

COLLABORATION AGREEMENT

between

MASARYK UNIVERSITY

and

VASYL STEFANYK PRECARPATHIAN NATIONAL UNIVERSITY

COLLABORATION AGREEMENT

between

Masaryk University (Masarykova univerzita (MUNI)), PIC 999880657, established in Žerotínovo náměstí 9, Brno, 60177, Czech Republic, hereinafter referred to as ‘Coordinator’

and

Vasyl Stefanyk Precarpathian National University, a public higher education institution registered in Ukraine under registration number 02125266, PIC 947454679, registered under the Statute and having its head administrative office at 57 Shevchenko Street, Ivano-Frankivsk 76018, Ukraine (‘Precarpathian National University’ or ‘PNU’).

hereinafter referred to as the ‘Parties’ and each of them is a ‘Party’

PREREQUISITES

The parties have successfully submitted a proposal for the project under No. 101113035 – EmpoWering EDUC for Inclusive Development of the ERA (the ‘Project’). The European Research Implementing Agency (‘EU executive agency’ or ‘granting authority’), in accordance with the powers delegated by the European Commission (‘European Commission’), has concluded a Grant Agreement for the implementation of Project No. 101113035 (the ‘Grant Agreement’) with Masaryk University, Vasyl Stefanyk Precarpathian National University, Università Degli Studi Di Cagliari (Unica), Universitat Jaume I De Castellon (Uji), Universitaet Potsdam (UP), Universitetet I Sorost-Norge (USN) since Entry into force on December 7, 2023, establishing long-term cooperation and general conditions. Universities receive financial support (the ‘Award’).

By invoking the award in support of the Project, the Parties hereby confirm their intention to regulate the financial support in accordance with the terms and conditions contained in this cooperation agreement (hereinafter referred to as the ‘Agreement’).

NOW, THUS, ACCORDING TO THE FOLLOWING:

1. Purpose of the Agreement

1.1. The purpose of this Agreement is to establish contractual terms between the Parties regarding their respective rights and obligations for financial support related to the implementation of the Project.

1.2. The Coordinator determines in the grant agreement the rules of cooperation with the Precarpathian National University, in particular the tasks and responsibilities related to the implementation of the Project, as well as responsibilities after the completion of the Project.

2. Payments

2.1 The total amount of the Precarpathian National University Award is EUR 511,683.86 in accordance with the terms of the Grant Agreement.

2.2 Each Party hereby undertakes to comply with the terms of the Grant Agreement to the extent that they apply to that Party's participation in the Project. In order to avoid misunderstandings, in

the event of a conflict between the terms of this Agreement and the Grant Agreement, the Grant Agreement will take precedence.

2.3 Contractual arrangements will include, but are not limited to, monitoring and reporting, intellectual property rules, communication, dissemination and visibility rules, reporting obligations, inspections, reviews, audits and studies, financial provisions (including eligibility rules), roles and responsibilities, including liability, non-disclosure and dispute resolution referred to in the Grant Agreement.

3. Payments

3.1 The Coordinator is obliged to immediately notify the Precarpathian National University about the date and composition of the amount transferred to his bank account, with the provision of appropriate links.

3.2 Payments will be made to the Precarpathian National University, subject to the availability of coordination funding and that this funding will be transferred from Masaryk University for implementation of the project 101136533.

3.3 Amount of payments: EUR 383,762.895 (initial prefinancing) and EUR 127,920.965 (interim payment and final payment).

3.4 Funds actually incurred in other currencies will be converted into euros in accordance with the exchange rate published by [InforEuro](#) for the month in which these payments were made. The currency risk arising from the conversion of the national currency into euros and euros into national currencies will be borne by the Precarpathian National University.

3.5 The payment made by the Coordinator to the Precarpathian National University is made in accordance with the terms specified in the Grant Agreement to the following bank account:

Official name and legal form of PNU: Vasyl Stefanyk Precarpathian National University, State Higher Education Institution

Bank: UKREXIMBANK JSC, 127 Antonovycha str., Kyiv 03150, Ukraine

SWIFT: EXBSUAUX

IBAN: UA103223130000025205000000007

Intermediary bank: XXXXXXXXXX

SWIFT: XXXXXXXXXX

3.6 VAT is an acceptable expense.

4. Force majeure

4.1 No Party shall be deemed to be in breach of the Agreement if it refrains from performing its obligations under the Agreement due to force majeure.

4.2 Precarpathian National University will notify of any force majeure circumstances affecting the implementation of the Project without undue delay. If the consequences of force majeure for the Precarpathian National University are not overcome within 120 days after such notification, the transfer of the tasks involved and the financial support - if any - will be decided by the EU executive agency.

4.3 Nothing in this Agreement shall be construed as the formation of a joint venture, agency, partnership, interest group or any other type of formal business association or business entity between the Parties.

IN WITNESS WHEREOF, this Agreement is concluded as follows:

on behalf of Masaryk University

Signature:

Name: XXXXXXXXXXX

Position:

Date: 20.02.2024

on behalf of Vasyl Stefanyk Precarpathian National University

Signature:

Name: XXXXXXXXXXX

Position:

Date: 21.02.2024