

Prot.:/2021/SSPT/PROMAS
Brindisi, dd.mm.yyyy.

INTERNSHIP COLLABORATION AGREEMENT

2021 Internship programme (under 10009 - RIS Education & Entrepreneurship) ("the Internship")

This Internship Collaboration Agreement ("the Agreement") is made by and between

1. on the one part,

ENEA

Italian National Agency for New Technologies, Energy and Sustainable Economic Development, Lungotevere Thaon de Revel 76, 00196 Rome, Italy, VAT No.: 00985801000

Partner represented by: Dr. Roberto Morabito, PhD, Director ENEA - Department for Sustainability

Hereinafter: Partner

2. on the other part,

Name of Local entity: registered name of the organisation

Type of Local entity: business

Address of legal entity: address

Representative of the company: name and last name, role

Iban No: number

VAT No: number

Hereinafter: Network partner

an organization admitting an Intern (name of the intern/s) from startdate to endate.

The aim of the Agreement is to establish long-term co-operation during the implementation of the *EIT RawMaterials Hub - RCSI Regional Center Southern Italy - 10014 KAVA project* and the *10009 - RIS Education & Entrepreneurship project*, between the consortium represented by the Partner and its local Network partner related to the WP5 of the RIS Education and Entrepreneurship project: *Impact driven co-creation, coordination and quality support for partner KAVAs and RIS HUBs - task RIS Internship*.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

SECTION 1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context requires otherwise, capitalised terms and expressions in this Agreement shall have the meaning ascribed to them herein.
- 1.2 Whenever used in this Agreement, the words 'include', 'includes' and 'including' shall be deemed to be followed by the phrase 'without limitation'.

SECTION 2 SUBJECT MATTER OF THIS AGREEMENT

- 2.1 This Agreement sets forth the understandings of the Parties and the terms and conditions in respect of their rights and obligations for the participation in 2021 Internship Programme
- 2.2 To this aim, the ENEA awards an individual organisation a monetary compensation for the training of the supervisor(s), unless such compensation was previously received by the same organization for the same purpose at any time since the Programme operation.
- 2.3 The Network Partner acknowledges and agrees that the Funding (as defined herein below) provided by ENEA comes from public monies provided by the EIT, for which reason the Network Partner undertakes to apply due care and transparency in the use of the Funding and observe generally accepted principles such as ethical standards, anti-fraud, non-corruption and non-discrimination.

SECTION 3 OBLIGATIONS OF THE NETWORK PARTNER

- 3.1 In general, the selected Task Partners from the RCSI region will contribute to the creation of the local knowledge triangle integration (KTI), especially within the countries where EIT Raw materials have only task/project partners (Italy) and are of high-geological potential for both primary and secondary raw materials.
- 3.2 The Network Partner will assign a trainer/supervisor to each admitted Intern (a supervisor needs to complete a training envisaged within the project), completing the online training at https://www.rgn.unizg.hr/images/ADRIA_Internship_Webinar_supervisors_Kamenov/ prior to the commencement of the internship.
- 3.3 The Network Partner will ensure the implementation of activities and the achievement of the learning outcomes as listed:
 - A) Leadership skills
 - a. efficient planning of the student activities (Gant chart)
 - b. setting up appropriate point of student evaluation (Milestones)
 - c. setting up reachable goals/tasks (Outputs/Deliverables)
 - B) Communication skills
 - a. clearly explaining tasks and time frame
 - b. using appropriate terminology when writing and speaking
 - C) Engineering skills
 - a. clearly explaining professional responsibilities toward environment, health and safety
 - b. demonstrating use of specific methods and work-procedures
 - D) Evaluation skills
 - a. giving constructive feedback information
 - b. evaluating student performance
 - E) Teamwork
 - a. taking initiative and leading others
 - b. operating in a range of supportive roles within teams
 - c. negotiating, asserting one's own values and respecting others.
- 3.4 The Network Partner (Supervisor) will evaluate the experience of working with the Intern admitted. The evaluation is carried out on a form designed by ENEA and UNIZG-RGNF. The deadline for the delivery of the evaluation form is 5 (calendar) days after the last day of the approved internship.

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- 3.5 The Network Partner will communicate with the staff of ENEA and provide the information about the course of internship, as requested, including notifying the Partner about any changes in the circumstances in which the internship takes place.
- 3.6 The Network Partner will promote its participation in the 2021 Internship Programme on its webpage and social media accounts.

SECTION 4 DURATION

- 4.1 This Agreement shall enter into force on the date of the Agreement signature by both parties ("Effective Date").
- 4.2 The duration ("Duration") of this Agreement shall last one (1) month, until 31st December 2021 being the last possible End Date". Notwithstanding the aforesaid, the Duration of the Funding (as defined below, and due to the strictly annual funding scheme of the EIT) shall be until the December 31st, 2020 ("Grant Expiry Date").

SECTION 5 AMOUNT OF FUNDING

- 5.1 ENEA has agreed to pay the Network Partner a compensation of EUR 500,00/month (in words: five hundred per month), as a compensation for training the supervisor(s) within 2021 Internship Programme.
- 5.2 For the avoidance of doubt: Other than the Funding in 4.1 there will be no further grants, subsidies, reimbursements or other payments or contributions whatsoever.
- 5.3 A compensation stated in 5.1 cannot be awarded if the Network Partner already received such compensation from ENEA, for the same purpose at any time since the Programme operation.

SECTION 6 PAYMENTS

- 6.1 Any and all payment of Funding to the Network Partner shall be made by ENEA to the Network Partner by transfer into the organisation's bank account specified in this Agreement.

SECTION 7 REPAYMENT IN CASE OF BREACH/TERMINATION FOR CAUSE

- 7.1 In case that the Network Partner breaches its obligations under this Agreement, including by misappropriating monies received, and/or failing to comply with its obligations under Section 2 and Section 3, ENEA shall have the right to decide on the consequences thereof which may – if the breach is substantial – include termination of this Agreement with immediate effect ("Termination for Cause"). Upon such Termination for Cause, all ENEA obligations of Funding or otherwise under this Agreement shall cease to exist, and all monies paid out to the Network Partner shall immediately become due for repayment in full or as may be determined otherwise by ENEA.

SECTION 9 LIABILITY

- 9.1 ENEA liability under or in connection with this Agreement, the Funding or otherwise shall strictly be limited to providing the monetary compensation subject to (a) the provision of this Agreement and (b) its receipt from CLC LE. There shall not be any other liability whatsoever on the part of ENEA to the Network Partner or any other third party including (a) contracts for goods and services or otherwise entered by the Network Partner or (b) damage caused by or in the performance of the Project. ENEA's willingness to provide the Funding may not be interpreted as a review of the BI and the Project for purposes other than its own, including whether the BI and/or Project may infringe any other entity's or person's rights, require consents, licences, permits or other prerequisites from public or private entities or persons, cause damage or is otherwise detrimental to persons, objects, the environment or otherwise.
- 9.2 Network Partner's total liability to ENEA under this Agreement shall be limited to the total amount of the Funding received.

SECTION 10 MISCELLANEOUS**10.1 Inconsistencies and severability**

Should any provision of this Project Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

10.2 No representation of other Parties

No Party shall be entitled to act or to make legally binding declarations on behalf of any other Party unless stated otherwise in this Agreement.

10.3 Notices and other communication

10.3.1 General. Unless provided otherwise in this Agreement, any notice to be given under this Agreement shall be in writing to the address of the respective Party specified in Schedule 2 hereto. Each Party shall have the right and be obliged to notify the other Party, in writing, on any change of persons or contact details. Until such notification is received, any communication shall be deemed properly made and received if made to the above address (or, in case of any change notified, to the most recent address notified).

10.3.2 Formal notices. If it is required in this Project Agreement that a formal notice, consent or approval shall be given such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail/telefax with recorded delivery.

10.3.3 Other communication. Any other communication between the Parties may also be affected by other means allowing a permanent storage including by e-mail.

10.4 Assignment and amendments/written form**10.4.1 Assignment**

Except as provided in this Agreement, no rights or obligations of the Parties arising from this Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior written approval.

10.4.2 Amendments/written form

Amendments to and modifications of this Agreement shall require a separate written agreement to be signed between the Parties.

10.5 Mandatory national law

Nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

10.6 Language

This Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

10.7 Applicable law

This Agreement shall be construed in accordance with and governed by the laws of Croatia excluding its conflict of law provisions.

10.8 Settlement of disputes

10.8.1 The Parties shall endeavour to settle their disputes amicably.

10.8.2 Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, which cannot be solved amicably shall be submitted to the exclusive jurisdiction of the courts of Rome/Italy.

10.9 Party addresses for notices and other communication

If to ENEA:

Name: Dr. Michele Penza

Phone: +39 0831 201422

Fax: +39 0831 201423

E-mail: michele.penza@enea.it

The Parties have caused this Project Agreement to be duly signed by the undersigned authorized representatives as follows:

Date and signature of the Network
Partner legal representative

Date and signature of ENEA
Representative/Delegate

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