

Erasmus+ Programme

Capacity-Building projects in the field of Higher Education (E+CBHE)

Guidelines for the Partnership Agreement

VERSION 01: 15 DECEMBER 2015

INTRODUCTION

The following document aims to assist Erasmus+ Capacity Building projects in the field of Higher Education in preparing their Partnership Agreement(s). The examples of provisions / articles provided do not reflect any official position / recommendation. The Executive Agency cannot be held responsible for any use that may be made of the information contained herein.

Please note that a Partnership Agreement is a commitment complementary to the Grant Agreement signed with the Executive Agency and to the mandates signed by each beneficiary.

As mentioned under Article I.10.5 of the Grant Agreement, the beneficiaries are required to lay down the detailed provisions for their relations and for the implementation of the project. These provisions shall be formalised in a Partnership Agreement to be signed by the coordinating institution and the beneficiaries. A copy of the Partnership Agreement(s) must be provided to the Executive Agency within 6 months of the signature of the Grant Agreement.

The Partnership Agreement can either be multilateral (i.e. single agreement signed by the coordinator and all the other beneficiary organisations) or bilateral (i.e. a different agreement signed between the coordinator and each beneficiary organisation) and should be drafted in the working communication language of the Partnership.

Provisions of the Partnership Agreement(s) may be differentiated according to the special needs/requirements of each beneficiary, provided that transparency is ensured within the partnership.

The objective of the Partnership Agreement is to ensure that:

- the provisions for project implementation and for interactions between beneficiaries are clearly agreed and communicated to all partners;
- the relevant authorities of the participating organisations agree on its implementation aspects from an academic, administrative, legal and financial point of view;
- potential disputes/misunderstandings between participating organisations are avoided and/or resolved through the dispositions contained in the Partnership Agreement.

In particular, the Partnership Agreement should provide a comprehensive description of:

- beneficiaries' rights and obligations within the framework of the project and the Grant Agreement;
- beneficiaries' role and responsibilities in carrying out the work programme;
- management and governance modalities;
- financial management and related rules, in particular for what concerns:
 - the budget structure (co-financing, breakdown of budget per activity and beneficiary, modalities of transfer of funds, etc.);
 - remuneration policy for staff;
 - payment modalities (reimbursement for travels and costs of stay, etc.);
- reporting mechanisms;
- conflict management mechanisms in case of problems or tasks/activities not properly implemented;
- communication strategy (project website, promotional material and its dissemination, dissemination and exploitation plan);
- sustainability strategy;
- any other relevant topic for the efficient implementation of the project;

Partnership Agreement

2016 - 3684 / 001 - 001

Solutions académiques pour le Territoire Euro-méditerranéen Leader d'Innovations et Transferts technologiques d'excellence SATELIT

The present Partnership Agreement, hereinafter referred to as "the Agreement", is made and entered into by and between,

UNIVERSITÉ D'AIX-MARSEILLE Boulevard Charles Livon, 58 13 284 Marseille cedex 7, France

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by Yvon BERLAND, President, the legal representative as defined in the Grant Agreement number 2016 - 3684 / 001 - 001,

and the following beneficiary:

UNIVERSITÀ DEGLI STUDI DI TORINO Via Verdi 8 10 124 Torino, Italy

hereinafter referred to as the "beneficiary", represented for the purposes of signature of this Agreement by its legal representative, according to the Mandate previously signed and attached to the Grant Agreement (here in Annex VII).

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+ CBHE action SATELIT (hereinafter referred to as the "project") "Solutions Académiques pour le Territoire Euro-méditerranéen Leader d'Innovations et Transferts technologiques d'excellence".
- 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 2016 3684 / 001 001, concluded between the coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), related to the abovementioned 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 Annex VII).
- 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 (15th October, 2016).
- 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 jointly 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 jointly 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 Article I.4 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 Article I.4 of the Grant Agreement;
- (h) provide one copy of this Agreement duly signed to each beneficiary and to the Executive Agency within 6 months of the signature of the Grant Agreement.
- (i) provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the Guidelines for the Use of the Grant, the various reports templates and any other relevant document concerning the project.
- (j) 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.

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.
- (g) participate actively in the success of the project through the attendance to the meetings, answering to the coordinator's communications, supplying supporting documents and cooperating with project dissemination.

Article 4 Financing the action

- 4.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to EUR 886.231,00 and shall take the form as stipulated in Annex III of the Grant Agreement.
- 4.2 The Erasmus+ grant contribution is awarded to the partnership under the form of:
- a "reimbursement of actual costs" for Equipment and Subcontracting costs
- a "unit contribution" to the costs incurred for Staff costs, Travel costs and costs of Stay
- 4.3 The grant contribution to the project is intended to cover only part of the costs actually incurred by the beneficiaries in carrying out the activities foreseen. The beneficiaries commit to provide additional resources to the project so as to ensure its full implementation in accordance with the Grant Agreement.
- 4.4 Full details of the estimated budget breakdown per funding source, beneficiary and budget category is given in Annex I of this Agreement.

Article 5 Payment arrangements

- 5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary using the accounts stipulated in Annex V of this Agreement.
- 5.2 The transfer of the Erasmus+ grant contribution to individual beneficiaries will be implemented in accordance with the following timetable and procedure:

Payment(s) in advance

The coordinator will transfer to the respective account of each beneficiary in advance of the actual activities (/expenditures) a part of the estimated Erasmus+ grant contribution identified under Annex I of this Agreement, in the following way:

5.2.1 First payment of 15.276,00 € of the estimated Erasmus + grant contribution at the time of signature of the Grant Agreement, see breakdown in following table :

P4 UNIVERSITÀ DEGLI STUDI DI TORINO, Italy		
Travel costs and costs of stay	4.935,00 €	
Staff costs Staff costs	11.083,00 €	
Kick-off meeting advance (to be deduced)	742,00 €	
Total to transfer	15.276,00 €	

5.2.2 Further advance payments of the estimated Erasmus+ grant contribution dedicated to travel and costs of stay will be made minimum 30 days prior to any trips that are linked to the Satelit project on the condition that the requested proofs of expenditure/activity concerning previous trips already made have bee transferred to the project coordinator.

- 5.2.3 Providing that the requested proofs of actual days worked on the project have been transferred to the project coordinator in accordance with the time-frame set out in the Satelit project (see Annex III), a further advance payment of 40% of the estimated Erasmus+ grant contribution dedicated to staff costs will be made when the coordinator has received the second pre-financing payment from the EACEA.
- 5.2.4 The second pre-financing payment from the EACEA can only be requested once 70% of the first pre-financing payment has been spent and proven by the partnership. Thus, article 5.2.2 and 5.2.3 will apply on the condition that the beneficiary has provided supporting documents to prove that 70% of the funds they have received from the coordinator has been spent in order for the coordinator to make the second pre-financing payment request.
- 5.3 Beneficiaries are obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the beneficiaries will be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.
- 5.4 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the project, the following procedure will apply:
 - 1) the beneficiary responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator.
 - 2) the beneficiary commit to take in charge a percentage of the ineligible amount(s) corresponding to their share of the Erasmus+ grant and will reimburse it to the coordinator.
- 5.5 The costs of financial transfers shall be borne as following:
 - The costs of dispatch/receipt charged by the bank will be borne by the party receiving the transfer.
 - Costs of repeated transfers caused by one of the parties will be borne by the party responsible.

Article 6 Reporting

- 6.1 The coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the beneficiaries commit to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.
- 6.2 The coordinator shall provide the beneficiaries with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO.
- 6.3 The beneficiaries shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for a period of 5 years after the payment of the final balance under the Grant Agreement. The coordinator may reject any item which cannot be justified in accordance with the rules set out by the Executive Agency in the Grant Agreement and in the Guidelines for the Use of the Grant.

Article 7 Budgetary and financial management

- 7.1 The Erasmus+ grant contribution to the project's staff costs, travel costs and costs of stay will be calculated on the basis of "unit contributions" whose individual amounts are specified in the Erasmus+ Programme Guide, in the Guidelines for the Use of the Grant and in the Guidelines for the Special Mobility Strand (when applicable).
- 7.2 For the implementation of the project and the beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the partnership will
 - apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant. In the event that real costs are higher than unit costs allocated, the beneficiary will use co-financing.
- 7.3 The Erasmus+ grant contribution to the project's equipment and subcontracting costs will be based on the justification of the costs actually incurred. This justification will take the form of the support documentation specified in the relevant section of the Guidelines for the Use of the Grant.
- 7.4 The beneficiaries confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.
- 7.5 Each beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in project activities.

Article 8 General administrative provisions

8.1 Any important project related communication between the parties shall be done in writing and addressed to the appointed project manager of each beneficiary, as per the details below:

For the Coordinator:
Michel AUTRIC
UNIVERSITÉ D'AIX-MARSEILLE
60, rue Joliot Curie, Bât Polytech – Unimeca
13 453 Marseille
michel.autric@univ-amu.fr

For the Beneficiary:
Gianmaria AJANI
UNIVERSITÀ DEGLI STUDI DI TORINO
Via Verdi 8 – 10 124 Torino, Italy
Enrico GASTALDI: enrico.gastaldi@unito.it

8.2 Any changes to the above information should be communicated in a timely manner.

Article 9 Promotion and visibility

9.1 The coordinator and the beneficiaries shall ensure adequate promotion of the project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the project.

9.2 Any notice or publication by the project, including at a conference or a seminar, must specify that the project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

Article 10 Confidentiality and data protection

- 10.1 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 duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.
- 10.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article II.6 of the Grant Agreement.

Article 11 Ownership and property rights

- 11.1 The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiaries, in compliance with Article I.7 of the Grant Agreement.
- 11.2 Materials already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

Article 12 Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

Article 13 Conflict of interest

- 13.1 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.
- 13.2 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.
- 13.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

Article 14 Working languages

- 14.1 The working language of the partnership shall be French.
- 14.2 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 15 Conflict resolution

- 15.1 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.
- 15.2 Disputes should be addressed in writing to the project Steering Committee (or a body consisting of representatives of all the project partners), that will try to mediate in order to resolve the conflict.

Article 16 Applicable law and jurisdiction

- 16.1 This Agreement is governed by the French law, being the law of the coordinator's country.
- 16.2 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.
- 16.3 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 both parties.
- 16.4 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.
- 16.5 This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

Article 17 Termination of the Agreement

- 17.1 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, upon formal written authorisation by the Executive Agency.
- 17.2 The coordinator shall notify the beneficiary in cause by registered letter. The beneficiary has one month to supply all relevant information to appeal the decision.

Article 18 Force Majeure

18.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

18.2 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 19 Amendments

- 19.1 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.
- 19.2 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 20 Annexes

Annex I - Estimated partnership budget

Annex II - Detailed budget per institution

Annexe III - Overview of supporting documents per budget heading

Annex IV - Documents for project management

Annex V - Bank account of the beneficiary

Annex VI - Guidelines for the use of the grant

Annex VII - Copy of the Grant agreement

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

The legal representative President Yvon BERLAND

Signature and stamp Done in Marseille

Date

For the Beneficiary
The legal representative

President Gianmaria AJ

Signature and stamp Done in Torino

Date 01. 06. 2012

ANNEX I - ESTIMATED PARTNERSHIP BUDGET

	EUR	
I. STAFF COSTS	351.109,00	
II. TRAVEL COSTS	97.800,00	
III. COSTS OF STAY	195.960,00	
IV. EQUIPMENT	191.400,00	
V. SUBCONTRACTING	49.962,00	
TOTAL GRANT CONTRIBUTION	886.231,00	

The MAXIMUM European Union grant to cover the eligible expenditure incurred by the partnership during the period covered by this contractual partnership agreement is **EUR 886.231,00**.

- First pre-financing payment by the EACEA to the Coordinator:

50% of the maximum amount : 443.115.50 €

received by the Coordinator on 23rd January 2017 and announced to each beneficiary together with the delivery of the Grant agreement (and its Annex I translated in French).

Other payments: specified in the Grant agreement in Article I.4, signed both by the Coordinator and the EACEA and sent to each beneficiary during January 2017.

ANNEX II - DETAILED BUDGET PER INSTITUTION

Use the excel document e-mailed to the consortium by the coordinator.

ANNEX III - OVERVIEW OF SUPPORTING DOCUMENTS PER BUDGET HEADING

Deadlines:

- mid-term report by the Coordinator to the EACEA: 14 October 2017 - final report by the Coordinator to the EACEA: 14 December 2018

Reimbursement basis	Budget Headings	Documents to retain with project accounts by the beneficiary to the Coordinator	Documents to be sent with the Final report by the Coordinator
ACTUAL COSTS	Equipment	☐ Invoices ☐ Bank statements ☐ Tendering procedure for expenses exceeding 25.000€ ☐ Proof that the equipment is recorded in the inventory of the institution	☐ Invoices and three quotations from different suppliers for expenses exceeding 25.000€ ☐ Any prior authorisation from the Agency
	Subcontracting	☐ Subcontracts ☐ Invoices ☐ Bank statements ☐ Tendering procedure for expenses exceeding 25.000€ ☐ Tangible outputs/products*	☐ Subcontracts, invoices and three quotations from different suppliers for expenses exceeding 25.000€ ☐ Any prior authorisation from the Agency
	Staff	☐ Formal employment contract ☐ Joint declaration ☐ Time sheets ☐ Salary slips* ☐ Agendas* ☐ Attendance / Participant lists* ☐ Tangible outputs/products* ☐ Minutes of meetings*	☐ No supporting documents should be sent with the Fina report, except for any prior authorisation from the Agency
UNIT COSTS	Travel and Costs of Stay	☐ Individual Travel Report (ITR) ☐ Invoices, receipts, boarding passes* ☐ Agendas* ☐ Attendance / Participant lists* ☐ Tangible outputs/products* ☐ Minutes of meetings*	☐ No supporting documents should be sent with the Fina report, except for any prior authorisation from the Agency

VII of the Agreement).

^{*} Examples of supporting documents. Please note that in the case of unit costs this list cannot be exhaustive as it depends on the actual outputs of the project and the quality of the documentation provided. As a general rule, please keep all possible results to be able to show-case your activities.

ANNEX IV - DOCUMENTS FOR PROJECT MANAGEMENT

JOINT DECLARATION INDIVIDUAL TRAVEL REPORT TIME SHEET

to be uploaded on:

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-field-higher-education-2016_en

ANNEX V - BANK ACCOUNT OF THE BENEFICIARY

Name of the bank Adress of branch Name and adress of account holder Full account number (including bank codes) IT07N0306909217100000046985 IBAN account code BIC code **Intra-community VAT number**

Intesa Sanpaolo S.p.A. Via Monte di Pietà, 32, 10122 Torino Università degli Studi di Torino IT07N0306909217100000046985 **BCITITMM** IT 02099550010

Signature of the legal representative of the partnership agreement

President Gianmaria AJANI

ANNEX VI - GUIDELINES FOR THE USE OF THE GRANT

Use the pdf document provided by the EACEA and e-mailed to the consortium by the coordinator or to be uploaded on:

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-field-higher-education-2016_en

ANNEX VII - GRANT AGREEMENT

for an action with multiple beneficiaries signed between the coordinator and the EACEA.

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Copy e-mailed to the consortium by the coordinator.