



PARTNERS AGREEMENT

IDENTIFICATION OF THE PROJECT

PROJECT N°.: 101177470

Project Title: E-TALENT

Under the Erasmus+ Programme

International Capacity Building

An agreement between the **Coordinator** and each **Partner** has to be signed before the beginning of the activities of the partnership as described in this agreement; it shall be annexed to the Grant Agreement n°. 101177470, **signed between the project coordinator (Instituto Politécnico do Porto – PPORTO) and the European Education and Culture Executive Agency (EACEA).**

This agreement, shall govern relations between:

Instituto Politécnico do Porto – PPORTO hereafter named “the Coordinator”, represented by Paulo Pereira, President, with registered office at Rua Dr. Roberto Frias, n. 712. 4200-465 Porto, Portugal, and with VAT number PT503606251,

And

Universidad de las Fuerzas Armadas - ESPE, hereafter named “*the Partner*”, represented by Crnl. Victor Emilio Villavicencio Alvarez Ph.D, **Rector**, with registered office at Av. General Rumiñahui s/n y Ambato, Campus Universitario, Sangolquí, Ecuador, with VAT number 1768007390001.

Which have agreed as follows:

Article 1/Subject

1. Having regard to the provisions of Regulation (EU) N°. 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing 'Erasmus+': the Union programme for education, training, youth and sport, published in the Official Journal of EU

Nº L 347/50 on 20/12/2013, the **Coordinator** and the **Partner** commit themselves to carrying out the work programme covered by this agreement and described in annex.

This work programme comes under the Grant Agreement signed between **the Coordinator (INSTITUTO POLITÉCNICO DO PORTO)** and the **European Education and Culture Executive Agency (EACEA)**, for the project **101177470 - E-TALENT**.

The total eligible cost of the work programme abovementioned, all financing combined, is estimated at **1 095 066,89 EUR** (including all taxes and duties).

2. The maximum Erasmus+ contribution to cover the expenditures incurred by any of the partners participating in the programme shall be **985 560,22 EUR** (including all taxes and duties), corresponding to a co-funded rate of 90% of the total eligible costs.
3. The grant shall take the form of reimbursement of real/actual costs incurred in accordance with the following provisions:
 - a) eligible costs as specified in Annex III of the Grant Agreement signed between the coordinator and EACEA;
 - b) estimated budget as specified in Annex II of the Grant Agreement signed between the coordinator and EACEA;
 - c) financial rules as specified in Annex III and IV of the Grant Agreement signed between the coordinator and EACEA.
4. The final financial contribution shall depend on the evaluation of the quality of the results and outcomes of the project implementation, pursuant to the rules laid down at Community level, particularly in the agreement concluded between the Coordinator and EACEA and the Erasmus+ Guide book, but shall, under no circumstances, give rise to a profit.
5. This agreement shall regulate relations between the parties, and their respective rights and obligations regarding their participation in the project under the Grant Agreement nº. **101177470— E-TALENT — ERASMUS-EDU-2024-CBHE**, passed between EACEA and the Coordinator (INSTITUTO POLITÉCNICO DO PORTO).
6. The subject matter of this agreement and the related work programme are detailed in the annexes, which form an integral part of this agreement and that each party declares to have read and approved.
7. By signing the Agreement, the partner accepts the grant and agrees to implement the Project, acting on their own responsibility.

Article 2/Duration

1. The project referred to in Article 1 has 48 months duration, starting on 01-06-2025 and finishing on 31-05-2029.

2. This agreement enters into force on the date of signature by the last of both participating parties to the agreement and terminates at the moment of payment of the balance of the agreement, as mentioned in Article 6.1.
3. The period of eligibility of the costs and expenses, corresponds to the project duration, starting on 01-06-2025 and ending on 31-05-2029.

Article 3/Obligations of the Coordinator

The Coordinator shall:

- i. take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this agreement and in its annexes, in accordance with the objectives of the project as set out in the Agreement concluded between EACEA and the Coordinator;
- ii. send to the Partner a copy of the various reports and of any other official document concerning the project;
- iii. notify and provide the Partner with any amendment made to the Grant Agreement n^o. **101177470 — E-TALENT — ERASMUS-EDU-2024-CBHE** concluded with EACEA;
- iv. define in conjunction with the Partner the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights;
- v. comply with all the provisions of Grant Agreement n^o. **101177470 — E-TALENT — ERASMUS-EDU-2024-CBHE**, binding the Coordinator to EACEA.

Article 4/Obligations of the Partner

The Partner shall:

- i. take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this agreement and in its annexes, in accordance with the objectives of the project as set out in the Grant Agreement n^o. **101177470 — E-TALENT — ERASMUS-EDU-2024-CBHE** concluded between EACEA and the Coordinator;
- ii. communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project;
- iii. promptly inform the coordinator of any delay in the performance of the activities undertaken by the partner under the present Contract.
- iv. accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
- v. make available any documentation/information on project finance and activities required by EACEA or by the Commission or by any other outside body authorised by EACEA, upon request.

- vi. report in time the activities implemented/developed and the costs incurred, demonstrating, when applicable accordingly to the guidelines of the Erasmus+ programme and National Agency, evidences and supporting documents of the activities and costs incurred;
- vii. define in conjunction with the Coordinator the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.
- viii. prove that any communication and promotional material developed by the partner to display the EU flag and to acknowledge the support received under the relevant EU programmes.

Article 5/Financing

1. The total expenditure to be committed by the **Partner** for the period covered by this agreement is estimated at **97 794,79 EUR** (including all taxes and duties).
2. The Erasmus+ contribution for the **Partner** shall be a maximum amount of **88 015,31 EUR**.

Article 6/Payments

1. The **Coordinator** commits himself to carry out payments regarding this agreement to the **Partner** according to the achievement of the tasks and according to the following schedule:
 - i. 1st payment: within 30 calendar days of the signing of the partners' contract between the Coordinator and the Partner and when the first payment is received by the Coordinator from EACEA, corresponding to the pre-financing of 10% of the EU pre-financing amount (70% of the amount indicated in article 5.2);
 - ii. 2nd payment: January 2026, corresponding to the pre-finance of 30% of the EU pre-financing amount (70% of the amount indicated in article 5.2), conditional upon confirmation of progress in the initial project implementation phase;
 - iii. 3rd payment: within 30 calendar days of the receiving of the partners' interim report for the coordinator which is due at month 12 (see section 8.5), corresponding to the pre-finance of 20% of the EU pre-financing amount (70% of the amount indicated in article 5.2);
 - iv. 4th payment: within 30 calendar days of the receiving of the partners' interim report for the coordinator which is due at month 24 (see section 8.5), corresponding to the pre-finance of 20% of the EU pre-financing amount (70% of the amount indicated in article 5.2);
 - v. 5th payment: within 30 calendar days of the receiving of the partners' interim report for the coordinator which is due at month 36 (see section 8.5), corresponding to the pre-

finance of 20% of the EU pre-financing amount (70% of the amount indicated in article 5.2);

- vi. Final payment: within 60 calendar days after the approval of the final report by EACEA and receipt of final payment by the Coordinator, corresponding to the amount specified in 5.2 minus previous payments.
2. **All payments shall be regarded as instalments pending explicit approval by EACEA of the final report**, the corresponding cost statement and the quality of the results of the project.
3. Any revenue generated by the project and received by the Partner must be declared in the financial statement and shall limit the Erasmus+ financial contribution to the amount required to balance revenue and expenditures. Any Partner incurring revenue must declare it and communicate it to the Coordinator so that the Coordinator can fill out the reports.
4. The final payment as mentioned in Article 6.1 can be adapted to consider the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure.
5. Declarations of Expenditure shall be made in Euros or in the partner's local currency, (translated to Euros, using the monthly accounting rate established by the Commission and published on its website¹ applicable on the first month of the period of eligibility of costs as set out in Article I.4.6 of the Grant Agreement), and the coordinator shall make the payments in Euros.

Article 7/Bank account

Bank name: Banco General Rumiñahui

Bank account number: 8029623504

BGR current account at CITIBANK: 36018691

Account Holder: Universidad de las Fuerzas Armadas ESPE

Bank Address: Ecuador – Quito – Av. Republica E6573 y Eloy Alfaro

CÓDIGO SWIFT BGR: BGRMECEQ

SWIFT code: Citius 33

ABA code: 21000089

¹ <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>

Article 8/Reports and relevant deadlines

1. The Partner shall be bound by the obligations set and instructions given for the General Conditions in the Grant Agreement binding the Coordinator to EACEA.
2. The Partner shall keep a record of any expenditure incurred under the Project and all proofs and related documents for 5 years after the date where final payment is received from the Coordinator.
3. The reporting scheme includes two internal reports and two external/official reports, allowing a proper monitoring of the project implementation and expenditures.
4. The Partner commits itself in delivering in time to the Coordinator all the necessary information and support documents or evidence concerning the activities implemented and costs incurred and required for the analysis of the information received and preparation of the reports. Where appropriated, copies of all the necessary supporting documents completed and signed “as true copies of the original” by the legal representative of the Partner shall be send.
5. The following reports will be necessary:
 - i. 1st progress report covering the period from 01/06/2025 to 31/05/2026 (M1 to M12) shall be provided to the Coordinator at the latest by 30/05/2026 (official interim report to be send to EACEA by Instituto Politécnico do Porto);
 - ii. 2nd progress report covering the period from 01/06/2025 to 31/05/2027 (M1 to M24) shall be provided to the Coordinator at the latest by 30/06/2027 (official interim report to be send to EACEA by Instituto Politécnico do Porto);
 - iii. 3rd progress report covering the period from 01/06/2025 to 31/05/2028 (M1 to M36) shall be provided to the Coordinator at the latest by 30/06/2028 (official interim report to be send to EACEA by Instituto Politécnico do Porto);
 - iv. final report covering the entire period of the action from 01/06/2025 to 31/05/2029 (M1 to M48) shall be provided to the Coordinator at the latest by – 30/06/2029 (official final report to be send to EACEA by Instituto Politécnico do Porto).

Article 9/ Monitoring and supervision

1. The Partner shall provide without delay the Coordinator with any information that the latter may request from him concerning the carrying out of the work programme covered by this agreement.
2. The Partner shall make available to the Coordinator any document making it possible to check that the aforementioned work is being or has been carried out.
3. The Partner shall provide the Coordinator with any information and document required from EACEA to the Coordinator in case an audit is required for the project.

Article 10/ Liability

1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this Agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.
2. The Partner shall protect EACEA, the Coordinator and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this agreement, to the extent that these damages are not due to the serious or intentional negligence of EACEA, the Coordinator or their personnel.
3. The partner shall indemnify the coordinator and any other partner against any claim made against or liability incurred by the coordinator in respect of any infringement by the partner of any copyright or other industrial property right or any statutory protection in respect of any report or other material supplied by the partner to the coordinator pursuant to the present Contract.

Article 11/Termination of the agreement

1. The Coordinator may terminate the agreement if the Partner has inadequately delivered or failed to deliver any of the contractual obligations, if it is not due to *force majeure*, and after notification of the Partner through a registered letter that has remained without answer for one month.
2. The Partner shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this agreement.
3. If the Partner or the Coordinator breaches the terms of the present Contract, the other party shall have the right to terminate this Contract.
4. Either party to this Contract shall have the right to terminate this Contract if the other party is insolvent or enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors.
5. The coordinator shall have the right to terminate the present Contract if the partner has made false declarations to the coordinator on work carried out or on expenditure. If the present Contract is so terminated, the coordinator may require the partner to reimburse all or part of the payments made under this Contract.

Article 12/ Damages for Non-performance

1. If the present Contract is terminated for the reason that the partner fails to perform its obligations under the present Contract, the rights and licences granted to the partner

pursuant to this Contract shall cease immediately, and the partner shall forfeit the right to reimbursement for obligations performed.

2. Furthermore, if the Contract is terminated by the coordinator due to non-performance of obligations by the partner, the partner shall be responsible for and pay any direct cost increase resulting from the necessity to remedy the partners breach of responsibilities and to assign the tasks of the partner as specified in the present Contract to one or several parties.

Article 13/ Jurisdiction clause

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

Article 14/ Amendments or additions to the agreement

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

Annexes

1. Grant Agreement nº. **101177470 — E-TALENT — ERASMUS-EDU-2024-CBHE** and its annexes signed between the coordinator and EACEA.
2. Proposal submitted to EACEA and approved where each partner responsibilities are clearly defined.

Done on September 10, 2025, in two copies.

For the **Coordinator**,

For the **Partner**,

(President / Paulo Pereira)

(Rector / Victor Villavicencio Ph.D)

Date:

Date: 05/11/2025