

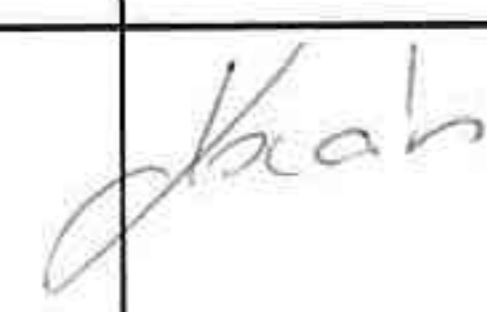



SAP azonosító: 3A200074

SZERZŐDÉSKÍSÉRŐ LAP

Szerződést kezdeményező szervezeti egység:	Nemzetközi, Politikai és Regionális Tanulmányok Intézete, Gazdaságföldrajz, Geoökonómia és Fenntartható Fejlődés Tanszék			
Szerződést kezdeményező iktatószáma:	62/PÁLY/2019-20.			
Szerződés partnere:				
Szerződés tárgya:	ReAct partnerségi megállapodás (támogatás)			
Szerződés összege:	60 999,63 EUR	ebből tárgyévi kötelezettség: 24 399,85 EUR ebből tárgyéven túli kötelezettség: .36 599,77 EUR		
Szerződés teljesítésének időtartama:	2020.01.01-2021.12.31			
Bevételi/Kiadást eredményező szerződés:	Bevétel (támogatás)			
Terhelendő/Jóváírást fogadó pénzügyi központ:	kölség hely igénylése folyamatban			
Egyéb (pályázati/támogatási forrás megnevezése, kifizetési határidő stb.):				
Szerződés kötelezettségvállalójának neve, elérhetősége:	Dr. Csicsmann László intézetvezető (csicsmann.laszlo@uni-corvinus.hu) Dr. Salamin Géza tanszékvezető (salamin.geza@uni-corvinus.hu)			
A szerződést kezdeményező ügyintéző neve, elérhetősége:	Tóth Judit (judit.toth2@uni-corvinus.hu)			
	Választás:	Név:	Aláírás:	
Kötelezettség vállaló tölti ki!	Szükséges előzetes engedélyek ¹	Dr. Csicsmann László		
	Rektori engedély: Szükséges – <u>Nem szükséges</u>			
	Kancellári engedély: Szükséges – <u>Nem szükséges</u>			
	Elnöki testületi engedély: Szükséges – <u>Nem szükséges</u>	Dr. Salamin Géza		
Közbeszerzési eljárás lefolytatásának szükségessége	Szükséges – <u>Nem szükséges</u>			
Utasítás szerint mintaszerződésnek minősül	igen – nem			
	Megjegyzés:	Név:	Aláírás:	
Illetékes jogi szervezeti egység tölti ki!	Jogi véleményezés			
	Adószakértői véleményezés			
	Adatkezelési véleményezés	Szükséges- <u>Nem szükséges</u>		
	Adat/információbiztonsági véleményezés	Szükséges- <u>Nem szükséges</u>		
Pályázati Pénzügyi Iroda/ Bevételi Pénzügyi Iroda/ Kiadási Pénzügyi Iroda/ KCGI pénzügyi ügyintéző tölti ki!	Nyilvántartásba vétel	1115		
Pénzügyi ellenjegyző tölti ki!	Véleményezés	Such Ildikó		

2020 JAN 23.

¹ A választást felkínáló mezőkben a szabályok szerint megfelelő szövegrészt szükséges aláhúzni.





Erasmus+

PARTNERS AGREEMENT

IDENTIFICATION OF THE PROJECT

PROJECT Nº.: 612903-EPP-1-2019-1-PT-EPPKA3-PI-FORWARD

Project Title: SELF-REFLECTION TOOLS FOR SMART UNIVERSITIES ACTING REGIONALLY

Under the Erasmus+ Programme

An agreement between the **Coordinator** and each **Partner** has to be signed before the beginning of the activities of the partnership as described in this agreement; it shall be annexed to the Grant Agreement nº. **612903-EPP-1-2019-1-PT-EPPKA3-PI-FORWARD**, signed between the project coordinator (**Associação Porto Business School (PBS) – U.Porto**) and the Education, Audiovisual and Culture Executive Agency, acting under powers delegated by the European Commission.

This agreement, shall govern relations between:

Associação Porto Business School (PBS) – U.Porto, hereafter named "the Coordinator", represented by **Ramon O'Callaghan Duch (Dean)**, with registered office at Avenida Fabril do Norte, no. 425, 4460-314, Matosinhos, Portugal, and with VAT number PT508541832,

and

Corvinus University of Budapest (CUB), hereafter named "*the Partner*", represented by **Dr. András Láncki**, rector and **Dr. Livia Pavlik**, chancellor, with registered office at **Fővám square 8, Budapest, Hungary H-1093**), and with VAT number **HU19156972**.

Which have agreed as follows:

Article 1/Subject

1. Having regard to the provisions of Regulation (EU) N^o. 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing 'Erasmus+': the Union programme for education, training, youth and sport, published in the Official Journal of EU N^o L 347/50 on 20/12/2013, the **Coordinator** and the **Partner** commit themselves to carrying out the work programme covered by this agreement and described in annex.
2. This work programme comes under the Grant Agreement n^o. **612903-EPP-1-2019-1-PT-EPPKA3-PI-FORWARD**, signed between the project coordinator (**Associação Porto Business School (PBS) – U.Porto**) and the Education, Audiovisual and Culture Executive Agency, acting under powers delegated by the European Commission, for the project **SELF-REFLECTION TOOLS FOR SMART UNIVERSITIES ACTING REGIONALLY**, which constitutes an annex to the present agreement.
3. The total eligible cost of the work programme abovementioned, all financing combined, is estimated at **664.393,00 EUR** (including all taxes and duties).
4. The grant shall be of a **maximum amount of 498.294,00 EUR** and shall take the form of a unit contribution of **498.294,00 EUR**, calculated via:
 - a) Actually incurred ("reimbursement of actual costs");
 - b) Declared on the basis of a flat rate of 7% of the eligible direct costs ('reimbursement of flat-rate costs') to cover the indirect costs.
5. The final financial contribution shall depend on the evaluation of the quality of the results and outcomes of the project implementation, pursuant to the rules laid down at Community level, particularly in the agreement concluded between the Coordinator and the EACEA and the Erasmus+ Guide book, but shall, under no circumstances, give rise to a profit.
6. This agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project under the Grant Agreement n^o. **612903-EPP-1-2019-1-PT-EPPKA3-PI-FORWARD**, signed between the project coordinator (**Associação Porto Business School (PBS) – U.Porto**) and the Education, Audiovisual and Culture Executive Agency, acting under powers delegated by the European Commission.
7. The subject matter of this agreement and the related work programme are detailed in the annexes, which form an integral part of this agreement and that each party declares to have read and approved.

Article 2/Duration

1. The project referred to in Article 1 has twenty four (24) months' duration, starting on **01/01/2020** and ending on **31/12/2021**.
2. This agreement enters into force on the date of signature by the last of both participating parties to the agreement and terminates at the moment of payment of the balance of the agreement, as mentioned in Article 6.1.
3. The period of eligibility of the costs and expenses, corresponds to the project duration, starting on **01/01/2020** and ending on **31/12/2021**.

Article 3/Obligations of the Coordinator

The Coordinator shall:

- i. take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this agreement and in its annexes, in accordance with the objectives of the project as set out in the Grant Agreement concluded between the Education, Audiovisual and Culture Executive Agency and the Coordinator;
- ii. send to the Partner a copy of the various reports and of any other official document concerning the project;
- iii. notify and provide the Partner with any amendment made to the Grant Agreement n^o. **612903-EPP-1-2019-1-PT-EPPKA3-PI-FORWARD** concluded with the Education, Audiovisual and Culture Executive Agency;
- iv. 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;
- v. comply with all the provisions of Grant Agreement n^o. **612903-EPP-1-2019-1-PT-EPPKA3-PI-FORWARD** binding the Coordinator to the Education, Audiovisual and Culture Executive Agency.

Article 4/Obligations of the Partner

The Partner shall:

- i. take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this agreement and in its annexes, in accordance with the objectives of the project as set out in the Grant Agreement n^o. **612903-EPP-1-2019-1-PT-EPPKA3-PI-FORWARD** concluded between the Education, Audiovisual and Culture Executive Agency and the Coordinator;

- ii. communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project;
- iii. accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
- iv. report in time the activities implemented/developed and the costs incurred, demonstrating, when applicable accordingly to the guidelines of the Erasmus+ programme and the Education, Audiovisual and Culture Executive Agency, evidences and supporting documents of the activities and costs incurred;
- v. 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/Financing

- 1. The total expenditure to be committed by the **Partner** for the period covered by this agreement is estimated at **81.332,84 EUR** (including all taxes and duties).
- 2. The Erasmus+ contribution for the **Partner** shall be a maximum amount of **60.999,63 EUR**.

Article 6/Payments

- 1. The **Coordinator** commits himself to carry out payments relating to the subject of this agreement to the **Partner** according to the achievement of the tasks and according to the following schedule:
 - i. 1st payment: within 30 calendar days of the signing of the partners agreement between the Coordinator and the Partner and when the first payment is received by the Coordinator (40% of the amount specified in 5.2.) from the Education, Audiovisual and Culture Executive Agency;
 - ii. 2nd payment: within 30 calendar days after the approval of the interim report by the Education, Audiovisual and Culture Executive Agency and when the second pre-financing is received by the Coordinator (40% of the amount specified in 5.2.) from the Education, Audiovisual and Culture Executive Agency, and if the partner has used at least 70 % of the previous pre-financing instalment paid
 - iii. Final payment: within 60 calendar days after the approval of the final report by the Education, Audiovisual and Culture Executive Agency and when the final payment is received by the Coordinator (Amount specified in 5.2 minus previous payments).
- 2. All payments shall be regarded as instalments pending explicit approval by the Education, Audiovisual and Culture Executive Agency of the final report, the corresponding cost statement and the quality of the results of the project.

3. Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the Erasmus+ financial contribution to the amount required to balance revenue and expenditure. The Partner that have incurred in any revenue shall declare it and communicate it to the Coordinator in order for the Coordinator to be able to fill out the reports.
4. The final payment as mentioned in Article 6.1 can be adapted to take into account the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure.

Article 7/Bank account

Official Name of Account Holder: Corvinus University of Budapest

Bank: OTP Bank

Bank Address: Nádor street 6, Budapest, Hungary H-1051

Account:

SWIFT code: OTPVHUHB

IBAN: HU92 11784009-22229896-00000000

Article 8/Reports and relevant deadlines

1. The reporting scheme includes 2 internal annual reports, one external/official interim report and one official final report, allowing a proper monitoring of the project implementation and expenditures.
2. The Partner commits itself in delivering in time to the Coordinator all the necessary information and support documents or evidences concerning the activities implemented and costs incurred and required for the analysis of the information received and preparation of the reports. Where appropriated, copies of all the necessary supporting documents completed and signed "as true copies of the original" by the legal representative of the Partner shall be send.
3. The following reports will be necessary:
 - i. 1st internal progress report covering the period from 01.01.2020 to 30.11.2020 shall be provided to the Coordinator at the latest by 15.12.2020 (official interim report to be send to the EACA by the Coordinator);

- ii. final internal progress report covering the period from 01.01.2020 to 31.12.2021 shall be provided to the Coordinator at the latest by 15.01.2022 (official final report to be send to the EACA by the Coordinator).

Article 9/ Monitoring and supervision

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 agreement.
2. The Partner shall make available to the Coordinator any document making it possible to check that the aforementioned work is being or has been carried out.
3. The Partner shall provide the Coordinator with any information and document required from the Education, Audiovisual and Culture Executive Agency to the Coordinator in case an audit is required for the project. The Partner will keep all evidences, documents and information for 5 years after the finalization of the project.

Article 10/ Liability

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.
2. The Partner shall protect the Education, Audiovisual and Culture Executive Agency, the Coordinator and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this agreement, to the extent that these damages are not due to the serious or intentional negligence of the Education, Audiovisual and Culture Executive Agency, the Coordinator or their personnel.

Article 11/Termination of the agreement

1. The Coordinator may terminate the agreement if the Partner has inadequately delivered or failed to deliver any of the contractual obligations, if it is not due to *force majeure*, and after notification of the Partner through a registered letter that has remained without answer 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 agreement.

Article 12/ Jurisdiction clause

1. Failing amicable settlement, the Courts of Portugal shall have sole competence to rule on any dispute between the contracting parties in respect of this agreement.
2. The law applicable to this agreement shall be the Portuguese Law.

Article 13/ Amendments or additions to the agreement

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

Annexes

1. Grant Agreement N^o. **612903-EPP-1-2019-1-PT-EPPKA3-PI-FORWARD** and its annexes signed between the coordinator and the Education, Audiovisual and Culture Executive Agency
2. Proposal submitted to the Education, Audiovisual and Culture Executive Agency and approved where each partner responsibilities are clearly defined (note that official budget of the project is the one included in the Annex III – Grant Agreement).

Done at Porto, in two copies.

For the **Coordinator,**

Signature and Stamp

Ramon O'Callaghan Duch/Dean

Date: *5/03/2020*

**Associação Porto Business School
(PBS) - U. Porto**

NIF. 508 541 832

For the **Partner,**

Signature and Stamp

Dr. András Láncki **Dr. Lívia Pavlik**
rector chancellor

Date:

Pénzünyvileg ellenjegyzem:
Szerzői Jogi Könyvtár

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