



INTERNATIONAL NETWORK ON REGIONAL  
ECONOMICS, MOBILITY AND TOURISM

## PARTNERSHIP AGREEMENT

### TABLE OF CONTENTS

<b>1. BACKGROUND</b> .....	2
1.1. Mission.....	3
1.3. Focus.....	4
<b>2. ORGANIZATION</b> .....	4
2.1. Founding Partners.....	5
2.1.1. World Tourism Organisation.....	5
2.1.2. CICTourGUNE.....	5
2.1.3. Araldi.....	5
<b>3. GOVERNANCE</b> .....	6
3.1. Steering Committee.....	6
3.2. Technical Secretariat.....	6
3.3. General Coordination Secretariat.....	7
3.4. Scientific Committee.....	7
<b>4. ASSOCIATE PARTNERS</b> .....	8
4.1. Network Commitments.....	8
<b>5. ELECTRONIC PLATFORM AND OPERATING SYSTEM</b> .....	9
<b>ANNEX 1. DEFINITIONS AND TERMS</b> .....	10
<b>ANNEX 2. STIPULATIONS FOR NETWORK PARTICIPATION</b> .....	12

---

## 1. BACKGROUND

---

The International Network on Regional Economics, Mobility and Tourism (INRouTe) is a non-profit initiative promoted by the World Tourism Organisation (UNWTO) that has been transformed in a long term project thanks to the collaboration of two entities that are Affiliate Members of the UNWTO: the Cooperative Research Centre in Tourism-CICtourGUNE and the firm Araldi, both based in Spain.

An expert knowledge-driven network, INRouTe has the ambition to bring together a wide yet complimentary diversity of technicians, scholars, practitioners and industry professionals to share information, practices and experiences that encourage comparative analyses, strengthen the scientific foundation of tourism, and provide guidance to the competitive position of tourism destinations and service providers.

Since the recognition of the important contribution of tourism to economic development, researchers, policy makers, planners, and industrial practitioners have been trying to achieve a better understanding of the tourism phenomena and its relationship to the welfare of a state, region or country. Likewise, the perishable nature of tourism products and services, the long lead-time between investment planning, and the formation of infrastructures all render precise monitoring of tourism flows to support complex environmental, economic and business decision-making processes.

Furthermore, new breakthroughs in information technology will continue to surface at a rapid pace over the next few decades bringing a wide range of applications challenging both the application domain as well as the scientific community. Our understanding of information and communication technologies in tourism is one of the primary challenges we face in order to develop novel successful tourism solutions for the future.

As a result, INRouTe aspires to become a privileged instrument:

- for the UNWTO: to design and disseminate general guidelines, foster the worldwide development of statistics, measurement and analysis of the economic contribution of tourism at the regional level, as well as the use of appropriate tools for tourism destination management, and
- for all Associate Partners: to promote access to relevant knowledge, as well as to provide a platform for communication and to establish network activities identifying collaborative research/professional projects, Partner search and consortia potential.

To this aim, a selected number of individuals and institutions covering a wide geographic area will be invited to become Associate Partners (APs) of INRouTe. Specifically, potential individuals and institutions may originate from the following:

- Regional and local destinations partnerships
- Universities
- Research centres
- Industry associations
- Trade bodies
- Individual firms
- Individual experts
- Other international and national networks
- Regional/local statistical offices
- Regional/local tourism administrations
- Other (regional/local) government departments/agencies

## 1.1. Mission

INRouTe endeavours to stand as an international reference for the measurement of tourism as an economic activity at the regional level; becoming a privileged instrument to improve the management of regional and local tourism destinations, creating and imparting relevant knowledge and best practices within the Research Areas identified (Section 1.3).

## 1.2. Vision and Objectives

The main objective of INRouTe is to foster a setting of collaboration among a select group of individuals and institutions from different yet relevant backgrounds to employ novel tools and technologies while sharing experiences, practices, and methods in the study of regional economies, mobility and tourism. The outcome will be a systematic collection and interpretation of documents contributing to the future development of tourism industries and tourism as an academic field through the integration of Information and Communication Technologies (ICT).

By adopting a new perspective at the regional level that incorporates a multidisciplinary research approach and provides a communicative platform for APs to facilitate and develop this approach, we seek to contribute to existing scholarly debates of scientific concepts and paradigms that will advance the present understanding of the tourism phenomena. Directing efforts at the regional level offers the opportunity to rethink tourism architectures from both a technical and business point of view in an atmosphere more conducive to progressive discourse, facilitating a comprehensive understanding of the triumphs and shortcomings of our global counterparts. Additionally, new approaches and aligned services at the regional level can be used to better realize the needs of not only future travellers to a specific region, but also of the global traveller and destinations around the world.

INRouTe has identified three key strategic objectives, to a) promote new perspectives and approaches toward conducting science in tourism (multidisciplinary research), b) favour the willingness to share information, solutions and best practices between private and public entities at the destination level (collaborative versus competitive approach) and c) facilitate organisation of educational and training activities lead by APs (fostering consortia potential).

Many aspects considered at the national level assume a stronger weight and become increasingly important at the local level. For instance:

- In terms of tourism demand, it is evident that the role of some components change according to the territorial scale; this is true not only for the residents in the other regions who become similar to international tourists for the region under consideration, but also for excursionists whose impact on the local supply needs to be analysed in a more precise way than done at the national level;
- Some economic activities, not included in characteristic and specific activities at the national level, can be directly involved in tourism when the local level is considered, because of the peculiarity of both the local tourism supply and the demand: this is the case for some industrial activities producing “souvenirs” (glasses, faience, clothes, wood, etc.) whose productions and impacts on the local economy are sustained by tourists’ expenditure, while their involvement in tourism at national level is absolutely marginal;
- Finally, decisions and actions taken at local level by policy-makers require a higher level of consensus and are submitted to a more direct control by local communities.

Consequently, the outcome of fostering the measurement and analysis of tourism at the regional level may also be useful at the national level. One reason for this is that the ground for experimentation is much wider at the regional level. Another is that, at the same time, such research can be more focused on the specificities of the region.

### 1.3. Focus

In practice, tourism social/economic behaviours and practices are too multifaceted and unpredictable to be summarized within a limited set of indicators and specifications. What's more, in spite of the natural occurrence of diverse situations, there will inevitably emerge innovative systems with greater knowledge and capabilities. Interpretation, that is, the struggle to extract meaning and purpose from our environment (by primary data or intelligent reasoning), will be at the forefront of our agenda.

INRouTe will direct its efforts to **four Research Areas**, each of which is composed of several **Research Topics**:

- **Flows of visitors:** cross-border and interregional flows, statistical use of administrative records, data from the use of new technologies, measurement and analysis tool, forecast modelling and other accounting tools.
- **Tourism and territory:** indicator systems (related both to territory and sustainability), Geographic Information Systems (GIS), specific software, and the relation between tourism statistics and the environment.
- **Economic contributions:** tourism satellite accounts (TSA), other modelling tools (such as Computational General Equilibrium Models, Input-Output and econometric models), and employment in tourism industries.
- **Tourism destination management:** observation and analytical units, monitoring and evaluation procedures, and indicator systems.

---

## 2. ORGANIZATION

---

The 'Founding Partners' (FPs) refer to the three institutions that sign the Memorandum of Agreement (MoA) to collaboratively launch the INRouTe project and compose the Steering Committee. In addition to the FPs, INRouTe will bring together a unique group of individuals and institutions each identified as an 'Associate Partner' (AP). Both FPs and APs may be referred to as 'INRouTe Partners' or simply 'Partners'.

Each and every initiative carried out under the purview of INRouTe, including contributions to and exchanges of material within the intranet, are the exclusive responsibility of the AP(s) that execute(s) or produce(s) said material(s), and includes those individuals whose partnership is established in conjunction with an institutional AP.

FPs are inherently involved in the governance of INRouTe; however, INRouTe will also rely on the participation of certain APs to participate in its governing. FPs and APs selected to participate in one or more of the following governing bodies may also be specifically referred to as 'INRouTe Members' or simply 'Members':

- Steering Committee (SC)
- Technical Secretariat (TS)
- General Coordination Secretariat (GCS)
- Scientific Committee (SFC)

These governing bodies are described further in Section 3; however, some reference is made to them here as they govern the affiliation of the Partners described below.

## **2.1. Founding Partners**

### **2.1.1. World Tourism Organisation**

As a specialized agency of the United Nations, the World Tourism Organisation (UNWTO) is the leading international organisation in the field of tourism, acting as a global forum for tourism policy issues and a practical source of tourism know-how. The Organisation encourages the stance of ensuring that member countries, tourist destinations and businesses maximize the positive economic, social and cultural effects of tourism and fully reap its benefits, while minimizing its negative social and environmental impacts.

The general mission of the *Department of Statistics and Tourism Satellite Account (TSA)* is to foster the development of national Systems of Tourism Statistics (STS), the international comparability of tourism statistics and the macroeconomic analysis of tourism. Considering all possible extensions of these developments, the UNWTO grants priority to advancing along the regional perspective.

The World Tourism Organisation is based in Madrid, Spain ([www.unwto.org](http://www.unwto.org)).

### **2.1.2. CICtourGUNE**

In the face of today's challenge to cope with sustainability and competitiveness in tourism, it is vital for the travel and tourism industries as well as research organisations to pool knowledge and resources for multidisciplinary research. CICtourGUNE, a Cooperative Centre for Tourism Research, seeks to generate excellence knowledge in the field of tourism and mobility. It is a unique public-private partnership generating scientific breakthroughs in tourism and mobility, resulting in the development of innovative products and technologies that respond to industry and consumer demands for travel and mobility.

CICtourGUNE plays an important role in, bridging the gap between scientific and economic innovation in travel and tourism industries; innovation networks and clusters by providing a collective environment for academics, as well as a sufficient critical mass of people who can synergistically extend research and diffuse the resulting knowledge.

CICtourGUNE is based in San Sebastian, Spain ([www.tourgune.org](http://www.tourgune.org)) and is an Affiliate Member of the UNWTO.

### **2.1.3. Araldi**

Araldi is a private consultancy firm that focuses its activity and services in information management and processing and has several branch offices throughout Spain. Recently Araldi has begun the process of internationalization starting in Central America and gradually expanding into other Latin American countries.

Araldi's business and creative approach are grounded in the innovation and continuous improvement of methodologies and tools. This approach has allowed Araldi to become a leading Spanish company in data production and analysis for the tourism sector, placing the company at the forefront of the industry.

Araldi is based in San Sebastian, Spain ([www.araldi.es](http://www.araldi.es)) and is an Affiliate Member of the UNWTO. Additional information on INRouTe Founding Partners is available to all Partners upon request.

---

### **3. GOVERNANCE**

---

The establishment of a strong management structure is essential to the success of all initiatives undertaken by INRouTe. Different bodies, described below, will be formed to guide and advance those initiatives.

#### **3.1 Steering Committee**

The Steering Committee (SC) serves as the managerial and decision-making body responsible for defining, directing and evaluating INRouTe's activities. The SC is formed by the three Founding Partners – the World Tourism Organization (UNWTO), CICTourGUNE and Araldi.

In principle, the SC is required to engage in the SC will remain composed of the three Founding Members (Section 2.1), however, additional SC Members may be added should circumstances warrant following tasks and responsibilities:

- ensure the effective management and coordination of INRouTe set-up;
- impose general quality control over all knowledge generated and disseminated by INRouTe;
- ensure the most effective positioning of INRouTe to advance its profile, regard and objectives at regional and international levels;
- evaluate official internal documents and decisions to ensure they embody or contribute to INRouTe's Vision and Objectives;
- review/monitor ongoing activities/initiatives and propose future events and venues based on INRouTe Objectives; and select new APs and communicate final decisions to the TS.

#### **3.2. Technical Secretariat**

INRouTe will maintain a full-time uni-personal Technical Secretariat (TS) under the responsibility of CICTourGUNE receiving technical support from Araldi. The TS organizes and carries out INRouTe activities based on the guidelines and priorities outlined by the SC, and is in general responsible for the daily operation and organisation of INRouTe activities, including coordination of all technical, financial and administrative aspects.

The TS is required to engage in the following tasks and responsibilities:

- coordinate and manage INRouTe's electronic management, communication, and documentary platforms;
- create and manage efficient communication channels, including maintaining contact with all Partners, and outside entities involved in INRouTe initiatives;
- design a User Guide regarding the functioning and use of INRouTe intranet space and the participative application (Section 4.2);
- monitor INRouTe electronic platforms (on-going), consult to solve implementation problems as soon as possible, update/upgrade systems when needed;
- motivate and moderate INRouTe activities through electronic and convening initiatives;
- ensure documentation and classification of all INRouTe records, materials and activities;
- perform an evaluation of the level of active involvement of all Partners, (conducted twice yearly);

- track compliance to Commitments and Stipulations for Network Participation, reporting any irregularities or deficiencies to SC;
- pursue/follow-up on funding opportunities proposed by the SC and;
- additional tasks as determined and deemed necessary by the SC.

### **3.3. General Coordination Secretariat**

INRouTe will maintain a uni-personal General Coordination Secretariat (GCS) with the responsibility for internal coordination between the Steering and Scientific Committees' decisions and initiatives. The GCS is appointed by the SC through a unanimous vote rule. Currently, the GCS is under the responsibility of the head of the UNWTO Statistics Department and Tourism Satellite Account (TSA).

On an operational basis, the GCS will work back to back with the TS, and is required to engage in the following tasks and responsibilities:

- assume direct communication with and mediation between the SFC and the APs to ensure interaction and coordination;
- act as an intermediary between the governing bodies to facilitate review and selection of new APs, acting as a moderator and/or the deciding vote in cases where a decision can not be reached;
- selection and proposal of (a) Research Topic(s) to SFC Members;
- Periodically produce I-Notes: INRouTe's attempt at concisely interpreting documents related the main Research Topics in order to highlight their main points, contextualize their findings and conclusions within the INRouTe project, and raise thought-provoking questions for further research or involvement.
- establish and enforce a time schedule for the required Briefs of the APs;
- ensure the responsible use of internal participation activities, making sure questions posed receive an adequate and timely response;
- prepare an Annual Report (per calendar year) to include a detailed outline and evaluation of current INRouTe activities and suggested direction and focus for future activities and initiatives. The Annual Report may be revised by and discussed with Members of the SFC before becoming official;
- coordinate editing and publication of INRouTe documents; and
- other tasks as assigned by the SC.

### **3.4. Scientific Committee**

The Scientific Committee (SFC) functions as the research and expertise consulting body. It is chiefly responsible for monitoring the depth and breadth of INRouTe activities to the degree that they pertain to the state of the art within the four identified Research Areas. Members of the SFC are jointly responsible for quality management all materials contributed to and produced within INRouTe, and leading and promoting interactive dialogue among Partners. Members of the SFC are selected by the SC and include a maximum of 20 APs.

Individually, SFC Members are required to engage in the following tasks and responsibilities:

- Propose new APs (not required but strongly encouraged), and if solicited, provide their opinion on candidate APs to the SC;
- May be asked to review, revise and discuss the GCS's Annual Report;

- Adhere to the Stipulations for Network Participation (Annex 2) with special attention to section regarding SCF Members;
- Assume involvement for (a) Research Topic(s) as to be agreed on in coordination with the GCS and starting in 2011:
- Contribute towards maintaining a dynamic communication platform with other SFC Members and APs, and should consider engaging in initiating discussion, providing feedback, etc.;

---

## **4. ASSOCIATE PARTNERS**

---

Associate Partners (APs) are regarded as either individual experts in their respective field(s) or, in the case of a firm or institution having established a collective expert knowledge pool, where the knowledge, skills and resources of these individuals and/or institutions are valued as pertinent to attaining the objectives of INRouTe. APs will be invited to make significant, thoughtful and innovative contributions in the four Research Areas (Section 1.3) identified. Ideally, each of the four Research Areas and related Research Topics will boast a dynamic passionate group of APs that maintain lively discussion and contribute positively to INRouTe.

INRouTe envisions that APs will enjoy several benefits from their partnership, including:

- the prestige of identifying oneself as a Partner of INRouTe;
- establishing new expert contacts;
- access to useful tools for their research/professional agenda;
- possibilities to foster strategic alliances;
- the opportunity for publicizing current and future projects, including the opportunity to recruit Partners and/or interested institutions;
- the opportunity to solicit feedback relating to one's research/professional agenda or other issues of interest; and,
- the opportunity for an institutional AP to publically display its logo and link to its website (as applicable) on INRouTe's official website and selected publications and documents.

### **4.1 Network Commitments**

In order to maintain the proper dynamic, functioning and forward progress of INRouTe, APs are required to maintain certain Network 'commitments':

- Submission of at least one (1) Brief per calendar year, starting in 2011. Each Brief is subject to review by the SFC and should focus on one, or a combination of the 1920 Research Topics identified within the four Research Areas of INRouTe (Section 1.3). Briefs must be submitted using the standard template provided (Annex 4: Form A) and are subject to certain target dates established by the GCS.
- Annual (per calendar year) updates to online profile, including research/professional positions held, projects/activities, and advances in academic/industry standing. Each AP will submit a Registration Form as part of their incorporation into INRouTe which serves as the basis for this online profile. Each update should include a minimum of five (5) new citeable references to personal (co-authorization acceptable) publications (books, articles, policy papers, annual reports, etc.) relevant to INRouTe's scope.

- Voluntary engagement in INRouTe activities: participation in discussion forums, providing new and relevant information and resources, proposing new Partners, and actively engaging in question/answer process, etc.
- Strict adherence to the Stipulations for Network Participation set forth in Annex 2.
- Acceptance of the SC's reserved right to terminate any AP's partnership that does not fulfil these commitments, revoking all rights and privileges associated to it.

---

## **5. ELECTRONIC PLATFORM AND OPERATING SYSTEM**

---

The success of INRouTe relies critically on its ability to seamlessly and effectively communicate with both its Partners and a wide diversity of external organisations and peoples. For this purpose, INRouTe implements an operating system of integrated management and communicative platforms to execute a wide range of activities, comprising:

- administrative duties;
- creation of permanent communication channels (upload of a text, suggestions, questions, answers, etc.);
- collection of pertinent information (news of general information, calls for meetings, tenders, etc);
- management of (research) projects and collaborative initiatives;
- consortia creation;
- organisation and facilitation of Partner search;
- dissemination of information on INRouTe events and activities; and
- gathering and disseminating knowledge generated in line with INRouTe objectives, including but not limited to, I-Notes and Briefs.

The operating system consists of three main components providing Partners access to Public content (general information for the public via the Internet), an Intranet space for internal activities, and a Participative application offering discussion forums and other communicative tools (these last two with access restricted to Partners, administration, and guests). The three components will be integrated into a sole product, known as the Electronic Platform.

Each Partner will obtain access (via a personal username and password) to the reserved intranet space accessed through the main INRouTe website. Partners are encouraged to review the Stipulations for Network Participation (Annex 2) as well as the intranet User Guide.

English is the official language of INRouTe, thus all official documentation (including Briefs, I-Notes, Intranet, correspondence, public communication etc.) will be carried out and produced in English. In certain cases, documents in either French or Spanish may be accepted on a conditional basis by the SFC but INRouTe will not assume the translation effort and the author will be required to translate the title and keywords for purposes of documentation and analysis.

## ANNEX 1. DEFINITIONS AND TERMS

**Associate Partner (AP)** refers to those

- a) individuals acknowledged as experts in (a) specific Research Area(s) or Topic, and
- b) institutions (companies, public agencies or other organisations that are involved in (a) specific Area(s) of INRouTe research/activity that provide support to INRouTe through contributions and proactive participation and knowledge exchange. They have been invited by the Steering and Scientific Committees to become part of the network, whereupon they are officially accepted by signing the Partnership Agreement.

**Brief** is the written report focusing on one (or a combination) of the 1920 Research Topics of INRouTe that each AP is obliged to contribute to once per calendar year. This contribution may be subject to review by the GCS and the SCF.

**Confidential Information** means knowledge, materials, know-how or any proprietary information, whether in electronic, written, graphic or other tangible form and any such oral information that has been reduced to writing within two weeks of its disclosure.

**Founding Partners (FPs)** refers to the group of institutions that launches INRouTe and composes its Steering Committee.

**General Coordination Secretariat (GSC)** refers to the body appointed by the Steering Committee who is responsible for internal coordination between the Steering and Scientific Committee decisions and initiatives, sustained co-operation and suggesting corrective actions when necessary.

**INRouTe** refers to the International Network on Regional Economics, Mobility and Tourism (INRouTe), a collaborative non-profit project.

**Intellectual Property** means all materials, concepts, know-how, formulae, inventions, improvements, industrial designs, processes, patterns, machines, manufactures, compositions of matter, compilations of information, patents and patent applications, copyrights, trade secrets, technology, technical information, software, prototypes and specifications, including any rights to apply for protections under statutory proceedings available for those purposes, provided they are capable of protection under the law.

**Member** is a sub-group of Partners and refers to all those Partners that hold a position in INRouTe's governance structure. These include the FPs whose efforts are directly or indirectly related to INRouTe initiatives, as well as any individual or organisation holding a seat on any INRouTe committee or secretariat (i.e. the SC, TS, GCS, and SFC).

**Memorandum of Agreement (MoA for Launching INRouTe)** refers to the Agreement document for collaboratively launching INRouTe plus all attachments and appendices that may be amended over time as necessary and which has been signed by the three FPs.

**Network-Supported Intellectual Property (NSIP)** means Intellectual Property created or invented during an INRouTe project (these may relate to research, professional, and any other INRouTe sponsored activities).

**Partner** refers to all individuals and institutions, comprising the FPs and all APs (which include SFC Members) that form part of INRouTe.

**Partnership Agreement** refers to this Agreement plus its annexes and attachments, and that may be amended over time as necessary.

**Scientific Committee (SFC)** is the research and expertise consulting body responsible for monitoring the depth and breadth of INRouTe's activities as it pertains to the state of the art in INRouTe's key Research Areas.

**Steering Committee (SC)** means the committee comprised of the three granting agencies' UNTWO, CICtourGUNE and Alradi, S.L, which has overall responsibility for INRouTe and is considered the managerial & decision-making body responsible for defining, directing and evaluating INRouTe's activities.

**Stipulations for Network Participation** refers to the combination of Articles outlined in Annex 2 of this Agreement which regulate the legal rights, obligations and restrictions of all activities and procedures of all Partners and Members within INRouTe.

**Technical Secretariat (TS)** is the body responsible for the general management of INRouTe's day-to-day operation, including all technical, financial and administrative aspects.

## **ANNEX 2. STIPULATIONS FOR NETWORK PARTICIPATION**

### **Article 1. Obligations of Founding Partners**

#### **A. Confidential Information**

In carrying out the activities contemplated by this Agreement, it is anticipated that the Founding Partner may disclose certain information or material which is considered by the disclosing party to be confidential. Where such information is disclosed or material is transferred, it shall be substantially in accordance with Confidentiality Agreement (CDA) as the case may be.

#### **B. Other Requirements**

The Technical Secretariat in concert with all Partners shall use its best efforts to ensure that each Partner has complied with the requirements entered into set out in the Partnership Agreement.

### **Article 2. Obligations of Associate Partners**

#### **A. Publications**

In all presentations and publications, all Partners shall acknowledge each author(s)'s participation in INRouTe, and any support from outside entities where appropriate.

#### **B. Contributions, Reports and Records**

- a) Each AP shall submit the required contributions and participation material/reports to the Technical Secretariat;
- b) As a general warning, it should be noted that every initiative flowing out of INRouTe, including every contribution to and all exchange of material within the intranet, will be under the exclusive responsibility of the individual(s) that execute(s) or produce(s) it even though the individual(s) are registered as an institutional Associate Partner.

#### **C. Disclosure, Dissemination and Commercialization of Network-Supported Intellectual Property (NSIP)**

- a) The AP shall promptly disclose in writing to the Technical Secretariat any conflict of interest that may arise pursuant to the dissemination of any and all INRouTe results (see Section E.)
- b) The AP shall promptly disclose in writing to the Technical Secretariat existing Intellectual Property and any prior art which could restrain the scope, development or publishing of proposed and/or ongoing INRouTe research/professional activities.

#### **D. Confidential Information**

INRouTe shall ensure that the appropriate agreements concerning the disclosure of Confidential Information are entered into prior to any disclosure of Confidential Information or transfer of material any Partner.

Where such information is disclosed or material is transferred, it shall be substantially in accordance with the CDA attached as Form 8 in Annex 4.

#### **E. Conflict of Interest and Research/Professional Ethics**

- a) With respect to conflict of interest. each AP shall abide by the INRouTe Conflict of Interest Policy (COI), viewable through the INRouTe Intranet, and the provisions of his/her institution's policies and guidelines (where applicable). To the extent that there may be a conflict between these policies, the INRouTe COI shall prevail.
- b) The AP shall be responsible for ensuring appropriate certification and/or institutional approval is obtained prior to conducting any INRouTe activity or presenting previously completed/ongoing work to INRouTe for review.
- c) The Technical Secretariat in concert with all Members shall ensure that APs obtain appropriate certification and/or approval regarding use of humans in the conduct of INRouTe activities.

#### **F. Other Obligations**

- a) Partners may participate in INRouTe committees when and where approved.
- b) A Partner(s) that is allowed access to tools (e.g. software, etc.) owned/managed by INRouTe, agree(s) to provide other Partners reasonable access to these tools and; agrees to restrict any third party use of these tools and/or access to information, data, material, etc. produced as a product of the use of these tools that has not already been copyrighted by INRouTe. The Partner also acknowledges that INRouTe will have priority access.

#### **Article 3. Liability**

Each Party to this Agreement acknowledges that any and all including information, Intellectual Property and other tangible and intangible materials that it may receive pursuant to this Agreement are to be used with caution and prudence, since all of their characteristics are not known. Each party disclaims all liability for any damages however arising from the use of such information. Each Party further acknowledges that such research results, information, Intellectual Property and other tangible or intangible materials are provided without warranty of merchantability or fitness for a particular purpose or any other warranty of any sort, express or implied, and that the provider makes no representations that the use of the same will not infringe any patent or other proprietary right. This Article survives the provisions of Article 13 of this Agreement (Withdrawal of Agreement).

#### **Article 4. Publicity**

All Partners will not use the name of INRouTe, nor of any member of INRouTe, in any publicity without the prior written approval of the representative of INRouTe. The Partner will not use the name of any other Partner, in any publicity without prior approval of the Partner, except that as part of a public or internal compendium of the Partner's work or research.

#### **Article 5. Principles of Commercialisation of Intellectual Property**

INRouTe maintains all rights to a non-transferable, non-exclusive, royalty-free, perpetual license to use and modify all NSIP.

#### **Article 6. Ownership of Intellectual Property**

Ownership of Network-Supported Intellectual Property (NSIP) shall be determined by applicable Spanish law and the policies of INRouTe. The Parties agree that the authority and responsibility for making decisions with regard to legal protection, dissemination and commercialization of NSIP shall be led by INRouTe but jointly undertaken by both the author(s) of the NSIP and INRouTe. Where there are two or more owners of the NSIP an agent shall be designated on their behalf.

#### **Article 7. Dispute Resolution**

- a) **Consultation/Negotiation.** In the event of a controversy or dispute between or among any Parties arising out of or in connection with this Agreement or regarding its interpretation or operation, the disputing Parties agree to use their best efforts to resolve the dispute amicably.
- b) **Mediation.** If the Parties are unable to resolve their dispute within sixty (60) days after beginning the consultation/negotiation process, any Party to the dispute may serve written notice on the other Party(s) requiring that they submit the dispute to non-binding mediation. The Parties shall mutually agree on a single mediator to mediate the dispute in accordance with mediation procedures suggested by the mediator and agreed to by the Parties. The Parties agree to use best efforts to participate in the mediation process and attempt to resolve their dispute. Each party shall pay its own costs and an equal share of all other costs of the mediation.
- c) **Arbitration.** If the mediation fails to resolve the dispute within sixty (60) days following the day the mediator is appointed, or if one Party refuses to cooperate or participate in good faith in the mediation process, any Party to the dispute may serve written notice on the other Parties that the dispute be submitted to binding arbitration in the following manner:
  - i) The Parties shall mutually agree on a single arbitrator to adjudicate the dispute. If the Parties cannot agree on a single arbitrator within fifteen (15) days of receipt of the written notice requiring arbitration, they shall each appoint a

single arbitrator and those arbitrators shall have a further fifteen (15) days to select a third person who will serve as chair of the arbitral panel.

- ii) Unless otherwise agreed to by the parties, the arbitration shall be conducted in English and according to the governing law of this Agreement and in accordance with arbitral procedures in place in that jurisdiction.
- iii) The arbitration shall be carried out no later than sixty (60) days from appointment of the single arbitrator or chair of the arbitral panel, as the case may be.
- iv) Unless the Parties to the dispute otherwise agree, the arbitration shall be held in the City where INRouTe is located.
- v) Each party shall pay its own costs and an equal share of all other costs of the arbitration.
- vi) The award rendered by the arbitration shall be final and binding on all Parties and may be entered as an order in any court having jurisdiction.

This Article survives the provisions of Article 10 of this Agreement (Withdrawal of Agreement).

#### **Article 8. Force Majeure**

Neither party to this Agreement shall be liable to the other for any failure or delay in performance caused by circumstances beyond its control, labor difficulties or governmental action.

#### **Article 9. Period of Agreement**

This Agreement shall be deemed to be effective on the date that the Partner receives receives his/her username and password.

#### **Article 10. Withdrawal from Agreement**

- **Voluntary Withdrawal:**

- a) A Founding Partner shall be entitled to withdraw from this Agreement and to terminate its commitment at any time, but is required to communicate this intention at least nine (9) months prior to effecting this decision by providing written notice to each member of the Steering Committee, the Technical and General Coordination Secretariats.
- b) Partners (non Founding Partners) shall be entitled to withdraw from this Agreement and to terminate their commitment at any time, but are required to provide written notice to the TS ninety (90) days prior to effecting this decision.

▪ **Involuntary Withdrawal:**

- a) Where the SC determines that a AP has failed to comply with the duties and responsibilities set out in this Agreement, it shall promptly notify the AP of the concern(s). The AP shall have thirty (30) days from the original date of notification in which to remedy the concern(s), after which INRouTe will re-evaluate the failing and may either terminate the Partnership between INRouTe and the AP or will reinstate the AP to full standing.
- b) AP will co-operate with INRouTe to ensure an orderly transfer of responsibilities and phase-out of activities (if necessary) and shall continue to be bound by the provisions of this agreement governing intellectual property, publication, confidentiality and any other provisions which are necessary for INRouTe to fulfil its obligations and continue with forward progress.

▪ **Consequences of Withdrawal:**

- a) Upon the effective date of withdrawal of a Founding Partner, the withdrawing Founding Partner shall submit to INRouTe a full accounting and all unused and uncommitted funds advanced by INRouTe. The withdrawing Founding Partner will co-operate with INRouTe to ensure an orderly transfer of responsibilities and phase-out of activities.
- b) Upon the effective date of withdrawal of the Partner all rights and privileges associated here-in are formally revoked.