

“Development of an integrated innovative approach - consisting of a right mixture of prevention, intervention and compensation measures - to fill the gap between low-level secondary or vocational education and the labour market.(HanDS)”

2016-1-NL01-KA201-022904

Stichting Surplus

and

Vakschool het Diekman

and

Ten R. Righetti

and

Entwicklungsgesellschaft Energiepark Luasitz GmbH (EEPL)

CONSORTIUM AGREEMENT

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Stichting Surplus

Lasondersingel 133, 7514 BP Enschede, Tel. 0532068200, Kvk nr 08097641

CONSORTIUM AGREEMENT

BETWEEN

Stichting Surplus, a non for profit organisation registered under the Laws of The Netherlands and offices in Lasondersingel 133, Enschede, hereinafter referred to as the “**Coordinator**” and lawfully represented by its Director, Mr. Jack ten Haaf.

and

Vakschool het Diekman, an organisation registred under the law of The Netherlands with ID no 08102946 having its registered office in Enschede referred to hereafter as the “**Partner**” and lawfully represented by its Headmaster, Eildert Vuurboom.

and

Istituto Superiore Ten R, Righetti, an organisation registred under the law of Italy with ID no ... having its registered office in Melfi referred to hereafter as the “**Partner**” and lawfully represented by its Headmaster,

and

Entwicklungsgesellschaft Energiepark Luasitz GmbH (EEPL) an organisation registred under the law of Germany with ID no having its registered office in Finsterwalde referred to hereafter as the “**Partner**” and lawfully represented by its director Mirko Freigang.

WHEREAS

A Consortium composed by Stichting Surplus (The Netherlands) – leading organisation, Het Stedelijk Lyceum (The Netherlands), Istituto Superiore Ten R. Righetti (Italy) and Entwicklungsgesellschaft Energiepark Luasitz GmbH (EEPL)(Germany), hereinafter referred to as “Consortium”, has been created with the sole purpose of implementing the Project, launched by Nationaal Agentschap Erasmus+ Onderwijs & Training, hereinafter called “**Contracting Authority**”, “*Development of an integrated innovative approach - consisting of a right mixture of prevention, intervention and compensation measures - to fill the gap between low-level secondary or vocational education and the labour market.(HanDS)*” - 2016-1-NL01-KA201-022904 hereinafter called the “**Project**”.

The following are hereby agreed, stipulated and mutually accepted between the Coordinator and the Partners:

Article 1- Purpose

- i. The purpose of this agreement is to establish common procedures to implement the Project, as it is defined in the Submitted Application. In implementing the Project, the Parties will strive to maximise the Project’s outcomes by making extensive use of their capacities.
- i. The accomplishment of the Project’s contract with the Contracting Authority (hereinafter called the “**Main Contract**” has priority over all other purposes and aspects.
- ii. The above mentioned Application with the partners’ mandates, the Main Contract with its annexes, the Budget and the “Summary Annex III –Financial and Contractual Rules” are part of this Consortium Agreement.

Article 2 - Duties and Responsibilities

i. The work shall be carried out in accordance with all the terms and conditions set down in the abovementioned project documents and in this Agreement, together with the following annexes forming an integral part of this Agreement:

- Annex 1 Application and mandates
- Annex 2 Main Contract with its annexes
- Annex 3 Budget
- Annex 4 Summary Annex III –Financial and Contractual Rules

ii. The Parties of the hereby contract shall be responsible for the actions of their staff, they individually agree to maintain adequate insurance coverage to provide reasonable protection against all claims, liabilities, damages and causes of action arising out of or attributable to the performance of the contract service caused by any errors, omissions or acts in connection with the project attributable to the Consortium.

iii. The Parties shall indemnify and hold the Consortium harmless against any claims, liabilities, damages, causes of action (including costs, reasonable attorney's fees and amounts actually paid in reasonable settlement thereof, as long as the other Parties has been consulted and agrees in writing to such settlements) which is or are sustained as a result of any of the Parties' acts, errors or omissions, conduct or actions of any character whatsoever.

iv. In the event that the Contracting Authority orders changes or additions to the work, the Consortium shall agree who shall be responsible for the execution thereof. However, the Parties shall not accept or commit themselves to accept such changes or additions without the knowledge and consent in writing of the Consortium.

v. The Parties do not have the authority to make any commitments outside of the normal course of business of the Consortium in name or on behalf of the Consortium, unless such authority is specifically conveyed in writing.

Article 3 - Obligations of the Coordinator and the Partners

The obligations of the Coordinator are as follows:

- a) The Coordinator will represent the Consortium against third parties and the Contracting Authority. The Coordinator will conduct the negotiations and correspondence with the Contracting Authority as may be required;
- b) The Coordinator will be responsible for the overall organisation and monitoring of the activities in professional and administrative respects;
- c) The Coordinator will be responsible for Reporting to the Contracting Authority integrating the inputs of other Parties, if any;
- d) The Partners assist in the technical management of the Project, if requested and within the limitations of normal contract obligation.
- e) Each Partner undertakes to promptly supply the Lead Partner with all such information or documents required in connection with the Project;
- f) Each Partner undertakes to promptly perform the tasks assigned to it in the workplan and to promptly make available rights and information to other Partners in accordance with the terms and conditions set out in this Agreement;
- g) In supplying any information or materials to any of the other Partners hereunder, each Partner undertakes to use all reasonable endeavours to ensure the accuracy thereof and in the event of any error therein, promptly on notifying to correct the same.

Article 4 - Financial Administration and Accounting

- i. It is agreed that Annex 3 “Budget” has to be considered as division of the budget over the partners.

- ii. The Coordinator shall:
 - Be responsible for the financial administration of the Project and shall maintain separate accounts for the Project and the Partners
 - Submit applications for payments to the Contracting Authority according to the Main Contract
 - Distribute payments received from the Contracting Authority within one month from the date of receipt of invoices of the Other partners.only
- iii. All payments will be subject to the timely delivery of Project deliverables.
- iv. The Partners’ final invoice shall only be submitted after conclusion of all activities of the Partners within the Project, and to the Contracting Authority’s satisfaction.
- xv. Payments shall be made in Euro to the Partners’ bank accounts:

Acct holder: Stedelijk Lyceum Account Number: SWIFT: IBAN: Bank Address:
Acct holder: Istituto Ten R. Righetti Account Number: SWIFT: IBAN: Bank Address:
Acct holder: EEPL Account Number: SWIFT: IBAN: Bank Address:

Article 5 - Outside Activities

Nothing contained in this Agreement shall prevent any Party from carrying on its business for the sole interest and profit outside of the Project, unless this would have an unfavourable influence or effect on the Project.

Article 6 - Third party beneficiaries

This Agreement is exclusively for the benefit for the *Parties* hereto and shall not be interpreted or constructed as conferring, either directly or indirectly, any rights or causes of action upon any person or entity that are not a party of the Agreement.

Article 7 - Failure of a Party to fulfil his obligations

In case of any difficulty, delay or failure of any Party in fulfilling its obligations in whole or in part under this Agreement a bilateral meeting shall be convened without delay and any consequence of such difficulty, delay or failure shall be determined in the meeting.

Article 8 - Insolvency

In the event of insolvency of any Partner, the other Partners are hereby irrevocable constituted and appointed attorneys-in-fact for such insolvent Partner to act for it in all matters affecting performance of the Main contract

Article 9 - Duration of the Agreement

- i. The Agreement shall be valid from the date it is signed. A copy of the Main Contract with the Client will be provided to the Partner following signature of the contract.
- ii. The Agreement shall remain in force until all responsibilities of the Consortium towards the Contracting Authority have been fulfilled and all accounts with the Contracting Authority and among the Parties have been settled.

Article 10 - Integrated Agreement

This Agreement represents and constitutes the entire agreement between the Coordinator and the Partner and shall not be explained, modified or contradicted by any prior or contemporaneous negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Parties. Any amendment to this agreement shall be negotiated in good faith.

Article 11 - Governing Law and Dispute Resolution

- i. The validity and interpretation of this Agreement and the legal relations of the Parties shall be governed by the law of The Netherlands
- ii. All disputes in connection with this Agreement shall be settled amicably in the first instance, judged by equity.
- iii. Any dispute arising in connection with or arising out of the existence, validity, construction, performance and execution of the Agreement (or any terms thereof) which is not amicably solved between the Parties within thirty (30) days from the notification of its claim by the most diligent Party to the other Party should be put under the exclusive jurisdiction of the Courts of Almelo with Netherlands law applicable. Any controversy, claim or dispute otherwise arising out of or in connection with this Agreement or breach thereof shall be finally settled by arbitration in Almelo.

Signatures:

For the Coordinator

For **Het Stedelijk Lyceum/Istituto Superiore
Ten R, Righetti/EEPL GmbH**