

Agreement on the organisation of a progress seminar

BETWEEN:

The University of Toulon, a Scientific, Cultural and Professional Public Establishment, located avenue de l'université - 83130 La Garde – France, represented by Xavier LEROUX, President of the university,
SIRET : 198 307 662 00017, code APE 8542 Z
Hereinafter referred to as “UTLN”,

UTLN acting on behalf of the Laboratory CDPC, UMR 7318 DICE, directed by Mr Thierry DI MANNO.

On the one hand,

AND:

The University of Udine, located in Via Palladio, 8, 33100 Udine UD, Italia, represented by Roberto PINTON, Rector of the university
Hereinafter referred to as “UNIUD”,

UNIUD acting on behalf of the Department of legal sciences, directed by Ms Elena D'ORLANDO.

On the other hand,

UTLN and UNIUD are individually or jointly referred to as “Party” or “Parties”.

PREVIOUSLY STATED THAT:

UTLN obtained funding from the “GIP Mission de recherche Droit et Justice” to realize the research program entitled “Vulnerability, a new tool for promoting the effectiveness of fundamental rights? A comparative study of the case law of the European Courts and the French and Italian national courts”.

This research program includes the setting up of a progress seminar on 10th June 2022 at the Faculty of Law at the University of Udine and the purchase of specialized documentation, hereinafter the “Project”.

The Parties wish by this agreement to provide the conditions under which the part of the funding received by UTLN are transferred and used by UNIUD to organise the progress seminar.

IT IS AGREED AS FOLLOWS:

ARTICLE 1 – Purpose

The purpose of the present agreement is to specify the rights and obligations of the Parties concerning the Project.

ARTICLE 2 – Obligations of the Parties

UTLN commits to financially support the Project by transferring to UNIUD part of the funding received for the research program.

In return, UNIUD commits:

1. to provide three months after the seminar to UTLN with a certified statement of expenditure signed by accounting officer of UNIUD that respects the financing plan hereunder:

Mission costs	5 600 euros
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2. to provide before 15th July 2023 to UTLN with a certified statement of expenditure signed by accounting officer of UNIUD that respects the financing plan hereunder:

Specialized documentation	900 euros
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3. to incorporate UTLN logo and the funder's logo on every communication documents of the progress seminar.

In the event that :

- the amount spent by UNIUD is less than the amount transferred by UTLN, UNIUD undertakes to reimburse UTLN;
- the amount spent by UNIUD is more than the amount transferred by UTLN, UNIUD covers the extra costs;
- the funder considers that certain expenditure made by UNIUD is not eligible, the amount involved will be reimburse by UNIUD to the funder via UTLN.

ARTICLE 3 – Financial Details

UTLN pays UNIUD 6 500 (six thousand five hundred) Euros. This sum will not be subject to VAT. This sum will be paid by UTLN in one instalment at the signature of the agreement and upon presentation of a debit note sent to the following address: aurelie.paz@univ-tln.fr

Payment shall occur within 30 days after receipt of the debit note, by wire transfer to UNIUD bank account.

ARTICLE 4 – Duration

The agreement shall enter into force on the date of signature and shall expire on 15th October 2023.

ARTICLE 5 – Modification of the agreement

The questions related to the agreement which have not been provided are processed by mutual agreement of the Parties. Any modification of the agreement is subject to an amendment duly signed by the Parties.

ARTICLE 6 – Applicable Law – Disputes

The agreement will be executed and governed by French law.

The Parties shall endeavour to resolve amicably any dispute concerning the execution or interpretation of the agreement occurring during its period of application or later.

For this purpose, the Parties will have a period of four (4) weeks from the written notice of a Party to the other describing the subject matter of the dispute. In case of persistent dispute after this period, the Parties will take action before the competent French Court under the applicable rules of law.

Signed in 2 original copies,

For UTLN

Xavier LEROUX

President

At *la Garde*

On *15.06.2022*

Signature



A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "Université de Toulon" around the perimeter, "La Présidence" in the center, and two small stars on either side of the center text.

For UNIUD

Roberto PINTON

Rector

At

On

Signature



A handwritten signature in blue ink, appearing to read "Roberto Pinton", is written in a cursive style.

Annex 1: Translation in French of Articles 2 and 3

ARTICLE 2 – Obligations des Parties

UTLN s'engage à apporter son soutien financier à l'organisation du séminaire d'étape en versant à UNIUD une part du financement reçu pour le programme de recherche.

En retour, UNIUD s'engage :

1. à fournir trois mois après la tenue du séminaire d'étape à UTLN un relevé des dépenses certifié signé par l'agent comptable de UNIUD qui respecte le plan de financement suivant :

Frais de missions	5 600 euros
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2. à fournir avant le 15 juillet 2023 à UTLN un relevé des dépenses certifié signé par l'agent comptable de UNIUD qui respecte le plan de financement suivant :

Documentation spécialisée	900 euros
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3. à faire apparaître le logo de UTLN et celui du financeur sur tous les documents de communication du séminaire d'étape.

Dans le cas où :

- le montant dépensé par UNIUD est inférieur au montant transféré par UTLN, UNIUD s'engage à rembourser à UTLN le montant non dépensé.
- le montant dépensé par UNIUD est supérieur au montant transféré par UTLN , UNIUD s'engage à supporter les coûts supplémentaires;
- le financeur considère que certaines dépenses réalisées par UNIUD ne sont pas éligibles, le montant concerné sera remboursé par UNIUD au financeur via UTLN.

ARTICLE 3 – Détails financiers

UTLN verse à UNIUD 6 500 (six mille cinq cent) Euros. La somme n'est pas soumise à TVA. La somme sera versée par l'UTLN en un seul versement à la signature de la convention et sur réception d'une note de débit envoyée à l'adresse suivante: aurelie.paz@univ-tln.fr

Le paiement interviendra 30 jours après réception de la note de débit par virement bancaire sur le compte de UNIUD.