Draft / Template on Smart Re-use Park **Collaboration Agreetment**

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Task description

This draft/template can be used to establish FUA-specific collaboration agreements in order to implement a Smart Re-Use Park.

**Collaboration Agreement**

between the regional collaborative partners for the implementation of a Smart Re-Use Park in the FUA of XY

The following agreement shall be made between:

Name of Institution, Street, Postcode, City, represented by … (Partner 1)

Name of Institution, Street, Postcode, City, represented by … (Partner 2)

Name of Institution, Street, Postcode, City, represented by … (Partner 3)

Name of Institution, Street, Postcode, City, represented by … (Partner 4)

Name of Institution, Street, Postcode, City, represented by … (Partner 5)

Name of Institution, Street, Postcode, City, represented by … (Partner 6)

Name of Institution, Street, Postcode, City, represented by … (Partner 7)

…

**Preamble**

In order to create more liveable places in Central Europe all available re-use based actors and activities in the Functional Urban Area of XY shall be linked together in a Smart Re-Use Park. The collaboration strengthens and fosters the goal of prolonging product life time and sustainable consumption behaviours.

The added value of these actions is reflected in all dimensions of sustainability**.**

a) **Environmental Dimension**: By reusing, and consequently extending the lifetime of used products, junk and other goods, natural resources are conserved and the impact on the environment is sustainably reduced.

b) **Social Dimension:** Jobs are created for socially disadvantaged persons presenting new opportunities for them in collecting, processing and selling re-used products

c) **Economic Dimension:** By setting up the Re-Use business segment, regional value added is increased.

**§ 1 Object of the Collaboration**

The purpose of the collaboration agreement is to stipulate binding and sustainable principles, rules and synergies for the collaborative work, as well as, the further development of content within the framework of implementing the Smart Re-Use Park XY.

**§ 2 Scope of Performance**

(1) The collaborative partners will support each other in achieving the project targets and exchange results among each other, so that they can be disseminated and replicated. All partners will inform each other about all processes which are of interest for their work.

(2) In principle, the work is based on quality standards concerning obligations, responsibilities and measures for achieving the targets stipulated in the project.

(3) The partners’ duties and responsibilities include:

|  |  |  |
| --- | --- | --- |
| Name of partner | Responsible person | Description of duty and responsibility |
|  |  |  |
|  |  |  |
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**§ 3 Commencement, Duration, Termination**

(1) The Collaboration Agreement will enter into force from the date on which it has been signed by all partners.

(2) The duration of the Collaboration Agreement is fixed for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(3) A collaborative partner may withdraw from the Collaboration Agreement within a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ months, as of the first day of each month and terminate the agreement accordingly.

(4) The termination of the agreement may also be effected in accordance with clause § 12.

**§ 4 Costs and Funding**

(1) The costs incurred in the course of the joint collaboration for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ are determined as follows:

(2) Financial Reports are prepared in accordance with:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**§ 5 Rights and Duties of the Collaboration Partners**

(1) The collaborative partners will commit themselves to an annual/half-yearly/monthly exchange of information.

(2) The following further obligations will be agreed upon:

- keeping deadlines

- completion of jointly agreed upon work

- compliance according to agreed quality standards and transparent

calculations for all partners

**§ 6 Change in Collaboration Partners**

(1) The appointment of new collaboration partners requires the unanimous approval of all partners of this agreement.

(2) The prerequisite for the admission of a new partner is his/her willingness to fully accept the provisions of this agreement.

(3) Collaboration partners are permitted to terminate their collaborative work only in the event of force majeure.

**§ 7 Liability and Warranty**

(1) Collaboration partners are liable for any damages they may cause during the execution of this agreement.

(2) Claims for damages against the partners due to delay, breach of duty or tort are excluded, unless they are based on intent or gross negligence.

**§ 8 Non-Compete Clause**

The collaboration is based on mutual trust among the individual partners. Trust must be built, and at the same time, common rules and clear agreements must be the basis from the onset. Above all, these refer to the non-compete clause, regulations regarding poaching customers and employees, as well as, the confidential handling of information and documents of the collaborative work and partner companies.

**§ 9 Exclusion of a Collaboration Partner**

(1) A partner can be excluded from the collaboration with immediate effect for a good cause, which makes the continuation of the collaborative relationship deemed unreasonable for the other partners.

(2) The exclusion of a party can occur for the following good reasons:

1. a serious breach of obligations, in particular, fiduciary duty
2. damaging behaviour towards other partners
3. serious breaches of trust
4. if a partner is declared bankrupt, or insolvency proceedings have been initiated, or rejected due to insufficient funds to cover the cost of the proceedings.

(3) In addition to a good reason, all partners must agree unanimously upon the exclusion of this partner.

**§ 10 Conflicts**

(1) In the event of a dispute between the partners about (i) the implementation or interpretation of this Collaboration Agreement; or (ii) the effectiveness of dispute resolutions must be determined by means of mediation prior to bringing actions before court or an arbitral tribunal, in which all cooperation partners must be involved.

(2) In the event that the parties do not agree on a mediator, the latter shall determine the scope of the mediation order and, in consultation with the mediator, the terms of the mediation contract.

(3) The costs of mediation will be borne by all collaboration partners.

(4) Before mediation is carried out, or during the mediation period, legal action may not be taken, unless there is a threat of statute of limitations; this is always the case if there is a period of less than six months between the time the dispute arises and the imminent commencement of the statute of limitations. In addition, each collaboration partner shall be entitled to withdraw from the mediation after two months have elapsed since the appointment of the mediator, and shall then be entitled to initiate legal action.

**§ 11 Jurisdiction**

(1) The collaboration partners shall endeavour to ensure that any disputes that may arise will be resolved out of court.

(2) In the event that an agreement is not reached within a reasonable period of time, as in the case of the above-mentioned mediation, then the contracting parties appoint the court \_\_\_\_\_\_\_\_\_\_\_\_\_ as the place of jurisdiction to settle the dispute.

(3) The law of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall exclusively apply between the collaboration partners.

**§ 12 Final Provisions**

(1) Amendments and modifications to this agreement must be made in writing in order to be legally binding.

(2) In the event that individual clauses of this agreement are wholly or partly invalid, the remaining clauses shall nevertheless remain binding. In this case, the collaboration partners shall commit themselves to replace the ineffective clause with a provision that corresponds as closely as possible to serving the intended purpose.

(3) This agreement shall be drawn up in <number> copies, of which each collaboration partner shall receive one copy. A copy of the signed agreement shall also be sent to the following partners / institutions / cities / communities and others \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signatures:**

Collaboration Partner 1 represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

…………………………………………………… ……………………………………………

Signature Place, Date

Collaboration Partner 2 represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

…………………………………………………… ……………………………………………

Signature Place, Date

Collaboration Partner 3 represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

…………………………………………………… ……………………………………………

Signature Place, Date

Collaboration Partner 4 represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signature Place, Date

Collaboration Partner 5 represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

…………………………………………………… ……………………………………………

Signature Place, Date