

1001-08/24
18.08.2015

**PEOPLE - Promoting Educational Organisation through peoPLE
PARTNER AGREEMENT**

This Agreement drawn up within the framework of the PEOPLE Project (543657-TEMPUS-1-2013-1-KZ-TEMPUS-JPGR (2013 - 4739 / 001 - 001)) governs the relationship between:

Turar Ryskulov Kazakh Economic University (KazEU)

Zhandosov street, 55
050035 Almaty
Kazakhstan

Represented by: Serik SVYATOV
Rector

Hereinafter known as "the Contractor or KazEU"

AND

LTD Kutaisi University (KU)

13, Tsereteli str.
4600, Kutaisi
Georgia

Represented by: Lela KELBAKIANI
Rector

Hereinafter known as "the Partner" or "KU"

HAVE AGREED AS FOLLOWS:

Article 1/ Object

1. This Agreement shall regulate the relations between the parties and their representatives and their respective rights and obligations arising from their participation in PEOPLE Project (543657-TEMPUS-1-2013-1-KZ-TEMPUS-JPGR) and the work programme agreed upon the agreement.
2. The scope of this Partner Agreement and the budget relating to it are set out in detail in the annexes which form an integral part of this Agreement and which each party declares to have read and approved.

Article 2/ Duration

This Partner Agreement shall take effect on the date of the signature and shall terminate on 30-11-2016.

Article 3/ Obligations of the Contractor

The Contractor shall undertake:

1. to take all steps necessary to prepare and correctly manage the work programme set out in this Partner Agreement, in accordance with the objectives of the project as set out in the Agreement concluded between the European Commission and the Contractor;
2. to transmit to the Partner copies of official documents such as the Agreement signed with the European Commission and to inform about any modifications made to the Agreement undertaken with the European Commission;
3. to comply with all the provisions of Agreement binding the Contractor to the European Commission.

Article 4/ Obligations of the Partner

The Partner KU shall carry out the tasks as described in the work programme:

- To lead WP5 and therefore, to define the dissemination strategy.
- Coordination of the dissemination strategy in all partner countries and EU.
- Support the organisation of the conferences.
- Definition of the audit and Mapping criteria with all the consortium.
- HR Audit active participation
- Provide the WP1 lead partner with all the required documents for the two deliverables.
- Selection of the trainers/experts to be trained and to be trainers.
- Design and implementation of the training to be offered from its institution trainers.
- Training monitoring, evaluation and feedback through reporting.
- Participation in the follow up activities.
- Preparation, implementation and evaluation of their strategic plan
- Identification of the equipment resources needs for training.
- Preparation of the area where resources centre will be located.
- Assign staff for the online training and face-to-face tutorings.
- Prepare and provide the online materials.
- Provide contents to the website and newsletter
- Participation in the follow up activities.
- To provide contents to the website and newsletter.
- Participation in the conferences.
- Participation in all coordination Meetings.
- To contribute to the Interim and Final Reports (technical and economic).
- To carry out dissemination of the project outcomes.

The Partner shall undertake:

1. To take all steps necessary to prepare for and correctly manage the work programme set out in this Partner Agreement, in accordance with the objectives of the project as set out in the Agreement concluded between the European Commission and the Contractor.
2. To commit to all agreed timetables.
3. To comply with all the provisions of Agreement binding the Contractor to the European Commission.
4. To communicate to the Contractor any information or document required by the latter that is necessary for the management of the project.
5. To accept responsibility for all the information communicated to the Contractor, including details of costs claimed and, where appropriate, ineligible expenses.
6. To meet the deadlines of the work plan

Article 5/ Financing – Description of tasks

1. The total cost of the project for the contractual period covered by Agreement, all financing combined, is estimated at **828.175,72 €**.
2. The maximum European Commission contribution to cover expenditure incurred by the members of the project shall be **745.275,33 €**, i.e., 90% of the total cost of the project.
3. Therefore, the co-financing shall be **82.900,39 euros**, i.e., the 10% of the total eligible costs. According to the Tempus rules, each institution must co-finance 10% of its total allocated budget, in order to reach the co-financing required by the European Commission for the project.
4. The partner will respect all the rules set in the Tempus Grant Agreement of the project and the "Guidelines for the use of the grant".
5. The total share allocated to KU is estimated at **61.182,60** €. This will consist of expenses allocated as shown below. European Commission subsidy on total expenditures is 90% so the partner will receive from the contractor **55.064,34** € and must provide 10% of the total amount of its eligible costs, i.e. **6.118,26** €. In case the eligible costs incurred by the Partner will be lower than expected, the contribution will be proportionally reduced.

(1) Staff costs (€)	(2) Travel costs & costs of stay (€)	(3) Equipmen. (€)	(4) Printing & Publishing (€)	(5) Other costs (€)	Total eligible DIRECT COSTS (€) (1+2+3+4+5)	INDIRECT COSTS* (€)	TOTAL ELIGIBLE Costs (€) (Direct+Indirect) equals (A+B)	Co-financing (€)
15.080	21.600	17.500	2.500	500	57.180,00	4.002,60	61.182,60	6.118,26

Article 6/ Financing - Payments

1. The Contractor shall undertake to make payments according to the following:
 - One first payment of the 40%+7% of the direct and indirect costs, equipment excluded. i.e. **16.983,04** €. Equipment will be transferred in another tranche. Once this 40% has been spent and duly justified, a second payment of the 20% will be carried out, in order to achieve the 60% transferred by the EU.
 - A second payment of 30% once the 70% of the 60% has been spent and declared with evidences to the contractor and the contractor to the European Commission. The European Commission must approve this payment as stated in the grant agreement.
 - Payment of the balance.
2. All these payments must be duly justified (with the necessary supporting documents). In case of not justification or not using all the amounts paid, KU will have to refund the balance to KazEU.
3. The final payment will be adjusted in accordance with the real number of activities having taken place and will be made after the approval of the final report and the coordinator received the final balance.
4. Payments shall be made through Bank transfers at the bank address of KU. See bank data file.

Article 7/ Reports

The Partner shall supply the Contractor with all the information and documentation required for the preparation of the interim and final report and, where appropriate, with copies of all the necessary supporting documents by the agreed deadlines.

Article 8/ Governing Documents

The Partner Agreement shall be governed by the following documents which the Partner declares to have read and approved, namely

- the Agreement between the Contractor and the Commission
- the budget of the project PEOPLE (543657-TEMPUS-1-2013-1-KZ-TEMPUS-JPGR (2013 - 4739 / 001 - 001))

Article 9/ Monitoring and supervision

1. The Partner shall without delay supply the Contractor with any information that the latter may request in connection with the conduct of the work programme covered by this Agreement.
2. The Partner shall make available to the Contractor any document making it possible to check that this work programme is being conducted.
3. In the event of financial and/or operational auditing by the Commission, the European Commission, the Court of Auditors of the European Communities or any other duly authorised person, the Partner shall cooperate with the Contractor so that the latter has all the necessary information or, should the occasion arise, with any documentary or on-the-spot control during 5 years following the accomplishment of the Agreement.

Article 10/ Liability

1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this agreement, suffered by itself or by its personnel.

Article 11/ Termination of the Partner Agreement

1. The Partner Agreement shall be terminated with immediate effect without giving rise to legal proceedings within a period of one month following notification by registered letter:
 - i. in the event of abuse, fraud or failure to comply with a clause of the Agreement;
 - ii. if the services provided by the Partner no longer meet the operational requirements;
 - iii. should the Partner be declared bankrupt.

In all of these cases, the Contractor is entitled to terminate the Agreement without offering any compensation whatsoever.

2. The Partner shall immediately notify the Contractor, supplying all relevant information, of any event likely to prejudice performance of this Partner Agreement.

Article 12/ Amendments or additions to the Partner Agreement

Amendments to this Agreement shall be made by a supplementary agreement signed on behalf of each party by the signatories to this Agreement.

Article 14/ Annexes

The following are annexed to and form an integral part of this Partner Agreement:

Bank data information.

This Agreement has been drawn up in English in Almaty 21st January 2014.

The Contractor



Legal representative
Serik SVYATOV
Rector

The Partner KU



Legal representative
Lela KELBAKIANI
Rector

Financial information *

To be completed fully

Name of organization*	LTD Kutaisi University
Address (obligatory)	#13 Tsereteli str.
Postal code	4600
Town/City	Kutaisi
Country	Georgia
Bank account number only in Euro	<input type="checkbox"/> Euro account GE22PC0013600100029889
With reference to:	PEOPLE
IBAN code (if available)	Our account is on IBAN format.
SWIFT /BIC code	MIBGGE22
Name of the bank	ProCredit Bank
Address of the bank (obligatory)	#21 Al. Kazbegi Ave.
Bank correspondent	Deutsche Bank AG, Frankfurt, Germany; SWIFT: DEUTDEFF Commerzbank AG, Frankfurt, Germany; SWIFT: COBADEFF
Postal code	0160
Town/City	Tbilisi
Country	Georgia

* Proof of receipt of the money in the bank account – a scan of the bank statement – must be sent to: bonya_sh@mail.ru