

PARTNERSHIP AGREEMENT

Agreement Number **619011-EPP-1-2020-1-KZ-EPPKA2-CBHE-JP**

New Courses in Geospatial Engineering for Climate Change Adaptation of Coastal Ecosystems / GEOCLIC

Between

The AL-FARABI KAZAKH NATIONAL UNIVERSITY (KazNU)

with legal seat at **Al-Farabi avenue 71, 050040 Almaty city, Republic of Kazakhstan**

hereby duly represented by Prof. Kanatbek Mukanov, in his capacity as the Acting First Vice-Rector of al-Farabi Kazakh National University

hereinafter "the Coordinator"

and

**NON-PROFIT JSC "ATYRAU OIL AND GAS UNIVERSITY NAMED AFTER SAFI UTEBAYEV"
[S.UTEBAYEV AOGU]**

whose registered offices are at

45A BAIMUKHANOV STREET, ATYRAU CITY, 060027, THE REPUBLIC OF KAZAKHSTAN

represented by

Prof. Gulzada Shakulikova – Chairman of the board-RECTOR

hereinafter "the Co-beneficiaries" or "Partner(s)"

Whereas the coordinator and Co-beneficiaries, Parties to the Grant Agreement for an action with multiple beneficiaries, Agreement Number - **619011-EPP-1-2020-1-KZ-EPPKA2-CBHE-JP** signed between the Education, Audiovisual and Culture Executive Agency and the Coordinator representing all co-beneficiaries by virtue of mandate thereto (hereinafter referred to as the Grant Agreement (GA)) have decided to make appropriate internal arrangements for the proper and successful implementation of this ERASMUS+ GEOCLIC Project based on Art. II.1.1.(c) of the General Conditions as defined in Annex II of the GA, and in doing so defining the organization of the partnership by regulating their rights and obligations;

Considering and acknowledging that aforementioned Grant Agreement, as well as all terms and conditions, articles, annexes and guidelines stated in the Grant Agreement for this project are an integral part of this contract, including any further amendments to the Grant Agreement which are approved by the Education, Audiovisual and Culture Executive Agency.

That in case of conflict the Grant Agreement takes precedence over current Partnership Agreement.

The parties hereby agree as follows:

1. Subject

With regard to the provisions of ERASMUS+ programme, the Coordinator and the Co-beneficiaries undertake to carry out the programme of the work which is the subject of the current agreement, within the framework of **AGREEMENT NUMBER 619011-EPP-1-2020-1-**

KZ-EPPKA2-CBHE-JP between the coordinator represented by Prof. Kanatbek Mukanov and the beneficiaries represented by the coordinator by virtue of mandate thereto on the one hand and the Education, Audiovisual and Culture Executive Agency (the "Agency") represented by **Mr. Ralf Rahders**, Head of Unit Erasmus+: Higher Education – International Capacity Building on the other hand, concerning the project entitled

New Courses in Geospatial Engineering for Climate Change Adaptation of Coastal Ecosystems / GEOCLIC

Agreement Number 619011-EPP-1-2020-1-KZ-EPPKA2-CBHE-JP

The eligible cost of the action in this project for the contractual period **(15-01-2021 until 14-01-2024)** covered by project No. 619011-EPP-1-2020-1-KZ-EPPKA2-CBHE-JP is estimated at **EURO 998.832,00** (inclusive all possible taxes), the Erasmus+ programme is funding maximal with **EURO 998.832,00** equivalent to 100% of the estimated total eligible costs

The current agreement governs the relations between the parties and their respective rights and obligations with respect to their involvement in the project.

The subject of the current agreement and the associated programme of work are detailed in the Annexes, which form an integral part of the Agreement and which each party declares to have read and approved.

2. Duration

The project referred to in Article I has a duration of 36 months. It starts 15-01-2021 and ends on 14-01-2024, unless terminated in accordance with Grant Agreement, Article II.16 of Annex II General Conditions.

The current agreement shall come into effect on the day when it has been signed by all parties, but shall have retroactive effect from the start of the eligibility period (*i.e.* 15-01-2021). It shall remain in force until the Coordinator has discharged in full its obligations arising from the Erasmus+ Grant Agreement with the Executive Agency.

The period of eligibility of the costs starts on 15-01-2021 and ends on 14-01-2024.

3. Obligations

Obligations of the Co-ordinator

The **Coordinator** commits to:

- make the necessary arrangements for the preparation, execution and smooth running of the programme of work which is the subject of the current agreement, with a view to achieving the objectives of the project as described in the agreement signed between the Agency and the Coordinator.
- provide the Partner with copies of the official documents pertaining to the project, and the various reports.

- inform the Partner immediately of any change made in **AGREEMENT NUMBER 619011-EPP-1-2020-1-KZ-EPPKA2-CBHE-JP**

Obligations of the Co-beneficiaries

The Co-beneficiaries organisation commits to:

- make the necessary arrangements for the preparation, execution and smooth running of the programme of work which is the subject of the present Agreement, with a view to achieving the objectives of the project as described in the Agreement signed between the Agency and the Coordinator.
- comply with all the provisions of the Grant Agreement including its Annexes as concluded between the Agency on the one hand and the Coordinator and the beneficiaries duly represented by the Coordinator on the other hand.
- edit the activity and financial reports that are to be submitted to the Coordinator.
- provide the Coordinator with any information or documents it may require and which are necessary for the administration and management of the project.
- implement the portion of the project for which the Co-beneficiary is responsible and fulfil the obligations arising from the approval of the grant.
- provide the Coordinator with all the necessary documents in the event of audits, checks or evaluations, as described in the Grant Agreement NUMBER 619011-EPP-1-2020-1-KZ-EPPKA2-CBHE-JP
- in Article II.27 of Annex II General Conditions, and accept responsibility, when applicable, for ineligible expenses.

4. Working languages and day-to-day exchange of information

The working language including for transnational and joint project activities, including all reports, correspondence and invoices as well as expert opinions, and for seminars and workshops is English. Any official internal document of the operation shall be made available in the language of the Grant Agreement, *i.e.* in English.

The internal communication is managed through the system of electronic mailing lists structured in accordance with the project needs (general mailing list, thematic clusters' mailing lists, executive mailing list), thematic fora and collaborative working functionalities provided by the project website.

External communication - official information on the project, communication with EACEA, external partners is provided by Coordinator; dissemination on the project goals, activities and impacts are in the hands of all partners involved in the project.

Every report or deliverable will be produced in electronic form by the partners and posted on the web immediately in order to be seen by the other partners.

The private area of the project web page will be the main information tool. Partners and EACEA have online access to the project activities, intermediate results, outcomes via the project web page.

The communication will have to respect the commonly agreed rules and standards.

5. Management of the project – governance structure

§1 General structure:

For the management of the action the following consortium bodies will be set up:

Project management board (PMB)

Working groups

Internal Evaluation Board (IEB)

Coaching and a Project Advisory Board (PAB)

§2: Composition, tasks and decision structure:

Project management board (PMB)

Tasks:

- to monitor and evaluate the phases of the action in terms of objectives and correspondence with the work plan. PMT decides on the timing of the action and timing of meetings and trainings.
- To decide on the confidentiality of information and documents
- The members of PMB will conduct Local coordination meetings in their institutions and Regional coordination meetings in their countries according to a special plan adopted in the kick-off meeting, any way at least once every three months. The local coordinator will lead the special formed Local Project Team (LPT) of his institution, which will work out and follow-up the Work plan of the own Institution.

Composition and decision structure:

- PMB is composed of representative of a member of each partner institution. The contact person indicated in the application will be members of PMB.
- al-Farabi Kazakh National University, KazNU is responsible for the concrete executive actions and financial management. KazNU is responsible for the overall management of the project and covers the administrative, legal and financial matters:
 - controlling/regular monitoring of timely work plan follow-up;
 - controlling of project budget;
 - regular monitoring of the work packages status measured against the planned milestones to identify potential problems and delays early enough,
 - establish and implement contingency plans when necessary; monthly Progress
 - to report to IEB/PMB
- Each PMB member is responsible of carrying out the tasks, of taking decisions and performing proper actions on a local level.
- Decisions will be taken by qualified majority (greater than 66%) in compliance with the GA and the legal basis of the Erasmus-programme. In each group (western partners, target countries) a qualified majority (greater than 66%) needs to be reached.

Working groups

Tasks:

- to control methodological aspects of the action,
- to organize the daily management decisions of the action (planning, newsletter, organization of meetings, set up agenda's, reporting on meetings, organization of motilities, buying of equipment).

Composition and decision structure:

Five working groups will be built in accordance with the main activities planned for the attainment of the project objectives foreseen:

- analysis of needs and review of educational programs;
- curricula development;
- university-business co-operation;
- exploitation including the pilot test and the field trial organization;
- dissemination.

Decisions will be taken by consensus and acted in a document which will be available.

Internal Evaluation Board (IEB)

To execute the Project Quality Control and to set up an effective quality control mechanism.

Tasks:

- Comparison with timetable of the project activities;
- Evaluation of outcomes and their quality in form of a questionnaire reports based on feedback reports received from target students/academics/stakeholders groups; students, graduates and researchers interviews;
- Online evaluation
- Ensure the development of updated/modernized curricula;
- Ensure that assets are achieved and funds are expended appropriately;
- Ensure that accreditation of the developed curricula on national/institutional levels, regulations and guidelines are met, as well as applicable.
- Identification and analysis of risk
- Identification of performance outcomes, both internal and external;
- Monitoring of service delivery against clear and known standards
- Recommendations for corrective action;
- Provision of technical assistance; advice/assistance

Composition and decision structure:

- is composed of representative of a member of each partner institution. The contact person indicated in the application will be members of IEB.
- IEB meets at every international project conference, analyses the reports and works out recommendations on the project implementation.

External evaluation will be carried out by National Erasmus Office (NEO) of partner countries and individual projects expert.

Coaching and a Project Advisory Board (PAB)

will be set up after the start as two parts of external monitoring

Tasks:

- assessments improving the quality of project outcomes: feedback reports, reports of inter project coaching

Composition and decision structure:

- PAB will include 1 representative of KAZNU, 1 of AZ, 1 of TM, 2 of EC capable of external monitoring.
- To verify where the costs are declared correctly and backed by proper supporting documents an approved auditor will produce an external audit report.

6. Planned Budget Funding

The maximum eligible planned budget for the Co-beneficiary is limited to the amount set out in Annex III of the Agreement Number **619011-EPP-1-2020-1-KZ-EPPKA2-CBHE-JP** (see Annex 2).

By the end of the action, on completion of the project, if the planned budget has not been completely spent, the EU contribution will be limited to the agreed percentage on the actually incurred costs.

The budget for travel costs & subsistence costs (Mobility) describes the maximum tolerable level. The Co-beneficiary accepts changes of the budgeted travel costs when the project requires it.

Full details of the estimated budget breakdown per funding source, beneficiary and budget category is given in Annex I of this Agreement.

7. Payments

The Co-beneficiary commits to keep separate accounts in accordance with the rules prescribed by the Agency and in accordance with the rules concerning eligible expenditure.

The Co-ordinator commits himself to carry out payments relating to the subject of this Agreement to the Co-beneficiary as a reimbursement of the portion of the expenses eligible for reimbursement and according to the achievement of the tasks

Payments will be made in Euro only after:

- submission of the original invoices or certified copies signed by the legal representative and of other required supporting documents and
- receipt of payment by the Coordinator from the Education, Audiovisual and Culture Executive Agency.

All payments shall be regarded as advances pending explicit approval by the Executive Agency of the final technical implementation report and the financial statement specified in Article II.23 c of the Grant Agreement.

When the final amount of the grant, determined in accordance with articles II.25.1 and

II.25.2 of Annex II General Conditions would result in a profit for the Co-beneficiary, the profit shall be deducted in proportion to the final rate of reimbursement of the actual eligible costs of the action approved by the Agency.

Any receipts producing a profit in the sense of article II.25.1 of Annex II General Conditions shall have to be declared and communicated by the Co-beneficiary to the Coordinator.

Specific rules for Costs of Stay

In order to apply the correct unit cost, the beneficiary must identify the duration in days of the activity (including the travel from their place of origin to the venue of the activity and vice-versa), independently of the time of departure or arrival.

Specific rules for Staff Costs

The amount due to the single partners according to the general budget of the project will be transferred to the respective account of the beneficiary in advance of the actual activities (expenditures) identified under Annexes I of this Agreement. The payments for the staff costs to the beneficiaries will be made in three instalments:

- 30% of the staff costs including full of Unit costs;
- 30% after intermediate report, having all the partners spent at least 35% of their own budget.
- 40% of the unit costs in the third project year. Each partner will deliver full report of staff unit costs (timesheets, convention for staff, employment contract and payslips) borne in the previous period. Original documents should be sent to the Coordinator.

Staff costs for the Universities of Turkmenistan according to the exceptional permission of the EACEA will be paid to the private account of the responsible local coordinator, appointed by the order of the rector of each University.

8. Audits and retention of documentation and records

The Co-beneficiary is obliged to keep all original documents, especially accounting and tax records, as well as all technical and financial documentation and hand these over to the Co-ordinator on simple request in order to fulfil the requirements with respect to:

- the Audit Certificate on the Final Financial Report and underlying accounts which has to accompany the request for payment of the balance. This external audit on the action's financial statements and underlying accounts will be performed by the external auditor assigned by the Co-ordinator.
- potential checks, audits and interim and final evaluation as foreseen in Article II.27 of Annex II General Conditions to the Grant Agreement.

Before mentioned obligation to keep documents shall be valid for a period of 10 (ten) years after receipt of the final payment by the Co-ordinator from the Agency.

National regulations on audits and retention of data and records that are binding on the Co-beneficiary shall remain applicable provided that these entail more stringent conditions.

9. Bank Account

The Co-ordinator will transfer the payments to the Bank Account specified by the Co-beneficiary:

Name of the Bank: **FORTEBANK**
Address of Bank: **155 PUSHKIN STREET**
Postcode/City/Country: **060011/ATYRAU/KAZAKHSTAN**
Name of Account Holder: **NON-PROFIT JSC "ATYRAU OIL AND GAS UNIVERSITY NAMED AFTER SAFI UTEBAYEV"**
Address of Account Holder: **45A BAIMUKHANOV STREET**
Postcode/City/Country: **060027/ATYRAU/KAZAKHSTAN**
IBAN – International Bank or Account Number: **KZ 1896510F0007370347 EUR**
Bank or Swift Code: **IRTYKZKA**
Reference: **Project No: 619011-EPP-1-2020-1-KZ-EPPKA2-CBHE-JP**

Or in the case of individual travel reimbursement on the certified bank account mentioned on the "Payment order form" as specified in Annex 3 of this Agreement.

10. Intellectual property

The cooperation under this project is regarded as a strategic partnership. Beneficiaries make in-kind contributions and offer their intellectual know-how to get a collective product. Copyrights will be respected as follows:

- Material already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights have to be strictly safeguarded, permission for reproduction and scale of reproduction have to be settled beforehand.
- Where beneficiaries develop material within the scope of the project this material will be available for the partnership as a means within the common goals set in the partnership.
- Collective products in tangible form, like manuals, CD-ROMs, online data as the authorised result of this project work may be disseminated and translated into the respective beneficiary's official language(s) for free as long as they are not marketed for profit. Throughout the contractual period of the project the partnership is the proprietor of the product.

11. Confidentiality

Although the nature of the implementation of this project is public, it has been agreed that part of the information exchanged in the context of its implementation between the Co-beneficiary and the Coordinator, shall be confidential as decided by the Consortium Council in accordance with the provisions laid down in Article II.5 of Annex II General Conditions of the Grant Agreement. Those provisions apply in a similar way amongst the co-beneficiaries

during the implementation of the Agreement and for a period of five years starting from the payment of the balance, unless

- (a) The party concerned agrees to release the other beneficiaries from the confidentiality obligations earlier,
- (b) The confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation
- (c) The disclosure of the confidential information is required by law

Any information in connection with this contract that is clearly marked or identified as confidential at the time of its disclosure, shall be confidential information. Such information shall not be disclosed to third parties, and shall be used only as necessary for the implementation of the project and the performance of the current agreement.

The Receiving Party shall apply the same degree of care with regard to the confidential information disclosed within the scope of the project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

Each Party shall promptly advise the other Parties in writing of any unauthorised disclosure, misappropriation or misuse of confidential information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Party becomes aware that it will be required, or is likely to be required, to disclose confidential information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Discovering Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

The confidentiality obligations under this contract and the Grant Agreement shall not prevent the communication of confidential information to the Executive Agency.

The obligation for confidentiality shall not apply for the information, which:

- (a) Was public or generally available to public at the time of disclosure;
- (b) Becomes public or generally available to public after the time of disclosure without any default of the Receiving Party;
- (c) Was in the possession of the Receiving Party before the disclosure as demonstrated by its written records;
- (d) Was received from a third party without any confidentiality obligations; or
- (e) Is independently developed by the Receiving Party without any use of or reference to the received confidential information.

12. Publications, dissemination of information and Publicity

Any publicity measure undertaken by any of the partners must follow the rules applicable to the visibility of EC education and culture programmes, and be in accordance to Article I.10.9. and II.7 of Annex II General Conditions of the Grant Agreement.

Information and publicity measures will be coordinated among the partners. The partner is

equally responsible to promote the fact that financing is provided from the European Union funds in the framework of the Erasmus Programme and to ensure the adequate publicity of the project.

The partner takes note of the fact that the results of the project as well as any study or analysis produced in the course of the project will be made available to the public and they agree that the results of the project shall be available for all partners and for the public free of charge.

13. Changes in the project partnership

Being aware of the fact that all changes in the partnership must be notified and requires prior approval by the Executive Agency. The following requirements are necessary for the different modifications of project partnership:

- Addition of a project partner requires endorsement from the new member (signed by the legal representative), acceptance letters from all other partners (signed by the contact persons) and a mandate signed between the coordinator and the new partner. These will be forwarded to the coordinator with the request.
- Withdrawal of a Project Partner requires written explanation from the coordinator and a withdrawing Project Partner, signed by the legal representative. Where the minimum partnership requirements are no longer fulfilled the Executive Agency reserves the right to decide on the continuation of the Grant Agreement;
- Changes of contact person for the partner require written confirmation signed by the new contact person and by the legal representative of the partner and by the former contact person.
- In case a partner withdraws from the project or is debarred from it the remaining partners will undertake to find a rapid and efficient solution to ensure the further proper project implementation without any delay. Consequently, the project partners will endeavour to cover the contribution of the withdrawing project partner, either by assuming its tasks by one or more of the present project partners or by asking one or more new participants to join the project partnership, regarding the respective programme provisions.
- The provisions set for audits set in Article 7 of this Agreement remain applicable to the partner that backed out of the project or was debarred from the project.

14. Liability

Each Party shall release the other from any civil liability in respect of damages resulting from the performance of this contract, suffered by itself or by its personnel, to the extent that these damages are not due to the negligence or wilful misconduct of the other Party or its personnel. No Party shall be responsible to the other Party for any indirect or consequential loss or similar damage such as but not limited to, loss or profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful misconduct or gross negligence by the first Party or its personnel.

Each Party shall protect the Executive Agency, the other Parties and their personnel against

any action for damages suffered by third parties, including project personnel, as a result of his performance of this contract, to the extent that these damages are not due to the negligence or wilful misconduct of the Executive Agency of the other Parties or their personnel.

The Party's aggregate liability under this contract shall not exceed the aggregate amount of the Party's own funding and the Executive Agency's contribution, unless such liability arises from the gross negligence or wilful misconduct of the Party or its personnel.

No Party shall be liable to the other for any delay or non-performance of its obligations under this contract if and to the extent such delay or non-performance is due to an event of Force Majeure as defined in Article II.3 of Annex II General Conditions of the Grant Agreement

15. Termination of the Agreement – Survival of rights and obligations

The Agreement may be terminated in the event that the Co-beneficiary should fail to perform any of the obligations arising under the present contract or the Grant Agreement, and independently from consequences provided for in applicable law. In that event, the Coordinator may terminate or cancel this Agreement in conformity with the provisions as laid down in Article II.16 of Annex II General Conditions, to the GA, when notification to the Co-beneficiary by registered letter does not result in performance within one month.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Consortium Council and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

The provisions relating to Confidentiality, for the time period mentioned therein, as well as for Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Partnership Agreement.

16. Dispute resolution and governing law

The Law applicable to the present Agreement is the Law of *Belgium*. The Parties agree to solve any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof by mutual agreement out of the court. In case that the disputes cannot be settled by agreement in due time, the parties herewith agree that the competent courts are the courts of *Belgium*.

17. Amendments to the Agreement

Amendments to this Agreement may be made solely by means of an additional clause signed by each party, signatory of the present Agreement.

No rights or obligations of the Parties coming from this contract may be assigned or transferred, in whole or in part, to any other party without the prior formal approval by the other co-beneficiaries.

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

18. Annexes, inconsistencies and severability

The Partnership consists of this core text and following Annexes and Project documents which are attached and which form an integral part of this Agreement:



- Annex 1: Financial implementation modalities of the project
- Annex 2: Certified copy of the signed Grant Agreement
- Annex 3: Guidelines for the Use of the Grant for grants awarded in 2021
- Annex 4: Timesheets (annex_i_template-timesheet)
- Annex 5: Convention for Staff Costs (annex_ii_staff_convention)
- Annex 6: Mobility Report (annex_iii_individual_travel_report)
- Annex 7: Registration form for mobility

In case the terms of this Partnership Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. Should any provision of this Partnership Agreement become invalid, illegal or unenforceable, it shall not affect the validity for the remaining provisions of this Agreement. In such a case, the co-beneficiaries concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

19. Representation on Authority of Parties/Signatories.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

For AL-FARABI KAZAKH NATIONAL UNIVERSITY	For Non-profit JSC "Atyrau Oil and Gas University named after Safi Utebayev"
Prof. Kanatbek Mukanov Acting Vice-Rector of KAZNU	Prof. Gulzada Shakulikova Chairman of the Board - Rector
	
Date 21.05.2021	Date, done in 12.04.2021 Atyrau City

