

Partnership Agreement

Grant Agreement N°: 2015-3269/001-001
Project N°:561985-EPP-1-2015-1-DE-EPPKA2-CBHE-JP
TACES - Introducing Transdisciplinary European Studies in Tajikistan

The present Partnership Agreement, hereinafter referred to as "the Agreement", is made and entered into by and between,

Technische Universitaet Dresden [TUD]

Public body
01062 Dresden
Germany
VAT number: DE 188 369 991

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by [REDACTED] Chancellor, the legal representative as defined in the Grant Agreement [2015-3269/001-001],

and the following beneficiary:

Palacky-Unlversitaet Olomouc, [UPOL]

Public body;
Kfifikovskeho 10
77180 Olomouc
Czech Republic
VAT number CZ 61989592

hereinafter referred to as the "beneficiary", represented for the purposes of signature of this Agreement by their legal representatives, according to the Mandates previously signed and attached to the Grant Agreement (here in Annex I).

Where a provision applies without distinction to the "coordinator" and the "beneficiary", for the purpose of this Agreement they will be collectively referred to as the "beneficiaries".

The parties hereby have agreed as follows:

Article 1
Subject of the Partnership Agreement

1.1 This Agreement defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ CBHE action TACES - Introducing Transdisciplinary European Studies in Tajikistan (hereinafter referred to as the "project").

1.2 The beneficiaries, undertake to do everything in their power to carry out the work programme forming the subject of this Agreement in cooperation with the beneficiaries involved into the TACES consortium as specified in the Grant Agreement (Annex 1), which falls within the framework of the Grant Agreement (2015-3269/001-001) concluded between the coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), on 01.12.2015 related to the above-mentioned project.

1.3 The subject matter of this Agreement and the related work programme are detailed in the annexes of the Grant Agreement. The respective Grant Agreement terms and conditions, related annexes and guidelines, shall form an integral part of the present Agreement, and take precedence over it (see Article 20 of the present Agreement for the list of annexes).

1.4 The beneficiaries shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2
Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

Article 3
Obligations and responsibilities

3.1 General obligations and role of the beneficiaries.

The beneficiaries:

- (a) are jointly responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement and approved application, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) are jointly responsible for complying with any legal obligations incumbent on them jointly or individually;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;

- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.

3.2 Specific obligations and role of the coordinator.

The coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the beneficiary and the Executive Agency, and inform the beneficiary of any relevant communication exchanged with the Executive Agency;
- (c) inform the beneficiary of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (d) as the sole recipient of payments on behalf of all beneficiary, transfer funds to the beneficiary without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the beneficiary, as per the dispositions of Article I.4 of the Grant Agreement;
- (h) provide one copy of this Agreement duly signed to each beneficiary and to the Executive Agency within 6 months of the signature of the Grant Agreement.
- (i) provide the beneficiary with official documents related to the project, such as the signed Grant Agreement and its annexes, the Guidelines for the Use of the Grant, the various reports templates and any other relevant document concerning the project.
- (j) transmit to the beneficiary copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.

3.3 Specific obligations and role of each beneficiary (excluding the coordinator).

Each beneficiary undertakes to:

- (a) ensure adequate communication with the coordinator and with the other beneficiaries which are bound by a separate Partnership agreement;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement without undue delay;
- (c) submit in due time (within the deadlines set by the coordinator) to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project without undue delay;
- (e) notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);

- (f) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.

Article 4 **Financing the action**

4.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to 902.713,00 EUR and shall take the form as stipulated in Annex III of the Grant Agreement. Without prejudice to the right to terminate the grant, in case of failure to fulfil this obligation, the Executive Agency may apply a 20% reduction of the grant initially provided for or penalties in case of poor, partial or late implementation of the action. In that case the coordinator will decide on adjustments to ANNEX II in order to implement the project tasks sufficiently.

4.2 The Erasmus+ grant contribution is awarded to the partnership under the form of:

- a "*reimbursement of actual costs*" for Equipment and Subcontracting costs
- a "*unit contribution*" to the costs incurred for Staff costs, Travel costs and costs of Stay

4.3 The grant contribution to the project is intended to cover only part of the costs actually incurred by the beneficiary in carrying out the activities foreseen. The beneficiary commit to provide additional resources to the project so as to ensure its full implementation in accordance with the Grant Agreement.

4.4 Full details of the estimated budget breakdown per beneficiary and budget category is given in Annex II of this Agreement.

Article 5 **Payment arrangements**

5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary using the accounts stipulated in Annex VI of this Agreement.

Payments

All requests for payment of the Beneficiary must be accompanied by original documents showing the costs of each action. In case of missing original documents (or certified copies) for any reason, the Beneficiary faces reclaims and must pay the costs from its own resources.

Reimbursement of costs incurred

Within 30 days of receipt of the necessary proofs of expenditure/activity (as specified in the Guidelines for the Use of the Grant), the coordinator will reimburse to the beneficiary's account specified on Annex VI of this Agreement the costs actually incurred in accordance with the estimated budget breakdown identified under Annex II of the Agreement.

5.3 Beneficiary are obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the beneficiary will be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.

5.4 A beneficiary that spends less than its allocated share of the grant as set out in ANNEX II of this agreement or – in case of reimbursement via unit costs – implements less units than foreseen in the

ANNEX II will be funded in accordance with its actual duly justified eligible costs only. A Beneficiary that spends more than its allocated share of the grant as set out in the ANNEX II of this agreement will be funded only in respect of duly justified eligible costs up to an amount not exceeding that share. If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the project, the following procedure will apply:

The beneficiary responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator without undue delay.

5.5 The costs of financial transfers shall be borne as following:

The costs of financial transfers as well as the costs of repeated transfers caused by one of the parties need to be covered by the beneficiary.

5.6 All reimbursements/payments will be realized in EURO. So, it is in the responsibility of the beneficiary to provide bank details for an account that accepts EURO as currency. In case of failing to provide such an account, all exchange rate losses will be at the Beneficiary's or individual's expense.

5.7 Documents need to show the costs of each action in Euro for EU Co-Beneficiaries or the local currency for Beneficiaries in partner countries. In case of local currencies other than Euro, the official European Union exchange rate will be used for accounting.

5.8 The final payment to the Beneficiary, hereafter named as balance of payment, will only be made after the receipt of final payment from the Education, Audiovisual and Culture Executive Agency (EACEA) on the Coordinator's account. The payment of the balance may be less than 10% as a result of spending and/or financial auditing undertaken by the EACEA.

5.9 All payments are made subject to the acceptance of the costs by EACEA, including unduly paid amounts identified as such during an ex-post audit by the Executive Agency.

5.10 In case a Beneficiary earns any receipt that is deductible from the total grant contribution, the deduction is only directed toward the beneficiary earning such income. The other beneficiary financial share of the grant shall not be affected by one beneficiary's receipt. In case the relevant receipt is more than the allocated share of the beneficiary as set out in ANNEX II the Beneficiary shall reimburse the funding reduction suffered by other beneficiaries.

5.11 A beneficiary leaving the project shall refund all payments it has received except the amount of contribution accepted by the Executing Authority.

Article 6 Reporting

6.1 The coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the beneficiary commit to provide the coordinator with all necessary information and, if applicable, originals of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

6.2 The coordinator shall provide the beneficiary with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO.

6.3 The beneficiary shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for a period of 5 years after the payment of the final balance under the Grant Agreement. The coordinator may reject any item which cannot be justified in accordance with the rules set out by the Executive Agency in the Grant Agreement and in the Guidelines for the Use of the Grant.

Article 7

Budgetary and financial management

7.1 The Erasmus+ grant contribution to the project's staff costs, travel costs and costs of stay will be calculated on the basis of "unit contributions" whose individual amounts are specified in the Erasmus+ Programme Guide, in the Guidelines for the Use of the Grant and in the Guidelines for the Special Mobility Strand (when applicable).

7.2 For the implementation of the project and the beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the partnership will apply the following procedure:

7.2.1 Staff costs:

Original of documents required to substantiate staff costs for employees of the Co-Beneficiary are:

- Convention for Staff Costs (refer to Annex III)
- Timesheets (refer to Annex III)
- Certified copy of the working contract
- Official Confirmation about the average daily salary rate

The staff costs must not exceed the reference daily rates for EU and partner country staff costs (refer to Annex III).

7.2.2 Travel costs and costs of stay:

Cost from the category "travel" must be claimed by providing all travel documents as original the original hotel invoice and all boarding cards as originals to the Coordinator. Boarding passes for flights, train and bus tickets and receipts for taxis must be personalized to the name of the travelling person. In addition to that, all transportation tickets must be accompanied by an original invoice showing the addresses of the beneficiary or the private address of the traveller. In case the money is reimbursed to the beneficiary (institution) certified copies of travel documents can be accepted.

Costs of stay are the costs for accommodation, meals, local transport and other incidentals. The traveller will receive those costs based on overnight stays (on the amount of days you stay) but no more than the number of days planned in the budget. Precondition for reimbursement are a proper filled and signed "Annex III- Individual Travel Report" form (Annex III), plus the hotel invoice/s for the respective stay submitted to the coordinator.

7.3 The Erasmus+ grant contribution to the project's equipment and subcontracting costs will be based on the justification of the costs actually incurred. This justification will take the form of the support documentation specified in the relevant section of the Guidelines for the Use of the Grant.

7.3.1 Equipment:

There are two options for the purchase of equipment. The first option is the pre-financing through the beneficiary and reimbursement after purchase by the coordinator to the beneficiary. The second option is the sale of equipment as a three-party transaction – between the seller, the beneficiary as recipient and the coordinator as buyer. It is mandatory to conclude a contract between those parties. Further documents required for reimbursement are:

- Three offers (for all purchases of more than 1.500 EUR),
- The invoice showing the address of the beneficiary
- Proof of inventory (after the purchase)

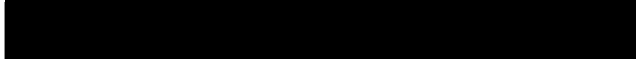
The choice between those two options is depending on regulations by the Executive Agency and TU Dresden and therefore rests with the Coordinator.

7.3.2 Subcontracting costs:

- Three offers (for all purchases of more than 1.500 EUR),
- The invoice showing the address of the beneficiary

Please note that all invoices and/or bills must SHOW your institution's official address. In case of a three-partied agreement the invoice must show the coordinator's address

Technische Universität Dresden
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And as delivery address your institution's official address.

7.4 The beneficiary confirms that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.

7.5 Each beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in project activities.

Article 8 Promotion and visibility

9.1 The beneficiaries shall ensure adequate promotion of the project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the project.

9.2 Any notice or publication by the project, including at a conference or a seminar, must specify that the project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

Article 9 Confidentiality and data protection

9.1 . All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grand Agreement, for a period of 5 (five) years after the end of the Project:

- (a) Not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- (b) not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- (c) to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and

- (d) to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

9.2 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- (a) the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- (b) the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- (c) the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- (d) the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- (e) the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- (f) the Confidential Information was already known to the Recipient prior to disclosure, or
- (g) the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

9.3 The Recipient shall apply the same degree of care with regard 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

9.4 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

9.5 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article II.6 of the Grant Agreement.

Article 10

Ownership and property rights

10.1 The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiary, in compliance with Article I.7 of the Grant Agreement.

10.2 Materials already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

10.3 With a view to promoting the use of techniques or models favourable to the environment, the Parties shall ensure that all documents, patents and know-how directly resulting from the Project implementation shall be made available throughout the Union as soon as they are available, on non-discriminatory and reasonable commercial conditions. The beneficiaries shall comply with this obligation for a period of five years after the final payment.

Article 11 Liability

11.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

11.2 The beneficiaries shall protect the Executive Agency against any action for damages caused or sustained by any of the beneficiaries, including an damage caused or sustained to third parties, as a result of the implementation of the project or because the project was not implemented or implemented poorly, partially or late.

11.3 Except in cases where a party acts intentionally or with gross negligence, neither part will be liable to the other under any circumstances for any special indirect, consequential, or punitive damages, including, but not limited to loss of profits, loss of business opportunities, or loss of goodwill.

11.4 The terms of this agreement shall not be construed to amend or limit any party's mandatory statutory liability.

Article 12 Conflict of interest

12.1 The coordinator and beneficiary must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

12.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the coordinator without delay, and the beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

12.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

Article 13 Working languages

13.1 The working language of the partnership shall be English.

13.2 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.

Article 14 Conflict resolution

14.1 In case of conflict between the project partners (Annex I) resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties

involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

14.2 Disputes should be addressed in writing to the project Steering Committee (or a body consisting of representatives of all the project partners), that will try to mediate in order to resolve the conflict.

14.3 If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, the courts of Dresden shall have exclusive jurisdiction.

14.4 Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

Article 15 **Applicable law and jurisdiction**

15.1 This Agreement is governed by the German law, being the law of the coordinator's country.

15.2 In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the coordinator's country.

15.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

15.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

15.5 This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

Article 16 **Termination of the Agreement**

16.1 In the event that the beneficiary fails to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate their participation in the project, upon formal written authorisation by the Executive Agency.

16.2 The coordinator shall notify the beneficiary in cause by registered letter. The beneficiary has one month to supply all relevant information to appeal the decision.

Article 17 ***Force Majeure***

17.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

17.2 Neither of the parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to *force majeure*. The parties shall take all necessary measures to minimise possible damage to successful project implementation.

**Article 18
Amendments**

18.1 Any amendments to this Agreement must be made in writing by means of a Supplementary Agreement, and become effective when signed by the authorised legal representatives of both parties. No oral agreement may bind the parties to this effect.

18.2 The amendment may not have the purpose or the effect of making changes which might call into question the dispositions of the Grant Agreement.

**Article 19
Annexes**

- Annex I – Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment
- Annex II- Partner budget
- Annex III - Guidelines for the Use of the Grant.
- Annex IV - Visibility Guidelines
- Annex V – Administrative Information Coordinator
- Annex VI - Individual Bank account of beneficiary organisation

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

For the Coordinator
The legal representative

For the Beneficiary
The legal representative

Signature and stamp
Done in Dresden

Date 04.05.2016

Signature and stamp
Done in Olomouc

Date 21.04.2016