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Erasmus+ Programme

Key Action 2

Cooperation for innovation and the exchange of good practices Capacity-Building projects in the field of Higher Education (E+CBHE)

Agreement Number: 618942-EPP-1-2020-1-AT-EPPKA2-CBHE-JP

Project Name: "Network of Competence on Internet of Things" - NEON

Partnership Agreement

The present Partnership Agreement, hereinafter referred to as "the Agreement", is made and entered into in January 2021 (hereinafter referred to as the "**Effective Date**") by and between,

1. Universität Klagenfurt, Universitätsstraße 65-67, 9020, Klagenfurt, Austria, represented by Ass. Prof. Dr. Doris Hattenberger, Vice-Rector for Education, [UNI-KLU]

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by Ass. Prof. Dr. Doris Hattenberger, Vice-Rector for Education, the legal representative as defined in the Grant Agreement **618942-EPP-1-2020-1-AT-EPPKA2-CBHE-JP**,

and the following beneficiaries:

2. Universidad Carlos III de Madrid, Calle Madrid 126, Despacho 8.0.17, 28903 Getafe (Madrid), Spain, represented by Prof. Dr. Juan Romo Urroz, Rector of the University, [UC3M]
3. Universidad Nacional de Córdoba, Av. Vélez Sarsfield 1611, X5016 GCA, Córdoba, Argentina, represented by Prof. Dr. Hugo Oscar Juri, Rector of the University, [UNC]
4. Universidad Nacional del Sur, Av. Colón 80, 8000 FTN, Bahía Blanca, Argentina, represented by Prof. Dr. Javier Orozco, Vice-Rector of the University, [UNS]
5. Universidad Nacional de Mar del Plata, Diagonal Juan B. Alberdi 2695, 7600 Mar del Plata, Argentina, represented by Esp. Cdr. Alfredo Remo Lazzeretti, Rector of the University, [UNMDP]
6. Universidad de la República, Av. 18 de Julio 1824, Piso 1, Montevideo, Uruguay, represented by Prof. Rodrigo Arim Ihlenfeld, Rector of the University, [UdelaR]
7. Universidad Católica del Uruguay, Av. 8 de Octubre 2738, Montevideo, Uruguay, represented by Dr. Daniel Perciante, Vice Rector for research of the University, [UCU]
8. INCUTEX S.R.L., Av. Vélez Sársfield 576 (5th floor), Córdoba, Argentina, represented by Pablo Javier Manzano, CFO, [INCUTEX]
9. ALASSIO S.A. (Inc.), Paysandú 1371, Montevideo CP11300, Uruguay, represented by Raul Palacios Maceira, Board representative, [ALASSIO]

10. ALENET S.A., Michigan 1376, CP 11400, Montevideo, Uruguay, represented by MSc. Agustín Derrégibus, CEO, [ALENET]

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 and attached to the Grant Agreement (here in Annex IV).

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+ CBHE action NEON – Network of Competences on Internet of Things (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 Grant Agreement 618942-EPP-1-2020-1-AT-EPPKA2-CBHE-JP concluded between the coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), related to the above-mentioned project.

1.3 The subject matter of this Agreement and the related work programme are detailed in the annexes of the Grant Agreement. The respective Grant Agreement 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 Grant Agreement 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 Grant Agreement.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement 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 Grant Agreement 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 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 Grant Agreement 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 Grant Agreement 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 Grant Agreement and shall remain responsible for carrying out its relevant part and shall be responsible for such third party's compliance with the provisions of this Agreement and of the Grant Agreement.
- (g) shall ensure that the involvement of third parties does not affect the rights and obligations of the other parties under this Agreement and the Grant Agreement.
- (h) shall be especially aware of the rules laid down in the Grant Agreement concerning the award of contracts (e.g. Art I.10, Art II.10, Art II.11) and shall especially ensure that the conditions applicable to them under Articles II.4 (Liability for Damages), II.5 (Conflict of Interest), II.6 (Confidentiality), II.9 (Pre-existing Rights and ownership and use of the results) and II.27 (Checks, Audits and Evaluation) of the Grant Agreement are also applicable to a contractor and that the contractor has no rights vis-à-vis the Agency.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) are aware that recoveries may also take place after the payment of the balance.
- (m) are aware of the fact that the Coordinator will not compensate for the ineligibility of costs e.g. caused by any violation of the Grant Agreement or this Agreement.
- (n) are aware of the rights granted to the European Union in the Grant Agreement (e.g. Art I.8, Art. II.9) 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 GA and this Partnership Agreement notwithstanding any rights of its employees or Subcontractors in Results so created.
- (p) are aware that the coordinator is entitled to withhold payments if they fail to perform any obligations under the present Agreement or the Grant Agreement.
- (q) are aware that project manager, bank account and legal representative data can be subject to changes during the project implementation period without the need of an amendment to the present Agreement provided that the coordinator is informed in a timely matter.

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 Grant Agreement;
- (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 Grant Agreement, 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 Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. 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 I.4 of the Grant Agreement;
- (h) provide one copy of this Agreement duly signed to each beneficiary and to the Executive Agency within 6 months of the signature of the Grant Agreement.
- (i) provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the Guidelines for the Use of the Grant, the various reports templates and any other relevant document concerning the project.
- (j) 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 Grant Agreement;
- (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 the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;

- (d) ensure an adequate and orderly accounting of their project activities, and assume the respective liability also for the ineligibility of expenses and costs
- (e) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;
- (f) 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.);
- (g) inform the coordinator in due time of any change in its legal, financial, bank account (Annex V), technical, organisational or ownership situation and of any change in its name, address, legal representative, appointed project manager (Article 8).

Article 4 **Financing the action**

4.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to EUR 999,071.00 and shall take the form as stipulated in Annex III of the Grant Agreement.

4.2 The Erasmus+ grant contribution is awarded to the partnership under the form of:

- a "*reimbursement of actual costs*" for Equipment and Subcontracting costs
- a "*unit contribution*" to the costs incurred for Staff costs, Travel costs and costs of Stay

4.3 The grant contribution to the project is intended to cover only part of the costs actually incurred by the beneficiaries in carrying out the activities foreseen. The beneficiaries commit to provide additional resources to the project so as to ensure its full implementation in accordance with the Grant Agreement.

4.4 Full details of the estimated (as per project proposal) 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 stipulated in Annex V of this Agreement.

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

The coordinator will transfer to the respective account of each beneficiary as stated within the Grant Agreement signed with the Agency:

- 5.2.1. Upon entry into force of this partnership agreement (after both parties signed this agreement), and sending an invoice or a request of payment by email quoting the reference **ABI 143400003**, to the project manager's administrative assistant Ms. Romana Walcher, e-mail romana.walcher@aau.at and in copy to prof. Andrea Tonello, e-mail andrea.tonello@aau.at, a pre-financing payment of 50% of the maximum amount of the grant deducted of the travel costs and costs of stay of the grant (referred to as Amount 1) will be paid to each partner to the respective account proportionally to their share in the total project budget (as reported in Annex II) in two parts. The deduction is made in consideration of the Covid 19 pandemic and the worldwide travel restrictions in place.
- Part 1: 80% of Amount 1 immediately after receiving the pre-financing from the Agency and the signature of this partnership agreement;

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- Part 2: 20% of Amount 1 after submitting to the coordinator the first internal financial report made to monitor by the coordinator the regular advancement of the project activities and financial expenses. Such a report has to be submitted to the coordinator after 6 months from the starting date of the project (14 July 2021).
- The remaining part, namely 50% of the maximum amount of the travel costs and costs of stay of the grant will be distributed as soon as travelling restrictions are removed and beneficiaries provide evidence of implementation of travel as planned in the project proposal and indicated in the budget.

5.2.2. A second pre-financing of maximum 40% of the grant will be made by the coordinator to the beneficiaries proportionally to their share in the total project budget subject (as reported in Annex II) to the following conditions:

- After the beneficiary has contributed to the progress report on implementation of the action to be delivered at the latest half way through the eligibility period (i.e., at the latest July 2022) set out in Article I.2.2 in the Grant Agreement;
- After the beneficiary provides evidence of implementation of travel as planned in the project proposal and indicated in the budget. Otherwise 40% of the maximum amount of the travel costs and costs of stay of the grant will not be distributed until travel is realized.
- Each Beneficiary provides to the Coordinator a statement on eligible end full supporting documentation on project expenditure of at least 70% of the first pre-financing payment (at Article 5.2.1 above) and within 60 days after the coordinator has received the second pre-financing instalment from the Executive Agency. The above statement should be sent along with an invoice, or request of payment, quoting the reference **ABI 143400003**, to the project manager's administrative assistant Ms. Romana Walcher, e-mail romana.walcher@aau.at, and in copy to prof. Andrea Tonello, e-mail andrea.tonello@aau.at;
- After the acceptance of the progress report by the Executive Agency.

5.2.3 The last, final payment will be made by the coordinator to the beneficiaries after the acceptance of the final report. The maximum amount paid to each partner is 10% of the grant according to their share in the total project budget and taking into account possible underspending by the beneficiaries having reported lower costs with respect to the ones estimated in the project proposal and associated budget. The payment will be made after the end of the project, the acceptance of the report by the Executive Agency, and the final payment received by the Agency.

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 Grant Agreement 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 partnership 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.

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

All costs for bank transfers from the coordinator to the beneficiary shall be borne by the beneficiary for financial transfers to partner countries. As there are not financial transfer costs in Europe, the European beneficiaries do not need to pay for any transfers made. Should there be financial transfers

from the beneficiary to the coordinator because of recovery ordered by the Executive Agency, the associated costs shall be borne by the beneficiary.

Article 6

Reporting

6.1 The coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. 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 Grant Agreement.

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 For the purpose of monitoring the advances of activities and budget expenditures, the beneficiary will send to the coordinator an internal financial report at least every six months.

6.4 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 Grant Agreement. The coordinator may reject any item which cannot be justified in accordance with the rules set out by the Executive Agency in the Grant Agreement and in the Guidelines for the Use of the Grant.

Article 7

Budgetary and financial management

7.1 The Erasmus+ grant contribution to the project's staff costs, travel costs and costs of stay will be calculated on the basis of "unit contributions" whose individual amounts are specified in the Erasmus+ Programme Guide, in the Guidelines for the Use of the Grant and in the Guidelines for the Special Mobility Strand (when applicable).

7.2 For the implementation of the project and the beneficiaries' reimbursement of costs incurred in terms of staff, travel and costs of stay, the partnership

- will apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant provided in the Executive Agency web site.
- will use the procedure and amounts described in Article 5 and hereafter in Annex II of this Agreement.
- will report their actual costs to the coordinator for controlling purposes.

7.3 The Erasmus+ grant contribution to the project's equipment and subcontracting costs will be based on the justification of the costs actually incurred. This justification will take the form of the support documentation specified in the relevant section of the Guidelines for the Use of the Grant.

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

7.5 Each beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students 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:

1. UNI-KLU
Univ.-Prof. Dr. Andrea Tonello
Universität Klagenfurt, Networked and Embedded Systems, Lakesidepark Haus B02, 9020,
Klagenfurt, Austria
Tel: +43 463 2700 3661
E-mail: andrea.tonello@aau.at

For the beneficiaries:

2. UC3M
Prof. Ana Garcia Armada, Universidad Carlos III de Madrid UC3M, Avda. Universidad 30, 28911
Leganés, Spain
E-Mail: anagar@ing.uc3m.es

3. UNC
Prof Dra. Graciela Corral Briones, Universidad Nacional de Córdoba; Facultad de Ciencias Exactas,
Físicas y Naturales; Laboratorio de Comunicaciones Digitales, Av. Vélez Sarsfield 1611, X5016
GCA, Córdoba, Argentina
E-Mail: graciela.corral@unc.edu.ar

4. UNS
Prof. Juan Cousseau, Departamento de Ingeniería Eléctrica y Computadoras, Universidad Nacional del
Sur, San Andrés 800 – Campus Palihue, 8000 - Bahía Blanca, Argentina
E-Mail: jcousseau@uns.edu.ar

5. UNMDP
Prof. Dr. Daniel Carrica, Facultad de Ingeniería, Universidad Nacional de Mar del Plata, Av. Juan B.
Justo 4302, 7600 Mar del Plata, Argentina
E-Mail: carrica@fi.mdp.edu.ar

6. UdelaR
Dr. Leonardo Steinfeld, Universidad de la República, Facultad de Ingeniería, Julio Herrera y Reissig
565, Montevideo, Uruguay
E-Mail: leo@fing.edu.uy

7. UCU
Dr. Matías Miguez, Universidad Católica del Uruguay, Av. 8 de Octubre 2738, Montevideo, Uruguay
E-Mail: mmiguez@ucu.edu.uy

8. INCUTEX
María Jimena Caro, INCUTEX S.R.L., José Antonio de Sucre 2227 4toA, CP 5000, Córdoba,
Argentina
E-Mail: jimena.caro@incutex.com.ar

9. ALASSIO
Ing. Felipe Estevez, ALASSIO – S.A. (Inc.), Paysandú 1371, Montevideo CP11300, Uruguay
E-Mail: felipe.estevez@bqn.com.uy

10. ALENET
MSc. Agustín Derrégibus, Nettra (ALENET S.A.), Michigan 1376, CP 11400 Montevideo, Uruguay
E-Mail: aderregibus@nettra.com.uy

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.15 and I.16 of the Grant Agreement, as well as in Section 1.6 of the Guidelines for the Use of the Grant.

Article 10

Governance

10.1 Project Management activities will be implemented in accordance with Work Package 8 of the submitted proposal in Annex I to the Grant Agreement through the tasks assigned to the Management Board (MB) and the Development Board (DB).

10.2 The MB will be led by the coordinator's Project Manager (PM), and will include one representative per project partner country. The DB will be led by one project partner representative and will include the work packages leaders. The MB and DB members will be assigned during the kick-off project meeting.

10.3 The MB will form the primary decision making body of the partnership and will be responsible for monitoring the project progress, the achievement of milestones and the delivery of planned results as well as for monitoring the financial aspects and the use of resources. To closely monitor the development activities, the MB will consult the DB. The DB will report the progress of activities, achievements and possible difficulties to the MB who will analyze the situation and eventually propose a contingency plan so that the project can make progress and achieve the planned goals.

10.4 The coordinator will coordinate closely with all beneficiaries to ensure that the project progresses efficiently. The coordinator's team will be led by the PM, and assisted by the Project Secretariat (PS), a Financial Officer (FO), the MB, and the DB.

10.5 The MB will have at least one plenary meeting per year, and eventually other meetings via teleconference or in presence. The DB is responsible for organizing more frequent meetings or conference calls to discuss development activities and report to the PM and MB especially if difficulties are encountered. Any extraordinary meetings called by the PM, or the MB or the DB may be held by teleconference or other telecommunication means.

The activity of the PM will be aided by the project secretariat that will work on administrative and organization of activities as, distribute meeting minutes, maintain the project calendar, coordinate the exchange of information, coordinate the organization of meetings, seminars, workshops, plenary meetings and maintain the book keeping necessary for budgeting and financial activities, manage resolution of conflicts.

10.6 In accordance with Work Package 6 in Annex I to the Grant Agreement, a quality control management board (QCMB) will be formed and it will comprise representatives of the partners participating in the project and by external auditors outside the consortium to follow up the quality and monitoring of the work packages and carry out inter-party peer review. The QCMB will review each project activity and will also report to the MB and DB the outcome of the evaluation, the identification of deficiencies, and delays so that the appropriate countermeasures can be taken. The QCMB leader will be responsible for organizing meetings of the QCMB also via teleconference, the preparation of the agenda and the delivery of minutes.

10.7 Any member of the MB or DB ("Member") should be present or represented at any meeting and may appoint a substitute or a proxy to attend and vote at any meeting, and shall participate in a cooperative manner in the meetings.

10.8 A Beneficiary that can show that its own allocated work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the MB, may exercise a veto with respect to the corresponding decision.

10.9 Each member of the MB/DB will have one vote.

10.10 An agenda will be drawn up by the PM, or PS, or assigned person, issued to each of the MB and DB meetings no later than 3 calendar days prior to the MB/DB meeting. During a meeting, the members of the MB/DB present or represented can take a majority vote in order to agree to add a new item to the original agenda.

10.11 The MB/DB leaders, or the PS, or assigned person at the meeting, shall be responsible for organizing the minutes of the MB/DB and decisions will only be binding once the relevant part of the minutes has been accepted following the procedure:

- He/she shall send the draft minutes to all Members within 3 weeks of the meeting.
- The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the PM or PS with respect to the accuracy of the draft of the minutes.

10.12 The MB will be responsible for managing any dispute in accordance with Article 16. The following decisions shall be made by the MB:

- Proposals for changes to be made to Annex I Description of the Action to be agreed by the Executive Agency;
- Withdrawal of a Party from the Project and approval of the settlement on the conditions of the withdrawal;
- Identification of a breach by a Party of its obligations under this Agreement or the Grant Agreement;
- Declaration of a Party to be a defaulting Party;
- Remedies to be performed by a defaulting Party;
- Termination of a defaulting Party's participation in the Project and measures relating thereto;
- Proposal to the Executive Agency for a change of the coordinator;
- Proposal to the Executive Agency for suspension of all or part of the Project;
- Proposal to the Executive Agency for termination of the Project and this Agreement.

10.13 The DB will be responsible for the coordination of Project development, implementation and dissemination activities realization as described in the Work Packages 1 to 8 in Annex I to the Grant Agreement. The DB shall:

- Support the coordinator in preparing meetings with the Executive Agency and in preparing related data and Project deliverables relating to the tasks in Work Packages 1 to 7 in Annex I to the Grant Agreement;
- Assist with the quality assurance audits in consultation with the QCMB;
- Prepare the content and timing of press releases and joint publications by the Partnership.

10.14 For the modernization of laboratories and teaching infrastructures as described in the Work Packages 4 in Annex I of the Grant Agreement, equipment will be purchased according to the approved project budget. The purchase of the equipment will take place in each partner country according to the formal tendering procedures required fulfilling national, local and Grant Agreement regulations.

Article 11

Confidentiality and data protection

11.1 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.

11.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article II.6 of the Grant Agreement.

Article 12

Ownership and property rights

12.1 The ownership of all project 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 I.8 of the Grant Agreement. 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.

12.2 Materials already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

12.3 According to Art I.8 of the Grant Agreement all materials produced under the scope of the Action must be made available for the public, in digital form, freely accessible through the internet under open licenses. If this is not granted by the beneficiaries this leads to a breach to the partnership agreement.

Article 13

Liability

13.1 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. The exclusions and limitations stated shall not apply in respect of any: recoveries, refunds, reimbursements etc.; penalties according to the Grant Agreement; fraud; death, injury to natural persons. The parties shall not 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.

13.2 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 pre-existing IPR. The contracting party responsible for any loss, damage or injury to third parties shall indemnify other contracting parties not responsible, if the third parties make claims on such parties. Limitations or exclusions of liability shall in this case not apply.

13.3 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 14

Conflict of interest

14.1 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.

14.2 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.

14.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

Article 15

Working languages

15.1 The working language of the partnership shall be English.

15.2 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 16

Conflict resolution

16.1 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.

16.2 Disputes should be addressed in writing to the project Management Board that will try to mediate in order to resolve the conflict.

Article 17

Applicable law and jurisdiction

17.1 This Agreement is governed by the Austrian law, being the law of the coordinator's country.

17.2 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. The Courts of Klagenfurt (Austria) shall have sole competence to rule on any dispute concerning this Agreement.

17.3 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.

17.4 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.

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

Article 18

Termination of the Agreement

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

18.2 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 19

Force Majeure

19.1 If either parties face a case of *force majeure* (as per defined in article II.15 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

19.2 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 20

Amendments

20.1 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 both parties. No oral agreement may bind the parties to this effect.

20.2 The amendment may not have the purpose or the effect of making changes which might call into question the dispositions of the Grant Agreement.

Article 21

Annexes

Annex I – Project proposal.

Annex II – Budget breakdown per partner and budget category as submitted with the proposal.

Annex III – Link to CONFLUENCE platform to download the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendments.

Annex IV - Link to Guidelines for the Use of the Grant.

Annex V - Individual Bank account of each beneficiary organisation.

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

For the Universität Klagenfurt [UNI-KLU]

The legal representative

Ass. Prof. Dr. Doris Hattenberger,
Vice-Rector for Education

D. Hattenberger

Signature and stamp

Done in: *Klagenfurt*

Date: *09.07.2021*





DA

For the Universidad Carlos III de Madrid [UC3M]

The legal representative

Prof. Juan Romo Urroz,
Rector of the University

Signature and stamp

Done in:

Date:

For the Universidad Nacional de Córdoba [UNC]

The legal representative

Prof. Dr. Hugo Oscar Juri,
Rector of the University

Signature and stamp

Done in:

Date:

A handwritten signature in blue ink, appearing to be 'JA', is located in the bottom right corner of the page.



Universidad Nacional de Córdoba
2021 - Año del homenaje al Premio Nobel de Medicina Dr. César Milstein

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Convenio**

Número:

Referencia: Convenio Erasmus+ Versión Inglés

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Date: 2021.07.08 13:45:29 ART
Location: Ciudad de Córdoba

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DN: cn=GDE UNC, c=AR, o=Universidad
Nacional de Cordoba, ou=Prosecretaria de
Informatica, serialNumber=CUIT 30546670623
Date: 2021.07.08 13:52:21 -03'00'

For the Universidad Nacional del Sur [UNS]

The legal representative

Prof. Dr. Javier Dario Orozco,
Vice Rector of Universidad Nacional del Sur

Signature and stamp

Done in:

Date:

Dr. JAVIER DARIO OROZCO
VICE RECTOR
UNIVERSIDAD NACIONAL DEL SUR

For the Universidad Nacional de Mar del Plata [UNMDP]

The legal representative


Esp. Cdor. Alfredo Remo Lazzeretti,
Rector of the University

Signature and stamp


CP. Alfredo R. LAZZERETTI
RECTOR
Universidad Nacional de Mar del Plata

Done in: MAR DEL PLATA

Date: 21/05/21



For the Universidad de la República [UdelaR]

The legal representative

Prof. Rodrigo Arim Ihlenfeld,
Rector of the University

Signature and stamp


Prof. Rodrigo Arim Ihlenfeld
Rector

Done in:

Date: 08/06/2021



f.

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For the Universidad Catolica del Uruguay [UCU]

The legal representative

Dr. Daniel Perciante,
Vice Rector for research of the University



Signature and stamp

Dr. Daniel Perciante Amatti
Vicerrector de Investigación e Innovación

Done in: **MONTVIDEO**

Date: **MAY 20th, 2021**



For INCUTEX S.R.L. [INCUTEX]

The legal representative

Pablo Javier Manzano,
CFO



Gr. PABLO MANZANO
APODERADO
INCUTEX S.R.L.

Signature and stamp

Done in: *Córdoba, Argentina*


Date: *19/05/21*

PM *DA*

For ALASSIO – S.A. (Inc.) [ALASSIO]

The legal representative

Raul Palacios Maceira,
Board representative


Signature and stamp

Done in: Montevideo

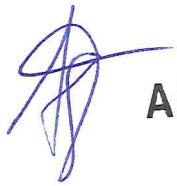
Date: June 3d, 2021



For ALENET S.A. [ALENET]

The legal representative

Name: MSc. Agustín Derrégibus,
CEO



ALENET S.A.

Signature and stamp

Done in: *Montevideo, Uruguay*

Date: *18/5/21*



ANNEX I - Link to the CONFLUENCE platform to the Project Proposal NEON

Link in order to download to the NEON project proposal submitted to the Executive Agency:

<https://intranet.aau.at/display/projneon/NEON+-+Network+of+Competences+on+Internet+of+Things>

Select project NEON

Register with your identity and password.

The Project Proposal can be found at the specific link found on the private Confluence page:

https://intranet.aau.at/display/projneon/Project+Management+and+reporting+docs?preview=/628457989/671940835/KA2_NEON_PROPOSAL_2020.pdf



ANNEX II – Budget breakdown per partner and budget category

The budget will be paid in EUR as this project is funded by the European Union.

Total budget summary

EU Grant requested from the European Union (in Euro)		
1.Staff Costs	€398,616.00	Cannot exceed 40% of total A
2.Travel Costs	€133,990.00	
3.Costs of Stay	€136,365.00	
4.Equipment Costs	€268,600.00	Cannot exceed 30% of total A
5.Subcontracting Costs	€61,500.00	Cannot exceed 10% of total A
A.Grant For Project Activities and total grant requested from EU	€999,071.00	Should be equal or above EUR 500,000.00 and cannot exceed EUR 1,000,000.00

DISTRIBUTION OF GRANT BY ORGANISATION (IN EUROS)									
Name of partner	Country	PR/PA	1.Staff Costs	2.Travel Costs	3.Costs of Stay	4. Equipment Costs	5. Subcontracting	B. Special Mobility Strand	Total Costs (in EUR)
UNI-KLU	Austria	Programme Countries	123,142.00	7,650.00	4,320.00	-	23,000.00	-	158,112.00
UC3M	Spain	Programme Countries	37,982.00	7,375.00	3,960.00	-	14,500.00	-	63,817.00
UNC	Argentina	Partner Countries	47,460.00	27,727.00	32,905.00	31,000.00	5,000.00	-	144,090.00
UNS	Argentina	Partner Countries	45,730.00	25,115.00	22,955.00	59,400.00	5,000.00	-	158,200.00
UNMDP	Argentina	Partner Countries	44,675.00	20,205.00	24,735.00	59,400.00	3,000.00	-	152,015.00
UdelaR	Uruguay	Partner Countries	42,539.00	20,000.00	21,550.00	59,400.00	3,000.00	-	146,489.00
UCU	Uruguay	Partner Countries	42,539.00	18,500.00	20,020.00	59,400.00	8,000.00	-	148,459.00

INCUTEX	Uruguay	Partner Countries	4,903.00	3,150.00	2,760.00	-	-	-	10,813.00
ALASSIO	Uruguay	Partner Countries	4,823.00	2,135.00	1,560.00	-	-	-	8,518.00
ALENET	Uruguay	Partner Countries	4,823.00	2,135.00	1,560.00	-	-	-	8,518.00

Budget distribution and payment as described in Article 5.

Budget details

Link in order to download to the NEON project budget submitted to the Executive Agency:

https://intranet.aau.at/display/projneon/Project+Management+and+reporting+docs?preview=/628457989/671940832/KA2_NEON_BUDGET_2020_NO_TEAC_2_no_macro.pdf

Alternatively:

Go to <https://intranet.aau.at/display/projneon/NEON+-+Network+of+Competences+on+Internet+of+Things>

Select project NEON

Register with your identity and password.

The Project budget can be found at the specific link found on the private Confluence page: Project Neon/Private pages/Project management & reporting docs/Budget pdf doc

DA

Maximum budget distribution by organization and payments per cycle

The maximum budget distribution to each organization and payment by the coordinator to the organizations will be done according to the terms and conditions of Article 5.

		Staff	Travel	Cost of stay	Equipment	Subcontr
University of Klagenfurt	Austria	123,142.00	7,650.00	4,320.00		23,000.00
Universidad Carlos III de Madrid	Spain	37,982.00	7,375.00	3,960.00		14,500.00
Universidad Nacional de Córdoba	Argentina	47,460.00	27,725.00	32,905.00	31,000.00	5,000.00
Universidad Nacional del Sur	Argentina	45,730.00	25,115.00	22,955.00	59,400.00	5,000.00
Universidad Nacional de Mar del Plata	Argentina	44,675.00	20,205.00	24,735.00	59,400.00	3,000.00
Universidad de la República	Uruguay	42,539.00	20,000.00	21,550.00	59,400.00	3,000.00
Catholic University of Uruguay	Uruguay	42,539.00	18,500.00	20,020.00	59,400.00	8,000.00
Incutex	Argentina	4,903.00	3,150.00	2,760.00		
Alassio S.A.	Uruguay	4,823.00	2,135.00	1,560.00		
ALENET S.A.	Uruguay	4,823.00	2,135.00	1,560.00		
		398,616.00	133,990.00	136,325.00	268,600.00	61,500.00

Total	TCS: Travel+Cost-of-stay	Total w/o TCS	50% w/o CTS	40% w/o CTS	10%
158,112.00	11,970.00	146,142.00	73,071.00	58,456.80	15,811.20
63,817.00	11,335.00	52,482.00	26,241.00	20,992.80	6,381.70
144,090.00	60,630.00	83,460.00	41,730.00	33,384.00	14,409.00
158,200.00	48,070.00	110,130.00	55,065.00	44,052.00	15,820.00
152,015.00	44,940.00	107,075.00	53,537.50	42,830.00	15,201.50
146,489.00	41,550.00	104,939.00	52,469.50	41,975.60	14,648.90
148,459.00	38,520.00	109,939.00	54,969.50	43,975.60	14,845.90
10,813.00	5,910.00	4,903.00	2,451.50	1,961.20	1,081.30
8,518.00	3,695.00	4,823.00	2,411.50	1,929.20	851.80
8,518.00	3,695.00	4,823.00	2,411.50	1,929.20	851.80
999,031.00	270,315.00	728,716.00	364,358.00	291,486.40	99,903.10

DA

The table below shows the maximum amounts per cycle (two pre-financing payments and final payment). The first cycle is divided in three parts.

		First Pre-financing				Second Pre-financing			Final	Grand Total
		Distrib. 1, 80%	Distrib. 2, 20%	Distrib. 3	Total A	Distrib. 4	Distrib. 5	Total B	Distrib. 6	
University of Klagenfurt	Austria	58,456.80	14,614.20	5,985.00	79,056.00	58,456.80	4,788.00	63,244.80	15,811.20	158,112.00
Universidad Carlos III de Madrid	Spain	20,992.80	5,248.20	5,667.50	31,908.50	20,992.80	4,534.00	25,526.80	6,381.70	63,817.00
Universidad Nacional de Córdoba	Argentina	33,384.00	8,346.00	30,315.00	72,045.00	33,384.00	24,252.00	57,636.00	14,409.00	144,090.00
Universidad Nacional del Sur	Argentina	44,052.00	11,013.00	24,035.00	79,100.00	44,052.00	19,228.00	63,280.00	15,820.00	158,200.00
Universidad Nacional de Mar del Plata	Argentina	42,830.00	10,707.50	22,470.00	76,007.50	42,830.00	17,976.00	60,806.00	15,201.50	152,015.00
Universidad de la República	Uruguay	41,975.60	10,493.90	20,775.00	73,244.50	41,975.60	16,620.00	58,595.60	14,648.90	146,489.00
Catholic University of Uruguay	Uruguay	43,975.60	10,993.90	19,260.00	74,229.50	43,975.60	15,408.00	59,383.60	14,845.90	148,459.00
Incutex	Argentina	1,961.20	490.30	2,955.00	5,406.50	1,961.20	2,364.00	4,325.20	1,081.30	10,813.00
Alassio S.A.	Uruguay	1,929.20	482.30	1,847.50	4,259.00	1,929.20	1,478.00	3,407.20	851.80	8,518.00
ALENET S.A.	Uruguay	1,929.20	482.30	1,847.50	4,259.00	1,929.20	1,478.00	3,407.20	851.80	8,518.00
		291,486.40	72,871.60	135,157.50	499,515.50	291,486.40	108,126.00	399,612.40	99,903.10	999,031.00

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ANNEX III - Link to the CONFLUENCE platform to the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment

Link in order to download to the Grant Agreement signed between the Coordinator, Universität Klagenfurt and the Executive Agency:

https://intranet.aau.at/display/projneon/Project+Management+and+reporting+docs?preview=/628457989/670564498/NEON_grant_agreement.pdf

Select project NEON

Register with your identity and password.

The grant agreement can be found at the specific link found on the private Confluence page: Project Neon/Private pages/Project management & reporting docs/Grant Agreement

DA

ANNEX IV - Link to Guidelines for the Use of the Grant

The guidelines on how to use the grant and how to do reporting can be found in the beneficiary space of EACEA. This link leads all beneficiaries to the right document:

https://wayback.archive-it.org/12090/20210122010926/https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space_en



Annex V - Individual Bank account of each beneficiary organisation

For the beneficiaries:

1.UC3M

IBAN : ES8700491894522410192969

BIC/SWIFT CODE: BSCHESMM

BANK NAME: Santander Central Hispano

ADDRESS: Calle Madrid, 74, 28903 Getafe, Madrid, Spain

BENEFICIARY NAME: Universidad Carlos III de Madrid

BENEFICIARY ADDRESS: Calle Madrid 126, Despacho 8.0.17, 28903 Getafe, Madrid, Spain

2.UNC

Account Nr.: 213-19046/02

BIC/SWIFT CODE: NACNARBACOR

Intermediary Bank SWIFT: NACNUS33

ABA: 026008552

BANK NAME: Banco de la Nación Argentina

ADDRESS: San Jerónimo 30, X5000 AGB, Córdoba, Argentina

BENEFICIARY NAME: Universidad Nacional de Córdoba

BENEFICIARY ADDRESS: Av. Vélez Sarsfield 1611, X5016 GCA, Córdoba, Argentina

3.UNS

Account Nr.: 539991087

CBU: 03400531 04539991087003

BIC/SWIFT CODE: BSUDARBA

Intermediary Bank SWIFT: UNCRITMM

BANK NAME: Banco Patagonia

ADDRESS: Sucursal 053, Bahía Blanca, Chiclana 334, 8000 – Bahía Blanca

BENEFICIARY NAME: Universidad Nacional del Sur

BENEFICIARY ADDRESS: Av. Colón 80, Bahía Blanca, 8000FTN, Argentina

4.UNMDP

Account Nr.: 23503500040993

IBAN/CBU: 0110350020035000409933

BIC/SWIFT CODE: NACNARBAMPL

BANK NAME: Banco de la Nación Argentina

ADDRESS: San Martín 2594, Mar del Plata, B7600GQJ, Argentina

BENEFICIARY NAME: Universidad Nacional de Mar del Plata

BENEFICIARY ADDRESS: Diagonal B. Alberdi 2695, 7600 Mar del Plata, Argentina

5.UdelaR

Account Nr.: 001559437-00003

BIC/SWIFT CODE: BROUUYMM

ABA: 026003324

BANK NAME: Banco de la Republica Oriental del Uruguay

ADDRESS: 21 De Setiembre 2851 (Agencia Villa Biarritz), Montevideo, Uruguay

ACCOUNT HOLDER: Facultad de Ingenieria Julio Herrera y Reissig 565, Montevideo, Uruguay

BENEFICIARY NAME: Universidad de la República

BENEFICIARY ADDRESS: Av. 18 de Julio 1824, Piso 1, Montevideo, Uruguay

6.UCU

Account Nr.: 00009759301

BIC/SWIFT CODE: BSCHUYMM

BANK NAME: Banco Santander
ADDRESS: Julio Herrera y Obes 1365, Montevideo, Uruguay
Intermediary Bank NAME: Wachovia Bank, NY
Intermediary Bank ABA: 026005092
Intermediary Bank SWIFT: PNBPU33NNYC
BENEFICIARY NAME: Universidad Catolica del Uruguay
BENEFICIARY ADDRESS: Av. 8 de Octubre 2738, Montevideo, Uruguay

7. INCUTEX S.R.L.

Account Nr.: 400870607900 EUR
BIC/SFWIFT CODE: GABAARBA
BANK NAME: Banco De Galicia Y Buenos Aires S.A.
ADDRESS: Sucursal 138 – Catedral, Buenos Aires 37, Córdoba ARGENTINA – CP 5000
BENEFICIARY NAME: INCUTEX S.R.L.
BENEFICIARY ADDRESS: Av. Vélez Sársfield 576 (5to Piso), Córdoba, Argentina

8. ALASSIO

Account Nr.: 1287879
BIC/SFWIFT CODE: ITAUUYMM
BANK NAME: Banco Itaú Uruguay S.A.
ADDRESS: Zabala 1463, Montevideo, Uruguay
BENEFICIARY NAME: ALASSIO – S.A. (Inc.)
BENEFICIARY ADDRESS: Paysandú 1371, Montevideo CP11300, Uruguay

9. ALENET

Account Nr.: 005100372080
BIC/SFWIFT CODE: BSCHUYMMXXX
BANK NAME: Santander Uruguay
ADDRESS: Cerrito 449, Montevideo, Uruguay
BENEFICIARY NAME: ALENET S.A.
BENEFICIARY ADDRESS: Michigan 1376, Montevideo, Uruguay



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