



EUROPEAN COMMISSION

Executive Agency for Small and Medium-sized Enterprises (EASME)

COS-Art-7-001

## COOPERATION AGREEMENT UNDER ARTICLE 7 (COSME<sup>1</sup>)

**'Business Cooperation Centres' of the Enterprise Europe Network**

**Enterprise Europe Network - Brazil  
EEN Brazil  
Brazil**

**ID: (2014)3674576**

The Executive Agency for Small and Medium-sized Enterprises (EASME) (hereinafter referred to as "the Agency"), acting under powers delegated by the European Commission (hereinafter referred to as "the Commission"), and represented for the purposes of signature of this cooperation agreement (hereinafter referred to as "the agreement") by Mr José Puigpelat, Head of Unit, or his duly authorised representative,

of the one part,

and

**National Confederation of Industry  
Confederação Nacional da Indústria  
CNI  
SBN - Quadra 01 - Bloco C - Ed. Roberto Simonsen 12º andar  
70040-903 Brasília - DF  
Brazil**

hereinafter called "the co-ordinator", represented for the purposes of signature of the agreement by **Mr ANDRADE, Robson – President**

and the following "co-partners":

**National Service for Industrial Training  
Serviço Nacional de Aprendizagem Industrial  
SENAI  
SBN - Quadra 01 - Bloco C - Ed. Roberto Simonsen**

<sup>1</sup> The Programme for the competitiveness of enterprises and small and medium-sized enterprises (2014-2020), hereinafter referred to as COSME – see Regulation (EU) No 1287/2013 of the European Parliament and the Council of 11 December 2013 (Official Journal of the European Union 2013, L 347/33 of 20 December 2013).



**European  
Commission**  
Executive Agency for Small and  
Medium-sized Enterprises (EASME)



European  
Commission | Executive Agency for  
Small and Medium-sized Enterprises

*[Handwritten signature]*

**70040-903  
Brasília – DF  
Brazil**

represented for the purposes of signature of the agreement by **Mr ANDRADE, Robson – President of the council**

**Brazilian Institute of Information on Science and Technology  
Instituto Brasileiro de Informação em Ciência e Tecnologia  
IBICT  
SAS, Quadra 5, Lote 6, Bloco H, Sala 601  
70070-912 Brasília – DF  
Brazil**

represented for the purposes of signature of the agreement by **Ms LEITE, Cecília - Director**

collectively "the partners", and each individually identified as "partner" for purposes of the agreement where a provision applies without distinction to the co-ordinator or a co-partner.<sup>2</sup>

of the other part,

HAVE AGREED

To an action entitled **EEN Brazil** to be carried out in the framework of the agreement established between the parties according to the following provisions.

To the **Preamble**, the **Special Conditions**, the **General Conditions** and the **Annex** which form integral parts of the agreement.

The **Preamble** sets out the context of the agreement established between the parties in the field of services in support of business and innovation.

The **Special Conditions** and the **General Conditions** indicate the subject and duration of the agreement and the operational arrangements for the agreement.

The following document is annexed to the agreement:

**Annex I** Implementation Strategy

The terms of the Special Conditions, of which the Preamble forms an integral part, shall take precedence over those in the other parts of the agreement. The terms of the General Conditions shall take precedence over those in the Annex.

By signing the agreement, the parties accept its terms.

## **PREAMBLE**

Whereas the Enterprise Europe Network (hereinafter referred to as "the Network") is an important instrument of the European Commission to support the competitiveness and growth of small and medium-sized enterprises (SME);

Whereas the Network shall foster the development of internationally competitive companies and will stimulate their innovation capacities through technology transfer and international research collaboration;

<sup>2</sup> Each participating co-partner should sign the agreement itself on the last page.



Whereas the Agency is responsible for implementing part of the Regulation (EU) No 1287/2013 of the European Parliament and of the Council of 11 December establishing the EU programme for the Competitiveness of Enterprises and Small and Medium-sized Enterprises (2014 to 2020) (hereinafter referred to as "COSME regulation") and repealing Decision No 1639/2006/EC of the European Parliament and of the Council of 24 October 2006;

Whereas pursuant to Article 7 of the COSME regulation, entities established in third countries may participate. However, these entities shall not be entitled to receive Union financial contributions. The Agency shall support these Network partners by making available the appropriate coordination and operational support. Host organisations established in countries which are not participating in the programme may have the possibility to benefit from this coordination and operational support. The Agency and the Commission will refer to the partners participating in COSME under Article 7 as Enterprise Europe Network 'Business Cooperation Centres';

Whereas it is the aim of the agreement to encourage the provision of services to support cross-border business cooperation, technology transfer and research collaboration;

Whereas the agreement aims also at setting up relationships of cooperation on the basis of mutual benefit;

Whereas the development of typical Network services and the provision of Network databases and other tools shall fall within the scope of the agreement;

Whereas partners should provide services to the highest quality and to their best endeavours;

Whereas countries not participating in COSME will be invited to propose the establishment of a Network consortium on a self-financing basis.

Whereas in the case of countries not participating in COSME but associated with Horizon 2020<sup>3</sup> (hereinafter referred to as "H2020"), the aforementioned Network branch would be eligible for support subject to the terms of a separate grant agreement.

## **I - SPECIAL CONDITIONS**

### **ARTICLE I.1 - SUBJECT**

I.1.1 The agreement sets the terms and conditions which shall apply to the action entitled **EEN Brazil** ("the action") and which are hereby taken note of and agreed to by the partners. The action shall be pursued through the implementation of Annex I and annual work programmes.

I.1.2 All activities planned in Annex I and the annual work programmes need to target the European Union Single Market and/or associated countries participating in COSME under Article 6 of the COSME regulation. Activities such as brokerage events or company missions targeting third countries equally participating in COSME under Article 7 are not covered by this agreement.

### **ARTICLE I.2 - DURATION**

I.2.1 The agreement shall enter into force on the date when the last of the two parties signs.

I.2.2 The duration of the action shall be **6 years** from **1 January 2015** ("starting date of the action") ending not later than **31 December 2020**. If no notice is provided by either of



<sup>3</sup> Regulation (EU) No 1291/2013 of the European Parliament and of the Council of 11 December 2013 establishing Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020) and repealing Decision No 1982/2006/EC of the Council of 18 December 2006.



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the contracting parties at the latest by 30 November 2020, expressing a desire not to renew the agreement, it shall be extended for one more year, ending no later than 31 December 2021.

## ARTICLE I.3 – ROLE OF THE PARTNERS

### I.3.1 The partners:

- a) Shall have full responsibility for ensuring that their respective contribution to the action is implemented in accordance with the agreement.
- b) Shall agree upon appropriate arrangements between themselves for the proper performance of the action through the conclusion of an internal cooperation agreement regarding their internal operation and co-ordination. This internal cooperation agreement shall include all provisions necessary for the management of the partners and the implementation of the action.
- c) Shall support the integration of new or additional partners to the consortium upon recommendation by the Agency or upon invitation by the partners themselves.
- d) May identify further local business support organisations and/or stakeholders in the country with which the partners cooperate in order to better cover all regions of the country or to improve the service delivery. These local cooperation partners may contribute to the activities carried out by the partners but are not contractual members of the Enterprise Europe Network. They are not eligible for technical or operational support from the Agency. Deliverables and targets outlined in Annex I (implementation strategy) and the annual work programmes need to be exclusively achieved by the partners. It is recommended for Network partners to sign formal collaboration agreements specifying the exact terms of the cooperation and what contribution these organisation shall make to the project implementation. The Agency should be regularly informed about the local organisations with which the partners cooperate for the implementation of the action.

### I.3.2 The co-ordinator shall:

- a) Be the main intermediary for communication between the co-partners and the Agency in accordance with Article I.10. Any claims that the Agency might have in respect of the agreement shall be discussed with involvement of the co-ordinator, save where specifically stated otherwise in the agreement;
- b) Be responsible for supplying all documents and information to the Agency which may be required under the agreement. The co-ordinator shall not delegate any part of this task to the co-partners<sup>4</sup> or to any other party. Where information from the co-partners is required, the co-ordinator shall be responsible for obtaining and verifying this information and for passing it on to the Agency;
- c) Inform the co-partners of any event of which the co-ordinator is aware that is liable to substantially affect the implementation of the action.

### I.3.3 The co-partners<sup>5</sup> shall:

- a) Forward to the co-ordinator the data needed to draw up the reports and other documents provided for in the agreement;
- b) Ensure that all information to be provided to the Agency, in accordance with the

<sup>4</sup> Where applicable when co-partners form part of the consortium.  
<sup>5</sup> Where applicable when co-partners form part of the consortium.

agreement, is validated by the co-ordinator, save where the agreement specifically stipulates otherwise;

- c) Inform the co-ordinator immediately of any event liable to substantially affect or delay the implementation of the action of which they are aware.

#### I.3.4 The Agency shall:

- a) Inform the coordinator and co-partners about the tools and services made available to, or to be acquired by, the partners in order to adequately fulfil the activities outlined in the Annex I and the annual work programmes;
- b) Animate the network: provide partners with technical assistance on communications matters and contribute towards the visibility;
- c) Provide access to the Network's intranet website, databases and other online services;
- d) Provide technical assistance for the effective use of Network tools, databases and communications systems;
- e) Authorise the partners, at their own expense, to participate in training sessions and working or sector group meetings organised for the network.

### ARTICLE I.4 – OBJECTIVE OF THE ACTION AND SCOPE OF ACTIVITIES

I.4.1 The main objective of the partners will be to establish sustainable commercial, technological and research related partnerships between European small and medium sized enterprises and companies in their countries fostering economic growth and employment.

I.4.2 In order to achieve the above objectives, the partners will provide cross-border partnership services for business cooperation, technology transfer and research. The partners therefore shall:

- a) (co-)organise brokerage events at important fairs in third countries and/or the EU and facilitate matchmaking meetings (b2b meetings) with European companies;
- b) (co-)organise company missions together with European Network partners with dedicated business-to-business (b2b) meetings;
- c) generate business, technology and research related partnership proposals from clients to be disseminated to European companies using the Network's database;
- d) disseminate business, technology and research related partnership proposals from European companies to local clients using Network's database;
- e) answer questions related to the Network's partnership process and in this regard exchange market access information with European Network partners;
- f) participate regularly in Network events such as annual conference, sector and working groups of the Network, steering & advisory group meetings or any other meetings fostering collaboration with EU partners;
- g) take part in training sessions and build up the necessary operational capacity to effectively use Network's intranet, communication tools and partnering databases as well as to organise brokerage events & company missions conforming to the principles of the Network's partnership process;
- h) promote the service offer of the Network systematically to local company clients as well as to other departments of the host structure incl. management and executive board members;



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- i) set up a website in the local language applying the official visual identity of the Network. The website must comprise information on the network services, partnership proposals contained in the Network database and contact address. Alternatively, partners should create a section on the host structure website covering the above mentioned information;
- j) contribute to additional activities in line with the action if human and financial resources are available and there exists a clear mutual benefit for enterprises situated in the European Union and the respective third country (e.g. joint organisation of b2b events on the occasion of the EU initiative 'Missions for Growth', etc.).

The partners may only provide Network services to companies registered within the internationally recognised borders of the country they cover<sup>6</sup>. All Network services and activities related to the given country must take place within these internationally recognised borders.

## **ARTICLE I.5 – FINANCIAL AND HUMAN RESOURCES REQUIRED FOR ENTERPRISE EUROPE NETWORK ACTIVITIES**

Pursuant to Article 7(2) of the COSME regulation, entities referred to in Article 7(1) of the COSME regulation shall not be entitled to receive financial contributions from the Agency. The partners themselves must secure the required financial and human resources to implement the activities planned in the work programme.

With the signature of the agreement, partners assure to have the necessary funding to successfully implement the planned activities from the organisations' own budget. Alternatively, partners may seek funding from regional and/or national governmental budgetary authorities sponsoring Network activities.

In order to ensure sufficient human resources to successfully implement Network activities, each partner in the consortium shall:

- a) assign at least one dedicated Enterprise Europe Network project manager dealing with daily operational issues and acting as official contact person for the Agency and other European partners. The contact details of the project manager have to be visible in the Network's official staff directory at all times and shall be published by the Agency on the public Enterprise Europe Network website;
- b) nominate at least one more staff member acting as back up and ensuring that the knowledge and expertise acquired about the Network is not lost in case of staff changes;
- c) make available additional staff in peak periods, e.g. for the organisation of brokerage events, company missions, etc.

## **ARTICLE I.6 – ANNUAL REPORTING AND WORK PROGRAMMES CONSULTATION**

I.6.1 The action is divided into *yearly* reporting periods.

I.6.2 The Agency will consult partners on annual work programmes including targets for related performance indicators. These annual work programmes need to be in line with implementation strategy outlined in Annex I of the agreement. If this is not the case, the Agency reserves the right to request a revised work programme. Partners who do not submit a work programme, submit a work programme after the given deadline, or fail to submit a work programme in line with Annex I, do not fulfil the obligations incumbent on them under the terms of the agreement.

<sup>6</sup> See also guidelines on the eligibility of Israeli entities: [http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.C\\_.2013.205.01.0009.01.ENG](http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.C_.2013.205.01.0009.01.ENG)



- I.6.3 Yearly activity reports need to be submitted by the co-ordinator and co-partners in a timely manner and in accordance with the deadlines set by the Agency. Further to these yearly reports, partners will receive feedback as to whether the Agency judges the activities carried out to be in line with the agreed work programme. Partners who do not submit an annual activity report - or not within the given deadline - do not fulfil the obligations incumbent on them under the terms of the agreement.
- I.6.4 The comparison of the annual activity report with the agreed work programme will form the basis for the assessment of the performance and whether partners have fulfilled their contractual obligations. Partners, who *repeatedly* fail to reach the agreed targets, do not fulfil the obligations incumbent on them under the terms of the agreement.
- I.6.5 The content of the work programme consultation and activity reports shall conform to the instructions published by the Agency.
- I.6.6 In particular cases where quality and/or performance issues were identified, the partners agree to welcome Agency staff and/or European Network partners to their premises to verify the internal working procedures and to come up with recommendations how to further improve the project implementation.

#### **ARTICLE 1.7 – ADOPTION OF THE ENTERPRISE EUROPE NETWORK 'CODE OF CONDUCT'**

The Enterprise Europe Network constitutes a 'network of excellence'. All Network partners perform to the highest quality standards, both in terms of their delivery of services to client companies and in terms of their compliance with internal procedures and workflows of the Network.

With the signature of the agreement, the partners commit to operate with the same core values, to apply the same operational principles and to abide by the quality principles with regard to relationships within the Network and with clients of the Network. Partners who grossly violate the Network's 'Code of Conduct' do not fulfil the obligations incumbent on them under the terms of the agreement.

Providing a professional Network service, partners shall:

- a) assign staff with the qualification and experience required to efficiently deliver the Network's services to their clients;
- b) endeavour to continuously update and improve the skills of individual staff members to help enhance the knowledge and expertise of the Network overall;
- c) provide the same quality of service to clients of other Network partners as they would to their own clients;
- d) follow agreed Network processes and procedures at all times;
- e) respect mutually established deadlines and be accountable for agreed measures and rules of the Network;
- f) be realistic in the level of support they can offer to another Network partner and communicate any difficulties that arise in delivering this support.

Acting as cooperative and loyal member of the Network, partners shall:

- a) make the Network aware of areas of expertise, through Network tools or otherwise, and be prepared to use this expertise when assistance is requested from another Network partner;
- b) share a common vision, aims and values to enhance the commitment, enthusiasm and effectiveness of the Network;
- c) allow Network partners to learn from each other and share good practice;
- d) build up and maintain relations with other Network partners, particularly in European countries;



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- e) respond to messages, enquiries and requests from European Network partners promptly and comprehensively within maximum five working days.

Putting clients' interests first, partners shall:

- a) deliver on all promises in terms of realistic services offered;
- b) ensure that all clients have access to appropriate Network services;
- c) acknowledge receipt of messages within a reasonable time limit;
- d) provide a response to the client;
- e) keep the client informed of the progress of their request.

Being open and transparent on Network services, partners shall:

- a) draw attention to the benefits of the Network, but prepare the client for both a positive and a negative result;
- b) manage expectations with regard to the length of time required to collect comprehensive and good quality information from the Network;
- c) establish the terms of the two-way relationship between the Network partner and the client with regard to limits of the intervention, communication of preliminary information from the client, possible costs for the client and anticipated response times.

Keeping in regular contact with other Network members in the country, partners shall:

- a) develop a strong and cooperative relationship with all national Network partners;
- b) be aware of the strengths and expertise of their fellow national partners;
- c) commit to establish and maintain suitable communication at national level, taking into account each country's specificities.

## **ARTICLE I.8 – USE OF THE ENTERPRISE EUROPE NETWORK SERVICE MARK**

- I.8.1 The Network's visual identity and its characteristic logo are the property of the Agency. The Agency shall allow the partners to use it free of charge for the term of this contract. Partners commit themselves to follow the instructions and guidance notes published by the Agency.
- I.8.2 The coordinator shall ensure that the partners use the logo for all Network activities. Promotion and information products bearing the logo must only contain information which is useful to SMEs, in accordance with the policies and interests of the European Union, and meet the objectives of this agreement.
- I.8.3 The partners may not assign the use of the Network's visual identity and its characteristic logo to other organisations not part of this agreement without prior authorisation of the Agency. The partners shall inform the Agency without delay of any improper use of the logo by third parties in their countries.

## **ARTICLE I.9 - GENERAL ADMINISTRATIVE PROVISIONS**

- I.9.1. Any communication in connection with the agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following addresses:

For the Agency:

European Commission  
Executive Agency for Small and Medium-sized Enterprises (EASME)  
Mr José Puigpelat  
Head of Unit COSME A.1  
Office 11/148  
COV 2 Covent Garden  
B-1049 Brussels



Belgium

Ordinary mail shall be considered to have been received by the Agency on the date on which it is formally registered by the Agency unit responsible referred to above.

For the co-ordinator:

**Mr BONOMO, Diego**  
**Executive Manager, Foreign Trade Unit**  
**National Confederation of Industry**  
**Confederação Nacional da Indústria - CNI**  
**SBN - Quadra 01 - Bloco C - Ed. Roberto Simonsen 12º andar**  
**70040-903 Brasília - DF**  
**Brazil**

- I.9.2 Any communication from the Agency to the partners and vice versa should be made via the co-ordinator, save where specifically indicated otherwise in the agreement. This does not exclude direct contacts between the Agency and co-partners. In case of such direct contacts, the co-ordinator should always be informed and/or kept in copy.

#### **ARTICLE I.10 - LAW APPLICABLE AND COMPETENT COURT**

The agreement is governed by the European Union law applicable and, on a secondary level, by the law of Belgium.

Where the partner is legally established in a country other than a Member State of the European Union (the 'non EU partner'), the Commission and/or the non EU partner may bring before the Belgian Courts any dispute between the Union and the non EU partner concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. In such case where one party (i.e. the Commission or the non EU partner) has brought proceedings before the Belgian Courts concerning the interpretation, application or validity of the Agreement, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Belgian Courts already seized.

#### **ARTICLE I.11 - DATA PROTECTION**

##### **I.11.2 Processing of personal data by the Agency**

All personal data contained in the agreement, or related to this agreement and its implementation, shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the European Union institutions and bodies and on the free movement of such data<sup>7</sup>. Such data shall be processed solely in connection with the implementation and follow-up of the agreement by the Agency, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with European Union legislation. The Partners give their approval to be signed up to the Network's communication platform and to receive email alerts on contractual and operational issues related to the implementation of the Enterprise Europe Network project.

##### **I.11.2 Processing of personal data by the partners**

The partners must process personal data under this Agreement in compliance with the applicable EU and national law on data protection (including authorisations or notification requirements). The partners may grant their Network staff access only to data that is strictly necessary for implementing, managing and monitoring of those agreements. The partners must inform the person whose personal data are collected and processed either by the partner



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itself, by the Agency or the Commission. For this purpose, they must provide them with the privacy statement, before transmitting their data to the Agency or the Commission. This applies the same way for personal data of staff, clients, partners, contractors or other persons.

## **ARTICLE I.12 – EQUALITY OF CONDITIONS**

The partners to the agreement shall provide services and cooperate with European Network members and companies under the same conditions with which they provide them to their local SMEs.

For brokerage events or company missions organised by the partners in third countries, companies and/or Network members from the European Union or operating in the Network under Article 6 of COSME shall pay the normal registration fees applicable to any participant. The partners *may not* charge additional fees for other services related to the organisation of brokerage events or company missions.

As a general rule, the partners may neither charge any fees to European Network members nor to EU companies for the services delivered that are part of the common set of activities of the Enterprise Europe Network as described in the agreement under Article I.4 Objective of the action and scope of activities.

## **II -GENERAL CONDITIONS**

### **ARTICLE II.1 – UNDERTAKINGS BY THE PARTNERS**

By signing the agreement, the partners undertake to:

- Respect the common general objectives, as mentioned in the preamble;
- Fulfil the obligations stipulated in the agreement and under Annex I (implementation strategy);
- Do everything in their power to realise the common general objectives outlined in the agreement;
- Regularly communicate to the Agency information in its possession pertaining to matters of common interest falling within the scope of the agreement;

### **ARTICLE II.2 – LIABILITY**

II.2.1 The partners shall have sole responsibility for complying with any legal obligations incumbent on them.

II.2.2 The Commission or the Agency shall not, in any circumstances or on any grounds, be held liable in the event of a claim under agreements relating to any damage caused during the execution of the action. Consequently, the Commission and the Agency will not entertain any request for indemnity or reimbursement accompanying any such claim.

II.2.3 Except in cases of *force majeure*, the partners shall make good any damage sustained by the Agency as a result of the execution or faulty execution of the action.

II.2.4 The partners shall assume sole liability towards third parties, including for damage of any kind sustained by them while the action is being carried out.

### **ARTICLE II.3 – CONFLICTS OF INTEREST**

The partners undertake to take all the necessary measures to prevent any risk of conflict of interest which could affect the impartial and objective performance of the agreement. Such



conflict of interests could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or emotional reasons, or any other common interests.

Any situation constituting or likely to lead to a conflict of interest during the implementation of the agreement must be brought to the attention of the Agency, in writing, without delay. The partners shall undertake to take whatever steps are necessary to rectify this situation without delay. The Agency may request information on which measures have been taken with a view to ensuring that the measures taken are appropriate. The Agency reserves the right to instruct the partner to take additional measures, and a timeframe for doing so, if it deems it necessary.

#### **ARTICLE II.4 – OWNERSHIP/USE OF THE RESULTS**

- II.4.1 Unless stipulated otherwise ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it shall be vested in the partners.
- II.4.2 Without prejudice to paragraph 1, the partners grant the Agency the right to make free use of the results of the action as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

#### **ARTICLE II.5 – CONFIDENTIALITY**

The Agency and the partners undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the expiry date of the agreement.

#### **ARTICLE II.6 – PUBLICITY**

- II.6.1 Any communication or publication by the partners, in any form and medium, shall indicate that sole responsibility lies with the author and that the Agency is not responsible for any use that may be made of the information contained therein.
- II.6.2 The partners authorise the Agency to publish the following information in any form and medium, including via the Internet:
- a) The partners' name and address,
  - b) The subject and purpose of the agreement,
  - c) The good practices and success stories achieved,
  - d) The main general performance indicators (such as the number of partnership agreements achieved or number of brokerage events organised).

Upon a reasoned and duly substantiated request by the partners, the Agency may agree to forgo such publicity if disclosure of the information indicated above would risk compromising the partner's security or prejudicing his commercial interests.

#### **ARTICLE II.7 – EVALUATION**

Whenever the Commission carries out an interim or final evaluation of the action's impact measured against the objectives of the Union programme concerned, the co-ordinator with the support of the co-partners undertake to make available to the Commission and/or persons authorised by it all such documents or information as will allow the evaluation to be successfully completed.



## **ARTICLE II.8 – SUSPENSION**

II.8.1 The partners may suspend implementation of the action if exceptional circumstances make this impossible or excessively difficult, notably in the event of force majeure. They shall inform the Agency without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

If the Agency does not terminate the agreement under Article II.11, paragraph 3, the partners shall resume implementation once circumstances allow and shall inform the Agency accordingly.

II.8.3 The Agency reserves the right to suspend the implementation of the action at any time if exceptional political, economic or societal circumstances should make cooperation excessively difficult. Such circumstances might include situations of civil war in the country of the partners and/or systematic violations of human rights and international law by national authorities. Or, if Network services and activities related to the given country do not take place within internationally recognised borders.

Following the period of suspension the Agency reserves the right to terminate the grant agreement in application of Article II.11 or to resume the action should the exceptional circumstance no longer apply.

## **ARTICLE II.9 – FORCE MAJEURE**

II.9.1 Force majeure shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the agreement, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to force majeure), labour disputes, strikes or financial difficulties cannot be invoked as force majeure by the defaulting party.

II.9.2 A party faced with force majeure shall inform the other party without delay by registered letter with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects.

II.9.3 Neither of the parties shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by force majeure. The parties shall make every effort to minimise any damage due to force majeure.

II.9.4 Actions under way may be suspended in accordance with Article II.8.

## **ARTICLE II.10 – ASSIGNMENT**

Claims against the Agency may not be transferred.

In exceptional circumstances, where the situation warrants it, the Agency may authorise the assignment to a third party of the agreement following a written request to that effect, giving reasons, from the partners. If the Agency agrees, it must make its agreement known in writing before the proposed assignment takes place. In the absence of the above authorisation, or in the event of failure to observe the terms thereof, the assignment shall not be enforceable against and shall have no effect on the Agency.

In no circumstances shall such an assignment release the partners from their obligations to the Agency.

## **ARTICLE II.11 – TERMINATION**

II.11.1 Termination by the co-ordinator



In duly justified cases, the co-ordinator, in agreement with the co-partners, may terminate the agreement at any time by giving 30 calendar days' written notice. Where they avail themselves of that right, they must undertake to complete the implementation of any cooperation agreement which has entered into force before the date when termination of the agreement takes effect.

#### **II.11.2 Termination of the participation of a partner**

In duly justified cases, a partner may terminate his participation to the agreement at any time by giving 30 calendar days' written notice.

The request should be addressed to the Agency by the co-ordinator on behalf of the concerned partner. The co-ordinator shall include with any such request to the Agency the remaining partners' proposal to reallocate the tasks of that partner or where relevant to nominate a replacement.

The termination of the participation of the partner concerned shall take effect on the date of the Agency's approval. A written amendment to the cooperation agreement shall be concluded between both parties to adapt the action to the new implementing conditions resulting from the partial termination.

#### **II.11.3 Termination by the Agency**

The Agency may decide to terminate the cooperation agreement or the participation of a partner to the agreement in the process of being implemented, without any indemnity on its part, in the following circumstances:

- a) In the event of a legal, financial, technical, organisational or auditing change in the partners' or partner's situation that is liable to substantially affect the agreement;
- b) If one or several partners fail to fulfil one or more obligations incumbent on them under the terms of this cooperation agreement including Annex I and the preamble to the agreement;
- c) In the event of force majeure, notified in accordance with Article II.9, or if the action has been suspended as a result of exceptional circumstances, notified in accordance with Article II.8;
- d) If one or several partners are declared bankrupt, being wound up or is the subject of any other similar proceedings;
- e) If one or several partners are found guilty of an offence involving his professional conduct by a judgment having the force of *res judicata* or if it or they are guilty of grave professional misconduct proven by any justified means;
- f) If one or several partners are guilty of misrepresentation or submit reports inconsistent with reality;

#### **II.11.4 Termination procedure**

The procedure is initiated by registered letter with advice of delivery or equivalent. The co-ordinator shall ensure that all partners are duly informed.

The Agency shall first send an initiation of the termination procedure and shall allow the partner to submit observations within 30 days.

Following the receipt of the reasons, or in case that no statement of reasons has been received following a reminder, the Agency may terminate the agreement with a short notice.



## II.11.5 Automatic termination upon entry into force of a COSME Framework Partnership Agreement

If the national government of a given country signs a Memorandum of Understanding with the European Commission for being associated to COSME under Article 6 within the duration of this Cooperation Agreement, organisations from the country shall be invited to respond to an open call for proposals, which may lead to the signature of a Framework Partnership Agreement with successful the applicant(s) selected by the evaluation committee. In this event, this Cooperation Agreement will expire as soon as the Framework Partnership Agreement with the selected applicant(s) will enter into force.

## II.11.6 Effects of termination

For countries not participating in COSME but associated with Horizon 2020 and where the aforementioned Network branch has signed a separate H2020 grant agreement, the termination of the present Cooperation Agreement will have the effect of also terminating the H2020 grant agreement, in accordance with the provision of that agreement<sup>8</sup>.

## ARTICLE II.12 – SUPPLEMENTARY AGREEMENTS

II.12.1 Any amendment to the agreement must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.

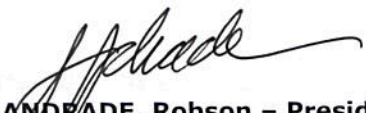
II.12.2 The supplementary agreement may not have the purpose or the effect of making changes to the agreement which might call into question the decision awarding the agreement or result in unequal treatment of applicants for cooperation agreements.

II.12.3 If the request for amendment is made by the co-ordinator, in agreement with the co-partners, it must send it to the Agency in good time before it is due to take effect.


## SIGNATURES

For the co-ordinator


CNI

  
**Mr ANDRADE, Robson – President**  
Brasília, 03.02.2015  
(Place & date)

For the Agency

  
**José Puigpelat, Head of Unit**  
Brussels, 22.12.2014  
(Place & date)

SENAI

  
**Mr ANDRADE, Robson – President**  
Brasília, 03.02.2015  
(Place & date)

IBICT

  
**Ms LEITE, Cecília – Director**  
  
(Place & date)

<sup>8</sup> See Commission Implementing Decision C(2013) 8631 final of 10 December 2013 adopting the 2014-2015 work programme in the framework of the Specific Programme Implementing Horizon 2020 – The Framework Programme for Research and Innovation (2014-2020) – 7. Innovation in SMEs: Establishing services “Enhancing the innovation management capacity of SMEs” in the Enterprise Europe Network, last modified by European Commission Decision C (2014)4995 of 22 July 2014.