

**ERASMUS-EDU-2023-CBHE  
ERASMUS Lump Sum Grants**

**Partnership agreement between  
KARLSHOCHSCHULE GEMEINNUTZIGE GMBH and SHOTA MESKHIA  
STATE TEACHING UNIVERSITY OF ZUGDIDI**

The present agreement has been drafted in the context of the project  
**Redefining Higher Education on a digital context and mainstreaming a common inclusive and  
green structure based on EU best practices and policy recommendations**

**PROJECT NUMBER: 101128509**

**funded by the European Education and Culture Executive Agency  
(hereinafter called "Action"),**

shall govern relations between:

**Name:** KARLSHOCHSCHULE GEMEINNUTZIGE GMBH

**Legal Representative (LEAR):** Prof Dr Robert Lepenies

**Address:** KARLSTRASSE 36 38, KARLSRUHE 76133, Germany

hereinafter called the **"Coordinator"**,

on the one hand

and

**Name:** SHOTA MESKHIA STATE TEACHING UNIVERSITY OF ZUGDIDI

**Legal Representative:** Teona Khupenia

**Address:** Janashia 14, Zugdidi 2100, Georgia

hereinafter called the **"Partner"**,

on the other hand

which have agreed the following:

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## **1. General data**

**Project number:** 101128509

**Project name:** Redefining Higher Education on a digital context and mainstreaming a common inclusive and green structure based on EU best practices and policy recommendations

**Project acronym:** RE-DIRECTION

**Call:** ERASMUS-EDU-2023-CBHE

**Topic:** ERASMUS-EDU-2023-CBHE-STAND-2

**Type of action:** ERASMUS Lump Sum Grants

**Granting authority:** European Education and Culture Executive Agency

**Grant managed through EU Funding & Tenders Portal:** Yes (eGrants)

**Project starting date:** fixed date: 1 November 2023

**Project end date:** 31 October 2026

**Project duration:** 36 months

**Consortium agreement:** Yes

## **2. Grant**

**Maximum grant amount, total estimated eligible costs and contributions, and funding rate:**

**Maximum grant amount, total estimated eligible costs and contributions and funding rate:**

Maximum grant amount (Annex 2)	Maximum grant amount (Award decision)
719.984,00€	719.984,00€

**Grant form:** Lump Sum

**Grant mode:** Action grant

**Budget categories/activity types:** Lump sum contributions

**Cost eligibility options:** n/a

Budget flexibility does not apply; changes to the estimated budget (lump sum breakdown) always require an amendment (see Article 39 GA).

Amendments for transfers between work packages are moreover possible only if:

- the work packages concerned are not already completed (and declared in a financial statement)
- the transfers are justified by the technical implementation of the action.

### **3. Subject**

1. The Coordinator, in partnership with the Partner, has been awarded a Grant by the Education, Audiovisual and Culture Executive Agency of the European Commission (hereinafter named "Agency"), under the Grant Agreement No. **101128509**.
2. *The Grant Agreement, Special Conditions and ALL its Annexes (hereinafter collectively named "Agreement") form an integral part of this Partnership Agreement (Annex of this Agreement) and, in case of ambiguity, shall take precedence over it. The details of the activities foreseen to be carried out by the Partner in the Action are given in the project description which also forms part of the Agreement (Annex).*
3. *The Partnership Agreement shall regulate relations between the parties (the Coordinator and the Partner), and their respective rights and obligations in regards to the Agreement. As a consequence, the parties shall be bound by the content of this Partnership Agreement, the Grant Agreement and any amendments that will be submitted in writing to the Commission within the duration of the Action.*

#### 4. Duration and Eligibility Period

1. The **RE-DIRECTION** Project has a duration is **thirty six (36) months**, from **01/11/2023** to **31/10/2026**.
2. This Partnership Agreement is valid from the date of beginning of the Project until the moment of payment of the balance and is **automatically extended as long as the project is extended**.
3. The period of eligibility of the Projects costs, as foreseen by the Agreement, starts on the Project's start date and ends on the Project's end date. Expenses will be eligible only if they have incurred during the eligibility period. The eligibility period may be extended only after a prior agreement between the *Agency* and the *Coordinator*.
4. The *Partner* needs to keep all the original documents relating to the Partnership Agreement for **five (5) years after the end of the Project**. Those documents must be made available **within five (5) working days** upon request from the *Coordinator* or the *Agency*.

#### 5. Obligations of the Coordinator

Within the framework of this Partnership Agreement the *Coordinator* shall:

1. Undertake all the steps necessary to prepare, perform and correctly manage the work programme set out in the Agreement between the *Agency* and the *Coordinator*;
2. Notify promptly and provide the *Partner* with any amendment made to the Agreement, changing the nature of its rights and obligations;
3. Be responsible for the transmission of documents and information to the *Agency* at the given timeframes, as defined in the Agreement in regards with fulfilling its reporting or contractual obligations, or upon request;
4. Collect any necessary information, prepare and submit the reports to the *Agency* in the required timelines as well as provide copies of the reports, assessment sheets and feedback letters or communicate the outcome to the *Partners* following a report assessment or a field monitoring visit, respecting, at all times, the protection of personal data.
5. Not delegate the execution of any part of his duties and obligations to the project partners or third parties.

6. As the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries in accordance with the dispositions for payments laid down in this Agreement.

### **6. Obligations of the Partner**

Within the framework of this Partnership Agreement the Partner shall:

1. Undertake all the steps necessary to implement the work program set out in the Agreement concluded between the Agency and the Coordinator, as specified in the Description of the Action and Breakdown of activities (BoA) and further elaborated within the partnership and the WP and Task Leaders;
2. Fulfill and comply to all comments and remarks of the LP;
3. Perform within the deadlines all the activities as specified in the Agreement and this Partnership Agreement;
4. Provide the Coordinator any information or document required by the latter that is essential for the project performance, within the given deadline;
5. Submit in due time to the Coordinator all relevant data needed to draw up the reports, as well as all necessary documents in the events of audits, checks or evaluations
6. Accept responsibility for all information and documents communicated to the Coordinator, within the terms of this Partnership Agreement, including details of costs claimed related to the realization of the Partner's participation in the Action;
7. Provide all documents, as well as results, as defined in the Agreement or in meeting minutes or other internal project documents within the time schedule or deadlines set out for them.
8. Not divert from the original application and distribution of budget, without previously inform the Lead Partner and receiving his written agreement;
9. During the whole duration of the project implementation the partner need to upload the deliverables produced in the platform that will be validated by the Coordinator.

### **7. Reporting**

1. The grant form is Lump Sum – that means the project will be evaluate depends on the quality of the deliverables, but each partner has to provide to the Coordinator the following documents:
  - a. Employments contract translated to English of the involved staff in the project
  - b. Travel expenses (flight tickets- boarding pass)

- c. Timesheets based on templates provided by the Coordinator
- d. Subcontracting costs (invoices- proof of payments)
- e. Other costs (invoices- proof of payments)

The coordinator needs the above-mentioned document **in order to prove every cost in a future audit.**

The partner needs to provide to the Coordinator the Contract and CV (in English) for each member of the staff designated to be involved in the Project. Should the staff change during the implementation of the Project, the Partner must provide the Contract and CV for the new member of staff. Furthermore, the partner is fully responsible for coordinating the handover of the project and the associated tasks between the changing staff.

2. In addition to the above, the partner shall send to the Coordinator:
  - a. the Internal Technical Report covering the period from M1-M18(Interim Report) by 31-05-2025
  - b. the Technical Report covering the period from M21-M36 (Final Report) by 30-11-2026
3. Collect and safely store all the necessary supporting documents for ALL the expenses that will be made in the context of the work programme. Documents may include copies of contracts, timesheets, proof of payments, pays lips, copies of invoices and vouchers, as defined by the domestic law of the Partner's country;
4. Immediately inform the Coordinator of any event that takes place and may substantially affect or delay the implementation of the work programme;
5. Inform the Coordinator about any change in its financial, legal or technical status and provide with all documents necessary in case of inspections or evaluations, as described in the respective terms of the Agreement;

## **8. Financing**

1. The total project Grant amounts to **EUR 719.984,00€** calculated via actual costs, covering the following categories of eligible costs: staff costs, travel & subsistence costs, subcontracting costs, other costs & indirect costs.
2. The total eligible expenses incurred by the Partner for the contractual period referred to by the Agreement (Annex) and by this Partnership Agreement in order to carry out the

activities foreseen in the *Action* for the Partner following the rules foreseen in the Agreement is estimated at **29.988,00 EUR**.

3. The estimated amount of **29.988,00 EUR** is the **maximum amount** that the Partner can receive in this project. The budget can be reattributed from partner to partners depending on the quality of the deliverables.
4. The total eligible expenses are related to the tasks foreseen for the Partner, as shown in the Agreement. Should the *Partner* not carry out with a sufficient level of quality and completeness a task, the *Partner* will be formally requested to re-carry out or complete the required task, according to the procedure describing on the QA handbook. Should that not happen, the *Coordinator* may ask one of the other Partners of the project or a third party to carry out the task in reference, and the budget of the Partner will be modified accordingly.
5. The *Partner* will not receive funding for expenses that exceed the limits by type of cost foreseen unless a specific agreement has been reached in writing previously with the *Coordinator*.
6. In case that an evaluation or auditing of the Project will occur by the EU authorities, within a five-year period after the project's end, and in case that expenses conducted and declared by the *Partner* will be evaluated as non eligible, the *Partner* is **obligated to immediately return to the Coordinator the amount that correspond to those expenses characterized as non eligible**, provided this amount had been transferred to the *Partner* by the *Coordinator*.
7. In case of monitoring and audit visit, the Partner shall provide the Coordinator without delay with any information and/or document that the latter may request from him concerning the carrying out of the work programme covered by this agreement.

## 9. Payments

1. The *Coordinator* commits to carry out payments relating to the subject matter of this Partnership Agreement to the *Partner* according to the achievement of the tasks foreseen in the project and according to the schedule indicated below. All payments will be made in Euro (€). Bank charges incurred in the recovery process must be borne by the partner.
2. The Contractor commits himself to carrying out payments relating to the subject matter of this contract to the *Partner* according to the achievement of the tasks and according to the following schedule:

**1<sup>st</sup> payment (40% 11.995,20 EUR)** upon signing of contract and within thirty (30) days after the reception of the advance payment foreseen by the Agreement from the Agency

**2<sup>nd</sup> payment (30% 8.996,40 EUR) :**

- 70% of the previous installment has been claimed;
  - upon completion of agreed tasks, outputs and deliverables in the work programme
  - The QA board has issued an affirmation of quality for the deliverables produced in the relevant reporting period by the partner.
- after the approval of the Internal Technical Report by the Coordinator, due on M18, 31-05-2025

**3. Payment of the balance (30% of the Partner Grant 8.996,40 EUR):** Balance payment will be based on the assessment of the Final Report and Financial Statement performed by the Agency. The Partner shall be responsible for the costs declared and the supporting documentation provided. The amount of the balance payment to the Partner shall depend on the approval by the Agency of his declared expenditure. The payment will be made only if the Partner submits within thirty (30) days from the end of the Project a cost statement detailing ALL the costs incurred during the project lifetime, copies of all documents regarding the specific costs made by the Partner (or any other documents requested by the Agency) for the whole project and evidence of the products/activities provided by the Action for each stage. The Partner is responsible for the validity of the supporting documents submitted in order to justify the costs.

4. The Final Report shall be sent to the Agency within two (2) months following the closing date of the Action. The Agency reserves itself sixty (60) days to approve or reject the report or to request additional supporting documents or information. In that case the Coordinator shall submit any additional information requested and may request additional inputs from the Partner. The Agency may suspend the period for payment until the reception of all documents required. Final payment to the Partner will be carried out within thirty (30) days after the reception by the Coordinator from the Agency of the final payment as indicated in the Agreement.

2 The final payments will be performed after the Coordinator has checked the costs declared by the Partner and verified that any cost corresponds to activities performed with the required level of quality and completeness as described in the Agreement. Should this not be the case, the Coordinator reserves the right to exclude from the costs to be considered for verification any costs related to activities that are assessed as not performed to the required level of quality and completeness - the Partner will be requested to complete as indicated those activities and they will then be inserted in the following payment.



- 3 Should payments by the *Agency* be modified, reduced or cancelled in relation to the provisions of the *Agreement*, payments to the *Partner* will be modified, reduced or cancelled adequately.
- 4 All payments carried out by the *Coordinator* to the *Partner* will be made to the *Partner's* bank account:

Name and Address of the Account Holder: **LEPL SHOTA MESKHIA STATE TEACHING UNIVERSITY OF ZUGDIDI. Janashia 14, Zugdidi 2100, Georgia**

Name of Bank: **NATIONAL BANK OF GEORGIA, TBILISI**

Address of Bank: **1, Zviad Gamsakhurdia Embankment, 0114 Tbilisi**

IBAN Bank Code: **GE65NB0331100001150207**

Account Number: **GE65NB0331100001150207**

Swift Code/BIC: **BNLNGE22**

National VAT Number: **101001000**

- 5 The *Partner* shall inform the *Coordinator* of any changes related to the bank account and send immediately the new adequate information.

If the *Agency*, based on the provisions of the *Agreement*, should request the repayment of EU contribution from the *Coordinator*, this repayment shall be applied proportionately to all partners, unless the reduction is attributable solely to one or more specific partners. In that case, the *Coordinator* shall ask the *Partner* that has caused the irregularity resulting in repayment, to pay in accordance to the request of the *Agency*. The *Partner* affected has to reimburse the requested EU contribution together with the interests chargeable to the *Coordinator* within thirty (30) days before the abovementioned deadline.

## **10. Liability**

1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this *Agreement*, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.
2. The *Partner* shall protect the *Agency*, the European Commission, the *Coordinator* and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this Partnership Agreement.

3. In case of the Partner not fulfilling allocated obligations and tasks related to Action, the Coordinator has the right to Inform the Agency and withhold the partners payment of an instalment or reduce it.

### 11. Confidentiality

1. The Partner is required to maintain confidentiality and not make any kind of disclosure to third parties of any data, information, documents and generally any information relating to professional activities and generally, data and information provided by the Coordinator or to which has or gain access to the content and execution of this Agreement ('Confidential Information').
2. The *Partner* specifically guarantees and agrees:
  - a) that any Confidential Information received will not be used for any other purpose out of the purpose of this Agreement,
  - b) that will immediately return all Confidential Information to the *Agency* upon the termination of the contract and whenever the *Agency* may requests
  - c) that without the prior written consent of the *Coordinator* and unless otherwise agreed between the Parties, it will not disclose to any third party any Confidential Information
  - d) to refrain from any action that would create or could create obligations towards third parties against the interests of the *Agency*,
  - e) that during his or her employment under this *Agreement* or any other contract but also after its expiry, it will not disclose to any third party, whether for its benefit or for the benefit of any third party, any information relating to the Action's affairs, the work, business, administrative and financial methods and practices, research and development, future intentions and business plans, policy and transactions that have come to his /her knowledge or otherwise, and will make every effort to prevent such Confidential Information from being received by third parties.
  - f) That will behave in a way that will not offend the professional and social image and reputation of the Coordinator, the other project partners and the Agency.
3. The above present confidentiality obligations will continue to exist even after the termination of this Partnership Agreement for a period of five (5) years from the expiration date or in any other way of this agreement termination. Failure to comply with these obligations is an important reason for the immediate termination of this Partnership Agreement.

### 12. Intellectual property rights

According to the terms of article 16, page 27 of the Grant Agreement.

### 13. Data protection

According to the terms of article 15, page 26 of the Grant Agreement.

### 14. Conflict of interest

1. The *Coordinator* and *Partners* 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.
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 *Partner* in cause shall undertake to take all necessary measures to rectify this situation at once.
3. The *Coordinator* will decide if it is deemed necessary to inform the Executive Agency

### 15. Force Majeure and Termination of the Partnership Agreement

1. Each *Partner* is obliged to promptly inform the *Coordinator* and provide him with all necessary details, should there be events that could jeopardise the implementation of the Project.
2. The *Coordinator* may terminate the Partnership Agreement if the *Partner* has inadequately fulfilled or failed to fulfill any of the contractual obligations, insofar as this is not due to force majeure, at least ten days after sending an official letter to the *Partner*, and as long as during this time the *Partner* does not plead and prove reasons of force majeure, or fails to provide sufficient evidence to demonstrate that the *Partner* has the ability to complete the work programme on schedule, despite delays and omissions.
3. Relevant action in regard to the Agreement should be taken;
4. The *Coordinator* shall make any effort to contact the *Partners* in resolving the difficulties including seeking the assistance of the *Agency*.
5. Should the non-fulfilment of obligations continue, the *Coordinator* may decide to exclude the *Partner* concerned from the Project, with approval of the *Agency*. The *Agency* shall be informed immediately if the *Coordinator* intends to exclude a *Partner* from the Project.
6. The *Coordinator*, in case of termination of the Partnership Agreement, shall immediately and without delay inform the European Commission for the termination of the Partnership

Agreement of the *Partner*, as well as for the decision of the *Coordinator* on who will execute the remaining part of the work programme that the *Partner* whose Partnership Agreement was terminated was responsible for.

7. Upon such termination, the *Partner* is obliged to repay the funding it received under this Partnership Agreement, minus fees and expenses incurred in the performance of the work programme under this Partnership Agreement, until the time of termination, which will be evidenced by filing all necessary documents, at the same time delivering to the *Coordinator* the outcome of work performed up to that time.
8. This Partnership Agreement shall terminate immediately if the European Commission terminates the Project funding. The *Partner* shall be bound by and subject to the provisions of Article II.16.2 – Suspension of the Implementation by the Agency of the Agreement. In such event, the *Coordinator* shall immediately inform the *Partner* of such action by the European Commission. Any costs committed or incurred by the *Partner* up to the date of such notification by the *Coordinator* shall be reimbursed by the *Coordinator* subject to receiving sufficient funds from the European Commission for such expenses or commitments.

## 16. Jurisdiction clause

1. In the absence of amicable settlement, any dispute which may arise from this Partnership Agreement, will be governed by the law of the Federal Republic of Germany. The courts of the Federal Republic of Germany have exclusive jurisdiction and authority to resolve and rule on any dispute between the *Coordinator* and the *Partner*.
2. 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.
3. 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.
4. This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

## 17. Amendments or additions to the Partnership Agreement

Amendments to this Partnership Agreement shall require written consent by both Contracting Parties.

### 18. Final provisions

This agreement is made in two copies of equal legal force, one for each party. Each party declares to have read and approved.

**For the Coordinator**

Signature and stamp

  
Robert Lepenies (President)  
President of **Karlsruhochschule  
gemeinnützige GmbH**  
Karlsruhe, 76137 • Karlsruhe

**KARLSHOCHSCHULE GEMEINNUTZIGE GMBH**

**For the Partner**

Signature and stamp

  
Teona Khupenia (Rector)  
Rector of

**SHOTA MESKHIA STATE**

**TEACHING UNIVERSITY OF ZUGDIDI**

Date: 15.1.2024

Date: 28.12.2023