

## **BILATERAL AGREEMENT**

### **PROJECT No. 681228– Acronym: GEMCLIME**

This **Bilateral Agreement** ('the Agreement') is **between** the following parties:

**on the one part**, 'the Coordinator':

1. **UNIVERZITA KARLOVA (CUNI)**, established in OVOČNY TRH 560/5, PRAHA 1, 116 36, Czech Republic, VAT number CZ00216208

and

**on the other part**, the following 'Beneficiary':

2. **FONDAZIONE CENTRO EURO-MEDITERRANEO SUI CAMBIAMENTI CLIMATICI (CMCC)**, established in VIA A IMPERATORE 16, Lecce 73100, Italy, VAT number IT03873750750

hereinafter, jointly or individually, referred to as 'Parties' or 'Party',

WHEREAS:

- (a) The Beneficiary entered on 18 June 2019 into the Grant Agreement with the European Commission (here represented by the REA – Research Executive Agency), to which the Coordinator had already entered, for the implementation of the project called '**Global Excellence in Modelling of Climate and Energy**' with acronym **GEMCLIME** (hereinafter referred to as the 'project'), under the Marie Skłodowska-Curie Action grant agreement No 681228;
- (b) The Marie Skłodowska-Curie Action Research and Innovation Staff Exchanges scheme is an instrument which aims to strengthen research partnerships through staff exchanges and networking activities between academia and non-academic organisations within Europe and worldwide;

HAVE AGREED to the following terms and conditions:

#### **ARTICLE 1 – PURPOSE**

The purpose of this Agreement is to supplement without conflicting with the provisions of the Grant Agreement. In case of inconsistencies, the Grant Agreement and its annexes shall prevail.

## **ARTICLE 2 – ENTRY INTO FORCE, DURATION AND TERMINATION**

The duration period of the project shall be 48 months as of 1 October 2016 (the starting date of the project).

This Agreement shall enter into force from the signature of both Parties. It shall continue in full force and effect until the complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and this Bilateral Agreement.

Both Parties can terminate the participation to this Agreement if: the Grant Agreement is terminated by the Funding Authority; or a Party's participation in the Grant Agreement is terminated.

If the Beneficiary fundamentally breaches the Grant Agreement or this Agreement, the Coordinator may withdraw from this Agreement without undue delay in written. A fundamental breach means such a breach of which the breaching party, at the conclusion of the contract, knew or should have known that the other party would not have concluded the contract had it foreseen such a breach; in other cases, a breach is presumed not to be of a fundamental nature.

Upon withdrawal from this Agreement, the rights and duties of the Parties are extinguished to the extent of the withdrawal. This does not affect the rights of third persons acquired in good faith. Withdrawal from this Agreement does not affect the right to be paid a contractual penalty or default interest if already due, the right to be compensated for damage resulting from a breach of a contractual duty, or a stipulation which, given its nature, is to oblige the Parties even after the withdrawal, including, but not limited to, a stipulation on the resolution of disputes.

## **ARTICLE 3 – RESPONSIBILITIES OF PARTIES**

According to the Grant Agreement.

## **ARTICLE 4 – LIABILITY TOWARDS EACH OTHER**

### **4.1 No warranties**

In respect of any information or materials (including Results and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials; and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

#### **4.2 Limitations of contractual liability**

No Party shall be responsible to the other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act.

A Party's aggregate liability towards the other Party collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement provided such damage was not caused by a wilful act or gross negligence.

The terms of this Bilateral Agreement shall not be construed to amend or limit any Party's statutory liability.

#### **4.3 Damage caused to third parties**

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Bilateral Agreement or from its use of Results or Background.

#### **4.4 Force Majeure**

No Party shall be considered to be in breach of this Bilateral Agreement if it is prevented from fulfilling its obligations under the Bilateral Agreement by Force Majeure.

Each Party will notify the competent Consortium Bodies of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks—if any—shall be decided by the competent Project Bodies.

### **ARTICLE 5 – INTERNAL ORGANISATION**

According to the Grant Agreement.

### **ARTICLE 6 – PROJECT IMPLEMENTATION – DIVISION OF TASKS**

#### **6.1 Internal reporting**

The Beneficiary will engage in yearly internal financial reporting procedure to the coordinator in between official reports to the Funding Authority.

The Beneficiary will provide a summary of realised and planned secondments within months 37 and 48. These shall be sent to [REDACTED]

The Coordinator will treat internal financial reports as confidential and they will not be shared with the Funding Authority or any other party.

## **ARTICLE 7 – PAYMENTS**

### **7.1 Payments to Parties by the Coordinator**

The Coordinator has the task of making the payments to the Party.

In particular, the Coordinator shall:

- (a) notify the Party promptly of the date and composition of the amount transferred to its bank account, giving the relevant references;
- (b) perform its tasks in the proper administration of any funds and in maintaining financial accounts diligently;
- (c) undertake to keep the Funding Authority's financial contribution to the Project separated from its normal business accounts, its assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

In accordance with its usual accounting and management principles and practices, both parties shall be solely responsible for justifying its costs concerning the Project towards the Funding Authority.

Neither the Coordinator nor the other Party shall be in any way liable or responsible for such justification of costs towards the Funding Authority.

### **7.2 The payment schedule**

The funding of cost accepted by the Funding Authority will be paid to the Beneficiary without undue delay and in conformity with the provisions of the Grant Agreement.

#### **7.2.1 Pre-financing payment**

The Coordinator will make a pre-financing payment to the Beneficiary within 30 days after the entry into force of this agreement.

The Beneficiary reported an initial implementation plan of 39 units of person-month.

The pre-financing payment for this implementation plan will be of **EUR 175 500** (one hundred seventy-five thousand and five hundred EURO).

#### **7.2.2 Redistribution of the secondments**

In the case both Parties will agree that the initially planned distribution of the secondments should be modified by transferring some incoming or outgoing secondments from one Party to another Party, the concerned Parties will make a separate bilateral agreement about this transfer of secondments.

The financial funds corresponding to this change in secondments will be transferred accordingly among the Parties as agreed in the bilateral agreement.

These changes in secondments and the related financial transfers always have to be approved by the project coordinator or deputy project coordinator or other contact persons of the Coordinator (CUNI). The Coordinator must also communicate these changes to the Project officer of the REA.

#### **ARTICLE 8 – INTELLECTUAL PROPERTY RIGHTS, USE AND DISSEMINATION**

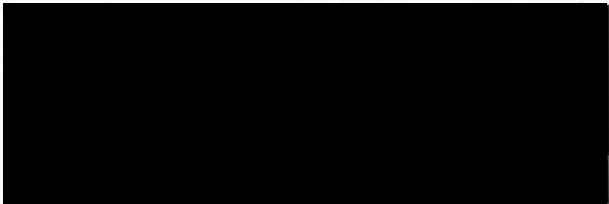
According to the Grant Agreement.

#### **ARTICLE 9 – ANNEX**

The Annex A - Grant Agreement number 681228 - GEMCLIME forms integral part of the Bilateral Agreement. This Annex is composed of a Grant Agreement and an Annex 1 to the Grant Agreement (description of the action), Annex 2 Estimated Budget for the Action, and Annex 3 Accession Forms.

**IN WITNESS WHERE OF**, the Parties have executed this Bilateral Agreement in 2 original copies:


We the undersigned legal representatives of the **UNIVERZITA KARLOVA (CUNI)** declare that we will implement the Project within the Horizon 2020 Marie Skłodowska-Curie Action Research and Innovation Staff Exchange (RISE) Scheme, Call identifier: **H2020-RISE-2015, Grant Agreement No. 681228 – Acronym: GEMCLIME** in accordance with provisions of the Grant Agreement, of this Bilateral Agreement and in line with the Description of Work (Annex I to the Grant Agreement).

Coordinating institution's name	UNIVERZITA KARLOVA
Authorized person to commit	Prof. Tomas ZIMA
Title	Rector
Date	
Signature	
Stamp	



**IN WITNESS WHERE OF**, the Parties have executed this Bilateral Agreement in 2 original copies:

We the undersigned legal representatives of the **FONDAZIONE CENTRO EURO-MEDITERRANEOSUI CAMBIAMENTI CLIMATICI (CMCC)** declare that we will implement the Project within the Horizon 2020 Marie Skłodowska-Curie Action Research and Innovation Staff Exchange (RISE) Scheme, Call identifier: **H2020-MSCA-RISE-2015, Grant Agreement No. 681228 – Acronym: GEMCLIME** in accordance with provisions of the Grant Agreement, of this Bilateral Agreement and in line with the Description of Work (Annex I to the Grant Agreement).

Beneficiary institution's name	FONDAZIONE CENTRO EURO-MEDITERRANEOSUI CAMBIAMENTI CLIMATICI
Authorized person to commit	Dr. Antonio Navarra
Title	President of CMCC
Date	
Signature	
Stamp	

