

CONSORTIUM AGREEMENT

Erasmus+: Virtual Youth Exchange

**FUNDED BY EUROPEAN EDUCATION AND CULTURE EXECUTIVE AGENCY
(EACEA)**

AGREEMENT NUMBER: 101193489 — EYES — ERASMUS-EDU-2024-VIRT-EXCH

**TITLE OF THE PROJECT: "Empowering Youth: Erasmus Plus Virtual Exchange for Active
Citizenship and Social Inclusion (EYES)"**

CONTRACT BETWEEN THE PROJECT COORDINATOR AND THE PARTNER

This contract, drawn up under the Erasmus+ Virtual Exchange, shall govern relations between

***ASOCIACION DE COOPERACION AL DESARROLLO ABARKA (ABARKA ONGD),
PIC 888511950, established in AGERREALDE ETXADIA 7 BAJO BARRIO DE ALTZIBAR,
OIZARZUN 20180, Spain***

hereinafter referred to as "***the Coordinator***" of the afore-mentioned project, represented for the purposes of signature of this Agreement by ***president, Clotaire Mesmin Ntienou Tchiengue,***

on the one part,

and

***ASSOCIAZIONE STELLA MARINA APS, PIC 912152887, established in Via Brindisi, n.9 –
Taranto (TA) - Italy,***

hereinafter referred to as "***the Partner***", represented for the purposes of signature of this Agreement by ***Francesco Giuri***

On the other hand, which have agreed as follows:

Article 1. SUBJECT MATTER OF THE AGREEMENT

1. The **Coordinator** and the **Partner** commit themselves to carrying out the work program covered by this contract. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project with Grant

CONSORTIUM AGREEMENT

Agreement number: **101193489 — EYES — ERASMUS-EDU-2024-VIRT-EXCH**, signed between the **Education, Audiovisual and Culture Executive Agency (EACEA)** and the **Coordinator**.

This work programme comes under the Project “**EMPOWERING YOUTH - ERASMUS PLUS VIRTUAL EXCHANGE FOR ACTIVE CITIZENSHIP AND SOCIAL INCLUSION**” and under the Agreement number: **101193489 — EYES — ERASMUS-EDU-2024-VIRT-EXCH**, signed between **the Coordinator** and **the Education, Audiovisual and Culture Executive Agency (EACEA)**.

The total cost of the project for the contractual period referred to by the Grant Agreement number **101193489 — EYES — ERASMUS-EDU-2024-VIRT-EXCH**, all financing combined, is estimated at **433.599 EUR**.

2. The subject matter of this contract and the related work programme are detailed in the project description, its annexes, and the Grant Agreement with number **101193489 — EYES — ERASMUS-EDU-2024-VIRT-EXCH**, and its annexes, which form an integral part of this contract and which each party declares to have read and approved.

3. The final financial contribution shall depend on the evaluation of the quality of the results of the project with Grant Agreement number **101193489 — EYES — ERASMUS-EDU-2024-VIRT-EXCH**, pursuant to the rules laid down at the community level, particularly in the **Practical Information on Contractual Project Management** Erasmus + Programme, but shall, under no circumstances, give rise to a profit.

Article 2. DURATION

1. The project referred to in Article 1 has a duration of **36 months**. It starts on **February 1st, 2025**, and ends on **January 31th, 2028**.

2. This contract enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the balance of the contract.

3. The period of eligibility for the costs starts on **February 1st, 2025**, and finishes on **January 31th, 2028**.

Article 3. OBLIGATIONS OF THE COORDINATOR

The Coordinator shall undertake:

CONSORTIUM AGREEMENT

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 **101193489 — EYES — ERASMUS-EDU-2024-VIRT-EXCH** concluded between the **Education, Audiovisual and Culture Executive Agency (EACEA)** and the **Coordinator**;
2. To notify and provide the Partner with any amendment made to the Grant Agreement number **101193489 — EYES — ERASMUS-EDU-2024-VIRT-EXCH**, concluded with the **Education, Audiovisual and Culture Executive Agency (EACEA)**;
3. 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;
4. To comply with all the provisions of Grant Agreement number **101193489 — EYES — ERASMUS-EDU-2024-VIRT-EXCH** binding the **Coordinator** to the **Education, Audiovisual and Culture Executive Agency (EACEA)**.

Article 4. OBLIGATIONS OF THE PARTNER

The Partner 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 Grant Agreement number **101193489 — EYES — ERASMUS-EDU-2024-VIRT-EXCH**, concluded between the **Education, Audiovisual and Culture Executive Agency (EACEA)** and the **Coordinator**;
2. To comply with all the provisions of Grant Agreement number **101193489 — EYES — ERASMUS-EDU-2024-VIRT-EXCH** binding the **Coordinator** to the **Education, Audiovisual and Culture Executive Agency (EACEA)**;
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. DISSEMINATION

CONSORTIUM AGREEMENT

1. The partner shall acknowledge the grant support received under the Erasmus + Programme in any document disseminated or published, in any product or material produced with the grant support, and in any statement or interviews given, in accordance with the visual identity guidelines provided by the European Commission.

2. The acknowledgment shall be followed by a disclaimer stating that the content of the publication is the sole responsibility of the publisher and that the European Commission is not liable for any use that may be made of the information.

Article 6. FINANCING THE ACTION

1. The total Erasmus+ Virtual Exchange contribution for the Partner shall be a maximum amount of **92.879€**. If the Partner spends more money than the amount mentioned before the sum is covered by the Partner.

Detailed budget distribution:

Work Packages Details	Amount
WP001 - Project Management and Coordination	8.956€
WP002 – Platform Development and Project Team Empowerment	33.833€
WP003 – EYES in Action	41.794€
WP004 – Dissemination and Communication	8.296€
Total	92.879€

2. Administration costs related to the project expert design and writing fees representing **6%** of the Partner's budget will be deducted before payment processing: **5.572,75€**.

3. The maximum Amount to be transferred to the partner is **87.306,35€** after application of any bank transfer fee if applied by the bank.

Article 7. PAYMENTS

1. The **Coordinator** commits himself to carrying out payments, relating to the subject matter of this contract to the **Partner** according to the achievement of the tasks and according to the following schedule:

CONSORTIUM AGREEMENT

Schedule	Amount	Dates
1 st Payment (10%)	8.730,64€	28.02.2025
2 nd Payment (10%)	8.730,64€	31.05.2025
3 rd Payment (10%)	8.730,64€	31.08.2025
4 th Payment (10%)	8.730,64€	31.12.2025
5 th Payment (10%)	8.730,64€	31.08.2026
6 th Payment (10%)	8.730,64€	31.12.2026
7 th Payment (10%)	8.730,64€	30.04.2027
8 th Payment (10%)	8.730,64€	31.08.2027
9 th and final Payment (20%)	17.461,27€	After final report validation by the EU commission
TOTAL	87.306,35€	

1st payment: 10%

After the successful signature of the bilateral agreement by both parties, the first payment to the partner will be issued by 28th February 2025.

2nd, 3rd and 4th payments: 10% each will be paid according to the schedule above and after the delivery and appropriate checking of the realization of all the tasks scheduled and progress report submitted to the coordinator. The coordinator reserves the right to withhold these payments if the justification documents are incorrect or incomplete. These payments will be made on the condition that all the financial and working documents are approved by the project coordinator and all the tasks scheduled to be realized until those dates are accomplished and are realized at an adequate quality level.

5th, 6th, 7th and 8th payments: 10% each will be also paid according to the schedule above and after the delivery and appropriate checking of the realization of all the tasks scheduled and progress report submitted to the coordinator. The coordinator reserves the right to withhold these payments if the justification documents are incorrect or incomplete. These payments will be made on the condition that all the financial and working documents are approved by the project coordinator and all the tasks scheduled to be realized until those dates are accomplished and are realized at an adequate quality level. These payments are subject to the payments by the **Education, Audiovisual and Culture Executive Agency (EACEA)** of the 40% second installment of the project grant.

Final payment: 20% of the remaining subsidy

The balance based on approved costs of final report will be paid once the Partner's contractual duties have been fully met and all the necessary supporting documentation has been received, and after the **Education, Audiovisual and Culture Executive Agency (EACEA)** approves the final report and releases the balance payment to the **Coordinator**.

The final payment will be paid depending on the evaluation of results by the EACEA And the Erasmus+ Programme and on the condition that the Coordinator has received the final payment from EACEA.

2. All payments shall be regarded as advances pending explicit approval by the **Education,**

CONSORTIUM AGREEMENT

Audiovisual, and Culture Executive Agency (EACEA) of the final report, the corresponding cost statement, and the quality of the results of the project. With the exception of the first payment, no payment should be made to the Partner that has not realized the activities planned, that has realized them poorly or not on time, that has not provided information and documents to the Coordinator or they have provided them only partially or not on time.

Article 8. BANK ACCOUNT

All payments shall be made to the partner's bank account, denominated in euros as indicated below:

ACCOUNT HOLDER	
Name	Associazione Stella Marina APS
Address	Via Brindisi, 9
City	TARANTO
Post Code	74121
Country	Italy
VAT NUMBER	03229270735
Legal representative person	Francesco Giuri
BANK DETAILS	
Bank Name	Banca di Bari e Taranto Credito Cooperativo
Bank Branch Address	Corso Italia n. 113
City	TARANTO (IT)
Post Code	74121
Country	Italy
IBAN	IT52D0708715801000000001628
SWIFT CODE	ICRAITR1U71

CONSORTIUM AGREEMENT

Article 9. REPORTS

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

1.1. After every implemented activity the **Partner** has an obligation to submit a narrative report to the **Coordinator**.

2. The **Partner** shall provide the **Coordinator** with any information and documents required for the preparation of the final report and, where appropriate, with certified copies of all the necessary supporting documents covering the whole duration of the project, *completed and signed by the legal representative by 15/01/2028* at the latest.

Article 10. MONITORING AND SUPERVISION

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

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

3. The obligations described in the Grant Agreement number **101193489 — EYES — ERASMUS-EDU-2024-VIRT-EXCH** apply *mutatis mutandis* to the **Coordinator** and **Partner**.

Article 11. RECOVERY

In case of an audit from EACEA, the **Partner** will provide immediately to the **Coordinator** any missing document that it will be asked to provide. In case that the Partner does not justify the costs of the payments received with financial Reports, it will reimburse the amount received.

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** shall protect the **Coordinator** and its 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 **Coordinator** or its personnel.

CONSORTIUM AGREEMENT

3. The **Partner** shall immediately notify the **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 13. JURISDICTION CLAUSE

1. Failing amicable settlement, **the Courts of Guipúzcoa** 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 Spanish law.

Article 14. Usage of the Results of the Project

1. The Partner shall own, and be able to disseminate freely accessible information on, its intellectual outputs developed within the project. The Partner shall grant the Coordinator a non-exclusive, royalty-free license to use its intellectual outputs developed within the project for the purposes of the project and for the Coordinator's own research and educational purposes.

Article 15. AMENDMENTS OR ADDITIONS TO THE CONTRACT

1. 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.

Article 16. FINAL PROVISION

The contractual parties agree that for other relationships not specifically defined in this contract, the terms of the Agreement signed between the Coordinator and EACEA shall apply.

SIGNATURES

For the **Partner**,

for the **Coordinator**,

Francesco Giuri

Clotaire Mesmin Ntienou Tchiengue