

Partnership Agreement

574212-EPP-1-2016-1-NL-EPPKA2-CBHE-JP

Capacity to organize massive public educational opportunities in universities of Southeast Asia, short name: Competen SEA

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

1. Open Universiteit Nederland

Valkenburgerweg 177
Netherlands
PIC:999589269
VAT NL007381955B03

hereinafter referred to as the “coordinator”, represented for the purposes of signature of the Agreement by Arent van der Feltz, Chairman of the Board the legal representative as defined in the Grant Agreement 574212-EPP-1-2016-1-NL-EPPKA2-CBHE-JP

and the following beneficiaries:

2. Universidad Carlos III de Madrid (UC3M)

C/Madrid 126, Getafe, 28903, Spain
PIC:999899572
VAT Q2818029

3. Universität des Saarlandes (USAAR)

Campus, D-66123, Saarbrücken, Germany
PIC: 999929545
VAT DE138117521

4.

5. Universiti Sains Malaysia

Minden, 11800 Penang, Malaysia
PIC:997941627
VAT -

6. Universiti Malaysia Sarawak (UNIMAS)

Kota Samarahan, Sarawak, Malaysia
PIC: 997587674
VAT –

7. Universitas Brawijaya

JL. Veteran, Malang, East Java, Indonesia 65145
PIC: 921756081

8. Universitas Sam Ratulangi (UNSRAT)

Kampus Unsrat Bahu, Manado 95115, Sulawesi Utara, Indonesia

PIC: 921868116

VAT -

9. University of the Philippines System (UP)

Diliman, Quezon City 1101, Metro Manila, Philippines

PIC: 989756088

VAT PH)))864006000

10. Ateneo de Manila University (ADMU)

Katipunan Avenue, Loyola Heights, Quezon City, Philippines

PIC: 999620212

VAT PH000707229NV

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 IV).

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 parties 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 parties, 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 **Competen SEA** (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 574212-EPP-1-2016-1-NL-EPPKA2-CBHE-JP 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 Consortium Agreement, and take precedence over it (see Article 20 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 party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

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 party;
- (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 needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;
- (e) 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 etc.);
- (f) 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.

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 999.135,00 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 and, where applicable, other external sponsors 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 I 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 accounts stipulated below:

2. Universidad Carlos III de Madrid (UC3M)

Name of the bank: ...
Account holder: ..
Bank account number: ..
IBAN code: ..
SWIFT/BIC code: ..
VAT Number: Q2818029

3. Universität des Saarlandes (USAAR)

Name of the bank:
Account holder:
Bank account number:
IBAN code:
SWIFT/BIC code:
VAT Number: DE138117521

4.

5. University Sains Malaysia

Name of the bank:
Account holder:
IBAN code:
SWIFT/BIC code:
VAT Number-

6. Universiti Malaysia Sarawak (UNIMAS)

Name of the bank:
Account holder:
IBAN code:
SWIFT/BIC code:
VAT Number: -

7. Universitas Brawijaya (UB)

Name of the bank:
Account holder:
Bank account number:
IBAN code:
SWIFT/BIC code:
VAT Number:

8. Universitas Sam Ratulangi (UNSRAT)

Name of the bank: PT. Bank Negara Indonesia (Persero) Tbk. Kantor Cabang Manado
Account holder: RPL 049 UNSRAT BLU DANA KELOLAAN
Bank account number: 0537072055
IBAN code: -
SWIFT/BIC code: BNINIDJAMDO
VAT Number: -

9. University of the Philippines (UP)

Name of the bank:
Account holder:
IBAN code:
SWIFT/BIC code:
VAT Number: PH000864006000

10. Ateneo de Manila University (ADMU)

Name of the bank:
Account holder:
IBAN code:
SWIFT/BIC code:
VAT Number: PH000707229NV-

5.2 The transfer of the Erasmus+ grant contribution to individual beneficiaries will be implemented in accordance with the following timetable and procedure:

Payment(s) in advance

Payments are only made after receipt of the necessary proofs of expenditure/activity (as specified in the Guidelines for the Use of the Grant

The coordinator will transfer to the respective account of each beneficiary in advance of the actual activities (/expenditures) [part of] the estimated Erasmus+ grant contribution identified under Annex 1 of this Agreement, in the following way:

1. Pre-financing: 40% of the estimated Erasmus+ grant contribution at the time of signature of this Agreement
2. Second payment: 20% of the estimated Erasmus+ grant contribution upon approval of the Progress report due at 1-3-2018. Full payment of the second instalment to the partner may not be made until at least 70% of the pre-financing payment has been used up. Where the consumption of the pre-financing is less than 70%, the amount of the second payment shall be reduced by the unused amount of the pre-financing.
3. Final payment will be made after payment of the balance of the total amount of the grant.

All payments are advances and shall be deemed final only upon the explicit approval of the agency of the final report, the corresponding cost statement and the quality of the results of the project.

5.3 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 15 days after the end of the project's contractual period.

5.4 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 following procedure will apply:

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

If the above written under 1) is not possible opportunity 2 will become valid.

2) the beneficiary(ies) commit to take in charge a percentage of the ineligible amount(s) corresponding to their share of the Erasmus+ grant and will reimburse it to the coordinator.

5.5 The costs of financial transfers shall be borne as following:

The Open Universiteit Nederland bears the bank fees for the money transfer from the account of the Open Universiteit Nederland to the respective accounts of the partners. Any additional fees that bank institutions of the partners may charge, has to be borne by the respective partner institution.

Article 6 Reporting

The Partner shall provide the Coordinator with any information and document required for the preparation of the Progress and the Interim reports and, where appropriate, with copies of all the necessary supporting documents completed and signed by the due representative of the Partner by the following dates at the latest.

Reporting period	Submission of documents by Partners deadline	Reporting obligation of the Coordinator
15-10-2016 to 30-4-2017	31-5-2017	Internal reporting
15-10-2016 to 31-12-2017	31-1-2018	Progress Report submission 1-3-2018
15-10-2016 to 31-12-2018	31-1-2019	Internal reporting
15-10-2016 to 14-10-2019	31-10-2019	15-11-2019 Final report submission

The Partner shall provide the Coordinator with any information and document required for the preparation of the final report with copies of the necessary supporting documents completed and signed by the due representative of the Partner, not later than **31-10-2019**.

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 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 Special provisions on the conversion of costs incurred in another currency into euro:
Any conversion into euro of actual costs incurred in other currencies shall be made by the beneficiary at the monthly accounting rate established by the Commission and published on its website http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm applicable:

1. on the month of the first pre-financing for all costs incurred until the second pre-financing is received and

2. on the month of the receipt of the second pre-financing for all costs incurred until the end of the project.

6.5 Depreciation

Considering the particular nature of the ERASMUS+ Programme – Capacity Building in the field of higher education, the total purchase cost of the equipment will be taken into account by the Agency rather than the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action. **Depreciation costs shall be considered ineligible!**

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, in the Guidelines for the Use of the Grant and in the Guidelines for the Special Mobility Strand (when applicable).

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

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 support documentation 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.

7.6 Ineligible costs

- Equipment such as: furniture, motor vehicles of any kind, equipment for research and development purposes, telephones, mobile phones, alarm systems and anti-theft systems;
- Costs of premises (purchase, rent, heating, maintenance, repairs etc.)
- Costs linked to the purchase of real estate
- Expenses for activities – and related travel – that are not carried out in the project beneficiaries country (See Annex IV of the Grant Agreement), unless listed as an eligible activity in the Guidelines for the Use of the Grant or explicit prior authorisation has been granted by the Agency
- Depreciation costs (see article 6.5).

7.7 Penalties in the case of poor, partial or late implementation

For the purpose of poor, partial or late implementation as provided for in Article II.25.4 of the General Conditions of the Grant Agreement, and in a total of maximum 100 points, the reduction of the grant will be of:

- 25% if the project scores at least 40 points and below 50 points.
- 35% if the project scores at least 30 and below 40 points.
- 55% if the project scores at least 20 and below 30 points.
- 75% if the project scores below 20 points.

Article 8

General administrative provisions

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

1. For the coordinator: Open Universiteit Nederland (OUNL)
Dr. H. Drachsler
Hendrik.drachsler@ou.nl
+31 45 5762222

For the beneficiaries:

2. **Universidad Carlos III de Madrid (UC3M)**
[Project manager name]
email
phone

3. **Universität des Saarlandes (USAAR)**
[Project manager name]
email
phone

4.

5. **Universiti Sains Malaysia**
[Project manager name]
email
phone

6. **Universiti Malaysia Sarawak (UNIMAS)**
[Project manager name]
email
phone

7. **Universitas Brawijaya (UB)**
[Project manager name]
email
phone

8. **Universitas Sam Ratulangi (UNSRAT)**
Alwin Melkie Sambul
asambul@unsrat.ac.id
+6281277931074

9. University of the Philippines (UP)

[Project manager name]

email

Phone

10. Ateneo de Manila University (ADMU)

[Project manager name]

email

phone

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

Article 9 Promotion and visibility

9.1 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.

9.2 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 10 Confidentiality and data protection

10.1 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 party. The parties shall remain bound by this obligation beyond the closing date of the action.

10.2 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 11 Ownership and property rights

11.1 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 of the Grant Agreement.

11.2 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.

Article 12

Liability

12.1 Each of the contracting parties 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 party or its staff/students.

Article 13

Conflict of interest

13.1 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.

13.2 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.

13.3 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 14

Working languages

14.1 The working language of the partnership shall be English.

14.2 Both parties commit in allocating to the project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 15

Conflict resolution

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

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

Article 16

Applicable law and jurisdiction

16.1 This Agreement is governed by the Dutch law, being the law of the coordinator's country.

16.2 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.

16.3 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 parties.

16.4 If any provision in this Agreement should be wholly or partly ineffective, the parties 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.

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

Article 17 **Termination of the Agreement**

17.1 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.

17.2 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 18 ***Force Majeure***

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

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

Article 19 **Amendments**

19.1 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 both parties. No oral agreement may bind the parties to this effect.

19.2 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 20 **Annexes**

- Annex I – Budget/Expenditure/Co-financing breakdown per partner and budget category.
- Annex II - Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes
- Annex III - link to Guidelines for the Use of the Grant.
- Annex IV- Reporting forms.

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 Beneficiary

Universitas Sam Ratulangi (UNSRAT)

The legal representative

Prof. Dr. Ir. Ellen J. Kumaat, MSc. DEA.

✱ 

Done in Manado

Date: May 23rd, 2017