**CONSORTIUM AGREEMENT**

**Project Title:**

ICT to promote cultural heritage

**Project number:** 2018-1-ES01-KA202-050246

**Funding from the European Union’s Erasmus+ And Spanish National Agency SEPIE**

**Between**

1. **ASOCIACION CAMERA DE COMERCIO E INDUSTRIA ITALIANA PARA ESPAÑA (CCIS),** PIC number 950263896, VAT number G78025905, registration number 5163, established in Calle Cristóbal Bordiu 54, 28003 Madrid, Spain, represented by Giovanni ARICÓ,

hereinafter referred to as **Coordinator. On one hand,**

**And**

1. **PLATAFORMA REPRESENTATIVA ESTATAL DE DISCAPACITADOS FISICOS ASOCIACIÓN (PREDIF),** established in Avenida Doctor Garcia Tapia 129,28030 Madrid represented by Francisco José Sardón Pelaez.

**Hereinafter referred to as Partner 2.**

1. **CAMARA DI COMMERCIO ITALIANA PER IL PORTOGALLO (CCIP),** established in Av. Miguel Bombarda 83 B, R/c Esq. 1050-162 Lisboa, represented by Marcello Menichetti.

**Hereinafter referred to as Partner 3.**

1. **UNIVERSITA' DEI SAPORI SOC.CONS. A R.L. (UDS)** established in Strada Di Montecorneo 45,06125 Perugia represented by Vasco Gargaglia.

**Hereinafter referred to as Partner 4.**

1. **THE CHOCOLATE WAY (CW)**, Largo Cacciatori Dell Alpi 42,06121, Perugia represented by Martin Stephen Christy.

**Hereinafter referred to as Partner 5.**

1. **HOLLOKO KOZSEG ONKORMANYZATA (HOLLOKO),** established in Kossuth Utca 74, 3176, Holloko, Represented by Csaba Szabó.

**Hereinafter referred to as Partner 6.**

1. **BTS - Blended Training Services Lda (BTS),** established in Av Dr Francisco de Sá Carneiro, 57A, 2780-241, Oeiras represented by Daniela Dos Santos.

**Hereinafter referred to as Partner 7. On the other hand**

Having regard to:

-Programme Erasmus+ KA202 - Strategic Partnerships for vocational education and training

-Call for Proposals of Erasmus+ KA2-Cooperation for innovation and the exchange of good practices.

* The Grant Agreement Number 2018 – 1-ES01-KA202-050246 ,and all its annexes, which has been signed between the Coordinator (by virtue of the mandates included in Annex IV for the signature of the Grant Agreement) and the Spanish National Agency **SEPIE** (“The Agency”), acting under powers delegated by the European Commission (“The Commission”).

The contracting parties have agreed as follows:

**SPECIAL CONDITIONS**

**Article 1: Subject matter of the Agreement**

This Consortium Agreement sets out the modalities of the relations among the Beneficiaries for the action entitled “ICT to Promote Cultural Heritage” (as described in Annex I) as well as the responsibilities of each Partner to ensure proper management and effective implementation of the Project, in accordance with the “Description of the action” and the rules and conditions laid down by the regulations and documents above mentioned.

Each Beneficiary undertakes the efficient implementation of the Project, cooperates, performs and fulfils, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement.

The higher education institutions beneficiaries shall comply with the Erasmus Charter of Higher Education.

**Article 2: Entry into force of the Agreement and duration of the action**

The Consortium Agreement shall enter into force on the same date on which the last part signs the agreement itself.

The Project will last 24 months and the action shall run on the 18-12-2018 (“the starting date of the action”) and shall end on the 17-12-2020, as stated in Article I.2 of the Grant Agreement.

**Article 3: Maximum amount and form of the grant**

The grant shall be of a maximum amount of EUR 229.520,00 and shall take the form of contribution per unit and of reimbursement of eligible costs in accordance with the provisions contained in Annex II and Annex III.

The beneficiary will be allowed to transfer funds between the different budget categories, resulting in a change in the estimated budget and the related activities described in Annex II, without requesting an amendment to the Agreement, as specified in clause II.13, provided that the project will be carried out in accordance with the approved project and the overall objectives

described in Annex II, and provided that the following specific standards are respected:

* + Beneficiaries may transfer up to 20% of the funds allocated to the budget categories mentioned in the art.3.3 of the Annex I.
  + The budget transfer doesn’t generate an increase of more than 20% of the amount allocated to the budget category specified in Annex II.

**Article 4: Provisions on reporting, payments and payments arrangement**

The National Agency has to transfer to the coordinator the first pre-financing payment and payment of the balance, based on the request for payment of the balance referred to in clause I.4.4. of the Annex I. With regards to the first pre- financing payment, the purpose of pre-financing is to provide treasury funds to the beneficiaries. Pre-financing remains property of the National Agency until the balance is paid. The National Agency must pay the coordinator, within 30 days after the entry into force of the Agreement, a pre-financing payment of EUR 112 corresponding to 80% of the maximum amount of the Agreement provided in clause I.3.1 of the Annex I.

The drafting of an Intermediate Report of project activities is planned. In Fact, no later than 10/31/2019, the coordinator must complete a report on the progress of the Project that covers the period from the date of the start of execution of the Project to 30/09 / 2019.

The coordinator should also draw up The Final Report of the Project within 60 days after the end date of the Project, the coordinator has to prepare the final report on the execution of the Project and, if applicable, must upload all the results of the Project on the Platform of Results of the Erasmus + Projects.

When the final report will be sent, it will be considered as the formal request by the coordinator of the payment of the balance of the grant. The report must contain the necessary information to justify the amount requested on the basis of contributions per unit in the cases set out in the annex III.

The coordinator will certify that the data provided in the request for payment of the balance are complete, reliable and true and the final report will be considered as the request by the coordinator of the payment of the balance of the grant.

The balance payment will reimburse or cover the remaining part of the eligible costs incurred by the beneficiaries for the execution of the Project.

Further details about payments arrangement are available in clause II.25 and in article 4 of the Annex I.

**Article 5: Bank account for payments**

All payments shall be made to the coordinator’s bank account, denominated in euro as indicated in the Grant Agreement Article I.5.

**Article 6: Data controller and communication details of the parties**

The entity acting as a data controller according to Article II.6 shall be the person who is representing the Agency for the purposes of the signature of the Grant Agreement.

Communication details of the Agency and the ones of the beneficiaries can be found in the Article I.6 of the Grant Agreement.

**Article 7: Protection and Security of the Participants**

The beneficiaries must establish effective procedures and mechanisms to guarantee the participants’ safety and protection in their Project and have to ensure that participants in mobility activities in other countries have insurance coverage.

**Article 8: Additional Provisions On The Utilization Of The Results, Including Intellectual And Industrial Property Rights**

Any Education materials produced within the aims of the project shall be easily accessible through their free sharing on Internet and open source.

**Article 9: Use of Digitals Tools**

The coordinator has to use the web platform “Mobility Tool +” to record all the information related to the activities carried out within the framework of the Project and to upload all the reports related to the project. Furthermore the coordinator has to present the tangible results of the Project in the Platform for Results of the Erasmus + Projects ([http://ec.europa.eu/programmes/erasmus-](http://ec.europa.eu/programmes/erasmus-plus/projects/) [plus/projects/](http://ec.europa.eu/programmes/erasmus-plus/projects/)) according to the instructions of the platform.

**Article 10: Additional Provisions Concerning Subcontracting**

Without prejudice to the provisions of clause II.11 of the annex I, the beneficiaries shall not subcontract the activities financed through the budget category "Intellectual results (or outputs)". Furthermore the provisions contained in clause II.11.1, letters c) and d) of the annex I, will not be applicable to any of the budget categories, except for the one of "Exceptional costs".

**Article 11: Specific Provisions Relating To Financial Responsibility In with regard to amounts recovery**

The financial responsibility of the beneficiaries, other than the coordinator, will be limited to the amount received by each one of them.

**Article 12: Additional Provision on the Visibility of Union Financing**

Without prejudice to the provisions of clause II.8 of the Annex I, the beneficiaries must recognize the support received under the Erasmus + program in all the communication’s and promotion’s materials, including websites and social networks. The guidelines for beneficiaries and other third

parties are available on the website [http://eacea.ec.europa.eu/about-](http://eacea.ec.europa.eu/about-eacea/visual-identity_en) [eacea/visual-identity\_en](http://eacea.ec.europa.eu/about-eacea/visual-identity_en).

**Article 13: Support to the participants**

When the execution of the Project requires that the beneficiaries grant support to the participants, this support must be granted in accordance with the conditions specified in Article 13 of the Annex I.

**Article 14: Parental/tutor Consent**

The beneficiaries must obtain the parental / Tutor consent for the minor participants prior to their participation in any mobility activity.

**Article 15: Beneficiaries of Associated Countries**

The organizations of associated countries undertake to respect the same principles as the beneficiaries of the countries of the program in regard to the Erasmus Charter of Higher Education, whenever appropriate.

**Article 16: Beneficiaries Which Are International Organizations**

In Case that there are beneficiaries with the legal status of international organizations, the National Agency, together with the Commission, will check the provisions in force for each type of organization in relation to EU funding.

**Article 17: Exceptions Specific to Annex I - General Conditions**

This article lists all the clarifications and interpretation of the article Indicated above

*More details on the above mentioned articles can be found on the attached Grant Agreement, which is divided into:*

* 1. Annex I: Special Conditions
  2. Annex II: Description of The Project Estimated budget of the action and list of co-beneficiaries
  3. Annex III: Financial and contractual rules.
  4. Annex IV: List of co-beneficiaries and mandates provided to the coordinator by the other beneficiaries.

The terms of Annex I “Special Conditions” shall take precedence over the other Annexes.

*SIGNATURE*

For the **Coordinator** For the **Partner**

Date Date

**Annexes’ Index**

1. Grant Agreement:
   * Annex I: Special Conditions
   * Annex II: Description of The Project - Estimated budget of the action and list of co-beneficiaries
   * Annex III: Financial and contractual rules.
   * Annex IV: List of Beneficiaries and Mandates provided to the coordinator by the other beneficiaries.
2. Application Form.
3. Remodulated Budget
4. List of the Tasks of Each Partner
5. Project Timetable

*These documents are confidential*