

PARTNER AGREEMENT

Concerning

Applicable Representation of City Centres with Heritage Importance – APPROACH

Erasmus+ KA2 Strategic Partnership VET Project
Grant Agreement Number: 2015-1-UK01-KA202-013806

This Agreement is made and entered into by and between

Edinburgh World Heritage Trust

whose registered office is at **United Kingdom**, VAT number: **889289832**
represented for the purposes of signature of this Agreement by **Adam Wilkinson director**,
managing partner, hereinafter referred to as **Coordinator**
on the one part,

and

Gmina Lublin (Municipality of Lublin)

whose registered office is at **Poland**, VAT number: **94625811**
represented for the purposes of signature of this Agreement by **Krzysztof Żuk, Mayor of Lublin**,
hereinafter referred to as **Partner**
on the other part.

The Coordinator mandated by the Partner (and other Partners of this Partnership) has concluded a Contract in the name and on behalf of the Partners with the National Agency of the United Kingdom, **Ecorys UK Limited** (hereinafter referred to as National Agency) representing the European Commission for the purpose of implementing the 'Erasmus+ KA2 Strategic Partnership for VET' project called **Applicable Representation of City Centres with Heritage Importance** (hereinafter referred to as Project). This multibeneficiary Contract, Grant Agreement Number of which is: 2015-1-UK01-KA202-013806 (hereinafter called EC Contract) with the Mandates given by all the Partners of this partnership and all other annexes shall form an integral part of the present Agreement (see Annex B of this Agreement).

The Coordinator and the Partner shall be bound by the terms and conditions of the EC Contract and by the terms and conditions of any further amendments to this EC Contract.

The Coordinator and the Partner have agreed to define their rights and obligations with respect to carrying out specific tasks relating to the Project in predefined time schedule as described in Annex B of this Agreement.

Therefore, the following is hereby agreed between the Coordinator and the Partner:

Article 1: Objective of the present Agreement

On the basis of the present Agreement, the Coordinator and the Partner shall contribute to the achievement of the requirements of the EC Contract together with the other Partners performing the EC Contract in accordance with the terms and conditions as stated in the present EC Contract.

Article 2: Duration of the Agreement

The present Agreement shall come into force on the day when it has been signed by both the Coordinator and the Partner but shall have retroactive effect from **31st December 2015** (the starting date of the action) and shall end on **30th August 2018**. Also this Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Coordinator and Partner under the EC Contract and under the Partner Agreement.

Article 3: Obligations of the Partner

The Partner undertakes to:

- Make the necessary arrangements for the preparation, execution and smooth running of the programme of work which is the subject of the present Agreement, with a view to achieving the objectives of the project as described in Annex B;
- Comply with all the provisions of the EC Contract;
- Provide the Coordinator with any information or documents it may require according to the stipulations made in the present Agreement;
- The Partner will provide a progress report on their project related activity when requested by the Coordinator and will contribute to the preparation of the interim and final report;
- To inform the Coordinator promptly of any delay in the performance of the activities undertaken by the Partner under the present Agreement.

Article 4: Obligations of the Coordinator

The Coordinator undertakes to:

- Make the necessary arrangements for the preparation, execution and smooth running of the programme of work which is the subject of the present Agreement, with a view to achieving the objectives of the project as described in Annex B;
- The Coordinator undertakes to carry out his obligation as expressed in this Agreement and the EC Contract and also to make regular reports to the co-beneficiaries of his activities in so doing;
- Prepare and send requested reports (interim and final) through Mobility Tool;
- Upload all project results in VALOR;
- Provide the Partner with copies of official documents pertaining to the Project, such as the EC Contract and the various reports;
- Inform the Partner of any change made in the EC Contract.

Article 5: Contacts Between Parties, Consortium Management Board

Consortium Management Board (CMB) is formed from the primary contact persons of the institutions, lead by the Coordinator of the project. It is set up for the complete management of project tasks and for making common strategic and financial decisions. CMB is also the main forum for handling risks and conflicts. The main rules of the partnership are settled down by the application granted and by the contracts signed. Commonly accepted Time Management, Distribution, Dissemination and Evaluation Plans will provide further details about the realization of the project, role of each member in the consortium during implementation and in the follow-up phase etc. The tasks of CMB together with all common objectives are defined in details in Annex B.

Primary Contact Person of Coordinator:

Krzysztof Jan Chuchra, International Programme Project Manager
Edinburgh World Heritage Trust
5 Bakehouse Close, 146 Canongate, Edinburgh, EH8 8DD
E-mail address: krzysztofjanchuchra@ewht.org.uk
Telephone: +44 07598919579

Primary Contact Person of Partner:

Katarzyna Czerlunczakiewicz
Gmina Lublin
Pl Krola Wladyslawa Lokietka 1, 20 109 Lublin, Poland
E-mail address: katarzyna.czerlunczakiewicz@lublin.eu
Telephone: +48 81 466-26-65

Article 6: Budget, grant amount and payments

According to the EC Contract all grants of the Partner are handled in a flat rate system. Four components of the grant are the following:

Project Management and Implementation: 8,000 €

In accordance with the financial rules of Erasmus+ programme the calculation is based on a unit cost basis counting with €250 per month and a project period of 32 months.

Transnational Project Meetings: 6,120 €

Transnational Project Meetings component is calculated on a unit cost basis according to the distance of travel for each participant per meeting. The partner assumes responsibility for carrying out the following number of mobilities with the following distance bands:

No. of Meetings	No. of Participants	Distance Band	Grant Per Participant	Grant
4	8	100-1999 km	575 €	4,600 €
1	2	>= 2000 km	760 €	1,520 €

The partner is obliged to collect Participation Certificates of the meetings and continuously provide copies for the Coordinator. These papers will be used by the Coordinator as evidence towards the National Agency. In case the starting point of a mobility is different than the seat of the Partner or the place of meeting is different than the seat of the host organisation, the Partner is obliged to keep all receipts of this travel (boarding passes, tickets) and provide copies for the Coordinator to use them as evidence towards the National Agency. All mobilities without evidence as well as the unrealized ones will induce the recalculation of grant part separated for Transnational Project Meetings.

Intellectual Outputs: 23,025 €

In accordance with the financial rules of Erasmus+ programme the Intellectual Outputs component is calculated on a unit cost basis according to the number of working days spent on each intellectual

output and the grant per day value determined by the category of staff and the country of the partner institution.

Output ID	Category of Staff	No. of Working Days	Grant per Day	Grant
O1	Teachers/Trainers /Researchers	50	74 €	3,700 €
O1	Technicians	5	55 €	275 €
O2	Technicians	5	55 €	275 €
O3	Teachers/Trainers /Researchers	250	74 €	18,500 €
O3	Technicians	5	55 €	275 €

The partner is obliged to record the working days of its staff in special regard to the involved persons, staff categories and types of outputs. Partner institute is also obliged to provide copies for the Coordinator as evidences towards the National Agency.

Multiplier Events: 5,600 €

The partner is obliged to hold a multiplier event in its own country (E2). Predefined time schedule for multiplier event is described in Annex B of this Agreement. Multiplier Events component is calculated on a unit cost basis according to the country of venues and the number and origin of participants (local or foreign).

Event ID	Country of Venue	No. of Participants (local / foreign)	Grant per Participant	Grant
E4	Poland	20 (local)	100 (local)	2,000 €
E10	Poland	30 (local)	100 (local)	3,000 €
E10	Poland	3 (foreign)	200 (foreign)	600 €

The partner is obliged to record all attendances and verify the undertaken number and origin of participants. These data have to be provided towards the Coordinator as evidences towards the National Agency.

The total budget for management, implementation of the project and mobilities carried out is as follows: 42,745 €

The Coordinator commits himself to carrying out payments to the Partner according to the achievements of the tasks and mobilities in the following schedule:

Grant amount

Schedule

40%

The **first payment** will be made after the Coordinator has received the first payment from the National Agency and this agreement has been signed :

17,098 €

40%

The **second payment** will be made after the Coordinator has received the second payment from the National Agency, which is due to arrive till 30th August 2017. The payment is on receipt of completion of agreed tasks and outputs in the work programme as determined in Annex B :

17,098 €

20%

The **final payment** will be made after the approval of the Final report by the Commission. Payments will be made under the condition that the partner has delivered all work according to the work plan, submitted all required reporting and carried out all contracted mobilities:

8,549 €

All payments shall be regarded as advance payments pending explicit approval by National Agency on the final report, the corresponding cost statement and the quality of the results of the Project.

For the avoidance of doubt, any payment due to the Partner according to the schedule above will only be made after the corresponding funds have been received by the Coordinator from the National Agency.

All payments shall be made in Euro.

Article 7: Banking details

The remuneration to be paid to the Partner shall be paid into the Partner institutional account in accordance with the following banking details:

Name of Account Holder: **Gmina Lublin**
Address of Account Holder: **Pl Krola Wladyslawa Lokietka 1, 20 109 Lublin Poland**
Account Number (IBAN): **18 1240 1503 1111 0010 6690 2839**
SWIFT/BIC Code: **PKOPPLPW**
Name of the Bank: **Bank Pekao S. A. V Oddzial w Lublinie**
Address of Bank: **ul. Krolewska 1, 20-109 Lublin**

It is responsibility of the Partner to inform the Coordinator promptly of any changes to these banking details.

Article 8: Monitoring and supervision

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.

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 9: Liability

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. The Partner shall protect the 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 Agency, the Coordinator or their personnel. The coordinator shall not be required to provide insurance cover to persons participating in activities undertaken by the Partner under the present Agreement.

Article 10: Modification of the Agreement

Changes or amendments to the present Agreement shall be approved by both parties to the Agreement and become effective when signed by authorised representatives of both parties

Article 11: Termination of the Agreement

The Coordinator may terminate the contract if the Partner 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.

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

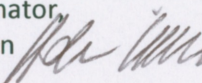
Article 12: Jurisdiction clause

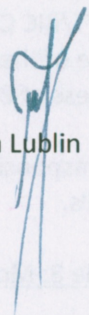
Failing amicable settlement, the Courts of the United Kingdom, shall have sole competence to rule on any dispute between the contracting parties in respect of this contract. The law applicable to this contract shall be the law of the United Kingdom.

Annex

- **Annex B: Work Programme & Time Schedule**

Done on 18.05..... 2016 in Edinburgh, United Kingdom, in two copies.

For the Coordinator,
Adam Wilkinson 
Director
Edinburgh World Heritage Trust

For the Partner,
Krzysztof Żuk 
Prezydent Miasta Lublin