

M135299

Measuring What Matters to EU Citizens: Social Progress in the European Regions

Memorandum of Understanding

between

INTRASOFT International

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Represented by George Manos, EU Business Unit General Manager

and

Bratislava Self-Governing Region

Sabinovská 16, 820 05, Bratislava 25, Slovak Republic

Identification number of organization: 360 63 606

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Number of bank account

Represented by Mgr. Juraj Droba, MBA., MA, President of the Bratislava Self-Governing Region

Jointly referred to as "the parties".

For the purposes of the current MoU INTRASOFT International represents the EU SPI Consortium consisting of INTRASOFT International, Technopolis Group, Orkestra and ZSI, the Kapodistrian University of Athens and HETFA

Object of the Memorandum

This Memorandum of Understanding (MoU) sets for the terms and understanding between the EU SPI Consortium and the Bratislava Self-Governing Region concerning the completion of tasks and activities for the implementation of the Pilot Project "Measuring What Matters to EU Citizens: Social Progress in the European Regions". The agreement signed by the two parties will enter into force on the day following its publication on the website of the Bratislava Self-Governing Region. The agreement is expected to have a duration of 12 months.

The parties agree the following:

ROLES AND RESPONSIBILITIES

1. The roles and responsibilities of the Parties are defined as follows:
 - The EU SPI Consortium shall be responsible for providing instructions, guidance and support to the Bratislava Self-Governing Region throughout the implementation of the pilot project. Furthermore, the EU SPI Consortium will be responsible for supporting the Bratislava Self-Governing Region in addressing all organizational aspects with regards to the requirements of the various tasks (e.g. organization of workshops, events, etc.).

- The EU SPI Consortium shall be responsible for reimbursing the expenses occurred by the Bratislava Self-Governing Region in relevance to the implementation of the tasks and activities of the pilot project as described in the **Services** below.
- The Bratislava Self-Governing Region shall contribute to the pilot project by support the various tasks and activities with inputs and insights as described in the **Services** below.
- The parties acknowledge the importance of achieving the highest possible level of compliance in addressing the specific requirements per task and activity as described in the **Services** below.

NON-DISCLOSURE

The parties shall maintain the confidential nature of any information obtained under the terms of this agreement and the cooperation between them with a view to the approval of the outcomes by DG REGIO and official publication. The parties shall not divulge this confidential information to a third party without the prior express and written consent of the other party. The parties shall only divulge this confidential information to employees, who are directly involved in the tasks and activities of the subject pilot project. The parties guarantee that these employees are aware of and respect the obligations relating to the confidential nature of the information.

The non-disclosure obligations shall not apply, however to any information which:

- a) Was in the receiving party's possession without confidentiality obligation prior to receipt from the disclosing party;
- b) Is at the time of disclosure already in the public domain or subsequently becomes available to the public through no breach of this agreement by the receiving party or the breach of the corresponding obligations of the consultants;
- c) Is lawfully obtained by the receiving party from a third party without an obligation of confidentiality, provided such third party is not, to the receiving party's knowledge, in breach of any confidentiality obligation relating to such information;
- d) Is developed by the receiving party independently from confidential or under the exceptions set out lit. a)-c) or f);
- e) Is required to be disclosed by law;
- f) Is required to be disclosed by the rules of any public authority; or
- g) Is approved for release by written agreement of the disclosing party.

The party seeking the benefit of such exception shall bear the burden of proving its existence.

The clauses and conditions relating to the exchange of information and non-disclosure thereof shall remain applicable to their full effect until the end of this agreement.

INTELLECTUAL PROPERTY

This MoU shall not give rise to any transfer of intellectual property rights between the parties.

SERVICES

1. EU SPI Consortium will be responsible for:

- Providing all the necessary background information and documents to the selected pilot regions in order to support them while implementing the tasks as described below.

- Providing the selected pilot region with access to the EUSPI project platform in order to participate and contribute to the project activities. One user ID and password per pilot region will be provided, unless requested otherwise by the region;
 - Payment of travel costs for the participation of two regional representatives in the meetings that will be organised throughout the duration of the project. The costs to be reimbursed will include travel expenses (plane, train, bus, etc), accommodation expenses and a daily subsistence cost on the basis of receipts up to a specific amount to be defined (maximum per diem); In the case that the regional representatives travel by car, they will be reimbursed based on the following rules:
 - The shortest route must be taken.
 - Car rental is not reimbursed.
 - For the use of a private car, users may claim mileage reimbursement at xxx/km (amount depends on the access provider) for the roundtrip, up to the price of a second-class advance rail fare from their home to the research infrastructure.
 - When two or more persons entitled to reimbursement of travel expenses use the same car, only the person responsible for the car shall be reimbursed. The names of the passengers must be declared on the reimbursement form. In this case, the passengers cannot claim these travel expenses themselves.
 - Payment for any logistical and administrative costs related to organisation of workshops and local site visits, etc.
 - Payment for limited additional expert support (in case stakeholders outside the regional authorities need to commit time and resources);
 - The maximum amount to be reimbursed for any of the activities performed on behalf of the region (i.e. travel and daily subsistence, logistical costs for the organisation of workshops and local site visits and any additional expert support) will not exceed the ceiling of sixteen thousand Euros (EUR 16,000);
 - Facilitated peer learning and expert input in relation to the use of the EU-SPI in policy making and policy evaluation;
 - Possibility to provide input to the development of the next EU-SPI index in order to better support regions;
 - Access to the best practice guide.
2. The Bratislava Self-Governing Region is expected to participate in the following tasks and activities:

WP1 BUILDING THE PILOT

Task 1.1 Selection of regions

- Appoint the main contact point for the region. Ideally the main regional contact points will have:
 - a holistic approach of the regional government (and its members at the policy and technical level) and its policies (specially with policies supported by the Cohesion Policy, the social dimension and "beyond GDP" initiatives);
 - the capacity to engage with the relevant governments' representatives in the different stages of the project (i.e. regional missions, case study, user survey...);
 - the capacity to engage and assure a fluent dialogue with the project representatives; and,
 - the capacity to represent the region at the European level and within the events and conferences to be held all along the project
- Set up an internal team to support the pilot project activities.

Task 1.2 Pilot launch

- Attend the pilot launch event in Brussels on the 8th of February. Participate in the preparation of the pilot launch event – a better understanding of the region's needs. Taking into account that the purpose of the launch event is to inform the regional representatives about the project methodology and to jointly discuss about the proposed roadmap of activities: The main scope of this task will also consist in better understanding regions' needs and to tailor the scope of the activities in order to maximise the outcomes of the pilot project for the policy-makers.

Task 1.3. Consortium of regions' facilitation process

- It is expected to maintain fluid communication with the project contact person.

WP2: QUALITATIVE ANALYSIS

Task 2.1 Desk research

- Provide any relevant documentation to the study team.

Task 2.2 Interviews

- If needed, facilitate contact to interviewees.

Task 2.3 User survey

- Participate to the identification of target groups and follow up for survey completion.
- Attend and contribute to the discussion workshop about the survey results with the Senior Policy Advisory Group and the project team members. The aim of the workshop is to better understand the user needs and get more ideas and inspiration for the future development of the EU-SPI.

Task 2.4 Case studies

- Support the study team to select a list of themes of interest per region with the study team (a maximum of 2 focus themes per region will be selected and the number of themes implemented per region will depend on the total number of regions part of the project) and assess the potential capacity for an in-depth analysis in the region
- Assist on the fact-finding missions to ensure participation from stakeholders (see Task 4.2.2).
- Attend and contribute to the peer learning multi-regional workshop about the perception of the EU-SPI usefulness and express interest on potential best practices to further investigate (see Task 4.2.3).
- Review the thematic case study and provide feedback.

WP3 QUANTITATIVE ASSESSMENT

Task 3.1 Empirical testing of the EU-SPI

- Identification of additional variables to enrich the SPI: a short questionnaire to the regions will be compiled to explain the methodology and include the additional indicators we plan to test in order to get their feed-back of the variables they consider worth investigating.
- The results of the macro-analysis will need to be discussed with individual regions. This can be done in a tele-conference or be added to a workshop together with other topics of the pilot during implementation. This discussion will need two-round discussions of half a day to analyse the sensitivity of the macro-results and identify potential caveats not visible at macro-level.

Task 3.2. Empirical study on allocation of resources of Cohesion Policy

- Identify a person in the region involved in ESIF implementation to discuss the different social funding dimensions/projects reported in the EU database, in case we need additional explanations for their classification.

2. If it is not possible to reach amicable settlement, the Luxembourgish Courts and Tribunals alone shall be competent to hear disputes concerning this Memorandum.

INTRASOFT Internat
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General Manager

EU Business Unit

Date

 24/12/2018
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Bratislava Self-Governing Region
~~Juraj Droba~~
President

Date 22. 03. 2019

Signature



WP4: DISSEMINATION AND FACILITATION OF DIALOGUE

Task 4.1 Website / webinars / online meetings

- The consortium will set up an online environment which will provide possibilities to connect, communicate, co-edit and share information about the events, case studies, etc. The regions are invited to consult the webpage and use it for exchange and knowledge management.
- The consortium will organise a series of online events (approx. 8 to 10 90-minutes events). Regions are expected to attend and contribute to the discussions.

Task 4.2 Workshops / peer learning events / seminars

- The consortium will organise five multi-regional workshops with participation of key representatives from your region (one and a half day events). One of these workshops will be the peer learning multi-regional workshop about the perception of the EU-SPI usefulness and express interest on potential best practices to further investigate (Task 2.4).

Task 4.3 Identification of synergies with similar initiatives and relevant events

- The consortium will identify "Beyond GDP" initiatives and other stakeholder groups and policy learning initiatives to exchange information, we invite you to propose experts and multipliers. We hope the outputs of the discussions will be of interest to your region and you will support their dissemination locally.

Task 4.4 Dissemination, communication material

- We will prepare factsheets, infographics, project posters and leaflets (downloadable from the website) and you are invited to share these as well as social media content, news and event announcements with your peers and regional stakeholders.

WP 5 POLICY RECOMMENDATIONS

Task 5.1 Synthesis of the main findings and production of final reports (+findings per regions)

- Review of the final report (including the finding per region) and provision of feedback

Task 5.2 Final conference

- Attendance to the final conference
- Possible contributions as speakers regarding own experiences, learnings and other issues
- Participation in round tables with other regional and national stakeholders

Task 5.3 Guide of best practices

- Review of the Good Practice Guide to be developed by the study team and provision of feedback/ comments

PERIOD OF VALIDITY

This Memorandum of Understanding will enter into force on the day following its publication on the website of the Bratislava Self-Governing Region and will remain in effect until modified or terminated by any one of the parties by mutual consent. In the absence of mutual agreement by the authorized representatives of the respective parties, this MoU shall end as soon as the pilot exercise is completed (or in 12 months from date of signature).

APPLICABLE LAW

1. This agreement shall be governed by Luxembourg Law