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| logo_ec_17_colors_300dpi | Education, Audiovisual and Culture Executive Agency |

**Erasmus+ Programme**

[**Capacity-Building projects in the field of Higher Education**](http://eacea.ec.europa.eu/erasmus-plus/actions/key-action-2-cooperation-for-innovation-and-exchange-good-practices/capacity-building-projects-in-field-higher-education_en)

**(E+CBHE)**

**Partnership Agreement**

**Transport of Dangerous Goods - Modernization of Curricula and Development of Trainings for Professionals in the Western Balkans HEIs (DGTRANS)**

Project: 101082187 — DGTRANS — ERASMUS-EDU-2022-CBHE

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

University of Mitrovica,

Filipa Visnjica B.B.

38220 Kosovska Mitrovica

1. **UNIVERSITY OF MITROVICA (UPKM)**,

PIC 951280553, established in FILIPA VISNJICA BB, KOSOVSKA MITROVICA 38220,

Kosovo \* UN resolution

hereinafter referred to as the “coordinator”, represented for the purposes of signature of the Agreement by Prof. Dr. Nebojsa Arsic, rector, the legal representative as defined in the Grant Agreement 101082187 — DGTRANS — ERASMUS-EDU-2022-CBHE,

and the following beneficiaries:

1. **UNIVERZA V MARIBORU (UM),** PIC 999903646, established in SLOMSKOV TRG 15, MARIBOR 2000, Slovenia,
2. **POLYTECHNEIO KRITIS (TUC),** PIC 924773848, established in BUILDING E4, TECHNICAL UNIVERSITY CAMPUS COUNOUPIDIANA, CHANIA 731 00, Greece,
3. **OBUDAI EGYETEM (OE),** PIC 986279123, established in BECSI UT 96 B, BUDAPEST 1034, Hungary,
4. **POLITECHNIKA LUBELSKA (LUT),** PIC 998139313, established in NADBYSTRZYCKA 38D, LUBLIN 20 618, Poland,
5. **UNIVERZITET U SARAJEVU (UNSA),** PIC 995549995, established in OBALA KULINA BANA 7, SARAJEVO 71000, Bosnia and Herzegovina,
6. **UNIVERZITET U ISTOCNOM SARAJEVU (UES),** PIC 995607904, established in VUKA KARADZICA 30, ISTOCNO SARAJEVO 71123, Bosnia and Herzegovina,
7. **JAVNA USTANOVA UNIVERZITET CRNE GORE PODGORICA (UOM),** PIC 999836328, established in CETINJSKA 2, PODGORICA 81000, Montenegro,
8. **UNIVERZITET ADRIATIK BAR (AUB),** PIC 907862092, established in SETALISTE KRALIA NIKOLE POTKOVICA D 1, BAR 85000, Montenegro,
9. **UNIVERSITETI POLITEKNIK I TIRANES (UPT),** PIC 999847774, established in SHESHI NENE TEREZA 4, TIRANA, Albania,
10. **UNIVERSITETI POLIS SHPK (UPOLIS),** PIC 954870232, established in AUTOSTRADA TIRANE DURRES KILOMETRI 5 KASHAR, TIRANA 1051, Albania,
11. **INTERNATIONAL BUSINESS COLLEGE MITROVICA (IBCM),** PIC 915740529, established in STR. BISLIM BAIGORA NN, MITROVICA 40000, Kosovo \* UN resolution,
12. **UNIVERZITET U NISU (UNI),** PIC 998833736, established in UNIVERZITETSKI TRG 2, NIS 18000, Serbia

**every each of them hereinafter referred to as the "beneficiary".**

Where a provision applies without distinction to the "coordinator" and the "beneficiary", for the purpose of this Agreement they will be collectively referred to as the "beneficiaries", "contracting parties" or "parties."

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 **Transport of Dangerous Goods - Modernization of Curricula and Development of Trainings for Professionals in the Western Balkans HEIs** (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 101082187 — DGTRANS — ERASMUS-EDU-2022-CBHE, 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 (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:

1. 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;
2. 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;
3. are entirely and solely liable for complying with any legal obligations incumbent on them;
4. shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
5. shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.

3.2 Specific obligations and role of the coordinator.

The coordinator undertakes to:

1. be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
2. 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;
3. 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;
4. 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;
5. manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
6. comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of the Grant Agreement;
7. 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.
8. provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the various reports templates and any other relevant document concerning the project.
9. 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.
10. be responsible for the sound financial management and cost efficiency of the Erasmus+ grant contribution, as well as their own contribution to the project.

3.3 Specific obligations and role of each beneficiary (excluding the coordinator).

Each beneficiary undertakes to:

(a) ensure adequate communication with the coordinator and with the other beneficiaries;

(b) support the coordinator in fulfilling its tasks according to the Grant Agreement;

(c) submit in due time to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, all documents provided for in this 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 and efficient financial management of the allocated Erasmus+ grant contribution in line with the EU and national law, as well as their own contribution to the project;

(h) prepare, complete and submit all reports to the coordinator in due time, as requested by the Executive Agency and the coordinator, in order to fulfil reporting obligations;

(i) provide the validation of the information of submitted documentation, which are contained therein;

(j) comply with Erasmus+ rules and national laws, including the ones on public procurement, state aid, publicity and equal opportunities;

(k) fulfil the assumed obligations within the set deadlines and in accordance with the project work plan.

**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 713 889.00 and shall take the form as stipulated in Annex 2 of the Grant Agreement.

4.2 The Erasmus+ grant contribution is awarded under the form of Lump Sum. At the reporting stage, the amount paid for each work package will always be the same as what was allocated at application stage and will only depend on the level of achievement of the objectives of the work package.

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 for EU contribution per beneficiary and work package are given in Annex I of this Agreement.

**Article 5**

**Payment arrangements**

5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary using the accounts stipulated in Annex VII of this Agreement. For this purpose, the beneficiary will send a Request for payment (using the Annex IX of this Agreement) to the coordinator, duly signed by the legal representative of the beneficiary, for each instalment defined/calculated by the coordinator. All payments shall be made to the beneficiary's bank account, denominated in EURO. If the bank account of the beneficiary changes, the new bank account details need to be communicated in a timely manner to the coordinator by filling in the form, which includes the details given in Annex VII of this Agreement, signed by the legal representative of the beneficiary.

5.2 The transfer of the Erasmus+ grant contribution to the beneficiary will be implemented respecting dynamics of the implementation of the project activities, provided that the beneficiary fully implemented and documented project activities. Beneficiaries shall be funded only for its deliverables carried out in accordance with the Work Plan.

5.3 In accordance with its own usual accounting and management principles and practices, each beneficiary will be solely responsible for justifying its costs with respect to the Project towards the Funding Authority. Neither the Coordinator nor any of the other beneficiaries shall be in any way liable or responsible for such justification of costs towards the Funding Authority.

5.4 In any case of a beneficiary having received excess payments, the beneficiary has to return the relevant amount to the Coordinator without undue delay.

5.5 A beneficiary leaving the consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority. Furthermore, a Defaulting Party shall bear any reasonable and justifiable additional costs occurring to the other beneficiaries in order to perform its and their tasks.

5.6 The budget set out in the Work Plan shall be valued in accordance with the usual accounting and management principles and practices of the respective beneficiaries.

5.7 The coordinator is entitled to withhold any payments due to a beneficiary in breach of its obligations under this Agreement or the Grant Agreement.

5.8 The payment schedule, which contains the transfer of pre-financing payments to beneficiaries, will be made in accordance with the schedule and modalities set out in the Data Sheet (Point 4.2) in the Grant Agreement. The coordinator will transfer to the respective account of each beneficiary in advance pre-financing instalments of the estimated Erasmus+ grant contribution identified under Annex 1 of this Agreement, in the following way:

* **Pre-financing I (initial) instalment** 70% of the estimated Erasmus+ grant contribution after the Grant Agreement entered into force and the coordinator has received the first pre-financing payment from the Executive Agency.
* **Pre-financing II (additional) instalment** 20% of the estimated Erasmus+ grant contribution within 30 days of the reception of the necessary proofs of expenditure/activity through submitted statement of the use of the previous pre-financing payment that the 70% of pre-financing I (initial) instalment isalready spent. However, if the statement on the use of the previous pre-financing payment shows that less than 70% was used, the amount set out in the Data Sheet will be reduced by the difference between the 70% threshold and the amount used.

5.9 The **Final payment – Final grant amount will be calculated in accordance with Article 22.3.4 of the Grant Agreement.**

5.10 Beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in accordance with the terms and provisions of this Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used or justified by the beneficiary shall be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.

5.11 The costs of financial transfers charged by the bank shall be borne by the beneficiary receiving the part of the grant from the coordinator.

**Article 6**

**Reporting**

6.1 The coordinator is responsible for submitting in due time to the Executive Agency periodic reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the beneficiary must continuously report on the progress of the action in the Portal Continuous Reporting tool and in accordance with templates published on the Portal (Article 21 of the Grant Agreement).

6.2 In order to provide adequate information on the progress of the project within the Consortium, the beneficiary will prepare internal reports – Partner’s Technical reports consisting of description of the progress made, statistics and indicators, table of achieved/planned outcomes etc. at the request of the coordinator.

6.3 In case the beneficiary does not provide all required reports with appropriate and accurate information therein, within 10 working days from the coordinator’s request, the coordinator will inform the 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.

6.4 The coordinator shall provide the beneficiary with the appropriate reporting forms for the declaration of activities and the respective instructions for their completion.

6.5 The beneficiary shall provide, at the request of the coordinator, without any delay, full access and/or delivery of the produced outputs.

6.6 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.

**Article 7**

**Budgetary and financial management**

7.1 Personnel costs and Travel, accommodation and subsistence costs can be calculated as unit costs, or as real costs. Equipment and subcontracting costs have to be calculated according to the applicable legislation as real costs.

7.2 If the beneficiaries calculate Personnel costs and Travel, accommodation and subsistence costs as unit costs they have to apply modalities described in Annex II and Annex III of this Agreement.

7.3 The 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:

P1 UNIVERSITY OF MITROVICA (UPKM)

Nebojsa Arsic

FILIPA VISNJICA BB, 38220, KOSOVSKA MITROVICA, XK

[nebojsa.arsic@pr.ac.rs](mailto:nebojsa.arsic@pr.ac.rs)

For the beneficiaries:

P2 UNIVERZA V MARIBORU (UM)

Drago Sever

SLOMSKOV TRG 15, 2000, MARIBOR, SI

[drago.sever@um.si](mailto:drago.sever@um.si)

P3 POLYTECHNEIO KRITIS (TUC)

Georgios Stavroulakis

BUILDING E4, TECHNICAL UNIVERSITY CAMPUS COUNOUPIDIANA, 731 00, CHANIA, EL

[gestavroulakis@isc.tuc.gr](mailto:gestavroulakis@isc.tuc.gr)

P4 OBUDAI EGYETEM (OE)

Agota Dregelyi-Kiss

BECSI UT 96 B, 1034, BUDAPEST, HU

[dregelyi.agota@bgk.uni-obuda.hu](mailto:dregelyi.agota@bgk.uni-obuda.hu)

P5 POLITECHNIKA LUBELSKA (LUT)

Iwona Rybicka

NADBYSTRZYCKA 38D, 20 618, LUBLIN, PL

[i.rybicka@pollub.pl](mailto:i.rybicka@pollub.pl)

P6 UNIVERZITET U SARAJEVU (UNSA)

Osman Lindov

OBALA KULINA BANA 7, 71000, SARAJEVO, BA

[olindov@gmail.com](mailto:olindov@gmail.com)

P7 UNIVERZITET U ISTOCNOM SARAJEVU (UES)

Slobodan Lubura

VUKA KARADZICA 30, 71123, ISTOCNO SARAJEVO, BA

[slobodan.lubura@etf.ues.rs.ba](mailto:slobodan.lubura@etf.ues.rs.ba)

P8 JAVNA USTANOVA UNIVERZITET CRNE GORE PODGORICA (UOM)

Milanko Damjanovic

CETINJSKA 2, 81000, PODGORICA, ME

[milanko@ucg.ac.me](mailto:milanko@ucg.ac.me)

P9 UNIVERZITET ADRIATIK BAR (AUB)

Nataša Gospić

SETALISTE KRALIA NIKOLE POTKOVICA D 1, 85000, BAR, ME

[n.gospic@gmail.com](mailto:n.gospic@gmail.com)

P10 UNIVERSITETI POLITEKNIK I TIRANES (UPT)

Genti Guxho

SHESHI NENE TEREZA 4, null, TIRANA, AL

[gguxho@fim.edu.al](mailto:gguxho@fim.edu.al)

P11 UNIVERSITETI POLIS SHPK (UPOLIS)

Flora Krasniqi

AUTOSTRADA TIRANE DURRES KILOMETRI 5 KASHAR, 1051, TIRANA, AL

[flora\_krasniqi@universitetipolis.edu.al](mailto:flora_krasniqi@universitetipolis.edu.al)

P12 INTERNATIONAL BUSINESS COLLEGE MITROVICA (IBCM)

Muharrem Salihaj

STR. BISLIM BAIGORA NN, 40000, MITROVICA, XK

[m.salihaj@ibcmitrovica.eu](mailto:m.salihaj@ibcmitrovica.eu)

P13 UNIVERZITET U NISU (UNI)

Slavisa Trajkovic

UNIVERZITETSKI TRG 2, 18000, NIS, RS

[slavisa@gaf.ni.ac.rs](mailto:slavisa@gaf.ni.ac.rs)

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 or disseminate the results of the project.

9.2 Any notice or publication which are result of the project, including participation at conferences or seminars, 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 the Grant Agreement and in the Erasmus+ Programme Guide.

9.3 Furthermore, any communication, publication or output resulting from the project, made by beneficiaries jointly or individually, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), must indicate that the project has received European Union funding. All material produced for project activities, training material, projects websites, special events, posters, leaflets, press releases, CD ROMs, etc. must carry the EU logo, available at: <https://ec.europa.eu/regional_policy/information-sources/logo-download-center_en>

9.4 Any publication or video should mention the following sentence: “Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the European Education and Culture Executive Agency (EACEA). Neither the European Union nor EACEA can be held responsible for them.”

9.5 According to the Grant Agreement, the beneficiaries must engage in the following additional communication and dissemination activities: present the project (including project summary, coordinator contact details, list of participants, European flag and funding statement and project results) on the beneficiaries’ websites or social media accounts; for actions involving public events, display signs and posters mentioning the action and the European flag and funding statement; upload the public project results to the Erasmus+ Project Results platform, available through the Funding & Tenders Portal.

**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 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 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 similar 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 causing such a conflict 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 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 any conflict or misunderstanding resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 In case that dispute cannot be resolved in the manner indicated in paragraph 1 of this Article, it should be addressed in writing to the project Steering Committee, 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 require prior approval by the Executive Agency. The following requirements are necessary for the different modifications of the project partnership:

(а) The addition of a project partner requires explanatory letter from the coordinator justifying the addition of the 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 an explanatory letter from the coordinator justifying the withdrawal of the 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, the Executive Agency reserves the right to decide on the continuation of the Grant Agreement.

**Article 17**

**Applicable law and jurisdiction**

17.1 This Agreement is governed by the applicable EU law.

17.2 In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall be resolved in accordance with the Article 43 of the Grant Agreement.

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 the beneficiary fails 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 (Article 32.2 of the Grant Agreement). EU also can initiate beneficiary termination under conditions set out in Article 32.3 of the Grant Agreement.

18.2 The procedure of the Grant Agreement or beneficiary termination is defined in Article 32 of the Grant Agreement.

**Article 19**

***Force Majeure***

19.1 If either parties face a case of *force majeure* (as per defined in article 35 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 breakdown per partner and work package

Annex II - Remuneration modalities of staff involved in the project

Annex III - Reimbursement modalities for travel, subsistence and accommodation costs

Annex IV - Copy of the Grant Agreement

Annex V - Link to Erasmus+ Programme Guide

Annex VI - Link to FAQs

Annex VII - Individual Bank account of each beneficiary organisation

Annex VIII - Link to Reporting process Lump sum

Annex IX - Partner Request for Payment template

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

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| **For the Coordinator**  The legal representative  Prof. Dr. Nebojsa Arsic  Signature and stamp  Done in Kosovska Mitrovica  Date |  | **For UNIVERZA V MARIBORU**  The legal representative  [Name]  Signature and stamp  Done in [City name]  Date [DD/MM/YYYY] |

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| **For the Coordinator**  The legal representative  Prof. Dr. Nebojsa Arsic  Signature and stamp  Done in Kosovska Mitrovica  Date |  | **For POLYTECHNEIO KRITIS**  The legal representative  [Name]  Signature and stamp  Done in [City name]  Date [DD/MM/YYYY] |

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| **For the Coordinator**  The legal representative  Prof. Dr. Nebojsa Arsic  Signature and stamp  Done in Kosovska Mitrovica  Date |  | **For OBUDAI EGYETEM**  The legal representative  [Name]  Signature and stamp  Done in [City name]  Date [DD/MM/YYYY] |

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| **For the Coordinator**  The legal representative  Prof. Dr. Nebojsa Arsic  Signature and stamp  Done in Kosovska Mitrovica  Date |  | **For POLITECHNIKA LUBELSKA**  The legal representative  [Name]  Signature and stamp  Done in [City name]  Date [DD/MM/YYYY] |

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| **For the Coordinator**  The legal representative  Prof. Dr. Nebojsa Arsic  Signature and stamp  Done in Kosovska Mitrovica  Date |  | **For UNIVERZITET U SARAJEVU**  The legal representative  [Name]  Signature and stamp  Done in [City name]  Date [DD/MM/YYYY] |

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| **For the Coordinator**  The legal representative  Prof. Dr. Nebojsa Arsic  Signature and stamp  Done in Kosovska Mitrovica  Date |  | **For UNIVERZITET U ISTOCNOM SARAJEVU**  The legal representative  [Name]  Signature and stamp  Done in [City name]  Date [DD/MM/YYYY] |

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| **For the Coordinator**  The legal representative  Prof. Dr. Nebojsa Arsic  Signature and stamp  Done in Kosovska Mitrovica  Date |  | **For JAVNA USTANOVA UNIVERZITET CRNE GORE PODGORICA**  The legal representative  [Name]  Signature and stamp  Done in [City name]  Date [DD/MM/YYYY] |

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| **For the Coordinator**  The legal representative  Prof. Dr. Nebojsa Arsic  Signature and stamp  Done in Kosovska Mitrovica  Date |  | **For UNIVERZITET ADRIATIK BAR**  The legal representative  [Name]  Signature and stamp  Done in [City name]  Date [DD/MM/YYYY] |

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| **For the Coordinator**  The legal representative  Prof. Dr. Nebojsa Arsic  Signature and stamp  Done in Kosovska Mitrovica  Date |  | **For UNIVERSITETI POLITEKNIK I TIRANES**  The legal representative  [Name]  Signature and stamp  Done in [City name]  Date [DD/MM/YYYY] |

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| **For the Coordinator**  The legal representative  Prof. Dr. Nebojsa Arsic  Signature and stamp  Done in Kosovska Mitrovica  Date |  | **For UNIVERSITETI POLIS SHPK**  The legal representative  [Name]  Signature and stamp  Done in [City name]  Date [DD/MM/YYYY] |

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| **For the Coordinator**  The legal representative  Prof. Dr. Nebojsa Arsic  Signature and stamp  Done in Kosovska Mitrovica  Date |  | **For INTERNATIONAL BUSINESS COLLEGE MITROVICA**  The legal representative  [Name]  Signature and stamp  Done in [City name]  Date [DD/MM/YYYY] |

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| **For the Coordinator**  The legal representative  Prof. Dr. Nebojsa Arsic  Signature and stamp  Done in Kosovska Mitrovica  Date |  | **For UNIVERZITET U NISU**  The legal representative  [Name]  Signature and stamp  Done in [City name]  Date [DD/MM/YYYY] |

**ANNEX I**

**Budget breakdown per partner and work package**

Table I: EU Contribution per WP and Beneficiaries.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Number** | **Beneficiary** | **WP1** | **WP2** | **WP3** | **WP4** | **WP5** | **WP6** | **WP7** | **Total (€)** |
| 1 | UPKM | 24,746.00 | 11,133.00 | 37,030.00 | 6,019.00 | 13,932.00 | 9,054.00 | 16,970.00 | **118,884.00** |
| 2 | UM | 10,059.00 | 3,727.00 | 6,978.00 | 2,375.00 | 2,375.00 | 2,375.00 | 1,367.00 | **29,256.00** |
| 3 | TUC | 10,204.00 | 4,497.00 | 7,161.00 | 2,375.00 | 2,375.00 | 3,942.00 | 1,447.00 | **32,001.00** |
| 4 | OE | 7,297.00 | 4,592.00 | 7,260.00 | 1,283.00 | 2,565.00 | 1,283.00 | 2,650.00 | **26,930.00** |
| 5 | LUT | 7,419.00 | 4,648.00 | 7,390.00 | 1,283.00 | 2,565.00 | 1,283.00 | 2,705.00 | **27,293.00** |
| 6 | UNSA | 6,645.00 | 5,813.00 | 29,545.00 | 3,159.00 | 11,534.00 | 2,375.00 | 6,462.00 | **65,533.00** |
| 7 | UES | 5,642.00 | 5,813.00 | 32,014.00 | 3,159.00 | 11,280.00 | 2,375.00 | 5,094.00 | **65,377.00** |
| 8 | UOM | 6,317.00 | 5,859.00 | 31,596.00 | 3,159.00 | 11,280.00 | 2,375.00 | 6,462.00 | **67,048.00** |
| 9 | AUB | 7,667.00 | 5,859.00 | 23,882.00 | 3,159.00 | 11,280.00 | 2,375.00 | 6,462.00 | **60,684.00** |
| 10 | UPOLIS | 5,654.00 | 5,897.00 | 25,725.00 | 3,159.00 | 11,617.00 | 2,375.00 | 6,492.00 | **60,919.00** |
| 11 | UPT | 5,654.00 | 5,897.00 | 31,241.00 | 3,159.00 | 11,617.00 | 2,375.00 | 6,492.00 | **66,435.00** |
| 12 | IBCM | 4,989.00 | 5,859.00 | 31,063.00 | 3,159.00 | 11,580.00 | 2,375.00 | 6,462.00 | **65,487.00** |
| 13 | UNI | 6,859.00 | 4,648.00 | 7,308.00 | 1,282.00 | 1,282.00 | 4,012.00 | 2,651.00 | **28,042.00** |
| **TOTAL (€)** | | **109,152.00** | **74,242.00** | **278,193.00** | **36,730.00** | **105,282.00** | **38,574.00** | **71,716.00** | **713,889.00** |

**ANNEX II**

**Remuneration modalities of staff involved in the project**

According to [COMMISSION DECISION](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/unit-cost-decision-sme-owners-natural-persons_en.pdf) of 20 October 2020 - authorising the use of unit costs for the personnel costs of the owners of small and medium sized enterprises and beneficiaries that are natural persons not receiving a salary for the work carried out by themselves under an action or work programme (C(2020)7715).

Table II: Personnel Costs rates in EUR per Person-Month.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Country** | **Category** | | | |
| **Manager** | **Teacher** | **Technical staff** | **Administrative staff** |
| Greece | 2,952.00 | 2,466.00 | 1,836.00 | 1,404.00 |
| Slovenia | 2,952.00 | 2,466.00 | 1,836.00 | 1,404.00 |
| Poland | 1,584.00 | 1,332.00 | 990.00 | 702.00 |
| Hungary | 1,584.00 | 1,332.00 | 990.00 | 702.00 |
| Serbia | 1,584.00 | 1,332.00 | 990.00 | 702.00 |
| Kosovo\* | 1,944.00 | 1,440.00 | 1,026.00 | 810.00 |
| Bosnia and Herzegovina | 1,944.00 | 1,440.00 | 1,026.00 | 810.00 |
| Montenegro | 1,944.00 | 1,440.00 | 1,026.00 | 810.00 |
| Albania | 1,944.00 | 1,440.00 | 1,026.00 | 810.00 |

1 Person Month = 18 days

**ANNEX III**

**Reimbursement modalities for Travel, Accommodation and Subsistence**

According to [COMMISSION DECISION](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/unit-cost-decision-travel_en.pdf) of 12 January 2021 - authorising the use of unit costs for travel, accommodation and subsistence costs under an action or work programme under the 2021-2027 multi-annual financial framework (C(2021)35).

Table III.1: Amounts for return air, rail and combined air/rail journey.

|  |  |
| --- | --- |
| **Distance Band (in km)[[1]](#footnote-1)** | **Amount in EUR per return trip** |
| 0 - 100 | 20 |
| 101 - 400 | 180 |
| 401 - 600 | 196 |
| 601 - 800 | 209 |
| 801 - 1200 | 221 |
| 1201 - 1600 | 230 |
| 1601 - 2000 | 295 |
| 2001 - 2500 | 343 |
| 2501 - 3500 | 433 |
| 3501 - 4500 | 527 |
| 4501 - 6000 | 637 |
| 6001 - 7500 | 720 |
| 7501 - 10000 | 961 |
| 10001 - Max | 1,001 |

All distances to be measured using either the rail or flight calculator at the following website: <https://ec.europa.eu/info/calculate-unit-costs-eligible-travel-costs_en>

Table III.2: Amounts for accommodation and subsistence costs[[2]](#footnote-2).

|  |  |  |
| --- | --- | --- |
| **Country** | **Accommodation -Amount in EUR**  **per night** | **Subsistence - Daily Rate in EUR** |
| Greece | 107 | 82 |
| Slovenia | 113 | 84 (55 for student) |
| Poland | 103 | 67 |
| Hungary | 105 | 64 (55 for student) |
| Serbia | 105 | 60 |
| Kosovo\* | 92 | 60 |
| Bosnia and Herzegovina | 90 | 65 |
| Montenegro | 98 | 60 |
| Albania | 101 | 50 |

**ANNEX IV**

**Copy of the Grant Agreement**

Complete text of the Grant Agreement and its annexes is attached to this Partnership Agreement as a separate file.

**ANNEX V**

**Link to Erasmus+ Programme Guide**

<https://erasmus-plus.ec.europa.eu/sites/default/files/2021-09/2021-erasmusplus-programme-guide_v3_en.pdf>

**ANNEX VI**

**Link to FAQs**

<https://erasmus-plus.ec.europa.eu/projects/faqs>

**ANNEX VII**

**Individual Bank account of each beneficiary organisation**

**Bank account details of the beneficiary PX**

**……………………………………………….. (***name of the beneficiary*)

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

Location: …………………………….

Stamp Signature of the beneficiary legal representative

Position: …………………………

Name:…………………………….

**ANNEX VIII**

**Link to Reporting process Lump sum**

<https://webgate.ec.europa.eu/funding-tenders-opportunities/pages/viewpage.action?pageId=8913115>

**ANNEX IX**

**Partner Request for Payment template**

**Partner Request for payment**

**Date** *(date of request of payment)*

For the attention of

**University of Mitrovica**

**Prof. Dr. Nebojsa Arsic**

**FilipaVišnjića bb**

**38220 Kosovska Mitrovica**

**Kosovo\***

Reference number of the Grant Agreement: **101082187 — DGTRANS — ERASMUS-EDU-2022-CBHE**

Title of the grant Contract: **Transport of Dangerous Goods- Modernization of Curricula and Development of Trainings for Professionals in the Western Balkans HEIs (DGTRANS)**

***Name and address of the Project Partner:***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Postal address:***

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

Dear Sir/Madam,

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

The amount requested is ***amount*.€**

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

Stamp Signature of the beneficiary legal representative Position:………………………… Name:…………………………….

1. This is the one way distance between the departure and arrival point, corresponding to the amount for the return journey. [↑](#footnote-ref-1)
2. Amounts refer to the country to which the participants travel, i.e. the host country where the event is held. [↑](#footnote-ref-2)