



Co-funded by the
Erasmus+ Programme
of the European Union

Partnership Agreement Number 2019-1956 / 009

609557-EPP-1-2019-1-LV-EPPKA2-CBHE-JP

Development of practically-oriented student-centred education in the field of modelling of Cyber-Physical Systems", Acronym "CybPhys".

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

Riga Technical University
Kalku street 1, Riga, LV-1658,

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by Vice-Rector for Education Uldis Sukovskis, in accordance with the Rector's order No.01000-1.1/21 from January 26, 2015,

and the following beneficiary:

Kharkiv National Automobile and Highway University – KhNAHU
Yaroslava Mudrogo st, 25, Kharkiv, 61002, Ukraine

hereinafter referred to as the "beneficiary", represented for the purposes of signature of this Agreement by legal representative, Georgiy Tokhtar Vice Rector for Research & Pedagogy, and International Contacts, according to the Lear appointment Letter № 2635/01 from 04.09.2019.

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 "Development of practically-oriented student-centred education in the field of modelling of Cyber-Physical Systems", Acronym "CybPhys" (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 2019 – 1956 / 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.

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 The 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 beneficiaries and the Executive Agency, and inform the beneficiaries of any relevant communication exchanged with the Executive Agency;
- (c) inform the beneficiaries of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (d) as the sole recipient of payments on behalf of beneficiary, transfer funds to the beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;

- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the beneficiaries, as per the dispositions of Article I.4 of the Grant Agreement;
- (h) provide one copy of this Agreement duly signed to beneficiary and to the Executive Agency within 6 months of the signature of the Grant Agreement;
- (i) provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the Guidelines for the Use of the Grant, the various reports templates and any other relevant document concerning the project;
- (j) transmit to the beneficiaries copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.

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

Beneficiary undertakes to:

- (a) ensure adequate communication with the coordinator and with the other beneficiaries;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement;
- (c) submit in due time to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;
- (e) notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.

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 97 441.00 and shall take the form as stipulated in Annex III of the Grant Agreement.

4.2 The Erasmus+ grant contribution is awarded to the partnership under the form of:

- a "*reimbursement of actual costs*" for Equipment and Subcontracting costs;
- a "*unit contribution*" to the costs incurred for staff costs, travel costs and costs of stay

4.3 The grant contribution to the project is intended to cover only part of the costs actually incurred by the beneficiaries in carrying out the activities foreseen. The beneficiaries commit to provide additional resources to the project so as to ensure its full implementation in accordance with the Grant Agreement.

4.4 Full details of the estimated budget breakdown per funding source, and budget category is expressed in Euros, in accordance with the Grant Agreement:

Staff costs	24 976.00
Travel costs	12 655.00
Costs of stay	27 810.00
Equipment	32 000.00
Subcontracting	0
Total grant contribution	97 441.00

Article 5 Payment arrangements

5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to beneficiary using the account stipulated in this Agreement.

Name and Address of the Account Holder:	Kharkiv National Automobile and Highway University, Yaroslava Mudrogo str. 25, Kharkiv, 61002, Ukraine
Name of Bank:	JSC "ALFA-BANK"
Address of Branch	100 Velyka Vasylkivska str., Kyiv, 03150, Ukraine (Kharkovskoe № 29, Branches city Kharkiv, Alchevskikh str., 1)
Full account number (including bank codes)	Intermediary Bank: KBC Bank NV Brussels, Belgium SWIFT: KREDBEBB Beneficiary Bank: acc. BE42488592148254 JSC "ALFA-BANK" Kyiv, Ukraine SWIFT: ALFAUAUK Beneficiary: Account number - UA253003460000025306026680701
IBAN account code	UA253003460000025306026680701

5.2 The transfer of the Erasmus+ grant contribution to individual beneficiaries will be implemented in accordance with the following timetable and procedure:

The Coordinator shall pay the Partner for work completed satisfactorily according to the description and schedule of this work. Payment to the Partner shall be made according to the following planned schedule:

- **First instalment of pre-financing:** the Coordinator will transfer 30% of the Partner's Executive Agency contribution except funding for equipment equal to 19 632.00 EUR, after signing the Partnership Agreement, provided that the Coordinator has received the pre-financing from the Executive Agency and bank details are correctly provided by the Partner.
- After receiving invoices and/or other supporting documents, the Coordinator will transfer to Partner contribution provided by the Executive Agency for equipment without unjustified delay, at total maximum of 16 000.00 EUR.
- **Second payment:** the Coordinator will transfer 20% of the Partner's Executive Agency contribution excepted funding for equipment equal to 13 088.00 EUR, if the Partner provides

eligible and full supporting documentation on project expenditure and the First intermediate report.

- **Third payment:** After receiving the second payment from the Executive Agency, the Coordinator will transfer 40% of Partner's total Executive Agency contribution, if the Partner provides eligible and full supporting documentation on project expenditure of at least 70% of the previous installments and the Second intermediate report.
- **Balance payment:** All outstanding payments to cover actual eligible expenditures that have not been received in previous instalments (see above), will be paid to the Partner within 30 days after the Coordinator receives the final payment from the Executive Agency, on condition that the Partner has provided the requested eligible supporting documentation and submitted the Final report to the Coordinator within the foreseen deadline.

5.3 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 beneficiaries will be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period. Beneficiary may use own co-financing of the project activities during the project periods, until the Coordinator provided the next scheduled advance payment or transferred a balance payment.

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:

- 1) the beneficiary responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator.
- 2) the beneficiary commit to take in charge a percentage of the ineligible amount(s) corresponding to their share of the Erasmus+ grant and will reimburse it to the coordinator.

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 commit 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.

Deadlines for Partner Reports are the following: 15th of September 2020; 15th May of 2021; 15th January of 2022 and 30th November 2022.

6.2 The coordinator shall provide the beneficiaries with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO currency.

6.3 The beneficiaries shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for a period of 5 years after the payment of the final balance under the Grant Agreement. The coordinator may reject any item which cannot be justified in accordance with the rules set out by the Executive Agency in the Grant Agreement and in the Guidelines for the Use of the Grant.

Article 7

Budgetary and financial management

7.1 The Erasmus+ grant contribution to the project's staff costs, travel costs and costs of stay will be calculated on the basis of "unit contributions" whose individual amounts are specified in the Erasmus+ Programme Guide, 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 apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant.

7.3 The Erasmus+ grant contribution to the project's equipment and subcontracting costs will be based on the justification of the costs actually incurred. This justification will take the form of the support documentation specified in the relevant section of the Guidelines for the Use of the Grant.

7.4 The beneficiaries confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.

7.5 Each beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in project activities.

Article 8

General administrative provisions

8.1 Any important project related communication between the parties shall be done in writing and addressed to the appointed project manager of each beneficiary, as per the details below:

For the coordinator:

Anatolijs Zabasta

Azenes 12/1, off. 503, Riga, Latvia, LV-1048

e-mail: Anatolijs.zabasta@rtu.lv, Anatolijs.zabasta@gmail.com

For the beneficiary:

Andrii Hnatov

Kharkiv National Automobile and Highway University

Yaroslava Mudrogo str. 25, Kharkiv, 61002, Ukraine

e-mail: kalifus76@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 beneficiaries shall ensure adequate promotion of the project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the project.

9.2 Any notice or publication by the project, including at a conference or a seminar, must specify that the project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.15 and I.16 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

Article 10
Confidentiality and data protection

10.1 The coordinator and the beneficiaries undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

10.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article II.6 and II.7 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.8 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

Article 12
Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

Article 13
Conflict of interest

13.1 The coordinator and beneficiaries must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

13.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the coordinator without delay, and the beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

13.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

Article 14
Working languages

14.1 The working language of the partnership shall be English and Russian¹.

¹ The working language must be understood and spoken by all parties involved in the consortium.

14.2 Both parties commit in allocating to the project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 15 Conflict resolution

15.1 In case of conflict between the project partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 If the conflict is not resolved within 5 (five) working days by amicable arrangement of the beneficiaries, conflict is being resolved according to provisions of Article 16 of this Agreement.

Article 16 Applicable law and jurisdiction

16.1 This Agreement is governed by the laws of Republic of Latvia, 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 any of the beneficiary fail to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate beneficiaries' 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.

17.3 According to Article 11.3 of the International and Republic of Latvia National Sanctions Law, coordinator has rights to terminate Agreement if it is impossible execute the Agreement due to International or national sanctions or sanctions imposed by a Member State of the European Union or of the North Atlantic Treaty Organization affecting a significant financial and capital market interest have been applied during the execution of the Agreement.

Article 18
Force Majeure

18.1 If either parties face a case of *force majeure* (as per defined in article II.15 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 - Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.

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
Uldis Sukovskis
RTU Vice-Rector for Education

Signature and stamp
Done in Riga

Date

22/01/2020



For the Beneficiary
The legal representative
Georgiy Tokhtar
Vice Rector for Research & Pedagogy, and
International Contacts of KhNAHU

Signature and stamp
Done in Kharkiv

Date

24.12.2019

