

Partnership Agreement

Grant Agreement Number: 2016 – 2519/001-001

Project Name: Improving Governance Practices and Palestinian Higher Education Institutions (UniGov)

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

An-Najah National University – ANNU
Omar Ibn Khatab St., P.O. Box 7, Nablus, PS

hereinafter referred to as the “coordinator”, represented for the purposes of signature of the Agreement by the legal representative Dr. Kherieh Rassas, being the position: Vice President for International Affairs, the legal representative as defined in the Grant Agreement – 2016 – 2519/001-001, and the following beneficiary:

Università di Siena - established in Italy
Registered Address: Via Banchi di Sotto , 55- 53100 Siena, Italy

hereinafter referred to as the “beneficiary”, represented for the purposes of signature of the Agreement by the legal representative of the institution.

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 “**UniGov- Improving Governance Practices and Palestinian Higher Education Institutions**” (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 n. 2016 – 2519/001-001, 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.

1.4 The coordinator and the beneficiary 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 15-10-2016, as 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 beneficiaries (including the coordinator).

The beneficiaries:

- (a) are jointly responsible for carrying out the activities attributed to them, 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 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 Grant Agreement 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 conduct the work in accordance with the coordination and management modalities set forth by the coordinator, and shall take full responsibility of their outputs and deliverables in accordance with the accepted quality measure that are set forth by the Quality Assurance Committee;
- (e) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (f) 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.

3.3 Specific obligations and role of each beneficiary (excluding the coordinator).

Each 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) submit in due time to the coordinator all original documents needed to draw up the reports, financial statements, as well as any other documents provided for in the Grant Agreement;
- (e) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;
- (f) notify the coordinator of any foreseen events 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.);
- (g) 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;
- (h) give access to the relevant authorities (Audit Authority, Commission Services and national and EU controlling institutions) to its premises for the necessary controls and audits;
- (i) ensure that its part of activities to be implemented in the approved project is not fully or partly financed by other EU Programmes;
- (j) to timely start as well as to implement the part(s) of the project for which it is responsible in due time and in compliance with the approved application form ensuring, in quantitative and qualitative terms, the delivery of its planned project activities, outputs and results;
- (k) that expenditure reported to the coordinator has been incurred for the purpose of implementing the project and correspond to the activities described in the approved application;
- (l) that, in case one or more output and result targets are not successfully reached, as set in the application, adequate corrective measures are put in place, subject to the coordinator approval,

Within 45 days of receipt of the necessary proofs of expenditure/activity at the end of each WP implementation, the coordinator in cooperation with the Quality Assurance Committee will evaluate the WP progress, outputs and results. According to the evaluation results by the Quality Assurance Committee and the coordinator, the coordinator will transfer to the beneficiary the funding on the eligible cost charged to the beneficiary's budget for WP implementation, in accordance with the rules described in the Grant Agreement.

In calculating the financing amount foreseen for WP implementation, the coordinator will take into account the reserve fund for co-financing (Annex I), which is the 15% of the staff costs, the advance payments and the expenses directly incurred by the coordinator on behalf of the beneficiary.

Should the coordinator not have any remaining funds for the project to make the payment to the beneficiary, the payment will be delayed until the arrival of the next transfer of funds from the Executive Agency to the project.

5.3 Beneficiaries are 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 reported by the beneficiaries will be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.

5.4 If there is a difference between the amount of the Erasmus+ grant contribution actually reported by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the project, the following procedure will apply: the beneficiary responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator.

5.5 The costs of financial transfers will be borne by both the coordinator and the beneficiary.

Article 6 Reporting

6.1 The coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the beneficiaries commit to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

6.2 The coordinator shall provide the beneficiaries 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.

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 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 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 and in the Guidelines for the Use of the Grant.



7.2 For the implementation of the project and the beneficiary's reimbursement of costs incurred in terms of travel and costs of stay, the partnership will use the procedures described in Annex II of this Agreement.

7.3 For the implementation of the project and the beneficiary's reimbursement of costs incurred in terms of staff, the partnership will apply the unit costs amounts as defined in the Erasmus+ Programme Guide and in the Guidelines for the use of the Grant and as indicated in the Annex III of this Agreement.

7.4 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.

7.5 The beneficiaries confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.

7.6 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 (or the coordinator) of each beneficiary, as per the details below:

For the coordinator:

P1. ANNU - An-Najah National University, Palestine
Dr. Kherieh Rassas
Office of International Development and External Affairs
An-Najah National University
Nablus, Palestine,
PO Box 7
Tel: |+972 9 2345113
Fax: |+970 9 234 5982
Att.: Ms. Dalal Radwan (UniGov Project)
international@najah.edu

For the beneficiary:

UNISI- Università di Siena, Siena
Dr. Annalisa Poggialini
Head of the International Relations Department
Via S. Vigilio, 6 – 53100 Siena,
Email: euprograms@unisi.it

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 partners 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 and conflicts should be addressed in writing to the coordinator immediately. The coordinator, only when necessary, may raise the issue to the Steering Committee, consisting of representatives of all the project partners, that will try to mediate the issue in order to resolve the conflict.

15.3 If a conflict persists, the coordinator shall take necessary steps to avoid risks that may influence project progress, the quality of outputs and deliverables, and the achievement of objectives and the overall goal.

Article 16 **Applicable law and jurisdiction**

16.1 This Agreement is governed by the Palestinian 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.

Annex I

Budget and Co-financing breakdown

Approved Budget breakdown per partner and budget category

1. Staff Costs			
Partner n.	Name of Partner	Country	Budget
P1	An-Najah National University	Palestine	25,331.00
P2	Birzeit University	Palestine	19,362.00
P3	Isalmic University in Gaza	Palestine	17,948.00
P4	Arab-American University - Jenin	Palestine	17,948.00
P5	Palestine Polytechnic University	Palestine	17,948.00
P6	University of Siena	Italy	55,332.00
P7	University of Ljubljana	Slovenia	37,703.00
P8	University College Cork	Ireland	67,289.00
P9	Mediterranean Universities Union	Italy	40,498.00
P10	University of Évora	Portugal	31,181.00

2. Total Travel Costs	97,420.00
3. Total Costs of Stay	293,880.00

4. Equipment Costs			
Partner n.	Name of Partner	Country	Budget
P1	An-Najah National University	Palestine	10,000.00
P2	Birzeit University	Palestine	10,000.00
P3	Isalmic University in Gaza	Palestine	10,000.00
P4	Arab-American University - Jenin	Palestine	10,000.00
P5	Palestine Polytechnic University	Palestine	10,000.00



5. Subcontracting Costs			
Partner n.	Name of Partner	Country	Budget
P1	An-Najah National University	Palestine	44,000.00
P2	Birzeit University	Palestine	5,000.00
P3	Isalmic University in Gaza	Palestine	5,000.00
P4	Arab-American University - Jenin	Palestine	5,000.00
P5	Palestine Polytechnic University	Palestine	5,000.00
P6	University of Siena	Italy	4,000.00
P7	University of Ljubljana	Slovenia	4,000.00
P8	University College Cork	Ireland	4,000.00
P9	Mediterranean Universities Union	Italy	5,000.00
P10	University of Évora	Portugal	4,000.00

Reserve Fund

A reserve fund of 15% of the total staff costs for each beneficiary is set aside by the partnership to meet any unexpected costs that may arise in the implementation of the project. The reserve fund will be used to:

- i. co-finance travel costs and costs of stay higher than the unit costs;
- ii. co-finance money transfer costs by the coordinator to other beneficiaries,
- iii. co-finance other type of expenditures and expenses required for the implementation of the project (e.g. costs for dissemination, printing and publishing) which are not taken into account in the calculation of the grant.

The reserve fund will be managed centrally by the coordinator who will prepare a summary report on expenditures to be sent to the consortium on an annual basis. The actual reserve fund will be re-calculated globally for the overall project, on the basis of the actual expenditures and expenses. In case of need for some more resources, a formal amendment to this Agreement will be negotiated among the partners. The remaining funds will be redistributed among the beneficiaries according to the budget shares of the partners and it will be transferred to the beneficiaries' accounts with the balance payment.



Annex II

Reimbursement modalities for travel and costs of stay

Although CBHE partnership applies the unit costs amounts defined in the Erasmus+ Programme Guide for the reimbursement of the travel and costs of stay incurred by the beneficiary organisations for the implementation of the project activities, the beneficiary's procedure for covering these costs will be based on the reimbursement of actual costs incurred for travel costs and costs of stay, subject to the key principles listed below.

The coordinator will manage travel costs and costs of stay centrally. In case the global expenditures for travel costs and costs of stay will exceed the unit costs amounts defined in the Erasmus+ Programme Guide, the partnership will use the reserve funds to cover the extra costs.

All travels have to be consistent with the project activities. Existence of a formal employment relation is required in order to participate to a travel.

Key principles for travel costs and costs of stay:

- The coordinator will pre-reserve and pre-pay plane tickets.
- Beneficiaries are required to choose the cheapest means of travel, e.g. economy tickets for air travel and to take advantage of reduced fares. Where this is not the case a full explanation should be provided to the coordinator;
- Costs related to entry visas and related obligatory insurance are eligible and will be reimbursed based on the availability of reserved budget;
- The coordinator will pre-reserve hotel rooms for the number of nights needed to perform the project-related activities. The coordinator will take care of planning such number of nights in consideration of reasonable travel schedules. All other expenses (e.g. difference from a standard room to a superior room or a superior hotel, mini bar, hotel bar, additional meals, etc.) will not be covered;
- In case of cancellation, for any reason, after confirmation (i.e. after ticket purchase and/or hotel booking) the related costs will be in any case deducted from the beneficiary's project budget.

Exceptions to these modalities will be managed on a case-by-case basis.

In addition to the supporting documents specified on point 3.3.1.2 of the Guidelines for the Use of the Grant, beneficiaries need to justify the actual cost of the expenditures not anticipated by the coordinator and to provide the relevant supporting documents (e.g. invoices and receipts, travel tickets and boarding passes).



Annex III

Remuneration modalities of staff involved in the project

This budget heading contributes to the cost of staff for all beneficiaries when they are performing tasks which are directly necessary to the achievement of the objectives of the project. These costs are supported on the basis of unit costs. A unit cost is a fixed contribution which is multiplied by the specific number of units to cover the costs linked to the implementation of a specific activity or task. The unit costs to be applied are those defined in the tables below.

Unit Costs for Staff	Manager	RTT	Technical	Administrative
Palestine	77	57	40	32
Italy	280	214	162	131
Portugal	164	137	102	78
Ireland	294	241	190	157
Slovenia	164	137	102	78

The existence of a formal employment relationship between the employee and the beneficiary institutions is required. The employee must be part of the payroll system of the beneficiary institution. The unit costs to be applied for Staff costs take into account two variables: the type of staff category and the country in which the staff member is employed. Each unit cost corresponds to an amount in Euro per working day per staff.

The applicable staff categories to be applied are the following:

- Managers (including legislators, senior officials and managers) carry out top managerial activities related to the administration and coordination of project activities;
- Researchers, teachers and trainers (RTT) typically carry out academic activities related to the development of project results;
- Technical staff (including technicians and associate professionals) carries out technical tasks such as book-keeping, accountancy, in-house translation activities;
- Administrative staff (including office and customer service clerks) carries out administrative tasks such as secretarial duties. Students can work for the project and can be considered as administrative staff, provided that they have signed a work contract with a consortium beneficiary institution.

The Staff category to be applied depends on the type of activity performed in the project and not on the status or title of the staff member. The unit cost to be applied is the one corresponding to the country in which the staff member is employed, independently of where the tasks will be executed (i.e. a staff member of an organisation of country A working (partly) in country B will be considered for the unit costs under country A).

The reimbursement is based exclusively on the application of the unit costs and is independent from the actual remuneration of the staff involved. The reimbursement for staff costs is calculated by multiplying the unit cost (corresponding to the applicable category of country and staff) by the total number of days spent on the implementation of the project per staff member. One working day is defined according to the applicable national legislation. Declared working days per individual shall not exceed 20 days per month or 240 days per year.



Annex IV
**Copy of the Grant Agreement signed between the coordinator and
the Executive Agency and its annexes**



Annex V

Guidelines for the Use of the Grant

These Guidelines provide guidance to the beneficiaries with regards to the implementation of the activities and the use of the grant relating to the project.

Link to the Guidelines for the use of the Grant:

http://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-higher-education_en

Direct link [PDF]:

https://eacea.ec.europa.eu/sites/eacea-site/files/guidelines_for_the_use_of_the_grant_-_cbhe_version_01.05.2016.pdf



Annex VI Bank account

Beneficiary Organization: UNIVERSITA' DI SIENA

Name of the Account Holder:	Università di Siena
Address the Account Holder:	Via Banchi di Sotto, 55 – 53100 Siena
Name of Bank:	Monte dei Paschi di Siena
Address of Bank:	Piazza Giovanni Amendola, 4 53100 Siena- Italy
IBAN code (International Bank Account Number):	IT 16 U 01030 14217 000063269552
Bank or Swift Code:	PASCITM1J25



Annex VII

Reporting forms

Reporting forms for Staff Costs (Staff Convention and Time-Sheets), Travel Costs and Costs of Stay (Individual Travel Report) are available on the CBHE Beneficiary Space.

Link to the CBHE Beneficiary Space:

http://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-higher-education_en

