

Partnership Agreement

Grant Agreement Number: 2015-3211/001-001

Project Name: KyrMedu / Advancing University Education in Biomedical Engineering and Health
Management in Kyrgyzstan

Project Reference Number: 561894-EPP-1-2015-1-DE-EPPKA2-CBHE-JP

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

Westsächsische Hochschule Zwickau
Dr. Friedrichs Ring 2A
PO BOX 201037
D-08056 Zwickau

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by Prof. Dr. Gunter Krautheim, university rector, the legal representative as defined in the Grant Agreement 2015-3211/001-001,

and the following beneficiary:

Kyrgyz State Technical University named after I. Razzakov – established in Kyrgyzstan

hereinafter referred to as the "beneficiary", 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 "beneficiary", 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 *KyrMedu / Advancing University Education in Biomedical Engineering and Health Management in Kyrgyzstan* (hereinafter referred to as the "project").
- 1.2 The coordinator and the beneficiary, 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 2015-3211/001-001, 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 20 of the present Agreement for the list of annexes).
- 1.4 The coordinator and the beneficiary 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 the project.

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 beneficiary and the Executive Agency, and inform the beneficiary of any relevant communication exchanged with the Executive Agency;
- (c) inform the beneficiary 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 the beneficiary, transfer funds to the beneficiary 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 beneficiary, as per the dispositions of Article I.4 of the Grant Agreement;
- (h) provide one copy of this Agreement duly signed to the beneficiary and to the Executive Agency within 6 months of the signature of the Grant Agreement.
- (i) provide the beneficiary 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 beneficiary 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 the beneficiary (excluding the coordinator).

The 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 (as per the Grant Agreement AND as communicated through the project website <http://kyrmedu.informatik.fh-zwickau.de>) to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;
- (e) notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.

Article 4 Financing the action

- 4.1 The maximum Erasmus+ grant contribution to the project beneficiary for the contractual period covered by the Grant Agreement amounts up to 54.468,00 EUR.
- 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 "reimbursement of actual costs" up to a maximum of the "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 The estimated budget breakdown per funding source, beneficiary and budget category is given in Annex I of this Agreement and is highly confidential.

Article 5 Payment arrangements

- 5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to the individual beneficiary using the account stipulated in Annex VI of this Agreement.
- 5.2 The transfer of the Erasmus+ grant contribution to the beneficiary will be implemented in accordance with the following timetable and procedure:

Reimbursement of costs incurred

Within 30 days of receipt of the necessary proofs of expenditure/activity (as specified in the Guidelines for the Use of the Grant), the coordinator will reimburse to the beneficiary's account specified in Annex VI of this Agreement the [part of the] costs actually incurred in accordance with the estimated budget breakdown identified under Annex I of the Agreement.

- 5.3 The 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 the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the beneficiary 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 following procedure will apply:

The beneficiary responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator.

- 5.5 The costs of financial transfers shall be borne as following:

- The costs of dispatch/receipt charged by the bank of the coordinator/beneficiary, and costs of repeated transfers caused by one of the parties will be reimbursed up to the amount still available in the respective unit costs of the respective work packages.

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 beneficiary commits to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.
- 6.2 The coordinator shall provide the beneficiary 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.
- 6.3 The beneficiary 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 and 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 use the procedure and amounts described hereafter (in Annex II and III of this Agreement):
- The beneficiary's reimbursement of costs will be based on the reimbursement of actual costs incurred (with a maximum of the respective unit costs).
- 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. For equipment surmounting the sum of 400 EUR the beneficiary shall invite three offers out of which the coordinator will pick the most suitable offer or, in the case of unsuitability of all three offers, will obtain an additional offer.
- 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.
- 7.6 Penalties in the case of poor, partial, late implementation or non-compliance are laid down in the Grant Agreement (especially in Articles II.15, II.16, and II.17).

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. Frank Grimm
Dr.-Friedrichs-Ring 2a
08012 Zwickau
Email: Frank.Grimm@fh-zwickau.de

For the beneficiary:
Dr. Mirlan Chynybaev
Aitmatov Avenue 66
720044 Bishkek, Kyrgyz Republic
Email: chynybaev@gmail.com

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 beneficiary 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 beneficiary 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 beneficiary 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 projects 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 Applicable law and jurisdiction

16.1 This Agreement is governed by the German law, being the law of the coordinator's country.

16.2 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.

16.3 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.

16.4 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.

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

Article 17 Termination of the Agreement

17.1 In the event that the beneficiary fails to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate its participation in the project, upon formal written authorisation by the Executive Agency.

17.2 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 18 *Force Majeure*

18.1 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.

18.2 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 19 Amendments

19.1 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.

19.2 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 20 Annexes

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

Annex II - Remuneration modalities of staff involved in the project.

Annex III – Reimbursement modalities for travel and costs of stay.

Annex IV - Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment (pp.1-39, 47-80, 82-96).

Call for Proposal EAC/A04/2014: KyrMedu / Advancing University Education in Biomedical Engineering and Health Management in Kyrgyzstan: DETAILED DESCRIPTION OF THE PROJECT.

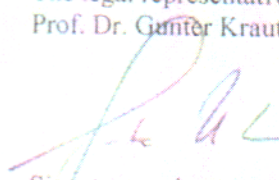

Annex V - link to Guidelines for the Use of the Grant.

Annex VI - Individual Bank account of the beneficiary organisation.

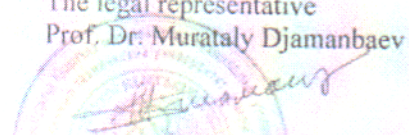
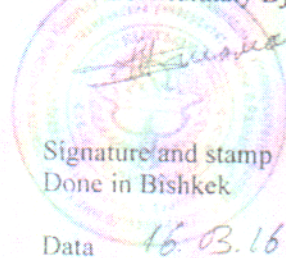
Annex VII - Internal Reporting forms.

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

For the Coordinator
The legal representative
Prof. Dr. Guntar Krautheim


Signature and stamp
Done in Zwickau
Date 31. MRZ. 2016


For the Beneficiary
The legal representative
Prof. Dr. Murataly Djamanbaev


Signature and stamp
Done in Bishkek
Date 16.03.16


Annexes

- I Sums as per budget category for the whole period of the project amount up to:
- staff costs – 11.148,00 EUR
 - travel costs – 13.080,00 EUR
 - costs of stay – 19.440,00 EUR
 - equipment costs – 8.300,00 EUR
 - subcontracting costs – 2.500,00 EUR
- II Remuneration modalities of staff involved in the project:
- The beneficiary will be reimbursed for providing manpower necessary for compliance of the tasks and duties laid down in the work packages.
- The reimbursement is based on the unit costs for the respective staff categories.
- III Reimbursement modalities for travel and costs of stay:
- The reimbursement for travel and costs of stay is based on actual costs incurred.
 - The maximal reimbursement of costs of travel corresponds to the respective unit costs as per unit chart.
 - The maximal reimbursement of costs of stay is 91,00 EUR.
 - The daily allowance for each day of travelling is 24,00 EUR.
 - All travels have to be approved by the project coordinator prior travelling. The beneficiary submits a travel application form before the planned travel.
- IV Grant Agreement (pp.1-39, 47-80, 82-96) + detailed project description
- V 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_-_cbhe_version_15.12.2015.pdf
- VI The beneficiary commits to open a bank account solely for this project. All reimbursements will be transferred to this account. Only the legitimized KyrMedu project manager of the respective university shall be authorized to access this account and to disburse remunerations to the project staff.
- VII Internal reporting forms will be available for download on the project website.

Feb. 07 17P
JHB