

Erasmus+ Programme

Key Action 2

– Cooperation for innovation -

Strategic Partnerships for Adult Education

2020-1-ES01-KA203-082341

**Inclusive Playgrounds: Teacher Training
Programme (PINC)**

PARTNERSHIP AGREEMENT

Partnership agreement

Between

(1) UNIVERSIDAD DE MURCIA E MURCIA01

Avenida Teniente Flomesta Edificio Convalecencia, 30003 Murcia, Spain, ESQ3018001B. E10208658
represented by Mr. José Luján Alcaraz, Rector, coordinator of the project Inclusive Playgrounds: Teacher Training Programme, hereinafter referred to as acronym of the “coordinator”.

and

ARTESIS PLANTIJN HOGESCHOOL B ANTWERP62

LANGE NIEUWSTRAAT 101 - 2000, ANTWERPEN – BELGIUM BE0535880359

E10085624

UNIVERSITA DEGLI STUDI DI PALERMO I PALERMO01

PIAZZA MARINA 61 - 90133, PALERMO – ITALY IT00605880822

E10208370

PANEPISTIMIO THESSALIAS G VOLOS01

ARGONAFTON FILELLINON 000 - 38221, VOLOS – GREECE EL090055634

E10174358

CESIE. 12919. ASSOCIAZIONE

VIA BENEDETTO LETO 1 000 - 90040, TRAPPETO - ITALY

E10109434

FUNDACION ONCE PARA LA COOPERACIONE INCLUSION SOCIAL DE PERSONAS CONDISCAPACIDAD

CALLE SEBASTIAN HERRERA 15 000 - 28012, MADRID – SPAIN ESG78661923

E10208234

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E10208271

PREAMBLE – DEFINITIONS OF THE TERMS USED IN THE PARTNERSHIP AGREEMENT

Coordinator: a participating organization applying for an Erasmus+ grant on behalf of a consortium of partner organizations. The coordinator in this agreement is the University of Murcia.

Partners (partner organizations): participating organizations involved in the project but not taking the role of applicant.

Grant agreement (GA): Contract signed between the National Agency and the coordinator. It constitutes a frame for the resources allocated for the development of the project. The partner organizations have signed a mandate to confer to the coordinating organization, i.e. Universidad de Murcia, the responsibility of acting as main beneficiary.

Intellectual outputs (IO): They constitute the results of the project funded. They are characterized by their collaborative dimension. The **intellectual output coordinators** must ensure the realization (on time) and achievement (number and quality) of the intellectual outputs.

Application Form: Definition of the project that was submitted to the National Agency in order to apply for a grant allowing to develop the activities planned by the partnership.

Legal representative: The legal representative is the person who is authorized to enter into a legally-binding commitment on behalf of the organization.

Contact Person: The contact person is an individual who is familiar with the application and involved in the day to day running of the project. The contact person will be the first point of contact for the application and for the grant.

National Agency (NA): in this agreement the term refers to the Spanish National Agency "SEPIE: Servicio Español para la Internacionalización de la Educación" which has decided to grant the project under the terms and conditions set out in the Special Conditions, the General Conditions and other annexes of the Grant Agreement.

ARTICLE 1 – SUBJECT OF THE PARTNERSHIP AGREEMENT

- 1.1. The purpose of this Partnership Agreement is to define the organization of the partnership by regulating the rights and obligations of the coordinator and the partners in order to successfully implement the *Erasmus + Action Key 2 Strategic Partnerships for Higher Education* project entitled "***Inclusive Playgrounds: Teacher Training Programme***" (hereinafter "the project") N° **2020-1-ES01-KA203-082341** in the framework of the Erasmus + Programme.
- 1.2. The coordinator and the partners commit themselves to carrying out the project as set out in the Grant Agreement and its annexes signed between the University of Murcia and the Spanish National Agency (SEPIE).

ARTICLE 2 – DURATION OF THE AGREEMENT

- 2.1 This agreement shall come into force on the day when it has been signed by all partners.
- 2.2 The action and the period of eligibility of costs shall begin on **1-10-2020** (the «starting date of the action») and shall end on **31-3-2023** (the «closing date of the action»), 30 months.
- 2.3 This agreement shall remain in force until the coordinator has discharged in full its obligations arising from the *Grant Agreement* with the Spanish National Agency (SEPIE).

ARTICLE 3 – ROLE AND OBLIGATIONS OF THE COORDINATOR AND THE PARTNERS

- 3.1 The coordinator shall:
 - have full responsibility vis-à-vis the National Agency for coordinating the implementation of the "Inclusive Playgrounds: Teacher Training Programme » project in accordance with the Application Form and the *Grant Agreement* **N. 2020-1-ES01-KA203-082341** and its annexes;
 - take all the necessary steps to prepare, perform and correctly manage the work programme in accordance with the objectives and description of the project as set out in the Grant Agreement and its annexes;
 - define in conjunction with the partner the role and rights and obligations of the two parties;
 - transfer the funds allocated to the partner without any delay;
 - supply all required documents and information to the National Agency, in particular, be responsible for writing and submitting Intermediate and Final Reports and requests of payment to the National Agency within the deadline given in the *Grant Agreement* and its annexes;
 - supply contractual documents and all information related to the implementation of the project from the NA to the partners; keep the partners informed on a regular basis about all relevant communication with the NA and about any event that could substantially affect the implementation of the project;
 - inform the NA about the transfers between categories of eligible costs as defined in the Grant Agreement;
 - be responsible, in the event of audit, checks or evaluations for collecting and providing the NA with all the

necessary documents, including the accounts of the partners, the accounting documents and signed copies of sub-contracts, if any have been concluded during the project;

- in case of irregularities the coordinator bears the overall responsibility towards the National Agency for the repayment of the amounts unduly paid. By way of the derogation from this principle if the irregularity is committed by a partner, the concerned partner shall repay to the coordinator the amounts unduly paid;
 - remind partners on a regular basis of the activities to be done, provide partners with templates, instructions and all necessary information to facilitate the implementation of the project activities and reporting obligations according to the project description;
- ensure adequate communication and interaction within the partnership in continuous and smooth way;

3.2 The partners shall:

take all the necessary steps to prepare, perform and correctly manage the work programme in accordance with the objectives and description of the project as set out in the Grant Agreement N. 2020-1-ES01-KA203-082341 and its annexes;

- define in conjunction with the coordinator the role and rights and obligations of the two parties;
- appoint a Contact Person responsible for the implementation of the project "Inclusive Playgrounds: Teacher Training Programme » in their institutions and provide the staff, facilities, equipment and material necessary to perform the project activities;
- implement the project activities and deliver the outputs they are responsible for according to the work plan, quality requirements and schedule of the project; contribute to the evaluation, validation and dissemination of the project of the results;
- inform the coordinator of any event of which the partners are aware that could substantially affect the implementation of the project;
- provide the coordinator in due time with information and supporting documents necessary for the preparation of reports, accounts, financial statements and other documents according to the *Grant Agreement* and its annexes; in particular, to provide the coordinator with timesheets and report of financial expenses **every 6 months** using the templates and instructions provided by the coordinator;
- maintain either a separate accounting system or an adequate accounting code for all transactions relating to the project;
- accept responsibility for all information communicated to the coordinator, including details of costs claimed and, where appropriate, ineligible expenses; reply by mail to all requests for information expressed by the coordinator;
- commit to pay or reimburse any ineligible expenditure in the framework of the project, or any expenditure for which the partner did not provide the coordinator in due time with the documents asked by the National Agency;
- inform the coordinator about any change in its individual budget, and await approval of the coordinator before proceeding in it;
- provide the coordinator with all documents necessary in case of inspections or evaluations, as described in the respective terms of the Agreement, including contracts for staff working on the project from every partner institution.

ARTICLE 4 – DISSEMINATION

- 4.1. The partner shall acknowledge the grant support received under the Erasmus+ Programme in any document disseminated or published, in any product or material produced with the grant support, and in any statement or interviews given, in accordance with the visual identity guidelines provided by the European Commission.
- 4.2. The acknowledgement shall be followed by a disclaimer stating that the content of the publication is the sole responsibility of the publisher and that the European Commission is not liable for any use that may be made of the information.

ARTICLE 5 – FINANCING OF THE ACTION

- 5.1 The total expenditure to be committed by the partner for the period covered by this contract is specified in Appendix I of this partnership agreement.

This quantity is subject to the implementation of the corresponding work plan and might vary in case of modifications of the mentioned plan or by agreement between the parties, always respecting the provisions of the Grant Agreement regarding the transfers between budget categories.

- 5.2 The partner institution accepts the grant and undertakes to carry out the project's activities under its own responsibility.
- 5.3 The partner accepts that the grant received is not to be assigned to any other body, transferred to a third party or seized or sequestered in any way.
- 5.4 In case that, within a five-year period, in the context of evaluation or auditing of the Project by EU authorities entitled to perform such evaluation or auditing, expenses declared and done by the partner are declared as not eligible, the partner is obligated to immediately return to the coordinator the amounts that correspond to those expenses characterized as not eligible, provided these amounts had been transferred to the partner by the coordinator.

ARTICLE 6 – PAYMENTS

- 6.1 The coordinator commits to carrying out payments relating to the subject matter of this contract to the partner according to the achievement of the tasks and to the following schedule:

1st Payment: 40% of funds allocated to each partner institution. 30 days after the first instalment of funds has been transferred from the National Agency to the UMU. It will be compulsory to receive this agreement duly signed by the legal responsible from the partner institution before the transfer can be done.

2^d Payment: 40% of funds allocated to each partner institution. Once the Progress Report (February 2022) has been duly fulfilled and submitted to the National Agency proving, that the project has spent at

least 70% of funds received from the first instalment. This transfer of funds will be done after complete justification of all expenses by each partner institution, up to the date 31/1/2022.

Final Payment. Up to 20% of remaining funds, once the National Agency had approved the Final Report and made the reimbursement to the coordinating institution (the University of Murcia).

- 6.2 All payments shall be regarded as advances pending explicit approval by the National Agency of the final report, the corresponding cost statement and the assessment of the quality of the results of the project.
- 6.3 Any revenue generated by the Project and received by the Co-beneficiary shall be declared in the financial statement and shall decrease by a proportionate amount the financial contribution of the EU Erasmus+ Programme, so revenue and expenditure become balanced. Any revenue shall be declared and communicated to the Contractor at the time it incurs without delay.
- 6.4 As part of good cooperation and orderly development and progress of the Project, and in order to ensure a unified response, the Co-beneficiary is allowed to submit questions to the Contractor on time so as to resolve any query and remove any doubt or ambiguity

ARTICLE 7 – BANK ACCOUNT OF THE PARTNER INSTITUTION

VAT Number of the institution (Tax Identification Number) [REDACTED]

Bank Name: [REDACTED]

Address: [REDACTED]

Account Number: [REDACTED]

Account Holder/IBAN code: [REDACTED]

SWIFT Code: [REDACTED]

Variable symbol: [REDACTED]

ARTICLE 8 – REPORTING TO THE COORDINATOR

- 8.1 The partner shall submit a periodic report using the templates and instructions provided by the coordinator **every 6 months**.

This reporting package will consist of:

- a narrative report describing the actions, processes and outcomes, as well as the dissemination activities carried out in the covering period
 - a financial report of the financial resources required or used for carrying out the project activities, together with copies of boarding passes for attendance to transnational meetings and any other document required by the coordinator
 - the set of 6 monthly timesheets specifying the tasks and time devoted to the project every month.
- 8.2 Apart from the reporting packages, the coordinator may request to the partners information about the progress of the tasks on a monthly basis through email, videoconference, or at a personal meeting, if that is the case.

ARTICLE 9 - SUBMISSION OF REPORTS AND OTHER DOCUMENTS TO THE NATIONAL AGENCY

According to agreement signed with the National Agency, the coordinator shall comply with the following deadlines:

9.1 PROGRESS REPORT: 28/2/2022. For activities dated from the beginning of the project to 31/1/2022.

The partner shall provide the coordinator with any information and document required for the preparation of this report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative of its institution, by the 7/2/2022 at the latest.

9.2 FINAL REPORT: May 2023. 60 days after official termination of the project, which is 31/3/2023.

The partner shall provide the coordinator with all the necessary input for the preparation of Project's deliverables for which the coordinator or any other partner is responsible to develop. Deadline for partners will be 7/4/2023.

ARTICLE 10 - INTELLECTUAL PROPERTY RIGHTS

10.1 For materials already developed and brought in and used within the scope of the project copyrights must be strictly safeguarded. Permission for reproduction and scale of reproduction must be agreed beforehand with the owner.

10.2 The project deliverables, patents, copyrights and intellectual property rights, as well as reports and other documentation resulting from this contract, shall be the property of the coordinator and all the partners of the Project.

10.3 The collective products of the project may be reused as extracts by any partner, as long as: they are clearly identified as products of the Project Partnership and all copyright matters are taken into account.

10.4 Educational materials produced under the scope of the project shall be made available through the Internet, free of charge and under open licenses.

10.5 The coordinator and the partners grant the SEPIE (National Agency ES), the Education, Audiovisual and Culture Executive Agency and the European Commission the right to make free use of the results of the action, provided it does not breach its confidentiality obligations or existing industrial or intellectual property rights.

ARTICLE 11 - CHANGE OF PARTNERSHIP

11.1 Neither the coordinator nor the partners are authorized to neither terminate its participation in the consortium nor transfer their rights and obligations without the prior consent of other partners and the NA. The following requirements are necessary for different modifications of project partnership:

- Addition of a project partner requires endorsement from the new member (signed by the legal representative), acceptance letters from all other partners (signed by the contact persons) and a mandate signed between the coordinator and the new partner. These will be forwarded by the coordinator with the request. In case a new partner is integrated to the project, an amendment would be signed by all partners, including the new one, mentioning that the new partner commits to comply with the present

agreement.

- Withdrawal of a project partner requires written explanation from the coordinator and the withdrawing project partner, signed by legal representatives. Where the minimum partnership requirements are no longer fulfilled the NA reserves the right to decide on the continuation of the grant agreement;
- Partners are directly and exclusively responsible towards the coordinator for the due implementation of their respective contribution to the project and for the proper fulfilment of their obligations as set out in this agreement. Should a partner not fulfil its obligations under this contract in due time, the coordinator shall admonish him to fulfil them within a reasonable period of time. The partner will undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the coordinator may decide to debar the partner concerned from the project with approval of the other partners. The NA shall be promptly informed of such an intended decision by the coordinator and the change in the partnership has to be approved by the NA according to the provisions of the *Grant Agreement*.
- Changes of contact person for a partner require written confirmation signed by the new contact person and by the legal representative of the partner and by the former contact person.
- In case a partner withdraws from the project or is debarred from it, the remaining partners will undertake to find a rapid and efficient solution to ensure the further proper project implementation without any delay. Consequently, project partners will endeavor to cover the contribution of the withdrawing project partner, either by assuming its tasks by one or more of the present project partners, or by asking one or more new participants to join the project partnership.
- The provisions set for audits in Article 10 remain applicable to the partner that backed out of the project or was debarred from the project.

11.2 Any change of address, legal representative or contact person for the project must be notified to the coordinator with the certificates attesting the position and the competences of a new legal representative or a new contact person.

ARTICLE 12 - TERMINATION OF THE AGREEMENT

- 12.1 The coordinator may decide to terminate the agreement 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 to the partner by registered letter has remained without effect for one month.
- 12.2 The partner shall immediately notify the coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.
- 12.3 In the event the partner terminates its participation in the project, they will receive payment based on the report of activities and the financial report carried out up until the termination date. If the partners receive payment but terminate their participation in the project without completing their assigned activities under the terms of this Contract and of the Agreement signed between the coordinator and the Spanish National Agency, they are obligated to reimburse the payment received.

ARTICLE 13 - JURISDICTION CLAUSE

- 13.1 Failing amicable settlement, the Spanish courts, being the law of the country of the coordinator, shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.

13.2 The law applicable to this contract shall be the Spanish law.

Article 14 - SUPPLEMENTARY AGREEMENTS

14.1 Amendments to this contract shall be made only by a written supplementary Agreement signed on behalf of each of the parties by the signatories to this contract. No oral agreement may bind the parties to this effect.

Appendix I: Budget redistribution per partner and per cost category.

For the **COORDINATOR**,

For the **PARTNER**,

Name of the Institution: UNIVERSIDAD DE MURCIA

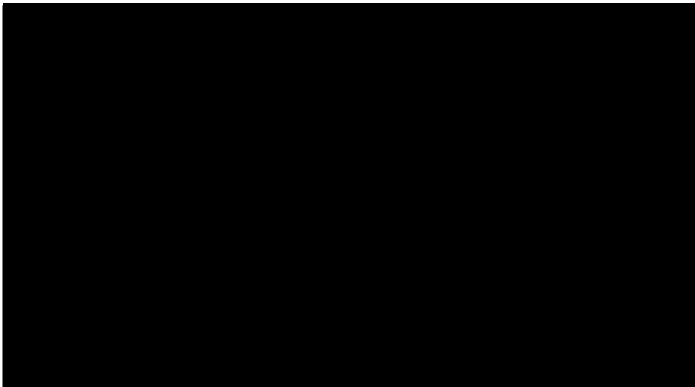
Name of the Institution: Palacký University

Legal Representative (name and position):

Legal Representative (name and position):

José Luján Alcaraz. Rector

Jaroslav Miller, Rector



Date: 08-12-2020

Place: Olomouc



Appendix I: Budget redistribution per partner and per cost category

UNIVERZITA PALACKEHO V OLOMOUCI	
Budget Items	Total Grant
Project Management and Implementation	7.500,00
Transnational Project Meetings	2.300,00
Intellectual Outputs	13.289,00
Multiplier Events	4.000,00
Learning/Teaching/Training Activities	0,00
Exceptional Costs for Expensive Travel	0,00
Special Needs Support	0,00
Exceptional Costs	0,00
Exceptional Costs Guarantee	0,00
Total Grant	27.089,00

Transnational Project Meetings

Id Meeting Title	Distance Band	No. of Participants	Total Grant
Acuerdos de modificación de las guías. Revisión del plan de difusión y preparación de los eventos multiplicadores.	100 - 1999 km	1	575,00
Puesta en marcha del proyecto. Presentación de resultados de la encuesta. Toma de desiones sobre las necesidades en cada país.	100 - 1999 km	1	575,00
Reunión de organización para la puesta en marcha de la formación piloto	100 - 1999 km	1	575,00
Reunión de planificación y desarrollo del manual de apoyo, del manual de formación de docentes y de los materiales complementarios	100 - 1999 km	1	575,00
Total		4	2.300,00

Intellectual Outputs

Output	Category of Staff	No. of Working Days	Total Grant
O1: O1- GUÍA GENERAL DEL ALUMNADO: PROCESOS INCLUSIVOS EN EL ÁMBITO EDUCATIVO	Teachers/Trainers/Researchers	13	1.781,00
O2: O2- GUÍA TEÓRICA SOBRE EL JUEGO: EL JUEGO COMO FACILITADOR DE INCLUSIÓN	Teachers/Trainers/Researchers	13	1.781,00
O3: O3.-GUÍA PRACTICA DE JUEGO: JUEGOS ACTIVOS Y AJUSTES NECESARIOS	Teachers/Trainers/Researchers	30	4.110,00

PARA FAVORECER LA ACCESIBILIDAD			
O4: 04.-GUÍA PARA LIDERAR UNA COMUNIDAD EDUCATIVA: ESTRATEGIAS DE SENSIBILIZACIÓN HACIA LA INCLUSIÓN EN PERIODOS DE RECREO DEL ALUMNADO	Teachers/Trainers/Researchers	13	1.781,00
O5: 05.-GUÍA PARA EL PROFESORADO: RECURSOS Y DIDÁCTICA DEL PROGRAMA PINC	Teachers/Trainers/Researchers	28	3.836,00
Total		97	13.289,00

Multiplier Events

Event	Country of Venue	No. of Local Participants	No. of Foreign Participants	Total Grant
E3: Jornada Presentación Patios Inclusivos (PINC)	CZ - Czech Republic	30	5	4.000,00
Total		30	5	4.000,00