

Partnership Agreement

Grant Agreement Number: 618270-EPP-1-2020-1-LT-EPPKA2-CBHE-JP

Digitalization of economic as an element of sustainable development of Ukraine and Tajikistan (DigEco)

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

Mykolas Romeris University (MRU)
Ateities st. 20, LT-08303 Vilnius, Lithuania
Phones: Rector office (+370 5) 271 4625
E-mail: roffice@mruni.eu
Website: www.mruni.eu
Company VAT code:LT119517219

hereinafter referred to as the “coordinator”, represented for the purposes of signature of the Agreement by prof. dr. Inga Žalėnienė, Rector, the legal representative as defined in the Grant Agreement 618270-EPP-1-2020-1-LT-EPPKA2-CBHE-JP,

and the following beneficiary:

Admiral Makarov National University of Shipbuilding – established in Ukraine

Heroev Ukrainy ave., 9, Mykolaiv, 54025, Ukraine

hereinafter referred to as the “beneficiary”, represented for the purposes of signature of this Agreement by Eugeniy Trushliakov, Rector, legal representative, according to the Mandates previously signed and attached to the Grant Agreement (here in Annex IV).

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".

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 Erasmus+ CBHE action **Digitalization of economic as an element of sustainable development of Ukraine and Tajikistan (DigEco)** (hereinafter referred to as the "project").

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 **618270-EPP-1-2020-1-LT-EPPKA2-CBHE-JP**, concluded between the coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "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 beneficiaries 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, 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 Executive Agency.

Article 3

Obligations and responsibilities

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

The beneficiaries:

- (a) 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 principles;
- (b) 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;
- (c) are jointly responsible for complying with any legal obligations incumbent on them jointly or individually;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;

- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.

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 Executive Agency, and inform the beneficiaries of any relevant communication exchanged with the 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 Executive Agency, as per the dispositions of Article I.4 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 I.4 of the Grant Agreement;
- (h) provide one copy of this Agreement duly signed to each beneficiary and to the Executive Agency within 6 months of the signature of the Grant Agreement.
- (i) 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.
- (j) transmit to the beneficiaries copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.

3.3 Specific obligations and role of each 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 legal representative.

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 995,404,00** and shall take the form as stipulated in Annex III of the Grant Agreement.

4.2 The Erasmus+ grant contribution is awarded to the partnership under the form of:

- a "*reimbursement of actual costs*" for Equipment and Subcontracting costs
- a "*unit contribution*" to the costs incurred for Staff costs, Travel costs and costs of Stay

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.

4.4 Full details of the estimated budget breakdown per funding source, beneficiary and budget category 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 each individual beneficiary using the accounts stipulated in Annex VI of this Agreement – Financial Identification Form of beneficiary organisation.

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

The coordinator will transfer to the respective account of the beneficiary the estimated Erasmus+ grant contribution identified under Annex I of this Agreement, in the following way:

1. The coordinator will make a first pre-financing payment of 50% of the maximum amount specified in Annex I to the beneficiary within 30 calendar days from the entry into force of this Agreement.
2. The coordinator will make a second pre-financing payment of 40% of the maximum amount specified in Annex I to the beneficiary within 30 calendar days from when the coordinator receives the second pre-financing payment from the Executive Agency.

The Executive Agency must make a second pre-financing payment of 40% of the maximum amount specified in Article I.3.1 of the Grant Agreement to the coordinator within 60 calendar days from when the Agency receives the request for second pre-financing payment referred to in Article I.4.2 of the Grant Agreement.

If the statement on the use of the first pre-financing instalment submitted shows that less than 70 % of the first pre-financing instalment paid has been used to cover costs of the action, the amount of the second pre-financing to be paid will be reduced by the difference between the 70 % ceiling and the amount used.

3. The payment of the balance reimburses or covers the remaining part of the eligible costs and contributions for the implementation of the action.

After the receipt of the necessary proofs of expenditure/activity (as specified in the Guidelines for the Use of the Grant), within 30 calendar days from when the coordinator receives the balance payment from the Executive Agency, the coordinator will reimburse to the

beneficiary's account specified on Annex VI of this Agreement the costs actually incurred in accordance with the estimated budget breakdown identified under Annex I of the Agreement.

5.3 Beneficiaries are 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.

5.4 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 Executive Agency at the end of the project, the beneficiary (ies) responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator.

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

- the Coordinator bears the costs of transfer charged by its bank;
- the Beneficiary bears the costs of transfer charged by its bank;
- the party causing a repetition of a transfer bears all costs of repeated transfers.

Article 6 Reporting

6.1 The coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the beneficiaries commit 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, including, but not limited to: Technical Report on Progress, drawn in accordance with with Annex V of Grant Agreement and Statement on the Use of the Previous Pre-Financing Instalment, drawn in accordance with the Annex VI of Grant Agreement, supported by all justifying documents according to the following schedule:

By 15th of September 2022 (M22): covering the period from M1 to M21 (Interim Report)

By 15th of December 2023 (M36+1): covering the period from M22 to M36 (Final Report)

Beneficiary is responsible to prepare and send to the coordinator internal reporting forms each 6 months of the project, drawn in accordance with Annex VII, to the following schedule:

By 15th of June 2021 (M7): covering the period from M1 to M6

By 15th of December 2021 (M13): covering the period from M7 to M12

By 15th of June 2022 (M19): covering the period from M13 to M18

By 15th of September 2022 (M22): covering the period from M19 to M21 (together with Interim Report)

By 15th of December 2022 (M25): covering the period from M22 to M24

By 15th of June 2023 (M31): covering the period from M25 to M30

By 15th of December 2023 (M36+1): covering the period from M31 to M36 (together with Final Report)

6.2 The coordinator shall provide the beneficiaries 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.

6.3 The beneficiaries 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 Executive Agency in the Grant Agreement and in the Erasmus+ Programme Guide.

Article 7 Budgetary and financial management

7.1 The Erasmus+ grant contribution to the project's staff costs, travel costs and costs of stay will be calculated on the basis of "unit contributions" whose individual amounts are specified in the Erasmus+ Programme Guide.

7.2 For the implementation of the project and the beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the partnership will apply the unit costs amounts defined in the Erasmus+ Programme Guide.

7.3 The Erasmus+ grant contribution to the project's equipment and subcontracting costs will be based on the justification of the costs actually incurred. This justification will take the form of the support documentation specified in the relevant section of the Erasmus+ Programme Guide.

7.4 The beneficiaries confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.

7.5 Each beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in project activities.

Article 8 General administrative provisions

8.1 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:

Prof. dr. Žaneta Simanavičienė
Mykolo Romerio universitetas
Ateities st. 20, LT-08303 Vilnius, Lithuania
zasiman@mruni.eu; prc@mruni.eu

For the beneficiary:

Vyacheslav Ivata
Ph.D., Associate Professor of the department Accounting and economic analysis. Head of the methodical support and monitoring of the education quality department
Tel: +38 (067) 267-10-69
Email: vyacheslav.ivata@nuos.edu.ua

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

Article 9 Promotion and visibility

9.1 The coordinator and the beneficiary shall 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.

9.2 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 Articles I.15.1 and I.15.2 of the Grant Agreement, as well as in the Guidelines for the Use of the Grant.

Article 10

Confidentiality and data protection

10.1 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.

10.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article II.7 of the Grant Agreement.

Article 11

Ownership and property rights

11.1 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 beneficiaries, in compliance with Article I.8 of the Grant Agreement.

11.2 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.

Article 12

Liability

12.1 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.

Article 13

Conflict of interest

13.1 The coordinator and beneficiaries 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.

13.2 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.

13.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

Article 14

Working languages

14.1 The working language of the partnership shall be English.

14.2 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 15. Management of the project

15.1. Project DigEco will be built on mutual benefits for all to endeavour goals and objectives and to bring about beneficial change or added value. The project management will be organized in a way that each partner could ensure the active participation with specific tasks distribution and functions of each university.

15.2. The DigEco Joint Coordination Council (JCC): consists of the local coordinators of each Partner; forms and coordinates the project activities; is responsible for overall project coordination; guaranties the project activity realization and it's components interaction in accordance with the objectives and monitors the implementation of the tasks; monitors and controls the quality of processes. Each member of JCC is responsible for the timely and proper execution of tasks and correspondence of the activities to the set goals.

15.3. Project coordinator is responsible for the distribution of financial resources in accordance with the budget allocation and for the implementation of DigEco activities in the Work Packages. Coordinator is also responsible for the overall management, administrative covering, legal and financial matters, communication and cooperation with Executive Agency. The decisions are made with mutual approval with JCC.

15.4. Work Groups are responsible for effective management of the project and provision of horizontal links. Project Work Groups (PWG) will be created at each partner organization and will include: (1) PWG coordinator to overall coordination of the project in each partner organization; (2) PWG project manager to guaranty the implementation of project activities, project components and interaction; (3) teachers for evaluation of the curricular content and (5) administrative and technical staff.

15.5. PWG will be empowered to: (1) organize/review the curricula; (2) provide university-business links; (3) pilot teaching/operation of VIDEL Labs, VPLP including PIE; (4) networking and dissemination of the project results; (5) work out and follow-up the Work plan of the organisation at the local level.

Article 16 Conflict resolution

16.1. 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.

16.2. Disputes should be addressed in writing to the project Joint Coordination Council, that will try to mediate in order to resolve the conflict.

Article 17 Applicable law and jurisdiction

17.1 This Agreement is governed by the the Republic of Lithuania law, being the law of the coordinator's country.

17.2 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.

17.3 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.

17.4 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.

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

Article 18 Termination of the Agreement

18.1 In the event that any of the beneficiaries fail to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate their participation in the project, upon formal written authorisation by the Executive Agency.

18.2 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 19 *Force Majeure*

19.1 If either parties face a case of *force majeure* (as per defined in article II.15 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

19.2 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 20 Amendments

20.1 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.

20.2 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 21
Annexes

- Annex I. Budget/Expenditure/Co-financing breakdown per partner and budget category.
- Annex II. Remuneration modalities of staff involved in the project.
- Annex III. Reimbursement modalities for travel and costs of stay.
- Annex IV. Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.
- Annex V. Link to Erasmus+ Programme Guide.
- Annex VI. Financial Identification Form of beneficiary organisation.
- Annex VII. Internal Reporting forms:
 - Annex VII.1 Timesheet template
 - Annex VII.2 Joint declaration template
 - Annex VII.3 Individual travel report template
 - Annex VII.4 Confirmation letter template
 - Annex VII.5 Duty to provide information form

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

Mykolas Romeris University
Prof. Inga Žalėnienė, Rector,

Signature and stamp
Done in Vilnius, Lithuania

Date: _____
(/ /)

For the Beneficiary

The legal representative of
Admiral Makarov National University of
Shipbuilding
Prof. Eugeniy Trushliakov

Signature and stamp
Done in Mykolaiv, Ukraine

Date: 28 January 2021
(28/01/2021)

