

## HEY PEOPLE!

Engaging Young PEOPLE in communicating alternative gender roles in the labour market

Project number: 101087379

Call: CERV-2022-GE

### PARTNER AGREEMENT

This contract, drawn up under the Citizens, Equality, Rights and Value programme (CERV) of the European Union shall govern relations between

**Aretés soc. coop.**, hereafter named "*the Contractor*", represented by

**Mrs Simona MELLI, CEO**  
**Aretés soc. coop**  
**Via Emilia Ovest, 101**  
**41124 Modena (MO)**  
**Italy**

and

**PROVINCIA DI MODENA (PROV.MODENA)** hereafter named "*the Partner*", represented by **Gian Domenico Tomei, (President)**, ADDRESS **viale Martiri della Liberta 34 - 41121 Modena (MO)**

which have agreed to the following:

## Article 1 – Subject Matter of the Agreement

- 1.1 The European Union, represented by the European Commission, DG Justice and Consumers, has awarded a grant, under the terms and conditions set out in the Grant Agreement **101087379 – HEY PEOPLE – CERV-2002-GE** for an action with multiple beneficiaries for the project entitled **‘HEY PEOPLE! Engaging Young PEOPLE in communicating alternative gender roles in the labour market’**. The project is led by the contractor (coordinator) and both the contractor and the partner (co-beneficiary) commit themselves to carrying out the work programme covered by this agreement.
- 1.2 This partner agreement describes the areas of responsibilities and tasks of the Partner. There are also similar agreements between the Contractor and other partners.
- 1.3 The estimated eligible costs of the action for the contractual period referred to in the Grant Agreement are **€ 499.440,69**.
- 1.4 The grant reimburses **90%** of the action’s eligible costs. The maximum contribution from the DG to cover expenditure incurred by the members of the Partnership participating in the programme shall be **€ 449.496,58**.
- 1.5 The final 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 Guidelines for Administrative and Financial Management and Reporting, but shall, under no circumstances, give rise to a profit.
- 1.6 This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project under the Grant Agreement 101087379 – HEY PEOPLE – CERV-2002-GE passed between the European Union and the Contractor.
- 1.7 The subject matter of this contract and the related work programme are detailed in the annexes, which form an integral part of this contract and that each party declares to have read and approved.

## Article 2 - Duration

- 2.1 The project has a duration of 24 months and runs **from 1st of December 2022 until 30th of November 2024**. This agreement enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in Article 7.1.

2.2 The period of eligibility of costs starts 1<sup>st</sup> of December 2022 and ends on 30<sup>th</sup> of November 2024.

### **Article 3 - Obligations of the Contractor**

The Contractor shall undertake:

- 3.1. 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 European Union and the Contractor;
- 3.2 To notify and provide the Partner with any relevant amendment made to the Agreement concluded with the European Union;
- 3.3 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;

### **Article 4 – Obligations of the Partner**

The Partner shall undertake:

- 4.1 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 Grant Agreement 101087379 – HEY PEOPLE – CERV-2002-GE concluded between the European Union and the Contractor;
- 4.2 To comply with all the provisions of Agreement binding the Contractor to the European Union;
- 4.3 To communicate to the Contractor any information or document required by the latter that is necessary for the management of the project;
- 4.4 To accept responsibility for all information communicated to the Contractor, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.5 To define in conjunction with the Contractor, the role, rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

- 4.6 Inform the Coordinator immediately of any change likely to affect or delay the implementation of the action of which the Beneficiary is aware;
- 4.7 Inform the Coordinator immediately of any change in its legal, financial, technical, organisational or ownership situation or of its affiliated entities and of any change in its name, address or legal representative or of its affiliated entities;
- 4.8 The lists of participants who attended the online/onsite events organised under the project. It is important to get from participants their specific consent by a statement or by a clear affirmative action for processing and transferring their personal data to an external contractor responsible for the monitoring of the project. The Beneficiary has to be able to demonstrate that this consent was obtained;
- 4.9 All necessary documents in the event of audits, checks or evaluation;
- 4.10 Introduce a separate accounting system for identifying expenses using a specific project accounting code to record the expenses;
- 4.11 To ensure that the activities implemented by its structure do not conflict with the European and national policies and legislation and that any eventually necessary authorisations required have been obtained;
- 4.12 To attend the project steering committee meetings, participating in the smooth governance of the project and in the decision making according to the project internal regulations.

#### **Article 5 - Financing**

- 5.1 The total expenditure to be committed by the Partner for the period covered by this contract is estimated at **€ 47.816,16** (including all taxes and duties).
- 5.2 The DG Justice and Consumers contribution for the Partner shall be a maximum amount of **€ 43.034,54**.

#### **Article 6 - Co-financing**

- 6.1 The Partner's financial contribution to the project amounts to **€ 4.781,62**.

## Article 7 - Payments

7.1. The Contractor commits himself to carrying out payments, less any expenditure incurred on behalf of the Partner, relating to the subject matter of this contract to the Partner according to the achievement of the tasks and according to the following schedule:

**1<sup>st</sup> payment:** *30% upon receiving the signed contract between the beneficiary and the partner (€ 12.910,36).*

**2<sup>nd</sup> payment:** *20% upon development, implementation, and approval of scheduled activities, deliverables and outputs, and submission and approval of all required Narrative and Financial Report and supporting documentation useful for the submission of the **Progress Report** (€ 8.606,91).*

**3<sup>rd</sup> payment:** *20% upon development, implementation, and approval of scheduled activities, deliverables and outputs, and submission and approval of all required Narrative and Financial Report and supporting documentation; the payment will be made after **the submission of the Final Report** (€ 8.606,91).*

**Final payment:** *The balance will be paid once the partner's contractual agreements have been fully met and all the necessary supporting documentation is received; the **Final report** is approved; and the final instalment paid by the European Commission (up to a maximum of € 12.910,36).*

7.2 All payments shall be regarded as advances pending explicit approval by the European Union of the final report, the corresponding cost statement and the quality of the results of the project.

7.3 Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the DG Justice and Consumers final financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the Contractor in order for the Contractor to be able to fill out the Progress and Final Reports for the the Grant Agreement 101087379 — HEY PEOPLE – CERV-2002-GE concluded with the European Union.

7.4 If the European Union should request the repayment of contribution from the Contractor or should reduce of the final amount in the balance, the Contractor shall ask the Partner that has caused the irregularity resulting in repayment of the EU contribution unduly paid, according to the request of the European Union.

7.5 The Contractor holds the right to withhold or delay payment or ask for funds to be returned, if the Partner fails to deliver its assigned tasks at acceptable quality or if it fails to provide adequate evidence of financial expenditures, according to the European Commission regulations.

7.8 No changes can be made to the budget without timely request by Partner permission and approval by the Contractor after consultation with the European Union.

**7.9 Please take note of Article 22.2 of the Grant Agreement: all partners are jointly and severally liable for any repayments that may be requested by the European Union.**

#### **Article 8 - Bank account**

8.1 Payments to the Partner in relation to this grant agreement shall be made into the following way:

**PagoPA**

#### **Article 9 - Reports**

9.1 The Partner shall provide the Contractor with any information and document required for the preparation of the internal evaluation reports and of the **final report** and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **December 15<sup>th</sup> 2024** at the latest.

9.2 Financial and Narrative Reporting Schedule:

	<b>Reporting period</b>	<b>Deadline</b>
Report I	December 1 <sup>st</sup> 2022 to May 31 <sup>th</sup> 2023	June 15 <sup>th</sup> 2023

Report II	June 1 <sup>st</sup> 2023 to November 30 <sup>th</sup> 2023	December 15 <sup>th</sup> 2023
Report III	December 1 <sup>st</sup> 2023 to May 31 <sup>th</sup> 2024	June 15 <sup>th</sup> 2024
Report IV	June 1 <sup>st</sup> 2024 to November 30 <sup>th</sup> 2024	December 15 <sup>th</sup> 2024

**All the required Reports must include timesheets and all supporting evidence.**

**Article 10 - Monitoring and supervision**

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

10.2 The Partner shall make available to the Contractor any document making it possible to check that the aforementioned work programme is being or has been carried out.

**Article 11 - Liability**

11.1 Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this Agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.

11.2 The Partner shall protect the European Union, the Contractor and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract, to the extent that these damages are not due to the serious or intentional negligence of the European Union, the Contractor or their personnel.

**Article 12 - Termination of the contract**

12.1 The Contractor may terminate the contract 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.

12.2 The Partner shall immediately notify the Contractor, supplying all relevant information, of any event likely to prejudice the performance of this contract.

**Article 13 - Jurisdiction clause**

13.1 Failing amicable settlement, the Courts of Modena, Italy, shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.

13.2 The law applicable to this contract shall be the law of Italy.

#### **Article 14 - Amendments or additions to the contract**

14.1 Amendments to this contract shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this contract.

#### **Annexes**

- a) Grant Agreement **101087379 — HEY PEOPLE – CERV-2002-GE**
- b) Detailed budget relating to the Partner

Done at Modena (IT), in two copies.

For the **Contractor**,

The legal representative  
Mrs Simona MELI  
Aretés soc. cooperativa

For the **Partner**,

*Date:*

***Date:***