

W-210 Post

ERASMUS+ PROGRAMME

KEY ACTION 2 - CAPACITY BUILDING IN HIGHER EDUCATION

PROJECT TITLE:

REFORMING DOCTORAL STUDIES IN MONTENEGRO AND ALBANIA –
GOOD PRACTICE PARADIGM

PROJECT ACRONYM:

MARDS

GRANT AGREEMENT NUMBER:

598465-EPP-1-2018-1-ME-EPPKA2-CBHE-SP (2018 – 2479/ 001-001)

PARTNERSHIP AGREEMENT

BETWEEN THE COORDINATOR AND OTHER BENEFICIARIES

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

JAVNA USTANOVA UNIVERZITET CRNE GORE / University of Montenegro
CETINJSKA 2, 81000 PODGORICA, CRNA GORA/MONTENEGRO

hereinafter referred to as the “Coordinator”, represented for the purposes of signature of the Agreement by **Prof. dr. DANILO NIKOLIĆ, RECTOR**, the legal representative as defined in the Grant Agreement **598465-EPP-1-2018-1-ME-EPPKA2-CBHE-SP**,

and the following Beneficiaries:

1. **UNIVERSITAT WIEN, WIEN** – established in AUSTRIA
2. **UNIVERZITA MATEJA BELA V BANSKEJ BYSTRICI** – established in SLOVAKIA
3. **UNIVERZA V MARIBORU, MARIBOR** – established in SLOVENIA
4. **SVEUCILISTE U ZAGREBU EDUKACIJSKO-REHABILITACIJSKI FAKULTET, ZAGREB** – established in CROATIA
5. **PRIDE NETWORK ASSOCIATION ZUR FORDERUNG UND VERNETZUNG VON HOCHSCHULPROFESSIONELLEN IM DOKTORATSBEREICH** – established in AUSTRIA
6. **UNIVERZITET DONJA GORICA, PODGORICA** – established in MONTENEGRO
7. **MINISTRSTVO PROSVJETE CRNE GORE** – established in MONTENEGRO
8. **MINISTARSTVO NAUKE CRNE GORE** – established in MONTENEGRO
9. **PRIVREDNA KOMORA CRNE GORE** – established in MONTENEGRO
10. **UNIVERSETI SHKODRES “LUIGJ GURAKUQI”, SHKODERS** - established in ALBANIA
11. **UNIVERSITETI POLITEKNIK I TIRANES, TIRANA** - established in ALBANIA
12. **UNIVERSITETIT TE VLORES, VLORE** – established in ALBANIA
13. **UNIVERSITETI METROPOLITAN TIRANA, TIRANA** - established in ALBANIA
14. **MINISTRIA E ARSIMIT DHE SPORTIT, ALBANIA** – established in ALBANIA
15. **BASHKIMIT TE DHOMAVE TE TREGTISE DHE INDUSTRISE** – established in ALBANIA

Beholden



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 II).

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".

Within this Agreement Beneficiaries can also be, jointly or individually, referred to as "Parties" or "Party".

The Parties hereby have agreed as follows:

Abelutanny

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 **REFORMING DOCTORAL STUDIES IN MONTENEGRO AND ALBANIA – GOOD PRACTICE PARADIGM – MARDS** (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 **598465-EPP-1-2018-1-ME-EPPKA2-CBHE-SP (2018 – 2479/ 001-001)**, concluded between the Coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency" or “EACEA”), 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 (**November 15, 2018**).

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

Governance, obligations and responsibilities

3.1. Steering Committee

The Steering Committee consists of one Representative of the Beneficiaries and the Coordinator. Each Representative has one vote. Proxy votes are permitted. The decisions of the Steering Committee are legally binding to all Beneficiaries.

The Steering Committee is responsible for matters related to:

- the final approval of the Work Plan and its later modifications, if necessary
- the adjustment and possible re-allocations of the budget
- the approval of advanced payment in special cases
- the approval of the deliverables
- the acceptance of new Parties and the exclusion of old Parties
- the modification of this Consortium Agreement
- the interpretation of the Project Proposal and the Grant Agreement



all decisions regarding any project matter that are not explicitly left to the discretion of the Coordinator, one of the Partners, or the Commission

3.2 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.

3.3 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.





3.4 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 **868.120, 00 EUR** 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

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. If Beneficiaries do not agree with Coordinator about co-financing till the end of the project then each Beneficiary must co-finance at least 10% of its "Total costs (in EUR)", given in Table, Annex I, point B., Estimated Budget of the Action – Maximum Grant contribution breakdown per Party and budget category". In agreement with the Steering Committee, co-financing obligations of individual parties may be accepted by other parties in mutual agreement.

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 publicity 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 IV of this Agreement.

5.2 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, in advance of the actual expenditures, 90% of the maximum amount specified in the estimated Erasmus+ grant contribution identified under Annex 1 of this Agreement, in the following way:

1. **First instalment of 50%** of the Beneficiary's maximum Erasmus+ grant contribution at the time of signature of the Agreement, provided that the Coordinator has received the first pre-financing payment from the Executive Agency.
2. **Second instalment of 25%** of the Beneficiary's maximum Erasmus+ grant contribution within 30 days after the Coordinator has received and approved the necessary proofs (all supporting documents) of expenditures/activities already paid under previous instalment, provided that the Coordinator has received the second pre-financing payment from the Executive Agency. In addition, the Beneficiary will have to meet following conditions: i) to demonstrate expenditure covering at least 80% of the total amount already transferred in previous instalment and ii) purchased all the equipment following the Erasmus+ CBHE rules about equipment purchasing (if applicable under its budget).
3. Amount spent for the purchase of equipment has to be used exclusively for the 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 and 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 defined by Erasmus+ CBHE rules (Annex III), in order to avoid the launching a formal tendering procedure. If applicable, the Beneficiary should purchase the equipment during the first year of the project implementation (till end of November 2019).
4. **Third instalment of 15%** of the Beneficiary's maximum Erasmus+ grant budget, after the Coordinator has received and approved necessary proofs (all supporting documents), for the spent funds from the first and second instalments, under above points 1.) and 2.). In addition, the Beneficiary will have to demonstrate expenditure covering at least 90% of the total amount already transferred in previous instalments.

Final payment

5.3 The final amount of the grant to be transferred to the Beneficiaries by the Coordinator will be defined 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.

5.4 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 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(ies) responsible for the expenditure declared ineligible will reimburse the corresponding amount to the Coordinator.

5.6 The costs of financial transfers charged by the bank of the Coordinator and the Beneficiaries shall be borne by the financial transfer recipient.

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 Annexes V and VI 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, 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 and Subcontracting 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 – 14.05.2020
	Final report – 14.01.2022
Partner's Financial Report delivered to Coordinator (six reports)	1st report – 14.05.2019
	2nd report – 14.11.2019
	3rd report – 14.05.2020
	4th report - 14.11.2020
	5th report - 14.05.2021
	6th report - 14.11.2021

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

Abgeschlossen 7

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/infoeuro/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 (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 manager of each Beneficiary, as per the details below:

For the Coordinator:
Prof. dr Radovan Stojanovic
University of Montenegro
Cetinjska 2, Podgorica, Montenegro
stox@ac.me , mards@ucg.ac.me

For the Beneficiaries:
University of Shkodra "Luigj Gurakuqi
Arjeta Troshani
Sheshi "2 Prilli", Fakulteti Ekonomik, U.SH.
atroshani@unishk.edu.al

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

Article 9
Promotion and visibility

9.1 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.

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

11.1 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.

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
Liability**

12.1 Each Party 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.

12.2 No Party shall be responsible to any other Party for punitive damages, indirect or consequential loss or similar damage such as, but not limited to, loss because of ineligible costs, loss of profit, loss of revenue or loss of contracts.

12.3 Each Party shall indemnify the other Parties with respect to acts or omissions of itself and of its employees, agents and subcontractors. The total limit of liability shall not exceed that Party's Project Share.

12.4 In the event that EACEA seeks reimbursement in accordance with the Grant Agreement from Parties other than the defaulting Party, the compensating Parties shall be entitled to seek full indemnification by the defaulting Party, which shall not be limited to the amount specified in the paragraph above.

**Article 13
Conflict of interest**

13.1 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.

13.2 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.

13.3 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 14
Working languages**

14.1 The working language of the partnership shall be English.

14.2 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 15
Conflict resolution**

15.1 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.

15.2 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 16

Changes in the Project Partnership

16.1 Accession, Termination

The Steering Committee decides on the accession of a new member to the consortium by unanimous vote under the condition that the Executive Agency shall give its consent as described in 16.3. Accession to this Partnership Agreement entails that the entering Party agrees to adhere to the Grant Agreement.

The Parties acknowledge that the withdrawal of one of the Parties from the Project and the Consortium Agreement would impact severely on the Project and its potential outcome. Therefore, withdrawal shall only be possible for good cause and in accordance with the procedure described below. No Party shall be entitled to withdraw from this Partnership Agreement and the participation in the Project, unless

- that Party has obtained prior written consent of the other Parties, which may not be unreasonably withheld as well as the Commission,
- that Party's participation is terminated by the Commission pursuant to the provisions of the Grant Agreement,
- the Grant Agreement is terminated by the Commission for any reason, or
- the Steering Board decides to exclude a Party by unanimous vote.

In order to end the participation in this Agreement, a Party shall have to give written notice to the Coordinator, signed by the legal representative of the Party. The withdrawing Party shall further provide any necessary signatures for the formal procedures caused by its termination of the Agreement.

The termination of this Agreement shall not relieve the terminating Party from its obligations incurred until that date, especially the part of the work on the Project which has been carried out and any obligations or liabilities arising from such withdrawal or termination.

In case the termination is unlawful, the terminating Party shall be liable for all costs and damage incurred by the remaining Parties and the Beneficiary due to its untimely termination of the Agreement.

16.2 Procedure for the Exclusion of a Party

A Party can be excluded from the Consortium if that Party

- stops to further participate in the Project without giving notice,
- repeatedly fails to comply with the rules,
- repeatedly does not fulfill its duties regarding the Work Plan, or
- commits any other grave breach of the contract.

The Coordinator shall inform the Steering Board of the defaulting Party. The Steering Board (minus the Representative of the defaulting Party) shall issue a written warning to the defaulting Party expressly stating that the Party's participation in the Project shall be terminated should it continue its current behavior. The defaulting Party shall have the right to justify its actions in writing within thirty (30) days. If the Party continues to act against the interest of the consortium or does not justify its conduct, the Party's participation in the Project can be terminated by unanimous decision of the remaining members of the Steering Board.

In such case, the excluded Party shall remain liable for all its previous actions and omissions as well as all costs and damage incurred by the remaining Parties and the Beneficiary due to its unlawful conduct.





In all cases regarding a change in the number of Parties to this Agreement, the Steering Committee shall reallocate the remaining tasks under the Work Plan.

16.3 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.

Article 17

Applicable law and jurisdiction

17.1 This Agreement is governed by the Montenegrin law, being the law of the Coordinator's country.

17.2 In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the Coordinator's country.

17.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both Parties.

17.4 If any provision in this Agreement should be wholly or partly ineffective, the Parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

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

Article 18

Termination of the Agreement

18.1 In the event that 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.

Article 19 *Force Majeure*

19.1 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.

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: Budget/Expenditure/Co-financing breakdown per partner and budget category.

Annex II: Copy of the Grant Agreement signed between the Coordinator and the Executive Agency, its annexes, and any existing amendment.

Annex III: link to Guidelines for the Use of the Grant.

Annex IV: Individual Bank account of each Beneficiary organisation.

Annex V: link to Frequently Asked Questions (FAQ).

Annex VI: 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. Danilo Nikolić
RECTOR

Signature and stamp
Done in Podgorica

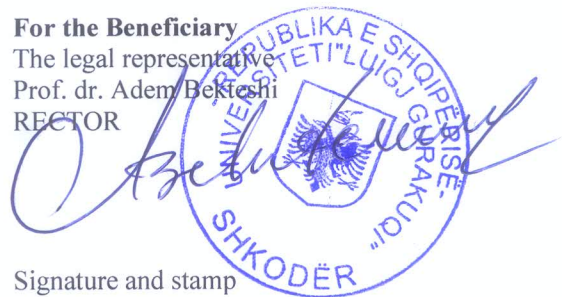
Date

For the Beneficiary

The legal representative
Prof. dr. Adem Bekteshi
RECTOR

Signature and stamp
Done in Shkoder

Date 21/01/2019





Erasmus+

Annex I – Budget/Expenditure/Co-financing breakdown per partner and budget category

A. Estimated Budget of the Action – Maximum Grant contribution to the project costs

EU GRANT GRANTED FROM THE EUROPEAN UNION (in EUR)	
1. Staff Costs	319,860.00
2. Travel Costs + Exceptional Travel Costs	82,925.00
3. Costs of Stay	216,685.00
4. Equipment Costs	209,650.00
5. Subcontracting Costs	39,000.00
Total Grant requested from the European Union	868,120.00

B. Estimated Budget of the Action – Maximum Grant contribution breakdown per partner and budget category

DISTRIBUTION OF THE GRANT BY ORGANISATION (in EUR)									
Partner No	Name of Partner	Country	PR/PA	1. Staff Costs	2. Travel Costs	3. Costs of Stay	4. Equipment Costs	5. Subcontracting Costs	Total Costs (in EUR)
P1	UNIVERSITY OF MONTENEGRO	Montenegro	PA	61,460.00	17,770.00	34,560.00	57,950.00	29,000.00	200,740.00
P2	UNIVERSITY OF VIENNA	Austria	PR	52,680.00	3,660.00	8,040.00	-	-	64,380.00
P3	UNIVERSITY OF MARIBOR	Slovenia	PR	24,515.00	4,845.00	10,080.00	-	-	39,440.00
P4	FAC. OF EDU. AND REH, SCIENCES (UniZAGREB),	Croatia	PR	20,015.00	3,810.00	9,960.00	-	-	33,785.00
P5	UNIVERSITY OF BANSKA BISTRICA	Slovakia	PR	20,385.00	4,760.00	9,720.00	-	-	34,865.00
P6	UNIVERSITY OF DONJA GORICA	Montenegro	PA	13,515.00	5,480.00	18,960.00	23,450.00	-	61,405.00



P7	UNIVERSITY OF SHKODRA "LUIGJ GURAKUQI"	Albania	PA	29,585.00	9,050.00	33,430.00	38,650.00	5,000.00	115,715.00
P8	POLYTECHNIC UNIVERSITY OF TIRANA	Albania	PA	16,830.00	8,040.00	24,285.00	40,200.00	-	89,355.00
P9	UNIVERSITY OF VLORA "ISMAIL QEMALI"	Albania	PA.	15,460.00	8,100.00	24,285.00	24,450.00	-	72,295.00
P10	METROPOLITAN UNIVERSITY OF TIRANA	Albania	PA	23,500.00	6,760.00	19,845.00	24,950.00	5,000.00	80,055.00
P11	MINISTRY OF EDUCATION OF MONTENEGRO	Montenegro	PA.	6,765.00	1,575.00	4,200.00	-	-	12,540.00
P12	MINISTRY OF SCIENCE OF MONTENEGRO	Montenegro	PA	6,765.00	1,575.00	4,200.00	-	-	12,540.00
P13	MINISTRY OF EDUCATION, SPORTS AND YOUTH OF ALBANIA	Albania	PA.	6,765.00	2,275.00	4,200.00	-	-	13,240.00
P14	CHAMBER OF ECONOMY OF MONTENEGRO	Montenegro	PA.	6,225.00	1,120.00	3,120.00	-	-	10,465.00
P15	ASSOCIATION FOR PROFESSIONALS IN DOCTORAL EDUCATION – PRIDE	Austria	PR.	10,358.00	2,285.00	4,560.00	-	-	17,203.00
P16	UNION OF CHAMBERS OF COMMERCE AND INDUSTRY OF ALBANIA	Albania	PA	5,037.00	1,820.00	3,240.00	-	-	10,097.00
				319,860.00	82,925.00	216,685.00	209,650.00	39,000.00	868,120.00

C. Co-financing breakdown per partner and budget category

According to the Article 4.4.