

ERASMUS +
Industrial Engineering and Management European Higher Education / IE3
Project number – 612402-EPP-1-2019-1-IT-EPPKA2-KA
CONSORTIUM AGREEMENT

This agreement, drawn up under the programme ERASMUS + KA2 Key Action 2 (KA2) — Cooperation for innovation and the exchange of good practices: Knowledge Alliances, call for proposal EAC/03/2018, shall govern relations between:

Politecnico di Bari

Address of the organisation (street, house/suite number): Via Amendola 126/B

Postal code and city: 70126, Bari (BA), Italy

Organisation PIC Number: 999431159

VAT (Tax Identification Number): IT04301530723

Represented by Francesco Cupertino, Rector

hereinafter referred to as "the Coordinator",

on the one hand

and the following beneficiaries:

- P2. Linkoping University (LIU)
- P3. Universidad Politécnica de Madrid (UPM)
- P4. Poznan University of Technology (PUT)
- P5. Valuedo srl (VALUE)
- P6. Infotech (INFO)
- P7. Technologie Diesel S.p.A. (Bosch)
- P8. Implema AB (IMPLE)
- P9. Arruti Catenaria (ARRUTI)
- P10. Alco-Mot (ALCO)

Which have agreed as follows:

Article 1/Subject

1. Having regard to the provisions of Regulation (R) no. 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing "Erasmus+" the Union programme for education,

training, youth and sport and repealing Decisions no. 1719/2006/EC, no. 1720/2006/EC and no. 1298/2008/EC, the Regulation (EU, Euratom) N° 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the EU and repealing Council Regulation N° 1605/2002, the Commission Delegated Regulation (EU) N° 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) N° 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the EU, the Coordinator and the Partners commit themselves to carrying out the work programme covered by this agreement.

2. This work programme comes under the Agreement n° 612402 concluded between the Coordinator and the EACEA.

3. The total cost of the project for the contractual period referred to by the Agreement n° 612402 all financing combined, is estimated at 853,983.00 EUR (including all taxes and duties).

4. This agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the IE3 project under the Agreement n° 612402 concluded between the Coordinator and the EACEA.

5. The subject matter of this agreement and the related work programme are detailed in the annexes, which form an integral part of this agreement and that each party declares to have read and approved.

Article 2/Duration

1. The project referred to in Article 1 has a duration of 36 months. It starts on 01.11.2019 and ends 31.10.2022.

2. This agreement enters into force on the date of signature by the last party of the consortium . The Agreement expires on the day on which the balance is paid pursuant to Article I.4 as set out in the Contract Agreement n° 612402 concluded between EACEA and the Coordinator (*Annex I*);

3. The period of eligibility of the costs starts on 01.11.2019 and ends 31.10.2022.

Article 3/Obligations of the Coordinator

The Coordinator shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this agreement and in its annexes, in accordance with the objectives of the project as set out in the Contract Agreement n° 612402 concluded between EACEA and the Coordinator (*Annex I*) and its amendments;

2. to perform all the activities described in the detailed project description (*Annex II*) and updated Gantt chart (*Annex IV*);

3. to send to the Partner the various reports and of any other official document concerning the project;

4. to notify and provide the Partner with any amendments made to the Agreement n° 612402 concluded between the Coordinator and the EACEA;
5. to define the role and rights and obligations of the project parties.
6. to comply with all the provisions of the Agreement n° 612402 concluded between the Coordinator and the EACEA, and its amendments, binding the Coordinator to EACEA and respecting all the provisions of the Erasmus+ Guide 2018.

Article 4/Obligations of the Partner

The Partner shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this agreement and in its annexes, in accordance with the objectives of the project as set out in the Agreement n° 612402 concluded between the Coordinator and the EACEA (*Annex I*) and its amendments;
2. to comply with all the provisions of the Agreement n° 612402 concluded between the Coordinator and the EACEA, and its amendments, and respecting all the provisions of the Erasmus+ Guide 2018;
3. to perform all the activities described in the detailed project description (*Annex II*) and updated Gantt chart (*Annex IV*); additionally, as a WP leader to manage the work within WP and to deliver results to the Coordinator;
4. to communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project;
5. to accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
6. to define in conjunction with the Coordinator the role and rights and obligations of the project parties;
7. to provide the Coordinator with reliable, true and accurate information about financial costs of the Project and – if appropriate – ineligible costs; otherwise the Partner shall be charged with the costs incurred by the Coordinator due to being provided with unreliable and inaccurate information.

Article 5/Financing

1. The total expenditure to be committed by each Partner for the period covered by this agreement is indicated in the official project budget (*Annex III*), also included as annex in the Contract Agreement n° 612402 concluded between EACEA and the Coordinator (*Annex I*)

Article 6/Payments

1. The coordinator will transfer the budget share of the beneficiary concerned considering the first pre-financing instalment, corresponding to the 40% of the total estimated Erasmus+ grant contribution, in the following way:

- once the Consortium Agreement has entered into force;
 - and once the Coordinator has signed the Grant Agreement and received the first pre-financing instalment from the Commission.
2. The Coordinator will transfer the second pre-financing instalment corresponding to the 40% of the total estimated Erasmus+ grant contribution to the respective account of each beneficiary after receipt from the Executive Agency without unjustified delay provided the following conditions:
 - (i) the beneficiary has duly filled in and provided in due time the contributions to the reports, both narrative and financial;
 - (ii) the coordinator has checked, monitored and verified the above mentioned contributions to the report;
 - (iii) The coordinator has monitored and verified that each Partner has contributed to an efficient and effective implementation of the Project for the period concerned as set in the GA;
 - (iv) The Party is not a Defaulting Party;
 - (v) at least the 70% of the First pre-financing instalment has been used up;
 - (vi) the Commission has approved the Progress Report on the implementation of the Action due by the coordinator at the latest on 30/06/2021 (60 calendar days form the end of M18);
 - (vii) the Commission has transferred the second pre-financing installment to the Coordinator.
 3. A Party which spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only.
 4. A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.
 5. The Coordinator is entitled to withhold any payments due to a Beneficiary identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Beneficiary which has not yet signed this Consortium Agreement.
 6. The Coordinator is entitled to recover any payments already paid to a Defaulting Beneficiary.
 7. The Coordinator is equally entitled to withhold payments to a Beneficiary when this is suggested by or agreed with the Executive Agency.
 8. If due, the Coordinator will proceed with the payment of the balance of each Beneficiary within 30 days of the receipt of the payment of the balance by the Executive Agency to the Coordinator. The Final Report (expected by 31.12.2022) is due by two months after the end of the project (31.10.2022).
 9. 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.

10. 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 responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator.

Article 7/Bank account

The Partners are asked to provide the Lead Partner with the bank account details given below. The Lead partner will consider it as the bank account appropriate for payments referred to in Article 6.

- Full name of the Partner's organisation
- Currency
- Account holder's name
- Name of the bank:
- IBAN – (International Bank Account Number):
- Bank code, BIC (Bank Identifier Code), SWIFT

The Coordinator must be notified in advance and in writing of any changes regarding the above mentioned bank account.

Article 8/Reports

1. The Partners shall provide the Quarterly Report, respecting the deadline presented here below:

Number of the QR	Deadline
1st QR:	07.02.2020
2nd QR:	08.05.2020
3rd QR:	07.08.2020
4th QR:	06.11.2020
5th QR	05.02.2021
6th QR	07.05.2021
7th QR	06.08.2021
8th QR:	05.11.2021
9th QR:	04.02.2022
10th QR:	06.05.2022
11th QR:	05.08.2022
12th QR:	04.11.2022

2. The Partners shall provide the Time Sheets, respecting the deadline presented here below:

Number of the TS	Deadline
1st TS:	07.02.2020
2nd TS:	08.05.2020
3rd TS:	07.08.2020
4th TS:	06.11.2020
5th TS:	05.02.2021
6th TS:	07.05.2021
7th TS:	06.08.2021
8th TS:	05.11.2021
9th TS:	04.02.2022
10th TS:	06.05.2022
11th TS:	05.08.2022
12th TS:	04.11.2022

3. The Partners shall provide the Coordinator with any information and documents required for the preparation of the interim and final report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative (if requested).
4. The Partners shall provide the Coordinator with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative (if requested).
5. Supporting documents will include inter alia:
 - materials as agreed with the Project Coordinator such as: original Time Sheets, Quarterly Reports, financial reports, documents demonstrating dissemination activities, documents demonstrating activities performed or report prepared;
 - original receipts and documents not previously submitted for expenses incurred for the project and related to the staff costs, and copies of the original documents submitted (see also Annex Guidelines for the Supporting Documents needed)
 - any other documents required by EACEA.

Article 9/ Monitoring and supervision

1. The Partners shall provide without delay the Coordinator with any information that the latter may request from him concerning the carrying out of the work programme covered by this agreement.
2. The Partners shall make available to the Coordinator any document making it possible to check that the aforementioned work programme is being or has been carried out.
3. In the event of financial and/or operational auditing by EACEA, the European Commission, the European Court of Auditors or any other duly authorised person, the Partners shall co-operate with the Coordinator such that the latter has all the necessary information or, should the occasion arise, with any

documentary or on-the-spot control and this for the whole contractual period and during the 5 years following the date of completion of the agreement.

Article 10/ Penalties

In case of non-compliance of publicity obligation and for poor, partial or late implementation penalties may be applied as it is stated in the article I.13 of the Contract Agreement n° 612402.

Article 11/ Liability

1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this Agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.
2. The Partners shall protect EACEA, the Coordinator and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this agreement, to the extent that these damages are not due to the serious or intentional negligence of EACEA, the Coordinator or their personnel.

Article 12/ Steering Committee

1. Steering Committee (SC) will be composed of one representative for each organization and led by the Coordinator. SC will coordinate the project at the scientific and technical level and will represent the decision-making body of the project. The members of the SC will be listed in the Quality Assurance Plan (QAP).

Article 13/ Conflict Resolution Mechanism

1. Each person involved in the project shall report any problems or serious concerns regarding the project development (related to management, progress, quality of products, etc.) or any conflict with other partners to the Coordinator. The identification of any conflict is responsibility of all project participants, which should notify disagreement to the project manager who should trigger the conflict resolution procedure, escalating to higher levels only if necessary.
2. Coordinator will analyze the problems and will try to find a solution at the lowest level, in an amicable way, without the participation of other partners.
3. If that fails, the procedure to be applied is the following:
 - the Coordinator will separately contact all parties within 1 week, to identify the different viewpoints, and thus starting the "level 1". Based on a clarification of viewpoints, the Coordinator will try to achieve consensus by proposing a solution within 2 weeks. If the

solution is achieved, it should be recorded in a short report; if not, no documents should be produced, and the problem escalates.

- If level 1 fails, the project manager will convene the Steering Committee within 1 week. At this level, all work will be in writing. If necessary, the Steering Committee can authorize the Coordinator to claim help from Knowledge Alliance Team.
- If level 2 fails, a special partnership meeting will be called within 2 weeks by the project manager. Partner representatives will be required to vote on the issue.

Article 14/ Applicable law and settlement of disputes

1. Where no amicable solution can be reached, the courts of the Coordinator's country shall have sole jurisdiction in any dispute between the contracting parties in respect of this agreement. The law applicable to this Agreement shall be the law of Italy.

Article 15/ Attribution of the intellectual property rights

1. The materials developed and elaborated through IE3 project and declared as "public" in the Project Description (*Annex I/*) will be in the public domain and introduced with an open license as indicated in the WPs description. The nature of these open materials means that anyone can legally and freely access and use them for non-commercial purposes (i.e. for education and training programs).

2. All the other provisions related to the rights and ownership and use of the results are explained at the Article 1.8 Grant Agreement for an Action with multiple Beneficiaries (Agreement n° 612402 concluded between the Coordinator and the EACEA and its amendments).

Article 16/Termination of the agreement

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.

2. In the event of termination of this agreement article II.16 of the Contract Agreement n° 612402 (Annex II - the General Conditions) is applied.

3. The Partners shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this agreement.

Article 17/ Amendments or additions to the agreement

Amendments to this agreement shall be made in writing and signed on behalf of each party.

Article 18/Signatures

Amendments to this agreement shall be made in writing and signed on behalf of each party.

Article 18/Signatures

The Partners sign this Consortium Agreement by the authorized representatives in separate signature pages.

Annexes:

Annex I: Grant Agreement for an Action with multiple Beneficiaries (the Agreement n° 612402 concluded between the Coordinator and the EACEA and its annexes

Annex II: Detailed Project Description

Annex III: Project Budget

Annex IV: Updated GANTT



Annex V: Guidelines for the Supporting Documents needed.

Done BARI....., in two copies.

For the Coordinator,

The legal representative

Prof. Francesco Cupertino, Rector

Date: 07 / NOV. / 2019

For the Beneficiary Linköping University (LIU)

The Legal Representative
Dr. Kent Waltersson
University Director



Stamp and signature

Done in Linköping

Date 31/10/2019

For the Beneficiary Universidad Politécnica de Madrid (UPM)

The Legal Representative José M. Atienza-Riera

Role of the Legal Representative: Vice-Rector for Academic Strategy and Internationalization

Stamp and signature



Done in Madrid

Date 24/10/2019

For the Beneficiary Poznan University of Technology (PUT)

The Legal Representative (Name and Surname)

PROF. TOMASZ ŁODYGOWSKI

Role of the Legal Representative RECTOR

Stamp and signature

REKTOR
POLITECHNIKI POZNAŃSKIEJ
prof. dr hab. inż. Tomasz Łodygowski

POZNAŃ UNIVERSITY OF TECHNOLOGY
Pl. Marii Skłodowskiej-Curie 5
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Done in POZNAŃ

Date 31 / 10 / 2019

Hanna Malecka-Marcucci
Rada Prawny
PZ-1998/05

For the Beneficiary Valuedo srl (VALUE)

The Legal Representative (Name and Surname) UMBERTO PASCUCCI

Role of the Legal Representative MANAGING DIRECTOR

Stamp and signature

Done in Firenze

Date 17/10/2019

VALUEDO SRL
P.IVA/C.F. 06592620485
Via Filippo Corridoni 91
50134 Firenze



For the Beneficiary Infotech (INFO)

The Legal Representative (Name and Surname) ROCCO VINCENZO LA SALA
Role of the Legal Representative CEO

Stamp and signature



Done in BISCEGLIE (BT) - ITALY

INFO-TECH S.r.l.
Via Piave, 104 int.10
76011 - BISCEGLIE (BT)
Part.IVA:04977610726

Date 16/10/2019

For the Beneficiary Technologie Diesel S.p.A.

The Legal Representative - Georg Wahl

Presidente del Consiglio di Amministrazione di Technologie Diesel S.p.A.

Stamp and signature 

Done in Milan

Technologie Diesel S.p.A.

Date 31/10/2019

Antonio Fabio Giuliani

CEO di Technologie Diesel S.p.A.

Stamp and signature 

Done in Milan

Technologie Diesel S.p.A.

Date 31/10/2019

For the Beneficiary Implema AB (IMPLE)

The Legal Representative (Name and Surname)

Role of the Legal Representative

Jörgen Aronsson
CEO, founder

Stamp and signature



Done in Stockholm

Date 21/10/2019

For the Beneficiary Arruti Catenaria (ARRUTI)

The Legal Representative: Mr. Oscar Sánchez

Role of the Legal Representative: General manager and Administrator



Stamp and signature

Done in Amorebieta-Etxano (Spain)

Date OCT/21/2019

For the Beneficiary Alco-Mot (ALCO)

The Legal Representative (Name and Surname)

HANNA GOTAS'

Role of the Legal Representative

PREZES ZARZĄDU

Stamp and signature

Done in _____

ZAKŁADY ELEKTROCHEMICZNE/
ALCO-MOT Sp. z o.o.
Hanna Gotas'
Hanna Gotas'
Prezes Zarządu

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Date

16/10/2019