

**ERASMUS +**

**Simulation Approach For Education and Training in emergency/ SAFETY**

**Project number – 621605-EPP-1-2020-1-IT-EPPKA2-KA**

**PARTNER AGREEMENT**

This agreement, drawn up under the programme ERASMUS + KA2 Key Action 2 (KA2) — Cooperation for innovation and the exchange of good practices: Knowledge Alliances, call for proposal EAC/A02/2019, shall govern relations between:

**University of Foggia**

Address of the organisation (street, house/suite number): via Gramsci 89/91

Postal code and city: 71122, Foggia

Organisation PIC Number: 999888514

VAT (Tax Identification Number): IT03016180717

Represented by: Pierpaolo Limone

hereinafter referred to as "the Coordinator",

on the one hand

and

**Full name of the Partner's organisation:**

**Address of the organisation (street, house/suite number):**

**Postal code, city and country:**

**Organisation PIC Number:**

**VAT (Tax Identification Number):**

**Represented by:**

hereinafter referred to as "the Partner"

on the other hand,

Which have agreed as follows:

**Article 1/Subject**

1. Having regard to the provisions of Regulation (R) no. 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing "Erasmus+" the Union programme for education, training, youth and sport and repealing Decisions no. 1719/2006/EC, no. 1720/2006/EC and no. 1298/2008/EC, the Regulation (EU, Euratom) N° 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the EU and repealing Council Regulation N° 1605/2002, the Commission Delegated Regulation (EU) N° 1268/2012

of 29 October 2012 on the rules of application of Regulation (EU, Euratom) N° 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the EU, the Coordinator and the Partner commit themselves to carrying out the work programme covered by this agreement.

2. This work programme comes under the Agreement n°621605 concluded between the Coordinator and the EACEA.

3. The total cost of the project for the contractual period referred to by the Agreement n°621605 all financing combined, is estimated at 932.779,00EUR (including all taxes and duties).

4. This agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the SAFETY project under the Agreement n°621605 concluded between the Coordinator and the EACEA.

5. The subject matter of this agreement and the related work programme are detailed in the annexes, which form an integral part of this agreement and that each party declares to have read and approved.

#### **Article 2/Duration**

1. The project referred to in Article I.1 has a duration of 36 months. It starts on 01.11.2020 and ends 31.10.2023.

2. This agreement enters into force on the date of signature by the last of both participating parties to the agreement. The Agreement expires on the day on which the balance is paid pursuant to Article I.4 as set out in the Contract Agreement n°621605 concluded between EACEA and the Coordinator (*Annex I*);

3. The period of eligibility of the costs starts on 01.11.2020 and ends 31.10.2023.

#### **Article 3/Obligations of the Coordinator**

The Coordinator shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this agreement and in its annexes, in accordance with the objectives of the project as set out in the Contract Agreement n°621605 concluded between EACEA and the Coordinator (*Annex I*) and its amendments;

2. to perform all the activities described in the detailed project description (*Annex II*) and updated Gantt chart (*Annex IV*);

3. to send to the Partner the various reports and of any other official document concerning the project;

4. to notify and provide the Partner with any amendments made to the Agreement n°621605 concluded between the Coordinator and the EACEA;

5. to define in conjunction with the Partner the role and rights and obligations of the project parties.

6. to comply with all the provisions of the Agreement n°621605 concluded between the Coordinator and the EACEA, and its amendments, binding the Coordinator to EACEA and respecting all the provisions of the Erasmus+ Guide 2020.

#### **Article 4/Obligations of the Partner**

The Partner shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this agreement and in its annexes, in accordance with the objectives of the project as set out in the Agreement n°621605 concluded between the Coordinator and the EACEA (*Annex I*) and its amendments;
2. to comply with all the provisions of the Agreement n°621605 concluded between the Coordinator and the EACEA, and its amendments, and respecting all the provisions of the Erasmus+ Guide 2020;
3. to perform all the activities described in the detailed project description (*Annex II*) and updated Gantt chart (*Annex IV*); additionally, as a WP leader to manage the work within WP and to deliver results to the Coordinator;
4. to communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project;
5. to accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
6. to define in conjunction with the Coordinator the role and rights and obligations of the project parties;
7. to provide the Coordinator with reliable, true and accurate information about financial costs of the Project and – if appropriate – ineligible costs; otherwise the Partner shall be charged with the costs incurred by the Coordinator due to being provided with unreliable and inaccurate information.

#### **Article 5/Financing**

1. The total expenditure to be committed by the Partner for the period covered by this agreement is indicated in the official project budget (*Annex III*), also included as annex in the Contract Agreement n°621605 concluded between EACEA and the Coordinator (*Annex I*)

#### **Article 6/Payments**

1. The coordinator will transfer the budget share of the beneficiary concerned considering the first pre-financing instalment, corresponding to the 40% of the total estimated Erasmus+ grant contribution, in the following way:
  - once the Coordinator has signed the Grant Agreement and received the first pre-financing instalment from the Commission and

- once the Coordinator and the partner have exchanged a copy of the Partnership Agreement signed, at least in digital format
2. The Coordinator will transfer the second pre-financing instalment corresponding to the 40% of the total estimated Erasmus+ grant contribution to the respective account of each beneficiary after receipt from the Executive Agency without unjustified delay provided the following conditions:
    - (i) the beneficiary has duly filled in and provided in due time the contributions to the reports, both narrative and financial;
    - (ii) the coordinator has checked, monitored and verified the above mentioned contributions to the report;
    - (iii) The coordinator has monitored and verified that the Party has contributed to an efficient and effective implementation of the Project for the period concerned as set in the GA;
    - (iv) The Party is not a Defaulting Party;
    - (v) at least the 70% of the First pre-financing instalment has been used up;
    - (vi) the Commission has approved the Progress Report on the implementation of the Action due by the coordinator at the latest on 30/06/2022 (60 calendar days from the end of M18);
    - (vii) the Commission has transferred the second pre-financing installment to the Coordinator.
  3. A Party which spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only.
  4. A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.
  5. The Coordinator is entitled to withhold any payments due to a Beneficiary identified by a responsible Consortium Body to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or to a Beneficiary which has not yet signed this Consortium Agreement.
  6. The Coordinator is entitled to recover any payments already paid to a Defaulting Beneficiary.
  7. The Coordinator is equally entitled to withhold payments to a Beneficiary when this is suggested by or agreed with the Executive Agency.
  8. If due, the Coordinator will proceed with the payment of the balance of each Beneficiary within 30 days of the receipt of the payment of the balance by the Executive Agency to the Coordinator. The Final Report is due by 31.12.2023 (two months after the end of the project).
  9. 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.

10. 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: the beneficiary responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator.

#### Article 7/Bank account

The Partner declares that the bank account details given below are the details of the bank account appropriate for payments referred to in Article 6.

|   |  |  |  |
|---|--|--|--|
| Full name of the Partner's organisation     |  |  |  |
| Currency                                    |  |  | EURO   |
| Account holder's name:                      |  |  |  |
| Name of the bank:                           |  |  |  |
| IBAN – (International Bank Account Number): |  |  | Bank code, BIC (Bank Identifier Code), SWIFT |

Signature and stamp  
of the Legal Representative

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The Coordinator must be notified in advance and in writing of any changes regarding the above mentioned bank account.

#### Article 8/Reports

1. The Partner shall provide the Quarterly Report, respecting the deadline presented here below:

| Number of the QR | Deadline   |
|------------------|------------|
| 1st QR:          | 08.02.2021 |
| 2nd QR:          | 07.05.2021 |
| 3rd QR:          | 09.08.2021 |
| 4th QR:          | 08.11.2021 |
| 5th QR           | 07.02.2022 |
| 6th QR           | 09.05.2022 |
| 7th QR           | 08.08.2022 |
| 8th QR:          | 07.11.2022 |
| 9th QR:          | 06.02.2023 |

|          |            |
|----------|------------|
| 10th QR: | 08.05.2023 |
| 11th QR: | 07.08.2023 |
| 12th QR: | 06.11.2023 |

2. The Partner shall provide the Time Sheets, respecting the deadline presented here below:

| Number of the TS | Deadline   |
|------------------|------------|
| 1st TS:          | 08.02.2021 |
| 2nd TS:          | 07.05.2021 |
| 3rd TS:          | 09.08.2021 |
| 4th TS:          | 08.11.2021 |
| 5th TS:          | 07.02.2022 |
| 6th TS:          | 09.05.2022 |
| 7th TS:          | 08.08.2022 |
| 8th TS:          | 07.11.2022 |
| 9th TS:          | 06.02.2023 |
| 10th TS:         | 08.05.2023 |
| 11th TS:         | 07.08.2023 |
| 12th TS:         | 06.11.2023 |

3. The Partner shall provide the Coordinator with any information and documents required for the preparation of the interim and final report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative (if requested).

4. The Partner shall provide the Coordinator with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative (such as pay-slips of the staff members involved in the activities, proofs of payment of the pay-slips, employment contracts, etc. if requested).

5. Supporting documents will include inter alia:

- materials as agreed with the Project Coordinator such as: original Time Sheets, Quarterly Reports, financial reports, documents demonstrating dissemination activities, documents demonstrating activities performed or report prepared;
- original receipts and documents not previously submitted for expenses incurred for the project and related to the staff costs, and copies of the original documents submitted (see also Annex Guidelines for the Supporting Documents needed)
- any other documents required by EACEA.

#### **Article 9/ Monitoring and supervision**

1. The Partner shall provide without delay the Coordinator with any information that the latter may request from him concerning the carrying out of the work programme covered by this agreement.

2. The Partner shall make available to the Coordinator any document making it possible to check that the aforementioned work programme is being or has been carried out.

3. In the event of financial and/or operational auditing by EACEA, the European Commission, the European Court of Auditors or any other duly authorised person, the Partner shall co-operate with the Coordinator such that the latter has all the necessary information or, should the occasion arise, with any documentary or on-the-spot control and this for the whole contractual period and during the 5 years following the date of completion of the agreement.

#### **Article 10/ Penalties**

In case of non-compliance of publicity obligation and for poor, partial or late implementation penalties may be applied as it is stated in the article I.13 of the Contract Agreement n°621605.

#### **Article 11/ Liability**

1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this Agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.

2. The Partner shall protect EACEA, the Coordinator and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this agreement, to the extent that these damages are not due to the serious or intentional negligence of EACEA, the Coordinator or their personnel.

#### **Article 12/ Steering Committee**

1. Steering Committee (SC) will be composed of one representative for each organization and led by the Coordinator. SC will coordinate the project at the scientific and technical level and will represent the decision-making body of the project. The members of the SC will be listed in the Quality Assurance Plan (QAP).

#### **Article 13/ Conflict Resolution Mechanism**

1. Each person involved in the project shall report any problems or serious concerns regarding the project development (related to management, progress, quality of products, etc.) or any conflict with other partners to University of Foggia as the Coordinator. The identification of any conflict is responsibility of all project participants, which should notify disagreement to the project manager who should trigger the conflict resolution procedure, escalating to higher levels only if necessary.
2. Coordinator will analyze the problems and will try to find a solution at the lowest level, in an amicable way, without the participation of other partners.

3. If that fails, the procedure to be applied is the following:
  - the Coordinator will separately contact all parties within 1 week, to identify the different viewpoints, and thus starting the “level 1”. Based on a clarification of viewpoints, the Coordinator will try to achieve consensus by proposing a solution within 2 weeks. If the solution is achieved, it should be recorded in a short report; if not, no documents should be produced, and the problem escalates.
  - If level 1 fails, the project manager will convene the Steering Committee within 1 week. At this level, all work will be in writing. If necessary, the Steering Committee can authorize the Coordinator to claim help from Knowledge Alliance Team.
  - If level 2 fails, a special partnership meeting will be called within 2 weeks by the project manager. Partner representatives will be required to vote on the issue.

#### **Article 14/ Applicable law and settlement of disputes**

1. Where no amicable solution can be reached, the courts of the Coordinator’s country shall have sole jurisdiction in any dispute between the contracting parties in respect of this agreement. The law applicable to this Agreement shall be the law of Italy.

#### **Article 15/ Attribution of the intellectual property rights**

1. The materials developed and elaborated through SAFETY project and declared as “public” in the Project Description (*Annex II*) will be in the public domain and introduced with an open license as indicated in the WPs description. The nature of these open materials means that anyone can legally and freely access and use them for non-commercial purposes (i.e. for education and training programs).

2. In case of joint results and data elaborated through SAFETY project, the dissemination of results by one or several partners including, but not restricted to, scientific publications and presentations, shall be accompanied and discussed by prior notice of any planned publication to the other Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in accordance with the Grant Agreement in writing to the Coordinator and to the partner or partners proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted. Moreover, a partner shall not include in any dissemination activity another partner's results or background without obtaining the owning partner's prior written approval, unless they are already published.

3. All the other provisions related to the rights and ownership and use of the results are explained at the Article I.8 Grant Agreement for an Action with multiple Beneficiaries (Agreement n°621605 concluded between the Coordinator and the EACEA and its amendments).



**Article 16/Termination of the agreement**

- 1. The Coordinator may terminate the agreement if the Partner has inadequately discharged or failed to discharge any of the contractual obligations.
- 2. In the event of termination of this agreement article II.16 of the Contract Agreement n°621605 is applied.
- 3. The Partner shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this agreement.

**Article 17/ Amendments or additions to the agreement**

Amendments to this agreement shall be made in writing and signed on behalf of each party.

**Annexes:**

**Annex I:** Grant Agreement for an Action with multiple Beneficiaries (the Agreement n°621605 concluded between the Coordinator and the EACEA) and its annexes

**Annex II:** Project Description

**Annex III:** Project Budget

**Annex IV:** Updated GANTT

**Annex V:** Guidelines for the Supporting Documents needed

Done ....., in two copies.

For the Partner,

For the Coordinator,

The legal representative

The legal representative

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\_\_\_\_\_

Date: \_\_/\_\_/\_\_\_\_

Date: \_\_/\_\_/\_\_\_\_