

Partnership Agreement

101196580 SmartStart

The present Partnership Agreement for the SmartStart European Teacher Academy project, hereinafter referred to as “the Agreement”, is made and entered into by and between,

Stiftung Katholische Universität Eichstätt-Ingolstadt
represented by Katholische Universität Eichstätt-Ingolstadt,
Ostenstraße 26, 85072 Eichstätt
Germany

hereinafter referred to as the “coordinator”, represented for the purposes of signature of the Agreement by Prof. Dr. Gabriele Gien, president, the legal representative as defined in the Grant Agreement 101196580,

and the following beneficiaries:

1. Katholische Universität Eichstätt-Ingolstadt, represented by Gabriele Gien – established in Germany
2. Karlstads Universitet, represented by Lotta Utterberg – established in Sweden
3. Uniwersytet Komisji Edukacji Narodowej w Krakowie, represented by Robert Stawarz – established in Poland
4. Akademia WSB, represented by Ewelina Widerska – established in Poland
5. Uniwersytet im. Adama Mickiewicza w Poznaniu, represented by Rafal Witkowski – established in Poland
6. Universidade do Porto, represented by António Sousa Pereira – established in Portugal
7. Universitat Rovira i Virgili, represented by Joan-Miquel Canals – established in Spain
8. Fundacion Siglo22, represented by Joan-Miquel Canals – established in Spain
9. Trnavská Univerzita v Trnave, represented by Milos Lichner – established in Slovakia
10. NLA Høgskolen AS, represented by Mari Katriina Sagulin – established in Norway
11. Indícia, n.o., represented by Peter Halák – established in Slovakia
12. Hochschule Mittweida (FH) - University of Applied Sciences, represented by Katrin Fritzsche – established in Germany
13. Stockholms Stad, represented by Karin Henrekson Ahlberg – established in Sweden
14. Associação Nacional de Professores, represented by Paula Carqueja – established in Portugal

hereinafter referred to as the “beneficiaries”, represented for the purposes of signature of this Agreement by their legal representatives, according to the Mandates previously signed and attached to the Grant Agreement (here in Annex).

Where a provision applies without distinction to the "coordinator" and the "beneficiaries", for the purpose of this Agreement they will be collectively referred to as the "beneficiaries".

The parties hereby have agreed as follows:

Article 1 Subject of the Partnership Agreement

1.1 This Agreement defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ Teacher Academies action SmartStart (hereinafter referred to as the “project”).

1.2 The coordinator and the beneficiaries, undertake to do everything in their power to carry out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement 101196580, concluded between the coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency" or "EACEA"), related to the above-mentioned project.

1.3 The subject matter of this Agreement and the related work programme are detailed in the annexes of the Grant Agreement. The respective Grant Agreement terms and conditions, related annexes and guidelines, shall form an integral part of the present Agreement, and take precedence over it (see Article 18 of the present Agreement for the list of annexes).

1.4 The coordinator and the beneficiaries shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2 Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

Article 3 Obligations and responsibilities

3.1 General obligations and role of the beneficiaries (including the coordinator).

The beneficiaries:

- (a) are responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement and approved application, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) are responsible for complying with any legal obligations incumbent on them jointly or individually;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.

3.2 Specific obligations and role of the coordinator.

The coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;

- (b) be the intermediary for all communication between the beneficiaries and the Executive Agency, and inform the beneficiaries of any relevant communication exchanged with the Executive Agency;
- (c) inform the beneficiaries of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (d) as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the beneficiaries, as per the dispositions of the Grant Agreement;
- (h) provide one copy of this Agreement duly signed to each beneficiary provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the various reports templates and any other relevant document concerning the project.
- (i) transmit to the beneficiaries copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.

3.3 Specific obligations and role of each beneficiary (excluding the coordinator).

Each beneficiary undertakes to:

- (a) ensure adequate communication with the coordinator and with the other beneficiaries;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement;
- (c) submit in due time to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;
- (e) notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.

Article 4

Financing the action

4.1 The eligible costs of the Project for the period covered by the Agreement, are estimated at 1.499.898,54 EUR and must be actually incurred for the categories of costs indicated in the Annex the Agreement;

4.2 The corresponding maximum amount of the grant of the Project is 1.499.898,54 EUR, as detailed in the eligible budget in the Annex of the Agreement;

4.3 The incurred costs must be in-line with the tasks undertaken by each Party as detailed in the Annex (Description of the Action) of the Agreement and must comply with financial provisions of the Agreement.

Article 5 Payment Arrangements

5.1 The Coordinator shall make the payments relating to the subject matter of the Agreement to the Parties in three instalments in the following way:

- 1st instalment: Each Party shall receive an equivalent of 40% of its maximum grant following the receipt by the Coordinator and subject to the receipt of the pre-financing from the European Commission.

- 2nd instalment: Each Party shall receive an equivalent of 40% of its maximum grant following the approval by the European Commission of the costs it has declared in the “Statement on the use of the previous pre-financing instalment” and subject to the receipt by the Coordinator of all Parties’ supporting documentation referring to the 1st Reporting Period (M1-M18) and agreed outcomes foreseen in the action. Within this framework, the instalment will be released within 30 days after the receipt of the second pre-financing by the European Commission.

If the “Statement on the use of the previous pre-financing instalment” submitted by the Party shows that less than 70% of the previous pre-financing instalment paid has been used to cover costs of the action, the above rate will be reduced accordingly so as to match the difference between the 70% ceiling and the amount used.

- Final instalment: Each Party shall receive a final payment reimbursing the balance of 20% or covering his remaining part of the declared eligible costs in the final financial statement (up to the maximum of its foreseen up to the maximum of its grant as foreseen by the Agreement), following the approval by the European Commission of the final financial statement and subject to the receipt by the Coordinator of all Party’s supporting documentation declared therein and agreed outcomes foreseen in the action. Within this framework, the instalment will be released within 30 days after the receipt of the balance payment by the European Commission.

5.2 All payments shall be regarded as advances pending explicit approval by the European Commission of the final report, including approval of the eligibility of the costs, the corresponding cost statement and the quality of the results of the project.

5.3 Payments shall be made to the bank account that each Party will indicate to the Coordinator and subject the provision of the required information.

Article 6 Reporting

Each Party must send to the Coordinator:

6.1 A progress report on the implementation of the action (“Technical Report of Progress”) and a statement on the amount of previous pre-financing instalment used to cover costs of the action (“Statement on the use of the previous pre-financing instalment”) accompanied by the necessary supporting documents.

6.2 A final report on the implementation of the action (“Final Technical Report”), a final financial statement accompanied by the necessary supporting documents.

6.3 All reports must be submitted in English. The Coordinator shall provide the Party with the appropriate forms for the Technical and Financial reporting and the respective instructions for filling them in as well as a detailed list of all the required supporting documentatioInsofar as the Parties disclose to the Coordinator any information that is marked or should be understood as confidential, such as (but not limited to) personal data or records of the Party's personnel, the Coordinator shall keep the information confidential and not disclose such information to any third party, including other Parties, without a prior written permission of the disclosing Party. The Coordinator may disclose relevant confidential information to the EACEA to the extent necessary and solely for the purposes of

fulfilling the Coordinator's obligations towards the EACEA without a prior written permission of the disclosing Party.

Article 7

Confidentiality and data protection

7.1 The coordinator and the beneficiaries undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is marked as confidential according to the Grant Agreement. The parties shall remain bound by this obligation beyond the closing date of the action.

7.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of the Grant Agreement and applicable data protection law..

Article 8

Ownership and property rights

8.1 Project results, including copyrights and intellectual property rights are owned by the Party that generates them.

8.2 Copyrights shall be strictly safeguarded and permission for reproduction or other uses of results or background has to be settled beforehand.

8.3 Unless otherwise agreed in the Grant Agreement:

- Access rights to results and background needed for the performance of the own work of a Party under the project shall be granted on a non-exclusive and royalty-free basis for the duration and purpose of the project.
- Access rights to results needed for exploitation of a Party's own results shall be granted on fair and reasonable conditions.
- Access rights to background needed for exploitation of a Party's own results, shall be granted on fair and reasonable conditions.

10.4 If results are jointly owned by Parties, the joint owners shall agree on the exploitation of the results, protection measures and the division of related costs in a separate agreement. Unless otherwise agreed in the Grant Agreement, each of the joint owners shall be entitled to use their jointly owned results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).

Article 9

Liability

9.1 Each of the contracting parties discharges the other of any liability for any damages suffered by itself or its staff as a result of the performance of this Agreement, insofar as such damages are not caused by a wilful act or gross negligence of the other party or its staff.

9.2 Each Party shall be solely liable for any damages to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Agreement or from its use of results or background, insofar as such damages are not caused by a wilful act or gross negligence of the other party or its staff.

Article 10 Conflict of interest

10.1 The coordinator and beneficiaries must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

10.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the coordinator without delay, and the beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

10.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in the Grant Agreement.

Article 11 Working languages

11.1 The working language of the partnership shall be ¹English.

11.2 Both parties commit in allocating to the project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 12 Conflict resolution

12.1 In case of conflict between the project partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

12.2 Disputes should be addressed in writing to the project Steering Committee (a body elected during the first meeting consisting of representatives of all the project partners), that will try to mediate in order to resolve the conflict.

Article 13 Applicable law and jurisdiction

13.1 This Agreement is governed by German law.

13.2 In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the coordinator's country. The place of jurisdiction shall be Ingolstadt, Germany.

13.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to the parties.

13.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

¹ The working language must be understood and spoken by all parties involved in the consortium.

13.5 This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

Article 14 **Termination of the Agreement**

14.1 In the event that any of the beneficiaries fail to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate their participation in the project in compliance with the Grant Agreement.

Article 15 ***Force Majeure***

15.1 If either parties face a case of *force majeure* (as per defined in the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

15.2 Neither of the parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to *force majeure*. The parties shall take all necessary measures to minimise possible damage to successful project implementation.

Article 16 **Amendments**

16.1 Any amendments to this Agreement must be made in writing by means of a Supplementary Agreement, and become effective when signed by the authorised legal representatives of both parties. No oral agreement may bind the parties to this effect.

16.2 The amendment may not have the purpose or the effect of making changes which might call into question the dispositions of the Grant Agreement.

Article 17 **Annexes**

Annex I - Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.

Annex II - Individual Bank account of each beneficiary organisation.

Annex III - Internal Reporting forms.

Other Annexes

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

For the Coordinator
Katholische Universität Eichstätt-Ingolstadt
The legal representative
Gabriele Gien

(Signature and stamp)
Done in **Eichstätt/Germany**
Date

For the Beneficiary
Karlstads Universitet
The legal representative
Lotta Utterberg

(Signature and stamp)
Done in **Karlstad/Sweden**
Date

For the Beneficiary
Uniwersytet Komisji Edukacji Narodowej w Krakowie
The legal representative
Robert Stawarz

(Signature and stamp)
Done in **Kraków/Poland**
Date

For the Beneficiary
Akademia WSB
The legal representative
Ewelina Widerska

(Signature and stamp)
Done in **Dąbrowa Górnicza/Poland**
Date

For the Beneficiary
Uniwersytet im. Adama Mickiewicza w Poznaniu
The legal representative
Rafal Witkowski

(Signature and stamp)
Done in **Poznań/Poland**
Date

For the Beneficiary
Universidade do Porto
The legal representative
António Sousa Pereira

(Signature and stamp)
Done in **Porto/Portugal**
Date

For the Beneficiary
Universitat Rovira i Virgili
The legal representative
Joan-Miquel Canals

(Signature and stamp)
Done in **Tarragona/Spain**
Date

For the Beneficiary
Fundacion Siglo22
The legal representative
Joan-Miquel Canals

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For the Beneficiary
Trnavská Univerzita v Trnave
The legal representative
Milos Lichner

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Done in **Trnava/Slovakia**
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For the Beneficiary
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The legal representative
Mari Katriina Sagulin

(Signature and stamp)
Done in **Oslo/Norway**
Date

For the Beneficiary
Indícia, n.o.
The legal representative
Peter Halák

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Done in **Bratislava/Slovakia**
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