



Education, Audiovisual and Culture Executive Agency

## **Erasmus+ Programme**

### **Erasmus Mundus Design Measures (EMDM)**

## **Partnership Agreement**

## INTRODUCTION

***The following document aims to assist Erasmus+ Capacity Building projects in the field of Higher Education in preparing their Partnership Agreement(s). The examples of provisions / articles provided do not reflect any official position / recommendation. The Executive Agency cannot be held responsible for any use that may be made of the information contained herein.***

***Please note that a Partnership Agreement is a commitment complementary to the Grant Agreement signed with the Executive Agency and to the mandates signed by each beneficiary.***

As mentioned under Article I.11 of the Grant Agreement, the beneficiaries are required to lay down the detailed provisions for their relations and for the implementation of the project. These provisions shall be formalised in a Partnership Agreement to be signed by the coordinating institution and the beneficiaries. A copy of the Partnership Agreement(s) must be provided to the Executive Agency within 6 months of the signature of the Grant Agreement.

The Partnership Agreement can either be multilateral (i.e. single agreement signed by the coordinator and all the other beneficiary organisations) or bilateral (i.e. a different agreement signed between the coordinator and each beneficiary organisation) and should be drafted in the working communication language of the Partnership.

Provisions of the Partnership Agreement(s) may be differentiated according to the special needs/requirements of each beneficiary, provided that transparency is ensured within the partnership.

The objective of the Partnership Agreement is to ensure that:

- the provisions for project implementation and for interactions between beneficiaries are clearly agreed and communicated to all partners;
- the relevant authorities of the participating organisations agree on its implementation aspects from an academic, administrative, legal and financial point of view;
- potential disputes/misunderstandings between participating organisations are avoided and/or resolved through the dispositions contained in the Partnership Agreement.

In particular, the Partnership Agreement should provide a comprehensive description of:

- beneficiaries' rights and obligations within the framework of the project and the Grant Agreement;
- beneficiaries' role and responsibilities in carrying out the work programme;
- management and governance modalities;
- financial management and related rules, in particular for what concerns:
  - the budget structure (co-financing, breakdown of budget per activity and beneficiary, modalities of transfer of funds, etc.);
  - remuneration policy for staff;
  - payment modalities (reimbursement for travels and costs of stay, etc.);
- reporting mechanisms;
- conflict management mechanisms in case of problems or tasks/activities not properly implemented;
- communication strategy (project website, promotional material and its dissemination, dissemination and exploitation plan);
- sustainability strategy;
- any other relevant topic for the efficient implementation of the project.

# Partnership Agreement

ERASMUS-EDU-2022-EMJM-DESIGN

Design of International Master program in Sustainable Transport Engineering

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

National Aviation University (NAU),  
PIC 987810074, Liubomyra Huzara avenue building nr 1, Kyiv 03068, Ukraine.

hereinafter referred to as the “coordinator”, represented for the purposes of signature of the Agreement Dmytro Shevchuk, project coordinator, the legal representative as defined in the Grant Agreement 101082378.

and the following associated partners (AP):

Vilnius Gediminas Technical University (Vilnius Tech) – established in Lithuania; PIC 9996478 57; Saulėtekio al. 11, Vilnius LT-10223, Lithuania.

University of Zilina (UNIZA) - established in Slovakia; PIC 9999696 06; Univerzitná 8215/101026, Žilina, Slovakia.

hereinafter referred to as the “beneficiaries”, represented for the purposes of signature of this Agreement by their legal representatives, according to the Mandates previously signed and attached to the Grant Agreement (here in Annex I).

Where a provision applies without distinction to the "coordinator" and the "beneficiaries", 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+ EMDM action “Design of International Master program in Sustainable Transport Engineering” (hereinafter referred to as the “project”).

1.2 The coordinator and the beneficiaries, 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 101082378, 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.

1.5 Further implementation and student’s enrolment for DIMSTE project requires another multi-beneficiary grant agreement signed with the European Commission within the framework of the Erasmus+ Programme of the European Commission fund for Erasmus Mundus Joint Master Degree programmes;

1.6. Further implementation and student’s enrolment for DIMSTE project is possible only after ending of military actions in Ukraine, when partners may ensure the necessary level of safety for educational process’ participants.

## **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).

Each 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 55000 and shall take the form as stipulated in Annex III of the Grant Agreement.

4.2 The Coordinator commits himself to carrying out payments relating to the subject matter of this contract to the Partner according to the achievement of the tasks.

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 grant contribution to the project for the contractual period covered by the GA is equal to the amounts in the following table:

No.	Role	Short Name	Legal Name	Initial prefinancing, %	Final payment, %	Grant amount
P.01	COO	NAU	National Aviation University	90	10	55 000
P.02	AP	VILNIUS TECH	Vilnius Gediminas Technical University	0	0	
P.03	AP	UNIZA	University of Zilina	0	0	

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 Reporting**

5.1 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.

5.2 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.

5.3 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 6 Budgetary and financial management**

6.1 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.

6.2 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

6.3 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.

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

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

## **Article 7 General administrative provisions**

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

For the coordinator:

Dmytro Shevchuk, Liubomyra Huzara avenue building nr 1, Kyiv 03068, Ukraine.  
[dmytro.shevchuk@npp.nau.edu.ua](mailto:dmytro.shevchuk@npp.nau.edu.ua)

For the beneficiaries:

Vilnius Gediminas Technical University  
Olegas Prentkovskis, Saulėtekio al. 11, Vilnius LT-10223, Lithuania.  
[olegas.prentkovskis@vilniustech.lt](mailto:olegas.prentkovskis@vilniustech.lt)

University of Zilina,  
Andrej Novák, Univerzitná 8215/101026, Žilina, Slovakia  
[andrej.novak@uniza.sk](mailto:andrej.novak@uniza.sk)

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

## **Article 8 Promotion and visibility**

8.1 The coordinator and the beneficiaries 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.

8.2 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.

### **Article 9 Confidentiality and data protection**

9.1 The coordinator and the beneficiaries 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.

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

### **Article 11 Ownership and property rights**

10.1 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.

10.2 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 11 Liability**

11.1 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 12 Conflict of interest**

12.1 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.

12.2 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.



12.3 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 13 Working languages**

13.1 The working language of the partnership shall be English.

13.2 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 14 Conflict resolution**

14.1 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.

14.2 Disputes should be addressed in writing to the project Steering Committee (or a body consisting of representatives of all the project partners), that will try to mediate in order to resolve the conflict.

### **Article 16 Applicable law and jurisdiction**

15.1 This Agreement is governed by the Ukrainian, Slovak and Lithuanian law.

15.2 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.

15.3 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.

15.4 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.

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

### **Article 16 Termination of the Agreement**

16.1 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.

16.2 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 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.

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 representatives 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 - COPY OF THE GRANT AGREEMENT SIGNED BETWEEN THE COORDINATOR AND THE EXECUTIVE AGENCY, ITS ANNEXES, AND ANY EXISTING AMENDMENT.

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**

Project manager  
Dmytro Shevchuk

**For the Beneficiary 1**

Project representative  
Olegas Prentkovskis

Signature  
Done in Kyiv, Ukraine

Date:

Signature  
Done in Vilnius, Lithuania

Date:

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 legal representative  
Dmytro Shevchuk

**For the Beneficiary 2**

Project representative  
Andrej Novák

Signature  
Done in Kyiv, Ukraine

Date:

Signature  
Done in Zilina, Slovakia

Date: