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ERASMUS+ Programme 2019 – KA2 Higher Education
Project nº: 2019-1-ES01-KA203-065945
Document name: Consortium Agreement

Student Participation Without Borders - STUPS Project
PARTNERSHIP AGREEMENT – KA203 Strategic Partnership in the Field of Higher Education
ERASMUS+ Programme 2019

AGREEMENT NUMBER 2019-1-ES01-KA203-065945

CONTRACT BETWEEN THE BENEFICIARY AND THE PARTNER

A contract between the Beneficiary and each Partner has to be signed before the beginning of the activities of the partnership as described in this contract; it shall be annexed to the Agreement for the project number 2019-1-ES01-KA203-065945.

This contract shall govern relations between:

Universidad de Huelva (UHU), Spain, hereafter named "the Beneficiary", represented by its rector, Prof. Dr. María Antonia Peña Guerrero, on the one hand

and

Agencia Andaluza del Conocimiento - Dirección de Evaluación y Acreditación (AAC-DEVA), Spain, hereafter named "the Partner", represented by its managing director, Pablo Cortés Achedad, on the other hand,

Which have agreed as follows:

Article 1/Subject

1. Having regard to the provisions of Regulation n° 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing Erasmus+: The European Union Programme for education, training, youth and sport and repealing Decisions No 1719/2006/EC, No 1720/2006/EC and No 1298/2008/EC, the **Beneficiary** and the Partner commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the Agreement for the project number 2019-1-ES01-KA203-065945 concluded between **the Beneficiary** and the Spanish **National Agency, Servicio Español para la Internacionalización de la Educación (SEPIE)**, Calle General Oraá, 55, 28006, Madrid (Spain).

The total cost of the project for the contractual period referred to by the Agreement for the project number 2019-1-ES01-KA203-065945, all financing combined, is at **316.172,00** EUR.

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The maximum ERASMUS+ contribution to cover expenditure incurred by the members of the Partnership participating in the programme shall be **312.489,00** EUR.

- The final financial contribution shall depend on the evaluation of the quality of the results of the project number 2019-1-ES01-KA203-065945 pursuant to the rules laid down at Community level, particularly in the Guidelines for Administrative and Financial Management and Reporting, but shall, under no circumstances, give rise to a profit.
- This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project number 2019-1-ES01-KA203-065945 under the Agreement for the project number 2019-1-ES01-KA203-065945 passed between the **National Agency** and the **Beneficiary**.
- The subject matter of this contract and the related work programme are detailed in the annexes, which form an integral part of this contract and that each party declares to have read and approved.

Article 2/Duration

- The project referred to in Article 1 has a duration of **32 months**. It starts on **01/10/2019** and ends on **31/05/2022**.
- This contract enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in Article 7.1.
- The period of eligibility of the costs starts on **01/10/2019** and finishes on **31/05/2022**.

Article 3/Obligations of the Beneficiary

The Beneficiary shall undertake:

- to take 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 Agreement concluded between the **National Agency** and the **Beneficiary**;
- to send to the Partner a copy of the Agreement for the project number 2019-1-ES01-KA203-065945 and its annexes, concluded with the National Agency, of the Guidelines for Administrative and Financial Management and Reporting, of the various reports and of any other official document concerning the project;
- to notify and provide the Partner with any amendment made to the Agreement project number 2019-1-ES01-KA203-065945 concluded with the National Agency;
- to define in conjunction with the Partner the role and rights and obligations of the two parties,

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including those concerning the attribution of the intellectual property rights;

5. to comply with all the provisions of Agreement for the project number 2019-1-ES01-KA203-065945 binding the **Beneficiary** to the **National Agency**.

Article 4/Obligations of the Partner

The Partner shall undertake:

1. to take 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 Agreement for the project number 2019-1-ES01-KA203-065945 concluded between the **National Agency** and the **Beneficiary**;
2. to comply with all the provisions of Agreement for the project number 2019-1-ES01-KA203-065945 binding the **Beneficiary** to the **National Agency**;
3. to communicate to the **Beneficiary** any information or document required by the latter that is necessary for the management of the project;
4. to accept responsibility for all information communicated to the Beneficiary, including details of costs claimed and, where appropriate, ineligible expenses;
5. to define in conjunction with the **Beneficiary** the role, rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.
6. to save and preserve all supporting documents for expenses related to the activities within the project, to respond to the NA in the case of an audit.
7. to comply with the requirements of the National Agency regarding dissemination and communication of the project.

Article 5/Financing

The ERASMUS+ contribution for the **Partner** shall be a maximum amount of **25.356,00** EUR. This contribution is part of the **Partner's** total expenses with the project. The grant payment will be divided into three periods:

The grant advance payment (40% of the total budget)

The grant interim payment (40% of the total budget)

The grant final payment (20% of the total budget)

Article 6/Payments

1. The Beneficiary commits himself to carrying out payments relating to the subject matter of this

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contract to the **Partner** according to the achievement of the proposed tasks and the previous receipt of the grant from the **National Agency**. Payments should be paid depending on the flow of receivables, and in line with the initially proposed plan, according to the following schedule:

Ref. of payment	Percentage of grant payment	Due date (indicative)	Maximum amount due
First	40%	30 days after the signature of the PARTNERSHIP AGREEMENT	10.142,40 EUR
Interim	40%	30 days after the acceptance of the interim report (It is planned to present on 28 th February 2021)	10.142,40 EUR
Final	20%	30 days after the final payment of NA to the Beneficiary	5.071,20 EUR

- After the interim report, the **Beneficiary** validates the degree of compliance of the activities by the **Partner**. In the event of a grant reduction by the **National Agency** resulting from the quality of the deliverables presented by the Partner, or for breaches of the activities and tasks included in this agreement, the Beneficiary will deduct the corresponding amount from the second payment to the Partner.
- At the end of the project, after approval of the Commission to the justification and once the last payment to the **Beneficiary** will be done, the **Beneficiary** will proceed to complete the payment of the grant associated budget. This last payment will be conditioned to the assessment of the final report by the **National Agency**. In the event of a grant reduction by the NA resulting from the quality of the deliverables presented by the Partner, or for breaches of the activities and tasks included in this agreement, the Beneficiary will deduct the corresponding amount from the last payment to the Partner.
- All payments shall be regarded as advances pending the final payment of the explicit approval by the **National Agency** of the final report, the corresponding cost statement and the quality of the results of the project.
- Any revenue generated by the project and received by the **Partner** shall be declared in the financial statement and shall limit the ERASMUS+ financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the **Beneficiary** to being able to fill out the Reports of the Agreement for the project number 2019-1-ES01-KA203-065945 **concluded** with the **National Agency**.
- The final payment as mentioned in Article 6.1 can be adapted to take into account the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure.

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- The Parties are obliged to keep an analytical record of the nature, value, amount and use of the grant received by the Parties based on which any support originating from other revenues may be recorded separately from the grant provided in the framework of the Project and which allow for the itemised check of the expenditures at any time.

Article 7/Bank account

Partner Organisation	Agencia Andaluza del Conocimiento - Dirección de Evaluación y Acreditación (AAC - DEVA)
Partner's Responsible	Managing director: Pablo Cortés Achedad
Contact Person	Contact Person: Pilar Romero Godoy Phone: 957 355 028 Fax: 957 355 039 pilar.r.godoy@juntadeandalucia.es
Name of Bank	Banco Bilbao Vizcaya Argentaria S.A. Avd/ Palmera 61-63, planta 1. 41013 Sevilla
Account Number	0182 5566 71 0201506765
IBAN Code	ES68 0182 5566 71 0201506765
SWIFT Address	BBVAESMM
VAT/Fiscal Number	Q-4100812-I

Article 8/Reports

- The Partner shall provide the **Beneficiary** with any information and document required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **31/01/2021** at the latest.
- The Partner shall provide the **Beneficiary** with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **30/04/2022** at the latest.
- The Partner will keep the contact sheet of his institution updated, which will record the personal and contact details of two staff members and two students linked to the project.

Article 9/Monitoring and supervision

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

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Partner must provide the financial information requested by the Beneficiary every 3 months, and the information for monitoring the project every 2 months.

2. The Partner shall make available to the **Beneficiary** any document making it possible to check that the aforementioned work programme is being or has been carried out.

Article 10/Liability

1. Each contracting 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 Partner shall protect the **National Agency**, the **Beneficiary** 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 **National Agency**, the **Beneficiary** or their personnel.

Article 11/Termination of the contract

1. The **Beneficiary** may terminate the contract, if the 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 the Partner by registered letter has remained without effect for one month.
2. The Partner shall immediately notify the **Beneficiary**, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 12/Jurisdiction clause

1. The law applicable to this contract shall be the law of Spain.

Article 13/Amendments or additions to the contract

Amendments to this contract shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this contract.

Annex

- a) **Detailed budget relating to the activities of the Partner (costs associated with the activities and sources of financing).**

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b) Description of the Partner's tasks and schedule.

Done in Huelva, Spain, in three copies.

For the **Beneficiary**,
The legal representative

For the **Partner**,
The legal representative

Prof. Dr. María Antonia Peña Guerrero
Rector

Prof. Dr. Pablo Cortés Achedad
Managing director

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Annex

a) Detailed budget relating to the activities of the Partner (costs associated with the activities and sources of financing)

BUDGET								
Partnership	Management	Meetings	Int. Outputs	Multiplier events	Exceptional costs	Special needs	LTT Activities	TOTAL GRANT for PARTNER
UÉ	8.000	3.635	6.165	0	0	0	7.556	25.356,00€

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b) Description of the Partner's tasks and schedule

AAC-DEVA

Tasks and duties	Schedule
Intellectual Outputs	
O1: To complement and supervise the section on student participation in quality standards.	10/2019 - 03/2020
O2: To the section on quality assurance of the student rights charter on European level.	03/2020 - 07/2020
O3: To provide statistical and methodological information for the preparation of the Student Participation Index (SPI).	05/2020 - 11/2020
O4: To document and evaluate the most innovative methodologies of your and other institutions on a European level and send them to the Lead Partners of the output. (ESU and UHU).	10/2020 - 01/2021
O5: To contribute to the elaboration of the guide and content.	02/2021 - 07/2021
O6: To contribute to the elaboration of the guide and content.	02/2021 - 07/2021
O7: To gather successful examples of innovation from other European HEIs. To collaborate with partners in any issue related to quality assurance.	07/2021 - 04/2022
Quality Plan	
To lead and coordinate the implementation of the quality plan.	Throughout the project
To coordinate the design of project planning, evaluation and monitoring activities.	Throughout the project

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To coordinate the monitoring of the fulfillment of the planning and realization of four-monthly reports.	Every four months
To coordinate the evaluation of the implemented activities.	Prior to, during and after the activities
To coordinate the evaluation of the first phase of the project.	Immediately after the termination of the first phase
To coordinate the final evaluation and preparation of the QA report.	04/30/2022-05/31/2022

Shared responsibilities

Tasks and duties	Schedule
Management Plan	
To attend virtual meetings of the plenary of partners (PP).	Monthly
To attend virtual meetings of the technical committee (TC).	Fortnightly
To prepare progress reports.	Bimonthly
To prepare financial reports.	Quarterly
To attend all transnational project meetings.	M1 (11/2019), M2 (03/2020), M3 (01/2021), M4 (07/2021), M5 (11/2021), M6 (11/2021) and M7 (03/2022)
To comply with the financial management protocol.	Throughout the project
Quality Plan	
To collaborate in all the tasks defined in the quality plan: sending evidence, attendance control, reports, etc.	Throughout the project
Communication Strategy	

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To host a project website on the website of your institution.	At least for the duration of the entire project
To prepare the map of communication resources of your institution and .	Before M2
To prepare and disseminate press releases.	For each meeting, activity, event and finished output
To present the STUPS project to your entire organization.	After M1
To present the STUPS project in all the networks of which your institution is a member.	Throughout the project
To attract new partners for the network.	Throughout the project
Inclusion and Equality Plan	
To comply with the equality and inclusion plan protocols.	Throughout the project
To collaborate with the monitoring carried out by FHOÖ.	Throughout the project

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