



Österreichische Gesellschaft
für Europapolitik

Partnership Agreement

For the implementation of the Jean Monnet Network Project
no. 621247-EPP-1-2020-1-AT-EPPJMO-NETWORK

**“Europeanisation meets democracy from below: The Western Balkans on
the search for new European and democratic Momentum”**



With the support of the
Erasmus+ Programme
of the European Union

Agreement

For the implementation of the Jean Monnet Network Project
no. 621247-EPP-1-2020-1-AT-EPPJMO-NETWORK

“Europeanisation meets democracy from below: The Western Balkans on the search for new European and democratic Momentum”

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

Österreichische Gesellschaft für Europapolitik, ÖGfE
Rotenhausgasse 6/8-9, 1090 Vienna, Austria

hereinafter referred to as the “Coordinator”, represented for the purposes of signature of the Agreement by Mag. Paul Schmidt, Secretary General, the legal representative,

and the following Beneficiaries:

1. Austrian Institute for International Affairs, oiip
Berggasse 7, 1090 Vienna, Austria
represented for the purposes of signature of the Agreement by Christian Arthaber, Managing Director, the legal representative
2. Cooperation and Development Institute, CDI
Rr. Milto Tutulani, Nd. 6, Hyrja 8, 1019 Tirana, Albania
represented for the purposes of signature of the Agreement by Krisela Hackaj, Executive Director, the legal representative
3. New Bulgarian University, Centre for European Refugees, Migration and Ethnic Studies, CERMES
Ulica Montevideo 21, 1635 Sofia, Bulgaria
represented for the purposes of signature of the Agreement by Assoc. Prof. Plamen Doynov, DSc, Rector, the legal representative
4. Institute for Development and International Relations, IRMO
Ul. Farkaša Vukotinovića 2, 10000 Zagreb, Croatia
represented for the purposes of signature of the Agreement by Dr. Sanja Tišma, Director, the legal representative
5. University of the Peloponnese
Erythrou Stavrou 28 & Karyotaki, 22131 Tripolis, Greece
represented for the purposes of signature of the Agreement by Prof. Athanasios Katsis, Rector, the legal representative
6. Istituto Affari Internazionali, IAI
Via Angelo Brunetti, 9 – 00186 Rome, Italy
represented for the purposes of signature of the Agreement by Natalie Tocci, Director, the legal representative
7. Center for European Strategies, EUROTHINK
Stefan Jakimov Dedov 4-1/10, 1000 Skopje, North Macedonia
represented for the purposes of signature of the Agreement by Ivan Stefanovski, Executive Director, the legal representative

8. Politikon mreza, Politikon Network
Dalmatinska bb, Podgoriza, 8100 Podgoriza, Montenegro
represented for the purposes of signature of the Agreement by Dr. Jovana Marović, Executive Director, the legal representative
9. Belgrade Fund for Political Excellence, BFPE
Koste Glavinića 9/6, Belgrade, Serbia
represented for the purposes of signature of the Agreement by Dr. Marko Savković, Executive Director, the legal representative
10. Univerza v Ljubljani, Center of International Relations, CIR
Kongresni trg 12, Slovenia, 1000 Ljubljana
represented for the purposes of signature of the Agreement by Prof. Dr. Igor Papič, Rector, the legal representative
11. Change Experts Group
rr. Hysni Gashi 73, 1000 Prishtina, Kosovo * UN resolution
represented for the purposes of signature of the Agreement by Venera Hajrullahu, Director, the legal representative
12. Institut für Europäische Politik, IEP
Bundesallee 23, 10717 Berlin, Germany
represented for the purposes of signature of the Agreement by Dr. Karin Böttger, Director, the legal representative
13. Andrásy Universität Budapest
Pollack Mihály tér 3., 1088 Budapest, Hungary
represented for the purposes of signature of the Agreement by Prof. Dr. Ellen Bos, Vice Rector, the legal representative
14. University of Sarajevo, Faculty of Political Science
Obala Kulina bana 7/II, 71000 Sarajevo, Bosnia and Herzegovina
represented for the purposes of signature of the Agreement by Prof. Dr. Rifat Škrijelj, Rector, the legal representative
15. GlobalFocus Center
Bd Ion Mihalache 70-88, 011196 Bucharest, Romania
represented for the purposes of signature of the Agreement by Rufin Zamfir, Programmes Director, the legal representative
16. EuropaNova
64 bis, avenue de New York, 75016 Paris, France
represented for the purposes of signature of the Agreement by Amélie Jaques-Apke, Director, the legal representative

hereinafter referred to as the “Beneficiaries”, represented for the purposes of signature of this Agreement by their legal representatives.

Where a provision applies without distinction to the “Coordinator” and the “Beneficiaries”, for the purpose of this Agreement they will be collectively referred to as the “Parties”.

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 Jean Monnet Network “Europeanisation meets democracy from below: The Western Balkans on the search for new European and democratic Momentum” (hereinafter referred to as the “Project”).

1.2 The Parties undertake to do everything in their power to carry out the Project forming the subject of this Agreement, which falls within the framework of the Grant Decision nr. 621247 (hereinafter referred to as “the Contract”) concluded between the Coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the “EACEA”), related to the above-mentioned Project.

1.3 The subject matter of this Agreement is detailed in the annexes to the Contract. The respective Contract terms and conditions, including the related annexes, shall form an integral part of the present Agreement, and take precedence over it.

1.4 The Parties shall be bound by the terms and conditions of this Agreement, the Contract and any further amendments to 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 Contract.

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

2.3 The present Agreement shall remain in force until the Coordinator has been discharged in full of his obligations arising from the Contract signed with the EACEA.

Article 3

Obligations and responsibilities

3.1 General obligations and role of the Parties.

The Parties

- (a) are jointly responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the schedule set forth in the Contract and approved application, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Contract and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) are jointly responsible for complying with any legal obligations incumbent on them jointly or individually;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the approved application;

- (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 Contract;
- (b) be the intermediary for all communication between the Beneficiaries and the EACEA, and inform the Beneficiaries of any relevant communication exchanged with the EACEA;
- (c) inform the Beneficiaries of any changes connected to the Project or to the Contract, or of any event likely to substantially affect the implementation of the action;
- (d) as the sole recipient of payments on behalf of all Parties, 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 Contract and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the EACEA, as defined in the Contract. The Coordinator shall not delegate any part of this task to any Beneficiary;
- (g) establish payment requests on behalf of the Parties, as defined in the Contract;
- (h) provide one copy of this Agreement duly signed to each Beneficiary;
- (i) transmit to the Beneficiaries copies of all reports submitted to the EACEA, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.

3.3 Specific obligations and role of each Beneficiary

Each Beneficiary undertakes to

- (a) carry out the Project in accordance with the timetable set out in the Annex 3 using all reasonable endeavours to achieve the results specified in the Project proposal. The Beneficiary shall carry out its responsibilities under the present Agreement and Contract in accordance with recognized professional standards applicable to the work to be carried out;
- (b) shall appoint a Contact Person within its own organization to be responsible for the exchange of all information and documents concerning the participation in the Project to ensure adequate communication with the Coordinator and with the other Beneficiaries. The Contact Person shall ensure that information and details of the Project are properly and promptly circulated when necessary within the organization of the Beneficiary and monitor the performance of the organization in the Project ensuring that it complies with all the obligations under this 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 Contract, as well as all necessary documents in the events of audits, checks or evaluations;

This includes the following documentation:

- For **staff costs**: a copy of the contract (or equivalent document) and payslips (or remuneration receipts) for each staff working in the Project duly filled-in and signed with time sheets on a monthly basis using the template provided by the Coordinator in Annex 5.

- For **travel costs**: a duly filled-in Individual Travel Report for each trip (see Annex 4), supporting documentation (travel tickets, boarding passes with points of departure and destination, hotel invoices, other receipts).
 - For **other costs**: quotes (if applicable), contracts, invoices and proofs of payments, as specified in the approved budget.
- (d) provide the Coordinator with any other information or documents it may require and which are necessary for the management of the Project;
- (e) notify the Coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the Project (e.g. replacement of the Project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the Coordinator of any change in the Beneficiary's legal, financial, technical, organisational or ownership situation and of any change in the Beneficiary's name, address or legal representative;
- (g) prepare and submit in due time the Beneficiary report to the Coordinator per request.

Article 4 **Financing the action**

4.1 The maximum Jean Monnet grant contribution to the Project for the contractual period covered by the Contract amounts to **EUR 298,731.24**.

4.2 The grant contribution to the Project is intended to cover only 80% of the costs actually incurred by the Parties in carrying out the activities foreseen. The Parties commit to provide additional resources to the Project so as to ensure its full implementation in accordance with the Contract.

4.3 The Beneficiaries are responsible for the co-financing of their staff, travel & per diems, and some specific conference items detailed in the Contract (Annex II).

4.4 If a Party receives co-financing for an activity they should inform the Coordinator and declare the co-financing in their financial report. Co-financing should be fully acknowledged in the website of the Project and financial reports must be shared by the co-funders should they ask for it.

4.3 Full details of the estimated budget breakdown per funding source, Party and budget category are given in Annex 1 of this Agreement.

Article 5 **Payment arrangements**

5.1 The Coordinator will transfer the part of the Jean Monnet grant contribution corresponding to each individual Beneficiary using the accounts stipulated in Annex 7 of this Agreement.

For this purpose, the Beneficiary will send a Request for Payment to the Coordinator, duly signed by the Project Contact Person of the Beneficiary, for the annual instalment defined by the Coordinator in the following lines.

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

The expenses must be eligible costs in line with the provisions of the Contract.

5.2 The transfer of the Jean Monnet grant contribution will be done in four instalments to each Beneficiary: 30% of the maximum grant share for each partner at the start of the Project, 20% in the second Project year, 20% in the third Project year and the rest of the eligible costs after the final report has been approved by the EACEA and when the Coordinator has received the last instalment from the EACEA.

5.3 Any conversion into euro of actual costs incurred in other currencies shall be made by the Beneficiary at the monthly accounting rate established by the Commission and published on its website http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm. The payment date will be taken into account to determine the applicable monthly exchange rate.

Article 6

Reporting

6.1 The Coordinator is responsible for submitting in due time to the EACEA all reports and financial statements as required in the Contract. For this purpose, the Beneficiaries commit to provide the Coordinator with all necessary information and supporting documents needed for drawing up reports, financial statements and any other documents required according to the Contract.

6.2 The Beneficiaries will submit their narrative and financial reports (Annex 6), together with the requested documentation as laid down in Article 3.3 (c) of this Agreement to the Coordinator no later than after completion of the respective Project year (28th of October 2021, 2022 and 2023) for audit check as envisaged in the Contract, Annex II General Conditions. Submission of full documentation is a precondition for transfer of grant instalments in the second and third year of the Project. Financial reports must be drawn up in EURO.

6.3 The Beneficiaries shall keep a record of any expenditure/activity incurred under the Project and all proofs and related documents for a period of 7 years after the payment of the final balance under the Contract. The Coordinator may reject any item which cannot be justified in accordance with the rules set out by the EACEA in the Contract and in the Guidelines for the Use of the Grant.

Article 7

Budgetary and financial management

7.1 The Jean Monnet grant contribution to the Project's staff costs, travel costs and subsistence costs will be calculated on the basis of "unit contributions" whose individual amounts are specified in the Project budget (see Annex 1).

7.2 The Jean Monnet grant contribution to the Project's subcontracting and other costs will be based on the justification of the costs actually incurred.

7.3 The Parties confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the Project, as well as public procurement legislation regarding the other costs.

7.4 Each Party is responsible for ensuring adequate insurance arrangements for their staff 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 Contact Person of each Party (see Annex 8). Any changes regarding

the Project Contact Person of appointed Project coordinator has to be indicated to the Coordinator immediately in written form.

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 an event, must specify that the Project is being co-financed by funds within the Contract.

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 marked or declared by the disclosing Party as confidential. The Parties shall remain bound by this obligation for five (5) years after the termination of this Agreement.

10.2 The obligation to keep information confidential in accordance with 10.1 shall not apply to information which:

- has become publicly available by means other than a breach of the recipient Party's confidentiality obligations
- can be shown by documentary evidence to be lawfully developed by the recipient independently of any such disclosure by the disclosing Party;
- can be shown by documentary evidence to be lawfully known to the recipient prior to disclosure; or
- the recipient is required to disclose in order to comply with applicable laws or regulations or with a court or administrative order. In this case the recipient shall notify the disclosing Party by registered letter.
- is lawfully obtained by the recipient from a third Party without a duty of confidentiality to the discloser.

10.3 All personal data contained in or relating to this Agreement shall be processed in accordance with the GDPR provisions of the European Union.

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 Parties.

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 Parties discharges the others of any civil liability for any damages suffered by itself or its staff as a result of the execution of this Agreement, insofar as the damage or loss is not caused by a wilful act or gross negligence of another 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 this 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 EACEA.

Article 14 Working languages

14.1 This Agreement is drawn up in English and that language shall govern all documents, notices and meetings for its application and/or extension.

Article 15 Conflicts

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

15.2 Disputes should be notified in writing to the Coordinator, who will try to mediate in order to resolve the conflict. In the case of failure, a neutral third-party mediator will be engaged in order to attempt to resolve the dispute.

Article 16 Applicable law and jurisdiction

16.1 This Agreement shall be construed according to and governed by the Austrian law to the jurisdiction of the competent court of law in Vienna, Austria. In the case of non-compliance of this Agreement and the Contract with EACEA, the Contract shall prevail.

16.2 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 the Parties.

16.3 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.

Article 17
Termination of the Agreement

17.1 In the event that any of the Beneficiaries fails to perform any obligations under the present Agreement or the Contract, the Coordinator will give formal notice by registered letter to such Beneficiary requiring that such breach will be remedied within 30 calendar days.

17.2 If such breach is not remedied within that period or cannot be remedied, the Coordinator may decide to declare the Beneficiary to be a Defaulting Party and to decide on the consequences thereof, which may include termination of its participation in the Project. The Party concerned has to submit a final Beneficiary report and a final financial report to the Coordinator in the case of termination of its participation in the Project.

Article 18
Force Majeure

18.1 “*Force Majeure*”: Any unforeseeable exceptional situation or event beyond the Parties' control, which prevents them from fulfilling any of their obligations under this Agreement, which was not attributable to error or negligence on their part or on the part of subcontractors, or third parties involved in the implementation and which proves to be inevitable in spite of exercising all due diligence.

If any of the Parties faces a case of *force majeure*, it shall promptly notify the other Parties 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
Insolvency

19.1 In the event of the insolvency of any Party the other Parties are hereby irrevocably constituted and appointed attorneys-in-fact for such insolvent Party to act for it in all matters affecting performance of the Contract.

Article 20
Amendments

20.1 Any amendments to this Agreement must be made in writing by means of a Supplementary Agreement and becomes effective when signed by the authorised legal representatives of all Parties. No oral agreement may bind the Parties to this effect.

20.2 The amendment may not have the purpose or the effect of making changes which might call into question the dispositions of the Contract.

Article 21
Annexes

- **Annex 1** – Budget/Expenditure/Co-financing breakdown per partner and budget category according to the Project application.

- **Annex 2** – Copy of the Grant Decision signed between the Coordinator and the EACEA, its annexes (General Conditions, Consolidated Budget, Project Application and Detailed Project Description), and any existing amendment.
- **Annex 3** – Timetable of the Project
- **Annex 4** – Individual Travel Report Form
- **Annex 5** – Staff Timesheet Form
- **Annex 6** – Beneficiary Report Forms
- **Annex 7** – Individual Bank account form for Beneficiary organisation
- **Annex 8** – List of appointed Contact Persons of each Beneficiary

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

This Agreement is done in 17 copies, one for each Beneficiary and one for the Coordinator.

For the Coordinator

Österreichische Gesellschaft für Europapolitik, ÖGfE

The legal representative
Mag. Paul Schmidt
Secretary General

Signature
Done in Vienna

Date:

For the Beneficiaries

Austrian Institute for International Affairs, oiiip

The legal representative
Christian Arthaber
Managing Director

Signature
Done in Vienna

Date:

Cooperation and Development Institute, CDI

The legal representative
Krisela Hackaj
Executive Director

Signature
Done in Tirana

Date:

New Bulgarian University, Centre for European Refugees, Migration and Ethnic Studies, CERMES

The legal representative
Assoc. Prof. Plamen Doynov, DSc
Rector

Signature
Done in Sofia

Date:

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Prof. Athanasios Katsis
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Done in Tripolis

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Instituto Affari Internazionali, IAI

The legal representative
Natalie Tocci
Director

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Done in Rome

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Center for European Strategies, EUROTHINK

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Ivan Stefanovski
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