

DÉLIBÉRATION n° CA-04-06-2021-10 DU CONSEIL D'ADMINISTRATION



Séance du 4 juin 2021

Avenant à l'accord de consortium EC2U

Le Conseil d'administration

- Vu le Code de l'éducation ;
- Vu les Statuts de l'université de Poitiers ;
- Vu le document adressé au Conseil d'administration ;
- Vu la proposition présentée en Conseil d'administration ;

Après en avoir délibéré,

ADOPTE

Article 1^{er} : Dispositif

L'avenant à l'accord de consortium EC2U « *supplement n°3 to EC2U consortium agreement : global contracting procedure for the EC2U application* » est approuvé, conformément à la pièce-jointe.

Article 2 : Décompte des voix

La présente délibération est adoptée à l'unanimité.

Fait à Poitiers, le 4 juin 2021
La Présidente de l'université de Poitiers,
Présidente du Conseil d'administration,

Virginie LAVAL

UNIVERSITE DE POITIERS

18 JUIN 2021

Direction des affaires juridiques

Transmis à Madame la Rectrice de la région académique Nouvelle-Aquitaine, Rectrice de l'Académie de Bordeaux, Chancelière des Universités, le

Entrée en vigueur le lendemain de sa publication au *Recueil des actes administratifs* de l'université de Poitiers.

Voies et délais de recours

Si vous estimez que cet acte est irrégulier, vous pouvez former :

- soit un recours administratif, qui peut prendre la forme d'un recours gracieux, devant l'auteur de l'acte ou celle d'un recours hiérarchique devant l'autorité hiérarchique compétente. Ce recours administratif doit être présenté dans les deux mois à compter de la notification du présent acte si vous souhaitez pouvoir former un recours contentieux contre une décision de rejet de votre recours gracieux. Celui-ci est réputé rejeté si vous n'avez pas reçu de réponse dans les deux mois suivant sa réception par l'administration. Vous disposez alors de deux mois pour former un recours contentieux. Si une décision expresse vous est notifiée dans les quatre mois suivant la réception de votre recours gracieux par l'administration, vous disposerez alors d'un délai de deux mois, à compter de la notification de cette décision expresse, pour former un recours contentieux.
- soit un recours contentieux devant le tribunal administratif territorialement compétent, dans le délai de deux mois à compter de la notification ou de la publication du présent acte.

Depuis le 1^{er} décembre 2018, vous pouvez également déposer votre recours juridictionnel sur l'application internet Télérecours citoyens, en suivant les instructions disponibles à l'adresse suivante : www.telerecours.fr
Dans ce cas, vous n'avez pas à produire de copies de votre recours et vous êtes assurés d'un enregistrement immédiat, sans délai d'acheminement.

SUPPLEMENT N°3 TO EC2U CONSORTIUM AGREEMENT: GLOBAL CONTRACTING PROCEDURE FOR THE EC2U APPLICATION

between

The University of Poitiers
(15 Rue de l'Hôtel Dieu, 86973 Poitiers Cedex 9, France)
represented by Prof. Virginie Laval, President,
hereinafter referred to as **EC2U Coordinator**

and

the Universities involved in the *European Campus of City-Universities (EC2U) Alliance,*
hereinafter referred to as **EC2U Partners** (in alphabetical order of the cities)

The University of Coimbra
(Paço das Escolas, 3004-531 Coimbra, Portugal)
represented by Prof. Dr. Amílcar Falcão, Rector

Alexandru Ioan Cuza University of Iasi
(Bd. Carol I nr 11, 500706, Iasi, Romania)
represented by Prof. Dr. Tudorel Toader, Rector

The University of Jena
(Universitätshauptgebäude, Fuerstengraben 1, 07743 Jena, Germany)
represented by Prof. Dr. Walter Rosenthal, President

The University of Pavia
(Corso Strada Nuova n. 65, 27100 Pavia, Italy)
represented by Prof. Francesco Svelto, Rector

The University of Salamanca
(Patio de Escuelas, 37008 Salamanca, Spain)
represented by Prof. Ricardo Rivero Ortega, Rector

The University of Turku
(FI-20014 Turun yliopisto, Finland)
represented by Prof. Jukka Kola, Rector

In addition to the sections described in the main part of the EC2U Consortium Agreement, entered into force on 01/11/2020, the EC2U Coordinator and EC2U Partners agree on the following:

Section 1: Scope

The Supplement N°3 to the EC2U Consortium Agreement is related to the global purchase of “My Mobile Tutor (MMT)”. It defines the objectives, governance, tasks and operational conditions of the sub-contracting of MMT. Sub-contracting is allowed under certain conditions (e.g. best value for money). The tasks and the estimated cost for this subcontracting have been foreseen in the initial application and estimated budget. Annex 1 of the Grant Agreement clearly mentions the development of this EC2U mobile application and of its functionalities through the use of MMT. University of Turku (UTU) is the leader of Work Package 2 (WP2) where the related

activity takes place and therefore will act as the Global Contractor with CYF Digital Services hereinafter referred to as Service Provider for the sub-contracting of the MMT development at all partners.

Section 2: Entry into force, duration and termination

The present Supplement N°3 to the EC2U Consortium Agreement shall have effect from 1st May 2021, even if signed by all Parties after this date, and it will be in force until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under the Consortium Agreement and its Supplement N°3. This Supplement N°3 or the participation of one or more members of the EC2U consortium may be terminated under the same conditions as described in the Consortium Agreement. This Supplement is valid during the Project until 31st October 2023. Service Provider shall propose a new Contract at the latest six (6) months before this Supplement ends and it must be signed minimum four (4) months to secure the continuation of the Service. The new contract for the Service can be signed with the EC2U Project or with any EC2U university individually, if needed. If continuation of the Service shall not take place, the technical maintenance and the support of the Product shall be ended.

Section 3: Applicable legislation

Here is referred to the article 10.1. of the EC2U Grant Agreement. In the present activity, the principle of best value for money has been implemented. Indeed, in the case of the EC2U mobile application, based on My Mobile Tutor: this system is already in place at University of Turku (UTU) and provided only by CYF Digital Services. Therefore, no other company can offer the same product without additional development costs and therefore CYF Digital Services is offering the "best value for money".

Global Contractor will initiate a national procurement procedure where the criterion for direct award of contract is that the EC2U consortium and its specific activities require that certain provider (CYF Digital Services) is used as it ensures the "best value for money" condition, which the funding institution (European Commission) requires. This way Global Contractor can produce a document that demonstrates they have duly declared this purchase to the market, to be kept for the record.

Section 4: Responsibilities of the Parties

EC2U WP2 Coordinator (University of Turku) is responsible for the Activity, which includes the My Mobile Tutor Application. An ad'hoc Activity Implementation Group will be created (see below). The WP2 Board shall be ultimately in charge of the major decisions related to the Activity such as but not limited to issues in which Activity Implementation Group shall have disagreement of the functionalities, visual design or other components of the Product. WP2 Board will be informed regularly about the progress of this Activity. The leader of the WP2 Board will regularly report to the EC2U Executive Committee.

Activity Implementation Group will decide upon when and where to meet and who will be needed to attend the meetings. Meetings can be organised as online meetings. It shall take decisions about the implementation of the Product and detailed schedule and responsibilities of the Activity.

Activity Implementation Group shall include:

Members of EC2U consortium:

- Local Project Manager of WP2 from the University of Turku (UTU)
- Technical coordinator from each EC2U Partner and EC2U coordinator, except from UTU, unless they are willing to nominate a person
- A person responsible for the local content of the Product and marketing and communications of the Product during the launch from each EC2U Partner and EC2U coordinator
- Other members of the EC2U Partners and EC2U coordinator, if and when needed

Members of the Service Provider:

- Project Manager, Leader of the Project Group
- Technical Project Manager
- Technical experts of the Service Provider
- Other members of the Service Provider, if and when needed

4.1 The coordination of the transaction- role and obligations

The University of Turku (UTU) will act as the Global Contractor and will be responsible for the timely payments to the CYF Digital Services. The six other EC2U Partners and EC2U Coordinator will transfer their share of the cost to the Global Contractor. EC2U Alliance will comply with Article 4.2 of the Grant Agreement that states: "The estimated budget breakdown indicated in Annex 2 may be adjusted — without an amendment (see Article 39) — by transfers of amounts between beneficiaries, budget categories and/or forms of costs set out in Annex 2, if the action is implemented as described in Annex 1".

The first money transfers from EC2U Partners and EC2U Coordinator to the Global Contractor will be performed within 30 days after the Supplement is signed by all the members of EC2U consortium and the second series of money transfers will be made by 31st January 2022.

The Overall budget for the Activity is 150 000 Euros (including VAT 24%) to be divided into 7 equal parts (21 428,57 Euros each) as it is described in the table 1 below.

The Overall budget for the Service is 24 000 Euros (including VAT 24 %) to be divided into 7 equal parts (3 428,57 Euros each) as it is described in the table 2 below. Before the Service period can start there shall be an official Approval from the Global Contractor. The Activity period will then end, and the Service period will start. Parties agree that the Service period starts after the Product has been launched, i.e. 1st April 2022 and continues until 31st October 2023.

Table 1. Breakdown of contributions to the Activity budget

WP2			
Transfer from the partner	Other costs		Transfer to UTU
UP	21 428,57	Development of EC2U Application	21 428,57
UC	21 428,57		21 428,57
UAIC	21 428,57		21 428,57
UNIPV	21 428,57		21 428,57
USAL	21 428,57		21 428,57
UTU	21 428,57		21 428,57
FSU	21 428,57		21 428,57
Total	150 000,00		150 000,00

Table 2. Breakdown of contributions to the Service budget

WP2			
Transfer from the partner	Equipment		Transfer to UTU
UP	3 428,57	Maintenance fees for EC2U application	3 428,57
UC	3 428,57		3 428,57
UAIC	3 428,57		3 428,57
UNIPV	3 428,57		3 428,57
USAL	3 428,57		3 428,57
UTU	3 428,57		3 428,57
FSU	3 428,57		3 428,57
Total	24 000,00		24 000,00

The bank data for the money transfer:

UNIVERSITY OF TURKU BANK ACCOUNT INFORMATION

- Bank: Danske Bank
- IBAN account number: FI05 8919 9710 0009 63
- BIC: DABAFIHH
- Bank information in international settlements:

Account holder: University of Turku

Address: Danske Bank Plc

Televisiokatu 1, Helsinki

00075 DANSKE BANK

Finland

- Business Identity Code: 0245896-3
- VAT number: FI02458963

• obligatory information to be included in the message field of a payment (the person making the payment adds the information):
2601226/26005269 and EC2U/Liisa Järvinen

4.2 Responsibilities for the partners of EC2U Alliance

Parties shall immediately notify each other in writing (e.g. email) of any circumstances that may jeopardize the implementation of the Activity or fulfilment of the Service.

- EC2U Partners and EC2U Coordinator allocate adequate amount of personnel to ensure efficient progress of the Activity and to ensure the efficient operations of the Service. The specific expertise, such as IT and marketing, of the personnel will be determined during the activity and communicated to the EC2U Partners and EC2U Coordinator.
- EC2U Partners and EC2U Coordinator execute final testing and its reporting as mutually agreed.
- EC2U Partners and EC2U Coordinator will do its utmost to resolve the challenges and problems that arise during the Activity and the Service.
- If, for any reason, one or more EC2U Partners and EC2U Coordinator do not perform its tasks even after reminders WP2 Board can decide to continue without the EC2U university in question in order to proceed with the Activity without impacting the overall target and price of the Activity.
- EC2U Partners and EC2U Coordinator shall, in the agreed manner, provide the Service Provider with sufficient and correct information and instructions in order to perform the work included in the Activity.
- EC2U Partners and EC2U Coordinator shall make sure their members execute the mutually agreed tasks in timely manner. If tasks shall not be executed and such actions hinder the progress of the Activity, Service Provider has the right to halt their operations without effecting the agreed payments.
- EC2U Partners and EC2U Coordinator shall provide the agreed content of the Product in timely manner.
- EC2U Partners and EC2U Coordinator shall be responsible for the marketing and communications of the Product in their own universities.

4.3. Responsibilities for the Service Provider (CYF Digital Services)

- The Service Provider allocates adequate amount of personnel to ensure efficient progress of the Activity and to ensure the efficient operating of the Service.
- The Service Provider implements the mutually agreed Product and its functionalities considering possible changes and alterations agreed during the Activity.
- The Service Provider undertakes to perform the tasks for which the Service Provider is responsible for, in conformity with the Global Contract, with due care and with the professional skills required for the tasks.

- The Service Provider shall make sure that both WP2 Board and Activity Implementation Group is informed in timely manner.

Section 5: Liability towards each other

5.1 Data protection, Ownership and property rights

- Service Provider shall have the ownership, title, copyright, and other intellectual property (IP) rights to the Product, excluding content provided by EC2U Alliance or other parties.
- The IP rights to the content, such as local information and photos about the respective city and university, will belong to the creator of such content.
- Service Provider shall maintain all rights, ownership, title and interest in products, services, software, copyrights or related rights, drawings, know-how, patents, utility models, technology, data, domain names, registered or unregistered trademarks, brands, logos, designs, design patents, trade names or any other symbols used by Service Provider which have existed prior to this Global Contract or which have been developed or acquired completely independently of EC2U Alliance and Global Contract.
- In case the Product contains, utilizes or draws on any pre-existing IP of Service Provider, Service Provider shall give EC2U Alliance, a non-exclusive and non-transferable license to use the pre-existing IP for the purpose of fulfilling the goals of this Supplement, limited to the duration of the Supplement.
- Service Provider has the right to utilize the knowledge and IP rights acquired during the Activity in other Service Provider's projects and activities.
- EC2U Alliance has a right to use the Product during the Service period.
- EC2U Alliance has a right to update the content of the Product using Admin tool provided by the Service Provider or using integrations implemented during the Activity.

Section 6: Relationship of Global Contractor and Service Provider

The currency to be used for prices and invoicing is in Euros.

The Overall budget for the Activity is 150 000 Euros (including VAT 24%). The duration of the Activity is defined to be from 1st May 2021 until 31st March 2022. The payment will be divided into 6 parts (25 000 Euros each). The first payment will be dated on 24th May 2021. Following payments will be dated every other month on the 10th of (i.e. second payment will be dated on 10th July 2021 and so on).

The Overall budget for the Service is 24 000 Euros (including VAT 24 %). The Global Contractor shall pay the Service Fee to the Service Provider in three equal payments:

- 10th April 2022: 8 000 Euros (including VAT 24%)
- 10th October 2022: 8 000 Euros (including VAT 24%)
- 10th April 2023: 8 000 Euros (including VAT 24%)

If the launch of the Product will be delayed 30 days or more from the agreed schedule for reasons beyond Service Provider's control, the Annual Fee shall be invoiced as agreed above, unless otherwise agreed in writing by both Parties.

The payment term for the Activity Payments and Service Fees is 14 days net from the date of invoice.

Interest on delayed payments accrues in accordance with the Interest Act of Finland.

Section 7: Processing of Personal Data

- The Service Provider shall take any appropriate technical and organisational measures to combat and prevent unauthorised and unlawful processing of personal data and to prevent unintentional loss, change, destruction of or damage to personal data.
- Both the Service Provider and EC2U Alliance shall be responsible for processing any personal data according to General Data Protection regulation of the European Union, any other applicable data protection provisions, and any regulations and instructions issued by the data protection authorities.
- Personal Data that might be collected when using the Product and its processing shall be defined in the Privacy Policy of the Product.

Section 8: Signatures

As proof of conformity with the above, the seven parties sign the present Supplement to Consortium Agreement at the time and place figuring below (electronic signature is allowed):

For the EC2U Coordinator:

Prof. Virginie Laval	Stamp of the University
President of the University of Poitiers	
Done at Poitiers, Date:	

For the EC2U Partners:

Prof. Amílcar Falcão	Stamp of the University
Rector of the University of Coimbra	
Done at Coimbra, Date:	

Prof. Tudorel Toader	Stamp of the University
Rector of <i>Alexandru Ioan Cuza</i> University of Iași	
Done at Iași, Date:	

Prof. Walter Rosenthal	Stamp of the University
President of the University of Jena	
Done at Jena, Date:	

Prof. Francesco Svelto	Stamp of the University
Rector of the University of Pavia	
Done at Pavia, Date:	

Prof. Ricardo Rivero Ortega

Stamp of the University

Rector of the University of Salamanca

Done at Salamanca, Date:

Prof. Jukka Kola

Stamp of the University

Rector of the University of Turku

Done at Turku, Date: