



Erasmus+: Higher Education – International Capacity Building

GRANT AGREEMENT for an ACTION with MULTIPLE BENEFICIARIES
 AGREEMENT NUMBER: 2015-2937/001-001,

Project Reference Number 562013-EPP-1-2015-1-PL-EPPKA2-CBHE-SP

PROJECT: QUALITY ASSURANCE SYSTEM IN UKRAINE: DEVELOPMENT ON THE BASE OF ENQA STANDARDS AND GUIDELINES (QUAERE)

CONTRACT BETWEEN THE CO-ORDINATOR AND THE CO-BENEFICIARIES

This contract, drawn up under the **Erasmus+** programme, shall govern relations between:

Parties:	Registered seat	Legal representative
P1 Wrocław University of Science and Technology	Wybrzeże Wyspiańskiego Str. 27, 50-370 Wrocław, Poland	Professor Cezary Madryas
P2 Koblenz-Landau University	Rhabanusstrasse 3, 55118 Mainz, Germany	Professor Roman Heiligenthal
P3 Aleksandras Stulginskis University	Studentu 11, Akademija, LT-53361, Kauno-dist., Lithuania	Professor Antanas Maziliauskas
P4 University of Patras	University Campus, 26504 Rio, Patras, Greece	Demosthenes Polyzos
P5 ASIIN	Robert-Stolz-Str. 5, 40-470 Dusseldorf, Germany	Dr Iring Wasser
P6 CEENQAA	Robert-Stolz-Str. 5, 40-470 Dusseldorf, Germany	Dr Iring Wasser
P7 The Network University	Oostenburgerpark 8, 1018 HT Amsterdam, Netherlands	Victor Klabbers
P8 Sumy State University	2, Rymkogo-Korsakova Str., Sumy, Ukraine 40007	Professor Anatolij Vasyljev
P9 Khmelnytsky National University	Instytutska Str. 11, Khmelnytskyi Ukraine 29016	Professor Mykola Skyba
P10 National Mining University	Karl Marx Ave. 19, Dnipropetrovsk, Ukraine 49027	Professor Gennadyi Pivnyak
P11 Ivan Franko Lviv National University	Universytetska St, 1, Lviv, Ukraine, 79000	Professor Volodymyr Melnyk
P12 Berdyansk State Pedagogical University	4 Schmidt Str. 71100 Berdyansk, Ukraine	Professor Victoriya Zarva
P13 Taras Shevchenko Kyiv National University	60 Volodymyrska Str., Kyiv, Ukraine, 01601	Professor Petro Bekh
P14 Chernivtsi National University	2 Kotsiubynskoho Str. Chernivtsi 58012, Ukraine	Professor Stepan Melnychuk
P15 Odessa National University	2 Dvoryanskaya Str., Odessa, Ukraine, 65082	Professor Igor Koval
P16 Educational and methodical centre on QA	Metalistiv Str. 5a, Kyiv, Ukraine, 03057	Olexandr Smyrnov
P17 Ukrainian Association of Student Self-Government	Anri Barbusa Str. 22-26, Kyiv, Ukraine, 03150	Ielyzaveta Shchepetylnykova
P18 Ministry of Education and Science of Ukraine	10 Peremchy Ave, Kyiv, 01135, Ukraine	Andriy Hevko

Parties 2 till 18 are individually referred to as “Co-beneficiary” or collectively as “Co-beneficiaries”. **Parties** 1 till 18 are individually referred to as “Party” or collectively as “Parties”.

Parties have agreed to the general conditions and the following Annexes:

Annex I Estimated budget breakdown between parties.

Annex II Co-financing

Article 1/ Subject

- 1) The **Co-ordinator** and the **Co-beneficiaries** commit themselves to carrying out the work programme as covered by the approved project application (“Application”) under Project n° **562013-EPP-1-2015-1-PL-EPPKA2-CBHE-SP** (the “**Project**”).
This work programme comes under the Agreement n° **2015-2937/001-001** (the “**Agreement**”) concluded between the **Co-ordinator** and the Education, Audiovisual and Culture Executive Agency (the “**Agency**”) and forms Annex I of the Agreement n° **2015-2937/001-001**.
- 2) The total cost of the project for the contractual period referred to by the Agreement n° **2015-2937/001-001**, all financing combined, is estimated at 717.000,00 EUR (including all taxes and duties).
- 3) The maximum **Agency** contribution to cover expenditure incurred by the Parties participating in the project shall be **717.000,00** EUR.
- 4) The final financial contribution shall depend on the evaluation of the quality (as defined in Article I.10.6 of the Agreement) of the project n° **562013-EPP-1-2015-1-PL-EPPKA2-CBHE-SP** pursuant to the rules laid down at Community level.
- 5) This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project n° **562013-EPP-1-2015-1-PL-EPPKA2-CBHE-SP** under the Agreement n° **2015-2937/001-001**.
- 6) The subject matter of this contract and the related work programme are covered by the approved Application (see file QUAERE_detailed-project-description.pdf), which form an integral part of this contract and that each Party declares to have read and approved.

Article 2/ Duration

1. The project referred to in Article 1 has duration of 24 months. It begins on 15-10-2015 and ends on 15-10-2017, unless terminated in accordance with Article II of this contract.
2. This contract enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in Article 1.4
3. The period of eligibility of the costs starts on **01-01-2016 and finishes on 15-10-2017**.
4. The duration of the project referred in Article 1 can be extended under approval of Agency.

Article 3/ Obligations of the Co-ordinator

The Co-ordinator shall:

1. take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement n° **2015-2937/001-001**
2. send to the **Co-beneficiaries** a copy of the Agreement n° **2015-2937/001-001** and its annexes, of the various reports and of any other official document concerning the project;
3. notify and provide the **Co-beneficiaries** with any information, fact, problem or delay likely to affect the project and any amendment made to the Agreement n° **2015-2937/001-001**;
4. comply with all the provisions of Agreement n° **2015-2937/001-001** binding the **Co-ordinator** to the **Agency**.

Article 4/ Obligations of the Co-beneficiaries

Each Co-beneficiary shall:

1. take all the steps necessary to prepare for, perform and correctly manage the **Co-beneficiary's** tasks set out in this contract;
2. comply with all the provisions of the Agreement n° **2015-2937/001-001** binding the **Co-ordinator** to the **Agency**;
3. communicate to the **Co-ordinator** any information or document relating to the project in the **Co-beneficiary's** possession required by the **Co-ordinator** that is necessary for the management of the project;
4. accept responsibility for all economic information communicated by the **Co-beneficiary** to the **Co-ordinator**, including details of costs claimed and, where appropriate, ineligible expenses.

Article 5/ Financing

1. The total expenditure to be committed by each **Co-beneficiary** for the period covered by this contract is set out in Annex I of this Contract.
2. The **Agency** contribution for each Partner shall be the maximum amount specified in Annex I of this Contract.

Article 6/ Co-financing

1. Each **Co-beneficiary's** own financial contribution to the project amounts to the amount specified in the Annex II of this Contract.

Article 7/ Payments

1. The **Co-ordinator** commits himself to carrying out payments relating to the subject matter of this contract to the **Co-beneficiaries** according to the achievement of the tasks and according to the schedule set out in Article I.4 of the Agreement n° **2015-2937/001-001**.
All amounts given in the project reports must be expressed in Euro. All payments from the **Co-ordinator** to the **Co-beneficiaries** will be made in Euro. Declarations of expenditure by the **Co-beneficiaries** are to be made in Euro.
The exchange rate applicable for the conversion of currency into euros is the exchange rate established by the Commission and published on its website¹ for the month preceding the month of the deadline for delivering the report to the **Agency** as set out in Article I.6 of the Agreement n° **2015-2937/001-001**.
2. All payments shall be regarded as advances pending explicit approval by the **Agency** of the final technical implementation report and the financial statement specified in Article II of the Agreement n° **2015-2937/001-001**.
3. The **Co-beneficiary** undertakes to repay to the **Co-ordinator** any amounts paid in excess of the final amount within 45 days of the issuing of the debit note.
4. All the payments mentioned above will be executed provided that the **Co-ordinator** has received from the **Agency** the respective pre-financing payments and payment of the balance.

Article 8/ Dissemination

1. Prior notice of any planned publication shall be made 30 days before the publication. Any objection to the planned publication shall be made in writing to the other Party within 30 days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted. An objection is justified if (i) the publication contains confidential information of the objecting Party; or (ii) the protection of the objecting Party's Foreground is adversely affected. The objection has to include a precise request for necessary modifications.
2. If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate actions are performed.
3. For the avoidance of doubt, a Party shall not publish confidential information of the other Party, even if such confidential information is amalgamated with the Party's Foreground, without the other Party's prior written approval. For the avoidance of doubt, the absence of an objection according to Article 8.2 is considered as an approval.
4. The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree, which includes their Foreground or confidential information, subject to the confidentiality and dissemination provisions of this contract.

Article 9/ Confidentiality

1. Any commercial, financial and technical information received by one Party ("Receiving Party") from the other Party ("Disclosing Party") in whatever form under or in connection with this contract that is clearly marked or identified as confidential at the time of its disclosure; shall be confidential information. Such confidential information shall not be disclosed to third parties, and shall be used only as necessary for the performance of this contract. The Receiving Party shall exercise the same degree of care, nevertheless not less than reasonable care, for such confidential information as it exercises in respect of its own confidential information.
2. The obligation for confidentiality shall not apply for the information, which:
 - (a) was public or generally available to public at the time of disclosure;

¹ <http://ec.europa.eu/budget/inforeuro/>

- (b) becomes public or generally available to public after the time of disclosure without any default of the Receiving Party;
 - (c) was in the possession of the Receiving Party before the disclosure as demonstrated by its written records;
 - (d) was received from a third party without any confidentiality obligations; or
 - (e) is independently developed by the Receiving Party without any use of or reference to the received confidential information.
3. The Receiving Party shall apply the same degree of care with regard to the confidential information disclosed within the scope of the project as with its own confidential and/or proprietary information, but in no case less than reasonable care.
 4. Each Party shall promptly advise the other Parties in writing of any unauthorised disclosure, misappropriation or misuse of confidential information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
 5. If any Party becomes aware that it will be required, or is likely to be required, to disclose confidential information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.
 6. The confidentiality obligations under this contract and the Agreement n° **2015-2937/001-001** shall not prevent the communication of confidential information to the Agency.
 7. The provisions contained in this Article shall remain valid for five (5) years after the termination or expiration of this contract.

Article 10/ Reports

1. Each **Co-beneficiary** shall provide the **Co-ordinator** with any information and document relating to the project in the **Co-beneficiary's** possession required for the preparation of the progress report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative by 15-05-2016* at the latest.
2. Each **Co-beneficiary** shall provide the **Co-ordinator** with any information and document relating to the project in the **Co-beneficiary's** possession required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents in the **Co-beneficiary's** possession *completed and signed by the legal representative by 15-10-2017* at the latest.

Article 11/ Monitoring and supervision

1. Each **Co-beneficiary** shall provide without delay the **Co-ordinator** with any information relating to the project in the **Co-beneficiary's** possession that the latter may reasonably request from him concerning the carrying out by the **Co-beneficiary** of the **Co-beneficiary's** tasks covered by this contract.
2. Each **Co-beneficiary** shall make available to the **Co-ordinator** any document relating to the project in the **Co-beneficiary's** possession making it possible to check that the aforementioned **Co-beneficiary's** tasks is being or has been carried out.
3. The obligations described in Articles I.7, I.10.8, I.10.9, I.10.11, II.7 of the Agreement n° **2015-2937/001-001** apply *mutatis mutandis* to the **Co-ordinator** and the **Co-beneficiary**.
4. The **Co-beneficiaries** shall keep at the Agency's and/or the Commission's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the agreement stored on any appropriate medium that ensures their integrity in accordance with the applicable national legislation, for a period of five (5) years from the date of payment of the balance specified in Article I.4.

Article 12/ Liability

1. Each Party shall release the other from any civil liability in respect of damages resulting from the performance of this contract, suffered by itself or by its personnel, to the extent that these damages are not due to the negligence or wilful misconduct of the other Party or its personnel. No Party shall be responsible to the other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful misconduct or gross negligence by the first Party or its personnel.
2. Each Party shall protect the **Agency**, the other Parties and their personnel against any action for damages suffered by third parties, including project personnel, as a result of its performance of this contract, to the extent that these damages are not due to the negligence or wilful misconduct of the **Agency** or the other Parties or their personnel.
3. The Party's aggregate liability under this contract shall not exceed the aggregate amount of the Party's own funding and the **Agency's** contribution, unless such liability arises from the gross negligence or wilful misconduct of the Party or its personnel.

4. No Party shall be liable to the other for any delay or non-performance of its obligations under this contract if and to the extent such delay or non-performance is due to an event of Force Majeure as defined in Article II.14 of the Agreement n° **2015-2937/001-001**.

Article 13/ Termination of the contract

1. The non-defaulting Parties may jointly terminate the contract if any Party is in breach of any material obligation under this contract, insofar as this is not due to *force majeure*, and fails to remedy the breach within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied or if the breach is not capable of being remedied or in the event of bankruptcy, receivership or comparable procedure under applicable laws of a Party.
2. Each Party shall without delay notify the other Parties, supplying all relevant information relating to the project in its possession, of any event likely to prejudice its performance of this contract.
3. The provisions of Articles II.16 for the time period mentioned therein, shall survive the expiration or termination of this contract. Termination shall not affect any rights or obligations of a Party leaving the project incurred prior to the date of termination, unless otherwise agreed between the other Parties and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Article 14/ Jurisdiction clause

1. Failing amicable settlement, any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce by a sole arbitrator. The seat of arbitration shall be Warsaw, Poland. The language to be used in the arbitral proceedings shall be English, unless otherwise agreed by the conflicting Parties. Nothing in this contract shall limit the Parties' right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.
2. The substantial law applicable to this contract shall be the law of Poland, excluding any conflict of law provisions. Nothing in this contract shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

Article 15/ Amendments or additions to the contract

1. Amendments to this contract shall be made only by a supplementary Agreement signed on behalf of each of the Parties by its legal representative to this contract.

Article 16/ Ownership and Access Rights

1. "Background" means information, which is held by the Parties prior to their accession to this project, as well as copyrights and other intellectual property rights pertaining to such information and which is needed for carrying out the project or for using Foreground.
"Foreground" means the results, which are generated by the Parties under the project, as well as copyrights and other intellectual property rights pertaining to such results.
"Needed" means:
 - (a) For the implementation of the project:
Access Rights are needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be impossible, significantly delayed, or require significant additional financial or human resources.
 - (b) For use of own Foreground:
Access Rights are needed if, without the grant of such Access Rights, the use of own Foreground would be technically or legally impossible.
2. In accordance with Article II.8 of the Agreement **No 2015-2937/001-001**, ownership of the Foreground shall be vested in the **Co-ordinator** and the **Co-beneficiaries** jointly.
3. Access Rights to Background if needed for use of a Party's own Foreground shall be granted on fair and reasonable conditions.
4. Access Rights shall be free of any administrative transfer costs. Access Rights are granted on a non-exclusive basis, if not otherwise agreed in writing by all the Parties. The requesting Party must show that the Access Rights are needed.
5. Access Rights granted to a Defaulting Party shall cease immediately upon termination of this contract.

This contract is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto. No rights or obligations of the Parties arising from this contract may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this contract shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

In case the terms of this contract are in conflict with the terms of the Agreement n° **2015-2937/001-001** and its annexes, the terms of the latter shall prevail. In case of conflicts between the other annexes and the core text of this contract, the latter shall prevail.

Should any provision of this contract become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this contract. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

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

For the **Co-ordinator**,

For the **Co-beneficiary**,

The legal representative
Prof. Cezary Madryas
Vice Rector
Wrocław University of Science
and Technology

The legal representative

With financial countersignature
of the Bursar of
Wrocław University of Science and Technology