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Erasmus+ Programme  
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**S2S –From Seed to Spoon**  
**GRANT AGREEMENT 2019-1-IT02-KA201-062392**  
**CONTRACT BETWEEN THE COORDINATOR AND THE PARTNERS**

This Contract, drawn up under the European Community programme **Erasmus+**, shall govern relations between:

**P1 – UNIVERSITA' CATTOLICA DEL SACRO CUORE (UCSC)**

Higher education institution (tertiary level)

PIC Code: 999915771

represented by its authorized representative prof. Franco Anelli, Rector

hereinafter referred to as “UNIVERSITA CATTOLICA DEL SACRO CUORE (UCSC)”, the  
“**Coordinator**”,

and

**P2 MARIA M. ANDREADAKI &**

**SIA E.E.**

School/Institute/Educational centre – Vocational Training (secondary level)

PIC Code: 944748282

represented by its authorized representative **Maria Andreadaki**

hereinafter referred to as “**MARIA M. ANDREADAKI & SIA E.E.**

”,

**P3 – I.S.I.S.S. MAGNAGHI -SOLARI**

School/Institute/Educational centre – Vocational Training (secondary level)

PIC Code: 909856024

represented by its authorized representative **Luciana Rabaiotti**

hereinafter referred to as “**I.S.I.S.S. MAGNAGHI -SOLARI**”

**P4 – Ente di Gestione per i Parchi e la Biodiversità Emilia Occidentale**

Regional Public body

PIC Code: 913439980

represented by its authorized representative **Agostino Maggiali**,

hereinafter referred to as “**Ente di Gestione per i Parchi e la Biodiversità Emilia Occidentale**”,

**P5 – COMUNE DI PARMA**

Regional Public body

PIC Code 996097754

represented by its authorized representative **Federico Pizzarotti**

hereinafter referred to as “COMUNE DI PARMA

**P6 – Liceul Tehnologic Nicolae Balcescu**

School/Institute/Educational centre – Vocational Training (secondary level)

PIC Code: 948396549

represented by its authorized representative **Gina Georgeta Curea**

hereinafter referred to as “**Liceul Tehnologic Nicolae Balcescu**),

**P7 - DinglegymnasietAB,**

School/Institute/Educational centre – Vocational Training (secondary level)

PIC Code: 900860729

represented by its authorized representative **Göran Holmberg**

hereinafter referred to as “**DinglegymnasietAB**”

**P8 - OPENTEA SRL**

Small and medium sized enterprise

PIC Code: 915572428

represented by their authorized representatives **Federico Ferrari**

hereinafter referred to as “**OPENTEA SRL**”,

are hereinafter, jointly or individually, referred to as “**Parties**” or “**Party**”.

Which have agreed as follows:

**Article 1/SUBJECT**

With regard to the provisions of the Erasmus+ Programme, the Parties commit themselves to carrying out the work programme covered by this Contract.

This work programme comes under the Grant Agreement n° **2019-1-IT02-KA201-062392**, concluded between the Coordinator and the Italian National Agency, INDIRE henceforth as the **Agency**.

1. The Coordinator and the Partner shall contribute to the achievement of the requirements of the Agreement together with the other Project Partners in accordance with the terms and conditions stated in the Agreement and in the present Partnership Agreement.
2. This Contract shall regulate relations between the Parties and their respective rights and obligations with regard to their participation in the Project under the Grant Agreement passed between the Agency and the Coordinator.
3. The subject matter of this Partnership Agreement and the Project are detailed in the annexes to this Partnership Agreement; these annexes form an integral part of this Partnership Agreement and that each party declares to have read and approved.

**Article 2/ ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE PARTNERSHIP AGREEMENT**

1. The Project referred to in Article 1 has a duration of **36 months**. It starts on **01/09/2019** and ends on **31/08/2022**.
2. This Contract enters into force on the date of signature by the last of the participating Parties to the Contract and terminates at the moment of the contract balance payment, as mentioned in Article 5.

**Article 3/ OBLIGATION OF THE COORDINATOR**

**The Coordinator shall undertake:**

1. to take all the steps necessary to perform and correctly manage the Project in accordance with the Agreement signed between the National Agency and the Coordinator;
2. to provide the Parties with a copy of all the official documents concerning the Project;

3. to notify the Parties any amendment made to the Agreement concluded with the National Agency;
4. Comply with all the provisions of the Grant Agreement binding the Coordinator to the Agency;
5. In addition, the Coordinator shall:
  - ensure complete understanding of the financial rules by the Parties;
  - supervise and control the prompt and effective execution of the project work plan;
  - define in conjunction with the Parties the role, and rights and obligations of the Parties, including those concerning the attribution of the intellectual property rights;
  - ensure the financial management of the Project (monitoring and reporting expenditure to the Agency) by using the **Mobility Tool+** online platform;
  - to upload the project results on the **E+ platform** for dissemination purposes (<http://ec.europa.eu/erasmus-plus/projects/>);
  - obtain the approval of the Agency in case of exclusion or withdrawal of one of the Partner Institutions, and/or in case of integration of a new Partner;
  - inform the Parties about all essential issues connected to the Project implementation;
  - keep the Partners informed of all relevant communications between the Coordinator and the Agency on a regular basis.

#### **Article 4/ OBLIGATION OF THE PARTIES**

1. The Parties shall respect all rules and obligations under this contract and this project and support the Coordinator in its duties according to the Grant Agreement.

More specifically, the Parties shall:

- read in detail the Grant Agreement n° 2019-1-IT02-KA201-062392 and its Annexes.
- undertake all the steps necessary to prepare for, perform and correctly manage the work programme set out in this Contract and in its annexes, in accordance with the objectives of the Project as set out in the Grant Agreement concluded between the Agency and the Coordinator;
- comply with all the provisions of Grant Agreement binding the Coordinator to the Agency;
- timely provide the Coordinator with any relevant information or documentation that is necessary for the effective project and financial management of the Project;
- accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
- assist the Coordinator in the financial administration and be responsible for the financial management of their allocated funds;
- keep full records of costs incurred and time spent on the Project;
- produce eligible and full supporting documents requested by Erasmus+ Programme and the Agency of the project expenditures claimed;
- promptly provide the Coordinator with any relevant information and all relevant supporting documents it may require in connection with the Grant Agreement and fulfil its obligations under this Partnership Agreement;
- actively disseminate and exploit the project results;

#### **Article 5/ BUDGET AND PAYMENTS**

1. The maximum Erasmus+ grant contribution towards expenditure incurred by the Parties participating in the programme shall be € 370.733,00.
2. Full details of the estimated budget breakdown per Party and budget category, are given in Annex 3 of this Partnership Agreement (hereinafter “the Budget”).

3. Halfway through the Project period the Coordinator shall be entitled to reconsider the Budget and furthermore to suggest to the Partnership a reallocation of the financial contribution , in case of unused funds which could be of use elsewhere in the Project.
4. The final financial contribution shall depend on the evaluation of the quality of the results of the Project pursuant to the rules laid down at Community level, particularly in Annex 4\_III – Financial and Contractual Rules, but shall, under no circumstances, give rise to a profit.
5. The grant paid to the Partner by the Coordinator may in no circumstances exceed the maximum amount of the Partner’s Budget.
6. Payment to the Partners by the Coordinator for work completed shall be made according to the following schedule:
  - a. a pre-financing of 40% of the grant within 60 days after the signing of this Contract;
  - b. another 40% of the grant within 60 days after the Coordinator has received the second instalment from the Agency and **provided that the Partner produces eligible and full supporting documentation of project expenditures of at least 70% of the first installment received**. In case of missing or incomplete documentation, the Coordinator reserves the right not to distribute the funds;
  - c. the balance of funding which amounts to a maximum of 20% of the grant within 60 days after the final report has been approved and the total project grant has been paid by the Agency.

The first two instalments shall be regarded as advances pending explicit approval by the Agency of the final report, the corresponding cost statement and the quality of the results of the Project.

7. The Coordinator shall authorize a payment to the Partner on the following conditions:
  - payments shall only be made if the Coordinator has received the Agency’s instalments;
  - cost specifications are provided to the Coordinator following the eligibility criteria and reporting format in the Grant Agreement and its Annexes and according to the specific templates provided by the Coordinator;
  - an invoice, if needed by the Partner, or a formal request for payment has been sent to the Coordinator, duly signed by the Partner.
8. All payments shall be made to the Partner’s bank account communicated to the Coordinator (see Annex 7- Bank account details form).
9. According to art. I.3.3 of the Grant Agreement, in case of a change to the Partner’s budget without amendment, the request of change needs to be communicated by the Partner to the Coordinator well in advance. The above-mentioned modification has to be approved by the Coordinator. Only the Coordinator may adjust the estimated budget of the Project, by transfer between headings, and is entitled to inform the Agency of any such changes.
10. The Parties shall cover with own resources (namely in-kind contribution in the form of staff effort as well as the use of services and facilities, and also in-cash if needed) any possible expenses needs that may arise:
  - A. during the project lifetime for expenses not foreseen in the approved budget;
  - B. towards delivering concluded results related work in line with what has been explicitly described in the Application Form and Project description (Annex B and C of this Contract);
  - C. until performance will be deemed at least adequate in the relevant planned quality reviews.

## **Article 6/ REPORTING PERIODS AND DEADLINES**

1. The Partner is required to submit to the Coordinator the following reports by the agreed deadlines (see table below):
  - **PARTNER INTERMEDIATE REPORT:** The Partner shall provide this report according to a format provided by the Coordinator at least **45 days** prior to the deadline for submitting the Partner Report, together with the relevant supporting documents required by the Coordinator. This Partner

Intermediate Report will be used by the Coordinator to prepare the Project Intermediate Report to be submitted to the National Agency on behalf of all the Project consortium.

- **PARTNER FINAL REPORT:** The Partner shall provide this report according to a format provided by the Coordinator at least **45 days** prior to the deadline for submitting the Partner Report, together with the relevant supporting documents required by the Coordinator. This Partner Final Report will be used by the Coordinator to prepare the Project Final Report to be submitted to the National Agency on behalf of all the Project consortium.

REPORTS DUE TO N.A.	REPORTING PERIOD	DEADLINE FOR PARTNERS FOR REPORTING TO UCSC (“PARTNER REPORTS”)	DEADLINE FOR COORDINATOR FOR REPORTING TO AGENCY (“PROJECT REPORTS”)
INTERMEDIATE REPORT	01/09/2019 – 30/04/2021	16/03/2021	30/04/2021
FINAL REPORT	01/09/2019 - 31/08/2022	31/08/2022	30/10/2022

2. The Coordinator judges of the quality and consistency of the Partner Reports and relevant supporting documents and can ask the Partner to provide more information and documents if necessary, or to amend possible inconsistencies/errors.

## Article 7/ ACCOUNTING, RECORD KEEPING AND REPORTING

1. Parties must set up either a separate accounting system or an adequate accounting code for all transactions relative to the Project, identifying all sources of funding and eligible expenditure relating to the Project, incurred during the contract period.
2. Throughout the Project’s lifecycle Parties must ensure they have in place clear financial reporting mechanisms to manage their Erasmus+ grant.
3. Parties also need to ensure that:
  - original invoices, debit notes, receipts, bank statements and any other documentation identifying all Project expenditure incurred during the contract period are kept, as physical evidence, in case of an audit, regardless that relevant funding will be made on the basis of unit costs financing. These documents shall be at the Coordinator’s disposal in order to answer the requests of the Auditors, for a period of at least 5 (five) years starting from the date of payment of the balance;
  - all costs are clearly and unmistakably allocated to the account dedicated to the Project.
4. . In addition, the Parties shall comply with the following terms:
  - be liable for the accurate and orderly accounting of the Project according to the Grant Agreement and the general conditions of the Erasmus + programme;
  - be aware of the fact that the Coordinator will not compensate for any ineligible costs incurred by Parties, caused by any violation of the Grant Agreement or this Agreement. Funds granted to Partners, towards any project incurred costs, which would be assessed as ineligible by the Agency, within their final assessment report, shall be wholly returned by the respective Partner to the Coordinator, who commits to transfer back to the Agency the corresponding returned amount.
5. The Coordinator may also reject any proof of expenditure which will be submitted after the deadlines agreed and set for collecting documents necessary for the preparation of each respective report.

6. Funding towards eligible costs, incurred within the scope of the Project, will be made in Euros. According to Art. I.4.10 of the Grant Agreement, any conversion into Euro of costs sustained in other currencies, shall be made by the parties at the monthly exchange rate set by the Commission and published on its website:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm))

Costs of the payment transfers shall be borne in the following way:

- costs of transfer charged by the bank of the Coordinator shall be borne by the Coordinator;
- costs of transfer charged by the bank of a Partner shall be borne by the Partner
- all costs of repeated transfers caused by a Partner shall be borne by the Partner which caused the repetition of the transfer

## **Article 8/ TRANSNATIONAL ACTIVITIES FOR LEARNING/TEACHING/TRAINING ACTIVITIES**

1. The Partners are obliged to provide a financial support to the participants to Transnational Activities for Learning/Teaching/Training activities, in compliance with the conditions set out in the Grant Agreement and in its Annexes.
2. Protection and safety of participants involved in the Erasmus+ projects are important principles of the Programme. This should be assured in a safe environment which respects and protects the rights of all persons.
3. each organisation participating must have in place effective procedures and arrangements to promote and guarantee the safety and protection of the participants in their activity. With this regard, all students, trainees, apprentices, pupils, adult learners, involved in a mobility activity, must be insured against the risks linked to their participation in these activities. The Erasmus+ Programme does not define a unique format of insurance, nor does it recommend specific insurance companies. The Programme leaves it up to project organisers to seek the most suitable insurance policy according to the type of project carried out and to the insurance formats available at national level. Furthermore, it is not necessary to subscribe to a project-specific insurance, if the participants are already covered by existing insurance policies of the project organisers.
4. In either case, the following areas must be covered:
  - wherever relevant, travel insurance (including damage or loss of luggage);
  - third party liability (including, wherever appropriate, professional indemnity or insurance for responsibility);
  - accident and serious illness (including permanent or temporary incapacity);
  - death (including repatriation in case of projects carried out abroad).
5. Finally, **if projects involve young people under 18, participating organisations are required to obtain the prior authorisation of participation from their parents or those acting on their behalf.**

## **Article 9/ CUP**

1. As set out in the Grant Agreement and according to the provision of the National Law, it is mandatory, for the Italian Partners, to use the CUP code in any administrative and financial document related to this project.

## **Article 10/ AUDITS**

1. In case of an audit, the Partners shall:
  - give the Agency any information they request about the Project;

- keep at the Agency’s disposal all original documents, especially accounting and tax records, or in exceptional and duly justified cases, certified copies of original documents relating to the Grant Agreement for a period of 5 years from the date of payment of the balance;
- provide the Coordinator with any information needed related to such an audit without any delay;
- allow the responsible auditing bodies of the Coordinator and any other external body, authorized by the Agency, to audit the use of the grant;
- give access to their sites and business premises during the ordinary business hours, and also beyond these hours by arrangement.

2. . According to Art. II.27.1 of Annex I of the Grant Agreement, Parties should note that audits may be carried out throughout the period of implementation of the Grant Agreement until the balance is paid and for a period of 5 years from the date of payment of balance.

#### **Article 11/ LANGUAGE**

1. The working language of the Partnership shall be English. Any official, internal document of the operation shall be made available in English.

#### **Article 12/ VISIBILITY OF THE ERASMUS+ FUNDING**

1. Without prejudice to Article II.8 of Annex I of the Grant Agreement, the Parties must give visibility to the support received as part of the Erasmus+ Programme in all communications and promotional material. The guidelines for the Beneficiaries and any other third parties are available at <http://eacea.ec.europa.eu/about-eacea/visual-identity>.

#### **Article 13/ USE OF RESULTS AND INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS (IPR)**

1. According to Article I.8 of the Grant Agreement and in addition to the provisions of Article II.9.3 of Annex I of the Grant Agreement, if the Parties produce educational materials under the scope of the project, such materials must be made available to the public, in digital form, freely accessible through the Internet under open licenses.
2. The Parties will define the attribution of the intellectual property rights for any other kind of results that which will be eventually produced under the scope of the Project.

#### **Article 14/LIABILITY**

1. Each 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 Partners shall each protect the Agency, 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 Contract, to the extent that these damages are not due to the serious or intentional negligence of the Agency, the Coordinator or their personnel

#### **Article 15/TERMINATION OF THE CONTRACT**

1. The Coordinator may terminate the Contract if a Partner has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to *force majeure* after notification of a Partner by registered letter has remained without effect for one month.
2. Each Partner shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this Contract

## Article 16/ JURISDICTION CLAUSE

1. Failing amicable settlement, the Courts of Milano shall have sole competence to rule on any dispute between the contracting Partners in respect of this contract.
2. The law applicable to this contract shall be the law of Italy
3. This Contract is an additional Agreement to the Grant Agreement and its Annexes with the Italian National Agency INDIRE signed by the Coordinator on behalf of the Parties. In case of discrepancies or contradictions between this Contract and the above-mentioned documents, the Grant Agreement and its Annexes shall prevail.

## Article 17/ AMENDMENTS OR ADDITIONS TO THE CONTRACT

1. Amendments to this Contract shall be made only by an additional Agreement signed on behalf of each of the Parties by the signatories to this Contract.

## Annexes

1. *Project Submitted*
2. *Copy of the Grant Agreement n° 2019-1-IT02-KA201-062392 between the Agency and the Coordinator (Italian) and of all the Annexes*
3. *Annex II “Project details, budget summary and details, participating organisations”,*
4. *Annex III “Financial and Contractual rules”,*
5. *Annex IV “Rates applicable for unit contribution”);*
6. *Timesheet template*
7. *Bank account details form.*

Done at Milano , IT, on \_\_\_\_\_, in **XX** copies.  
For the **Coordinator (P1 - UCSC)**