

PARTNERSHIP AGREEMENT

Project Title *Measuring and Comparing Achievements of Learning Outcomes in Higher Education in Europe (CALOHEE)*
Number of the Grant Agreement 2015 - 2666/ 001 – 001
(Project number: 562148-EPP-1-2015-1-NL-EPPKA3-PI-FORWARD)

between

Name and address of the Grantholder and General Coordinator

Rijksuniversiteit Groningen (University of Groningen)
International Tuning Academy Groningen
Faculty of Arts
Oude Kijk in 't Jatstraat 26
9712 EK Groningen
The Netherlands

represented by (legal representative)

Name and position

Prof. dr. Sibrand POPPEMA, President

hereinafter referred by the acronym:

RUG

and

Name and address of the Partner

Utrecht Network
Vereniging met volledige rechtsbevoegdheid, Dutch Chamber of
Commerce number 30153088. Visiting address: Viale Filopanti 3,
40126 Bologna, Italy

represented by (legal representative)

Name and position

Francesco Girotti, President

hereinafter referred to as:

the Partner

1. Subject of the Partnership Agreement

The subject of this Partnership Agreement is to define the organisation of the partnership by regulating the rights and obligations of the Grantholder (RUG) and the Partner in order to implement the project successfully.

The Grant Agreement (2015 - 2666/ 001 – 001 562148-EPP-1-2015-1-NL-EPPKA3-PI-FORWARD), signed between the Grantholder, Rijksuniversiteit Groningen (RUG) and the European Commission's Education, Audiovisual and Culture Executive Agency (EACEA) on 11/12/2015, is an integral part of the present Partnership Agreement (see annex), and takes precedence over it. All terms and conditions, articles, annexes and guidelines stated in the Grant Agreement for this project are part of the present Partnership Agreement. The RUG and the Partner shall be bound to both this Partnership Agreement and the Grant Agreement for this project, including any further amendments to the Grant Agreement approved by the Executive Agency. On the basis of the present Agreement, the RUG and the Partner shall contribute to the achievement of the requirements of the Grant Agreement together with the other Partners, performing project actions in accordance with the terms and conditions as stated herein. The parties to the present Partnership Agreement shall carry out the work in accordance with the workplan using their best efforts to achieve the results specified therein. They shall carry out all of their responsibilities under the present Partnership Agreement in accordance with recognised professional standards.

2. Duration of the Partnership Agreement

This Agreement shall come into force on the day when it has been signed by all parties, but shall have retroactive effect from the start of the eligibility period (1 January 2016). It shall remain in force until the RUG has discharged in full its obligations arising from the Grant Agreement with the Executive Agency, which means 5 years from the date of receipt of payment of the final balance as specified in Article 1.4 of the Grant Agreement (see also Annex II of the Grant Agreement section, II 27.2).

3. Payment of funds and modalities

- a) RUG will pay for the travel and subsistence costs related to the project activities in which a representative of the Partner participates. The reserved travel and subsistence costs budget for the Partner is EUR 1350. It will be kept centrally at RUG. From this RUG will organize and pay directly as much as possible the travel and subsistence costs of the Partner's representative in relation to the meetings. Travel and subsistence costs advanced by the Partner's representative will be reimbursed by RUG directly to the representative after each meeting on the basis of actual costs (reimbursement of receipts) These costs will be justified in accordance with the rules in the Project Handbook (see Annex IX of the Grant Agreement, 5.1.1.2 Travel costs);
- a) Any remainder of the Partner's travel and subsistence budget will be kept at RUG to cover the travel and subsistence costs of those Partners whose participation in the project activities costs more than the average of EUR 1350 per Partner. This way RUG can pay all travel and subsistence costs of all Partners in relation to the project meetings.
- b) Only expenditure in accordance with the project, declared eligible by the Executive Agency and for which supporting documents have been provided, will be financed.

4. Irregularities and repayment of funds

If the Executive Agency should – based on the provisions of the Grant Agreement – request the repayment of all or part of the EU contribution from the RUG, the RUG shall inform the Partner that has caused the irregularity that has led to the request for repayment and that Partner must repay the requested EU contribution together with any interests chargeable to the RUG by the Executive Agency.

The Partner affected must transfer the requested EU contribution together with any interests chargeable to the RUG by the Executive Agency until 30 (thirty) days after RUG's repayment request to the Partner.

5. Management and organization of the project

For the management of the project, the following groups are constituted:

- a) Management Team (MT) consisting of the project leader (grant holder and general coordinator), the project-manager, the co-coordinator (International Tuning Academy Bilbao) and a representative of Educational Testing Service (ETS) takes care of the organization of meetings and draft agenda's; it also prepares (policy) guidelines which should serve as a basis for the defining of the subject area and sectoral qualifications framework and the assessment frameworks.
- b) Quality Assurance Board (QAB) consisting of four experts in relevant aspects of Higher Education for the project, that is quality assurance, internationalisation and the HE-Business relation. It monitors the (progress of the) project as well as its outcomes. Advice is offered on an individual basis in written form and if thought useful by skype or phone. It advises the AB and the MC.
- c) Advisory Board (AB) consisting of the representatives of relevant networks and associations for the project, which are either formal partners or advisory members. It offers advice about (1) the outline, progress and possible deviations of the original work plan; (2) - on the basis of analysis and reviews offered by the QAB - on all major steps and on key documents of the project, that is the frameworks and the detailed work plan for the creation and implementation of the assessments and the white paper that lays out the costs/benefits for various assessment designs.
- d) The Management Committee (MC) consisting of the Project Team, a student-representative and 10 subject-area coordinators (2 per Subject Area Group) guides the organisational and methodological aspects of the project, takes responsibility for preparing and implementing the different phases of

the project in terms of the declared objectives and correspondence with the workplan, and intervene for the resolution of any possible problems.

- e) Subject Area Groups (SAGs) consisting of two representatives of the Partner institutions who act as joint coordinators subject area coordinators (SACs) - , one to two student representatives, and up to 13 representatives of associated universities. The SAGs, implement the objectives as outlined in the project description.

6. Specific obligations of the Grantholder

- a) The RUG shall take all the steps needed to manage the project correctly in accordance with the Project Application and the Grant Agreement.
In addition the RUG shall:
 - b) provide the copy of the Grant Agreement to the Partner;
 - c) keep the Partner informed about all relevant communication between the RUG and the Executive Agency;
 - d) inform the Partner about all essential issues connected to the project implementation without any delay;
 - e) submit the Intermediate Report and Final Report to the Executive Agency by the deadline given in the Grant Agreement and its annexes;
 - f) transfer funds to the Partner's representatives as payment of invoices and/or claims for reimbursement supported by documents as requested in Annex II and Annex IX of the Grant Agreement.

7. Specific obligations of the Partner

The Partner shall respect all rules and obligations set forth in the Grant Agreement.

The specific tasks of the Partner are the following.

- **Member of the Advisory Board**

Membership of the CALOHEEE Advisory Board involves:

- active participation in four meetings of the Advisory Board;
- dissemination of the Call of Interest to be involved in one of the SAGs;
- offer information about the aims and objectives of the project to its membership;
- play an instrumental role about the communication regarding project progress and outcomes towards the outside world;
- approving the composition of the five Subject Area Groups;
- offering advice about the outline, progress and possible deviations of the original work plan;
- offering advice - on the basis of analysis and reviews offered by the QAB - on all major steps and on key documents of the project, that is the frameworks and the detailed work plan for the creation and implementation of the assessments and the white paper that lays out the costs/benefits for various assessment designs;
- any relevant other topic that might come up during the implementation of the project.

In addition the Partner shall:

- a) do everything in its power to carry out the activities as specified in the workplan and foster the implementation of the project;
- b) provide the staff, facilities, equipment and material necessary to perform the project activities;
- c) support the RUG to fulfil its tasks according to the Grant Agreement;
- d) ensure adequate communication with the Project Coordinator and his staff and between and within the organisational bodies mentioned in article 5 of this Partnership Agreement;
- e) ensure that interaction with other partners and (associated) members takes place in a continuous and smooth way;

- f) provide the RUG without any delay with any information needed to draw up the Intermediate Report and the Final Report, to react on any request by the Executive Agency, or provide with any further information needed by the RUG;
- g) inform the RUG immediately about any delay in the performance of the activities or any circumstance that could lead to a temporary or final discontinuation of the project;
- h) inform the RUG about any change in personnel, tasks or procedures of its project team;
- i) maintain either a separate accounting system or a specific accounting code to identify easily all transactions relating to the project;
- j) complete the activities foreseen for each reporting period of the project implementation;
- k) comply with Erasmus+ and national rules, including rules on public procurement, publicity and equal opportunities;
- l) be responsible for the sound financial management of the funds it is allocated.

8. Obligations of the RUG and the Partners

- a) The Partner is directly and exclusively responsible towards the RUG for the due implementation of its respective contribution to the project and for the proper fulfilment of its obligations as set out in this Partnership Agreement. Should the Partner not fulfil its obligations in a timely manner, the RUG shall admonish him to fulfil them within a reasonable period of time. The Partner will undertake to find a rapid and effective solution. Should the non-fulfilment continue, the RUG may decide to debar the partner concerned from the project, with approval of the other partners. The Executive Agency shall be promptly informed of such an intended decision by the RUG; and the change in the partnership must be approved by the Executive Agency, according to the provisions of the Grant Agreement;
- b) In case of irregularities the RUG bears the overall responsibility towards the Executive Agency for the repayment of any amounts unduly paid. By way of the derogation from this principle, if the irregularity is committed by one or more partners, the partner or partners concerned shall repay to the RUG the amounts unduly paid according to article 4.
- c) Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.
- d) A contracting party shall not be liable to another party for any indirect or consequential loss or similar damage. A party's liability towards the other party shall be limited to the party's share of the total costs of the Project provided such damage was not caused by a wilful act or gross negligence. No party shall be considered to be in breach of this agreement if it is prevented from fulfilling its obligations under the agreement by force majeure.

9. Accounting, Record Keeping and Reporting

- a) Original invoices, debit notes, receipts, bank statements for every item of expense have to be thoroughly documented and kept by the Partner and these can only be financed using project funding if they are in compliance with the rules on eligibility of expenditure.
The Partner is fully responsible for providing the correct declaration of expenses and the appropriate application of its accounting system. In more detail, the Partner shall:
 - 1) accept the liability for the adequate and orderly accounting of this project according to the rules and regulations of the Grant Agreement;
 - 2) be aware of the fact that the RUG will not compensate for the ineligibility of costs caused by any violation of the Grant Agreement or the present Partnership Agreement, for which the Partner is responsible. Any costs which are assessed as ineligible by the Executive Agency within their final report assessment need to be reimbursed by the Partner to the RUG, who will forward the ineligible amount to the Executive Agency;

- 3) make available any documentation on project finance and activities required by the Executive Agency;
 - 4) keep a record of any expenditure incurred under the project and all proofs and related documents for five years after the receipt by RUG of the final payment of the balance by the EACEA as specified in Article 1.4 of the Grant Agreement and in Annex II section 27.2 of the Grant Agreement.
- b) The RUG will provide the Partner with the appropriate forms for the declaration of expenses and the respective instructions for their completion.
- The RUG is responsible for submitting technical implementation reports and financial statements to the Executive Agency providing proof of progress of the project. Therefore, so that it can provide adequate information, the Partner has to submit to the RUG an activity report describing the activities carried out and their outputs and results during the reporting period.
- The Partner must respect the reporting deadlines of the Grant Agreement, and submit their Partner Report and supporting documents on validation of expenditure to the RUG in a timely manner as requested by the RUG. Partner Reports and supporting documents on validation of expenditure not submitted to the RUG within the set deadline will not be included in the progress/final report of the RUG to be submitted to the Executive Agency. The RUG may reject any items of expenditure which cannot be justified under the project and are not in line with the rules set out in the Grant Agreement and the Guidelines for the Use of the Grant. In this case the Partner has the right to request from RUG a copy of the confirmation of the ineligibility of such items of expenditure provided by the Executive Agency.

The accounts presented by the Partner must be drawn up in Euro. In the case of Partners from countries which have not adopted the Euro as their currency, the Partner shall convert into Euro the amounts of each item of expense incurred in the national currency, before submission for validation. The expenditures shall be converted into Euro using the accounting exchange rate established by the Commission, relative to the first month of the eligibility period of the project (see article 1.10.3 of the Grant Agreement).

10. Intellectual property

The cooperation under this project is regarded as a strategic partnership. Partners offer their intellectual know-how to create a collective product. Copyrights will be respected as follows:

- a) Material already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights have to be strictly safeguarded, permission for reproduction and scale of reproduction have to be settled beforehand;
- b) Where partners develop material within the framework of the project this material will be available for the whole partnership as part of the common goals.

Throughout and as long as possible after the project the materials produced will be made available on line free of charge and can be used for legitimate teaching, learning and information purposes provided that the source is clearly declared.

11. Audit

For audit purposes the Partner shall:

- a) keep at the Commission's disposal all original documents, especially accounting and tax records, or in exceptional and duly justified cases, certified copies of original documents relating to the project, for a period of 5 (five) years from the date of payment to the RUG of the final balance as specified in Article 1.4 of the Grant Agreement;
- b) enable a body authorized by the Executive Agency to audit the use made of the grant;
- c) give these authorities any information about the project they request;
- d) give them access to the accounting books and accounting documents and other documentation related to the project. Such audits may be carried out throughout the period of implementation of

- the Grant Agreement until the balance is paid and for a period of 5 (five) years from the date of payment of balance;
- e) give them access to their sites and premises during the ordinary business hours and also beyond these hours by arrangement;
 - f) provide without delay any information relevant for the project's audit if RUG is audited for this project.

12. Information and Publicity

Any publicity measure undertaken by the Partner must follow the rules applicable to the visibility of EC education and culture programmes, and be in accordance to Article I.10.4 of the Grant Agreement.

Information and publicity measures will be coordinated among the partners. Each Partner is also individually responsible to promote the fact that financing is provided from the European Union funds in the framework of the Erasmus+ Programme and to ensure the adequate publicity of the project.

The Partner takes note of the fact that the results of the project as well as any study or analysis produced in the course of the project will be made available to the public and agrees that the results of the project shall be available for all partners and for the public free of charge in accordance with Article I.10.5 of the Grant Agreement.

13. Changes in the Project Partnership

The Partner must be aware of the fact that all changes in the partnership must be notified and require prior approval by the Executive Agency. The following requirements are necessary for the different modifications of project partnership:

- a) Addition of a project partner requires an amendment to the Grant Agreement, to be requested with the specific Amendment Request Form provided by the Agency (see Annex IX of the Grant Agreement). Withdrawal of a project partner requires an amendment to the Grant Agreement, to be requested with the specific Amendment Request Form provided by the Agency (see Annex IX of the Grant Agreement). In case a partner withdraws from the project or is debarred from it the remaining partners will undertake to find a rapid and effective solution to ensure the further proper project implementation without any delay. Consequently, the project partners will endeavor to cover the contribution of the withdrawing project partner, either by one or more of the present project partners assuming its tasks or by asking one or more new participants to join the project partnership assuming its tasks. The provisions set for audits in Article 9 remain applicable to the partner that backed out of the project or was debarred from the project.

14. Language

The working language of the partnership shall be English. Any official internal document of the operation shall be made available in the language of the Grant Agreement, i.e. in English.

15. Other provisions

- a) Any amendments or supplements to this Agreement shall be in writing and signed by the RUG and the Partner;
- b) Parties have to observe the confidentiality provisions of Article II.5 of the General Conditions (Annex II of the Grant Agreement);
- c) The RUG and the Partner commit themselves to taking measures to ensure that all staff members carrying out the work respect the confidential nature of information marked as such, and do not disseminate it, pass it on to third parties or use it without prior written consent of the RUG and the Partner;
- d) This Agreement is governed by the laws of the Netherlands. The RUG and the Partner will make an effort to settle any disputes arising from this Agreement out of the court. In case of any dispute on

matters under this Agreement, which cannot be resolved by an amicable settlement, it will fall within the jurisdiction of the courts of the Netherlands;

- e) 3 (three) original copies will be made of this Partnership Agreement; of which each party keeps one original and one original is attached to the Grant Agreement.

16. Termination

In the event that the Partner fails to perform any obligations under the present Partnership Agreement or the Grant Agreement, the RUG may terminate or cancel this Agreement. The notice period shall be a minimum of 6 weeks to the end of the calendar quarter. If the Partner or the RUG breaches the terms of the present Agreement, the other party shall have the right to terminate this Agreement.

The RUG shall have the right to terminate the present Partnership Agreement if the Partner has made false declarations to the RUG on work carried out, or on expenditure. If the present Partnership Agreement is so terminated, the RUG may require the Partner to reimburse all or part of the payments made under this Partnership Agreement, if the Executive Agency officially demands this reimbursement.

Annexes

- Grant Agreement: A copy of the Grant Agreement signed between the RUG and the Executive Agency
 - Annex I of the Grant Agreement: Description of the action
 - Annex II of the Grant Agreement: General Conditions
 - Annex III of the Grant Agreement: Estimated budget of the action
 - Annex IV of the Grant Agreement: List of beneficiaries and mandates provided to the coordinator by the other beneficiaries
 - Annex V of the Grant Agreement: Reports template (technical report)
 - Annex VI of the Grant Agreement: Reports template (financial statement)
 - Annex VII of the Grant Agreement: Guidance notes- Report of Factual Findings on the Final Financial Report – type I, type II
 - Annex VIII of the Grant Agreement: Model terms of reference for the operational verification report: not applicable
 - Annex IX of the Grant Agreement: Project Handbook
- Approved adjusted budget

Signatures

We, the undersigned, declare that we have read and accepted the terms and conditions of this contract as described here before, including the annexes thereto.

For the RUG (Grant holder and General Coordinator)

Sibrand POPPEMA

Name of the legal representative

Position: President of the Board

Date and Place

12/6/2018 Groningen
(dd/mm/yy),

Signature



Stamp of the Institution/organisation



university of
 groningen

For the Utrecht Network

Francesco Girotti

Name of the legal representative

Position: President

Date and Place

Bologna, 06/04/18

Signature



Stamp of the Institution/organisation