



## Partnership Agreement

*Convenzione* n. 2024-1-IT02-KA220-HED-000244481<sup>1</sup>

The present Partnership Agreement, hereinafter referred to as "the Agreement", is made and entered into by and between,

UNIVERSITÀ DEGLI STUDI DI TORINO  
VIA GIUSEPPE VERDI 8  
10124 TORINO (ITALY)

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by Prof. Stefano Geuna, Rector, the legal representative as defined in the *Convenzione* n. 2024-1-IT02-KA220-HED 000244481,

and the following beneficiaries:

ASOCIATIA COMUNITATEA GIS DIN TIMISOARA	Romania
KARLSRUHER INSTITUT FUER TECHNOLOGIE	Germany
MASARYKOVA UNIVERZITA	Czechia
UNIVERSIDAD DE GRANADA	Spain
UNIVERSITA DELLA VALLE D'AOSTA	Italy

hereinafter referred to as the "beneficiaries", represented for the purposes of signature of this Agreement by their legal representatives, according to the Mandates previously signed.

Where a provision applies without distinction to the "coordinator" and the "beneficiaries", for the purpose of this Agreement they will be collectively referred to as the "beneficiaries".

The parties hereby have agreed as follows:

### Article 1

#### Subject of the Partnership Agreement

1.1 This Agreement defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ KA2 - *Cooperation Partnerships in the Field of Higher Education* " **SONification for Accessible and Inclusive Representation of GRAPHS in Education - SONAIRGRAPH**" (hereinafter referred to as the "project").

1.2 The coordinator and the beneficiaries undertake to do everything in their power to carry out the work programme forming the subject of this Agreement, which falls within the framework of the ***Convenzione* n. 2024-1-IT02-KA220-HED-000244481**, concluded between the coordinator and the Italian National Agency Erasmus Plus Indire (hereinafter referred to as the "Executive Agency" or "EA"), related to the above-mentioned project.

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<sup>1</sup> *Convenzione* n. 2024-1-IT02-KA220-HED-000244481 refers to the Agreement signed between the Coordinator and the Italian National Agency Erasmus Plus Indire.



1.3 The subject matter of this Agreement and the related work programme are detailed in the annexes of the Convenzione. The respective Convenzione terms and conditions, related annexes and guidelines, shall form an integral part of the present Agreement, and take precedence over it (see Article 20 of the present Agreement for the list of annexes).

1.4 The coordinator and the beneficiaries shall be bound by the terms and conditions of this Agreement, the Convenzione and any further amendments of the latter.

## Article 2

### Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Convenzione. According to the Convenzione, the Project has the total duration of 36 months, starting on 1st September 2024 and ending on 31st August 2027.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Convenzione or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the coordinator has been discharged in full of his obligations arising from the Convenzione signed with the Executive Agency or the complete fulfilment of all obligations undertaken by the Parties under this Partnership Agreement depending on which occurs later. All provisions of this Agreement which by nature should survive the termination of this Agreement shall so survive such termination. This shall include without limitation the provisions relating to repayment of excessively received grant amount, checks and audits, results and confidentiality, for the time period mentioned therein, as well as for liability, and applicable law, all of this Agreement.

## Article 3

### Obligations and responsibilities

3.1 General obligations and role of the beneficiaries (including the coordinator).

The beneficiaries:

- (a) are jointly responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the work programme and schedule set forth in the Convenzione and approved application, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Convenzione and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) are jointly responsible for complying with any legal obligations' incumbent on them jointly or individually;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;



- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.
- (f) shall enter into a subcontract or otherwise involve third parties only in accordance with the Convenzione and remain responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Agreement and of the Convenzione.
- (g) shall ensure that the involvement of employees, third parties, etc. does not affect the rights and obligations of the other parties under this Agreement and the Convenzione and shall especially ensure that the conditions applicable to them under Annex III– “Allegato 2 - Norme specifiche”, Articles 33 (Risarcimento Danni), 12 (Conflitto di interessi), 13 (Riservatezza e Sicurezza), 16 (Pre-existing Rights and ownership and use of the results) and 25 (Checks, Audits and Evaluation) of the Convenzione are also applicable to a contractor and that the contractor has no rights vis-à-vis the Agency.
- (h) are aware that the allocation of project funding is subject to the receipt by the coordinator of the respective project funding from the Executive Agency and that the coordinator assumes no liability for any delays in payment by the Executive Agency.
- (i) are aware that all payments shall be regarded as advances pending explicit approval of the final report, the corresponding cost statement and the quality of the results of the project and that all payments may be subject to reclamation, reimbursement, etc. in the case the Executive Agency does not approve a certain cost-position or rejects output of the project, due to a lack of quality or other reasons.
- (j) understand, that even if a personal result is sufficient for the approval by the Executive Agency the whole amount paid to a party may be subject to reclamation, if the Executive Agency does not approve the project's results itself.
- (k) are aware that recoveries may also take place after the payment of the balance.
- (l) are aware of the fact that the Coordinator will not compensate for the ineligibility of costs e.g. caused by any violation of the Convenzione or this Agreement.
- (m) are aware that in case of recovery, reclamation, etc. the beneficiary which received the amount to be repaid shall repay the amount due without any delay. In case another beneficiary repays the amount, especially because the beneficiaries possibly function as a joint and several debtors vis a vis the EA, the beneficiary which received the amount to be repaid shall indemnify, make good, save and hold harmless the other beneficiary without delay. In case the amount to be repaid cannot be attributed to a specific beneficiary or in case the other beneficiaries have to step in e.g. because deadlines for repayment otherwise would not be met or in case of bankruptcy or insolvency of a beneficiary and the like, the other beneficiaries shall cover the amount according to their Action shares, but shall have the right to recover the money from the affected beneficiary.
- (n) are aware of the rights granted to the European Union in the Convenzione (e.g. Art 16.1, 16.2, 16.3) concerning the Results of the project and any pre-existing industrial and intellectual property rights, which have been included in the Results, and warrant that they will meet their respective obligations and shall implement the necessary measures.



- (o) shall, to the fullest extent they can lawfully do so, ensure that it can grant rights and fulfil the obligations under the Convenzione and this PA notwithstanding any rights of its employees or Subcontractors in Results so created.
- (p) are aware that the coordinator is entitled to withhold all payments if a beneficiary fails to perform any obligations under the present Agreement or the Convenzione or if a beneficiary is suspected of unlawful use of project funding.
- (q) are aware that the coordinator is entitled to submit reports, financial statements, etc. to the EA without the data of a beneficiary, if the beneficiary fails to submit the data on time and the deadline set by the EA or the Convenzione expires.

### 3.2 Specific obligations and role of the coordinator.

The coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the project in accordance with the Convenzione;
- (b) be the intermediary for all communication between the beneficiaries and the Executive Agency, and inform the beneficiaries of any relevant communication exchanged with the Executive Agency;
- (c) inform the beneficiaries of any changes connected to the project or to the Convenzione, or of any event likely to substantially affect the implementation of the action;
- (d) as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Art. 5 of this Agreement and shall be entitled to recover any payments already paid to a beneficiary or withhold any payments especially in cases of non-delivery of results and/or reports, outstanding claims concerning the repayment of excessively received grant amounts, or any other failure to perform duties according to the Convenzione or this Agreement, or if suggested by the EA or other competent authorities;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Convenzione and this Agreement based on the information received by the beneficiaries;
- (f) comply with all reporting requirements vis-à-vis the Executive Agency, as per the dispositions of Article 21 of the Convenzione. The coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the beneficiaries, as per the dispositions of Article 22 of the Convenzione;
- (h) provide the beneficiaries with official documents related to the project, the various reports templates and any other relevant document concerning the project.
- (i) transmit to the beneficiaries copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.



### 3.3 Specific obligations and role of each beneficiary (excluding the coordinator).

Each beneficiary undertakes to:

- (a) ensure adequate communication with the coordinator and with the other beneficiaries;
- (b) support the coordinator in fulfilling its tasks according to the Convenzione;
- (c) submit in due time to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in this Agreement and the Convenzione, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) submit to the coordinator reports with financial statements and all documents according to the audit requirements laid down in the Convenzione and all other reporting requirements and supporting documents including a technical report as requested by the coordinator and/or laid out in the Convenzione (at least 30 days prior to the expiration of the official deadline for the presentation of the interim report or deadline set by the coordinator) as prerequisite for the transfer of financing by the coordinator as stipulated in the data sheet, 4.2, of the Convenzione;
- (e) ensure an adequate and orderly accounting of their project activities, and assume the sole respective liability also for the ineligibility of expenses and costs and the immediate repayment of excessively received grant amounts;
- (f) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project or instrumental in checking that the project is being or has been carried out, or grant amounts are used according to the Convenzione, or that costs are eligible and justified;
- (g) immediately notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);
- (h) immediately inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.

## Article 4

### Financing the action

**4.1** The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Convenzione amounts to EUR 400.000,00 and shall take the form as stipulated in Annex II of the Convenzione.

**4.2** The Erasmus+ grant contribution is awarded to the partnership under the form of lump sum for the implementation of work packages.

Lump sum contributions are eligible if:

- (a) they are listed in the Annex II - *Allegato 1 - Descrizione dell'azione, elenco degli altri beneficiari e budget previsto per l'azione*



(b) the work packages or activities (as the case may be) are completed and the work is properly implemented by the beneficiaries and/or the results are achieved in accordance with Annex 1 and during the period referred to in Article 4 of the Convenzione (with the exception of the work/results relating to the submission of the final report, which may be achieved at a later stage; see Article 21).

**4.3** Full details of the estimated budget breakdown per funding source, beneficiary and budget category is given in Annex II of this Agreement.

## Article 5

### Payment arrangements

**5.1** The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary using the accounts communicated by the beneficiaries.

**5.2** The transfer of the Erasmus+ grant contribution to individual beneficiaries will be implemented in accordance with the following timetable and procedure:

1. An amount equivalent to 40% of the Agency's contribution (160.000,00 €) to the Beneficiaries, referred to as a prefinancing, shall be transferred to the Coordinator within 30 days from the signature of the Convenzione. Coordinator will proceed to transfer this prefinancing to the Beneficiaries after the signature of the Partnership Agreement by all Beneficiaries;

2. A second pre-financing of maximum 40% (160.000,00 €) of the Agency's contribution will be transferred to the Coordinator in one solution after the approval of the "Rapporto Periodico" from the Executive Agency (60 days after the submission). The transfer from the Coordinator to all the partners will be realized when each beneficiary has fully completed all its obligations due in each expected internal progress reports, providing quality outputs consistent with the planned activities, within the time scheduled by the project.

- The first progress report should be submitted by the Coordinator to the Agency before 01/11/2025, including the activities from 01/09/2024 to 01/10/2025.
- The second one, the "Rapporto Periodico", should be submitted by the Coordinator to the Agency before 30/04/2026, including the activities from 01/09/2024 to 30/03/2026.

The Beneficiaries must submit to the Coordinator their reports at least 15 days after the end of the reporting periods. Thus:

- The first progress report should be submitted by the Beneficiaries to the Coordinator before 15/10/2025;
- The second one, the "Rapporto Periodico", should be submitted by the Beneficiaries to the Coordinator before 15/03/2026;

3. The final payment will be made by the Coordinator to the Beneficiaries after the acceptance of the final report. The final report will be evaluated within 60 days after the submission by the Coordinator to the Agency (before 30/10/2027). The final report should be submitted by the Beneficiaries to the Coordinator before 30/09/2027. The maximum amount paid to each partner is 20% of the grant (80.000,00 €). The coordinator reserves the right to withhold any payments to all beneficiaries for as long as a party has not repaid any excessively received grant amounts, since the beneficiaries function





as a joint and several debtors vis a vis the EA and thus are all liable for the repayment of excessively received grant amounts.

The specific deadlines, quotas and the timing of the fundings for each partner are summarised in the following tables:

	Reports			Payments		
	Reference period	Name	Deadline for the Coordinator	Percentage	Amount	Payment deadline
<b>UNIVERSITA DEGLI STUDI DI TORINO</b>	/	/	/	First pre-financing (40%)	40.872 €	After the signing of the Convenzione
	from 01/09/2024 to 01/10/2025	Progress Report	before 01/11/2025	/	/	/
	from 01/09/2024 to 30/03/2026	Rapporto periodico	before 30/04/2026	Second pre-financing (max. 40%)	40.872 € max	60 days after the submission of the report
	from 01/09/2024 to 31/08/2027	Final Report	before 30/10/2027	Final payment (max. 20%)	20.436 € max	60 days after the submission of the report

	Reports			Payments		
	Reference period	Name	Deadline for each beneficiary	Percentage	Amount	Payment deadline
<b>ASOCIATIA COMUNITAT EA GIS DIN TIMISOARA</b>	/	/	/	First pre-financing (40%)	13.440 €	After the signing of the PA
	from 01/09/2024 to 01/10/2025	Progress Report	before 15/10/2025	/	/	/
	from 01/09/2024 to 30/03/2026	Rapporto periodico	before 15/04/2026	Second pre-financing (max. 40%)	13.440 € max	After the reception of the second pre-financing by the Coordinator from the Agency (60 days after the submission of the report)
	from 01/09/2024 to 31/08/2027	Final Report	before 30/09/2027	Final payment (max. 20%)	6.720 € max	After the reception of the saldo by the Coordinator from the Agency (60 days after the submission of the report)



	Reports			Payments		
	Reference period	Name	Deadline for each beneficiary	Percentage	Amount	Payment deadline
<b>KARLSRUHE R INSTITUT FUER TECHNOLO GIE</b>	/	/	/	First pre-financing (40%)	31.600 €	After the signing of the PA
	from 01/09/2024 to 01/10/2025	Progress Report	before 15/10/2025	/	/	/
	from 01/09/2024 to 30/03/2026	Rapporto periodico	before 15/04/2026	Second pre-financing (max. 40%)	31.600 € max	After the reception of the second pre-financing by the Coordinator from the Agency (60 days after the submission of the report)
	from 01/09/2024 to 31/08/2027	Final Report	before 30/09/2027	Final payment (max. 20%)	15.800 € max	After the reception of the saldo by the Coordinator from the Agency (60 days after the submission of the report)

	Reports			Payments		
	Reference period	Name	Deadline for each beneficiary	Percentage	Amount	Payment deadline
<b>MASARYKO VA UNIVERZITA</b>	/	/	/	First pre-financing (40%)	25.844 €	After the signing of the PA
	from 01/09/2024 to 01/10/2025	Progress Report	before 15/10/2025	/	/	/
	from 01/09/2024 to 30/03/2026	Rapporto periodico	before 15/04/2026	Second pre-financing (max. 40%)	25.844 € max	After the reception of the second pre-financing by the Coordinator from the Agency (60 days after the submission of the report)
	from 01/09/2024 to 31/08/2027	Final Report	before 30/09/2027	Final payment (max. 20%)	12.922 € max	After the reception of the saldo by the Coordinator from the Agency (60 days after the submission of the report)





	Reports			Payments		
	Reference period	Name	Deadline for each beneficiary	Percentage	Amount	Payment deadline
<b>UNIVERSITÀ D DE GRANADA</b>	/	/	/	First pre-financing (40%)	24.640 €	After the signing of the PA
	from 01/09/2024 to 01/10/2025	Progress Report	before 15/10/2025	/	/	/
	from 01/09/2024 to 30/03/2026	Rapporto periodico	before 15/04/2026	Second pre-financing (max. 40%)	24.640 € max	After the reception of the second pre-financing by the Coordinator from the Agency (60 days after the submission of the report)
	from 01/09/2024 to 31/08/2027	Final Report	before 30/09/2027	Final payment (max. 20%)	12.320 € max	After the reception of the saldo by the Coordinator from the Agency (60 days after the submission of the report)

	Reports			Payments		
	Reference period	Name	Deadline for each beneficiary	Percentage	Amount	Payment deadline
<b>UNIVERSITÀ DELLA VALLE D'AOSTA</b>	/	/	/	First pre-financing (40%)	23.604 €	After the signing of the PA
	from 01/09/2024 to 01/10/2025	Progress Report	before 15/10/2025	/	/	/
	from 01/09/2024 to 30/03/2026	Rapporto periodico	before 15/04/2026	Second pre-financing (max. 40%)	23.604 € max	After the reception of the second pre-financing by the Coordinator from the Agency (60 days after the submission of the report)
	from 01/09/2024 to 31/08/2027	Final Report	before 30/09/2027	Final payment (max. 20%)	11.802 € max	After the reception of the saldo by the Coordinator from the Agency (60 days after the submission of the report)



**5.3** Beneficiaries are obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in accordance with the terms and provisions of the present Agreement and the Convenzione and its annexes. Erasmus+ grant amounts received in advance and not used by the beneficiaries will be reimbursed to the Coordinator at the latest 30 days after the end of the project's contractual period.

**5.4** If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partners and the amount of expenditure declared eligible by the Executive Agency at the end of the project, the following procedure will apply:

the beneficiary(ies) responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator immediately as stipulated in this Agreement.

**5.5** The costs of financial transfers shall be borne as following:

- the costs of transfers charged by the bank of the coordinator shall be borne by the coordinator;
- the costs of transfers charged by the bank of the beneficiary shall be borne by the beneficiary;
- costs of repeated transfers or reimbursements, repayments etc. caused by one of the parties shall be borne by the party that caused the repeated transfer, reimbursement, repayment.

**5.6** Transfer shall be made by the Coordinator to the Beneficiaries' bank accounts as indicated below:

ASOCIATIA COMUNITATEA GIS DIN TIMISOARA  
Account name: ASOCIATIA COMUNITATEA GIS DIN TIMISOARA  
Bank: Transilvania  
IBAN: RO90BTRLEURCRT0493282101  
BIC/SWIFT: BTRLRO22  
Bank Branch Address: Cluj-Napoca City, Calea Dorobantilor 30-36, Cluj County, Romania

KARLSRUHER INSTITUT FUER TECHNOLOGIE  
Account name: KIT, Kaiserstraße 12, 76131 Karlsruhe  
**Reference: PSP 02.047771251, SONAIRGRAPH**  
Bank: Deutsche Bundesbank Karlsruhe  
IBAN: DE57 6600 0000 0066 0015 08  
BIC/SWIFT: MARK DE F1660  
Bank Branch Address: Südenndstrasse 46, 76135 Karlsruhe

MASARYKOVA UNIVERZITA  
Account name: Masarykova univerzita  
Bank: Komerční banka  
IBAN: CZ43 0100 0000 0000 8563 6621  
BIC/SWIFT: KOMBCZPPXXX  
Bank Branch Address: Komerční banka, Nám. Svobody 21, 602 00 Brno



UNIVERSIDAD DE GRANADA

Account name: Universidad de Granada

Bank: Caixa Bank

IBAN: ES71 2100 4224 3913 0081 0910

BIC/SWIFT: CAIXESBBXXX

Bank Branch Address: C. Gran Via de Colon, 19, 18001 Granada, Spain

Account name: UNIVERSITÀ DELLA VALLE D'AOSTA

– UNIVERSITÉ DE LA VALLÉE D'AOSTE

Bank: BANCA POPOLARE DI SONDRIO

IBAN: IT54 W056 9601 2000 0007 1019 X27

BIC/SWIFT: POSOIT22

Bank Branch Address: CORSO BATTAGLIONE AOSTA,  
79 – 11100 AOSTA (VALLE D'AOSTA) - ITALIA

## Article 6

### Reporting

**6.1** The coordinator is responsible for submitting in due time to the EA all reports and financial statements as required in the Convenzione. For this purpose and in a timely manner, the beneficiaries commit to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Convenzione.

**6.2** The coordinator shall provide the beneficiaries with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO.

**6.3** The beneficiaries shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for a period of 5 years after the payment of the final balance under the Convenzione.

**6.4** The coordinator may reject any item which cannot be justified in accordance with the rules set out by the Executive Agency in the Convenzione.

## Article 7

### Budgetary and financial management

**7.1** The Erasmus+ grant contribution for the Working Packages will be calculated on the basis of the Budget annexed to the project proposal. The Working Packages foreseen in the project and their leaders are the following:

	BUDGET	WP LEADER
WP1 - Project Management	77 790,00 €	UNIVERSITA DEGLI STUDI DI TORINO



WP2 - Methodological phase: state of the art and development of a methodological protocol to test Audiofunctions.	95 000,00 €	UNIVERSITA DEGLI STUDI DI TORINO
WP3 - Testing and developing phase: the application is tested and the results of the analysis are used to develop an improved version of the application	123.300,00 €	KARLSRUHER INSTITUT FUER TECHNOLOGIE
WP4 - Delivery phase: dissemination of Audiofunctions via an online platform.	103.910,00 €	MASARYKOVA UNIVERZITA

**7.2** The beneficiaries confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.

**7.3** It is the responsibility of each beneficiary to verify that their staff and students have sufficient insurance while participating in project activities.

## Article 8

### General administrative provisions

**8.1** Any important project related communication between the parties shall be done in writing and addressed to the appointed project manager of each beneficiary, as per the details below:

For the coordinator:

**Anna Capietto**

[anna.capietto@unito.it](mailto:anna.capietto@unito.it)

UNIVERSITÀ DEGLI STUDI DI TORINO

Dipartimento di Matematica

Via Carlo Alberto, 10 - 10123 TORINO (ITALY)

For the beneficiaries:

ASOCIATIA COMUNITATEA GIS DIN TIMISOARA

- **Alina Satmari**

[alina.satmari@e-uvvt.ro](mailto:alina.satmari@e-uvvt.ro)

Timisoara, CP300571, No 38 Constructorilor Str, Ap. 106, Timis County, Romania



KARLSRUHER INSTITUT FUER TECHNOLOGIE

Zentrum für digitale Barrierefreiheit und Assistive Technologien (ACCESS@KIT)

- **Prof. Dr.-Ing. Rainer Stiefelhagen**

[rainer.stiefelhagen@kit.edu](mailto:rainer.stiefelhagen@kit.edu)

MASARYKOVA UNIVERZITA

- **Martin Bareš**

[legal.representative@muni.cz](mailto:legal.representative@muni.cz)

Žerotínovo nám. 9, 601 77 Brno, Czech Republic

UNIVERSIDAD DE GRANADA

- **International Projects Unit**

[intlprojects@ugr.es](mailto:intlprojects@ugr.es)

Oficina de Relaciones Internacionales

Complejo Administrativo Triunfo

Avenida del hospicio s/n

18071 GRANADA (SPAIN)

UNIVERSITA DELLA VALLE D'AOSTA – UNIVERSITÉ DE LA VALLÉ D'AOSTE

- **Claudia Maria Chanu**

[progetti@univda.it](mailto:progetti@univda.it)

Strada Cappuccini, 2A, 11100 AOSTA – VALLE D'AOSTA (ITALY)

**8.2** Any changes to the above information should be communicated in a timely manner.

## Article 9

### Promotion and visibility

**9.1** The coordinator and the beneficiaries shall ensure adequate promotion of the project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the project.



**9.2** Any notice or publication by the project, including at a conference or a seminar, must specify that the project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.13 of the *Convenzione*.

## Article 10

### Confidentiality and data protection

**10.1** The coordinator and the beneficiaries undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

**10.2** All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article II.7 of the Annex I of the *Convenzione* and in accordance with the GDPR and all other applicable data protection legislation. In particular, the parties will implement the necessary technical and organizational measures, but in any case ensure that the persons authorized to process the data have or are committed to unrestricted confidentiality. In any event, the use of processors, in particular cloud providers, instant messaging services and e-mail providers, must comply with Article 28 GDPR. The processing/transfer of data outside the EU by beneficiaries located in the EU shall only be admissible when the necessary prerequisites according to the GDPR are met. The parties undertake to conclude appropriate further agreements (eg according to Art. 26 or Art. 28 GDPR) if necessary.

## Article 11

### Ownership and property rights

**11.1** The ownership of all results including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the Action, shall be vested in the beneficiaries, in compliance with Article II.9 of the Annex I of the *Convenzione*. Results shall be owned by the Party whose employee(s) generated such results, or on whose behalf such results have been generated. The parties shall be – concerning the results they own – completely free to pursue any further activities including but not restricted to publications, follow up projects (funded or not) or continual development thereof.

**11.2** Where results are generated from work carried out jointly by two or more Parties and if the contributions to or features of such results form an indivisible part thereof, such that under applicable law it is not possible to separate them for the purpose of Exploitation, those Parties shall jointly own equal undivided shares in that results, and shall be free to use and exploit the results, without payment of compensation to any other such Party.

**11.3** Materials already developed and brought in (Background) may be only used within the scope of the Project.





**11.4** Access Rights to results and background for the implementation of the Action are hereby requested, and shall be deemed granted, as of the date of the *Convenzione* entering into force, on a royalty-free basis to and by all Parties, and shall terminate automatically upon completion of the Action.

**11.5** The Parties shall disseminate the Project results in particular according to the *Convenzione*. They shall take care that the publications do not negatively affect the legitimate interests of other Parties, e.g. lead to the publication of Confidential Information and the rules of good scientific practice are met.

## Article 12

### Liability

12.1. Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students. This exclusions and limitations shall not apply in respect of any: grant amounts to be recovered or reimbursed.; amounts to be paid as penalties according to the *Convenzione*; fraud; death, injury to natural persons. The parties shall in no case be liable for: loss of profits, revenue, income, interest, savings, shelf-space, production and business opportunities; lost contracts, goodwill, and anticipated savings; any type of indirect, incidental, punitive, special or consequential loss or damage. Subject to the preceding provisions, the aggregate liability of each to all of the other Parties collectively in respect of any and all such claims shall not exceed the greater of the sum of their financial share in the Action.

12.2. If a party is obliged to repay grant amounts it received or is denied funding, and if another party is responsible for this, the responsible partner is liable to the injured party for the total lost funding in all cases of negligence or willful intent.

12.3. Each contracting party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said contracting party's obligations by it or on its behalf under this Partnership Agreement or from its use of project results or Background. The party responsible for any loss, damage or injury to third parties shall indemnify other parties not responsible, if the third parties make claims on such parties. Limitations or exclusions of liability shall in this case not apply.

12.3 Each party agrees to indemnify the coordinator, in case of any action, complaint or proceeding brought by the funding authority or related entities (Commission, OLAF, auditors, etc.) against the coordinator as result of damage caused, either by any act or omission committed by the party in performing its obligations. Limitations or exclusions of liability shall in this case not apply.



## Article 13

### Conflict of interest

13.1 The coordinator and beneficiaries must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

13.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the coordinator without delay, and the beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

13.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article 12.1 of the *Convenzione*.

## Article 14

### Working languages

14.1 The working language of the partnership shall be English.

14.2 Both parties commit in allocating to the project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

## Article 15

### Conflict resolution

15.1 In case of conflict between the project partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 Disputes should be addressed in writing to the coordinator who will nominate a board consisting of representatives of all the project partners, that will try to mediate in order to resolve the conflict.

## Article 16

### Applicable law and jurisdiction, other

16.1 The Agreement is governed by EU law, supplemented where necessary by the national law of the Member State of the paying authority.

16.2 In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the coordinator's country.



16.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

16.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

16.5 This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

16.6 No beneficiary shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the Consortium. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

## **Article 17**

### **Termination of the Agreement**

17.1 In the event that any of the beneficiaries fail to perform any obligations under the present Agreement or the *Convenzione*, the coordinator may terminate their participation in the project, upon formal written authorisation by the Executive Agency.

17.2 The coordinator shall notify the beneficiary in cause by registered letter. The beneficiary has one month to supply all relevant information to appeal the decision.

## **Article 18**

### ***Force Majeure***

18.1 If either parties face a case of *force majeure* (as defined in article 35 or the *Convenzione*), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

18.2 Neither of the parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to *force majeure*. The parties shall take all necessary measures to minimise possible damage to successful project implementation.

## **Article 19**

### **Amendments**

19.1 Any amendments to this Agreement must be made in writing by means of a Supplementary Agreement, and become effective when signed by the authorised legal representatives of all parties. No oral agreement may bind the parties to this effect.



19.2 The amendment may not have the purpose or the effect of making changes which might call into question the dispositions of the *Convenzione*.

## Article 20

### Annexes

- Annex I - *Convenzione* signed by the Coordinator and the Agency
- Annex II - *Allegato 1 - Descrizione dell'azione, elenco degli altri beneficiari e budget previsto per l'azione*
- Annex III - Allegato 2 - Norme specifiche
- Annex IV - Allegato 3 - Moduli di adesione per i beneficiari

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.



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**For the Coordinator**

UNIVERSITÀ DEGLI STUDI DI TORINO

The legal representative

Stefano Geuna

Rector

Signature and stamp

Done in Turin

Date

**For the Beneficiary**

UNIVERSITA DELLA VALLE D'AOSTA

The delegate of the legal representative (ref.  
Università della Valle d'Aosta – Université  
de la Vallée d'Aoste's Council's deliberation  
n. 5/2024)

Manuela Ceretta

Rector

Done in Aosta

Date