



Erasmus+

**Erasmus+ Programme**

**2014-2020**

**Collaborative Partnerships in the field of Sport**

**AGREEMENT n° 612967-EPP-1-2019-1-IT-SPO-SCP**

**CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER ORGANISATION**

This contract, drawn up under the Erasmus+ Programme (REGULATION (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing Erasmus+), shall govern relations between:

UNIONE SPORTIVA ACLI, Via Giuseppe Marcora 18-20 00156 Rome, Italy, hereafter named "the Coordinator", represented by the President Damiano Lembo

on the one hand

and

CONSELL ESPORTIU DEL PLA DE L'ESTANY, Carrer del Noc, s/n 17820 Banyoles, Spain hereafter named "the Partner Organisation", represented by Joan Josep Verdaguer Gironès, President

on the other hand,

Which have agreed as follows:

**Article 1/Subject**

1. Having regard to the provisions of REGULATION (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing Erasmus+: the Union programme for education, training, youth and sport, the **Coordinator** and the Partner Organisation commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the **Agreement n° 612967-EPP-1-2019-1-IT-SPO-SCP** concluded between **the Coordinator** and the **EACEA, Education, Audiovisual and Culture Executive Agency**

2. The maximum Community grant towards expenditure incurred by the members of the Partnership participating in the programme shall be **397.014,00** EUR.
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project **Social Inclusion Methodology in Critical Area via Sport (SIMCAS)** pursuant to the rules laid down at Community level, particularly in Annex III – Financial and Contractual Rules, but shall, under no circumstances, give rise to a profit.
4. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project Social Inclusion Methodology in Critical Area via Sport (SIMCAS) under the Agreement n° 612967-EPP-1-2019-1-IT-SPO-SCP concluded between the **EACEA, Education, Audiovisual and Culture Executive Agency** and the **Coordinator**.
5. The subject matter of this contract and the related work programme are detailed in the annexes, which form an integral part of this contract and that each party declares to have read and approved.

## **Article 2/Duration**

1. The project referred to in Article 1 has a duration of **24 months**. It starts on **01/01/2020** and ends on **31/12/2021**.
2. This contract enters into force on the date of signature by the last of both participating parties to the contract but shall have retroactive effect from 01/01/2020 and terminates at the moment of payment of the balance of the contract.
3. The period of eligibility of the costs starts on **01/01/2020** and finishes on **31/12/2021**.

## **Article 3/Obligations of the Coordinator**

The Coordinator shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement concluded between the **EACEA, Education, Audiovisual and Culture Executive Agency** and the **Coordinator**;
2. to make available to the Partner Organisation a copy of the Agreement n° 612967-EPP-1-2019-1-IT-SPO-SCP and its annexes, concluded with the EACEA, Education, Audiovisual and Culture Executive Agency, of the Financial and Contractual Rules, of the various reports and of any other official document concerning the project;
3. to notify and provide the Partner with any amendment made to the Agreement n° 612967-EPP-1-2019-1-IT-SPO-SCP concluded with the EACEA, Education, Audiovisual and Culture Executive Agency;
4. to define in conjunction with the Partner the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights;



5. to comply with all the provisions of Agreement n° 612967-EPP-1-2019-1-IT-SPO-SCP binding the **Coordinator and Beneficiaries** to the **EACEA, Education, Audiovisual and Culture Executive Agency**.

#### **Article 4/Obligations of the Partner Organisation**

The Partner Organisation shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement n° 612967-EPP-1-2019-1-IT-SPO-SCP concluded between the **EACEA, Education, Audiovisual and Culture Executive Agency** and the **Coordinator**;
2. to comply with all the provisions of Agreement n° 612967-EPP-1-2019-1-IT-SPO-SCP binding the **Coordinator** to the **EACEA, Education, Audiovisual and Culture Executive Agency**;
3. to communicate to the **Coordinator** any information or document required by the latter that is necessary for the management of the project;
4. to accept responsibility for all information communicated to the **Coordinator**, including details of costs claimed and, where appropriate, ineligible expenses;
5. to define in conjunction with the **Coordinator** the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

#### **Article 5/Financing**

1. The total expenditure to be incurred by the Partner during the period covered by this Partner Agreement is estimated at **41.780,00 EUR**.
2. The allocation of funds is detailed in Annex 2

#### **Article 7/Payments**

1. The **Coordinator** commits himself to carrying out payments relating to the subject matter of this contract to the Partner Organisation according to the achievement of the tasks assigned and according to the following schedule:
  - 1<sup>st</sup> payment: 40% upon signature of this agreement.
  - 2<sup>nd</sup> payment: 30% after the submission of the project Interim Report
  - 3<sup>rd</sup> (& final) payment: 30% After the final approval of the project “Social Inclusion Methodology in Critical Area via Sport (SIMCAS)” by the Education, Audiovisual and Culture Executive Agency

2. All payments shall be regarded as advances pending explicit approval by the **EACEA, Education, Audiovisual and Culture Executive Agency** of the final report, the corresponding cost statement and the quality of the results of the project.
3. The coordinator may propose to the Partnership and to the Agency a reduction to the Partner's budget or suspend all payments to the Partner if the Partner fails to comply with its obligations described in Article 4, or fails to attend to Partner's Meetings.
4. The Coordinator and the Partners may define, by mutual agreement, task and budget changes, which according to the entity of changes and in accordance with the agreement between the Coordinator and Agency might be authorized by the EACEA, Education, Audiovisual and Culture Executive Agency
5. With reference to the exchange rate applicable for the conversion of currencies in Euros, any conversion of actual costs into Euros shall be made by the Partner at the 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](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)) for the first month of the period of eligibility of costs.

#### **Article 8/Bank account**

*[(references of the bank account opened in the name of the Partner into which the funds allocated to the Partner will be paid)]*

<b>Bank Name:</b>	Banc Sabadell
<b>Bank Address:</b>	Carrer de Girona, 259, Banyoles (Spain)
<b>Account Name:</b>	Consell Esportiu del Pla de l'Estany
<b>Account Number:</b>	0081 1717 1400 0100 7306
<b>IBAN:</b>	ES47 0081 1717 1400 0100 7306
<b>BIC:</b>	BSA BES BB

#### **Article 9/Reports**

1. The Partner shall provide the **Coordinator** with any information and document required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative*.
2. The Partner shall provide the **Coordinator** with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative*.

#### **Article 10/ Monitoring and supervision**

1. The Partner shall provide without delay the **Coordinator** with any information that the latter may request from him concerning the carrying out of the work programme covered by this contract.



2. The Partner shall make available to the **Coordinator** any document making it possible to check that the aforementioned work programme is being or has been carried out.

#### **Article 11/ Audit**

1. For the Audit, the Partner shall cooperate with the coordinator so that the latter has access to all the requested information.
2. Any costs associated with the cost of the Audit certificate of the final financial report of the project will be divided between the whole partnership.

#### **Article 12/ Liability**

1. 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.
2. The Partner Organisation shall protect the **EACEA, Education, Audiovisual and Culture Executive Agency**, the **Coordinator** and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract, to the extent that these damages are not due to the serious or intentional negligence of the **EACEA, Education, Audiovisual and Culture Executive Agency**, the **Coordinator** or their personnel.

#### **Article 13/Termination of the contract**

1. The **Coordinator** may terminate the contract if the Partner Organisation has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to *force majeure*, after notification of the Partner by registered letter has remained without effect for one month.
2. The Partner shall immediately notify the **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this contract.

#### **Article 14/ Jurisdiction clause**

1. Failing amicable settlement, the Courts of **Rome (Italy)** shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
2. The law applicable to this contract shall be the law of **Italy**.

#### **Article 15/ Amendments or additions to the contract**

Amendments to this contract shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this contract.

## Annexes

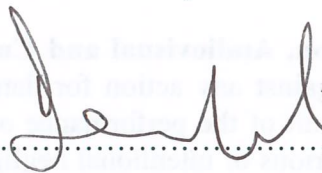

- I. Agreement n° 612967-EPP-1-2019-1-IT-SPO-SCP concluded between the Coordinator and the EACEA - Education, Audiovisual and Culture Executive Agency
- II. detailed budget relating to the activities of the Partner Organisation (costs associated with the activities and sources of financing).
- III. description of the Partner's tasks and breakdown of the Community grant allocation

Done at....., in two copies.

Signatures:

For the Coordinator

Damiano Lembo, President

  
.....  


Place Rome

Date 28/01/2020

For the Partner,

Joan Josep Verdaguer Gironès, President

  
.....  


Place BANYOLES, SPAIN

Date 10/1/2020

## ANNEX 2

### Detailed Partner's Budget

Name of Organisation: **CONSELL ESPORTIU DEL PLA DE L'ESTANY,**

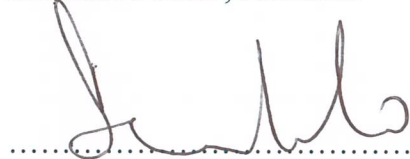
Registered Address **Carrer del Noc, s/n 17820 Banyoles, Spain**

<b>Project Management</b>	€	<b>6.000,00</b>
24 months - Grant per month € 250,00	€	6.000,00
<b>Transnational Project Meetings</b>	€	<b>5.750,00</b>
10 Participants travelling from from 100 to 1999 KM Grant per participants €575,00	€	5.750,00
<b>Intellectual Outputs Total:</b>	€	<b>26.030,00</b>
Output 2,3,4,6,7: METHODOLOGICAL APPROACH/TOOLKIT/TRAINING PACKAGE 40 working days for Trainer - Grant per working day: €137,00	€	5.480,00
Output 3,4,6,7,8 : METHODOLOGICAL APPROACH/TOOLKIT/TRAINING PACKAGE 40 working days for Trainer - Grant per working day: €137,00	€	5.480,00
O5: IMPLEMENTATION OF DRAFTED METHODOLOGY 12 working days for Researchers - Grant per working day: €137,00	€	1.644,00
O5: IMPLEMENTATION OF DRAFTED METHODOLOGY 50 working days for Trainer - Grant per working day: €137,00	€	6.850,00
O5: IMPLEMENTATION OF DRAFTED METHODOLOGY 48 working days for Coach - Grant per working day: €137,00	€	6.576,00
<b>Multiplier Events</b>	€	<b>4.000,00</b>
40 local participants - Grant per participants: €100,00	€	4.000,00
<b>TOTAL ALLOCATION</b>	€	<b>41.780,00</b>

Signatures:

For the Coordinator

Damiano Lembo, President



Place **Rome**

Date **23/01/2020**



For the Partner,

Joan Josep Verdagué Gironès, President



Place **BANYOLES, SPAIN**

Date **10/1/2020**









### ANNEX 3 - Description of the Partner's tasks

Name of Organisation:	CONSELL ESPORTIU DEL PLA DE L'ESTANY
Registered Address	Carrer del Noc, s/n 17820 Banyoles, Spain

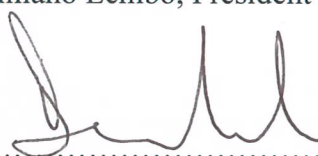

CONSELL ESPORTIU DEL PLA DE L'ESTANY will be involved in all project activities, as follow

- 1) Actively participate in the implementation of
  - a. WP 1 – Project management
  - b. WP 2 – Research activities
  - c. WP 3 – Implementing the methodological approach
  - d. WP 4 – Communication and dissemination activities
  - e. WP 5 – Monitoring and evaluation activities
  - f. Report on the bibliographic research – Study (O1)
  - g. Report on stakeholders' interviews – Study (O2)
  - h. Report on best practice analysis – Study (O3)
  - i. Draft of the Methodological approach (O4)
  - j. Report on the implementation experience (O5)
  - k. Operational Tool Kit (O6)
  - l. Training package (O7)
  - m. Report on sustainability (O8)
  - n. Transnational meetings M1, M2, M3, M4, M5
- 2) Responsible of the organization of a Multiplier Event - National Workshop in Spain (E4)

Signatures:

For the Coordinator

Damiano Lembo, President

  
.....  


Place Rome

Date 23/01/2020

For the Partner,

Joan Josep Verdagué Gironès, President

  
.....  


Place BANYOLES, SPAIN

Date 10/1/2020

