

Partnership Agreement

Grant Agreement Number 2018-2574/001-001
Project reference number 598957-EPP-1-2018-1-IT-EPPKA2-CBHE-JP
SUS-TER

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

Università degli Studi di Firenze, with registered address in Piazza San Marco, 4, 50121, Florence, Italy (in short UNIFI);

hereinafter referred to as the “coordinator”, represented for the purposes of signature of the Agreement by Professor Gaetano Aiello, Director of the Department of Economics and Management (DISEI), the legal representative as defined in the Grant Agreement 2018-2574/001-001,

and the following beneficiaries:

- P2 Universitat de Barcelona (in short UB), (Spain);
- P3 Diversités & Développement (in short D&D), (France);
- P4 Universidad Nacional, Costa Rica (in short UNA), (Costa Rica);
- P5 Universidad de Costa Rica (in short UCR), (Costa Rica);
- P6 Universidad Nacional Autónoma de México (in short UNAM), (Mexico);
- P7 Universidad Iberoamericana Ciudad De Mexico (in short IBERO), (Mexico);
- P8 Universidad de Caldas (in short UCALDAS), (Colombia);
- P9 Universidad del Quindío (in short UNIQUINDIO), (Colombia);
- P10 Fundació Bosch i Gimpera (in short FBG), (Spain);

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

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 beneficiaries 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 beneficiaries, 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 entitled “Networking Knowledge, Skills and Competencies for an Inclusive and Sustainable Territorial Valorization of Cultural Heritage, Origin products and Biodiversity, in short SUS-TER (hereinafter referred to as the “project”).

1.2 The coordinator and the beneficiaries, undertake to do everything in their power to carry out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement 2018-2574/001-001, concluded between the coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), 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 21 of the present Agreement for the list of annexes).

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

Article 2
Duration

2.1 This Agreement shall enter into force on the date the last beneficiary signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement. A new entity becomes a beneficiary to the Partnership Agreement upon signature of the accession document (IX) by the new beneficiary and the Coordinator. Such accession shall have effect from the date identified in the accession document.

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 beneficiary;
- (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 (excluding the coordinator).

Each beneficiary undertakes to:

- (a) ensure adequate communication with the coordinator and with the other beneficiaries;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement;
- (c) submit in due time to the coordinator all relevant data, information and proofs of activities actually implemented which are needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement as well as necessary for the periodic project monitoring, according to the following timetable:

Deadline for the submission of data and supporting documents to the coordinator	Reference period	Output/Report the data and information will feed into

Deadline for the submission of data and supporting documents to the coordinator	Reference period	Output/Report the data and information will feed into
15/11/2019	From 15/01/2019 to 31/10/2019 (Months 1-9)	1 st Interim Report
15/06/2020	From 01/11/2019 to 31/05/2020 (Months 10-18)	Progress Report (half-way through the eligibility period)
15/05/2021	From 01/06/2020 to 30/04/2021 (Months 19-27)	2 nd Interim Report
31/01/2022	From 01/05/2021 to 14/01/2022 (Months 28-36)	Final Report

The data shall be accompanied by readable copies of all the supporting documents per budget heading, such as (non-exhaustive list): documentation on the tendering procedures, invoices, purchase orders, subcontracts, travel tickets, boarding passes, receipts, proofs of payments, bank statements, formal employment contracts, salary slips, and time sheets duly filled in and signed.

The expenditures to be declared shall be those already paid out during the reference period.

The coordinator will provide the beneficiaries with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion.

The coordinator may reject any item of expenditure which cannot be justified in accordance with the rules for the eligibility of costs set out in the Grant Agreement, the Erasmus+ Programme Guide and the Guidelines for the Use of the Grant;

- (d) submit in due time to the coordinator all necessary documents in the events of audits, checks or evaluations or monitoring in accordance with the Guidelines for the Use of the Grant (Annex III);
- (e) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project. For the avoidance of doubts, the Coordinator shall be entitled to require supporting documents of the beneficiaries' expenses at any time in order to verify the financial implementation of the Project;
- (f) 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 by the beneficiary itself or a subcontractor, etc.);
- (g) 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;
- (h) maintain up-to-date accounting and tax records, in accordance with the normal accounting conventions imposed by law and existing regulations;
- (i) retain with the project accounts all original supporting documents per budget heading, throughout the Project duration and for a period of five years starting from the date of payment of the balance. This period shall be longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the grant. In such cases, the beneficiary shall keep the documents until such audits, appeals, litigation or pursuit of claims are closed.

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 915.600,00 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 IV 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 bank accounts detailed in Annex VIII of this Agreement.

5.2 The transfer of the Erasmus+ grant contribution to individual beneficiaries will be implemented taking into account the reporting timetable, the estimated budget and the work plan of the action set out in the Grant Agreement and its annexes, according to the following procedure:

5.3 Payments in advance

The project budget envisages the purchase of equipment strictly related to didactic activities (setting up of a virtual laboratory for distance learning and of a decentralized virtual room; tablets for students attending the two territorial laboratories), which is pivotal for the project implementation. Since such expenses shall be borne well before the second pre-financing is made available, the distribution of the first payment will be made in order to ensure their full coverage.

Provided that the first pre-financing has already been paid to the coordinator by the Executive Agency (Article I.4 of the Grant Agreement), an initial transfer will take place after all the beneficiaries have signed this Agreement, for an amount corresponding to 44% of each partner's individual share of the total grant. For partners P4-UNA, P7-IBERO, P-8 UCALDAS this 44% is calculated on their grant net of the expenses for didactic activities that have to borne for the early purchase of equipment.

The first pre-financing payment will be then used by the coordinator to set up also a special fund subsequently distributed to the three above mentioned beneficiaries entitled to the early purchase of equipment strictly related to didactic activities (P4-UNA, P7-IBERO, P-8 UCALDAS). For the avoidance of doubt, the additional transfer will be made when the purchasing procedure is set in place, upon reception of the necessary proofs (e.g. launch of the tendering procedure – call for tenders to be awarded according to the “best value for money” and other supporting documents) and on the basis of the offers received within the estimated budget.

According to these criteria, the coordinator will transfer the first pre-financing instalment as follows:

Partner	1st pre-financing payment from the Executive	1st pre-financing instalment	TOTAL
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	Agency (50% of the total grant requested)	Initial transfer 44% (after the Partnership Agreement is signed by all beneficiaries)	Additional Transfer for purchasing equipment	
P1 - UNIFI	457,800.00 €	66,121.88 €	-	66,121.88 €
P2 - UB		42,290.60 €	-	42,290.60 €
P3 - D&D		66,112.64 €	-	66,112.64 €
P4 - UNA		32,727.20 €	24,700.00 €	57,427.20 €
P5 - UCR		29,559.20 €	-	29,559.20 €
P6 - UNAM		33,919.60 €	-	33,919.60 €
P7 - IBERO		29,287.72 €	17,100.00 €	46,387.72 €
P8 - UCALDAS		32,474.64 €	43,500.00 €	75,974.64 €
P9 - UNIQUINDIO		32,838.52 €	-	32,838.52 €
TOTAL		457,800.00 €	365,332.00 €	85,300.00 €

After receipt of the second pre-financing from the Executive Agency [corresponding to the 40% of the total estimated Erasmus+ grant contribution], the coordinator will transfer to each beneficiary the amount needed to reach the 90% of the total individual grant. In other words, the sum of the advance payments (first and second pre-financing instalments) transferred to each beneficiary shall not exceed the 90% of its total grant.

The coordinator will transfer the second pre-financing instalment provided that:

- i. The beneficiary has duly filled in and provided the contributions to the reports, both financial and narrative, according to the timetable set in Article 3;
- ii. The coordinator has checked, monitored and verified the above mentioned contributions to the reports;
- iii. The coordinator has monitored and verified that the beneficiary has contributed to an efficient and effective implementation of the Project for the period concerned as set in Annex I to the GA;
- iv. The beneficiary is not a Defaulting beneficiary;
- v. At least the 70% of the First pre-financing instalment has been used up.

5.4 *Final payment*

If due, the Coordinator will transfer to the respective account of each beneficiary the balance, whose amount will be determined by deducting from the final amount of the grant the total amount of earlier payments already made, after the final report has been accepted and the balance has been paid by the Executive Agency, without unjustified delay.

In general, a beneficiary who spends less than its allocated share of the budget or – in case of reimbursement via unit costs - implements less units than foreseen in the budget of the action, will be funded in accordance with its actual duly justified eligible costs only. This means that where the total amount of earlier payments is greater than the final amount of the grant to which the beneficiary is actually entitled, the payment of the balance may take the form of a recovery.

A beneficiary who spends more than its allocated share of the budget will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.

5.5 The Coordinator is entitled to withhold any payments due to a Beneficiary identified by the Steering Committee to be in breach of its obligations under this Agreement or the Grant Agreement or to a beneficiary which has not yet signed this Agreement.

The Coordinator is entitled to recover any payments already paid to a Defaulting beneficiary. The Coordinator is equally entitled to withhold payments to a beneficiary when this is suggested by or agreed with the Executive Agency.

5.6 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.

5.7 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 beneficiary(ies) responsible for the expenditure declared ineligible will reimburse the corresponding amount to the Coordinator.

5.8 The costs of financial transfers shall be borne in the following way:

- costs of transfers charged by the bank of the coordinator shall be borne by the coordinator;
- costs of transfers charged by the bank of a beneficiary shall be borne by the beneficiary;
- costs of repeated transfers caused by one of the beneficiaries shall be borne by the beneficiary who caused the repetition of the transfer.

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 five (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.

6.4 Documents provided for in the Grant Agreement and in the Detailed description of the project, as well as documents necessary for the periodic project monitoring must be delivered in English, unless differently specified in the above mentioned documents.

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 and in the Guidelines for the Use of the Grant.

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

The above mentioned unit costs shall be supported by the evidence of the actual costs calculated in respect of your institution's rules.

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 supporting documents 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.

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

Article 8 Promotion and visibility

8.1 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.

8.2 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 9 Confidentiality and data protection

9.1 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 beneficiary. The beneficiaries shall remain bound by this obligation beyond the closing date of the action.

9.2 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 10 Ownership and property rights

10.1 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 and article II.8 of the Grant Agreement.

10.2 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.

10.3 The use and intellectual property rights of teaching modules and teaching materials will be detailed in a specific IPR Agreement to be signed by the consortium as foreseen in the project plan.

Article 11 Liability

11.1 Each of the contracting beneficiaries 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 beneficiary or its staff/students.

11.2 For any remaining contractual liability, a beneficiary's aggregate liability towards the other beneficiaries collectively shall be limited to once the beneficiary's share of the total costs of the Project as identified in Annex IV of this Agreement provided such damage was not caused by a wilful act or gross negligence.

Article 12 Governance structure

12.1 The organisational structure of the consortium shall comprise the following consortium bodies:

12.1.1 Project Coordinator

The Project Coordinator is the lead applicant and institutional representative, coordinates the Steering committee, is responsible for EU Relationships and ensures the scientific consistency of the project. He will work closely with the Project manager and in conjunction with the Research Projects Unit of UNIFI to ensure all required project management systems are in place for the good performance of the project.

12.1.2 Project Manager

A qualified UNIFI Project Manager is responsible for handling the day-to-day activities of the project and performing administrative tasks (e.g. preparation of agendas and associated materials, taking minutes and circulating them to all partners, and following up on action items).

12.1.3 Steering Committee

Together with the Project Coordinator, the Steering committee (SC) is in charge for projects objectives, strategic choices and scientific-professional consistency of the adopted solutions. The SC provides strategic guidelines and scientific rigour on specific subjects ensuring quality and effective integration among all partners. The SC will control project procedural and financial progress and supervise its overall compliance with the programme obligations, propose and approve changes in the agenda.

SC is formed by one representative from each partner and is coordinated by the Project Coordinator, assisted and supported by the Project manager.

Each Member shall be deemed to be duly authorized to deliberate, negotiate and decide on all matters listed below under section 12.5. The beneficiaries agree to abide by all decisions of the Steering Committee. This does not prevent the beneficiaries from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 16 of this Partnership Agreement.

The SC will be set up during the Kick-off meeting. The SC will meet at least every six months through online web conferences using a communication platform like WebEx, and at each General meeting of the Project.

12.1.4 Administrative management

- Administrative Coordinator: the AC is responsible for the administrative, economic and financial management. She/he is part of UNIFI. The AC supervises EU reporting on project activities and financial progress.

- Managerial and Administrative manager: 1 manager/administrative person from each partner country. They ensure managerial project consistency within the project and are in charge of project monitoring and reporting for their institution.

12.1.5 WP Leader and Assistants

A Leader partner, charged of the management of a given WP, is identified for each WP, assisted by one or more other partners depending of the complexity of the activities to be done.

12.2 Operational procedures for the Steering Committee and representation in meetings

Any Member:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- shall participate in a cooperative manner in the meetings.

12.2.1 Preparation and organisation of meetings

a) Convening meetings:

The chairperson shall convene ordinary meetings of the Steering Committee at least once a year and shall also convene extraordinary meetings at any time upon written request of any Member.

b) Notice of a meeting:

The chairperson shall give notice in writing of a meeting to each Member as soon as possible and no later than 20 calendar days preceding an ordinary meeting and 15 calendar days preceding an extraordinary meeting.

c) Sending the agenda:

The chairperson shall send each Member a written original agenda no later than 10 calendar days preceding the meeting, or 6 calendar days before an extraordinary meeting.

d) Adding agenda items:

Any agenda item requiring a decision by the Members must be identified as such on the agenda.

Any Member may add an item to the original agenda by written notification to all of the other Members no later than 7 calendar days preceding the meeting.

During a meeting of the Steering Committee the Members present or represented can unanimously agree to add a new item to the original agenda.

Any decision may also be taken without a meeting if the chairperson circulates to all Members a written document which is then signed by the defined majority of Members. Such document shall include the deadline for responses.

12.2.2 Meetings of the Steering Committee may also be held by teleconference or other telecommunication means. Members of the Steering Committee, if necessary, can participate by teleconference or other telecommunication means.

12.2.3 Decisions will only be binding once the relevant part of the minutes has been accepted according to the provision below.

12.3 Voting rules and quorum

Each entity has a voting packet proportional to its Grant Share by 1 vote for each ten thousand Euros of grant (rounded to the integer digit i.e. 52.500 € is equal to 5 votes).

The quorum is represented by the 50% of these votes and the 50% of the voting parties.

12.4 Minutes of meetings

The chairperson shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send draft minutes to all Members within 10 calendar days of the meeting.

The minutes shall be considered as accepted if, within 20 calendar days from sending, no Member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes.

The chairperson shall send the accepted minutes to all the Members of the Steering Committee. If requested the coordinator shall provide authenticated duplicates to the Associated beneficiaries.

12.5 Decisions of the Steering Committee

The Steering Committee shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the Steering Committee:

- Proposals for changes to the Grant Agreement to be agreed by the Executive Agency
- Entry of a new beneficiary to the consortium and approval of the settlement on the conditions of the accession of such a new beneficiary
- Withdrawal of a beneficiary from the partnership and the approval of the settlement on the conditions of the withdrawal
- Identification of a breach by a beneficiary of its obligations under this Partnership Agreement or the Grant Agreement
- Declaration of a beneficiary to be a defaulting beneficiary
- Remedies to be performed by a defaulting beneficiary
- Termination of a defaulting beneficiary's participation in the consortium and measures relating thereto
- Proposal to the Executive Agency for suspension of all or part of the Project
- Proposal to the Executive Agency for termination of the Project and the Partnership Agreement.
- Appointments
- In the case of abolished tasks as a result of a decision of the Steering Committee, Members shall rearrange the tasks of the Beneficiaries concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

From a scientific point of view, the goals and tasks of the Steering Committee are:

- Discussing and developing the scientific strategy.
- Providing input to project development, including evaluation strategy;
- Defining and helping to achieve project outcomes;
- Ensuring optimal use of the knowledge generated;
- Evaluation of the quality of research.
- Identification of project priorities (where most energy should be directed) and of potential risks (including timing) at the earliest possible stage, so that efficient counter measures are taken, proposing contingency plans if necessary;
- Monitoring project quality

From a managerial point of view, its goals and tasks are:

- Being responsible for routine management and progression of the project;
- Overseeing the Actions and ensuring their correct implementation;
- Supporting the coordinator in preparing meetings and compiling data;
- Follow-up of the performance of the tasks, activities and deliverables;
- Input to and approval of reports to be submitted to the Executive Agency.

12.6 Defaulting beneficiary

The Steering Committee is responsible for pointing out any default to the obligations coming from the Grant Agreement and/or this Partnership Agreement and must define the proper remedies and recovery actions. In case the default by any of the beneficiary will continue, the Steering Committee shall decide by simple majority whether a beneficiary is in breach of its obligations under this Partnership Agreement or the Grant Agreement (Defaulting beneficiary). The same procedure can be activated on request of at least two beneficiaries of the Steering Committee. The Steering Committee shall request via the Coordinator in writing that the Defaulting beneficiary remedies its breach of obligations within a reasonable period. In the event that the default is irremediable or is not remedied within the period set by the Steering Committee, then the other Steering Committee Members may jointly decide to terminate the participation of the Defaulting beneficiary to the project in accordance with the Grant Agreement rules.

The other beneficiaries and/or the Executive Agency shall decide provided always that:

- the Work Package(s) of the Defaulting beneficiary shall be assigned to one or several beneficiaries as decided by the Steering Committee in agreement with the Executive Agency. The preference shall be granted to one or more of the remaining beneficiaries.
- the Defaulting beneficiary shall: assume all reasonable direct costs increase (if any), resulting from the assignment specified in the Grant Agreement, and be liable for any resulting additional direct cost caused to the other beneficiaries, up to a total amount which, together with any liability to the Executive Agency under the Grant Agreement and its annexes, will not exceed the total Project Share of the Defaulting beneficiary.

Article 13 General administrative provisions

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

For the coordinator:

Project Coordinator: Prof. Giovanni Belletti
Address: Via delle Pandette, 9 - 50127 Firenze (Italy)
E-mail: Giovanni.belletti@unifi.it

Project manager: Prof.ssa Silvia Scaramuzzi
Address: Piazzale delle Cascine, 18 - 50144 Firenze (Italy)
E-mail: silvia.scaramuzzi@unifi.it

Administrative Coordinator: Elisa Meloni
Address: Viale Morgagni 40/44 – 50134 Firenze (Italy)
E-mail: elisa.meloni@unifi.it

For the beneficiaries:

P2 - Universitat de Barcelona (UB)
Francesc Xavier Roige Ventura
Email: roige@ub.edu

Managerial and Administrative manager name
José Manuel Pérez
Email: josemaperez@ub.edu

P3 - Diversités & Développement (D&D)

Team representative in the Steering committee
Claudia Ranaboldo
Email: cranaboldo@gmail.com

Managerial and Administrative manager name
Melanie Lebrun
email: lebrunmelanie@yahoo.fr

P4 - Universidad Nacional, Costa Rica (UNA)

Team representative in the Steering committee: Dr. Leonardo G. Granados
Avenue 1, 9th Street, Heredia, Costa Rica
email: leonardo.granados@gmail.com; leonardo.granados.rojas@una.cr

Managerial and Administrative manager name
Yendry Hernández Murillo
Email: yendry.hernandez.murillo@una.cr

P5 - Universidad de Costa Rica (UCR)

Olman Quiros
Email: olman.quiros@ucr.ac.cr

Managerial and Administrative manager name
Mercedes Montero Vega
Email: Mercedes.montero@ucr.ac.cr

P6 - Universidad Nacional Autónoma de México (UNAM)

Team representative in the Steering committee
Pablo Pérez Akaki
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Managerial and Administrative manager name
Mtro. José Luis Castañón Zurita (Secretario Administrativo)
Email: secadvo@apolo.acatlan.unam.mx

P7 - Universidad Iberoamericana Ciudad De Mexico (IBERO)

Isidro Soloaga
Email: isidro.soloaga@ibero.mx

Managerial and Administrative manager name
Thibaut Plassot
email: thioplass@gmail.com

P8 - Universidad de Caldas (UCALDAS)

Team representative in the Steering committee]
Patricia Salazar Villegas, Vicerrectora de Proyección Universidad de Caldas
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Managerial and Administrative manager name
Maria Caterin Estrada Cardona
Email: katerin628@gmail.com

P9 - Universidad del Quindío (UNIQUINDIO)

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P10 - Fundació Bosch i Gimpera (FBG)

[Managerial and Administrative manager name]
[address]
[email]

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

**Article 14
Conflict of interest**

14.1 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.

14.2 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.

14.3 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 15
Working languages**

15.1 The working languages of the partnership shall be both English and Spanish.

15.2 Both beneficiaries commit in allocating to the project staff with enough knowledge of the working languages, allowing a smooth communication and understanding of the matters discussed.

**Article 16
Conflict resolution**

16.1 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 beneficiaries involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

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

**Article 17
Applicable law**

17.1 This Agreement is governed by the Italian law, being the law of the Coordinator's country.

17.2 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.

17.3 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 beneficiaries.

17.4 If any provision in this Agreement should be wholly or partly ineffective, the beneficiaries 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.

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

Article 18 Termination of the Agreement

18.1 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.

18.2 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 19 *Force Majeure*

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

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

Article 20 Amendments

20.1 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 the affected beneficiaries. No oral agreement may bind the beneficiaries to this effect.

20.2 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 21

Annexes

Annex I – Copy of the Grant Agreement signed between the Coordinator and the Executive Agency, its annexes, and any existing amendment

Annex II – Link to the Erasmus+ Programme Guide

Annex III - Guidelines for the Use of the Grant and its annexes*

Annex IV - Budget/Expenditure/Co-financing breakdown per partner and budget category

Annex V - link to FAQs if and when available*

Annex VI – Official Reporting forms and templates (Financial Statements; CBHE Joint Declaration; Individual Travel Report; Time-Sheet)*

Annex VII - link to the rules for Erasmus+ Visual identity and logos

Annex VIII –Financial Identification Form.

Annex IX – Accession Document

***Disclaimer:** the documents marked with * are the latest versions made available by the Executive Agency for Capacity Building in the field of Higher Education projects ([Call for Proposals 2017 - EAC/A03/2016](#)) – as soon as the Beneficiaries Space will be provided with the reference documents for the Call for Proposals 2018 – EAC/A05/2017, under which the SUS-TER project proposal was submitted, the Coordinator will take care of verifying whether any changes have occurred and will inform the beneficiaries accordingly.*

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

Prof. Gaetano AIELLO

Signature and stamp

Done in Florence

Date

Universitat de Barcelona
The legal representative
Name

Signature and stamp
Done in

Date

Diversités & Développement

The legal representative

Name

Signature and stamp

Done in

Date

Universidad Nacional, Costa Rica
The legal representative
Name

Signature and stamp
Done in

Date

Universidad de Costa Rica
The legal representative
Name

Signature and stamp
Done in

Date

Universidad Nacional Autónoma de México

The legal representative

Name

Signature and stamp

Done in

Date

Universidad Iberoamericana Ciudad De Mexico
The legal representative
Name

Signature and stamp
Done in

Date

Universidad de Caldas
The legal representative
Name

Signature and stamp
Done in

Date

Universidad del Quindío
The legal representative
Name

Signature and stamp
Done in

Date
Date [DD/MM/YYYY]

Fundació Bosch i Gimpera
The legal representative
Name

Signature and stamp
Done in

Date