



Prot. 1399/E Titolo PROGRAMMA E
Data arrivo 4/3/2022
Data Partenza 4/3/2022

Partner Agreement

Partner Agreement

The present Agreement, drafted in the context of the ERASMUS+ programme governs the relationship between:

- **BIBRACTE**
Whose registered offices are at Centre archéologique européen, 58370 Glux-en-Glenne, France
Represented by Vincent Guichard, Director.

Hereinafter the "**Coordinator**",

And

- **ECOLE NATIONALE SUPERIEURE DE LA POLICE**
Whose registered offices are at Saint Cyr au Mont d'Or, France
Represented by Martine Coudert, Legal Representative
- **MICHAEL CULTURE**
Whose registered offices are in Brussels, Belgium
Represented by Stéphane Cagnot, Legal Representative
- **ASSOCIATION MUSEOMIX**
Whose registered offices are in Lyon, France
Represented by Fabrice Denise, Legal Representative
- **LYCEE FRANCO-HELLENIQUE EUGENE DELACROIX**
Whose registered offices are in Athens, Greece
Represented by Damien Ganier, Legal Representative
- **INSTITUTO DE EDUCACION SECUNDARIA ALBALAT**
Whose registered offices are at NAVALMORAL DE LA MATA, Spain
Represented by Carolina Molina Fernández, Legal Representative
- **ISTITUTO COMPRENSIVO ENNIO QUIRINO VISCONTI**
Whose registered offices are in Rome, Italy
Represented by Rossana Piera Guglielmi, Legal Representative
- **INS LA BISBAL**
Whose registered offices are at La Bisbal, Spain
Represented by Josep Mejías Ruiz, Legal Representative

Hereinafter the "**Partners**"

Hereinafter collectively referred to as the "**Parties**" and separately as "**Party**".

The Parties hereby agree as follows:

Article 1 – Scope of the Partner Agreement

Within the ERASMUS+ programme, the Coordinator and the Partners undertake to carry out the project and work programme as set out in the present Partner Agreement.

The herein Partner Agreement is subject to the general and special conditions of the Grant Agreement No. 2021-1-FR01-KA220-SCH-000032674 (hereinafter referred as to the “**Grant Agreement**”), concluded between the Coordinator and the Agence Erasmus+ France - Education & Formation as the national Erasmus+ agency (hereinafter the “**Agency**”) relating to the project entitled PITCHER, Project No. 2021-1-FR01-KA220-SCH-000032674 (hereinafter the “**Project**”). Such Grant Agreement is annexed hereto.

The Partners hereby declare having read in due time and having full knowledge of the Grant Agreement and expressly agrees to be bound by its terms, entirely. The total budget of the Project for the contractual period of 3 years covered by the Grant Agreement, all financing combined, is estimated at 345.150,00 EUR.

The present Partner Agreement constitutes the entire agreement and governs relations between the Coordinator and the Partners as well as their respective rights and obligations about their participation in the Project. The scope of the present Partner Agreement and the Project relating to it are set out in detail in the annexes, which form an integral part of this Partner Agreement and which each party declares to have read and approved.

The Partner Agreement - including the exhibits as stated above - prevails over any prior oral or written understanding or proposal, with respect to the subject matter herein, except for any prior confidential understanding between the Parties. The Agreement prevails over any terms of sell or any specific conditions from Partners deemed not valid and not effective at any time no matter when such terms of sell or specific conditions has been brought to the Coordinator’s knowledge.

Article 2 – Duration

The present Partner Agreement shall come into effect on **01-11-2021** for a period of 36 months and shall end on **31-10-2024**.

Article 3 – Obligations of the Coordinator

The Coordinator undertakes:

- To make the necessary arrangements for the preparation, coordination, execution and smooth running of the Project and its work programme, which is the subject of the present Partner Agreement, in accordance with the aims of the Project as set out in the Grant Agreement signed between the Agency and the Coordinator;
- To provide the Partners with copies of the official documents relating to the Project, such as the Grant Agreement between the Coordinator and the Agency as well as the various reports.
- To inform the Partners of any modifications made to Grant Agreement No. 2021-1-FR01-KA220-SCH-000032674.
- To define, together with the Partners, the roles, rights, and obligations of both Parties, including those relating to the allocation of intellectual property rights.

Article 4 – Obligations of the Partners

By executing the present Partner Agreement, the Partners agree to be bound by and fulfil all obligations belonging to the “Beneficiaries” arising from the special and general conditions of the Grant Agreement, as own obligations towards the Coordinator.

The Partners undertake, including particularly, but not limited:

- To make the necessary arrangements for the execution and smooth running of the Project and its work programme, which is the subject of the present Partner Agreement, in accordance with the aims of the Project as set out in the Grant Agreement signed between the Agency and the Coordinator.
- To comply with all the provisions arising from the special and general conditions of the Grant Agreement between the Coordinator and the Agency.
- To provide the Coordinator with any detailed information or document, including electronic format, requested by the Coordinator or any other outside body authorised by the Coordinator, to check that the Partners activities and the provisions of the present Partner Agreement and of the Grant Agreement are being properly implemented, and to make the Coordinator able to get the necessary information for the administration of the Project and the reporting to the Agency.
- To immediately inform the Coordinator in writing of any delay in providing the requested information and documents.
- To define, together with the Coordinator, the roles, rights, and obligations of both parties, including those relating to the allocation of intellectual property rights.

Article 5 – Financing

The total expenditure to be incurred by the Partners during the period covered by this Partner Agreement will amount in Euro

ENSP	52.920,00
MCA	55.080,00
Association Museomix	38.220,00
LFH Delacroix	33.300,00
IES Albalat	33.300,00
IC Visconti	39.090,00
INS La Bisbal	34.450,00

Article 6 – Payments

The Coordinator undertakes to make payments under this Partner Agreement to the Partners in line with the following schedule and payments forecast by the Grant Agreement No. 2021-1-FR01-KA220-SCH-000032674:

- **40%** of the finance amount within thirty (30) days after receiving the signed partner agreement and subject to pre-financing funds from the Agency are paid to the Coordinator;
- **40%** of the finance amount within thirty (30) days after receiving the second part of the financing amount from the Agency;
- The rest **20%** of the co-finance amount within thirty (30) days after approval of the final Project report and subject to the Coordinator receiving the last payment for the Project from the Agency.

**Article 7 – Bank Account**

The Coordinator undertakes to make the payments to the Bank Account specified by the Partners:

Account Holder:	ECOLE NATIONALE SUPERIEURE DE LA POLICE
Name of Bank:	Tresor Public
IBAN-Code:	FR76 1007 1690 0000 0010 1300 058
Reason for Payment:	PITCHER Project payment of the community grant

Account Holder:	Michael Culture Association
Name of Bank:	ING Belgium
IBAN-Code:	BE90 3630 2978 7932
Reason for Payment:	PITCHER Project payment of the community grant

Account Holder:	ASSOCIATION Museomix
Name of Bank:	La Banque Postale
IBAN-Code:	FR37 2004 1010 0715 9646 2H03 851 (BIC : PSSTFRPLYO)
Reason for Payment:	PITCHER Project payment of the community grant

Account Holder:	LYCEE FRANCO-HELLENIQUE EUGENE DELACROIX
Name of Bank:	ALPHA BANK SA
IBAN-Code:	GR8701401380138002002014274
Reason for Payment:	PITCHER Project payment of the community grant

Account Holder:	INSTITUTO DE EDUCACION SECUNDARIA ALBALAT
Name of Bank:	Unicaja Liberbank
IBAN-Code:	ES56 2048 1003 8034 0002 3666
Reason for Payment:	PITCHER Project payment of the community grant

Account Holder:	ISTITUTO COMPRENSIVO ENNIO QUIRINO VISCONTI
Name of Bank:	Banca Popolare di Sondrio, via di S. Giovanni in Laterano 51/A, 00184 Roma, Italy
IBAN-Code:	IT56 C056 9603 2240 0000 3141 X41
Reason for Payment:	PITCHER Project payment of the community grant

Account Holder:	INS La Bisbal
Name of Bank:	CAIXESBBXXX
IBAN-Code:	ES1121008136372300023008
Reason for Payment:	PITCHER Project payment of the community grant

Article 8 – Reports

The Partners shall provide the Coordinator with all necessary information and supporting documents for drawing up the two interim reports and final report according to the provisions of Grant Agreement No. 2021-1-FR01-KA220-SCH-000032674 no later than thirty (30) days before the foreseen submission date to the Agency.

Article 9 – Monitoring, Control and Right to audit

The Partners shall immediately give the Coordinator any information that the latter may require concerning the implementation of the Project as set out in this Partner Agreement.

The Partners shall keep at the disposal of the Coordinator all the original documents, which enables it to check that the said Project is being implemented or has been implemented, as well as store the same on any appropriate medium that ensures their safety, for a period of five (5) years from the date of the last payment specified in the Grant agreement.

The Partners agree that the Coordinator may audit Partners' accounts as regards the use made of the payments granted to the Partners, either directly by the Coordinator's staff or by any other outside body authorised to do so on its behalf. Such audit may be carried out throughout the period of implementation of the Project until the balance is paid and for a period of five (5) years from the date of payment of the balance. Where appropriate, the audit findings may lead to recovery measures by the Coordinator. The Partners undertake to allow the Coordinator's staff and outside personnel authorised by the Coordinator the appropriate right of access to the sites and premises of the Partner legal entities, and to all the information, including information in electronic format, needed to conduct such audits.

Article 10 – Rights of ownership

The Partners accept to be bound by the dispositions of the article "Ownership/Use of the Results" set out in the Grant Agreement between the Coordinator and the Agency. The Coordinator will provide the Partners with all information relating to the subject, including, among others, those which are in the Grant Agreement and its amendments, the official documents or in any correspondence.

Article 11 – Liability

The Partners shall guarantee the Agency, the Coordinator, and their staff against any action for compensation for damages occurring to third parties, including Project staff, resulting from the execution of this Partner Agreement, insofar as these damages are not due to a serious or intentional error on the part of the Agency, the Coordinator, or their staff. No party shall be liable to another for indirect or consequential loss or damages, such as but not limited to loss of profit, loss of revenue or loss of contracts.

The Partners are required to act and deliver any required information within or at the time stated in the Grant Agreement and shall be held liable for any consequences arising from his action and breach of its obligations.

If any compensation is requested by the Agency, the liability of a Party towards another Party under this Partner Agreement shall be as follows:

- When a compensation is requested individually to a Party because of a breach of the obligations arising from the Grant Agreement or the present Partner Agreement, the amount of the compensation is directly attributable to such defaulting Party.
- When a compensation is requested globally to several or all co-contracting Parties, and if it is possible to identify, individually, the defaulting Party (or Parties) that caused such a request, the amount of the compensation is directly attributable to the defaulting Party (or Parties based on their level of liability).
- When a compensation is requested globally to several or all co-contracting Parties, and if it is not possible to identify, individually, the Party (or the Parties) that caused such a request, the amount of the compensation is prorated according to the percentage of grant perceived by each Party under the Grant Agreement.

Any compensation payment is made on a provisional basis; any Party remains free to make any legal action to determine its respective shares of responsibility, in accordance with Article 13.



Article 12 – Termination of the Agreement

In the event of the non-performance by one Partner of any of the terms and obligations arising from this Partner Agreement or from the Grand Agreement, and independently of the consequences provided for by applicable law, this Partner Agreement may be legally terminated or annulled by the Coordinator, without needing to proceed with any further legal formality, if an official demand sent to the Partner concerned by registered letter is not complied with within one (1) month. The Partner shall inform the Coordinator immediately, providing him with all relevant information, of any event likely to prejudice the carrying out of this Partner Agreement.

The present Partner Agreement will also terminate automatically in the event of termination of the Grant Agreement by the Coordinator.

Article 13 – Jurisdiction

Where an amicable solution cannot be found, the court Tribunal administratif de Dijon shall have sole jurisdiction in any dispute between the contracting parties of this Partner Agreement.

The Law applicable to the present Partner Agreement is the Law of France.

Article 14 – Amendments and Additions to the Partner Agreement

Any modifications to this Partner Agreement may only be made by means of an additional clause signed for each party by the signatories of the present Partner Agreement.

Article 15 - Copies


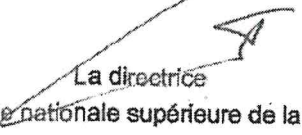
This agreement is made in two (2) copies of equal legal force, one (1) for each party.

Article 16 – Annexes



The following Annexes are attached and form an integral part of this Partner Agreement:


- Annex 1: Grant Agreement No. 2021-1-FR01-KA220-SCH-000032674;
- Annex 2: Project proposal with budget.

Signed in Bibracte, on 1 November 2021, in two (2) originals.


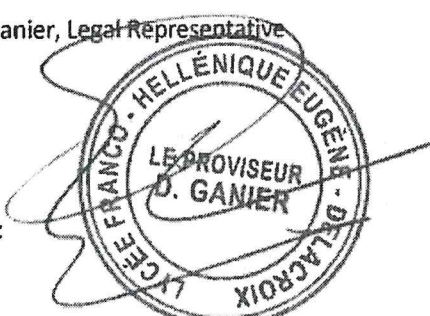
The Coordinator:	The Partner:
<p>BIBRACTE</p> <p>Vincent GUICHARD, Director</p> <p>BIBRACTE EPCC 58370 GLUX EN GLENNE Signature: Tél. 03 86 78 69 00 - Fax 03 86 78 65 70 SIRET 501 715 445 00018</p> 	<p>ECOLE NATIONALE SUPERIEURE DE LA POLICE</p> <p>Martine COUDERT, Legal Representative</p> <p>Signature:</p>  <p>La directrice de l'École nationale supérieure de la police</p>






The Coordinator:	The Partner:
<p>BIBRACTE</p> <p>Vincent GUICHARD, Director</p> <p>BIBRACTE EPCC Signature: 58370 GLUX EN GLENNE Tél. 03 86 78 69 00 - Fax 03 86 78 65 70 SIRET 501 715 445 00018</p> 	<p>Michael Culture Association</p> <p>Stéphane Cagnot, Legal Representative</p> <p>Signature:</p> 

The Coordinator:	The Partner:
<p>BIBRACTE</p> <p>Vincent GUICHARD, Director</p> <p>BIBRACTE EPCC Signature: 370 GLUX EN GLENNE Tél. 03 86 78 69 00 - Fax 03 86 78 65 70 SIRET 501 715 445 00018</p> 	<p>ASSOCIATION MUSEOMIX</p> <p>Fabrice Denise, Legal Representative</p> <p>Signature: </p>




The Coordinator:	The Partner:
<p>BIBRACTE</p> <p>Vincent GUICHARD, Director</p> <p>BIBRACTE EPCC Signature: 58370 GLUX EN GLENNE Tél. 03 86 78 69 00 - Fax 03 86 78 65 70 SIRET 501 715 445 00018</p> 	<p>LYCEE FRANCO-HELLENIQUE EUGENE DELACROIX</p> <p>Damien Ganier, Legal Representative</p> <p>Signature: </p> <p>LYCÉE FRANCO - HELLÉNIQUE EUGÈNE-DELACROIX BP 600 50 153 01 AGHIA PARASKÉVI ATHÈNES - GRÈCE</p>

The Coordinator:	The Partner:
<p>BIBRACTE Vincent GUICHARD, Director</p> <p>BIBRACTE EPCC 58370 GLUX EN GLENNE Tél: 03 86 78 69 00 - Fax 03 86 78 65 70 SIRET 501 715 445 00018</p> <p><i>h</i></p>	<p>INSTITUTO DE EDUCACION SECUNDARIA ALBALAT Carolina Molina Fernández, Legal Representative</p> <p> <i>CMF</i></p> <p>Signature:</p>

The Coordinator:	The Partner:
<p>BIBRACTE</p> <p>Vincent GUICHARD, Director</p> <p>BIBRACTE EPCC Signature: 58370 GLUX EN GLENNE Tél. 03 86 78 69 00 - Fax 03 86 78 65 70 SIRET 501 715 445 00018</p> 	<p>ISTITUTO COMPRENSIVO ENNIO QUIRINO VISCONTI</p> <p>Rossana Piera Guglielmi, Legal Representative</p> <p>Signature: </p>



The Coordinator:	The Partner:
<p>BIBRACTE</p> <p>Vincent GUICHARD, Director</p> <p>BIBRACTE EPCC Signature: 58370 GLUX EN GLENNE Tél. 03 86 78 69 00 - Fax 03 86 78 65 70 SIRET 501 715 445 00018</p> 	<p>INS LA BISBAL</p> <p>Jordi Ferrer Jofre, Legal Representative</p> <p>Signature:</p> 