

ERASMUS+ PROGRAMME
STRATEGIC PARTNERSHIPS (KEY ACTION 2)
Purchasing Education Research Syndicate Industry 4.0 Skills Transfer (PERSIST)
AGREEMENT NUMBER 2019-1-NL01-KA203-060501

CONTRACT BETWEEN THE COORDINATOR AND OTHER BENEFICIARIES

The parties:

1. **Universiteit Twente**, established at Drienerlolaan 5, 7522 NB Enschede, The Netherlands, represented by Drs. M.A.R. Kamp, Managing Director, Faculty of Behavioural Management and Social sciences, hereinafter named "Coordinator";
2. **Technische Universität Dortmund**, established at August-Schmidt-Straße 4, 44227 Dortmund, Germany, represented by the rector Univ-Prof. Dr. Dr. Ursula Gather, hereafter named "**Partner 1**";
3. **Lappeenrantaan Lahden Teknillinen Yliopisto LUT**, established at Skinnarilankatu 34, O.O. Box 20, Postal Code 53850 Lappeenranta, Finland, represented by prof.dr.Liisa-Mija, Provost, hereinafter named "**Partner 2**";
4. **Ekonomická Univerzita V Bratislave**, established at Dolnozemska Cesta 1, 85235 Bratislava, Slovakia, represented by prof.dr.ing. Ferdinand Daňo, Rector, hereinafter named "**Partner 3**";
5. **Edge Hill University**, established at St. Helens Road, L394QP Ormskirk, United Kingdom, represented by mr. Steve Igoe, Deputy Vice-Chancellor, hereinafter named "**Partner 4**";

Partners 1 – 5 hereinafter also referred to as "Partners" and the parties hereinafter individually or together also referred to as "Party" or "Parties",

have agreed as follows:

Article 1/Subject

1. The **Coordinator** and the **Partners** commit themselves to carrying out the work programme covered by this contract. This work programme comes under Agreement, hereinafter referred to as “**Agreement**”, n° **2019-NL01-KA203-060501** concluded between the **Coordinator** and the **Dutch National Agency** (National Agency Erasmus+ Education & Training), Kortenaerkade 11. P.O. Box 29777, 2502 LT Den Haag, hereinafter referred to as “National Agency”) on 18 September 2019 on behalf of all Parties.
2. The maximum grant of the project for the contractual period referred to by the Agreement (number **2019-1-NL01-KA203-060501**), is estimated at **449.685,00 EUR**.
3. The financial contribution shall depend on the evaluation of the quality of the results pursuant to the rules laid down in the Agreement and its annexes, 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 **Purchasing Education Research Syndicate Industry 4.0 Skills Transfer (PERSIST)**, hereinafter referred to as the "Project", under the Agreement.
5. The subject matter of this contract and the related work programme are detailed in the annexes, as listed in Article 17, 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 duration of 36 months. It starts with retro-active force on 1/9/2019 and ends on 31/8/2022 at the latest.
2. This contract enters into force on the date of signature by the last of all participating parties to this contract and terminates at the moment of payment of the balance of the contract, as mentioned in Article 6.1.
3. The period of eligibility of the costs starts on 01/09/2019 and finishes on 31/08/2022 at the latest.

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.
2. to send to all other Parties a copy of the Agreement, of the Financial and Contractual Rules, of the various reports and of any other official document concerning the project;
3. be the intermediary for all communication between the Partners and the National Agency, and inform the Partners of any relevant communications exchanged with the National Agency;
4. inform the Partners of any changes connected to the Agreement;
5. be the sole recipient of payments on behalf of the Partners, transfer funds to the Partners without unjustified delay in accordance with the dispositions for payments laid down in Article 6.

Article 4/Obligations of the Partners

The **Partners** 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.
2. to comply with all the provisions of the Agreement and its annexes, with all the provisions of this contract, as well with any applicable EU and national legislation.
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 provide the **Coordinator** with a qualitative and quantitative interim report relating to the Project period 01/09/2019 to 31/08/2020 by 14/09/2020;
6. if required, to provide an additional quantitative interim report, providing at least 70 % of the first advance payment has been used to cover costs, and
7. to provide a final report which covers the whole project implementation as far as 31/08/2022, in English and in electronic form by 30/09/2022;
8. on request, to provide the requisite original documents, especially accounts and tax documents, must be provided to the **National Agency** for checking.

Article 5/Financing

The maximum Erasmus+ grant contribution to the Project for the contractual period by the Agreement amounts to EUR 449.685,00 and shall take the form as stipulated in Annex A of this contract.

Article 6/Payment Arrangements

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

1st payment: An initial advance to the value of 40 % of the budget estimated for the **Partners** at the ECB daily exchange rate for 09/10/2019, within 30 days of the conclusion of this contract.

2nd payment: A second advance to the value of 40 % of the budget estimated for the **Partner** at the ECB daily exchange rate for 09/10/2019 upon receipt of claim forms with supporting documentation and agreed outcomes for the work programme. Thereafter the 2nd payment will not be made, unless it is shown, that at least 70 % of the first advance payment was used to cover costs. The **Coordinator** reserves the right to withhold this second advance if the concerned **Partner's** report to the **Coordinator** is submitted after the deadline mentioned in article 8 of this contract.

3rd and final payment: A third advance to the value of 20 % of the budget estimated for the **Partner** at the ECB daily exchange rate on 09/10/2019 shall be paid once a **Partner's** contractual agreements have been fully met, all the necessary supporting documentation has been received and the **National Agency** has approved the final report. The **Coordinator**

reserves the right to withhold the balance and demand a refund of the amounts already paid if the report is presented after the deadline mentioned in article 8 of this contract.

All payments by the **Coordinator** to the **Partner** are conditional on the **National Agency** first making the relevant payment to the **Coordinator**.

2. All payments shall be regarded as advances pending explicit approval by the **National Agency** of the final report including approval of the eligibility of the costs, the corresponding cost statement and the quality of the results of the Project.

Article 7/Bank account

Bank account of the Coordinator:

Payee: **Universiteit Twente**
Name of bank: **ABN AMRO Bank N.V.**
IBAN: **NL24ABNA0590987178**
SWIFT/BIC: **ABNANL2A**
Intended use: **BMS/TMS 81925302**

Article 8/Reporting

1. The **Partners** shall provide the **Coordinator** with any information and document required for the preparation of the first interim report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 14.09.2020 at the latest. For the month of August 2020, a quantitative report based on the number of person days is adequate if no comprehensive calculation is available for administrative reasons.
2. The **Partners** shall provide the **Coordinator** with any information and document required for the preparation of the second interim report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 14.09.2021 at the latest. For the month of August 2021, a quantitative report based on the number of person days is adequate if no comprehensive calculation is available for administrative reasons.
3. The **Partners** 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 by 30.09.2022 at the latest.
4. The **Partners** accept and comply with all formal requirements relating to the content of the reports as laid down in the Agreement and its annexes, especially regarding the several type of fundable costs as described in part II of the Agreement - General Terms - chapter B - Financial terms - number II.16.2.5 and its Annex III - Financial and Contractual Rules, chapter III. The **Partners** will use the **Coordinator's** templates when supplied with.

Article 9/Confidentiality

The Parties hereof agree that the content and information that they provide are in line with the Project and that information marked as confidential may only be published with the written

consent or consent via email of the Party originally disclosing it. By cooperating on the documents destined for publication in the channels defined in the Project, the Parties also give their consent for publication to the extent necessary of the definitions of the Project.

Article 10/Monitoring and supervision

1. The **Partners** shall provide without delay the **Coordinator** with any information that the latter may request from them concerning the carrying out of the work programme covered by this contract.
2. The **Partners** 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.
3. The obligations described in Article II.20 (checks and audits) of the Agreement apply to the **Coordinator** and **Partners**.

Article 11/Liability

1. In respect of any information or materials supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties. However, if such third third-party rights come to the attention of Party it will inform the other Parties.
Therefore,
 - the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
 - no Party granting any use of such information or materials shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) using such information or materials.
2. No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by a breach of confidentiality.
3. For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's budget of the Project provided such damage was not caused by a wilful act or gross negligence.
4. The terms of this Agreement shall not be construed to amend or limit any Party's statutory liability.
5. Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Agreement or from its use of Project results obtained from the other Parties.

Article 12/ IP Rights

1. The Parties grant each other rights to use research findings and results occurring from conducting the funded Project for the purpose and duration of conducting the Project, as far as the respective Party that owns these rights is legally capable to grant them. Such rights shall be non-exclusive, non-transferable, non-sublicensable and royalty-free for the purpose of carrying out the Project and for the sole duration of the Project (but not for other purposes).
2. Any exceeding usage, especially but not conclusively the usage of research findings and results occurring from conducting the project beyond and after conducting the project,

has to be regulated between the respective Parties in a separate agreement. The same applies to common research findings and results occurring from conducting the project.

Article 13/Data protection

The Parties shall ensure compliance with the applicable national data protection regulations and laws. Section II.6.2 of the General Terms of the Agreement shall also apply.

Article 14/Termination of the contract

1. The **Coordinator** may terminate the contract towards a Party only for cause, e.g. if such Party has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to force majeure. Such termination shall take effect if and as soon as notification of the Party concerned by registered letter has remained without effect for one month.
2. The **Partners** shall immediately notify the **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 15/Jurisdiction clause

1. Failing amicable settlement, the Court of Almelo, The Netherlands, shall have sole competence to rule on any dispute between the Parties in respect of this Agreement.
2. The law applicable to this Agreement shall be the laws of The Netherlands.
3. If any provision of this Agreement should be wholly or partly ineffective, the Parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

Article 16/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 their legal representative.

Article 17/Integral parts

The annex set out below shall form integral parts of this contract

- Annex A: Detailed budget relating to the activities of the Parties
- Annex B: Project Description
- Annex C: Agreement (number 2019-1-NL01-KA203-060501)
- Annex D: mandate letters

Article 18/ Communication details

Any communication between the Parties shall be sent to:

Reference persons for the Coordinator:

Technical reference person: Prof. Dr. H. Schiele
Department Technology Management and Supply
Email : h.schiele@utwente.nl
Tel. : +31-53-489 5615

Administrative reference person: H.M. van Ooijen
Financial Affairs BMS
Universiteit Twente
P.O. Box 217 7500
AE Enschede The
Netherlands
email : h.m.vanooijen@utwente.nl
Tel.: +31-53-489 3512

Reference persons for Partner 1:

Technical reference person: Diplom-Logistikerin Natalia Straub
Leonhard-Euler-Straße 5
D-44227 Dortmund
straub@lfo.tu-dortmund.de
+49-231-755-5773 (phone)
+49-231-755-5772 (fax)

Administrative reference person: Andrea Bartkowski

Technische Universität Dortmund
August-Schmidt-Straße 4
44227 Dortmund
andrea.bartkowski@tu-dortmund.de
+49-231-755-2672 (phone)

Reference persons for Partner 2:

Technical reference person: Prof. Jukka Hallikas
LUT School of Business Management
email : jukka.hallikas@lut.fi
Tel. : +358 40 550 7499

Administrative reference person: Project Coordinator Riitta Nylund
LUT University Services
email : riitta.nylund@lut.fi
Tel. : +358 50 322 3267

Reference persons for Partner 3

Technical reference person: Slavomíra Stašková
Email : slavomira.staskova@euke.sk
Tel. : +421 55 722 3251

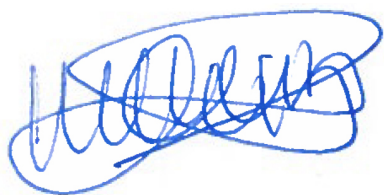
Administrative reference person: Michal Tkáč
Email : michal.tkac1@euke.sk
Tel. : +421 905 99 15 66

Reference persons for Partner 4

Technical reference person: Dr Stephen Kelly
Senior Lecturer
Business School
Edge Hill University
St Helens Road
Ormskirk
Lancashire UK L39 4QP
e-mail : Stephen.Kelly@edgehill.ac.uk
Tel: +44 (0)1695656338

Administrative reference person: Kate Arnold
Head of Student and Administrative Support
International Office
Edge Hill University
St Helens Road
Ormskirk
Lancashire UK L39 4QP
e-mail: Arnoldk@edgehill.ac.uk

Enschede, ...June 24th,..... 2020,
University of Twente, represented by



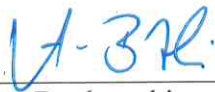
Drs. M.A.R. Kamp Management
Managing director Faculty of Behavioural, Mathematics and Social Sciences

Dortmund, 22.06.2020 2020

Technische Universität Dortmund

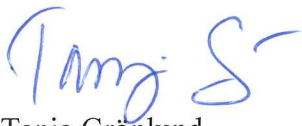
For the rector

On behalf of the chancellor



Andrea Bartkowski
Deputy Budget Director

Lappeenranta, May 20, 2020
Lappeenranta-Lahden teknillinen yliopisto LUT,
represented by



Tanja Grönlund,
Director of Research Services

Bratislava,19.5..... 2020
Ekonomická univerzita v Bratislave
represented by



prof. Dipl. Ing. Ferdinand Daňo, Ph. D.
Rector



Ormskirk, *27th May*..... 2020
Edge Hill University, represented by



Steve Igoe,
Deputy Vice-Chancellor

Annex A Detailed budget relating to the activities of the Partners

Annex B: Project Description

Annex C: Agreement (number 2019-1-NL01-KA203-060501)

Annex D: mandate letters