



Co-funded by  
the European Union

## Consortium Agreement

concluded between

### **Ostravská univerzita**

Registration No.: 61988987

Address: Dvořákova 7, 701 03 Ostrava 1, Czech Republic

VAT: CZ61988987

PIC: 998738870

represented by doc. Mgr. Petr Kopecký, Ph.D., rector

Bank account: Česká národní banka, IBAN: CZ650710000000000931761

hereinafter referred to as "**the Coordinator**"

and

### **Taras Shevchenko National University of Kyiv**

Registration No.: 02070944

Address: 60 Volodymyrska Street, City of Kyiv, Ukraine, 01033

VAT: 020709426654

represented by prof. Volodymyr Bugrov, Rector,

Bank account:

BENEFICIARY:

NAME: TARAS SHEVCHENKO NATIONAL UNIVERSITY OF KYIV

ACCOUNT **UA 293226690000025308301286467** EUR

ADDRESS: 60, Volodymyrska st., Kyiv, Ukraine 01601

BENEFICIARY'S BANK:

Branch#10026/0187 Main administration in city Kyiv and Kyiv area Public Joint Stock Company State

Savings bank of Ukraine

Ukraine, Kyiv

SWIFT: COSBUAUKKIE

hereinafter referred to as "**the Partner university**"

The Coordinator and the Partner University are hereinafter, jointly or individually, referred to as "Parties" or "Party".

### **I.**

#### **Subject of the agreement**

1. The subject of this agreement is cooperation on a project "**Joint Degree in Political Geography**" in short **POLGEO** (call ERASMUS-EDU-2022-EMJM-DESIGN), no. 101127749 (hereinafter referred to as "the project") within programme Erasmus+.
2. The coordinator has concluded a Grant Agreement between the Coordinator and the European Education and Culture Executive Agency (hereinafter referred to as "the Granting Authority"). Annex II of this agreement includes the copy of the Grant Agreement. Inseparable parts of the Grant Agreement are general conditions, description of the project, estimated budget of the project, list of other beneficiaries, financial and

contractual rules and mandates provided to the coordinator by other beneficiaries. In case of conflict, the Grant Agreement shall take precedence over any provision in this Consortium Agreement.

3. This agreement binds the coordinator to provide the partner university with financial payment (hereinafter referred as “grant”) for the purposes of project realisation.
4. The Partner university declares that it acknowledges the content of the project, budget, general conditions, and financial and contractual terms.
5. This agreement specifies mutual rights and obligations of the contractual parties with respect to their participation in the project, which follows the Grant Agreement.
6. The project is implemented over a period of 15 months from **1<sup>st</sup> October 2023 to 31<sup>st</sup> December 2024** including.
7. With the conclusion of this agreement, the coordinator and the partner university undertake to comply with the provisions of the Grant Agreement and its annexes.
8. The Partner university is responsible for the implementation of the project activities assigned to them, in line with the foreseen project budget provided for that purpose.

## **II.**

### **Entry into force, duration and termination**

1. An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative. This Consortium Agreement shall have effect on the day of its publication in the manner prescribed by Act no. 340/2015 Coll.
2. This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under this Consortium Agreement.  
However, this Consortium Agreement may be terminated in accordance with the terms of this Consortium Agreement.

If

- the Grant Agreement is terminated, or
- a Party breaches this Consortium Agreement materially and does not remedy the breach within 20 days notice,

this Consortium Agreement shall terminate upon written notice, subject to the provisions surviving the expiration under Section IV. and Section V. this Consortium Agreement.

## **III.**

### **Obligations of the Partner University**

1. The Partner university undertakes to provide all efforts to design together with the Coordinator and other Partner universities a Joint Master Degree study program which will
    - Offer a fully integrated curriculum delivered by a consortium of HEIs (composed by at least three HEIs from three different countries, of which at least two must be EU Member States and third countries associated to the Programme);
    - Aim at recruiting excellent students worldwide;
    - Include compulsory physical mobility for all recruited students;
    - Lead to either a joint degree (i.e. one single diploma awarded by at least two HEIs from different countries, of which at least one must be a EU Member State or third country associated to the Programme), or multiple degrees (i.e. at least two diplomas awarded by two higher education institutions from different countries, of which at least one must be a EU Member State or third country associated to the Programme), or a combination.
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2. The project is expected to have designed the following joint mechanisms:  
The Partner university agrees that the Joint Master Degree study program to be designed should also contain:
    - Joint student admission requirements and application, selection, monitoring, examination/performance evaluation rules/procedures;
    - Joint programme design and integrated teaching/training activities;
    - Common services offered to students (e.g. language courses, visa support);
    - Joint promotion and awareness-raising strategy;
    - Joint administrative and financial management by the consortium;
    - A joint degree policy;
    - A draft joint partnership agreement involving at least three HEIs from three different countries, of which at least two should be EU Member States and third countries associated to the Programme. This agreement is intended to cover all academic, operational, administrative and financial aspects related to the implementation of the Master programme.
    - A draft joint Student Agreement.
  3. The Partner university undertakes to fully cooperate with the Coordinator and the other partner universities to jointly create the following deliverables of the Project and to provide all necessary information about the Partner university needed to design them as follows:
    - 4 Accreditation files;
    - Program Conduct Manual;
    - Partnership Agreement;
    - Student Agreement;
    - Promotion strategy and promotion plan;
    - Programme website.
  4. The Partner university undertakes to launch accreditation (approvement) procedure with their authorities according to the requirements of the national legislation applicable to the Partner university within such time, that it may be acquired by the end of December 2024 the latest. Notwithstanding the above obligation, the accreditation (approvement) procedure should be launched in November 2024 the latest. The Partner university should provide a certificate to the Coordinator proving that the accreditation (approvement) has been launched immediately after the day when that happens.
  5. The Partner university undertake to provide support in drafting of an application of the EMJM grant to carry out the Joint Master Degree study program designed under the Project as ERASMUS MUNDUS Joint Degree in February 2025 and also in 2026 should the application not be successful in 2025. The Partner University will not charge any fees for doing so. The Partner university declare that the Coordinator is the only entity authorized to submit the application of the EMJM stated above.
  6. The Partner university must implement the action under this Consortium Agreement in compliance with the provisions of the model Grant Agreement, the call conditlons and all legal obligations under applicable EU, international and national law.
  7. The Partner university undertakes to comply with the Visibility requirements as set in Article 17 of the Grant Agreement.
  8. The Partner university must take all measures to prevent any situation where the impartial and objective implementation of this Consortium Agreement or the Grant Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests'). The Partner
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university must formally notify the Coordinator without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

9. The Partner university undertakes to account for and document all the expenditures that are eligible. The Partner universities shall keep records and other supporting documents to prove the proper implementation of the action (proper implementation of Project) in line with the accepted standards in the respective field (if any). It may not ask for payment of ineligible expenditures. Without the documents the expenditures may not be covered and paid for as foreseen in Sec. 3.2 of the Consortium Agreement. The records and supporting documents must be made available also upon request.
10. The Partner university undertakes to provide all necessary documents and help needed should there be any audit from the part of EU institutions as stated in Article 25 of the model Grant Agreement. The audit may start during the Project period and in 3 years' time after the end of the Project.
11. The Coordinator is entitled to use all resulting documents, information and intellectual property for the Project and to combine it with other documents, information and intellectual property.
12. Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Party or the other partner universities.
13. The Parties agree that the activities under the Consortium Agreement must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles. The Parties should ensure the respect of basic EU values (such as respect for 12 Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53). 23 Associated with document Ref. Ares(2023)5989219 - 04/09/2023 Project: 101127749 — POLGEO — ERASMUS-EDU-2023-EMJM-DESIGN EU Grants: [PROGR Lump Sum MGA — Multi & Mono]: V1.0 – 01.03.2023 human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities.

#### IV.

#### Payment

1. In order to achieve common goals, fulfil agreed tasks and deliverables, the Coordinator shall pay agreed amount to the Partner university. The payment shall be sent in three instalments as follows. Without unjustified delay (within 30 days the latest) after the last of the two parties signs this Consortium agreement, **the first payment** shall be made to the Partner university, representing 40% of the Partner universities' budget. **The second payment** (40% of agreed amount) shall be paid without unjustified delay (within 30 days the latest) after notification that the accreditation (approvement) of the joint program has been launched by the Partner university. The accreditation (approvement) procedure shall be launched not later than 31<sup>st</sup> October 2024. **The remaining amount** (20% of the agreed amount) shall be paid on 10<sup>th</sup> December 2024 the latest on the condition that all the other obligations of the Partner university under this Consortium Agreement are duly fulfilled by that day.
2. The Parties hereby agree that this is the final and sufficient remuneration for all obligations and performances of the Partner university under this Consortium Agreement. The Parties hereby declare that the first payment shall be used to cover, inter alia, all travel expenses so that at least two representatives of each Partner Universities are present to both in-person meetings foreseen in the Project application may take place.

3. The Consortium Parties have agreed to distribute the total amount of the grant (**55 000 EUR**) between the Coordinator and the Partner universities. The Coordinator shall pay total amount of **9 800 EUR** to the Partner university. The EU support according to the Grant Agreement takes the form of a financial lump sum contribution to the Coordinator to cover the costs directly linked to the activities necessary to set up the new Joint Master program. Thus, the payment shall cover only eligible expenditures. The expenditures are eligible only if they are necessary for the implementation of the Project, such as meetings and conferences, studies/surveys, accreditation/evaluation process, staff cost, travel and accommodation costs, administrative costs. Each of the Partner Universities hereby declares that the payments will be used mainly to cover the staff costs (of the employees carrying out activities under Section 3.1 of this Consortium Agreement), travel costs and organisation of meetings by the Partner university (a meeting took place in Ostrava on 23rd and 24th November 2023) and in Budapest.
4. The second and third instalments shall be paid only after the costs of the Partner university for the previous payment have been documented to the Coordinator. The Partner university must provide — during the action or 3 years afterwards - any information requested in order to verify eligibility of payments, proper implementation of the action and compliance with the other obligations under the Consortium Agreement and Grant Agreement. The information provided must be accurate, precise and complete and in the format requested, including electronic format.
5. Should a part of the payment be found ineligible by any of the EU institutions The Partner university shall return the respective sum of money to the Coordinator upon a written request not later than in 15 days.
6. Should the grant be reduced by any EU institution for reasons on the side of the Partner university or if the Partner university breaches any of its obligations under this Consortium Agreement, the Coordinator will be entitled to ask the money (or a part of it) provided under this Consortium Agreement to be returned in 15 days upon a written notice.

## **V.**

### **Non-disclosure of information**

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 Parties declare that the content of the designed Study Program, Curricula of the courses and the Financial arrangements of the Consortium Agreement are confidential. The Parties may use Confidential information for the purposes of their accreditation and the Coordinator may disclose all Confidential information should the Coordinator be asked to do that by the European Education and Culture Executive Agency (EACEA) or any of the EU institution or Agency or any public Authority of the Czech Republic.
  2. The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the end of the Project:
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- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
  - not to disclose Confidential Information without the prior written consent by the Disclosing Party;
  - to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
  - 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 complies with the confidentiality obligations herein contained with respect to such copy.
3. 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.
4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
  - the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
  - 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;
  - the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
  - the Confidential Information, at any time, was developed by the Recipient completely Independently of any such disclosure by the Disclosing Party;
  - the Confidential Information was already known to the Recipient prior to disclosure, or
  - 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.
5. 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.
6. Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
7. If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a
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court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

## **VI.**

### **Data Protection**

1. The Parties must process personal data under the Consortium Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679 14). They must ensure that personal data is:
  - processed lawfully, fairly and in a transparent manner in relation to the data subjects
  - collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
  - adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed - accurate and, where necessary, kept up to date
  - kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
  - processed in a manner that ensures appropriate security of the data.
2. The Parties may grant their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the Consortium Agreement or Grant Agreement. The beneficiaries must ensure that the personnel are under a confidentiality obligation. The beneficiaries must inform the persons whose data are transferred to the granting authority and provide them with the Portal Privacy Statement.

## **VII.**

### **Submission of Final Report**

1. The final report on project implementation must be submitted to the granting authority within 60 calendar days after the end date of the project.

## **VIII.**

### **Assignment and amendments**

1. No rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.
2. Amendments and modifications to the text of this Consortium Agreement require a separate written agreement to be signed between all Parties.

## **IX.**

### **Applicable law**

1. This Consortium Agreement shall be construed in accordance with and governed by the laws of the Czech Republic excluding its conflict of law provisions.

## **X.**

### **Settlement of disputes**

1. The Parties shall endeavour to settle their disputes amicably.
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2. All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled by the courts of the Czech Republic.

## XI.

### Annexes

Annex I – Tentative budget of the Partner Universities

Annex II – Copy of the Grant Agreement including its Annexes and the project application “Joint Degree in Political Geography”, proposal no. 101127749

Annex III - Access to the Moodle of the University of Ostrava

## XII.

### Final Provisions

1. This agreement is concluded for the period of the project realisation, or until all obligations resulting from this agreement have been settled.
2. The agreement can be changed and amended only in writing, by numbered amendments. Both contractual parties can propose an amendment.
3. The agreement is concluded in two copies; each contractual party will receive one.
4. The Coordinator is a subject liable according to the Law no. 340/2015 on the Register of Contracts. The Partner university acknowledges and declares that this agreement is a subject to be released in the Register of Contracts (a public authority information system whose manager is the Ministry of the Interior of the Czech Republic). The coordinator is obliged to make this agreement public according to relevant laws on the Register of Contracts.
5. The agreement enters into force on the day of its signature by the last contractual party and becomes effective on the day of being made public in the Register of Contracts. The coordinator will inform the contractual partner organisation about this fact.
6. The Parties have agreed that all mutually provided performance carried out before the publication of this agreement in the Register of Contracts and carried out from 1<sup>st</sup> October 2023, which was carried out in accordance with this agreement and the Grant Agreement, shall be considered as performance in accordance with this agreement and that in connection with the performance provided to each other, the contractual parties shall not mutually raise claims against the other contractual party on the basis of unjustified enrichment.

Signed by:

For the coordinator:

sity:

OSTRAVSKÁ UNIVERZITA  
Rektorát  
Dvořákova 7 / 701 03 Ostrava  
[www.osu.cz](http://www.osu.cz)

Done at..... - 3. 04. 2024

On .....



...Kyiv  
March 29<sup>th</sup>, 2024



Annex I – Tentative budget of the Partner Universities (in EUR)

Area	Description of the activity	OSU	ELTE	KNU	TSU
<b>Administration</b>	It includes all unspecified expenditure on persons involved in the preparation of the accreditation files (study programme document), the partnership agreement, membership of the Project Board, the Steering Committee and ad hoc committees. It also includes participation in the solving of the tasks T1.3 - T1.12. In particular, personal costs are expected to be covered. It includes academic staff and administrative staff (if needed) such as project manager, lawyer, quality manager, etc. The UO will coordinate all activities and will be responsible for the preparation of the draft agreement and the agenda of each task. The UO will be responsible for recruiting additional experts as needed for the successful completion of the project and specific tasks.	---	---	6600	---
<b>External expert</b>	The UO will hire three experts from its own resources. In addition, as the consortium will also work on the EMJM application, therefore, during the project, the UO will hire an external expert for the EMJM proposal.	---			
<b>Meetings – travel expenses</b>	In the project proposal, the members of the consortium agreed on regular online meetings and two on-site meetings - the kick-off meeting in Ostrava and the final meeting in Budapest. The travel costs were calculated differently for each university: for the UO and ELTE - estimated at 400 EURO per person, for the KNU and TSU 600 EURO per person. The kick-off meeting for KNU members is not counted - their stay in Ostrava is covered by different sources of the UO.	---	---	1200	---
<b>Programme board of the programme</b>	In the text of the POLGEO proposal a Programme Board of the Programme with direct involvement of foreign experts is stipulated. Each university will nominate a member. In the first step, the experts may serve as our consultants, in the second step, the members of the Programme Board will consult annually on the results of the on-going programme and advise on the future development of the Programme. The OU will recruit these foreign experts at the nomination of the partner universities (750 EURO each).	---			
<b>Preparation of the courses</b>	It is expected that at least 4 courses will be prepared by each of the participating universities. 500 EUR per course.	---	---	2000	---
	<b>Total</b>	---	---	<b>9800</b>	---

### Annex III

1. During the duration of the POLGEO project, the Coordinator shall enable free access to the Moodle to the following employees of the Partner university:
  - a. Kostyantyn Mezentsev,
  - b. Viktorija Kiptenko,
  - c. Yulian Braychevskyy.
2. The purpose of the free access to the Moodle is to create courses and study materials to be offered by the Partner university in the framework of the POLGEO Joint Degree.
3. The aforementioned users will only use the university account for this purpose and undertake not to misuse any data to which the university account gives them access.
4. The courses and study materials developed as part of the activities listed in the Annex 3 are the property of the Partner university, and will be used mainly for teaching in the planned POLGEO Joint Degree.
5. The Coordinator shall have no financial or other obligations arising from the activities listed in the Annex 3.