

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

Article 8 - BANK ACCOUNT

BANK NAME : Banca Comerciala Romana
ACCOUNT NAME : Universitatea Bucuresti
ADRESS : REGINA ELISABETA N 5, 050107 Bucharest
IBAN CODE : RO21RNCB0076010452620124
BIC/SWIFT CODE : RNCBROBU

Article 9 - SUBMISSION OF REPORTS AND OTHER DOCUMENTS

1. The **Partner** shall provide the **Coordinator** with any information and document required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by a month after the formal request of the Coordinator at the latest.
2. The **Partner** 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 a month after the formal request of the Coordinator at the latest.

Article 10 - MONITORING, CHECKS AND AUDITS

1. The Partner shall provide without delay the **Coordinator** with any information that the latter may request from him concerning the carrying out of the work programme covered by this contract.
2. The Partner 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.

Article 11 - TERMINATION OF THE AGREEMENT

1. The **Coordinator** may decide to terminate the agreement if the **Partner** has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to *force majeure*, after notification of the **Partner** by registered letter has remained without effect for one month.
2. The Partner shall immediately notify the **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 12 - JURISDICTION CLAUSE

1. Failing amicable settlement, the Courts of *Tribunal administrative de Lyon* shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
2. The law applicable to this contract shall be the French law.

Article 13 - SUPPLEMENTARY AGREEMENTS

Amendments to this contract shall be made only by a written supplementary Agreement signed on behalf of each of the parties by the signatories to this contract. No oral agreement may bind the parties to this effect.

Annexes

Annexe I – proof documents
Annexe II – projected budget
Annexe III – Actions and planning

Done at....., in two copies.

For the **Coordinator**,

For the **Partner**,

7. The total amount of the contribution to the beneficiary may be revised by the project Steering committee, in accordance with the evolution of the project's results, and in accordance with the reception of the necessary proof of the implementation.
8. The Beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in strict accordance with the terms and provisions of the present agreement and its annexes.
9. The beneficiary responsible for any expenditure declared ineligible by the coordinator or by the Erasmus National Agency will reimburse the corresponding amount to the coordinator.

Article 7 - PAYMENTS

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

Implementation and management budget

An expenditure list for this budget must be created and updated by the partner and submitted to the Coordinator when requested.

1st payment: at the signature of the bilateral agreement	4 000 EUR
2nd payment: January 2019	3.500 EUR

Other payments:

Transnational Project Meetings (Réunions transnationales)

Maximal budget : 5.935 euros.

Based on a fixed repayment of 575 euros (for up to 1999 kms of travel) and 760 euros (over 2000 kms of travel) for one person for a two-way trip and costs of stay (hotel), see Annex III. This repayment may exceed (or be insufficient to) the real cost of the travel. No repayment of overspending is possible. In case of necessity, the partner may ask the coordinator for an advance. The coordinator may accord an advance of a maximum of 75% of the fixed repayment.

The repayments are set only if the Coordinator has all required supporting documents, see Annex I.

Intellectual Production (Productions intellectuelles)

Maximal budget: 6.759 euros

This budget is calculated on the cost of intellectual work in the country (see the Annex II) and on the number of work-related journeys projected for each study (see Annex III). This budget cannot be entirely transferred in a one payment. The certified timesheets for every colleague working on the project must be sent to the Coordinator every month. The payment to the partner is set at the end of every study planned in the project. The timesheet model is provided by the Coordinator at the start of the project. The repayments are set only if the Coordinator has all the required supporting documents indicated in Annex I.

Dissemination Events (Événements de dissemination)

Maximal budget: 3.600 euros

Payments are based on a fixed compensation of 100 euros for a local guest (but not from the same university) and 200 euros for an international guest.

- Workshop 1 "Les compétences inter et multi culturelles" (Inter- and Multi-Culturel Competence), to be held in february 2018. This budget is limited at 1800 euros.
- Workshop 2 « Enseigner la gestion de la diversité culturelle » (Teaching Cultural Diversity Management) to be held in october 2018. This budget is limited at 1800 euros.

Even if the number of guests exceeds 15 (12 local guests and 3 international guests) and the real cost of either workshop is higher than 1800 euros, the Coordinator repayment may not exceed 1800 euros for each event. The payment is set at the reception of the event's attendance list. The repayments are set only if the Coordinator has all the necessary supporting documentation as indicated in Annex I.

Activities Related to Apprenticeship, Education, and Training (Activités d'apprentissage, d'enseignement et de formation)

Maximal budget: 13.490 euros

This budget is based on fixed compensation for travels and costs of stay (per day) during the learning tests (the first in 2019 and the second in 2020).

This budget is subdivided into a budget reserved for travels (2.750 euros) and a budget reserved for the costs of stay (10740 euros). See Annex III.

The receipt of the supporting documents (certificate of attendance) by the Coordinator sets the repayment to the partner. Even if the costs of stay or the costs of the travels exceed the allocated budget, the Coordinator will not pay the overspending. The repayments are set only if the Coordinator has all the required supporting documents, see Annex I.

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 concluded between the **National Agency** and the **Coordinator**;
2. to send to the **Partner** a copy of the **Agreement 2017-1-FR01-KA203-037384** and its annexes, concluded with the National Agency, of the various reports and of any other official document concerning the project;
3. to notify and provide the **Partner** with any amendment made to the Agreement n° **2017-1-FR01-KA203-037384** concluded with the National Agency;
4. to define in conjunction with the **Partner** the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights;
5. to comply with all the provisions of **Agreement n°2017-1-FR01-KA203-037384** binding the **Coordinator** to the **National Agency**.

Article 4- OBLIGATION OF THE PARTNER

The Partner 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 n° 2017-1-FR01-KA203-037384** concluded between the **National Agency** and the **Coordinator**;
2. to comply with all the provisions of Agreement n° **2017-1-FR01-KA203-037384** binding the **Coordinator** to the **National Agency**;
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 define in conjunction with the **Coordinator** the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

Article 5 - DISSEMINATION

1. The partner shall acknowledge the grant support received under the Erasmus+ Programme in any document disseminated or published, in any product or material produced with the grant support, and in any statement or interviews given, in accordance with the visual identity guidelines provided by the European Commission.
2. The acknowledgement shall be followed by a disclaimer stating that the content of the publication is the **sole responsibility of the publisher and that the European Commission is not liable for any use that may be made of the information**.

Article 6 - FINANCING THE ACTION

1. The MAXIMAL expenditure to be committed by the Partner for the period covered by this contract (3 years) is **38.784 EUROS**. From this budget, 9.000 euros is allocated for the project implementation and management ; 7.500 is allocated to the partner and 1.500 is allocated to the Coordinator for this purpose.
2. With the exception of 7.500 euros corresponding to the budget for the implementation and management of the project, **the rest of budget takes the form of a repayment of the costs used for events, learning activities and mobility or as compensation for the intellectual work, calculated on the basis of a unit contribution**.
3. The repayments are set only if the Coordinator has all the supporting documents requested. For the list of supporting documents required for each type of reimbursement, see Annex I.
4. The details of the partner projected budget could be found in the **Erasmus+ agreement Annex III**.
5. Approximately 6-8 weeks are needed to process supporting documents and schedule the payments from the date of receipt of the aforementioned documents.
6. The Erasmus + grant contribution to the project is intended to cover only part of the costs incurred by the beneficiary in carrying out the activities.



GRANT AGREEMENT for a:

Project with multiple beneficiaries under the ERASMUS+ Programme

AGREEMENT NUMBER – 2017-1-FR01-KA203-037384

CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER ¹

This contract shall govern relations between:

UNIVERSITE LUMIERE LYON 2,

Legal number 196917751, with headquarters in 18 quai Claude Bernard - Lyon, France, represented by his President, Prof. Nathalie Dompnier, called hereafter "The Coordinator"

and of the other part,

of the one part,

UNIVERSITATEA DIN BUCURESTI

Legal number CF4505502, with his headquarters in Mihail Kogalniceanu street 36-46 sector V 050107 Bucuresti, Romania, represented by his Rector Mircea Dumitru, called hereafter "the Partner",

Which have agreed as follows:

Article 1 – SUBJECT MATTER OF THE AGREEMENT

1. The NA has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the Project entitled **CODES** under the Erasmus+ Programme Key Action 2: Strategic Partnerships. The Coordinator and the Partner commit themselves to carrying out the project as set out in the Annex 1 of the contract.
2. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project **CODES** under the Agreement n° **2017-1-FR01-KA203-037384** passed between the National Agency and the Coordinator.

Article 2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION

1. The Agreement shall enter into force on the date on which the last party signs.
2. The Project shall run between 01/09/2017 and 01/09/2021 both inclusive.

Article 3 - OBLIGATION OF THE COORDINATOR

The Coordinator shall undertake:

¹ The **Coordinator** shall be entitled to add other clauses to those indicated here.



Erasmus+

The legal representative
Mme Nathalie Dompnier
Présidente

[signature]
[date]

Supporting documents /

Les documents suivants sont à joindre :



The legal representative
Mircea Dumitru
Rector

[signature]
[date]

21/02/2018

Pour les réunions transnationales:

- Copie et groupes de travail
- Attestation de présence signée par les participants et l'organisme d'accueil précisant le lieu et les dates de la réunion transnationale
- Boarding-pass vols (originaux). Merci de ne pas utiliser les applications pour smartphone
- Factures d'hôtel et titres de transport (originaux)
- La preuve du lien de rattachement de la personne à l'organisme coordinateur/partenaire du projet (contrat de travail, contrat de bénévolat, certificat RH...)
- Un ordre du jour détaillé et tout document utilisé ou distribué lors de la réunion de projet transnationale.

Pour les productions intellectuelles : études pour la construction du module de formation

- Productions chargées sur la plateforme E-PRP
- Fiche de temps individuelle certifiée, identifiant la catégorie de personnel, les dates et le nombre total de jours de travail avec signature du responsable local du projet Codes
- La preuve du lien de rattachement de la personne à l'organisme coordinateur/partenaire de projet (contrat de travail, contrat de bénévolat, certificat RH...).

Pour les événements de dissémination: Workshop + Conférence internationale de Colimbre

- La feuille d'émargement signée par les participants comportant: nom, dates et lieu de l'événement + nom, signature du participant et nom et adresse de son organisme.
- Le programme de la rencontre et tous autres documents distribués lors de la réunion.
- Un rapport avec la description et les résultats (synthèse échangée) de l'événement.

Pour les activités d'apprentissage: Les deux tests de modules

- Attestation de présence signée par l'organisme d'accueil (date, nom et fonction du signataire obligatoires) mentionnant le nom du participant ainsi que le lieu, les dates et l'objet de l'activité
- Boarding-pass vols (originaux). Merci de ne pas utiliser les applications pour smartphone
- Titres de transport et autres factures
- La preuve du lien de rattachement de la personne à l'organisme coordinateur/partenaire du projet (contrat de travail, contrat de bénévolat, certificat RH...).

Pour les besoins spécifiques: avant tout achat informer le coordinateur !

- Les factures relatives aux coûts réels encourus, mentionnant le nom et l'adresse de l'organisme émetteur de la facture, le montant et la devise, ainsi que la date de la facture.
- La preuve du handicap (Carte d'invalidité).

Dans tous les cas pour les voyages depuis un lieu autre que celui de l'organisation d'envoi et/ou vers un lieu différent de celui de l'organisation d'accueil, en cas de modification de bande kilométrique, l'itinéraire effectif doit être justifié par des titres de transport ou toute autre facture spécifiant le lieu de départ et le lieu d'arrivée.