



INSTITUT DE HAUTES
ÉTUDES INTERNATIONALES
ET DU DÉVELOPPEMENT
GRADUATE INSTITUTE
OF INTERNATIONAL AND
DEVELOPMENT STUDIES

Collaborative Research Agreement

Between

Foundation for the Graduate Institute of International and Development Studies, through its **Graduate Institute of International and Development Studies (Geneva Graduate Institute)**, Chemin Eugène-Rigot 2A, Case postale 1672, 1211 Geneva 1, Switzerland, represented by Prof. Marie-Laure Salles, Director of the Geneva Graduate Institute, and Dr. Ioana Popp, Managing Director of the Hoffmann Centre for Global Sustainability,

And

The Economics and Business School of the National University of San Martín (EBS-UMSA), represented by Prof. Marcelo Paz, Dean,

And

The Economics and Business School of the National University of San Martín (EBS-UMSA), represented by Prof. Martín OBAYA, Deputy Director of the Centro de Investigaciones para la Transformación – CENIT.

(hereinafter collectively referred to as “the Parties” or individually as “the Party”)

Preamble

The Institute submitted a funding application to the SERI (State Secretariat for Education, Research and Innovation) in order to partially fund the research project entitled BASE - Battery Passport for Resilient Supply Chain and Implementation of Circular Economy, EU Horizon Grant 101157200, with the Institute appearing as principal applicant. On December 13, 2024, SERI responded favorably to this request for funding.

This Collaborative Research Agreement (hereinafter: the Agreement) aims to define the collaboration between the Parties to conduct the project entitled BASE-SERI Work Package 5.2.

THEREFORE, the Parties agree as follows:

Article 1 – Purpose of this Agreement

This Agreement aims to define the collaboration between the Geneva Graduate Institute, and the EBS-UMSA to conduct the project entitled BASE-SERI Work Package 5.2 (hereinafter: “the Project”).

Article 2 – Project

The Annexes describing the Project form an integral part of this Agreement.

Please refer to the Annexes 1, 2 and 3 (1: Work Plan for the Development of the Work Package 5.2; 2: Budget).



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Article 3 – Commitments of the Parties

The Parties undertake to perform the Project with care, skill and diligence promptly and in due time in accordance with the Annexes and the applicable professional standards. In particular, they shall be responsible to provide the appropriate resources required to perform the Project.

Each Party undertakes to:

- perform its task as mentioned in Annex 2
- comply with any applicable law, including but not limited to data protection, anti-bribery, employment, personal data, tax and social legislation, and any intellectual property rights arising out or used in the performance of this Agreement;
- deliver its results on a timely in advance of the deadlines of the deliverables as set up in Annex 2 and, in case of delay, take all the necessary measures at its own expenses to catch up;
- carry out any reasonable additional services or tasks necessary to the implementation of this Project at its own expenses;
- take all necessary measures to prevent any situation of conflict of interest.

Article 4 – Remuneration and Financial Commitments

The Geneva Graduate Institute shall pay 57,600 CHF to EBS-UMSA. This amount shall be paid in 3 instalments: 30% (CHF 17,280) upon the signature of this agreement (March 2025), 50% (CHF 28,800) at the end of June 2025 and a final instalment (20%, CHF 11,520) upon reception of a satisfactory report (August 2025) and a draft publication (November 2025).

Each Party undertakes to cover its own expenses related to this Agreement.

Each Party undertakes to have a separate specific fund for the amounts paid dedicated to this Project.

Article 5 - Duty of Information

In accordance with the good-faith principle, each Party shall exchange all relevant information to the successful implementation of this Agreement and its Annexes.

On the date this Agreement is signed, the contact persons are:

- **For the Geneva Graduate Institute:**
 - o Prof. Marc Hufty, Research Associate at the Hoffmann Centre for Global Sustainability, and Principal Investigator Projet Horizon Europe – CERI/BASE, Geneva Graduate Institute, marc.hufty@graduateinstitute.ch.
- **For Economics and Business School of the National University of San Martín:**
 - o Prof. Martin Obaya, Vice Director, CENIT, Investigator, CONICET, mobaya@unsam.edu.ar



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If the contact person of a Party changes during the duration of this Agreement, this Party shall inform the other Parties.

Article 6 - Confidential Information

Each Party (hereinafter: the “Receiving Party”) shall undertake not to disclose confidential information, data or materials (hereinafter: “Confidential Information”) provided by another Party (hereinafter: the “Providing Party”) and clearly marked as “confidential” by the Providing Party. Personal data are considered as Confidential Information.

The Receiving Party undertakes to use the Confidential Information only for purposes contemplated by this Agreement and disclose Confidential Information only to its collaborators, students or authorized subcontractors directly involved in the Project. The Receiving Party informs those collaborators, students and authorized subcontractors of this duty of confidentiality and, if necessary, make them sign a confidentiality statement.

This duty of confidentiality is not applicable to information, data or materials that:

- was publicly available and accessible at the time of disclosure;
- has become publicly available accessible after disclosure through no act or omission by the Receiving Party;
- can be shown by written records, that it was in the possession of the Receiving Party prior to the conclusion of this Agreement,
- was rightfully obtained by the Receiving Party from another and independent source without a duty of confidentiality; or
- was independently developed or generated by the Receiving Party without use or access to the Confidential Information.

This provision shall survive expiration or termination of this Agreement and continue in full force and effect, for a period of 5 years.

This duty of confidentiality shall no prevent a Party from disclosing to any competent authority based on a court or administrative decision or any other legal basis. In this event, this Party commits, in accordance with the law, to take all necessary measures to preserve the confidentiality of the information, data or materials, and to inform this disclosure to the Providing Party.

Article 7 – Warranty and Liability

Neither Party will be liable for performance delays, nor for non-performance due to causes beyond its reasonable control. In this event, such Party undertakes to inform the other Parties of the situation as soon as possible and take all the necessary measures to reduce the impact of this situation.

The Parties make no warranty or representation, expressed or implied, with respect to the performance, merchantability, efficiency or fitness for a particular purpose (outside the scope of this Agreement) of the results occurred in the framework of this Agreement.



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When using data collected by another Party or by a third party, a Party makes no warranty or representation, expressed or implied, that such data are correct, sufficient and complete.

Each Party's total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance of this Agreement shall be limited to fraud or willful misconduct.

Each Party shall defend, indemnify and hold harmless the other Parties, their officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement and its Annexes, except for injuries and damages caused by the sole negligence of such Party.

Article 8 – Intellectual Property

Without prejudice to any rights of third parties, each Party remains the owner of its intellectual property rights, data and previous results to this Agreement or arising out of parallel activities thereto.

Without prejudice to any rights of third parties, each Party is sole owner of the intellectual property rights arising from the results that it has sole implemented.

Without prejudice to any rights of third parties, intellectual property rights arising from the performance of this Project shall belong jointly to the Parties that have contributed to its performance. As the case may be, a written agreement shall be signed to define the modalities of protection and sharing of the intellectual property rights.

Each Party retains the inalienable right, free and not limited in time, to use data, information, plans, drawings or other items of joint intellectual property arising from the execution of this Agreement, for the purposes of subsequent internal research and teaching. To the extent possible, such information and data are anonymized before use.

When using information, results or intellectual property rights belonging to the other Party or to a third party within the framework of this Agreement, each Party shall ensure it is entitled to use this information, results or intellectual property rights.

Article 9 – Publication right

Each Party recognizes that, by virtue of their teaching, research and/or public interest mission, they are entitled to publish all results and knowledge obtained jointly between them within the framework of this Agreement.

Each planned publication or presentation of the data, knowledges or achieved results under this Agreement shall be submitted to the other Parties, within at least 20 days before the date of publication or presentation. The other Parties may request the amendment of the publication or the presentation if it includes Confidential Information or incorrect information. The amendment request must be sent to the Party who wants to publish or present at least 10 days before the date of publication or presentation. Failing that, the Party is allowed to publish or present.



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The name and logo of the Parties and the name of the contributors involved shall be mentioned in an appropriate manner in the presentation and/or publication taking into account of the practice concerning scientific publication.

Article 10 - Miscellaneous

This Agreement and its Annexes constitute the entire understanding between the Parties and supersede any prior communication, representations, or agreements whether oral or in writing related to the same object.

If any of the provisions of this Agreement is found to be null and void, the remaining provisions of this Agreement shall remain valid and continue to bind the Parties.

Upon termination of this Agreement or any clauses thereof for any reason, those clauses which are intended to continue and survive such termination shall so continue and survive.

Neither Party may assign or transfer any of its rights or obligations under this Agreement to any third party without prior written consent of the other Party.

Each Party warrants that it has not entered and shall not enter into any agreement with any third party which might conflict with this Agreement.

Article 11 - Entry into force, Duration and Amendment

This Agreement enters into force as on the date of the last signature of the Parties with effect from February 1st, 2025 and shall continue until the Project is completed and the Parties have discharged their obligations pursuant to this Agreement and its Annexes.

Any Party may immediately terminate this Agreement by written notice in the event of a material breach of this Agreement by another Party, which is either incapable of remedy or has not been remedied within thirty (30) days from written notice of such breach.

In the event of early termination, the Parties are required to comply with their obligations up to the date of termination, subject to any contrary provisions.

Any amendment to this Agreement shall be made in writing and shall be signed by the authorized representatives of the Parties.

At the end of this Agreement, each Party shall return to the other Parties all equipment, material and copies including Confidential Information belonging to another Party in its possession.



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Article 12 – Governing law and place of jurisdiction

In the event of any dispute, the Parties agree to seek an amicable long-term solution prior to taking it before the competent jurisdiction. If the Parties may not resolve amicably a dispute, it shall be referred to the signatories of this Agreement (or their successors), or their nominated representatives.

The place of jurisdiction is Geneva, Switzerland. This Agreement shall be governed in accordance with Swiss law without reference to its conflicts of law rules.

For the Geneva Graduate Institute :

Signé par :

5A496AD1728647D...

Marc Hufty

Research Associate

20-03-2025 | 17:23 CET

DocuSigned by:

E563EE55F23F443...

Bruno Chatagnat

Director of Administration

20-03-2025 | 17:54 CET

Signed by:

EA21E3C8A64D402...

Eric Sévérac

Finance Director

20-03-2025 | 18:49 CET

For the Economics and Business School of the National University of San Martín:

Signed by:

1F9E9B60BEE84E3...

Marcelo Paz

Mandatee

01-04-2025 | 20:27 CEST



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ANNEX 1

Work Plan for the development of the Work Package 5.2

Phase 1: Literature Review and Governance Framework Development (Month 1–4)

Tasks:

1. **Literature and Policy Review** (Month 1–2)
 - Identify and analyze governance structures related to raw materials, IPR, sustainability, and responsible sourcing.
 - Examine relevant EU regulations, and global governance frameworks (e.g. OECD, IRMA, etc.).
 - Map key stakeholders involved in governance (governments, private sector, civil society).
 - Conduct preliminary discussions with IHEID, ART, and FHG-SCAI to align with WP5 objectives.
2. **Comparative Analysis of Existing Standards** (Month 2–3)
 - Evaluate governance standards in mining, supply chains, and environmental management.
 - Develop a comparative framework to assess strengths and weaknesses of different standards.
 - Draft an internal working document with key governance dimensions for further refinement.

Phase 2: Governance Indicators and Evaluation Methodology (Month 3–4)

Tasks:

3. **Drafting the Governance Indicators Model** (Month 3–4)
 - Define key governance dimensions and criteria for evaluation.
 - Develop qualitative and quantitative indicators based on social sciences and sustainability methodologies.
 - Conduct internal validation of the preliminary indicators through expert consultation.

Deliverable 1: Summary and Comparison of Governance Standards (Month 4)

- Prepare a **document comparing existing governance standards**, outlining key takeaways and gaps.
- Share the document with project partners for feedback.
- Adjust governance indicators based on feedback before finalizing the model.

Phase 3: Model Refinement and Integration with Other Work Packages (Month 5–7)

Tasks:

1. **Model Refinement and Testing** (Month 5–6)
 - Apply governance indicators to selected case studies or datasets.
 - Validate and refine the model based on empirical results.
 - Engage with stakeholders to ensure practical relevance and usability.
2. **Integration with WP5.1, 5.3–5.6 Models** (Month 6–7)
 - Align governance indicators with other BASE models.
 - Ensure interoperability of the governance model within WP5's overall framework and toolkit.
 - Coordinate with IHEID and partners for final adjustments.



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Phase 4: Finalization and Scientific Output (Month 7–11)

Tasks:

- 7. Deliverable 2: Working Model of Governance Indicators (Month 8)**
 - Submit a final governance indicators model, integrated with WP5's broader analytical framework.
 - Prepare documentation and guidelines for implementation within the BASE toolkit.
- 8. Scientific Publication Drafting (Month 11)**
 - Develop at least one academic article on governance indicators in the battery value chain.
 - Identify target journals and submission strategy.

ANNEX 2

Anticipated Budget

57,600 CHF

Overheads (10%): 5,760 CHF

Assistants: 11,840 CHF

Investigator 1 (Prof. Martin Obaya) 20,000 CHF

Investigator 2 (Dr. Diego Murguía) 20,000 CHF

Certificado de finalización

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Estado: Completado

Asunto: Complete with DocuSign: Contract_P0179_EBS-UMSA

IHEID envelope purpose: Mandat

Sobre de origen:

Páginas del documento: 8

Firmas: 4

Autor del sobre:

Páginas del certificado: 5

Iniciales: 0

Dany Marques Rodrigues

Firma guiada: Activado

Chemin Eugène-Rigot 2, Case postale 1672

Sello del identificador del sobre: Activado

Genève 1, Genève 1211

Zona horaria: (UTC+01:00) Ámsterdam, Berlín, Berna, Roma, Estocolmo, Viena

dany.marques@graduateinstitute.ch

Dirección IP: 195.176.239.100

Seguimiento de registro

Estado: Original

Titular: Dany Marques Rodrigues

Ubicación: DocuSign

20/03/2025 15:40:59

dany.marques@graduateinstitute.ch

Eventos de firmante

Firma

Fecha y hora

Marc Hufty

marc.hufty@graduateinstitute.ch

Nivel de seguridad: Correo electrónico,
Autenticación de cuenta (ninguna)

Signé par :

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Bruno Chatagnat

bruno.chatagnat@graduateinstitute.ch

Director of Administration

IHEID - Geneva Graduate Institute

Nivel de seguridad: Correo electrónico,
Autenticación de cuenta (ninguna)

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Divulgación de firma y Registro electrónicos:

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Eric Sévérac

eric.severac@graduateinstitute.ch

Directeur Financier

Nivel de seguridad: Correo electrónico,
Autenticación de cuenta (ninguna)

Signed by:

EA21E3C8A64D402...

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Marcelo Paz

mpaz@unsam.edu.ar

Nivel de seguridad: Correo electrónico,
Autenticación de cuenta (ninguna)

Signed by:

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Eventos de copia de carbón	Estado	Fecha y hora
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Martin Obaya mobaya@unsam.edu.ar Nivel de seguridad: Correo electrónico, Autenticación de cuenta (ninguna) Divulgación de firma y Registro electrónicos: Aceptado: 18/03/2025 21:49:10 ID: cdd817ef-06e0-4e58-842b-f59553a7e6e5	Copiado	Enviado: 01/04/2025 20:27:22 Visto: 03/04/2025 15:07:31
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Eventos de notario	Firma	Fecha y hora
Resumen de eventos del sobre	Estado	Marcas de tiempo
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Completado	Seguridad comprobada	01/04/2025 20:27:23
Eventos del pago	Estado	Marcas de tiempo
Divulgación de firma y Registro electrónicos		

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- ii. send us an email to yourdata@graduateinstitute.ch and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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