

v. 420/vs/2016



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Erasmus+ Programme
of the European Union

ERASMUS+ programme
KA2 – Cooperation for innovation and the exchange of good practices
PARTNERSHIP AGREEMENT

15.11.2016., Nr.

The Partnership agreement is concluded on the basis of the Erasmus Plus programme Strategic Partnership project "Online Study Platform on Mediation" (project nr. 2016-1-LV01-KA203-022660) between (PROJECT):

Turiba University, national ID 40003135880, hereinafter referred to as **Coordinator**, located at Graudu street 68, Riga, LV-1058, Latvia, represented by Chairman of the Board Mr. Aldis Baumanis, the main beneficiary of ERASMUS+ PROJECT

and

highest educational institution:

University of Economics, Prague, located at W. Churchill Sq.4, 130 67 Prague 3, Czech Republic, represented by rector Prof. Ing. Hana Machkova, CSc.

hereinafter generally referred to as **Partner**,

and together referred to as **the Partnership or Partners**,

considering that:

ERASMUS+ programme is programme in cooperation for innovation and the exchange of good practices in the field of Strategic Partnerships for higher education in order to develop and promote mediation;

The Coordinator has submitted a proposal for the project under the call 2016 of Round 1;

have agreed on the following:

Object of the agreement

Erasmus+ programmes 2nd Key Action strategic partnerships in higher education sector project "Online Study Platform on Mediation", hereinafter to as **Project (Annex Nr.1)**, implementation.

Project is implemented in cooperation of 6 partners: Turiba University, Latvia (Coordinator), Mykolas Romeris University (Lithuania), University of Genoa (Italy), University of Economics, Prague (Czech Republic), University of Graz (Austria) and University of National and world economy (Bulgaria). The objective of the Project is to create a multinational network of academics to elaborate close cooperation team, to develop web-platform and teaching materials for mediation studies and to organize mediation course for multinational group of

students which will help to test and improve developed materials. The project directly address the needs of three groups – students studying law and psychology, governmental organizations involved in justice keeping matters, NGOs protecting amicable settlement of disputes and academics teaching mediation course.

By signing the Agreement, Partners agree to the assigned project and undertake to implement the Project in accordance with the terms of the Agreement and approved Project, taking full responsibility.

The project is being implemented from 1st of September 2016 to 30 of April 2019 inclusive (also the period of eligibility of the costs).

Organization of the Partnership

The Partnership will communicate in English. All documents exchanged between Parties will be written in English.

The Partnership undertakes to organize during the project at least 5 direct and personal meetings of involved Parties, experts and researchers in either university of the Parties.

Partner undertakes the following during 1st kick-of meeting:

- To nominate project coordinator, who shall be contact person and responsible person for project management;
- To nominate one academic coordinator, who shall cooperate with management and will ensure management and timing of the course related to the academic issues;
- To nominate Supervision Committee member, who shall monitor the project implementation and control / approve project reports.

Obligations of the Partnership

- 1) be jointly and severally responsible for carrying out the Project in accordance with the terms and conditions of the Agreement and Project proposal;
- 2) be responsible for complying with any legal obligations incumbent on them jointly or individually;
- 3) make appropriate internal arrangements for the proper implementation of the Project and reporting, consistent with the provisions of this Agreement and Programme guidelines.

Obligations of each Partner

Each Partner shall:

- 1) inform the Coordinator immediately of any change likely to affect or delay the implementation of the Project of which the Party is aware;
- 2) inform the Coordinator immediately of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
- 3) participate in all project meetings stated in Project proposal as well as to implement all activities described in the Project;
- 4) implement project activities in accordance with Project proposal (Annex 1);

5) ensure national and local dissemination activities: publish information about the Project and main project activities (Intensive Course, teachers training, local dissemination events and developed project outcomes) in Webpage, organise local dissemination seminar with at least 20 target group participants, send information to local and national mass media and target group representatives about project results. Any communication or publication related to the Project shall indicate that the Project has received funding from the Union and European Union and display the European Union / programme emblem;

6) submit in due time to the Coordinator reports:

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| Progress report | Deadline: 01.05.2017. |
| Interim report | Deadline: 15.01.2018. |
| Final report | Deadline: 01.05.2019 |

- the data needed to draw up the reports, financial statements and other documents for Project implementation;
- All activities must be implemented and costs should be reported according to the rules stated in Annex 3.
- all necessary documents should be presented in reports or in the event of audits, checks, evaluation and monitoring.

7) keep all original financial and management documents for any audit 5 years after the Project.

Obligations of the Coordinator

The coordinator shall:

- 1) monitor that the Project is implemented in accordance with the Agreement;
- 2) be the intermediary for all communications between the Partners;
- 3) provide to the Partner information related to any change in the name, address, legal representative as well as in the legal, financial, technical, organisational or ownership situation;
- 4) bear responsibility for supplying necessary documents and information to the Partner that may be required under the Agreement;
- 5) make the appropriate arrangements for providing financial guarantees to the Partner required under the Agreement;

Financial obligations of the Partner and Coordinator

- 1) Coordinator undertakes to pay to the Partner **6500 EUR** for coordination and management of the Project (project coordinator, financial manager costs, dissemination events, other administration and management costs), **7535 EUR** for development intellectual outputs, **1000 EUR** for Organisations of Dissemination event (20 participants). All costs are specified in Annex 2.
- 2) Total amount of the partner is **15035 Eur**. First payment in amount of 65% (**9772.75 EUR**) will be made after signing agreement and receiving invoice. Final payment in amount of 35% (**5262.25 EUR**) will be made in case if all activities will be implemented according to the project proposal and after approval of final report of the Project (on May-June 2019), after receiving invoice from the Partner.
- 3) Partner undertake to Implement and manage the project and achieve project results as described in Project;

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- 4) Partner and its experts undertakes to participate in development of Project intellectual outputs according to the number of hours and rates stated in project budget;
 - 5) Partner undertakes to provide financial documentation for Intellectual Outputs' development (Work contracts of experts, Amendments of Work contracts, payment confirmation slips (salary and taxes), time sheets).
 - 6) All other project costs not specified in Annex 2 (lump sums stated in Project budget for project meetings, teachers' and students' travel costs and Subsistence costs) will be covered by Coordinator directly to Participants. Project partner is responsible to provide Lump sum justifications if requested by Coordinator (boarding passes, Local travel tickets, business trip reports, invoices and other travel documentation).
 - 7) Partners undertake to refund any expenses in case if National Agency (NA) or auditors doesn't recognize expenses under the documents provided by Partners.

Confidentiality

All Partners under the Agreement shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Agreement and which are explicitly indicated in writing as confidential.

The beneficiaries shall not use confidential information and documents for any reason other than fulfilling their obligations under the Agreement.

Force majeure

"*Force majeure*" shall mean any unforeseeable exceptional situation or event beyond the Partners' control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part, affiliated entities or third parties involved in the implementation and which proves to be inevitable in spite of exercising all due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as *force majeure*.

A Partner faced with *force majeure* shall formally notify the other Partners and Coordinator without delay, stating the nature, likely duration and foreseeable effects.

The Partner shall take the necessary measures to limit any damage due to *force majeure*. They shall do their best to resume the implementation of the Project as soon as possible.

Duty to keep documents

The Partner shall keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein; for a period of five years starting from the date of signing agreement, unless a longer duration is required by the national law.

Amendments to the agreement and legal force

Any amendment to the Agreement shall be made in writing.
Amendments shall enter into force on the date on which the last Partner signs it.

By signing this agreement, all Partners agree to the terms as described above. All Partners will receive a printed copy of this agreement, and will be responsible for upholding its terms.

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| TURIBA UNIVERSITY: VAT Reg. No:LV 40003135880 68 Graudu St., Riga LV-1058, Latvia [REDACTED] [REDACTED] [REDACTED] | University of Economics, Prague W. Churchill Sq. 4, 130 67 Prague 3, Czech Republic [REDACTED] [REDACTED] [REDACTED] |
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NAME: **ALDIS BAUMANIS**, Chairman of the Board

NAME: Prof. Ing. **HANA MACHKOVA, CSc.**, Rector

