



Consortium Agreement

EU program / action: Erasmus + Capacity Building
Call - Topic : ERASMUS-EDU-2024-CBHE-STRAND-2
Project name: TechTraPlastiCE
Grant Agreement n°: 101179564

This Contract shall govern relations between:

Université de Lorraine (OID E10147548 / PIC 954831626),

based in 34 Cours Léopold, BP 25233, 54052 Nancy Cedex, France,

represented for the purpose of signature of this Contract by Hélène Boulanger, President of Université de Lorraine,

Hereinafter individually referred to as “the Coordinator”,

And

UNIVERSIDADE DE AVEIRO (UA) (PIC 999865331),

Based in CAMPUS UNIVERSITÁRIO DE SANTIAGO, AVEIRO 3810-193, Portugal - collective entity no. 501 461 108

Represented for the purpose of signature of this Contract by [Name and function of legal representant],

And

UNIVERSIDAD NACIONAL DEL SUR (UNS) (PIC 995565515),

Based in AVENIDA COLON 80, BAHIA BLANCA 8000, Argentina,

Represented for the purpose of signature of this Contract by [Name and function of legal representant],

And



UNIVERSIDAD NACIONAL DE RIO NEGRO (UNRN) (PIC 932565470),

Based in GENERAL BELGRANO 526, VIEDMA 8500, Argentina,

Represented for the purpose of signature of this Contract by [Name and function of legal representant],

And

UNIVERSIDAD NACIONAL DE CORDOBA (UNC) (PIC 999890842),

Based in Haya de la Torre s/n, segundo piso, Pabellón Argentina, Ciudad Universitaria, CORDOBA 5000, Argentina,

Represented for the purpose of signature of this Contract by Mgter. Jhon Darío Boretto, Rector Universidad Nacional de Córdoba

And

PONTIFICIA UNIVERSIDAD CATOLICA DE VALPARAISO (PUCV) (PIC 999854952),

Based in Avenida Brasil 2950, VALPARAISO N/A, Chile,

Represented for the purpose of signature of this Contract by [Name and function of legal representant],

And

Universidad Central (UC) (PIC 921114329),

Based in CR 5 21 38, Bogotá 11031, Colombia,

Represented for the purpose of signature of this Contract by Paula Andrea López López, Rector,

And

COLUMBUS PARTNERS (COLUMBUS) (PIC 897110903),

Based in 1 rue Miollis, 75015 Paris, France,

Represented for the purpose of signature of this Contract by Daniel Samoilovich, Executive Director,

And

UNIVERSIDAD NACIONAL DE COLOMBIA (UNAL) (PIC 999878814),

Based in CARREA 45 26-85 EDIFICIO URIEL GUTIERREZ QUINTO PI CIUDAD UNIVERSITARIA, BOGOTA 111321, Colombia,



Represented for the purpose of signature of this Contract by [Name and function of legal representant],

And

UNIVERSIDAD DE SANTIAGO DE CHILE (USACH) (PIC 986427436),

Based in AVENIDA LIBERTADOR BERNARDO O'HIGGINS 3363, SANTIAGO 9170022, Chile,

Represented for the purpose of signature of this Contract by [Name and function of legal representant],

Hereinafter referred to as “the Partners”.

The Coordinator and the Partners are hereinafter also referred to as “Parties”.

The Partners hereby agree as follows, relating to the project entitled **Strengthening University tech transfer capabilities to support circular economy value chains for plastics in Latin America**

in short (acronym) : **TechTraPlastiCE**



ARTICLE 1: OBJECTIVES OF THE PRESENT CONTRACT

1. On the basis of the present Contract, the Coordinator and the partners commit themselves to carrying out the project entitled **TechTraPlastiCE** and shall contribute to the proper achievement of the requirements as set out in the Grant Agreement n° 101179564 and its annexes, concluded between the Coordinator and the European Education and Culture Executive Agency (EACEA), under the Erasmus + program, Capacity Building Strand 2, in accordance with the terms and conditions as stated in the present Contract.
2. This contract shall regulate the terms and conditions of the collaboration between the parties, and their respective rights and obligations with regard to their participation in the project **TechTraPlastiCE** under the Agreement n° 101179564 passed between the EACEA, and the Coordinator.
3. The maximum grant of the project for the contractual period referred to by the Grant Agreement, is **799 887.00 EUR**.
4. The various deliverables, phases, stages and objectives of the project are described in the Grant Agreement n° 101179564 and its annexes. The skills and contributions of each Party are also specified.

ARTICLE 2: ENTRY INTO FORCE AND DURATION OF THE CONTRACT

1. The project has duration of **36** months. It starts on **1st February 2025** and ends on **31st January 2028**.
2. This Contract enters into force with retroactive effect from **1st February 2025** with the signature by the last of all participating parties to the Contract, and terminates at the moment of the final payment.
3. The period of eligibility of the costs starts on **1st February 2025** and ends on **31st January 2028**.

ARTICLE 3: OBLIGATION 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 contract and in its annexes, in accordance with the objectives of the project as set out in the Grant Agreement concluded between the EACEA and the Coordinator;
2. to send to the Partners a copy of the Grant Agreement n° 101179564 and its annexes, concluded with the EACEA, of the various reports and of any other official document concerning the project;
3. to notify and provide the Partner with any amendment made to the Grant Agreement n° 101179564 concluded with the EACEA;
4. to define in conjunction with the Partners the role and rights and obligations of the parties, including those concerning the attribution of the intellectual property rights;



5. to comply with all the provisions of Agreement n° 101179564 binding the Coordinator to the EACEA.

ARTICLE 4: OBLIGATIONS OF THE PARTNERS

The Partners shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, and provide in due time the deliverables for which they are responsible, in accordance with the objectives of the project as set out in the submitted project proposal and defined in the Agreement n° 101179564 concluded between the EACEA and the Coordinator;
2. to comply with all the provisions of Agreement n° 101179564 binding the Coordinator to the EACEA, to the extent applicable to the Partners;
3. to take all measures in order to perform the activities and achieve the project goals at their best capacity, ensuring the quality of the work produced, namely:
 - a. to ensure that the project activities are effectively carried out by qualified staff in the service of the partner;
 - b. to appoint, for the local management of the project a project manager.
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 promptly inform the coordinator of any delay in the performance of the activities undertaken by the Partners under the present Contract;
6. to accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
7. to define in conjunction with the Coordinator the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

ARTICLE 5: DISSEMINATION

1. The partners shall acknowledge the grant support received under the Erasmus+ Programme in any document disseminated or published, in any product or material produced with the grant support, and in any statement or interviews given, in accordance with the visual identity guidelines provided by the European Commission.
2. The acknowledgement shall be followed by a disclaimer stating that the content of the publication is the sole responsibility of the publisher and that the European Commission is not liable for any use that may be made of the information.

ARTICLE 6: ALLOCATION OF FUNDS



1. The maximum project funding for this contribution from the EACEA grant shall be **799 887.00 EUR**. The expenditure by the Parties must agree with the budget summary presented in the Grant Agreement n° 101179564.
2. The Maximum Grant Amount of 799 887.00 EUR is divided among the beneficiaries in the following way:
 - Université de Lorraine : 148 496 EUR
 - Universidade de Aveiro : 94 472 EUR
 - Universidad Nacional del Sur : 69 885 EUR
 - Universidad Nacional de Rio Negro : 70 089 EUR
 - Universidad Nacional de Cordova : 58 886 EUR
 - Universidad de Santiago de Chile : 68 534 EUR
 - Pontificia Universidad Catolica de Valparaiso : 63 962 EUR
 - Universidad Central : 65 462 EUR
 - Universidad Nacional de Colombia : 58 435 EUR
 - Columbus Partner : 101 666 EUR
3. The allocation of project funding to the Parties is subject to receipt by the Coordinator of the respective project funding from the EACEA.
4. The funds made available shall be exclusively spent for the implementation of the project.

ARTICLE 7: PAYMENTS

1. The Coordinator commits to carrying out payments relating to the subject matter of this contract to the Partners upon signing this Contract and receiving the funds by the EACEA, according to the achievement of the tasks and the following schedule:
 - a. 1st payment: the Coordinator must transfer the pre-financement payment to the Partners within 30 days following the reception of the funds from the EACEA, which should correspond to **70 %** of the maximum grant amount attributed to each Partner, as set on the Grant Agreement n° 101179564 and its annexes.
 - b. Final payment: the payment of the balance, up to **30 %**, shall be made by the Coordinator to the Partners within 30 days following the reception of the funds from the EACEA, at the end of the project. This payment is made by the EACEA once the partner's contractual agreements have been fully met and all the necessary supporting documentation has been received and validated in the final report of the project. The beneficiary reserves the right to withhold the balance and demand a refund of the amounts already paid if the report is presented after the deadline mentioned in article 9 of this contract.



2. All payments shall be regarded as advances pending explicit approval by the EACEA of the final report including approval of the eligibility of the activities, the corresponding cost statement (if applicable) and the assessment of the quality of the results of the project.

ARTICLE 8: BANK ACCOUNT

All payments relating to the subject matter of this contract to the Partners shall be made to the bank accounts divulged by all parties.

Related document: Financial Identification Form

ARTICLE 9: RECORD KEEPING AND SUBMISSION OF REPORTS AND OTHER DOCUMENTS

1. The Partners shall be bound by the obligations set and instructions given in the Grant Agreement n° 101179564 and its annexes, binding the Coordinator to the EACEA.
2. The Partners shall keep a record of any expenditure incurred under the Project and all proofs and related documents for five years starting from the date of the final payment.
3. The Partner 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 by the **31st January 2028** at the latest.

ARTICLE 10: LIABILITY

1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this Contract, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence or wilful misconduct of the other party or its personnel.
2. The Partner shall protect the EACEA against any action for damages suffered by third parties as a result of the performance of this contract to the extent that these damages are not due to the serious or intentional negligence or wilful misconduct of the Partner.
3. Each Party shall indemnify the other Parties against any claim made against or liability incurred by another Party in respect of any infringement by the Party of any copyright or other industrial property right or any statutory protection in respect of any report or other material supplied by the Parties to another Party pursuant to the present Contract.
4. No Party shall be required to provide insurance cover to persons participating in activities undertaken by another Party under the present Contract, unless required by the applicable law.

ARTICLE 11: GOVERNANCE STRUCTURE

1. The organisational structure of the Consortium shall comprise the following Consortium Bodies:



- a. Coordinator as the link between the local coordinators of each partner and associated partners, and all partners, represented in this project by Fabio Cruz Sanchez;
 - b. A local coordinator of the project will be appointed by each partner, whose role will be to establish the link between the Coordinator, and the local scientific, academic and administrative structures of the project partner.
2. Project governance:
- a. Overall Governance System: The governance system is a quality committee that, at the beginning of the project, has to define the open and transparent governing principles to ensure that any decision can be traced by any project member. This system will allow any partner to contribute to the strategic conversation. UL will co-create a quality plan with some of the partners to establish the criteria and indicators to take into account in the project development.
 - b. Means of Communications: The UL will establish a shared platform where all relevant documents will be shared and available for all partners. Also, at least one virtual meeting of 2 hours every month will be structured in order to make a review of the advancement of the project with the all consortium.
 - c. External quality advisory committee: The external advisory experts have the role of reviewing the external deliverables of the project, in order to enhance the relationship of the project's partners external networks. An external advisory expert will be implemented in the development of the project. A document will be shared presenting the tasks and roles of this advisory committee.
 - d. Coordinator Role: UL's team will provide strong experience in managing cross-HEIs and cross-sectorial projects, offering a good base for the good development the project.
 - e. Work Package Leaders: Each Work Package leader will ensure the delivery of the activities on time and facilitate reporting to the coordination.

ARTICLE 12: GENERAL ADMINISTRATIVE PROVISIONS

All original documents required by the Coordinator for the compliance with the Grant Agreement n° 101179564 will be archived by each Partner. The original documents or a certified copy thereof can be sent to the coordinator if required for an audit control.

For any other type of communications, the privileged mean of contact should be electronic email.

ARTICLE 13: LANGUAGE

The language of the project shall be English.

ARTICLE 14: CONFIDENTIALITY



1. Any commercial, financial and technical information received by Parties from another Party in whatever form under or in connection with this contract that is clearly marked or identified in writing as confidential at the time of its disclosure shall be confidential information, or when transmitted orally must be put in writing within seven days. Such confidential information shall not be disclosed to third parties, and shall be used only as necessary for the performance of this Contract. The Parties shall handle such confidential information with the same degree of care they exercise regarding its own confidential information, and never with less than reasonable care.
2. The obligation for confidentiality shall not apply for the information, which:
 - a. was public or generally available to public at the time of disclosure;
 - b. becomes public or generally available to the public after the time of disclosure without any default of the receiving Party;
 - c. was in the possession of the receiving Party before the disclosure, as demonstrated by its written records;
 - d. was received from a third party without any confidentiality obligations; or
 - e. was independently developed by the receiving Party without any use of the received confidential information;
 - f. The receiving Party shall apply the same degree of care with regard to the confidential information disclosed within the scope of the project as with its own confidential and/or proprietary information, but in no case less than reasonable care.
3. If a Party becomes aware that it will be required, or is likely to be required, to disclose confidential information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure, notify the other Parties and comply with the respective Party's reasonable instructions to protect the confidentiality of the information.
4. The provisions contained in this Article shall remain valid for five (5) years starting from the end date of the Contract. If the Project for whatever reason is interrupted, the obligation for secrecy continues five (5) years starting from the interruption.

ARTICLE 15: INTELLECTUAL PROPERTY RIGHTS

1. Unless stipulated otherwise in this contract, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it shall be solely or jointly owned by the Partners according to their relative contribution to the respective result.
2. Without prejudice to paragraph 14.1, each Partner will retain its author moral rights of the results, reports or other documents developed in the scope of this Contract, as well as any intellectual property developed prior to and/or outside of the scope of this Contract.
3. Without prejudice to paragraph 14.1, each Party grant the other Parties the right to make free use of its results of the action for non-commercial purposes, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.



ARTICLE 16: DATA PROTECTION

1. Each Party, as data controller, undertakes to comply with the provisions of the General Data Protection Regulation (GDPR No. 2016/679).
2. Each Party will inform the students concerned of the processing of their personal data and of any possible transfer between partner institutions.

ARTICLE 17: TERMINATION OF THE CONTRACT

1. The Coordinator may decide to terminate the contract if a Partner has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to force majeure, after notification of the Partner by registered letter has remained without effect for 30 days.
2. The Partners shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.
3. If a Party breaches material terms of the present Contract, the other Parties shall have the right to terminate this Contract.
4. The Coordinator shall have the right to terminate the present Contract if a Partner has made false declarations to the Coordinator on work carried out or on expenditure. If the present Contract is so terminated, the coordinator may require the respective Partner to reimburse all or part of the payments made under this Contract.
5. In the event of termination, the Party is obliged to return to the Coordinator the funds received in the framework of this Contract, except those amounts which are correctly justified and accepted as eligible by the EACEA.

ARTICLE 18: DAMAGES FOR NON-PERFORMANCE

1. If the present Contract is terminated for the reason that a Party failed to perform its obligations under the present Contract, the rights and licences granted to that Party pursuant to this Contract shall cease immediately, and that Party shall forfeit the right to reimbursement for obligations performed to the extent the EACEA does not approve the costs for obligations performed.
2. Furthermore, if the Contract is terminated by the Coordinator due to non-performance of obligations by a Partner, that Partner shall be responsible for and pay any direct and necessary cost increase resulting from the necessity to remedy the Partners breach of responsibilities and to assign the tasks of the Partner as specified in the present Contract to one or several other Partners.

ARTICLE 19: JURISDICTION CLAUSE

1. In the event of a dispute between the Parties arising out of the interpretation or application of this Agreement, the Parties shall make every effort to reach an amicable settlement promptly and in the spirit of good cooperation.



If the Parties are unable to resolve the dispute amicably, they undertake to use an alternative form of dispute resolution (such as mediation) as a step prior to, or at least in parallel with, legal, judicial or binding arbitration action.

2. Failing amicable settlement, the EU Court and the Courts of Belgium shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
3. The law applicable to this contract shall be the EU law and the law of Belgium.

ARTICLE 20: AMENDMENTS OR ADDITIONS TO THE CONTRACT

Amendments to this contract shall be made only by a written supplementary Agreement signed on behalf of each of the parties by the signatories to this contract. No oral agreement may bind the parties to this effect.



ANNEXES:

- Copy of Grant Agreement n° 101179564 and its annexes, between the Coordinator and the EACEA
 - o Detailed budget
 - o Proposal application
- Additional documents if needed
- Bank information – financial identification form

Made in two original copy, kept by the Coordinator.

Copy (pdf document) made available for the Partners.

Handwritten signature only, in 2 copies for each Partner, to be sent by Post to the Coordinator.



The Coordinator,

UNIVERSITÉ DE LORRAINE

Mrs Hélène Boulanger, President,

by delegation of signature Mrs Claire Tessier, Deputy General Manager in charge of the 'Research, Projects and Partnerships' service.

Date :

Signature :



The Partner,

UNIVERSIDADE DE AVEIRO (UA)

Prof. Artur Manuel Soares da Silva, Vice-Rector for Research, Innovation and 3rd Cycle

Date :

Signature :



The Partner,

UNIVERSIDAD NACIONAL DEL SUR (UNS)

[Name and function of legal representant]

Date :

Signature :



The Partner,

UNIVERSIDAD NACIONAL DE RIO NEGRO (UNRN)

[Name and function of legal representant]

Date :

Signature :



The Partner,

UNIVERSIDAD NACIONAL DE CORDOBA (UNC)

Mgter. Jhon Darío Boretto- Rector UNC

Date :

Signature :



The Partner,

PONTIFICIA UNIVERSIDAD CATOLICA DE VALPARAISO (PUCV)

[Name and function of legal representant]

Date :

Signature :



The Partner,

UNIVERSIDAD CENTRAL (UC)

Paula Andrea LÓPEZ LÓPEZ, Rector,

Date :

Signature :



The Partner,

COLUMBUS PARTNERS (COLUMBUS)

Daniel Samoilovich, Executive Director

Date :

Signature :



The Partner,

UNIVERSIDAD NACIONAL DE COLOMBIA (UNAL)

[Name and function of legal representant]

Date :

Signature :



The Partner,

UNIVERSIDAD DE SANTIAGO DE CHILE (USACH)

[Name and function of legal representant]

Date :

Signature :



Universidad Nacional de Córdoba
2025

**Hoja Adicional de Firmas
Informe Gráfico**

Número:

Referencia: Consortium agreement- Proyecto TechTraPlasticE - english version

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