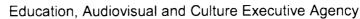
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Erasmus+: Schools, Vocational Training, Adult Education, Platforms

#### PARTNERSHIP AGREEMENT

## PROJECT NUMBER - 591988-EPP-1-2017-1-CZ-EPPKA2-SSA-B DEVELOPMENT AND RESEARCH ON INNOVATIVE VOCATIONAL EDUCATION

SKILLS

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

#### VŠB - TECHNICAL UNIVERSITY OF OSTRAVA (VŠB-TUO) Public University 17. listopadu 2172/15 708 33 Ostrava – Poruba Czech Republic

and the following beneficiary:

VAT number: CZ 61989100,

#### **Technische Universität Graz (TU Graz)** Public University Rechbauerstrasse 12 AT-8010 Graz Austri

Rechbauerstrasse 12, AT-8010 Graz, Austria ATU 574 77 929,

hereinafter referred to as the "beneficiaries", represented for the purposes of \$ignature of this Agreement by their legal representatives, according to the Mandates previously signed and attached to the Grant Agreement in Annex III.

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

The parties hereby have agreed to the Special Conditions (hereinafter referred to as "the Special Conditions") and the following Annexes:

Annex I - Estimated budget of the actionAnnex II - Financial identificationAnnex III - Grant Agreement (hereinafter referred to as "the Grant Agreement")

which form an integral part of this Agreement, hereinafter referred to as "the Agreement". The terms set out in the Special Conditions shall take precedence over those set out in the Annexes. The terms of Annex II "General Conditions" of the Grant Agreement shall take precedence over the other Annexes.

#### **SPECIAL CONDITIONS**

#### I.1 - SUBJECT MATTER OF THE PARTNERSHIP AGREEMENT

**I.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+ **Development and Research on Innovative Vocational Education Skills** ("the action").

**I.1.2** The coordinator and the beneficiaries, undertake to do everything in their power to carry out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement **591988-EPP-1-2017-1-CZ-EPPKA2-SSA-B**, concluded between the coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), related to the above-mentioned project.

**I.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.

**I.1.4** The coordinator and the beneficiaries shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

# ARTICLE I.2 - ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF THE ACTION

- **I.2.1** The Agreement shall enter into force on the date on which the last party signs.
- I.2.2 The action shall run as of 01-01-2018 (...the starting date of the action") and shall end 31-12-2021.

**I.2.3** The present Agreement shall remain in force until the coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

## ARTICLE I.3 OBLIGATIONS AND RESPONSIBILITIES

**I.3.1** General obligations and role of the beneficiaries (including the coordinator).

The beneficiaries:

- (a) are jointly responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement and approved application, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) are jointly responsible for complying with any legal obligations incumbent on them jointly or individually;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.
- **I.3.2** Specific obligations and role of the coordinator.

The coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the beneficiaries and the Executive Agency, and inform the beneficiaries of any relevant communication exchanged with the Executive Agency;
- (c) inform the beneficiaries of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (d) as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the beneficiaries, as per the dispositions of Article I.4 of the Grant Agreement;
- **1.3.3** Specific obligations and role of each beneficiary (excluding the coordinator).

Each beneficiary undertakes to:

- (a) ensure adequate communication with the coordinator and with the other beneficiaries;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement;
- (c) submit in due time to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;
- (e) notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.

#### **ARTICLE I.4 - MAXIMUM AMOUNT AND FORM OF THE GRANT**

**I.4.1** The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to EUR **3.987.590,00** and shall take the form as stipulated in Annex I.

**I.4.2** The Erasmus+ grant contribution is awarded to the partnership under the form of:

- (a) Reimbursement of eligible costs: *not applicable*
- (b) A unit contribution of budget calculated via unit costs ("unit contribution") covering the following categories of eligible costs: activities directly linked to the implementation of the project (per day/per category of staff/per group of country) as indicated in Annex I.

#### (c) Lump sum contribution: *not applicable*

#### (d) Flat-rate contribution: *not applicable*

**I.4.3** The grant contribution to the project is intended to cover only part of the costs actually incurred by the beneficiaries in carrying out the activities foreseen. The beneficiaries commit to provide additional resources to the project so as to ensure its full implementation in accordance with the Grant Agreement.

**I.5.4** Full details of the estimated budget breakdown per funding source, beneficiary and budget category is given in Annex I of this Agreement.

# ARTICLE I.5 – ADDITIONAL PROVISIONS ON REPORTING, PAYMENT AND PAYMENTS ARRANGEMENTS

**I.5.1** The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary using the bank account stipulated in Annex II of this Agreement.

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

#### Payment(s) in advance

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

- Upon entry into force of the Agreement, the beneficiary will receive the first pre-financing payment of amount defined by planned participation into project activities in first two years of project implementation.

#### *Further pre-financing payment:*

- The beneficiary will receive the second pre-financing payment according to actual incurred costs in first two years of project implementation and second pre-financing payment will be defined by planned participation in project activities in last two years of project implementation.

The first and the second pre-financing payments will not exceed 80% of total budget of the partner.

Beneficiary shall provide additional technical reports on progress, not linked to further pre-financing payments and send coordinator after starting date of the action mentioned under Article **I.2.2** in following time periods.

The reports will include, in particular:

- every 6 months Progress technical report;
- every 6 months Progress financial statement;
- every 6 months Costs supporting documents (on request of the Coordinator);
- every 3 months Timesheets
- every 12 months Signed declaration certifying that the information provided is full, reliable and true, and can be substantiated by relevant supporting documentation.

(For Lot 3 supplementary reports may be requested).

#### Payment of the balance

- Sole reporting period from **01-01-2018** to the end of the period set out in Article I.2.2: The balance shall be paid to the beneficiary, in accordance with Article II.23.2 (a) to (d) of the Grant Agreement and subject to the receipt of all other accompanying documents mentioned under the section "Other supporting documents" of this Article.

**I.5.3** Beneficiaries are obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the beneficiaries will be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.

**I.5.4** If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the project, the following procedure will apply:

• The beneficiary is responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator at the latest 30 days after the end of the project's contractual period.

**I.5.5** The costs of financial transfers (dispatch/receipt or the costs of repeated transfers, etc.) are ineligible and shall be borne by the party whose bank is applying this cost.

**I.5.6** The coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the beneficiaries commit to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

**I.5.7** The coordinator shall provide the beneficiaries with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO.

**1.5.8** The beneficiaries shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for a period of 5 years after the payment of the final balance under the Grant Agreement. The coordinator may reject any item which cannot be justified in accordance with the rules set out by the Executive Agency in the Grant Agreement.

#### Other supporting documents:

- Final technical report;
- Final financial statement;
- Costs supporting documents (on request of the Coordinator);
- Timesheets;
- Signed declaration certifying that the information provided for calculating the final grant is full, reliable and true, and can be substantiated by relevant supporting documentation;
- Results must be uploaded in the Erasmus+ dissemination platform: http://ec.europa.eu/programmes/erasmus-plus/projects/

#### I.5.9 Language of requests for payments, technical reports and financial statements

(a) The working language of the partnership shall be English.

(b) All requests for payments, technical reports and financial statements shall be submitted in English.

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

#### ARTICLE 1.6 BUDGETARY AND FINANCIAL MANAGEMENT

**I.6.1** The Erasmus+ grant contribution to the project activities will be calculated on the basis of "**Unit cost system**" whose individual amounts are specified in the in the Erasmus+ Programme Guide.

**I.6.2** For the implementation of the project and the beneficiary's reimbursement of costs incurred in terms of project activities, the partnership will

• apply amounts in euro per day defined in the Erasmus+ Programme Guide and in the Grant Agreement. A unit contribution of budget calculated via unit costs ("unit contribution") covering the following categories of eligible costs: activities directly linked to the implementation of the project (per day/per category of staff/per group of country) as indicated in Annex I.

**I.6.3** The Erasmus+ grant contribution to the project's equipment and subcontracting costs will be based on the justification of the costs actually incurred. This justification will take the form of the support documentation.

**I.6.4** The beneficiaries confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.

**I.6.5** Each beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in project activities.

#### **ARTICLE I.6 - COMMUNICATION DETAILS OF THE PARTIES**

**I.6.1** Any important project related communication between the parties shall be done in writing and addressed to the appointed project manager of each beneficiary, as per the details below:

For the coordinator:

Project Manager VŠB - Technical University of Ostrava 17. listopadu 2172/15, 708 33 Ostrava, Czech Republic

For the beneficiaries:

Project Manager TU Graz, Institute for Technical Informatics Inffeldgasse 16/1, AT-8010 Graz, Austria

**1.6.2** Any changes to the above information should be communicated in a timely manner. **ARTICLE 1.7 VISIBILITY OF UNION FUNDING** 

**I.7.1** Any communication or publication related to the action, made by the beneficiaries jointly or individually, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), shall indicate that the action has received funding from the Union and shall display the European Union emblem.

When displayed in association with another logo, the European Union emblem must have appropriate prominence.

The obligation to display the European Union emblem does not confer to the beneficiaries a right of exclusive use. The beneficiaries shall not appropriate the European Union emblem or any similar trademark or logo, either by registration or by any other means.

#### **ARTICLE I.8 – CONFIDENTIALITY**

- **I.8.1** The coordinator and the beneficiaries shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Agreement and which are explicitly indicated in writing as confidential.
- **I.8.2** The beneficiaries shall not use confidential information and documents for any reason other than fulfilling their obligations under the Agreement, unless otherwise agreed in writing.
- **I.8.3** The coordinator and the beneficiaries shall be bound by the obligations referred to in Articles I.8.1 and I.8.2 during the implementation of the Agreement and for a period of five years starting from the payment of the balance, unless:
  - (a) the party concerned agrees to release the other party from the confidentiality obligations earlier;
  - (b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
  - (c) the disclosure of the confidential information is required by law.

# ARTICLE I.9 - ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

**I.9.1** In addition to the provisions of Article II.8 of Grant Agreement, if the beneficiaries produce materials under the scope of the project, such materials must be made available for the public, in digital form, freely accessible through the Internet under open licenses.

The beneficiaries must also warrant that the Executive Agency and the European Commission has the rights to:

- a) communicate the results of the action by any other types of communication not specified in the General Conditions;
- b) edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content;
- c) cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action;
- d) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- e) prepare derivative works of the results of the action;
- f) translate, insert subtitles in, dub the results of the action in all official languages of EU;
- g) authorise or sub-licence the modes of exploitation set out above to third parties;

#### **ARTICLE I.10 - LIABILITY**

**I.10.1** Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

#### **ARTICLE I.11 - CONFLICT OF INTEREST**

**I.11.1** The beneficiaries must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict

of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

**I.11.2** Any situation constituting or likely to lead to any such conflict should be brought to the attention of the coordinator without delay, and the beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

**I.11.3** The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

#### **ARTICLE I.12 - CONFLICT RESOLUTION**

**I.12.1** In case of conflict between the project partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

**I.12.2** Disputes should be addressed in writing to the project Steering Committee (or a body consisting of representatives of all the project partners), that will try to mediate in order to resolve the conflict.

#### ARTICLE I.13 - APPLICABLE LAW AND JURISDICTION

**I.13.1** This Agreement is governed by the law of the Czech Republic, being the law of the coordinator's country.

**I.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 coordinator's country.

If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

**I.13.3** 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.

**I.13.4** This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

### **ARTICLE I.14 - TERMINATION OF THE AGREEMENT**

**I.14.1** In the event that any of the beneficiaries fail to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate their participation in the project, upon formal written authorisation by the Executive Agency.

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

#### **ARTICLE I.15 - FORCE MAJEURE**

**I.15.1** If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

**I.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 I.16 - AMENDMENTS**

**I.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.

**I.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.

### **ARTICLE I.17 - OTHER SPECIAL CONDITIONS**

#### I.17.1 Meetings

Representatives of the project coordinator (or other beneficiaries if required) shall participate in meetings organised by the Executive Agency. There will be a maximum of two meetings per year. The days related to the participation to these meetings can be charged in the financial reporting table.

#### I.17.2 Publicity obligations

1. For the purpose of Article II.7 of the grant agreement, relating to the publicity and use of the relevant logo, the beneficiaries must follow the instructions available on the following website: https://eacea.ec.europa.eu/about-eacea/visual-identity\_en

2. The beneficiaries must inform the public, press and media of the action (internet included), which must, in conformity with Article II.7 of the Grant Agreement mentioned above, visibly indicate "with the support of the Erasmus+ Programme of the European Union" as well as the graphic logos.

3. Where the action, or part of the action, is a publication, the mention and graphic logos must appear on the cover or the first pages following the editor's mention.

4. If the action includes events for the public, signs and posters related to this action must be displayed. This must include the logos mentioned under point 1. Authorisation to use the logos described in point 1 implies no right of exclusive use and is limited to this agreement.

#### I.17.3 Dissemination and exploitation of results

Beneficiaries of grants under the Erasmus+ Programme have the duty to ensure that the work undertaken within the framework of the Grant Agreement and the results accruing from it receive substantial visibility. The coordinator must pay specific attention to the importance of dissemination, exploitation of results of the action and to their visibility at a transnational level. In this respect, the coordinator must:

- create and maintain (at least during the project lifetime) a website for the action. The website must be kept up-to-date with at least: a description of the project, the contact details of the co-ordinator, the list of beneficiaries, mention of the European Union's financial support with the relevant logo (see Article I.17.3), and access to all results, as and when they become available.
- update the project summary in accordance with the instructions provided in the Technical report.
- provide during the project lifetime the Executive Agency and/or the European Commission with the information requested in order to promote the Erasmus+ Programme and disseminate the results. This may include answering questionnaires and entering data into databases.
- use the Erasmus- Dissemination Platform, on the website http://ec.europa.eu/programmes/erasmus-plus/projects to disseminate and exploit project results

and deliverables in accordance with the instructions provided therein. The approval of the final report will be subject to the upload of the project results/deliverables by the time of its submission.

## I.17.4 Penalties in the case of non-compliance with publicity obligations and for poor, partial, or late implementation

1. The obligation to comply with the publicity provision set out in article II.7 of the Grant Agreement constitutes a substantial obligation. Without prejudice to the right to terminate the grant, in case of failure to fulfil this obligation, Executive Agency may apply a 20% reduction of the grant initially provided for.

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

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

#### **ARTICLE I.18 – FINAL PROVISIONS**

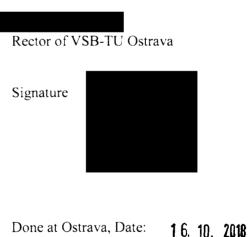
**I.18.1** All matters not mentioned in this agreement will follow the rules set out in the Grant Agreement (see Annex III).

**I.18.2** I hereby acknowledge that I have read, understand and agree to comply with the provisions of this agreement.



For the Beneficiary

#### For the Coordinator:



### PARTNERSHIP AGREEMENT

### ANNEX I

## ESTIMATED BUDGET OF THE ACTION



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## **PARTNERSHIP AGREEMENT**

#### ANNEX II FINANCIAL IDENTIFICATION



## FINANCIAL IDENTIFICATION

contracts/financia .c.financia .c.en.cfm#en

PRIVACY STATEMENT

http://ec.europa.eu/budget\_contracts\_grants\_info Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

BANKING DETAILS ①						
ACCOUNT NAME (2) TECHNISCHE UNIVERSITÄT GRAZ						
IBAN/ACCOUNT NUMBER ③						
CURRENCY	EURO					
BIC/SWIFT COD BRANCH CODE ④						
BANK NAME UniCredit Bank Austria AG						
ADDRESS OF BANK BRANCH						
STREET & NUMBER	Herrengasse 15					
TOWN/CITY	GRAZ POSTCODE 8010					
COUNTRY AUSTRIA						
	ACCOUNT HOLDER'S DATA					
	AS DECLARED TO THE BANK					
ACCOUNT HOLDER	TECHNISCHE UNIVERSITÄT GRAZ					
STREET & NUMBER						
TOWN/CITY	GRAZ POSTCODE 8010					
COUNTRY	AUSTRIA					
REMARK PROJECT DRIVES						
BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE () DATE (Obligatory)						
DATE (Ubligatory)						
SIGNATURE OF ACCOUNT HOLDER (Obligatory)						

(1) Enter the final pank data and not the data of the intermediary bank.

(2) This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.

- (3) Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- (5) It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.

## PARTNERSHIP AGREEMENT

### ANNEX III

## **GRANT AGREEMENT**