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MEMORANDUM OF UNDERSTANDING [MOU]

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MEMORANDUM OF UNDERSTANDING  
ERASMUS+ (E+/KA2/SP/VET)  
CLAVET: COOPERATION LOCAL AUTHORITIES FOR VOCATIONAL AND EDUCATIONAL TRAINING  
2014-1-ES01-KA202-004469

This contract, drawn up under the Community programme ERASMUS+, shall govern relations between:

**University of Malaga (UMA), ES (Contractor)**  
established in Avda. Cervantes, 2 29071 Malaga ES - Spain  
represented by Dr. Pedro FARIAS-BATLLE Vice-Chancellor for Communication and International Affairs

on the one part, and

**Comune di Reggio Emilia, IT (Partner)**  
established in Piazza Prampolini n. 1 42121 Reggio Emilia IT - Italy  
represented by Mrs. Nicoletta LEVI Director - Unit Manager

on the other hand,

WHICH HAVE AGREED to the following terms and conditions, including those in the annexes which form an integral part of this Memorandum of Understanding [MoU] (hereafter "MoU").

TERMS AND CONDITIONS [TC]

Article 01 - Subject

- 01.01 Having regard to the provisions of the European Parliament and the Council establishing "ERASMUS+", the union programme for education, training, youth and sport and repealing decision No. 1719/2006/EC, No. 1720/2006/EC, No. 1298/2008/EC, the Contractor and the Partner commit themselves to carrying out the work programme covered by this MoU.  
This MoU comes under the **Grant Agreement** nr. 2014-1-ES01-KA202-004469 (hereafter, "Grant Agreement" or "GA") concluded between the Contractor and the Spanish National Agency (Servicio Español para la Internacionalización de la Educación - SEPIE) (hereafter, "Agency"), governing the "CLAVET: Cooperation Local Authorities for Vocational and Educational Training" Project (hereafter, "Project"). The Annexes to the Grant Agreement are an integral part of the Grant Agreement. Hereafter, any reference to the "Grant Agreement" must be understood as to the **Grant Agreement** and its **Annexes** combined.
- 01.02 The **total cost** of the Project for the contractual period referred to by the Grant Agreement, all financing combined, is estimated at **206,708.00 EUR** (including all taxes and duties).
- 01.03 The **maximum ERASMUS+ financial contribution** to cover expenditure incurred by the members of the **Partnership** (i.e. the Contractor and all Partners) participating in the Project shall be **206,708.00 EUR**.
- 01.04 The **final ERASMUS+ financial contribution** shall depend on the **evaluation of the quality** of the results of the Project, pursuant to the rules laid down at Community level, particularly in the "Erasmus+ Programme Guide", and the "Grant Agreement", but shall, under no circumstances, give rise to a profit.
- 01.05 This MoU shall regulate **relations** between the parties, and their respective **rights** and **obligations** with regard to their participation in the Project, under the Grant Agreement.
- 01.06 The **subject matter** of this MoU is detailed in the approved Project Application, which form an integral part of this contract and



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that each party declares to have read, understood, and approved.

#### Article 02 - Entry into force and duration

- 02.01 The Project shall begin on **01/09/2014** and shall end on **31/08/2016**.
- 02.02 The duration of the Project is **24** months.
- 02.03 This MoU shall come into force after its signature by the Contractor and the Partner but shall have a retroactive effect from **01/09/2014**.
- 02.04 This MoU shall be **valid** during the entire period of time in which the Project is subject to checks, controls and/or audits by the Agency, the EACEA, the EC, the OLAF, and/or any other authorised Delegated Body (i.e. up to **5 YEARS AFTER THE PAYMENT OF THE BALANCE** is made by the Agency to the Contractor).
- 02.05 This MoU shall **terminate** on the last date in which the Project is subject to checks, controls and/or audits by the Agency, the EACEA, the EC, the OLAF, and/or any other authorised Delegated Body.

#### Article 03 - Modifications

- 03.01 This MoU may be **modifiable** by mutual agreement between the Contractor and the Partner.
- 03.02 Any **amendment** to this MoU shall be done in written (in the form of an Annex) and shall be signed by the Legal Representative (or delegated Authority) of each party (Contractor and Partner).
- 03.03 Any **amendment** to this MoU subject to prior approval by the Agency (as established by the Erasmus+ regulation) shall be approved by the Agency before it takes effect.

#### Article 04 - Obligations of the Contractor

The **Contractor** shall undertake:

- 04.01 To take all the steps necessary to prepare for, perform and manage in a **correct, high-quality, prompt and efficient** manner the **work programme** set out in this MoU and in its annexes in accordance with the objectives of the Project as set out in the approved Project Application, and the Grant Agreement;
- 04.02 To read, understand and comply with the terms and conditions set out in **Erasmus+ Programme Guide** affecting this Project;  
To read, understand and comply with the terms and conditions set out in the **Grant Agreement**;  
To read, understand and comply with the terms and conditions set out in the approved **Project Application**;  
To read, understand and comply with the terms and conditions set out in the **Kick-Off Meeting Minutes** (and its **Annexes**).  
To read, understand and comply with the terms and conditions set out in the **Minutes of all Project Meetings** (and its **Annexes**).
- 04.03 To send to the Partner a copy of the **Grant Agreement**, the **Memorandum of Understanding** (including its **Annexes**, and all **Amendments**, if any), all **Project Reports** and of any other applicable documents concerning the Project;
- 04.04 To notify and provide the Partner with any **Amendment** made to the Grant Agreement and/or to this MoU.
- 04.05 To ensure the attribution of the **intellectual property rights** and associated obligations are retained by the Contractor (as regards external parties) as set out in Grant Agreement. Internal attribution of the **intellectual property rights** (within the Consortium), if applicable, shall be negotiated and agreed between the Contractor and the Partner, and may be subject to an Amendment to this MoU.

#### Article 05 - Obligations of the Partner

The **Partner** shall undertake:

- 05.01 To take all the steps necessary to prepare for, perform and manage in a **correct, high-quality, prompt and efficient** manner the **work programme** set out in this MoU and in its annexes in accordance with the objectives of the Project as set out in the approved Project Application, and the Grant Agreement;
- 05.02 To read, understand and comply with the terms and conditions set out in **Erasmus+ Programme Guide** affecting this Project;  
To read, understand and comply with the terms and conditions set out in the **Grant Agreement**;  
To read, understand and comply with the terms and conditions set out in the approved **Project Application**;  
To read, understand and comply with the terms and conditions set out in the **Kick-Off Meeting Minutes** (and its **Annexes**).  
To read, understand and comply with the terms and conditions set out in the **Minutes of all Project Meetings** (and its **Annexes**).  
To consult with the **Contractor** any **doubt/s** concerning the **interpretation** of the **terms, conditions and documents** governing

the Project, without making own **assumptions** in case of doubt/s, and **taking full responsibility** for any assumption made which may be contrary to the **terms, conditions and documents** governing the Project.

- 05.03 To communicate promptly (within the established deadlines, and without causing delay) to the Contractor any **information and/or document** required by the latter that is necessary for the correct and smooth running and management of the Project;
- 05.04 To **accept full responsibility** for any information and/or documents communicated to the Contractor, including details of **costs claimed** and, where appropriate, **ineligible expenses**. In the event of ineligible expenses incurred by the Partner (e.g. because of the nature of the expense, because the expense is not duly justified with required supporting documents, etc.) the Partner accepts full responsibility for any **funds recovery** requested by the Contractor, the Agency, the EACEA, the EC, the OLAF, and/or any other authorised Delegated Body, including (but not limited to) those that may arise in the context of **checks, controls and/or audits**, accepting the **reimbursement** of the required ineligible amount/s from **its own financial sources** (others than those allocated to the Partner in the context of the Project);
- 05.05 To comply with the provisions relating to the **role, rights and obligations** of the two parties, including those concerning the attribution of the **intellectual property rights**.

#### Article 06 - Financing

- 06.01 The **total expenditure** to be committed by the Partner for the period covered by this MoU is estimated at **27,150.00 EUR** (including all taxes and duties).
- 06.02 The **ERASMUS+ contribution** for the Partner shall be a **maximum** amount of **27,150.00 EUR**.
- 06.03 The **ERASMUS+ contribution** to the Partner shall take into consideration the actual **degree and quality of implementation** of the expected activities and subsequent contribution to the production of the expected **Project Outputs (Outcomes, Deliverables)**.

#### Article 07 - Co-financing

- 07.01 All further costs incurred by the Partner in performing contract obligations subject of this MoU which are not covered by project funding shall be considered as **Partner's own financial contribution** to the Project, without those being eligible for reimbursement by the Project and/or the Contractor, and/or the Agency.

#### Article 08 - Payments

- 08.01 The **Contractor** shall carry out **payments** to the **Partner**, deducting any expenditure incurred by the **Contractor** on behalf of the **Partner**, if any (if so, this shall be agreed between the **Contractor** and the **Partner**), with the purpose of **covering expenses incurred by the Partner directly related to the implementation of the Project** subject matter of this MoU, according to the **degree of achievement of the tasks assigned to the Partner and the quality of the results provided by the Partner**, according to the following schedule:

**1st payment: up to 20%**, upon **signing of this MoU** and depending on the relevant **contribution/s** and **tasks** being met by the **Partner**.

**2nd payment: up to 40%**, upon completion of the agreed **tasks/outputs**, submission of the required **supporting documents** and depending on the relevant **contribution/s** with the **Interim Report [IR]** being met by the **Partner**.

**Final payment: up to 40%**, upon completion of the agreed **tasks/outputs**, submission of the required **supporting documents** and depending on the relevant **contribution/s** with the **Final Report [IR]** being met by the **Partner** [\*].

Note: percentages refer to the **maximum ERASMUS+ contribution for the Partner** (as detailed in Article 06 - Financing).

- 08.02 [\*] The **Final Report [FR]** will be **evaluated** by the **Agency** on basis of **quality** criteria and scored on a total **maximum of 100 points**. In case the Final Report scores **less than 50 points** in total, the Agency will apply a **FINANCIAL PENALTY** and reduce the **final Project grant amount**. The Final Report, products and outputs will be assessed focusing on:

The extent to which the Project was **implemented** in line with the approved grant application;

The **quality** of the **activities** undertaken;

The **quality** of the **products** and outputs produced;

The **learning outcomes and impact** on participants;

The **impact** on the participating **organisations**;

The **quality** of the practical arrangements provided in support of the **mobility**, in terms of preparation, monitoring and support to participants during their mobility activity, as well as the quality of the arrangements for the recognition/validation of the learning outcomes of participants (if applicable);

The **quality** and scope of the **dissemination** activities undertaken;

The potential **wider impact** of the Project on individuals and organisations beyond the beneficiaries.



08.03 The Partner shall regard all payments as **ADVANCES**, pending the assessment and explicit approval by the Agency of:

The Interim Report [IR];  
 The Final Report [FR];  
 The Financial Statement;  
 The Payment of the Balance;  
 The Quality of the Project (including but not limited to that of the derived "Intellectual Outputs", "Outcomes", "Products" and/or "Deliverables").

#### Article 09 - Bank account

09.01 All payments to the Partner shall be done by the Contractor to the Partner's bank account, as follows:

Account holder:	Comune di Reggio Emilia	Account number:	000100311263
IBAN:	IT 38 C 02008 12834 000100311263	CBU:	n/a
Swift Code:	UNCRITM1447	BIC:	UNCRITM1447
CUIT:	n/a	VAT:	n/a
Bank:	UNICREDIT BANCA S.p.a. Servizio di Tesoreria Comunale	Bank address:	Piazza Del Monte 1
Bank zip:	42121	Bank city / country:	Reggio Emilia / IT - Italy

#### Article 10 - Reports

10.01 The Partner shall provide the Contractor with any information and/or document/s required for the preparation, elaboration and submission of the Interim Report [IR] (covering the period 01/09/2014 - 31/03/2015) and, where appropriate, with copies of all the necessary supporting documents (duly filled in, dated, signed and stamped by the Legal Representative, if so requested) by 15/04/2015 at the latest (unless otherwise stipulated in written by the Contractor).

The Partner shall keep safely all the original supporting documents (which may be required in the context of checks, controls and/or audits by the Contractor, the Agency, the EACEA, the EC, the OLAF, and/or any other authorised Delegated Body) during a PERIOD OF MINIMUM 5 YEARS AFTER THE PAYMENT OF THE BALANCE is made by the Agency to the Contractor.

Supporting documents may include (without limitation) the following: MoU, Mandate, staff contracts, staff payrolls, staff social security certificates, internal regulation concerning payments (staff, travels, subsistence allowances, diet, per-diem, taxation, etc.), invoices (e.g. hotels, plane tickets, train tickets, equipment, etc.) tickets (trains, taxis, buses, parking, meals, etc.), boarding passes, minutes of project meetings, attendance certificates (for attending events), signature sheets (for attending events), etc.

10.02 The Partner shall provide the Contractor with any information and/or document/s required for the preparation, elaboration and submission of the Final Report [FR] (covering the period 01/09/2014 - 31/08/2016) and, where appropriate, with copies of all the necessary supporting documents (duly filled in, dated, signed and stamped by the Legal Representative, if so requested) by 15/09/2016 at the latest (unless otherwise stipulated in written by the Contractor).

The Partner shall keep safely all the original supporting documents (which may be required in the context of checks, controls and/or audits by the Contractor, the Agency, the EACEA, the EC, the OLAF, and/or any other authorised Delegated Body) during a PERIOD OF MINIMUM 5 YEARS AFTER THE PAYMENT OF THE BALANCE is made by the Agency to the Contractor.

Supporting documents may include (without limitation) the following: MoU, Mandate, staff contracts, staff payrolls, staff social security certificates, internal regulation concerning payments (staff, travels, subsistence allowances, diet, per-diem, taxation, etc.), invoices (e.g. hotels, plane tickets, train tickets, equipment, etc.) tickets (trains, taxis, buses, parking, meals, etc.), boarding passes, minutes of project meetings, attendance certificates (for attending events), signature sheets (for attending events), etc.

#### Article 11 - Monitoring and supervision

11.01 The Partner shall provide promptly (within the established deadlines, and without causing delay) to the Contractor any information and/or document/s that the latter may request from it concerning the implementation and/or any aspect concerning the Project.

11.02 The Partner shall provide promptly (within the established deadlines, and without causing delay) to the Contractor any information and/or document/s that the latter may request from it which are necessary so as to demonstrate that the Partner is fulfilling (and/or has fulfilled) its contractual obligations regarding the Project implementation.

#### Article 12 - Decision making



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- 12.01 The **Partnership** shall **adopt decisions** regarding the Project implementation.
- 12.02 Decisions shall be made during **Project meetings** (Kick-off, Interim, Final, etc.) and/or by **videoconference** (e.g. Skype, Adobe Connect, etc.), **telephone, email** and/or any other communication means agreed to this purpose.
- 12.03 Whenever a decision shall be jointly adopted, the **Contractor** shall **notify the Partner**.
- 12.04 Unless otherwise stipulated, the **Partner** shall **acknowledge receipt of the question(s)** submitted to it within **four [4] calendar days**.
- 12.05 Unless otherwise stipulated, the **Partner** shall submit its **vote** to the **Contractor** within **seven [7] calendar days**.
- 12.06 In the event that a given question is submitted during **national holiday**, the so-said 7-day deadline shall start as from the first working day after such holiday.
- 12.07 Decisions regarding the **activities of one Partner** in particular shall not be voted in its **absence**.
- 12.08 The **Contractor** shall have one [1] vote.  
The **Partner** shall have one [1] vote.
- 12.09 **Decisions** shall be made by **majority**. Should Partners fail to reach the majority, the **Contractor** shall have **one [1] extra vote**.
- 12.10 Since any decision adopted may **engage and bind legally** the **Partner**, the Partner's **Representative** shall take every precaution so as to ensure his/her decision is in line with the **common practices and legal obligations** of the (Partner) Organization.
- 12.11 Should a decision go against the Partner's **common practices and legal obligations** (being this demonstrated by means of official documents), the Partner shall exercise a **veto** with respect to the corresponding decision or relevant part of the decision. In case of veto, Partners shall make every effort to **resolve the matter** which occasioned the veto to the **general satisfaction** of all.
- 12.12 The **Contractor** shall be responsible for **notifying all adopted decisions** to the **Partner** in written.

#### Article 13 - Liability

- 13.01 The **Partner** shall be **solely liable** towards the Contractor, the other Partners and/or third parties (if any) for loss, destruction, damage and/or injury resulting from its **own actions** in the execution of this MoU.
- 13.02 The **Partner** shall be **liable** towards the Contractor for any **breach or non-compliance** of any of the terms and/or conditions included in this MoU, the Grant Agreement, and/or the Erasmus+ Programme Guide. Should the Contractor be required to pay for any damages and/or penalties to the Agency, the EACEA, the EC, the OLAF, and/or any other authorised Delegated Body, as a result of such **breach or non-compliance by the Partner**, the Contractor shall be entitled to **claim the reimbursement** of the total amount requested from the said Partner. If so, the Partner **accepts to reimburse** the required amount to the Contractor, so that the Contractor can, in turn, reimburse it to the requesting Agency or Body.
- 13.03 The **Partner** shall be fully responsible for the **performance** of any part of its share of the Project activities.

#### Article 14 - Termination of the contract

- 14.01 The **Contractor** may terminate this MoU if the Partner has inadequately discharged or failed to discharge any of the **contractual obligations**, insofar as this is not due to *force majeure* (as defined by the European Commission in the context of the Erasmus+ Programme) after **notification** to the Partner by **registered letter** has remained without effect for **one [1] month**.
- 14.02 The **Partner** shall **immediately** notify the Contractor, supplying all relevant information and/or document/s, of any event likely to **put at risk the performance** of the Project.

#### Article 15 - Applicable law and competent court

- 15.01 This MoU shall in all respect be in compliance with the terms and conditions included in the Grant Agreement and in the Erasmus+ Programme Guide, and shall be governed by **European Union law**. The settlement of any differences or conflict arising from or in connection with this MoU shall be attempted by an amicable effort from both parties. Only the **Courts of Brussels** are competent to decide on the disputes which remain unresolved.

#### Article 16 - Annexes

- 16.01 The following **Annexes** form an integral part of this MoU:

Annex Nr.	Annex	Remarks
Annex-01	Grant Agreement [GA]	Duly signed by both the Agency and the Contractor acting on behalf of all



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Annex-02	Erasmus+ Programme Guide [PG]	Partners. Detailed information on the terms and conditions governing the Programme.
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#### Final notes on the applicability of this contract



In case of conflict, all clauses included in this MoU shall be overwritten by those set out in the Grant Agreement [GA] and/or in the Erasmus+ Programme Guide [PG].

Failure to comply with the terms and conditions laid down in this MoU can be a reason for the Contractor to dissolve the contract and claim back the total grant already paid to the Partner.

#### SIGNATURES & STAMPS




##### On behalf of the Contractor

Full Name: Prof. Dr. Pedro FARIAS-BATLLE

Position: Vice-Chancellor for Communication and International Affairs

Date (dd/mm/yyyy): 30 / 04 / 2015

Place (city, country): Malaga, Spain

Signature: 

Official stamp: 

##### On behalf of the Partner

Full Name: Mrs. Nicoletta LEVI

Position: Director - Unit Manager

Date (dd/mm/yyyy): 15 / 04 / 2015

Place (city, country): Reggio Emilia, Italy

Signature: 

Official stamp: 