Education, Audiovisual and Culture Executive Agency

Partnership Agreement

Grant Agreement Number 598888-EPP-1-2018-DE-EPPKA2-CBHE-JP - ENV2

Steering Migration through Sustainable Development: Euro-Egyptian Program for Agriculture and Rural Development (DeVilag)

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

RHEINISCH-WESTFAELISCHE TECHNISCHE HOCHSCHULE AACHEN
PIC: 999983962

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by Univ.-Prof. U. Rüdiger, Rector, the legal representative as defined in the Grant Agreement 2018 – 2497 /001 -001,

and the following Beneficiary:

SVERIGES LANTBRUKSUNIVERSITET
PIC: 999887350

established in Sweden Hereinafter the "beneficiary", represented for the purpose of signature of the Agreement by Professor Peter Högberg, Vice-Chancellor, the legal representative, according to the Mandates previously signed and attached to the Grant Agreement (here in Annex I).

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 **Steering Migration through Sustainable Development: Euro-Egyptian Program for Agriculture and Rural Development** (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 **598888-EPP-1-2018-DE-EPPKA2-CBHE-**JP - ENV2, concluded between the

coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), related to the above-mentioned project.

1.3 The subject matter of this Agreement and the related work programme are detailed in the annexes of the Grant Agreement. The respective Grant Agreement terms and conditions, related annexes and guidelines, shall form an integral part of the present Agreement, and take precedence over it (see Article 20 of the present Agreement for the list of annexes).

1.4 The coordinator and the 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 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

Article 3
Obligations and responsibilities

3.1 General obligations and role of the beneficiary.

The beneficiary:

(a) is responsible for carrying out the activities attributed to it, 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 its abilities to achieve the defined results and taking full responsibility for its 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) is responsible for complying with any legal obligations incumbent on it;

(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 all beneficiaries, 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 each 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.

Monitoring

(a) the Coordinator has the right, at all reasonable times and places, to monitor or otherwise evaluate the work or Tasks that are performed or being performed hereunder. If any inspection or evaluation is made by Coordinator on the premises of the Beneficiary, the Beneficiary shall provide reasonable facilities and assistance for the safety and convenience of the Coordinator in the performance of their duties. All monitoring and evaluations shall be performed in such a manner as will not unduly delay the work.

(b) If any of the work performed does not conform to the requirements of this Agreement, the Coordinator, may require the Beneficiary to perform the Tasks again, at no additional cost, to reach conformity with Partnership Agreement requirements. When the defects in Tasks cannot be corrected by re-performance, the Coordinator may:

   i. require the Beneficiary to take necessary action to ensure future performance conforms to Partnership requirements, and

   ii. reduce any cost payable under this Agreement to reflect the diminished value of Tasks performed.

(c) If the Beneficiary fails to promptly perform the work again or take the action necessary to ensure future performance in conformity with Partnership requirements, the coordinator may:

   i. By Sub agreement or otherwise, perform the work and redistribute the remaining portion of funding among other beneficiaries; or

   ii. Officially inform the Agency and take the proper and lawful actions.

3.3 Specific obligations and role of the Beneficiary.

The Beneficiary undertakes to:

(a) ensure adequate communication with the coordinator and with the other beneficiaries;

(b) support the coordinator in fulfilling its tasks according to the Grant Agreement;

(c) submit in due time 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 Beneficiary'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.

(g) submit in due time to the Coordinator:

- all data and documents needed to draw up the reports, financial statements and other documents provided for the Agreement;

- all necessary documents in the event of technical and financial checks, audits, interim and final evaluation .

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 996.750,00 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 beneficiary in carrying out the activities foreseen. The beneficiary commits to provide additional resources to the project so as to ensure its full implementation in accordance with the Grant Agreement.

4.4 All payments made by the Coordinator shall be provisional to the eligibility of the costs under the Prime Contract. If any cost is ineligibility, the Coordinator shall not be liable to the Beneficiary for the amount of the disallowed cost. If any such amount has been paid by the Beneficiary prior to determination of its ineligibility, the Coordinator shall deduct such amount from subsequent payments to the Beneficiary or require the Beneficiary to repay such amount.

Article 5
Reporting

5.1 The Coordinator is responsible for submitting in a timely manner to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose, the Beneficiary commits to provide the Coordinator with all necessary information and, if applicable, original supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

5.2 The beneficiary commits to produce and submit the following to the Coordinator, as required by annexes I, II and IV:

- Reporting Schedule

A. Half-year financial Reports: Due by 14/05/2019, 14/11/2019, 14/11/2020, 14/05/2021 or earlier if advised by the Coordinator. The report should include the description of the expenditures and all the supporting documents following the grant agreement, Annex I. The coordinator can appoint any beneficiary to act as a local collection point for the Egyptian beneficiaries in line with the project proposal.

B. **Mid-term Report: Due by** 14/03/2020 or earlier if advised by the Coordinator

The "Progress report on the implementation of the action" consists of the following:

- description of the progress made, statistics and indicators, tables of achieved/planned outcomes, etc. as specified in Annex IV of the Agreement;
- "Summary report for publication"
- "Statement on the use of the previous pre-financing instalment" as specified in Annex IV of the Agreement.

The "Statement on the use of the previous pre-financing instalment" represents an overall financial overview of the use of the grant until the date of the submission of the progress report with all supporting documents, not already submitted. The eligibility of the expenses declared in this Statement will only be verified following the submission of the final report and the required supporting documents.

As a result, the approval of the progress report on the implementation of the action refers exclusively to the acknowledgement of the project activities but does not imply the eligibility of the indicated expenses.

C. **Final Reports: Due by** 14/08/2021

Important: Self-Certified copies supporting documents, as specified in annex IV, must be sent by the Beneficiary to be kept by the Coordinator with the project documentation and submitted with the Final/settlement reports and financial statements when specifically requested, if they were not already submitted with previous reports.

The Final Reports consist of a narrative and a financial part as follows:

- "Final report on the implementation of the action" (description of the results and achievements, statistics and indicators, table of achieved outcomes, etc.) as specified under Agreement in Annex IV;
- "Summary report for publication"
- "Final Financial Statement and Request for payment" - including the financial tables for each budget heading and the required supporting documents (see sections 3.2 and 3.3 in 'Guidelines for the Use of the Grant – Annex II' for the type of supporting documents to be submitted under each budget heading) - as specified under Annex VI of the Agreement;
- The Beneficiary commits to provide the Coordinator with any additional supporting documentation/reports as required

D. Reporting Schedule:

The Beneficiary shall prepare financial and technical reports on the following dates:

Intermediate Report: 14/03/2020.
FINALS: 14/08/2021.

Other financial/settlement reports may are also required in accordance with the approved budget and following the appropriate reporting format and guidelines of the agreement Annex IV, as stipulated in article 6 below.

5.2 The Coordinator shall provide the Beneficiary with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO and appropriate conversion rates stipulated.

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

Article 6
Payment arrangements

6.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to the beneficiary using the accounts stipulated below.

Danske bank
Norrmalmstorg 1

Swedish university of agricultural sciences
Box 7070
750 07 Uppsala
Sweden
Account number: 128 1011 9090
Swift: DABASESX
IBAN: SE82 1200 0000 0128 1011 9090

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

Payments

The coordinator will transfer to the respective account of each beneficiary in advance of the actual activities (/expenditures) [part of] the estimated Erasmus+ grant contribution identified under Annex 1 of this Agreement, in the following way:

1. 25% of the estimated Beneficiary' budget (without equipment) at the time of signature of this Agreement and receiving the funds from the Executive Agency and obtaining payment request from the beneficiary with bank account details of bank account details
2. The amount required for equipment upon receipt of the three quotations and a price evaluation that is approved by the Coordinator.
3. 3x 20% of the estimated Beneficiary's budget (without equipment) after the reception of the necessary proofs of expenditure/activity covering the amount of advance payment

already made and all necessary equipment invoices as well as all relevant deliverables and reports.

4. 15% after the final report, receiving all the proofs of expenditure covering all the paid amounts and receiving the final payment without any cut from EACEA's side.

6.3 The Beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the beneficiary will be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.

6.4 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 beneficiary responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator. Unallocated or additional eligible costs will be apportioned according to the project's requirements and necessities, at the coordinators discretion.

6.5 The costs of financial transfers shall be borne by the budget of each Beneficiary.

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, in the Guidelines for the Use of the Grant and in the Guidelines for the Special Mobility Strand (when applicable).

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/focal point of each beneficiary, as per the details below:

For the coordinator:
Prof. Dr. Heribert Nacken
Lehr- und Forschungsgebiet Ingenieurhydrologie
Mies-van-der-Rohe-Str. 17
52074 Aachen
lfi@lfi.rwth-aachen.de

For the beneficiary:
Swedish university of agricultural sciences
Assem Abouthatab
Department of economics
Box 7013
750 07 Uppsala
Assem.abouhatab@slu.se

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.10.8 and I.10.9 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

Article 10
Confidentiality and data protection

10.1 The coordinator and the 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 of the Grant Agreement.

Article 11
Ownership and property rights

11.1 The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiaries, in compliance with Article I.7 of the Grant Agreement.

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

Article 12
Liability

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

Article 13
Conflict of interest

13.1 The coordinator and 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.

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 beneficiaries resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 Disputes should be addressed in writing to the project Steering Committee (or a body consisting of representatives of all the project beneficiaries), that will try to mediate in order to resolve the conflict. Each party and its staff/students agree to consult the Steering Committee for mediation, before contacting third parties including the Executive Agency.

Article 16
Applicable law and jurisdiction

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

16.2 In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the coordinator's country.

16.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

16.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

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

Article 17
Termination of the Agreement

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

17.2 The coordinator shall notify the beneficiary in cause by registered letter. The beneficiary has one month to supply all relevant information to appeal the decision.

Article 18
Force Majeure

18.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

18.2 Neither of the parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to *force majeure*. The parties shall take all necessary measures to minimise possible damage to successful project implementation.

Article 19
Amendments

19.1 Any amendments to this Agreement must be made in writing by means of a Supplementary Agreement, and become effective when signed by the authorised legal representatives of both parties. No oral agreement may bind the parties to this effect.

19.2 The amendment may not have the purpose or the effect of making changes which might call into question the dispositions of the Grant Agreement.

Article 20
Annexes

Annex I:	Grant Agreement
Annex II:	Guidelines for the Use of the Grant
Annex III:	Budget Breakdown
Annex IV:	Original application form (project proposal)

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
Univ.-Prof. U. Rüdiger, Rector

RWTH AACHEN UNIVERSITY
der Rektor
der Rheinisch-Westfälischen
Technischen Hochschule Aachen
Für den Rektor
Der Kanzler
Im Auftrag
Ralf Drafz
Abteilung 4.4 - Drittmittel

Signature and stamp
Done in Aachen

Date: 10. Jan. 2019

For the Beneficiary
The legal representative
Peter Högberg, Vice-Chancellor

Peter Högberg

Signature and stamp
Done in Uppsala

Date: 2018-12-11

SLU
Swedish University of
Agricultural Sciences