

PARTNERSHIP AGREEMENT
FOR THE IMPLEMENTATION OF THE PROJECT
LOODA – Looking for Datas. A Training Manual for European Children’s Museums

between

Fondazione MUBA, Via Enrico Besana 12 – Milano (Italy) (hereinafter “MUBA” or “Lead Partner”)

and

SLADOVNA PISEK o.p.s, Velké náměstí 113/1 – Pisek (Czech Republic) (hereinafter “Project Partner 1”)

and

HANDS ON! INTERNATIONALE VEREINIGUNG FÜR KINDER IN MUSEEN, FRIEDRICHGASSE 34 000 8010 GRAZ, AUSTRIA (hereinafter “Project Partner 2”)

and

SOCIETA’COOPERATIVA BAM! STRATEGIE CULTURALI, VIA MARCONI 45 000 40122 BOLOGNA (hereinafter “Project Partner 3”)

Project Partner 1, 2, and 3 hereinafter jointly be referred to as “Project Partners”. Project Partner and Lead Partner hereinafter jointly be referred as Parties or Partners

Whereas:

- A. MUBA has applied as leading partner and coordinator the application form in order to request a grant for an action called “Erasmus Plus – KA210 VET – Small Cooperation Partnership” (hereinafter the “Project” or “Action”).
- B. MUBA has been awarded the grant from Agenzia Nazionale Erasmus INAPP (hereinafter INAPP) for the Project and as a consequence it has executed, as coordinator and leading Partner of the Project, with INAPP an agreement called “convenzione di sovvenzione” (hereinafter “Grant agreement”) agreeing to implement the Project acting on its own responsibility;
- C. The Grant agreement (attached to this partnership agreement as Annex 5 and the Application Form (attached as Annex 6) is an integral and substantial part of this partnership agreement.
- D. MUBA together with the Project Partners are the beneficiaries of the grant at terms and conditions stated in Grant Agreement.
- E. The Parties deem it necessary to regulate between them any terms and conditions of the partnership, roles and obligations.

This being stated, the parties agree and stipulate the following.

1. Subject of the Cooperation Agreement

- 1.1 The subject of this Partnership Agreement is the organisation of the partnership by regulating the rights and obligations of the Parties in order to successfully implement the Project.
- 1.2 The Grant Agreement will become integral part of this agreement: the Project Participants have to fully respect the content and obligations set by the abovementioned document.
- 1.3 In case of discrepancy between the provisions of the Grant Agreement and of the present partnership agreement, the provisions of the Grant Agreement will prevail.

2. Duration of the agreement

2.1 This agreement shall take full effect on the date of its execution by all Parties and shall remain in force until the Leader Partner as discharged in full its obligations arising from the grant agreement towards the Agency INAPP, including the period needed to report to the Agency INAPP (hereinafter "Agency")

3. Objectives of the project

3.1 The project aims to improve children's museum operator skills by designing and testing an innovative training course, common among the partners and adaptable at European level, aimed at training the operators of children's museums. The course wants to train the operators in the use of a toolkit for data collection, which allows to obtain a data - base useful on the one hand to the single reality and on the other hand comparable at national and international level.

4. Activities of Partners and Roles of the Partners

4.1 Activities of the Partners are described in the Grant Agreement and Application Form and hereinafter summarized

- a. MUBA and Sladovna are the organisations that will provide the Project with the personnel to be trained and will make available spaces and resources to carry out the pilot training and action course.
- b. MUBA, as leader partner, will be in charge of the general coordination of the partnership, relations with the Agency and final reporting.
- c. BAM! Cultural Strategies, will bring its expertise in elaborating and leading the training course for the staff of Sladovna and MUBA, will be in charge of monitoring and evaluating the pilot action experience that the involved staff will carry out in the two children museums.
- d. MUBA and BAM! will collaborate in the drafting of the Training Manual resulting from the training course and the pilot action experience at the two museums.
- e. Hands-On! will make available to the partnership the data and experiences to be selected and will take care of the dissemination of the Project among its associated members.
- f. Each partner has assigned activities for which they will be responsible, but the work of the whole project will see the involvement and collaboration of all partners.

WP1: project management and final reporting

- Activity 1.1: coordination of project management (MUBA)

- *Breakdown of the estimated costs for the activity:*
- *Project management MUBA: 3640,00 EUR*
- *Project management Sladovna: 1662,00 EUR*
- *Grant amount allocated to the activity 1.1: 5302,00 EUR*

- Activity 1.2: final reporting (MUBA)

- *Breakdown of the estimated costs for the activity:*
- *Administrative MUBA: 2000,00 EUR*
- *Grant amount allocated to the activity 1.2: 2000,00 EUR*

WP2: training, research, experience and evaluation

- Activity 2.1: Kick off meeting and definition of research on Children's museums at the European level (Hands - On!, BAM!)

- *Breakdown of the estimated costs for the activity:*
- *Manager BAM!: 1.176,00 EUR, BAM*
- *Researcher BAM!: 1.070,00 EUR*

- *Researcher Hands-On! 1.205,00 EUR,*
- *Technician Hands – On!: 760,00 EUR*
- *Grant amount allocated to the activity 2.1: 4 211,00 EUR*
- **Activity 2.2: planning of the training for children’s museums’ staff and of the pilot experience to implement after and during the training (BAM!)**
- *Breakdown of the estimated costs for the activity:*
- *Manager BAM: 1.764, 00 EUR,*
- *Researcher BAM; 1.926,00 EUR*
- *Grant amount allocated to the activity 2.2: 3 690,00 EUR*
- **Activity 2.3: training online (MUBA, Sladovna, BAM!)**
- *Breakdown of the estimated costs for the activity:*
- *Researchers MUBA: 1.712,00 EUR*
- *Manager BAM!: 1.176,00 EUR ,*
- *Researcher BAM!: 856,00 EUR*
- *Reserarchers Sladovna: 765,00 EUR*
- *Grant amount allocated to the activity 2.3: 4 509,00 EUR*
- **Activity 2.4: 1st training live session, 3 days, in Milano (MUBA, Sladovna, BAM!)**
- *Breakdown of the estimated costs for the activity:*
- *Project Manager MUBA: 840,00 EUR*
- *Researchers MUBA: 1.284,00 EUR*
- *Organisational costs MUBA: 800,00 EUR*
- *Manager BAM: 882,00 EUR,*
- *Researcher BAM: 642,00 EUR*
- *Travel and subsistence BAM: 996.00 EUR*
- *Researchers Sladovna: 884,00 EUR*
- *Travel and subsistence Sladovna: 2.088,00 EUR*
- *Grant amount allocated to the activity 2.4: 6 328,00 EUR*
- **Activity 2.5: 2st training live session. 3 days, in Pisek (MUBA, Sladovna, BAM!)**
- *Breakdown of the estimated costs for the activity.*
- *Researchers MUBA: 1.284,00 EUR*
- *Project Manager MUBA: 840,00 EUR*
- *Travel and subsistence MUBA: 1779,00 EUR*
- *Manager BAM: 882,00 EUR,*
- *Researcher BAM: 642,00 EUR*
- *Travel and subsistence BAM: 1.186,00 EUR*
- *Researchers Sladovna: 886, 00 EUR*
- *Organizational costs Sladovna: 550,00 EUR*
- *Grant amount allocated to the activity 2.5: 8 049,00 EUR*
- **Activity 2.6: implementation of the pilot experience in Milano (MUBA)**
- *Breakdown of the estimated costs for the activity:*
- *Researchers MUBA: 2.996,00 EUR MUBA*
- *Organizational costs MUBA: 800,00 EUR*
- *Grant amount allocated to the activity 2.6: 3 796,00 EUR*
- **Activity 2.7: implementation of the pilot experience in Pisek (Sladovna)**
- *Breakdown of the estimated costs for the activity:*
- *Resarchers Sladovna: 2954,00 EUR*
- *Grant amount allocated to the activity 2.6: 2 954,00 EUR*
- **Activity 2.8: evaluation of the training and of the pilot experience (BAM!)**
- *Breakdown of the estimated costs for the activity:*
- *Manager BAM: 1680,00 EUR,*
- *Researcher BAM: 1.070,00 EUR*
- *Grant amount allocated to the activity 2.8: 2 750,00 EUR*

- **Activity 2.9: development of a training Manual (output) (MUBA, BAM!)**
- *Breakdown of the estimated costs for the activity:*
- *Researchers MUBA: 1404,00 EUR*
- *Manager BAM: 1.120,00 EUR*
- *Researcher BAM: 932,00 EUR*
- *Grant amount allocated to the activity 2.9: 3 456,00 EUR*
- **WP3: communication and dissemination**
- **Activity 3.1: publication of the training Manual (output)(BAM!, MUBA)**
- *Breakdown of the estimated costs for the activity:*
- *Technician MUBA: 1500,00 EUR*
- *Organisational costs MUBA: 1500,00 EUR*
- *Grant amount allocated to the activity 3.1: 3 000,00 EUR*
- **Activity 3.2: dissemination of the training Manual (output) to european children's museums (Hands-On!)**
- *Breakdown of the estimated costs for the activity:*
- *Technician MUBA: 950,00 EUR*
- *Organizational Costs MUBA: 375,50 EUR*
- *Researcher Hands-On!: 602, 00 EUR,*
- *Technician Hands-On!: 855,00 EUR*
- *Grant amount allocated to the activity 3.2: 2 782,5 EUR*
- **Activity 3.3: communication of the development of the project (MUBA, Sladovna, BAM!, Hands-On!)**
- *Breakdown of the estimated costs for the activity:*
- *Technician MUBA: 1.900,00 EUR*
- *Organizational Costs MUBA: 375,50 EUR*
- *Technician Sladovna: 1.477,00 EUR*
- *Organizational costs Sladovna: 438,00 EUR*
- *Researcher Hands-On!: 723,00 EUR*
- *Technician Hands-On!: 855,00 EUR*
- *Grant amount allocated to the activity 3.3: 5 768,5 EUR*
- **Activity 3.4: final event online (MUBA)**
- *Breakdown of the estimated costs for the activity:*
- *Researchers MUBA: 428,00 EUR*
- *Project manager MUBA: 280,00 EUR*
- *Organisational costs MUBA: 400,00 EUR*
- *Researchers Sladovna: 296,00 EUR*
- *Grant amount allocated to the activity 3.4: 1 404,00 EUR*

5. More obligations of the Leading Partner

- 5.1 The Leading Partner has full financial and administrative responsibility for contribution for the entire duration of the Project.
- 5.2 The Leading Partner is also responsible for the proper reporting of progress during project implementation, as stipulated in the grant agreement. In principle, the PL has functional (coordination of the operation's activities) and financial responsibilities related to EU contribution.
- 5.3 The Applicant organization shall take all the steps needed to correctly manage the project in accordance with the Application Form approved and the grant agreement.
- 5.4 In details, the Leading Partner shall:
 - a. inform all Project Partners on the Grant Agreement;

- b. keep the Project Partners informed on a regular basis about all relevant communication between the Leading Partner and the Agency ;
- c. inform the Project Partners about all essential issues connected to the Project implementation without any delay;
- d. be responsible for the verification that the expenditure declared by the Project Partners has been incurred only for the purpose of implementing the project and corresponds to the activities agreed between the PPs in the frame of the approved Application Form;
- e. be responsible for the verification that the expenditure declared by the Project Partners;
- f. transfer the foreseen quota of EU grant to the Project Partners after the pre-financing payment (see article nr. 8 for details);
- g. submit the request for payment containing the final technical report and related documentation, the final financial report and the report of factual findings on the final financial report by an approved auditor;
- h. agree with the Project Partners before applying for budget reallocation between budget lines and/or work packages in accordance with the grant agreement.

6. More obligations of the Project Partners

- 6.1 The Project Partners respect all the rules and obligations set forth in the Grant Agreement. They commit themselves to do everything in their power to foster the implementation of the Project.
- 6.2 The Project Partners shall support the Leading Partner to fulfill its tasks according to the Grant Agreement.
- 6.3 In particular, each Project Partner shall:
 - a. provide the Leading Partner without any delay with any information needed to draw up the Reports and the Final Report, to react on any request by the Managing Authority or provide with any further information needed;
 - b. inform the Leading Partner immediately about any circumstance that could lead to a temporary or final discontinuation of the project.
 - c. maintain either a separate accounting system or an adequate accounting code for all transactions relating to the project;
 - d. inform the Leading Partner on the details of the bank account where the EU contribution of the Project Partner shall be transferred before the submission of the request for payment;
 - e. complete their activities foreseen for each reporting period of the project implementation;
 - f. have their expenditures incurred and paid in the given reporting period;
 - g. comply with Community and national rules, including rules on public procurement, state aid, publicity, rules on environmental protection, and equal opportunities.;
 - h. be responsible for the sound financial management of the funds allocated to the project part

7. Budgetary and financial framework

- 7.1 The project's budget is divided as follows:

	OVERALL BUDGET EU GRANT
APPLICANT ORGANIZATION	25.000 €
PP 1	12.000 €
PP2	5.000 €
PP3	18.000 €
TOTAL	60.000 €

The Agency transfers to the Leading Partner the 80% (Euros 48.000) of the total amount of the EU grant at the signature of the Grant Agreement between Agency and Leading Partner.

The Leading Partner will transfer the part of this first amount (Euros 48.000) due to the Project Partners with the following tranches:

- 40% at the moment of the receiving the transfer by the Agency;
- 30% at the end of the intermediate financial and technical report;
- 30% at the end of the definitive financial and technical report;

The Agency will transfer to the Leading Partner the last 20% of the total amount of the EU grant at the end of the Project, after approving the official financial and technical report.

The Leading Partner will transfer the last amount of the EU grant due to the Project Partners after receiving the transfer from the Agency INAPP.

8. Responsibilities of Partners

- 8.1 The Leading Partner solely assumes responsibility for the entire Project towards INAPP.
- 8.2 Each Project Partner is directly and exclusively responsible to the Leading Partner for the due implementation of its respective contribution to the Project and for the proper fulfillment of its obligations as set out in this agreement. Should a Project Partner not fulfill its obligations under this contract in due time, the Leading Partner shall admonish him to fulfill them within a reasonable period of time.
- 8.3 The Project Partners will undertake to find a rapid and efficient solution. Should the non-fulfillment continue, case of irregularities the Leading Partner bears the overall responsibility towards the Agency for the repayment of the amounts unduly paid. By way of the derogation from this principle if the irregularity is committed by a Project Partner the concerned Project Partner shall repay to the Leading Partner the amounts unduly paid.

9. Reporting obligations of the Project Partners

- 9.1 The Leading Partner can only submit the request for payment by providing proof of Project's implementation. Therefore, each Project Partner has to submit a report ("Partner Report") to the Leading Partner consisting of an activity report describing the activities carried out and their outputs and results during the reporting period and a financial report presenting the financial progress of the project with respect with total budget of the project.

- 9.2 The Project Partners have to respect the reporting content and deadlines of the Grant Agreement, and submit their reports and expenditure to the Leading Partner in due time, otherwise they will not be presented to the Agency.

10. Changes in the Project Partnership.

- 10.1 Being aware of the fact that all changes in the partnership need an approval of the INAPP which is also entitled to withdraw from the Grant Agreement if the number of Project Partners falls below the minimum number of needed participants, the Project Partners agree not to back out of the Project unless there are unavoidable reasons for it.
- 10.2 Each partner already warrants that it already has found a substitute in case of no- possibility of prosecution in the implementation of the Project. The name of the substitute will have to be disclosed, together with a letter of acceptance.
- 10.3 The Leading Partner will inform INAPP as soon as changes in the project partnership are foreseeable. The changes in the partnership enter into force only after the approval by the INAPP.
- 10.4 In the denied case in which INAPP for any reason shall not approve the new proposed partner and shall resolve the Grant Agreement demanding the return of the grant already received, each Partner will be required to immediately return what was received in execution of this agreement without prejudice to the reimbursement of greater damages.

11. Cooperation with third parties, assignment

- 11.1 In case of cooperation with third parties (e.g. concluding subcontracts) the Project Partner shall remain the sole responsible toward the Leading Partner concerning compliance with its obligations as set out in this agreement.
- 11.2 In case of legal succession, e.g. when the Project Partner changes its legal form, the Project Partner is obliged to transfer all duties under this contract to the legal successor. The participant shall notify the Leading Partner in written form in due to time.

12. Intellectual Property Rights

To the extent permitted by each Party's law all intellectual property rights of the Project will belong to the Parties as stated in the Grant Agreement.

13. Liability for damages

- 13.1 Except in cases of force majeure, each partner shall compensate for its part INAPP for any damage sustained by it as a result of the implementation of the Project or because the Project was not implemented or implemented poorly, partially or late.

14. Termination of the grant agreement

14.1 Termination by the Leading Partner

In duly justified cases, the Leading Partner, as Applicant organization, on behalf of all project partners, may terminate the Grant Agreement by formally notifying INAPP thereof, stating clearly the reasons and specifying the date on which the termination shall take effect. The notification shall be sent before the termination is due to take effect.

If no reasons are given or if INAPP considers that the reasons exposed cannot justify the termination, it shall formally notify the coordinating beneficiary, specifying the grounds thereof, and the Grant Agreement shall be deemed to have been terminated improperly, with the consequences set out in the fourth subparagraph.

Where the Agreement is terminated, payments by INAPP shall be limited to the amount on the basis of the eligible costs incurred by the beneficiaries and the actual level of implementation of the Project on the date when the termination takes effect.

15. Governing law

- 15.1 This agreement is governed by the Italian law, being the law of the country of the Leading Partner.
- 15.2 This cooperation agreement is executed in English. In case of a translation of this agreement and its annexes into another language than English, the English version shall prevail.

16. Final provisions

- 16.1 Any amendments to this agreement shall be in writing signed by all Project Participants.
- 16.2 Amendments and supplements to the present agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such.
- 16.3 If any provision in this agreement should be wholly or partly ineffective, the remaining provisions remain binding for the parties. In this case the parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.
- 16.4 The PL and all the Project Partners commit themselves to taking measures to ensure that all staff members carrying out the work respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties or use it without prior written consent.
- 16.5 The parties will make an effort to settle any disputes arising from this agreement out of the court. In case an agreement cannot be made in due time, the parties herewith agree that **Milano** (Italy) shall be the venue for all legal disputes arising from this contract.

Place, Date:

Applicant organization:

Name of legal responsible:

Signature:

Place, Date:

Name of Project Partner:

Name of legal responsible:

Signature:

Etc.

Place, Date:

Name of Project Partner:

Name of legal responsible:

Signature:

Etc.