

Partnership Agreement
Introducing Leading European Competence approach
into Teacher Training Curriculum for Ukraine's Resilient
LECTURE
Project n. **101179602**

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

UNIVERSITA DEGLI STUDI DI ROMA TOR VERGATA (UNITOV), VIA CRACOVIA 50, ROMA 00133, Italy,

hereinafter referred to as the “coordinator”, represented for the purposes of signature of the Agreement by Antonella Poce, Project Manager, the project legal signatory as defined in the Grant Agreement **101179602** and the following beneficiary:

Berdyansk State Pedagogical University – established in Ukraine

hereinafter referred to as the “beneficiary”, represented for the purposes of signature of this Agreement by the project legal signatory according to the Accession form for beneficiaries (Mandate) previously signed and attached to the Grant Agreement (in Annex 3).

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" or “parties”.

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 action **101179602** (hereinafter referred to as the “action”)

1.2 The coordinator and the beneficiary undertake to do everything in their power to carry out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement **101179602**, concluded between the coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "EU executive agency"), 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 coordinator and the beneficiary 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 it, 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 EU executive agency.

Article 3 **Obligations and responsibilities**

3.1 General obligations and role of the beneficiaries (including the coordinator).

Each of the beneficiaries:

- (a) undertakes to take part in the efficient implementation of the action, using the necessary staff, facilities, equipment and material, 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 its abilities to achieve the defined results and taking full responsibility for its work in accordance with accepted professional principles;
- (b) undertakes 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 applicable;
- (c) is responsible for complying with any legal obligations incumbent on each of them;
- (d) shall be responsible for the sound financial management and cost efficiency of the funds of the project allocated to it;

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 beneficiaries and the EU executive agency, and inform the beneficiaries of any relevant communication exchanged with the EU executive agency;
- (c) inform the beneficiaries 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 beneficiaries, transfer funds to the beneficiaries 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 EU executive agency, as per the dispositions of Article 21 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 beneficiaries, as per the dispositions of Article 21 of the Grant Agreement;
- (h) provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the various reports templates and any other relevant document concerning the project.
- (i) transmit to the beneficiaries copies of all reports submitted to the EU executive agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.

- (j) keep information stored in the Portal Participation Register up to date as described in Article 19 of the Grant Agreement.
- (k) submit via the Portal data and information related to the participation of their affiliated entities.
- (l) request and review any documents or information required and verify their quality and completeness before passing them on to the EU executive agency.
- (m) submit the deliverables and reports to the EU executive agency.
- (n) inform the EU executive agency about the payments to the other beneficiaries.

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

The beneficiary undertakes to:

- (a) ensure adequate communication with the coordinator and with the other beneficiaries;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement;
- (c) submit in due time 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;
- (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 project legal signatory.
- (g) keep information stored in the Portal Participation Register up to date as described in Article 19 of the Grant Agreement.
- (h) submit via the Portal data and information related to the participation of their affiliated entities.

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 EUR 999 844.00 and shall take the form as stipulated in Annex 2 of the Grant Agreement.

4.2 The Erasmus+ grant contribution is awarded to the consortium under the form of a lump sum grant for the completion of work packages.

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

Article 5

Payment arrangements

5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to the beneficiary using the account stipulated hereafter:

Company Name: БДПІВ Berdyansk State Pedagogical University (BERDYANS'KYY DERZHAVNYY PEDAGOGICHNYY UNIVERSYTET) (National Company)
 IBAN Code UA383133990000025304040200236
 Name of the bank: JSC CB "PRIVATBANK", 1D HRUSHEVSKOHO STR., KYIV, 01001, UKRAINE
 requisites.swiftCode: PBANUA2X
 Account in the correspondent bank
 6231605145
 SWIFT Code of the correspondent bank
 CHASDEFX
 Correspondent bank
 J.P.MORGAN AG, FRANKFURT AM MAIN, GERMANY

5.2 The transfer of the Erasmus+ grant contribution to individual beneficiaries will be implemented in accordance with the following timetable and procedure:

The beneficiary will receive the disbursement of the instalments from the coordinator in 2 steps according to the following scheme:

REPORTING				PAYMENTS	
	Type	Reporting periods	Deadlines	Type of payment	Deadlines
I	/	/	/	Initial prefinancing	30 days from entry into force/ financial guarantee (if required) – whichever is the latest
II	Final periodic report	1-36	60 days after end of reporting period	Final payment	90 days from receiving periodic report

- The final periodic reports include a technical and financial part. (see 21.2 GRANT Agreement)
- The technical part includes an overview of the action implementation. It must be prepared using the template available in the Portal Periodic Reporting tool.
 - The financial part of the additional prefinancing report includes a statement on the use of the previous prefinancing payment.

All the reporting documents must be sent by the beneficiary to the coordinator's email addresses:
 antonella.poce@uniroma2.it

5.3 The beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the action, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes.

5.4 If there is a difference between the amount of the Erasmus+ grant contribution claimed by the consortium and the amount of lump sums accepted by the EU executive agency at the end of the action there are two possible situations:

- a) The beneficiary has received an excess payment, that is, the coordinator has transferred as advance payments a higher amount than is due to that beneficiary that failed to carry out the activities that originate the penalisation. In this case the corresponding excess payment must be transferred by the beneficiary to the Coordinator within 30 (thirty) days from the reception of the communication;
- b) The amount due in the final payment is lower than the lump sum claimed by the beneficiary that failed to carry out the activities that originate the reduction in the final payment by the EU executive agency, and in this case, the final payment transferred by the coordinator will be adjusted to the lump sum actually accepted by the EU executive agency.

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

- Costs of transfers charged by the bank of the coordinator shall be borne by the coordinator;
- Costs of transfer charged by the bank of a beneficiary shall be borne by the beneficiary;
- All costs of repeated transfers caused by one of the parties shall be borne by the party which caused the repetition of the transfer

Article 6

Reporting to the EU executive agency

6.1 The coordinator is responsible for submitting in due time to the EU executive agency 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.

6.2 The coordinator shall provide the beneficiary with the appropriate reporting forms for the declaration of activities and the respective instructions for their completion.

6.3 The beneficiary shall keep a record of any activity incurred under the project and all proofs and related documents for a period of 5 (five) years after the payment of the final balance under the Grant Agreement. The coordinator may advise the beneficiary on any item, which cannot be justified in accordance with the rules set out by the EU 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 will be calculated based on the lump sum contributions broken down by participant and work package as set out in Annex 2 of the Grant Agreement.

7.2 For the implementation of the action, the consortium will apply the principle of “completion of work packages” defined in the Grant Agreement.

7.3 The beneficiary confirms that it respects the social and labour legislation of its country regarding the costs of staff contributing to the action.

7.4 The beneficiary is responsible for ensuring adequate insurance arrangements for its staff and students while participating in project activities.

Article 8

General administrative provisions

8.1 Any important action related communication between the beneficiaries shall be done in writing and addressed to the appointed project manager of each beneficiary, as per the details below:

For the coordinator:

antonella.poce@uniroma2.it

For the beneficiary:

hurenkoolga75@gmail.com

8.2 Any changes to the above information should be communicated to the coordinator in a timely manner.

Article 9

Decision making and conflict resolution

9.1 The decision making process is based on the principle “one partner, one vote”. Each Beneficiary is represented by its appointed Contact Person. In case of a tie in any voting, the Coordinator shall have an additional casting vote. Decisions are taken –in meetings of teleconferences- when a quorum of at least 2/3 of partners are present or represented.

9.2 Decisions shall be taken by a majority of two-thirds (2/3) of the votes of Members present or represented.

9.3 A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Consortium may exercise a veto with respect to the corresponding decision or relevant part of the decision.

9.4 A Party may veto a decision during the meeting or within 15 (fifteen) calendar days after receipt of the draft minutes of the meeting.

9.5 In case of exercise of veto, the Parties shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Parties.

9.6 A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

9.7 A Party requesting to leave the consortium may not veto decisions relating thereto.

Article 10

Promotion and visibility

10.1 The coordinator and the beneficiary shall ensure adequate promotion of the action and commit to playing an active role in any activities organised to capitalise on, exploit / disseminate the results of the action.

10.2 Any notice or publication by the action, including at a conference or a seminar, must specify that the action is being co-financed by EU funds, and must comply with the visibility rules laid down in Article 17 of the Grant Agreement.

Article 11

Confidentiality and data protection

11.1 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.

11.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article 15 of the Grant Agreement.

Article 12

Ownership, property rights and Background

12.1 The ownership of all action results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiaries, in compliance with Article 16 of the Grant Agreement.

12.2 Materials already developed and brought in by each of the beneficiaries may be only used within the scope of the action as templates of good practice. Copyrights on such materials shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

Article 13

Liability

13.1 Each of the parties discharge 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.

13.2 Each of the parties shall be solely liable for any loss, damage or injury to third parties resulting from the performance of said beneficiary's obligations by it or on its behalf under this Agreement or from Results or Background.

13.3 A Beneficiary's aggregate liability towards the other Beneficiaries collectively shall be limited to the Beneficiary's share of the total costs of the Action as identified in the Data Sheet of the Grant Agreement provided such damage was not caused by a wilful act or gross negligence.

Article 14

Conflict of interest

14.1 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.

14.2 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.

14.3 The coordinator will decide if it is deemed necessary to inform the EU executive agency as provided for in Article 12 of the Grant Agreement.

Article 15

Working languages

15.1 The working language of the consortium shall be English¹.

¹ The working language must be understood and spoken by all parties involved in the consortium.

15.2 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 16

Applicable law and jurisdiction

16.1 This Agreement is governed by the Italian law, being the law of the coordinator's country.

16.2 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 by courts of Rome, that shall have exclusive jurisdiction.

16.3 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.

16.4 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.

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

Article 17

Termination of the Agreement

17.1 In the event that the beneficiary fails to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate its participation in the project, subject to the decision of the consortium, upon formal written authorisation by the EU executive agency.

17.2 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 18

Force Majeure

18.1 If either party faces 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.

18.2 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 19

Amendments

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

19.2 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 20

Annexes

Annex I – Budget breakdown per partner.

Annex II – Internal disbursement scheme

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 project legal signatory
Prof. Nathan Levialdi Ghiron
Rector

Signature
Done in Rome

Date

For the Beneficiary

The project legal signatory
Prof. Ihor Bohdanov
Rector



Budget breakdown per partner

Forms of funding	Estimated EU contribution					Maximum grant amount ¹
	Estimated eligible lump sum contributions (per work package)					
	WP1 Management, quality control, evaluation and coordination activities	WP2 Standard of higher education in speciality 014 Secondary education for BA students majoring in the Ukrainian Language, Mathematics and History	WP3 Competences development skill toolbox	WP4 Centre of Excellence for Teacher's Competences	WP5 Dissemination and Sustainability	
	Lump sum contribution	Lump sum contribution	Lump sum contribution	Lump sum contribution	Lump sum contribution	
	a	b	c	d	e	f= a + b + c + d + e
1 - UNITOV	21 422.00	33 224.00	25 520.00	14 444.00	20 473.00	115 083.00
2 - VSPU	27 850.00	17 112.00	20 426.00	10 742.00	44 106.00	120 236.00
3 - UT	13 848.00	9 630.00	10 111.00	25 039.00	12 730.00	71 358.00
4 - UIB	11 363.00	24 076.00	20 704.00	6 741.00	9 841.00	72 725.00
5 - UFT	13 154.00	6 741.00	31 779.00	3 370.00	13 694.00	68 738.00
6 - BSPU	15 957.00	16 053.00	17 922.00	38 289.00	14 189.00	102 410.00
7 - KHNPU	15 957.00	16 053.00	17 922.00	38 289.00	14 189.00	102 410.00
8 - USPU	15 957.00	16 053.00	17 922.00	38 289.00	14 098.00	102 319.00
9 - TNPU	15 957.00	16 053.00	17 922.00	38 289.00	14 098.00	102 319.00
10 - CUSU	15 957.00	16 053.00	17 922.00	38 289.00	14 189.00	102 410.00
11 - MESU	5 855.00	8 359.00	8 764.00	4 112.00	1 426.00	28 516.00
12 - GBGP	2 493.00	4 180.00	3 130.00	804.00	713.00	11 320.00
13 - EDEN DLE						
14 - Ternopil Lyceum						
15 - Berdyansk SI						
16 - Uman Gymnasium						
17 - SCH16						
18 - KropyLyceum						
Σ consortium	175 770.00	183 587.00	210 044.00	256 697.00	173 746.00	999 844.00

Internal disbursement scheme

	Maximum Grant Amount	Prefinancing	Final Payment
		30 days from entry into force/financial guarantee (if required) – whichever is the latest	90 days from receiving periodic report
1 - UNITOV	€ 115.083,00	€ 80.558,10	€ 34.524,90
2 - VSPU	€ 120.236,00	€ 84.165,20	€ 36.070,80
3 - UT	€ 71.358,00	€ 49.950,60	€ 21.407,40
4 - UIB	€ 72.725,00	€ 50.907,50	€ 21.817,50
5 - UPT	€ 68.738,00	€ 48.116,60	€ 20.621,40
6 - BSPU	€ 102.410,00	€ 71.687,00	€ 30.723,00
7 - KHNPU	€ 102.410,00	€ 71.687,00	€ 30.723,00
8 - USPU	€ 102.319,00	€ 71.623,30	€ 30.695,70
9 - TNPU	€ 102.319,00	€ 71.623,30	€ 30.695,70
10 - CUSU	€ 102.410,00	€ 71.687,00	€ 30.723,00
11 - MESU	€ 28.516,00	€ 19.961,20	€ 8.554,80
12 - GBGP	€ 11.320,00	€ 7.924,00	€ 3.396,00
Total	€ 999.844,00	€ 699.890,80	€ 299.953,20