



Education, Audiovisual and Culture Executive Agency

Erasmus+ Programme

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

Partnership Agreement

Project Number: 573806-EPP-1-2016-1-RS-EPPKA2-CBHE-JP

Project Name: Development of master curricula for natural disasters risk management in Western Balkan countries (NatRisk)
Grant Agreement Number: 2016-2777/001-001

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

UNIVERZITET U NISU
Univerzitetski trg 2
18000 Nis
Serbia

hereinafter referred to as the “coordinator”, represented for the purposes of signature of the Agreement by Prof. Dr Dragan Antic, Rector, the legal representative as defined in the Grant Agreement 2016-2777/001-001,

and the following beneficiaries:

1. KRIMINALISTICKO-POLICIJSKA AKADEMIJA – established in Serbia
2. MIDDLESEX UNIVERSITY HIGHER EDUCATION CORPORATION – established in United Kingdom
3. OBUDAI EGYETEM – established in Hungary
4. REPUBLIC OF SRPSKA - MINISTRY OF INTERIOR, POLICE COLLEGE, DEPARTMENT FOR POLICE EDUCATION – established in Bosnia and Herzegovina
5. THE RESEARCH COMMITTEE OF THE TECHNICAL UNIVERSITY OF CRETE – established in Greece
6. THE ROBERT GORDON UNIVERSITY – established in United Kingdom
7. UNIVERSITA DEGLI STUDI DI MESSINA – established in Italy
8. UNIVERSITAET FUER BODENKULTUR WIEN – established in Austria
9. UNIVERSITY OF MITROVICA – established in Kosovo*¹
10. UNIVERZITET ODBRANE U BEOGRADU – established in Serbia
11. UNIVERZITET U SARAJEVU – established in Bosnia and Herzegovina
12. VISOKA TEHNICKA SKOLA STRUKOVNIH STUDIJA IZ UROSEVCA SA PRIVREMENIM SEDISTEM U LEPOSAVICU – established in Kosovo*

¹ This designation is without prejudice to positions on status, and is in line with UNSCR 1244 and the ICJ Opinion on the Kosovo declaration of independence.

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 IV).

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 “Development of master curricula for natural disasters risk management in Western Balkan countries (NatRisk)” (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 2016-2777/001-001, concluded between the coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), related to the above-mentioned project.

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

1.4 The coordinator and the 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 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;

- (f) undertake to comply with the principles set out in the Erasmus Charter for Higher Education (ECHE) and to implement the student and staff mobility flows in accordance with the provisions set out in the Erasmus+ Programme Guide and the Guidelines for the Special Mobility Strand;
- (g) undertake to sign Institutional Agreements between the sending and the hosting institutions for the preparation, implementation, monitoring and recognition of the mobility flows.

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

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 in due time the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
- (g) comply with Erasmus+ and national rules, including rules on public procurement, state aid, publicity and equal opportunities;
- (h) be responsible for the sound financial management of the funds allocated to the beneficiary;
- (i) prepare and submit the partners reports in timely manner to the coordinator.

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 1.245.746,00 and shall take the form as stipulated in Annex III of the Grant Agreement.

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

- a "*reimbursement of actual costs*" for Equipment and Subcontracting costs
- a "*unit contribution*" to the costs incurred for Staff costs, Travel costs and costs of Stay
- a "*unit contribution*" to support the activities implemented under the Special Mobility Strand

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

4.4 In order to ensure full implementation of the project, the grant amount will have to be complemented by additional funding provided by the beneficiary in accordance with the Grant Agreement. Beneficiary shall provide an indication on the level and source of co-financing that contributed to the project results.

4.5 Coordinator has authority to propose to the Steering Committee members the reallocation of activities among beneficiaries in line with 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.10.6, II.17) and visibility obligations (Articles I.10.9 and I.10.10) with the purpose of sound financial management and to avoid any possible risks. The reallocation of project activities will be followed by the corresponding budget reallocations which will be approved by the Steering Committee.

Article 5 **Payment arrangements**

5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary using the accounts stipulated in Annex VII of this Agreement. For this purpose, the beneficiary will send Request for payment (using the Annex IX 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 (where applicable). All payments shall be made to the beneficiary's bank account, denominated in EURO. 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 in Annex VII of this Agreement, signed by legal representative of the beneficiary.

5.2 The transfer of the Erasmus+ grant contribution to individual beneficiary will be implemented as payments in advance for Staff costs, Travel costs and costs of Stay identified under Annex I of this Agreement, in accordance with the following timetable and procedure:

- (a) **First instalment of first pre-financing** – The coordinator will transfer 25% of the beneficiary’s total Erasmus+ grant budget, deducted for the funds intended for equipment purchase (if applicable), at the time of signature of the Agreement, provided that the coordinator has received the first pre-financing payment from the Executive Agency.
- (b) **Second instalment of first pre-financing** – The coordinator will transfer 25% of the beneficiary’s total Erasmus+ grant budget, deducted for the funds intended for equipment purchase (if applicable), after the coordinator has received and approved necessary proofs. In addition, the beneficiary will have to demonstrate expenditure covering at least 70% of the total amount already transferred in pervious instalment.
- (c) The transfer of the part of Erasmus+ grant contribution for Equipment costs to each individual Higher Education Institution from Partner Countries identified under Annex I of this Agreement will be implemented as payments in advance of purchase cost of equipment stipulated in awarded contract(s) duly signed by the beneficiary and selected supplier(s), upon joint tendering procedure completed in accordance with legislation of appropriate Partner Countries. Grant for the purchase of equipment has to be used exclusively for the purchase of the 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 Erasmus+ logo in a form of 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.
- (d) **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 Executive Agency and the coordinator has received and approved necessary proofs. In addition, the beneficiary will have to demonstrate expenditure covering at least 70% of the total amount already transferred in pervious instalments.
- (e) **Second instalment of second pre-financing** - The coordinator will transfer 10% of the beneficiary’s total Erasmus+ grant budget, after the coordinator has received and approved necessary proofs. In addition, the beneficiary will have to demonstrate expenditure covering at least 90% of the total amount already transferred in previous instalments.

5.3 Balance payment of the grant in eligibility period up to 90%: all outstanding transfers of the Erasmus+ grant contribution for Staff costs, Travel costs, costs of Stay and Special Mobility Strand corresponding to each individual beneficiary that have not been received in previous instalments will be reimbursed to the beneficiary’s account within 30 days after the coordinator receives necessary proofs of expenditures/activities by the beneficiary, on condition that the beneficiary provided prefinancing share of 10% of estimated budget of the beneficiary under Annex 1 of this Agreement.

Necessary proofs to demonstrate expenditures are: proofs of expenditure/activity covering the amount already transferred including requested supporting documentation for the justification of costs incurred; 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.

5.4 Final payment: the final amount of the grant to be transferred to the beneficiaries 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. The coordinator will transfer remaining grant to the beneficiaries within 30 days after the receipt of final payment from the Executive Agency.

5.5 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the project, the beneficiary (ies) responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator within 15 (fifteen) working days after receipt of notice from the coordinator. If the actual eligible expenditure is lower than previously received instalments and parts of the

funds have not been consumed until the end of the project, the beneficiary will reimburse the corresponding amount to the coordinator.

5.6 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.

5.7 The costs of financial transfers charged by the bank shall be borne by the beneficiary receiving the part of the grant from the coordinator. These expenses will be deducted from the next instalment to the beneficiary.

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 copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement in accordance with following procedure:

- (a) In order to provide adequate information on the progress of the project within the Consortium, the beneficiaries will prepare internal reports – Partner’s Technical reports consisting of description of the progress made, statistics and indicators, table of achieved/planned outcomes as specified in Annex V of the Grant Agreement.
- (b) For verification of appropriate spending of the funds, the beneficiaries will prepare internal reports – Partner’s Financial reports consisting of financial statements and cash flow tables, accompanied with original supporting documents or certified copies for costs incurred for Staff costs, Travel costs and costs of Stay, and certified copies of supporting documents for Equipment costs (where applicable). Verification of expenditures declared in partner financial reports are linked to the transfer of the part of Erasmus+ grant to partners from the coordinator.
- (c) The technical and financial reports will be the base for preparation of Progress report (at half of the project implementation period) and Final Report (at the end of the project) that will be delivered to EACEA by the coordinator.
- (d) Reporting on realized different events (info days, workshops, seminars, conference, meetings, trainings, etc.) by all beneficiaries.
- (e) The beneficiaries will submit their reports to the coordinator regarding the following table:

Coordinator Reports delivered to EACEA (two reports)	Progress Report – 14.04.2018
	Final report – 14.12.2019
Partner’s Financial Report delivered to coordinator (six reports)	1 st report – 14.04.2017
	2 nd report – 14.10.2017
	3 rd report – 14.03.2018
	4 th report - 14.10.2018
	5 th report - 14.04.2019
	6 th report - 14.10.2019
Partner’s Technical report on the implementation of the project delivered to coordinator (six reports)	1 st report – 14.04.2017
	2 nd report – 14.10.2017
	3 rd report – 14.03.2018
	4 th report - 14.10.2018
	5 th report - 14.04.2019
	6 th report - 14.10.2019

6.2 In case the beneficiary does not provide all reports with appropriate and accurate information therein, together with financial statements and copies of supporting documents 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 will result in suspending further instalments of the Erasmus+ grant contribution to the beneficiary. The coordinator reserves the right to consult the EACEA if the activities assigned to beneficiary and/or delivered outputs are questionable.

6.3 The coordinator shall provide the beneficiaries with the appropriate reporting forms for the declaration of expenses/activities, defined in Annex VIII and the respective instructions for their completion. Financial reports must be drawn up in EURO.

By the way of derogation from Article II.23.4 of the General Conditions of the Grant Agreement, any conversion into euro of costs incurred in the other currencies shall be made by the beneficiary by the monthly accounting rate established by the European Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/index_en.cfm) applicable in following way:

1. taking the monthly rate on the month of the first pre-financing for all costs incurred until the second pre-financing is received and
2. taking the monthly rate on the month of the second pre-financing for all costs incurred until the end of the project.

Monthly accounting rates mentioned above are referred to months the transfers from the Executive Agency are made to the coordinator's account.

6.4 The beneficiary is fully responsible for the correct delivery of the declaration of the expenses and for appropriate application of the account system.

6.5 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. 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.

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 use the procedure and amounts described hereafter (in Annex II and Annex III of this Agreement).

7.3 For the implementation of a Special Mobility Strand, the unit cost value defined in the Erasmus+ Programme Guide for contributing to the students' subsistence while abroad, must be paid in full to the mobile students.

7.4 The Erasmus+ grant contribution to the project's equipment and subcontracting costs will be based on the justification of the costs actually incurred. This justification will take the form of the support documentation specified in the relevant section of the Guidelines for the Use of the Grant.

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

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

Article 8 Implementation of the Special Mobility Strand

8.1 For the Special Mobility Strand, HEIs established in the eligible Partner Countries will have to have established inter-institutional agreements with all partner HEIs, endorsing the principles of the ECHE and providing specific provisions on the roles of the organizations, selection procedures, and admission. Inter-institutional agreement must be signed by each beneficiary's organization before the selection of the mobility scheme.

8.2 Prior to departure, each selected student must sign an agreement which also includes a "learning agreement" setting out the programme of studies and/or traineeship to be followed, as agreed by the student, the sending and the receiving organisation.

8.3 Prior to departure, staff taking part in a Capacity Building special mobility strand must have agreed on a mobility programme with the sending and receiving institutions/enterprise.

8.4 Pre-financing of grant must be foreseen for the students in order to facilitate installation process.

8.5 Receiving organization and sending organization have to ensure constant follow-up and regular monitoring on the individual mobility.

8.6 All mobility details must be encoded in EACEA Mobility tool (<https://eacea.ec.europa.eu/mobility/>).

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:

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For the beneficiaries:

1. KRIMINALISTICKO-POLICIJSKA AKADEMIJA

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2. MIDDLESEX UNIVERSITY HIGHER EDUCATION CORPORATION

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3. OBUDAI EGYETEM

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4. REPUBLIC OF SRPSKA - MINISTRY OF INTERIOR, POLICE COLLEGE, DEPARTMENT FOR POLICE EDUCATION

Prof. Dr Mile Šikman

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5. THE RESEARCH COMMITTEE OF THE TECHNICAL UNIVERSITY OF CRETE

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6. THE ROBERT GORDON UNIVERSITY

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12. VISOKA TEHNICKA SKOLA STRUKOVNIH STUDIJA IZ UROSEVCA SA PRIVREMENIM SEDISTEM U LEPOSAVICU

Prof. Dr Predrag Stanojević

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stanojevicpredrag@yahoo.com

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 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 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. 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 Article II.6 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 I.7 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. Intellectual property rights 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.

14.3 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 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
Changes in the Project Partnership

17.1 All changes in the partnership must be notified and requires prior approval by the Executive Agency. The following requirements are necessary for the different modifications of the project partnership:

- (a) The addition of a project partner requires explanatory letter from the coordinator justifying the addition of a beneficiary, endorsement from the new member (signed by the legal representative), acceptance letters from all other partners (signed by the contact persons) and a mandate signed between the coordinator and the new co-beneficiary. These will be forwarded by the coordinator with the request. The enlargement of the partnership will under no circumstances lead to an increase of the grant awarded.
- (b) The withdrawal of a beneficiary requires explanatory letter from the coordinator justifying the withdrawal of a beneficiary, explanatory letter from the withdrawing beneficiary explaining the reasons of their withdrawal from the project. The remaining partners will undertake a rapid and efficient solution to ensure the further proper project implementation without any delay. Where the minimum partnership requirements are no longer fulfilled Executive Agency reserve the right to decide on the continuous of the grant agreement.
- (c) For the CBHE projects including a Special Mobility Strand a change in the partnership composition may not affect or jeopardize the individual mobility currently being hosted by the concerned beneficiary institution.

Article 18
Applicable law and jurisdiction

18.1 This Agreement is governed by the Serbian law, being the law of the coordinator's country.

18.2 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.

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
Termination of the Agreement

19.1 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.

19.2 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 20
Force Majeure

20.1 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.

20.2 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 minimize possible damage to successful project implementation.

Article 21
Amendments

21.1 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.

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

Article 20
Annexes

- Annex I – Budget/Expenditure breakdown per partner and budget category
- Annex II - Remuneration modalities of staff involved in the project
- Annex III - Reimbursement modalities for Staff costs, Travel costs and costs of Stay
- Annex IV - Copy of the Grant Agreement signed between the coordinator and the Executive Agency and its annexes
- Annex V - link to Guidelines for the Use of the Grant
- Annex VI - link to FAQs
- Annex VII - Individual Bank account of each beneficiary organisation
- Annex VIII - Internal Reporting forms
- Annex IX – Partner Request for Payment 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 Dragan Antic

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

For the Beneficiary

The legal representative
[Name]

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

ANNEX I
Budget/Expenditure breakdown per partner and budget category

EU GRANT REQUESTED FROM THE EUROPEAN UNION (in EUR)	
1. Staff Costs	350,700.00
2. Travel Costs	80,510.00
3. Costs of Stay	181,275.00
4. Equipment Costs	264,800.00
5. Subcontracting Costs	48,000.00
A. Grant for Project Activities	925,285.00
B. Additional Grant for Special Mobility Strand	320,461.00
Total Grant requested from the European Union (A + B)	1,245,746.00

DISTRIBUTION OF THE GRANT BY ORGANISATION (in EUR)								
Partner No	Name of partner	1. Staff Costs	2. Travel Costs	3. Costs of Stay	4. Equipment Costs	5. Subcontracting Costs	B. Special Mobility Strand	Total Costs (in EUR)
P1	University of Nis	39,357	21,795	48,580	71,200	31,000	144,744	356,676
P2	University of Natural Resources and Life Sciences	41,833	3,840	7,200	-	-	11,880	64,753
P3	Middlesex University	34,986	4,105	6,960	-	-	11,520	57,571
P4	Academy of Criminalistics and Police Studies	26,276	5,515	16,095	34,700	3,000	27,440	113,026
P5	University of Pristina in Kosovska Mitrovica	25,643	6,135	17,870	33,800	3,000	17,820	104,268
P6	University of Sarajevo	26,019	8,125	19,310	33,800	3,000	36,972	127,226
P7	Republic of Srpska - Ministry of Interior, Police College, Department for Police Education	14,854	4,530	11,510	28,800	3,000	13,620	76,314
P8	Technical College of Applied Sciences Urosevac in Leposavic	14,359	4,295	10,490	24,700	2,000	4,965	60,809
P9	University of Messina	33,364	3,300	6,000	-	-	19,680	62,344
P10	Óbuda University	11,996	4,275	8,400	-	-	5,655	30,326

P11	University of Defence	27,379	7,080	17,340	37,800	3,000	11,430	104,029
P12	Robert Gordon University	34,278	4,320	6,000	-	-	7,580	52,178
P13	Technical University of Crete	20,356	3,195	5,520	-	-	7,155	36,226

ANNEX II
Remuneration modalities of staff involved in the project

Name of the beneficiary _____
 Address of beneficiary _____

Remuneration for Staff costs

- on unit costs amounts specified in the Erasmus+ Programme Guide

	Manager	Teacher/Trainer /Researcher	Technician	Administrative staff
Erasmus+ Programme Guide - AMOUNTS IN EURO PER DAY				
Austria	294	241	190	157
Greece	164	137	102	78
Hungary	88	74	55	39
Italy, United Kingdom	280	214	162	131
Bosnia and Herzegovina, Kosovo*, Serbia	108	80	57	45

- on other unit costs amounts than those specified in the Erasmus+ Programme Guide (even higher if deemed necessary)

	Manager	Teacher/Trainer /Researcher	Technician	Administrative staff
Beneficiary - AMOUNTS IN EURO PER DAY				
Name of the beneficiary

- on the reimbursement of actual costs incurred (with a maximum if necessary)

Date:

Location:

Stamp

Signature of the beneficiary legal representative

Position:

Name:.....

ANNEX III

Reimbursement modalities for travel costs and costs of stay

Although CBHE partnerships can use/apply the unit costs amounts defined in the Erasmus+ Programme Guide for the reimbursement of travel and costs of stay incurred by the beneficiary organisations, the beneficiary(ies) can define their own procedure(s) for covering these costs for the implementation of the project activities. These procedures can be common to all beneficiaries or vary in accordance with the specific needs or constraints of individual beneficiary. It can either be based

- on other unit costs amounts than those specified in the Erasmus+ Programme Guide (even higher if deemed necessary),
- on the reimbursement of actual costs incurred (with a maximum if necessary) or
- on a combination of both

This Annex of the Partnership Agreement defines different modalities for reimbursement of costs incurred in terms of travel and costs of stay (for all or some of them) during the implementation of project activities, defined by individual beneficiaries and duly signed by their legal representatives.

For each beneficiary, Annex III shall enter into force on the date of its signature and before that the beneficiary(ies) shall use/apply the unit costs amounts defined in the Erasmus+ Programme Guide for the reimbursement of the travel and costs of stay incurred.

Name of the beneficiary _____
 Address of beneficiary _____

A) Reimbursement for Travel costs

- on unit costs amounts specified in the Erasmus+ Programme Guide

Distance band	Erasmus+ Programme Guide - Unit cost per participant
0 KM and 99 KM	0
100 KM and 499 KM	180
500 KM and 1999 KM	275
2000 KM and 2999 KM	360
3000 KM and 3999 KM	530
4000 KM and 7999 KM	820
8000 KM or more	1100

- on the reimbursement of actual costs incurred (with a maximum if necessary)

B) Reimbursement for costs of Stay

- on unit costs amounts specified in the Erasmus+ Programme Guide

Up to the 14th day of activity	STAFF Unit cost per day per participant	STUDENT Unit cost per day per participant
Erasmus+ Programme Guide	120 EUR	55 EUR

- on other unit costs amounts than those specified in the Erasmus+ Programme Guide (even higher if deemed necessary)

Up to the 14th day of activity	STAFF Unit cost per day per participant	STUDENT Unit cost per day per participant
<i>Name of the beneficiary</i>

- on the reimbursement of actual costs incurred (with a maximum if necessary)

Date:

Location:

Stamp

Signature of the beneficiary legal representative

Position:

Name:.....

ANNEX IV
Copy of the Grant Agreement and its annexes

ANNEX V
link to Guidelines for the Use of the Grant

https://eacea.ec.europa.eu/sites/eacea-site/files/guidelines_for_the_use_of_the_grant_-_cbhe_version_15.12.2015.pdf

ANNEX VI
link to FAQs

https://eacea.ec.europa.eu/erasmus-plus/news/updated-faqs-erasmus-plus-key-action-2-capacity-building-in-field-higher-education-2015_en

ANNEX VII
Individual Bank account of each beneficiary organisation

Bank account details of the beneficiary

..... (name of the beneficiary)

Name and Address of the Account Holder:
Name of Bank:
Address of Branch:
IBAN - International Bank or Account Number:
Bank or Swift Code:

Date:

Location:

Stamp

Signature of the beneficiary legal representative

Position:

Name:.....

ANNEX VIII
Internal Reporting forms

1. Partner Technical report
2. Partner Financial report consists of
 - Staff costs table
 - Travel costs & costs of stay table
 - Equipment costs table
3. Supporting documents for unit costs are
 - Staff convention
 - Time sheet
 - Individual travel report

Coordinator is obligated to supply appropriate templates.

ANNEX IX
Partner Request for Payment template

Partner Request for payment

[Date of the request for payment]

For the attention of
University of Nis
Prof. Dr Dragan Antic
Univerzitetski trg 2
18000 Nis
Serbia

Reference number of the Grant Agreement: 573806-EPP-1-2016-1-RS-EPPKA2-CBHE-JP

Title of the grant Contract: **Development of master curricula for natural disasters risk management in Western Balkan**

Name and address of the Project Partner:

name of project partner

address of project partner

Request for payment number: **number/year**

Dear Sir/Madam,

I hereby request **number (e.g. 1st, 2nd, ...)** instalment of the Erasmus+ grant contribution under the Grant Agreement mentioned above, and based on the Partnership Agreement.

The amount requested is **amount €**

The payment should be made to the bank account of our institution defined in Annex VII of the Partnership Agreement.

Stamp

Signature of the beneficiary legal representative

Position:

Name:.....