

RDMDT long-lasting sustainability agreement & plan

Memorandum of Understanding

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1 Purpose and general provisions

The Project Partners (hereinafter individually referred to as “PP”, and collectively as “PPs”) as defined by the Partnership Agreement of the Interreg Alpine Space project “BeyondSnow” (hereinafter defined as the “BeyondSnow project”) agree to the following Memorandum of Understanding (from hereinafter referred to as the “MOU”), serving as a non-legally binding contract governing the terms of:

1. Provision of the hosting and maintenance for the benefit of access and use of the Resilience Decision-Making Digital Tool (hereinafter defined as the “RDMDT”) by the PPs for and after the duration of the BeyondSnow project;
2. Exploitation of the RDMDT beyond the BeyondSnow project.

The appointed representative of each individual PP is deemed to be duly authorised to deliberate and decide on all matters of this MOU.

The special provisions of this MOU take into account the specificities of use of the RDMDT and replace all previous agreements between the PPs, oral or written, relating to the subject matter of this MOU, including, but not limited to, the Subsidy Contract for the project “BeyondSnow-Enhancing the Resilience of Alpine Space Snow Tourism Destinations and Communities to Climate Change”, Partnership Agreement for the project: “BeyondSnow”, and/or other agreements applicable to each individual Project participant in relation to the BeyondSnow project.

Nr.	PARTNER ACRONYM	COUNTRY	NAME	TIPOLOGY
LP	EURAC	IT	Eurac Research - Institute for Regional Development	Higher Education and Research Organisation
PP02	LEGAMBIENTE	IT	Legambiente Lombardy Aps/Onlus	Interest groups including NGOs
PP03	POLITO	IT	Polytechnic University of Turin	Higher Education and Research Organisation
PP04	CMTO	IT	Metropolitan City of Turin	Local Public Authority
PP05	CARNIAMOUNT	IT	Mountain Community of Carnia	Local Public Authority
PP06	PEARLS	AT	EGTC Alpine Pearls	EGTC
PP07	RAGOR	SI	Development Agency for Upper Gorenjska	Sectoral Agency
PP08	ARCTUR	SI	Arctur Computer Engineering d.o.o.	SME
PP09	DIT	DE	Deggendorf Institute of Technology	Higher Education and Research Organisation
PP10	METABIEF	FR	METABIEF Ski Resort	Local Public Authority
PP11	SAB	CH	Swiss Center for Mountain Regions	Interest groups including NGOs
PP12	AidA	DE	Community Network “Alliance in the Alps”	Interest groups including NGOs
PP13	FABTRA	FR	Fabrique de Transitions	Interest groups including NGOs

2 The RDMDT

The RDMDT represents an automated assessment tool for aware decision-making of local and regional authorities, development agencies & local stakeholders. It enables tourism stakeholders to gain an initial understanding of their destinations' local characteristics, data and resources in relation to climate change, which are essential for the development of future options and scenarios as well as climate change transition strategies and adaptation measures. The RDMDT, referred to as the BeyondSnow Climate Resilience Tool, is freely available at the following website: <https://climateresilience.aat4.eu/>

The RDMDT, based on the digital Automated Assessment Tool software (hereinafter referred to as the "AAT"), consists of a technical part and a content part.

2.1 Technical part of the RDMDT

The digital Automated Assessment Tool software (hereinafter referred to as AAT), on which the RDMDT is technologically based, was developed prior to the BeyondSnow project starting date by ARCTUR RAČUNALNIŠKI INŽENIRING D.O.O. (hereinafter referred to as "Arctur").

Arctur is the author and the sole owner of the technology of the RDMDT, including, but not limited to, the AAT source code, and all accompanying custom modules and adaptations. It retains exclusive (economic) copyright rights thereon in all cases. This ownership extends to any future updates or modifications to the technical infrastructure of the AAT.

Neither the BeyondSnow Lead Partner nor any other BeyondSnow PPs as defined by the Partnership Agreement for the project: "BeyondSnow" acquire any intellectual property rights of the technical part of the RDMDT.

2.2 Content part of the RDMDT

The content part of the RDMDT includes the RDMDT decision-making model, questions and answers, indicators, recommendations, and translations. All PPs are granted non-exclusive non-assignable copyright rights to use the content part of the RDMDT and are deemed as co-authors of the content part of the RDMDT.

3 Accessibility and utilisation of the RDMDT after the BeyondSnow project by the PPs and 3rd parties

Upon the end of the BeyondSnow project, the PPs will work collaboratively to identify possible funding opportunities for the further development and enhancement of the RDMDT through a milestones-based approach on a voluntary basis. The funding collected will be directly tied to specific development milestones as outlined below:

First milestone 1 (€ 4,000): The funds will be used to cover the cost of the AAT Annual Subscription Package (hereinafter referred to as the “AAT ASP”) for one year, which represents the minimum funding required to extend the operability and accessibility of the RDMDT for all interested stakeholders for an additional year beyond the BeyondSnow project duration (End of the project: October 2025). The subscription cost will be equal to that of the Basic AAT ASP, and this minimum threshold will allow to continue providing users with uninterrupted access to the tool for one full year after the duration of the BeyondSnow project. If this minimum amount is not met after 1-year, further access and use of the RDMDT shall not be possible.

After the first milestone is reached any additional funding will be allocated to:

- Additional upgrade and/or update of the content of the RDMDT to ensure that the RDMDT remains relevant;
- Integrate new modules into the RDMDT, expanding its capabilities and offering new features to users.
- Cover the cost of Annual Subscription Packages for multiple years;

Any excess funds collected beyond this threshold will be reinvested into the further development of the RDMDT. The PPs included in this MOU can voluntarily contribute to the best of their ability and knowledge to the funding search for ensuring the accessibility and functionality of the RDMDT, including: labour and travel costs, costs of unpatented technological know-how, and other additional costs. A separate agreement will be drafted if enough funds are gathered to cover these costs.

3.1 Funding

The PPs can explore various avenues to pursue funding for the further development of the RDMDT, utilising both B2B and B2C strategies:

- B2B: The access to the tool may be acquired via subscription by umbrella organisations such as national or regional agencies, which can then pass the access privileges to multiple destinations.
- B2C: The access to the tool may also be acquired directly via subscription by individual tourism destinations.

In both cases, the subscription cost for the RDMDT covering one tourism destination/one user will be between 200 and 250 EUR per year for a subscription, giving unlimited access to the functions of the tool. The subscription shall be renewed annually. If the subscription is not renewed, the destination or organisation will not be able to access the RDMDT anymore, however they will retain any PDF reports generated during the active subscription period.

The subscription cost will be confirmed by the RDMDT Steering Committee (see chapter 5) and will be based on the latest cost overview. For B2B subscriptions, a discount may be included for bulk accesses of multiple destinations/multiple users. For umbrella organisations giving access for multiple destinations, there will be an additional option to include regional analytics. The additional costs for these analytics will be determined on a case-by-case basis, depending on the specific needs and requirements of the umbrella organisation.

3.2 Additional funding

Once the first milestone, required to fund the RDMDT's technical support for one calendar year, is reached, all potential additional funds will be allocated to the ongoing support and updates of the RDMDT, overseen by the Steering Committee.

4 Inclusion of the utilisation of the RDMDT in other projects after the end of the BeyondSnow project

After the end of the BeyondSnow project, the PPs can decide to include the RDMDT in other projects. In the case of the latter, it is suggested to the PPs that the minimum cumulative budget allocated for the inclusion of the tool should be € 10,000 per project, in order to cover analytics, hosting the RDMDT on dedicated infrastructure, offering technical support and coordinating with project partners.

Should the inclusion of the RDMDT in other projects result in necessary upgrades of the RDMDT, the minimum cumulative budget will be defined on a case-by-case basis, depending on the nature of the additional services needed (depending on the length of the project, any possible changes to the tool etc.). Additional services include, but are not limited to, adding new languages, adding new modules (for example: adding Carbon Footprint Calculator module, new sets of questions regarding different topics), advanced analytics etc.

The PPs express willingness to contribute non-monetary efforts for the inclusion of the RDMDT in various projects after the conclusion of the BeyondSnow project, including but not limited to: labour, travel, unpatented (technological) know-how, and other activities.

5 The RDMDT Steering Committee

After the end of the BeyondSnow project the interested PPs will form a RDMDT Steering Committee body (from hereinafter referred to as the “Steering Committee”) endowed with a decision-making mandate.

The Steering Committee shall consist of one representative of each interested PP (from hereinafter referred to as the “SC Member”). Each PP will be able to express its interest in becoming a SC Member at the end of the project. Only SC Members shall have the authority to make decisions regarding all matters related to the RDMDT following the completion of the BeyondSnow project.

The Steering Committee will commence its work after the end of the BeyondSnow project. The Steering Committee shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out in the RDMDT Steering Committee agreement.

The following decisions shall be taken by the Steering Committee:

- RDMDT content, finances and intellectual property rights
- Evolution of the Steering Committee
- Breach, defaulting member status and litigation

6 Default Operator in relation to the RDMDT after the conclusion of the BeyondSnow project

It is agreed at the outset that Arctur shall act as a 'default operator' in relation to the RDMDT after the duration of the BeyondSnow project. Arctur shall issue terms of service(s) to the prospective interested party/parties to provide the RDMDT software as a service. The offer to provide the use of the RDMDT shall include the then-current Arctur AAT ASPs Cost List and Service Level Agreement.

Arctur shall also be responsible for the formulation of the contract for the use of the RDMDT with joint or individual users, including the data processing agreement(s) within the scope of which the user(s) shall take the role of data controller(s) and Arctur the role of data processor. The results shall be owned by the respective user(s) that shall generate them with Arctur only processing the data on the behalf of the respective user(s). No joint ownership of the users results shall be established by this MOU.

7 Providing hosting and maintenance

7.1 Providing hosting and maintenance for the benefit of access and use of the RDMDT by the PPs for the duration of the BeyondSnow project

For the duration of the BeyondSnow project, Arctur agrees to provide hosting and maintenance for the benefit of access and use of the RDMDT by the PPs without costs in accordance with the Arctur's Service Level Agreement, which states that the service of the RDMDT will be provided as follows:

- Availability and required responsiveness of qualified personnel from Arctur, as well as the quality of maintenance and system support services (response time of 48 hours on weekdays from 8:00 to 16:00).
- Smooth operation of the AAT on Arctur's server infrastructure.
- Implementation of necessary AAT corrections based on errors recorded in server log files.
- Error detection and resolution for the smooth functioning of the AAT.
- Assurance of space on Arctur's server infrastructure and data transfer.
- Adequate quality, reliable, and fast connection to the internet network:
 - 1Gbps symmetrically;
 - SLA 99.98%;
 - Possibility of system access 24x7x365.
- Data security:
 - Secure data storage;

- Uninterrupted power supply (UPS);
- Daily and nightly archives, as well as permanent monthly archives;
- Replication of all data to a backup server located at an alternative site with a separate internet connection.
- User support (upon request) - Basic:
 - User support of up to 2 hours per month includes:
 - Guaranteed assistance to users via telephone, email, or remote access system;
 - Less complex tasks involving support, assistance, and answering user questions;
 - Configuration changes, minor fixes, and resolution of error occurs;
 - Response time of 48 hours on weekdays from 8:00 to 16:00.

In no event shall Arctur be liable or responsible to PPs, nor be deemed to have defaulted under or breached this MOU, for any force majeure that prevents them from meeting the provisions of this MOU, including but not limited to the provisions of the Service Level Agreement stated above.

The provisions of this “Providing hosting and maintenance for the benefit of access and use of the RDMDT by the PPs for the duration of the BeyondSnow project” section stated herein in this MOU shall automatically and immediately terminate upon the end of the BeyondSnow project.

7.2 Providing hosting and maintenance for the benefit of access and use of the RDMDT by the PPs after the duration of the RDMDT project

AAT Annual Subscription Packages (hereinafter AAT ASP) will cover Arctur's costs for hosting the RDMDT on dedicated infrastructure and offering technical support. At the time of service, the most recent cost list available for the AAT ASP will apply.

PPs shall be entitled to acquire an AAT ASP for the use of the RDMDT jointly, with interested PPs forming the RDMDT Steering Committee with the intention of jointly financing an AAT ASP and jointly managing the exploitation of the RDMDT after the duration of the BeyondSnow project.

After the duration of the BeyondSnow project, Arctur will operate in a dual capacity. On the one hand, Arctur is going to be a member of the RDMDT Steering Committee. On the other hand, it will function as a contractor that offers the services of hosting and maintaining the technical side RDMDT as well as

offering any other services that might be required and are not part of the AAT ASP (additional data exports, data analytics etc.).

Additional data analytics services may be offered outside the scope of this MOU, with any necessary agreements to be concluded separately.

8 Transitional and final provisions

The present MOU shall come into force after the end of the BeyondSnow project and shall remain in force 5 years after the duration of the BeyondSnow project.

All amendments or supplements to this MOU shall be valid only if made in writing and signed by all PPs, except for the RDMDT Steering Committee agreement, which shall be signed solely by the interested PPs after the completion of the BeyondSnow project.

The PPs have the right to terminate this MOU. The decisions to terminate this MOU shall be taken by unanimous agreement. The termination of this MOU shall take effect on the date when all PPs sign its termination.

This MOU shall be governed by and construed in accordance with Slovenian laws without reference to conflict of laws principles. The validity, construction and performance of this MOU shall be governed and construed in accordance with Slovenian laws without giving effect to any conflict of law provisions thereof. Any legal suit, action, or proceeding relating to this MOU must be instituted in the courts located in the City of Nova Gorica and each PP hereto irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

The rights of the PPs are personal and may not be assigned at any time without the prior written consent of the other PPs whose consent shall not be unreasonably withheld, provided that it shall be a requirement in all cases of assignation that the assignee undertakes to perform all outstanding obligations of the assignor as though the assignee had been an original PP hereto.

This MOU is sent to each PP in electronic form (PDF).

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Alpine Space



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April 2025
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SAB

Alliance in the Alps
The Community Network

FABRIQUE
TRANSITIONS

BeyondSnow is an Interreg - Alpine Space project co-funded by the European Union. It aims at decreasing the snow-dependency of Alpine Space snow tourism destinations, strengthen their resilience to climate change and retain/increase the viability for residents and their attractiveness for tourists.