



Erasmus+ Key Action 2

TAGS – Teaching Awareness of Ethical Governance in Sport

AGREEMENT NUMBER: 2017–1–UK01–KA203–036695

CONSORTIUM PARTNER AGREEMENT (CPA)

This CPA shall govern relations between:

The University of Gloucestershire, The Park, Cheltenham, GL50 2RH, UK "the Contractor"

on the one hand, and the ***Partners:***

Sports Dispute Resolution Panel Limited, 1 Salisbury Square, London EC4Y 8AE, UK
and

Panepistimio Thessalias, Argonafton Filellinon, Volos, 38221, Greece
and

Univerzita Palackeho v Olomouci, Krizkovskeho 8, Olomouc, 771 47, Czech Republic
and

Universitatea Transilvania din Brasov, Bdul Eroilor 29, Brasov, 500036, Romania

The Contractor and the Partners together the "Parties" or each "the Party".

This agreement may be executed in any number of versions (original, photocopy, scan) each having the same effect for all purposes as an ink-signed original. Each **Party** consents to be bound by original wet-ink signatures, or photocopies or scans thereof of such **Parties** representatives hereto.

TERMS OF THE CONSORTIUM PARTNER AGREEMENT (CPA)

Article 1 - Subject

1. The **Contractor** and the **Partner** commit themselves to carrying out the work programme covered by this CPA. This work programme comes under the **Grant Agreement 2017-1-UK01-KA203-036695** (“the **Grant Agreement**”) (Attachments 3 and 4) concluded between the **Contractor** and the **British Council** acting as the UK National Agency (“the **Agency**”);
2. The total Erasmus+ contribution for the contractual period referred to by the **Grant Agreement** is estimated at **€157,858**
3. The final financial contribution shall be dependent on the delivery of the work and deliverables as defined by the **Grant Agreement**, and shall, under no circumstances, give rise to a profit;
4. This CPA shall regulate relations between the Parties, and their respective rights and obligations with regard to their participation in the Project under the **Grant Agreement**. In the event of conflict or inconsistency between the CPA and the **Grant Agreement**, the terms and conditions of the **Grant Agreement** shall prevail;
5. The subject matter of this CPA and the related work programme are detailed in the **Agency** approved application (Attachment 2), which form an integral part of this CPA and that each Party declares to have read, understood and approved.

Article 2 - Duration

1. The Project starts on **01/10/2017** and ends on **31/01/2020**;
2. This CPA enters into force on the date of signature by the last of the participating **Parties** to the CPA and terminates at the moment of payment of the balance of the eligible grant due under the CPA, subject to any audit requests made by the **Agency** and/or the European Commission up to 5 years from the payment of the balance;
3. The period of eligibility period of the costs is per Article 2.1.

Article 3 - Obligations of the Contractor

1. To establish a project management team to advise and support **Partners** and manage the delivery of the contract;
2. To chair the Project Steering Group.

The **Contractor** shall use its reasonable endeavours to:

3. take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this CPA and in its attachments, in accordance with the objectives of the project as set out in the **Grant Agreement**;
4. send to the **Partner** a copy of the **Grant Agreement**;
5. notify and provide the **Partner** with any amendment made to the **Grant Agreement**;
6. be the intermediary for all communications between the **Partners** and the **Agency**;

7. ensure that all the appropriate payments are made to the **Partners** without unjustified delay. The Contractor shall make all payments to **Partners** by bank transfer and keep appropriate evidence of the amounts transferred to each **Partner** for any checks and audits.

Article 4 - Obligations of the Partner

The **Partner** shall use its reasonable endeavours to:

1. take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this CPA and in its attachments, in accordance with the objectives of the project, paying particular attention to the activities set out in the approved application attached to this CPA (Attachment 2);
2. be jointly and severally responsible for carrying out the project in accordance with the terms and conditions of the **Grant Agreement**;
3. comply with all applicable provisions of the **Grant Agreement** binding the **Contractor** to the **Agency** and shall not knowingly commit any act or omission which causes or may cause the **Grant Agreement** to be breached in any way;
4. inform the **Contractor** immediately of any change likely to affect or delay the implementation of the project of which the **Partner** is aware;
5. inform the **Contractor** immediately of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
6. keep full records of all aspects of the project (including financial, administrative and operational). For the purposes of verification or audit, the **Partner** agrees to make copies of source documents relating to spend and to work undertaken available to the **Contractor**, upon reasonable request;
7. accept responsibility for all information communicated to the **Contractor**, including details of costs claimed and, where appropriate, ineligible expenses;
8. make best efforts to exploit the results of the project;
9. ensure the best standards of staff competency and integrity are maintained;
10. follow the EC regulations and **Agency** guidelines (including the use of the appropriate logo) in publicising the involvement of Erasmus+. Any external communication or publication by the **Partner** about the project, including at a conference or seminar, shall indicate that the action has received funding from the EU. This is in accordance with Article II.8 of the General Conditions of the **Grant Agreement**. Any changes in requirements will be notified to the **Partner** by the **Contractor**;
11. cooperate with internal and external evaluators to evaluate the project;
12. keep all original project records for five years after the **Agency** have made their final payment to the **Contractor**;
13. allow all aspects of their work as part of the project to be open to audit and verification by the EC, the **Agency** or relevant internal or external auditors, as in accordance with Article II.20 of the General Conditions of the **Grant Agreement**;

14. ensure that their provision meets the requirements of local Health and Safety standards and procedures and current Health and Safety legislation, and complies with all statutory requirements relating to the delivery of their contract in their country;
15. in the performance of this CPA, not discriminate against any person in a way rendered unlawful. The **Partner** shall comply with all statutory requirements in the delivery of their contractual obligations including the Data Protection Act 1998, or the equivalent act of their partner country;
16. complete financial reports and progress reports as directed by the **Contractor** in Article 8 below;
17. in the event that the **Partner** can no longer fulfil their tasks indicated in the approved application, they shall forward any completed or part completed work to date to the **Contractor**. The decision as to whether the **Partner** is able to fulfil the tasks may be determined by the **Partner**, or in the event of failing to deliver outputs on time, by the **Contractor**. Failure to fulfil tasks as described may incur financial penalties;
18. participate in the Project Steering Group.

Article 5 - Exploitation of ownership and outcomes

1. Definitions:

- a. Intellectual Property shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, applications for any of the above;
 - b. 'Arising Intellectual Property' shall mean any Intellectual Property which is generated or first reduced to practice by any Party or Parties directly as a result of the work undertaken in accordance with this Collaboration Agreement;
 - c. 'Background Intellectual Property' shall mean any Intellectual Property excluding Arising Intellectual Property owned or controlled by any Party prior to commencement of or independently from the project, and which the owning Party contributes or uses in the course of performing the project.
2. Any Background Intellectual Property which is contributed to the project shall be identified in writing with 28 days of the signing of this Agreement, or subsequently within 28 days of being identified as having been contributed;
 3. For the avoidance of doubt all Background Intellectual Property used in connection with the project shall remain the property of the **Party** introducing the same. No **Party** will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property of the other **Parties** except under the terms of this CPA. Each **Party** acknowledges and confirms that nothing contained in this CPA shall give it any right, title or interest in or to the Background Intellectual Property of the other **Parties** save as granted by this CPA;
 4. Each **Party** grants the others a royalty-free, non-exclusive licence for the duration of the project to use its Background Intellectual Property for the sole purpose of carrying out the project. No **Party** may grant any sub-licence over or in respect of the other's Background Intellectual Property;
 5. Each **Party** shall own the Arising Intellectual Property generated by its employees, students and/or agents under the project and shall ensure that it secures ownership of such Arising Intellectual Property from its employees, students and agents. Subject to the terms of the **Grant Agreement**, the **Party** owning any Arising Intellectual Property shall be entitled to use and exploit such Arising Intellectual Property as that **Party** sees fit;

6. Each **Party** shall promptly disclose to the other(s) all Arising Intellectual Property generated by it and each **Party** shall co-operate, where required, in relation to the preparation and prosecution of patent applications and any other applications relating to Arising Intellectual Property;
7. Where any Arising Intellectual Property is created or generated by two or more **Parties** jointly and it is impossible to segregate each **Party's** intellectual contribution to the creation of the Arising Intellectual Property, the Arising Intellectual Property will be jointly owned by those **Parties** in equal shares. The owners may take such steps as they may decide from time to time, to register and maintain any protection for that Arising Intellectual Property, including filing and prosecuting patent applications for any Arising Intellectual Property, and taking any action in respect of any alleged or actual infringement of that Arising Intellectual Property. If one or more of the owners does not wish to take any such step or action, the other owner(s) may do so at their expense, and the owner not wishing to take such steps or action will provide, at the expense of the owner making the request, any assistance that is reasonably requested of it;
8. Any joint owner of any of the Arising Intellectual Property may commercially exploit the Arising Intellectual Property upon consultation and prior written agreement with the other joint owner(s). In such circumstances, the **Party** which is commercially exploiting the Arising Intellectual Property will pay the other joint owner(s) a fair and reasonable royalty rate/revenue on the value of any products or processes commercially exploited by it which incorporate any Arising Intellectual Property taking into consideration the respective financial and technical contributions of such joint owner to the development of the Arising Intellectual Property, the expenses incurred in securing intellectual property protection thereof and the costs of its commercial exploitation and the proportionate value of the Arising Intellectual Property in any such product or process;
9. Each **Party** is hereby granted an irrevocable, non-transferable, royalty-free right to use all Arising Intellectual Property generated in the course of the project for academic and research purposes, including research involving projects funded by third parties provided that those parties gain or claim no rights to such Arising Intellectual Property;
10. If any **Party** (the “Exercising Party”) requires the use of Background Intellectual Property of any other (the “Other Party”) generated by the representative of such Other Party in the project in order to exercise its rights in Arising Intellectual Property (whether solely or jointly owned) then, provided the Other Party is free to license the Background Intellectual Property in question, the Other Party will not unreasonably refuse to grant or delay granting a licence upon fair and reasonable conditions to the Exercising Party so that the Exercising Party may use such Background Intellectual Property for the purpose of exercising its rights in Arising Intellectual Property;
11. In accordance with Article 1.8 of the **Grant Agreement**, follow Agency rules regarding open licensing of educational materials.

Article 6 - Financing

1. The Erasmus+ contribution for the **Partners** shall be the maximum amount stated below, which may be amended by later agreement between the **Contractor** and the **Partner(s)** concerned:

Partner	Value
<i>University of Gloucestershire</i>	€51,054
<i>Sports Dispute Resolution Panel Limited</i>	€29,700
<i>Panepistimio Thessalias</i>	€26,820
<i>Univerzita Palackeho v Olomouci</i>	€29,504
<i>Universitatea Transilvania din Brasov</i>	€20,780

Article 7 - Payments

1. The **Contractor** commits himself to carrying out payments, less any expenditure incurred on behalf of the **Partner**, relating to the subject matter of this CPA to the **Partner** subject to the achievement of the tasks, and to an appropriate standard, according to the agreed programme of work, and according to the following schedule:
 - **1st Payment - 40%** of **Partner** EU grant after receipt of advance payment to the **Contractor** from the **Agency**, and following the signing of this CPA or as soon as reasonably possible thereafter;
 - **2nd Payment - 40%** of **Partner** EU grant as soon as reasonably possible after receipt of interim payment to the **Contractor** from the **Agency**, subject to compliance with Article 8.
 - **3rd (Final) Payment - 20%** of **Partner** EU grant as soon as reasonably possible after receipt of final payment to the **Contractor** from the **Agency**, subject to Article 7.5 and Article 8.
2. The 2nd and 3rd payments are subject to receipt of the payment from the **Agency**. The level and timing of these payments will be reviewed according to the result of the claim for payment from the **Agency**.
3. All payments shall be regarded as advances pending explicit approval by the **Agency** of the implementation of the project to the **Agency's** satisfaction.
4. Any revenue generated by the project and received by the **Partner** shall be declared in the financial statement and shall limit the Erasmus+ financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the **Contractor**.
5. The final payment can be adapted to take into account the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure.
6. The amount of the final payment from the **Contractor** will be subject to the receipt of completed financial reports with full evidence from the **Partner**, and agreement of the Final Report by the **Agency**. The **Partner** will repay on demand any payment made by the **Contractor** if, after investigation by the **Contractor** or the **Agency** or officers of the EU, it is shown that the **Partner's** work has not been carried out in line with Erasmus+ regulations.

Article 8 - Reports

1. Each **Partner** will ensure that all costs claimed and outputs reported are eligible under Erasmus+ guidelines (Attachment 6).
2. Each **Partner** agrees to return a quarterly Progress Report (and related financial documents) in the format provided by the **Contractor**. Satisfactory completion of these is required to enable the payment schedule in Article 7 and failure to provide this information may delay or reduce the payment received.
3. Each **Partner** shall provide the **Contractor** with any information and documentation required for the preparation of internal, interim and Final Reports (as applicable) and, where appropriate, with copies of all necessary supporting documents.
4. All Reports shall be submitted in English.

5. Reporting Periods:

Report no.	Reporting Period	Submit Report by
1	01/10/2017 - 31/12/2017	15/01/2018
2	01/01/2018 - 31/03/2018	15/04/2018
3	01/04/2018 - 30/06/2018	15/07/2018
4	01/07/2018 - 30/09/2018	15/10/2018
5	01/10/2018 - 31/12/2018	15/01/2019
6	01/01/2019 - 31/03/2019	15/04/2019
7	01/04/2019 - 30/06/2019	15/07/2019
8	01/07/2019 - 30/09/2019	15/10/2019
9	01/10/2019 – 31/01/2020	15/02/2020

Article 9 - Monitoring and supervision

1. Each **Partner** shall provide, without delay, the **Contractor** with any information that the **Contractor** may reasonably request from the **Partner** concerning the carrying out of the work programme covered by this contract.
2. Each **Partner** shall make available to the **Contractor** upon reasonable request any document making it possible to check that the aforementioned work programme is being or has been carried out.

Article 10 - Conflict resolution

1. Any conflict between the **Contractor** and one **Partner** which cannot be resolved by usual discussion and negotiation, will be referred to the **Agency**, and whose decision is agreed by both Parties to be binding.

Article 11 - Termination of the CPA

1. The contract may be terminated under the terms of the **Grant Agreement** (General Conditions), Article II.17.
2. In the event that the **Grant Agreement** is terminated, for whatever reason, this CPA will be terminated.

Article 12 - Jurisdiction clause

1. The law applicable to this CPA shall be English Law.
2. Failing amicable settlement, the English Courts shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.

Article 13 – Liability

1. In respect of any information or materials (including results of the project (“**Results**”) and Background Intellectual Property) supplied by one **Party** to another under the project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.
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 willful act.

3. A **Party's** aggregate liability towards the other **Parties** collectively shall be limited to the **Party's** share of the total costs of the project as identified in Article 6 of this CPA provided such damage was not caused by a willful act.
4. The terms of this CPA shall not be construed to amend or limit any **Party's** statutory liability.
5. Each **Party** shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said **Party's** obligations by it or on its behalf under this CPA or from its use of Results or Background Intellectual Property.

Article 14 - Amendments or additions to the CPA

The **Contractor** and **Partner** agree that any modification to this CPA can only be made by an amendment signed for each **Party** by the signatories of the present CPA or their formally appointed representative.

Attachments

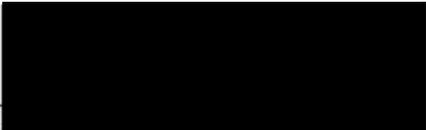
1. ERASMUS+ Programme Guide (2017 or as amended)
http://ec.europa.eu/programmes/erasmus-plus/sites/erasmusplus/files/files/resources/erasmus-plus-programme-guide_en.pdf
2. Project Application Form detailing partner roles, project activities and outputs
3. Grant Agreement (Special Conditions) signed by the Agency and the University of Gloucestershire
4. General Conditions to Grant Agreement
5. Budget/Workplan
6. Financial Guidance

Signed for the **Contractor: University of Gloucestershire**

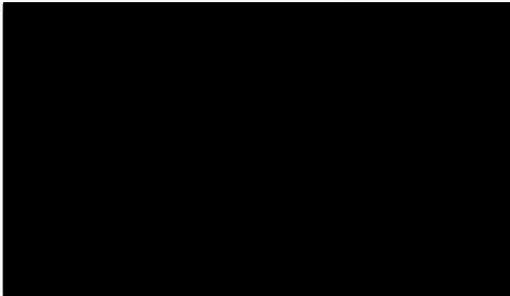
The legal representative:

Name: 

Function: Deputy Vice Chancellor

Signature: 

Date: 15/11/17

Stamp: 

Signed for the **Partner: *Sports Dispute Resolution Panel Limited***

I confirm that my organisation will take part in the project as defined by the Grant Agreement, this Consortium Partner Agreement, and any amendments thereto.

I confirm that I have read and understood the financial rules of the project.

The legal representative:

Name: 

Function: CEO

Signature: 

Date: 18 Oct 2017

Stamp (if available):

Bank Account Details

Payments to the Partner will be made to:

IBAN number: 

Swift Code: 

VAT Status

Please tick one of the following boxes:

"I confirm that my organisation is able to reclaim VAT on costs incurred on this project and will therefore not claim VAT as part of the project grant."

Or:

"I confirm that my organisation is not able to reclaim VAT on costs incurred on this project and will therefore claim VAT as part of the project grant."

This page is intentionally blank.

Signed for the **Partner: Panepistimio Thessalias**

I confirm that my organisation will take part in the project as defined by the Grant Agreement, this Consortium Partner Agreement, and any amendments thereto.

I confirm that I have read and understood the financial rules of the project.

The legal representative:

Name:

[Redacted]

Function: Vice-Rector of Research

Signature:

[Redacted]

Date: 29.09.2017

Stamp (if available):

[Redacted]

Bank Account Details

Payments to the Partner will be made to:

IBAN number:

[Redacted]

Swift Code:

[Redacted]

VAT Status

Please tick one of the following boxes:

"I confirm that my organisation is able to reclaim VAT on costs incurred on this project and will therefore not claim VAT as part of the project grant."

Or:

"I confirm that my organisation is not able to reclaim VAT on costs incurred on this project and will therefore claim VAT as part of the project grant."

This page is intentionally blank.

Signed for the **Partner: *Univerzita Palackeho v Olomouci***

I confirm that my organisation will take part in the project as defined by the Grant Agreement, this Consortium Partner Agreement, and any amendments thereto.

I confirm that I have read and understood the financial rules of the project.

The legal representative:

Name: prof. Mgr. Jaroslav Miller, M.A., Ph.D.

Function: rector

Signature:

Date:

04-10-2017

Stamp (if available):

Bank Account Details

Payments to the Partner will be made to:

IBAN number:

Swift Code:

VAT Status

Please tick one of the following boxes:

"I confirm that my organisation is able to reclaim VAT on costs incurred on this project and will therefore not claim VAT as part of the project grant."

Or:

"I confirm that my organisation is not able to reclaim VAT on costs incurred on this project and will therefore claim VAT as part of the project grant."

This page is intentionally blank.

Signed for the Partner: **Universitatea Transilvania din Brasov**

I confirm that my organisation will take part in the project as defined by the Grant Agreement, this Consortium Partner Agreement, and any amendments thereto.

I confirm that I have read and understood the financial rules of the project.

The legal representative:

Name: *Prof. dr. ing. Ioan Vasile ABRUDAN*

Function: *RECTOR*

Signature: _____

Date: *20.10.2017*

Stamp (if available): _____

Bank Account Details

Payments to the Partner will be made to:

IBAN number: _____

Swift Code: _____

VAT Status

Please tick one of the following boxes:

"I confirm that my organisation is able to reclaim VAT on costs incurred on this project and will therefore not claim VAT as part of the project grant."

Or:

"I confirm that my organisation is not able to reclaim VAT on costs incurred on this project and will therefore claim VAT as part of the project grant."

This page is intentionally blank.