

## **Partnership Agreement**

**Acronym:** EQIWBC

**Project Title:** Improvement of Partnership  
with Enterprises by Enhancement  
of a Regional Quality Management Potentials in WBC

**Project Number:** 543662-TEMPUS-1-2013-1-ME-TEMPUS-JPHES

**Project Title:** Improvement of Partnership with Enterprises by Enhancement of a Regional Quality Management

Potentials in WBC (EQIWBC)

**Number of the Partnership Agreement: 543662/2013/VTSKG**

between

University of Montenegro, Cetinjska 2, 81000 Podgorica, Montenegro  
represented by Prof. Dr Predrag Miranović,  
the Rector of University,  
hereinafter referred to as UoM.;

and

Technical College of Professional Studies, Kosovska 8, 34000 Kragujevac, Serbia  
represented by Prof. Dr Miroslav Božović,  
Director,  
hereinafter referred to as VTSKG.;

### **1. Subject of the Partnership Agreement**

The subject of this Partnership Agreement is to define the organisation of the partnership by regulating the rights and obligations of the coordinator and the partner in order to successfully implement the Tempus project.

The respective Grant Agreement (AGREEMENT NUMBER - 2013-4575/001-001), signed between the University of Montenegro and the Education, Audiovisual and Culture Executive Agency on 10.12.2013 are integral parts of this contract (see the list of annexes), and takes precedence over it. In more detail, all terms and conditions, articles, annexes and guidelines stated in the Grant Agreement for this project are part of this contract. The UoM and VTSKG shall be bound to this contract and the Grant Agreement for this project. This includes any further amendments to the Grant Agreement which are approved by the Executive Agency.

On the basis of the present contract, the UoM and the VTSKG shall contribute to the achievement of the requirements of the Grant Agreement together with the other parties (co-beneficiaries) performing project actions in accordance with the terms and conditions as stated in the present contract. The parties to the present contract shall carry out the work in accordance with the timetable using their best efforts to achieve the results specified therein and shall carry out all of their responsibilities under the present contract in accordance with recognised professional standards.

### **2. Duration of the Agreement**

This agreement shall come into force on the day when it has been signed by all parties, but shall have retroactive effect from the start of the eligibility period. It shall remain in force until the UoM has discharged in full its obligations arising from the Tempus grant agreement with the Executive Agency.

### **3. Payment of funds and modalities**

a) The UoM will transfer the funds to the VTSKG account for eligible activities that fully comply with the Workplan only, in accordance with the Grant Agreement and project performance.

The grant received by the VTSKG has to be strictly and solely dedicated to the project funding in accordance with the guidelines and regulations of the Grant Agreement

The funds to be paid to VTSKG shall be paid into the following institutional bank account:

Name and Address of the Account Holder:	Technical College of Professional Studies, Kosovska 8, 34000 Kragujevac, Serbia
Name of Bank:	NATIONAL BANK OF SERBIA
Address of Bank:	17 Nemanjina St, 11 000 Beograd



IBAN - International Bank or Account Number:	RS35908500101014594003 500101-100145940
Bank or Swift Code:	NBSRRSBG

The VTSKG is obliged to use the given funds exclusively for the purposes defined by the Project, and in accordance with terms and provisions of this Agreement and the Grant Agreement.

b) In the following table the planned VTSKG budget is given according to the categories of project expenses, and is expressed in Euros, in accordance with the Grant Agreement:

**PARTNER 9 – VTSKG (RS)**

Costs	Amount in EUR
Staff cost	3,980.00 €
Travel cost	6,160.00 €
Cost of stay	
Equipment cost	0.00 €
Printing and publishing	0.00 €
Other costs	0.00 €
Total direct eligible costs	10,140.00 €
Indirect costs	0.00 €
Total eligible costs	<b>10,140.00 €</b>
Total EU contribution	10,140.00 €
Total partner contribution (co-financing)	0.00 €
In Total	<b>10,140.00 €</b>

These expenses should be eligible costs in line with the provisions of the Grant Agreement.

At the end of the project, the spent amounts may be lower than the ones initially planned, in case the real expenses are less than expected ones. They shall under no circumstances exceed the stated expenses.

The final amount paid to the VTSKG by the UoM will be defined only once the total Tempus grant has been confirmed by the Executive Agency (according to art. II.17 of the Grant Agreement) after the end of the project.

c) The UoM shall pay the VTSKG for work completed satisfactorily according to the description and schedule of this work. Payment to the VTSKG shall be made according to the following planned schedule:

- First instalment of pre-financing: The UoM will transfer 60% of the VTSKG total direct costs budget, after the signing of the present contract, provided that the UoM has received the pre-financing from the Executive Agency and bank details are correctly provided by the partner.
- Second instalment of pre-financing: The UoM will transfer 30% of VTSKG direct costs budget, after the UoM has received the second pre-financing from the Executive Agency, provided that the partner provides eligible and full supporting documentation on project expenditure of at least 70% of the first instalment.
- Balance payment: All outstanding payments to cover actual eligible expenditures that have not been received in previous instalments (see above), taking into account the co-financing share, will be paid to the VTSKG within 30 days after the UoM receives the final payment from the Executive Agency, on condition that the VTSKG has provided the requested eligible supporting documentation and submitted the financial table to the UoM within the foreseen deadline. In case that actual eligible expenditure is lower than previously received instalments and parts of the funds have not been consumed until the end of the project, these funds are to be reimbursed to the UoM at the end of the project.

**4. Irregularities and repayment of funds**

If the Executive Agency should – based on the provisions of the grant agreement – request the repayment of EU contribution from the UoM, the UoM shall ask the VTSKG that has caused the irregularity resulting in repayment of the EU contribution unduly paid according to the request of the Executive Agency.

The VTSKG has to repay the requested EU contribution together with the interests chargeable to the UoM.

The VTSKG has to respect the deadline given by the Executive Agency to the UoM for the repayment of EU contribution. The partner has to transfer the requested EU contribution together with the interests chargeable to the UoM 30 (thirty) days before the abovementioned deadline.

## **5. Management of project and consortium decision making modalities**

In case the consortium set up a Steering Committee, the following rules shall apply:

- Composition: Contact person, defined in Application Form, of each partner shall be member of the Steering Committee (SC), with a proper mandate to negotiate on behalf of his/her institution. The participants may temporarily appoint a deputy to the SC.
- Meetings: the Chairman of each meeting shall be the SC member coming from the host participant. The Chairman and UoM will jointly prepare in advance the agenda of the meeting, which will be reviewed by the other members and released and circulated by the Chairman.  
Members and/or deputy members will attend the meeting.  
The Chairman will take minutes of the meeting and send the minutes for comments to the SC members within 15 working days; if no objections are raised within 10 working days, the minutes shall be considered as approved.
- Decision Making: at each SC meeting, no less than two-thirds of the members shall constitute a quorum. Decision-making will be by qualified majority (greater than 66%) among the present members (one vote per member).  
In case that the UoM has profound objections concerning the compliance of a taken decision with the grant agreement or the legal basis of the TEMPUS programme, the decision shall be frozen until the UoM, will have clarified the matter with the Executive Agency. In case that no compliance should be asserted the decision will be cancelled.

## **6. Specific obligations of the UoM**

The UoM shall take all the steps needed to correctly manage the project in accordance with the Application Form submitted to the Executive Agency and the Grant Agreement.

In addition the UoM shall:

- provides the copy of the Grant Agreement for the VTSKG ;
- keep the VTSKG informed on a regular basis about all relevant communication between the UoM and the Executive Agency;
- inform the VTSKG about all essential issues connected to the project implementation without any delay;
- be responsible for the verification that the expenditure declared by the VTSKG has been incurred only for the purpose of implementing the project and corresponds to the activities agreed between the partners in the frame of the submitted Application Form;
- submit Intermediate Report and Final Report to the Executive Agency for the deadline given in the Grant Agreement and its annexes;
- transfer funds to the VTSKG in two (or more) instalments as defined in the Article 3, paragraph c of this Agreement.

## **7. Specific obligations of the VTSKG**

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

In addition the VTSKG shall:

- commit themselves to do everything in their power to foster the implementation of the project;
- support the UoM to fulfil its tasks according to the Grant Agreement;
- provide the UoM without any delay with any information needed to draw up the Intermediate Report and the Final Report, to react on any request by the Executive Agency, or provide with any further information needed by the UoM;
- inform the UoM immediately about any circumstance that could lead to a temporary or final discontinuation of the project;



- maintain either a separate accounting system or an adequate accounting code for all transactions relating to the project;
- inform the UoM on any changes related to the bank account where the part of the Executive Agency contribution shall be transferred by UoM;
- complete the activities foreseen for each reporting period of the project implementation;
- have the expenditures incurred and paid in the given reporting period defined in Article 9 of this agreement and submit the supporting documents on validation of expenditure to the UoM. The expenditure of the partner not covered by supporting documents on validation of expenditure in the given reporting period can be requested only for the next reporting deadline following to the reporting period concerned;
- comply with Tempus and national rules, including rules on public procurement, state aid, publicity and equal opportunities;
- be responsible for the sound financial management of the funds allocated to the project part
- agree with the partners of the project before submission of any request for amendment of the grant agreement to the Executive Agency.

## **8. Obligations of the UoM and VTSKG**

- The VTSKG is directly and exclusively responsible towards the UoM for the due implementation of its respective contribution to the project and for the proper fulfilment of its obligations as set out in this agreement. Should a partner not fulfil its obligations under this contract in due time, the UoM shall admonish him to fulfil them within a reasonable period of time. The VTSKG will undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the UoM may decide to debar the VTSKG concerned from the project with approval of the other partners. The Executive Agency shall be promptly informed of such an intended decision by the UoM and the change in the partnership has to be approved by the Executive Agency according to the provisions of the grant agreement.
- The VTSKG shall take the financial responsibility for the EC contribution and the related own contribution for the project.
- In case of irregularities the UoM bears the overall responsibility towards the Executive Agency for the repayment of the amounts unduly paid. By way of the derogation from this principle if the irregularity is committed by VTSKG, the VTSKG shall repay to the UoM the amounts unduly paid.

## **9. Accounting, Record Keeping and Reporting**

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

The VTSKG is fully responsible for the correct delivery of the declaration of expenses and the appropriate application of accounting system. In more detail, the VTSKG shall comply with the following:

- to accept the liability for the adequate and orderly accounting of this project according to the rules and regulations of the Grant Agreement for this project.
- to be aware of the fact that the UoM will not compensate for the ineligibility of costs caused by any violation of the Grant Agreement or this contract, for which the VTSKG is responsible. Any costs which would be assessed as ineligible by the Executive Agency within their final report assessment need to be reimbursed by the VTSKG to the UoM who confirms to forward the ineligible amount to the Executive Agency.
- To make available any documentation on project finance and activities required by the Executive Agency
- To keep a record of any expenditure incurred under the Project and all proofs and related documents for five years after the end of the period covered by the present contract.

b) The UoM will provide VTSKG with the appropriate forms for the declaration of expenses and the respective instructions for their completion.

Only the UoM can submit technical implementation reports and financial statements to the Executive Agency by providing proof of progress of the project. Therefore, in order to provide adequate information on the progress of the project, the VTSKG has to submit a Report to the UoM consisting of an activity report describing the activities carried out and their outputs and results during the reporting period, and a financial report presenting the costs incurred in accordance with the approved Application Form. Deadlines for Partner Reports are the following:

- I Partner Report – 15<sup>th</sup> December 2014. (includes realization period from 1.12.2013. to 15.12.2014)
- II Partner Report – 15<sup>th</sup> December 2015. (includes realization period from 15.12.2014. to 15.12.2015)
- III Partner Report – 1<sup>st</sup> December 2016. (includes realization period from 15.12.2015. to 30.11.2016)



The VTSKG has to respect the reporting deadlines of the grant agreement, and submit their Partner Report and supporting documents on validation of expenditure to the UoM in due time as requested by the UoM, until 10 (ten) working days. Partner Reports and supporting documents on validation of expenditure not submitted to the UoM within the set deadline will not be included in the progress report of the UoM to be submitted to the Executive Agency.

c) The Partner Reports should be drawn up in Euro. In case that VTSKG is from the country which has not adopted the Euro as its currency and is participating in the project, the VTSKG shall convert into Euro the amounts of expenditure in the list of invoices incurred in national currency before submission for validation. The expenditures shall be converted into Euro using the accounting exchange rate established by the Commission, of the month in which the transfers from the Executive Agency are received in the UoM account (see question n. 90 of the FAQ document).

Practically this means that:

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

Exchange rate can be found on the Internet: (<http://ec.europa.eu/budget/inforeuro/index.cfm?Language=en>).

## **10. Intellectual property**

The cooperation under this project is regarded as a strategic partnership. Beneficiaries make in-kind contributions and offer their intellectual know-how to get a collective product. Copyrights will be respected as follows:

- Material already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights have to be strictly safeguarded, permission for reproduction and scale of reproduction have to be settled beforehand.
- Where beneficiaries develop material within the scope of the project this material will be available for the partnership as a means within the common goals set in the partnership.
- Collective products in tangible form, like manuals, CD-ROMs, online data as the authorised result of this project work may be disseminated and translated into the respective beneficiary's official language(s) for free as long as they are not marketed for profit. Throughout the contractual period of the project the partnership is the proprietor of the product.

## **11. Audits**

For audit purposes the VTSKG shall:

- keep at the Commission's disposal all original documents, especially accounting and tax records, or in exceptional and dully justified cases, certified copies of original documents relating to the grant agreement for a period of 5 years from the date of payment of the balance specified in Article I.4 of the grant agreement;
- enable the responsible auditing bodies of the UoM and any other outside body authorized by the Executive Agency to audit of the use made of the grant;
- give these authorities any information about the project they request;
- give them access to the accounting books and accounting documents and other documentation related to the project, whereby the auditing bodies decide on this relation. Such audits may be carried out throughout the period of implementation of the grant agreement until the balance is paid and for a period of 5 years from the date of payment of balance;
- give them access to their sites and business premises during the ordinary business hours and also beyond these hours by arrangement;
- provide the UoM with any information needed related to such an audit without any delay.

## **12. Information and Publicity**

Any publicity measure undertaken by the VTSKG must follow the rules applicable to the visibility of EC education and culture programmes, and be in accordance to Article II.5 of the Grant Agreement.

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

The VTSKG takes note of the fact that the results of the project as well as any study or analysis produced in the course of the project will be made available to the public and they agree that the results of the project shall be available for all partners and for the public free of charge.

### **13. Changes in the Project Partnership**

Being aware of the fact that all changes in the partnership must be notified and requires prior approval by the Commission. The following requirements are necessary for the different modifications of project partnership:

- Addition of a project partner requires endorsement from the new member (signed by the legal representative), acceptance letters from all other partners (signed by the contact persons) and a mandate signed between the UoM and the new co-beneficiary. These will be forwarded by the UoM with the request;
- Withdrawal of a Project Partner requires written explanation from the UoM and a withdrawing Project Partner, signed by the legal representative. Where the minimum partnership requirements are no longer fulfilled the Executive Agency reserves the right to decide on the continuation of the grant agreement;
- Changes of contact person for the partner require written confirmation signed by the new contact person and by the legal representative of VTSKG and by the former contact person.
- In case the VTSKG withdraws from the project or is debarred from it the remaining partners will undertake to find a rapid and efficient solution to ensure the further proper project implementation without any delay. Consequently, the Project Partners will endeavour to cover the contribution of the withdrawing Project Partner, either by assuming its tasks by one or more of the present Project Partners or by asking one or more new participants to join the project partnership, regarding the respective programme provisions.
- The provisions set for audits in Article 11 remain applicable to the partner that backed out of the project or was debarred from the project.

### **14. Language**

The working language of the partnership shall be English. Any official internal document of the operation shall be made available in the language of the grant agreement, i.e. in English.

### **15. Conflict resolution**

Conflict resolution will be defined and formalised at the first kick off meeting of the consortium.

### **16. Competent and applicable law**

- a) This agreement is governed by the law of the Republic of Montenegro, being the law of the country of the UoM.
- b) This partnership agreement is concluded in English. In case of a translation of this agreement and its annexes into another language than English, the English version shall prevail.
- c) The parties will make an effort to settle any disputes arising from this agreement out of the court.
- d) In case of any dispute on matters under this Contract, which cannot be resolved by an amicable settlement, it will fall within the jurisdiction of the Courts of Podgorica to resolve the dispute under the law of the Republic of Montenegro.

### **17. Other provisions**

- a) Any amendments to this agreement shall be in writing signed by the UoM and the partners.
- b) Amendments and supplements to the present agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such.



c) If any provision in this agreement should be wholly or partly ineffective, the remaining provisions remain binding for the parties. In this case the parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.

d) The UoM and the partners commit themselves to taking measures to ensure that all staff members carrying out the work respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties or use it without prior written consent of the coordinator and the partner.

e) 3 (three) original copies will be made of this agreement; of which each party keeps one original and one original is attached to the Grant agreement.

## **18. Termination**

In the event that the VTSKG fails to perform any obligations under the present contract or the Grant Agreement, the UoM may terminate or cancel this agreement. If the VTSKG or the UoM breaches the terms of the present contract, the other parties shall have the right to terminate this contract.

The UoM shall have the right to terminate the present contract if the VTSKG has made false declarations to the UoM on work carried out or on expenditure. If the present contract is so terminated, the UoM may require the VTSKG to reimburse all or part of the payments made under this contract.

The grant is governed by the terms of the Agreement and the applicable rules of the European Union.



## Annexes

Grant Agreement: A copy of the Grant Agreement signed between the coordinator and the Executive Agency

Annex I of the Grant agreement: Description of the action

Annex II of the Grant agreement: Estimated budget of the action

Annex IV of the Grant agreement: Deadlines for reports

Annex V of the Grant agreement: List of co-beneficiaries

Guidelines for the use of the grant

## Signatures

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

### For the UoM

Prof. Dr Predrag Miranović

Name of the legal representative

the Rector of University

Position

.....  
Date and Place

.....  
Signature

Stamp of the institution

### For the VTSKG

Prof. Dr Miroslav Božović

Name of the legal representative

Director

Position

18.02.2014, Kragujevac

.....  
Date and Place

.....  
Signature

Stamp of the Institution

