

Erasmus+ Programme

Capacity-Building project in the field of Higher Education

(E+CBHE)

Partnership Agreement

Grant agreement number: 2019-2022/001-001

Project Name: HE and VET alliance establishment according to Bologna Principals implementation via VET teachers' capacity building

(ALLVET)

Project reference number: 609952-EPP-1-2019-1-RS-EPPKA2-CBHE-JP

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

University of Kragujevac
Jovana Cvijića bb, 34000 Kragujevac, Republic of Serbia

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by Nenad Filipović, Rector, the legal representative as defined in the Grant Agreement number 2019 - 2022 / 001 - 001

and the beneficiary:

International Information Technology University, JSC
34/1 Manas Str, Almaty, Republic of Kazakhstan, 050040

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 HE and VET alliance establishment according to Bologna Principals implementation via VET teachers' capacity building (ALLVET), (hereinafter referred to as the "project").

1.2 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 2019-2022/001-001, 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 22 of the present Agreement for the list of annexes).

1.4 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

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 solely 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 national legislation;
- c) are solely 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.

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 6 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.
- g) establish payment requests on behalf of the beneficiary, as per the dispositions of Article I.4 of the Grant Agreement;
- h) provide one copy of this Agreement duly signed to the 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 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 Executive Agency following report assessment and field monitoring visits;
- k) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project

3.3 Specific obligations and role of the beneficiary.

3.3.1 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, all documents provided for in this 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 in a timely manner 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 in a timely manner of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
- g) fulfil the assumed obligations within the set deadlines and in accordance with the project plan;

3.3.2 Any change related to the reallocation of dedicated project activities will be dealt as foreseen by Article 5, paragraph 5.5 of the Agreement.

3.3.3 Failure to fulfil the undertaken obligations will result in the reimbursement of the Erasmus+ contribution grant to the coordinator.



Article 4

Steering Committee

4.1 For the purposes of implementation of the Grant Agreement, this Agreement and other Agreements, concluded with other beneficiaries; coordinator, beneficiary and other beneficiaries may form the Steering Committee (SC).

4.2 SC Composition: The Project manager of each beneficiary shall nominate a member of the Steering Committee. The member of the Steering Committee shall have the mandate to negotiate on behalf of his/her institution for each Steering Committee meeting. If the member of the Steering Committee is unable to attend a Steering Committee meeting, the beneficiary shall temporarily appoint a deputy.

4.3 SC Meetings: Steering Committee meetings will be held according to dynamics of the implementation of the project activities.

The coordinator shall appoint the Chairman for all the Steering Committee meetings. The Chairman and coordinator will jointly prepare in advance the agenda of each Steering Committee meeting, which shall be released and circulated by the Chairman and reviewed by the other beneficiaries' project managers. Steering Committee Members and/or Steering Committee deputy members shall attend each Steering Committee meeting.

4.4 The Chairman shall take minutes of the meeting and send the minutes for comments to the Steering Committee members within 15 working days; if no objections are raised within 10 working days, the minutes shall be considered as approved.

4.5 SC Decision Making: at each Steering Committee meeting, no less than half of the members shall constitute quorum (50% + one member). Decision making shall be by simple majority among the present members (one vote per member). In case that the coordinator has profound objections concerning the compliance of a taken decision with the Grant Agreement of the legal basis of the Erasmus+ CBHE action, the decision shall be frozen until the coordinator clarifies the matter with the Executive Agency. In case that no compliance should be asserted, the decision will be cancelled.

Article 5

Financing the action

5.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to EUR 929.143,00 and shall take the form as stipulated in Annex III of the Grant Agreement.

5.2 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.

5.3 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.

5.4 Full details of the estimated budget breakdown per funding source, beneficiary and budget category is given in Annex I of this Agreement.

5.5 If, for whatever reasons, some of the allocated activities will not be undertaken or completed by the beneficiary, the resources associated with those activities may be transferred to another beneficiary who will complete the related activities. The decision on this matter will be made by the Steering Committee.



The abovementioned activities shall be stipulated by written annex of this Agreement.

Article 6 Payment arrangements

6.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to the beneficiary using the bank account details of the beneficiary given in the following table:

Table 1 – Bank account of the beneficiary

| | |
|---|---|
| Name and address of account holder: | International Information Technology University 34/1 Manas Str, Almaty, Republic of Kazakhstan, 050040 |
| Name of Bank: | Halyk Bank of Kazakhstan JSC |
| Address of branch: | 135/8 Gagarin Ave, Almaty, KZ |
| Full account number (including bank codes): | KZ836010131000124746 |
| IBAN: | KZ836010131000124746 |
| Bank or Swift Code: | HSBKKZKX |

6.1.1 If the bank account of the beneficiary changes, the new bank account details need to be communicated in a timely manner to the coordinator by filling in the form which includes the details given above, signed by the legal representative of the beneficiary.

6.1.2 For the purpose of transferring the part of the Erasmus+ grant contribution, the beneficiary will send Request for payment (using the Annex III of this Agreement) to the coordinator, duly signed by the legal representative of the beneficiary, for each instalment calculated and approved by the coordinator on the basis of previously verified expenses and/or submitted outputs.

6.2 The transfer of the Erasmus+ grant contribution to beneficiary will be implemented in accordance with the following timetable and procedure, respecting dynamics of the implementation of the project activities, provided that the beneficiary fully implemented and documented project activities:

6.2.1 **First pre-financing:** The coordinator will transfer 50% of the beneficiary's total Erasmus+ grant budget, deducted for the funds intended for equipment purchase (if applicable), after the signing of this Agreement, provided that the coordinator has received the first pre-financing payment from the Executive Agency.

6.2.2 The coordinator will **transfer funds for the purchase of the equipment** (equipment is intended exclusively for the Partner Country Higher Education Institutions, included in the partnership, as defined in the Programme Guide and Guidelines for the Use of the Grant) under the condition that the coordinator has received the following documentation as proof that the appropriate procedure has been launched: three quotations from different suppliers and the protocol of the Tender Committee for the procurement of goods, works and services of JSC International Information Technology University duly signed by the beneficiary. The corresponding invoice(s) and other supporting documents will be received by the coordinator upon completion of purchase procedure. Grant for the purchase of equipment has to be used exclusively for the purchase of equipment for the beneficiary for the purpose of the implementation of the project (equipment directly relevant to the objectives of the project). The equipment shall be the ownership of the beneficiary and must be recorded in the inventory of the institution where it is installed. All equipment purchased with the Erasmus+ CBHE funds must bear an Erasmus+ logo in a form of a sticker as defined by the Executive

Agency. The beneficiary may not split the purchase of the equipment into smaller contracts below the threshold, in order to avoid launching a formal tendering procedure.

6.2.3 First instalment of second pre-financing: The coordinator will transfer 20% of the beneficiary's total Erasmus+ grant budget, provided that the coordinator has received the second pre-financing payment from the Executive Agency and the coordinator has received and approved necessary documentation and materials on the performed activities. In addition, the beneficiary will have to demonstrate expenditures covering at least 70% of the total amount already transferred.

6.2.4 Second instalment of second pre-financing: The coordinator will transfer 20% of the beneficiary's total Erasmus+ grant budget, after the coordinator has received and approved necessary documentation and materials on the performed activities. In addition, the beneficiary will have to demonstrate expenditures covering at least 90% of the total amount already transferred.

6.2.5 Payment of the balance: The final amount of the grant to be transferred to the beneficiary by the coordinator will be defined only once the total Erasmus+ grant has been confirmed by the Executive Agency after the end of the project and approval of the final report. All outstanding payments to cover actual eligible expenditures that have not been received in previous instalments will be transferred to the beneficiary within 30 days after the receipt of final payment from the Executive Agency, on condition that the beneficiary has provided the requested necessary documentation and materials on the performed activities to the coordinator within the foreseen deadline.

Necessary documentation and materials on the performed activities are: proofs of expenditure/activity covering the amount already transferred, including requested supporting documentation for the justification of costs; proofs that the activities have been actually and properly implemented and/or that the expected output(s) have been produced; reports requested by the Executive Agency, as well as internal reports on implementation of the project.

6.3 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 this Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the beneficiary shall be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.

6.4 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 responsible for the expenditure declared ineligible shall reimburse the corresponding amount to the coordinator.

6.5 The costs of financial transfers charged by the bank shall be borne by the beneficiary receiving the part of the grant from the coordinator.

Article 7 **Reporting**

7.1 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, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

7.2 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.



7.3 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 8

Budgetary and financial management

8.1 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.

8.2 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.

8.3 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.

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

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

Article 9

General administrative provisions

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

For the coordinator:

Prof. Dr. Danijela Milošević

University of Kragujevac, Faculty of Technical Sciences Čačak, Svetog Save 65, 32000 Čačak, Serbia

danijela.milosevic@ftn.kg.ac.rs

For the beneficiary:

Assoc. Prof Gulnara Zakirova

International IT University, 34/1 Manas Str, Almaty, Kazakhstan, 050040

g.zakirova@iitu.kz

gulzak@mail.ru

9.2 Any changes to the above information should be communicated within 15 days.

Article 10

Promotion and visibility



10.1 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.

10.2 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 11 **Confidentiality and data protection**

11.1 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.

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

Article 12 **Ownership and property rights**

12.1 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 1.8 of the Grant Agreement.

12.2 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 13 **Liability**

13.1 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 14 **Conflict of interest**

14.1 The 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.

14.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the coordinator without delay, and the beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

14.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article 11.4 of the Grant Agreement.

Article 15 **Working languages**



15.1 The working language of the partnership shall be English.

15.2 Both parties commit in allocating to the project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 16 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 In case of failure of the previous way of conflict resolution, 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 17 Applicable law and jurisdiction

17.1 This Agreement is governed by the Serbian 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 the beneficiary 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, 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

This Agreement is drawn in four identical copies, two copies for the coordinator, one for the beneficiary and one for the Executive Agency.

Article 22
Annexes

Annex I – Budget/Expenditure/Co-financing breakdown to the 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 –Beneficiary's Request for Payment template

Annex IV - link to Erasmus+ Programme Guide

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

Nenad Filipovic

Signature and stamp
Done in Kragujevac

Date

For the Beneficiary

The legal
representative

Prof Raisa Usskenbayeva, Rector

Signature and stamp
Done in Almaty

Date 07.04.2020



Annex I

Budget/Expenditure/Co-financing breakdown to the partner and budget category

Table 1 – Distribution of the grant to the beneficiary (in EUR)

| Budget heading/category of costs | Distribution of the grant [EUR] |
|---|--|
| Staff Costs | 18.666,00 |
| Travel Costs | 16.900,00 |
| Costs of Stay | 12.720,00 |
| Equipment Costs | 27.650,00 |
| Subcontracting Costs | 7.550,00 |
| Total Costs (in EUR) | 83.486,00 |