

Specific Partnership AGREEMENT

GAZELLE ACCELERATOR Program

This Specific Partnership AGREEMENT, hereinafter referred to as the “AGREEMENT”, is effective from its date of signature;

BETWEEN:

[Name of the company], having its registered office at **[Address of the headquarters, Country of the headquarters]**, under the registration number **[Registration number of the legal entity]**, hereinafter referred to as “The PARTNER”, herein represented by **[Name of the legal representative]**, **[profession of the legal representative]**;

hereinafter referred to as the “PARTNER”

And

AEROSPACE VALLEY, an association under the law of 1901 incorporated under the laws of France under the registration number FR06484284526, having its registered address at 3 Rue Tarfaya, CS 64403, 31400 TOULOUSE, France; herein represented by Bruno Darboux, President of AEROSPACE VALLEY;

hereinafter referred to as “AEROSPACE VALLEY”

Hereinafter, jointly or individually, referred to as “PARTIES” or “PARTY”;

WHEREAS:

By submitting its application and by participating to the GAZELLE ACCELERATOR Program, The PARTNER agrees to the principles regarding a financial mechanism for the benefit of AEROSPACE VALLEY and of the EIT MANUFACTURING, to contribute to their financial sustainability, as further described in the Article 2 to this AGREEMENT.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Article 1: Definitions

Words in capital letters shall have the meaning defined either herein or in the Rules of Participation for Horizon Europe.

“**AEROSPACE VALLEY**” is world’s first aerospace cluster, dedicated to the strategic sectors of Aeronautics, Space and Drones, in France. AEROSPACE VALLEY is in charge of animating a dynamic network of international reputation, composed of more than eight hundred (800) members (industrials, RTOs, universities, economic development structures);

“AGREEMENT” refers to this AGREEMENT;

“CLIENT” is a corporate, technology distributor or SME; acting as technology buyer inside the GAZELLE ACCELERATOR’s network;

“EIT MANUFACTURING” is an Innovation Community within the European Institute of Innovation & Technology (EIT) that connects the leading manufacturing actors in Europe. EIT MANUFACTURING brings together more than sixty (60) European leading members from business, education and research, from seventeen (17) countries.

“EXPLOITATION CONTRACT(S)” shall mean the successful access-to-market deals between The PARTNER and the CLIENT (EXPLOITATION CONTRACTS: proof of concept or implementation contracts), and/or, access-to-finance deals between The PARTNER and the INVESTOR (EXPLOITATION CONTRACTS: private and/or public fundraising contracts);

“GAZELLE ACCELERATOR” is a project co-funded by the EIT MANUFACTURING and leaded by AEROSPACE VALLEY, started in 2020, which aims to support existing technology-based companies, SMEs, start-ups and scale-ups, by accelerating their international business and innovation capacities by creating collaborations and business opportunities;

“INVESTOR” is any person or entity; acting as public or private INVESTOR inside the GAZELLE ACCELERATOR’s network;

“IMPLEMENTATION CONTRACT” means a direct contractual obligations and undertakings between the PARTNER and a CLIENT under which the PARTNER will provide for the CLIENT its services and/or products;

“PARTNER” refers to the company selected by the selection committee of the project GAZELLE ACCELERATOR and which has participated to at least one of the event organised by the project GAZELLE ACCELERATOR (Access to Market Training, Access to Finance Training, Access to Market Coaching, Access to Finance Coaching, Pitch Competition, B2B Meetings and B2F Meetings);

“PROOF OF CONCEPT” is a demonstration to verify that certain concepts or theories have the potential for real-world application. A PROOF OF CONCEPT represents the evidence demonstrating that a project or product is feasible and worthy enough to justify the expenses needed to support and develop it;

“SUCCESS” this indicates a successful signature of EXPLOITATION CONTRACT(S) by The PARTNER and triggers the execution of the term of the AGREEMENT;

“SUCCESS FEE(S)” is the amount of revenue sharing to AEROSPACE VALLEY in case of EXPLOITATION CONTRACT(S).

Article 2: Obligations of the PARTNER

2.1: Communication

In case of SUCCESS through GAZELLE ACCELERATOR, The PARTNER is committed to communicate it to AEROSPACE VALLEY and to deliver SUCCESS FEE to AEROSPACE VALLEY. The communication has to be done within twenty (20) working days from the signature of the EXPLOITATION CONTRACT per email to

the GAZELLE ACCELERATOR projects leaders working at AEROSPACE VALLEY, M. Florian Ruf, ruf@aerospace-valley.com and to Ms Anne Keroué, keroue@aerospace-valley.com.

2.2: Payment

SUCCESS FEE by The PARTNER for access-to-finance	SUCCESS FEE by The PARTNER for access-to-market
A SUCCESS FEE of 5.000€ (five thousand Euros) is applied for investment up to 500.000€ (five hundred thousand Euros)	A SUCCESS FEE of 5% (five) is applied per PROOF OF CONCEPT
A SUCCESS FEE of 7.500€ (seven thousand five hundred Euros) is applied for investment more than 500.000€ (five hundred thousand Euros)	A SUCCESS FEE of 5% (five) is applied per IMPLEMENTATION CONTRACT

All SUCCESS FEES must be paid in a single payment to AEROSPACE VALLEY per bank transfer within seventy (70) working days after the signature of the EXPLOITATION CONTRACT and shall be effected in Euros (EUR). The SUCCESS FEE as stipulated herein does not include any VAT ("Transfer Taxes") and AEROSPACE VALLEY will charge any applicable Transfer Tax, except if the SUCCESS FEES are exempt from such Transfer Tax.

Article 3: Penalties

Whether the PARTNER decides not to communicate its SUCCESS realised through GAZELLE ACCELERATOR and/or decides not to pay the SUCCESS FEE within the timeframe described in the Article 2.1, then the PARTNER will be entitled to pay a fixed sum of 10.000€ (ten thousand Euros) that the PARTNER will have to pay to AEROSPACE VALLEY within 30 (thirty) working days after written notice from AEROSPACE VALLEY.

Article 4: Entry into force and duration

This AGREEMENT shall have effect from its date of signature and terminates twenty four (24) months after its date of signature. The PARTNER shall be therefore under the obligation to pay the SUCCESS FEE(S) for successful EXPLOITATION CONTRACT(S) signed under the duration of this AGREEMENT. After the termination of this contract, the obligation to pay the SUCCESS FEE(S) do not apply.

Whether the PARTNER decides not to participate to the GAZELLE ACCELERATOR Program (including training, coaching, B2B meetings, B2F meetings and other GAZELLE ACCELERATOR support events), then this AGREEMENT does not apply.

The signature of this AGREEMENT is a criteria in order to be eligible to participate in the GAZELLE ACCELERATOR Program.

If the project GAZELLE ACCELERATOR stops, this AGREEMENT still applies until the termination of this AGREEMENT.

Article 5: Confidentiality

The PARTIES agree to treat any information communicated in writing or orally by one PARTY to the other during the performance of the AGREEMENT as confidential as long as it is not in the public domain, even if the PARTY providing said information does not specify its confidential nature.

The PARTIES are bound by this confidentiality clause for the duration of this AGREEMENT.

In the event of disclosure of confidential information by the PARTY to whom it was addressed, the latter shall be deemed to have breached the confidentiality clause, unless it can prove that such disclosure was required due to a case of force majeure.

The receiving PARTY recognizes that a breach of the terms of this AGREEMENT will cause the disclosing PARTY irreparable harm and as such, the disclosing PARTY shall be entitled to seek equitable relief, including injunctive relief.

Article 6: Amendments

Amendments or additions to this AGREEMENT shall be made in writing and signed by all PARTIES to be valid.

Article 7: Notices

All written notices to be provided by one PARTY to another under this AGREEMENT, shall be sent by e-mail to the project leaders of GAZELLE ACCELERATOR working at AEROSPACE VALLEY, M. Florian Ruf, ruf@aerospace-valley.com and to Ms Anne Keroué, keroue@aerospace-valley.com, and to the contact person in the application form of GAZELLE ACCELERATOR for the PARTNER according to the application or as otherwise clearly informed by the PARTY.

A notice shall be regarded as having been given and received: on the day of delivery of the e-mail to the contract person's e-mail box.

Article 8: Applicable law

This AGREEMENT shall be governed by and construed in accordance with the laws of France, excluding its conflicts of law provisions.

Article 9: Settlement of disputes

The PARTIES shall endeavour to settle their disputes amicably.

Any disagreement or dispute which may arise in connection with this AGREEMENT which cannot be settled amicably will be brought before the courts in Paris, France.

Article 10: Signatures

AS WITNESS:

The PARTIES have caused this AGREEMENT to be duly signed by the undersigned authorized representatives.

The signature of a PARTY by means of a scan or digitization of the original signature (e.g. a scan in PDF format) or an electronic signature (e.g. via AdobeSign), counts as an original signature with the same validity, enforceability and permissibility. Each PARTY receives a fully signed copy of the AGREEMENT. The transfer of this copy by e-mail or via an electronic signature system will have the same legal force and legal effect as the transfer of the original copy of the AGREEMENT.

Date and place

[Name of the company], "The PARTNER"

Date and place

AEROSPACE VALLEY

Signature

Signature

Name of the signatory and title

Bruno Darboux, President
