

PARTNERSHIP AGREEMENT

**for the Project entitled Filling Skills Gaps in Blue Industry by Radical Competence Boost in
Engineering VET
(RADICAL)**

**Funded under the Erasmus+ Programme
VET-Business Partnerships on Work-based learning and Apprenticeships**

**Under Grant Agreement Number
[2017 – 2091 / 001 - 001]**

BY AND BETWEEN:

Turku University Of Applied Sciences Ltd, TUAS, having its offices at Joukahaisenkatu 3A, 20520, Turku, Finland, duly represented hereon by Dr. Vesa Taatila, Rector-President, hereinafter referred to as “**TUAS**” or the “**Coordinator**”;

AND, on the other Part,

Party 2; Varsinais-Suomen Yrittäjät ry., Finland

Party 3; Varsinais-Suomen liitto, Finland

Party 4; Meyer Turku Oy, Finland

Party 5; ESTA Belfort - Association pour la gestion de l'École Supérieure des Technologies et des Affaires, France

Party 6; UAS Hannover, Germany

And

Party 7; UAS Aschaffenburg, Germany

Hereinafter also referred to individually as “the Party” and collectively as “the Parties” or the “Consortium”.

PREAMBLE

WHEREAS the Parties wish to cooperate and collaborate for the purposes of the implementation of the Project entitled **Filling Skills Gaps in Blue Industry by Radical Competence Boost in Engineering VET (RADICAL)**, hereinafter referred to as “**the Project**” awarded and partially funded under the Erasmus+ Programme as per Grant Agreement number **2017 – 2091 / 001 - 001**, as concluded by the Coordinator with the Education, Audiovisual and Culture Executive Agency, hereinafter referred to as “**the Agency**”;

WHEREAS this Partnership Agreement sets out the relationship between the Parties and establishes the organisational aspect of the work to be undertaken by the Parties.

IT IS THEREFORE HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

- 1.1 For avoidance of doubt, terms used in this Agreement that are not defined in Article 1.2 below shall have the same meaning as that defined in Regulation (EU) No 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 and repealing Decisions No 1719/2006/EC, No 1720/2006/EC and No 1298/2008/EC Text with EEA relevance.
- 1.2 In this Agreement, the following terms shall be construed as follows:
- “**Agency**” means the Education, Audiovisual and Culture Executive Agency acting under the powers delegated by the Commission of the European Commission and therefore being signatory to the Grant Agreement;
- “**Commission**” means the European Commission;
- “**Coordinator**” means the Project Coordinator, being the Turku University of Applied Sciences;
- “**Defaulting Party**” means a Party in material breach of this Consortium Agreement and/or the Grant Agreement as specified in Article 8.7 of this Agreement;
- “**Description of work**” means the “Description of the Project” enclosed and described in Annex I of the Grant Agreement;
- “**Grant Agreement**” means the agreement concluded between the Coordinator and the Agency awarding a grant to the Coordinator for the execution of the Project, having Grant Agreement Number **2017 – 2091 / 001 - 001** attached as **APPENDIX A** to this Consortium Agreement, including its Annexes, and deemed to constitute an integral part of this Consortium Agreement;
- “**Project**” means the action called **Filling Skills Gaps in Blue Industry by Radical Competence Boost in Engineering VET (RADICAL)**
- “**Project Reports**” means the reports [interim (progress) reports and final report] and all documents to be submitted to the Agency in accordance with “the Special Conditions” and Annexes of the Grant Agreement, as well as any financial report referred to in Article 5 of this Agreement.
- 1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.
- 1.4 Headings contained in this Consortium Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the Article to which they relate.

2. PURPOSE

- 2.1 The purpose of this Agreement is to enable the Parties to implement the Project and to regulate the relationship between the Parties, in particular concerning the following:
- (a) the organisation of the work between the Parties in carrying out the Project;

- (b) the rights and obligations of the Parties;
- (c) the Deliverables listed in the project application; and
- (d) the management of the Project.

3. OVERRIDING CONDITIONS

- 3.1 At all times until the completion of the Project, any conditions laid down for the Project by the Agency or its successor shall override any agreement between the Parties concerning the Project, including any terms contained in this Agreement.

4. GOVERNANCE STRUCTURE

4.1 Project Team

4.1.1 Establishment of the Project Team

- (a) The Parties shall establish a Project Team which shall be composed of one suitably qualified representative of each Party (hereinafter the "Member/s"), and shall be chaired by the representative of the Coordinator.
- (b) After having informed the others in writing, each Party shall have the right to replace its members and, or to appoint a proxy, although it shall use all reasonable endeavours to maintain the continuity of its representation. The Project Manager shall also be present for all the meetings of the Project Team.
- (c) The Project Team will be in charge of directing the Project, ensuring budgetary control and that agreed timescales are met, involving key stakeholders and ensuring the Project's sustainability.
- (d) The Project Team shall be responsible for the day-to-day monitoring of the delivery of the Project outcomes and to such end shall be responsible for the Project plan, and shall review the progress undertaken towards meeting its objectives and timeframes.
- (e) The Project Team shall decide on the applicable procedures for dissemination of publications and press releases relating to the Project.

4.1.2 Project Team Meetings

- (a) The Project Team shall meet in person for at least four (4) meetings throughout the duration of the Project, and shall hold such other meetings either in person or by teleconferencing means from time to time, as and when agreed between the Parties in accordance with this Agreement.
- (b) *Ad hoc* Project Team meetings may be called by two or more Parties or at the request of the Project Manager and may be held by videoconferencing means in view of Budget limitations.

- (c) Project Team meetings shall operate under the following rules:
- (i) The Coordinator shall circulate an agenda before the meeting.
 - (ii) Each member of the Project Team shall have one vote. A member may not vote on matters concerning a dispute with the Consortium where the member, or the Party it is representing, is the subject of the dispute.
 - (iii) The quorum for a meeting shall be five (5) voting members. If the quorum is not reached, the Coordinator shall convene another ordinary meeting within fifteen (15) calendar days. If in this latter meeting the quorum is also not reached, the Coordinator shall convene an extraordinary meeting which shall be entitled to take decisions even in the event that less than the quorum of members are present or represented.
 - (iv) Decisions of the Project Team shall be taken by means of a simple majority vote (50% +1 of all members present or represented); provided that a decision to terminate a Party's membership of the Consortium may only be taken by means of a unanimous vote, excluding the member representing such Party.
 - (v) Members representing Defaulting Parties may not vote in relation to any decisions relating to such Defaulting Party. Any declaration of default of a Party may only be taken by means of a unanimous vote, excluding the members representing such alleged Defaulting Party.
 - (vi) Any decision of the Project Team may be taken in meetings held via videoconference or by written procedure indicating consent or otherwise for the decision in question, even by electronic means; provided that such decision shall be valid if it is based on the casting of the number of votes required to represent a quorum of the Project Team, or if it is taken unanimously where this is so required in terms of paragraphs (iv) and (v) above, whichever may be the case.
 - (vii) Any expert or other qualified person may be invited to attend meetings of the Project Coordination Team, in order to advise or observe such meetings accordingly. For the avoidance of doubt, such persons shall not have the right to vote.

4.3 Project Manager

- (a) The Project Manager shall be appointed by the Coordinator and shall be responsible for all aspects related to the day-to-day management and implementation of the Project, with specific responsible for planning, monitoring and controlling all the Project activities in order to ensure an efficient, manageable and structured delivery of the outputs.
- (b) The Project Manager shall be responsible for the financial management of the Project, and shall duly manage all financial aspects of the Project in accordance with the appropriate project management techniques.

5. FINANCES

- 5.1. The overall estimated budget of the Project shall be that as set out in Annex III of the Grant Agreement (Appendix A).
- 5.2 The estimated budget per Party in relation to the Project shall be that as set out in Appendix B.
- 5.3 The Coordinator shall comply with the terms of the Grant Agreement and shall administer the finances of the Project in accordance with the Terms of the Grant Agreement and the terms of this Agreement.
- 5.4 The Coordinator shall make requests for payment to the Agency in a timely fashion.
- 5.5 The Coordinator shall receive payments from the Agency.
- 5.6 The Coordinator shall transfer the pre-financing of forty percent (40 %) of the budget due to each Party as detailed in **Appendix B**, as per the Grant Agreement, within a reasonable time frame from the signing of the Grant Agreement. Thereafter funding of costs included in the budget will be paid to Parties after receipt from the Funding Authority without undue delay and in conformity with the provisions of the Grant Agreement. Costs accepted by the Funding Authority will be paid to the Party concerned. The Parties shall duly provide the Coordinator with their complete references of their relevant bank account for such purpose. The Coordinator shall notify each Project Partners promptly of the date and amount transferred to its respective bank account and shall give the relevant references. For the avoidance of doubt, the following shall apply:
 - 5.6.1 No payment shall be provided by the Coordinator to the other Parties, even those having provided their financial report, as long as the related payment from the Agency has not been paid to the Coordinator; and
 - 5.6.2 With the exception of the first pre-financing amount, all payments to be made by the Coordinator to the other Parties shall be subject to the satisfactory completion of the respective tasks of the other Parties as described in Description of Work and as verified by the Project Team; provided that where pre-financing funds have been transferred to any of the Parties and such funds have not been justified or the tasks in relation to such funds (as described in the Description of Work) have not been satisfactorily completed, the Coordinator shall be entitled to claim back such funds from the respective Party.
- 5.7 Each Party shall provide financial reports to the Coordinator at the end of each reporting period in a timely manner, the parties commit to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

- 5.8 The Coordinator shall communicate to the Consortium a list of the types of supporting documents required in line with the requirements of the Agency. The Coordinator is entitled to refuse reimbursement of any expenses that are not properly justified or are insufficiently justified.
- 5.9 The Coordinator shall identify in its accounts the payments from the Agency to the Project and provide all required justifications upon release of the funds.
- 5.10 The Parties shall keep available for at least five (5) years after the end of the Project all the originals of the documents which certified copies have been sent to the Coordinator in their respective financial reports.
- 5.11 A Party which spends less than its allocated share of the Consortium Budget will be funded in accordance with its actual duly justified eligible costs only. A Party which spends more than its allocated share of the Consortium Budget will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share.
- 5.12 If a Party does not fulfil the conditions for a given payment, such Party shall not receive any further payment from the Coordinator until such conditions are met unless the Project Coordination Team decides otherwise.
- 5.13 A Party leaving the Consortium shall refund all payments it has received except the amount of eligible costs accepted by the Agency.

6. RESPONSIBILITIES OF THE PARTIES

- 6.1 Each Party undertakes to each other Party to perform and fulfil promptly, efficiently and on time all its obligations of the Grant Agreement and the tasks assigned to it by the Project Team, as well as and all other of its obligations under this Agreement.
- 6.2 Each Party hereby undertakes to supply promptly to the Coordinator and/or the Project Manager all such information or documents as they and, or the Project Team may need to fulfil their obligations pursuant to this Agreement or to comply with the requirements of the Agency (particularly, but not limited, instances in which the Agency performs a monitoring visit).
- 6.3 Each Party shall notify, by means of a formal notice, each of the other Parties as it becomes aware of any significant delay in performance and to inform the other Parties of relevant communications it receives from third parties in relation to the Project.
- 6.4 Each Party shall use all best efforts to ensure the accuracy of any information or materials it supplies hereunder and promptly to correct any error therein of which it is notified.
- 6.5 Each Party agrees not to issue any press releases or other such publicity materials relating to the work of the Consortium without informing the other Parties.
- 6.6 Each Party undertakes to keep and supply to the Coordinator in an acceptable format full records of costs incurred and time spent on the Project and any other supporting documentation and to prepare and present the Project Reports to be submitted to the Agency

as required under the Grant Agreement or upon the request of the Coordinator in sufficient time to enable the latter to submit such Project Reports to the Agency in accordance with the formats required.

7. RESPONSIBILITIES OF THE COORDINATOR

- 7.1 The Coordinator shall be the sole intermediary between the Parties and the Agency and shall perform all tasks assigned to it as described in the Grant Agreement and in this Agreement.
- 7.2 In particular the Coordinator shall be responsible for the following:
- 7.2.1 Undertaking any correspondence with the Agency and third parties;
 - 7.2.2 Collecting, reviewing and submitting Projects Reports, other deliverables and any documents connected with the Project to the Agency;
 - 7.2.3 Transmitting documents and information connected with the Project to and between any other Parties concerned;
 - 7.2.4 Fulfilling the financial tasks;
 - 7.2.5 Supervising progress relative to the time schedules of the Project; and
 - 7.2.6 Keeping an up-to-date list of contact persons for each given Party, including of their duly authorised representatives at law and of any such persons appointed by them as members of the Project Team, as well as their addresses and other applicable contact details. Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The list of contact persons shall be accessible to all Parties.
- 7.3 The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party without express written consent of that Party.

8. LIABILITY TOWARDS EACH OTHER

- 8.1 Each Party warrants that under its contractual relationships with each of its personnel, any intellectual property rights arising out of or relating to work done by the personnel for the Party will vest in such Party and that the personnel will have no right, title or interest, whether legal or beneficial, in any such intellectual property rights, (other than, in the context of copyright, 'moral' rights, being the right to be identified as author and to object to derogatory treatment of works). A Party shall, if so required by the Coordinator, produce written evidence of this to the Coordinator, as signed by its personnel.
- 8.2 Each Party acknowledges that it is and shall remain liable for the consequences of any failure on its part or on the part of its personnel to fulfil the tasks assigned to it under this Agreement and shall accordingly:

- 8.2.1 procure and maintain its own insurance where applicable, with insurers of good repute, to cover its own liabilities and those on behalf of its Personnel in conformity with its national applicable law;
 - 8.2.2 keep true and accurate records of all things done by its Personnel in relation to the tasks assigned to it under this Agreement;
 - 8.2.3 comply and assist the Consortium and the Project Team in complying with all relevant statutes, laws, regulations and codes of practice relating to its tasks as may from time to time be in force; and
 - 8.2.4 comply with all recommendations and requirements of its insurers.
- 8.3 No Party shall be liable to any other Party for loss of profit, loss of revenue or loss of contracts, punitive damages, or any indirect or consequential loss or similar damage. A Party's aggregate liability towards the other Parties collectively shall be limited to the Party's share of the total costs of the Project. The limitations of liability so stated shall not apply in the case of damage caused by a wilful act or gross negligence.
- 8.4 Each Party shall be responsible for providing all appropriate facilities and services as shall be necessary for the proper performance and fulfilment of its tasks, which will be entirely at the Party's own expense unless expressly eligible for funding in terms of the Project budget set out in Annex III of the Grant Agreement.
- 8.5 Each Party agrees to assume all the financial consequences of its liability.
- 8.6 No warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose of any information or materials supplied under the Project.
- 8.7 In the event of a material breach by a Party of its obligations under the Consortium Agreement or the Grant Agreement (including, but not limited to, the improper implementation of the Project), the Coordinator or, where the Coordinator is in breach of its obligations, the Party appointed by the Project Team for such purpose, shall give formal notice to such Party requiring that such breach will be remedied within thirty (30) calendar days. If the mentioned breach is not remedied within that period or is not capable of remedy, the Project Coordination Team may decide to declare the Party concerned to be a Defaulting Party and to decide on the consequences thereof, which consequences may include the termination of its participation. Notice of such termination shall be given by the Coordinator to the Agency, which shall be requested to approve termination of the Grant Agreement with respect to the Defaulting Party, provided that the following shall apply:
- 8.7.1 Without prejudice to any other rights of the other Parties, such licences and rights granted to the Defaulting Party by the other Parties under this Consortium Agreement and, or under the Grant Agreement shall cease immediately, but the licences and rights so granted by the Defaulting Party to the other Parties shall remain in full force and effect;
 - 8.7.2 The scope of the tasks of the Defaulting Party as specified in Annex I of the Grant Agreement shall be assigned to one or more of the remaining Parties, or to one or more third parties as chosen by the Project Team, which are also to be acceptable to the

Agency, with preference being granted to one or more of the remaining Parties. Any such third parties shall agree to be bound by the terms of this Agreement;

8.7.3 Any financial penalties the Coordinator might pay to the Agency shall be borne by the Defaulting Party, where the payment of those penalties is related to a breach by a Defaulting Party.

8.8 The provisions of this Article shall survive the expiration or termination of this Consortium Agreement.

9. FORCE MAJEURE

9.1 In the event that any Party is prevented or delayed in the performance of any of its obligations under this Agreement due to any *force majeure*, it shall notify the other Parties of such event by means of a formal notice and it shall be excused from performing those obligations for so long as the event constituting *force majeure* shall continue.

9.2 Notwithstanding that provided in Article 9.1, if such *force majeure* lasts more than ninety (90) days, the Parties may re-organise and re-assign their tasks and obligations under the Grant Agreement and under this Agreement. If, in the reasonable opinion of the Parties (other than the Party affected by the *force majeure* event), the Party affected by the *force majeure* event will not be able to perform its obligations under the Grant Agreement and this Agreement, then the other Parties shall be entitled jointly to terminate this Consortium Agreement with respect to the Party affected by *force majeure* by giving not less than thirty (30) calendar days prior written formal notice. In such event, the following shall apply:

9.2.1 Without prejudice to any other rights of the other Parties, such licences and rights granted to the Party affected by the *force majeure* event by the other Parties under this Consortium Agreement and, or under the Grant Agreement shall cease, but the licences and rights so granted by the Party affected by the *force majeure* event to the other Parties shall remain in full force and effect; and

9.2.2 The scope of the tasks of the Party affected by the *force majeure* event as specified in Annex I of the Grant Agreement shall be assigned to one or more of the remaining Parties, or to one or more third parties as chosen by the Project Team, which are also to be acceptable to the Agency, with preference being granted to one or more of the remaining Parties. Any such third parties shall agree to be bound by the terms of this Agreement.

10. CONFIDENTIALITY

10.1 All information, disclosed in whatever form and by whatever mode of transmission, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Receiving Party”) in connection with the Project and which is explicitly marked as “confidential”, or when disclosed orally, is identified as confidential at the time of disclosure and has been confirmed and designated in writing by the Disclosing party as confidential within fifteen (15) days thereof, shall be considered to be “Confidential Information”.

- 10.2 Without prejudice to any commitment of non-disclosure under the Grant Agreement, the Parties hereby undertake, throughout the period of implementation of the Project, and for a period of five (5) years thereafter, the following:
- 10.2.1 not to use Confidential Information otherwise than for the purpose for which it was disclosed;
 - 10.2.2 not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
 - 10.2.3 to ensure that internal distribution of Confidential Information by a Receiving Party shall take place on a strict need-to-know basis; and
 - 10.2.4 to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form; provided that if so needed for the recording of ongoing obligations, the Receiving Party may however request to keep a copy for archival purposes only.
- 10.3 The Parties shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as reasonably possible, during and after the end of the Project and, or after the termination of their given employment.
- 10.4 The provisions of Articles 10.2 and 10.3 above shall not apply to the disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
- 10.4.1 the Confidential Information becomes publicly available by means other than a breach of the Receiving Party's confidentiality obligations;
 - 10.4.2 the Disclosing Party subsequently informs the Receiving Party that the Confidential Information is no longer confidential;
 - 10.4.3 the Confidential Information is communicated to the Receiving Party without any obligation of confidentiality by a third party who is in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
 - 10.4.4 the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
 - 10.4.5 the Confidential Information, at any time, was developed by the Receiving Party completely independently of any such disclosure by the Disclosing Party;
 - 10.4.6 the Confidential Information was already known to the Receiving Party prior to disclosure; or
 - 10.4.7 the Receiving Party is required by law, or by means of a court or administrative order, to disclose the Confidential information.

- 10.5 The Receiving Party shall apply the same degree of care with regards to the Confidential Information disclosed within the scope of the Project as with its own confidential and, or proprietary information, but in no case less than reasonable care.
- 10.6 Each Party shall promptly advise any other concerned Party in writing of any unauthorised disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
- 10.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure, notify the Disclosing Party thereof by means of a formal notice and shall comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.
- 10.8 The confidentiality obligations under this Agreement and the Grant Agreement shall not prevent the communication of Confidential Information to the Agency and the Commission.

11. INTELLECTUAL PROPERTY

- 11.1 The owner of the project result material is the party in whose project plan based action the result material have been generated, invented or created.
- 11.2 The result material that have been generated in collaboration shall be jointly owned by the parties whose actions in the Project has led to the generation, invention or creation of the result material. The provisions of the joint ownership shall be agreed separately between the joint owners. In case the provisions of the joint ownership have not been agreed on or a consensus cannot be reached, each of the joint owners have equal rights to the result material.
- 11.3 The parties shall be granted perpetual non-exclusive access rights to the result material of the Project to be used in their own non-commercial activities (such as educational activities, research and development activities). The party who has the access rights according to this point shall not transfer its right or part of it to a third party without the prior written consent of the owner.
- 11.4 Unless otherwise agreed, the parties shall grant royalty free and without any separate contract the mutual access rights to the result material as stated in clause 11.3 above. The prerequisite for gaining the royalty free access rights is that the party has not failed its contractual obligations nor delayed in executing them.
- 11.5 The ownership of the background to the Project remains completely with the owner of the background. The parties shall grant such access right to the background that is needed for the implementation of the tasks undertaken by other party to be completed in this Project. The access right shall be granted royalty free and for the Project time.
- 11.6 If the background becomes part of the result material in such a way that the exploitation of the result material requires accessing the background, the owner of the background shall make

a separate agreement on the access right to the background on reasonable terms. Such access rights shall be continued after the project termination.

- 11.7 Each party undertakes that the copyrights, invention rights and other rights for the result material of the employees, other staff and students who have participated in the implementation of the project and production of the result material shall be transferred to the party in question.

12. AGREEMENT TERM

- 12.1 This Agreement shall be deemed to have come into force on the **1st November 2017** and shall thereafter continue in full force and effect until the complete discharge of all obligations undertaken by the Parties under the Grant Agreement and under this Agreement as well as any amendment or extension thereof.

- 12.2 Each Party may terminate this Agreement in the case of early termination of the Grant Agreement, by giving at least two (2) months formal written notice to the other Parties.

- 12.3 No Party shall be entitled to withdraw from, or terminate, this Agreement and, or its participation in the Project unless:

12.3.1 that Party has obtained the prior written consent of the other Parties to its withdrawal and termination; or

12.3.2 that Party's participation in the Grant Agreement is terminated by the Agency pursuant to the provisions in the Grant Agreement or,

12.3.3 the Grant Agreement is terminated by the Agency for any reason whatsoever.

Provided that a Party shall not by withdrawal or termination be relieved from the following:

(a) any if its obligations under this Agreement which are intended to survive such event;

(b) its responsibilities under this Agreement or the Grant Agreement in respect of that Party's work on the Project which has been carried out (or which should have been carried out up to the date of withdrawal or termination); or

(c) from any of its obligations or liabilities arising out of such withdrawal or termination.

- 12.4 In the event that any Party enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors, the other Parties shall, subject to approval by the Agency, be entitled to take over the fulfilment of such Party's obligation and to receive subsequent payments under the Grant Agreement in respect thereof.

13. APPLICABLE LAW AND DISPUTE RESOLUTION

- 13.1 This Agreement shall be construed in accordance with, and governed by, the Laws of Finland.
- 13.2 The Parties hereby undertake and agree that any dispute, controversy or claim which any of them may have under or relating to this Agreement (including, without limitation, any dispute, controversy or claim relating to the existence, validity or termination of this Agreement) which shall not be possible to resolve amicably and in good faith, shall be referred to the District Court of Varsinais-Suomi. Prior to the civil trial the Parties shall endeavor to settle the dispute in court-annexed mediation. Nothing in this Agreement shall limit the Parties right to seek injunctive relief or to force an arbitration award in any applicable competent court of law.

14. GENERAL PROVISIONS

- 14.1 This Agreement (inclusive of its Appendix A: Grant Agreement Number **2017 – 2091 / 001 - 001**, inclusive of its Annexes and its Appendix B: Project Budget per Party) shall constitute the entire agreement between the Parties in relation to the subject matter hereof and supersedes any previous agreements whether written or oral. In the event that the main body of this Agreement is in conflict with the Grant Agreement, the terms of the latter shall prevail.
- 14.2 If any provisions (or part of a provision) included in this Agreement is found to be illegal, void or unenforceable, in whole or in part, then such provision shall be severed from the rest of this Agreement and the remainder of the Agreement shall continue to have full force and effect for all intents and purposes of law.
- 14.3 The Parties agree that this Agreement does not create any partnership, agency or any other relationship under which either Party may be deemed responsible for the acts or omissions of the other Party and this Agreement should not be construed so as to render the Parties liable as partners or as creating a partnership or agency or any other similar relationship.
- 14.4 Any notice to be given under this Agreement shall be in writing to the addresses and recipients as listed in the most current contact list as kept by the Coordinator in accordance with Article 7.2.6. In the event of a formal notice, consent or approval being required in terms of this Agreement, such notice, consent or approval shall be signed by a duly authorised representative of that given Party and shall either be served personally or sent by mail with recorded delivery with receipt acknowledgement, to the duly authorised representative of the recipient, or to the Coordinator, as may be the case. All other communication between the Parties (e.g. minutes of meetings) may also be effected by other means such as by e-mail with acknowledgement of receipt.
- 14.5 No rights or obligations of the Parties arising from this Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.
- 14.6 Amendments and modifications to the text of this Agreement may only be effected by means of written consent by all the Parties.

- 14.7 Nothing in this Partnership Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.
- 14.8 This Partnership Agreement is drawn up in English, which language shall govern all documents, notices, meetings and processes relative thereto.
- 14.9 The working language of the partnership shall be English.
- 14.10 Both parties commit in allocating to the project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

15. SIGNATURES

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written. Each Party shall sign seven (7) originals and send them to the Coordinator. The Coordinator shall gather all of the original separate signature pages and send to each Party an original separate signature page of each of the other Parties, duly executed, together with the text of this Consortium Agreement within 60 days from the receipt of the last original signature page.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Partnership Agreement

SIGNATURES

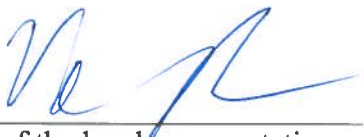
For Coordinator

Turku University of Applied Sciences Ltd.

Name of the legal entity

Vesa Taatila, Rector-President

Name of the legal representative



Signature of the legal representative



Turku 5.3.2018

Date and Place

PARTNERSHIP AGREEMENT for the Project entitled Filling Skills Gaps in Blue Industry by Radical Competence Boost in Engineering VET (RADICAL), ver. 0.1

For the Party 2

Varsinais-Suomen Yrittäjät
Name of the legal entity

Hanna Muuter
Name of the legal representative

Hanna Muuter
Signature of the legal representative

1.3.2018 Turku
Date and Place

PARTNERSHIP AGREEMENT for the Project entitled Filling Skills Gaps in Blue Industry by Radical Competence Boost in Engineering VET (RADICAL), ver. 0.1

For the Party 3

Regional Council of Southwest Finland
Name of the legal entity

Kari Häkämies, Region Mayor
Name of the legal representative


Signature of the legal representative

8.3.2018 Turku
Date and Place

For the Party 4

Meyer Turku Oy

Name of the legal entity

Kari Sillanpää

Name of the legal representative



Signature of the legal representative

Turku 18.3.2018

Date and Place

PARTNERSHIP AGREEMENT for the Project entitled Filling Skills Gaps in Blue Industry by Radical Competence Boost in Engineering VET (RADICAL), ver. 0.1

For the Party 5

Association pour la Gestion de l'Ecole Supérieure des Technologies et des Affaires (ESTA)

Name of the legal entity

Jacques JAECK

Name of the legal representative

Signature of the legal representative

Belfort, 14/05/2018

Date and Place



3 Rue du Docteur Fréry
BP 199 - 90004 BELFORT CEDEX
☎ 03 84 54 53 53
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PARTNERSHIP AGREEMENT for the Project entitled Filling Skills Gaps in Blue Industry by Radical Competence Boost in Engineering VET (RADICAL), ver. 0.1

For the Party 6

Hochschule Hannover

Fakultät II - Maschinenbau

Name of the legal entity

Prof. Dr.-Ing. Martin Grotjahn

Ricklinger Stadtweg 120

30459 Hannover

Tel.: +49-511-9296-1381

Name of the legal representative



Signature of the legal representative

Hannover, 05.03.18

Date and Place



Prof. Dr. Josef von Helden
- Präsident -

**PARTNERSHIP AGREEMENT for the Project entitled Filling Skills Gaps in Blue Industry by Radical
Competence Boost in Engineering VET (RADICAL), ver. 0.1**

For the Party 7

UAS Aschaffenburg
Name of the legal entity

Prof. Dr. Hans-Georg Stark
Vizepräsident
der Hochschule Aschaffenburg

Name of the legal representative

H-G Stark
Signature of the legal representative

AB, 20.03.18
Date and Place

APPENDIX A
Grant Agreement Number 2017 - 2091 / 001 - 001

**APPENDIX B
Project Budget per Party**

**PARTNERSHIP AGREEMENT for the Project entitled
Filling Skills Gaps in Blue Industry by Radical Competence Boost
in Engineering VET (RADICAL), ver. 0.1**

**APPENDIX B
Project Budget per Party**

Budget P1 Turku AMK	
Heading A	
Staff cost	141 830
Heading B	
Travel subsistence cost	12 095
Subcontracting costs	10 000
Other costs	5 000
Total Direct Costs (A + B)	168 925
Indirect costs (up to 7%)	11 800
Total costs	180 725
Total EU grant	144 580
Total COFINANCING	36 145
Total revenue	180 725

**PARTNERSHIP AGREEMENT for the Project entitled
Filling Skills Gaps in Blue Industry by Radical Competence Boost
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**APPENDIX B
Project Budget per Party**

Budget P2 Varsinais-Suomen Yrittäjät	
Heading A	
Staff cost	24 260
Heading B	
Travel subsistence cost	2 175
Subcontracting costs	
Other costs	
Total Direct Costs (A + B)	26 435
Indirect costs (up to 7%)	1 850
Total costs	28 285
Total EU grant	22 628
Total COFINANCING	5 657
Total revenue	28 285

**PARTNERSHIP AGREEMENT for the Project entitled
Filling Skills Gaps in Blue Industry by Radical Competence Boost
in Engineering VET (RADICAL), ver. 0.1**

**APPENDIX B
Project Budget per Party**

Budget P3 Varsinais-Suomen liitto	
Heading A	
Staff cost	24 260
Heading B	
Travel subsistence cost	2 175
Subcontracting costs	
Other costs	
Total Direct Costs (A + B)	26 435
Indirect costs (up to 7%)	1 850
Total costs	28 285
Total EU grant	22 628
Total COFINANCING	5 657
Total revenue	28 285

**PARTNERSHIP AGREEMENT for the Project entitled
Filling Skills Gaps in Blue Industry by Radical Competence Boost
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**APPENDIX B
Project Budget per Party**

Budget P04 Meyer Turku Oy	
Heading A	
Staff cost	27 165
Heading B	
Travel subsistence cost	3 020
Subcontracting costs	
Other costs	
Total Direct Costs (A + B)	30 185
Indirect costs (up to 7%)	2 100
Total costs	32 285
Total EU grant	25 828
Total COFINANCING	6 457
Total revenue	32 285

**PARTNERSHIP AGREEMENT for the Project entitled
Filling Skills Gaps in Blue Industry by Radical Competence Boost
in Engineering VET (RADICAL), ver. 0.1**

**APPENDIX B
Project Budget per Party**

Budget P5 ESTA	
Heading A	
Staff cost	28 790
Heading B	
Travel subsistence cost	1 820
Subcontracting costs	
Other costs	
Total Direct Costs (A + B)	30 610
Indirect costs (up to 7%)	2 100
Total costs	32 710
Total EU grant	26 168
Total COFINANCING	6 542
Total revenue	32 710

**PARTNERSHIP AGREEMENT for the Project entitled
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**APPENDIX B
Project Budget per Party**

P06 UAS Hannover	
Heading A	
Staff cost	30 320
Heading B	
Travel subsistence cost	1 850
Subcontracting costs	
Other costs	
Total Direct Costs (A + B)	32 170
Indirect costs (up to 7%)	2 200
Total costs	34 370
Total EU grant	27 496
Total COFINANCING	6 874
Total revenue	34 370

**PARTNERSHIP AGREEMENT for the Project entitled
Filling Skills Gaps in Blue Industry by Radical Competence Boost
in Engineering VET (RADICAL), ver. 0.1**

**APPENDIX B
Project Budget per Party**

Budget P7 UAS Aschaffenburg	
Heading A	
Staff cost	30 320
Heading B	
Travel subsistence cost	1 850
Subcontracting costs	
Other costs	
Total Direct Costs (A + B)	32 170
Indirect costs (up to 7%)	2 200
Total costs	34 370
Total EU grant	27 496
Total COFINANCING	6 874
Total revenue	34 370