

Partnership Agreement

617886-EPP-1-2020-1-FI-EPPKA2-CBHE-SP
Entrepreneurial skills for a modern education in Albania

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

University of Turku
Yliopistonmaki, FI – 20014 Turku, Finland

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by Esa Hämäläinen, Director at Brahea-Center at the University of Turku, the legal representative as defined in the Grant Agreement

and the following beneficiaries:

University of León	ULE	Spain
Technological University Dublin	TUD	Ireland
Quality Assurance Agency for the Pre-University Education	QAAPÉ	Albania
Sports University of Tirana	SUT	Albania
University Aleksander Moisiu Durres	UAMD	Albania
University Aleksander Xhuvani Elbasan	UNIEL	Albania
University Eqrem Cabej Gjirokaster	ECUG	Albania
University Fan S. Noli Korça	UNIKO	Albania
University of Shkodra Luigj Gurakuqi	UNISHK	Albania
University College Pavaresia Vlore	UCPV	Albania
University Ismail Qemali Vlore	UV	Albania

hereinafter referred to as the "beneficiaries", represented for the purposes of signature of this Agreement by their legal representatives, according to the Mandates previously signed and attached to the Grant Agreement (here in Annex 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 **Entrepreneurial skills for a modern education in Albania, EntrAL** (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 617886-EPP-1-2020-1-FI-EPPKA2-CBHE-SF concluded between the coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), related to the above-mentioned project.

1.3 The subject matter of this Agreement and the related work programme are detailed in the annexes of the Grant Agreement. The respective Grant Agreement terms and conditions, related annexes and guidelines, shall form an integral part of the present Agreement, and take precedence over it (see Article 20 of the present Agreement for the list of annexes).

1.4 The coordinator and the beneficiaries shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

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. The action runs as of 15.1.2021 and ends on 14.1.2024.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

Article 3
Obligations and responsibilities

3.1 General obligations and role of the beneficiaries (including the coordinator)

The beneficiaries:

- (a) are jointly responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement and approved application, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) are jointly responsible for complying with any legal obligations incumbent on them jointly or individually;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;

- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.

3.2 Specific obligations and role of the coordinator.

The coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the beneficiaries and the Executive Agency, and inform the beneficiaries of any relevant communication exchanged with the Executive Agency;
- (c) inform the beneficiaries of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (d) as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the beneficiaries, as per the dispositions of Article I.4 of the Grant Agreement;
- (h) provide one copy of this Agreement duly signed to each beneficiary and to the Executive Agency within 6 months of the signature of the Grant Agreement.
- (i) provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the Guidelines for the Use of the Grant, the various reports templates and any other relevant document concerning the project.
- (j) transmit to the beneficiaries copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.

3.3 Specific obligations and role of each beneficiary (excluding the coordinator).

Each beneficiary undertakes to:

- (a) ensure adequate communication with the coordinator and with the other beneficiaries;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement;
- (c) submit in due time to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;
- (e) notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);

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

Article 4 Financing the action

4.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to **EUR702.091,67** and shall take the form as stipulated in Annex II I of the Grant Agreement.

4.2 The Grant takes the form of:

- the "*reimbursement of 100% of the eligible costs of the action*", which are:
 - actually incurred (reimbursement of actual costs) for the following category of costs: Equipment and Subcontracting costs
- a "*unit contribution*" to cover the following categories of eligible costs: Staff costs, Travel costs and costs of Stay

4.3 The grant contribution to the project is intended to cover only part of the costs actually incurred by the 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.

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

Article 5 Payment arrangements

5.1 The coordinator will transfer part of the Erasmus+ grant contribution corresponding to each individual beneficiary using the accounts stipulated in Annex II of this Agreement. The first pre-financing will be sent to the partner, after the coordinator has received the Annex II filled-in and signed by the legal representative, if sent separately from this Partner Agreement. The pre-financing remains the property of the European Union until the payment of the balance.

5.2 Beneficiaries with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the Official Journal of the European Union, determined over the corresponding reporting period (available at <https://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>)

If no daily euro exchange rate is published on the Official Journal of the European Union for the currency in question, conversion must be made at the average of the monthly accounting rate established by the European Commission and published on its website https://ec.europa.eu/info/funding-tenders/how-eu-funding-works/information-contractors-and-beneficiaries/exchange-rate-inforeuro_en

Beneficiaries with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

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

Pre-financing

The coordinator will transfer, to the respective account of each beneficiary, an 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. 20% of the estimated Erasmus+ grant contribution (excluded equipment costs) at the time of signature of Annex II, if separately from this Partnership Agreement
2. every 6 months after the project starts, and after the coordinator has received the necessary proofs of expenditure/activity covering the amount of advance payment(s) already made, another 20% of the estimated Erasmus+ grant contribution (excluded equipment costs) within 30 days, and thus until 80% of the estimated Erasmus+ grant contribution is reached, and provided that the Coordinator has received the further pre-financing payment of 40% of the project grant

Reimbursement of Equipment costs incurred

Within 30 days of receipt of the necessary proofs of expenditure/activity (as specified in the Guidelines for the Use of the Grant), the coordinator will reimburse to the beneficiary's account as sent to the coordinator, the Equipment Costs actually incurred with the limits set over the estimated budget breakdown identified under Annex I of the Agreement.

Payment of the balance

The payment of the balance reimburses or covers the remaining part of the eligible costs and contributions for the implementation of the action.

If the total amount of earlier payment is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance takes the form of a recovery as provided for by Article II.26.

Payment is subject to the approval of the request for payment of the balance and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to the Commission or to an executive agency, up to the maximum contribution indicated for that beneficiary, in the estimated budget in Annex III of the grant agreement.

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 following procedure will apply:

- the beneficiary responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator.

5.4 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.

5.5 The costs of financial transfers (dispatch/receipt or the costs of repeated transfers, etc.) are ineligible and shall be borne by the party whose bank is applying this cost.

Article 6 Reporting

6.1 The coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the beneficiaries commit to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

Financial monitoring is conducted every 6 months within the consortium and is a requirement for further pre-financing. The internal reporting periods are as follow:

- 1.1.2021 – 30.6.2021
- 1.7.2021 – 31.12.2021
- 1.1.2022 – 30.6.2022
- 1.7.2022 – 31.12.2022
- 1.1.2023 – 30.6.2023
- 1.7.2023 – 14.1.2024

6.2 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.

6.3 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 Guidelines for the Use of the Grant.

Article 7 Budgetary and financial management

7.1 The Erasmus+ grant contribution to the project's staff costs, travel costs and costs of stay will be calculated on the basis of "unit contributions" whose individual amounts are specified in the Erasmus+ Programme Guide, in the Guidelines for the Use of the Grant and in the Guidelines for the Special Mobility Strand (when applicable).

7.2 For the implementation of the project and the beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the partnership will

- apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant

7.3 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 Guidelines for the Use of the Grant.

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

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

Article 8
General administrative provisions

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

For the coordinator:
Vesa Hautala
University of Turku
Brahea Center
20014 University of Turku
vesa.hautala@utu.fi

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

Article 9
Dissemination and exploitation of results

9.1 Beneficiaries have the duty to ensure that the work undertaken within the framework of this grant agreement and the results accruing from it receive substantial visibility.

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.

9.2 Any notice or publication by the project, including at a conference or a seminar, must specify that the project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

Article 10
Confidentiality and data protection

10.1 The coordinator and the 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.

10.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article II.6 of the Grant Agreement.

Article 11
Ownership and property rights, use of the results

11.1 In accordance with Article II.9.3, whereby the Agency and/or the Union acquires rights to use the results of the action, these results may be exploited using any of the following modes:

- a) distribution to the public in hard copies, in electronic or digital format, on the internet, including social networks as a downloadable or non-downloadable file;
- b) communication through press information services;
- c) inclusion in widely accessible databases or indexes, such as via open access or open data portals, or similar repositories, whether freely accessible or accessible only upon subscription

- d) edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content;
- e) cut, insert mega-data, legend or other graphic, visual, audio or word elements in the results of the action;
- f) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- g) prepare derivative works of the results of the action;
- h) translate, insert subtitles in, dub the results of the action in all official languages of the EU;
- i) license or sub-license to third parties, including if there are licensed pre-existing rights, any of the rights or modes of exploitation set out in Article II.9.3 of the General Conditions.

The beneficiaries must ensure that the Agency or/and the Union has the rights of use specified in the General Conditions for the whole duration of the industrial or intellectual property right(s) concerned. The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiaries, in compliance with Article I.7 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

Article 12 Ineligible costs

- 12.1 In addition to Article II.19.4 of the General Conditions, the following costs are ineligible:
- equipment such as furniture, motor vehicles of any kind, equipment for research and development purposes, telephones, mobile phones, alarm system and anti-theft system;
 - costs of premises (purchase, rent, heating, maintenance, repairs, etc.)
 - costs linked to the purchase of real estate;
 - expenses for activities and related travels that are not carried out in the project beneficiaries' country (see Annex IV of Grant Agreement), unless listed as eligible activity in the Erasmus+ Programme Guide or explicit prior authorisation has been granted by the Agency;
 - depreciation costs (see Article I.13).

Article 13 Publicity obligation

13.1 For the purpose of Article II.8 of the grant agreement, relating to the publicity and use of the relevant logo, the beneficiaries must follow the instructions available on the following website: https://eacea.ec.europa.eu/about-eacea/visual-identity_en

13.2 The beneficiaries must inform the public, press and media of the action (internet included), which must, in conformity with Article II.8 mentioned above, visibly indicate "with the support of the Erasmus+ Programme of the European Union" as well as the graphic logos.

13.3 Where the action, or part of the action, is a publication, the mention and graphic logos must appear on the cover or the first pages following the editor's mention.

If the action includes events for the public, signs and posters related to this action must be displayed. This must include the logos mentioned above. Authorisation to use the logos implies no right of exclusive use and is limited to this agreement.

Article 14
Liability

14.1 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 15
Conflict of interest

15.1 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.

15.2 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.

15.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

Article 16
Working languages

16.1 The working language of the partnership shall be English

16.2 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 17
Conflict resolution

17.1 In case of conflict between the project's 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.

17.2 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 18
Applicable law and jurisdiction

18.1 This provision applies where a beneficiary is legally established in a country other than a Member State of the European Union.

As an exception to Article II.18.2, any of the parties, may bring before the Belgian Courts any dispute between them, concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.

Where one part has brought proceedings before the Belgian Courts, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Belgian Court before which the proceedings have already been brought.

18.2 This Agreement is governed by the Finnish law, being the law of the coordinator's country.

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 province.

18.3 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.

18.4 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.

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

Article 19 EU restrictive measures

19.1 Grant beneficiaries must ensure that there is no detection of subcontractors, natural persons, including participants to workshops and/or trainings and recipients of financial support to third parties, in the lists of EU restrictive measures. The lists of persons, groups, entities, subject to the EU restrictive measures are maintained by the Service for Foreign Policy Instrument and published on the following website: <https://www.sanctionsmap.eu/#/main>

Article 20 Additional provision for combating forms of racism and xenophobia by means of criminal law

20.1 The beneficiaries of financial support to third parties shall not engage in activities as defined in Article 1.1. and Article 1.3. of the EU Framework Decision 2008/913/JHA of 28 November 2008 on "combating certain forms and expression of racism and xenophobia by means of criminal law".

This shall be without prejudice to the respect of fundamental rights as enshrined in Article 6 of Treaty on the European Union including the right of freedom of expression and information and the right of freedom of assembly and association as contained and the European Convention for the Protection of Human Rights and Fundamental Freedoms.

Article 21 Termination of the Agreement

21.1 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.

21.2 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 22
Force Majeure

22.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

22.2 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 23
Amendments

23.1 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.

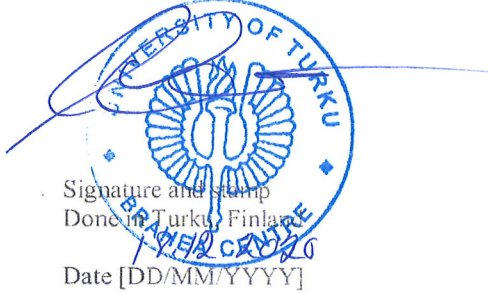
23.2 The amendment may not have the purpose or the effect of making changes which might call into question the dispositions of the Grant Agreement.

Article 24
Annexes

- Annex I – Budget/Expenditure/Co-financing breakdown per partner and budget category.
- Annex II - Individual Bank account of each beneficiary organisation.
- Annex III - Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.

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

For the Coordinator
The legal representative
Esa Hämäläinen

A blue ink signature is written over a circular stamp of the University of Turku. The stamp features a central emblem and the text 'UNIVERSITY OF TURKU' and 'BIOSCIENCE CENTER'.

Signature and stamp
Done in Turku, Finland
Date [DD/MM/YYYY]

For the Beneficiary
The legal representative

Prof. dr. Suzane Golemi
Rector

Signature and stamp
Done in Shkodër
Date [DD/MM/YYYY]

A blue ink signature is written over a circular stamp of the University of Shkodër. The stamp features a central emblem and the text 'REPUBLIKA E SHQIPERISE' and 'UNIVERSITETI "D.GJ. GURAKUQI" SHKODER'.

16/12/2020

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