



UNIVERSITÉ
LUMIÈRE
LYON 2



Erasmus+

« Festivals. Pas-de-deux européen, économique et culturel »
Partenariats stratégiques trans-sectoriels / ERASMUS+
Project number: **2014-1-FR01-KA200-008726**
Duration: 01/09/2014 to 31/08/2017

Partner Agreement for the purpose of the implementation of the project “Festivals. Pas-de-deux européen, économique et culturel »

Date: 20/10/2015

Centre du Théâtre de l'Opprimé Augusto Boal

78/80 rue du Charolais 75012 PARIS

Code PIC : 942259747

Numéro d'enregistrement officiel : 319 392122

represented for the purpose of signature of this agreement by M. Luis Eduardo Pereira de Oliveira,
President (hereinafter referred to as “the coordinator”)

on the one part,

and

Université Lumière Lyon 2

Adresse: 18 quai Claude Bernard 69 365 Lyon Cedex 7

Code PIC: 999855825

Numéro d'enregistrement officiel :

on the other part

HAVE AGREED

To the conditions specified below and to the following annexes:

- | | |
|------------------|--|
| Annex I | Candidature/Description of the project |
| Annex II | Partners actions plan |
| Annex III | Budget plan |
| Annex IV | Project Handbook – Guidelines for Administrative and Financial Management and Reporting |
| Annex V | Grant Agreement (No. 2014-1-FR01-KA200-008726)
which form an integral part of this Partner Agreement (“the agreement”). |

Article 1: SUBJECT MATTER OF THE AGREEMENT

The agreement shall govern the relations between the parties and their respective rights and obligations with respect to the project. The coordinator and the partner undertake to do everything in their power to carry out their respective roles in the Project as described in Annex I, Annex II and Annex III (all three documents refer to each other and are hereinafter summarised called “the instructions”) which are based on the application of the project, approved by the Agence Europe-Education-Formation France, Agreement No. 187 512 512. In doing so, the coordinator and the partner abide by the Grant Agreement concluded by the coordinator and the Agency (Annex V).

The instructions state the respective tasks of all parties involved in the project (“the consortium”) and the due dates of tasks and deliverables of the project. The consortium is obliged to meet the general and specific aims of the project and deadlines as laid down in the instructions.

Article 2: DURATION

The Agreement shall enter into force as from the day when it has been signed by both the coordinator and the partner.

Eligible expenses may be claimed up to 31/08/2017

The Agreement will end when the Agency has fully evaluated the Final Report and made its decision regarding the final 20% of the proposed funding.

Article 3: OBLIGATIONS

3.1 OBLIGATIONS OF THE COORDINATOR:

The coordinator shall

- a) have full responsibility for taking all reasonable actions to ensure that the Project is implemented in accordance with the Agreement;
- b) as responsible for the successful implementation of the Project, have the right to make certain decisions (e.g. termination of cooperation with a Partner who does not perform his/her duties, in duly justified cases and in accordance with the Grant Agreement) to ensure the smooth running of the Project. Those decisions have to be reported to the consortium or the partner concerned in written form by post or e-mail as soon as possible. Other decisions which concern the actual work and themes of the partners have to be made in the consortium;
- c) inform the Partners and the Agency of any event of which the coordinator is aware that is liable to substantially affect the implementation of the action;
- d) as sole recipient of payments on behalf of the consortium, ensure that all the appropriate payments are made to the partners without unjustified delay and shall, with the reports submitted in accordance with the Grant Agreement and at any time upon request of the Agency, inform the Agency of the distribution of the European Union financial contribution between the partners and of the date of transfer;

- e) be the intermediary for all communication between the partners and the Agency;
- d) ensure that personal continuity (i.e. no unjustified frequent changes in staff responsible for the project) is given and that work will be carried out consistently with all reasonable skill and diligence.
- f) take all actions necessary in order to contribute to an equal communication and interaction among the consortium.

3.2 OBLIGATIONS OF THE PARTNER:

The partner shall:

- a) take all reasonable actions in order to achieve the general and specific aims of the project as stated in the instructions. This also includes respecting the deadlines for the respective activities (see instructions);
- b) ensure that all reporting duties at any stage of the project are fulfilled and submitted in due time;
- c) provide the coordinator with any relevant information or documents necessary for the administration and implementation of the project, e.g. documents necessary for the preparation of the Progress- and the Final Report. The partner shall forward data needed to draw up the regular Activity-, Dissemination and Evaluation Reports, Financial Statements and other documents to the coordinator and other partners in due time;
- e) inform the coordinator immediately of any event liable to substantially affect or delay the implementation of the project of which the partner is aware;
- f) ensure to keep a record of all expenses incurred from the project. For all expenses the original invoices/bills have to be managed and stored by the partner for five years and certified copies have to be sent to the coordinator alongside the internal reports. (Note: for non-euro currencies the exchange rate used shall be the monthly accounting rate established by the European Commission for 01 January 2014, which must be indicated on the internal report sheets.) The coordinator may reject a claim for expenditure which cannot be justified in accordance with the “Categories of Eligible Direct Costs” detailed in the Project Handbook (Annex IV). The partner has to seek consent from the coordinator for any modification of their individual budget;
- g) ensure that personal continuity (i.e. no unjustified frequent changes in staff responsible for the project) is given and that work will be carried out consistently with all reasonable skill and diligence.
- h) take all actions necessary in order to contribute to an equal communication and interaction among the consortium.

Article 4: FINANCES

The foreseen total budget for the project “Festivals. Pas-de-deux européen, économique et culturel » is: **291 375,00 € (EUROS)**.

4.1 INSTALMENTS:

The share of the grant will be distributed by the coordinator according to the Budget Plan approved by the partners (Annex III). Should the total of the instalments exceed the project funding granted by the Agence Europe-Education-Formation France for the partner's contribution, the partner shall immediately repay the respective amount to the coordinator.

- a) The partner is informed that the coordinator has received a first instalment of 40% of the Agence Europe-Education-Formation France funding stipulated in the Grant Agreement as an advance on the intended goals of the project.
- b) The original research partner agreed that 5% of his budget will go to the coordinator in order to cover the costs of the leader. The total budget for the research will become **49.820,00 €** at the beginning of the project.
- c) The original research partner (SDOA) received the 1° transfer of his share on December 2014, of an amount of 11.694,80 €. The total budget for the new research partner (Université Lumière Lyon 2) becomes **38.125,20 €**.
- d) The new research partner will receive instalments of the 56,53% (account of 80% of the total share - 23,47% transferred to SDOA) of the total share as an account, and 20% of the total share at the end of the project, as follows:
 - First instalment: 8.233,20 € (16,53%) as follows:

1° transfer	27,39%	Feb-2016	2.254,80
2° transfer	72,61%	May-2016	5.978,40

- Second instalment: 19.928,00 € (40%) as follows:

1° transfer	49,00%	May-2016	9.764,72
2° transfer	21,00%	Oct-2016	4.184,88
3° transfer	30%	July-2017	5.978,40

- Final instalment: not before September 2017 (20%) see below point e)

In case of incomplete fulfilment of the tasks in due time as stated in the instructions or irregularities in finance and progress reporting, the instalments may be deducted. The coordinator will not proceed with the payment of the second and third instalments until the partner has used up at least 70% of the previous instalments. In such a case only, the following instalments will be released upon proof that the aforementioned percentage has been used up.

- e) The final instalment (20% of the total share) will depend on the evaluation of the Final Report by the Agence Europe-Education-Formation France: the consortium only receives the full final grant if the adduced work is of high quality and to complete satisfaction of the Agence Europe-Education-Formation France. According to the Grant Agreement, the Agence Europe-Education-Formation France may reduce the amount of the final grant taking into consideration the final assessment of the Project outcomes, based upon the opinion of external experts (see Annex IV: Project Handbook). In case of deductions resulting from the weak, incomplete or late performance of the

obligations stated in the agreement by the partner or on his/her behalf, the partner has to reimburse the aggregated amount of payments to the coordinator, limited to the partner's share of the grant by the Agence Europe-Education-Formation France.

- f) The consortium will receive the final payment only after the approval by the Agence Europe-Education-Formation France of the submitted financial implementation report and financial statements. The partner is aware that the s Agence Europe-Education-Formation France hall have 90 days to approve or reject the Final Report. The coordinator shall have 30 days to submit additional information or a new report.
- g) All payments by the coordinator to the partner shall be regarded as advances pending explicit approval by the Agency of the final report, submitted by the coordinator. In case the partner has claimed costs that are not eligible for the action, are not supported by the required documents or are not recognised as eligible by the Commission, the amount of these costs shall be diminished from the amount of the balance payment. In case the amount of the non-eligible costs is higher than the amount calculated for the balance payment, the partner shall pay back to the co-ordinator the established difference. The same applies if the partner has not spent the entire provisional budget, already pre-paid by the coordinator.

4.2 BANK ACCOUNT

The Coordinator undertakes to transfer the instalments to the bank account specified by the partner:

Account holder:	Université Lumière Lyon 2 – Agent Comptable
IBAN	FR76 1007 1690 0000 0010 0433 266
SWIFT/BIC:	TRPUFRP1
Bank name	TP Lyon
and address:	

Article 5: TERMINATION OF COOPERATION

The coordinator has the right to terminate the cooperation contract with a Partner if the Partner has failed to deliver or incompletely delivered any of the contractual obligations or has not carried out their contractual role in an efficient or satisfactory manner as stated in the instructions. A deadline is stated for each deliverable in the instructions. In case of failure to meet the deadline, the partner concerned will receive one reminder including a **new deadline**. If there is no response on the **second deadline** a final written warning will follow. The last consequence will be the termination of the contract of the respective partner.

Deviations from the deadlines due to *force majeure* will have to be clarified and solved appropriately between the coordinator and the partner concerned.

In case of termination of the cooperation the partner is obliged to return all unused advances already paid by the coordinator. The partner is obliged to hand in all products or deliverables they are working on and to provide a full report on its finances and activities that will feed into the Final Report. If the Agency decides on the basis of the final report that the partner with whom the cooperation has been terminated may still claim eligible costs that have not been provided for by the coordinator, the coordinator will transfer the balance to the partner.

Article 6: LIABILITY

Each party of the consortium shall have sole responsibility for fulfilling any of its legal obligations as detailed in the instructions.

No partner or any of its representatives, employees or agents has the power to commit the coordinator in any way whatsoever, except where the agreement or the instructions explicitly anticipates it. Equally the coordinator or any of its representatives, employees or agents does not have the power to commit the partner in any way whatsoever except where the agreement or the instructions explicitly anticipate it.

Each contracting party shall mutually, unconditionally and completely release the other from any forms of civil liability in respect of any direct or indirect loss or damage resulting from the performance of the agreement, suffered by itself, by its personnel or by subcontractors to the extent that these losses are not due to a wilful act or gross negligence of the other party or its personnel.

The release mentioned in the preceding sentence is irrevocable and is not subject to time limits and binds the parties also after termination of this contract.

Each party's aggregate liability to the other party shall be limited to once the Party's share of the total grant by the Agency.

Article 7: CONFIDENTIALITY

The Parties undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the agreement that is duly classed as "confidential" or is recognizable as such, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation for five years beyond the closing date of the Project.

This obligation shall not apply if information

- a) was known to or generally accessible for the public before this agreement entered into force, or
- b) is disclosed or made generally accessible to the public without any involvement or fault on the part of one of the partners after this agreement entered into force, or
- c) is proven to have been known to the addressee prior to the time of its receipt pursuant to this agreement, or
- d) basically corresponds to information that an authorized third party discloses or makes accessible to the receiving partner after the receipt of the confidential information, or
- e) have been independently developed by an employee of the receiving partner who had no access to the confidential information, or
- f) is required by law or decree.

Article 8: COPYRIGHT / OWNERSHIP / USE OF THE RESULTS

8.1 The Copyrights of the developed material shall belong to the respective author(s). The author(s) relinquish their rights of distribution and utilization of their material to the coordinator and other partners who are responsible for and who administrate the overall results of the project.



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8.2 Ownership of the final overall results of the project, including industrial and intellectual property rights, and of the reports and other documents relating to it shall be vested in the coordinator.

8.3 The partners may use the developed products at no charge after permission by the coordinator and this permission shall not be reasonably withheld.

8.4 Without prejudice to Article 8.1 and 8.2, the consortium grants the Agency the right to make free use of the results of the project as it deems fit, provided it does not thereby breach their confidentiality obligations or existing industrial and intellectual property rights.

Article 10: MISCELLANEOUS

Should any provision of this agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this agreement. In such case the consortium shall negotiate a valid, practicable provision, which fulfils the purpose of the original provision.

The agreement is subject to the law of France. Place of jurisdiction is the Tribunal Administratif de Bordeaux.

Article 12: AMENDMENTS / ASSIGNMENTS

No rights or obligations arising from this agreement may be assigned or transferred, in whole or in part, to any third party without the coordinator's permission.

Amendments to this agreement require a separate agreement, which has to be signed by all partners of the consortium.

Signature of the COORDINATOR:

Done at Paris on 02/02/2016
THÉÂTRE de l'OPPRIMÉ
78, rue du Charolais 75012 Paris
Tél. 01 43 48 87 20
SIRET 319 382 122 00036 NAF 9001Z

Signature of the PARTNER: Jean-Luc MAYAUD, President of University Lyon 2

Done at Lyon on

26/01/2016



