VERBALE N. 03 DEL CONSIGLIO DEL DIPARTIMENTO DI BIOSCIENZE, BIOTECNOLOGIE E BIOFARMACEUTICA DEL GIORNO 25.02.2021

Il giorno **25 febbraio 2021** il Consiglio del Dipartimento di Bioscienze, Biotecnologie e Biofarmaceutica, convocato con nota prot. n. 210-II/9 del 18.02.2021 ed integrato con nota email del 24.02.2021, si è riunito alle ore 09,30, in via telematica mediante l'ausilio della piattaforma Microsoft Teams, per discutere e deliberare il seguente Ordine del Giorno:

Approvazione Verbale del 01.02.2021;
Comunicazioni del Direttore;

1. **A.A. 2020/2021 - Corsi di Studio gestiti dal Dipartimento: attribuzione di incarichi di insegnamento a seguito di Bando di Vacanza Prot. 133 del 2/2/2021;**
2. **Proposta di Attivazione dell'insegnamento facoltativo di "Tecniche di Manipolazione Genetica e Genomica" per il Corso di laurea Magistrale in Biologia Cellulare e Molecolare SSD BIO/18, A.A. 2020/2021, 4 CFU (3 di lezioni frontali e 1 di laboratorio);**
3. **Approvazione Grant Agreement relativo al progetto "ENZYMATIC RECYCLING OF WASTE COOKING OILS FOR THE PLASTIC INDUSTRY (REWIND)" finanziato nell'ambito delle Marie Skłodowska-Curie Actions - Individual Fellowship;**
4. **Proposta di Convenzione con l'Istituto di istruzione secondaria superiore "Galileo Ferraris" di Molfetta per la realizzazione di percorsi per le competenze trasversali e per l'orientamento;**
5. **Proposta relativa al rappresentante Uniba nella infrastruttura di ricerca ELIXIR;**
6. **Variazioni di Bilancio: ratifica Variazione al bilancio 2020 e Variazione al Bilancio di previsione 2021;**
7. **Richieste di assegni di ricerca di tipo b;**
8. **Autorizzazione al discarico inventariale;**
9. **Proposta di convenzione con l'Istituto Zooprofilattico della Puglia e della Basilicata;**
10. **Varie ed eventuali.**

Il Consiglio risulta così composto:

Presente (P), Giustificato (G), Assente (A)

	Docenti I Fascia		(P)	(G)	(A)	
1	BARILE	Maria	X			
2	CALAMITA	Giuseppe	X			
3	COTECCHIA	Susanna	X			
4	DELL'AQUILA	Maria Elena		X		
5	FIERMONTE	Giuseppe	X			
6	NICCHIA	Grazia Paola	X			Entra alle ore 11,10
7	PALMIERI	Luigi	X			
8	PESOLE	Graziano	X			
9	VALENTI	Giovanna	X			

	Docenti II Fascia		(P)	(G)	(A)
10	AGRIMI	Gennaro	X		
11	BRUNI	Francesco	X		

12	CASTEGNA	Alessandra	X		
13	CIANI	Elena	X		
14	COLELLA	Matilde	X		
15	DEBELLIS	Lucantonio	X		
16	D'ERCHIA	Anna Maria	X		
17	GISSI	Carmela		X	
18	LASORSA	Massimo	X		
19	LIUZZI	Grazia Maria	X		
20	LOGUERCIO POLOSA	Paola	X		
21	MAROBBIO	Carlo	X		
22	PANARO	Maria Antonietta		X	
23	PESCE	Vito	X		
24	PICARDI	Ernesto	X		
25	PROCINO	Giuseppe	X		
26	ROBERTI	Marina	X		
27	STORELLI	Maria Maddalena	X		
28	TAMMA	Grazia	X		

	Ricercatori		(P)	(G)	(A)
29	BRUNETTI	Giacomina	X		
30	CALVELLO	Rosa		X	
31	CARDONE	Rosa Angela		X	
32	CAROPPO	Rosa	X		
33	CHIMIENTI	Guglielmina	X		
34	CIANCIULLI	Antonia	X		
35	CORMIO	Antonella		X	
36	COX	Sharon Natasha	X		
37	DE GRASSI	Anna		X	
38	DE PALMA	Annalisa	X		
39	DE ROBERTIS	Mariangela	X		
40	DE VIRGILIO	Caterina	X		
41	DE ZIO	Roberta	X		
42	DI MISE	Annarita	X		
43	DI NOIA	Maria Antonietta		X	
44	FRATANTONIO	Deborah	X		
45	GENA	Anna Patrizia	X		
46	GERBINO	Andrea		X	
47	GUARAGNELLA	Nicoletta	X		
48	GUERRA	Lorenzo	X		
49	LA PIANA	Gianluigi	X		
50	LATRONICO	Tiziana	X		
51	LAVECCHIA	Anna	X		
52	LEZZA	Angela Maria Serena	X		
53	LO GIUDICE	Claudio	X		
54	MAGNIFICO	Maria Chiara	X		

55	MALLAMACI	Rosanna	X		
56	MANZARI	Caterina	X		
57	MELELEO	Daniela Addolorata	X		
58	MILANO	Serena	X		
59	MINIERO	Daniela Valeria	X		
60	MOLA	Maria Grazia	X		
61	PIERRI	Ciro	X		
62	PISANI	Francesco		X	
63	PISANO	Isabella	X		
64	POETA	Luana	X		
65	PORCELLI	Vito	X		
66	RANIERI	Marianna	X		
67	SCARCIA	Pasquale	X		
68	VOLPICELLA	Mariateresa	X		
69	VOZZA	Angelo	X		

	Personale Tecnico/Amm.vo		(P)	(G)	(A)
70	DE LEONARDIS	Francesco	X		
71	EVANGELISTA	Angela	X		
72	FASANO	Anna	X		
73	GRAVINA	Roberta	X		
74	LONGO	Rosanna	X		
75	STORELLI	Arianna	X		

	Rappresentanti degli Studenti		(P)	(G)	(A)
76	ABBATANGELO	Elena			X
77	ACQUAVIVA	Francesca	X		
78	BRUNO	Francesco			X
79	CANNARELLA	Marco Santo			X
80	DIGREGORIO	Alessandro	X		
81	GALLUZZI	Giovanni	X		
82	LADISA	Francesco			X
83	MANDORINO	Camilla			X
84	OSELLA	Chiara			X
85	PICCIRILLO	Giulia			X
86	SURIANO	Clelia			X
87	TRIPIEDI	Vincenzo			X

TOTALE COMPONENTI: N. 87; PRESENTI N. 68 GIUSTIFICATI N. 10 ASSENTI N. 9.

Segretario verbalizzante: Dott.ssa Margherita Ardito, Coordinatore del Dipartimento.

Alla Seduta partecipa la Dott.ssa Silvana De Leo, Responsabile dell'U.O. Servizi Generali, Logistica e Supporto informatico, con funzioni di supporto alla verbalizzazione.

Il Direttore, verificata la presenza del numero legale, alle 09,45, dichiara aperta la seduta.

Si dà inizio ai lavori.

Approvazione Verbale del 01.02.2021;

Il Direttore sottopone all'approvazione del Consiglio del Dipartimento il verbale relativo alla seduta del 01.02.2021.

Il Consiglio, con l'astensione degli assenti alla suddetta riunione, approva il verbale relativo alla seduta del 01.02.2021.

Comunicazioni del Direttore;

A) con D.R. n. 181 del 28.01.2021 è stato emanato il nuovo "Regolamento per il conferimento dei titoli onorifici";

B) con nota 10609-II/9 del 08.02.2021 (ns. Prot.A. n. 157-II/9 del 08.02.2021), da parte della Direzione per il Coordinamento delle Strutture dipartimentali, è stata trasmessa copia del D.R. n. 202 del 28.01.2021, con cui la Dott.ssa Anna Fasano è stata proclamata rappresentante del personale tecnico amministrativo in questo Consiglio, per lo scorcio del triennio accademico 2018/2021;

C) con nota 12065-VII/2 del 12.02.2021 (ns. Prot.A. n. 176-VII/2 del 12.02.2021), da parte della Direzione Risorse Umane, è stata data comunicazione che il Sig. Flavio Fracasso, matr. 4510, Categoria D, posizione economica 3, area tecnica, tecnico scientifica ed elaborazione dati, cesserà dal servizio per trattamento di pensione anticipata "quota 100" a decorrere dal 01.09.2021;

D) con nota 14582-VII/2 del 24.02.2021 (ns. Prot.A. n. 232-VII/2 del 24.02.2021), da parte della Direzione Risorse Umane, è stata data comunicazione che il Sig. Giuseppe Centrone, matr. 3017, Categoria D, posizione economica 3, area tecnica, tecnico scientifica ed elaborazione dati, cesserà dal servizio per limiti di età a decorrere dal 01.02.2022;

E) in merito all'Abilitazione Scientifica Nazionale (A.S.N.) - Tornata 2021 – 2023, con bando emanato con D.R. n. 580 del 23.02.2021, concernente la valutazione di Ateneo dei professori ordinari che aspirano a partecipare alle Commissioni nazionali per il conferimento dell'A.S.N., ai sensi dell'art. 6 commi 7 e 8 della L. 240/2010, è stata regolamentata la procedura di Ateneo per la valutazione degli aspiranti commissari. Al seguente link è reperibile tutta la documentazione: https://www.uniba.it/personale/profili/docenti-ricercatori/rapporto-di-lavoro/asn/abilitazione-scientifica-nazionale-a-s-n-tornata-2021-2023. I Professori ordinari che aspirano a partecipare alle commissioni per il conferimento dell'A.S.N. dovranno presentare richiesta di partecipazione al Bando di Ateneo per ottenere l'attestazione di valutazione ai sensi del ridetto art. 6, commi 7 e 8, della L. 240/2010, entro il 1°/03/2021;

F) il Senato Accademico, in data 24.02.2021, ha deliberato per n. 81 posti di RTDb sul piano straordinario. 46 posti (due per ogni Dipartimento) saranno da bandire subito, mentre sugli altri sta lavorando la Commissione risorse per applicare l'algoritmo di riparto.

Il Consiglio prende nota.

Il Direttore apre, quindi, la discussione sul primo punto all'O.d.G.:

1. A.A. 2020/2021 - Corsi di Studio gestiti dal Dipartimento: attribuzione di incarichi di insegnamento a seguito di Bando di Vacanza Prot. 133 del 2/2/2021;

Il Direttore ricorda che con Prot. n. 133 del 02.02.2021 è stato emanato un bando per la copertura degli insegnamenti rimasti scoperti per il corrente anno accademico, relativamente al secondo semestre dello stesso. Tale bando fissava al 22 febbraio scorso la scadenza per la presentazione delle domande.

Di seguito vengono riportati gli insegnamenti interessati e le domande pervenute.

Corso di Laurea Triennale in Biotecnologie Industriali e Agro-Alimentari – Classe L-2
Corso di Laurea Triennale in Biotecnologie Mediche e Farmaceutiche – Classe L-2

Insegnamento	Modulo	Anno	Semestre	SSD	CFU Lez.	CFU Lab/E	Tot. ORE	
Inglese scientifico (a scelta dello studente) (*Corso comune ai due Corsi di Laurea*)		3	2	/	3		24	**c)AGACAN Mark Francis** **(Titolo Oneroso) 600 +oneri** Docente madrelingua inglese con laurea in Chimica e Informatica, Dottorato in Risonanza Magnetica Nucleare applicata alle macrobiomolecole e Corso Post-laurea abilitante all'insegnamento. **c)CONCA Maria** **(Titolo Oneroso) 600 +oneri** Docenza a contratto di Lingua Inglese presso Università di Bari (SSD: L-LIN/12) presso Corso di Laurea in Farmacia (Canali A-M e N-Z, 60 ore per corso)

Corso di Laurea Triennale in Biotecnologie Mediche e Farmaceutiche – Classe L-2

Insegnamento	Modulo	Anno	Semestre	SSD	CFU Lez.	CFU Lab/E	Tot. ORE	
Patologia clinica e diagnostica molecolare (Unità Didattica A)		3	2	MED/05	4		32	**c)PARRELLA Paola** **(Titolo Oneroso) 800 +oneri** Dirigente Medico – Ospedale "Casa Sollievo della Sofferenza" IRCCS già professore a contratto per gli scorsi AA **c)L'ERARIO Angelo** **(Titolo Oneroso) 800+oneri** Biologo presso il Laboratorio di analisi Dott.ssa Dell'Olio, Trani
Patologia clinica e diagnostica molecolare (Unità Didattica B)		3	2	MED/05	4		32	~~**c)PARRELLA Paola** **(Titolo Oneroso) 800+oneri** Dirigente Medico – Ospedale "Casa Sollievo della Sofferenza" IRCCS già professore a contratto per gli scorsi AA~~ HA RITIRATO LA DOMANDA

								c)PASCULLI Barbara **(Titolo Oneroso) 800+oneri** Biologo Collaboratore presso il Laboratorio di Oncologia, IRCCS Casa Sollievo della Sofferenza, San Giovanni Rotondo, (FG)
Microbiologia e microbiologia clinica		2	2	MED/07	3	1 E	36	**c)L'ERARIO Angelo** **(Titolo Oneroso) 900+oneri** Biologo presso il Laboratorio di analisi Dott.ssa Dell'Olio, Trani **c)GALATI Luisa** **(Titolo Oneroso) 900+oneri** Post Doc, Ealry Detection, Prevention and Infections Branch, International Agency for Research on Cancer (IARC) Lyon, France **c)CAPOLONGO Carmen** **(titolo gratuito)** Biologo Dirigente a tempo indeterminato con assegnazione provvisoria presso UOS Patologia clinica dell'Ospedale S. Maria degli Angeli P.O. Putignano e assegnazione definitiva presso UOC di Patologia clinica dell'Ospedale Di Venere Carbonara. Professore a contratto per questo insegnamento nell'AA 2016/2017

Corso di Laurea Magistrale in Biotecnologie Mediche e Medicina Molecolare – Classe LM-9

Insegnamento	**Modulo**	**Anno**	**Semestre**	**SSD**	**CFU Lez.**	**CFU Lab/E**	**Tot. ORE**	
Genetica medica	Si	1	2	MED/03	5	1 Lab	64	~~**c)GUARNIERI Vito (Titolo Oneroso) 1.600+oneri** Dirigente Biologo Ospedale "Casa Sollievo della Sofferenza" IRCCS~~ HA RITIRATO LA DOMANDA **c)FICARELLA Romina** **(Titolo Oneroso) 1.600+oneri** Dirigente Biologo – Laboratorio di Genetica Medica - Ospedale Di Venere – ASL Bari

Il Direttore riferisce che, in vista della riunione odierna ed in considerazione dell'urgenza di provvedere all'attribuzione degli incarichi di insegnamento per consentire la predisposizione del

calendario delle lezioni per l'ordinato avvio delle attività didattiche del secondo semestre, con proprio Decreto n. 8 del 23.02.2021, ha nominato una commissione istruttoria composta dai Proff. Susanna Cotecchia (PO BIO/14, delegato del Direttore per la didattica), in qualità di presidente, Maria Elena Dell'Aquila (PO VET/10, Coordinatore Interclasse di Biotecnologie), Giuseppe Procino (PA BIO/09) e Luana Poeta (Ricercatore MED/04) con il compito di effettuare l'esame comparativo delle domande pervenute, a seguito del bando in oggetto per il medesimo insegnamento ed elaborare una proposta da sottoporre alla decisione di questo Consiglio.

La Commissione si è riunita il 23 febbraio scorso ed ha svolto il lavoro affidatole, formulando una proposta relativa all'affidamento degli incarichi di insegnamento. Il verbale dei lavori della suddetta commissione, già diffuso tra tutti i componenti del Consiglio, viene allegato al presente verbale e ne costituisce parte integrante (**Allegato A**).

Il Direttore riassume di seguito le risultanze della Commissione:

Corso di Laurea Triennale in Biotecnologie Industriali e Agro-Alimentari – Classe L-2

Corso di Laurea Triennale in Biotecnologie Mediche e Farmaceutiche – Classe L-2

- Insegnamento: Inglese scientifico (a scelta dello studente) (Corso comune ai due Corsi di Laurea)

  La Commissione ha proposto di attribuire l'incarico al Dott. AGACAN Mark Francis

Corso di Laurea Triennale in Biotecnologie Mediche e Farmaceutiche – Classe L-2

- Insegnamento: Patologia clinica e diagnostica molecolare (Unità Didattica A)

  La Commissione ha proposto di attribuire l'incarico alla Dott.ssa Parrella Paola
- Patologia clinica e diagnostica molecolare (Unità Didattica B)

  La Commissione ha proposto di attribuire l'incarico alla Dott.ssa Pasculli Barbara
- Microbiologia e microbiologia clinica

  La Commissione ha proposto di attribuire l'incarico alla Dott.ssa Capolongo Carmen

Corso di Laurea Magistrale in Biotecnologie Mediche e Medicina Molecolare – Classe LM-9

- Genetica medica

  La Commissione ha proposto di attribuire l'incarico alla Dott.ssa Ficarella Romina

Il Consiglio, unanime, approva le proposte della Commissione. In particolare delibera:

l'affidamento dell'incarico relativo all'insegnamento di Inglese scientifico, insegnamento comune ai CdL in BIAA e BMF al **Dott. Mark Francis AGACAN**. L'incarico è conferito a titolo oneroso ai sensi dell'Art.4 del D.R. n.2674 del 05.06.2019, secondo trattamento orario previsto dalla delibera del Consiglio di Amministrazione nella seduta del 24/09/2014. La spesa è quantificata in 600 euro lordi al percettore oltre oneri a carico dell'amministrazione calcolati ad aliquote vigenti.

l'affidamento dell'incarico relativo all'insegnamento di Patologia clinica e diagnostica molecolare (Unità Didattica A) per il CdL BMF, alla **Dott.ssa Parrella Paola**. L'incarico è conferito a titolo oneroso ai sensi dell'Art.4 del D.R. n.2674 del 05.06.2019, secondo trattamento orario previsto

dalla delibera del Consiglio di Amministrazione nella seduta del 24/09/2014. La spesa è quantificata in 800 euro lordi al percettore oltre oneri a carico dell'amministrazione calcolati ad aliquote vigenti.

l'affidamento dell'incarico relativo all'insegnamento di Patologia clinica e diagnostica molecolare (Unità Didattica B) per il CdL BMF, alla Dott.ssa **Pasculli Barbara**. L'incarico è conferito a titolo oneroso ai sensi dell'Art.4 del D.R. n.2674 del 05.06.2019, secondo trattamento orario previsto dalla delibera del Consiglio di Amministrazione nella seduta del 24/09/2014. La spesa è quantificata in 800 euro lordi al percettore oltre oneri a carico dell'amministrazione calcolati ad aliquote vigenti.

l'affidamento dell'incarico relativo all'insegnamento di Microbiologia e microbiologia clinica per il CdL BMF, alla Dott.ssa **Carmen Capolongo**. L'incarico è conferito a titolo gratuito ai sensi dell'Art.4 del D.R. n.2674 del 05.06.2019.

Il Direttore passa alla discussione del secondo punto all'O.d.G.:

2. Proposta di Attivazione dell'insegnamento facoltativo di "Tecniche di Manipolazione Genetica e Genomica" per il Corso di laurea Magistrale in Biologia Cellulare e Molecolare SSD BIO/18, A.A. 2020/2021, 4 CFU (3 di lezioni frontali e 1 di laboratorio);

Il Direttore riferisce che, nella riunione del Consiglio Interclasse in Biologia del 13.02.2021, è stata proposta l'attivazione dell'insegnamento facoltativo di "Tecniche di Manipolazione Genetica e Genomica" per il Corso di laurea Magistrale in Biologia Cellulare e Molecolare SSD BIO/18, 4 CFU (3 di lezioni frontali e 1 di laboratorio), per il corrente A.A. 2020/2021, sulla base del programma elaborato dal Dott. Antonio Palazzo, Ricercatore a tempo determinato di tipo a) del medesimo settore.

Il Consiglio di Interclasse in Biologia ha ritenuto il suddetto insegnamento coerente con il progetto formativo di una laurea LM6 e ha disposto l'invio della proposta a questo Dipartimento per la decisione in proposito.

Il Direttore, facendo riferimento alla proposta di programma del Corso in oggetto, rileva che non è possibile che i contenuti didattici in esso contenuti, sicuramente scientificamente avanzati, non siano già contemplati nei diversi insegnamenti rientranti nel settore della Genetica che ha molti crediti nel medesimo Corso di Laurea Magistrale. Egli, quindi, auspica un maggior coordinamento del programma.

La Prof.ssa Barile condivide l'osservazione del Direttore.

La Dott.ssa Volpicella riferisce che alcuni argomenti presenti nella proposta di Insegnamento sono contenuti nell'insegnamento da lei tenuto come per esempio quanto riguarda l'Espressione genica.

Il Prof. Pesole ritiene che sia importante armonizzare i programmi. Egli evidenzia che i meccanismi di azione diretta sull'RNA sono, dal punto di vista dei meccanismi, argomenti di Biologia Molecolare. E' importante confrontarsi tra i diversi settori per offrire agli studenti un'offerta didattica migliore.

La Prof.ssa Cotecchia ritiene che si tratti di questioni che dovrebbero essere esaminate con maggiore attenzione dall'Interclasse e propone, quindi, di rinviare le obiezioni emerse a tale organo.

Il Consiglio, recependo le osservazioni emerse, approva la proposta di attivazione dell'insegnamento facoltativo di "Tecniche di Manipolazione Genetica e Genomica" per il Corso di laurea Magistrale in Biologia Cellulare e Molecolare, SSD BIO/18, per l' A.A. 2020/2021, ma invita il Dott. Palazzo a rivedere il programma, confrontandosi con i colleghi, per focalizzare l'insegnamento proposto su contenuti che non siano già presenti in altri insegnamenti.

Il Direttore passa alla discussione del terzo punto all'O.d.G.:

3. Approvazione Grant Agreement relativo al progetto "ENZYMATIC RECYCLING OF WASTE COOKING OILS FOR THE PLASTIC INDUSTRY (REWIND)" finanziato nell'ambito delle Marie Skłodowska-Curie Actions - Individual Fellowship;

Il Dott. Antonino Biundo assegnista di ricerca presso questo Dipartimento, a settembre 2020 ha presentato domanda, con esito positivo, per un contributo nell'ambito del Bando Marie Sklodowska-Curie Action "Individual Fellowships" (MSCA-IF) 2020.

Le attività di ricerca progettualmente previste si svolgeranno prevalentemente presso questo Dipartimento, sotto il coordinamento del Prof. Agrimi come supervisor e della Prof.ssa Pisano. Anche il finanziamento relativo dovrà essere gestito da questo Dipartimento.

Oggetto della ricerca è la valorizzazione di oli alimentari esausti per l'industria della plastica. Il progetto si basa sulla trasformazione enzimatica di questi composti in prodotti ad alto valore aggiunto e sulla caratterizzazione di questi composti per l'identificazione di possibili mercati di riferimento.

Il progetto prevede una collaborazione con la Facoltà di Scienze ed Ingegneria dell'Università di Groningen (Olanda) dove il Principal Investigator (P.I.) svolgerà un periodo di "secondment" di 6 mesi come previsto da bando.

Il finanziamento, per un importo complessivo di euro 171.473,28, include lo stipendio del ricercatore P.I. che dovrà essere appositamente reclutato, le spese di mobilità, i costi di ricerca ed un contributo per le spese generali per la gestione dei costi indiretti dell'azione.

La data di inizio delle attività progettuali verrà identificata successivamente, ma dovrà ricadere entro un anno dalla firma del Grant Agreement. La durata delle attività progettuali è prevista in 24 mesi.

Il Grant Agreement relativo al progetto illustrato, diffuso prima della seduta odierna tra i membri del Consiglio, viene ora sottoposto all'esame dello stesso.

Esso costituisce l'**Allegato B** al presente Verbale.

Il Consiglio, unanime, approva il Grant Agreement relativo al progetto "Enzymatic Recycling of Waste Cooking Oils for the Plastic Industry (Rewind)".

Il Direttore passa alla discussione del quarto punto all'O.d.G.:

4. Proposta di Convenzione con l'Istituto di istruzione secondaria superiore "Galileo Ferraris" di Molfetta per la realizzazione di percorsi per le competenze trasversali e per l'orientamento;

Il Direttore invita la Dott.ssa Pisano a relazionare in merito.

La Dott.ssa Pisano illustra la Convenzione con l'Istituto di istruzione secondaria superiore "Galileo Ferraris" di Molfetta per la realizzazione di percorsi per le competenze trasversali e per l'orientamento, indicandone i punti salienti. In particolare, Ella evidenzia che questo Dipartimento si impegna a svolgere a titolo gratuito incontri formativi e orientativi in presenza o in modalità DDI (didattica digitale integrata), rivolti agli studenti del settore Biotecnologie Ambientali coinvolti nel PCTO (percorso competenze trasversali e orientamento) su proposta del I.I.S.S. "Galileo Ferraris" di Molfetta, per 12 ore nell'A.S. 2020-2021. L'attività di formazione ed orientamento del PCTO sarà congiuntamente progettata e verificata da un docente tutor interno, designato dall'istituzione scolastica, e da un tutor formativo indicato dal soggetto ospitante, denominato tutor formativo esterno. Le due figure di tutor avranno il compito di condividere i seguenti compiti:

- predisposizione del percorso formativo personalizzato, anche con riguardo alla disciplina della sicurezza e salute nei luoghi di lavoro anche sulle norme introdotte in merito all'emergenza Covid19. In particolare, il docente tutor interno dovrà collaborare col tutor formativo esterno al fine dell'individuazione delle attività richieste dal progetto formativo e delle misure di prevenzione necessarie alla tutela dello studente;
- controllo della frequenza e dell'attuazione del percorso formativo personalizzato;
- raccordo tra le esperienze formative in aula e quella in contesto lavorativo;
- elaborazione di un report sull'esperienza svolta e sulle acquisizioni di ciascun allievo, che concorre alla valutazione e alla certificazione delle competenze da parte del Consiglio di classe;
- verifica del rispetto da parte dello studente degli obblighi propri di ciascun lavoratore di cui all'art. 20 D.Lgs. 81/2008. In particolare, la violazione da parte dello studente degli obblighi richiamati dalla norma citata e dal percorso formativo saranno segnalati dal tutor formativo esterno al docente tutor interno affinché quest'ultimo possa attivare le azioni necessarie.

Questo Dipartimento, in qualità di soggetto ospitante si impegna a:

- garantire al beneficiario/ai beneficiari del percorso, per il tramite del tutor della struttura ospitante, l'assistenza e la formazione necessarie al buon esito dell'attività di alternanza, nonché la dichiarazione delle competenze acquisite nel contesto di lavoro;
- rispettare le norme antinfortunistiche e di igiene sul lavoro anche in merito alle misure previste per l'emergenza Covid19;
- consentire al tutor del soggetto promotore di contattare il beneficiario/i beneficiari del percorso il tutor della struttura ospitante per verificare l'andamento della formazione in contesto lavorativo, per coordinare l'intero percorso formativo e per la stesura della relazione finale;

- informare il soggetto promotore di qualsiasi incidente accada al beneficiario/ai beneficiari o se si presentano le condizioni che prevedono l'adozione delle misure prescritte;
- individuare il tutor esterno in un soggetto che sia competente e adeguatamente formato in materia di sicurezza e salute nei luoghi di lavoro o che si avvalga di professionalità adeguate in materia (es. RSPP).

Al termine dell'illustrazione, il Direttore invita il Consiglio a deliberare in merito e ad individuare in un docente del Dipartimento il "tutor esterno" secondo quanto previsto nell'atto convenzionale.

Il Consiglio, all'unanimità, approva la Convenzione in oggetto ed incarica la **Dott.ssa Isabella Pisano**, quale "tutor esterno" ai sensi della stessa, relativamente alle attività in essa contemplate.

La convenzione è allegata al presente Verbale e ne costituisce parte integrante (**Allegato C**).

Il Direttore passa alla discussione del quinto punto all'O.d.G.:

5. Proposta relativa al rappresentante Uniba nella infrastruttura di ricerca ELIXIR;

Il Direttore ricorda che, con una decisione del 26.09.2014, questo Consiglio si era fatto promotore dell'adesione dell'Università degli Studi di Bari Aldo Moro al nodo italiano della infrastruttura di ricerca europea ELIXIR dedicata alla bioinformatica ed aveva proposto che la Prof.ssa Attimonelli fosse indicata quale rappresentante di questo Ateneo nell'assemblea generale del nodo italiano ELIXIR.

Poiché la Prof.ssa Attimonelli è ormai in quiescenza, Egli propone il nominativo del Prof. Ernesto Picardi come rappresentante dell'Università degli Studi di Bari Aldo Moro, in sostituzione della Prof.ssa Attimonelli.

Il Consiglio, unanime, approva.

Il Direttore passa alla discussione del sesto punto all'O.d.G.:

6. Variazioni di Bilancio: ratifica Variazione al bilancio 2020 e Variazione al Bilancio di previsione 2021;

Il Direttore sottopone all'attenzione del Consiglio la ratifica di una Variazione al Bilancio sezionale del Dipartimento 2020 tesa a permettere l'incamero, nell'annualità nella quale le stesse sono state devolute, delle seguenti somme:

- € 16.000,00 quale prima devoluzione, pari all'80% del finanziamento assegnato per la Summer School dal titolo "Summer Training on Assisted Reproductive Technologies with Germ cells of Animal ModEls-2 CRYO" (START GAME-2 CRYO), finanziata nell'ambito dell'Avviso Pubblico Azioni per la realizzazione di Summer School promosse dalle Università pugliesi per le annualità 2019/2020;
- € 16.000,00 quale prima devoluzione, pari all'80% del finanziamento assegnato per la Summer School dal titolo "Summer School in PhYsiology and Biophsics of Water and Ion Channels (Acronimo: SpyWatch), finanziata nell'ambito dell'Avviso Pubblico Azioni per la realizzazione di

Summer School promosse dalle Università pugliesi per le annualità 2019/2020, responsabile scientifico prof. Nicchia;

- € 25.681,15 devoluzione della seconda tranche del per il progetto "Domina Apuliae" cod. AGBGUK2 finanziato dalla Regione Puglia nell'ambito del Bando POR Puglia FESR-FSE 2014-2020 Innonetwork (cod.MIR B0301.72), responsabili scientifici proff. Tamma e Volpicella;
- € 183.164,76 devoluzione della prima tranche del finanziamento europeo del progetto ASTROTECH.2020 cod. progetto 956325, finanziato nell'ambito del bando Marie Skłodowska-Curie Actions-ITN-2020.

Il Consiglio, unanime, ratifica la variazione appena descritta. Essa è inserita nell'applicativo Easy come Variazione ufficiale n. 2311 (prot. 2587) al Bilancio 2020.

Il Direttore propone, inoltre, una variazione al Bilancio di previsione sezionale 2021 relativa alle seguenti richieste di anticipazione pervenute:

- il prof Pesole chiede di disporre di una anticipazione di spesa di 50.000,00 euro per far fronte alle attività di ricerca previste dall'Accordo di Cooperazione sottoscritto tra la Regione Puglia e l'Università degli Studi di Bari in data 25.01.2021 (delibera di questo Consiglio del 15/1/2021) in relazione al progetto INTERREG V-A GRECIA-ITALIA 2014-2020 – Progetto "COOFHEA Cooperation For Health". Egli ricorda che l'accordo con la Regione Puglia prevede che la devoluzione del finanziamento accordato entro il limite di 50.000 euro avvenga a rendiconto delle spese sostenute e che il progetto, salvo proroghe, è in scadenza a fine maggio prossimo.
- la Prof.ssa Tamma chiede di disporre di una anticipazione di spesa di 10.000 euro a valere sulla seconda tranche del finanziamento relativo al progetto PRIN 2017 di cui è responsabile scientifico. Ricorda che il progetto beneficia di un contributo ministeriale di € 97.847,00 dei quali però, solo 39.138,80 sono già stati incassati, mentre resta in piedi per € 18.861,20 una precedente anticipazione già accordata da questo Dipartimento.

Il Consiglio, unanime, approva la variazione appena descritta. Essa è inserita nell'applicativo Easy come Variazione ufficiale n. 461 (prot. 507).

A latere del presente punto, il Direttore riferisce al Consiglio circa la situazione di difficoltà della UO Contabilità ed attività negoziali determinata dal venir meno di una unità di personale trasferito ad altro Dipartimento per ricoprire ivi un incarico di responsabilità a seguito di procedura selettiva.

Egli riferisce, altresì, di aver avuto, unitamente al CoA del Dipartimento, Dott.ssa Ardito, un confronto serrato col Direttore Generale al quale ha rappresentato le gravi difficoltà gestionali che attraversa il Dipartimento per il venir meno, nell'arco di pochi mesi di svariate unità di personale tecnico ed amministrativo in una situazione nella quale, le restrizioni dovute alla situazione sanitaria, inseriscono un ulteriore elemento di difficoltà. Egli, invitando i colleghi a razionalizzare e concentrare gli acquisti dato che ogni procedura di spesa comporta una notevole mole di atti e adempimenti

amministrativi e contabili, paventa il rischio di un contingentamento degli ordini qualora non si fosse in grado di evadere tutte le richieste.

Escono, alle ore 10,30, il Prof. Agrimi e la Dott.ssa Cianciulli.

Il Direttore passa alla discussione del settimo punto all'O.d.G.:

7. Richieste di assegni di ricerca di tipo b;

Il Direttore introduce l'argomento richiamando il contenuto del Regolamento per il conferimento di Assegni di Ricerca emanato con D.R. n. 2377 del 15.05.2019. Illustra, quindi, le richieste pervenute:

- il Prof. Graziano Pesole, sul progetto **"CIR01_00017 - "CNRBiOmics - CENTRO NAZIONALE DI RICERCA IN BIOINFORMATICA PER LE SCIENZE "OMICHE" - RAFFORZAMENTO DEL CAPITALE UMANO"** presentato in risposta all'Avviso di cui al D.D. N. 2595 del 24 dicembre 2019, per la concessione di finanziamenti finalizzati al rafforzamento del capitale umano delle infrastrutture di ricerca, in attuazione del Piano Stralcio "RICERCA E INNOVAZIONE 2015-2017" - "PNIR – PROGRAMMA NAZIONALE INFRASTRUTTURE DI RICERCA". Decreto di Concessione al Finanziamento PROT. MUR N. 1725 del 31 ottobre 2020 registrato presso Corte dei Conti in data 18 novembre 2020 al N° 2198; U.C.B. UFFICIO DI CONTROLLO in data 13 novembre 2020 al N° 660 CUP **H98I20000020001**, di cui è responsabile e titolare di fondi, ha richiesto un assegno di tipo "B" della durata di 24 mesi, titolo del progetto "***Analisi "omiche" a livello di singola cellula***". - Settore scientifico disciplinare BIO/11. La spesa relativa graverà sui fondi del progetto **CIR01_00017 - CNRBiOmics - rafforzamento del capitale umano**. L'importo annuale lordo al percipiente è di euro **22.390,00** ed il responsabile scientifico è il Prof. Graziano Pesole. Il destinatario dell'assegno dovrà essere un Experienced researcher or 4-10 yrs (Post-doc).
- il Prof. Graziano Pesole, sul progetto **"CIR01_00017 - "CNRBiOmics - CENTRO NAZIONALE DI RICERCA IN BIOINFORMATICA PER LE SCIENZE "OMICHE" - RAFFORZAMENTO DEL CAPITALE UMANO"** presentato in risposta all'Avviso di cui al D.D. N. 2595 del 24 dicembre 2019, per la concessione di finanziamenti finalizzati al rafforzamento del capitale umano delle infrastrutture di ricerca, in attuazione del Piano Stralcio "RICERCA E INNOVAZIONE 2015-2017" - "PNIR – PROGRAMMA NAZIONALE INFRASTRUTTURE DI RICERCA". Decreto di Concessione al Finanziamento PROT. MUR N. 1725 del 31 ottobre 2020 registrato presso Corte dei Conti in data 18 novembre 2020 al N° 2198; U.C.B. UFFICIO DI CONTROLLO in data 13 novembre 2020 al N° 660 CUP **H98I20000020001**, di cui è responsabile e titolare di fondi, ha richiesto un assegno di tipo "B" della durata di 24 mesi, titolo del progetto "**Analisi citofluorimetrche per le ricerche "omiche**". - Settore scientifico disciplinare BIO/11. La spesa relativa graverà sui fondi del progetto **CIR01_00017 - CNRBiOmics - rafforzamento del capitale umano**. L'importo annuale lordo al

percipiente è di euro **22.390,00** ed il responsabile scientifico è il Prof. Graziano Pesole. Il destinatario dell'assegno dovrà essere un Experienced researcher or 4-10 yrs (Post-doc).

- il Prof. Graziano Pesole, sul progetto **"CIR01_00017 - "CNRBiOmics - CENTRO NAZIONALE DI RICERCA IN BIOINFORMATICA PER LE SCIENZE "OMICHE" - RAFFORZAMENTO DEL CAPITALE UMANO"** presentato in risposta all'Avviso di cui al D.D. N. 2595 del 24 dicembre 2019, per la concessione di finanziamenti finalizzati al rafforzamento del capitale umano delle infrastrutture di ricerca, in attuazione del Piano Stralcio "RICERCA E INNOVAZIONE 2015-2017" - "PNIR – PROGRAMMA NAZIONALE INFRASTRUTTURE DI RICERCA". Decreto di Concessione al Finanziamento PROT. MUR N. 1725 del 31 ottobre 2020 registrato presso Corte dei Conti in data 18 novembre 2020 al N° 2198; U.C.B. UFFICIO DI CONTROLLO in data 13 novembre 2020 al N° 660 CUP **H98I20000020001**, di cui è responsabile e titolare di fondi, ha richiesto un assegno di tipo "B" della durata di 24 mesi, titolo del progetto "***Analisi omiche mediante sequenziamento massivo su piattaforme di terza generazione***". - Settore scientifico disciplinare BIO/11. La spesa relativa graverà sui fondi del progetto **CIR01_00017 - CNRBiOmics - rafforzamento del capitale umano**. L'importo annuale lordo al percipiente è di euro **22.390,00** ed il responsabile scientifico è il Prof. Graziano Pesole. Il destinatario dell'assegno dovrà essere un Experienced researcher or 4-10 yrs (Post-doc).

Il Consiglio, unanime, approva tutte e tre le richieste presentate e sopra descritte.

Il Direttore passa alla discussione dell'ottavo punto all'O.d.G.:

8. Autorizzazione al discarico inventariale;

Il Direttore propone al Consiglio di discaricare dalle scritture inventariali i seguenti beni, nella quasi totalità non funzionanti, ma comunque obsoleti e non più utilizzabili, di proprietà del Dipartimento:

N. INVENTARIO	UBICAZIONE	DESCRIZIONE BENE	VALORE STORICO
507 1 9000757	c/o Palazzo di Farmacia - seminterratostanza acido base Biochimica e Biol. Appl.	Thermomixer compact Eppendorf 5350 (non funzionanteinv. Farmaco-Biologico)	€ 1.580,11
507 1 9000758	c/o Palazzo di Farmacia - seminterratostanza acidi e basiBiochimica e Biol. Appl	Congelatore verticale Polar 530 V (non funzionanteinv. Farmaco-Biologico)	€ 7.746,85
507 1 9000890	c/o Palazzo di Farmacia - seminterratostanza acidi e basiBiochimica e Biol. Appl	Congelatore Polar 530 V (Platilab) (non funzionanteinv. Farmaco-Biologico)	€ 7.906,75
507 1 9001181	c/o Palazzo di Farmacia - seminterratostanza autoclaveBiochimica e Biol.	Agitatoreorbitale a velocitàvariabile Orbital 50 sprint 2000 (non funzionanteinv. Farmaco-	€ 1.921,22

	Appl	Biologico)	
507 1 9001182	c/o Palazzo di Farmacia - seminterratostanza autoclaveBiochimica e Biol. Appl	Agitatoreorbitale a velocitàvariabile Orbital 50 sprint 2000 (non funzionanteinv. Farmaco-Biologico)	€ 1.921,22
507 1 9001270	c/o Palazzo di Farmacia - seminterratostanza acidi e basiBiochimica e Biol. Appl	Congelatore Bosch mod. FOS3822 (non funzionante inv. Farmaco-Biologico)	€ 618,20
507 4 9001347	c/o Palazzo di Farmacia - seminterrato	Monitor LG 17" (Centro di Eccellenza in Genomica Comparata) (non funzionante inv. Farmaco-Biologico)	€ 353,25
507 1 9001436	c/o Palazzo di Farmacia - seminterratostanza autoclaveBiochimica e Biol. Appl	Agitatore orbitale Certomat MO II Braun Biotech international completo di vassoio MU 300-370 MM (non funzionante inv. Farmaco-Biologico)	€ 2.230,82
507 1 9001571	c/o Palazzo di Farmacia - seminterratostanza S3Biochimica e Biol. Appl	Autoclave orizzontale semiaut. 5075 ml da 160 litri con rip. centrale altezza regol. per 5075 el/ml (non funzionante inv. Farmaco-Biologico)	€ 11.832,91
507 1 9001734	c/o Palazzo di Farmacia - seminterratostanza acido base Biochimica e Biol. Appl.	Frigo Bosch (non funzionanteinv. Farmaco-Biologico)	€ 699,00
536-9000002-0-80	c/o Palazzo di Farmacia - seminterratostanza centrifugheBiochimica e Biol. Appl	Sequenziatore DNA ABI PRISM 377 n. serie 95050450 completo di accessori (non funzionante inv. Centro Interdipartimentale di serv. Studi Biologici)	€ 128.985,09

Il Direttore precisa che i beni da scaricare si riferiscono ai registri d'inventario dell'ex Dipartimento Farmaco-Biologico.

Il Consiglio, all'unanimità, considerato che si tratta di beni completamente inutilizzabili, non funzionanti e non più utili e di nessun valore storico museale, ne autorizza il discarico inventariale.

Entra, alle ore 11,10, la Prof.ssa Nicchia ed esce, alla medesima ora, la Prof.ssa Storelli.

Il Direttore passa alla discussione del nono punto all'O.d.G.:

9. Proposta di convenzione con l'Istituto Zooprofilattico della Puglia e della Basilicata;

Il Direttore illustra la bozza di Convenzione di cui all'oggetto, evidenziandone i punti salienti. L'Istituto Zooprofilattico della Puglia e della Basilicata, quale parte del Servizio Sanitario Nazionale, partecipa alle attività di diagnostica ed approfondimento scientifico nell'ambito del piano di contrasto alla pandemia da Covid19. L'Ente ha un ruolo nella sorveglianza genomica del virus SARS CoV-2 nelle Regioni Puglia e Basilicata ed esegue correntemente attività di sequenziamento virale. A seguito della crescente richiesta di tali determinazioni da parte degli organi Istituzionali e soprattutto dell'interesse che l'individuazione di nuove varianti genomiche suscita nella comunità scientifica e

della notevole dotazione strumentale e della riconosciuta competenza di questo Dipartimento in tema di sequenziamento genomico e di elaborazioni bioinformatiche, con la Convenzione in oggetto, l'Istituto Zooprofilattico e questo Dipartimento intendono collaborare per realizzare un'attività di sorveglianza genomica e di ricerca di nuove varianti dai campioni eseguiti per la diagnosi del covid19 nelle Regioni di Puglia e Basilicata. I Responsabili Scientifici del presente Accordo sono indicati nel **Prof Graziano Pesole** per questo Dipartimento ed il Dott. Antonio Parisi per l'IZPB. La Convenzione avrà la durata di 12 mesi. Essa non prevede alcun finanziamento ma la collaborazione richiesta a questo Dipartimento consiste nella messa a disposizione delle proprie risorse umane e strumentali nonchè la propria competenza nei settori della genomica e della bioinformatica per effettuare attività di sequenziamento genomico e di elaborazione bioinformatica. L'Istituto Zooprofilattico fornirà invece il materiale consumabile necessario.

Al termine dell'illustrazione, il Direttore invita il Consiglio a voler deliberare in merito.

Il Consiglio, all'unanimità, approva la proposta di Convenzione tra questo Dipartimento e l'IZS di Puglia e Basilicata.

10. Varie ed eventuali.

Non ci sono varie ed eventuali.

Non essendoci altri argomenti in discussione, il Direttore, alle 11,20, dichiara sciolta la seduta.

Il Coordinatore — Il Direttore

Dott.ssa Margherita Ardito — Prof. Luigi Palmieri

Commissione istruttoria incaricata di valutare le domande per l'affidamento di incarichi di insegnamento nei CdL afferenti al DBBB

Membri: Professori Susanna Cotecchia (PO BIO/14, delegato del Direttore per la didattica), Maria Elena Dell'Aquila (PO VET/10, Coordinatore Interclasse di Biotecnologie), Giuseppe Procino (PA BIO/09), Luana Poeta (Ricercatore MED/04)

Premessa
Il Direttore del Dipartimento di Bioscienze, Biotecnologie e Biofarmaceutica, con proprio decreto n. 8 del 23/2/2021 ha nominato la presente commissione istruttoria affidandole il compito istruttorio di valutare le domande per l'affidamento di incarichi di insegnamento nei CdL afferenti al Dipartimento, pervenute a seguito del Bando di vacanza **Prot. 133 del 2/2/2021**.
La decisione sarà rimessa alla valutazione del Consiglio del Dipartimento già convocato per il 25/02/2021 al quale questa Commissione dovrà riferire.
Il Bando Prot. 133 del 2/2/2021, concerneva la copertura dei seguenti insegnamenti del II semestre dell'A.A. 2020/21:
A) Genetica Medica (MED/03) per il corso magistrale LM-9 di Biotecnologie Mediche e Medicina Molecolare (BMMM)
B) Microbiologia e microbiologia clinica (MED/07) per il corso triennale L-2 di Biotecnologie Mediche de Farmaceutiche (BMF)
C) Patologia clinica e diagnostica molecolare (MED/05) (Unità Didattica A) per il corso triennale L-2 di Biotecnologie Mediche de Farmaceutiche (BMF)
D) Patologia clinica e diagnostica molecolare (MED/05) (Unità Didattica B) per il corso triennale L-2 di Biotecnologie Mediche de Farmaceutiche (BMF)
E) Inglese scientifico (corso a scelta dello studente) comune ai due corsi triennali L-2 (BMF e BIAA).

Riunione
La commissione si è riunita per via telematica il 23/02/2020 alle ore 18 per valutare le candidature ricevute.
A) Genetica Medica (MED/03) per il corso magistrale LM-9 di BMMM
- FICARELLA Romina

B) Microbiologia e microbiologia clinica (MED/07) per il corso triennale L-2 di BMF
- L'ERARIO Angelo
- GALATI Luisa
- CAPOLONGO Carmen

C) Patologia clinica e diagnostica molecolare (MED/05) (Unità Didattica A) per il corso triennale L-2 di BMF
- PARRELLA Paola
- L'ERARIO Angelo

D) Patologia clinica e diagnostica molecolare (MED/05) (Unità Didattica B) per il corso triennale L-2 di BMF
- PASCULLI Barbara

E) Inglese scientifico (corso a scelta dello studente) comune ai corsi triennali BMF e BIAA
- AGACAN Mark Francis
- CONCA Maria

A) Genetica Medica (MED/03) per il corso magistrale LM-9 di BMMM
Candidatura della Dott.ssa Romina Ficarella
Formazione, competenze e titoli scientifici
• Nel 2001, Laurea a ciclo unico in Scienze Biologiche presso l'Università degli Studi di Bari (106/110).
• Nel 2007, Dottorato di ricerca in Genetica Medica presso la Seconda Università degli Studi di Napoli.
• Nel 2012, Specializzazione in Genetica Medica presso l'Università degli Studi di Bari (50/50 e lode).
• Dal 2008 al 2014, vari contratti/assegni di ricerca presso la Sezione di Medicina Interna, Endocrinologia e Malattie Metaboliche dell'Università di Bari (gruppo della Prof.ssa Natalicchio)
• Posizione attuale: Dirigente Biologo presso la divisione di Genetica Medica dell'Ospedale Di Venere di Bari.

• Co-autore di n. 25 pubblicazioni su riviste internazionali (2 come primo autore) nell'ambito della genetica medica e di malattie metaboliche (H index: 16).
• Ha svolto attività didattica integrativa nell'ambito della fisiologia cellulare ed endocrinologia per studenti di biotecnologie dell'Università di Bari, e nell'ambito della genetica medica per gli studenti di medicina dell'Università di Napoli.
Programma di insegnamento
Il programma di insegnamento proposto per l'insegnamento di "Genetica medica", formulato con chiarezza, è nel complesso coerente con gli obiettivi formativi del corso.
Proposta della Commissione
La Commissione propone di attribuire l'incarico di insegnamento alla Dott.ssa Romina FICARELLA.

B) Microbiologia e microbiologia clinica (MED/07) per il corso triennale L-2 di BMF
Candidatura del Dott. Angelo L'Erario
Formazione, competenze e titoli scientifici
• Nel 2018, Laurea Magistrale in Biotecnologie Mediche e Medicina Molecolare presso l'Università degli Studi di Bari (110/110).
• Posizione attuale: Biologo in un laboratorio di analisi privato.
• Ha una pubblicazione scientifica.
• Non ha esperienze didattiche.
Programma di insegnamento
Il programma proposto per l'insegnamento è molto succinto e non permette di comprenderne a pieno gli obiettivi.

Candidatura della Dott.ssa Luisa Galati
Formazione, competenze e titoli scientifici
• Nel 2011, Laurea Magistrale in Biologia Cellulare e Molecolare presso l'Università degli Studi della Tuscia (110/110 e lode).
• Nel 2019, Dottorato di ricerca in Scienze della Vita (Scienze Infettivologiche, Immunologiche, Dermatologiche ed in sanità Pubblica) presso la l'Università degli Studi di Catanzaro.
• Nel 2019, Specializzazione in Microbiologia e Virologia presso l'Università degli Studi di Napoli (50/50).
• Dal 2019, ricercatore post-dottorale presso IARC di Lione (Francia).
• Co-autore di n. 13 pubblicazioni su riviste internazionali (5 come primo autore) nell'ambito della diagnosi ed epidemiologia di malattie infettive (H index: 4).
• Non ha svolto attività didattica.
Programma di insegnamento
Il programma di insegnamento proposto è formulato in modo sintetico, ma chiaro e, nel complesso, coerente con gli obiettivi formativi del corso.

Candidatura della Dott.ssa Carmen Capolongo
Formazione, competenze e titoli scientifici
• Nel 2009, Laurea Magistrale in Scienze Biosanitarie presso l'Università degli Studi di Bari (108/110).
• Nel 2015, Specializzazione in Microbiologia e Virologia presso l'Università degli Studi di Bari (50/50 e lode).
• Ha seguito varie attività formative (Master di I e II livello) nell'ambito della microbiologia clinica.
• Posizione attuale: Biologo Dirigente presso la UO di Patologia Clinica dell'Ospedale di Putignano "S. Maria degli Angeli"/ attribuzione definitiva presso Ospedale Di Venere di Bari.
• Co-autore di n. 10 pubblicazioni su riviste internazionali nell'ambito della diagnosi ed epidemiologia di malattie infettive (H index: 4).
• Ha svolto attività didattica in qualità di Professore a contratto nell'ambito della microbiologia clinica: nel 2016, per il corso in "Scienze Infermieristiche" dell'Università degli Studi di Bari; nel 2017 per il corso triennale di "Biotecnologie mediche e Farmaceutiche", e per il corso in "Scienze Infermieristiche" dell'Università degli Studi di Bari.
Programma di insegnamento
Il programma di insegnamento proposto è chiaro e nel complesso coerente con gli obiettivi formativi del corso.

Valutazione comparativa della Commissione e proposta di affidamento
La Commissione, dopo aver esaminato attentamente le candidature pervenute, rileva che:
il dott. L'Erario non possiede titoli scientifici pertinenti l'ambito della microbiologia clinica e non possiede alcuna esperienza didattica essendo, il candidato, in uno stadio iniziale del suo percorso professionale.
La dott.ssa Galati, possiede titoli scientifici pertinenti l'ambito dell'insegnamento mentre non ha esperienze didattiche pregresse.
La dott.ssa Capolongo, possiede titoli scientifici pertinenti ed esperienze didattiche adeguate all'insegnamento della microbiologia clinica rivolto agli studenti triennali di "Biotecnologie Mediche e Farmaceutiche".
La Commissione, propone, pertanto la seguente graduatoria degli idonei:

1) Capolongo
2) Galati

e propone l'affidamento dell'incarico alla dott.ssa Carmen CAPOLONGO.

C) Patologia clinica e diagnostica molecolare (MED/05) (Unità Didattica A) per il corso triennale L-2 di BMF
Candidatura del Dott. Angelo L'Erario
Formazione, competenze e titoli scientifici
• Nel 2018, Laurea Magistrale in Biotecnologie Mediche e Medicina Molecolare presso l'Università degli Studi di Bari (110/110).
• Posizione attuale: Biologo in un laboratorio di analisi privato.
• Ha una pubblicazione scientifica.
• Non ha esperienze didattiche.
Programma di insegnamento
Il programma proposto per l'insegnamento è molto succinto e non permette di comprenderne a pieno gli obiettivi.

Candidatura della Dott.ssa Paola Parrella
Formazione, competenze e titoli scientifici
• Laurea in Medicina e Chirurgia presso l'Università Cattolica del Sacro Cuore, Roma nel 1993 con il massimo dei voti.
• Specializzazione in Patologia Clinica nel 1998.
• Dal 1998 al 2002, attività di ricerca in campo dell'oncologia molecolare presso la Johns Hopkins University, Baltimore (USA).
• Dal gennaio 2002, Coordinatore Scientifico del Laboratorio di Oncologia presso IRCCS "Casa Sollievo della Sofferenza", San Giovanni Rotondo.
• Dal febbraio 2008, Dirigente Medico presso il Laboratorio di Oncologia presso IRCCS "Casa Sollievo della Sofferenza", San Giovanni Rotondo.
• Con decorrenza dal 2014, abilitazione scientifica nazionale in Patologia clinica (MED/05) con funzione di professore associato.
• Ampia esperienza professionale e di ricerca nel campo della diagnostica molecolare con particolare riferimento alle malattie oncologiche.
• Direzione scientifica di numerosi progetti di ricerca finanziati da vari enti (Ministero della Salute, AIRC) nell'ambito della diagnostica molecolare e terapie innovative di patologie oncologiche.
• Co-autore di n. 75 pubblicazioni su riviste internazionali di ottimo livello (di cui numerose in qualità di primo o ultimo autore) (H-index 26).
• Numerose attività di insegnamento fra cui quelle nell'ambito della patologia e immunologia nei corsi di laurea di Medicina e Chirurgia del Campus Bio-Medico Roma (1996-98), e della patologia molecolare nei corsi di Biotecnologie presso l'Università di Bari (professore a contratto dal 2013 ad oggi).
Programma di insegnamento
Il programma proposto per l'insegnamento è esteso, chiaro e coerente con gli obiettivi del corso.

Valutazione comparativa e proposta della Commissione
La Commissione, dopo aver esaminato attentamente le candidature pervenute, rileva che:

il dott. L'Erario non possiede titoli scientifici pertinenti l'ambito della patologia clinica e non ha esperienze didattiche essendo, il candidato, in uno stadio iniziale del suo percorso professionale.
La dott.ssa Parrella possiede un profilo scientifico elevato e pertinente l'ambito della patologia clinica ed esperienze didattiche adeguate all'insegnamento della Patologia clinica e diagnostica molecolare per il corso triennale di Biotecnologie Mediche e Farmaceutiche.
La Commissione, propone, pertanto la seguente graduatoria degli idonei:

1. Parrella Paola

La Commissione propone, pertanto, di attribuire l'insegnamento alla Dott.ssa Paola PARRELLA.

C) Patologia clinica e diagnostica molecolare (MED/05) (Unità Didattica B) per il corso triennale L-2 di BMF
Candidatura della Dott.ssa Barbara Pasculli
Formazione, competenze e titoli scientifici
• Nel 2011, Laurea Magistrale in "Biotecnologie Mediche e Medicina Molecolare" presso l'Università degli Studi di Bari (110/110 e lode).
• nel 2015, Dottorato di Ricerca in Fisiologia e Biotecnologie Cellulari" presso l'Università degli Studi di Bari.
• Dal 2019, frequenza della Scuola di Specializzazione in Genetica Medica presso l'Università la Sapienza di Roma.
• Nel 2014-15, ricercatore post-dottorale presso l'Anderson Cancer Center a Houston (USA) (ricerca nell'ambito dei non coding RNA in colon cancer)
• Dal 2015, Biologo Collaboratore nel Laboratorio di Oncologia presso IRCCS "Casa Sollievo della Sofferenza", San Giovanni Rotondo.
• Co-autore di n. 18 pubblicazioni su riviste internazionali di ottimo livello (di cui n.6 in qualità di primo autore) (H-index 11).
• Ha svolto attività di supervisione delle attività di tirocinio pre-laurea di vari studenti.
Programma di insegnamento
Il programma proposto per l'insegnamento è chiaro e coerente con gli obiettivi del corso.
Proposta della Commissione
La Commissione propone di attribuire l'incarico di insegnamento alla Dott.ssa Barbara PASCULLI.

E) Inglese scientifico (corso a scelta dello studente) comune ai corsi triennali BMF e BIAA
Candidatura del Dott. Marc Francis AGACAN
Formazione, competenze e titoli scientifici
• 1995, Laurea in Informatica presso l'Università di Dundee (Scozia),
• 1997, Laurea in Chimica (Università di Dundee, Scozia),
• 1998, Master Science in NMR (Università di Dundee, Scozia),
• 2002, Dottorato di ricerca in Trasporto ionico monitorato in NMR (Università di St. Andrews, Scozia),
• 2012, Abilitazione all'insegnamento (Corso Post-laurea abilitante all'insegnamento all'Università (PGCertTHE), Università di Dundee, Scozia.
• Co-autore di 5 pubblicazioni su riviste internazionali
• Partecipazione a Convegni Scientifici
• Attività didattica in scuole pubbliche:
- Ottobre 2020/Giugno 2021: Esperto Madrelingua Inglese del Corso d "Green Chemistry" presso il Liceo Scientifico Marconi M. Hack di Bari
- Ottobre 2018/Giugno 2019 Docente di Matematica e Biologia Cambridge (IGCSE) del liceo Scientifico Salvemini di Bari
- Ottobre 2018/Giugno 2019 Docente di Chimica, Fisica Matematica Cambridge (IGCSE) del liceo Scientifico A. Scacchi di Bari
- Ottobre 2017/Giugno 2018 Docente di Matematica, Fisica, Biologia Cambridge (IGCSE) del liceo Scientifico Salvemini di Bari
- Ottobre 2017/Giugno 2018 Docente di Chimica e Matematica Cambridge (IGCSE) del liceo Scientifico A. Scacchi di Bari
- Ottobre 2017/Giugno 2018 Docente di Biologia (IGCSE) del liceo Cirillo di Bari

- Ottobre 2016/Maggio 2017 Docente di Matematica Cambridge (IGCSE) del liceo Scientifico Salvemini di Bari
• Partecipazione ad un gruppo di ricerca universitario dal 2005 al 2012
Responsabile scientifico senior, Dipartimento di chimica biologica e scoperta di farmaci, College of Life Scienze, Università di Dundee, Dundee, DD1 5EH, Regno Unito.
• Certificazioni linguistiche Post-graduate Certification for Teaching in Higher Education (2012)
Programma di insegnamento
Il programma proposto per l'insegnamento di "Inglese SCIENTIFICO " è coerente con gli obiettivi formativi del corso e particolarmente interessante poiché include contenuti di vari ambiti delle biotecnologie che saranno presentati, analizzati e discussi in lingua inglese.

Candidatura della Dott.ssa Maria CONCA
Formazione, competenze e titoli scientifici
• 2000, Laurea in Lingue e Letterature Straniere (UniBA, combinazione linguistica: inglese, tedesco e croato.
• 2002, Diploma di Master in Studi Europei (Università di Firenze)
• Certificazioni linguistiche CELTA Certificate in Teaching English
• Attività di docenza Universitaria:
Dal 2013/14 ad oggi svolge attività di docente universitario a contratto per l'Università di Bari come professore a contratto nei CdS in:
2020/21: Farmacia (Bari)
2020/21: Giurisprudenza (Bari)
2019/20: Conservatorio di Matera
2018/19: Architettura (UniBasilicata)
2017/18: Architettura (UniBasilicata)
2017/18: Scienze del Turismo e Patrimoni culturali (UniBasilicata)
2016/17: Architettura
2016/17: Centro Linguistico d'Ateneo
2016/17: MBA
2013/14: Architettura (UniBasilicata)
• Attività di docenza in scuole pubbliche e private:
2020/21 Liceo Linguistico e Scientifico Statale di Altamura
2019/20 Liceo Linguistico e Scientifico Statale di Altamura
Programma di insegnamento
Il programma proposto per l'insegnamento di "Inglese Scientifico " è adeguato nel complesso agli obiettivi formativi del corso.

Valutazione comparativa e proposta della Commissione
La Commissione, dopo avere esaminato attentamente le due candidature ricevute, ritiene che entrambi i candidati abbiano buone competenze per erogare un insegnamento di inglese avanzato agli studenti dei corsi di laurea triennale di biotecnologie. Tuttavia, la Commissione propone di considerare in priorità la candidatura del Dott. Marc Francis AGACAN in quanto il candidato, di madrelingua inglese, ha proposto un programma di insegnamento originale basato anche su dei contenuti di precipuo interesse biotecnologico.
La Commissione, propone, pertanto la seguente graduatoria degli idonei:

1. Agacan
2. Conca

La Commissione propone, pertanto, di attribuire l'insegnamento al Dott. Marc Francis AGACAN.

La Commissione, alle ore 20.00, ritenendo concluso il proprio compito, conclude la seduta.
Il presente Verbale è letto e approvato seduta stante.

Bari, 23/02/2021

Prof. Susanna Cotecchia (Presidente)

Prof. Maria Elena Dell'Aquila

Prof. Giuseppe Procino

Prof. Luana Poeta

copia analogica sottoscritta con firma a mezzo stampa predisposta secondo l'articolo 3 del D.Lgs. n. 39/1993 e l'articolo 3bis, comma 4bis del Codice dell'amministrazione digitale.

EUROPEAN COMMISSION
Research Executive Agency

Director

GRANT AGREEMENT

NUMBER 101031186 — REWIND

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

on the one part,

the **Research Executive Agency (REA)** ('the Agency'), under the powers delegated by the European Commission ('the Commission'), represented for the purposes of signature of this Agreement by ,

and

on the other part,

'the beneficiary':

UNIVERSITA DEGLI STUDI DI BARI ALDO MORO (UNIBA), established in PIAZZA UMBERTO I 1, BARI 70121, Italy, VAT number: IT01086760723, represented for the purposes of signing the Agreement by .

The parties referred to above have agreed to enter into the Agreement under the terms and conditions below.

By signing the Agreement, the beneficiary accepts the grant and agrees to implement it under its responsibility and in accordance with the Agreement, with all the obligations and conditions it sets out.

The Agreement is composed of:

Terms and Conditions

Annex 1 Description of the action

Annex 2 Estimated budget for the action

2a Additional information on the estimated budget

Annex 3 Accession Forms

Annex 4 Model for the financial statements

Annex 5 Not applicable

Annex 6 Not applicable

TERMS AND CONDITIONS

TABLE OF CONTENTS

CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Agreement sets out the rights and obligations and the terms and conditions applicable to the grant awarded to the beneficiary for implementing the action set out in Chapter 2.

CHAPTER 2 ACTION

ARTICLE 2 — ACTION TO BE IMPLEMENTED

The grant is awarded for the action entitled '***ENZYMATIC RECYCLING OF WASTE COOKING OILS FOR THE PLASTIC INDUSTRY — REWIND***' **('action')**, as described in Annex 1.

ARTICLE 3 — DURATION AND STARTING DATE OF THE ACTION

The duration of the action will be ***24 months*** as of *the effective starting date notified by the beneficiary, which must be within 12 months from the date the Agreement enters into force* ('starting date of the action').

ARTICLE 4 — ESTIMATED BUDGET AND BUDGET TRANSFERS

4.1 Estimated budget

The '**estimated budget**' for the action is set out in Annex 2.

It contains the estimated eligible costs and the forms of costs, broken down by beneficiary, budget category (see Articles 5, 6)

4.2 Budget transfers

Not applicable

CHAPTER 3 GRANT

ARTICLE 5 — GRANT AMOUNT, FORM OF GRANT, REIMBURSEMENT RATES AND FORMS OF COSTS

5.1 Maximum grant amount

The '**maximum grant amount**' is **EUR 171 473.28** (one hundred and seventy one thousand four hundred and seventy three EURO and twenty eight eurocents).

5.2 Form of grant, reimbursement rate and form of costs

The grant reimburses **100 %** of the action's eligible costs (see Article 6) ('**reimbursement of eligible costs grant**') (see Annex 2).

The estimated eligible costs of the action are EUR **171 473.28** (one hundred and seventy one thousand four hundred and seventy three EURO and twenty eight eurocents) .

Eligible costs (see Article 6) must be declared under the following forms ('**form of costs**'):

(a) for **costs for the recruited researcher** (living, mobility and family allowances): on the basis of the amount(s) per unit set out in Annex 2 ('**unit costs**') and

(b) for **institutional costs** (research, training and networking costs and management and indirect costs): on the basis of the amount per unit set out in Annex 2 (**unit costs**).

5.3 Final grant amount — Calculation

The '**final grant amount**' depends on the actual extent to which the action is implemented in accordance with the Agreement's terms and conditions.

This **amount** is calculated by the Agency — when the payment of the balance is made (see Article 21.4) — in the following steps:

Step 1 – Application of the reimbursement rate to the eligible costs

Step 2 – Limit to the maximum grant amount

Step 3 – Reduction due to substantial errors, irregularities or fraud or serious breach of obligations

5.3.1 Step 1 — Application of the reimbursement rate to the eligible costs

The reimbursement rate (see Article 5.2) is applied to the eligible costs (unit costs; see Article 6) declared by the beneficiary and approved by the Agency (see Article 21).

5.3.2 Step 2 — Limit to the maximum grant amount

If the amount obtained following Step 1 is higher than the maximum grant amount set out in Article 5.1, it will be limited to the latter.

5.3.3 Step 3 — Reduction due to substantial errors, irregularities or fraud or serious breach of obligations — Reduced grant amount — Calculation

If the grant is reduced (see Article 43), the Agency will calculate the reduced maximum grant amount by deducting the amount of the reduction (calculated in proportion to the seriousness of the errors, irregularities or fraud or breach of obligations, in accordance with Article 43.2) from the grant amount set out in Article 5.1.

The final grant amount will be the lower of the following two:

- the amount obtained following Steps 1 and 2 or
- the reduced grant amount following Step 3.

5.4 Revised final grant amount — Calculation

If — after the payment of the balance (in particular, after checks, reviews, audits or investigations;

see Article 22) — the Agency rejects costs (see Article 42) or reduces the grant (see Article 43), it will calculate the '**revised final grant amount**'.

This amount is calculated by the Agency on the basis of the findings, as follows:

- in case of **rejection of costs**: by applying the reimbursement rate to the revised eligible costs approved by the Agency;
- in case of **reduction of the grant**: in proportion to the seriousness of the errors, irregularities or fraud or breach of obligations (see Article 43.2).

In case of **rejection of costs and reduction of the grant**, the revised final grant amount will be the lower of the two amounts above.

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS

6.1 General conditions for costs to be eligible

Unit costs are eligible ('**eligible costs**') if:

(a) they are calculated as follows:

{amounts per unit set out in Annex 2

multiplied by

the number of actual units}.

(b) the number of actual units complies with the following:

- the units must be actually used or produced in the period set out in Article 3;
- the units must be necessary for implementing the action or produced by it, and
- the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 18).

6.2 Specific conditions for costs to be eligible

Costs are eligible, if they comply with the general conditions (see above) and the specific conditions set out below for each of the following two budget categories:

A. **Costs for the recruited researcher** (A.1 Living allowance, A.2 Mobility allowance and A.3 Family allowance) are eligible, if:

(a) the number of units declared:

(i) corresponds to the actual number of months spent by the recruited researcher on the research training activities and

(ii) does not exceed *24* months;

(b) the recruited researcher complies with the following conditions:

(i) be recruited by the beneficiary under an **employment contract** (or other direct contract with equivalent benefits, including social security coverage) or — if not otherwise possible under national law — under a fixed amount fellowship agreement with minimum social security coverage, including periods of secondment to partner organisations.

(ii) be employed full-time, unless the Agency has approved a part-time employment for professional, personal or family reasons (see Article 55), and

(iii) be working exclusively for the action.

(c) the costs have been fully incurred for the benefit of the recruited researcher.

This latter condition is met if:

{{{**total remuneration costs** (salaries, social security contributions, taxes and other costs included in the remuneration under the employment contract or other direct contract) or **total fixed-amount fellowship costs** for the researcher during the action

plus

total mobility costs (household, relocation and travel expenses and, if they must be paid under national law, taxes, duties and social security contributions) for the researcher during the action}

plus

total family costs for the researcher during the action}

divided by

the number of actual units}.

is equal to or higher than the following amount:

{{amount per unit cost set out in Annex 2 as living allowance

plus

amount per unit cost set out in Annex 2 as mobility allowance}

plus

if it is due, amount per unit cost set out in Annex 2 as family allowance}.

B. **Institutional costs** (B.1 Research, training and networking costs and B.2 Management and indirect costs) are eligible if the costs for the recruited researcher (living allowance, mobility allowance, family allowance; see above) are eligible.

6.3 Ineligible costs

'Ineligible costs' are:

(a) costs that do not comply with the conditions set out above (in Article 6.1), in particular costs incurred during suspension of the action implementation (see Article 49);

(b) costs declared under another EU or Euratom grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the

Agency for the purpose of implementing the EU or Euratom budget), in particular, indirect costs if the beneficiary is already receiving an operating grant financed by the EU or Euratom budget in the same period, unless it can demonstrate that the operating grant does not cover any costs of the action.

6.4 Consequences of declaration of ineligible costs

Declared costs that are ineligible will be rejected (see Article 42).

This may also lead to any of the other measures described in Chapter 6.

CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES

SECTION 1 RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE ACTION

ARTICLE 7 — GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE ACTION

7.1 General obligation to properly implement the action

The beneficiary must implement the action as described in Annex 1 and in compliance with the provisions of the Agreement and all legal obligations under applicable EU, international and national law.

7.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 8 — RESOURCES TO IMPLEMENT THE ACTION — THIRD PARTIES INVOLVED IN THE ACTION

The beneficiary must have the appropriate resources to implement the action.

If it is necessary to implement the action, the beneficiary may:

- call upon entities with a capital or legal link to the beneficiary[1], to implement certain action tasks described in Annex 1 (i.e. hosting and training of the researcher);

- call upon partner organisations to implement certain action tasks described in Annex 1 (i.e. hosting and training the researcher during a secondment).

In this case, the beneficiary retains sole responsibility towards the Agency for implementing the action.

[1] '**Entities with a capital or legal link**' are entities that have a link with the beneficiary, in particular, a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation.

ARTICLE 9 — IMPLEMENTATION OF ACTION TASKS BY BENEFICIARIES NOT RECEIVING EU FUNDING

Not applicable

ARTICLE 10 — PURCHASE OF GOODS, WORKS OR SERVICES

Not applicable

ARTICLE 11 — USE OF IN-KIND CONTRIBUTIONS PROVIDED BY THIRD PARTIES AGAINST PAYMENT

Not applicable

ARTICLE 12 — USE OF IN-KIND CONTRIBUTIONS PROVIDED BY THIRD PARTIES FREE OF CHARGE

Not applicable

ARTICLE 13 — IMPLEMENTATION OF ACTION TASKS BY SUBCONTRACTORS

Not applicable

ARTICLE 14 — IMPLEMENTATION OF ACTION TASKS BY LINKED THIRD PARTIES

Not applicable

ARTICLE 15 — FINANCIAL SUPPORT TO THIRD PARTIES

Not applicable

ARTICLE 16 — PROVISION OF TRANS-NATIONAL OR VIRTUAL ACCESS TO RESEARCH INFRASTRUCTURE

Not applicable

SECTION 2 RIGHTS AND OBLIGATIONS RELATED TO THE GRANT ADMINISTRATION

ARTICLE 17 — GENERAL OBLIGATION TO INFORM

17.1 General obligation to provide information upon request

The beneficiary must provide — during implementation of the action or afterwards — any information requested in order to verify eligibility of the costs, proper implementation of the action and compliance with any other obligation under the Agreement.

17.2 Obligation to keep information up to date and to inform about events and circumstances likely to affect the Agreement

The beneficiary must keep information stored in the Participant Portal Beneficiary Register (via the electronic exchange system; see Article 52) up to date, in particular, its name, address, legal representatives, legal form and organisation type.

The beneficiary must immediately inform the Agency of any of the following:

(a) **events** which are likely to affect significantly or delay the implementation of the action or the EU's financial interests, in particular:

(i) changes in its legal, financial, technical, organisational or ownership situation (or those of an entity with a capital or legal link);

(ii) changes in the name, address, legal form or organisation type of an entity with a capital or legal link;

(b) **circumstances** affecting:

(i) the decision to award the grant or

(ii) compliance with requirements under the Agreement.

17.3 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 18 — KEEPING RECORDS — SUPPORTING DOCUMENTATION

18.1 Obligation to keep records and other supporting documentation

The beneficiary must — for a period of five years after the payment of the balance — keep records and other supporting documentation in order to prove the proper implementation of the action and the costs it declares as eligible.

It must make them available upon request (see Article 17) or in the context of checks, reviews, audits or investigations (see Article 22).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Articles 22), the beneficiary must keep the records and other supporting documentation until the end of these procedures.

The beneficiary must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The Agency may accept non-original documents if it considers that they offer a comparable level of assurance.

18.1.1 Records and other supporting documentation on the scientific and technical implementation

The beneficiary must keep records and other supporting documentation on scientific and technical implementation of the action in line with the accepted standards in the respective field.

18.1.2 Records and other documentation to support the costs declared

The beneficiary must keep adequate records and other supporting documentation to prove the number of units declared and that the costs for the recruited researcher (living allowance, mobility allowance, family allowance) have been fully incurred for the benefit of the researcher.

18.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, costs insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 42), and the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 19 — SUBMISSION OF DELIVERABLES

19.1 Obligation to submit deliverables

The beneficiary must submit the '**deliverables**' identified in Annex 1, in accordance with the timing and conditions set out in it.

19.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the Agency may apply any of the measures described in Chapter 6.

ARTICLE 20 — REPORTING — PAYMENT REQUESTS

20.1 Obligation to submit reports

The beneficiary must submit to the Agency (see Article 52) the report(s) set out in this Article. They include the requests for payment and must be drawn up using the forms and templates provided in the electronic exchange system (see Article 52).

20.2 Reporting periods

The action is divided into the following '**reporting periods**':

- RP1: from month 1 to month 24

20.3 Periodic reports — Requests for interim payments

Not applicable

20.4 Final report — Request for payment of the balance

The beneficiary must — within 60 days following the end of the reporting period — submit a final report to the Agency.

*The **final report** must include the following:*

*(a) a '**final technical report**' containing:*

*(i) an **overview of the results** towards the objectives of the action, including milestones and deliverables identified in Annex 1.*

This report must include explanations justifying the differences between work expected to be carried out in accordance with Annex 1 and that actually carried out.

The report must also detail the exploitation and dissemination of the results.

The report must indicate the communication activities.

*(ii) a **summary** for publication by the Agency;*

*(iii) the answers to the '**questionnaire**', covering issues related to the action implementation and the economic and societal impact, notably in the context of the Horizon 2020 key performance indicators and the Horizon 2020 monitoring requirements;*

*(b) a '**final financial report**' containing a '**financial statement**' (see Annex 4) which includes the **request for payment of the balance**.*

The financial statement must detail the eligible costs (see Article 6) for each budget category (see Annex 2).

The beneficiary must declare all eligible costs, even if they exceed the amounts indicated in the estimated budget (see Annex 2). Amounts which are not declared in the financial statement will not be taken into account by the Agency.

The beneficiary must certify that:

- *the information provided is full, reliable and true;*
- *the costs declared are eligible (see Article 6), and*
- *the costs can be substantiated by adequate records and supporting documentation (see Article 18) that will be produced upon request (see Article 17) or in the context of checks, reviews, audits and investigations (see Article 22).*

20.5 Information on cumulative expenditure incurred

Not applicable

20.6 Currency for financial statements

Financial statements must be drafted in euro.

20.7 Language of reports

The report(s) (including financial statements) must be submitted in the language of the Agreement.

20.8 Consequences of non-compliance

If the report(s) submitted do not comply with this Article, the Agency may suspend the payment deadline (see Article 47) and apply any of the other measures described in Chapter 6.

If the beneficiary breaches its obligation to submit the report(s) and if it fails to comply with this obligation within 30 days following a written reminder sent by the Agency, it may terminate the Agreement or apply any of the other measures described in Chapter 6.

ARTICLE 21 — PAYMENTS AND PAYMENT ARRANGEMENTS

21.1 Payments to be made

The following payments will be made to the beneficiary:

- one **pre-financing payment**;
- one or more **interim payments**, on the basis of the request(s) for interim payment (see Article 20), and
- one **payment of the balance**, on the basis of the request for payment of the balance (see Article 20).

21.2 Pre-financing payment — Amount — Amount retained for the Guarantee Fund

The aim of the pre-financing is to provide the beneficiary with a float.

It remains the property of the EU until the payment of the balance.

The amount of the pre-financing payment will be EUR **120 031.30** (one hundred and twenty thousand thirty one EURO and thirty eurocents).

The Agency will — except if Article 48 applies — make the pre-financing payment to the beneficiary within 30 days, either from the entry into force of the Agreement (see Article 58) or from 10 days before the starting date of the action (see Article 3), whichever is the latest.

An amount of EUR **8 573.66** (eight thousand five hundred and seventy three EURO and sixty six eurocents), corresponding to 5% of the maximum grant amount (see Article 5.1), is retained by the Agency from the pre-financing payment and transferred into the '**Guarantee Fund**'.

21.3 Interim payments — Amount — Calculation

Interim payments reimburse the eligible costs incurred for the implementation of the action during the corresponding reporting periods.

The Agency will pay to the beneficiary the amount due as interim payment within 90 days from receiving the periodic report (see Article 20.3), except if Articles 47 or 48 apply.

Payment is subject to the approval of the periodic report. Its approval does not imply recognition of the compliance, authenticity, completeness or correctness of its content.

The **amount due as interim payment** is calculated by the Agency in the following steps:

Step 1 — Application of the reimbursement rates

Step 2 — Limit to 90% of the maximum grant amount

21.3.1 Step 1 — Application of the reimbursement rates

The reimbursement rate(s) (see Article 5.2) are applied to the eligible costs (actual costs, unit costs and flat-rate costs; see Article 6) declared by the beneficiary (see Article 20) and approved by the Agency (see above) for the concerned reporting period.

21.3.2 Step 2 — Limit to 90% of the maximum grant amount

The total amount of pre-financing and interim payments must not exceed 90% of the maximum grant amount set out in Article 5.1. The maximum amount for the interim payment will be calculated as follows:

{90% of the maximum grant amount (see Article 5.1)

minus

{pre-financing and previous interim payments}}.

21.4 Payment of the balance — Amount — Calculation — Release of the amount retained for the Guarantee Fund

The payment of the balance reimburses the remaining part of the eligible costs incurred by the beneficiary for the implementation of the action.

If the total amount of earlier payments is greater than the final grant amount (see Article 5.3), the payment of the balance takes the form of a recovery (see Article 44).

If the total amount of earlier payments is lower than the final grant amount, the Agency will pay the balance within 90 days from receiving the final report (see Article 20.4), except if Articles 47 or 48 apply.

Payment is subject to the approval of the final report. Its approval does not imply recognition of the compliance, authenticity, completeness or correctness of its content.

The **amount due as the balance** is calculated by the Agency by deducting the total amount of pre-financing and interim payments (if any) already made, from the final grant amount determined in accordance with Article 5.3:

{final grant amount (see Article 5.3)

minus

{pre-financing and interim payments (if any) made}}.

At the payment of the balance, the amount retained for the Guarantee Fund (see above) will be released and:

- if the balance is positive: the amount released will be paid in full to the beneficiary together with the amount due as the balance;

- if the balance is negative (payment of the balance taking the form of recovery): it will be deducted from the amount released (see Article 44.1.2). If the resulting amount:

- is positive, it will be paid to the beneficiary
- is negative, it will be recovered.

The amount to be paid may however be offset — without the beneficiary's consent — against any other amount owed by beneficiary to the Agency, the Commission or another executive agency (under the EU or Euratom budget), up to the maximum EU contribution indicated, for the beneficiary, in the estimated budget (see Annex 2).

21.5 Notification of amounts due

When making payments, the Agency will formally notify to the beneficiary the amount due, specifying whether it concerns an interim payment or the payment of the balance.

For the payment of the balance, the notification will also specify the final grant amount.

In the case of reduction of the grant or recovery of undue amounts, the notification will be preceded by the contradictory procedure set out in Articles 43 and 44.

21.6 Currency for payments

The Agency will make all payments in euro.

21.7 Payments to the beneficiary

Payments will be made to the beneficiary.

Payments will discharge the Agency from its payment obligation.

21.8 Bank account for payments

All payments will be made to the following bank account:

Name of bank:
Full name of the account holder:

21.9 Costs of payment transfers

The cost of the payment transfers is borne as follows:

- the Agency bears the cost of transfers charged by its bank;
- the beneficiary bears the cost of transfers charged by its bank;
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

21.10 Date of payment

Payments by the Agency are considered to have been carried out on the date when they are debited to its account.

21.11 Consequences of non-compliance

21.11.1 If the Agency does not pay within the payment deadlines (see above), the beneficiary is entitled to **late-payment interest** at the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

If the late-payment interest is lower than or equal to EUR 200, it will be paid to the beneficiary only upon request submitted within two months of receiving the late payment.

Late-payment interest is not due if the beneficiary is an EU Member State (including regional and local government authorities or other public bodies acting on behalf of a Member State for the purpose of this Agreement).

Suspension of the payment deadline or payments (see Articles 47 and 48) will not be considered as late payment.

Late-payment interest covers the period running from the day following the due date for payment (see above), up to and including the date of payment.

Late-payment interest is not considered for the purposes of calculating the final grant amount.

21.11.2 Not applicable

ARTICLE 22 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

22.1 Checks, reviews and audits by the Agency and the Commission

22.1.1 Right to carry out checks

The Agency or the Commission will — during the implementation of the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing deliverables and reports.

For this purpose the Agency or the Commission may be assisted by external persons or bodies.

The Agency or the Commission may also request additional information in accordance with Article 17.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

22.1.2 Right to carry out reviews

The Agency or the Commission may — during the implementation of the action or afterwards — carry out reviews on the proper implementation of the action (including assessment of deliverables and reports), compliance with the obligations under the Agreement and continued scientific or technological relevance of the action.

Reviews may be started up to two years after the payment of the balance. They will be formally notified to the beneficiary and will be considered to have started on the date of the formal notification.

The Agency or the Commission may carry out reviews directly (using its own staff) or indirectly

(using external persons or bodies appointed to do so). It will inform the beneficiary of the identity of the external persons or bodies. It has the right to object to the appointment on grounds of commercial confidentiality.

The beneficiary must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources).

The beneficiary may be requested to participate in meetings, including with external experts.

For **on-the-spot** reviews, the beneficiary must allow access to its sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a '**review report**' will be drawn up.

The Agency or the Commission will formally notify the review report to the beneficiary, which has 30 days to formally notify observations ('**contradictory review procedure**').

Reviews (including review reports) are in the language of the Agreement.

22.1.3 Right to carry out audits

The Agency or the Commission may — during the implementation of the action or afterwards — carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Audits may be started up to two years after the payment of the balance. They will be formally notified to the beneficiary and will be considered to have started on the date of the formal notification.

The Agency or the Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the beneficiary of the identity of the external persons or bodies. It has the right to object to the appointment on grounds of commercial confidentiality.

The beneficiary must provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement.

For **on-the-spot** audits, the beneficiary must allow access to its sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a '**draft audit report**' will be drawn up.

The Agency or the Commission will formally notify the draft audit report to the beneficiary, which has 30 days to formally notify observations ('**contradictory audit procedure**'). This period may be extended by the Agency or the Commission in justified cases.

The '**final audit report**' will take into account observations by the beneficiary. The report will be formally notified to it.

Audits (including audit reports) are in the language of the Agreement.

The Agency or the Commission may also access the beneficiary' statutory records for the periodical assessment of unit costs or flat-rate amounts.

22.2 Investigations by the European Anti-Fraud Office (OLAF)

Under Regulations No 883/2013[2] and No 2185/96[3] (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the action or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

22.3 Checks and audits by the European Court of Auditors (ECA)

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 161 of the Financial Regulation No 966/2012[4], the European Court of Auditors (ECA) may — at any moment during implementation of the action or afterwards — carry out audits.

The ECA has the right of access for the purpose of checks and audits.

22.4 Checks, reviews, audits and investigations for international organisations

Not applicable

22.5 Consequences of findings in checks, reviews, audits and investigations — Extension of findings

22.5.1 Findings in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to the rejection of ineligible costs (see Article 42), reduction of the grant (see Article 43), recovery of undue amounts (see Article 44) or to any of the other measures described in Chapter 6.

Rejection of costs or reduction of the grant after the payment of the balance will lead to a revised final grant amount (see Article 5.4).

Findings in checks, reviews, audits or investigations may lead to a request for amendment for the modification of Annex 1 (see Article 55).

[2] Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18.09.2013, p. 1).

[3] Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996, p. 2).

[4] Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298, 26.10.2012, p. 1).

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may also lead to consequences in other EU or Euratom grants awarded under similar conditions ('**extension of findings from this grant to other grants**').

Moreover, findings arising from an OLAF investigation may lead to criminal prosecution under national law.

22.5.2 Findings in other grants

The Agency or the Commission may extend findings from other grants to this grant ('**extension of findings from other grants to this grant**'), if:

(a) the beneficiary is found, in other EU or Euratom grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and

(b) those findings are formally notified to the beneficiary — together with the list of grants affected by the findings — no later than two years after the payment of the balance of this grant.

The extension of findings may lead to the rejection of costs (see Article 42), reduction of the grant (see Article 43), recovery of undue amounts (see Article 44), suspension of payments (see Article 48), suspension of the action implementation (see Article 49) or termination (see Article 50).

22.5.3 Procedure

The Agency or the Commission will formally notify the beneficiary the systemic or recurrent errors and its intention to extend these audit findings, together with the list of grants affected.

22.5.3.1 If the findings concern **eligibility of costs**: the formal notification will include:

(a) an invitation to submit observations on the list of grants affected by the findings;

(b) the request to submit **revised financial statements** for all grants affected;

(c) the **correction rate for extrapolation** established by the Agency or the Commission on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected if the beneficiary:

(i) considers that the submission of revised financial statements is not possible or practicable or

(ii) does not submit revised financial statements.

The beneficiary has 90 days from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method**. This period may be extended by the Agency or the Commission in justified cases.

The Agency or the Commission may then start a rejection procedure in accordance with Article 42, on the basis of:

- the revised financial statements, if approved;

- the proposed alternative correction method, if accepted;

or

- the initially notified correction rate for extrapolation if it does not receive any observations or revised financial statements, does not accept the observations or the proposed alternative correction method or does not approve the revised financial statements.

If the Agency or the Commission accepts the alternative correction method proposed by the beneficiary, it will formally notify the application of the accepted alternative correction method.

22.5.3.2 If the findings concern **substantial errors**, **irregularities or fraud or serious breach of obligations**: the formal notification will include:

(a) an invitation to submit observations on the list of grants affected by the findings and

(b) the flat-rate the Agency or the Commission intends to apply according to the principle of proportionality.

The beneficiary has 90 days from receiving notification to submit observations or to propose a duly substantiated alternative flat-rate.

The Agency or the Commission may then start a reduction procedure in accordance with Article 43, on the basis of:

- the proposed alternative flat-rate, if accepted

or

- the initially notified flat-rate, if it does not receive any observations or does not accept the observations or the proposed alternative flat-rate.

22.6 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, any insufficiently substantiated costs will be ineligible (see Article 6) and will be rejected (see Article 42).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 23 — EVALUATION OF THE IMPACT OF THE ACTION

23.1 Right to evaluate the impact of the action

The Agency or the Commission may carry out interim and final evaluations of the impact of the action measured against the objective of the EU programme.

Evaluations may be started during implementation of the action and up to *five* years after the payment of the balance. The evaluation is considered to start on the date of the formal notification to the beneficiary.

The Agency or the Commission may make these evaluations directly (using its own staff) or indirectly (using external bodies or persons it has authorised to do so).

The beneficiary must provide any information relevant to evaluate the impact of the action, including information in electronic format.

23.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the Agency may apply the measures described in Chapter 6.

SECTION 3 RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND AND RESULTS

SUBSECTION 1 GENERAL

ARTICLE 23a — MANAGEMENT OF INTELLECTUAL PROPERTY

23a.1 Obligation to take measures to implement the Commission Recommendation on the management of intellectual property in knowledge transfer activities

If the beneficiary is a university or other public research organisation it must take measures to implement the principles set out in Points 1 and 2 of the Code of Practice annexed to the Commission Recommendation on the management of intellectual property in knowledge transfer activities[5].

This does not change the obligations set out in Subsections 2 and 3 of this Section.

The beneficiary must ensure that the researchers and the third parties mentioned in Annex 1 are aware of them.

23a.2 Consequences of non-compliance

If the beneficiary breaches its obligations under this Article, the Agency may apply any of the measures described in Chapter 6.

SUBSECTION 2 RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND

ARTICLE 24 — AGREEMENT ON BACKGROUND

24.1 Agreement on background

The beneficiary must identify (in writing) the background for the action.

'**Background**' means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that:

(a) is held by the beneficiary before its accession to the Agreement, and

(b) is needed to implement the action or exploit the results.

[5] Commission Recommendation C (2008) 1329 of 10.4.2008 on the management of intellectual property in knowledge transfer activities and the Code of Practice for universities and other public research institutions attached to this recommendation.

24.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 25 — ACCESS RIGHTS TO BACKGROUND

25.1 Exercise of access rights — Waiving of access rights — No sub-licensing

To exercise access rights, this must first be requested in writing ('**request for access**').

'**Access rights**' means rights to use results or background under the terms and conditions laid down in this Agreement.

Waivers of access rights are not valid unless in writing.

Unless agreed otherwise, access rights do not include the right to sub-license.

25.2 Access rights for other beneficiaries, for implementing their own tasks under the action

Not applicable

25.3 Access rights for other beneficiaries, for exploiting their own results

Not applicable

25.4 Access rights for affiliated entities

Not applicable

25.5 Access rights for the researcher

The beneficiary must — on a royalty-free basis — give access to the recruited researcher to background necessary for their research training activities under the action.

25.6 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

SUBSECTION 3 RIGHTS AND OBLIGATIONS RELATED TO RESULTS

ARTICLE 26 — OWNERSHIP OF RESULTS

26.1 Ownership by the beneficiary that generates the results

Results are owned by the beneficiary that generates them.

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

26.2 Joint ownership by several beneficiaries

Not applicable

26.3 Rights of third parties (including personnel)

If third parties (including personnel) may claim rights to the results, the beneficiary must ensure that it complies with its obligations under the Agreement.

If a third party generates results, the beneficiary must obtain all necessary rights (transfer, licences or other) from the third party, in order to be able to respect its obligations as if those results were generated by the beneficiary itself.

If obtaining the rights is impossible, the beneficiary must refrain from using the third party to generate the results.

26.4 Agency ownership, to protect results

26.4.1 The Agency may — with the consent of the beneficiary — assume ownership of results to protect them, if the beneficiary intends — up to four years after the period set out in Article 3 — to disseminate its results without protecting them, except in any of the following cases:

(a) the lack of protection is because protecting the results is not possible, reasonable or justified (given the circumstances);

(b) the lack of protection is because there is a lack of potential for commercial or industrial exploitation, or

(c) the beneficiary intends to transfer the results to a third party established in an EU Member State or associated country[6], which will protect them.

Before the results are disseminated and unless any of the cases above under Points (a), (b) or (c) applies, the beneficiary must formally notify the Agency and at the same time inform it of any reasons for refusing consent. The beneficiary may refuse consent only if it can show that its legitimate interests would suffer significant harm.

If the Agency decides to assume ownership, it will formally notify the beneficiary within 45 days of receiving notification.

No dissemination relating to these results may take place before the end of this period or, if the Agency takes a positive decision, until it has taken the necessary steps to protect the results.

[6] For the definition, see 2.1(3) of Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for participation and dissemination in "Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)" ('**Rules for Participation Regulation No 1290/2013**') (OJ L 347, 20.12.2013 p.81): '**associated country**' means a third country which is party to an international agreement with the Union, as identified in Article 7 of the H2020 Framework Programme Regulation No 1291/2013. Article 7 sets out the conditions for association of non-EU countries to Horizon 2020.

26.4.2 The Agency may — with the consent of the beneficiary — assume ownership of results to protect them, if the beneficiary intends — up to four years after the period set out in Article 3 — to stop protecting them or not to seek an extension of protection, except in any of the following cases:

(a) the protection is stopped because of a lack of potential for commercial or industrial exploitation;

(b) an extension would not be justified given the circumstances.

The beneficiary that intends to stop protecting results or not seek an extension must — unless any of the cases above under Points (a) or (b) applies — formally notify the Agency at least 60 days before the protection lapses or its extension is no longer possible and at the same time inform it of any reasons for refusing consent. The beneficiary may refuse consent only if it can show that its legitimate interests would suffer significant harm.

If the Agency decides to assume ownership, it will formally notify the beneficiary within 45 days of receiving notification.

26.5 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to the any of the other measures described in Chapter 6.

ARTICLE 27 — PROTECTION OF RESULTS — VISIBILITY OF EU FUNDING

27.1 Obligation to protect the results

The beneficiary must examine the possibility of protecting its results and must adequately protect them — for an appropriate period and with appropriate territorial coverage — if:

(a) the results can reasonably be expected to be commercially or industrially exploited and

(b) protecting them is possible, reasonable and justified (given the circumstances).

When deciding on protection, the beneficiary must consider its own legitimate interests.

27.2 Agency ownership, to protect the results

If the beneficiary intends not to protect its results, to stop protecting them or not seek an extension of protection, the Agency may — under certain conditions (see Article 26.4) — assume ownership to ensure their (continued) protection.

27.3 Information on EU funding

Applications for protection of results (including patent applications) filed by or on behalf of the beneficiary must — unless the Agency requests or agrees otherwise or unless it is impossible — include the following:

> "The project leading to this application has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Sklodowska-Curie grant agreement No 101031186".

27.4 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such a breach may also lead to any of the other measures described in Chapter 6.

ARTICLE 28 — EXPLOITATION OF RESULTS

28.1 Obligation to exploit the results

The beneficiary must — up to four years after the period set out in Article 3 — take measures aiming to ensure '**exploitation**' of its results (either directly or indirectly, in particular through transfer or licensing; see Article 30) by:

(a) using them in further research activities (outside the action);

(b) developing, creating or marketing a product or process;

(c) creating and providing a service, or

(d) using them in standardisation activities.

This does not change the security obligations in Article 37, which still apply.

28.2 Results that could contribute to European or international standards — Information on EU funding

If results are incorporated in a standard, the beneficiary must — unless the Agency requests or agrees otherwise or unless it is impossible — ask the standardisation body to include the following statement in (information related to) the standard:

> "Results incorporated in this standard have received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Sklodowska-Curie grant agreement No 101031186".

28.3 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced in accordance with Article 43.

Such a breach may also lead to any of the other measures described in Chapter 6.

ARTICLE 29 — DISSEMINATION OF RESULTS — OPEN ACCESS — VISIBILITY OF EU FUNDING

29.1 Obligation to disseminate results

Unless it goes against its legitimate interests, the beneficiary must — as soon as possible — '**disseminate**' its results by disclosing them to the public by appropriate means (other than those resulting from protecting or exploiting the results), including in scientific publications (in any medium).

This does not change the obligation to protect results in Article 27, the confidentiality obligations in Article 36, the security obligations in Article 37 or the obligations to protect personal data in Article 39, all of which still apply.

If the beneficiary intends not to protect its results, it may — under certain conditions (see Article 26.4.1) — need to formally notify the Agency before dissemination takes place.

29.2 Open access to scientific publications

The beneficiary must ensure open access (free of charge online access for any user) to all peer-reviewed scientific publications relating to its results. In particular, it must:

(a) as soon as possible and at the latest on publication, deposit a machine-readable electronic copy of the published version or final peer-reviewed manuscript accepted for publication in a repository for scientific publications.

Moreover, the beneficiary must aim to deposit at the same time the research data needed to validate the results presented in the deposited scientific publications;

(b) ensure open access to the deposited publication — via the repository — at the latest:

(i) on publication, if an electronic version is available for free via the publisher, or

(ii) within six months of publication (twelve months for publications in the social sciences and humanities) in any other case.

(c) ensure open access — via the repository — to the bibliographic metadata that identify the deposited publication.

The bibliographic metadata must be in a standard format and must include all of the following:

- the terms "Marie Skłodowska-Curie Action";
- the project name, acronym and grant number;
- the publication date and, if applicable, length of embargo period;
- a persistent identifier.

29.3 Open access to research data

Not applicable

29.4 Information on EU funding — Obligation and right to use the EU emblem

Unless the Agency requests or agrees otherwise or unless it is impossible, any dissemination of results (in any form, including electronic) must:

(a) display the EU emblem and

(b) include the following text:

"This project has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Sklodowska-Curie grant agreement No 101031186".

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of its obligations under this Article, the beneficiary may use the EU emblem without first obtaining approval from the Agency.

This does not however give it the right to exclusive use.

Moreover, the beneficiary may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

29.5 Disclaimer excluding Agency responsibility

Any dissemination of results must indicate that it reflects only the author's view and that the Agency is not responsible for any use that may be made of the information it contains.

29.6 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 30 — TRANSFER AND LICENSING OF RESULTS

30.1 Transfer of ownership

The beneficiary may transfer ownership of its results.

It must however ensure that its obligations under Articles 26.2, 26.4, 27, 28, 29, 30 and 31 also apply to the new owner and that this owner has the obligation to pass them on in any subsequent transfer.

This does not change the security obligations in Article 37, which still apply.

30.2 Granting licenses

The beneficiary may grant licences to its results (or otherwise give the right to exploit them), if:

(a) this does not impede the rights under Article 31

(b) not applicable.

This does not change the dissemination obligations in Article 29 or security obligations in Article 37, which still apply.

30.3 Agency right to object to transfers or licensing

The Agency may — up to four years after the period set out in Article 3 — object to a transfer of ownership or the exclusive licensing of results, if:

(a) it is to a third party established in a non-EU country not associated with Horizon 2020 and

(b) the Agency considers that the transfer or licence is not in line with EU interests regarding competitiveness or is inconsistent with ethical principles or security considerations.

The beneficiary that intends to transfer ownership or grant an exclusive licence must formally notify the Agency before the intended transfer or licensing takes place and:

- *identify the specific results concerned;*
- *describe in detail the new owner or licensee and the planned or potential exploitation of the results, and*
- *include a reasoned assessment of the likely impact of the transfer or licence on EU competitiveness and its consistency with ethical principles and security considerations.*

The Agency may request additional information.

If the Agency decides to object to a transfer or exclusive licence, it must formally notify the beneficiary within 60 days of receiving notification (or any additional information it has requested).

No transfer or licensing may take place in the following cases:

- *pending the Agency decision, within the period set out above;*
- *if the Agency objects;*
- *until the conditions are complied with, if the Agency objection comes with conditions.*

30.4 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such a breach may also lead to any of the other measures described in Chapter 6.

ARTICLE 31 — ACCESS RIGHTS TO RESULTS

31.1 Exercise of access rights — Waiving of access rights — No sub-licensing

The conditions set out in Article 25.1 apply.

The obligations set out in this Article do not change the security obligations in Article 37, which still apply.

31.2 Access rights for other beneficiaries, for implementing their own tasks under the action

Not applicable

31.3 Access rights for other beneficiaries, for exploiting their own results

Not applicable

31.4 Access rights of affiliated entities

Not applicable

31.5 Access rights for the EU institutions, bodies, offices or agencies and EU Member States

The beneficiary must give access to its results — on a royalty-free basis — to EU institutions, bodies, offices or agencies, for developing, implementing or monitoring EU policies or programmes.

Such access rights are limited to non-commercial and non-competitive use.

This does not change the right to use any material, document or information received from the beneficiary for communication and publicising activities (see Article 38.2).

31.6 Access rights for the researcher

The beneficiary must — on a royalty-free basis — give, access to the recruited researcher to results necessary for the research training activities under the action.

31.7 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

SECTION 4 OTHER RIGHTS AND OBLIGATIONS

ARTICLE 32 — RECRUITMENT AND WORKING CONDITIONS FOR THE RECRUITED RESEARCHER

32.1 Obligations towards the recruited researcher

The beneficiary must respect the following recruitment and working conditions for the researcher recruited under the action:

(a) take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers[7] and ensure that the researcher is aware of them;

(b) ensure that the researcher enjoys at the place of the implementation at least the same standards and working conditions as those applicable to local researchers holding a similar position;

(c) ensure that the employment contract, other direct contract or fixed amount fellowship agreement (see Article 6) specifies:

(i) the name of the supervisor for the research training activities as indicated in Annex 1;

(ii) the starting date and duration of the research training activities under the action;

[7] Commission Recommendation 2005/251/EC of 11 March 2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers (OJ L 75, 22.3.2005, p. 67).

(iii) the monthly support for the researcher under this Agreement (in euro and, if relevant, in the currency in which the remuneration is paid);

(iv) the obligation of the researcher to work exclusively for the action;

(v) the obligation of the researcher not to receive for activities carried out in the frame of the action, other incomes than those received from the beneficiary (or any other entity referred to in Annex 1);

(vi) the obligation of the researcher to inform the beneficiary as soon as possible of any events or circumstances likely to affect the Agreement (see Article 17);

(vii) the arrangements related to the intellectual property rights between the beneficiary and the researcher — during implementation of the action and afterwards;

(viii) the obligation of the researcher to maintain confidentiality (see Article 36);

(ix) the obligation of the researcher to ensure the visibility of EU funding in communications or publications and in applications for the protection of results (see Articles 27, 28, 29 and 38);

(d) assist the researcher in the administrative procedures related to the recruitment;

(e) inform the researcher about:

- the description, conditions, location and the timetable for the implementation of the research training activities under the action and the name of the supervisor;
- the rights and obligations of the beneficiary toward the researcher under this Agreement;
- the obligation of the researcher to complete and submit — at the end of the research training activities — the evaluation questionnaire and — two years later — follow-up questionnaire provided by the Agency;

(f) ensure that the researcher does not receive, for activities carried out in the frame of the action, other incomes than those received from the beneficiary (or any other entity referred to in Annex 1);

(g) ensure that the researcher does not have to bear any costs for the implementation of the action as described in Annex 1;

(h) host the researcher at its premises (or at the premises of an entity with a capital or legal link);

(i) provide training and the necessary means for implementing the action (or ensure that such training and means are provided by entities with a capital or legal link);

(j) ensure that the researcher is adequately supervised;

(k) ensure that — at the beginning of the research training activities — a career development plan is established together with the supervisor;

(l) support the secondment of the researcher to a partner organisation in a Member State or associated country as set out in Annex 1:

- for actions with a duration up to 18 months: for a maximum of three months or
- for actions with a duration of more than 18 months: for a maximum of six months;

32.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 33 — GENDER EQUALITY

33.1 Obligation to aim for gender equality

The beneficiary must take all measures to promote equal opportunities between men and women in the implementation of the action. It must aim, to the extent possible, for a gender balance at all levels of personnel assigned to the action, including at supervisory and managerial level.

33.2 Consequences of non-compliance

If the beneficiary breaches its obligations under this Article, the Agency may apply any of the measures described in Chapter 6.

ARTICLE 34 — ETHICS AND RESEARCH INTEGRITY

34.1 Obligation to comply with ethical and research integrity principles

The beneficiary must carry out the action in compliance with:

(a) ethical principles (including the highest standards of research integrity)

and

(b) applicable international, EU and national law.

Funding will not be granted for activities carried out outside the EU if they are prohibited in all Member States or for activities which destroy human embryos (for example, for obtaining stem cells).

The beneficiary must ensure that the activities under the action have an exclusive focus on civil applications.

The beneficiary must ensure that the activities under the action do not:

(a) aim at human cloning for reproductive purposes;

(b) intend to modify the genetic heritage of human beings which could make such changes heritable (with the exception of research relating to cancer treatment of the gonads, which may be financed), or

(c) intend to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.

In addition, the beneficiary must respect the fundamental principle of research integrity — as set out, for instance, in the European Code of Conduct for Research Integrity[8].

This implies compliance with the following fundamental principles:

- **reliability** in ensuring the quality of research reflected in the design, the methodology, the analysis and the use of resources;
- **honesty** in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way;
- **respect** for colleagues, research participants, society, ecosystems, cultural heritage and the environment;
- **accountability** for the research from idea to publication, for its management and organisation, for training, supervision and mentoring, and for its wider impacts

and means that the beneficiary must ensure that persons carrying out research tasks follow the good research practices and refrain from the research integrity violations described in this Code.

This does not change the other obligations under this Agreement or obligations under applicable international, EU or national law, all of which still apply.

34.2 Activities raising ethical issues

Activities raising ethical issues must comply with the '**ethics requirements**' set out as deliverables in Annex 1.

Before the beginning of an activity raising an ethical issue, the beneficiary must have obtained:

(a) any ethics committee opinion required under national law and

(b) any notification or authorisation for activities raising ethical issues required under national and/or European law

needed for implementing the action tasks in question.

The documents must be kept on file and be submitted upon request by the beneficiary to the Agency (see Article 52). If they are not in English, they must be submitted together with an English summary, which shows that the action tasks in question are covered and includes the conclusions of the committee or authority concerned (if available).

34.3 Activities involving human embryos or human embryonic stem cells

Activities involving research on human embryos or human embryonic stem cells may be carried out, in addition to Article 34.1, only if:

[8] The European Code of Conduct for Research Integrity of ALLEA (All European Academies). http://ec.europa.eu/research/participants/data/ref/h2020/other/hi/h2020-ethics_code-of-conduct_en.pdf

- they are set out in Annex 1 or
- the beneficiary has obtained explicit approval (in writing) from the Agency (see Article 52).

34.4 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement may be terminated (see Article 50).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 35 — CONFLICT OF INTERESTS

35.1 Obligation to avoid a conflict of interests

The beneficiary must take all measures to prevent any situation where the impartial and objective implementation of the action is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('**conflict of interests**').

It must formally notify to the Agency without delay any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The Agency may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

35.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement may be terminated (see Article 50).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 36 — CONFIDENTIALITY

36.1 General obligation to maintain confidentiality

During implementation of the action and for four years after the period set out in Article 3, the 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**').

If the beneficiary requests, the Agency may agree to keep such information confidential for an additional period beyond the initial four years.

If information has been identified as confidential only orally, it will be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

Unless otherwise agreed between the parties, they may use confidential information only to implement the Agreement.

The beneficiary may disclose confidential information to its personnel, third parties mentioned in Annex 1 or a partner organisation only if they:

(a) need to know to implement the Agreement and

(b) are bound by an obligation of confidentiality.

This does not change the security obligations in Article 37, which still apply.

The Agency may disclose confidential information to its staff, other EU institutions and bodies. .It may disclose confidential information to third parties, if:

(a) this is necessary to implement the Agreement or safeguard the EU's financial interests and

(b) the recipients of the information are bound by an obligation of confidentiality.

Under the conditions set out in Article 4 of the Rules for Participation Regulation No 1290/2013[9], the Commission must moreover make available information on the results to other EU institutions, bodies, offices or agencies as well as Member States or associated countries.

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.

36.2 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 37 — SECURITY-RELATED OBLIGATIONS

37.1 Results with a security recommendation

Not applicable

37.2 Classified information

Not applicable

[9] Regulation (EU) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for the participation and dissemination in "Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)" (OJ L 347, 20.12.2013 p.81).

37.3 Activities involving dual-use goods or dangerous materials and substances

Not applicable

37.4 Consequences of non-compliance

Not applicable

ARTICLE 38 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING

38.1 Communication activities by the beneficiary

38.1.1 Obligation to promote the action and its results

The beneficiary must promote the action and its results by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.

This does not change the dissemination obligations in Article 29, the confidentiality obligations in Article 36 or the security obligations in Article 37, all of which still apply.

Before engaging in a communication activity expected to have a mainstream media coverage the beneficiary must inform the Agency (see Article 52).

38.1.2 Information on EU funding — Obligation and right to use the EU emblem

Unless the Agency requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.) and any infrastructure, equipment and major results funded by the grant must:

(a) display the European Union emblem and

(b) include the following statement:

> For communication activities: "This project has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 101031186".
>
> For infrastructure, equipment and major results: "This *[infrastructure][equipment][insert type of result]* is part of a project that has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 101031186".

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of its obligations under this Article, the beneficiary may use the EU emblem without first obtaining approval from the Agency.

This does not, however, give it the right to exclusive use.

Moreover, it may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

38.1.3 Disclaimer excluding Agency and Commission responsibility

Any communication activity related to the action must indicate that it reflects only the author's view

and that the Agency and the Commission are not responsible for any use that may be made of the information it contains.

38.2 Communication activities by the Agency and the Commission

38.2.1 Right to use the beneficiary' materials, documents or information

The Agency and the Commission may use, for its communication and publicising activities, information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material received from the beneficiary (including in electronic form).

This does not change the confidentiality obligations in Article 36 and the security obligations in Article 37, all of which still apply.

If the Agency's or the Commission's use of these materials, documents or information would risk compromising legitimate interests, the beneficiary may request the Agency or the Commission not to use it (see Article 52).

The right to use the beneficiary's materials, documents and information includes:

(a) **use for its own purposes** (in particular, making them available to persons working for the Agency, the Commission or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);

(b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);

(c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);

(d) **translation**;

(e) giving **access in response to individual requests** under Regulation No 1049/2001[11], without the right to reproduce or exploit;

(f) **storage** in paper, electronic or other form;

(g) **archiving**, in line with applicable document-management rules, and

(h) the right to authorise **third parties** to act on its behalf or sub-license the modes of use set out in Points (b),(c),(d) and (f) to third parties if needed for the communication and publicising activities of the Agency or the Commission.

[11] Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents, OJ L 145, 31.5.2001, p. 43.

If the right of use is subject to rights of a third party (including personnel of the beneficiary), the beneficiary must ensure that it complies with its obligations under this Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the beneficiary), the Agency or the Commission will insert the following information:

> "© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the Research Executive Agency (REA) and the *European Union (EU)* under conditions."

38.3 Consequences of non-compliance

If the beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 39 — PROCESSING OF PERSONAL DATA

39.1 Processing of personal data by the Agency and the Commission

Any personal data under the Agreement will be processed by the Agency or the Commission under Regulation No 45/2001[12] and according to the 'notifications of the processing operations' to the Data Protection Officer (DPO) of the Agency or the Commission (publicly accessible in the DPO register).

Such data will be processed by the '**data controller**' of the Agency or the Commission for the purposes of implementing, managing and monitoring the Agreement or protecting the financial interests of the EU or Euratom (including checks, reviews, audits and investigations; see Article 22).

The persons whose personal data are processed have the right to access and correct their own personal data. For this purpose, they must send any queries about the processing of their personal data to the data controller, via the contact point indicated in the privacy statement(s) that are published on the Agency and Commission websites.

They also have the right to have recourse at any time to the European Data Protection Supervisor (EDPS).

39.2 Processing of personal data by the beneficiary

The beneficiary must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The beneficiary may grant its personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement.

The beneficiary must inform the personnel whose personal data are collected and processed by the Agency or the Commission. For this purpose, it must provide them with the service privacy statement(s) (see above), before transmitting their data to the Agency or the Commission.

[12] Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L 8, 12.01.2001, p. 1).

39.3 Consequences of non-compliance

If the beneficiary breaches any of its obligations under Article 39.2, the Agency may apply any of the measures described in Chapter 6.

ARTICLE 40 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE AGENCY

The beneficiary may not assign any of its claims for payment against the Agency to any third party, except if approved by the Agency on the basis of a reasoned, written request.

If the Agency has not accepted the assignment or the terms of it are not observed, the assignment will have no effect on it.

In no circumstances will an assignment release the beneficiary from its obligations towards the Agency.

CHAPTER 5 DIVISION OF BENEFICIARIES' ROLES AND RESPONSIBILITIES — RELATIONSHIP WITH COMPLEMENTARY BENEFICIARIES — RELATIONSHIP WITH PARTNERS OF A JOINT ACTION

ARTICLE 41 — BENEFICIARY'S ROLES AND RESPONSIBILITIES — RELATIONSHIP WITH COMPLEMENTARY BENEFICIARIES — RELATIONSHIP WITH PARTNERS OF A JOINT ACTION

41.1 Roles and responsibility towards the Agency

The beneficiary has full responsibility for implementing the action and complying with the Agreement.

The beneficiary is itself responsible for:

(a) monitoring that the action is implemented properly (see Article 7);

(b) informing the Agency immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 17);

(c) submitting the deliverables and report(s) to the Agency (see Articles 19 and 20);

(d) submitting to the Agency in good time any documents or information required by it

and may not delegate or subcontract these tasks to any third party (including entities with a capital or legal link and partner organisations).

41.2 Internal division of roles and responsibilities

Not applicable

41.3 Internal arrangements between beneficiaries — Consortium agreement

Not applicable

41.4 Relationship with complementary beneficiaries — Collaboration agreement

Not applicable

41.5 Relationship with partners of a joint action — Coordination agreement

Not applicable

CHAPTER 6 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — SANCTIONS — DAMAGES — SUSPENSION — TERMINATION — FORCE MAJEURE

SECTION 1 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — SANCTIONS

ARTICLE 42 — REJECTION OF INELIGIBLE COSTS

42.1 Conditions

The Agency will — **at the payment of the balance** or **afterwards** — reject any costs which are ineligible (see Article 6), in particular following checks, reviews, audits or investigations (see Article 22).

The rejection may also be based on the **extension of findings from other grants to this grant** (see Article 22.5.2).

42.2 Ineligible costs to be rejected — Calculation — Procedure

Ineligible costs will be rejected in full.

If the rejection of costs does not lead to a recovery (see Article 44), the Agency will formally notify the beneficiary of the rejection of costs, the amounts and the reasons why (if applicable, together with the notification of amounts due; see Article 21.5). The beneficiary may — within 30 days of receiving notification — formally notify the Agency of its disagreement and the reasons why.

If the rejection of costs leads to a recovery, the Agency will follow the contradictory procedure with 'pre-information letter' set out in Article 44.

42.3 Effects

If the Agency rejects costs at the **payment of the balance**, it will deduct them from the total eligible costs declared, for the action, in the final summary financial statement (see Articles 20.3 and 20.4). It will then calculate the payment of the balance as set out in Articles 21.3 or 21.4.

If the Agency rejects costs **after the payment of the balance**, it will deduct the amount rejected from the total eligible costs declared, in the summary financial statement. It will then calculate the revised final grant amount as set out in Article 5.4.

ARTICLE 43 — REDUCTION OF THE GRANT

43.1 Conditions

The Agency may — **at the payment of the balance** or **afterwards** — reduce the maximum grant amount (see Article 5.1), if:

(a) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed:

(i) substantial errors, irregularities or fraud or

(ii) serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles) or

(b) the beneficiary (or a natural person who has the power to represent or take decision on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 22.5.2).

43.2 Amount to be reduced — Calculation — Procedure

The amount of the reduction will be proportionate to the seriousness of the errors, irregularities or fraud or breach of obligations.

Before reduction of the grant, the Agency will formally notify a '**pre-information letter**' to the beneficiary:

- informing it of its intention to reduce the grant, the amount it intends to reduce and the reasons why and

- inviting it to submit observations within 30 days of receiving notification

If the Agency does not receive any observations or decides to pursue reduction despite the observations it has received, it will formally notify **confirmation** of the reduction (if applicable, together with the notification of amounts due; see Article 21).

43.3 Effects

If the Agency reduces the grant at **the payment of the balance**, it will calculate the reduced grant amount for the action and then determine the amount due as payment of the balance (see Articles 5.3.4 and 21.4).

If the Agency reduces the grant **after the payment of the balance**, it will calculate the revised final grant amount (see Article 5.4). If the revised final grant amount is lower than the final grant amount, the Agency will recover the difference (see Article 44).

ARTICLE 44 — RECOVERY OF UNDUE AMOUNTS

44.1 Amount to be recovered — Calculation — Procedure

The Agency will — **at the payment of the balance** or **afterwards** — claim back any amount that was paid, but is not due under the Agreement.

44.1.1 Recovery after termination of a beneficiary's participation

Not applicable

44.1.2 Recovery at payment of the balance

If the payment of the balance takes the form of a recovery (see Article 21.4), the Agency will formally notify a '**pre-information letter**' to the beneficiary:

- informing it of its intention to recover, the amount due as the balance and the reasons why;
- specifying that it intends to deduct the amount to be recovered from the amount retained for the Guarantee Fund; and
- inviting it to submit observations within 30 days of receiving notification.

If no observations are submitted or the Agency decides to pursue recovery despite the observations it has received, it will **confirm recovery** (together with the notification of amounts due; see Article 21.5) and:

- pay the difference between the amount to be recovered and the amount retained for the Guarantee Fund, **if the difference is positive** or
- formally notify to the beneficiary a **debit note** for the difference between the amount to be recovered and the amount retained for the Guarantee Fund, **if the difference is negative**. This note will also specify the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Agency or the Commission will **recover** the amount:

(a) by '**offsetting**' it — without the beneficiary's consent — against any amounts owed to the beneficiary by the Agency, the Commission or another executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU's financial interests, the Agency or the Commission may offset before the payment date specified in the debit note;

(b) by **drawing on the Guarantee Fund**. The Agency or the Commission will formally notify the beneficiary the debit note on behalf of the Guarantee Fund and recover the amount:

(i) *not applicable*

(ii) by **taking legal action** (see Article 57) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the payment date in the debit note, up to and including the date the Agency or the Commission receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC[13] applies.

44.1.3 Recovery of amounts after payment of the balance

If, the revised final grant amount (see Article 5.4) is lower than the final grant amount, the beneficiary must repay the difference to the Agency.

The Agency will formally notify a **pre-information letter** to the beneficiary:

- informing it of its intention to recover, the due amount and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If no observations are submitted or the Agency decides to pursue recovery despite the observations it has received, it will **confirm** the amount to be recovered and formally notify to the beneficiary a **debit note**. This note will also specify the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Agency or the Commission will **recover** the amount:

(a) by '**offsetting**' it — without the beneficiary's consent — against any amounts owed to the beneficiary by the Agency, the Commission or another executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU's financial interests, the Agency or the Commission may offset before the payment date specified in the debit note;

(b) by **drawing on the Guarantee Fund**. The Agency or the Commission will formally notify the beneficiary the debit note on behalf of the Guarantee Fund and recover the amount:

(i) *not applicable*

(ii) by **taking legal action** (see Article 57) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 21.11, from the day following the date for payment in the debit note, up to and including the date the Agency or the Commission receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

[13] Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC (OJ L 319, 05.12.2007, p. 1).

ARTICLE 45 — ADMINISTRATIVE SANCTIONS

In addition to contractual measures, the Agency or the Commission may also adopt administrative sanctions under Articles 106 and 131(4) of the Financial Regulation No 966/2012 (i.e. exclusion from future procurement contracts, grants, prizes and expert contracts and/or financial penalties).

SECTION 2 LIABILITY FOR DAMAGES

ARTICLE 46 — LIABILITY FOR DAMAGES

46.1 Liability of the Agency

The Agency cannot be held liable for any damage caused to the beneficiary (or to third parties) as a consequence of implementing the Agreement, including for gross negligence.

The Agency cannot be held liable for any damage caused by the beneficiary or third parties involved in the action, as a consequence of implementing the Agreement.

46.2 Liability of the beneficiary

Except in case of force majeure (see Article 51), the beneficiary must compensate the Agency for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement.

SECTION 3 SUSPENSION AND TERMINATION

ARTICLE 47 — SUSPENSION OF PAYMENT DEADLINE

47.1 Conditions

The Agency may — at any moment — suspend the payment deadline (see Article 21.2 to 21.4) if a request for payment (see Article 20) cannot be approved because:

(a) it does not comply with the provisions of the Agreement (see Article 20);

(b) the report has not been submitted or is not complete or additional information is needed, or

(c) there is doubt about the eligibility of the costs declared in the financial statement and additional checks, reviews, audits or investigations are necessary.

47.2 Procedure

The Agency will formally notify the beneficiary of the suspension and the reasons why.

The suspension will **take effect** the day notification is sent by the Agency (see Article 52).

If the conditions for suspending the payment deadline are no longer met, the suspension will be **lifted** — and the remaining period will resume.

If the suspension exceeds two months, the beneficiary may request the Agency if the suspension will continue.

If the payment deadline has been suspended due to the non-compliance of the report (see Article 20) and the revised report or statement is not submitted or was submitted but is also rejected, the Agency may also terminate the Agreement (see Article 50.3.1(l)).

ARTICLE 48 — SUSPENSION OF PAYMENTS

48.1 Conditions

The Agency may — at any moment — suspend payments, in whole or in part, if:

(a) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed or is suspected of having committed:

(i) substantial errors, irregularities or fraud or

(ii) serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles) or

(b) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 22.5.2).

If suspension concerns the payment of the balance, — once suspension is lifted — the payment or the recovery of the amount(s) concerned will be considered the payment of the balance that closes the action.

48.2 Procedure

Before suspending payments, the Agency will formally notify the beneficiary:

- informing it of its intention to suspend payments and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the suspension procedure is not continued.

The suspension will **take effect** the day the confirmation notification is sent by the Agency.

If the conditions for resuming payments are met, the suspension will be **lifted**. The Agency will formally notify the beneficiary.

The beneficiary may suspend implementation of the action (see Article 49.1) or terminate the Agreement (see Article 50.1 and 50.2).

ARTICLE 49 — SUSPENSION OF THE ACTION IMPLEMENTATION

49.1 Suspension of the action implementation by the beneficiary

49.1.1 Conditions — Procedure

49.1.1.1 The beneficiary may suspend implementation of the action or any part of it, if exceptional circumstances – in particular *force majeure* (see Article 51) – make implementation impossible or excessively difficult.

In this case, the beneficiary must immediately formally notify suspension to the Agency (see Article 52), stating:

(a) the reasons why and

(b) the expected date of resumption.

The suspension will **take effect** the day this notification is received by the Agency.

Once circumstances allow for implementation to resume, the beneficiary must immediately formally notify the Agency and request an **amendment** of the Agreement to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 55) — unless the Agreement or the participation of a beneficiary has been terminated (see Articles 50).

The suspension will be **lifted** with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during suspension of the action implementation are not eligible (see Article 6).

49.1.1.2 The beneficiary may request suspension of the action implementation (or any part of it) for professional, personal or family reasons (including parental leave).

For this purpose, the beneficiary must formally notify a request for **amendment** (to make the necessary changes and to set the date of resumption) in accordance with Article 55.

The suspension **will take effect** on the date set out in the amendment.

Costs incurred during suspension of the action implementation are not eligible (see Article 6).

49.2 Suspension of the action implementation, by the Agency

49.2.1 Conditions

The Agency may suspend implementation of the action or any part of it, if:

(a) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed or is suspected of having committed:

(i) substantial errors, irregularities or fraud or

(ii) serious breach of obligations under the Agreement or during the award procedure

(including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles);

(b) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 22.5.2), or

(c) the action is suspected of having lost its scientific or technological relevance.

49.2.2 Procedure

Before suspending implementation of the action, the Agency will formally notify the beneficiary:

- informing it of its intention to suspend the implementation and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the procedure is not continued.

The suspension will **take effect** five days after confirmation notification is received by the beneficiary (or on a later date specified in the notification).

It will be **lifted** if the conditions for resuming implementation of the action are met.

The beneficiary will be formally notified of the lifting and the Agreement will be **amended** to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 55) — unless the Agreement has already been terminated (see Article 50).

The suspension will be lifted with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during suspension are not eligible (see Article 6).

The beneficiary may not claim damages due to suspension by the Agency (see Article 46).

Suspension of the action implementation does not affect the Agency's right to terminate the Agreement (see Article 50), reduce the grant or recover amounts unduly paid (see Articles 43 and 44).

ARTICLE 50 — TERMINATION OF THE AGREEMENT

50.1 Termination of the Agreement by the beneficiary

50.1.1 Conditions and procedure

The beneficiary may terminate the Agreement.

The beneficiary must formally notify termination to the Agency (see Article 52), stating:

- the reasons why and
- the date the termination will take effect. This date must be after the notification.

If no reasons are given or if the Agency considers the reasons do not justify termination, the Agreement will be considered to have been '**terminated improperly**'.

The termination will **take effect** on the day specified in the notification.

50.1.2 Effects

The beneficiary must — within 60 days from when termination takes effect — submit: *the report under Article 20.3*.

If the Agency does not receive the reports within the deadline (see above), only costs which are included in *the report* will be taken into account.

The Agency will **calculate** the final grant amount (see Article 5.3) and the balance (see Article 21.4) on the basis of the report(s) submitted. Only costs incurred until termination are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

Improper termination may lead to a reduction of the grant (see Article 43).

After termination, the beneficiary's obligations (in particular Articles 20, 22, 23, Section 3 of Chapter 4, 36, 37, 38, 40, 42, 43 and 44) continue to apply.

50.2 Termination of the participation of one or more beneficiaries, by the beneficiaries

Not applicable

50.3 Termination of the Agreement, by the Agency

50.3.1 Conditions

The Agency may terminate the Agreement, if:

(a) not applicable;

(b) a change to the beneficiary's legal, financial, technical, organisational or ownership situation or those of its third parties mentioned in Annex 1 is likely to substantially affect or delay the implementation of the action or calls into question the decision to award the grant;

(c) not applicable;

(d) implementation of the action is prevented by force majeure (see Article 51) or suspended by the beneficiary (see Article 49.1) and either:

  (i) resumption is impossible, or

  (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or breach the principle of equal treatment of applicants;

(e) the beneficiary is declared bankrupt, being wound up, having its affairs administered by the

courts, has entered into an arrangement with creditors, has suspended business activities, or is subject to any other similar proceedings or procedures under national law;

(f) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has been found guilty of professional misconduct, proven by any means;

(g) the beneficiary does not comply with the applicable national law on taxes and social security;

(h) the action has lost scientific or technological relevance;

(i) not applicable;

(j) not applicable;

(k) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed fraud, corruption, or is involved in a criminal organisation, money laundering or any other illegal activity;

(l) the beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed:

(i) substantial errors, irregularities, fraud or

(ii) serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles);

(m) the beneficiary (or the natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 22.5.2);

(n) despite a specific request by the Agency, the beneficiary does not request an amendment to the Agreement to end the participation of a partner organisationor an entity with a capital or legal link that is in one of the situations under points (e), (f), (g), (k), (l) or (m) and to reallocate its tasks;

(o) the beneficiary has not started the action or notified the effective starting date of the action within the period indicated in the Article 3;

(p) the researcher cannot continue implementing the research training activities, or has committed fraud, including submission of false information or failure to provide required information for the purpose of the action.

50.3.2 Procedure

Before terminating the Agreement, the Agency will formally notify the beneficiary:

- **informing** it of its intention to terminate and the reasons why and
- inviting it, within 30 days of receiving notification, to submit observations and — in case of

Point (l.ii) above — to inform the Agency of the measures to ensure compliance with the obligations under the Agreement.

If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify to the beneficiary **confirmation** of the termination and the date it will take effect. Otherwise, it will formally notify that the procedure is not continued.

The termination will **take effect**:

- for terminations under Points (b), (e), (g), (h), (l.ii) and (o) above: on the day specified in the notification of the confirmation (see above);
- for terminations under Points (d), (f), (k), (l.i), (m), and (p) above: on the day after the notification of the confirmation is received by the beneficiary.

50.3.3 Effects

The beneficiary must — within 60 days from when termination takes effect — submit: *the report under Article 20.3*.

If the Agreement is terminated for breach of the obligation to submit report(s) (see Articles 20.8 and 50.3.1(l)), the beneficiary may not submit any report(s) after termination.

If the Agency does not receive the reports within the deadline (see above), only costs which are included in *the report* will be taken into account.

The Agency will **calculate** the final grant amount (see Article 5.3) and the balance (see Article 21.4) on the basis of the report(s) submitted. Only costs incurred until termination takes effect are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

This does not affect the Agency's right to reduce the grant (see Article 43) or to impose administrative sanctions (Article 45).

The beneficiaries may not claim damages due to termination by the Agency (see Article 46).

After termination, the beneficiary's obligations (in particular Articles 20, 22, 23, Section 3 of Chapter 4, 36, 37, 38, 40, 42, 43 and 44) continue to apply.

SECTION 4 FORCE MAJEURE

ARTICLE 51 — FORCE MAJEURE

'Force majeure' means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties' control,
- was not due to error or negligence on their part (or on the part of third parties involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as force majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
- labour disputes or strikes, or
- financial difficulties.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

The party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

CHAPTER 7 FINAL PROVISIONS

ARTICLE 52 — COMMUNICATION BETWEEN THE PARTIES

52.1 Form and means of communication

Communication under the Agreement (information, requests, submissions, 'formal notifications', etc.) must:

- be made in writing and
- bear the number of the Agreement.

All communication must be made through the Participant Portal **electronic** exchange system and using the forms and templates provided there.

If — after the payment of the balance — the Agency finds that a formal notification was not accessed, a second formal notification will be made by registered post with proof of delivery ('formal notification on **paper**'). Deadlines will be calculated from the moment of the second notification.

Communications in the electronic exchange system must be made by persons authorised according to the Participant Portal Terms & Conditions. For naming the authorised persons, the beneficiary must have designated — before the signature of this Agreement — a 'legal entity appointed representative (LEAR)'. The role and tasks of the LEAR are stipulated in his/her appointment letter (see Participant Portal Terms & Conditions).

If the electronic exchange system is temporarily unavailable, instructions will be given on the Agency and the Commission websites.

52.2 Date of communication

Communications are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the electronic exchange system).

Formal notifications through the **electronic** exchange system are considered to have been made when they are received by the receiving party (i.e. on the date and time of acceptance by the receiving party, as indicated by the time stamp). A formal notification that has not been accepted within 10 days after sending is considered to have been accepted.

Formal notifications **on paper** sent by **registered post** with proof of delivery (only after the payment of the balance) are considered to have been made on either:

- the delivery date registered by the postal service or
- the deadline for collection at the post office.

If the electronic exchange system is temporarily unavailable, the sending party cannot be considered in breach of its obligation to send a communication within a specified deadline.

52.3 Addresses for communication

The **electronic** exchange system must be accessed via the following URL:

https://ec.europa.eu/research/participants/portal/desktop/en/projects/

The Agency will formally notify the beneficiary in advance any changes to this URL.

Formal notifications on paper (only after the payment of the balance) addressed **to the Agency** must be sent to the official mailing address indicated on the Agency's website.

Formal notifications on paper (only after the payment of the balance) addressed **to the beneficiary** must be sent to its legal address as specified in the Particiapnt Portal Beneficiary Register.

ARTICLE 53 — INTERPRETATION OF THE AGREEMENT

53.1 Precedence of the Terms and Conditions over the Annexes

The provisions in the Terms and Conditions of the Agreement take precedence over its Annexes.

Annex 2 takes precedence over Annex 1.

53.2 Privileges and immunities

Not applicable

ARTICLE 54 — CALCULATION OF PERIODS, DATES AND DEADLINES

In accordance with Regulation No 1182/71[14], periods expressed in days, months or years are calculated from the moment the triggering event occurs.

The day during which that event occurs is not considered as falling within the period.

ARTICLE 55 — AMENDMENTS TO THE AGREEMENT

[14] Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8.6.1971, p. 1).

55.1 Conditions

The Agreement may be amended, unless the amendment entails changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

Amendments may be requested by any of the parties.

The beneficiary may, in particular, request a change of the time spent on the action (part-time employment) for professional, personal or family reasons (including parental leave).

55.2 Procedure

The party requesting an amendment must formally notify a request to the other party (see Article 52).

The notification must include:

(a) the reasons why;

(b) the appropriate supporting documents.

The Agency may request additional information.

The party receiving the request must formally notify its agreement or disagreement, within 45 days of receiving notification (or any additional information the Agency has requested). This deadline may be extended, if necessary for the assessment of the request. If no notification is received within the deadline, the request is considered to have been rejected.

An amendment **enters into force** on the day of the signature by the Agency or the beneficiary, depending on which is later.

An amendment **takes effect** on the date agreed by the parties or, in the absence of such an agreement, on the date on which the amendment enters into force.

ARTICLE 56 — ACCESSION TO THE AGREEMENT

Not applicable

ARTICLE 56a — TRANSFER OF THE AGREEMENT TO A NEW BENEFICIARY

56a.1 Conditions

The beneficiary may request that the research training activities are transferred to a new beneficiary, if there are serious reasons affecting its capacity to implement the action (without being entitled to any additional EU funding for doing so).

56a.2 Procedure

The beneficiary must formally notify a **request for amendment** to the Agency (see Article 55).

The request must include:

- the reasons why;
- the date the change takes effect;
- the opinion of the researcher and its supervisor;
- a proposal for the necessary changes, including — if necessary — the appointment of the new supervisor and the Accession Form for the new beneficiary(see Annex 3).

The change **will take effec** on the day set out in the amendment.

56a.3 Effects

If the request for amendment is accepted by the Agency, the Agreement will be **amended** to introduce the necessary changes in order to reallocate the tasks of the former beneficiary (see Article 55).

In this case, the former beneficiary must:

- transfer immediately the remaining contribution to the new beneficiary and
- submit — within 30 days from the change — a '**transfer report**', containing an overview of the progress of the work and the individual financial statement (see Article 20).

The maximum grant amount will be split between the former beneficiary and the new beneficiary, on the basis of the number of actual units in line with Article 6.

The former and the new beneficiary must agree on arrangements concerning the management of intellectual property rights and other issues under the Agreement.

If the Agency considers that the reasons provided do not justify the transfer, it will reject the request specifying the grounds for the rejection.

ARTICLE 57 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

57.1 Applicable law

The Agreement is governed by the applicable EU law, supplemented, if necessary by the law of Belgium.

57.2 Dispute settlement

If a dispute concerning the interpretation, application or validity of the Agreement cannot be settled amicably, the General Court — or, on appeal, the Court of Justice of the European Union — has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU).

If a dispute concerns administrative sanctions, offsetting or an enforceable decision under Article 299 TFEU (see Articles 44, 45 and 46), the beneficiary must bring action before the General Court — or, on appeal, the Court of Justice of the European Union — under Article 263 TFEU. Actions against offsetting and enforceable decisions must be brought against the Commission (not against the Agency).

ARTICLE 58 — ENTRY INTO FORCE OF THE AGREEMENT

The Agreement will enter into force on the day of signature by the Agency or the beneficiary, depending on which is later.

SIGNATURES

For the beneficiary

For the Agency

ISTITUTO DI ISTRUZIONE SECONDARIA SUPERIORE
"Galileo Ferraris"

ISTITUTO TECNICO TECNOLOGICO STATALE "GALILEO FERRARIS" - C.M. BATF06401B
LICEO SCIENTIFICO OPZIONE SCIENZE APPLICATE "RITA LEVI MONTALCINI" - C.M. BAPS064019

registro contratti n° ___ del _____

CONVENZIONE

PERCORSI PER LE COMPETENZE TRASVERSALI E PER L'ORIENTAMENTO

TRA

l' **I.I.S.S. "G. Ferraris" con sede legale in Molfetta (BA) via Togliatti, 4 C.F. 93449280721** d'ora in poi denominato **"Istituzione Scolastica"** rappresentata dal **D.S. prof. LUIGI MELPIGNANO** nato a **Bari il 07/06/1964**, ,codice fiscale **MLPLGU64H07A662B;**

E

UNIVERSITÀ DEGLI STUDI DI BARI Dipartimento di BIOSCIENZE, BIOTECNOLOGIE e BIOFARMACEUTICA C**. F. 80002170720** e **Partita IVA 01086760723**, nella persona del prof. **Luigi PALMIERI**, in qualità di Direttore del Dipartimento, nato a Bari, il 18/04/1968, domiciliato per la sua funzione presso la sede del Dipartimento, in Bari,

Premesso che

- la legge 30 dicembre 2018, n. 145, recante "Bilancio di previsione dello Stato per l'anno finanziario 2019 e bilancio pluriennale per il triennio 2019-2021" (legge di Bilancio 2019) ha disposto la ridenominazione dei percorsi di alternanza scuola lavoro di cui al decreto legislativo 15 aprile 2005, n. 77, in "percorsi per le competenze trasversali e per l'orientamento";
- ai sensi dell'art. 1 del D. Lgs. 77/05, tali percorsi costituiscono una modalità di realizzazione dei corsi nel secondo ciclo del sistema d'istruzione e formazione, per assicurare ai giovani l'acquisizione di competenze spendibili nel mercato del lavoro;
- ai sensi della legge 13 luglio 2015 n.107, art.1, commi 33-43, i percorsi in esame sono organicamente inseriti nel Piano Triennale dell'Offerta Formativa dell'istituzione scolastica come parte integrante dei percorsi di istruzione;
- durante i percorsi gli studenti sono soggetti all'applicazione delle disposizioni del d.lgs. 9 aprile 2008, n. 81 e successive modifiche e integrazioni;
- il DPCM 26 aprile 2020 regolamenta le misure da adottare in merito alla sicurezza sanitaria sui posti di lavoro;
- Visto il Progetto di Istituto per le competenze trasversali e elaborato e approvato dal Collegio dei Docenti nella seduta del 3 settembre 2020 e ricompreso nel PTOF dell'istituzione scolastica per gli aa.ss. 2020-2021, 2021-2022, 2022-2022

Si conviene quanto segue:

ART.1

Il Dipartimento di Bioscienze, Biotecnologie e Biofarmaceutica dell'Università degli Studi di Bari "Aldo Moro" qui di seguito indicato anche come "soggetto ospitante", si impegna a svolgere a titolo gratuito **incontri formativi e orientativi in presenza o in modalità DDI,** rivolti agli studenti del settore **BIOTECNOLOGIE AMBIENTALI** coinvolti nel **PCTO** su proposta del I.I.S.S. "Galileo Ferraris" di Molfetta di seguito indicato anche come "istituzione scolastica", per **n. 12** ore nell'a.s. 2020-2021 secondo il calendario concordato con l'istituzione scolastica.

ART.2

1. L'accoglimento degli studenti per i periodi di apprendimento in ambiente lavorativo o di studio non costituisce rapporto di lavoro.
2. Ai fini e agli effetti delle disposizioni di cui al D. Lgs. 81/2008, lo studente impegnato nei PCTO è equiparato al lavoratore, ex art. 2, comma 1 lettera a) del decreto citato.

3. L'attività di formazione ed orientamento del PCTO è congiuntamente progettata e verificata da un docente tutor interno, designato dall'istituzione scolastica, e da un tutor formativo della struttura, indicato dal soggetto ospitante, denominato tutor formativo esterno;
4. Per ciascun allievo beneficiario del PCTO inserito nella struttura ospitante in base alla presente Convenzione è predisposto un percorso formativo personalizzato, che fa parte integrante della presente Convenzione, coerente con il profilo educativo, culturale e professionale dell'indirizzo di studi.
5. La titolarità del percorso, della progettazione formativa e della certificazione delle competenze acquisite è dell'istituzione scolastica.
6. L'accoglimento degli studenti minorenni per i periodi di apprendimento in situazione lavorativa non fa acquisire agli stessi la qualifica di "lavoratore minore" di cui alla L. 977/67 e successive modifiche.

ART.3

1. **Il docente tutor interno svolge le seguenti funzioni:**
   a) elabora, insieme al tutor esterno, il percorso formativo personalizzato sottoscritto dalle parti coinvolte (scuola, struttura ospitante, studente/soggetti esercenti la potestà genitoriale);
   b) assiste e guida lo studente nei PCTO e ne verifica, in collaborazione con il tutor esterno, il corretto svolgimento;
   c) gestisce le relazioni con il contesto in cui si sviluppa l'esperienza di PCTO, rapportandosi con il tutor esterno;
   d) monitora le attività e affronta le eventuali criticità che dovessero emergere dalle stesse;
   e) valuta, comunica e valorizza gli obiettivi raggiunti e le competenze progressivamente sviluppate dallo studente;
   f) promuove l'attività di valutazione sull'efficacia e la coerenza del PCTO, da parte dello studente coinvolto;
   g) informa gli organi scolastici preposti (Dirigente Scolastico, Dipartimenti, Collegio dei docenti, Comitato Tecnico Scientifico/Comitato Scientifico) ed aggiorna il Consiglio di classe sullo svolgimento dei percorsi, anche ai fini dell'eventuale riallineamento della classe;
   h) assiste il Dirigente Scolastico nella redazione della scheda di valutazione sulle strutture con le quali sono state stipulate le convenzioni per le attività di alternanza, evidenziandone il potenziale formativo e le eventuali difficoltà incontrate nella collaborazione.
2. **Il tutor formativo esterno svolge le seguenti funzioni:**
   a) collabora con il tutor interno alla progettazione, organizzazione e valutazione dell'esperienza di PCTO;
   b) favorisce l'inserimento dello studente nel contesto operativo, lo affianca e lo assiste nel PCTO;
   c) garantisce l'informazione/formazione dello/i studente/i sui rischi specifici aziendali, nel rispetto delle procedure interne;
   d) pianifica ed organizza le attività in base al progetto formativo, coordinandosi anche con altre figure professionali presenti nella struttura ospitante;
   e) coinvolge lo studente nel processo di valutazione dell'esperienza;
   f) fornisce all'istituzione scolastica gli elementi concordati per valutare le attività dello studente e l'efficacia del processo formativo.
3. **Le due figure dei tutor condividono i seguenti compiti:**
   a) predisposizione del percorso formativo personalizzato, anche con riguardo alla disciplina della sicurezza e salute nei luoghi di lavoro anche sulle norme introdotte in merito all'emergenza Covid19 . In particolare, il docente tutor interno dovrà collaborare col tutor formativo esterno al fine dell'individuazione delle attività richieste dal progetto formativo e delle misure di prevenzione necessarie alla tutela dello studente;
   b) controllo della frequenza e dell'attuazione del percorso formativo personalizzato;
   c) raccordo tra le esperienze formative in aula e quella in contesto lavorativo;
   d) elaborazione di un report sull'esperienza svolta e sulle acquisizioni di ciascun allievo, che concorre alla valutazione e alla certificazione delle competenze da parte del Consiglio di classe;
   e) verifica del rispetto da parte dello studente degli obblighi propri di ciascun lavoratore di cui all'art. 20 D. Lgs. 81/2008. In particolare la violazione da parte dello studente degli obblighi richiamati dalla norma citata e dal percorso formativo saranno segnalati dal tutor formativo esterno al docente tutor interno affinché quest'ultimo possa attivare le azioni necessarie.

ART. 4

1. **Durante lo svolgimento del PCTO i beneficiari del percorso sono tenuti a**:

a) svolgere le attività previste dal percorso formativo personalizzato;
b) rispettare le norme in materia di igiene, sicurezza e salute sui luoghi di lavoro, nonché tutte le disposizioni, istruzioni, prescrizioni, regolamenti interni, previsti a tale scopo e aggiornate anche all'emergenza sanitaria Covid19;
c) mantenere la necessaria riservatezza per quanto attiene ai dati, informazioni o conoscenze in merito a processi produttivi e prodotti, acquisiti durante lo svolgimento dell'attività formativa in contesto lavorativo;
d) seguire le indicazioni dei tutor e fare riferimento ad essi per qualsiasi esigenza di tipo organizzativo o altre evenienze;
e) rispettare gli obblighi di cui al D.Lgs. 81/2008, art. 20.

ART. 5

1. L'istituzione scolastica assicura i beneficiari del PCTO contro gli infortuni sul lavoro presso l'INAIL POSIZIONE n°99992000, nonché per la responsabilità civile presso compagnie assicurative operanti nel settore.
   In caso di incidente durante lo svolgimento del percorso il soggetto ospitante si impegna a segnalare l'evento, entro i tempi previsti dalla normativa vigente, agli istituti assicurativi (facendo riferimento al numero della polizza sottoscritta dal soggetto promotore) e, contestualmente, al soggetto promotore.
2. Ai fini dell'applicazione dell'articolo 18 del D. Lgs. 81/2008 il soggetto promotore si fa carico dei seguenti obblighi:
   - tener conto delle capacità e delle condizioni della struttura ospitante, in rapporto alla salute e sicurezza degli studenti impegnati nelle attività di PCTO;
   - informare/formare lo studente in materia di norme relative a igiene, sicurezza e salute sui luoghi di lavoro, con particolare riguardo agli obblighi dello studente ex art. 20 D. Lgs. 81/2008 nonché alle norme relative all'emergenza Covid19;
   - designare un tutor interno che sia competente e adeguatamente formato in materia di sicurezza e salute nei luoghi di lavoro o che si avvalga di professionalità adeguate in materia (es. RSPP);

ART. 6

1. Il soggetto ospitante si impegna a:
a) garantire al beneficiario/ai beneficiari del percorso, per il tramite del tutor della struttura ospitante, l'assistenza e la formazione necessarie al buon esito dell'attività di alternanza, nonché la dichiarazione delle competenze acquisite nel contesto di lavoro;
b) rispettare le norme antinfortunistiche e di igiene sul lavoro anche in merito alle misure previste per l'emergenza Covid19;
c) consentire al tutor del soggetto promotore di contattare il beneficiario/i beneficiari del percorso il tutor della struttura ospitante per verificare l'andamento della formazione in contesto lavorativo, per coordinare l'intero percorso formativo e per la stesura della relazione finale;
d) informare il soggetto promotore di qualsiasi incidente accada al beneficiario/ai beneficiari o se si presentano le condizioni che prevedono l'adozione delle misure prescritte
e) individuare il tutor esterno in un soggetto che sia competente e adeguatamente formato in materia di sicurezza e salute nei luoghi di lavoro o che si avvalga di professionalità adeguate in materia (es.RSPP).

ART. 7

1. La presente convenzione decorre dalla data sotto indicata e dura fino all'espletamento dell'esperienza definita da ciascun percorso formativo personalizzato presso il soggetto ospitante.
2. È in ogni caso riconosciuta facoltà al soggetto ospitante e al soggetto promotore di risolvere la presente convenzione in caso di violazione degli obblighi in materia di salute e sicurezza nei luoghi di lavoro o del piano formativo personalizzato.

I.I.S.S. "GALILEO FERRARIS"
di Molfetta
Legale rappresentante
prof. Luigi Melpignano

UNIVERSITÀ DEGLI STUDI di BARI
Dip. di BIOSCIENZE, BIOTECNOLOGIE e BIOFARMACEUTICA
Legale rappresentante
Prof. Luigi PALMIERI