

PARTNERSHIP AGREEMENT

(the 'Agreement')

COSPE – Cooperazione per lo Sviluppo dei Paesi Emergenti Onlus,
Address: 10 Via Slataper, 50134 Firenze, Italy,
represented by Mrs Francesca Pieraccini as General Director
(Hereinafter referred to as 'COSPE')

of the one part,

And

Mesogeiako Grafeio Plioforisis gia o Perivalon Ton Politismo Kai Tin Aeiforo Anaptixi
Mediterranean Information Office for Environment Culture and Sustainable Development
Astiki mi Kerdoskopiki Etaireia
Registration N°: 000000342715
Kyrristou 12
10556 Athina
Greece
VAT °: EL097813422
(Hereinafter referred to as 'MIO-ECSDE')

of the other part,

(the 'parties')

within the project: «**YOU(th) CARE for CHANGE: Engaging new generations on innovative, joint and multidimensional actions addressing the Global Challenges** »
(hereinafter referred to as "the Project")

regulated by the Grant Contract Ref: NDICI CHALLENGE /2023/448-254 signed with the European Commission on the 15th of December 2023,
(hereinafter referred to as "the Grant Contract"),

financed by the European Commission, Directorate G - Human Development, Migration, Governance and Peace (INTPA G), Youth, Education and Culture (INTPA G 03),
(hereinafter referred to as 'the Contracting Authority')

have agreed as follows:

1. SECTION 1 - OBJECTIVES

1.1. Objective of the Agreement

Through this Agreement, COSPE and MIO-ECSDE commit to jointly implement the Project "YOU(th) CARE for CHANGE: Engaging new generations on innovative, joint and multidimensional actions addressing the Global Challenge", as described in Annex I to the Grant Contract.

The Agreement identifies the main responsibilities of each party in ensuring a proper, effective and efficient project management, in accordance with the EU regulations on the matter and the Grant Contract. The Project documents, including the Description of the Action (Annex I to the Grant Contract), the Logframe (Annex Ia to the Grant Contract), the General Conditions (Annex II to the Grant Contract), the Budget (Annex III to the Grant Contract) and the other Annexes to the Grant Contract, constitute an integral part of this agreement.

1.2. Spirit of cooperation of the Agreement

In signing the present Agreement, the parties acknowledge the respective experiences and express their intention to work in partnership, ensuring a continuous sharing of project elements and a direct involvement in the implementation of planned activities. This document reflects COSPE's and MIO-ECSDE's commitment towards the values of mutual respect, transparency, mutual trust, honesty, willingness to mutual learning and valorisation of respective diversities, as guiding principles in the implementation of the Project.

In order to make the partnership effective and transparent, the parties reaffirm their will to exchange and learn from each other and encourage the sharing of experiences, knowledge and learning opportunities.

For this purpose, the parties commit to:

- I. regularly exchange relevant information related to the implementation of the Project,
- II. inform each other about contacts with other co-applicants and about existing relevant issues and concerns related to the Project performance,
- III. ensure equal representation to all co-applicants within the consortium and ensure that no unilateral decision will be taken by any organization in the framework of the Project.

Finally, through this agreement, the Parties confirm their engagement towards the fulfilment of Project's objectives, as thoroughly described in the Description of the Action (Annex I to the Grant Contract), the Logframe (Annex Ia to the Grant Contract) and briefly reported below:

Impact (Overall objective):

Contributing to reinforce the active citizenship and engagement of the Next Generation of Global Care takers for a common European and Mediterranean Future.

Outcomes (Specific objectives):

Specific O1:

Empowering youth organizations, groups and local communities in the European and Mediterranean territories to engage, co-design and implement Global Care Agendas and Actions on socio- ecological transition, adopting a multidimensional perspective to address complexity towards a common change

Specific O2:

Strengthening gender equity in the European and Mediterranean territories and increasing gender-responsive leadership and monitoring network within youth organizations, groups, and local communities

1.3. Implementation period of the Action

This Agreement shall enter into force on the date when the second of the two parties signs it.

Implementation of the Action shall begin on the 16th of December 2023.

The implementation period of the Action is **40 months**.

The execution period of this Agreement shall end when MIO-ECSDE has discharged in full its obligations toward COSPE according to this Agreement and when the parties and the other Beneficiaries have discharged in full their obligations toward the Contracting Authority according to the Grant Contract (Annex A).

The provisions related to Access Rights, Confidentiality, Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Partnership Agreement as agreed in respective clauses.

Termination shall not affect any rights or obligations of a Party leaving the Partnership incurred prior to the date of termination, unless otherwise agreed between the Steering Committee and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

2. SECTION 2 – MANAGEMENT OF THE PROJECT

Both parties commit to **respect the general and specific conditions laid down by the donor** in the Grant Contract.

A **shared management structure detailing the roles and responsibilities of each project partner will ensure the effective implementation of Project**, as described in the following articles of the present Agreement.

2.1 Role and functions of COSPE

The parties commit to implement the Project according to the criteria of equity and transparency, through a joint management system and shared procedures oriented to guarantee the accomplishment of the expected results and objectives. The Agreement lays down **project management rules for co-applicants** as a framework for the implementation of planned activities, as described in the project document approved by the EU and briefly reported below.

Expected outputs and related activities:

OUTPUT O.1.1 CARE Agendas and Toolkit: *Euro-Mediterranean youth organisations share knowledge, experiences and skills for co-designing diversity sensitive and eco-durable tools in a gender perspective to analyse, raise awareness and coach actions addressing Global Care.*

A1.1.1 Mapping and participatory analysis of youth associations, agendas and initiatives oriented to diversity and socio-economic in the target Countries with also attention to women rights/gender equality

A1.1.2 Capacity building / training (virtual and face-to-face) for youth associations also on women rights/gender equality related to the main themes of the project

A1.1.3 YOU(th) CARE Campus to build a learning platform and share digital tools with a gender perspective

A1.1.4 Organization of meetings to build local/thematic YOU(th) CARE Agendas

OUTPUT O.1.2 CARE Actions: *Euro-Mediterranean youth organisations, collectives and communities elaborate and carry out pilot territorial initiatives targeting social and ecological transition, selected, funded and technically accompanied*

- A1.2.1 Co-design calls for pilot actions in line with the priorities of the YOU(th) CARE Agendas
- A1.2.2 Funding and technical coaching for pilot youth CARE Actions
- A1.2.3 Participatory, gender and community impact assessment of pilot YOU(th) CARE Actions

OUTPUT O.1.3 CARE Voicing: Euro-Mediterranean youth networks activate synergies and exchanges at the Mediterranean level to amplify and multiply co-responsibility, youth engagement and mobilization

- A1.3.1. Networking, clustering and capitalization among pilot YOU(th) CARE Actions, campaigns and ECG actions and other MED initiatives (subgrants)
- A1.3.2. Youth Euro-Mediterranean Assembly space
- A1.3.3. Multimedia storytelling for the collection and dissemination of good practices coming from youth pilot projects
- A1.3.4. International YOU(th) CARE Forum on YOU(th) CARE Actions for global changes

OUTPUT O.2.1 CARE Gender Lens: Euro-Mediterranean youth organisations adopt tools and strategies to promote women rights and gender perspective in their actions

- A2.1.1 Intergenerational dialogues (on site and online) among youth associations and collectives on women's rights and gender equity
- A2.1.2 Participatory territorial and international women youth meetings on women's empowerment and rights and gender mainstreaming of YOU(th) CARE agendas

OUTPUT O.2.2 CARE Gender Keepers: Euro-Mediterranean youth feminist organisations and collectives become watchdogs of the adoption of a gender perspective in initiatives and institutional decisions affecting the Global Change

- A2.2.1 Capacity building / training (virtual and face-to-face) for feminist youth associations and collectives on advocacy and campaigning on women's rights and gender equity
- A2.2.2 Women Youth territorial gender keepers/watchdogs workshops investigating and advocating on the nexus between gender equality and economic and ecological transition.
- A2.2.3 Women Youth Med Forum and Campaign on gender equality and economic and ecological transition

As lead applicant, COSPE is responsible for the overall coordination, management and implementation of the Project and agrees to undertake the following functions and responsibilities within the Project:

- a) coordination and supervision of the project (general management of activities and administration), in collaboration with the network of co-applicants;
- b) implementation of planned field activities and actions, in collaboration with co-applicants and the project staff, as detailed in the Description of the Action;
- c) institutional representation of the Project and official communications with the EU;
- d) selection and recruitment of project staff under its direct responsibility (n. 1 Project Manager, n. 1 Project Officer, n. 3 Country based focal points, n. 1 Financial manager, n. 1 Financial Officer, n. 1 MEAL Manager, n. 1 Procurement manager) and overall supervision of assigned activities;
- e) coordination of the following activities: A1.2.1 Co-design calls for pilot actions in line with the priorities of the YOU(th) CARE Agendas; A1.2.2 Funding and technical coaching for pilot youth CARE Actions; A1.2.3 Participatory, gender and community impact assessment of pilot YOU(th) CARE Actions
- f) provision of technical support to the activities: A1.1.1 Mapping and participatory analysis of youth associations, agendas and initiatives oriented to diversity and socio-economic in the target

- Countries with also attention to women rights/gender equality; A1.1.2 Capacity building / training (virtual and face-to-face) for youth associations also on women rights/gender equality related to the main themes of the project; A1.1.3 YOU(th) CARE Campus to build a learning platform and share digital tools with a gender perspective; A1.1.4 Organization of meetings to build local/thematic YOU(th) CARE Agendas; A1.3.1 Networking, clustering and capitalization among pilot YOU(th) CARE Actions, campaigns and ECG actions and other MED initiatives (subgrants); A2.1.1 Intergenerational dialogues (on site and on line) among youth associations and collectives on women's rights and gender equity; A2.1.2 Participatory territorial and international women youth meetings on women's empowerment and rights and gender mainstreaming of YOU(th) CARE agendas; A2.2.1 Capacity building / training (virtual and face-to-face) for feminist youth associations and collectives on advocacy and campaigning on women's rights and gender equity.
- g) participation in the following activities: A1.3.2. Youth Euro-Mediterranean Assembly space; A1.3.3. Multimedia storytelling for the collection and dissemination of good practices coming from youth pilot projects; A1.3.4. International YOU(th) CARE Forum on YOU(th) CARE Actions for global changes; A2.2.2 Women Youth territorial gender keepers/watchdogs workshops investigating and advocating on the nexus between gender equality and economic and ecological transition; A2.2.3 Women Youth Med Forum and Campaign on gender equality and economic and ecological transition.
 - h) overall communication and visibility of the project;
 - i) monitoring and evaluation of the project progresses, in cooperation with the co-applicants;
 - j) overall financial and administrative responsibility of the Project, elaboration and submission to the EU of narrative and financial reports, based on the information provided by all co-applicants (as specified in paragraph 2.10);
 - k) development and implementation of the co-financing strategy of the Project, for the quota of budget under its direct responsibility.

2.2. Role and functions of MIO-ECSDE

As Beneficiary of the Grant Contract, MIO-ECSDE is responsible for carrying out the specific project activities and the administrative rules and procedures for the correct, proper and uniform management of the Action, according to the Grant Contract and the Project Documents and agrees to undertake the following functions and responsibilities within the Project:

- a) selection and recruitment of project staff under its direct responsibility (n. 1 Country based focal point, n. 1 Financial Officer; n. 1 Project Officer) and overall supervision of assigned activities;
- b) co-coordination of the Working Package O.1.3 CARE Voicing (in collaboration with MDI, HREYN and OJA); collaboration to the Working Package O.2.1 CARE Gender Lens (together with COSPE and MDIG);
- c) coordination of the following activities: A1.3.1. Networking, clustering and capitalization among pilot YOU(th) CARE Actions, campaigns and ECG actions and other MED initiatives (subgrants); A1.3.2. Youth Euro-Mediterranean Assembly space; A1.3.3. Multimedia storytelling for the collection and dissemination of good practices coming from youth pilot projects; A1.3.4. International YOU(th) CARE Forum on YOU(th) CARE Actions for global changes;
- d) co-coordination and responsibility for the implementation of all the project activities in Greece;
- e) provision of technical support to the activities: A2.1.1 Intergenerational dialogues (on site and on line) among youth associations and collectives on women's rights and gender equity; A2.2.1 Capacity building / training (virtual and face-to-face) for feminist youth associations and collectives on advocacy and campaigning on women's rights and gender equity; A2.2.2 Women Youth territorial gender keepers/watchdogs workshops investigating and advocating on the nexus

- between gender equality and economic and ecological transition; A2.2.3 Women Youth Med Forum and Campaign on gender equality and economic and ecological transition;
- f) participation in the development and implementation of the communication and visibility strategy of the project;
 - g) monitoring and evaluation of the project progress in cooperation with COSPE;
 - h) sound financial management of the funds under its direct management, by using an appropriate accounting and double-entry bookkeeping system through which expenditures and receipts relating to the Project are easily identifiable and verifiable;
 - i) consistent application of the Project financial guidelines (Annex C);
 - j) submission of both financial and narrative reports and related supporting documents to COSPE, as detailed in paragraph 2.10, for staff and activities within its area of intervention;
 - k) reacting promptly to any request of COSPE, the Auditor or the Contracting Authority;
 - l) development and implementation of the co-financing strategy of the Project, for the quota of budget under its direct responsibility.

MIO-ECSDE share with COSPE the responsibility in ensuring the success, sustainability and effectiveness of the Project, with a view to achieving the expected results, as described in the project document and its annexes.

2.3. Relations with third-parties

COSPE is responsible for the overall communications with the EU regarding the Project.

COSPE and MIO-ECSDE adopt a collaborative spirit when engaging with local authorities and other institutional actors.

In case MIO-ECSDE has affiliated entity/ies, indicated as **Affiliated Entity/ies** by the Grant Contract, costs incurred by such entity/ies may be eligible, provided that they satisfy the same conditions under Articles 14 and 16 of the Annex II to the Grant Contract, and that MIO-ECSDE ensures that Articles 3, 4, 5, 6, 8, 10 and 16 of the Annex II to the Grant Contract are also applicable to the entity/ies.

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations under this Partnership Agreement.

In case of cooperation with third parties, including subcontractors, the Party concerned shall remain the sole responsible party for all its obligations under this Partnership Agreement.

The Parties do not have the right to transfer their rights and obligations to third parties under this Partnership Agreement.

Any subcontracts with third parties shall be concluded according to the procurement rules. The subcontracting among Partners is not allowed.

2.4. Operational management of the project

To ensure the setup of internal procedures for monitoring and evaluation, in compliance with the directions set in the project document, COSPE, MIO-ECSDE and the other members of the consortium contribute to the establishment of the operational management structure of the project.

The **Steering Committee (SC)** will meet at least once per year, will be responsible for planning, guiding, evaluating and, when appropriate, verifying and adjusting the Project plan. The SC shall comprise one representative for each Applicant and co-applicants. Participation in presence is mandatory for all Beneficiaries (except for pre-communicated reasons) representatives and associates may participate

remotely. Additional meetings of the Steering Committee might be organized online to deal on specific (and possibly urgent) issues related to the Project.

The **Coordination Unit (CU)**, will meet at least once per month in order to ensure the detailed planning, operational management and methodological consistency of project activities. It will be composed by the team of Project Officers (representing Applicant and co-applicants), the Project Financial Manager and, when needed, the Country focal Persons from the Applicant, co-Applicants and Affiliated entities. Local staff will be constantly involved in project planning and management at local, regional and national level. Internal training sessions on the data collection system will be organized in order to monitor and assess the impact of the project.

The **Youth Supervisory Unit (YSU)** will coordinate with the CU, supporting evaluation and decision-making throughout the project implementation, based on a youth perspective. The YSU shall comprise representatives of the co-applicants GIOSEF, HREYN and OJA, in addition to representatives of affiliated Youth Organisations and the associated entities Fridays for Future. YSU shall meet on a regular basis, at least bi-monthly.

2.5. Financial management of the project

The total Project budget is detailed in the Annex III to the Grant Contract. The Parties commit themselves to the respect of the rules of eligibility contained in the Annex II to the Grant Contract.

2.5.1 – Assigned budget to MIO-ECSDE

The total eligible costs of MIO-ECSDE are estimated at EUR 602.003,40.

The Contracting Authority undertakes to finance a maximum amount of EUR 541.803,06, equivalent to the 90% of the budget.

The budget assigned to MIO-ECSDE is detailed in Annex B.

Any amendment of the Budget shall be performed under prior approval of COSPE.

The **final amount of the EU contribution** shall be determined in accordance with Articles 14 and 17 of Annex II to the Grant Contract.

The 7% of the final amount of direct eligible costs of the Action under its direct responsibility, established in accordance with Articles 14 and 17 of Annex II to the Grant Contract, may be claimed by MIO-ECSDE as **indirect costs**, up to a maximum amount of EUR 39.383,40.

2.5.2 – Co-financing

MIO-ECSDE undertakes to co-finance the 10% of its quota of the budget, through sources other than EU grants and funding.

Any contributions in kind do not represent actual expenditure and are not eligible costs. Contributions in kind may not be treated as co-financing by Parties, as well.

COSPE and MIO-ECSDE share with the other Project Beneficiaries the responsibility for assuring the amount of co-financing requested for the global implementation of Project, corresponding to 470.000,00 EUR (10% of the total amount of the Budget for the Action).

2.6. Reporting and payments arrangements

Subject to receipt of funding by the Contracting Authority, COSPE will transfer the funds to MIO-ECSDE, up to the 90% of the budget under its direct responsibility (EU contribution), to the following bank account:

Bank account holder: Mediterranean Information Office for Environment Culture and Sustainable Development (MIO-ECSDE)

Bank name: ALPHA

Bank Address: 6 Fillelinon Str. 105 57 Athens

Bank Account number: GR8901401770177002320000120

Swift code: CRBAGRAAXX

Any modifications of the bank account details shall be timely notified to COSPE.

Payments will be made as follows:

- a) **Initial pre-financing payment: EUR €73.256,97** equal to the 50% of the part of the budget financed by the Contracting Authority assigned to MIO-ECSDE for the first reporting period (YEAR1), will be transferred by COSPE to GRDR within 15 days after signature of the present Agreement (subject to receipt of funding by COSPE from the EU);
- b) **Further pre-financing payments, up to a maximum of EUR 414.365,79**, subject to the following provisions:
 - Each pre-financing payment from COSPE to MIO-ECSDE is subject to the receipt of funding by COSPE from the EU and the validation of interim reports;
 - Every three months and in coincidence with annual audits, according to the approved schedule, MIO-ECSDE shall upload in the shared drive folder:
 - the detailed list of uniquely identified expenses, including the co-financing quota, according to the model annexed to the Financial Guidelines;
 - all the supporting documents (digital copies), complying with the provision contained in the Financial Guidelines and certifying the eligibility of expenses detailed in the expenditure list;
 - the forecast file, detailing the expenditure forecast for the next reporting period;
 - any other narrative document requested by COSPE and needed for the reporting to the EU;
 - the interim narrative report (referring to each semester).
 - After consumption of at least 70% of the last payment (and the 100% of any previous payments), MIO-ECSDE may submit a request for a further pre-financing payment by using the Annex C, uploading in the shared drive (i) the supporting documents for the expenses incurred in the previous reporting period and (ii) the expenditure forecast for the following reporting period.
 - COSPE will transfer the pre-financing payment for the following period within 30 days from the submission of the payment request by MIO-ECSDE, subject to the validation of the supporting documents for the previous reporting period and the verification of the compliance between the expenditure forecast and the Action Plan.
- c) **the balance of the final amount: up to a maximum of EUR 54.180,31** equal to the 10% of the part of the budget financed by the Contracting Authority assigned to MIO-ECSDE.
The balance will be transferred by COSPE after the approval of the final report by the Contracting Authority, within 30 days from the receipt of the balance from the EU.

Total Budget	EU funding (90%)	Co-funding quota (10%)	First pre-financing payment	Total of further pre-financing payments*	Balance 10%
€602.003,40	€541.803,06	€60.200,34	€73.256,97	€414.365,79	€54.180,31

*Pre-financing payments to be detailed based on periodic action plans

If the **eligible costs** of the Action at the end of the Action are less than the estimated eligible costs as referred to in Article 2.5.1, the grant (= EU contribution) shall be limited to the amount obtained by applying the percentage of 90% to the eligible costs of the Action approved by the Contracting Authority.

2.7. Verification of the expenditures

COSPE shall contract an Audit Firm to conduct the verification of the expenditures provided for in the Grant Contract. The requirements of the Grant Contract will be extended to all Partners, regardless of the amount awarded. All financial reports shall be verified.

The Auditor's report on expenditure verification is annexed to any request for payment except for the initial pre-financing payment.

The information concerning the reality and validity of actions and expenses eligible for funding provided by each Project Partner shall entail only its responsibility.

The Parties take all the necessary arrangements to ensure that the verification will be properly carried out and to provide the auditors with any requested information on the Project, giving them access to accounting books, supporting documents and other documentation related to the Project.

MIO-ECSDE shall allow verifications to be carried out by the European Commission, the European Anti-Fraud Office, the European Public Prosecutor's Office, the European Court of Auditors and any external auditor authorised by the Contracting Authority. The Parties have to take all steps to facilitate their work.

2.8. Budget modifications

Any modification in the use of budget must be subject to prior discussion with and approval by COSPE even if the modification is oriented to save resources on specific budget lines.

All relevant modifications to project activities, results, objectives and budget must entail a written official communication and a request for authorization to the EU, according to Art. 9 of the Annex II to the Grant Contract. Additional documents might be requested to justify the modifications. The parties are not allowed to implement relevant modifications before receiving approval by the donor.

2.9. Project staff

The selection, recruitment (if necessary) and/or appointment of its staff (team members, trainers, territorial animators, facilitators, consultants, experts) will be carried out by MIO-ECSDE in close coordination with COSPE based on agreed Terms of Reference, as laid down in the project document.

MIO-ECSDE commits to select, recruit and/or appoint in accordance with its Internal Policy and the legislation of its Country. The cost of staff assigned to the Action, corresponding to actual gross salaries including social security charges and other remuneration-related costs (excluded bonuses, which are never eligible) shall not exceed those normally borne by MIO-ECSDE and shall not exceed the resources available as salaries in MIO-ECSDE budget, if not previously agreed with COSPE.

MIO-ECSDE staff will be mainly based in Greece.

2.10. Narrative and financial reports

COSPE shall provide the Contracting Authority with all required information on the implementation of the Action. The report shall describe the implementation of the Action according to the activities envisaged, difficulties encountered, and measures taken to overcome problems, eventual changes introduced, as well as the degree of achievement of its results (impact, outcomes or outputs) as measured by corresponding indicators.

The report shall be laid out in order to allow an efficient monitoring of the objective(s), the means envisaged and/or employed and the budget details for the Action. The level of detail in any report should match that of the description of the Action and of the budget for the Action.

COSPE shall collect all the necessary information and draw up consolidated interim and final reports.

MIO-ECSDE shall provide all the required information in order to allow COSPE to fulfil the EU requirements.

Internal reports will be drafted every six months, based on physical and financial progress of the activities, by the Management Committee (MC) and confirmed by the consortium, according to the terms and conditions established by the EU.

Narrative reports must include the following information/documents:

- a full account of all aspects of the Action's implementation for the period covered;
- the current results within an updated table based on the logical framework matrix including the results achieved by the Action (impact, outcomes or outputs) as measured by their corresponding indicators, agreed baselines and targets, and relevant sources of verification;
- Attendance sheets (including the name of all the participants), Report for each training and/or event/awareness raising initiative implemented, as well as the corresponding report(s) and CV+contract+ToR for appointed experts/consultants attending the activities;
- Other relevant reports and documents, as required.

Financial reports must include the following information/documents:

- costs actually incurred in the reporting period;
- the number of units and the average of the unit value for each budget line;
- the justification for each amendment to the budget, in accordance with Art. 9.4 of the Annex II to the Grant Contract;
- all the supporting documents indicate in the Financial Guidelines and required for the Expenditure Verification;
- the source of funding (final financial report only);
- proof of the transfer of ownership as referred to in Article 7.6 of the Annex II to the Grant Contract (Final financial report only).

2.11. Procurement procedures for goods, services and supplies

All procedures for procurement or purchase of goods, services and works and the call for proposals for the award of financial support to third parties must be in compliance with the general terms of the donor (PRAG2021). Stricter procedures might be applied, if required by national regulations or internal policies, but in any case, they shall be consistent with the terms laid down by the donor.

The parties must proceed with purchases after an evaluation of the offers or the proposals, by ensuring compliance with the principles of quality, economy and efficiency and will be responsible for filing tax exemption requests.

All eligible expenses are taxes and/or VAT exempt, whether the organization is exempt or entitled to taxes and/or VAT reimbursement. In case of non-recoverable taxes and/or VAT, in order to ensure eligibility of that cost, it will be necessary to provide proof that taxes and/or VAT that have been paid cannot actually be reclaimed.

2.12. Property and management of goods and equipment and intellectual property

Equipment and supplies paid for by the budget for the Action must be used only for the project activities. Their property remains with the Parties for the duration of the project. At the end of the project all purchased equipment and supplies will be subject to a **transfer of ownership** to final beneficiaries in accordance with Art. 7.5 of the Annex II to the Grant Contract.

Each Party is responsible for proper management of the material resources of the project.

The ownership of, and title and intellectual and industrial property rights to, the Action's results, reports and other documents relating to it will be vested in the Parties and Beneficiaries.

The Parties commit to respecting the confidentiality of strategic project information and to not using project materials and documents for personal purposes.

2.13. Information, communication and sensitization activities

In accordance with the Grant Application Form, the Parties undertake to define an information and communication strategy for the Project in order to ensure the visibility of Project activities results, both towards its final beneficiaries and towards the general public. They shall ensure a proper and up-to-date information and appropriate visibility measures, in accordance with latest Communication and Visibility Requirements for EU-funded external actions, laid down and published by the European Commission here: https://international-partnerships.ec.europa.eu/knowledge-hub/communicating-and-raising-eu-visibility-guidance-external-actions_en

The Communication Unit will be composed of Digital Communication Experts representing all the partnership and will assure the implementation of the communication strategy and plan of the Project.

A structured Communication and Visibility Plan (CVP) that will include details on communication objectives, the target audience, key messages in suitable communication channels, timing, clear indicators for evaluation will be drafted in close collaboration with all implementing partners and other relevant stakeholders (local institutions, target groups, etc.) and submitted to the donor for approval.

Without prejudice to paragraph 2.12, the Parties grant the Contracting Authority the right to use freely and as it sees fit, and in particular, to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium all documents deriving from the Action whatever their form, provided it does not thereby breach existing industrial and intellectual property rights. The Parties shall ensure that it has all rights to use any pre-existing intellectual property rights necessary to implement this contract.

In case natural, recognizable persons are depicted in a photograph or film, COSPE shall, in the final report to the Contracting Authority, submit a statement of these persons giving their permissions for the described use of their images. MIO-ECSDE shall submit the statement to COSPE for the materials under its responsibility. The above does not refer to photographs taken or films shot in public places where random members of the public are identifiable only hypothetically and to public persons acting in their public activities.

2.14. Extension and suspension

2.14.1 Extension

COSPE, in accordance with the other Beneficiaries, shall inform the Contracting Authority within the shortest delay of any circumstances likely to hamper or delay the implementation of the Action. COSPE may request an extension of the Action's implementation period in accordance with Article 9 of the Annex II to the Grant Contract. The request shall be accompanied by all the supporting evidence needed for its appraisal.

COSPE shall promptly inform MIO-ECSDE if the extension has been or not been validated by the Contracting Authority.

2.14.2 Suspension by MIO-ECSDE

One of the Parties may suspend implementation of the Action, or any part thereof, if exceptional circumstances, notably of force majeure, make such implementation excessively difficult or dangerous. Each Party shall inform the other Party immediately, stating the nature, probable duration and foreseeable effects of the suspension.

COSPE may then terminate this Agreement in accordance with paragraph 2.15.1. If the Grant Contract is not terminated, the Parties shall endeavour to minimise the time of its suspension and any possible damage and shall resume implementation once circumstances allow, informing the Contracting Authority accordingly.

2.14.3 Suspension by COSPE

COSPE may request MIO-ECSDE to suspend implementation of the Action, or any part thereof, if exceptional circumstances, notably of force majeure, make such implementation excessively difficult or dangerous. To this purpose, COSPE shall inform MIO-ECSDE stating the nature and probable duration of the suspension.

COSPE may also suspend this Agreement and the participation of MIO-ECSDE in the Grant Contract if COSPE has evidence that, or if, for objective and well justified reasons, COSPE deems necessary to verify whether presumably:

- a) the implementation of the Action has been subject to breach of obligations, irregularities or fraud;
- b) MIO-ECSDE has breached any substantial obligation under this Agreement, included the obligation relating to the reporting (narrative and financial).

MIO-ECSDE shall provide any requested information, clarification or document within 30 days of receipt of the requests sent by COSPE. If, notwithstanding the information, clarification or document provided by MIO-ECSDE, the award procedure or the implementation of the grant prove to have been subject to breach of obligations, irregularities, fraud, or breach of obligations, then COSPE may terminate this Agreement according to Article 2.15.2.

2.14.4 Force majeure

The term force majeure, as used herein covers any unforeseeable events, not within the control of either party to this Agreement and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosion.

The Parties shall not be held in breach of its contractual obligations if it is prevented from fulfilling them by circumstances of force majeure.

2.15. Termination of the Agreement

2.15.1 Termination in case of force majeure

In the cases of force majeure foreseen in Article 2.14.2 and 2.14.3, if one Party believes that this Agreement can no longer be executed effectively or appropriately, it shall duly consult the other Party.

Failing agreement on a solution, the Parties may terminate this Agreement by serving two months written notice, without being required to pay indemnity.

2.15.2 Termination by COSPE

Without prejudice to Article 2.15.1, in the following circumstances COSPE may, after having duly consulted MIO-ECSDE, terminate this Agreement without any indemnity on its part when:

- a) MIO-ECSDE fails, without justification, to fulfil any substantial obligation incumbent on them individually or collectively by this Agreement and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of receipt of the letter;
- b) MIO-ECSDE, or any person that assumes unlimited liability for the debts of MIO-ECSDE, is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under any national law or regulations relevant to MIO-ECSDE;
- c) MIO-ECSDE or any related entity or person, have been found guilty of grave professional misconduct proven by any means which COSPE can justify;
- d) it has been established by a final judgment or a final administrative decision or by proof in possession of the Contracting Authority that MIO-ECSDE has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings or circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose;
- e) a change to MIO-ECSDE's legal, financial, technical, organisational or ownership situation or the termination of the participation of MIO-ECSDE substantially affects the implementation of this contract or calls into question the decision awarding the grant;
- f) MIO-ECSDE or any related person, are guilty of misrepresentation in supplying the information required in the award procedure or in the implementation of the Action or fail to supply – or fail to supply within the deadlines set under this contract - any information related to the Action required by COSPE;
- g) MIO-ECSDE has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
- h) COSPE has evidence that MIO-ECSDE or any related entity or person, has committed breach of obligations, irregularities or fraud in the award procedure or in the implementation of the Action;
- i) COSPE has evidence that MIO-ECSDE is subject to a conflict of interests;

Any related person means any physical person with powers of representation, decision-making or control in relation to MIO-ECSDE. Any related entity means, in particular, any entity which meets the criteria laid down by Article 1 of the Seventh Council Directive No 83/349/EEC of 13 June 1983.

2.15.3 Termination by MIO-ECSDE

In duly justified case, MIO-ECSDE may also terminate the participation in this Agreement. To this purpose, MIO-ECSDE shall communicate to COSPE the reasons for the termination of its participation and the date on which the termination shall take effect, as well as a proposal on the reallocation of the tasks or on its possible replacement. The communication shall be sent early in advance before the termination is due to take effect. COSPE shall notify it to the Contracting Authority; only after the approval by the Contracting Authority, the termination shall take effect, and the Grant Contract shall be amended accordingly, in conformity with Article 9 of the Annex II to the Grant Contract.

2.15.4 Effects of termination

Upon termination of this Agreement, the Parties shall take all immediate steps to bring the Action to closure in a prompt and orderly manner and reduce further expenditures to a minimum.

Without prejudice to Article 14 of the Annex II to the Grant Contract, MIO-ECSDE shall be entitled to payment only for the part of the Action carried out, excluding costs relating to current commitments that are due to be executed after termination of the Agreement.

To this purpose, MIO-ECSDE shall introduce a payment request to COSPE within 30 days from the date of termination.

In the event of termination in case of force majeure, the Contracting Authority may agree to reimburse the unavoidable residual expenditures incurred during the notice period, provided, all the steps necessary to bring the Action to a close and to reduce further expenditures to a minimum, have been properly executed.

In the cases of termination foreseen in Article 2.15.2 a), c), d), f) and h) COSPE may, after having properly consulted MIO-ECSDE and depending on the gravity of the failings, request full or partial repayment of amounts unduly paid for the Action.

3. SECTION 3 – GENERAL PROVISIONS

3.1. Applicable law and dispute settlement

This Agreement shall be governed by the law of the country of COSPE.

The parties shall do everything possible to settle amicably any dispute arising between them during the implementation of this Agreement. To that end, they shall communicate their positions in writing, and meet each other at either's request. The Parties shall reply to a request sent for an amicable settlement within 30 days. Once this period has expired, or if the attempt to reach amicable settlement has not produced an agreement within 120 days of the first request, one Party may notify the other part that it considers the procedure to have failed.

In the event of failure to reach an amicable agreement, the dispute may by common agreement of the Parties be submitted for conciliation by the European Commission. If no settlement is reached within 120 days of the opening of the conciliation procedure, each party may notify the other that it considers the procedure to have failed.

In the event of failure of the above procedures, each party to this Agreement may submit the dispute to the Florence courts.

3.2. Liability

The Contracting Authority and COSPE cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of MIO-ECSDE while the Action is being carried out or as a consequence of the Action. The Contracting Authority and COSPE cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.

The Parties shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the Action is being carried out or as a consequence of the Action. Each Party shall discharge the Contracting Authority and the other Party of all liability arising from any claim or Action brought as a result of an infringement of rules or regulations by itself or the its employees or individuals for whom those employees are responsible, or as a result of violation of a third party's rights.

3.3. Conflicts of interests and code of conduct

The Parties shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this Agreement and the Grant Contract. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.

Any conflict of interests which may arise during performance of this Agreement and Grant Contract must be notified in writing to COSPE without delay. In the event of such conflict, COSPE shall immediately take all necessary steps to resolve it and notify in writing to the Contracting Authority.

The Parties shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under this Agreement, the Parties shall replace, immediately and without compensation from the Contracting Authority, any member of its staff in such a situation.

The Parties) shall at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the Action or the services without the prior approval of the Contracting Authority. It shall not commit the Contracting Authority in any way whatsoever without its prior consent and shall make this obligation clear to third parties.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited. The Parties shall also inform the Contracting Authority of any breach of ethical standards or code of conduct. In case one Party is aware of any violations of the above-mentioned standards, it shall report in writing within 30 days to COSPE that will notify it to the Contracting Authority.

The Parties and its/their staff shall respect human rights, applicable data protection rules and environmental legislation applicable in the country(ies) where the Action is taking place and internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.

The Parties or any related person shall not abuse its entrusted power for private gain. The Parties or any of its subcontractors, agents or staff shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from performing any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. The Parties shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption.

The payments under the Agreement shall constitute the only income or benefit it may derive in connection with the contract, with the exception of revenue generating activities. The Parties and its/their staff must not exercise any activity or receive any advantage inconsistent with their obligations under the contract.

The respect of the code of conduct set out in the present Article constitutes a contractual obligation. Failure to comply with the code of conduct is always deemed to be a breach of the contract under Article 12 of the Annex II to the Grant Contract. In addition, failure to comply with the provision set out in the present Article can be qualified as grave professional misconduct that may lead either to suspension or termination of the contract, without prejudice to the application of administrative sanctions, including exclusion from participation in future contract award procedures.

3.4. Confidentiality

The Parties undertake to preserve the confidentiality of any information, notwithstanding its form, disclosed in writing or orally in relation to the implementation of this Agreement and the Grant Contract and identified in writing as confidential until at least 5 years after the payment of the balance.

The Parties shall not use confidential information for any aim other than fulfilling their obligations under this Agreement unless otherwise agreed with the Contracting Authority.

3.5. Rules on the protection of personal data

The Parties assure processing in compliance with the European Regulation (EU) 2016/679 of the European Parliament (L. 119) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data published in the OJEU on 4 May 2016 and with effect from 25 May 2018.

Signing this agreement constitutes an act of authorization for the processing of identification data for both parties. The data are stored and managed by COSPE Onlus and will not be disclosed to third parties, with the exception of taxation, labour law, and all which is legal or related to specific institutional activities regulated by this agreement. The person responsible for the processing of data for COSPE Onlus may be contacted at the following email address: privacy@cospe.org. For further information, please visit the following link: <https://www.cospe.org/privacy/>

3.6. Consent to code of ethics

Signing this agreement entails the signature and the commitment to comply with COSPE Code of Ethics, available on the website <https://www.cospe.org/chi-siamo/statuto-e-codice-etico/> . COSPE commits sharing its Code of Ethics with all co-applicants and beneficiaries, through specific information and communication activities. Anyone acting in the name or on behalf of the project, coming into contact with third parties must inform them of the commitments and obligations imposed by COSPE Code of Ethics, and require compliance with it, in particular when introducing specific contractual clauses and/or signing declarations on the formalization of commitment to respect the adopted code of ethics. All co-applicants and beneficiaries shall abstain from behaviours contrary to the principles and regulations in the Code of Ethics and, in case of failure to comply by third parties, each subject is required to communicate it to his/her directors and/or to the Supervisory authority whose tasks are better specified in the Code of Ethics.

4. SECTION 4: ANNEXES

Annex A: Grant Contract - Special Conditions and its following Annexes:

- Annex I - Description of the Action (including the logical framework)
- Annex II - General Conditions
- Annex III - Budget for the Action
- Annex IV - Procurement rules for beneficiary(ies)
- Annex IX - Annex IX: Standard template for transfer of asset ownership

Annex B: Budget assigned to xxx

Annex C: Project Financial Guidelines

Annex D: Request for Payment

Annex E: Project Communication and visibility Plan (to be shared after elaboration and validation by the consortium)

Annex F: MEAL Strategy (to be shared after elaboration and validation by the consortium)

For COSPE

Name: Francesca Pieraccini

Function: General Director

Signature

Date: 10/01/2024

For MIO-ECSDE

Name: Prof Micheal Scoullas

Function: Chairperson

Signature

Date: _____