



ALLIANCE FOUNDING AGREEMENT (GENERAL AGREEMENT ON COOPERATION)

Preamble

WHEREAS:

- the Founding Members are partners in the “Skills in Metal and Electro Industry – skillME” project (hereinafter called: The Project), co-funded by the Erasmus+ Programme of the European Union;
- the Project proposal has specified the need to form a clearly defined “Alliance for Advancement of VET in Electro and Metal Industry”, part of which shall be also this “Alliance Founding Agreement”;
- the “Alliance Founding Agreement” should define the aims, strategy, vision, organization, goals, initial/founding members and membership policy;
- the Founding Members have expressed their intent to establish the “Alliance for Advancement of VET in the Metal and Electro industry” by signing a Letter of Intent for the creation of “Alliance for Advancement of VET in Electro and Metal Industry”;

THEREFORE, THE FOUNDING PARTNERS AGREE AS FOLLOWS:

Definitions:

Founding Member – initial partners to the project

Member – founding members and all other organisations who join the Alliance

1. Objectives and key principles

The Parties agree to establish a collaborative Alliance (the “Alliance”) whose primary objectives are:

- i. Strengthen the cooperation of stakeholders in the metal and electro sector both at the national and European level as crucial sectors of the European manufacturing industry;
- ii. Promote the exchange of information on skill gaps and future needs among key actors at the national and transnational level;
- iii. Create an action plan for the accreditation of the curriculums created in the skillME project in all four project participating countries with the aim to integrate them into national educational systems;
- iv. Promote and provide support for the development of new curricula based on the established principle of cooperation among industry representatives, regulatory



- bodies and VET providers internationally and in sectors outside of the metal and electro industry;
- v. Disseminate and exploit created project results;
 - vi. Create new projects and consortiums for VET (vocational education and training) needs of the electro and metal industry and find the necessary means for funding;
 - vii. Attract new members from the project participating countries and other EU countries.

Each Founding Member acknowledges that the success of the Alliance will require a cooperative working relationship established upon good communications and teamwork between the Founding Members and Members alike.

The Founding Members confirm their intention to establish and develop the Alliance in accordance with the principles set out in this contract with a view to achieving the success of the Alliance in their mutual best interests and the best interest of the vocational education for metal and electro industry in the EU.

2. Management Committee

The Founding Members shall establish a committee ("Management Committee") responsible for overall organization, direction and management of the Alliance. The role of the Management Committee shall primarily be:

- i. To give strategic and operational direction to the Alliance;
- ii. To approve particular Projects to be carried out through the Alliance, including any funding commitments of the Parties for those approved Projects;
- iii. To develop targets and milestones in order that progress of the Alliance can be measured;
- iv. To identify resources required to support the Alliance and agree the responsibilities of each party to provide those resources;
- v. To ensure that communications between the Parties are maintained actively and in a coordinated manner;
- vi. To provide a forum in which any problems can be addressed constructively and resolved.

Each Founding Member shall appoint one (1) representative to be member of the Management Committee. Each member shall have one vote. Decisions shall be made by simple majority vote.

The chairman of the Management Committee shall be nominated by the majority of votes of the Founding Members.

The Management Committee shall meet regularly (either telephonically, by video conference or in person). Unless otherwise agreed, the venue (if the meeting is in person) shall be held in Ljubljana, at the seat of CCIS. Communication on a regular basis shall be encouraged between members of the Management Committee.



3. Contributions of the Parties

It is intended that each Member shall contribute particular knowledge, skills or services to assist the establishment and success of the Alliance. The general responsibilities of each Member are set out in this Article 3.

The general contributions of Members towards the Alliance shall be:

- i. To use its contacts, knowledge and distribution network in its country of origin to assist the promotion of aims and goals of the Alliance;
- ii. To assist with the focused distribution of the dissemination package (the developed curricula, research findings, etc.) to various stakeholders;
- iii. To assist the integration of the above curriculums into national catalogues of “open learning” courses for stimulating national VET providers to include the curriculums into their educational portfolio;
- iv. To include the curriculums into their own courses portfolio offered to trainees and companies, thus sustaining the created curriculums in the long term;
- v. To assist the integration of the above curriculums into educational programmes at the national level in project countries after the completion of the accreditation process.

The general contributions of CCIS towards the Alliance shall be:

- i. To provide technical assistance (including through the provision of training) on reasonable terms to be agreed between the Founding Partners through the Management Committee (such technical assistance to be given under the terms of a technical assistance contract);
- ii. To coordinate the Alliance’s activities and ensure the promotion through the Alliance website, which shall be based upon the designated CCIS website.

Each Member shall use all reasonable efforts to provide its contribution to promote the success of the Alliance. The Alliance will, however, be built on trust between the Members and no Member shall (unless otherwise specified in this contract) have any legal liability to the other in respect of the standard, adequacy or performance of its contribution.

4. Membership benefits

The general benefits of the Alliance for Members shall be:

- i. Having access to support for the development of potential new curricula;
- ii. Platform for sharing experience, good practices and up-to-date news and information on skill gaps and future skill needs;
- iii. Platform for the development of new project proposals and finding new eligible project partners.

5. Alliance costs



Each member shall bare its own costs for its contribution and responsibilities in accordance with this contract.

6. Financing

Members agree that no membership fee will apply unless otherwise agreed by all the Members.

Possible means of financing:

- membership fee if agreed by the Members;
- sponsored financing, donations;
- co-funded by EU project funds.

7. Membership policy

Any private legal entity from any EU Member State may become a Member of the Alliance by a written statement of accession to the Alliance and to this Alliance Founding Agreement. It shall be assumed that the membership and all rights and obligations of the Member in accordance with this Agreement shall come into force from the date of receipt of the written statement of accession.

Each Member may give not less than 3 months' written notice at any time to terminate its membership in the Alliance, provided that no such notice shall be given prior to one year after commencement. By terminating its membership, the Member shall also withdraw from this contract.

8. Liability

It is contemplated that during the Alliance each Member (and its employees and representatives) may provide recommendations and advice to the others as part of the relationship between the Members. All Members acknowledge that any such recommendations and advice are given freely and without any warranties or liability. No Member shall have any claim, liability or cause of action against any other Member in respect of any such recommendation or advice given during the Alliance.

No Member shall have any responsibility for any liabilities arising in the course of the other parts business.

9. Duration and termination

The Alliance shall commence on the date of this contract. It shall continue indefinitely subject to termination in accordance with this Article.



Each Member nevertheless recognizes that it is vital for the success of the Alliance to maintain flexibility and to respond to changing circumstances and practical experience. Each Member will consider in good faith any proposals put forward by other Members for the development of the Alliance.

The Alliance may be terminated by agreement between the Members at any time.

In the event of termination:

The Members shall consult and use all reasonable efforts to agree an orderly programme for winding up the activities of the Alliance.

The terms of this contract and (unless the Members otherwise agree) the terms of any technical assistance contract and/or Project contract shall automatically terminate.

10. No partnership or agency

Nothing in this contract shall (i) be deemed to constitute a partnership in law between the Members, (ii) constitute any Member the agent of the other for any purpose or (iii) entitle any Member to commit or bind the other (or any member of its respective group) in any manner.

11. Assignment and subcontracting

This contract is personal to the Parties and no Member shall without the prior written approval of the other:

- i. Assign, mortgage, charge or otherwise transfer or deal in, or create any trust over, any of its rights; or
- ii. Subcontract or otherwise delegate the whole or any part of its rights or obligations under this contract to another person.

12. Dispute resolution procedure

If a dispute arises out of this contract, the Parties shall seek to resolve it on an amicable basis. They shall consider the appointment of a mediator to assist in that resolution.

Any dispute, controversy or claim arising out of or in connection with this contract, including the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia.

- The Arbitral Tribunal shall be composed of a sole arbitrator.
- The seat of the arbitration shall be Ljubljana, Slovenia.
- The language to be used in the arbitral proceedings shall be English.
- The governing law of the contract shall be the substantive law of Slovenia