

## Co-operation Contract

**MENTEP – Mentoring Technology Enhanced Pedagogy (Grant Agreement number 2014-3537/001-001 – Project Number 388449-EPP-1-2014-2014-2-BE-EPPKA3-PI-Policy)**

This Contract is made and entered into by and between

**EUN Partnership A.I.S.B.L. (EUN)**

whose registered office is at

Rue de Trèves, 61

B-1040 Brussels

Belgium

represented by Marc Durando, Executive Director, hereinafter referred to as 'EUN'

and

**Partner**

whose registered office is at

**Address**

**represented by**

hereinafter referred to as 'Partner'.

All of which are referred to as the Party or Parties.

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## RECITALS

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### WHEREAS:

EUN is the Coordinator of a Consortium (“the Consortium”) in which the Partner is a member which has been successful in an application for a project, N° 388449-EPP-1-2014-2014-2-BE-EPPKA3-PI-Policy, entitled MENTEP – Mentoring Technology Enhanced Pedagogy (“the Project”), funded by the Education, Audiovisual and Culture Executive Agency (“the Agency”) under the Key Action 3 of the Erasmus + Programme.

The Partner, along with the other Partners in the Consortium, has signed a Mandate (“the Mandate”) which empowers EUN to act in the name of the Partners and for their account in signing a Grant Agreement with the Agency for the Project. The Mandate forms Annex IV to the Grant Agreement detailed below.

On behalf of the Consortium and in accordance with the Mandate, EUN has signed on the 17<sup>th</sup> December 2014, a Grant Agreement, reference number **2014 – 3537/001-001** (“the Grant Agreement”) with the Agency for implementing the Project.

In accordance with article II.1.1 c of the Grant Agreement, EUN and the Partners in the Consortium have agreed to make appropriate internal arrangements for the proper implementation of the Project. These arrangements are more particularly detailed in this Co-operation Contract which will be signed by EUN and each member of the Consortium including the Partner.

The terms of the present Contract shall be subservient to the terms and conditions of the Grant Agreement, including any amendments thereto, which is attached to and forms an integral part of this Contract.

### IT IS HEREBY AGREED AS FOLLOWS:

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## **Article 1 - The Objective of the present Contract**

1. This present Contract sets out the rights and obligations of the Parties with respect to the work to be carried out in the Project, as described and detailed in the Description of the Action which forms Annex I of the Grant Agreement (“DOA”).
2. By signing this Contract, the Partner acknowledges and declares that it has read, accepts and agrees to comply with all the terms of the Grant Agreement including its annexes. The Grant Agreement is attached to and forms Schedule 1 of this Contract.
3. In the event of conflict between the terms of this Contract and those of the Grant Agreement, the latter shall take precedence over the terms of this Contract.

## **Article 2 - The Project Period**

The present Contract shall come into force on the day when it has been signed by both EUN and the Partner respectively and shall be effective from 1<sup>st</sup> March 2015. With the exception of those provisions which are meant to survive termination (including but not limited to articles 6, 9, 10, 12, 13 and 16), this Contract shall terminate when all the obligations of the Parties under the Grant Agreement and this Contract, including any extension thereto, have been fulfilled.

## **Article 3 – Obligations of EUN**

### **3.1 General Obligations of EUN**

EUN shall act as Coordinator for the Project and shall ensure its efficient management and implementation. EUN shall use all reasonable endeavors to cooperate, perform and fulfill promptly and on time, all of its obligations under the Grant Agreement and this Contract as may reasonably be required from it and in a manner of good faith as prescribed by Belgian law.

### **3.2 Specific Obligations of EUN**

In addition to the obligations of EUN as Coordinator, detailed in article II.1.3 of the Grant Agreement, EUN shall have the following specific obligations under this Contract for the implementation of its role in the Project:

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1. EUN shall establish and maintain the governance structures for the Project as set-out in the DOA. As Coordinator, EUN shall chair the Project Steering Committee which shall be responsible for the management of the Project. EUN will also chair the General Assembly of the Partners which shall be responsible for making all formal and legal decisions with respect to the implementation of the Project. The operating rules and procedures for the project governance structures are more particularly described in the DOA.
2. EUN shall provide advice and guidance to the Partner(s) for the proper implementation of the Project. This shall include producing a Governance Charter which will detail the standard of conduct expected of Partners, dispute resolution processes, the function and operating procedures for the governance structures and any reporting, audit and quality issues.
3. EUN shall carry out its work in such a way that no serious default or omission in relation thereto, shall directly constitute or cause a breach or non-compliance by the Partner of its respective obligations under the Grant Agreement. In the event of a serious breach of this article, then subject to the provisions of article 15, EUN shall indemnify the Partner in accordance with any direct losses or damages suffered.

## **Article 4 - The Obligations of the Partner**

### **4.1 General Obligations of the Partner**

The Partner agrees to take part in the efficient implementation of the Project and shall use all reasonable endeavours to cooperate, perform and fulfil promptly and on time, all of its obligations under the Grant Agreement and this Contract as may reasonably be required from it and in a manner of good faith as prescribed by Belgian law.

### **4.2 Specific Obligation of the Partner**

In addition to the obligations of the Partner, as detailed in article II.1.1 and II.1.2 of the Grant Agreement, the Partner shall have the following specific obligations under this Contract for the implementation of its share of work in the Project:

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1. The Partner shall carry out its work in the Project in accordance with the timetable set out in the Annex 1 of the Grant Agreement using all reasonable endeavours to achieve the results specified therein. The Partner shall carry out its responsibilities under the present Contract and Grant Agreement in accordance with recognised professional standards applicable to the work to be carried out, as well as in compliance with any implementation requirements specified in the Governance Charter, including quality provisions.
2. The Partner shall provide the personnel, facilities, equipment and materials necessary to be able to perform and complete its share of the work in the Project as specified in Annex 1 of the Grant Agreement.
3. The Partner shall promptly provide EUN any information or document required by the latter that is necessary for the effective management, evaluation, auditing (including documents required for the provision of a certificate on the financial statements) and monitoring of the Project.
4. The Partner shall incur costs for its share of work in the Project in accordance with the terms and conditions of the Grant Agreement including Annex IX, the Project Handbook (“the Project Handbook”), as may be amended from time to time by the Agency. The Partner accepts responsibility and liability for all information communicated to EUN, including the details and justifications for the costs claimed and, where applicable, ineligible expenses.
5. The Partner shall carry out the work in such a way that no serious default or omission in relation thereto shall directly constitute or cause a breach or non-compliance by EUN or by any Partner in the Consortium of their respective obligations under the Grant Agreement. In the event of a serious breach of this article, then subject to the provisions of article 15, the Partner shall indemnify EUN and/or the other Partners in the Consortium in accordance with any direct losses or damages suffered.
6. The Partner shall appoint a Contact Person within its own organization to be responsible for the exchange of all information and documents concerning the participation of the Partner in the Project. This Contact Person shall have the following specific duties:

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- a. Act as the single point of contact for all communications between the Partner and EUN concerning this present Contract. However, formal notice provisions shall be governed by article 20 below.
  - b. Attend and participate in regular Project meetings (virtual and face to face) including Consortium meetings and be empowered to represent the views of the Partner at such meetings. In exceptional cases where the Contact Person is not able to attend Project meetings because of illness or other cases of force majeure, a replacement may be sent if EUN is notified in advance;
  - c. Ensure that information and details of the Project are properly and promptly circulated where necessary within the organization of the Partner;
  - d. Maintain the budget for the work to be carried out by the Partner and inform EUN in advance in writing of any possible budget changes in order for them to be approved by EUN;
  - e. Monitor the performance of the Partner in the Project and ensure that it complies with all its obligations under this Contract and the Grant Agreement.
7. Except for reasons of illness, force majeure or the person concerned leaving the organization, the Contact Person detailed in point 6 above shall not be replaced by the Partner during the duration of the Project except with the prior written consent of EUN (such consent not to be unreasonably withheld). The Partner shall also keep EUN informed in writing of any planned changes of staff responsible for the implementation of the Project.

#### **Article 5 - Allocation of Funds**

1. The budget for the Partner for its share of the work in the Project is indicated in Schedule 2 of the present Contract. The maximum funding for the Partner from the Agency shall be **XXX EURO** or **XX %** of the maximum total eligible costs of the Partner in the Project as indicated in Schedule 2. The Partner shall make an institutional contribution of **XX % (amount)** of its total eligible costs in the Project. Should the declared total eligible expenditure incurred by the Partner be lower than the maximum total budgeted costs, the percentage funding detailed above, will be applied to the Partner's real total eligible expenditure. Should the total actual expenditure be more than the budgeted expenditure, the maximum funding as indicated above shall not be exceeded.

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2. Should the final Grant approved by the Agency be less than the advances received by the Partner, the Partner shall repay the difference within 30 days of receiving the request for repayment in writing from EUN.
3. In the event that the project funding is reduced by the Agency because of poor, partial or late implementation under the provisions of Articles I.10.8 and II.25.4 of the Grant Agreement or under any other similar provision, then the Grant to the Partner shall be reduced in proportion to the size of the reduction of the overall Grant to the Consortium. If, as a result of such reduction a recovery is due from the Partner, then this shall be paid to EUN within 30 days of receiving the request for repayment in writing.
4. The Consortium may decide to amend the budget for the Partner which may have an effect on the maximum Grant awarded as specified in Schedule 2. The Consortium may also reduce the Grant to the Partner in the event that it is considered, after analysis of reports submitted, that the Partner is unlikely to utilize the full amount of the Grant awarded. Such changes shall be dealt with under the provisions of article II.22 of the Grant Agreement.

#### **Article 6 - Record Keeping and Reporting**

1. EUN and the Partner shall be bound by the reporting obligations as set out in the Grant Agreement and in this Contract including any additional reporting requirements which EUN establishes for the proper implementation and management of the Project. The Partner shall report only eligible costs as defined in the Grant Agreement and the Project Handbook.
2. In accordance with article II.27.2 of the Grant Agreement, the Partner shall keep a record of any expenditure incurred under the Project and all original proofs and related documents for a period of five years starting from the date of the final balance payment to EUN by the Agency.
3. In addition to the reports required by the Agency, the Partner shall submit to EUN every 6 months, a Progress Report on the work they have carried out in the Project. The reports shall be in the format to be specified by EUN and the first such report shall be due on the 31<sup>st</sup> August 2015.
4. In order to comply with the reporting requirements of the Agency, the Partner shall submit to EUN all the information required by it for the submission of the Progress Reports and Final

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Report to the Agency, no later than 30 days after the end of the relevant reporting period specified in the Grant Agreement. This shall include all the information required for the statement of eligible costs. The information for the Progress Reports and Final Report shall be submitted by the Partner to EUN using the template and format to be provided by the Agency and shall include any extra information required by EUN.

5. If the Partner incurs costs in a currency other than the euro, these shall be converted into euros in accordance with the provisions of article I.10.3 of the Grant Agreement. In accordance with article II.19.4 of the Grant Agreement (ineligible costs), exchange rate losses are not an eligible cost.
6. All reports and cost statements to be sent to EUN by the Partner under this article, including Progress and Final Reports, shall be accompanied by certified copies of all financial justifications, invoices, timesheets and other accounting documents. Every such report and cost statement shall be accompanied by a signed statement from the Financial Officer of the Partner, certifying that all information contained in the report or cost statement is full, reliable and true and that all costs can be considered as eligible in accordance with the provisions of the Grant Agreement and Project Handbook. Any document which does not bear such certification or statement, shall be regarded as non-conforming and may be rejected as a result, along with the related cost item. EUN may also reject any item of expenditure which cannot be justified in accordance with the rules set out in the Grant Agreement including the Project Handbook. Cost statements may also need to be supported by a certificate on the financial statements as detailed in article 9.3 of this Contract.

## **Article 7 - Schedule of Payments**

1. Subject to the provisions of this Contract, the Partner will receive a maximum Grant of XXX € as detailed in Schedule 2. The maximum Grant has been calculated in accordance with article 5 of this Contract. The Grant shall be paid to the Partner in accordance with the following schedule:
  - **30 % of the maximum Grant of the Partner** i.e. an amount of XXX €, shall be paid to the Partner as pre-financing within 45 days of EUN receiving such payment from the Agency provided always that this Contract has been signed by the Partner:

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- **40% of the maximum Grant for the Partner** i.e. an amount of XXX €, shall be paid to the Partner as a second pre-financing within 30 days of EUN receiving the second pre-financing in full from the Agency. However, this second payment to the Partner is subject to the condition that the Partner should have used at least 70% of the first pre-financing payment. If the Partner has not used 70% of the first pre-financing, then this second payment shall be reduced in accordance with the provisions of the Grant Agreement.
2. The balance of the Grant for the Partner if due, will be paid, subject to the provisions of article 5 of this Contract and the relevant provisions of the Grant Agreement, within 45 days of the reception by EUN of the final payment from the Agency. Such payment shall be pursuant to the express approval by the Agency of the Final Report, the eligible costs of the Project and the costs and work of the Partner.
  3. Payment of any installment of Grant under this Contract shall be regarded as an advance pending approval by the Agency of the final amount due to the Project. The payment of any installment of the Grant to the Partner is subject to receipt by EUN of the full Project funding from the Agency. If payments to the Project are reduced, then payments to the Partner may be reduced accordingly.
  4. Payments to the Partner may be suspended in the event that it is not in compliance with any of its obligations under the Grant Agreement or this Contract. Subject to the provisions of article 13 of this Contract, payment shall be resumed once the Partner duly fulfills its obligations under this Contract and Grant Agreement. All payments to the Partner by EUN will be made in Euro.

### **Article 8 - Banking Details**

All payments under this Contract shall be paid to the Partner at the institutional bank account which has been provided by the Partner to EUN. Any changes to this account should be notified in writing to EUN.

### **Article 9 – Audit Provisions**

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1. In the event of audits or reviews by the Agency, the Court of Auditors, OLAF or by organisations acting on their behalf, the Partner shall comply fully with the requirements of such audits and the requests for information from the auditors. Where EUN has to respond to such audits, the Partner shall promptly comply with any request from EUN for information, accounting documents and justifications. Failure to provide such documents on time, will make the expenses incurred ineligible and will lead to a reimbursement of such costs under the provisions of 5.2 of this Contract.
2. Where the audit is to take place after the payment of the balance of the Grant by the Agency and the audit findings lead to a recovery due to a reduction in the overall Grant to the Project without such findings being attributable to a specific Beneficiary, as detailed in article II.26.2 of the Grant Agreement, then the reduction shall be shared between the Partners in accordance with the provisions of article 5 of this Contract. The Partner shall reimburse to EUN the amount to be recovered within 30 days of receiving the request in writing from EUN.
3. Where any cost statement has to be supported by a certificate on the financial statements as required by article I.4.1 of the Grant Agreement, then the Partner shall promptly supply whatever information, accounting document or justification is required by EUN for the purposes of obtaining such certification. The costs for producing such a certificate shall be shared between the members of the Consortium. Where, due to reasons of cost or time, EUN decides that it would be more appropriate for each Partner to supply a certificate covering its costs, then the Partner shall supply such a certificate within the time period to be specified by EUN. In the latter event, the costs of obtaining the certificate covering its own cost statement shall be borne by the Partner.

#### **Article 10 – Debts owing to the Agency**

Each Party shall be responsible for settling its debts promptly towards the Agency arising out of its obligations and liabilities under this Contract and the Grant Agreement, including interest payments and the results and findings of audits under article 9 of this Contract. In the event that a Party breaches this obligation and the other Partners in the Consortium, suffer loss as result of the application of the joint and several liability provisions of article II.26.3 of the Grant Agreement, then the Party at fault shall fully indemnify the other Partners for any losses suffered.

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## **Article 11 – Evaluations**

In addition to the provisions of article II.27.1 of the Grant Agreement covering technical and final checks, audits, interim and final evaluations carried out by the Agency, the Partner agrees to cooperate with and support any evaluator appointed by the Consortium to carry out an external evaluation of the Project. The Partner agrees to promptly supply whatever information or document is required in order for the evaluator to carry out its tasks.

## **Article 12 - Intellectual Property Rights**

1. The Parties acknowledge and agree to abide by the provisions concerning intellectual property rights as specified in articles I.7, I.10.7 and II.8.3 of the Grant Agreement. The Parties also specifically agree that if they produce materials under the scope of the Project, such materials shall be made available for the public, in digital form, accessible through the internet free of charge under open licenses.
2. Unless stipulated otherwise in this Contract, the industrial and intellectual property rights in any results or outputs of the Project, including any reports and other documents relating to them, shall belong to the Party or the Consortium Partner that has produced them. Where more than one Partner or Party has been involved in the production, then it shall be belong to the Partners or Party(s) jointly, in proportion to the amount of work or effort contributed by each Partner concerned.
3. The Parties agree to make available all results and outputs of the project, including industrial and intellectual property rights and of the reports and other documents relating to it, under the terms of the relevant version of the Creative Commons License Attribution-NonCommercial (CC-BY-NC).
4. Nothing in this article shall affect the ownership of intellectual property rights existing prior to the start of this present Contract or generated outside of the Project (“Background IP”). If one Party agrees to make available any of its Background IP to the other Party or to other members of the Consortium, the Party receiving such Background IP shall not use it for any other purpose than that which it was made available. Each Party agrees to make available under the terms of the Creative Commons Licence detailed in article 9.3 above, any

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Background IP which is relevant to the Project and which is needed for its development or exploitation and dissemination.

### **Article 13 – Termination**

EUN has the right to terminate the present Contract immediately without payment of any indemnity to the Partner in the following events:

- a. In the event that the Partner fails to perform any substantial obligation under the present Contract or the Grant Agreement and does not remedy such failure, if such failure is capable of remedy, within 20 days after having received a notice to do so in writing from EUN;
- b. If the Partner is insolvent or enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors;
- c. If the Partner has made false declarations to EUN on work carried out or on expenditure. If the present Contract is so terminated, EUN may require the Partner to reimburse all or part of the payments made under this Contract, as well as any other penalties or liabilities which may be imposed by DG Justice;
- d. If a change in the bye-laws or composition of the Partner affects the conditions for developing the Project;
- e. If the Grant Agreement is terminated by the Agency in respect of the Partner or for the whole Consortium.

### **Article 14 – Effects of Termination**

1. If the present Contract is terminated for the reason that the Partner fails to perform its obligations under the present Contract, the rights and licences granted to the Partner pursuant to this Contract shall cease immediately, and the Partner shall forfeit the right to reimbursement for obligations performed.
2. Furthermore, if the Contract is terminated by EUN due to non-performance of obligations by the Partner, the Partner shall be responsible for and pay any direct cost increase resulting from the necessity to remedy the Partners breach of responsibilities and to assign the tasks of the Partner as specified in the present Contract to one or several Parties or to other Partners.

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## **Article 15 – Liability**

1. Liability for proven damage shall not include indirect, or consequential loss, or loss of profit. The total liability of the Parties towards each other or towards the other Partners of the Consortium, under the provisions of this Contract, shall not exceed the total amount of the grant that such Party is to receive for the work it is to carry out under the Project as detailed in Schedule 2. This limitation of liability shall not apply to the provisions of article 10 or to point 3 of this article.
2. The Partner shall be solely liable for any loss, destruction, damage, death or injury to the persons or property of the Partner or of the Partner's employees or of third parties resulting directly or indirectly from performance of the work under the present Contract.
3. The Partner shall indemnify EUN and any other Partner against any claim made against or liability incurred by EUN in respect of any infringement by the Partner of any copyright or other industrial property right or any statutory protection in respect of any report or other material supplied by the Partner to EUN or to any other Partner pursuant to the present Contract.
4. Each Party shall if necessary provide insurance cover to its personnel and third parties participating in activities undertaken by them under the present Contract and to cover any liability under this present Contract.

## **Article 16 – Confidentiality**

1. For the purpose of this article, confidential information shall mean all information in whatever form or mode of transmission, which is disclosed by one Party (the Disclosing Party) to the other (the Recipient) in connection with the Project during its implementation and which has been explicitly marked as confidential, or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated as such in writing 15 days from oral disclosure at the latest.
2. The Recipient shall treat as confidential and must use all reasonable efforts to ensure that it does not disclose any confidential information received from the Disclosing Party to any

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third party nor use such confidential information otherwise than for the purpose for which it was disclosed by the Disclosing Party.

3. The above clause relating to confidentiality shall remain in force for a period of five years after the completion of work under the Grant Agreement but shall not in any case be deemed to extend to any information which the receiving party can show:

- was at the time of receipt published or otherwise generally available to the public;
- has after receipt by the Recipient been published or become generally available to the public otherwise than through any act or omission on the part of the Recipient;
- was already in the possession of the receiving party at the time of receipt without any restrictions on disclosure;
- was rightfully acquired from others without any undertaking of confidentiality imposed by the Disclosing party;
- was developed independently of the work under the Grant Agreement by the Recipient.

#### **Article 17 - Modification of the Contract**

Changes or amendments to the present Contract shall be approved by both Parties to the Contract and become effective when signed by authorized representatives of both Parties.

#### **Article 18 – Processing of Personal Data**

The Parties shall ensure that all personal data to be processed under the Project shall be processed in accordance with the Grant Agreement, including in particular, the provisions detailed in articles I.6 and II.6.

#### **Article 19 - Settlement of Disputes and Applicable Law**

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If there is a dispute or difference between the Parties arising out of or in connection with the present Contract or Grant Agreement or out of activities undertaken under either or both, including disputes regarding quality, the Parties shall first endeavour to settle it amicably. If the dispute cannot be settled amicably, then it shall be referred to the appropriate courts in Brussels, Belgium.

This Contract is governed by the laws of Belgium.

#### **Article 20 – Notices**

Any formal notices to be served under this Contract shall be sent by registered mail to the Parties at addresses detailed at the beginning of this Contract.

#### **Article 21 – Schedules**

The following schedules are attached and form part of this Contract:

Schedule 1: Copy of the Grant Agreement signed between EUN and the Agency (“the Grant Agreement”) and its Annexes.

Schedule 2: Copy of the budget of the Partner agreed with the Agency.

For the EUN  
Marc Durando

For the Partner

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Date: ...../...../.....

Date: ...../...../.....

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