



Key Action 2 - STRATEGIC PARTNERSHIP



Partnership Agreement

Project Title:

**EDUCating for Positive Management
"EDUC+M"**

Project Ref.:

2020-1-FR01-KA203-080593



200 avenue de la République
92001 Nanterre Cedex
www.parisnanterre.fr

Nanterre, October 27th, 2020

PÉCSI TUDOMÁNYEGYETEM
Att: Dávid Tóth
7622 Pécs, Vasvári Pál u 4,
Hungary

International Relations Office

Partnership agreement EDUC+M 2020-1-FR01-KA203-080593

Contact :
Jennifer MAJOR
jennifer.major@parisnanterre.fr
+33.1.40.97.72.90

Dear Dávid,

Please find enclosed an original copy of the partnership agreement of the project EDUCating for Positive Management (EDUC+M) nr 2020-1-FR01-KA203-080593.

Best regards,



Jennifer Major

The present **Partnership Agreement**, hereinafter referred to as “the Agreement”, relating to the Action entitled

EDUCating for Positive Management – Grant agreement n°2020-1-FR-KA203-080593

in short

EDUC+M

hereinafter referred to as “the Project”

is made and entered into by and between,

THE COORDINATOR

UNIVERSITE PARIS NANTERRE

whose registered office is at
200 Avenue de la Republique
92001 Nanterre,
France

represented by Pr. Philippe Gervais-Lambony, President,

AND THE BENEFICIARY PARTNERS

UNIVERSITA' DEGLI STUDI DI CAGLIARI

whose registered office is at
Via Università 40,
09124 Cagliari,
Italy,

represented by Prof. Alessandra Carucci, vice-Rector for International Affairs,

MASARYKOVA UNIVERZITA

whose registered office is at
Zerotinovo namesti 9
60177 Brno
Czech Republic

represented by prof. MUDr. Martin Bareš, Ph.D., Rector,

PÉCSI TUDOMÁNYEGYETEM

whose registered office is at
7622 Pécs, Vasvári Pál u 4,
Hungary

represented by Dr. Attila Miseta, Rector, Tamás Bogár, Acting Chancellor

UNIVERSITAET POTSDAM

whose registered office is at
Am Neuen Palais 10,
14469 Potsdam,
Germany,

represented by Prof. Oliver Günther, Ph.D., President,

UNIVERSITE DE RENNES I

A Public Scientific, Cultural and Professional Institution (EPCSCP),
Located at 2 rue du Thabor, CS46510
35065 Rennes,
France,

represented by its President, Pr. Dr. David Alis,

Whereas a mandate letter has been signed by the Partners' legal representatives undertaking to take part in the Project and to carry out the activities and tasks allocated to the Partners;

NOW, THEREFORE, BE IT HEREBY AGREED

Article 1: Subject

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 in order to successfully implement the Erasmus+ Strategic Partnership action EDUC+M (hereinafter referred to as the "Project").

1.2 The Coordinator and the Parties 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 n°2020-1-FR-KA203-080593, concluded between the Coordinator and the Agence Erasmus+ France/Education Formation, 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 12 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 The Project referred to in *Article 1* has a duration of 36 months. It starts on 01/09/2020 and ends on 31/08/2023.

2.2 This agreement takes effect on the date of signature by the last of the six participating parties to the contract but shall have retroactive effect from starting date of the eligibility period. It terminates at the moment of payment of the balance of the grant.

2.3 The period of eligibility of costs starts on 01/09/2020 and finishes on 31/08/2023.

Article 3: Coordinator's obligations

The Coordinator organisation shall:

3.1 Implement the Project in the conditions defined in the Erasmus + Agreement n° n°2020-1-FR-KA203-080593 and in particular ensure that activities and tasks are carried out as defined in the Project and shall submit all reports and financial statements to the Agence Erasmus + France within the prescribed deadlines;

3.2 Send to the Partners a copy of the Agreement n° n°2020-1-FR-KA203-080593 and its annexes, concluded with the National Agency, of the interim and final reports and of any official document concerning the project.

3.3 Notify and provide the partners with any amendment made to the Agreement concluded with the National Agency.

3.4 Pay the Partners, on signing this agreement, the estimated amounts stipulated under *Annex II – Budget breakdown/payment plan*.

3.5 Suggest organisation rules and a working method to partners, and comply with it once approved.

3.6 Collect from the Partners all the necessary documentation required for the interim and final reports such as timesheets and statements relating to time spent on the Project by the Partner's staff, financial reports or any supporting documents needed for drawing up reports.

Article 4: Partner's obligations

The Partners organisations shall:

4.1 Take part in the implementation of the project, cooperate, perform and fulfil, promptly and on time, all of their obligations under the Grant Agreement and the present Partnership Agreement. Comply with organisation rules and working method approved by the all partners.

4.2 Submit to the Coordinator all the deliverables due thereunder:

- Day-to-day project management, promotion and dissemination within the partners' institution
- Participation in the project launch meeting
- Participation and organization of the transnational meetings
- Support to the organization and participation in the multiplier events (E1, E2)
- Elaboration and dissemination of the Intellectual Outputs (O1, O2, O3, O4)
- Organization and participation in the Joint Learning and exchanges activities (C1, C2, C3, C4)

4.3 Allocate the sums paid under this agreement exclusively to eligible costs under the Project, as defined under the Erasmus + Agreement; and fulfil the financial rules included in the Annex 3 of the Grant Agreement.

4.4 Each partner undertakes to notify promptly, in accordance with the governance structure of the project, any significant information, fact, problem or delay likely to affect the funding of the Project and will engage in a satisfactory resolution of the fact, problem or delay.

4.5 Submit to the Coordinator all the necessary documentation required for the interim and final reports such as timesheets and statements relating to time spent on the Project by the Partner's staff, financial reports or any supporting documents needed for drawing up reports.

4.6 Repay to the Coordinator all sums not spent or not substantiated by the necessary documentation by the deadlines laid down under the Erasmus + Agreement.

Article 5: Financial rules

5.1 The maximum Community grant towards expenditure incurred by the members of the Partnership participating in the program shall be 381 045,00 EUROS according to the article 1.3.1 of the Erasmus+ Agreement n° n°2020-1-FR-KA203-080593.

5.2 The budget distribution between the Partners as shown in *Annex II* is based on the approved project budget (Annex 2 of Erasmus+ grant agreement) and should be treated as indicative.

5.3 The final financial contribution shall depend on the evaluation of the quality of the results of the project according to the rules laid down in the Erasmus+ agreement, particularly in Annex 3 – Financial and Contractual Rules, but shall, under no circumstances, give rise to a profit.

5.4 The Erasmus+ grant is a contribution calculated on the base of unitary costs. Payments will be implemented on the base of eligible costs, actually supported.

Article 6: Payments

6.1 The coordinator commits himself to carrying out payments to the partner organizations. The provisional amount of the grant transferred to partners will be undertaken as specified in *Annex II– Budget breakdown/Payment plan*. This maximum amount is provided for information purposes only, the final amount being determined by the activities that will have been actually undertaken during the project.

6.2 Payment plan:

First interim payment will occur after signature of the present agreement by all partners

- 40% of the partners' budget indicated in *Annex II*

Second interim payment will occur after validation of interim report and providing that 70% of the previous pre-financing was spent. The Coordinator shall transfer the resources to other beneficiaries' account within 30 days from the receipt of the funding from the National Agency

- 40% of the partners' budget indicated in *Annex II*

Final balance payment will occur after validation of the final report by the French National Agency and depending on the effective spending of the grant and eligible expenditures. The Coordinator shall transfer the resources to other beneficiaries' account within 30 days from the receipt of the funding from the National Agency

- 20% of the partners' budget indicated in *Annex II*

6.3 All payments are considered as advanced payments until final report approval by the National Agency, approval of presented costs and quality of project results. Each partner will manage its own expenses considering its budget (as described in annex 2 of Grant agreement and *annex II* attached). Any extra-cost or non-eligible cost will be self-financed by the partners.

6.4 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary using the accounts stipulated in *Annex III* of this Agreement.

Article 7: Modification

This agreement may be modified by mutual agreement between the parties by means of an amendment only.

Article 8: Termination

Should one of the Parties substantially fail to fulfil an obligation under articles 3 and 4 of this agreement, the other Parties may terminate the agreement if the offending Parties have not fulfilled the obligation within one month of notification in writing of the failure.

Should one of the Partners fail to fulfil its obligations as laid down in article 4 above or wish to withdraw from the Project, the Partner shall, within two months of written notification of the failure or of the decision to withdraw, repay in full to the Coordinator all sums received under the Project and which the Coordinator is liable to have to repay to Executive Agency for non-performance of the Project.

Article 9: Ownership of outcomes

All authors of outcomes produced under the activities of the Project shall retain intellectual ownership of the said outcomes. In case of joint ownership of outcomes, a separate written agreement shall be concluded among the Parties concerned.

All Project Partners may make free use of any Project outcomes within their own institution.

Project outcomes must be differentiated from the background knowledge of the Parties, which means any data, know-how or information – whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights – that:

- (a) is held by the Parties before they acceded to the Grant Agreement, and
- (b) is needed to implement the action or exploit the results.

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 10: Litigation

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.

All Parties waive any right to legal action for damages arising as a result of the termination of this agreement.

Any disagreement between the Parties shall be resolved out of court, with arbitration if need be.

Article 11: Applicable law

This Agreement is governed by the French law, being the law of the coordinator's country.

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.

Article 12: Annexes

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

Annex II – Budget Breakdown/Payment Plan

Annex III - Individual Bank account of each beneficiary organisation

Signatures

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

UNIVERSITE PARIS NANTERRE

The legal representative
Pr. Philippe Gervais-Lambony
President



Signature and stamp

Done in Nanterre

Date [DD/MM/YYYY] 08/10/2020

For the Beneficiary

UNIVERSITA' DEGLI STUDI DI CAGLIARI

The legal representative
Prof. Alessandra Carucci
Vice-Rector for International Affairs

Signature and stamp



Done in Cagliari

Date 28/09/2020

For the Beneficiary

MASARYKOVA UNIVERZITA

The legal representative
Prof. MUDr. Martin Bareš, Ph.D.,
Rector

Signature and stamp



Done in Brno

Date 13/10/2020

For the Beneficiary

PÉCSI TUDOMÁNYEGYETEM

The legal representative
Dr. Attila Miseta
Rector

Tamás Bogár
Acting Chancellor



Signature and stamp



Done in Pécs

Date

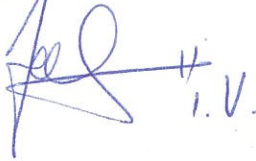
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Huba-Varga Nikolett

For the Beneficiary

UNIVERSITAET POTSDAM

The legal representative
Prof. Oliver Günther, Ph.D.
President



Signature and stamp

UNIVERSITÄT POTSDAM
Der Präsident
Am Neuen Palais 10
14469 Potsdam

Done in Potsdam

Date 30.09.2020

For the Beneficiary

UNIVERSITE DE RENNES 1

The legal representative

Pr. Dr. David Alis

President

Le Président de l'Université de Rennes 1

David ALIS



Signature and stamp

Done in Rennes

Date 28/09/2020

Annexe II – Budget breakdown and Payment plan

Budget breakdown

Budget	Project Management	Transnational meetings	Intellectual outputs	Multiplier event	Short term learning/ training activities	Exceptional costs	Total (euros)
Grant awarded	63 000,00 € <i>coordinator : 500€/month partners : 250€/month</i>	2 participants/meeting 575€/participant	Amount per working day: FR, DE, IT 162€/technician, 214€/Teacher ; CZ 102€/technician, 137€/teacher ; HU 55€/technician, 74€/teacher	local participants : 100€/part foreign participants : 200€/part	Transport 100-499km : 180€/part 500-1999km : 275€/part ; Individual support : 106€/day/teacher, 58€/day/student	75% of eligible cost	381 045,00 €
Nanterre	18 000,00 €	4 600,00 €	26 624,00 €	22 500,00 €	12 984,00 €	9 000,00 €	93 708,00 €
Cagliari	9 000,00 €	5 750,00 €	29 180,00 €	5 500,00 €	4 830,00 €	- €	54 260,00 €
Masaryk	9 000,00 €	5 750,00 €	25 140,00 €	- €	9 977,00 €	7 500,00 €	57 367,00 €
Pécs	9 000,00 €	5 750,00 €	16 070,00 €	- €	10 167,00 €	- €	40 987,00 €
Potsdam	9 000,00 €	6 900,00 €	63 420,00 €	- €	11 184,00 €	- €	90 504,00 €
Rennes 1	9 000,00 €	5 750,00 €	17 502,00 €	- €	11 967,00 €	- €	44 219,00 €

Payment plan

Money transfer	Planned budget	1st payment (40%) after signature of the partnership agreement (October 2020)	2nd payment (40%) after validation of interim report and providing that 70% of the previous pre-financing was spent (March 2022)	Final payment (20%) after validation of the final report by the French National Agency and depending on the effective spending of the grant and eligible expenditures (October 2023)	TOTAL
Nanterre	93 708,00 €	37 483,20 €	37 483,20 €	18 741,60 €	93 708,00 €
Cagliari	54 260,00 €	21 704,00 €	21 704,00 €	10 852,00 €	54 260,00 €
Masaryk	57 367,00 €	22 946,80 €	22 946,80 €	11 473,40 €	57 367,00 €
Pécs	40 987,00 €	16 394,80 €	16 394,80 €	8 197,40 €	40 987,00 €
Potsdam	90 504,00 €	36 201,60 €	36 201,60 €	18 100,80 €	90 504,00 €
Rennes 1	44 219,00 €	17 687,60 €	17 687,60 €	8 843,80 €	44 219,00 €
Total	381 045,00 €	152 418,00 €	152 418,00 €	76 209,00 €	381 045,00 €