



PARTNERSHIP AGREEMENT

IN THE FRAMEWORK OF THE PROJECT “PLAYING WITH PROTONS GOES DIGITAL” AGREEMENT N. 2020-1-IT02-KA226-SCH-095525, WITHIN THE ERASMUS+ PROGRAMME, SCHOOL EDUCATION SECTOR ACTIVITY KA2 STRATEGIC PARTNERSHIPS FOR DIGITAL EDUCATION KA226 “CALL 2020-KA226”

BETWEEN

The National Institute of Nuclear Physics (INFN), with headquarters in Frascati - Italy, Via E. Fermi 54, C.F. 84001850589, P.I. 0443046100, in the person of its legal representative Professor Antonio Zoccoli, hereinafter referred to as "Beneficiary" or "Coordinator"

AND

Creativitic Innova SL, with headquarters in Logrono - Spain Calle Huesca 9 Planta 1 Puerta C – cap 26002, P.I. ESB26482174, in the person of its legal representative Jorge Rafael Lopez Benito, hereinafter referred to as “Partner”

AND

Fondazione IDIS-Città della Scienza, with headquarters in Napoli - Italy, Via Coroglio 104 – cap 80124, P.I. 05969960631, in the person of its legal representative Riccardo Villari, hereinafter referred to as “Partner”

AND

Ellinogermaniki Agogi Scholi Panagea Savva AE, with headquarters in Pallini – Greece, Dimitriou Panagea STR – cap 15351, P.I. EL094177407, in the person of its legal representative Stavos Savva, hereinafter referred to as “Partner”

AND

The University of Birmingham, with headquarters in Birmingham - United Kingdom Edgbaston - B15 2TT GB729856187, P.I. GB729856187, in the person of its legal representative Prof. Sir David Eastwood, hereinafter referred to as “Partner”

GIVEN THAT

- it has been concluded the Convention no. 2020-1-IT02-KA226-SCH-095525 (hereinafter referred to as "Convention") between the Erasmus Plus National Agency Indire, hereinafter referred to as "the NA" and the National Institute of Nuclear Physics, hereinafter referred to as "INFN" or also "Coordinator", within the framework of the Erasmus+ Program School Education Sector activity KA2 Strategic Partnerships for Digital Education KA226, Call 2020-KA226, for the performance of the research project named "Playing with Protons goes Digital";
- Dr. Pierluigi Paolucci has been designated coordinator of the project;
- INFN is the beneficiary of the "Convention" signed on April 26, 2021 by the NA;
- Creativitic Innova SL participates in the project as a "Partner" of INFN - Annex no. 2 to the Convention no. 2020-1-IT02-KA226-SCH-095525;
- Fondazione IDIS-Città della Scienza participates in the project as "Partner" of INFN - Annex n. 2 to the Agreement n. 2020-1-IT02-KA226-SCH-095525;
- Ellinogermaniki Agogi Scholi Panagea Savva AE participates in the project as "Partner" of INFN - Annex no. 2 to the Agreement no. 2020-1-IT02-KA226-SCH-095525;
- The University of Birmingham participates in the project as a "Partner" of INFN - Annex no. 2 to Agreement no. 2020-1-IT02-KA226-SCH-095525;

IT IS AGREED AND STIPULATED

as follows, with the premises forming an integral part of this agreement.

Article 1. - Purpose

The present agreement is strictly related to the Agreement No. 2020-1-IT02-KA226-SCH-095525

The present agreement is stipulated to establish the terms and conditions of the collaboration between the parties for the development of the activity foreseen in the framework of the Project "Playing with Protons goes Digital", in order to guarantee the success of the action and allow the fulfilment of the obligations of the Beneficiary towards the National Agency INDIRE.



Article 2. - Applicable Regulations

This Agreement shall be governed, in addition to the provisions hereof:

- by the Agreement n. 2020-1-IT02-KA226-SCH-095525,
- by European Union regulations on the participation in the Erasmus Plus 2020 Program.

Article 3. - Duration

The present agreement, even if signed after June 01, 2021, shall be effective from said date in compliance with art. I.2.2 of the Convention, the date on which the activities started and which the Parties herewith confirm to have actually started.

The Project has a duration of 24 months and ends on May 31, 2023 (art. I.2.2 of the Convention).

The present agreement shall last until the end of the fulfilments foreseen by the Agreement n. 2020-1-IT02-KA226-SCH-095525, both for the Beneficiary and the Partners, including those foreseen after the conclusion of the Project.

Article 4. - Methods of implementation

With regard to the planning of activities and their implementation by the partners, the following scheme will be followed:

Implementation Activity			
Activity type	date	Description	In charge to
M1 - Transnational Projects Meeting	29-giu-21	Kick-off Meeting - Naples - on line	INFN
O1 - Intellectual Output	giu-21	The PwPGD - Conceptual and Methodological Framework	All Partners
O2 - Intellectual Output	set-21	The PwPGD - Handbook of Resources	All Partners
O3 - Intellectual Output	set-21	The PwPGD - Online Platform	All Partners
M2 - Transnational Projects Meeting	nov-21	2nd Project Meeting - Bilbao	CREATIVIC
E1 - Multiplier Event	gen-22	Playing with Protons Goes Digital in Action	INFN
E2 - Multiplier Event	gen-22	Playing with Protons Goes Digital in Action	Ellinogermanic Agogi Scholi
E3 - Multiplier Event	gen-22	Playing with Protons Goes Digital in Action	University of Birmingham
E4 - Multiplier Event	gen-22	Playing with Protons Goes Digital in Action	CREATIVIC
Progress Report	05-mag-22	Progress report	
O4 - Intellectual Output	mag-22	The PwPGD - Assessment Guide and eTwinning toolkit	All Partners
O5 - Intellectual Output	mag-22	The PwPGD - Recommendations Handbook for School Leaders, Policy Makers & Stakeholders	All Partners
M3 - Transnational Projects Meeting	giu-22	3rd Project Meeting - Birmingham	University of Birmingham
C1 - Short-term joint staff training events	giu-22	The PwPGD Summer School	
M4 - Transnational Projects Meeting	dic-22	4th Project Meeting - Athens	Ellinogermanic Agogi Scholi
E5 - Multiplier Event	gen-23	Playing with Protons Goes Digital in Action II	Città della Scienza?
E6 - Multiplier Event	gen-23	Playing with Protons Goes Digital in Action II	Ellinogermanic Agogi Scholi
E7 - Multiplier Event	gen-23	Playing with Protons Goes Digital in Action II	University of Birmingham
E8 - Multiplier Event	gen-23	Playing with Protons Goes Digital in Action II	Città della Scienza
M5 - Transnational Projects Meeting	mag-23	Final Project Meeting - Naples	Città della Scienza
Final Report	31-lug-23	Final report	

Article 5. Obligations.



5.1 General obligations and role of Partners

Partners:

are jointly and severally responsible for implementing the action in accordance with the Agreement. If a beneficiary fails to implement its part of the action, the other beneficiaries shall become responsible for the implementation of that part (but shall not increase the maximum amount of the grant);

- b) they must jointly or individually fulfill any legal obligation to which they are bound under applicable Union, international, and national law;
- c) they must adopt appropriate internal arrangements to properly implement the action. Such arrangements must be consistent with the provisions of the Convention.

5.2 General obligations and role of each Partner

Each Partner undertakes:

- a) to implement the actions of the Project under their own responsibility, with the special diligence required and according to the agreed timetable, taking into account that this activity is necessary to fulfill the obligations arising from the Convention;
- b) to draw up on time and in accordance with the methods provided the technical reports, the reports on the activity carried out and to prepare all the documentation necessary for the accounting of costs incurred;
- c) to provide documents and information requested by the Commission and/or INFN Coordinator;
- d) to communicate, as soon as possible, any event or circumstance that may compromise and/or delay the exact execution of the activity concerning the project;
- e) to retain all original documents, in particular accounting and tax documentation, on suitable media, including digitized originals if authorized by national legislation and in accordance with the conditions set out therein, for a period of five years from the date of payment of the balance;
- f) to maintain the secrecy, even after the end of this contract, of confidential information of which it becomes aware, whether it concerns the Coordinator or third parties;
- g) to submit, even after the end of the present contract, to the controls of the INDIRE National Agency, of the European Commission, of OLAF providing all the documents and information necessary for the verifications according to the provisions provided for by the Convention.

The obligations referred to in the preceding points may not be transferred or assigned to third parties.

5.3. - Obligations of the Coordinator.

The Coordinator agrees to comply with the regulations applicable to this Agreement and, specifically:

- a) to monitor the implementation of the action to ensure that it is done in accordance with the provisions of the Agreement;
- b) to act as an intermediary for all communications between beneficiaries and the Commission;
- c) make available to the Partners all the information necessary for the exact execution of the activity, subject to the obligation of secrecy;
- d) to submit periodic scheduled reports and send at the end of each reporting period reports and other requests of the NA;
- e) to transfer the financial contribution to the Partners in the time and amount provided for in this Agreement and on the basis of the Progress Reports submitted and accepted;
- f) provide all documents necessary for controls and audits initiated prior to payment of the balance or documents necessary for evaluation.

The Coordinator may not subcontract any part of its duties to other grantees or third parties.

Article 6. – Financial Contribution and Methods of Payment.

6.1 Financial Contribution.

The financial contribution for the project foreseen for in Annex II - KA2 Agreement No. 2020-1-IT02-KA226-SCH-095525, provides for the following distribution among the Partners:



Project Budget Summary						
	INFN	CREATIVITIC INNOVA SL	ELLINOGERMANIK I AGOGI SCHOLI PANAGEA SAVVA AE	Fondazione IDIS- Città della Scienza	THE UNIVERSITY OF BIRMINGHAM	Total Grant
Budget Items						
Project Management and Implementation	12.000,00 €	6.000,00 €	6.000,00 €	6.000,00 €	6.000,00 €	36.000,00 €
Transnational Project Meetings	3.450,00 €	4.970,00 €	5.340,00 €	3.450,00 €	4.970,00 €	22.180,00 €
Intellectual Outputs	65.335,00 €	26.030,00 €	38.360,00 €	44.940,00 €	44.940,00 €	219.605,00 €
Multiplier Events	4.000,00 €	2.000,00 €	4.000,00 €	2.000,00 €	4.000,00 €	16.000,00 €
Learning, Teaching, Training Activities		1.610,00 €	1.610,00 €		1.610,00 €	4.830,00 €
Total Grant	84.785,00 €	40.610,00 €	55.310,00 €	56.390,00 €	61.520,00 €	298.615,00 €

The contribution will be paid by the National Agency Indire to the Coordinator, the National Institute of Nuclear Physics, which will distribute it to its Beneficiary partners for their respective share.

If the overall contribution of the NA due to the Coordinator should be reduced due to the failure to achieve one or more objectives of the Project, or for a re-modulation in default of the Project activities, also the amount due to the Partners will be re-determined in relation to the changes occurred.

All payments will be subject to the crediting by the NA of the contribution instalments.

6.2 Payment terms

Within 30 days from the signing of the Partnership Agreement, INFN shall pay the Partners a first advance payment corresponding to ... % of the maximum amount of the grant.

Further advances will be paid by INFN following the presentation of a progress report on the state of realization/implementation of the Project relative to the period between the date of commencement of the project activities, and the date of presentation of the Report itself, according to the timing indicated below:

Payment	CREATIVITIC INNOVA SL	ELLINOGER MANIKI AGOGI SCHOLI PANAGEA	Fondazione IDIS-Città della Scienza	THE UNIVERSITY OF BIRMINGHAM	Event	Date
Description						
1° Prepayment 20%	8.122,00 €	11.062,00 €	11.278,00 €	12.304,00 €	Signing Agreement	T0
2° Prepayment 20%	8.122,00 €	11.062,00 €	11.278,00 €	12.304,00 €	1° Monitoring	01/12/2021
3° Prepayment 20%	8.122,00 €	11.062,00 €	11.278,00 €	12.304,00 €	1° Progress Report	05/05/2022
4° Prepayment 20%	8.122,00 €	11.062,00 €	11.278,00 €	12.304,00 €	2° Monitoring	01/12/2022
Balance 20%	8.122,00 €	11.062,00 €	11.278,00 €	12.304,00 €	Final Report	01/06/2023
Total Grant	40.610,00 €	55.310,00 €	56.390,00 €	61.520,00 €		

Within 30 days from the date of each event/conclusion of the Project, the partners must compile a Report on the realization of the activities. This report must contain the information necessary to justify the payment of the relative advance.

Partners must declare that:

- the information provided is complete, reliable and true;
- the costs incurred can be considered eligible in accordance with the Convention
- the request for payment is supported by appropriate supporting documents, which shall be produced during controls or audits, as indicated in Article II.27 of the Agreement.



The payment of the balance is intended to reimburse or cover the remaining portion of the eligible costs incurred by the beneficiaries in carrying out the Project.

INFN shall determine the amount due as balance payment by deducting the total amount of pre-financing already disbursed from the final grant amount. If the total amount of payments made exceeds the final grant amount, determined in accordance with Art. II.25 the payment of the balance will take the form of a refund request.

Payments are subject to approval of the Activity Report and supporting documents. Their approval does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and information contained therein.

The coordinator must make all payments to the Partners by bank transfer c/o the Banks indicated by the Partners with causal: project "Playing with Protons goes Digital" Convention n. 2020-1-IT02-KA226-SCH-095525. For payments to "Fondazione IDIS-Città della Scienza", the CUP of the Italian Partner G65F20001540006 will also be indicated.

INFN must make payments in Euros. In addition, the Coordinator is required to retain sufficient documents to demonstrate the transfer of amounts to each beneficiary.

Payments made to partners release INFN from its payment obligations.

Article 7. – Partners Responsibility

The Partners shall be liable for all damages arising to the Coordinator from the performance of their activities. In particular, the Partner shall be liable if, as a result of its conduct, the Coordinator is unable to fulfill, in whole or in part, its obligations to the NA, as described in the Agreement, and those undertaken to the other beneficiaries.

Article 8. - Intellectual property, dissemination and use of results

The beneficiaries shall retain ownership of the results of the action, including industrial and intellectual property rights, as well as the reports and other documents related to the action, unless otherwise provided in the Convention.

Article 9. – Confidentiality obligations

Throughout the implementation of the action and for a period of five years from the date of payment of the balance, the parties shall treat confidential information and documents as confidential.

The Parties may use confidential information and documents for reasons other than the performance of obligations under the Convention only with the prior written consent of the other Party.

Article 10. – Use of the European Union symbol.

Any communication or publication relating to the action, whether made by the beneficiaries collectively or individually, including at conferences and seminars or included in information or promotional materials (brochures, leaflets, posters, presentations, electronically, etc.), must:

- a) state that the action is receiving Union funding;
- b) display the symbol of the European Union.

When displayed together with another logo, appropriate prominence must be given to the European Union symbol.

The obligation to display the European Union symbol does not give the beneficiaries the right of exclusive use. Beneficiaries may not appropriate the European Union symbol or similar trademark or logo, either by registration or by any other means.

Articolo 11. - Disputes

For all disputes that may arise between the contracting parties in relation to the content, application, interpretation and/or termination of this agreement, the parties undertake to reach an amicable settlement of the same. In the event that an amicable solution cannot be reached, the Court of Rome shall have exclusive jurisdiction.

Articolo 12. - Treatment of Personal Data



The Parties undertake to process the data collected, in accordance with the provisions of EU Regulation 2018/1725 only and exclusively for the purposes of this Agreement.

Articolo 13. – Tax Charges.

This Agreement will be subject to registration only in case of use, pursuant to Article 5 of DPR 131/86, at the care and expense of the requesting Party.

Stamp duty will be borne by the Italian Parties in equal measure and will be paid by INFN in virtual mode pursuant to art. 15 of Presidential Decree no. 642/72. Authorization no. 0068616 of 19/07/2018, issued by the Italian Revenue Agency.

Fondazione IDIS - Città della Scienza will reimburse INFN half of the tax paid to the Treasury by bank transfer, specifying in the reason for payment the reference to this agreement.

FOR NATIONAL INSTITUTE OF NUCLEAR PHYSICS (INFN)

The President
Prof. Antonio Zoccoli

Date _____

FOR FONDAZIONE IDIS-CITTA' DELLA SCIENZA

The legal representative
Riccardo Villari

Date _____

FOR CREATIVITIC INNOVA SL

The legal representative
Jorge Rafael Lopez Benito

Date _____

FOR ELLINOGERMANIKI AGOGI SCHOLI PANAGEA SAVVA AE

The legal representative
Stavos Savva

Date _____

FOR THE UNIVERSITY OF BIRMINGHAM

The legal representative
Prof. Sir David Eastwood

Date _____