

## **National Partnership Agreement**

*between*

Agenzia Nazionale per le Nuove tecnologie, l'Energia e lo Sviluppo Economico Sostenibile, with registered office in Lungotevere Thaon di Revel, 76 - 00196 ROMA Italia - Partita IVA 00985801000, representing by the President Federico Testa, operating for the purpose of this Act by the Department of Sustainability based in Rome, Via Anguillarese 301 (hereinafter: ENEA)

*and*

Consiglio Nazionale delle Ricerche (CNR), with registered office in Piazzale Aldo Moro, 7 – 00185 ROMA Italia - Partita IVA 02118311006, representing by the President Prof. Massimo Inguscio, operating for the purpose of this Act by the Department of Biology, Agriculture and Food Science based in Rome, Piazzale Aldo Moro, 7 (hereinafter referred to as “Linked Third Party”),

relating to the Action entitled **Progressing towards the construction of METROFOOD-RI**, in short **PRO-METROFOOD**, hereinafter referred to as “Project”

### **given that:**

- The European Union (‘the EU’), represented by the European Commission (‘the Commission’) concluded the Grant Agreement Number — 739568— PRO-METROFOOD [hereinafter: Grant Agreement] with a Consortium consisting of 17 (seventeen) beneficiaries (‘the Beneficiaries’) from seventeen different Countries [annex 1].
- The Beneficiaries of the Project in order to specify or supplement binding commitments among themselves have signed a specific Consortium Agreement (‘Consortium Agreement’) [annex 2].
- ENEA is one of the beneficiaries.
- CNR is named as a linked third party linked to ENEA in Article 14.1.1 Grant Agreement.
- Article 14.1.2 Grant Agreement requires the beneficiaries to ensure that their obligations under Articles 18, 20, 35, 36 and 38 also apply to their linked third parties.

**It is hereby agreed as follows:**

### **ARTICLE 1 – SUBJECT OF THE AGREEMENT**

The linked third party accepts to implement the actions of the Project under its own responsibility with all the obligations and conditions concerning it - as Linked Third Party - set out in the Grant Agreement 739568 (Annex 1) and in the Consortium Agreement (Annex 2)

## **ARTICLE 2 — ACTIONS TO BE IMPLEMENTED**

The conditions set out in Grant Agreement (Annex 1) Articles 2,3,4 apply. In particular the Actions to be implemented by the Linked Third Party are related to WP4, Task 4.3 (**‘actions’**), as described in Annex 1.

## **ARTICLE 3 — ENTRY INTO FORCE, DURATION AND TERMINATION**

The duration of the actions will be 12 months starting from 1<sup>st</sup> January 2017. This Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties.

## **ARTICLE 4 – GRANT AND PAYMENT**

The conditions set out in Grant Agreement (Annex 1) Articles 5, 6, 20, 21, 42, 43 apply.

In particular:

- The grant reimburses 100% of the action's eligible costs. The total estimated eligible costs for the Linked Third Party is € 11000,00 (eleven thousand, 00 eurocents).
- The foreseen Eligible costs for the Linked Third Party are:
  - (i) Direct costs  
Travels and consumables: € 8800,00 (eight thousand eight hundred, 00 eurocents)
  - (ii) Indirect costs calculated on the basis of the flat-rate of 25% of the eligible direct costs: € 2200,00 (two thousand two hundred, 00 eurocents)

The reimbursement rate(s) are applied to the eligible costs declared by the beneficiaries and linked third parties and approved by the Commission (see Article 21).

‘Direct costs’ must not include any indirect costs and are eligible if:

- they are directly linked to the action implementation and can therefore be attributed to it directly;
- they are actually incurred in by the beneficiary;
- they are incurred in in the period set out in Article 3;
- they are indicated in the estimated budget set out in Grant Agreement (Annex 1);
- they are incurred in in connection with the actions and necessary for its implementation;
- they are identifiable and verifiable;
- they comply with the applicable national law on taxes, labour and social security, and are reasonable and justified and comply with the principle of sound financial management, in particular regarding economy and efficiency.

The ‘final grant amount’ depends on the actual extent to which the action is implemented in accordance with the Grant Agreement’s terms and conditions. This amount is calculated by the Commission, when the payment of the balance is made.

If — after the payment of the balance (in particular, after checks, reviews, audits or investigations— the Commission rejects costs (see Article 42) or reduces the grant (see Article 43), it will calculate the ‘revised final grant amount’ for the beneficiary concerned by the findings. In case the Commission determines a rejection of costs and reduction of the grant for ENEA, if it is due to ineligibility of costs declared by the linked third party, the revised final grant amount for the linked third party will be reduced accordingly.

Pre-financing payment will be made to Linked Third Party only after having the signature of the present Agreement.

After receiving the payment (pre-financing, interim and balance), ENEA will make the payment to the linked third party, on the assumption that the Agreement has been signed by the Party.

The amount of the pre-financing payment will be € 8250,00 (eight thousand two hundred fifty, 00

eurocents).

## **Article 5 - RIGHTS AND OBLIGATIONS**

ENEA and Linked Third Party undertake to take part in the efficient implementation of the Project, and cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement (Annex 1) and Consortium Agreement (Annex 2), according to the activities and the involvement of each Party.

### **5.1 RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE ACTION**

So far as concern rights and obligations related to implementing the action, Grant Agreement (Annex 1) Articles 7,8,9,10,11,12,13,14,15,16 apply.

In particular the linked third party, whose administrative and accounting references are better specified in Annex 3 to this Agreement, has the following duties:

- to implement the actions of the Project under its own responsibility with all the obligations and conditions concerning it - as Linked Third Party - set out in Annex 1 and 2, in compliance with the provisions of this Agreement and all legal obligations under applicable EU, international and national law.
- to prepare and provide to ENEA in the time and manner specified in Annex 1, data needed to draw up the technical reports, reports on the progress of the activities and statements of expenses incurred;
- to inform the coordinator immediately of any events or circumstances likely to affect significantly or delay the implementation of the action
- to provide any other documents or information required by the ENEA for properly implementing the actions or where requested by Commission

### **5.2 RIGHTS AND OBLIGATIONS RELATED TO THE GRANT ADMINISTRATION**

So far as concerns rights and obligations related to the grant administration, Grant Agreement (Annex 1) Articles 17,18, 19, 20, 21, 22, 23 apply. In particular the linked third party ensures that:

- the Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors (ECA) can exercise their rights under Grant Agreement (Annex 1) Articles 22 and 23, in terms of “checks, reviews, audits and investigations” towards ENEA linked third parties
- in any dissemination of results (in any form, including electronic) proper information on EU funding will be given and EU emblem will be properly used, by - unless the Commission requests or agrees otherwise or unless it is impossible - displaying the EU emblem with appropriate prominence and including the following test:

*“This project has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 739568”.*

### **5.3 RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND AND RESULTS**

The conditions set out in the Grant Agreement (Annex 1) Articles 23a, 24, 25, 26,27, 28, 29, 30, 31 and in the Consortium Agreement, Section 8 and 9, apply.

In addition:

- The Linked Third Party has identified and agreed on the Background for the Project and has also, where relevant, informed ENEA that Access to specific Background is subject to legal restrictions or limits. Anything that it is not identified in Attachment 3 shall not be the object of Access Right obligations regarding the Background. The Linked Third Party

may add further Background to Attachment 3 during the Project by written notice to ENEA.

- The Results developed by the Linked Third Party could be shared between ENEA and the Linked Third Party proportionally to the financial contribution given by the Linked Third Party in the Project, according to the provisions contained in the Consortium Agreement among the Beneficiaries and in the Joint Ownership Agreement to be signed among the Beneficiaries within 8 months as of the generation of the Result.
- Unless otherwise agreed, the Linked Third Party shall be entitled to use its jointly owned Results for non-commercial research activities and educational purposes on a royalty-free basis, and without requiring the prior consent of ENEA. Any kind of commercial exploitation of the Results by the Linked Third Party has to be agreed with ENEA.
- ENEA has full access to Results obtained by Linked Third Party in order to be able to respect its obligations in the Project, as if those Results were entirely generated by ENEA itself.
- A Participant (Beneficiary and Linked Third Party) shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Participant's prior written approval.
- Access Rights to the share of Results owned by the Linked Third Party and Background Needed for the performance of ENEA's own work under the Project shall be granted on a royalty-free basis.
- Access rights to Results for internal research activities and educational purposes shall be granted on a royalty-free basis.
- A request for Access Rights can be made up to twelve (12) months after the end of the Project or after the termination of the requesting Party's participation in the Project.

#### **Art. 6 CONFIDENTIALITY**

The conditions set out in Grant Agreement (Annex 1) Articles 36 and Consortium Agreement (Annex 2) Section 10 apply. In particular:

During implementation of the action and for four years following the end of the Project, the Participants (Beneficiaries and Linked Third Parties) must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed ('confidential information').

The Participants (Beneficiaries and Linked Third Parties) may disclose confidential information to their personnel or third parties involved in the action only if they:

- (a) need to know to implement the Agreement and
- (b) are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party;
- (b) the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
- (c) the recipient proves that the information was developed without the use of confidential information;
- (d) the information becomes generally and publicly available, without breaching any confidentiality obligation, or
- (e) the disclosure of the information is required by EU or national law.

**ARTICLE 7 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

The Agreement is governed by the applicable EU and Italian law. If a dispute concerning the interpretation, application or validity of the Agreement cannot be settled amicably, the General Court of Rome shall have exclusive jurisdiction

**ARTICLE 8 — ENTRY INTO FORCE OF THE AGREEMENT**

The Agreement will enter into force on the day of electronic signature by the ENEA or the Linked Third Party, depending on which is later.

**Per ENEA**

Il Direttore del Dipartimento Sostenibilità dei Sistemi Produttivi e territoriali (SSPT)  
Dott. Roberto Morabito

.....

**Per il CNR**

Il Presidente  
Prof. Massimo Inguscio

.....

Data

### **Allegato 3**

#### **INFORMAZIONI LINKED THIRD PARTY**

DENOMINAZIONE ENTE: CONSIGLIO NAZIONALE DELLE RICERCHE  
CODICE FISCALE: 80054330586

PARTITA IVA: 02118311006

INDIRIZZO: PIAZZALE ALDO MORO 7, 00185 ROMA ITALIA

TELEFONO: 0649937803                      FAX: 0649937691

EMAIL: direttore.disba@cnr.it

REFERENTE SCIENTIFICO DEL PROGETTO: ANDREA SCALONI  
REFERENTE AMMINISTRATIVO DEL PROGETTO: ALESSANDRO GUERCIO  
DIPARTIMENTO DI SCIENZE BIO AGROALIMENTARI

#### **INFORMAZIONI BANCARIE**

C/C BANCARIO N. 167369  
INTESTATO: CONSIGLIO NAZIONALE DELLE RICERCHE  
PRESSO: BANCA D'ITALIA  
AGENZIA INDIRIZZO: PIAZZALE ALDO MORO 7,  
CAP COMUNE: 00185 PROVINCIA: RM  
CODICE ABI:01005  
CODICE CAB: 03392  
CIN: IT.75  
IBAN: IT.75.N.01005.03392.000000218150