



ERASMUS+ Programme
Strategic Partnerships KA2
Project CITI-VAL “Education in prison for CITizenship VALues”
Application 2016-1-FR01-KA204-023961
Duration 01.09.2016-31.08.2018

**PARTNER AGREEMENT for the implementation of the project “CITI-VAL”
with multiple beneficiaries under the ERASMUS+ Programme**

Contract between the BENEFICIARY/COORDINATOR and the PARTNER

This Partner Agreement shall govern relations between:

Euro-CIDES

Euro-Compétences et Initiatives pour le Développement de l’Entrepreneuriat Solidaire
67 Voie privée du vieux chêne – 33125 LE TUZAN, France

called hereafter “the Beneficiary and/or the Coordinator” represented by
Elie CHARRIER, President

of the one part

and

Name

[Address]

called hereafter “the Partner” represented by

[Name and Position of representative]

of the other part

HAVE AGREED

To the conditions specified below and to the following annexes

Annexes	Titles	Received (YES/NO)	Legal representative’ Initials
Annex I	General conditions		
Annex II	Estimated budget by NA		
Annex III	Financial and Contractual Rules		
Annex IV	EU rates applicable		
Annex V	Letter of mandate		
Annex VI	Grant agreement as approved		
Annex VII	Work packages (WP)		
Annex VIII	Project timetable		
Annex IX	Max. partner’s detailed budget		

which form an integral part of this Partner Agreement (also called “the Agreement”).



Article 1: SUBJECT MATTER of the AGREEMENT

- a) The French National Agency has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the Project entitled CITI-VAL ("the Project") under the Erasmus+ Programme Key Action 2: Strategic Partnerships. The Beneficiary and the Partner commit themselves to carrying out the project as set out in the different annexes of the Agreement;
- b) This Agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project CITI-VAL under the Agreement n°2016-1-FR01-KA204-023961 passed between the French National Agency and the Beneficiary.

Article 2: ENTRY into FORCE of the AGREEMENT and DURATION

The Agreement shall enter into force as from the day when it has been signed by both the coordinator and the partner but shall have retroactive effect from 01.09.2016

Eligible expenses may be claimed up to 31.08.2018.

The Agreement will end when the French National Agency has fully evaluated the Final Report and made its decision regarding the final 20% of the proposed funding.

The project shall run between 01.09.2016 and 31.08.2018 both inclusive.

Article 3: OBLIGATIONS

3.1 OBLIGATION of the BENEFICIARY/COORDINATOR

The Beneficiary/Coordinator shall

- a) have full responsibility for taking all necessary actions to prepare for, perform and correctly manage the work programme set out in this Partner Agreement and in its annexes (see List on page 1/10), in accordance with the objectives of the project as set out in the Grant Agreement concluded between the French National Agency and the Beneficiary;
- b) have the right, as responsible for the successful implementation of the Project, to make certain decisions (e.g. termination of cooperation with a Partner who does not perform his/her duties, in duly justified cases) to ensure the smooth running of the Project. Those decisions have to be reported to the consortium and the Partner concerned in written form by post or e-mail as soon as possible. Other decisions which concern the actual work and themes of the partners have to be made in the consortium;
- c) be the intermediary for all communication between the Partners and the French National Agency;
- d) inform the Partners and the French National Agency of any event of which the coordinator is aware that is liable to substantially affect the implementation of the action;
- e) notify and provide the Partner with any amendment made to the Agreement n° 2016-1-FR01-KA204-023961 concluded with the French National Agency;



- f) ensure, as sole recipient of payments on behalf of the consortium, that all the appropriate payments are made to the partners without unjustified delay and shall, with the reports submitted, inform the French National Agency of the distribution of the European Union (EU) financial contribution between the partners and of the dates of transfer;
- g) ensure that personal continuity (i.e. no unjustified frequent changes in staff responsible for the project) is given and that work will be carried out consistently with all reasonable skill and diligence;
- h) take all actions necessary in order to contribute to an equal communication and interaction among the consortium;
- i) define in conjunction with the Partner the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights;
- j) comply with all the provisions of Agreement n° 2016-1-FR01-KA204-023961 binding the Beneficiary to the French National Agency.

3.2 OBLIGATION of the PARTNER

The partner shall

- a) take all reasonable actions and steps necessary in order to correctly manage the work programme and achieve the general and specific aims of the project as stated in the instructions. This also includes respecting the deadlines for the respective activities;
- b) ensure that all reporting duties at any stage are fulfilled and submitted in due time;
- c) provide the coordinator with any relevant information or documents necessary for the administration and implementation of the project, e.g. compulsory documents for the preparation of the Interim and the Final Report. The partner shall forward data needed to draw up the regular Activity, Dissemination and Evaluation Reports, Financial Statements and other documents to the coordinator and other partners in due time;
- d) inform the Coordinator immediately of any event liable to substantially affect or delay the implementation of the project of which the partner is aware;
- e) ensure to keep a record of all type of supports/documents (as validated by the Consortium) to justify achievements (management tasks, pedagogical duties and production, attestation of participation,...) incurred from the project. For budget categories based on reimbursement of incurred expenses, the original invoices/bills have to be managed and stored by the Partner for five years and certified copies have to be sent to the coordinating organization alongside the internal reports. (Note: for non-euro currencies the exchange rate used shall be the accounting rate established by the European Commission for -ie. date of last signature for Grant Agreement between the Beneficiary and the French National Agency-, which must be indicated on the internal report sheets). The Coordinator may reject a claim for expenditure which cannot be justified in accordance with the "Financial and Contractual Rules" detailed in Annex III. The Partner has to seek consent from the Coordinator for any modification of their individual budget;



- f) accept responsibility for all information communicated to the Beneficiary/Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
- g) ensure that personal continuity (i.e. no unjustified frequent changes in staff responsible for the project) is given and that work will be carried out consistently with all reasonable skill and diligence;
- h) take all actions necessary in order to contribute to an equal communication and interaction among the consortium;
- i) define in conjunction with the Beneficiary the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

Article 4: DISSEMINATION

- a) The Partner shall acknowledge the grant support received under the ERASMUS+ Programme in any document disseminated or published, in any product or material produced with the grant support, and in any statement or interviews given, in accordance with the visual identity guidelines provided by the European Commission.
- b) The acknowledgement shall be followed by a disclaimer stating that the content of the publication is the sole responsibility of the publisher and that the French National Agency and/or European Commission is not liable for any use that may be made of the information.

Article 5: PROJECT STEERING GROUP

The project will be followed by a transnational steering group consisting of one representative of each Partner and Coordinator. The Project Steering Group will meet at agreed intervals and shall be in charge of:

- making project related decisions by consensus, when necessary by majority vote;
- refining of the project timetable as defined in Annex VIII;
- solving the possible conflicts between the parties and/or work packages at management level;
- ensuring the project aims are met.

Article 6: SUBMISSION of FINANCIAL REPORTS and OTHER DOCUMENTS

- a) The Partner shall provide the Beneficiary/Coordinator with any information and document required for the periodic financial reports and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* in the deadlines ;
- b) Financial schedules : 15.11.2016 – 03.2017 – 07.2017 – 10.2017 – 02.2018 – 06.2018 – 08.2018



- c) The Partner shall provide the Beneficiary/Coordinator with any information and document required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* in the deadlines to be validated by the French National Agency at the latest;
- d) The Partner shall provide the Beneficiary/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* in the deadlines to be validated by the French National Agency at the latest.

Article 7: FINANCING the ACTION

For the period covered by this Partner Agreement the maximum total expenditure for **xxxx** is estimated at **x xxx euros** (including all taxes and duties, and composed of the max. funding of the French National Agency **xxxxxxxxx euros** -minus 1000 euros- for audit costs and the partner's own funding of 25% for exceptional costs.

The partner's max. detailed budget is described in this Partner Agreement (see Annex IX).

Article 8: ALLOCATION of FUNDS

8.1 INSTALMENTS

The share of the grant will be distributed by the Coordinator according to the estimated budget approved by the French National Agency (see Annex II). Should the total of the instalments exceed the project funding granted by the French National Agency for the partner's contribution, the Partner shall immediately repay the respective amount to the Coordinator.

8.2 RULES for PAYMENTS

- a) The Partner is informed that the Coordinator is due to receive a first instalment of 80% of the National Agency funding stipulated in the Grant Agreement (pre-financing payment, see Annex VI) as an advance on the intended goals of the project;
- b) The Beneficiary commits himself to carrying out payments relating to the subject matter of this Partner Agreement according to the achievement of the tasks and according to the schedule described (see Annexes VII and VIII);
- c) Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the ERASMUS+ financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the Coordinator in order for the Coordinator to be able to fill out the interim and final reports for the Agreement, concluded with the French National Agency;
- d) All payments by the Coordinator to the Partner shall be regarded as advances pending explicit approval by the French National Agency 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. In case the Partner has claimed costs that are not eligible for the action, are not supported by the required documents or are not recognised as eligible by the National Agency, the amount of



these costs shall be diminished from the amount of the balance payment. In case the amount of the non-eligible costs is higher than the amount calculated for the balance payment, the Partner shall pay back to the Coordinator the established difference. The same applies if the Partner has not spent the entire provisional budget, already pre-paid by the Coordinator;

- e) The final payment can be adapted to take into account the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure;
- f) The final grant payment will be reduced for poor, partial or late implementation of the project. Reductions will be applied to the final total of eligible costs after project's final report will have been submitted no later than October 31, 2018 to the French National Agency.

8.3 SCHEDULE of PAYMENT

- a) The Coordinator shall pay the Partner for work completed satisfactorily according to the description and schedule of this work such as described in Annexes VII and VIII.
- b) The Partner will receive 4 periodic instalments for an amount max. of 80% of its budget before the ultimate 5th instalment which will occur after the validation of the final report by the French National Agency.

Triggering event: the event that conditions the entitlement to the grant is that the beneficiary implements the activities and produces the outputs to be covered from all budget categories (including Project management and implementation).

Periodic instalments will be as follow:

- 20% after the Partner Agreement between the Coordinator and the Partner has been signed and upon receipt of the 1st pre-financing from the French National Agency;
- 25% after July 2017 feed-back of achievements of project tasks and/or expenses (by producing support of evidence –see Article 6) so to be able to fulfil and draw up the interim report to be sent no later than August 31, 2017 to the French National Agency;
- 20% after February 2018 feed-back of achievements of project tasks and/or expenses (by producing support of evidence);
- 15% after June 2018 feed-back of achievements of project tasks and/or expenses (by producing support of evidence);
- The balance after assessment of final report (not before 2019) by the French National Agency. In case of incomplete fulfilment of the tasks in due time as stated in the instructions or irregularities in finance and progress reporting, the last instalment may be reduced. The Coordinator will not proceed with the payment of the second, third and fourth instalments until the Partner has used up at least 80% of the previous instalments AND also fulfilled the project tasks due according to project schedule. In such a case only, the following instalments will be released upon proof that the aforementioned project tasks have been completed.



- c) The final instalment (20% of the total share) will depend on the evaluation of the Final Report by the French National Agency: the consortium only receives the full final grant if the delivered work is of high quality and to complete satisfaction of the French National Agency. According to the Grant Agreement, the French National Agency may reduce the amount of the final grant taking into consideration the final assessment of the Project outcomes, based upon the opinion of external experts. In case of deductions resulting from a weak, incomplete or late performance of the obligations stated in the Agreement by the Partner or on his/her behalf, the Partner has to reimburse the aggregated amount of payments to the Coordinator, limited to the Partner's share of the grant by the French National Agency.
- d) The consortium will receive the final payment only after the approval by the French National Agency of the submitted financial implementation report and financial statements. The Partner is aware that the French National Agency shall have 60 days to approve or reject the Final Report. The Coordinator shall have 30 days extra to submit additional information or a new report.

8.4 BANK ACCOUNT

The Coordinator will transfer the instalments to the bank account specified by the Partner as follows:

Account holder: XXXXXXXXXXXXXXXXXXXXXXXXXX
IBAN: [NUMBER]
SWIFT/BIC: [NUMBER]
Bank name [NAME AND ADDRESS]
and address:
Payment reference: [NUMBER / CODE]

Article 9: MONITORING, CHECKS and AUDITS

- a) The Partner shall provide the Beneficiary/Coordinator with any information that the latter may request from him concerning the carrying out of the work programme covered by this contract without delay;
- b) 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.

Article 10: TERMINATION of the AGREEMENT

The Coordinator may decide to terminate the Partner Agreement with a Partner if the Partner has failed to deliver or incompletely delivered any of the contractual obligations or has not carried out their contractual role in an efficient or satisfactory manner as stated in the instructions. A deadline is stated for each deliverable in the instructions. In case of failure to meet the deadline, the Partner concerned will receive one reminder including a new deadline. If there is no response on the second deadline a final written warning will follow. The last consequence will be the termination of the Partner Agreement of the respective Partner. Deviations from the deadlines due to *force majeure* will have to be clarified and solved appropriately between the Coordinator and the Partner concerned.



The Partner shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this Partner Agreement.

In case of termination of the cooperation the Partner is obliged to return all unused advances already paid by the Coordinator. The Partner is obliged to hand in all products or deliverables they are working on and to provide a full report on its finances and activities that will feed into the Final Report. If the French National Agency decides on the basis of the final report that the Partner with whom the cooperation has been terminated may still claim eligible costs that have not been provided for by the Coordinator, the Coordinator will transfer the balance to the Partner.

Article 11: LIABILITY

Each Partner of the partnership shall have sole responsibility for fulfilling any of its legal obligations as detailed in the instructions. No Partner or any of its representatives, employees or agents has the power to commit the Coordinator in any way whatsoever, except where the agreement or the instructions explicitly anticipates it. Equally the Coordinator or any of its representatives, employees or agents does not have the power to commit the Partner in any way whatsoever except when the Agreement or the instructions explicitly anticipate it. Each contracting Partner shall mutually, unconditionally and completely release the other from any forms of civil liability in respect of any direct or indirect loss or damage resulting from the performance of the Partner Agreement, suffered by itself, by its personnel or by subcontractors to the extent that these losses are not due to a wilful act or gross negligence of the other partner or its personnel.

The release mentioned in the preceding sentence is irrevocable and is not subject to time limits and binds the partners also after termination of this Partner Agreement. Each Partner's aggregate liability to the other partner shall be limited to once the Partner's share of the total grant by the French NA.

Article 12: CONFIDENTIALITY

The Partners undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Partner Agreement that is duly classified as "confidential" or is recognizable as such, if disclosure could cause prejudice to the other Partner. The partners shall remain bound by this obligation for five years beyond the closing date of the project.

This obligation shall not apply if information:

- a) was known to, or generally accessible for the public before this Agreement entered into force, or
- b) is disclosed or made generally accessible to the public without any involvement or fault on the part of one of the Partners after this Partner Agreement entered into force, or
- c) is proven to have been known to the addressee prior to the time of its receipt pursuant to this Agreement, or
- d) basically corresponds to information that an authorized third party discloses or makes accessible to the receiving Partner after the receipt of the confidential information, or
- e) have been independently developed by an employee of the receiving Partner who had no access to the confidential information, or
- f) is required by law or decree.



Article 13: OWNERSHIP of the RESULTS / INTELLECTUAL PROPERTY

Preamble

Transnational cooperation is regarded as a strategic partnership: Partners bring in kind and contribute through their intellectual know-how to a collective product. Within the period of cooperation there will be no charge of fees between Partners. Results are owned by the Partner that generates them.

Copyrights will be respected as follows: Material already developed and brought in may be only used within the scope of the project as templates of inspiring practices. Copyrights have to be strictly safeguarded, permission for reproduction and scale of reproduction have to be settled beforehand. Any money needed for clarifying rights for material already developed outside the project have to be financed by other sources than the project budget.

Where Partners develop material within the scope of the project this material will be available for the partnership as a means within the common goals set in the partnership. This material might be quoted for free and referred to extensively within the range of collective product.

Where they comprise findings, secondary research work, gathering and sampling of data, and the guidelines for various fields of good practice they might be reused as extracts by any Partner in any context as long as they are clearly identified as stemming from the project partnership and as long as all copyright matters are seen to.

Collective products as the authorised result of the project work may be disseminated and translated into the respective Partner's mother tongue for free as long as they are not marketed for profit. Where a Partner has the intention to use the collective products for commercial purposes, permission has to be obtained from each copyright holder. Throughout the contractual period of the project the Partner remains the copyright holder for his or her contribution –this may be a text, a design or a concept of material or media of transmission. As soon as the partnership has ended each copyright holder has to be asked for permission of reproduction and/or licence.

Where Partners have the intention of adapting and reusing parts of the collective material they have to obtain their permission from the individual copyright holders. If any of the Partners has the intention to transfer his or her rights for the collective product to a third party he or she must check back and ask for permission from all copyright holders for their parts.

In case of joint ownership, each of the joint owners shall be entitled to exploit the joint results as it sees fit, and to grant non-exclusive licenses, without obtaining any consent from, paying compensation to, or otherwise accounting to any other joint owner, unless otherwise agreed between the joint owners. The joint owners shall agree on all protection measures and the division of related cost in advance.

The partnership grants the respective National Agencies and the European Commission the right to make free use of the results of the project as it deems fit, provided it does not thereby breach their confidentiality obligations or existing industrial and intellectual property rights.



Article 14: SUPPLEMENTARY AGREEMENTS

Changes to the present Partner Agreement shall be approved by both parties and become effective when signed by authorised representatives of both parties.

Amendments to this Partner Agreement shall be made only by a written supplementary Agreement signed on behalf of each of the parties by the signatories to this Partner Agreement. No oral agreement may bind the parties to this effect.

Article 15: AMENDMENTS / ASSIGNMENTS

No rights or obligations arising from this Partner Agreement may be assigned or transferred, in whole or in part, to any third party without the Coordinator's permission or/and the French National Agency.

Amendments to this Partner Agreement require a separate new Agreement, which has to be signed by both parties, Coordinator and Partner.

Article 16: MISCELLANEOUS

Should any provision of this Partner Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this agreement. In such case the consortium shall negotiate a valid, practicable provision, which fulfils the purpose of the original provision.

Article 17: SETTLEMENT of DISPUTES and APPLICABLE LAW

If there is a dispute or difference between the partners arising out of or in connection with the present contract or out of activities undertaken under the present contract, including disputes regarding quality, the partners shall first endeavour to settle it amicably by consulting the Project Steering Group.

Provided that a dispute cannot be settled amicably, at the option of the Coordinator the locally competent Court in Bordeaux (France) shall have jurisdiction for all litigations out of this Partner Agreement.

This Partner Agreement is governed by the French laws.

Done in two originals.

Euro-CIDES (FR) as Beneficiary/Coordinator

Elie Charrier, President
As legal representative

[signature, stamp]
[place, date]

XXXXX (??) as Partner

(name, surname and function)
As legal representative

[signature, stamp]
[place, date]