

Partnership Agreement

2015-3307/001 - 001

Building Inclusive Urban Communities (BInUCom)

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

Universität für Weiterbildung Krems
Dr. Karl-Dorrekstraße 30; AT 3500 Krems

hereinafter referred to as the "Coordinator", represented for the purposes of signature of the Agreement by Friedrich Faulhammer, Rector, the legal representative as defined in the Grant Agreement 2015-3307/001 - 001

and the following Beneficiaries:

1. University of Twente (UT), Faculty of Geo-Information Science and Earth Observation (ITC), Drienerlolaan 5, 7522 NB Enschede - established in Netherlands
2. CEPT University, University Established Under Centre For Environmental Planning and Technology Act, 2005, Gujarat Act No. 24 of 2005, Kasturbhai Lalbhai Campus, University Road, Navrangpura, 380009 Ahmedabad - established in India
3. KARPAGAM Academy of Higher Education, Pollachi Main Road, Eachanari Post, 641021, COIMBATORE, Tamil Nadu - established in India
4. School Of Planning And Architecture Vijayawada, S.No.71/1, NH -5, NIDAMANURU, 521104, VIJAYAWADA - established in India
5. Lunds Universitet, Paradisgatan 5c, 22100 Lund - established in Sweden
6. Upanagar Shikshan Mandal's Kamla Raheja Vidyanidhi Institute for Architecture and Environmental Studies, Vidyanidhi Marg, Juhu Scheme, Mumbai 400 049 - established in India

hereinafter referred to as the "Beneficiaries", 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 IV).

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 "Parties".

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+ CBHE action "Building Inclusive Urban Communities (BIInUCom)" (hereinafter referred to as the "project").

1.2 The Parties 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 2015-3307 001 - 001, 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.

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 (see Article 20 of the present Agreement for the list of annexes).

1.4 The Parties shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further 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.

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 his obligations arising from the Grant Agreement signed with the Executive Agency.

Article 3 Obligations and responsibilities

3.1 General obligations and role of the Parties.

The Parties:

- (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.

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 Parties, transfer funds to the Beneficiaries 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-a-vis* the Executive Agency, as per the dispositions of Article 1.4 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 Parties, as per the dispositions of Article 1.4 of the Grant Agreement;
- (h) provide one copy of this Agreement duly signed to each Beneficiary and to the Executive Agency within 6 months of the signature of the Grant Agreement;
- (i) provide the Beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the Guidelines for the Use of the Grant, the various reports templates and any other relevant document concerning the project;
- (j) transmit to the Beneficiaries copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.

3.3 Specific obligations and role of each Beneficiary

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;

This especially includes for the documentation of staff costs:

- Copy of formal employment contract for each staff working in the project
- duly filled-in Staff Convention on monthly basis (see Annex 4) for each kind of activity (cost category)
- duly filled-in Time-sheets on monthly basis using the template to be provided by EACEA()
- both Staff Convention and Time sheet have to be signed by the Coordinator for performance approval

and for travel costs:

- A duly filled-in Individual Travel Report for each trip (see Annex 5)
 - Supporting documentation will have to be attached to each travel report in order to demonstrate the fact that the travel and the activity actually took place (e.g. travel tickets, boarding passes with points of departure and destination, dates and name of the person travelling, invoices, receipts, proof of attendance in meetings and/or events, agendas, tangible outputs/products, minutes of meetings).
- (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) prepare and submit the Beneficiary report in timely manner to the Coordinator

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 959.197,-- and shall take the form as stipulated in Annex III of the Grant Agreement.
- 4.2 The Erasmus+ grant contribution is awarded to the partnership under the form of:
- a "reimbursement of actual costs" for Equipment and Subcontracting costs
 - a "unit contribution" to the costs incurred for Staff costs, Travel costs and costs of Stay
- 4.3 The grant contribution to the project is intended to cover only part of the costs actually incurred by the Parties in carrying out the activities foreseen. The Parties commit to provide additional resources to the project so as to ensure its full implementation in accordance with the Grant Agreement.
- 4.4 Full details of the estimated budget breakdown per funding source, Party and budget category is given in Annex I of this Agreement.

Article 5

Payment arrangements

- 5.1 The Coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual Beneficiary using the accounts stipulated in Annex 6 of this Agreement.

For this purpose, the Beneficiary will send Request for payment to the Coordinator, duly signed by the legal representative of the Beneficiary, for each instalment defined/calculated by the Coordinator on the basis of previously verified expenses (where applicable).

The Beneficiary is obliged to use the given funds exclusively for the purposes defined by the Project, and in accordance with terms and provisions of this Partnership Agreement and the Grant Agreement (see Annex 2).

The expenses must be eligible costs in line with the provisions of the Grant Agreement (see Annex 2).

5.2 The transfer of the Erasmus+ grant contribution to individual Beneficiaries will be implemented as payments in advance for Travel costs and Costs of stay identified under Annex 1 of this Agreement, in accordance with the following timetable and procedure:

- **I instalment** - the Coordinator will transfer 40% of the Beneficiary's maximum amount of the grant as specified in Annex 1, except categories staff costs and costs of stay, provided that the Coordinator has received the pre-financing from the Executive Agency and bank details are correctly provided by the Beneficiary. This amount becomes due at the time of signature of this Agreement by all Beneficiaries.
- **Staff costs** get paid on unit cost basis after submission of real costs per 3 month period (first accounting period 15/10/2015 - 31/03/2016, all further periods ending by 30/06, 30/09 and 31/12 of each year respectively). All necessary documentation has to be uploaded in the joint Moodle Platform of the Project (see pt. 3.3 (c)) on monthly basis by the 10th of each following month at the latest.
- **Costs of stay** will be generally paid by the Coordinator. For any joint activities taken place in others than the Coordinator's country, the locally organising Beneficiary will forward any invoices related to participating Beneficiaries' costs of stay to the Coordinator for payment. Any balances of actual costs to unit costs (both negative and positive) will be taken into calculation in I, II, III and IV instalment.
- **II instalment** - 20% within 30 days of reception of first Beneficiary report for accounting period 2015/10/15 - 2016/09/31, deducted for the remaining funds from the first instalment upon the verification of expenses by the Coordinator.
- **III instalment** - 20% within 30 days of the reception of the second Beneficiary report for accounting period 2016/10/01 - 2017/09/30 deducted for the remaining funds from the first and second instalments upon the verification of expenses by the Coordinator.
- **IV instalment** - 10% within 30 days of the reception of the third Beneficiary report for accounting period 2017/10/01 - 2018/10/14, deducted for the remaining funds from previous instalments upon the verification of expenses by the Coordinator.

5.3 Balance payment of the grant in eligibility period up to 90%: all outstanding transfers of the Erasmus+ grant contribution for Staff costs, Travel costs and costs of Stay corresponding to each individual Beneficiary that have not been received in previous instalments will be reimbursed to the Beneficiary's account within 30 days after the Coordinator receives necessary proofs of expenditures activities by the Beneficiary, on condition that the Beneficiary provided prefinancing share of 10% of estimated budget of the Beneficiary under Annex 1 of this Agreement.

5.4 Final payment: the final amount of the grant to be transferred to the Beneficiaries by the Coordinator will be defined only once the total Erasmus+ grant has been confirmed by the Executive Agency after the end of the project and approval of the final report. The Coordinator will transfer remaining grant to the Beneficiaries within 30 days after the receipt of final payment from the Executive Agency.

5.5 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 Beneficiary (ies) responsible for the expenditure declared ineligible will reimburse the corresponding amount to the Coordinator within 15 (fifteen) working days after receipt of notice from the Coordinator.

5.6 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.

5.7 Any conversion into euro of actual costs incurred in other currencies shall be made by the Beneficiary at the monthly accounting rate established by the Commission and published on its website

(http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm) applicable:

- on the month of the receipt of the first pre-financing (December 2015) for all costs incurred until the second pre-financing is received (see Annex 7) and
 - on the month of the receipt of the second pre-financing (to be determined during the project) for all costs incurred until the end of the project.
- The invoice date will be taken into account to determine the applicable monthly exchange rate. As specified in Article II.19.4 of the Grant Agreement, exchange losses are not considered eligible and exchange gains do not need to be reported.

Article 6

Reporting

6.1 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, the Beneficiaries commit to provide the Coordinator with all necessary information and supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

The Beneficiaries will submit their reports to the Coordinator in the following timetable:

- I Beneficiary report – 2016/09/30: Financial reports
- Progress report – 2017/03/14 Progress report on the implementation of the action (half-way through the eligibility period, see pt. 2.2.1 of Annex 3))
- II Beneficiary report – 2017/09/30: Financial reports
- III Beneficiary report – 2018/09/14 Final report on the implementation of the action (see pt. 2.2.3 of Annex 3)) including Final Financial statement

6.2 The Coordinator shall provide the Beneficiaries with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. Financial reports must be drawn up in EURO.

6.3 The Beneficiaries shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for a period of 7 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 and in the Guidelines for the Use of the Grant.

Article 7

Budgetary and financial management

7.1 The Erasmus+ grant contribution to the project's staff costs, travel costs and costs of stay will be calculated on the basis of "unit contributions" whose individual amounts are specified in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant (see Annex 3).

7.2 For the implementation of the project and the Beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the partnership will use the procedure and amounts described in Article 5 of this Partnership Agreement

7.3 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 specified in the relevant section of the Guidelines for the Use of the Grant.

7.4 The Beneficiaries confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.

7.5 Each Beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in project activities.

Article 8

General administrative provisions

8.1 Any important project related communication between the Parties shall be done in writing and addressed to the appointed project manager of each Party (see Annex 8). Any changes regarding the person of appointed project manager has to be indicated to the Coordinator immediately in written form.

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

Article 9

Promotion and visibility

9.1 The Coordinator and the Beneficiaries 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.

9.2 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 Articles 1.10.8 and 1.10.9 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

Article 10

Confidentiality and data protection

10.1 The Coordinator and the Beneficiaries undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is marked or declared by the disclosing Party as confidential. The parties shall remain bound by this obligation for five (5) years after the termination of this Agreement, but in no case longer than ten (10) years after the disclosure of the confidential information.

10.2 The obligation to keep information confidential in accordance with 10.1 shall not apply to information which:

- has become publicly available by means other than a breach of the recipient Party's confidentiality obligations
- can be shown by documentary evidence to be lawfully developed by the recipient independently of any such disclosure by the disclosing Party;
- can be shown by documentary evidence to be lawfully known to the recipient prior to disclosure; or
- the recipient is required to disclose in order to comply with applicable laws or regulations or with a court or administrative order. In this case the recipient shall notify the disclosing Party by registered letter.

- is lawfully obtained by the recipient from a third Party without a duty of confidentiality to the discloser

10.5 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article II.6 of the Grant Agreement.

Article 11 Ownership and property rights

11.1 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 Beneficiaries, in compliance with Article I.7 of the Grant Agreement.

11.2 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 12 Liability

12.1 Each of the Parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the execution of this Agreement, insofar as the damage or loss is not caused by a wilful act or gross negligence of the other Party or its staff/students.

Article 13 Conflict of interest

13.1 The Coordinator and 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.

13.2 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.

13.3 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 14 Working languages

14.1 The working language of the partnership shall be English.

14.2 All 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 15

Conflict resolution

15.1 In case of conflict between the Parties 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.

15.2 Disputes should be addressed in writing to the project Steering Committee (see Annex 8), that will try to mediate in order to resolve the conflict.

Article 16

Applicable law and jurisdiction

16.1 This Agreement is governed by the Austrian law exclusively, being the law of the Coordinator's country, excluding its conflicts of law rules and excluding all references to foreign established law.

16.2 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. The exclusive venue shall be the court in 3500 Krems.

16.3 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 the parties.

16.4 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.

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

Article 17

Termination of the Agreement

17.1 In the event that any of the Beneficiaries fail to perform any obligations under the present Agreement or the Grant Agreement, the Coordinator will give formal notice by registered letter to such Beneficiary requiring that such breach will be remedied within 30 calendar days.

17.2 If such breach is not remedied within that period or is not capable of remedy, the Coordinator may decide to declare the Beneficiary to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation in the project, upon formal written authorisation by the Executive Agency.

Article 18

Force Majeure

18.1 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.

18.2 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 19 Amendments

19.1 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 all Parties. No oral agreement may bind the parties to this effect.

19.2 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 20 Annexes

- Annex 1 - Budget Expenditure/Co-financing breakdown per partner and budget category according to the project application.
- Annex 2 - Copy of the Grant Agreement signed between the Coordinator and the Executive Agency, its annexes, and any existing amendment.
- Annex 3 - Guidelines for the Use of the Grant.
- Annex 4 - Form for staff convention acc. to EACEA guidelines
- Annex 5 - Form for Individual Travel Report acc. to EACEA guidelines
- Annex 6 - Individual Bank account of each Beneficiary organisation.
- Annex 7 - Currency exchange rates for first pre-financing phase according to monthly accounting rate established by the Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)
- Annex 8 - List of appointed project manager of each Beneficiary (Project Steering Committee)

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
Universität für Weiterbildung Krems

The legal representative

Mag. Friedrich Paulhammer
Rector

Signature and stamp
Done in Krems

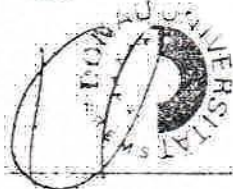


Date:

13. FEB. 2016

Univ.-Prof. Dr. Monika Kil
Vice-Rector for Academic Teaching /
Scientific Continuing Education

A handwritten signature in dark ink, appearing to read "Monika Kil".



Signature and stamp
Done in Krems

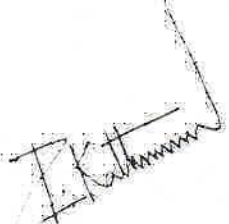
Date:

13. FEB. 2016

For the Beneficiary
KARPAGAM Academy of Higher Education

The legal representative

P. Kathiravan
Dean
Faculty of Architecture



Signature and stamp
Done in Coimbatore



Date: 26/02/2016

THE DEAN
FACULTY OF ARCHITECTURE
KARPAGAM ACADEMY OF
HIGHER EDUCATION
COIMBATORE - 641 021