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Erasmus+ Programme

Partnership Agreement

Partnership Agreement

Project 2023-1-IE02-KA220-HED-000159532 Inclusive Clinical Trials: Training and Education to Increase Involvement of Under-Served Groups

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

UNIVERSITY COLLEGE CORK – NATIONAL UNIVERSITY OF IRELAND, CORK

hereinafter referred to as the “coordinator”, represented for the purposes of signature of the Agreement by **Ms Edel Kennedy**, the legal representative as defined in the Grant Agreement Project 2023-1-IE02-KA220-HED-000159532

and the following partner beneficiaries:

1. THE UNIVERSITY COURT OF THE UNIVERSITY OF ABERDEEN
2. MASARYKOVA UNIVERZITA
3. ECRIN EUROPEAN CLINICAL RESEARCH INFRASTRUCTURE NETWORK

hereinafter referred to as the “partners”, 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 I).

Where a provision applies without distinction to the "coordinator" and the "partners", for the purpose of this Agreement they will be collectively referred to as the "partners".

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+ **2023-1-IE02-KA220-HED-000159532** (hereinafter referred to as the “project”).

1.2 The coordinator and the partners, 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 for the Project (Annex I), concluded between the coordinator and the Higher Education Authority (hereinafter referred to as the "National 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 present Agreement, and take precedence over it.

1.4 The coordinator and the partners shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any 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 which begins on 1st December 2023.

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 obligations arising from the Grant Agreement signed with the National Agency.

Article 3 **Obligations and responsibilities**

3.1 General obligations and role of the partners (including the coordinator).

The partners:

- (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) are familiar with the provisions of the Grant Agreement signed between the coordinator and the National Agency (Annex I).
- (c) 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 relevant national legislations;
- (d) are jointly responsible for complying with any legal obligations incumbent on them jointly or individually;
- (e) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (f) 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 partners and the National Agency, and inform the partners of any relevant communication exchanged with the National Agency;
- (c) inform the partners 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 partners, transfer funds to the partners 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 National Agency, as per the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the partners, as per the Grant Agreement;

- (h) provide one copy of this Agreement duly signed to each partner and to the National Agency within 6 months of the signature of the Grant Agreement;
- (i) provide the partners with official documents related to the project, such as the signed Grant Agreement and its annexes, the various reports templates and any other relevant document concerning the project;
- (j) transmit to the partners copies of all reports submitted to the National Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits;
- (k) appoint two dedicated focal point persons (one for Israel-based partners, one for EU-based partners) for ease of communications between partners and the coordinator as needed. This is intended to support communications for a large and complex consortium and ensure attention to local developments. It does not exclude direct communications from any partner with the coordinator;
- (l) to chair Project Management Meetings to be convened as outlined in Annex 1, with additional interim meetings as needed.

3.3 Specific obligations and role of each partner (excluding the coordinator).

Each partner undertakes to:

- (a) ensure adequate communication with the coordinator and with the other partners;
- (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.
- (g) perform the work assigned to it in the Grant Agreement (Annex 1), and the resulting deliverables in a proper and timely manner in accordance with the specifications in the work packages;
- (h) assume the obligations and risks arising out of the Grant Agreement with the National Agency as if each partner had entered into a separate contract with the National Agency for its share of the work. Each partner shall accordingly bear the risk of performance and compensation arising out of the Grant Agreement with the National Agency and relating to its share of the work and deliverables itself.

If a partner falls behind schedule in meeting its obligations to the extent that compliance with important deadlines is jeopardised, the coordinator is entitled – after giving the partner concerned advance notice and reasonable time to effect remedial action with no results – to transfer the overdue work and deliverables to another partner or to carry these out itself, in either case at the defaulting partner's expense as part of the project budget.

3.4. Project Management Meetings

- (a) The Project Management Meetings shall decide all fundamental questions and issues which are not reserved for decision by the coordinator under the present Grant Agreement. All decisions of the Project Management Meetings shall be binding on the partners.
- (b) The schedule of programmed project management meetings and the locations where they are to be held are outlined in the Grant Agreement (See Annex I). Additional online meetings may be called on an ad hoc basis. Project management meetings may be held electronically if required by conditions.
- (c) The results of Project Management Meetings shall be documented by the coordinator in writing and confirmed by the partners.
- (d) The Project Management Meetings shall constitute a quorum if all partners participate in the adoption of a resolution through approval of the meeting summary. Each partner shall have one vote. All decisions by the Project Management Meetings should be unanimous. If the partners fail to reach a unanimous decision, then coordinator shall decide, subject to the following paragraph.
Exceptions to this provision governing the coordinator's right to make the final decision shall include:
 - substantial amendments to the Grant Agreement with the Executive Agency regarding the provision of services; if necessary, a new division of work and services between the partners shall be carried out;
 - amendments that would unreasonably increase a partner's risks to the coordinator, the consortium, or the National Agency;
 - amendments that would require a partner to act in breach of pre-existing duties including statutory, regulatory or contractual obligations;
 - as well as all other amendments to the present agreement.
- (e) At the Kickoff Meeting, the partners should adopt rules of procedure through this Partnership Agreement.

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 400,000 and shall take the form as stipulated in Annex 2 of the Grant Agreement.
- 4.2 The grant contribution to the project is intended to cover only part of the costs actually incurred by the partners in carrying out the activities foreseen.
- 4.3 The partners confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.
- 4.4 Each partner is responsible for ensuring adequate insurance arrangements for their staff and students while participating in project activities.
- 4.5 Partners may request a tax exemption for the purchase of equipment or services.
- 4.6 Full details of the estimated budget breakdown per funding source, partner and budget category is given in Annex 2 of the Grant Agreement.

Article 5 Payment arrangements

5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual partner using the accounts stipulated by the Partners.

5.2 The transfer of the Erasmus+ grant contribution to individual partners will be implemented in accordance with the Project Grant Agreement.

The coordinator will transfer to the respective account of each partner the estimated Erasmus+ grant contribution identified under Annex I of this Agreement, in the following way:

- 40% of the estimated Erasmus+ grant contribution at the time of reception of the pre-financing payments from the National Agency and stipulating signature of this Agreement; after receipt of the National Agency payments on the coordinator's account, the coordinator shall forward the amounts due to the partners without delay, and no later than two weeks time.
- The remaining balance of estimated grant contribution of the pre-financing payments will be transferred based on receipt of the necessary proofs and reports of expenditure/project activity.
- If National Agency payments are not sufficient to remunerate the partners for their work and services, the shortfall shall be apportioned in accordance to the partners' shares in the project implementation, unless otherwise decided by the partners at the Project Management Meetings.
- The invoices, reports, evidence and other documents as required under the Grant Agreement with the National Agency for the purpose of invoicing shall be submitted to the coordinator by the partners for their respective share of work and services at least two weeks prior to the reporting date set by the Grant Agreement.

Reimbursement of costs incurred

Within 30 days of receipt of the necessary proofs of expenditure/activity and justified in accordance with the progress of the work, the coordinator will reimburse to the partner's account specified separately Agreement the costs actually incurred based on the estimated budget breakdown identified under the Grant Agreement subject to the availability of funds.

5.3 Partners 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 partners will be reimbursed to the coordinator at the latest 30 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 partners and the amount of expenditure declared eligible by the National Agency at the end of the project, the following procedure will apply: the partner(s) responsible for the expenditure declared ineligible by the National Agency will reimburse the corresponding amount to the coordinator.

5.5 The following settlement provisions shall apply to relationships between the partners in dealing with claims by the National Agency for non-compliance with an obligation under the grant agreement and for non-, poor, partial or late implementation:

- a) if and to the extent that the National Agency makes a claim against the coordinator on the basis of the Grant Agreement for alleged default in contractual performance due to delay or some other reason, the partner within those share in the work and deliverables the reason for the claim falls shall take action to fulfil the work as due without delay and also rectify any defects;
- b) lump-sum reductions, loss of interest due to delayed National Agency payments and claims by the National Agency for grant allocation reductions shall be borne by the partner responsible for the failure to provide the promised work or deliverables or for the other reasons for a grant allocation reduction;

- c) if the partners are in dispute as to who is responsible for expenditures incurred or shortfalls in payment, the partners involved shall temporarily assume the costs in relation to the value of their respective share of work and deliverables and no such assumption of cost will be taken as an acceptance of liability. Once an understanding has been reached or a legally binding decision has been made by a court or a court of arbitration, corresponding compensation shall be effected immediately between the partners;
- d) if the National Agency makes claims against the partners whose causes cannot be attributed to individual partners, the partners shall meet the claim in accordance with the ratio of their share in the work and deliverables for the implementation of the project.

5.6 The costs of financial transfers shall be borne as following: each partner shall bear the costs of banking fees for payments and any foreign exchange differences for its own share.

Article 6

Reporting, Exchange of Information, Confidentiality and Data Protection

6.1 The coordinator is responsible for submitting in due time to the National Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the partners commit to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports as outlined in the revised timeline in Annex I, financial statements and any other documents required in the Grant Agreement.

6.2 The coordinator shall provide the partners 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 partners 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 National Agency in the Grant Agreement and in the Erasmus+ Programme Guide.

6.4 Each partner is obliged to provide the other partners with all material information which may arise in connection with performance of the work and deliverables.

6.5 The coordinator and the partners 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. The partners receiving documents, drawings and other information related to the present partnership agreement may use these only for the purposes of the present agreement. The partners undertake to impose this obligation of secrecy on all persons collaborating on implementing the project.

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

6.7 Information is not confidential if:

- a) it was known to the receiving partner prior to the disclosure made by the disclosing partner;
- b) it is or becomes generally available to the public other than as a breach of this agreement or any other undertaking to keep it confidential;
- c) it was, is or becomes available to the receiving partner on a non-confidential basis from a person who to the receiving partner's knowledge, is not under any confidentiality obligation in respect of that information;
- d) it is developed by or for the receiving partner independently of the information disclosed by the disclosing partner; or

e) the disclosing partner agrees in writing that the information is not confidential.

6.8 Nothing in this Agreement will prevent the receiving partner from making any disclosure of the confidential information required by law or by the order of any court of competent jurisdiction. In such circumstances the receiving partner is required to inform the disclosing partner within reasonable time of the requirement to disclose and the information.

6.9 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of the Grant Agreement.

Article 7 Promotion, visibility, publication and copyright

7.1 The coordinator and the partners 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.

7.2 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 the Grant Agreement and in the Erasmus+ Programme Guide.

7.3 The partners shall not make any publication relating to the project without prior approval of the other partners. A brief description of the order and the scope of activities for a partner's PR work does not require approval. Each partner is obliged to ensure that its subcontractors also comply with this provision.

7.4 At least one representative from each partner will contribute to and share authorship on all publications resulting from the project. Publication authorship resulting from specific work packages will be led by the partners responsible for the work package with representatives of the other partners contributing.

Article 8 Ownership and property rights

8.1 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 partners, in compliance with the Grant Agreement.

8.2 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 9 Liability

9.1. Each partner is liable for any damage caused by the partner during the performance of the Grant Agreement to third party persons and property.

9.2. No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by a breach of confidentiality.

9.3. For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project.

Article 10 Conflict of interest

10.1 The coordinator and partners 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.

10.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the coordinator without delay, and the partner in cause shall undertake to take all necessary measures to rectify this situation at once.

10.3 The coordinator will decide if it is deemed necessary to inform the National Agency.

Article 11 Working languages

11.1 The working language of the partnership shall be English.

11.2 Beneficiaries 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 12 Conflict resolution

12.1 The partners undertake to cooperate in good faith and to refrain from any action which is incompatible with the meaning and purpose of the present cooperation agreement and the order placed.

12.2 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.

12.3 Disputes should be addressed in writing to the project Focal Points and the coordinator who will try to mediate in order to resolve the conflict.

12.4 Factual and legal findings established in the context of a legal dispute or arbitration proceedings with reference to the Grant Agreement shall also apply accordingly between the partners.

Article 13 Applicable law and jurisdiction

13.1 This Agreement is governed by Belgian law.

13.2 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 Belgian law.

13.3 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 partners.

13.4 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.

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

Article 14 **Termination of the Agreement, Withdrawal and Exclusion**

14.1 In the event that any of the partners 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 National Agency.

14.2 The coordinator shall notify the partner in cause by registered letter. The partner has one month to supply all relevant information to appeal the decision.

14.3 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 which begins 1st December 2023 and shall end when all work and services have been provided to the National Agency and all obligations of the partners are fulfilled. Up to this point in time, a partner may withdraw from the cooperation only with the agreement of the other partners and following authorisation by the National Agency.

14.4 If a partner ceases payments or an application is made to open insolvency proceedings regarding its assets, it may be excluded from the cooperation by resolution of the other partners and following authorisation by the National Agency. The same shall apply if a partner grossly violates its obligations. The share of the excluded partner shall be taken over the other beneficiaries in accordance with arrangements determined by the Project Management Meeting.

Article 15 ***Force Majeure***

15.1 If either parties face a case of *force majeure* (as per defined in article II.15 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

15.2 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 16 **Amendments**

16.1 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.

16.2 The amendment may not have the purpose or the effect of making changes which might call into question the dispositions of the Grant Agreement.

16.3 If one or more of the provisions of the present agreement is invalid, this shall not affect the validity of the remaining provisions. The Partners shall agree to replace the invalid provision in a suitable manner.

Article 17
General administrative provisions

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

For the coordinator:

UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK
Dr David O'Connell, Director of Research Support Services UCC Research, 4th Floor, Block E
Food Science Building, University College Cork, College Road, Cork, Republic of Ireland; Email
[REDACTED]@ucc.ie

For the partners:

1. THE UNIVERSITY COURT OF THE UNIVERSITY OF ABERDEEN
2. MASARYKOVA UNIVERZITA
3. ECRIN EUROPEAN CLINICAL RESEARCH INFRASTRUCTURE NETWORK

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

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 Coordinator
UNIVERSITY COLLEGE CORK -
NATIONAL UNIVERSITY OF IRELAND,
CORK

The legal representative

Signature and stamp
Done in X
Date

For the Partner
MASARYKOVA UNIVERZITA

Prof. MUDr. Martin Bareš, PhD
rector

[REDACTED]

Signature and stamp
Done in X,

Date

For the Partner
THE UNIVERSITY COURT OF THE
UNIVERSITY OF ABERDEEN

The legal representative

Signature and stamp
Done in X
Date

For the Partner
ECRIN EUROPEAN CLINICAL
RESEARCH INFRASTRUCTURE
NETWORK

The legal representative

Signature and stamp
Done in X,
Date