. concluding subcontracts) the project partner shall remain the sole responsible project participant to the LP concerning compliance with its obligations as set out in this agreement.
- (2) The LP shall be informed by the project partner about the subject and party of any contract concluded with a third party.
- (3) No project partner shall have the right to transfer its rights and obligations under this agreement without the prior consent of the other project participants and the responsible programme implementing bodies (MA, SC).

16. Project Data

- (1) The project partners agree, that the MA is entitled to use the personal data, which are contained in the project application and which are acquired in the course of the realisation and winding-up of controls of the project and that the MA may convey these data to the organs and authorised representatives of the following bodies and authorities according to the Austrian Law on Data Protection: Land Audit Office (according, in particular, to § 9/2 of the Law on the Salzburg Land Audit Office 1993, Regional Law Gazette No. 35/1993 in the version in force); Federal Audit Office (according, in particular, to §3/2, §4/1 and § 13/3 of the Law on the Audit Office, Federal Law Gazette No. 144/1946, each in the in the version in force); Federal Ministry of Finance (according, in particular, to §§ 43 to 47 of Federal Budget Law, Federal Law Gazette No. 213/1986, each in the version in force); to the European Union according to the provisions under Community Law.
- (2) Furthermore the project partners agree that the names and addresses of each of them, the purpose and the amount of the subsidy may be used by the MA in the framework of public relations measures concerning the CIP.

17. Language

- (1) The working language of the partnership shall be English.
- (2) This partnership 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.

18. Concluding provisions

- (1) Amendments and supplements to the present agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such. The LP shall notify to the MA and the JTS any amendment or supplement of the present agreement.
- (2) If any provision in this contract should be wholly or partly ineffective, the remaining provisions remain binding for the parties. In this case the parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.
- (3) In case of differences that are not ruled by this agreement, the parties agree to find a conjoint solution.
- (4) This agreement is governed by Austrian law.
- (5) The parties will make an effort to settle any disputes arising from this contract out of the court. In case an agreement cannot be made in due time, the parties

herewith agree that Feldkirch shall be the venue for all legal disputes arising from this contract.

(6) 9 copies will be made of this agreement; of which each party keeps one.

Name of LP: Entwicklungsverein Natur- und Kulturerbe Vorarlberg

Name of legal responsible: Mr. Rudolf Lerch

Place, Date:

Signature, Stamp:

Name of project participant: Autonome Provinz Bozen- Innovation, Forschung und Entwicklung

Name of legal responsible: Mr. Dr. Franz Schöpf

Place, Date:

Signature, Stamp:

Name of project participant: Chambre de Commerce et d'Industrie de Lyon

Place de la Bourse

F-69289 Lyon

Name of legal responsible: Jean-Paul Mauduy

Place, Date:

Signature, Stamp:

Name of project participant: Regione Piemonte, Assessorato alle Politiche Territoriali

Name of legal responsible: Mr. Franco Ferrero

Place, Date:

Signature, Stamp:

Name of project participant: Fachhochschule Rosenheim

Name of legal responsible: Mr. Heinrich Köster

Place, Date:

Signature, Stamp:

Name of project participant: Posoški razvojni
Name of legal responsible: Mr. Roman Medved
Place, Date:
Signature, Stamp:

Name of project participant: Energieagentur Judenburg-Knittelfeld-Murau
Name of legal responsible: Mr. Josef Bärnthaler
Place, Date:
Signature, Stamp:

Name of project participant: Tiroler Zukunftsstiftung
Name of legal responsible: Mr. Harald Gohm
Place, Date:
Signature, Stamp:

Name of project participant: Internationale Alpenschutzkommission, CIPRA
International
Name of legal responsible: Mr. Andreas Götz
Place, Date:
Signature, Stamp

Name of project participant: ITZ Innovations Transfer Zentralschweiz
Name of legal responsible: Willy Kuchler
Place, Date:
Signature, Stamp