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18.08.2015

PARTNERSHIP AGREEMENT

Project Title Towards a Central Asian Higher Education Area: Tuning Structures and Building Quality Culture (TuCAHEA)

Number of the Grant Agreement 530786-TEMPUS-1-2012-1-NL-TEMPUS-SMHES

between

Name and address of the Grantholder and General Coordinator
Rijksuniversiteit Groningen (University of Groningen)
Faculty of Arts
Oude Kijk in 't Jatstraat 26
9712 EK Groningen
The Netherlands

represented by (legal representative)
Name and position Prof. dr. Sibrand POPPEMA, President
hereinafter referred by the acronym: RUG

and

Name and address of the Partner Kazakh Economic University named after T.Ruskylov
represented by (legal representative) 55,Zhandosov str, Almaty city, The Republic of Kazakhstan, 050035

Name and position Serik Svyatov, Rector
hereinafter referred to as: **the Partner**

1. Subject of the Partnership Agreement

The subject of this Partnership Agreement is to define the organisation of the partnership by regulating the rights and obligations of the Grantholder (RUG) and the Partner in order to implement the Tempus project successfully.

The Grant Agreement (530786-TEMPUS-1-2012-1-NL-TEMPUS-SMHES), signed between the Grantholder, Rijksuniversiteit Groningen (RUG) and the European Commission's Education, Audiovisual and Culture Executive Agency (EACEA) on 25 September 2012, is an integral part of the present Partnership Agreement (see annexes), and takes precedence over it. All terms and conditions, articles, annexes and guidelines stated in the Grant Agreement for this project are part of the present Partnership Agreement. The RUG and the Partner shall be bound to both this Partnership Agreement and the Grant Agreement for this project, including any further amendments to the Grant Agreement approved by the Executive Agency.

On the basis of the present Agreement, the RUG and the Partner shall contribute to the achievement of the requirements of the Grant Agreement together with the other Partners, performing project actions in accordance with the terms and conditions as stated herein. The parties to the present Partnership Agreement shall carry out the work in accordance with the workplan using their best efforts to achieve the results specified therein. They shall carry out all of their responsibilities under the present Partnership Agreement in accordance with recognised professional standards.

2. Duration of the Partnership Agreement

This Agreement shall come into force on the day when it has been signed by all parties, but shall have retroactive effect from the start of the eligibility period (15 October 2012). It shall remain in force until the RUG has discharged in full its obligations arising from the Grant Agreement with the Executive Agency,

which means 5 years from the date of receipt of payment of the final balance as specified in Article I.5 of the Grant Agreement.

3. Payment of funds and modalities

- a) The RUG will transfer funds to the Partner via an agreed bank account, or when necessary in another way, for eligible activities that fully comply with the workplan, in accordance with the Grant Agreement, and contribute to project performance.
- b) Funds received by the Partner have to be strictly and solely dedicated to the project funding in accordance with the guidelines and regulations of the present Partnership Agreement and the Grant Agreement.
- c) The RUG shall pay the Partner or its representative(s) for work completed satisfactorily according to the workplan and the related budget. Payments for work shall be made every 9 months.
- d) Only expenditure in accordance with the project, declared eligible by EACEA and for which supporting documents have been provided, will be financed.

4. Irregularities and repayment of funds

If the Executive Agency should – based on the provisions of the Grant Agreement – request the repayment of all or part of the EU contribution from the RUG, the RUG shall inform the Partner that has caused the irregularity that has led to the request for repayment and that Partner must repay the requested EU contribution together with the interests chargeable to the RUG

The Partner affected must transfer the requested EU contribution together with the interests chargeable to the RUG 30 (thirty) days before the deadline given by the Executive Agency to the coordinator RUG for repayment of EU contribution.

5. Management and organization of the project

For the management of the project, the following groups are constituted:

- a) a Core Group to guide the administrative and methodological aspects of the project, monitor and evaluate the phases of the project in terms of the declared objectives and correspondence with the workplan, and intervene for the resolution of any possible problems. The Core Group consists of the Project Leader of RUG (Grantholder and General Coordinator); the Project Coordinator (University of Pisa); the European experts on behalf of the European Partner institutions; the Country Coordinators of Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan and Uzbekistan as representatives of the Country Coordinating institutions; and the representatives of the Ministries of Education of the five partner countries, as described in the Project Application and in the Project Handbook (**Annexed**).
- b) Country Groups for each partner country, consisting of the coordinator from each Partner institution in each partner country and operating under the guidance of the Country Coordinator.
- c) Subject Area Groups (SAGs) The SAGs consist of representatives of the Partner institutions, so far as possible, one representative per country. They will apply the Tuning approach to their respective subject areas and will produce Central Asian conceptual frameworks/reference points/meta-profiles for these subject areas according to the project plan.

6. Specific obligations of the Grantholder

- a) The RUG shall take all the steps needed to manage the project correctly in accordance with the Project Application and the Grant Agreement.
- b) In addition the RUG shall:
- c) provide the copy of the Grant Agreement for the partner;
- d) keep the Partner informed about all relevant communication between the RUG and the Executive Agency;
- e) inform the Partner about all essential issues connected to the project implementation without any delay;

- f) submit the Intermediate Report and Final Report to the Executive Agency by the deadline given in the Grant Agreement and its annexes;
- g) provide an external audit report together with the Final Report at the end of the project;
- h) transfer funds to the Country Coordinating universities, and/or the Partners and/or their representatives in the TuCAHEA project for planned activities for work done, or as payment of invoices and/or other supporting documents as requested in Annex IV of the Grant Agreement.

7. Specific obligations of the Partner

The Partner shall respect all rules and obligations set forth in the Grant Agreement.

In addition the Partner shall:

- a) do everything in its power to carry out the activities as specified in the workplan and foster the implementation of the project;
- b) provide the staff, facilities, equipment and material necessary to perform the project activities;
- c) support the RUG to fulfil its tasks according to the Grant Agreement;
- d) ensure adequate communication with the RUG, the Project Coordinator (Pisa), and within the relevant country and Subject Area Groups as provided for in the TuCAHEA Project Handbook
- e) ensure that interaction with other partners takes place in a continuous and smooth way;
- f) provide the RUG without any delay with any information needed to draw up the Intermediate Report and the Final Report, to react on any request by the Executive Agency, or provide with any further information needed by the RUG;
- g) inform the RUG immediately about any delay in the performance of the activities or any circumstance that could lead to a temporary or final discontinuation of the project;
- h) inform the RUG about any change in personnel, tasks or procedures of its project team;
- i) maintain either a separate accounting system or a specific accounting code to identify easily all transactions relating to the project;
- j) inform the RUG on the details of the bank account where it can transfer TuCAHEA funds from the Tempus grant, if possible;
- k) complete the activities foreseen for each reporting period of the project implementation;
- l) comply with Tempus and national rules, including rules on public procurement, publicity and equal opportunities;
- m) be responsible for the sound financial management of the funds it is allocated.

8. Obligations of the RUG and the Partners

- a) The Partner is directly and exclusively responsible towards the RUG for the due implementation of its respective contribution to the project and for the proper fulfilment of its obligations as set out in this Partnership Agreement. Should a partner not fulfil its obligations in a timely manner, the RUG shall admonish him to fulfil them within a reasonable period of time. The Partner will undertake to find a rapid and effective solution. Should the non-fulfilment continue, the RUG may decide to debar the partner concerned from the project, with approval of the other partners. The Executive Agency shall be promptly informed of such an intended decision by the RUG; and the change in the partnership must be approved by the Executive Agency, according to the provisions of the Grant Agreement.
- b) In case of irregularities the RUG bears the overall responsibility towards the Executive Agency for the repayment of any amounts unduly paid. By way of the derogation from this principle, if the irregularity is committed by one or more partners, the partner or partners concerned shall repay to the RUG the amounts unduly paid.

9. Accounting, Record Keeping and Reporting

- a) Original invoices, debit notes, receipts, bank statements for every item of expense have to be thoroughly documented and kept by the institution and these can only be financed using project funding if they are in compliance with the rules on eligibility of expenditure.

The Partner is fully responsible for providing the correct declaration of expenses and the appropriate application of its accounting system. In more detail, the Partner shall:

- 1) accept the liability for the adequate and orderly accounting of this project according to the rules and regulations of the Grant Agreement.
 - 2) be aware of the fact that the RUG will not compensate for the ineligibility of costs caused by any violation of the Grant Agreement or the present Partnership Agreement, for which the Partner is responsible. Any costs which are assessed as ineligible by the Executive Agency within their final report assessment need to be reimbursed by the Partner to the RUG, who will forward the ineligible amount to the Executive Agency.
 - 3) make available any documentation on project finance and activities required by the Executive Agency
 - 4) keep a record of any expenditure incurred under the project and all proofs and related documents for five years after the receipt by RUG of the final payment of the balance by the EACEA as specified in Article 1.5 of the Grant Agreement;
- b) The RUG will provide the Partner with the appropriate forms for the declaration of expenses and the respective instructions for their completion.
- The RUG is responsible for submitting technical implementation reports and financial statements to the Executive Agency providing proof of progress of the project. Therefore, so that it can provide adequate information, the Partner has to submit to the RUG an activity report describing the activities carried out and their outputs and results during the reporting period.
- The Partner must respect the reporting deadlines of the Grant Agreement, and submit their Partner Report and supporting documents on validation of expenditure to the RUG in a timely manner as requested by the RUG. Partner Reports and supporting documents on validation of expenditure not submitted to the RUG within the set deadline will not be included in the progress report of the RUG to be submitted to the Executive Agency. The RUG may reject any item of expenditure which cannot be justified under the project and are not in line with the rules set out in the Grant Agreement and the Guidelines for the Use of the Grant.
- c) The accounts presented by the Partner must be drawn up in Euro. In the case of partners from countries which have not adopted the Euro as their currency, the Partner shall convert into Euro the amounts of each item of expense incurred in the national currency, before submission for validation. The expenditures shall be converted into Euro using the accounting exchange rate established by the Commission, relative to the month in which the transfers from the Executive Agency are received in the RUG account.

In practice, this means that:

- 1) From the start of the eligibility period until the date that the second pre-financing is received, the rate of the month in which the first pre-financing was received should be applied
- 2) From the date that the second pre-financing is received until the end of the eligibility period, the rate of the month in which the second pre-financing was received should be applied.

The appropriate exchange rates published on the European Commission website must be used according to the annexed Table for the first part of the project; for the second part the rate will be communicated after receipt of the second tranche.

10. Intellectual property

The cooperation under this project is regarded as a strategic partnership. Partners offer their intellectual know-how to create a collective product. Copyrights will be respected as follows:

- a) Material already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights have to be strictly safeguarded, permission for reproduction and scale of reproduction have to be settled beforehand.
- b) Where partners develop material within the framework of the project this material will be available for the whole partnership as part of the common goals.

Throughout and as long as possible after the project the materials produced will be made available on line free of charge and can be used for legitimate teaching, learning and information purposes provided that the source is clearly declared.

11. Audits

For audit purposes the Partner shall:

- a) keep at the Commission's disposal all original documents, especially accounting and tax records, or in exceptional and duly justified cases, certified copies of original documents relating to the project, for a period of 5 years from the date of payment to the RUG of the final balance as specified in Article 1.5 of the Grant Agreement;
- b) enable the responsible auditing bodies of the RUG and any other outside body authorized by the Executive Agency to audit the use made of the grant;
- c) give these authorities any information about the project they request;
- d) give them access to the accounting books and accounting documents and other documentation related to the project. Such audits may be carried out throughout the period of implementation of the Grant Agreement until the balance is paid and for a period of 5 years from the date of payment of balance;
- e) give them access to their sites and premises during the ordinary business hours and also beyond these hours by arrangement;
- f) provide the RUG with any information needed related to such an audit without any delay.

12. Information and Publicity

Any publicity measure undertaken by any of the partners must follow the rules applicable to the visibility of EC education and culture programmes, and be in accordance to Article 11.5 of the Grant Agreement. See for details the TuCAHEA Handbook.

Information and publicity measures will be coordinated among the partners. Each Partner is also individually responsible to promote the fact that financing is provided from the European Union funds in the framework of the TEMPUS Programme and to ensure the adequate publicity of the project.

The Partner takes note of the fact that the results of the project as well as any study or analysis produced in the course of the project will be made available to the public and agrees that the results of the project shall be available for all partners and for the public free of charge in accordance with Article 11.3 of the Grant Agreement.

13. Changes in the Project Partnership

The Partner must be aware of the fact that all changes in the partnership must be notified and require prior approval by the Executive Agency. The following requirements are necessary for the different modifications of project partnership:

- a) Addition of a project partner requires 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 RUG and the new partner. These will be forwarded to the Executive Agency by the RUG with the request to add the partner;
- b) Withdrawal of a project partner requires written explanation from the RUG and a withdrawing project partner, signed by the legal representative. In case a partner withdraws from the project or is debarred from it the remaining partners will undertake to find a rapid and effective solution to ensure the further proper project implementation without any delay. Consequently, the project partners will endeavor to cover the contribution of the withdrawing project partner, either by one or more of the present project partners assuming its tasks or by asking one or more new participants to join the project partnership assuming its tasks. The provisions set for audits in Article 9 remain applicable to the partner that backed out of the project or was debarred from the project.

14. Language

The working language of the partnership shall be English. Any official internal document of the operation shall be made available in the language of the Grant Agreement, i.e. in English. When possible, Russian translations are made to facilitate communication.

15. Other provisions

- a) Any amendments or supplements to this Agreement shall be in writing and signed by the RUG and the Partner
- b) The RUG and the Partner commit themselves to taking measures to ensure that all staff members carrying out the work respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties or use it without prior written consent of the RUG and the Partner.
- c) 3 (three) original copies will be made of this Partnership Agreement; of which each party keeps one original and one original is attached to the Grant Agreement.

16. Termination

In the event that the Partner fails to perform any obligations under the present Partnership Agreement or the Grant Agreement, the RUG may terminate or cancel this Agreement. If the Partner or the RUG breaches the terms of the present contract, the other party shall have the right to terminate this contract. The RUG shall have the right to terminate the present Partnership Agreement if the Partner university has made false declarations to the RUG on work carried out or on expenditure. If the present Partnership Agreement is so terminated, the RUG may require Partner university to reimburse all or part of the payments made under this Partnership Agreement.

Annexes

Grant Agreement: A copy of the Grant Agreement signed between the RUG and the Executive Agency
Annex I of the Grant Agreement: Description of the action
Annex II of the Grant Agreement: Estimated budget of the action
Annex IV of the Grant Agreement: Deadlines for reports
Annex V of the Grant Agreement: List of co-beneficiaries
Guidelines for the use of the grant
TuCAHEA Project Handbook (which will be periodically updated, as needed during the project)
Table of exchange rates valid for period until the second pre-payment

Signatures

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

For the RUG (Grant holder and General Coordinator)
Sibrand POPPEMA

Name of the legal representative
.....

Position
President

Date and Place
10 SEP. 2013 Groningen
(dd/mm/yy)

Signature

Stamp of the institution



For the Partner

Kazakh Economic University named after
T.Ruskylov

Name of the legal representative
Serik Svyatov
Position
Rector

Date and Place
01/07/2013, Almaty city
(dd/mm/yy)

Signature

Stamp of the Institution

