



ERASMUS+

PARTNERSHIP AGREEMENT

PROJECT REFERENCE - EUROPEAN OPEN DESIGN SCHOOL FOR SUSTAINABLE
REGIONAL DEVELOPMENT [DeuS]

AGREEMENT NUMBER - 612653-EPP-1-IT-EPPKA2-SSA-P

UNDER ERASMUS+: SECTOR SKILLS ALLIANCES

This Agreement ('the Partnership Agreement') is concluded between the following parties:

on the one part,

FONDAZIONE MATERA BASILICATA 2019 (hereinafter referred to as "the coordinator"), Via
Madonna delle Virtù s.n. - c/o Palazzotto del casale - 75100 Matera (IT), represented for the purposes
of signature of this Agreement by Salvatore ADDUCE, President,

and

on the other part,

'the co-beneficiary'

CREATIVE INDUSTRY KOŠICE (CIKE)

PIC NUMBER: 986600193

Kukučínova 2, 040 01 Košice, Slovakia

VAT NUMBER: SK2022737871

represented for the purposes of signature of the Agreement by Michal Hladký, Director

The parties referred to above

HAVE AGREED

as follows to abide by the principles, Special and General conditions set out in the Grant Agreement
612653-EPP-1-IT-EPPKA2-SSA-P and its annexes (hereinafter referred to as "GA"):

Annex I Description of the action

Annex II General Conditions ('the General Conditions')

Annex III Estimated budget of the action

Annex IV List of beneficiaries and Mandates provided to the coordinator by the other beneficiaries

Annex V Model technical report

Annex VI Model financial statement

which form an integral part of this agreement, hereinafter referred to as "the Partnership Agreement".

The provisions in the Special Conditions of the Agreement take precedence over its Annexes.

The provisions in Annex II 'General Conditions' take precedence over the other Annexes.

ARTICLE I.1 — SUBJECT MATTER OF THE AGREEMENT

The Agency has decided to award a grant under the terms and conditions set out in the Special
Conditions, the General Conditions and the other Annexes to the Agreement, for the *action* entitled
[European Open Design School for Sustainable Regional Development], as described in Annex I.

By signing the Agreement, the beneficiaries (Coordinator and Co-beneficiary) accept the grant and
agree to implement the *action*, acting on their own responsibility.

ARTICLE I.2 — ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT

I.2.1 The Agreement enters into force on the date on which the last party signs it.

I.2.2 The *action* runs as of 01/01/2020 ("the starting date of the action") and shall end on
31/12/2021.

ARTICLE I.3 — MAXIMUM AMOUNT AND FORM OF THE GRANT

I.3.1 The *maximum amount of the grant* accorded to the beneficiary is EUR 42 648,00 as stated in
Annex III "Estimated budget of the action".

I.3.2 The grant takes the form of a unit contribution calculated via unit costs ("unit contribution")
covering the activities directly linked to the implementation of the project (per day/per category of
staff/per group of country), as indicated in the project application.

ARTICLE I.4 — REPORTING — PAYMENTS AND PAYMENT ARRANGEMENTS AND SUPPORTING DOCUMENTS

I.4.1 Reporting periods

The *action* is divided into the following *reporting periods*:

- Reporting period 1: from month 1 to month 12

- Final reporting period: from month 1 to month 24

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I.4.2 Pre-financing payments

The aim of the pre-financing is to provide the beneficiaries with a float. The pre-financing remains the property of the European Union ('the Union') until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

The following reporting and payment arrangements shall apply:

- Upon entry into force of the Agreement, a first pre-financing payment of 40 % of the maximum amount specified in Annex III shall be paid to the coordinator. Payments to co-beneficiaries will be done in part percentage according to the respective maximum grant accorded specified in Article I.3.1 within 10 calendar days from the entry into force of the Partnership Agreement.
- The coordinator must submit a request for second pre-financing payment of 40% of the maximum amount specified in Annex III within 60 calendar days following the end of the first reporting period. The request must be accompanied by the following documents:
 - a progress report on the implementation of the *action* ('technical report on progress');
 - a statement on the amount of the previous pre-financing instalment used to cover costs of the *action* ('statement on the use of the previous pre-financing instalment').

The aforementioned technical report on progress and financial statement on the use of the previous pre-financing instalment shall be sent to the Agency by 28-02-2021 at the latest. The reporting period will cover the first half of the project.

The second pre-financing payment shall be paid to the coordinator within 60 calendar days from when the Agency receives the request, subject to having used at least 70 % of the previous pre-financing instalment paid and subject to the receipt of the technical report on progress and the statement on the use of the previous pre-financing instalment sent by the beneficiary.

If the statement on the use of the previous pre-financing instalment submitted in accordance with Article I.4.2 shows that less than 70 % of the previous pre-financing instalment paid has been used to cover costs of the *action*, the amount of the new pre-financing to be paid must be reduced by the difference between the 70 % ceiling and the amount used.

- Payments to co-beneficiaries will be done in part percentage according to the respective maximum grant accorded specified in Article I.3.1
- The payments to the beneficiaries will be done once the pre-financing payments will be credited to the bank account of the Coordinator.
- The Coordinator commits himself to carrying out payments to the beneficiaries regarding this Agreement provided that beneficiaries' achievements are done according to the work plan (in terms of deliverables and tasks assigned to each beneficiary, as documented in the project application) as agreed in the grant agreement and its annexes.

I.4.3 Payment of the balance and supporting documents

The coordinator must submit a request for payment of the balance within 60 calendar days following the end of the last reporting period.

This request must be accompanied by the following documents:

- (a) a final report on implementation of the action ('final technical report'), containing the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs (where the grant takes the form of the reimbursement of unit costs, of financing not linked to costs, or of a unit contribution, as provided for in Article I.3.2(a)(ii) and (iii), (b), (c) or (e));

- (b) a final financial statement ('final financial statement'). The final financial statement must include a consolidated statement and a breakdown of the amounts claimed by each beneficiary.

The final financial statement must be drawn up in accordance with the structure of the estimated budget set out in the application and in accordance with Annex VI and detail the amounts for each of the forms of grant set out in Article I.3.2 for the whole implementation period of the action;

The coordinator must certify that the information provided in the request for payment of the balance is full, reliable and true.

The coordinator must also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27 of the GA.

In addition, the coordinator must certify that all the revenues generated by the action referred to in Article II.25.3 have been declared for each beneficiary.

The payment of the balance reimburses or covers the remaining part of the eligible costs and contributions for the implementation of the *action*.

If the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance takes the form of a recovery as provided for by Article II.26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25, the Agency must pay the balance within 60 calendar days from when it receives the documents referred to in Article I.4.4, except if Article II.24.1 or II.24.2 apply.

Payment is subject to the approval of the request for payment of the balance and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

The Agency determines the amount due as the balance by deducting the total amount of pre-financing and interim payments (if any) already made from the final amount of the grant determined in accordance with Article II.25.

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to the Agency or to an executive agency (under the EU or Euratom budget), up to the maximum contribution indicated for that beneficiary, in the estimated budget in Annex III.

I.4.4 Currency for requests for payment and financial statements and conversion into euro

Requests for payment and financial statements are made in euros.

Beneficiaries with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the *Official Journal of the European Union*, determined over the corresponding reporting period (available at <http://www.ccb.europa.eu/stats/exchange/eurofxref/html/index.en.html>).

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion must be made at the average of the monthly accounting rates established by the Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm), determined over the corresponding reporting period.

Beneficiaries with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

1.4.5 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements must be submitted in English.

1.4.6 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- (a) the Agency and/or the Commission bears the costs of transfer charged by its bank;
- (b) the beneficiary bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

ARTICLE 1.5 — BANK ACCOUNT FOR PAYMENTS

All payments must be made to the co-beneficiary's bank account as indicated below:

Name of bank: **Prima banka Slovensko, a. s.**

Precise denomination of the account holder: **Creative Industry Košice, n.o.**

Full account number (including bank codes): **0558235001/5600**

IBAN code: **SK21 5600 0000 0005 5823 5001**

ARTICLE 1.6 — COMMUNICATION DETAILS OF THE PARTIES

1.6.1 Communication details of the Coordinator

Any communication addressed to the Coordinator must be sent to the following address:

FONDAZIONE MATERA BASILICATA 2019

Rita Orlando

Via Madonna delle Virtù s.n.

c/o Palazzotto del casale

75100 Matera

ITALY

Email address: orlando@matera-basilicata2019.it

1.6.2 Communication details of the beneficiaries

Any communication from the Coordinator to the co-beneficiary must be sent to the following address:

Creative Industry Košice, n.o.

Kukučínova 2

SK

040 01 Košice

Email address: denisa.draganovska@cike.sk

ARTICLE 1.7 — ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In accordance with Article II.9.3, whereby the Agency and/or the Union acquires rights to use the results of the action, these results may be exploited using any of the following modes:

- (a) distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file;
- (b) communication through press information services;
- (c) inclusion in widely accessible databases or indexes, such as via 'open access' or 'open data' portals, or similar repositories, whether freely accessible or accessible only upon subscription;
- (d) edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content
- (e) cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action
- (f) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- (g) prepare derivative works of the results of the action;
- (h) translate, insert subtitles in, dub the results of the action in all official languages of EU
- (i) license or sub-license to third parties, including if there are licensed pre-existing rights, any of the rights or modes of exploitation set out in Article II.9.3 of the General Conditions.

The beneficiaries must ensure that the Agency and/or the Union has the rights of use specified in the General Conditions for the whole duration of the industrial or intellectual property rights concerned.

ARTICLE 1.8 — INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE

As an exception to Article II.25.3 of the GA, the no-profit principle does not apply to the *action*.

ARTICLE 1.9 — PUBLICITY OBLIGATIONS

1. For the purpose of Article II.8 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.8 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.

ARTICLE 1.10 – GRANT REDUCTION IN THE CASE OF NON-COMPLIANCE WITH AN OBLIGATION UNDER THE GRANT AGREEMENT AND FOR NON-, POOR, PARTIAL, OR LATE IMPLEMENTATION

1. For the purpose of poor, partial or late implementation as provided for in Article II.25.4 of the GA, the assessment of the implementation of the project will be performed by the Agency, which will result in the award of a score comprised between 0% and 100%, where 0% is at the bottom of the rating scale (corresponding to the worst quality of implementation) and 100% is at the top (corresponding to the best quality of implementation).

2. The score awarded will take into account the existence and seriousness of non-, poor, partial or late implementation, and its impact on the achievement of the project. If the score is below 50%, the following reduction rates may be applied on the maximum amount of the grant provided for in the grant agreement:

- 25% if the project scores at least 40% and below 50%, meaning that some objectives/results set in the application have not been reached, limiting the global result of the project;
- 35% if the project scores at least 30% and below 40% meaning that several important objectives/results set in the application have not been reached, the global result of the project has been affected and the project can be considered only partially achieved;
- 55% if the project scores at least 20% and below 30% meaning that the majority of the objectives/results set in the application have not been reached, the global result of the project has been strongly affected and the project cannot be considered achieved;
- 75% if the project scores below 20%, meaning that any objectives/results set in the application have not been reached and any substantial outcomes of the project have not been reached in a satisfactory way.

3. Without prejudice to the right to terminate the grant, the Agency may also apply a 20%-reduction rate on the maximum amount of the grant if an obligation under the Grant Agreement has been breached, in particular in case of non-compliance with the obligation of visibility of Union funding set out in Article II.8 which constitutes a substantial obligation.

SIGNATURES

For the coordinator

SILVANO ARDUCE

For the co-beneficiary

Michal Hladký

ASILIČKA 2019
nto del Casale
- 75100 Matera
iva 01310479776

Director

Done at Matera,

Done at Košice, 9/1/2020

In duplicate in English