



PARTNERSHIP AGREEMENT

Marie Curie Actions/PEOPLE

International Research Staff Exchange Scheme

**Functioning of the Local Production Systems in the Conditions of
Economic Crisis (Comparative Analysis and Benchmarking for the EU
and Beyond) (FOLPSEC)**

Partnership Agreement
between
the Partner organisations
for the implementation of the project:
“Functioning of the Local Production Systems in the Conditions of Economic
Crisis (Comparative Analyses and Benchmarking for the EU and beyond)”
(FOLPSEC)

Beneficiary 1 - University of National and World Economy (UNWE), Bulgaria

Beneficiary 2 - University of Lodz (UL), Poland

Beneficiary 3 - Matej Bel University Banska Bystrica (UMB), Slovakia

of the one part

and

Partner 4 - Institute of Economics and Industrial Engineering of
the Siberian Branch of the Russian Academy of
Sciences (IEIE SB RAS), Russia

Partner 5 - Novosibirsk State University (NSU), Russia

Partner 6 - Ternopil National Economic University (TNEU), Ukraine

of the other part

Hereinafter, jointly or individually, referred to as “the Parties” or “the Party”

Relating to the Project entitled: “Functioning of the Local Production Systems in the
Conditions of Economic Crisis (Comparative Analyses and Benchmarking for the EU
and beyond)” (FOLPSEC)

Hereinafter referred to as “the Project”

Willing to provide reasonable assurance that the project will be implemented in
conformity with the provisions of the Grant agreement and in line with the Description
of work (Annex I to the Grant agreement)

HAVE AGREED ON THE FOLLOWING TERMS AND CONDITIONS:

ARTICLE 1

Definitions

For the purposes of the Project the following definitions shall be applicable:

- Coordinator (CO): The Coordinator has full financial and administrative responsibility for the Union contribution for the entire duration of the Project. The Coordinator is also responsible for the proper reporting of progress to the Research Executive Agency (REA) during the Project implementation, as stipulated in the Grant agreement.
- Partner (PA): The partner takes responsibility to implement his/her Project part according to the Description of work (Annex I to the Grant agreement)

ARTICLE 2

Subject of the Partnership agreement

The subject of this Partnership agreement is the organization of the partnership by regulating the rights and obligations of all Parties in order to successfully implement the Project.

ARTICLE 3

Duration of the Partnership agreement

This agreement shall enter into force after its signature by all Parties, on the day of the last signature. It shall remain into force until the CO has discharged in full its obligations arising from the Grant agreement towards the REA, included eventual obligations deriving from financial and administrative monitoring activities carried out after the closure of the Project.

ARTICLE 4

Management of the Project

1) The activities of the Project are described in the Description of work (Annex I to the Grant agreement).

2) The Parties agree on specific rules for the management of the common activities, as follows:

-The CO is the ultimate responsible for all aspects concerning the overall coordination of the project, contracts, reporting, publicity and any other related issues. In carrying on his/her tasks, the CO shall be supported by a Project Manager, Financial Manager and Mobility Manager, as well as by a Steering Committee and a Scientific Committee described hereunder:

- The Project Manager shall: act as an intermediary between the PAs and the REA in order to keep them constantly informed about the state-of-the-art; coordinate the activities of the Project; ensure appropriate communication among the PAs; chair the meetings of the Steering and Scientific Committees;

- The Financial Manager shall execute the financial management and shall report and be accountable to the CO and the Steering Committee for all financial issues and shall be in charge of the following tasks: supervision of the financial and administrative progress of the Project; submission to REA of cost statements prepared and duly certified by the PAs; keeping accurate records identifying the budget share allocated to each PA and informing REA of the distribution of Union contribution and the dates of transfers to the PAs; participation at the meetings of the Steering Committee;

- The Mobility Manager shall be responsible for the overall management of the international mobility according to the Gantt chart of secondments (Table 4 in the Description of work (Annex I to the Grant agreement)) and shall be in charge of: 1. incoming participants - contacts with the origin partner, accommodation, payments, activities performance, cultural program; 2. detached participants - assistance with the departure (reservations, health insurance, visa regulations (where applicable)) and contacts with the host partner. The Mobility manager shall also react in case of emergency.

- The Steering Committee is the decision-making body of the partnership in charge of the overall management and coordination of the Project. It is chaired by the Project Manager and composed of one representative of each PA and WPs Leaders. It is responsible for assuring fruitful cooperation among participants for matters concerning the organizational and logistic aspects of the Project. In particular, the Steering Committee shall be responsible for: supervision of the progress of the Project according to the Description of work (Annex I to the Grant agreement); decisions concerning the implementation of the Project and major changes thereof; allocation of the budget to the Project activities and any financial and budget-related matters; settling any dispute arising from the implementation of the Project. The Steering Committee shall hold sessions once a year. These may have different formats, including electronic ones. The Steering Committee shall make every effort to reach agreement by consensus regarding all decisions. If all efforts at consensus have been exhausted, and no consensus reached, decisions shall as a last resort be adopted by a two-thirds majority vote of the members of the Steering Committee present and voting. The CO shall guarantee the effective implementation of the decisions of the Steering Committee by each PA.

- The Scientific Committee is the supervisory body for the Project implementation entitled of scientific tasks. It gives overall scientific guidance and determines the scientific direction of the Project in order to realize the specific objectives of the Project. The Scientific Committee is composed of one representative of the academic community of each PA The Scientific Committee is in charge of the following issues: coordination of the scientific activities; supervision of the scientific progress of the Project; assurance of the quality of the reports and publications; harmonization of the research activities carried out under the Project;

- The WP Leaders shall be responsible for the production of the planned outputs and results of the Work package they are responsible for, in due time and with the agreed quality, under the general coordination of the CO.

- Each PA shall appoint a Local Project Manager, Local Financial Manager, and Local Mobility Manager in order to ensure the effective implementation of the Project.

ARTICLE 5

Specific obligations of the CO

The CO shall take all the steps needed to correctly manage the Project in accordance with the Grant agreement. In addition the CO shall:

- inform all PAs on the signature of the Grant agreement, and provide copies of that agreement to all PAs;
- keep the PAs informed on a regular basis on all relevant communications between the CO and the REA;
- inform the PAs on all essential issues related to the Project implementation without any delay;
- be responsible for the verification that the expenditures declared by the PAs have been incurred only for the purpose of implementing the Project and correspond to the activities agreed between the PAs in the framework of the Description of work (Annex I to the Grant agreement);
- transfer the Union contribution to the PAs participating in the Project ;
- agree with the PAs on the request before REA for budget reallocation between budget lines and/or work packages in accordance with the Grant agreement;
- agree with the PAs on the submission to REA of any request for amendments to the Grant agreement.

ARTICLE 6

Obligations of the PAs

The PAs respect all the rules and obligations set forth in the Grant agreement. They commit themselves to do everything in their power to guarantee the smooth implementation of the Project. The PAs shall support the CO to fulfill his/her tasks according to the Grant agreement. In particular, each PA shall:

- provide the CO without any delay with any information needed to draw up the Progress Reports and the Final Report and react to any request by the REA by providing any further information needed by the CO;
- inform the CO immediately about any circumstance that could lead to a temporary or final discontinuation of the Project.
- complete his/her activities foreseen for each reporting period of the Project implementation;
- maintain either a separate accounting system or an adequate accounting code for all transactions relating to the project;
- inform the CO on the details of the bank account where the Union contribution of the PA shall be transferred;

- be responsible for the sound financial management of the funds allocated to the Project part, he/she is responsible for, including the arrangements for recovering amounts unduly paid
- comply with Community and national regulations, including rules on public procurement, publicity, rules on environmental protection, equal opportunities and whatever as specified in the documents of the 7th Framework Programme.

ARTICLE 7

Responsibilities of the CO and PAs

- 1) The CO solely assumes responsibility for the entire project towards the REA.
- 2) Each PA is directly and exclusively responsible to the CO for the due implementation of his/her respective contribution to the Project and for the proper fulfillment of his/her obligations as set out in this agreement. Should a PA not fulfill his/her obligations under this agreement in due time, the CO shall admonish him to fulfill them within a reasonable period of time. The PA shall undertake to find a rapid and efficient solution. Should the non-fulfillment continues, the CO may decide to debar the PA concerned from the Project with the approval of the other PAs. The REA shall be promptly informed by the CO on such an intended decision and the change in the partnership has to be approved by it, according to the provisions of the Grant agreement.
- 3) Each PA shall take the financial responsibility for the Union contribution he/she has received for the project.
- 4) In case of irregularities the CO bears the overall responsibility towards the REA for the repayment of the amounts unduly paid. The Partnership agreement sets out the modality for recovering the amounts unduly paid by any PA, as specified in the following art. 12.

ARTICLE 8

Reporting obligations of the PAs

- 1) The CO can only report to the REA on the progress of the Project. Therefore, in order to provide adequate information, each PA has to submit a Partner Report to the CO consisting of an activity report describing the activities carried out and their outputs and results during the reporting period.
- 2) The PAs have to respect the reporting deadlines of the Grant agreement, and submit their Partner Reports in original to the CO in due time, until one month before each deadline. Partner Reports not submitted to the CO within the set deadline will not be included in the progress report of the CO to be submitted to the REA. The CO has the rights to retain the next payment to the PA until submission of the PA's report.

ARTICLE 9

Audits

For audit purposes each Party shall:

- retain all files, documents and data about the project at least until 31 December 2022, either in original or as certified copies on commonly used data media, safely and orderly;
- enable the responsible auditing bodies of the European Union and the auditing bodies of the state it is based in to audit the proper use of funds;
- give these authorities any information about the Project they request;
- give them access to the accounting books and accounting documents and other documentation related to the Project, whereby the auditing bodies decide on this relation, at least until 31 December 2022;
- give them access to their business premises during the ordinary business hours and also beyond these hours by arrangement and allow them to carry out checks related to the Project at least until 31 December 2022;
- provide the CO with any information needed related to such an audit without any delay.

ARTICLE 10

Information and Publicity

- 1) Any publicity measure undertaken by any of the Parties shall be conducted according to the Commission Regulation (EC) no. 1828/2006, and the Information and Publicity guidelines of the 7th Framework Programme.
- 2) Information and publicity measures will be coordinated among the Parties. Each Party is equally responsible to promote the fact that financing is provided from the European Union funds in the framework of the 7th Framework Programme and to ensure the adequate promotion of the Project.
- 3) The Parties take 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 Parties and for the public free of charge.

ARTICLE 11

Changes in the Project Partnership

- 1) Being aware of the fact that all changes in the partnership need an approval of the REA the Parties agree not to back out of the Project unless there are unavoidable reasons for it.
- 2) In case a PA withdraws from the Project or is debarred from it the remaining PAs shall undertake to find a rapid and efficient solution to ensure the further Project proper implementation without any delay. Consequently, the PAs will endeavor to cover the contribution of the withdrawing PA, either by assuming his/her tasks by one or more of the present PAs or by asking one or more new participants to join the Project, regarding the respective Programme provisions.

3) The CO will inform the REA as soon as changes in the Project partnership are foreseeable. The changes in the partnership enter into force only after approval by the REA.

4) The provisions set for audits in Article 9 remain applicable to the PA that backed out of the Project or was debarred from the Project.

ARTICLE 12

Irregularities and repayment of funds

1) If the REA should – based on the provisions of the Grant agreement – request the repayment of the Union contribution from the CO, the CO shall ask the PA that has caused the irregularity to repay the Union contribution unduly paid.

2) The affected PA has to repay the requested Union contribution together with the interests chargeable to the CO.

3) The PA has to respect the deadline given by the REA to the CO for the repayment of the Union contribution. The PA has to transfer the requested Union contribution together with the interests chargeable to the CO within 15 days before the deadline of the CO.

4) In case the PA is defaulting, the CO has the right to deduct the amounts to be recovered from the next payment to the PA.

ARTICLE 13

Language

1) This Partnership agreement is concluded in English. In case of translation of this agreement into another language than English, the English text shall prevail.

2) The working language of the partnership shall be English. Any official internal document shall be made available in the language of the Grant agreement, i.e. in English.

ARTICLE 14

Concluding provisions

1) Any amendment to this agreement shall be in writing signed by all Parties.

2) Amendments and supplements to the present agreement and any waiver of the requirement of the written form must be in writing and have to be indicated as such. The CO shall notify to the REA of any amendment or supplement of the present agreement.

3) 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.

4) The Parties commit themselves to take 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 other Parties.

5) The Parties shall make every effort to settle any disputes arising from this agreement out of the court. In case an agreement cannot be reached in due time, the Parties herewith agree that the court in Brussels shall be the venue for all legal disputes arising from this agreement.

Done in ten originals. Each Party keeps one original and four originals are attached to the Grant agreement.

SIGNATURES

Authorised to sign on behalf of the **University of National and World Economy (UNWE)**

Name: Prof. Dr. Sci. (Econ) Plamen Mishev

Position: Vice-Rector in Scientific Research Activity
and International Projects

Done at: Sofia

Date: 10.08.2011

Signature ⇒



Stamp organization:

Authorised to sign on behalf of the **University of Lodz (UL)**

Name: Prof. Zofia WYSOKIŃSKA

Position: Vice-Rector for International Cooperation. University
of Lodz

Done at: Lodz

Date:

Signature:

PROREKTOR
UNIWERSYTETU ŁÓDZKIEGO


prof. dr hab. Zofia Wysokińska

Stamp organization:

UNIWERSYTET ŁÓDZKI
ul. Narutowicza 65, 90-131 Łódź

Authorised to sign on behalf of the **Matej Bel University Banska Bystrica (UMB)**

Name: Dr. h. c. prof. PhDr. Beata Kosová, CSc.

Position: Rector of the Matej Bel University

Done at: Banská Bystrica

Date: 30. 8. 2011

Signature



Stamp organization:



Authorised to sign on behalf of the **Institute of Economics and Industrial Engineering of the Siberian Branch of the Russian Academy of Sciences (IEIE SB RAS)**

**Name: Prof. D. Sci. (Econ), Corresponding Member of RAS
Viktor Suslov**

Position: Deputy Director (responsible for scholarly work)

Done at: Novosibirsk

Date: 26.08.2011

Signature

BC

Stamp organization



Authorised to sign on behalf of the **Novosibirsk State University (NSU)**

Name: Professor, Corresponding Member of Russian Science Academy
Sergey Netesov

Position: Deputy rector responsible for research

Done at: Novosibirsk

Date: 09.09.2011

Signature



Stamp organization:

Authorised to sign on behalf of the **Ternopil National Economic University**
(TNEU)

Name: Prof. Serhiy Yuriy

Position: Rector

Done at : Ternopil

Date: August 26, 2011

Signature

Stamp organization

