

### **Partnership Agreement**

**Grant Agreement Number:** 2018-2467/001-001

Project Name: Strengthening Teaching Competences in Higher

Education in Natural and Mathematical Sciences

(TeComp)

**Project Number:** 598434-EPP-1-2018-1-RS-EPPKA2-CBHE-JP

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 2018-2467/001-001.

and the following beneficiaries:

- 1. Univerzitet u Beogradu established in Serbia
- 2. Univerzitet u Novom Sadu established in Serbia
- 3. Univerzitet u Kragujevcu established in Serbia
- 4. Universiteti "Eqrem Çabej" i Gjirokastrës established in Albania
- 5. Universiteti Fan S Noli Korce established in Albania
- 6. Universidad de Oviedo established in Spain
- 7. Univerzita Mateja Bela v Banskej Bystrici established in Slovakia
- 8. Universiteit Gent established in Belgium
- 9. Universidad de Granada established in Spain
- 10. Ostravska Univerzita established in Czech Republic

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 "Strengthening Teaching Competences in Higher Education in Natural and Mathematical Sciences (TeComp)" (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 2018-2467/001-001, 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 21 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 them.
- 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;

- (g) be responsible for the sound financial management of the funds allocated to the beneficiary;
- (h) 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 941.370,00 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
- 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.
- 4.5 In order to implement the project, the grant amount will have to be complemented by additional funding provided by the beneficiary, according to the co-financing breakdown per partner defined in project budget (see the Annex I of this Agreement). Beneficiary shall provide an indication on the level and source of co-financing that contributed to the project results.
- 4.6 Coordinator has the authority to propose to the Consortium members reallocation of the activities among beneficiaries in line with the Grant Agreement, especially those related to the articles of the Grant Agreement defining the penalties for poor, partial or late implementation (Article I.10.6), publicity obligations and penalties in case of non-compliance with publicity obligations (Articles I.10.9 and I.10.10), administrative and financial penalties (Article II.17) with the purpose of sound financial management and to avoid any possible risk. The reallocation will be approved by Consortium members.

## Article 5 Payment arrangements

- 5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary using the bank account details of the beneficiary stipulated in Annex VI of this Agreement.
  - 5.1.1 If the bank account of the beneficiary changes, the new bank account details need to be communicated in a timely manner to the coordinator by filling in the form which includes the details given in Annex VI of this Agreement, signed by legal representative of the beneficiary.
  - 5.1.2 For the purpose of transferring the part of the Erasmus+ grant contribution, the beneficiary will send Request for payment (using the Annex VII 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 the previously verified expenses (where applicable).
- 5.2 The transfer of the Erasmus+ grant contribution to individual beneficiaries will be implemented in accordance with the following timetable and procedure, respecting dynamics of the implementation of the project activities, provided that the beneficiary fully implemented and documented project activities:

- 5.2.1 **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.
- 5.2.2 **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 previous instalment.
- 5.2.3 The coordinator will transfer funds for the purchase of the equipment (if applicable) under the condition that coordinator has received the requested documentation as proof that tendering procedure has been conducted an on the basis of eligible actual costs stipulated in contract(s) duly signed by the beneficiary and selected supplier(s), followed by corresponding invoice(s). 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 be 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, in order to avoid launching a formal tendering procedure.
- 5.2.4 **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.
- 5.2.5 **Second instalment of second pre-financing:** The coordinator will transfer 20% of the beneficiary's total Erasmus+ grant budget, after the coordinator has received and approved necessary proofs. In addition, the beneficiary will have to demonstrate expenditure covering at least 90% of the total amount already transferred in pervious instalments.
- 5.2.6 **Payment of the balance:** The final amount of the grant to be transferred to the beneficiary by the coordinator will be defined only once the total Erasmus+ grant has been confirmed by the Executive Agency after the end of the project and approval of the final report. All outstanding payments to cover actual eligible expenditures that have not been received in previous instalments (see above), will be paid to the partner within 30 days after the coordinator receives the final payment from the Executive Agency, on condition that the beneficiary has provided the requested necessary proofs to the coordinator within the foreseen deadline.

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.

5.3 Beneficiaries are obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the beneficiaries will be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.

- 5.4 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the project, the beneficiary (ies) responsible for the expenditure declared ineligible will reimburse the corresponding amount to 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.
- 5.5 The costs of financial transfers charged by the bank shall be borne by the beneficiary receiving the part of the grant from the coordinator. 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 the coordinator.
- 6.2 Within the project three ways of reporting are foreseen:
  - (a) The formal reporting by the Coordinator to Executive Agency including Intermediate and Final Reports;
  - (b) Internal reporting within the Consortium where beneficiaries inform the Coordinator about the technical progress on institutional implementation of the project and partners' financial reports with declaration of expenses incurred accompanied with necessary supporting documents. The technical reports will be the base for preparation of Intermediary 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 Project Coordinator. Verification of expenditures declared in partner financial reports are linked to the transfer of the part of Erasmus plus grant to partners from the Coordinator.
  - (c) Reporting on realized different events (info days, workshops, seminars, conference, meetings, trainings, etc.) by all beneficiaries.
- 6.3 Reporting schedule is given in the table below:

Table. Reporting schedule

I	Reports (two in total) prepared by the Coordinator to be	Progress Report – 14.05.2020.
	delivered to EACEA	Final report – 14.01.2022.
II	Partner's Financial Report (five reports)	1 <sup>st</sup> report – 01.11.2019.
		2 <sup>nd</sup> report – 14.04.2020.
		$3^{\text{rd}}$ report $-01.11.2020$ .
!		4 <sup>th</sup> report – 01.06.2021.
		5 <sup>th</sup> report - 14.09.2021.
III	Partner's Technical report on the implementation of the	1 <sup>st</sup> report - 14.04.2020.
	project (two reports)	$2^{\text{nd}}$ report $-14.11.2021$ .

6.4 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 Executive Agency if the activities declared by beneficiary and/or delivered outputs are questionable.

- 6.5 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.
  - 6.5.1 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.
- 6.5.2 Monthly accounting rates mentioned above are referred to months the transfers from the Executive Agency are made to the coordinator's account.
- 6.6 The beneficiary is fully responsible for the correct delivery of the declaration of the expenses and for appropriate application of the account system.
- 6.7 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.
- 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 hereafter (in Annex II of this Agreement).
- 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. Jelena Ignjatović Univerzitetski trg 2, 18000 Niš, Serbia jekaignjatovic73@gmail.com

### For the beneficiaries:

- Univerzitet u Beogradu
   Prof. Dr. Siniša Đurašević
   Studentski trg 1, 11000 Beograd, Serbia sine@bio.bg.ac.rs
- Univerzitet u Novom Sadu Prof. Dr. Andreja Tepavčević Dr Zorana Đinđića, 21000 Novi Sad, Serbia andreja@dmi.uns.ac.rs
- Univerzitet u Kragujevcu
  Prof. Dr. Srećko Trifunović
  Jovana Cvijića bb, 34000 Kragujevac, Serbia
  srecko@kg.ac.rs
- 4. Universiteti "Eqrem Çabej" i Gjirokastrës Dr. Romeo Mano "Studenti" Street, 6001 Gjirokaster, Albania manoromeo2002@yahoo.com
- Universiteti Fan S Noli Korce Prof. Dr. Lorenc Ekonomi Shetitorja Rilindasit, 7001 Korce, Albania lorencekonomi@yahoo.com
- Universidad de Oviedo
   Prof. Dr. Luis Jose Rodriguez Muñiz
   Calle San Francisco 3, 33003 Oviedo, Spain luisj@uniovi.es
- Univerzita Mateja Bela v Banskej Bystrici Prof. Dr. Vladimir Janiš Narodna 12, 974 01 Banska Bystrica, Slovakia Vladimir.Janis@umb.sk
- Universiteit Gent
   Prof. Dr. Martin Valcke
   Sint Pietersnieuwstraat 25, 9000 Gent, Belgium martin.valcke@ugent.be
- Universidad de Granada Prof. Dr. Maria Cañadas Cuesta Del Hospicio s/n, 18071 Granada, Spain mconsu@ugr.es
- Ostravska Univerzita
   Prof. Dr. Irina Perfiljeva
   Dvorakova 7, 701 03 Ostrava, Czech Republic irina.perfilieva@osu.cz

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 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 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 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;
  - (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. 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;
  - (d) In case a partner withdraws from the project or is debarred from it the remaining partners will undertake a rapid and efficient solution to ensure the further proper project implementation without any delay;
  - (e) The enlargement of the partnership will under no circumstances lead to an increase of the grant awarded.

## Article 17 Applicable law and jurisdiction

- 17.1 This Agreement is governed by the Serbian law, being the law of the coordinator's country.
- 17.2 In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the coordinator's country.
- 17.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.
- 17.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.
- 17.5 This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

### Article 18 Termination of the Agreement

- 18.1 In the event that 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.
- 21.2 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 breakdown per partner and budget category.

Annex II - Remuneration and reimbursement modalities for Staff costs, Travel costs and Costs

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

Annex IV - link to Guidelines for the Use of the Grant.

Annex V - link to FAOs

Annex VI - Individual Bank account of each beneficiary organisation.

Annex VII – Request for Payment

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

of the Coordinator representative Oragan Antić

Date

Signature and stamp Done in Niš

15, 01, 2019

For the Beneficiary

The legal representative

Prof. Dr. Santiago García Granda - Rector

Signature and stamp Done in Oviedo

Date 10th January, 2019

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

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	1. Staff Costs 370.285,00   Cannot exceed 40% of total Grant requested	+ Exceptional Travel Costs	ceptional Travel Costs	ional Travel Costs	ceptional Travel Costs  ceptional Travel Costs	ceptional Travel Costs osts d from the European Union	11810	370 285,00 Cannot exceed 40% of total Grant requested  86.645,00  178.440,00  280,000,00 Cannot exceed 30% of Total Grant requested  46,000,00 Cannot exceed 10% of Total Grant requested  46,000,00 Cannot exceed 30% of Total Grant requested  47,170,00 Cannot exceed 30% of Total Grant requested  47,170,00 Cannot exceed 30% of Total Grant requested  48,000,00 Cannot exceed 30% of Total Grant requested  48,000,00 Cannot exceed 30% of Total Grant requested  48,000,00 Cannot exceed	370.285,00   Cannot exceed 40% of total Grant requested   88.645,00   Cannot exceed 40% of total Grant requested   280.000,00   Cannot exceed 30% of Total Grant requested   48.000,00   Cannot exceed 10% of Total Grant requested   48.000,00   Cannot exceed 10% of Total Grant requested   48.000,00   Cannot exceed 10% of Total Grant requested   Cannot exceed 10% of Total Grant requested   48.000,00   Cannot exceed 10% of Total Grant requested   Cannot exceed 10% of Total Exceed 10% of Total Exceed 10% of Total Grant requested   Cannot exceed 10% of Total Exceed 10% of To	370.285,00   Cannot exceed 40% of total Grant requested   88.845,00   Cannot exceed 40% of total Grant requested   26.000,00   Cannot exceed 30% of Total Grant req	370.285,00   Cannot exceed 40% of total Grant requested   88.845,00   Each	370 285,00   Cannot exceed 40% of total Grant requested   88.645,00   178.440,00   Cannot exceed 30% of Total Grant requested   48.000,00   Costs   C	310.285,00   Cannot exceed 40% of total Grant requested   88.645,00   126.440,00   Cannot exceed 30% of Total Grant requested   46.000,00   Cannot exceed 30% of Total Grant requested   46.000,00   Cannot exceed 10% of Total Grant requested   46.000,00   Costs   Costs	310.285,00   Cannot exceed 40% of total Grant requested   86.645,00   Cannot exceed 30% of Total Grant requested   46.000,00   Cannot exceed 40% of Total Grant req	170.285,00   Cannot exceed 40% of total Grant requested   186.845,00   Cannot exceed 40% of total Grant requested   186.845,00   Cannot exceed 30% of Total Grant requested   186.000,00   Cannot exceed 30% of Total Grant requested   186.000,00   Cannot exceed 30% of Total Grant requested   186.000,00   Cannot exceed 10% of Total Grant requested   186.000,00   Cannot exceed 10% of Total Grant requested   186.000,00   Cannot exceed 30% of Total Grant requested   186.000   Cannot exceed 30% of Total Grant Representation   186.000   Cannot exceed 30	370.285,00   Cannot exceed 40% of total Grant requested   178.440,00   Cannot exceed 40% of Total Grant requested   280.000,00   Cannot exceed 10% of Total Grant requested   280.000,00   Cannot exceed 10% of Total Grant requested   Cannot excee	State   Stat	370_285_00   Cannot exceed 40% of total Grant requested   286_45_00     178_440_00   Cannot exceed 30% of Total Grant requested   280_000_00   Cannot exceed 30% of Total Grant requested   280_000   Cannot exc

### Annex II - Remuneration and reimbursement modalities for Staff costs, Travel costs and Costs of stay

Although CBHE partnerships can use/apply the unit costs amounts defined in the Erasmus+ Programme Guide for the remuneration and reimbursement of the staff, 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 very in accordance with the specific needs or constraints of individual beneficiary. It can either be based:

- on other 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 modalities for remuneration and reimbursement of costs incurred in terms of Staff, 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 II 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 remuneration and reimbursement of the staff, travel and costs of stay incurred.

Remuneration and reim	bursement modalities for	Staff costs,	Travel	costs and	costs	of Stay
Name of the beneficiary:						
Address of beneficiary: _						

#### A) Reimbursement for Staff costs

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

	Manager	Teacher/Trainer/ Researcher	Technician	Administrative staff
	Erasmus+ Prog	gramme Guide - AMOU	JNTS IN EURO	PER DAY
Belgium	280	214	162	131
Czech Republic, Spain	164	137	102	78
Slovakia	88	74	55	39
Albania, 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).

#### B) Reimbursement for Travel costs

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

Distance band	Erasmus+ Programme Guide - Unit cost per participant				
Between 10 and 99 km	20 EUR				
Between 100 and 499 km	180 EUR				
Between 500 and 1999 km	275 EUR				
Between 2000 and 2999 km	360 EUR				

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

### C) Reimbursement for costs of Stay

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

Up to the 14 th 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 14 th day of	STAFF - Unit cost per day per participant	STUDENT - Unit cost per day per participant		
Name of the beneficiary		and was with the second of the		

On the reimbursement of actual costs incurred (with a maximum if necessary).

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

### Annex IV - 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 2017 cbhe v ii - 09 january 2018 0.pdf

### Annex V - Link to FAQs

# Annex VI - Individual Bank account of each beneficiary organisation.

Name and address of account holder:	UNIVERSIDAD DE OVIEDO
Name of Bank:	LIBERBANK
Address of branch:	Plaza de la Escandalera, 2 – 33003 Oviedo, Asturias (Spain)
IBAN – International Bank or Account Number – account code:	ES06 2048 0001 7234 0400 1036
Bank or Swift Code:	CECAESMM048

Date: 10th January, 2019

Location: Oviedo, Asturias (Spain)

Stamp

Signature of legal representative

Position: Rector

Name: Santiago García Granda

#### **Annex VII - Request for Payment**

10th January, 2019

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

Reference number of the Grant Agreement: 598434-EPP-1-2018-1-RS-EPPKA2-CBHE-JP

Title of the grant contract: Strengthening Teaching Competences in Higher Education in Natural and Mathematical Sciences (TeComp)

Name and address of the Project Partner:

Name of Project Partner

**UNIVERSITY OF OVIEDO** 

**Address of Project Partner** 

San Francisco, 3 – 33003 Oviedo, Asturias (Spain)

Request for payment number: 1st instalment of the 1st pre-financing/2018

Dear Sir/Madam,

I hereby request 1<sup>st</sup> instalment of the 1<sup>st</sup> pre-financing of the Erasmus+ grant contribution under the Grant Agreement mentioned above, and based on the Partnership Agreement.

The amount requested is 12.299,25 €.

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

Stamp

Signature of the beneficiary legal representative

SIGNATURE NATIONAL PROPERTY OF THE PROPERTY OF

Position: Rector

Name: Santiago García Granda