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**Cooperation Agreement**

for the project

**Transformational Learning Network for Resilience - Enabling Ukrainian higher education to ensure a sustainable and robust reconstruction of (post-war) Ukraine (TransLearnN)**

between

of the **Eberswalde University for Sustainable Development**

Schicklerstraße 5, 16225 Eberswalde, Germany

represented by the President, Prof. Dr. Matthias Barth

Project responsibility: xxxxxxx

- hereinafter referred to as "**HNEE**" or "**Coordinator**" -.

and

**Technical University of Liberec**

Studentská 1402/2, 461 17 Liberec 1, Czech Republic

Represented by the Rector, doc. RNDr. Miroslav Brzezina, CSc., dr. h. c.

Project responsibility: xxxxxxx

- hereinafter referred to as "**TUL**" or “**Beneficiary**” -

hereinafter also referred to individually as a **partner** and collectively as **partners**, which may also, according to nature of the matter, refer to all other partners of the project .

For the purposes of signature of this Agreement both parties are represented by their legal representatives, according to the Mandates previously signed and attached to the Grant Agreement (here in Annex III).

# Preamble

Within the framework of the funding programme "Erasmus+ KA220-HED - Cooperation Partnerships in higher education", the above-mentioned partners will jointly work on the following collaborative project: *Transformational Learning Network for Resilience - Enabling Ukrainian higher education to ensure a sustainable and robust reconstruction of (post-war) Ukraine* (TransLearnN), NA DAAD Project Number: 2023-1-DE01-KA220-HED-000157119. This contract regulates the relations between the parties by defining their rights and obligations and setting out the rules of procedure for the work necessary for the successful implementation of the above mentioned project.

The project consortium consists of a total of 11 partners including HNEE. A separate and equal Cooperation Agreement is concluded with each partner. A list of all partners and their focal role can be found under § 2.

**Project content**

The partners will work on the cooperation project in accordance with the objectives and activities stated in the project description (Annex I) in order to support a value-based sustainable reconstruction process in Ukraine by giving impulses to the economy and politics and training lecturers and students with the corresponding competences with a practical orientation. Furthermore, all partners are to be supported on their way to a sustainable higher education management. The focus is thus on supporting the Ukrainian higher education system and Ukrainian society in general; however, the transfer and gain of knowledge is to be explicitly generated between and among all participants.

Within the framework of the project, first of all, status and needs analyses on the various topics will be prepared (work package (**WP**) **2**, responsibility: UNFU). In parallel and beyond this, a network of Ukrainian universities, experts and practice partners will be formed to jointly develop evidence-based recommendations and activities for a sustainable reconstruction of Ukraine (**WP 3**, responsibility: NTU). Based on the results of WP 2 and in coordination with the contents elaborated in WP 3, three teaching courses will be developed, jointly tested and curricularly anchored at the partner universities (**WP 4**, responsibility: KhNAHU). The project topics and results will be effectively communicated and disseminated to the public (**WP 5**, responsibility: ZPSU).

# § 1 Subject matter of the contract and contractual documents

(1) The subject matter of the contract is the regulation of the cooperation between the parties to this agreement and their cooperation with the other partners during the above-mentioned project and the exploitation of the results.

(2) In addition to this Cooperation Agreement, binding documents for all partners are the Project Application, including all updates and feedback from the NA DAAD, which are attached to this Agreement as Annex I and Annex II respectively.

(3) In addition, the provisions of the Grant Agreement between NA DAAD and HNEE (Annex III) and any further amendments thereto shall apply and, in the event of contradictions, shall replace the provisions of this Cooperation Agreement.

# § 2 Cooperation between the partners

(1) The partners organise their cooperation on the basis of an agreed work plan in accordance with the funding application to the NA DAAD (Annex I). The work plan is part of the project application and this cooperation agreement.

(2) The focal points of the partners' work are:

1. **Eberswalde University for Sustainable Development (HNEE)**:

Overall coordination, monitoring, administration and reporting of the project as well as content-related work, especially in WP 2 and organisation and implementation of the event "Kick-Off and Boot Camp" (11/23) in WP 3.

1. **Rzeszow University of Technology (PRZ)**:

content-related work, especially in WP 2, as well as organisation and implementation of the two events "Train the Trainers" (06/24) in WP 3 and "Spring School 1" (02/25) in WP 4.

1. **Technical University of Liberec (TUL)**:

content-related work, especially in WP 2, as well as organisation and implementation of the event "Spring School 2" (03/25) in WP 4.

1. **Vilnius Gediminas Technical University (VILNIUS TECH)**:

content-related work, especially in WP 2, as well as organisation and implementation of the event "Spring School 3" (04/25) in WP 4.

1. **Ukrainian National Forestry University (UNFU)**:

Coordination and implementation of WP 2, incl. financial management, contracting and reporting as well as active participation in WP 3 and 4.

1. **National Transport University (NTU)**:

Coordination and implementation of WP 3, incl. financial management, contracting and reporting as well as active participation in WP 2 and 4.

1. **Zhytomyr Polytechnic State University (ZPSU)**:

Coordination and implementation of WP 5, incl. financial management, contracting and reporting and the final event "Summer Camp and Conference" (06-08/25) as well as active content-related participation in WP 2, 3 and 4

1. **Kharkiv National Automobile and Highway University (KhNAHU)**:

Coordination and implementation of WP 4, incl. financial management, contracting and reporting as well as active participation in the content of WP 2 and 3.

1. **Admiral Makarov National University of Shipbuilding (NUOS)**:

active participation in the content of WP 2, 3 and 4

1. **Odessa State Environmental University (OSENU)**:

active participation in the content of WP 2, 3 and 4

1. **Pryazovskyi State Technical University (PSTU)**:

active participation in the content of WP 2, 3 and 4

(3) The exact tasks of each partner were bindingly defined in the project application (Annex I) and are thus part of this Cooperation Agreement.

# § 3 Obligations and responsibilities

(1) General duties and roles of the partners (TUL and HNEE).

The partners:

1. 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 principle;
2. 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;
3. are jointly responsible for compliance with the legal obligations incumbent upon them jointly or individually within the limits as defined by the Grant Agreement;
4. provide personnel, facilities, equipment and materials to the extent necessary to carry out the activities specified in the work programme;
5. are responsible for the sound financial management and cost-effectiveness of the funds allocated to the project.

(2) Specific obligations and role of the coordinator.

The coordinator commits to:

1. be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
2. mediate communication between the beneficiaries and NA DAAD as the granting authority and inform the beneficiaries of all relevant communications from NA DAAD;
3. inform the beneficiaries of any change concerning the project or the Grant Agreement or of any event that could significantly affect the implementation of the action;
4. as the sole recipient of payments on behalf of all beneficiaries, it transfers the funds to the beneficiaries without unjustified delay and in accordance with the payment modalities set out in Article 4 of this Agreement;
5. manage the funds in accordance with the provisions of the Grant Agreement and this Agreement and verify their proper use;
6. request all necessary documents or information from the partners and to check their quality and completeness before forwarding them to the NA DAAD;
7. fulfil all reporting requirements to the NA DAAD in accordance with the provisions of the Grant Agreement. The coordinator may not delegate any part of this task to any other party;
8. provide the beneficiaries with official documents related to the project, such as the signed grant agreement and its annexes, the various report templates and any other relevant documents related to the project.
9. provide beneficiaries with copies of all reports submitted to the NA DAAD and copies of all feedback letters received from the agency following the assessment of the reports and the on-site monitoring visits.
10. organise project team meetings regularly every 3 months and invite the partners with reasonable notice. They shall chair the working meetings and be responsible for taking and sending the minutes of the meetings.

(3) Specific duties and roles of the beneficiary (except the coordinator).

The beneficiary commits to:

1. name at least one responsible contact person (with name, address, telephone number and e-mail);
2. ensure adequate communication with the coordinator and the other beneficiaries;
3. actively support the other work package leaders in the implementation and high-quality elaboration of the project results, in particular in the content elaboration and scientific monitoring of the processes (WP 2, 3 and 4) as well as the publication and dissemination of the project content and results (WP 3 and 5).
4. participate in the project meetings to which the coordinator invites it. If one of the partners realises that a scheduled date cannot be met, they have to inform the other partners and the project coordinator immediately.
5. assist the coordinator in the performance of its tasks under the Grant Agreement;
6. provide the coordinator in due time with all relevant data required for the preparation of reports, financial statements and other documents foreseen in the Grant Agreement, as well as with all necessary documents in case of audits, controls or evaluations;
7. provide the coordinator with any other information or documentation he requires and which is necessary for the management of the project;
8. inform the coordinator of any event that could significantly affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. change of contact person for the project, changes in the partner's budget, deviations from the work plan, etc.);
9. inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation, as well as of any change in their name, address or legal representative.

# § 4 Funding

(1) The maximum amount of the Erasmus+ grant for the project is **EUR 400,000** and takes the form set out in Annex 1 of the Grant Agreement.

(2) The grant is an activity-based grant in the form of a lump sum.

(3) The grant for the project is intended to cover only part of the costs actually incurred by the beneficiary in carrying out the activities foreseen. The beneficiary commits to provide or raise additional funds for the project in order to ensure its full implementation in accordance with the grant agreement.

(4) According to the Project Application (Annex I) and Annex 1 of the Grant Agreement, the maximum grant contributions for the beneficiary TUL for the implementation of project activities amounts to:

 **EUR 24,000.00**

 This includes EUR 3,000.00 as fees for the participation in WP 2 activities and EUR 21,000.00 for the organisation and implementation of the Spring School in WP 4.

(5) HNEE distributes the grant per partner organisation attributable to the respective beneficiary as stated in the Grant Agreement.

(6) The coordinator will transfer the part of the grant contribution to the respective beneficiary to the account stipulated here:

 Technická univerzita v Liberci, Studentská 1402/2, Liberec I, 46117, CZ

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IBAN xxxxxxx

(7) The transfer of the amount of the Erasmus+ grant to the individual beneficiary will follow the following schedule and procedure:

1. 80% of the total amount will be transferred at the beginning of the project, but at the earliest at the time of the signature of this contract.
2. The remaining amount of the Erasmus+ grant, if due, will be transferred after receipt of the final payment from the NA DAAD. The final payment from NA DAAD is scheduled 60 days after submission of the final report (due 45 days after end of project = 14 Nov 2025).

(8) The beneficiary is responsible to further distribute the received funds inside the organisation (this includes payments to external contractors) according to the Project Application (Annex I).

(9) The beneficiary is 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.

(10) The accounting of administrative lump sums (overhead) of the partner universities is generally not eligible for funding and therefore not permitted.

(11) 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 NA DAAD 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.

(12) The costs of financial transfers shall be borne as following:

 The sender (Coordinator) bears the transfer costs charged by their bank.

 The receiver (Beneficiary) bears the transfer costs charged by their bank.

# § 5 Reporting

(1) The coordinator is responsible for submitting in due time to the NA DAAD all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the beneficiary commits to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

(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.

(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 NA DAAD in the Grant Agreement and in the Erasmus+ Programme Guide (Annex V).

# § 6 General administrative provisions

(1) Any important project related communication between the parties shall be done in writing and addressed to the appointed project manager of each beneficiary, as per the details below:

 For the coordinator:

 xxxxxxx

 xxxxxxx

 xxxxxxx

 For the beneficiary:

 Technical University of Liberec

 xxxxxxx

 Studentská 1402/2, 461 17 Liberec 1, Česká republika

 e-mail: xxxxxxx

(2) Any changes to the above information should be communicated in a timely manner.

# § 7 Project duration, contract period and termination

(1) The project starts on 01.10.2023 and ends on 30.09.2025.

(2) The entry into force of the Cooperation Agreement is subject to the approval of the requested funding application.

(3) This Cooperation Agreement shall enter into force on the date of its publication in the registry of contracts according to Czech law – Act no. 340/2015 Coll., and shall remain in force until the coordinator is fully released from its obligations under the Grant Agreement signed with NA DAAD. TUL shall be responsible for the proper publication of this Agreement in the registry of contracts. If the Cooperation Agreement comes into force on a date later than the starting date of the project, relationships, rights and obligations risen out of the project implementation or in connection with it, shall be governed by this Cooperation Agreement.

(4) Termination is only permissible for each partner for good cause with a notice period of three months to the end of the month. Good cause shall be deemed to exist in particular if one of the partners violates essential obligations arising from this cooperation agreement and the continuation of the work has become unacceptable for the terminating partner.

Furthermore, a significant restriction or modification of the funding, the discontinuation or reduction of funding for one or more partners, the withdrawal of one or more partners or the fact that the results show that the objectives of the collaborative project cannot be realised constitute good cause. The termination of individual subtasks is excluded, but not their modification in consultation with the responsible coordinator. The termination must be made in writing.

(5) In case of termination of a beneficiary's participation, NA DAAD will determine the provisional amount due for the beneficiary concerned. Any payments shall be made with the final payment.

(6) The terminating partner leaves the project and the cooperation at the end of the notice period. The terminating partner have to prepare a written final report on the results so far within one month and send it to the coordinator. Their rights shall be limited to the results produced up to the point of withdrawal; the rights of use and user rights granted to the other partners by the present agreement to their project-related results and work products shall remain unaffected and §§ 9, 10 and 14 shall apply beyond the end of the agreement. The remaining partners shall decide on further measures in consultation with the funding body. The agreements with the remaining partners of the project are not affected by the withdrawal of the terminating partner. The project can be continued by the remaining partners - if necessary with the involvement of new partners.

# § 8 Ownership and property rights

(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 respective partners, in compliance with Article 16 of the Grant Agreement.

(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.

# § 9 Promotion and visibility

(1) The coordinator and the beneficiaryshall 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.

(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 the Grant Agreement and in the Erasmus+ Programme Guide.

# § 10 Confidentiality and data protection

(1) The coordinator and the beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

(2) All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of the Grant Agreement.

# § 11 Liability

(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

# § 12 Conflict of interest

(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.

(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.

(3) The coordinator will decide if it is deemed necessary to inform the NA DAAD as provided for in Article 12 of the Grant Agreement.

# § 13 Working languages

(1) The working language of the partnership shall be English. It must be understood and spoken by all parties involved in the project.

(2) Both parties commit to assigning staff to the project with sufficient knowledge of the working language to enable smooth communication and understanding of the matters discussed.

# § 14 Conflict resolution

(1) In case of conflict between the project partners 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.

(2) Disputes should be addressed in writing to the project Quality Assurance Board (a body consisting of representatives of all the project partners), that will try to mediate in order to resolve the conflict.

# § 15 Applicable law and jurisdiction

(1) This Agreement is governed by EU law, which shall be supplemented, where necessary, by German law, the general principles of the law of international organisations and the general rules of public international law.

(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.

(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

(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.

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

# § 16 Force Majeure

(1) If either parties face a case of force majeure (as per defined in article 35 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

(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.

# § 17 Amendments

(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.

(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.

# § 18 Annexes

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| Annex I | Project Application (incl. work plan) |
| Annex II | Feedback to Project Application from NA DAAD (translated to English) |
| Annex III | Grant Agreement between NA DAAD and HNEE, incl. its annexes (translated to English) |
| Annex IV | Signed mandate between HNEE and TUL |
| Annex V | Link to Erasmus+ programme guide: <https://erasmus-plus.ec.europa.eu/document/erasmus-programme-guide-2023>  |

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

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| --- | --- |
| **For the Coordinator** | **For the Beneficiary** |
| The legal representative | The legal representative |
| Prof. Dr. Matthias Barth | doc. RNDr. Miroslav Brzezina, CSc., dr.h.c. |
|  |  |
| Signature and stamp | Signature and stamp |
| Done in Eberswalde | Done in Liberec |
| Date: 26.02.2024 | Date: 21.02.2024 |