

## **Partnership Agreement**

Support for Innovative Methodology, Approaches and Tools for Teaching through the Medium of English in order to improve Educational Yield, Sustainability and Internationalization – SMARTI –

Agreement Number: 617489-EPP-1-2020-1-DE-EPPKA2-CBHE-JP

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

**Technische Universität Dresden (TUD)**

Public body  
01062 Dresden  
Germany  
VAT number: DE 188 369 991

hereinafter referred to as the "coordinator", represented by Dr. Andreas Handschuh, Chancellor, the legal representative as defined in the Erasmus+ KA2 CBHE Grant Agreement 617489-EPP-1-2020-1-DE-EPPKA2-CBHE-JP (hereinafter referred to as the "Grant Agreement"),

and the following parties:

**Riga Technical University (RTU)**

1 Kalku Street, LV-1658 / RIGA / Latvia  
represented for the purposes of signature of the Agreement by Dr. habil.sc.ing. Leonids Ribickis;

**Liverpool John Moores University (LJMU)**

Egerton Court, 2 Rodney Street, L1 2UA / LIVERPOOL / United Kingdom  
represented for the purposes of signature of the Agreement by Belinda McGuinness;

**Universidade Católica Portuguesa (UCP)**

Rua Diogo Botelho, 1327, 4169-005 / PORTO / Portugal  
represented for the purposes of signature of the Agreement by Maria Isabel Filipe de Oliveira Braga da Cruz Guimarães, President of UCP - Porto

**Ogarev Mordovia State University (MRSU)**

68 Bolshevistskaya Str., 430005, Republic of Mordovia / SARANSK / Russia  
represented for the purposes of signature of the Agreement by Sergey Vdovin;

**Irkutsk National Research Technical University (INRTU)**

83, Lermontov street, 664074 / IRKUTSK / Russia  
represented for the purposes of signature of the Agreement by Mikhail Korniakov;

**Kazan Federal University (KFU)**

18 Kremlyovskaya street, 420008 / KAZAN / Russia  
represented for the purposes of signature of the Agreement by Linar Latypov;

**Petrozavodsk State University (PetrSU)**

33, Lenin av., 185910, Republic of Karelia / PETROZAVODSK / Russia  
represented for the purposes of signature of the Agreement by Anatoly Voronin;

**Certification Association "Russian Register" (RR)**

45/8 A, Liteyny Prospect, 191014 / ST. PETERSBURG / Russia  
represented for the purposes of signature of the Agreement by Arkady Vladimirtsev;

**Public Administration Academy of the Republic of Armenia (PAARA)**

8 Kievyan Street, 0028 / YEREVAN / Armenia  
represented for the purposes of signature of the Agreement by Dr. Arsen Lokyan;

**"Vanadzor State University after H. Toumanyan" Foundation (VSU)**

36 Tigran Mets, 2021 / VANADZOR / Armenia  
represented for the purposes of signature of the Agreement by Prof. Rustam Sahakyan;

**Armenian National Agrarian University (ANAU)**

74 Teryan str, 0009 / YEREVAN / Armenia  
represented for the purposes of signature of the Agreement by Vardan Urutyan;

**"M. Nalbandyan State University of Shirak" Foundation (SUSh)**

4 Paruir Sevak street, 3126, Syunik Region / GYUMRI / Armenia  
represented for the purposes of signature of the Agreement by Yervand Serobyan;

**Goris State University (GSU)**

2 Avangrad str, 3201 / GORIS, Armenia  
represented for the purposes of signature of the Agreement by Prof. Artush Ghukasyan;

**National Centre for Professional Education Quality Assurance, Foundation (ANQA)**

22 Orbeli street, 0028 / YEREVAN, Armenia  
represented for the purposes of signature of the Agreement by Dr. Ruben Topchyan;

hereinafter referred to as the "beneficiary", 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 each "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. This Agreement defines the terms that govern the relations between the beneficiaries, 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+ KA2 CBHE action Support for Innovative Methodology, Approaches and Tools for Teaching through the Medium of English in order to improve Educational Yield, Sustainability and Internationalization – SMARTI (hereinafter referred to as the "project").



2. The beneficiaries, undertake to do everything in their power to carry out the work programme forming the subject of this Agreement as specified in the Grant Agreement (Annex 1), which falls within the framework of the Grant Agreement concluded between the coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), on 03.12.2020 related to the above-mentioned project.

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, including any further amendments of the latter, shall form an integral part of the present Agreement. In case the terms of this Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail (see Article 19 of the present Agreement for the list of annexes). Each beneficiary declares to have read and approved it.

4. 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**

1. A legal entity becomes a party to this Agreement upon signature of this Agreement by a duly authorised representative.

2. This Agreement shall have effect from the starting date of the eligibility period laid down in the Grant Agreement.

3. 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.

4. 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**

1. General obligations and role of the beneficiaries.

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 responsible for complying with any legal obligations incumbent on them;
- (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.

- (f) to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Grant Agreement concluded between the Executive Agency and the coordinator
- (g) confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.

## 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 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 project;
- (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 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) establish payment requests on behalf of the beneficiaries, as per the dispositions of Article 1.4 of the Grant Agreement and as specified in detail in the payment plan listed in Article 5 of this Agreement;

## 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 beneficiary;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement without undue delay;
- (c) submit in due time (within the deadlines set by the coordinator) to the coordinator all relevant data or information 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 without undue delay;
- (e) notify the coordinator of any event likely to substantially affect or delay the implementation of the project, 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 as long as the change is relevant for the purposes of the project and of any change in its name, address or legal representative;
- (g) gather prior written approval by the coordinator of any sub-contracting under this project.



- (h) ensure adequate insurance arrangements for their staff and students while participating in project activities.
- (i) comply with applicable Erasmus+ and/or national rules, including, but not limited to, rules on public procurement, state aid, publicity and equal opportunities;
- (j) hereby authorize the coordinator signing on behalf of the other beneficiaries the accession document (Annex IX of this Agreement) with a new party in execution of a respective decision of the beneficiaries.

#### 4. Project management structure

- (a) Consortium meetings are carried out regularly in order to assure the effective development of the project activities. The consortium meetings assemble the European principal investigator (coordinator; PI), Russian principal investigator (co-PI), Armenian principal investigator (co-PI), the financial project manager (PM), and one representative for each beneficiary. The coordinator organises, moderates and documents the consortium meetings.
- (b) All important decisions during the duration of the project are made collectively. Each participating beneficiary shall have one vote. Any eventual modification and amendments of the project, budget breakdown and general decisions must be discussed within the consortium. Any decision made within the consortium meetings needs to be reached by simple majority of the present members. If a beneficiary can show that its own work, time for performance, funding, liabilities, intellectual property rights or other legitimate interests would be significantly affected by a decision, the beneficiaries including all other parties of the project shall make every effort to resolve the matter to the general satisfaction of all parties.
- (c) In case of disagreement or a veto by a beneficiary, the coordination executive board integrated by PI, co-PIs and PM will make the final decision.

#### Article 4 Financing the project

1. The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement is estimated at EUR 936.824,00 and shall take the form as stipulated in the Grant Agreement. Without prejudice to the right to terminate the grant, in case of failure to fulfil this obligation, the Executive Agency may apply a reduction up to 75 % of the grant initially provided for or penalties in case of poor, partial or late implementation of the project.

2. The coordinator has the authority to decide on the reallocation of activities and the corresponding budget among beneficiaries in line with the Grant Agreement, especially those related to the articles of the Grant Agreement defining the penalties for poor, partial or late implementation of project activities (Article I.18 of the Grant Agreement) and visibility obligations (Article II.8 of the Grant Agreement) with the purpose of sound financial management and to avoid any possible risks.

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

- a "*reimbursement of actual costs*" for Equipment and Sub-contracting costs;
- a "*unit contribution*" to the costs incurred for Staff costs, Travel costs and costs of Stay, whose individual amounts are specified in the Erasmus+ Programme Guide.



4. The Erasmus+ 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 necessary for their own activities foreseen so as to ensure full implementation of the project in accordance with the Grant Agreement.

5. The final financial contribution shall depend on the evaluation of the quality of the results of the project pursuant to the rules laid down at Community level, particularly in the Grant Agreement, but shall, under no circumstances, give rise to a profit.

#### **Article 5 Payment arrangements**

1. The coordinator commits himself to carrying out payments relating to the subject matter of this Agreement to each beneficiary according to the achievement of the tasks and according to the following schedule (called "payment plan") using the accounts stipulated in Annex VII of this Agreement.

2. All payments shall be made to the beneficiary's bank account in EURO. If bank accounts are denominated in other currencies than EURO, any costs or losses due to currency exchange rates are covered by the recipient. Special provisions on the conversion rate have to be fulfilled according to Article 1.4.6 of the Grant Agreement. All costs of dispatch/receipt or similar charged by the bank and costs for repeated transfers are covered by the recipient of the payment. If the bank account of a beneficiary changes, the new bank account details need to be communicated in a timely manner to the coordinator by filling in again the form given in Annex VII of this Agreement, signed by the legal representative of the beneficiary.

3. The transfer of the Erasmus+ grant contribution to each individual beneficiary will be implemented in accordance with the following payment plan:

The Erasmus+ maximum grant contribution and the break-down of the five budget items (staff costs, travel costs, costs of stay, equipment costs and sub-contracting costs) are displayed in Annex I of the Grant Agreement. Pre-financing as stipulated under this Article shall only be made for the budget items **staff costs, travel costs, costs of stay and sub-contracting**.

The **first pre-financing** of 50% of the maximum Erasmus+ grant contribution is divided into two parts: 60% of the first pre-financing is transferred to each beneficiary after signature of all beneficiaries of this Agreement, and 40% after the beneficiary demonstrates expenditures covering at least 70% of the total amount already transferred. Therefore, the necessary Supporting Documents for the costs claimed need to be submitted and validated (see also Article 7 of this Agreement). The **second pre-financing** will be transferred after the coordinator has received the second pre-financing from the Agency and is also divided into two parts (60% / 40%) and will be distributed following the submission of the necessary Supporting Documents to the coordinator (the "70%-rule" also applies).

For each pre-financing the beneficiaries will send a "Request for payment transfer" (using the form presented in Annex VIII of this Agreement) to the coordinator, duly signed by the legal representative of the beneficiary, for each instalment defined/calculated by the coordinator on the basis of previously verified expenses.

The **final balance** is carried out after the approval of the final report by the Executive Agency and the payment of the final balance by the Executive Agency to the coordinator. The payment of the balance may be less than 10% as a result of spending and/or financial auditing undertaken by the Executive Agency.



4. The transfer of the part of Erasmus+ grant contribution for **equipment costs** to each beneficiary will be implemented, upon decision of the coordinator, as follows:

a) 100% transfer of funds

The premise for the transfer of funds of equipment costs is a written approval by the coordinator of the intended equipment purchase. In case of changes to the initial approval, these changes need to be re-verified by the coordinator. The funds for purchasing of the equipment is based on the actual costs, but not exceeding the budgeted funds, and will be transferred to the beneficiary within three weeks after the Coordinator has received at least Supporting Documents showing the tendering procedure/Three offers (see Article 5, paragraph 5), the contract between the beneficiary and the supplier and a copy of the invoice showing the address of the beneficiary. All other necessary Supporting Documents according to Article 6, paragraph 4 of this Agreement must be provided without undue delay.

b) 60% Pre-financing and 40% reimbursement

The premise for reimbursing equipment costs is a written approval by the coordinator of the intended equipment purchase. In case of changes to the initial approval, these changes need to be re-verified by the coordinator. The reimbursement of the actual costs will take place in two instalments:

- 60% as pre-financing of the awarded contract(s) signed by the beneficiary and the selected supplier(s);
- 40% after the submission of the Supporting Documents to the coordinator.

5. Any awarding of contracts (e.g. equipment costs, sub-contracting) must follow applicable national law and Erasmus+ rules on awarding of contracts. Each beneficiary which claims reimbursement of such costs remains responsible for compliance. As a minimum requirement, at least three offers must be obtained if the purchase totals more than 1.500 EUR. A tendering procedure is required by Erasmus+ rules if the purchase totals more than 25.000 EUR.

6. In case Supporting Documents cannot be provided for any reason, the beneficiary faces reclaims and must pay the expenses from its own resources.

7. 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. All payments shall be regarded as advances pending explicit approval by the Executive Agency of the final report and identified as such during an ex-post audit by the Executive Agency or a third party, including approval of the eligibility of the costs, the corresponding cost statement and the quality of the results of the project. However, any Erasmus+ grant amounts received in advance and not used by the beneficiaries will be reimbursed by them to the coordinator without undue delay.

8. 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 responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator without undue delay.

9. All payments under this Agreement are subject to the receipt of the Erasmus+ grant contribution from the Executive Agency by the coordinator.

10. In case a beneficiary earns any receipt that is deductible from the total grant contribution, the deduction is only directed toward the beneficiary earning such income. The other beneficiary



financial share of the grant shall not be affected by one beneficiary's receipt. In case the relevant receipt is more than the allocated share of the beneficiary, the beneficiary shall reimburse the funding reduction suffered by other beneficiaries.

## **Article 6 Supporting Documents**

1. Supporting Documents shall mean any adequate written documentation to prove eligible costs of a beneficiary. Originals of the Supporting Documents must be kept by each beneficiary. The beneficiary must provide the coordinator with copies of the Supporting Documents. Submitting the required Supporting Documents is an integral part of the agreement obligations and failure to submit one or more documents may lead to a request for reimbursement of the corresponding expenses/unit costs contribution. Originals must conform with the provided copies. If there are doubts on the actual implementation of any particular activity or expenditure, the coordinator may request to be provided with additional corresponding Supporting Documents.

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 following Supporting Documents are necessary:

### a) Staff costs:

- Joint Declaration for Staff Costs
- Timesheets
- Proof of contractual relationship with the beneficiary institution, e.g. working contract, salary slips, payrolls

All fee contracts must be cleared with the coordinator before issuing the contract. Each beneficiary shall ensure (i) that persons working under a fee contract enjoy conditions similar to those of an employee of the beneficiary; (ii) the results of the work from persons under a fee contract belongs to the beneficiary; and (iii) that the costs for a person working under a fee contract are not significantly different from the costs of staff performing similar tasks under an employment contract. Fee contracts are binding commitments with natural persons which are assigned to the Project on the basis of a contract against payment with a beneficiary institution.

### b) Travel costs and costs of stay:

The existence of a formal contractual relationship between the person traveling and the beneficiary institutions is required in order to participate in any travel. Students (at undergraduate, graduate, post graduate and doctoral level) must be enrolled at the beneficiary organization.

Copies of documents required to substantiate travel costs and costs of stay for employees of the beneficiary are:

- Individual Travel Report
- Copies of any documents (e.g. boarding pass, train tickets, hotel invoices) that prove the journey took place
- For students: proof of enrolment
- Signature on the list of participants

3. In case of doubt the coordinator reserves the right to request from the beneficiary any other documents deemed necessary to prove the expenditure and correctness of the declared staff or travel costs and costs of stay. Moreover, in case of control and/or audit the beneficiary commits



himself to make available all documents deemed necessary to prove that declared costs are identifiable and verifiable, in particular being recorded in the accounting records of the beneficiary.

4. The reimbursement of equipment purchased within the framework of the project and sub-contracting costs will be based on the justification of the costs actually incurred.

**a) Equipment:**

The Erasmus+ grant contribution to expenses incurred for Equipment will be transferred as actual costs.

The following documents are required for reimbursement:

- Tendering procedure/Three offers (see Article 5, paragraph 5)
- Contract between the beneficiary and the supplier
- Copy of the invoice showing the address of the beneficiary
- Proof of delivery
- Proof of inventory
- Proof of payment

The grant for the purchase of the equipment has to be used exclusively for the purchase of the equipment and for the purpose of the implementation of the project (equipment directly relevant to the objectives of the project). All equipment purchased with the Erasmus+ CBHE funds must bear the E+ logo in form of a sticker as defined by the Executive Agency. The beneficiary commits himself to ensure the sustainable use of the purchased equipment in the beneficiary organization after the end of the project.

**b) Sub-contracting costs:**

The Erasmus+ grant contribution to expenses incurred in sub-contracting will be reimbursed as actual costs, including travel costs of sub-contractors. The following documents will be needed to justify the expenses:

- Three offers (for all purchases of more than 1.500 EUR),
- Formal contract between the beneficiary and the sub-contractor,
- The invoice showing the address of the beneficiary
- Documentation on the tendering procedure (for all purchases of more than 25.000 EUR),
- Proof of payment,
- Proof of results in appropriate form,
- In case of travel costs:
  - copies of travel tickets, (boarding passes, invoices and receipts
  - for car travel a copy of the internal regulations on the reimbursement rate per km

5. All invoices and/or bills must show the beneficiary's official address.

**Article 7 Reporting**

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, each beneficiary commits to provide the coordinator with all necessary information and, if applicable, originals of Supporting Documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

2. Hence the beneficiary shall make sure that technical reports and financial statements (including the necessary Supporting Documents) are completed and electronically signed by the following deadlines:

Reporting exercise		Reporting period	Deadline for submission at TUD
No. 1	<b>Internal Financial Reporting</b> → Financial Statement → Supporting Documents	15 January 2021 – 31 December 2021	31 January 2022
No. 2	<b>Progress Report</b> → Technical Report → Financial Statement → Supporting Documents	01 January 2022 – 14 October 2022	31 October 2022
No. 3	<b>Internal Financial Reporting</b> → Financial Statement → Supporting Documents	15 October 2022 – 31 May 2023	30 June 2023
No. 4	<b>Final Report</b> → Technical Report → Financial Statement → Supporting Documents	01 June 2023 – 14 January 2024	31 January 2024

Official Reporting Deadlines for the submission of the reports at the EACEA:

Progress Report: **13 December 2022**

Final Report: **14 March 2024**

If a beneficiary fails to meet its reporting obligations and causes a delay in the submission process of the periodic reports, the coordinator shall be entitled to submit any report without the respective beneficiary's contribution in order to meet the deadline set out by the Executive Agency. Beneficiaries that fail to meet reporting deadlines must be aware that their non-respect of reporting deadlines may lead to their costs being considered 'zero' for the corresponding reporting period and they will be excluded from the respective periodic payment.

3. 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.

4. Each beneficiary shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for a period of at least 5 years after the payment of the final balance under the Grant Agreement. That period shall be extended if a longer period is required by national legislation or in the case of ongoing not yet completed audits, checks, visits, verification or investigations. 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 its annexes.

5. For the avoidance of doubt, the any obligation described in Part B –Financial provisions of the Grant Agreement in particular regarding checks, audits and evaluation shall equally apply to the coordinator and each beneficiary.

## **Article 8 Promotion and visibility**

1. 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.



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 Article II.8 of the Grant Agreement; and any other applicable guideline.

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

1. All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

2. The Recipients hereby undertake during and after the project in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of five years after the payment of the balance a) not to use Confidential Information otherwise than for the purpose for which it was disclosed; b) not to disclose Confidential Information to any third party of the project without the prior written consent by the Disclosing Party; c) to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and d) to apply for the security of Confidential Information at least the same degree of care as it applies for the security of its own Confidential Information (but in any case shall apply not less than reasonable care).

3. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that: a) the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations; b) the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential; c) the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party; d) the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement; e) the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; f) the Confidential Information was already known to the Recipient prior to disclosure, or g) the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order.

4. Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

5. 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 10 Ownership and property rights**

1. Each party shall remain the owner of the information, copyrights or other intellectual property rights that it introduces into the project.



2. The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the project, shall be vested in the parties of the partnership agreements as stipulated under Annex 2 of the Grant Agreement and in compliance with Article II.9 of the Grant Agreement. Each of the parties shall be entitled to exploit the jointly owned result as they see fit, and shall be entitled to grant non-exclusive licences, without obtaining any consent from, paying compensation to, or otherwise accounting to any other joint owner(s).

3. 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.

4. Without prejudice to the above, the beneficiaries grant the Executive Agency and the Union the right to use the project results for the purposes as stipulated under Article I.8 and II.9 of the Grant Agreement.

5. In addition and in compliance with Article I.8 and I.16 of the Grant Agreement, if the beneficiaries produce materials under the scope of the Project, such materials shall be made available through the Internet, free of charge and under open licenses. In order to do that, the other beneficiaries hereby grant all necessary rights on project results and deliverables to the coordinator to comply with fore that obligation.

#### **Article 11 Liability**

1. Each contracting party shall indemnify the other parties from any civil liability in respect of any damages resulting from such offending party's performance of this Agreement, suffered by the innocent party(ies) or by its (their) personnel, to the extent that these damages are caused by intentional acts or acts of negligence of the offending party or its personnel. In case of purely negligent acts, a Party's aggregate indemnification towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Annex III to this Agreement at the Project's start.

2. No party will be liable to other beneficiaries collectively in any event for any special, incidental, indirect or consequential damages (including but not limited to any damages for loss of business, or profits, business interruption, or loss or corruption of or damage to data etc.), except in case of intentional acts.

3. Each contracting party shall defend and indemnify Executive Agency from and against any action for damages suffered by third parties, including project personnel, as a result of the performance of this Agreement, to the extent that these damages are not due to the intentional acts or acts of negligence of the Executive Agency or its personnel.

4. The terms of this agreement shall not be construed to amend or limit any party's mandatory statutory liability.

#### **Article 12 Conflict of interest**

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.



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.

3. The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.2.3 of the Grant Agreement.

#### **Article 13 Working languages**

1. The working language of the partnership shall be English.

2. The beneficiaries 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**

1. In case of conflict between the beneficiaries resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the beneficiaries involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

2. Disputes should be addressed in writing to a management body consisting of representatives of all the beneficiaries that will try to mediate in order to resolve the conflict.

3. If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, the courts of Dresden shall have exclusive jurisdiction.

4. Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

#### **Article 15 Applicable law and jurisdiction**

1. This Agreement is governed by the German law, being the law of the coordinator's country.

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.

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 the parties.

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.

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**

1. The Coordinator may terminate in writing the participation of one or more beneficiary to the Agreement if such beneficiary/ies has inadequately discharged or failed to discharge any obligations under the Agreement or the Grant Agreement. The Coordinator shall notify the beneficiary/ies concerned about the planned termination. The beneficiary/ies concerned has one month to supply all relevant information to appeal the decision.
2. If (a) the Grant Agreement is terminated by the Executive Agency; or (b) a beneficiary's participation in the Grant Agreement is terminated at the request of the beneficiary concerned or by the Executive Agency, this Agreement shall automatically terminate in respect of the affected beneficiary/ies in accordance with the Grant Agreement, subject to the provisions surviving the termination of this Agreement.
3. The termination of a beneficiary's participation shall not affect any obligations of that beneficiary leaving the Project incurred prior to the date of termination, unless otherwise agreed between the other beneficiaries and the leaving party. This includes the obligation to provide all input, deliverables and documents for the period of its participation. Rights granted by the beneficiary leaving the Project will continue and will be extended to any new party to this Agreement. Rights granted by the other beneficiaries to the leaving party shall cease to exist immediately upon termination. If the regulatory content of individual provisions of this Agreement extends beyond the term, these provisions shall remain effective even after the end of the Agreement or termination.

## **Article 17 Force Majeure**

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.
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. If the consequences of *force majeure* for the project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - or any other action shall be decided by the other parties.

## **Article 18 Amendments**

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 the parties. No oral agreement may bind the parties to this effect. By the way of derogation, any and all changes to the Annexes I, III, IV, V, VI, VII and VIII of this Agreement do not require the signature of any amendment to this Agreement by the beneficiaries. A party requesting a change to that Annexes shall promptly inform the coordinator (or in case the coordinator request a change inform the other beneficiaries) about the change request (including full details). The coordinator will inform the other parties of such change request and will edit an updated version of the modified Attachment and distribute this to the other beneficiaries.
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 19 Annexes**

- Annex I – Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment
- Annex II – Detailed description
- Annex III – Total Budget per Partner
- Annex IV – Programme Guide, version 3 (25/08/2020, CBHE section)
- Annex V – Visual Identity Manual (2017)
- Annex VI – Administrative Information Coordinator
- Annex VII – Individual Bank account of each beneficiary
- Annex VIII – Request for payment transfer
- Annex IX – Accession document

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

Rest of the Page Intentionally left blank. Signatures are to be found on the following pages.

**For the beneficiary**  
**Goris State University (GSU)**  
The legal representative  
Prof. Artush Ghukasyan.

Signature and stamp

Signature and stamp  
Done in GORIS

Date 06.05.2021