

Education, Audiovisual and Culture Executive Agency

Erasmus+: Capacity Building projects in the field of Higher Education
(E+CBHE) Building

Partnership Agreement

Grant Agreement, Project Number 101083131 U2SID

University to society collaborations for inclusive digital transformation in the Western Balkans

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

UNIVERSITETI SHKODRES LUIGJ GURAKUQI (ULGSHK)
REKTORATI, SHESHI 2 PRILLI. SHKODER 4001, Albania.
VAT. No. K567040068

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by Prof. Dr. Suzana Golemi, Rector of University of Shkodra "Luigj Gurakuqi" (ULGSHK) the legal representative as defined in the Grant Agreement: 101083131 — U2SID — ERASMUS-EDU-2022-CBHE .

and the following beneficiaries:

Institution name: Mesdheu Education Shpk
Address: Njesia bashkiake nr 7. bulevardi Gjergj Fishta, godina nr 52. Tirane
VAT nr: L62228009J
PIC nr: 890250966
Legal representative; Nevila Xhindi

hereinafter referred to as the "beneficiaries", represented for the purposes of signature of this Agreement by their legal representatives, according to the Accession forms previously signed and attached to the Grant Agreement (here in Annex III).

Where a provision applies without distinction to the "coordinator" and the "beneficiaries", for the purpose of this Agreement they will be collectively referred to as the "beneficiaries".

The parties hereby have agreed as follows:

Article 1 Subject of the Partnership Agreement

1.1 This Agreement defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order

to successfully implement the Erasmus+ CBHE action- **“University to society collaborations for inclusive digital transformation in the Western Balkans” – U2SID** (hereinafter referred to as the **“project”**).

- 1.2 The coordinator and the beneficiaries, undertake to do everything in their power to carry out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement 101083131 U2SID, concluded between the coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency") Electronically signed on 14.03.2023, 17:29 (UTC+01), related to the above-mentioned project, agreed also by each of the partner institutions (Annex III)
- 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.
- 1.4 The coordinator and the beneficiaries shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2 Duration

- 2.1 This Agreement shall enter into force on the date both parties sign, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement. (01.04.2023 - 31.03.2025)
- 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) are jointly responsible for the technical implementation of the action
- (f) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project. The financial responsibility of each beneficiary in case of recoveries is governed by Article 22 of the Grant Agreement

3.2 Specific obligations and role of the coordinator.

The coordinator must:

- (a) Monitor that the action is implemented properly
- (b) Act as the intermediary for all communications between the consortium and the granting authority, unless specified otherwise, and in particular:
 - Request and review any documents or information required and verify their quality and completeness before passing them on to the granting authority
 - Submit the deliverables and reports to the granting authority
- (c) be responsible for the overall coordination and management of the project in accordance with the Grant Agreement;
- (d) be the intermediary for all communication between the beneficiaries and the Executive Agency, and inform the beneficiaries of any relevant communication exchanged with the Executive Agency;
- (e) inform the beneficiaries of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (f) as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (g) monitor and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (h) provide the beneficiaries with the reports templates and any other relevant document concerning the project.

3.3 Specific obligations and role of each beneficiary

Each beneficiary undertakes to:

- (a) implement the action as described in Annex I of the Grant Agreement, and in compliance with the provisions of the Grant Agreement, the call conditions and all legal obligations under applicable EU, international and national law; (pg.21 art.11, og the GA)
- (b) Keep information stored in the Portal Participant Register up to date
- (c) Inform the granting authority (and the other beneficiaries) immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (pg16 of the GA)
- (d) Submit to the coordinator in good time
 - The contribution to the deliverables and technical reports
 - Any other documents or information required by the granting authority under the Agreement
- (e) Submit via the Portal data and information related to the participation of their affiliated entities
- (f) ensure adequate communication with the coordinator and with the other beneficiaries;
- (g) support the coordinator in fulfilling its tasks according to the Grant Agreement;
- (h) submit in due time all necessary documents in the events of audits, checks or evaluations by request of competent authorities (refer to the Grant Agreement);
- (i) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;
- (j) notify the coordinator 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.);

- (k) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.

Article 4 Financing the action

- 4.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to EUR 398,650.00 and shall take the form as stipulated in Annex II of the Grant Agreement.
- 4.2 The Erasmus+ grant contribution is awarded to the partnership under the form of:
- lump sum contribution (per work package and per participant)

Article 5 Payment arrangements

- 5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary in a dedicated project bank account. All payments will be performed using the individual beneficiary bank account as stipulated below:

[Name of Bank] BKT - DEGA MYSLYM SHYRI
[Address of branch] Rr. M.Shyri, Godina 10 katshe, Kati 1 9/2
[Name and address of account holder] MESDHEU EDUCATION SHPK
Njesia bashkiake nr 7, bulevardi Gjergj Fishta, godina nr 52, Tirane
[IBAN account code] AL7820511519001236CLPRCFEURT
SWIFT: NCBAALTX

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

Payment(s) in advance

According to the Grant Agreement, the budget of your Institution per work package is as following

Wp1	Wp2	Wp3	Total in Euro
13.570.00	27,214.00	6.616.00	47,400.00

The coordinator will transfer to the respective account of the 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:

1. First prefinancing of the estimated Erasmus+ grant contribution at the time of signature of this Agreement.

Partner No.	Partner Name	Country	First Pre-Financing 70%
3	Mesdheu Education Shpk	Albania	33,180.00 EUR

2. Second prefinancing of the estimated Erasmus+ grant contribution within 60 days of the reception of the necessary proofs of expenditure/activity covering the amount of advance payment(s) already made.

Partner No.	Partner Name	Country	Second Pre-Financing 20%
3	Mesdheu Education Shpk	Albania	9,480.00 EUR

3. The final payment is subject to the approval of the final periodic reporting and work packages declared. Their approval does not imply recognition of compliance, authenticity, completeness or correctness of their content. The final grant amount will be calculated as specified in Article 22 of the Grant Agreement and due actions will be taken. (pg35 of the GA)

Payment will be made to each beneficiary in accordance with the schedule and modalities set out in the Data Sheet (point 4.2 of the Grant Agreement)

The cost of payment transfers will be borne as follows:

- The beneficiary bears the cost of transfers charged by its bank
- The party causing a repetition of a transfer bears all costs of the repeated transfer

The aim of the prefinancings is to provide the beneficiaries with a float

The profinancings, the amount due, schedule and modalities are set out in the Data Sheet (Point 4.2 at the Grant Agreement). However if the statement on the use of the first prefinancing payment shows less than 70% was used, the amount set out in the Data Sheet will be reduced by the difference between the 70% threshold and the amount used.

5.3 Beneficiaries are obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the beneficiaries 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 procedure as by article 22 of the Grant Agreement will be applied.

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

- each party is responsible for covering the transfer costs of its bank
- costs of repeated transfers will be covered by the party that caused the repeated transfer .

**Article 6
Record-keeping**

- ✓ Each beneficiary (including the coordinator) must keep records and other supporting documents to prove the proper implementation of the action.
- ✓ Each beneficiary must provide during the action and afterwards any information requested in order to verify eligibility of the lump sum contributions declared, proper implementation of the action and compliance with the other obligations under the Agreement
- ✓ The information provided must be accurate, precise and complete and in the format requested, including electronic format
- ✓ The records and supporting documents must be available upon request or in the context of checks, reviews, audits or investigations
- ✓ If there are on-going checks, reviews, audits, investigations, litigations or other pursuits of claims under the Grant Agreement, the beneficiaries must keep these records and other supporting documentation for a period not less than 5 years from the end of the term of this agreement.
- ✓ The beneficiaries must keep the original documents
- ✓ All supporting documents should be kept according to the national laws and present to lead partner in case of any request from EU Executive Agency or any audit process.

**Article 7
Reporting**

7.1 Continuous reporting

- The beneficiaries must continuously report on the progress of the action (deliverables, milestones, outputs/outcomes, critical risks, indicators etc) in the Portal Continuous Reporting tool and in accordance with the timing and conditions it sets out.
- Standardized deliverables must be submitted using the templates published on the Portal

7.2 Periodic reporting (on 31.3.2024 and 31.3.2025)

- Beneficiaries must provide reports to request payments, in accordance with the schedule and modalities set out in the Grant Agreement (Data Sheet, Point 4.2)
- The pre-financing and periodic reports include a technical and financial part

7.3 The coordinator shall provide the beneficiaries with the appropriate reporting forms and the respective instructions for their completion. These reports must be drawn up in EURO and be delivered also to the coordinator till as per the table below:

Reporting timetable:

Reporting period	Date of reporting from the partners
01.April 2023-30 September 2023	15.10.2023
01 April 2023 – 31.03.2024	15.02.2024
01.04.2024 – 30 September 2024	15.10.2024
01.04.2024 – 31.03.2025	15.02.2025

7.4 In case the beneficiary does not provide all reports with appropriate and accurate information therein within 10 working days from the given date, coordinator will inform beneficiary's project manager about this in written form, with the beneficiary's legal representative in carbon copy. Failure to provide all requested documents and information within 10 working days from the date of coordinator's notice may result in suspending further instalments of the Erasmus+ grant contribution to the beneficiary. The coordinator reserves the right to consult the Executive Agency if the activities declared by beneficiary and/or delivered outputs are questionable.

7.5 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.

Article 8 Budgetary and financial management

8.1 All partners will provide continuous reporting on the portal and 4 periodic reporting. This will enable the coordinator to monitor the technical progress of the project in relation to work package plans, deliverable submission and project milestones as well as providing an overview of human resources committed by all partners. Monitoring progress on achieving work plan objectives, the progress report is also a useful monitor in terms of financial reporting, and will complement the financial recording templates

8.2 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary in a dedicated project bank account. The sound adjustments of costs take place if necessary are communicated to the project consortium and the project officer of the EACEA. The rules of financial management are explained to the operative managers and contact persons of the project partners (other project members if necessary).

8.3 The above mentioned technical and financial statement, will be sent to the coordinator as per the Reporting timetables, costs actually incurred in accordance with the estimated budget breakdown and followed by the audit trail.

8.4 By signing the financial statement (directly in the Portal Periodic Reporting tool), the coordinator confirms (on behalf of the consortium) that

- The information provided is complete, reliable and true
- The lump sum contributions declared are eligible (in particular the work packages have been completed, that the work has been properly implemented and/or the results were achieved) the proper implementation and/or achievement can be substantiated by adequate records and supporting documents that will be produced upon request or in the context of checks, reviews, audits and investigations

8.5 Each 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 each beneficiary, as per the details below:

For the coordinator:

Dr. Brikene Dionizi
Rektorati, Sheshi 2 Prilli, Shkoder, Albania
brikene.dionizi@unishk.edu.al

For the beneficiaries:

Nevila Xhindi
nevila.xhindi@umsh.edu.al
Rudina Qurku
rudina.qurku@umsh.edu.al

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

Article 10
Promotion and visibility

10.1 The coordinator and the beneficiaries shall ensure adequate promotion of the project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the project.

10.2 Any notice or publication by the project, including at a conference or a seminar, must specify that the project is being financed by the European Union and display the European flag (emblem) and funding statement. The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text. 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.

10.3 Any communication or dissemination activity related to the action must use factually accurate information.

Article 11
Confidentiality and data protection

11.1 The coordinator and the beneficiaries undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

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 16 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 coordinator and beneficiaries must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such

conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

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.

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 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 Albanian 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 is wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

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

Article 18 Termination of the Agreement

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

18.2 The coordinator shall notify the beneficiary in cause by registered letter. The beneficiary has one month to supply all relevant information to appeal the decision to the EU Executive Agency.

Article 19
Force Majeure

19.1 If either parties face a case of *force majeure* (as per defined in article 35 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

19.2 Neither of the parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to *force majeure*. The parties shall take all necessary measures to minimise possible damage to successful project implementation.

Article 20
Amendments

20.1 Any amendments to this Agreement must be made in writing by means of a Supplementary Agreement, and become effective when signed by the authorised legal representatives of both parties. No oral agreement may bind the parties to this effect.

20.2 The amendment may not have the purpose or the effect of making changes which might call into question the dispositions of the Grant Agreement.

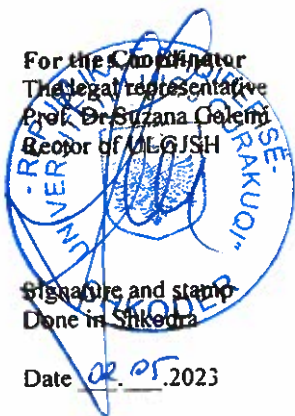
Article 21
Annexes

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

Annex II- Financial Form (integrated in the Grant Agreement) and Work Reporting Template

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
Prof. Dr. Suzana Golemi
Rector of MLGJSH




Signature and stamp
Done in Shkoder

Date 02.05.2023

MP:1501 Prot

For the Beneficiary
The legal representative
Nevila Xhindi



Signature and stamp
Done in

Date 27.04.2023

