



ACCESSION AGREEMENT

In Llanera (Asturias), August 2nd 2018

SOCIEDAD DE PROMOCIÓN EXTERIOR PRINCIPADO DE ASTURIAS, S.A.		Entity short name		ASTUREX	
organised and existing under the laws of Spain		SPAIN		with its registered office at Registro Mercantil de Asturias	
PARQUE TECNOLÓGICO DE ASTURIAS, EDIFICIO CEEI - CP 33428 - Llanera (Asturias) - Spain					
and with VAT number	A-74159500	represented by	Mrs. Mª Teresa Vigón Arvizu		
and wanting to become member of the ELAN Network led by TECNALIA in capacity of General Director				ELAN Network Member	

hereinafter, "Accessing member", applies to become a full member of the "European and Latin American self-sustainable innovative cooperation Network (ELAN)", hereinafter referred to as "ELAN Network".

WHEREAS

- I. The ELAN Network was created with European Commission Funding under the Directorate General International Cooperation and Development within the Project entitled "European and Latin American Business Services and Innovation Network (ELAN) - Component Two", hereinafter "the Project", whose start date is the 19th January 2015, and is coordinated by FUNDACIÓN TECNALIA RESEARCH & INNOVATION.
- II. The present Accession Application Form constitutes the binding document to become an ELAN Network Member, and refers overall to the "ELAN Network Guidelines and Procedures", which describes the ELAN Network, commitments acquired by its members, and establish the rules of procedure.
- III. The entities who want to become members of the ELAN Network shall sign the present Accession Application Form, which will be evaluated by the Membership Committee of the ELAN Network.

A. PURPOSE

The main purposes of this Accession Agreement are the following:

1. To become a member of the ELAN Network.
2. To settle the commitments that shall be carried out by the members of the ELAN Network.



ELAN
European and Latin American
Technology based Business Network



3. To be aware of the breaches that may cause the termination of the ELAN Network membership.

B. COMMITMENTS ACQUIRED BY THE ACCESSING MEMBER

The Accessing Member shall respect all the commitments described in the “ELAN Network Guidelines and Procedures” document, in particular Section 4, as well as execute the activities detailed in Section 6.

C. TERM OF THE ACCESSION

The Accessing Member shall become a member of the ELAN Network upon signature of the present Accession Agreement, having already received the Approval Confirmation of the ELAN Network Membership Committee.

The Accessing Member hereby declares that is aware that its membership condition shall terminate in case of any of the situations described in Section 8 of the “ELAN Network Guidelines and Procedures” document.

And to that extent, I hereby declare that I have read and agreed with the content of this Accession Application Form and the “ELAN Network Guidelines and Procedures” document.

SIGNATURE

The Accessing Member has caused this Accession Agreement to be duly signed by the undersigned authorised representative in the day and year first above written.

ASTVR ex
SOCIEDAD DE PROMOCIÓN EXTERIOR PRINCIPADO DE ASTURIAS, S.A.

Mrs. Mª Teresa Vigón Arvizu

General Director

ELAN NETWORK

GUIDELINES AND PROCEDURES

SECTION 1: INTRODUCTION

- 1.1. The ELAN Network was created as a result of a EuropeAid funded project entitled “European and Latin American Business Services and Innovation Network (ELAN) – Component Two”, hereinafter “the Project”, whose start date was the 19th January 2015, and is coordinated by FUNDACIÓN TECNALIA RESEARCH & INNOVATION”, hereinafter “TECNALIA”.
- 1.2. The Project pursues the creation of the ELAN Network in order to:
 - Promote the generation of technology based business opportunities (TBBO) between European and Latin American SMEs.
 - Generate sustainable collaboration initiatives among research and innovation (R&I) actors, in which knowledge is transformed into equitable socio-economic development.
 - Share knowledge and generate technology transfer, in particular in areas aligned with European applied research.
- 1.3. TECNALIA is the Coordinator of the ELAN Network until the 18th January 2018.
- 1.4. The ELAN Network activity is especially focused on (but not restricted to) specific areas, in particular:
 - Renewable energies.
 - Biotechnology and the Bio economy.
 - Environmental technologies.
 - Health.
 - Information and Communication Technologies (ICT).
 - Nanotechnologies.
 - New materials.
- 1.5. The ELAN Network will incorporate new members over the duration of the Project as well as after the Project termination. To become a member of the ELAN Network, candidates should apply via the Accession Agreement, see Annex 4, the candidacy will be evaluated by the Membership Committee and if approved, the candidate will be duly informed.
- 1.6. The ELAN Network member list as of June 2015 can be consulted on the website www.elannetwork.org. This list shall be updated according to the new accessions and exits.

SECTION 2: PURPOSE

- 2.1. The purpose of the present document is to describe the ELAN Network, commitments accepted by its members, and to establish the rules of the Network.

SECTION 3: ELAN NETWORK DESCRIPTION

- 3.1. The ELAN Network is a space for collaboration, co-generation and development of technology based business opportunities between Europe and Latin America.

- 3.2. It brings together key European and Latin American research and innovation actors (R&I), who promote technology based transformation processes and economic growth, in order to:
- Promote the generation of technology based business opportunities between European and Latin American SMEs, enhancing R&D results with a business model that responds to market demands.
 - Promote the exchange of knowledge, technology transfer and co-creation processes to foster the generation of links between SMEs.
 - Accompany innovative SMEs in their efforts to transfer technology to new geographical markets, helping members find the right partners for their TBBO, including financial partners
- 3.3. ELAN Network is a network of partners...
- Whose organisational mission is aligned with the goals of ELAN Network, i.e. generating TBBOs and creating the right context for these to mature and grow
 - Whose track record proves they are one of the most proactive agents in their ecosystem
 - Who understand the importance of focussing technology on solving or generating a market need and what it takes to make a TBBO grow successfully
 - Who are active, participative, proactive and generous about generating TBBOs and strengthening the ELAN Network itself
 - Who are interested in improving as a support organisation and learning from others, as well as helping others to grow
 - Who are determined to make an impact
- 3.4. ELAN Network coordination in Latin American countries is carried out by Country Coordinators, who ensure the coherent and cohesive organisation of activities and events within a given country.

SECTION 4: MEMBER TYPES

- 4.1. The ELAN Network is composed of intermediary organisations that support SMEs in the development of TBBOs between EU and LA.
- 4.2. Members can be of several types, as follows:
- Knowledge and technology based organisations with an ability and interest in identifying the best ideas, in order to transform them into business.
 - Public sector actors, drivers of the innovation ecosystem in their territories and owners of programmes and policies that support the generation of business opportunities.
 - Organisations that promote entrepreneurship, and are committed to finding the best technological opportunities to generate business.
 - Business support organisations that work with SMEs committed to innovation.

SECTION 5: MEMBER COMMITMENTS

- 5.1. Members are committed to proactively collaborating with other members in order to generate TBBOs between EU and LA.
- 5.2. Members believe that in order for business opportunities to be successful, a win-win context must be generated, where sharing and co-creating are cornerstones, and are committed to creating this environment among members and with the SMEs involved.
- 5.3. Each member is responsible for their own participation in the ELAN Network.

- 5.4. Members are open to learning and responsible of their own capacity building for the benefit of the network purpose.
- 5.5. Members support one another in their growth and development, by sharing best practices and success cases. Members value ideas and support from other members and are happy to recognise support given by others.
- 5.6. Members contribute to the promotion of clear and transparent communication within the ELAN Network.
- 5.7. Members will respect and support the role of Country Coordinator and work in a coordinated manner when organising or participating in activities carried out within the scope of the ELAN Network objectives.
- 5.8. Members attract participants to network events and technical missions in coordination with the corresponding Event Organiser and Technical Mission Organiser.
- 5.9. Members actively participate in supporting the identification and development of TBBOs and offer support to companies partaking in these TBBOs
- 5.10. Members participate in networking and dissemination activities.
- 5.11. Members do not represent the ELAN Network in any way and may not enter into any agreements or make commitments on behalf of the ELAN Network.
- 5.12. Members will respect ELAN Network Communication and Visibility Guidelines in any communication about the Network
- 5.13. Members will respect the confidentiality guidelines according to Section 9 of this document.

SECTION 6: MEMBER PARTICIPATION

- 6.1. The ELAN Network aims to be a network of active members with a high degree of involvement and proactivity. Therefore, a mechanism has been developed to evaluate members' activity, which includes a Scorecard to evaluate members' activity yearly by means of the following scores:

ACTIVITY	SELECTION
1. Attend an Event/Technical Mission organised in your own country	1 point
2. Attend an Event/Technical Mission organised in your Continent excluding your country	3 points
3. Attend an Event/Technical Mission organised in the other Continent	5 points
4. Involve an SME as participant in the Event/Technical Mission organised in your own country	1 point per SME
5. Involve an SME as participant in the Event/Technical Mission organised in your Continent excluding your country	3 points per SME
6. Involve an SME as participant in the Event/Technical Mission organised	5 points per

in the other Continent	SME
7. Attend the ELAN Network Annual Event for members	3 points
8. Identify a TBBO	5 points
9. Support the development of a TBBO	10 points
10. Successful completion of a TBBO	20 points
11. Proactive sharing of information and best practices with other members and dissemination actions to reach new members and / or event participants.	up to 3 points
12. Launch or reinforcement of a Public Programme pursuing the support of the kind of activities carried out within the ELAN Network framework	20 points

- 6.2. All ELAN Network members shall fulfil a minimum of activity equivalent to 20 points among the activities listed above.

SECTION 7: ELAN NETWORK MEMBERSHIP COMMITTEE

- 7.1. The Membership Committee is the main decision making body of the ELAN Network.
- 7.2. The Membership Committee is integrated by five members, as follows:
- TECNALIA, as Chairman of the Network Membership Committee.
 - 2 members from Latin America.
 - 2 members from the European Union.
- 7.3. The election of the members from Latin America and the European Union shall be carried out according to the following procedure:
- Each member can vote for one LAC candidate and one EU candidate
 - The 2 most voted candidates from each continent will become Committee members
 - An online voting system will be made available to partners who cannot attend the Annual Meeting.
- 7.4. The Membership Committee shall be responsible for:
- Define and update accession criteria and process for entry of new members to the Network
 - Decisions on accession of new members to the ELAN Network.
 - Assessment of member activity within the ELAN Network.
 - Monitoring compliance of the ELAN Network members with their commitments.
 - Deciding on termination of an ELAN Network membership, based on participation and/or non-compliance with membership commitments and according to the procedure described in section 8.

SECTION 8: TERMINATION OF MEMBERSHIP

- 8.1. The ELAN Network membership shall terminate in the following cases:
- if the ELAN Network member voluntarily decides to terminate its membership;

- if the ELAN Network member incurs in any of the following breaches, according to the internal assessment of the Membership Committee:
 - Lack of fulfilment of the minimum expected activity, which means an activity equivalent to less than 20 points among the activities listed in Section 6.
 - Breach of any of the other commitments described in the present document.
- 8.2. In the event the Membership Committee identifies a breach by a member of its obligations under this document, it will give formal notice to such member requiring such breach to be remedied within 30 calendar days. If the breach is substantial and is not remedied within that period or is not capable of remedy, the Membership Committee may decide to terminate the membership decide on the consequences thereof.
- 8.3. The extension of the membership to the ELAN Network beyond the 18th January 2018, will depend on the basis of the principle of the ELAN Network self-sustainability, which will be settled during the Project lifetime.

SECTION 9: NON-DISCLOSURE OF INFORMATION

- 9.1. For the purpose of the ELAN Network, the term "Confidential Information" shall mean any and all information or data, classified as such by one ELAN Network member (the "Disclosing member") and disclosed to other ELAN Network member (the "Receiving member") by various means. In order to identify the Information as confidential, the Disclosing member shall mark or label the support or draw and address a notice to the Receiving member specifying the confidential aspect of the Information. In the event the Confidential Information is disclosed orally, the Disclosing member shall forthwith inform the Receiving member at the time of disclosure of the confidential nature of the information disclosed, and shall confirm and designate in writing as confidential information within 30 days following the disclosing date.
- 9.2. The Receiving member shall in particular:
 - protect and keep strictly confidential any part of/or the whole of any Confidential Information and shall treat and use the Confidential Information with the same degree of care as it applies to its own proprietary information, but in no case with less than reasonable care;
 - protect any part of/or the whole of the Confidential Information from disclosure to anyone other than its employees who have a need to know and inform them of the confidentiality attached to such Information;
 - not disclose, copy, duplicate totally or partially, under any circumstances, whether intentionally, inadvertently, or otherwise, the Confidential Information without the prior written consent of the Disclosing member.
- 9.3. The Receiving member shall have no obligation with respect to any information for which he can give the evidence that such information is disclosed pursuant to law, regulation or lawful order or process. In the event Receiving member is subject to such law, regulation, order or process, the Receiving member will timely notify the Disclosing member of the disclosure requirement in advance of the disclosure so as to permit the Disclosing member oppose or limit such disclosure.
- 9.4. The confidentiality obligations contained in this section shall remain binding upon the Party for four (4) years after the date of termination of the membership to the ELAN Network.

SECTION 10: USE OF TRADEMARKS OR TRADE NAMES.

- 10.1. ELAN Network members shall not be able to use the other ELAN Network members' trademarks and / or trade names for any purpose, including use as a distinguishing mark in communications, actions or documents generated, except with the prior written consent of owner of the Trade Mark or name.

SECTION 11: NO REPRESENTATION, MEMBERSHIP OR AGENCY

- 11.1. The member shall not be entitled to act or to make legally binding declarations on behalf of any other ELAN Network member or the ELAN Network itself.
- 11.2. Nothing in the ELAN Network membership condition shall be deemed to constitute a joint venture, agency, membership, interest grouping or any other kind of formal business grouping or entity between the ELAN Network Members.

SECTION 12: NOTICES AND OTHER COMMUNICATION

- 12.1. Any notice to be given within the ELAN Network membership shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.
- Formal notices: If it is required that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of the Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.
 - Other communication: Other communication between the ELAN Network Members may also be effected by other means such as e-mail with acknowledgement of receipt which fulfils the conditions of written form.
- 12.2. Any change of persons or contact details shall be notified immediately to the Coordinator. The address list shall be accessible to all concerned.

SECTION 13: WORKING LANGUAGE

- 13.1. The English language shall govern all documents, notices, meetings, and processes relative to the ELAN Network. Nevertheless, some documents will be available in Spanish or Portuguese for practical purposes.

SECTION 14: SETTLEMENT OF DISPUTES AND APPLICABLE LAW

- 14.1. The ELAN Network members shall do everything possible to amicably settle any dispute arising during the implementation of their membership, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as other claims.
- 14.2. To this end, the Network member shall communicate its positions and any solution it consider possible in writing, and meet the other Network member concerned at either's request. The member concerned shall reply to the request sent for an amicable settlement within 30 days.

Once this period has expired, the member may notify the other member(s) that it considers the procedure to have failed.

14.3 In the event of failure of the above procedure, each member may submit the dispute to the courts of Brussels.