



Reggio Emilia
città
delle persone

Consortium Agreement for the Project **101074099**

Peer-exchanges on sustainable business models for stronger social economy ecosystems

Project acronym:
BEYOND CRISIS

Type of funding scheme:

Call: SMP-COSME-2021-RESILIENCE
Topic: SMP-COSME-2021-RESILIENCE-SEM
Type of action: SMP Grants for Financial Support

Definitions and Abbreviations

For the purpose of this agreement, the following words and abbreviations shall have the following meanings:

Agreement means the project partnership agreement

Application Form means the application form as set out in annex I of this contract together with any amendments to the application form which are approved by the programme authorities.

Lead Partner means: lead beneficiary

Programme means the Single Market Programme (SMP COSME)

Programme Authorities means the managing authority, European Innovation Council and SMEs Executive Agency - EISMEA

Programme Manual means the latest published version of the programme manual

Project Partners or Parties or Consortium means the project partners named in the application form, including the lead partner

Subsidy means the maximum co-financing allocated to the project in accordance with the application form

Article 1

Parties to the agreement

The parties to this agreement are the lead partner and the project partners as listed in the latest approved version of the application form.

The parties agreed to establish their commitments, both reciprocal and towards the Programme Authority, as stated in the present document.

Article 2

Subject of the agreement

Subject of this agreement is the organisation of a partnership in order to implement the project **BEYOND CRISIS - Peer-exchanges on sustainable business models for stronger social economy ecosystems** as indicated in Annex 1 – Grant Agreement (latest version as uploaded on the Participant Portal, which shall form an integral part of the present Agreement).

Article 3

Duration of the agreement

The agreement will enter into force on the date on which it is signed. It will remain in force until complete fulfilment of the lead partner and partners' obligations under this project partnership agreement and the subsidy contract.

The validity of this Agreement shall automatically cease in the event of *force majeure*.

This Agreement may be reviewed by mutual agreement whenever the Parties need it.

Article 4

Rights and obligations of the parties

4.1 General principles

The parties undertake to carry out the project as described in Annex 1 Grant Agreement – latest version as uploaded on the Participant Portal, which shall form an integral part of the present Agreement).

The parties shall also comply with the provisions of the Programme Manual, as well as all legal obligations under European Union, international and national law.

In particular, each party is committed to participate in efficient implementation of the project, to cooperate, implement and fulfil commitments in accordance with scheduled times.

The parties have an obligation to promote the project and its results and, in particular, to ensure that any communication activities related to the Project and financed by the subsidy show the EU symbol and include the appropriate releases/text on financing.

The parties are committed to process personal data within the framework of the Project, according to European and national law about data protection.

4.2 Involvement of third parties

Partner entering into a subcontracting contract or involving (in accordance with the procedures provided by the funding institution) third parties to the Project, remain responsible for the execution of its activities as foreseen by the Project, and compliance by those third parties with the provisions of this Agreement and the Grant Agreement.

4.3 Lead partner obligations

The Municipality of Reggio Emilia, as Lead partner of the project, will be legally responsible for compliance with the rules established by the Programme Authority for the management of the project, its implementation and its financial reporting. In particular, it is committed to:

- Managing institutional, administrative and legal relations and communication with the Programme Authority;
- Preparing and delivering technical and financial reports to the Programme Authority, collaborating with project partners;
- Ensuring compliance with the administrative rules of the Programme, supervising the administrative management of the project by the partners;
- Transferring funds to partners according to the project budget;
- Ensuring that the information included in the Commission's "Funding and Tenders Portal" will be always updated and complete

4.4 Project partner obligations

Project partners:

- Municipality of Reggio Emilia (IT),
- E35 Fondazione per la progettazione Internazionale (IT),
- Union de Cooperativas de trabajo asociado de la Region de Murcia (ES),
- Asociacion Empresarial de Sociedades Laborales y Participadas de la Region de Murcia (ES),
- Dimos Kassandra (GR),
- Syndesmos Epicherimation Gynaikon Elladas (GR),
- Agencia de desarrollo local y empleo (ES)

undertake to:

- Ensure proper implementation of the activities under their responsibility, including management, supervision and monitoring of activities and related expenditures;
- Prepare the technical and financial reports required by the financing body as far as their responsibility is concerned, in compliance with the rules established by the Programme Authority;
- Provide timely information requested by the Lead Partner for the performance of its tasks, including information for the technical and financial report to be sent to the Programme Authority;
- Ensure that the information included in the Commission's "Funding and Tenders Portal" will be always updated and complete.

4.5 Breach

In the event that the Lead Partner identifies default by a project partner, to the obligations foreseen in the present Agreement and in the Grant Agreement, not due to force majeure, there will be an interlocution between the Lead Partner and the Partner in order to identify appropriate measures to address identified concerns.

If, as a result of this interlocution, the failure to fulfil obligations is not resolved, the Lead partner will send a formal communication requesting the partner to fulfil the obligations within a fixed term.

In the event that the partner does not comply within the required time, the Lead Partner may declare the partner formally in default by communicating the relevant measures, which may include postponement of transfer of funds or cessation of the partner from the project consortium.

Article 5

Responsibilities

5.1 Lead Partner responsibilities

The lead Partner guarantees the following tasks:

- Chairs and coordinates the entire partnership and chairs the decision-making process;
- Coordinates and monitors the implementation of the entire project;
- Acts as an intermediary between the Partners and the Programme Authority;
- Administers the financial contribution of the financing institution and divides it among the partners;
- Carries out the local and transnational activities envisaged by the project.

5.2 Partner responsibilities

Project partners will:

- Participate actively to project management and internal communication;
- Inform without delay the Lead partner about any difficulty, delay, problem which may affect its participation in the project;

- Ask for Lead Partner approval before proceeding with any change in activities, deadlines, budget etc.;
- Realise all local and transnational activities as foreseen in the project proposal (Annex 1);
- Send promptly all requested reports.

Article 6

Financial commitments, payment schedule and budget changes

6.1 Financial commitments

The project partners, in order to implement the activities under their responsibility, undertake to: manage their part of the financial contribution according to the Programme rules as set in the Programme Manual and in the Grant Agreement.

6.2 Payment schedule

Calendar of payments

The Lead Partner undertakes to transfer the share of funding allocated to each project partner as follows:

Pre-financing:

- 1 tranche: 40% of the EU contribution, by 30 September 2022
- 2 tranche: 30% of the EU contribution, by 30 June 2023, upon internal approval of monitoring report and only if the partner has spent at least 70% of the first pre-financing amount. Otherwise, the second pre-financing is transferred after a spending level of at least 70% of the first pre-financing has been reached.
- Final balance: 30% of the EU contribution, within 30 working days of receipt of payment of the balance by the financing institution.

PARTNER	TOTAL BUDGET	EU GRANT	PREFINANCEMENT (70%)	FINAL BALANCE (30%)
CRE	€ 37.015,58	€ 33.314,02	€ 23.319,82 40%? 30%?	€9.994,21
E35	€ 46.572,82	€ 42.915,53	€ 30.040,87	€ 12.874,66
UCOMUR	€ 24.193,77	€ 21.774,39	€ 15.242,07	€ 6.532,32
AMUSAL	€ 12.864,61	€ 11.578,14	€ 8.104,70	€ 3.473,44
ADLE	€ 35.962,69	€ 33.566,42	€ 23.496, 49	€ 10.069,93

SEGE	€ 35.952,00	€ 33.556,80	€ 23.489,76	€ 10.067,04
KASSANDRA	€ 24.176,65	€ 21.758,98	€15.231,29	€ 6.527,69
TOTAL	€ 216.738,12	€ 198.464,28	€ 138.925,00	€ 59.539,28

Calendar for narrative and financial reporting

Deadline	Type	Period of reference	Requested reports
30 May 2023	Internal monitoring report	1° May 2022 – 30 April 2023	<ul style="list-style-type: none"> ✓ Narrative report ✓ Financial report (list of expenditure)
30 May 2024	Final report	1° May 2023 – 30 April 2024	<ul style="list-style-type: none"> ✓ Narrative report ✓ Financial report (list of expenditure + documents for expenses and payments)

The scheduled deadlines and amounts could be modified according to any changes in the project and the LP will communicate them to the project partners without delay.

6.3 Financial consequences of termination of a Partner's participation

In case of termination of the partner's participation in the project (for withdrawal or default) the partner will be required to send the financial report and expenditure documentation relating to the period of participation in the project.

As a result of the evaluation of the amount spent and the consistency with the activities carried out, the Lead Partner will recognize to the partner the expenditures realized and estimated congruent until the moment of the withdrawal.

If pre-financing exceeds expenditures carried out at the time of removal, the partner will be required to reimburse the part of pre-financing not spent, or not recognized.

Article 7

WORK PACKAGES

Work Package 1: Project management and coordination (M1-M24)		
PARTICIPANT	ROLE	MAIN TASKS
Municipality of Reggio Emilia (MRE)	Lead Beneficiary	T1.1 Project management T1.2 Proper project coordination T1.3 Financial management
E35	Beneficiary	T1.1 Project management T1.2 Proper project coordination T1.3 Financial management
ADLE	Beneficiary	T1.1 Project management T1.2 Proper project coordination T1.3 Financial management
UCOMUR	Beneficiary	T1.1 Project management T1.2 Proper project coordination T1.3 Financial management
AMUSAL	Beneficiary	T1.1 Project management T1.2 Proper project coordination T1.3 Financial management
KASSANDRA	Beneficiary	T1.1 Project management T1.2 Proper project coordination T1.3 Financial management
SEGE	Beneficiary	T1.1 Project management T1.2 Proper project coordination T1.3 Financial management
Deliverable 1.1 Consortium Agreement – MRE – M2		
Work Package 2: Pathways for Social Economy SMEs engagement: Social Economy Community Hubs (M1–M16)		
Municipality of Reggio Emilia (MRE)	Beneficiary	T2.1 Analysis of scenario of Social Economy T2.2 International workshop path on innovative business models of social Economy T2.3 Local transfer workshops
E35	Beneficiary	T2.1 Analysis of scenario of Social Economy T2.2 International workshop path on innovative business models of social Economy T2.3 Local transfer workshops
ADLE	Beneficiary	T2.1 Analysis of scenario of Social Economy T2.2 International workshop path on innovative business models of social Economy T2.3 Local transfer workshops
UCOMUR	Lead Beneficiary	T2.1 Analysis of scenario of Social Economy T2.2 International workshop path on innovative business models of social Economy T2.3 Local transfer workshops
AMUSAL	Beneficiary	T2.1 Analysis of scenario of Social Economy

		T2.2 International workshop path on innovative business models of social Economy T2.3 Local transfer workshops
KASSANDRA	Beneficiary	T2.1 Analysis of scenario of Social Economy T2.2 International workshop path on innovative business models of social Economy T2.3 Local transfer workshops
SEGE	Beneficiary	T2.1 Analysis of scenario of Social Economy T2.2 International workshop path on innovative business models of social Economy T2.3 Local transfer workshops
Deliverable 2.1 Local knowledge transfer workshop – E35 – M15		
Work Package 3: Transnational Social Economy missions (M13-M20)		
Municipality of Reggio Emilia (MRE)	Beneficiary	T3.1 Guidelines for involving and engaging local participants T3.2 Matchmaking online exchanges T3.3 Peer workshops and exchanges
E35	Lead Beneficiary	T3.1 Guidelines for involving and engaging local participants T3.2 Matchmaking online exchanges T3.3 Peer workshops and exchanges
ADLE	Beneficiary	T3.1 Guidelines for involving and engaging local participants T3.2 Matchmaking online exchanges T3.3 Peer workshops and exchanges
UCOMUR	Beneficiary	T3.1 Guidelines for involving and engaging local participants T3.2 Matchmaking online exchanges T3.3 Peer workshops and exchanges
AMUSAL	Beneficiary	T3.1 Guidelines for involving and engaging local participants T3.2 Matchmaking online exchanges T3.3 Peer workshops and exchanges
KASSANDRA	Beneficiary	T3.1 Guidelines for involving and engaging local participants T3.2 Matchmaking online exchanges T3.3 Peer workshops and exchanges
SEGE	Beneficiary	T3.1 Guidelines for involving and engaging local participants T3.2 Matchmaking online exchanges T3.3 Peer workshops and exchanges
Deliverable 3.1 International social economy missions – E35 – M20		
Work Package 4: Elaboration of Social Economy Local Action Plans for community resilience		

(M11-M24)		
Municipality of Reggio Emilia (MRE)	Beneficiary	T4.1 Local workshops for designing Local Actions plans T4.2 Local Thematic Action Plans
E35	Beneficiary	T4.1 Local workshops for designing Local Actions plans T4.2 Local Thematic Action Plans
ADLE	Lead Beneficiary	T4.1 Local workshops for designing Local Actions plans T4.2 Local Thematic Action Plans
UCOMUR	Beneficiary	T4.1 Local workshops for designing Local Actions plans T4.2 Local Thematic Action Plans
AMUSAL	Beneficiary	T4.1 Local workshops for designing Local Actions plans T4.2 Local Thematic Action Plans
KASSANDRA	Beneficiary	T4.1 Local workshops for designing Local Actions plans T4.2 Local Thematic Action Plans
SEGE	Beneficiary	T4.1 Local workshops for designing Local Actions plans T4.2 Local Thematic Action Plans
Deliverable 4.1 Local Thematic Action Plans – ADLE – M24		
Work Package 5: Recommendations and replicability guidelines (M17-M24)		
Municipality of Reggio Emilia (MRE)	Beneficiary	T5.1 Online workshop to collect lessons learnt and joint policy recommendations for other territories T5.2 Recommendations for replicability
E35	Beneficiary	T5.1 Online workshop to collect lessons learnt and joint policy recommendations for other territories T5.2 Recommendations for replicability
ADLE	Beneficiary	T5.1 Online workshop to collect lessons learnt and joint policy recommendations for other territories T5.2 Recommendations for replicability
UCOMUR	Beneficiary	T5.1 Online workshop to collect lessons learnt and joint policy recommendations for other territories T5.2 Recommendations for replicability
AMUSAL	Beneficiary	T5.1 Online workshop to collect lessons learnt and joint policy recommendations for other territories T5.2 Recommendations for replicability
KASSANDRA	Lead Beneficiary	T5.1 Online workshop to collect lessons learnt and joint policy recommendations for other territories T5.2 Recommendations for replicability
SEGE	Beneficiary	T5.1 Online workshop to collect lessons learnt and joint policy recommendations for other territories T5.2 Recommendations for replicability
Deliverable 5.1 Recommendation Guide – KASSANDRA – M24		
Work Package 6: Communication, Dissemination and Exploitation (M1-M24)		

Municipality of Reggio Emilia (MRE)	Beneficiary	T6.1 General Communication & Dissemination T6.2 Communication and awareness raising campaign
E35	Beneficiary	T6.1 General Communication & Dissemination T6.2 Communication and awareness raising campaign
ADLE	Beneficiary	T6.1 General Communication & Dissemination T6.2 Communication and awareness raising campaign
UCOMUR	Beneficiary	T6.1 General Communication & Dissemination T6.2 Communication and awareness raising campaign
AMUSAL	Beneficiary	T6.1 General Communication & Dissemination T6.2 Communication and awareness raising campaign
KASSANDRA	Beneficiary	T6.1 General Communication & Dissemination T6.2 Communication and awareness raising campaign
SEGE	Lead Beneficiary	T6.1 General Communication & Dissemination T6.2 Communication and awareness raising campaign
Deliverable 6.1 Communication and dissemination plan – SEGE – M6 Deliverable 6.2 Newsletter – SEGE – M4,M8,M12,M16,M20,M24 Deliverable 6.3 Final Video – SEGE – M24		

Article 8

Communication and dissemination

The partners are committed to display the EU emblem and the support of the European Union, along with the disclaimer, in any communication activity related to the action and any infrastructure, equipment or major result funded by the grant:

1. Display the European flag (emblem) and funding statement (translated into local languages, where appropriate). When displayed in association with another logo, the EU emblem must have appropriate prominence. For the purposes of their obligations under this Article, the beneficiaries may use the EU emblem without first obtaining approval from the Agency. Funding statement: Co-funded by the European Union
2. Disclaimer to be used:

“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or EISMEA. Neither the European Union nor the granting authority can be held responsible for them”.

Article 9

Monitoring and controls

The Programme Authority has the right to control and verify how the consortium is working on the project, during project life or within the following 5 years.

The Partner is therefore required to make available all accounting, administrative documents.

In addition, the partner is aware that the results of controls, audits, may lead to the identification of ineligible costs and to a reduction in funding.

Article 10

Communication with Programme Authority and access to the Portal

The Lead Partner manages communications with the Programme Authority.

The lead partner and each partner guarantee the correct use of the "Funding and Tender Portal" as requested to manage the Project.

Article 11

Working language

The working language of this Partnership shall be English.

The English version of the partnership agreement is the binding one.

Article 12

Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

In case no agreement can be reached, Italian law will be applied, at the Court of Reggio Emilia.

Signatures

The Parties commit to accept and duly sign this Consortium Agreement by the authorised representatives.

1. COMUNE DI REGGIO EMILIA (CRE), Italy

Name/s and surname:

Role:

Date:

Signature/s

2. E35 FONDAZIONE PER LA PROGETTAZIONE INTERNAZIONALE (E35),

Italy

Name/s and surname:

Role:

Date:

Signature/s

3. UNION DE COOPERATIVAS DE TRABAJO ASOCIADO DE LA REGION DE MURCIA (UCOMUR), Spain

Name/s and surname:

Role:

Date:

Signature/s

**4. ASOCIACION EMPRESARIAL DE SOCIEDADES LABORALES Y PARTICIPADAS
DE LA REGION DE MURCIA (AMUSAL), Spain**

Name/s and surname:

Role:

Date:

Signature/s

5. DIMOS KASSANDRAS (KASSANDRA), Greece

Name/s and surname:

Role:

Date:

Signature/s

6. SYNDESMOS EPICHERIMATION GYNAIKON ELLADAS (SEGE), Greece

Name/s and surname:

Role:

Date:

Signature/s

7. AGENCIA DE DESARROLLO LOCAL Y EMPLEO (ADLE), Spain

Name/s and surname:

Role:

Date:

Signature/s