

NPRT1-51 / 2021

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SAP azonosító:

SZERZŐDÉSKÍSÉRŐ LAP

Szerződést kezdeményező szervezeti egység:	Nemzetközi, Politikai és Regionális Tanulmányok Intézet		
Szerződést kezdeményező iktatószáma:			
Szerződés partnere:	University of Applied Sciences BFI Vienna		
Szerződés tárgya:	EUCON partneri támogatási szerződés (<i>The EU and the EEU: Between Conflict and Competition, Convergence and Cooperation</i>)		
Szerződés összege:	46.831,76 EUR <i>saját forrás 11 307,94</i>	ebből tárgyévi kötelezettség: 9.366,35 EUR ebből tárgyéven túli kötelezettség: 37.465,40 EUR	
Szerződés teljesítésének időtartama:	2020.10.30-2023.10.29		
Bevétel/Kiadást eredményező szerződés:	Bevételi		
Terhelendő/Jóváírást fogadó pénzügyi központ:	PED076100T - 620085-EPP-1-2020-AT-EPP JMO-NETWORK		
Egyéb (pályázati/támogatási forrás megnevezése, kifizetési határidő stb.):	Erasmus+ Jean Monnet Network		
Szerződés kötelezettségvállalójának neve, elérhetősége:	Dr. Salamin Géza		
A szerződést kezdeményező ügyintéző neve, elérhetősége:			
	Választás:	Név:	Aláírás:
Kötelezettség vállaló tölti ki!	1. Előzetes engedély szükséges	igen - <u>nem</u>	
	Közbeszerzési eljárás lefolytatása szükséges	igen - <u>nem</u>	
	Utasítás szerint mintaszerződésnek minősül	igen - <u>nem</u> (EU Erasmus + partnerségi szerződés)	
	Megjegyzés:	Név:	Aláírás:
Illetékes jogi szervezeti egység tölti ki!	Jogi véleményezés		
	Adószakértői véleményezés		
	Adatkezelési véleményezés	Szükséges- Nem szükséges	
	Adat/információbiztonsági véleményezés	Szükséges- Nem szükséges	
Illetékes pénzügyi szervezeti egység tölti ki!	Nyilvántartásba vétel	<i>1167 Kicin</i>	
Pénzügyi ellenjegyző tölti ki!	Véleményezés	Such Ildikó	

¹ A választást felkínáló mezőkben a szabályok szerint megfelelő szövegrészt szükséges aláhúzni.

**KITÖLTÉSI ÚTMUTATÓ
A SZERZŐDÉSKÍSÉRŐ LAPHOZ**

1.	A kötelezettségvállaló köteles a szerződéshez 1 példány kitöltött, és a szükséges aláírásokkal és mellékletekkel ellátott szerződéskísérő lapot csatolni, melyet a Kötelezettségvállalási Szabályzatban meghatározott szervezeti egységhez kell eljuttatni.
2.	A kötelezettségvállalónak aláírásával kell igazolnia, hogy az általa megkötni kívánt szerződéshez szükséges-e valamilyen előzetes engedély. Amennyiben igen, akkor a kötelezettségvállaló köteles az engedélyt a szerződéskísérő laphoz csatolni.
3.	A kötelezettségvállalónak aláírásával kell igazolnia, hogy a Beszerzés és Logisztika szükség szerinti bevonásával megvizsgálta, hogy általa megkötni kívánt szerződéshez szükséges-e közbeszerzési eljárás lebonyolítása.
4.	A kötelezettségvállalónak aláírásával kell igazolnia, hogy a szerződéskötés mintaszerződésen történt vagy sem. Amennyiben nem, akkor a kötelezettségvállaló kötelessége a jogi véleményezés beszerzése!
5.	A jogi ellenjegyzés – mintaszerződésnek minősített szerződések kivételével – kötelező, melyet az illetékes jogi szervezeti egység valamennyi információ és adat megküldését követően 4 munkanapon belül köteles elkészíteni a kötelezettségvállaló által eljuttatott szerződéstervezet esetében. A 4 munkanapnak nem része a kötelezettségvállalásnak az illetékes jogi szervezeti egységhez való eljuttatásának napja.
6.	A szerződés véleményezése, illetve elkészítése során a munkafolyamat részeként nem mintaszerződés esetén az illetékes jogi szervezeti egység biztosítja az adószakértői véleményezés lebonyolítását, és a szerződés tartalmától függően egyeztet az adatvédelmi felelőssel az adat-és információbiztonság témakörében.
7.	A kötelezettségvállalónak a szükséges előzetes engedélyeztetési, a fordítási, a versenyeztetési, közbeszerzési eljárási (4-6 hónap) (nettó 1M Ft vagy afelett) és a fenti véleményeztetési, ellenjegyzési határidők figyelembevételével kell kezdeményeznie a szerződés kötését, hogy az a vonatkozó jogszabályi rendelkezéseknek megfelelően a tényleges teljesítés megkezdése előtt aláírásra kerülhessen.

Eszter Kovács
Managing Expert, Grants Coordinator
Application Projectmanagement
Corvinus University of Budapest
1093 Budapest, Fővám tér 8.
Hungary

Vienna, 18.05.2021

Dear Ms. Kovács,

Please find attached the signed partnership agreement for the EUCON Project.
Tamás Matura has asked me to forward it to your address.

Best regards,

Johannes Wetzinger

Johannes Wetzinger
Coordinator of EU projects, lecturer

University of Applied Sciences BFI Vienna
Wohlmutterstraße 22
A-1020 Vienna
Phone: +43/1/720 12 86 - 967
johannes.wetzinger@fh-vie.ac.at
www.fh-vie.ac.at

PARTNERSHIP AGREEMENT

Erasmus+ Jean Monnet Network
"The EU and the EEU: Between Conflict and Competition, Convergence and Cooperation" (EUCON)

Number of the Grant Decision: 620085 (Education, Audiovisual and Culture Executive Agency)

Project number: 620085-EPP-1-2020-1-AT-EPPJMO-NETWORK

between

Fachhochschule des BFI Wien GmbH (University of Applied Sciences BFI Vienna | UAS BFI Vienna)
Wohlmutschstraße 22, 1020 Wien, Austria
represented by (legal representative) Eva Schießl-Foggensteiner, Managing Director,
hereinafter referred to as UAS BFI Vienna ("the coordinator");

and

Corvinus University of Budapest (Fővám square 8, Budapest, H-1093 Hungary)
represented by Dr. András Láncki, rector and Dr. Ákos Domahidi, chancellor
hereinafter referred to as CORVINUS of the partner ("the partner")

1. Subject of the Partnership Agreement

The subject of this Partnership Agreement is to define the organisation of the partnership by regulating the rights and obligations of the coordinator and the partner in order to successfully implement the Erasmus+ Jean Monnet Network project.

The respective Grant Decision (Project number: 620085-EPP-1-2020-1-AT-EPPJMO-NETWORK) with its Annexes, signed by the Education, Audiovisual and Culture Executive Agency on 29.10.2020, is an integral part of this contract (see also the list of Annexes to the Partnership Agreement), and takes precedence over it. In more detail, all terms and conditions, articles, annexes and guidelines stated in the Grant Decision for this project are part of this contract. The coordinator and the partner shall be bound to this contract and the Grant Decision for this project. This includes any further amendments to the Grant Decision which are approved by the Executive Agency.

On the basis of the present contract, the coordinator and the partner shall contribute to the achievement of the requirements of the Grant Decision together with the other partners performing project actions in accordance with the terms and conditions as stated in the present contract. The parties to the present contract shall carry out the work in accordance with the timetable using their best efforts to achieve the results specified therein and shall carry out all of their responsibilities under the present contract in accordance with recognised professional standards.

2. Duration of the Agreement

This agreement shall come into force on the day when it has been signed by all parties, but shall have retroactive effect from the start of the eligibility period. It shall remain in force until the coordinator has discharged in full its obligations arising from the Erasmus+ Jean Monnet Network grant decision with the Executive Agency.

The eligibility period for the Erasmus+ Jean Monnet Network is **30.10.2020 - 29.10.2023**.

3. Payment of funds and modalities

a) The Project Coordinator will transfer the funds to the partner's account for eligible activities that fully comply with the Workplan only, in accordance with the Grant Decision and project performance.

The grant received by the partner has to be strictly and solely dedicated to the project funding in accordance with the guidelines and regulations of the Grant Decision

The funds to be paid to the partner shall be paid into the following institutional bank account:

Name and Address of the Account Holder:	Corvinus University of Budapest (Fővám square 8, Budapest, H-1093 Hungary)
Name of Bank:	OTP Bank
Address of Bank:	Nádor street 16, Budapest, H-1051 Hungary
IBAN - International Bank or Account Number:	HU95 1178 4009 2223 2094 0000 0000
Bank or Swift Code:	OTPVHUHB

The partner is obliged to use the given funds exclusively for the purposes defined by the Project, and in accordance with terms and provisions of this Agreement and the Grant Decision.

b) In the following table the planned partner budget is given according to the categories of project expenses, and is expressed in Euros, in accordance with the Grant Decision:

Costs, grant and own funding:	Amount in EUR
Costs:	
Staff costs	€ 25.000,00
Travel & subsistence costs	€ 27.110,00
Equipment costs	€ 0,00
Subcontracting costs	€ 0,00
Teaching costs	€ 300,00
Other costs	€ 2.300,00
Total direct costs	€ 54.710,00
Indirect costs (up to 7%)	€ 3.829,70
Total costs	€ 58.539,70
EU Grant and Partner's own funding:	
Total EU grant requested (80%)	€ 46.831,76
Total Partner's own funding (co-financing, 20%)	€ 11.707,94
In Total	€ 58.539,70

These expenses should be actual eligible costs in line with the provisions of the Grant Decision.

At the end of the project, the spent amounts may be lower than the ones initially planned, in case the real expenses are less than expected ones. They shall under no circumstances exceed the stated expenses.

The final amount paid to the partner by the coordinator will be defined only once the total Erasmus+ Jean Monnet Network grant has been confirmed by the Executive Agency (according to art. 5.4 of the Grant Decision) after the end of the project.

The partner is obliged to finance at least 20% of the eligible expenditures from own sources (co-financing obligation) in line with the funding rules for Erasmus+ Jean Monnet Networks. The EU grant can cover only a maximum of 80% of the eligible expenditures.

c) The coordinator shall pay the partner for work completed satisfactorily according to the description and schedule of this work. Payment to the partner shall be made according to the following planned schedule:

- First instalment of pre-financing: The coordinator will transfer 20% of the partner's maximum EU grant, after the signing of the present contract, provided that the coordinator has received the pre-financing from the Executive Agency and bank details are correctly provided by the partner.
- Second instalment of pre-financing: The coordinator will transfer 20% of partner's maximum EU grant, provided that the partner provides eligible and full supporting documentation on project expenditure of at least 70% of the first instalment.
- Third instalment of pre-financing: The coordinator will transfer 20% of partner's maximum EU grant, provided that the partner provides eligible and full supporting documentation on project expenditure of the first instalment and at least 70% of the second instalment.

- Fourth instalment of pre-financing: The coordinator will transfer 10% of partner's maximum EU grant, provided that the partner provides eligible and full supporting documentation on project expenditure of the first as well as second instalment and at least 70% of the third instalment.
- Balance payment: All outstanding payments to cover actual eligible expenditures that have not been received in previous instalments (see above), taking into account the co-financing share, will be paid to the partner within 30 days after the coordinator receives the final payment from the Executive Agency, on condition that the partner has provided the requested eligible supporting documentation and submitted the financial report to the coordinator within the foreseen deadline. In case that actual eligible expenditure is lower than previously received instalments and parts of the funds have not been consumed until the end of the project, these funds are to be reimbursed to the coordinator at the end of the project.
- Only expenditure in accordance with the project, declared eligible by EACEA and for which supporting documents have been provided, will be financed.
- Costs of the payment transfers are borne as follows:
 - (a) the coordinator bears the costs of transfer charged by its bank;
 - (b) the partner bears the costs of transfer charged by its bank;
 - (c) the party causing a repetition of a transfer bears all costs of repeated transfers

4. Irregularities and repayment of funds

If the Executive Agency should – based on the provisions of the grant decision – request the repayment of EU contribution from the coordinator, the coordinator shall ask the partner that has caused the irregularity resulting in repayment of the EU contribution unduly paid according to the request of the Executive Agency.

The partner affected has to repay the requested EU contribution together with the interests chargeable to the coordinator.

The partner affected has to respect the deadline given by the Executive Agency to the coordinator for the repayment of EU contribution. The partner has to transfer the requested EU contribution together with the interests chargeable to the coordinator 30 (thirty) days before the abovementioned deadline.

5. Management of project and consortium decision making modalities

a) For the management of the Action the EUCON "Network Board" will be set up:

- The Network Board is chaired and led by the Network Coordinator at the coordinating institution (Hannes Meissner, University of Applied Sciences BFI Vienna, hannes.meissner@fh-vie.ac.at)
- The Network Board controls the administrative, academic and methodological aspects of the Action, monitors and evaluates the phases of the Action in terms of declared objectives and correspondence with the workplan, intervenes for the resolution of any possible incoming problems.
- Each partner nominates a local Academic Coordinator which has a seat in the Network Board. The partner is represented by the local Academic Coordinator in the Network Board with a proper mandate to act on behalf of his/her institution in the project. The participants may temporarily appoint a deputy to the Network Board.
- The Academic Coordinator of the partner is responsible to coordinate, manage and monitor the implementation of the project of the partner and reports to the Network Coordinator on a regular basis. The local Academic Coordinator monitors the milestones, timeline, indicators of achievement, personal resources, activities feasibility, financial resources, potential risks and develop counterstrategies in case of needed.
- The Academic Coordinator of the partner is obliged to immediately inform the Network Coordinator of any obstacles, risks or changes in the project implementation. Changes to the work plan, activities and budget are only possible with prior written authorization from the Network Coordinator.
- Meetings: The Network Board will convene for regular meetings chaired by the Network Coordinator (online and face-to-face during regular project events, see work plan).
- Decision Making: The Network Board is the central decision-making body of the project. Decision-making will be by majority voting (one vote per member). In case that the coordinator has profound objections concerning the compliance of a taken decision with the Grant Decision and its Annexes or the legal basis

of the Erasmus+ Jean Monnet Network programme, the decision shall be frozen until the coordinator, will have clarified the matter with the Executive Agency. In case that no compliance should be asserted the decision will be cancelled.

The following Academic Coordinator is nominated by the partner:

Dr. Tamas Matura
Corvinus University of Budapest
Fővám tér 8, Budapest, 1093, Hungary
tamas.matura@uni-corvinus.hu

Any changes to the contact information should be communicated to the Network Coordinator in writing in a timely manner.

6. Specific obligations of the Coordinator

The coordinator shall take all the steps needed to correctly manage the project in accordance with the Application Form submitted to the Executive Agency and the Grant Decision.

In addition the coordinator shall:

- provide the copy of the Grant Decision for the partner;
- keep the partner informed on a regular basis about all relevant communication between the coordinator and the Executive Agency;
- inform the partner about all essential issues connected to the project implementation without any delay;
- be responsible for the verification that the expenditure declared by the partner has been incurred only for the purpose of implementing the project and corresponds to the activities agreed between the partners in the frame of the submitted Application Form;
- submit a Final Report to the Executive Agency for the deadline given in the Grant Decision and its annexes;
- Provide an external audit report together with the Final Report at the end of the project;
- transfer funds to the partner in instalments (see details in section 3 "Payment of funds and modalities"), provided that adequate reporting documents have been submitted to the coordinator by the partner.

7. Specific obligations of the Partner

The partner shall respect all the rules and obligations set forth in the Grant Decision.

In addition the partner shall:

- commit themselves to do everything in their power to carry out the activities as specified in the workplan and foster the implementation of the project;
- provide the staff, facilities, equipment and material necessary to perform the project activities;
- support the coordinator to fulfil its tasks according to the Grant Decision;
- ensure adequate communication with the coordinator;
- ensure that interaction with other partners takes place in continuous and smooth way;
- provide the coordinator without any delay with any information needed to draw up the Intermediate Report and the Final Report, to react on any request by the Executive Agency, or provide with any further information needed by the coordinator; (including all required financial/administrative documents as specified in the Grant Decision and its Annexes)
- inform the coordinator immediately about any delay in the performance of the activities or any circumstance that could lead to a temporary or final discontinuation of the project;
- inform the coordinator immediately of any requests for changes in the project plan or activities (e.g. due to COVID-19). Changes to the project plan are only possible with prior written authorization by the project coordinator.
- inform the coordinator about any change in personnel, tasks or procedures of its project team;
- maintain either a separate accounting system or an adequate accounting code for all transactions relating to the project;
- inform the coordinator on the details of the bank account where the part of the Executive Agency contribution shall be transferred by coordinator;
- complete the activities foreseen for each reporting period of the project implementation;
- submit the supporting documents on validation of expenditure to the coordinator (reporting period: every 6 months and if required upon additional request by the coordinator)
- comply with Erasmus+ Jean Monnet Network and national rules, including rules on public procurement, state aid, publicity and equal opportunities;
- be responsible for the sound financial management of the funds allocated to the project part; (in line with the regulations of the Grant Decision and all Annexes)

8. Obligations of the coordinator and partners

- The partner is directly and exclusively responsible towards the coordinator for the due implementation of its respective contribution to the project and for the proper fulfilment of its obligations as set out in this agreement. Should a partner not fulfil its obligations under this contract in due time, the coordinator shall admonish him to fulfil them within a reasonable period of time. The partner will undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the coordinator may decide to debar the partner concerned from the project with approval of the other partners. The Executive Agency shall be promptly informed of such an intended decision by the coordinator and the change in the partnership has to be approved by the Executive Agency according to the provisions of the grant decision.
- The partner shall take the financial responsibility for the EC contribution and the related own contribution for the project.
- In case of irregularities the coordinator bears the overall responsibility towards the Executive Agency for the repayment of the amounts unduly paid. By way of the derogation from this principle if the irregularity is committed by a partner, the concerned partner shall repay to the coordinator the amounts unduly paid.

9. Accounting, Record Keeping and Reporting

a) Original invoices, debit notes, receipts, bank statements, accounting records for every item of expense have to be thoroughly documented and kept by the institution and can only be financed by project funding if they are in compliance with eligibility of expenditure.

The partner is fully responsible for the correct delivery of the declaration of expenses and the appropriate application of accounting system. In more detail, the partner shall comply with the following:

- to accept the liability for the adequate and orderly accounting of this project according to the rules and regulations of the Grant Decision for this project.
- to be aware of the fact that the coordinator will not compensate for the ineligibility of costs caused by any violation of the Grant Decision or this contract, for which the partner is responsible. Any costs which would be assessed as ineligible by the Executive Agency within their final report assessment need to be reimbursed by the partner to the coordinator who confirms to forward the ineligible amount to the Executive Agency.
- To make available any documentation on project finance and activities required by the Executive Agency
- To keep a record of any expenditure incurred under the Project and all proofs and related documents for five years starting from the date of payment of the balance.

b) The coordinator will provide the partner with the appropriate forms for the declaration of expenses and the respective instructions for their completion (e.g. templates for timesheets, travel reports).

Only the coordinator can submit technical implementation reports and financial statements to the Executive Agency by providing proof of progress of the project. Therefore, in order to provide adequate information on the progress of the project, the partner has to submit a Report to the coordinator consisting of an activity report describing the activities carried out and their outputs and results during the reporting period, and a financial report presenting the costs incurred in accordance with the approved Application Form. Deadlines for Partner Reports are scheduled every 6 months throughout the project implementation. Detailed deadlines will be announced by the coordinator at least 1 month in advance.

The partner has to respect the reporting deadlines and submit their Partner Report and supporting documents on validation of expenditure to the coordinator in due time. Partner Reports and supporting documents on validation of expenditure not submitted to the coordinator within the set deadline will not be included in the progress report of the coordinator to be submitted to the Executive Agency. The coordinator may reject any item of expenditure which cannot be justified under the project and are not in line with the rules set out in the Grant Decision.

c) The Partner Reports should be drawn up in Euros. Expenditures in currencies other than Euros shall be converted into Euro using the regulations of the Grant Decision (Article 4.6).

10. Pre-existing rights and ownership and use of the results

The coordinator and the partner are bound to the regulations on pre-existing rights and ownership and use of the results as laid down in the Grant Decision (General Condition No. 9).

11. Checks and Audits

The regulations on checks, audits and evaluations of the Grant Decision and its Annexes do apply (General Condition No. 27).

The Agency and/or the Commission may, during the implementation of the action or afterwards, carry out technical and financial checks and audits to determine that the partner is implementing the action properly and is complying with the obligations under the Grant decision. It may also check the partner's statutory records for the purpose of periodic assessments of lump sum, unit cost or flat-rate amounts.

For audit purposes the partner shall:

- keep all original documents, especially accounting and tax records, for a period of 5 years from the date of payment of the balance;
- provide to the coordinator any information, including information in electronic format, requested by the Agency and/or the Commission or by any other outside body authorised by the Agency and/or the Commission
- provide to the coordinator required supporting documents for the compulsory audit certificate established by an external auditor that has to be submitted together with the final report to the Agency (see Annex VI of the Grant Decision)

12. Information and Publicity

Any publicity measure undertaken by any of the partners must follow the rules set out in the Grant Decision (Grant Decision Article 10 and General Condition No. 10).

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+ Jean Monnet Network 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 legal representatives) and a Partnership Agreement signed between the coordinator and the new partner. These will be forwarded by 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 decision;
- Changes of Academic Coordinator for the partner require written confirmation signed by the new Academic Coordinator and by the legal representative of 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 in Article 8 remain applicable to the partner that backed out of the project or was debarred from the project.

14. Language

The working language of the partnership shall be English. Any official internal document of the operation shall be made available in the language of the grant decision, i.e. in English.

15. Conflict resolution

Conflict resolution will be defined and formalised at the first kick off meeting of the consortium.

16. Competent and applicable law

- a) This agreement is governed by Austrian law, being the law of the country of the coordinator.
- b) This partnership agreement is concluded in English. In case of a translation of this agreement and its annexes into another language than English, the English version shall prevail.
- c) The parties will make an effort to settle any disputes arising from this agreement out of the court.
- d) In case of any dispute on matters under this Contract, which cannot be resolved by an amicable settlement, it will fall within the jurisdiction of the Courts of city to resolve the dispute under the Austrian law.

17. Data protection

Where the European General Data Protection Regulation 2016 (EU 2016/679, "GDPR") applies, each Party agrees, at its own cost:

- (a) to acknowledge that the basis for disclosure and processing of personal data is this Partnership Agreement;
- (b) to provide each of the other Parties with such information and documents about (processing of) Personal Data and such assistance as each of the other Parties may request from time to time to allow each of the other Parties to meet its obligations under the GDPR (e.g. by entering into additional agreements in this regard), and to allow each of the other Parties to be able to demonstrate compliance with the GDPR;
- (c) to take such other action, or refrain from taking any action, necessary to comply with, or to allow each of the other Parties to comply with, the GDPR or the order of any competent Supervisory Authority or court of competent jurisdiction; and:
- (d) to co-operate with any competent Supervisory Authority and to allow such Supervisory Authority to audit each Party's compliance with the GDPR. All expressions used in this Article beginning with a capital letter have the meaning given to them in the GDPR.

The partner must inform the persons whose personal data are collected and processed by the Agency. For this purpose, he must provide them with the privacy statement which is published in the website of the Agency, before transmitting their data to the Coordinator.

18. Force majeure

The provisions of the Grant Decision regarding force majeure apply respectively to the contractual relationship between the partner and the coordinator.

19. Other provisions

- a) Any amendments to this agreement shall be in writing signed by the coordinator and the partner
- b) Amendments and supplements to the present agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such.
- c) If any provision in this agreement should be wholly or partly ineffective, the remaining provisions remain binding for the parties. In this case the parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.
- d) The coordinator and the partner commit themselves to taking measures to ensure that all staff members carrying out the work respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties or use it without prior written consent of the coordinator and the partner.

20. Termination

In the event that the partner fails to perform any obligations under the present contract or the Grant Decision, the coordinator may terminate or cancel this agreement. If the partner or the coordinator breaches the terms of the present contract, the other parties shall have the right to terminate this contract.

The coordinator shall have the right to terminate the present contract if the partner has made false declarations to the coordinator on work carried out or on expenditure. If the present contract is so terminated, the coordinator may require the partner to reimburse all or part of the payments made under this contract.

The grant is governed by the terms of the Agreement and the applicable rules of the European Union.

Annexes

Grant Decision of the Executive Agency, Project number: 620085-EPP-1-2020-1-AT-EPPJMO-NETWORK

Annex I of the Grant Decision: Description of the action

Annex II of the Grant Decision: General conditions

Annex III of the Grant Decision: Estimated budget

Annex IV of the Grant Decision: Model technical report

Annex V of the Grant Decision: Model financial statement

Annex VI of the Grant Decision: Guidance notes – Report of factual findings on the final financial report – Type I (for grants over 60.000)

Signatures

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

For the coordinator

Mag.^a Eva Schießl-Foggensteiner

Name of the legal representative

Managing Director

Position

Vienna, 06/05/2021

Date and Place

Signature

Stamp of the institution

FH

University of Applied Sciences BFI Vienna
Wohlmutterstrasse 22, 1020 Vienna, Austria
T +43 1 720 12 86

For the Partner

Dr. András Láncki

Dr. Ákos Domahidi

Name of the legal representative

rector

chancellor

Position

Budapest, 19/04/2021

Date and Place

Signature

Stamp of the Institution



Such

Ildikó Such

Leader of finance