

Consortium Agreement

PROJECT NAME

Increasing Metalworkers' representatives' Awareness and Skills on Mental Health Protection & Promotion in the Workplace

ACRONYM: IncreMe-n-tal

This Agreement is made and entered into by and between

the Coordinator

FEDERAZIONE ITALIANA METALMECCANICI-CISL ASSOCIAZIONE (FIM CISL) –
PIC 890855276

whose registered office is at Rome – Corso Trieste 36, 00198, Italy
represented by Ferdinando Uliano, Legal Representative
hereinafter referred to as “FIM CISL”

and the following Beneficiaries

BEN 1 – FONDAZIONE ADAPT (FOND_ADAPT), PIC 941351245, established in VIA GARIBALDI 7, BERGAMO 24122, Italy

BEN 2 – UNIVERSIDAD DE SANTIAGO DE COMPOSTELA (USC), PIC 999829635, established in COLEXIO DE SAN XEROME PRAZA DO OBRADOIRO S/N, SANTIAGO DE COMPOSTELA 15782, Spain,

BEN 3 – FEDERACION DE INDUSTRIA, CONSTRUCCION Y AGRO DE LA UNION GENERAL DE TRABAJADORES (UGT FICA), PIC 890682422, established in AVENIDA DE AMERICA 25, MADRID 28002, Spain,

BEN 4 – KATHOLIEKE UNIVERSITEIT LEUVEN (KU Leuven), PIC 999991334, established in OUDE MARKT 13, LEUVEN 3000, Belgium,

BEN 5 – VORMINGSCENTRUM RECHT EN PLICHT (VZW), PIC 890581057, established in KONING BOUDEWIJNSTRAAT 18, GENT 9000, Belgium,

BEN 6 – UNIVERZA V LJUBLJANI (UL), PIC 999923240, established in KONGRESNI TRG 12, LJUBLJANA 1000, Slovenia,

BEN 7 – SINDIKAT KOVINSKE IN ELEKTROINDUSTRIJE SLOVENIJE (SKEI), PIC 885950471, established in DALMATINOVA 4, LJUBLJANA 1000, Slovenia,

BEN 8 – HACETTEPE UNIVERSITESI (HACETTEPE_UNI), PIC 999900930, established in HACETTEPE UNIVERSITESI BEYTEPE KAMPUSU REKTORLUK BINASI, CANKAYA ANKARA 06800, Türkiye,

BEN 9 – TURK METAL SENDIKASI (TMS), PIC 944440501, established in BESTEPE MAHALLESİ 4 4 SOKAK NO 3 SOGOTOZU YENİLAHA, ANKARA 06510, Türkiye,

BEN 10 – DUBLIN CITY UNIVERSITY (DCU), PIC 999892588, established in Glasnevin, DUBLIN 9, Ireland,

BEN 11 – SERVICES, INDUSTRIAL, PROFESSIONAL AND TECHNICAL UNION (SIPTU), PIC 882028373, established in LIBERTY HALL EDEN QUAY, DUBLIN Dublin 1, Ireland,

BEN 12 – STREDOEUROPSKY INSTITUTE PRE VÝSKUM PRÁCE (CELSI), PIC 997562066, established in ZVOLENSKA ULICA 29, BRATISLAVA RUŽINOV 821 09, Slovakia

who for the purpose of this Consortium Agreement shall be hereinafter referred to as the "Beneficiaries".

RECITALS

WHEREAS:

FIM CISL is the Coordinator of a Consortium ("the Consortium") in which the beneficiary is a member which has been successful in an application for a project, entitled Increasing Metalworkers' representatives' Awareness and Skills on Mental Health Protection & Promotion in the Workplace - IncreMe-n-tal ("the Project"), funded by the Directorate-General for Employment, Social Affairs, and Inclusion.

The beneficiaries, along with the other beneficiaries in the Consortium, have signed an Accession Form ("the Mandate") which empowers FIM CISL to act in the name of the beneficiaries and for their account in signing a Grant Agreement with the Commission for the Project. The Mandate forms Annex 3 to the Grant Agreement.

On behalf of the Consortium and in accordance with the Mandate, FIM CISL signed on the 22/02/2024, a Grant Agreement for the Project Number 101143366 ("the Grant Agreement") with the Commission for implementing the Project.

In accordance with Data Sheet Point 1 and Article 7 of the Grant Agreement, FIM CISL and the beneficiaries who form the Consortium have agreed to make appropriate internal arrangements to implement the Project properly by concluding a consortium agreement between them covering the management, operation and coordination of the Project. These arrangements are more specifically detailed in the present Consortium Agreement signed by FIM CISL and each member of the Consortium. The texts of the individual Agreements are identical with the exception of the budget and grant amounts.

The terms of the present Consortium Agreement ("Agreement") shall be subservient to the terms and conditions of the Grant Agreement, including any amendments thereto, which is attached to and forms an integral part of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

Article 1 - The Objective of the present Agreement

- 1. This present Agreement sets out the rights and obligations of the Parties with respect to the work to be carried out in the Project, as described and detailed in the Description of the action and work plan which forms Part A and B of Annex 1 of the Grant Agreement ("Description of the Action - DOA").*
- 2. By signing this Agreement, each beneficiary acknowledges and declares that it has read, accepts and agrees to comply with all the terms of the Grant Agreement including its annexes.*
- 3. In the event of conflict between the terms of this Agreement and those of the Grant Agreement, the latter shall take precedence over the terms of this Agreement.*

The terms and phrases used in this Agreement shall have the meaning for the same term detailed in article 2 of the Grant Agreement (Definitions). In this Agreement FIM CISL and beneficiaries are collectively referred to as Project Partners.

Article 2 - The Project Period

The present Agreement shall come into force on the day when it has been signed by both FIM CISL and each beneficiary respectively and shall be effective as from 31/05/2024. With the exception of those provisions which are meant to survive termination, this Agreement shall terminate when all the obligations of the Parties under the Grant Agreement and this Agreement, including any extension thereto, have been fulfilled.

Article 3 – Obligations of FIM CISL

FIM CISL shall act as Coordinator for the Project and shall ensure its efficient management and implementation. FIM CISL shall use all reasonable endeavors to cooperate, perform and fulfill promptly and on time, all of its obligations under the Grant Agreement and this Agreement as may reasonably be required from it and in a manner of good faith.

FIM CISL shall be held responsible for the quality assurance of all project deliverables and activities taken by the beneficiaries, as it is foreseen in the Grant Agreement. That includes the right formatting, adequate length and style, readability, as well as relevance and appropriateness of the content, needed to fulfill the goals of the project and of the concrete tasks.

FIM CISL shall carry out its work in such a way that no default or omission in relation thereto, shall directly constitute or cause a breach or non-compliance by the beneficiaries of its respective obligations under the Grant Agreement. In the event of a breach of this article, then

subject to the provisions of article 15 herein, FIM CISL shall indemnify the beneficiaries in accordance with any direct losses or damages suffered.

Article 4 - The Obligations of the co-applicant

4.1 General Obligations of the co-applicant

Beneficiaries agree to take part in the efficient implementation of the Project and shall use all reasonable endeavors to cooperate, perform and fulfill promptly and on time, all of its obligations under the Grant Agreement and this Agreement as may reasonably be required from it and in a manner of good faith.

4.2 Specific Obligation of the co-applicant

In addition, beneficiaries shall have the following specific obligations under this Agreement for the implementation of its share of work in the Project:

- 1. Beneficiaries shall carry out its work in the Project in accordance with the timetable and description and allocation of tasks set out in the Annex 1 of the Grant Agreement, using all reasonable endeavors to achieve the results specified therein.*
- 2. Beneficiaries shall provide the personnel, facilities, equipment and materials necessary to be able to perform and complete its share of the work in the Project as specified in Annex 1 of the Grant Agreement.*
- 3. Beneficiaries shall promptly provide FIM CISL any information or document required by the latter that is necessary for the effective management, evaluation, auditing (including documents and justifications for the certificate on the financial statements if required under the Grant Agreement) and monitoring of the Project. Provided that FIM CISL informs partners immediately once the request for such documents is given by the Commission, auditor or other responsible authority, beneficiaries shall be responsible for any losses or damages caused by the late supply of any such documents.*
- 4. Beneficiaries shall incur costs for its share of work in the Project in accordance with the terms and conditions of the Grant Agreement and any guidelines issued by the Consortium. Beneficiaries accepts entire responsibility and liability for all information communicated to FIM CISL, including the details and justifications for the costs claimed, ineligible expenses and where applicable revenue they may earn in relation to the Project. Such revenue shall be reported at the end of the Project and may reduce the balance payment to the beneficiaries if their revenue exceeds the costs incurred.*
- 5. Beneficiaries shall carry out the work in such a way that no default or omission in relation thereto shall directly constitute or cause a breach or non-compliance by FIM CISL or by*

any other co-applicant in the Consortium of their respective obligations under the Grant Agreement. In the event of a breach of this article, then subject to the provisions of article 15 herein, the beneficiaries shall indemnify FIM CISL and/or the other co applicants in the Consortium in accordance with any direct losses or damages suffered.

- 6. Beneficiaries shall appoint a Contact Person(s) within its own organization to be responsible for the exchange of all information and documents concerning their participation in the Project. Beneficiaries shall inform FIM CISL by filling in the dedicated list (Partners list and responsibilities) with the name of this person by the start of the Project. This Contact Person(s) shall have the following specific duties:*
 - a. Act as the single point of contact for all communications between the beneficiaries and FIM CISL concerning this present Agreement. However, formal notice provisions shall be governed by article 20 below.*
 - b. Attend and participate in regular Project meetings (virtual and face to face) including Partners' meetings and GA meetings and be empowered to represent the views of the beneficiary at such meetings. In exceptional cases where the Contact Person is not able to attend Project meetings because of illness, other appointments or cases of force majeure, a replacement may be sent if FIM CISL is notified in advance.*
 - c. Ensure that information and details of the Project are properly and promptly circulated where necessary within the organization of the beneficiary.*
 - d. Maintain the budget for the work to be carried out by the beneficiary and inform FIM CISL in advance in writing of any possible budget changes in order for them to be approved by FIM CISL.*
 - e. Monitor the performance of the beneficiary in the Project and ensure that it complies with all its obligations under this Agreement and the Grant Agreement.*

Article 5 – Project Governance

The General Assembly (GA) is the ultimate decision-making body of the consortium, chaired by the coordinator.

5.1 Members

The General Assembly shall consist of one representative of each beneficiary. The representative:

- should be present or represented at any GA meeting;*
- may appoint a substitute or a proxy to attend and vote at any GA meeting;*
- and shall participate in a cooperative manner in the GA meetings.*

5.1.2 Convening meetings

As an additional tool for internal communication and regular updates, the coordinator shall convene meetings accordingly to the so-called bi-monthly Partners' meetings (12) foreseen in the DOA. Additional GA meetings could be convened when deemed necessary. The

chairperson shall send each Member of that Consortium a written agenda no later than 7 calendar days preceding the meeting.

Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium a written document, which is then agreed by the defined majority of all Members of the Consortium. Such document shall include the deadline for responses.

5.2 Decisions

The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. The General Assembly shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). Decisions shall be taken by a majority of the votes cast.

The following decisions shall be taken by the General Assembly:

- Content, finances and intellectual property rights*
- Proposals for changes to Annex 2 of the Grant Agreement to be agreed by the Funding Authority*
- Proposal to the Funding Authority for suspension of all or part of the Project.*
- Proposal for allocation of any excess budget (in the event of consumption below the grant provided for in Annex 2 of the Grant Agreement by one or more beneficiaries or by the Coordinator).*

Article 6 - Allocation of Funds

- 1. Each applicant (beneficiaries and coordinator) must undertake to respect its budget as indicated in Annex 2 of the Grant Agreement. If there are justified increases in the costs incurred by a beneficiary, if promptly reported to FIM CISL during the course of the project, these may be covered by the project grant. This, only if there is a concurrent reduction in costs and budget savings by other Project Partners. If such a reduction does not occur, the maximum grant to which the applicant in question will be entitled, will be the one resulting from the Grant Agreement and the higher costs will have to be covered by a consistent increase in the co-financing contribution (own resources).*
- 2. Should the final Grant approved by the Commission or accepted after audit be less than the advances or amounts received by beneficiaries, the entities which have received a higher amount shall repay the difference within 30 days of receiving the request for repayment in writing from FIM CISL or from the Commission whichever is applicable.*
- 3. In more detail, in the event that the project funding is reduced by the Commission because of poor, partial or late implementation or in case of irregularity, fraud or breach of other obligations of the Grant Agreement, then the Grant to Project Partners shall be reduced in proportion to the size of the reduction of the overall Grant to the Consortium. If, as a*

result of such reduction a recovery is due from a beneficiary, then this shall be paid to FIM CISL within 30 days of receiving the request for repayment in writing. If the reduction of grant is due to the fault of a beneficiary, including a breach of its obligations under article 4 of this Agreement, then subject to the provisions of article 15.1 hereof, the beneficiary at fault shall indemnify the other beneficiaries accordingly.

4. *The Consortium may decide to amend the budget for the beneficiary which may have an effect on the maximum Grant awarded as specified in Annex 2. The Consortium may also reduce the Grant to the beneficiary in the event that it is considered, after analysis by FIM CISL of reports submitted, that the beneficiary is unlikely to utilize the full amount of the Grant awarded. Such changes shall be approved by the Consortium acting by consensus decision under one of the following conditions:*
 - a. *the Beneficiary has given its approval to its budget change, or;*
 - b. *the consortium has identified by majority decision a breach by the beneficiary of its obligations under this Consortium Agreement or the Grant Agreement.*

Article 7 - Record Keeping and Reporting

1. *FIM CISL and the beneficiaries shall be bound by the reporting obligations as set out in the Grant Agreement and in this Agreement including any additional reporting requirements which FIM CISL establishes for the proper implementation and management of the Project. Beneficiaries shall report only eligible costs as defined in the Grant Agreement and any guidelines issued by the Commission and following the instructions of the Coordinator with precise reference to the requirements of Reporting Periods 1 and 2 (filling in the financial statements on a template provided by the Coordinator and sharing the calculation of personnel costs)*
2. *In accordance with the Grant Agreement, the beneficiaries shall keep a record of any expenditure incurred under the Project and all original proofs, justifications and related documents (including proofs of revenue) for a period of five years starting from the date of the final balance payment to FIM CISL by the Commission.*
3. *In order to comply with the reporting requirements of the Commission, the beneficiaries shall submit to FIM CISL all the information required by it for the completion of the Continuous, Technical and Financial Reporting, according to the request of the Coordinator. The information for the Reporting Periods 1 and 2 shall be submitted by beneficiaries to FIM CISL using the template and format provided by FIM CISL and in line with the EC requirements.*
4. *All reports and cost statements to be sent to FIM CISL by the beneficiaries under this article, upon the request of FIM CISL, shall be accompanied by certified copies of all*

financial justifications, invoices, timesheets, revenue declarations, bank statements attesting the payments of the invoices and other accounting documents.

Article 8 - Schedule of Payments

1. Beneficiaries will receive a maximum Grant as detailed in Annex 2 of the Grant Agreement. The Grant shall be paid to the beneficiaries in accordance with the following schedule:

- 40% of the maximum Grant of the beneficiaries has been paid by the end of March 2024*
- A second pre-financing payment, covering the 40% of the maximum Grant of the beneficiaries, shall be paid to the beneficiaries as a second payment within 30 days of FIM CISL receiving the second instalment from the Commission on the basis of the Second Pre-financing request issued by FIM CISL at the end of the 1st Reporting Period.*

2. The balance of the Grant for the beneficiaries if due (according to the amount actually spent during the project), will be paid, subject to the provisions of article 6 of this Agreement and the relevant provisions of the Grant Agreement, within 30 days of the reception by FIM CISL of the final payment in full from the Commission. Such payment shall be subject to the express approval by the Commission of the Final Report, the eligible costs of the Project and the costs and work of the beneficiaries. The amount of the balance payment shall be calculated in accordance with the provisions of the Grant Agreement.

3. Payments to the beneficiaries may be suspended in the event that they are not in compliance with any of their obligations under the Grant Agreement or this Agreement. Subject to the provisions of article 13 of this Agreement, payment shall be resumed once the beneficiaries duly fulfill their obligations under this Agreement and Grant Agreement.

Article 9 - Banking Details

All payments under this Agreement shall be paid to the beneficiaries at the institutional bank account which has been provided by the beneficiaries to FIM CISL. Any changes to this account should be notified in writing to FIM CISL.

Article 10 – Audit Provisions

1. In the event of audits or reviews by the European Commission, the Court of Auditors, OLAF (European Anti-Fraud Office) or by organizations acting on their behalf, the beneficiaries shall comply fully with the requirements of such audits and the requests for information from the auditors. Where FIM CISL I has to respond to such audits, the beneficiaries shall promptly comply with any request from FIM CISL for information,

accounting documents and justifications. Failure to provide such documents on time, will make the expenses incurred ineligible and will lead to a reimbursement by the beneficiaries of such costs under the provisions of 6.2 of this Agreement.

- 2. Beneficiaries shall be responsible for any of its costs which are disallowed as a result of the audits as described in point 1 above. If such ineligible or disallowed costs lead to a reduction in its Grant, then the beneficiaries shall reimburse the amount concerned within the time limits established by FIM CISL.*
- 3. Where the audit is to take place after the payment of the balance of the Grant by the Commission and the audit findings led to a recovery due to a reduction in the overall Grant to the Project with findings being attributable to one of the beneficiaries not having provided adequate supporting documents to prove costs declared, then the reduction shall be attributed to that specific beneficiary. The beneficiary shall reimburse to FIM CISL the amount to be recovered within 10 days of receiving the request in writing from FIM CISL.*
- 4. Where the audit is to take place after the payment of the balance of the Grant by the Commission and the audit findings lead to a recovery due to a reduction in the overall Grant to the Project without such findings being attributable to a specific co-applicant, as detailed in the Grant Agreement, then the reduction shall be attributed to all beneficiaries, following the proportionality between beneficiaries grants and total grants. The beneficiaries shall reimburse to FIM CISL the amount to be recovered within 10 days of receiving the request in writing from FIM CISL (accordingly the request of the EU Commission).*

Article 11 – Debts owing to the Commission

Each Party shall be responsible for settling its debts promptly towards the Commission arising out of its obligations and liabilities under this Agreement and the Grant Agreement, including interest payments and the results and findings of audits under article 10 of this Agreement. In the event that a Party breaches this obligation and the other beneficiaries in the Consortium, suffer loss as result of the application of the joint and several liability provisions set forth in the Grant Agreement, then the Party at fault shall fully indemnify the other beneficiaries for any losses suffered.

Article 12 - Intellectual Property Rights

- 1. The Parties acknowledge and agree to abide by the provisions concerning intellectual property rights as specified in the Grant Agreement. If the beneficiaries produces outputs or results as part of work in the Project, such as results of research, reports and recommendations, this shall be made available for public.*

2. *Unless stipulated otherwise in this Agreement, the industrial and intellectual property rights in any results or outputs of the Project, including any reports and other documents relating to them, shall belong to the Party or the Consortium beneficiary that has produced them. Where more than one beneficiary or Party has been involved in the production, then it shall be belonging to the beneficiaries or Party(s) jointly, in proportion to the amount of work or effort contributed by each beneficiary concerned.*

Article 13 – Termination

FIM CISL has the right to terminate the present Agreement immediately without payment of any indemnity to a beneficiary in the following events:

- a. *If a beneficiary fails to perform any obligation under the present Agreement or the Grant Agreement and does not remedy such failure, if such failure is capable of remedy, within 20 days after having received a notice to do so in writing from FIM CISL.*
- b. *If a beneficiary is insolvent or enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors;*
- c. *If a beneficiary has made false declarations to the Consortium on work carried out or on expenditure. If the present Agreement is so terminated, FIM CISL may require the beneficiary to reimburse all or part of the payments made under this Agreement, as well as any other penalties or liabilities which may be imposed by the Commission;*
- d. *If the Grant Agreement is terminated by the Commission in respect of a beneficiary or for the whole Consortium.*

Article 14 – Effects of Termination

1. *If the present Agreement is terminated for the reason that a beneficiary fails to perform its obligations under the present Agreement, the rights and licenses granted to the beneficiary pursuant to this Agreement shall cease immediately, and the beneficiary shall forfeit the right to reimbursement for obligations performed.*
2. *Furthermore, if the Agreement is terminated by FIM CISL due to non-performance of obligations by a beneficiary, the last shall be responsible for and pay any direct cost increase resulting from the necessity to remedy the beneficiary's breach of responsibilities and to assign its tasks as specified in the present Agreement to one or several Parties or to other beneficiaries.*

Article 15 – Liability

1. *Liability for proven damage shall not include indirect, or consequential loss, or loss of profit. The total liability of the Parties towards each other or towards the other*

beneficiaries of the Consortium, under the provisions of this Agreement, shall not exceed the total amount of the Grant that such Party is to receive for the work it is to carry out under the Project as detailed in Annex 2 of the Grant Agreement. This limitation of liability shall not apply to the provisions of articles 11 or 19 of this Agreement or to point 3 of this article.

- 2. The beneficiaries shall be solely liable for any loss, destruction, damage, death or injury to the persons or property of the beneficiaries or of the beneficiaries' employees or of third parties resulting directly or indirectly from performance of the work under the present Agreement.*
- 3. The beneficiary shall indemnify FIM CISL and any other beneficiary against any claim made against or liability incurred by FIM CISL in respect of any infringement by the beneficiary of any copyright or other industrial property right or any statutory protection in respect of any report or other material supplied by the beneficiary to FIM CISL or to any other beneficiaries pursuant to the present Agreement.*
- 4. Each Party shall, if necessary, provide insurance cover to its personnel and third parties participating in activities undertaken by them under the present Agreement and to cover any liability under this present Agreement.*

Article 16 – Confidentiality

- 1. For the purpose of this article, confidential information shall mean all information in whatever form or mode of transmission, which is disclosed by one Party (the Disclosing Party) to the other (the Recipient) in connection with the Project during its implementation and which has been explicitly marked as confidential, or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated as such in writing 15 days from oral disclosure at the latest.*
- 2. The Recipient shall treat as confidential and must use all reasonable efforts to ensure that it does not disclose any confidential information received from the Disclosing Party to any third party nor use such confidential information otherwise than for the purpose for which it was disclosed by the Disclosing Party.*
- 3. The above clause relating to confidentiality shall remain in force for a period of five years after the completion of work under the Grant Agreement but shall not in any case be deemed to extend to any information which the receiving party can show:*
 - was at the time of receipt published or otherwise generally available to the public;*

- *has after receipt by the Recipient been published or become generally available to the public otherwise than through any act or omission on the part of the Recipient;*
- *was already in the possession of the receiving party at the time of receipt without any restrictions on disclosure;*
- *was rightfully acquired from others without any undertaking of confidentiality imposed by the Disclosing party;*
- *was developed independently of the work under the Grant Agreement by the Recipient;*
- *was required to be disclosed in accordance with verification or audit procedures launched by the European Commission, OLAF, the Court of Auditors or the European Public Prosecutor's Office.*

Article 17 - Modification of the Agreement

Changes or amendments to the present Agreement shall be approved by all Parties to the Agreement and become effective when signed by authorized representatives of all Parties.

Article 18 – Processing of Personal Data

- 1. The Parties shall ensure that all personal data to be processed under the Project shall be processed in accordance with the Grant Agreement. The Parties shall keep all such personal data secure in accordance with the provisions of the GDPR and in the Grant Agreement.*
- 2. Beneficiaries acknowledges that in order for FIM CISL to monitor and manage the Project, including reporting and evaluations and to ensure effective communication between the FIM CISL and the beneficiaries, the personal data of its staff, such as contact details: e-mails, phone numbers, may need to be transferred to FIM CISL or to the other beneficiaries.*
- 3. The personal data, such as names, titles, work experience or salary information, may be transferred to the European Commission via FIM CISL, so that the Interim Report and the Final Report can be reviewed, monitored and controlled by the Commission under the provisions of the Grant Agreement. The European Commission may also need to transfer such personal data to outside bodies and structures, such as audit companies acting under Framework Contracts with the Commission. Such personal data shall be processed by the Agency in accordance with Regulation 2018/1725.*
- 4. Beneficiaries shall ensure that they have in place data protection policies and procedures in place that inform its staff of the necessity of such transfers, as described in points 3 and 4 above, and that allow it to carry out such transfers to the bodies and organisations mentioned in this article.*

Article 19 - Settlement of Disputes and Applicable Law

If there is a dispute or difference between the Parties arising out of or in connection with the present Agreement or Grant Agreement or out of activities undertaken under either or both, including disputes regarding quality, the Parties shall first endeavor to settle it amicably. If the dispute cannot be settled amicably, then it shall be referred to the appropriate courts in Brussels, Belgium. This Agreement is governed by the EU law, supplemented if necessary, by the law of Belgium.

For non-EU beneficiaries (if any), such disputes must be brought before the courts of Brussels, Belgium — unless an international agreement provides for the enforceability of EU court judgements.

Article 21 - Force Majeure

No Party shall be liable to the other for any failure to carry out its obligations under this Agreement which is due to a case of Force Majeure. Force Majeure shall be defined and implemented in accordance with the provisions set forth in the Grant Agreement.

Article 22 – Annexes

The following Annexes are attached and form part of this Agreement:

Annex 1: Description of the Action – DOA

Annex 2: Copy of the budget agreed with the European Commission

Annex 3: Accession forms

FEDERAZIONE ITALIANA METALMECCANICI – FIM CISL



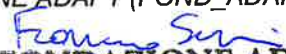
Date:

FERDINANDO ULIANO

LEGAL REPRESENTATIVE

FIM CISL NAZIONALE
Corso Trieste, 36 - 00198 ROMA
C.F. 80188170585

FONDAZIONE ADAPT (FOND_ADAPT)


FONDAZIONE ADAPT

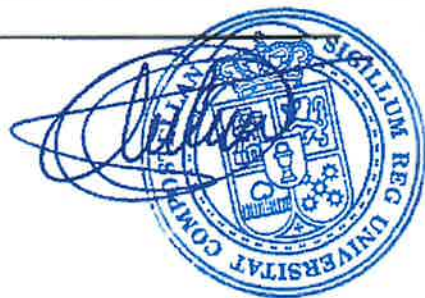
Via Garibaldi, 7 24122 Bergamo
Date: 14/05/2024 Tel. 035 248239 Fax 035 248239
(Francesco Seghezzi, President) C.F. P.V.A. 03905410167

UNIVERSIDAD DE SANTIAGO DE COMPOSTELA (USC)

Date:

Antonio López Díaz

Rector



FEDERACION DE INDUSTRIA, CONSTRUCCION Y AGRO DE LA UNION GENERAL DE
TRABAJADORES (UGT FICA)

Date: 13/05/2024

Félix González Argüelles

Secretario de Administración y Recursos





KATHOLIEKE UNIVERSITEIT LEUVEN (KU Leuven)

Date: JUN 03 2024

Prof. Dr. Luc Sels, rector

VORMINGSCENTRUM RECHT EN PLICHT (VZW),

Date: 17-05-2024

(Name, Surname, function)

CLAES Luc

A handwritten signature in blue ink, appearing to be 'Luc Claes', written over a horizontal line.

Administrator

VZW Recht & Plicht Vormingscentrum

Date: _____

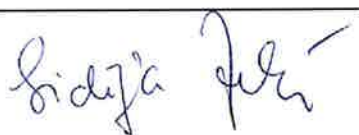
Prof. dr. Gregor Majdič, rector



SINDIKAT KOVINSKE IN ELEKTROINDUSTRIJE SLOVENIJE (SKEI)

Date: 3. 6. 2024

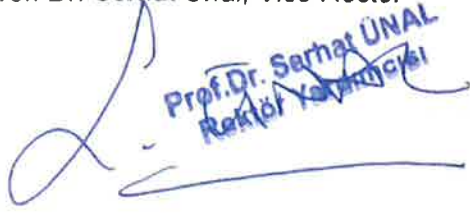
Lidija Jerkič, president

A handwritten signature in blue ink, appearing to read 'Lidija Jerkič', written over a horizontal line.

HACETTEPE UNIVERSITESI (HACETTEPE_UNI)

Date: 13.05.2024

Prof. Dr. Serhat Ünal, Vice Rector


Prof. Dr. Serhat ÜNAL
Rektör Yardımcısı

TURK METAL SENDIKASI (TMS)

Date: 13/05/2024
TALİPHAN KIYMAZ
GENERAL SECRETARY



DUBLIN CITY UNIVERSITY (DCU)



Date: 14/05/2024

Prof John Doyle, Vice President for Research

SERVICES, INDUSTRIAL, PROFESSIONAL AND TECHNICAL UNION (SIPTU)



BRIAN MC GAWN

Date:

HEAD of ORGANISATIONAL DEVELOPMENT, SIPTU

(Name, Surname, function)

16/5/24

STREDOEUROPSKY INSTITUTE PRE VYSKUM PRACE (CELSI)

Date: 13th May 2024

Marta Kahancová, PhD.



Founder and Managing Director