



Education, Audiovisual and Culture Executive Agency

Erasmus+ Programme

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

Partnership Agreement

Modernisation, Development and Capacity Building of Master Curriculum in Traffic Safety in Asian Universities **(ASIASAFE)**

Partnership Agreement

618325-EPP-1-2020-1-SE-EPPKA2-CBHE-JP Modernisation, Development and Capacity Building of Master Curriculum in Traffic Safety in Asian Universities (ASIASAFE)

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

LINKÖPINGS UNIVERSITET (LiU), represented by the Department of Science and Technology
CAMPUS VALLA
SE-581 83 LINKÖPING

hereinafter referred to as the “coordinator”, represented for the purposes of signature of the Agreement by Kent Waltersson, University director, the legal representative as defined in the Grant Agreement 618325,

and the following beneficiaries:

1. The University of Rome Tor Vergata (UNITOV) – established in Italy
2. The University of Porto (U.PORTO) – established in Portugal
3. University of Gadjah Mada (UGM) – established in Indonesia
4. Universitas Muhammadiyah Yogyakarta (UMY) – established in Indonesia
5. Malaysia University of Science and Technology (MUST) – established in Malaysia
6. Universiti Malaya (UM) – established in Malaysia
7. University of Transport and Communications (UTC) – established in Vietnam
8. Nguyen Tat Thanh University (NTTU) – established in Vietnam

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.

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 “**Modernisation, Development and Capacity Building of Master Curriculum in Traffic Safety in Asian Universities**” (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 618325**, 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 (see Article 20 of the present Agreement for the list of annexes).

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.

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 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) inform the coordinator of any change of the contact person at partner University.
- (h) refer to the description of action in Annex III.

Article 4 **Financing the action**

- 4.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to **EUR 989,770.00**.
- 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.
- 4.4 Full details of the estimated budget breakdown per funding source, beneficiary and budget category is given in Annex I of this Agreement.

Article 5 **Payment arrangements**

- 5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary using the bank accounts specified in Annex II of this Agreement.
- 5.2 The transfer of the Erasmus+ grant contribution to individual beneficiaries will be implemented according to the funding received under the Grant Agreement, on one hand, and to the progress of the tasks of the Action, on the other.
- 5.3 The budget of the beneficiary is an initial estimation of costs, identified under Annex 1 of the Agreement, and is subject to review in line with the performance and activities actually carried out by the beneficiary. Throughout the whole project a performance-based payment principle will be applied.
- 5.4 The expenditures of the beneficiary for each category of costs should be eligible in line with the provisions of the Grant Agreement and be made after prior approval of the coordinator.
- 5.5 The transfer of the Erasmus+ grant contribution to the beneficiary will be implemented in accordance with the following procedure and timeline. Within 30 days of receipt of the necessary proofs of expenditure/activity (as specified in the Guidelines for the Use of the Grant), the coordinator will reimburse to the beneficiary's account in the following ways and timelines contingent on the category of the costs:
- (a) The international travel and stay costs will be transferred in advance per trip, which will be calculated on the basis of the unit cost according to the number of participants per beneficiary, number of days of the event and distance travelled (as specified in the Guidelines for the Use of the Grant). The beneficiary must submit the original or scanned proofs of expenditures together with the financial report every 6 months.
 - (b) Reimbursement of staff costs by using the unit cost approach according to the activities actually and properly implemented, and paid after completion of the work-package and production of specified tangible results/deliverables upon submission of original or scanned supporting documentation by the beneficiary, together with the financial report every six months.

- (c) The beneficiary shall prepare financial report every six months in accordance to the approved budget, activities accomplished and following the reporting format and the Guidelines for the Use of the Grant.
- (d) Reimbursement of the actual costs incurred for Equipment and Subcontracting costs, and paid upon submission of the results/deliverables and supporting original or scanned documentation by the beneficiary.
- (e) The coordinator based on the Grant Agreement and power of attorney granted by the beneficiary is in position to support the procurement of equipment for the beneficiary based on the justification of the needs for equipment submitted by the beneficiary.
- (f) The final payment of 20% of the estimated Erasmus+ grant contribution OR the final balance shall be made after receiving the final report and necessary proofs of expenditure/activity covering the amount of advance payment(s) already made by each partner, in addition the approval of the final report of the project and receiving the final payment from the EC.

5.6 The beneficiary is 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.

5.7 Any Erasmus+ grant amounts received (in advance) and not used by the beneficiary will be reimbursed to the coordinator the latest 30 days after the end of the project's contractual period.

5.8 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the project partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the project, the beneficiary responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator the latest 30 days after the end of the project's contractual period.

5.9 The costs of financial transfers shall be borne as following: (i) the costs of dispatch charged by the bank of the coordinator and costs of repeated transfers caused by the coordinator will be borne by the coordinator; (ii) the costs of receipt charged by the bank of the beneficiary, and costs of repeated transfers caused by the beneficiary will be borne by the beneficiary.

5.10 If the action is not implemented or is implemented poorly, partially or late by a project partner University the Agency may reduce the grant accordingly.

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 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.

7.2 For the implementation of the project and the beneficiary's reimbursement of 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 Erasmus+ Programme Guide.

7.4 The beneficiaries confirm 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.

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 P1:

Dr. Ghazwan Al-Haji
Linköping University (LiU)
Department of Science and Technology
SE-601 74 Norrköping
Sweden
ghazwan.al-haji@liu.se

Beneficiary P2:

The University of Rome Tor Vergata (UNITOV)
Dr. Antonio Comi
Via Cracovia n.50 00133 Roma
comi@ing.uniroma2.it

Beneficiary P3:

The University of Porto (U.PORTO)
Dr. Ferreira Sara
Rua Dr. Roberto Frias, s/n 4200-465 Porto PORTUGAL
sara@fe.up.pt

Beneficiary P4:

University of Gadjah Mada (UGM)
Dr. Malkhamah Siti
Jalan Teknika Utara, Yogyakarta, Post Code: 55281 Indonesia
malkhamah@ugm.ac.id

Beneficiary P5:

Universitas Muhammadiyah Yogyakarta (UMY)
Dr. Noor Mahmudah

Kampus Terpadu UMY, Kasihan 55183, Yogyakarta, Indonesia
Noor.mahmudah@umy.ac.id

Beneficiary P6:

Malaysia University of Science and Technology (MUST)
Dr. Ghadiri Seyed Mohammadreza
Block B, Encorp Strand Garden Office, NO. 12, Jalan PJU 5/1, Kota Damansara, 47810, Petaling
Jaya, Selangor Darul Ehsan, Malaysia
ghadiri@must.edu.my

Beneficiary P7:

Universiti Malaya (UM)
Dr. YUEN Choon Wah
University of Malaya, Lembah Pantai, 50603, Kuala Lumpur, Malaysia
yuencw@um.edu.my

Beneficiary P8:

University of Transport and Communications (UTC)
Dr. Nguyen Tuan-Anh
Cau Giay, 03-100000, Hanoi, Vietnam
nguyentuananh@utc.edu.vn

Beneficiary P9:

Nguyen Tat Thanh University (NTTU)
Dr. Nguyen Viet Tuan
300A Nguyen Tat Thanh Street, Ward 13, District 4, 700000, Ho Chi Minh City, Vietnam
nvtuan@ntt.edu.vn

8.2 Any changes to the above information should be communicated in a timely manner.

8.3 The Project Coordinator has the right to require the beneficiaries to change the name of the contact person if the contact person belongs to another different discipline at University rather than the main subject/curricula of the project, or the contact person is inactive in communicating with the Project Coordinator, or poorly coordinating activities at home University or acting with a delay regarding urgent questions/tasks.

**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 the Grant Agreement and in the Erasmus+ Programme Guide.

**Article 10
Confidentiality and data protection**

10.1 "Confidential Information" means such information that the disclosing Party has disclosed during the Project and that:

- is clearly identified as "Confidential Information"; or
- if verbally disclosed, was designated as Confidential Information at the time of the disclosure.

10.2 The terms of the Confidential Information as provided in this Agreement shall be applicable for three (3) years after the Project is completed.

10.3 The receiving Party undertakes not to use Confidential Information for any purpose other than in accordance with this Agreement or to disclose any Confidential Information to any third party without the disclosing Party's prior written permission, provided that this is not required for an investigation into research misconduct, other deviation from good research practice or for a review. If the Party has to disclose Confidential Information to a third party due to an investigation into research misconduct, other deviation from good research practice or for a review, the Party must ensure that the Confidential Information is protected in accordance with the terms of this Agreement. The receiving Party shall take all reasonable steps to ensure that the sensitive nature of the Confidential Information is not compromised. The receiving Party may only disclose Confidential Information to employees and others engaged by the Party to carry out the Project that need the information for the implementation of the Project. The receiving Party shall ensure that the persons who have received the Confidential Information comply with the provisions of this Agreement.

10.4 Confidential Information does not, however, include information that:

- at the time of disclosure was publicly known or that subsequently becomes publicly known otherwise than by breach of this Agreement;
- the receiving Party can demonstrate was known to him prior to the disclosure;
- the receiving Party becomes duly aware of, independent of the other Party and/or
- that a Party discloses as a result of mandatory law or court order.

10.5 Regarding the processing of personal data, current legislation shall apply, and contracts of personal data processing shall be drawn up in those situations where it is required by law.

Article 11 Ownership, property rights and release of information

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 and the coordinator, in compliance with Article I.8 of the Grant Agreement.

11.2 No Party may use, with or without modifications, the application for the project or part thereof, any reports, information or other data prepared or assembled by the Parties for the purpose of submitting the application for the Project, without the consent of the Project Coordinator.

11.3 Except for the purpose of local/national dissemination, the project results may not be used outside of the project until the project is finalized, without a written permission, which shall not be unreasonably withheld, from the coordinator. Thereafter the parties are free to use any project results.

11.4 Materials developed before the project and brought into it may only be used within the scope of the project and in accordance with the project description. 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. Under no circumstances shall a Party be liable for damages under this agreement exceeding EUR 500 000.

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 All 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 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 Swedish 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 all 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 in accordance with the contact details in 8.1 (email and 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 all 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 – Budget/Expenditure/Co-financing breakdown per partner and budget category.
- Annex II - Individual Bank account of each beneficiary organisation.
- Annex III - Description of the action.
- Annex IV - Internal Reporting forms.
- Annex V - link to Guidelines for the Use of the Grant.
- Annex VI - link to ERAMSUS + Programme Giude.

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
The legal representative
Linköping University
Kent Waltersson

Signature and stamp
Done in Linköping

Date [DD/MM/YYYY]

For the Beneficiary
The legal representative
[University]
[Name]

Signature and stamp
Done in [City name]

Date [DD/MM/YYYY]

Annex I Estimated Partner Budget

University name	
Partner nr	
Staff Costs	
Travel and stay costs	
Equipment costs	
Total estimated budget (Euro)	

Annex II Bank Details

Please complete this form, and arrange for it to be signed by the legal person authorised at your University, and return the form to Coordinator together with the Partnership Agreement. Should the bank details change, please notify the Coordinator immediately. The Coordinator will pay your grant via bank transfer payment into your nominated bank account. **The grant payment will be made in Euros.** Any delays or problems with payments as a result of this information being incorrect will not be the responsibility of the Coordinator.

University name	
Bank name	
Bank branch address	
Bank branch postcode	
Name and address of account holder	
Full account number (including bank codes)	
Bank branch sort code	
Swift/International BIC Code (essential – please check with your bank if unsure of the number)	
IBAN Number (essential – please check with your bank if unsure of the number)	
Payment currency	EURO (grants will be paid in Euros)
Your organisation's registered VAT number	
Name and Legal Representative	
Date, Signature and Stamp	




Person to contact at your institution for payment queries and notification of payment

Name / Position	
Phone / Email	

**Annex III: Description of the action.
Tasks and activities to be taken per Partner University**

University name	

Annex IV - Internal Reporting forms.

1.  [CBHE Joint Declaration](#)
2.  [Individual Travel Report](#)
3.  [Time-Sheet](#)

Annex V - link to Guidelines for the Use of the Grant.

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-field-higher-education-2020_en

Annex VI - link to ERAMSUS + Programme Guide.

https://ec.europa.eu/programmes/erasmus-plus/resources/documents/erasmus-programme-guide-2020_en