

CONSORTIUM AGREEMENT

Universiteit Utrecht, a legal entity established under the laws of the Netherlands and governed by public law under section 1.4 of the Higher Education and Research Act (*Wet op het hoger onderwijs en wetenschappelijk onderzoek*) and having its registered offices at Heidelberglaan 8, Utrecht, the Netherlands, for the benefit of the Faculty of Humanities in this matter duly represented by Prof. dr. K.A. Algra, dean of the faculty of Humanities, hereinafter also referred to as “UU”

hereinafter referred to as "coordinator"

AND

Universidad Autonoma de Madrid, Calle Einstein 3 Ciudad Univ Cantoblanco Rectorado, 28049 Madrid, legally represented by Rafael Garesse Alarcón;

Eotvos Lorand Tudomanyegyetem, Egyetem Ter 1-3, 1053 Budapest, Hungary, legally represented by Prof. Dr László Borhy;

Humboldt-Universitaet zu Berlin, Unter den Linden 6, 10099 Berlin, Germany, legally represented by Prof. Dr.-Ing. Dr. Sabine Kunst;

Univerzita Karlova, OVOČNY TRH 560/5, 116 36 Praha 1, Czech Republic, legally represented by Prof.MUDr. Tomáš Zima, DrSc., MBA;

Université de Lille, a Scientific, Cultural and Professional Public Institution, which head office is situated 42 rue Paul Duez, 59000 Lille, France, registered in Lille Metropolis Trade and Companies Register under number 130 023 583 00011, business sector code 8542Z, represented by its President, Jean-Christophe CAMART, acting on behalf the Faculty of Humanities whose Dean is Gabriel GALVEZ-BEHAR;

Euroclio-De Europese Vereniging voor Geschiedenisonderwijsgevendens, Riouwstraat 139, 2585 HP, Den Haag, Netherlands, legally represented by Steven Stegers;

University of Sheffield, Firth Court Western Bank, S10 2TN Sheffield, United Kingdom, legally represented by Joanne Croft;

hereinafter referred to as "partner organisations"

for the purposes of participating in the project “**Teaching European History in the 21st Century**” that runs from 01-09-2019 until 31-08-2022 under the Erasmus+ programme, project number: 2019-1-NL01-KA203-060532 (hereinafter referred to as "the project")

Have agreed as follows

1. The coordinator has the mandate to act on behalf of the partner organisation in compliance with the Grant Agreement that forms an integral part of this agreement, as described in Annex V.
2. The partner organisation confirm to accept all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, acknowledge that the coordinator alone is entitled to receive funds from the National Agency and distribute the amounts corresponding to the partner's organisation participation in the project.

Entry into force and implementation period of the agreement

3. The Agreement enters into force on the date on which the last party signs it.
4. The Project runs for 36 months starting on 01-09-2019 and finishing on 31-08-2022 as specified in the Grant Agreement, Article I.2.2.

Responsibilities

5. The partner organisation will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, documents or information that may be required in relation to the grant agreement. This includes keeping an hour administration for the project, specified per intellectual output, based on the time sheet template provided by the coordinator.
6. The provisions of the Grant Agreement shall take precedence over any other agreement between the partner organisation and the coordinator that may have an effect on the implementation of the grant agreement, including this partnership agreement.
7. The responsibilities for the Learning/Teaching/Training Activities, Multiplier Events and Intellectual Outputs developed in this project are as specified in the grant agreement.
8. The partner organisation is responsible to communicate any foreseeable risks for the implementation of the project to the coordinator as soon as possible.
9. The coordinator and the partner organisation agree to use mediation as a conflict resolution mechanism if needed. The costs for the mediator will be covered by the resources allocated to management and shared equally by both parties. Both parties can initiate a mediation procedure.
10. The partner organisation will fulfil all the responsibilities regarding the payment of (income) taxes and the remittance of social benefits.

Payment of funds and modalities

11. See Annex IIa of the Grant Agreement for the maximum total fund payable to the Partner.
12. Universiteit Utrecht will retain **3,000 Euro** (1,000 Euro per year) per partner from the budget 'Project Management and Implementation' for the centrally organized management of the project (project assistant).
13. The grant takes the form of unit contributions and reimbursement of eligible costs actually incurred following article I.3.2 of the grant agreement.
14. The overall budget and spending of the project will be under the control of the coordinator. The coordinator will transfer the funds to the partner organisation's account for eligible activities and shall not be unreasonably withheld. Eligible activities are those activities which fully comply with the work plan and are in accordance with the Grant Agreement and project performance.
15. The funds to be paid to the Partner shall be transferred into the institutional bank account of the partner organisation (see form attached).
16. Total payable to partner instalments amounts to €304.280. Remaining €10.000 (exceptional costs) is payable upon claim of the actual incurred costs (paragraph 18 below).
17. The final instalment will be paid after the project finishes, after the coordinator has received the final instalment from the national agency.

Table 1

Timeline for transfer of instalments	Actions	% Budget	Partner Timeline Report Due
1 September 2019	Start project		
30 September 2019	1st instalment	40%	
30 September 2020	Progress report		1 September 2020
30 September 2021	Interim report		1 September 2021
30 October 2021	2 nd instalment	40%	
30 October 2022	Final report		1 September 2022
¹ 30 days after receipt from NA	Balance payment	20% max	

18. The partner organisation is obliged to administer the project finances accurately, report on the state of the financial spending of the different budget categories and report on

¹ This is an estimate date. The final instalment is made after the coordinator has received the final instalment from the national agency.

the completed work. Upon the timely receipt of the report the coordinator will check the quality of the report, the progress of the work and the eligibility of the spending. In case of satisfactory performance, the coordinator will pay the next instalment. The coordinator will provide the format for the reporting based on the Mobility Tool.

- First tranche of pre-financing will be paid according to the Table 1. The coordinator will transfer the first instalment of the partner organisation's total budget, after the signing of this partnership agreement, provided that the coordinator has received the pre-financing from the National Agency and bank details are correctly provided by the partner organisation.
- Second and third tranche of pre-financing will be paid according to the table 1. The coordinator will transfer these instalments of partner organisation's total budget, provided that the partner organisation provides eligible and full supporting documentation on project expenditure of at least 70% of the previous tranche, and after receiving and approving the periodic narrative and financial reports due.
- Balance payment: all outstanding payments to cover actual eligible expenditures that have not been received in previous tranches (see above), will be paid to the partner within 30 days after the coordinator receives the final payment from the National Agency, on condition that the partner organisation has provided the requested eligible supporting documentation and submitted the financial table to the coordinator within the foreseen deadline.

19. The partner organisation can claim exceptional costs if included in the application. Following the Grant Agreement, these exceptional costs can be claimed only for sub-contracting of goods and services and depreciation costs of equipment or other assets purchased. Sub-contracting of services is limited to services that cannot be provided by the beneficiaries for duly justified reasons. Equipment cannot include normal office equipment or equipment used by the beneficiaries for their normal activities. The partner organisation will provide the coordinator with all supporting documents and receipts.

The exceptional costs can be claimed as agreed in the Grant Agreement. The exceptional costs not covered by the grant (as specified in the Grant Agreement) are shared proportionally by all partner organisations including the coordinator according to their respective share in the budget for Intellectual Outputs:

- Universiteit Utrecht: 18.26% (= €981.11)
- Universidad Autónoma de Madrid: 10.21% (= €548.58)
- Eotvos Lorand Tudományegyetem: 5.49% (= €294.98)
- Humboldt-Universität zu Berlin: 15.87% (= €852.70)
- Univerzita Karlova: 10.49% (= €563.63)
- Université de Lille: 15.61% (= €838.73)
- University of Sheffield: 15.61% (= €838.73)
- Euroclio: 8.47% (= €455.10)

Meetings

20. The beneficiary organising a transnational project meeting will provide adequate rooms and equipment. Cost incurred for travel, board and lodging will be covered up to the specified budget in Annex II of the Grant Agreement.
21. The partner organisation will be represented during all transnational project meetings as specified in the Grant Agreement.
22. The partner organisation will be represented during the Multiplier Events as specified in the Grant Agreement.
23. The coordinator accepts no liability in case of the Partner representatives' sickness or accident during travel under this contract. Where appropriate, the Partner organisation should insure its employees against such risks.

Accounting, Record Keeping and Reporting

24. The Partner is fully responsible for providing the correct declaration of expenses and the appropriate application of its accounting system. In more detail, the Partner shall:
 - Accept responsibility for the adequate and orderly accounting of its part of the project according to the rules and regulations of the Grant Agreement.
 - Keep and thoroughly document original invoices, debit notes, receipts, bank statements for every item of expense and these can only be financed using project funding if they are in compliance with the rules on eligibility of expenditure.
 - Be aware of the fact that the coordinator will not compensate for the ineligibility of costs caused by any violation of the Grant Agreement or this partnership agreement, for which the Partner is responsible. Any costs which are assessed as ineligible by the National Agency within their final report assessment need to be reimbursed by the Partner to the coordinator, who will forward the ineligible amount to the National Agency.
 - Make available any documentation on project finance and activities required by the National Agency.
 - Keep a record of any expenditure incurred under the project and all proofs and related documents for five years after the receipt by the coordinator of the final payment of the balance by the grant as specified in Article II.20 – CHECKS AND AUDITS of the Grant Agreement.

Intellectual property

25. The partner organisation follows the rules for intellectual and industrial property rights as specified in the Grant Agreement article I.8 and Annex I, article II.9.3. In particular, any educational materials produced under the scope of the project must be made available through the Internet, free of charge and under open licenses. The partner organisation cedes to the Union/National Agency the right to reproduce and publish, or to have reproduced and published, in whatever form, in whatever language, and in whatever country, (parts of) Intellectual Outputs submitted by him/her to the coordinator under this contract. Unless otherwise agreed with the National Agency, any

text published will indicate the author's name and as practise published with a CC-BY license.

Changes in the Project Partnership or termination

26. Failure by the partner organisation to perform his/her duties under this agreement (other than as a result of Force majeure) or under any amendment duly accepted by the parties in accordance with paragraphs 3-23 above and may consequently refuse to pay to the partner organisation the instalments referred to in paragraph 17.

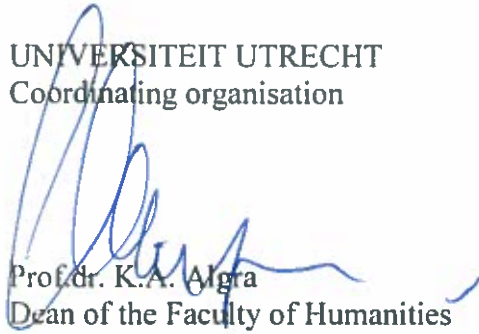
Force Majeure

27. *Force majeure*. If and to the extent that either Party (the "Affected Party") is hindered or prevented by circumstances not within its reasonable ability to control, including act of God, war, riot, civil commotion, act of terrorism, military operations, malicious damage, compliance with a law or governmental order, rule, regulation or direction, strike, lock-out or labour dispute (other than in relation to the Affected Party's own personnel), restrictions due to the spread or possible spread of disease among humans or animals, accident, breakdown of plant or machinery, fire, flood and acts or omissions of third parties for whom the Affected Party is not responsible (a "Force Majeure Event") from performing any of its obligations under this Agreement:
- the Affected Party's obligations under this Agreement are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed;
 - A formal notification is sent to the coordinator who forwards this to the National Agency, without delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.
 - the Affected Party shall make all reasonable efforts to limit any damage due to force majeure, and mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement; and
 - as soon as reasonably possible after the end of the Force Majeure Event the Affected Party shall notify the Other Party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Agreement.
28. The provisions of this contract may be amended only by written agreement between the parties.
29. Nothing in this Partner Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.
30. The Agreement is governed by Dutch law as stated in Annex I, article II.18.1 of the Grant Agreement.
31. Each partner is entitled to publish this agreement.

SIGNATURES

For and on behalf of:

UNIVERSITEIT UTRECHT
Coordinating organisation



Prof. dr. K.A. Algra
Dean of the Faculty of Humanities

Utrecht

Date: 1.3.2020

Partner Organisation

UNIVERSIDAD AUTÓNOMA DE MADRID
Partner organisation



Prof. dr. María del Carmen Calés Bourdet
Vice-Rector for Internationalization
At Madrid, Spain
Date: 08/11/2019
In duplicate in English

For and on behalf of the Partner Organisation:

Eotvos Lorand Tudomanyegyetem



By: Prof. Dr László Borhy Rector
Dr. Gyula Scheuer chancellor




Rozgonyi Miklós
gazdasági
főigazgató
4

In: *Budget*
On: *24/04/22*

In duplicate in English

For and on behalf of the Partner Organisation:

Humboldt-Universität zu Berlin



HUMBOLDT-UNIVERSITÄT ZU BERLIN On behalf of HUMBOLDT-UNIVERSITÄT ZU BERLIN
i.A. Dr. Christoph Raiser i.A. Dr. Christoph Raiser
Leiter des Teams Drittmittelforschung Head of Third Party Funding Unit

By: Prof. Dr.-Ing. Dr. Sabine Kunst
President

In: Berlin
On: Jan, 6, 2020

In duplicate in English

For and on behalf of the Partner Organisation:

Univerzita Karlova

By: Prof.MUDr. Tomáš Zima, DrSc., MBA
Rector

In: *Prague*

On:

10 -01- 2020

A handwritten signature in blue ink, appearing to be 'T. Zima', written over a horizontal line.

In duplicate in English

For and on behalf of the Partner Organisation:

Université de Lille

By: Jean-Christophe CAMART
President of the University



Done at Lille
Date: 20/10/19

In duplicate in English

For and on behalf of the Partner Organisation:

Euroclio-De Europese Vereniging voor Geschiedenisonderwijsgevend

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

By: Steven Stegers
Executive Director

In: The Hague, the Netherlands

On: 28 February 2020

In duplicate in English

For and on behalf of the Partner Organisation:

University of Sheffield



By: Joanne Croft
Head of Finance

In: University of Sheffield

On: 18/02/2020.

In duplicate in English