



PARTNERSHIP AGREEMENT

HORIZON TMA MSCA Staff Exchanges
Overcoming challenges in the evolution and nature of massive stars (OCEANS)
Project Number: 101183150

this Partnership Agreement
(hereinafter referred to as "AGREEMENT")

made and entered into by and between

RUPRECHT-KARLS-UNIVERSITAET HEIDELBERG,
established in SEMINARSTRASSE 2, HEIDELBERG 69117, Germany
(hereinafter referred to as **UHEI**)

and

UNIVERSIDAD NACIONAL DE CÓRDOBA,
established in in Av. Haya de la Torre s/n, second floor,
Pabellón Argentina, Ciudad Universitaria, Córdoba, Argentina
represented by **Mgter. Jhon Darío Boretto**
(hereinafter referred to as **UNC-OAC**).

(**UHEI** and **UNC-OAC** hereinafter referred to as "PARTIES")

Whereas within the European Union's Framework Programme for Research and Innovation Horizon Europe (2021-2027) **UHEI** is bound by the Grant Agreement **101183150 - OCEANS** with the European Union, represented by the European Research Executive Agency (REA), for research in the field of "Marie Skłodowska-Curie Actions – Staff Exchanges" (hereinafter referred to as "GA")

and

whereas the **PARTIES** have agreed that they shall train seconded people (hereinafter referred to as "RESEARCHER") from the respective other institute in accordance with the terms and conditions as stated in the GA,

the following is hereby agreed between **UHEI** and **UNC-OAC**:

1. Definitions for this AGREEMENT are as follows:

Words beginning with a capital letter shall have the meaning defined either herein or in the Horizon Europe Regulation or in the GA including its Annexes.

Action: means all work referred to in Annex 1 of the GA.

Results: means any tangible or intangible output of the action, such as data, knowledge or information, that is generated in the action, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

Host Institution: means the institute hosting a seconded RESEARCHER and can be either **UHEI** or **UNC-OAC**

Secondment period: means the period spent by the researcher at the Host Institution premises as indicated in Annex 1 of the GA.

2. Unless otherwise agreed in writing, the PARTIES shall be bound mutatis mutandis by the terms and conditions of the GA including Annex 1 (Description of the action), but excluding the provisions of the GA, which recognizably only apply to the contractual relationship between **UHEI** and the Research Executive Agency.
3. The Host Institution will ensure that throughout the secondment period infrastructure, equipment and products for implementing the action in the scientific and technical fields concerned are provided and that these means will be available to the RESEARCHER, if necessary.
4. The PARTIES will ensure that throughout the secondment period they will provide reasonable assistance to the RESEARCHER in all administrative procedures required by the Host Institution relevant authorities, as well as in all administrative procedures, such as visas, work permission by the relevant authorities of the Host Institution.
5. The Host Institution will designate a scientist to supervise the research training activities of the RESEARCHER during the secondment period.
6. The PARTIES will keep confidential any information of whatever nature or form that was disclosed in the course of the action and that was marked as “confidential”. They will not disclose the same to any other third party without the prior written consent of the disclosing PARTY.
7. The PARTIES will ensure that Access Rights will be granted to the Background needed to implement the Action or exploit the results and identified in Attachment 1. Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Background. Any PARTY may add additional Background to Attachment 1 during the Project provided they give written notice to the other PARTY. However, agreement between the PARTIES is needed should a PARTY wish to modify or withdraw its Background in Attachment 1.
8. All results created by employees of **UNC-OAC** shall be the property of **UNC-OAC**. All results created by employees of **UHEI** shall be the property of **UHEI**. Where employees of **UNC-OAC** and employees of **UHEI** have jointly generated results, and where their respective contribution to the joint results cannot be ascertained, or where it is not possible to separate such joint results for the purpose of applying for, obtaining or maintaining the relevant intellectual property rights protection, they shall

have joint ownership of those results. In this case, the PARTIES have to agree amongst themselves upon arrangements for applying for, obtaining and/or maintaining such right on a case-by-case basis. The same shall apply for use and licensing such right. In case of a commercial use by a PARTY or licensing to third parties, appropriate financial compensation shall be given to the other PARTY concerned.

Access Rights to results for internal research activities and for the use during the duration and purposes of the OCEAN-Project shall be granted on a royalty-free basis.

9. **UHEI** shall pay direct and indirect costs needed by the eligible RESEARCHER for the action and for additional agreed costs. In particular:

- Category A.1: 2,300 EUR of staff costs (top-up allowance) will be paid per person/month of visit of seconded staff members from **UNC-OAC**. This top-up allowance is transferred to **UNC-OAC** which is obliged to ensure that it is fully used for the RESEARCHER's subsistence, accommodation and travel during the secondment.
- Category B.1: 1100 EUR of institutional costs for research, training and networking per person/month of seconded staff member from **UHEI**.
- Category B.2: 450 EUR of institutional costs for management and indirect costs per person/month of seconded staff member from **UNC-OAC**.
- Before the end of the Action, **UNC-OAC** shall not receive more than its allocated share of the maximum grant amount less the amounts retained by the Granting Authority for the Mutual Insurance Mechanism (5%) and for the final payment (at least 10%). The eligible amounts of funding are listed in the following table:

Year	Number of PM from UNC-OAC to UHEI	Number of PM from UHEI to UNC-OAC .	Eligible costs			Sum of eligible costs that shall be transferred to UNC-OAC (in EUR)
			A.1: Amount for Seconded Staff from UNC-OAC (in EUR)	B.1: Amount for Research (in EUR)	B.2: Amount for Management (in EUR)	
2025						
2026		1		1100		1100
2027	1	2	2300	2200	450	4950
2028	1		2300		450	2750
TOTAL	2	3	4600	3300	900	8800

In the event that the Coordinator of the OCEANS Project withholds or recovers any payment due to a party identified to be in breach of its obligations under this AGREEMENT or the GA, UHEI is also entitled to withhold payment of the allocated share to UNC-OAC.

10. Requests shall be sent electronically to the Contact Person for **UHEI**, **Dr. Andreas Sander**, under the following email address: andreas.sander@uni-heidelberg.de

11. Payments shall be made after receiving requests without unjustified delay via electronic funds transfer to the following account:

PARTY: **Universidad Nacional de Córdoba**

Address of PARTY: **General José G. Artigas 160, Piso: 7, Córdoba – 5000 – Argentina**

Account number: **CC\$92611270013527**

Bank of PARTY: **Banco de la Nación Argentina. Sucursal Córdoba 1570**

Address of Bank: **San Jerónimo 30 - Córdoba – 5000 -- Argentina**

BIC (SWIFT) Code: **NACNARBACOR**

Currency: **EUR**

Payment Reference: **MSCA-SE-OCEANS-101183150**

Payment will be made in EUR at the relevant exchange rate at the time of payment.

Transfer charges will be on a shared costs basis.

Any changes regarding bank account or contact person must be notified to **UHEI** without undue delay.

12. Contact person for **UHEI** shall be **Dr. Andreas Sander**

Contact person for **UNC-OAC** shall be **Dra. Mercedes Gómez**

13. The duration of this action shall be from **1.1.2025** and continue through **31.12.2028**, unless sooner terminated upon the giving of ninety (90) days prior written notice to the other party.

14. The European Union's support of the Marie Skłodowska-Curie Staff Exchange Action will be referenced in publications, conference papers, presentations and posters in connection with this action. This will include the disclaimer: "Funded (or co-funded) by the European Union (Project 101183150 - OCEANS). Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the European Research Executive Agency (REA). Neither the European Union nor REA can be held responsible for them." and the European flag (emblem) and funding statement in any dissemination of results following Article 17.2 and 17.3 of the GA, unless it is impossible.

15. Secondments' implementation will be monitored by a designated person at the level of each PARTY. Each PARTY takes responsibility that the secondments take place as planned and will report immediately any possible deviation to the other PARTY. The PARTIES will identify in time the human resources to be seconded and the necessity of visa. In order to avoid visa issues, administrative support and follow-up needs to be put in place several months prior to the scheduled secondment, so that the visa is obtained on time. All PARTIES will identify additional personnel with the necessary experience, not intended initially to be seconded in the Action work, to be prepared for staff turnover to minimize the risk of delays in secondments.

16. Amendments or changes to this AGREEMENT shall be made in writing and signed by the duly authorized representatives of the PARTIES.

17. This AGREEMENT shall be governed by the laws of Germany.

18. **UHEI** agrees to defend, indemnify and hold **UNC-OAC**, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the grossly negligent or

intentional acts or omissions of **UHEI**, its officers, agents, or employees. **UNC-OAC** agrees to defend, indemnify and hold **UHEI**, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the grossly negligent or intentional acts or omissions of **UNC-OAC**, its officers, agents, or employees.

In respect of any information or materials (incl. Results and Background) supplied by one PARTY to another under the Action, 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.

The Parties agree that this AGREEMENT is executed by

For **UHEI**

For **UNC-OAC**

Date:

Date:

Name and function:
Susanne Geiselhart
Head of Department 6.1

Name and function:
Mgter. Jhon Darío Boretto
Rector

Signature and stamp

Signature and stamp

Attachment 1: Background included

According to the GA (Article 16.1) background is defined as “data, know-how or information (...) that is (...) needed to implement the Action or exploit the results”. Because of this need, access rights have to be granted in principle, but PARTIES must identify and agree amongst them on the background for the Action. This is the purpose of this attachment.

PARTY 1

As to **UHEI**, it is agreed between the PARTIES that, to the best of their knowledge, the following background is hereby identified and agreed upon for the Action. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Unique expertise, in particular with respect to stellar atmospheres, quantitative spectral analysis, and radiation-driven winds of hot stars.	None	None
Access to the PoWR model atmosphere code, which can optionally be installed in partner institutes.	None	None
Access to specific PoWR calculation results (e.g., synthetic spectra, density stratifications) where applicable.	None	None
Access to observations (e.g., reduced spectra of specific stars studied within the project).	None	None

This represents the status at the time of signature of this AGREEMENT.

PARTY 2

As to **UNC-OAC**, it is agreed between the PARTIES that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Action. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights to background and results for implementing the Action”)	Specific restrictions and/or conditions for Exploitation (Article 16.4 Grant Agreement and its Annex 5, Section “Access rights to results and background”, sub-section “Access rights for exploiting the results”)
Expertise in observations with large 8-m telescopes, data reduction and analysis.	None.	None.
Expertise in angular differential imaging technique	None.	None.
Expertise in integral field spectroscopy	None.	None.
Expertise in analyzing integrated spectra and spectral synthesis of open clusters. Determination of astrophysical parameters (age, reddening, metallicity, mass)	None.	None.
Skills in analyzing individual spectra of stars, particularly Be stars. Determination of astrophysical parameters (luminosity, temperature, spectral classification)	None.	None.
Skills in software development	None.	None.
Possibility for joint observing projects using facilities at CASLEO Observatory	None.	None.

This represents the status at the time of signature of this AGREEMENT.



Universidad Nacional de Córdoba
2025

**Hoja Adicional de Firmas
Informe Gráfico**

Número:

Referencia: Convenio de Colaboración UHEI(Alemania) - OAC UNC - Ingles

El documento fue importado por el sistema GEDO con un total de 7 pagina/s.