

Partnership Agreement

Grant Agreement Number: 2015-3575/001-001

Higher Education interdisciplinary Reform In Tourism management and Applied Geoinformation curricula - HERITAG

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

Universitat Politècnica de València (UPV)
Camino de Vera SN; ES46022; Valencia - Spain

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by Francisco J. MORA MAS, Rector, the legal representative as defined in the Grant Agreement 2015-3575/001-001,

and the following beneficiary:

1. GORIS STATE UNIVERSITY – established in Armenia, Goris

hereinafter referred to as the "beneficiary", represented for the purposes of signature of this Agreement by its legal representative, according to the Mandate previously signed and attached to the Grant Agreement (here in Annex II).

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 HERITAG (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 2015-3575/001-001, 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 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, 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 beneficiary and the Executive Agency, and inform the beneficiary of any relevant communication exchanged with the Executive Agency;
- (c) inform the beneficiary 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 beneficiary, transfer funds to the beneficiary 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 1.4 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 beneficiary, as per the dispositions of Article 1.4 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 beneficiary with official documents related to the project, such as the signed Grant Agreement and its annexes, the Guidelines for the Use of the Grant, the various reports templates and any other relevant document concerning the project.
- (j) transmit to the beneficiary 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 project partners;
- (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 and in Guidelines for the Use of the Grant, as well as all necessary documents in the events of audits, checks or evaluations (including proof of activities undertaken, accounting documents, proof of expenses and proof of payment, etc.);
- (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.
- (g) be solely responsible towards the Coordinator for the correct justification of the beneficiary's Project costs.

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 764.348,00 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 beneficiary in carrying out the activities foreseen. 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 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 V of this Agreement.

5.2 The transfer of the Erasmus+ grant contribution as defined in Annex I to individual beneficiaries will be implemented in accordance with the following timetable and procedure. When funding is awarded under the form of "unit contribution" the Coordinator shall not cover any expense exceeding the "unit contribution" allocated to each activity:

The coordinator, following the reception of the payments from the Executive Agency, will transfer to the respective account of each beneficiary in advance of the actual activities (/expenditures) part of the estimated Erasmus+ grant contribution identified under Annex I of this Agreement, in the following way:

For funds awarded under budget heading "Travel Costs", "Costs of Stay" and "Subcontracting":

1. 50% of the estimated Erasmus+ grant contribution at the time of signature of this Agreement.
2. 40% of the estimated Erasmus+ grant contribution within 45 days of the reception of the necessary proofs of expenditure/activity covering the amount of advance payment(s) already made.
3. 10% upon acceptance of the final report by the Executive Agency and the reception of the final balance payment.

For funds awarded under budget heading "Staff Costs":

Within 45 days of receipt of the necessary proofs of expenditure/activity (as specified in the Guidelines for the Use of the Grant), the coordinator shall reimburse to the beneficiary's account specified on Annex V of this Agreement the 100% of costs actually justified in accordance with the estimated budget breakdown identified under Annex I of the Agreement.

For funds awarded under budget heading "Equipment":

For efficiency purposes, the beneficiaries agree that the coordinator can make direct payments to the beneficiary's suppliers of equipment. As a result of applying this procedure, the total amount to be transferred to the beneficiary shall be reduced accordingly. The coordinator will transfer the funds to the supplier within 20 days after reception of the necessary documentation.

The beneficiary shall guarantee that all the goods and services purchased under this Project meet both the national applicable regulations and the specific rules of the Erasmus Plus Programme (in particular Article 1.10.1 of the Grant Agreement, and sections 3.2.5 and 3.2.6.1 of the Guidelines for the Use of the Grant) and are duly included in the beneficiary's accounting system.

In order to proceed with the payment, the beneficiary shall provide the original documentation requested by the coordinator, in particular:

- Tendering process documentation (i.e. tender specifications, invitation to suppliers to prepare an offer, proposals received from potential suppliers, evaluation committee and its signed minutes, etc.)
- Decision on selected offer
- Invoice (including supplier's VAT number and identification data, bank account, etc.)
 - o **NOTE:** the coordinator (UPV) shall pay the invoice on behalf of the beneficiary (the Georgian/Armenian partner), but the expense belongs to the beneficiary. Therefore, the equipment must be invoiced to the beneficiary (and not to UPV), and included in the beneficiary's accounting system.
- Proof that the equipment is recorded in the inventory of the institution



The beneficiary must identify the equipment with stickers to be provided by the Executive Agency, and shall forward photographs to the coordinator.

5.3 The beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the beneficiary will be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.

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 shall reimburse the corresponding amount to the coordinator.

In the event of force majeure or difficulty in recovering the ineligible amounts, then the beneficiary(ies) shall negotiate to take in charge a percentage of the ineligible amount(s) corresponding to their share of the Erasmus+ grant and reimburse it to the coordinator.

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 transfers charged by the bank of the beneficiary(ies) shall be borne by the beneficiary(ies)
- all costs of repeated transfers caused by the beneficiary shall be borne by the beneficiary which caused the repetition of the transfer.

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 beneficiary commits to provide the coordinator with all necessary information and certified 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 expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO and be signed by the beneficiary's legal representative.

6.3 Any conversion into EURO of actual costs incurred in other currencies shall be made at the monthly accounting rate established by the Commission, following the procedures established in Article I.10.2 of the Grant Agreement.

6.4 The beneficiary shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for a period of 5 years after the payment of the final balance under the Grant Agreement. The coordinator may reject any item which cannot be justified in accordance with the rules set out by the 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 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, in the Guidelines for the Use of the Grant and in the Guidelines for the Special Mobility Strand (when applicable).

Unit costs are contributions to the project implementation that may not cover the full actual cost. Therefore, the beneficiary shall co-finance the activities guaranteeing that project tasks are duly implemented. The justification will take the form of the support documentation specified in the relevant sections of the Guidelines for the Use of the Grant.

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 and in the Guidelines for the Use of the Grant.

Remuneration of staff involved in the project shall be made according to each beneficiary's internal policy and regulations. As a general rule, the coordinator shall transfer the amounts corresponding to the approved unit costs to the beneficiary where the participant is hired.

In practice, a distinction can be made between:

- a staff member is remunerated directly from the project (on a full-time, part-time or occasional basis as a top-up to normal staff salary) by his/her partner institution.
- a staff member is not remunerated directly from the project. Institutions themselves are allowed to charge staff costs (as a form of "compensation") for people who have been authorised to work for the Project as part of their normal working time within the institution.

The beneficiary agrees that up to 20% of the costs of stay of all the project partners attending each particular activity shall be reserved to cover part of the expenses derived from the organisation of that activity.

7.3 Should the coordinator advance any payment initially included in the beneficiary's budget, the actual amount to be transferred to that beneficiary will accordingly be reduced. In such cases, the coordinator shall inform and receive the written acceptance of the beneficiary (e.g. by e-mail) and the coordinator will be in charge of justifying these expenses to EACEA.

7.4 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 sections of the Grant Agreement and of the Guidelines for the Use of the Grant.

7.5 The beneficiary confirms that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.

7.6 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. Luis Ángel Ruiz Fernández

UPV – Dept Ing. Cartográfica; Camino de Vera SN; ES46022; Valencia; Spain

laruiz@cgf.upv.es

For the beneficiary:

Yuri Safaryan
Diana Karapetyan
Avangard 2, Goris 3201, Armenia
dianakarapetyan81@gmail.com

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 Articles 1.10.8 and 1.10.9 of the Grant Agreement, as well as in section 1.6 of 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.6 of the Grant Agreement.

**Article 11
Ownership and property rights**

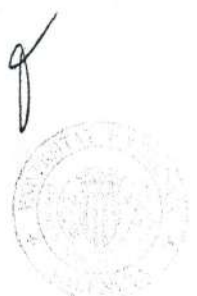
11.1 The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiaries, in compliance with national legislation and Article I.7 of the Grant Agreement.

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 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.

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 **Conflict resolution**

15.1 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.

15.2 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**

16.1 This Agreement is governed by the Spanish 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 in accordance with the jurisdiction of the coordinator's country.

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 their participation in the project, upon formal written authorisation by the 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 parties face a case of *force majeure* (as per defined in article 11.14 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 legal 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 - Budget/Expenditure/Co-financing breakdown per partner and budget category.

Annex II - Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.

Annex III - link to Guidelines for the Use of the Grant.

Annex IV - link to FAQs.

Annex V - Individual Bank account of each beneficiary organisation.

Annex VI - Internal Reporting forms.

Annex VII - VAT Exemption Certificate issued by the Executive Agency

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

Francisco J. MORA MA8

Signature and stamp
Done in Valencia

Date

For the Beneficiary

The legal representative

Prof. Yuri Safaryan

Signature and stamp
Done in Goris

Date 08.02.2016