

Partnership Agreement

concerning

ARMONIA — hARmonisation and MODernization of the higher education system in libya introducing bologna process principles at National and Institutional levels

Project Number: 101128864

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

on the one part,

UNIMED – Mediterranean Universities Union

Address: Corso Vittorio Emanuele II, 244 - 00186 Rome, Italy

represented for the purposes of signature of this Agreement by its legal representative, **Mr. Marcello Scalisi**, Director and Special Prosecutor,

hereinafter referred to as the **"Coordinator"**,

and

on the other part,

Nalut University

Full official address: Nalut, Libya

represented for the purposes of signature of this Agreement by its legal representative, **Prof. Mohamed Gnan**, University President,

hereinafter referred to as the **"Partner"**.

Whereas, within the framework of the Erasmus+ Programme, the Coordinator has concluded a contract (hereinafter referred to as the **"Grant Agreement"**) with the European Education and Culture Executive Agency (**EACEA**), under the powers delegated by the European Commission (**EC**), for the project called **ARMONIA - hARmonisation and MODernization of the higher education system in libya introducing bologna process principles at National and Institutional levels** with reference nr. 101128864 (hereinafter referred to as the **"Project"**). The Grant Agreement, together with its Annexes, shall form an integral part of this Agreement (see **Annex I**), and in case of any discrepancy between the two agreements, the Grant Agreement prevails.

The Coordinator and the Partner shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

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The Coordinator and the Partner have agreed to define their rights and obligations with respect to carrying out specific tasks relating to the Project as described in *Annex I*.

Therefore, the following is hereby agreed between the Coordinator and the Partner:

Article 1. Subject

This Agreement lays down the rules of procedure for the work to be carried out in order to successfully implement the Project. On the basis of this Agreement, the Partner shall contribute to the achievement of the requirements of the Grant Agreement in accordance with the terms and conditions as stated in the latter.

Article 2. Duration

This Agreement shall come into force on the day when it has been signed by both the Coordinator and the Partner respectively, but shall have retroactive effect from **15/01/2024**, as the starting date of the eligibility period laid down in the Grant Agreement. This Agreement will cover the period up to **14/01/2028**.

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

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 EACEA.

Article 3. Management structure

The project will be managed by:

- Assembly of Partners
- Steering Committee
- Project Manager(s) and Financial Manager from UNIMED
- A Local Coordinator from each Partner institution

In addition, a Quality Committee will be established for internal quality purposes.

Details on the Project Management structure and Quality Committee are indicated in the approved project proposal (see Annex I).

Article 4. Obligations of the Partner

The Partner undertakes to:

- comply with all the provisions of the Grant Agreement;
- provide the Coordinator with any information or documents it may require according to the stipulations made in this Agreement;
- supply to the Coordinator all relevant information that the latter finds reasonably necessary to ask for the implementation of this Agreement;
- carry out the activities in accordance with the work programme and schedule set forth in the Grant Agreement and approved application;
- inform the Coordinator of any delay in the performance of the activities undertaken by the Partner under this Agreement.

Article 5. Obligations of the Coordinator

The Coordinator undertakes to:

- comply with all the provisions of the Grant Agreement;
- be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
- make the necessary arrangements for the preparation, execution and smooth running of the programme of work which is the subject of this Agreement, with a view to achieving the objectives of the Project as described in *Annex I*;
- provide the Partner with copies of official documents pertaining to the Project, such as the Grant Agreement and the various reports;
- request the Partner position regarding any proposed changes made in the Grant Agreement;
- collect, review, and submit information on the progress of the project and reports to the EACEA, according to the Grant Agreement;
- interact on a regular basis with the Partner to make sure that technical work is carried out according to the provisions set in the proposal and within the work-plan scheduled deadlines;
- be the intermediary for all communication between the Partner and the EACEA, and inform the Partner of any relevant communication exchanged with the EACEA;
- as the sole recipient of payments on behalf of the Consortium, transfer funds to the partner in accordance with the dispositions for payments laid down in Article 8 of this Agreement.

Article 6. Responsibilities of the Partner and the Coordinator

6.1 General principles

The Partner and the Coordinator undertake to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Agreement as may be reasonably required from it and in a manner of good faith. The Partner and the Coordinator undertake to notify promptly, in accordance with the management structure of the Project, any significant information, fact, problem or delay likely to affect the Project. In addition, they:

- are jointly responsible for carrying out the activities 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;
- are jointly responsible for complying with any legal obligation incumbent on them jointly or individually;
- shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- must be responsible for the sound financial management and cost efficiency of the funds allocated to the project.

The Partner shall promptly provide all information reasonably required by another Partner or by the Coordinator to carry out its tasks. The Partner shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Partners involved in the Project. In addition, the Partner shall:

- keep information stored in the Participant Portal Register up to date;
- 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.);
- 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;
- give access to the relevant authorities (e.g. Audit Authority, Commission Services and national and EU controlling institutions) to its premises for the necessary controls and audits.

6.2 Breach

In the event a responsible Partner identifies a breach by a Partner of its obligations and/or responsibilities under this Agreement or the Grant Agreement (e.g.: a partner not delivering the planned result; a partner not taking part in the foreseen activities; a partner producing poor quality work), the Coordinator or the Partner, if the Coordinator is in breach of its obligations under this Agreement or the Grant Agreement, will give written notice to such Partner requiring that such breach be remedied within 30 calendar days. If such breach is substantial and is not remedied within that period or is not capable of remedy, the Consortium may decide to declare the Partner to be a defaulting partner and to decide on the consequences thereof which may include redistribution of tasks and related budget or even to the termination of its participation.

6.3 Involvement of third parties

A party that enters into a subcontract or otherwise involves third parties in the Project remains solely responsible for carrying out its relevant part of the Project, and for such third party's compliance with the provisions of this Agreement and of the Grant Agreement. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Partners involved in the project under this Agreement, the Grant Agreement and any subsequent amendments of it.

Article 7. Financial record keeping and Reporting

The Coordinator is responsible for submitting in due time to the EACEA all report(s) and financial statement(s) as required in the Grant Agreement. For this purpose and in a timely manner, the Partner commits 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. These copies will be provided in case of either an audit claim by the EACEA or a final justification process.

Partner is required to submit to the Coordinator reports and related supporting documents according to the following schedule:

Report	Period	Deadline for submission
1st internal report	15/01/2024 – 14/01/2025	14/02/2025
2nd internal report	15/01/2025 – 14/01/2026	14/02/2026
3rd internal report	15/01/2026 – 14/01/2027	14/02/2027
4th internal report	15/01/2027 – 14/01/2028	14/02/2028

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Financial statements must be drawn up in Euro. Currency conversion for financial statements may be done as follows:

- Partner with general accounts in euro must convert costs incurred in another currency into euro in accordance with its usual accounting practices;
- Partner with general accounts in a currency other than euro must convert costs incurred in another currency into euro at the average of the daily rates published in the C series of the Official Journal of the European Union, determined over the corresponding reporting period (available at www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html).

If no daily euro exchange rate is published in the Official Journal of the European Union for the currency in question, conversion must be made at the average of the monthly accounting rates established by the EC and published on its website, determined over the corresponding reporting period (available at:

https://commission.europa.eu/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-infoeuro_en).

The Partner must keep records and other supporting documents for five years after the payment of the balance to prove the proper implementation of the project (proper implementation of the work and/or achievement of the results as described in *Annex I*) in line with the accepted standards in the respective field (if any).

The records and supporting documents must be made available upon request (see Article 19 of the Grant Agreement) or in the context of checks, reviews, audits or investigations (see Article 25 of the Grant Agreement). In case of on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Grant Agreement (including the extension of findings; see Article 25 of the Grant Agreement), the partner must keep these records and other supporting documentation until the end of these procedures.

A set of templates that are to be used by the Partner during the project will be provided by the Coordinator before the first set of reports become due.

The Partner must keep the original documents, while certified copies of the project documentation must be submitted to the Coordinator. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The EACEA may accept non-original documents if they offer a comparable level of assurance.

Article 8. Budget, grant amount and payments

8.1 General principles

The Coordinator and the Partner shall be bound by the obligations set and instructions given concerning the budget in the Grant Agreement and any subsequent amendments of it. The Coordinator may reject any item of expenditure which cannot be justified in accordance with the rules set out for Eligible Costs (see Annex I).

The maximum grant contribution to the project amounts to EUR 999.782,00 (see *Annex II*). The grant contribution to the project is intended to cover only part of the costs actually incurred by the consortium in carrying out the activities foreseen (EU co-financing rate 90%). The project must be



funded by sources of co-financing other than the EU grant (e.g. partner's own resources etc.), so as to ensure its full implementation in accordance with the Grant Agreement.

8.2 Payments and payments arrangements

The Partner knows that the Coordinator receives the grant amount from the EACEA as follows:

- an initial prefinancing of 70% of the maximum grant amount;
- final payment.

Considering that the Partner is not in the position to receive foreign currency transactions to its institutional bank account due to internal policy and regulations, the grant amount will be transferred by the Coordinator, **upon acceptance by the EACEA**, directly to the Partner's staff involved in the Project, using personal bank accounts located preferably in Libya or in the EU (*Annex IV*).

This practice is to be considered temporary as it constitutes an exception to the ordinary rule(s) according to which only the Partner can receive funds within the Project, and will be valid until the situation is solved and the Partner is able to receive foreign currency transactions to its institutional bank account. In such a case, an amendment to this Agreement will be formalised.

Furthermore, this practice is only valid provided that the Partner will substantiate and endorse the workload, the tasks carried out and the amounts to be paid to their staff personal bank accounts.

The grant amount will be transferred by the Coordinator to the Partner as follows:

Advance Payment(s)

No advance payment(s) will be made.

Payments linked to the submission by the Partner of internal reports

Following each reporting period (see Article 7 above), the Coordinator will transfer part of the "grant managed by the Partner" within 30 days after the approval by the Coordinator of the concerned internal report submitted by the Partner.

The maximum amount to be transferred to the Partner shall not exceed:

- For the 1st internal report: 40% of the "grant managed by the Partner";
- For the 2nd internal report: 30% of the "grant managed by the Partner";
- For the 3rd internal report: 30% of the "grant managed by the Partner".

The calculation of the "grant managed by the Partner" is presented in *Annex III*.

In order to make payments, the Partner has to authorize the Coordinator to transfer the (part of) "grant managed by the Partner" to personal bank accounts of its staff members. Therefore, an **Institutional Declaration** (*Annex VI*) signed by the **legal representative** of the Partner institution concerned is a requirement. This declaration should provide that the Partner institution will substantiate and endorse the workload, the tasks carried out and the amounts to be paid to their staff personal bank accounts, and confirm that the Partner institution and its staff members (working on the Project) comply with the national fiscal obligations related to the income perceived from the Project grant.

If, during the course of the project, the actual costs for the centralised budget headings overrun the available liquidity reserve, the Partner agrees on a revision of the budget in order to integrate the necessary financial resources. This might lead to a temporary reduction of the third payment, that will be taken into account at balance payment.

Liquidity Reserve

For the purpose of ensuring Consortium's financial ability to take part in the efficient implementation of the Project, and to perform and fulfil, promptly and on time, all obligations under the Grant Agreement and this Agreement, a *Liquidity Reserve* will be set aside. It will be formed by 20% of the grant awarded for "Personnel costs" for the European Partners, and will be used to cover the actual costs incurred for the project' *Travel, Accommodation and Subsistence* exceeding the 70% prefinancing received from the EACEA.

Balance payment

The **balance payment** will be made after the approval of the Final report by the EACEA, within 60 days from the receipt by the Coordinator of the final payment from the EACEA.

It will be calculated by deducting from the total accepted EU contribution:

- the payments made during the lifetime of the project;
- any ineligible cost that may arise after the evaluation by the EACEA on the work packages and related deliverable;
- any exceedance that may arise during the lifetime of the project in the costs centralized by the Coordinator. The actual costs will be re-calculated globally for each budget heading (Travel/Accommodation/Subsistence) at the end of the project, and each Partner will participate proportionally to its share in the centralised costs.

8.3 Specific rules for C1. Travel, Accommodation and Subsistence Costs

The Partner delegates the Coordinator to manage on its behalf Travel/Accommodation/Subsistence. If, during the course of the project, the actual costs overrun the available financial resources, the Partner agree on a revision of the budget in order to integrate the necessary financial resources. This might lead to a temporary reduction of the third payment, that will be taken into account at balance payment.

Additional information is provided in **Annex V**.

8.4 Currency and bank fees

Payments will be made in euro to the bank account indicated by the Partner's staff member(s) using **Annex IV**. Direct payments practice applies only as a temporary measure as described in the Article 8.2 above.

The cost of payment transfers will be borne as follows: the coordinator bears the cost of transfers charged by its bank; the partner bears the cost of transfers charged by its bank; the party causing a repetition of a transfer bears all costs of the repeated transfer.

8.5 Incomplete or poor-quality work packages

Following the final evaluation of the EACEA on the implementation of the activities, there might be a partial or total reduction of the lump sum granted due to incomplete or poor-quality work packages. The Coordinator and the Partner hereby agree to assume joint and several liability for the consequences arising from such an occurrence.

The impact of the evaluation on the budget distribution will be assessed by the Consortium, and the necessary adjustments will be agreed upon.

8.6 Recoveries

The general liability regime for recoveries (first-line liability) is as follows: at final payment, the Coordinator will be fully liable for recoveries, even if it has not been the final recipient of the undue amounts. At partner termination or after final payment, recoveries will be made directly against the partner concerned.

In case of enforced recoveries (see Article 22.4 of the Grant Agreement), the partner will be jointly and severally liable for repaying debts of another partner under the Grant Agreement (including late-payment interest), if required by the granting authority (see Data Sheet, Point 4.4 of the Grant Agreement).

Article 9. Communication in connection with the project

Any communication in connection with this Agreement and all required reporting in connection with the Project will be sent to project management at the following address:

For the Coordinator:

UNIMED – Mediterranean Universities Union
Marcello Scalisi, Director and Special Prosecutor
Corso Vittorio Emanuele II, 244
00186 Rome, Italy
m.scalisi@uni-med.net

For the Partner:

Nalut University
Abdalmonem Tamtam, Director of International cooperation Office
Nalut, Libya
a.tamtam@nu.edu.ly

Article 10. Confidentiality and Data protection

The parties – during the implementation of the action and for 5 years after the payment of the balance – shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of this Agreement and which are explicitly indicated in writing as confidential as disclosure could cause prejudice to the other party.

A party shall not use confidential information and documents for any reason other than fulfilling their obligations under this Agreement, unless they have first obtained the prior written agreement of the other Partner or of the EACEA.

All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article 15 of the Grant Agreement.



Article 11. Intellectual property rights and use of results

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 consortium, in compliance with Article 16 of the Grant Agreement.

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

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

The Partner must compensate the EACEA for any damage it sustains as a result of the implementation of the project or because the project was not implemented in full compliance with the Grant Agreement, provided that it was caused by gross negligence or wilful act (see Article 33.2 of the Grant Agreement).

Article 13. Conflict of interest

The coordinator and the partner 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. Any situation constituting or likely to lead to any such conflict should be brought to the attention of the coordinator without delay, and the partner in cause shall undertake to take all necessary measures to rectify this situation at once. The coordinator will decide if it is deemed necessary to inform the EACEA.

Article 14. Working languages

The working language of the parties shall be English. Both parties commit to allocating to the project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 15. Modification of the Agreement

Changes or amendments to this Agreement shall be approved by both the parties and become effective when signed by their authorised representatives.



Article 16. Amendments

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. 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 17. Termination of the Agreement

This Agreement may be terminated in the event that the parties should fail to perform one of the obligations arising therefore, and independently from consequences provided for in applicable law, in that event, the Coordinator may terminate or cancel the Agreement by rights, without legal formalities, where notification of the Partner by registered letter does not result in performance within one month.

In duly justified cases, the Partner may terminate the Agreement, under the condition that the Partner has obtained the prior written consent of the Coordinator. The Partner will give 60 days written notice by means of a registered letter to the Coordinator.

Article 18. Force Majeure

If either party face a case of force majeure (as per defined in Article 35 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event. 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. Settlement of dispute and applicable law

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

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.

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 20. Annexes

Annex I – Grant Agreement and its Annexes (1, 2, 3, 3a, 4 and 5)

Annex II – Detailed Budget Table

Annex III – Management of the grant

Annex IV – Request for Payment

Annex V – Specific rules for C1. Travel, Accommodation and Subsistence Costs

Annex VI – Institutional Declaration

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement, including its Annexes.

For the Coordinator

The legal representative

Marcello Scalisi

Director and Special Prosecutor

Signature and stamp

Done in Rome

Date: 23/09/2024



In duplicate in English.

For the Partner

The legal representative

Prof. Mohamed Gnan

University President

Signature and stamp

Done in Nalut

Date:

