



Education, Audiovisual and Culture Executive Agency

Erasmus+ Programme

Capacity-Building projects in the field of Higher Education **(E+CBHE)**

Partnership Agreement

Project No 619258-EPP-1-2020-1-DE-EPPKA2-CBHE-JP

**The Academic Alliance for Reconciliation in the Field of Higher
Education in Peace, Conflict Transformation, and Reconciliation
Studies in the Middle East and North Africa**

(AARMENA)

Partnership Agreement

No 619258-EPP-1-2020-1-DE-EPPKA2-CBHE-JP
The Academic Alliance for Reconciliation in the Field of Higher Education in
Peace, Conflict Transformation, and Reconciliation Studies
in the Middle East and North Africa
(AARMENA)

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

Friedrich Schiller University
Fürstengraben 1
07743 Jena
Germany

hereinafter referred to as the “coordinator”, represented for the purposes of signature of the Agreement by Prof. Dr. Walter Rosenthal, the president of the Friedrich-Schiller-University and legal representative as defined in the Grant Agreement [Agreement number: 619258-EPP-1-2020-I-DE-EPPKA2-CBHE-JP]

and the following beneficiaries:

Number	Name and Address of the Partner	Country
P2	Innsbruck University Innrain 52, 6020 Innsbruck	Austria
P3	University of Jordan Queen Rania Al Abdullah Street, 11942 Amman	Jordan
P4	University of Petra Biader Wadi Alseer Wadi Alseer Seventh Circle Roya Jordan 96143 Airport Road, Amman-11196-Jordan	Jordan
P5	Al Istiqlal University Hisham Palace Street, 00970 Jericho, P.O.Box 10	Palestinian Territories
P6	Al Azhar University Gaza Jamal Abdel Nasser Street, 1277 Gaza	Palestinian Territories
P7	University Mohamed Lamine Debaghine Sétif 2 El Hidhab, 19000 Setif	Algeria
P8	Universite D’El Oued Cite Echot Universite El Oued, 39000 El Oued PO Box 789	Algeria

hereinafter referred to as the “beneficiaries”, represented for the purposes of signature of this Agreement by their legal representatives, according to the Mandates previously signed and attached to the Grant Agreement (here in Annex IV).

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 "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. **The Academic Alliance for Reconciliation in the Field of Higher Education in Peace, Conflict Transformation, and Reconciliation Studies in the Middle East and North Africa** (hereinafter referred to as the “project”).

1.2 The coordinator and the beneficiaries, 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 **No 619258-EPP-1-2020-1-DE-EPPKA2-CBHE-JP**, 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 described in the “Detailed description of the project” as part of the approved application, which is as annex 1 content of this agreement. Moreover 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 beneficiaries shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2

Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement (**15.01.2021**). According to this, the funding period is expected to end on 14.01.2024.

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 "Detailed description of the project" as part of the approved application (Annex 1), 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 provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.

3.2 Specific obligations and role of the coordinator.

The coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the beneficiaries and the Executive Agency, and inform the beneficiaries of any relevant communication exchanged with the Executive Agency;
- (c) inform the beneficiaries of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (d) as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the beneficiaries, as per the dispositions of Article I.4 of the Grant Agreement;
- (h) provide one copy of this Agreement duly signed to each beneficiary and to the Executive Agency within 6 months of the signature of the Grant Agreement.
- (i) provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the 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) 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 its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.
- (g) fulfil the work plan for three years duration of the project according to the tables and detailed description in the "Detailed description of the project" as part of the approved application (Annex 1)

Article 4 Financing the action

4.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement results from Article 1.3 of the Grant Agreement and shall take the form as stipulated in Annex III of the Grant Agreement.

4.2 The Erasmus+ grant contribution is awarded to the partnership under the form of:

- a "*reimbursement of actual costs*" for Equipment and Subcontracting costs
- a "*unit contribution*" to the costs incurred for Staff costs, Travel costs and costs of Stay

4.3 The grant contribution to the project is intended to cover only part of the costs actually incurred by the beneficiaries in carrying out the activities foreseen. The beneficiaries commit to provide additional resources to the project so as to ensure its full implementation in accordance with the Grant Agreement.

Article 5 Payment arrangements

5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary. Each beneficiary will individually provide the respective bank information to the coordinator.

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

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

1. 20% of the estimated staff cost, travel and stay cost Erasmus+ grant contribution at the time of signature of this agreement;

2. A second financing representing 30% of the staff cost and travel and stay EU fund will be credited once the partner will have spent 70% of the first pre-financing. This second financing will be credited to the partner within 30 working days after verification of the correctness of previous expenditures;
3. A third payment of the staff cost EU fund and travel and stay EU fund, representing 20% of the entire EU contribution, will be credited to the partner only after receiving the second financing from the EU and it will be credited within 30 working days after the verification of expenditures of previous last financing;
4. A fourth financing representing 20% of the staff cost and travel from EU fund will be credited once the partner will have spent 70% of the second pre-financing. This second financing will be credited to the partner within 30 working days after verification of the correctness of previous expenditures;
5. The rest of the staff cost EU fund will be credited within 30 working days after the approval of the final report and receiving the budget balance.

5.3 Beneficiary 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 used 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 The beneficiary finance department shall send total financial report status with copies of invoices if applicable to the coordinator, as agreed upon in the previous meeting held with the coordinator.

5.5 All eligible costs and all transactions shall be converted and reported in Euros, at the following exchange rate:

- From start of eligibility period until date of receipt of second pre-financing: rate of month in which the coordinating institution received the first pre-financing.
- From date of receipt of second pre-financing until end of eligibility period: rate of month in which the coordinating institution received the second pre-financing.

Rate to apply is monthly established by the Commission (<http://ec.europa.eu/budget/infocuro>).

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, at the request of the coordinator and within the time limit set by him

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 English.

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 Erasmus+ Programme Guide.

Article 7

Budgetary and financial management

7.1 The Erasmus+ grant contribution to the project's staff costs, travel costs and costs of stay will be calculated on the basis of "unit contributions" whose individual amounts are specified in the Erasmus+ Programme Guide, in the Guidelines for the Use of the Grant.

7.2 For the implementation of the project and the beneficiary's transfer funds to cover costs incurred in terms of staff, travel and costs of stay, the partnership will apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant.

7.3 The Erasmus+ grant contribution to the project's equipment and subcontracting costs will be based on the justification of the costs actually incurred. This justification will take the form of the support documentation specified in the relevant section of the Guidelines for the Use of the Grant.

7.4 The beneficiary confirms that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.

7.5 Each beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in project activities.

7.6 Only in duly justified cases, the beneficiary may adjust its own estimated budget by transfer between headings of direct eligible costs. This adjustment of expenditure must not affect the implementation of the Action. The transfer between headings must not exceed 10% of the amount of each heading of estimated eligible costs for which the transfer is intended and has to be communicated in advance to the coordinator. The Partner interested in adjustment of its own estimated budget must inform the Project Coordinator and must be authorized by him.

7.7 The Coordinator and the Partner, who will sign this partnership agreement, will follow the modalities about the Budget management referred in the "Guidelines for the Use of the Grant". Any ineligible expenditure made by Partner cause the loss of the EU financial contribution; the defaulting Partner will be responsible for this through its own financial resources. These partner must comply with an appropriate recovery request from the coordinator, based on a recovery by the Executive Agency.

7.8 The Finance department at the each beneficiary are responsible for all finance reports and status defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant. In addition to the invoices and supporting documents for expenditure to be submitted to the coordinator in accordance with point 5.2, beneficiaries will also send a final financial report to the coordinator.

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 of each beneficiary, as per the details below:

For the coordinator:

**Friedrich-Schiller-Universität
Fürstengraben 1
07745 Jena, Germany**

**Prof. Dr. Martin Leiner
Dr. phil. Iyad AlDajani
Email: martin.leiner@uni-jena.de
Email: a.aldajani@uni-jena.de**

For the beneficiaries:

**Universität Innsbruck
Innrain 52, 6020 Innsbruck, Austria**

**Prof. Dr. Wolfgang Dietrich
wolfgang.dietrich@uibk.ac.at**

**University Of Jordan
Queen Rania Al Abdullah Street
11942 Amman , Jordan**

**Prof.Dr. Mohmmad Alshraideh
Prof. Dr. Ahmed Al-Salaymeh
<http://ju.edu.jo/home.aspx>**

**Universite D El Oued
N48, El Oued 39000, Algeria
39000 El Oued, Algeria**

**Prof. Dr. Guedda, El Habib
<http://www.univ-eloued.dz/>**

**Al-Istiqlal University
Hisham Palace Street
00970 Jericho, Palestine**

**Mrs. Fouzia Marmash
<https://alistiqlal.edu.ps/>**

**University of Petra
Airport Road, Amman-11196-Jordan
Seventh Circle Roya Jordan
Amman, Jordan
96143**

**Prof. Dr. Ali Maqousi
uop.edu.jo**

**Universite Setif 2
Universite Moudhjahid Mohamed Lamine Debaghine
Setif 2 El Hidhab, 19000 Setif, Algeria**

**Prof. Dr Naouel Abdellatif
<http://univ-setif2.dz>**

**Al Azhar University Gaza
Jamal Abdl Naser St. ·Gaza Strip ·Gaza City
1277 Gaza, Palestine**

**Nesma Naseem Al-Sallaq
<http://www.alazhar.edu.ps/eng/>**

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, in particular the creation and maintenance of a website by the coordination for the duration of the project, which must contain at least the information referred to in Article 1.16 a) of the Grant Agreement

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 the Grant Agreement and in the Erasmus+ Programme Guide.

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 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.8 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

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 English¹

¹ The working language must be understood and spoken by all parties involved in the consortium.

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 should be addressed in writing to the coordinator, project Steering Committee (or a body consisting of representatives of all the project partners), that will try to mediate in order to resolve the conflict.

Article 16 **Applicable law and jurisdiction**

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

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

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 all the other 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.15 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

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

Article 19 Amendments

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

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

Article 20 Annexes

Annex I - Detailed description of the project” as part of the approved application

Annex II - Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.

Annex III - link to Erasmus+ Programme Guide

https://www.erasmustrainingcourses.com/uploads/6/5/6/3/65630323/2021-erasmusplus-programme-guide_en.pdf

Annex IV - Internal Reporting forms.

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

For the Coordinator

Friedrich Schiller University:

Represented by

Prof. Dr. Walter Rosenthal

W. Rosenthal

Signature and stamp



Done in: Jena

Date: *21.04.2021*

For the Beneficiary

Innsbruck University

Represented by

Univ.-Prof. Dr. Dr. h.c. mult. Tilmann Märk

Signature and stamp

T. Märk 

Done in: *Innsbruck*

Date: *28/04/2021*

For the Beneficiary

University of Jordan

Represented by
Prof. Dr. Abdel-Karim Al-Qudah

Signature and stamp

 

Done in:

Date:

27/6/2021

For the Beneficiary

University of Petra

Represented by

Prof. Dr. Marwan El Muwalla



Signature and stamp



Done in:

Date:

For the Beneficiary

Al Istiqlal University

Represented by

Prof. Dr. Saleh Abuosba



Signature and stamp



Done in: *Jericho*

Date: *30.5.2021*

For the Beneficiary

Al Azhar University – Gaza

Represented by

Prof. Dr. Ahmed A. El Tayyan

Signature and stamp

Ahmed El Tayyan



Done in: Gaza, Palestine

Date: 10 June 2021

For the Beneficiary

Mohamed Lamine Debaghine, Sétif 2 University, Algeria

Represented by

Prof. Dr. Khier GUECHI

Signature and stamp



Done in:

Date:

For the Beneficiary

Universite D' El Oued

Represented by
Prof. Omar FERHATI

Signature and stamp



Done in: *El Oued - Algeria*

Date: 02 MAI 2021