



Education, Audiovisual and Culture Executive Agency

Erasmus+ Programme

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

Partnership Agreement

[Strengthening Capacities for Higher Education of Pain Medicine in Western Balkan Countries]

[HEPMP]

Project reference number:
[585927-EPP-1-2017-1-RS-EPPKA2-CBHE-JP]

Grant Agreement number:
[2017-3109/001-001]

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

UNIVERSITY OF BELGRADE, public university, established in Republic of Serbia, Studentski trg 1, 11000 Belgrade, represented for the purposes of signature of this Agreement by academician Vladimir Bumbaširević, Rector, the legal representative as defined in the Grant Agreement [2017-3109/001-001], hereinafter referred to as the "coordinator",

and

UNIVERSITY OF Montenegro, Public Institution, established in Montenegro, Cetinjska 2, represented for the purposes of signature of this Agreement by rector, Danilo Nikolić, the legal representative according to the Mandate previously signed and attached to the Grant Agreement (here in Annex II), hereinafter referred to as the "beneficiary".

Where a provision applies without distinction to the "coordinator" and the "beneficiary", for the purpose of this Agreement they will be collectively referred to as the "beneficiaries", „contracting parties“ or „parties“.

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+, Key Action 2, CBHE, project „Strengthening Capacities for Higher Education of Pain Medicine in Western Balkan Countries (HEPMP)“ (hereinafter referred to as the “project”).

1.2 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 [2017-3109/001-001] (hereinafter: Grant Agreement), 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 22 of the present Agreement for the list of annexes).

1.4 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 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 entirely 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 (especially those related to Articles I.10.6, I.10.10 and II.17), with all the provisions of this Agreement, as well as with national legislation;
- (c) are entirely and solely liable for complying with any legal obligations incumbent on them;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme.

3.2 Specific obligations and role of the coordinator.

The coordinator undertakes to:

- (a) be responsible for the coordination and management of the project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the beneficiary and the Executive Agency, and inform the beneficiary of any relevant communication exchanged with the Executive Agency;
- (c) inform the beneficiary 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 beneficiary without unjustified delay and in accordance with the dispositions for payments laid down in Article 6 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 1.4 of the Grant Agreement;
- (g) establish payment requests on behalf of the beneficiary, as per the dispositions of Article 1.4 of the Grant Agreement;
- (h) provide one copy of this Agreement duly signed to the beneficiary and to the Executive Agency within 6 months of the signature of the Grant Agreement;
- (i) provide the beneficiary with official documents related to the project, such as the signed Grant Agreement and its annexes, the Guidelines for the Use of the Grant, the various reports templates and any other relevant document concerning the project;
- (j) transmit to the beneficiary copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Executive Agency following report assessment and field monitoring visits;
- (k) be responsible for the sound financial management and cost efficiency of the Erasmus+ grant contribution, as well as his own contribution to the project.

3.3 Specific obligations and role of the beneficiary.

3.3.1 The 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, all documents provided for in this 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 in a timely manner 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 beneficiary's budget, deviations from work plan etc.):

- (f) inform the coordinator in a timely manner of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
- (g) be responsible for the sound financial management of the allocated Erasmus+ grant contribution and related own contribution for the project;
- (h) prepare, complete and submit all reports to the coordinator in due time, as requested by the Executive Agency and the coordinator, in order to fulfil reporting obligations;
- (i) provide the validation of the information of submitted documentation which are contained therein;
- (j) perform all activities foreseen by Description of the Action (Annex I of the Grant Agreement), as well as all tasks as set at kick-off meeting and other Management Board meetings;
- (k) more specifically, the beneficiary shall be in charge for performing the following project activities:

WP 1 (Comparative analysis of education offer in Pain Medicine)

- 1.1. Analysis of Pain medicine study program and LLL courses in PCs
- 1.2. Analysis of Pain medicine study program and LLL courses in PgCs
- 1.3. Comparative analysis of education offer of pain medicine in the PCs and PgCs
- 1.4. Analysis of labor market needs relevant for HCW in PCs
- 1.5. Purchase and installation of equipment

WP 2 (Development of joint curricula for PM study program)

- 2.1. Training of existing teaching staff from PCs at PgCs
- 2.2. Development of HEPMP contents and Teaching material
- 2.3. Preparation and submission for accreditation of study program
- 2.4. Enrollment of students at study program
- 2.5. Implementation of study programs

WP 3 (Development of LLL courses and and interventional pain medicine courses)

- 3.1. Development of learning material for HCW in PCs
- 3.2. National call and selection of trainees
- 3.3. Accreditation of LLL courses in PCs
- 3.4. Delivering of LLL courses of pain medicine in primary health care centers of PCs
- 3.5. Delivering of interventional pain trainings in PCs

WP 4 (Established of Academic network)

- 4.1. Establishment of regional academic network
- 4.2. Establishment of PAINWB platform
- 4.3. Continous selection of case studies for students and HCWs education
- 4.4. Analysis of systematic standards and procedures in the area of PM

WP 5 (Project dissemination)

- 5.1. Preparing project dissemination strategy
- 5.2. Creation of Web site of HEPMP
- 5.3. Promotion of HEPMP program Events
- 5.4. Developing institutional websites, newsletter, promotional material and media
- 5.5. Dissemination of instituional websites, newsletter, promotional material and media
- 5.6. Signing cooperation between HEIs and relevant stakeholders

WP 6 (Quality control)

- 6.1. Establishment of quality control board
- 6.2. Development of control plan for quality assurance in teaching process
- 6.3. Regular Quality board meetings
- 6.4. Evaluation of student and participant satisfaction
- 6.5. Monitoring visits by external evaluators

WP 7 (Management)

- 7.1. Establishment of management board
- 7.2. Creation of project management guide
- 7.3. Kick off meeting
- 7.4. Regular management board meetings
- 7.5. Making a regular reports and final report

(l) fulfil the assumed obligations within the set deadlines and in accordance with the project plan;

(m) be responsible for all rights and obligations for activities defined in the Agreement from the starting date of the eligibility period laid down in the Grant Agreement, according to disposal of Article 2, paragraph 2.1 of the Agreement.

3.3.2. Any change related to the reallocation of dedicated project activities shall be dealt as foreseen by Article 5, paragraph 5.6 and 5.7 of this Agreement.

3.3.3 Failure to fulfil the undertaken obligations shall result in the reimbursement of the Erasmus+ contribution grant to the coordinator.

Article 4 Management Board

4.1 For the purposes of implementation of the Grant Agreement, this Agreement and other Agreements, concluded with other beneficiaries, coordinator, beneficiary and other beneficiaries may form the Management Board (MB).

4.2 MB Composition: The Project manager of each beneficiary shall nominate a member of the Management Board. The member of the Management Board shall have the mandate to negotiate on behalf of his/her institution for each Management Board meeting. If the member of the Management Board is unable to attend a Management Board meeting, the beneficiary shall temporarily appoint a deputy.

4.3 MB Meetings: Management Board meetings will be held according to dynamics of the implementation of the project activities. The coordinator shall appoint the Chairman for all the Management Board meetings. The Chairman and coordinator will jointly prepare in advance the agenda of each Management Board meeting, which shall be released and circulated by the Chairman and reviewed by the other beneficiaries' project managers. The Chairman shall attend each Management Board meeting.

4.4 The Chairman shall take minutes of the meeting and send the minutes for comments to the Management Board members within 15 working days; if no objections are raised within 10 working days, the minutes shall be considered as approved.

4.5 MB Decision Making: at the each Management Board meeting, no less than half of the members shall constitute quorum (50% + one member). Decision making shall be by simple majority among the present members (one vote per member). When it comes to decision-making, in case of an equal number of votes, the Coordinator shall consult the members of the Management Board, in order to make the decision by a majority of votes. If this is not accomplished, the decision shall be made by the Coordinator. In case that the coordinator has profound objections concerning the compliance of a taken decision with the Grant Agreement of the legal basis of the Erasmus+ Key Action 2 CBHE action, the decision shall be frozen until the coordinator clarifies the matter with the Executive Agency. In case that no compliance should be asserted, the decision will be cancelled.

Article 5 Financing the action

5.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to EUR [950.019,00] and shall take the form as stipulated in Annex III of the Grant Agreement.

5.2 The Erasmus+ grant contribution is awarded 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.

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

5.4 Full details of the estimated budget breakdown per funding source, beneficiary and budget heading is given in the following table:

Budget heading/category of costs	Distribution of the grant [EUR]
Staff Costs	41.071 EUR
Travel Costs	8.160 EUR
Costs of Stay	25.080 EUR
Equipment Costs	45.000 EUR
Subcontracting Costs	2.500 EUR
Total Costs (in EUR)	121.811 EUR

Table 1 – Distribution of the grant by beneficiary (in EUR)

5.5 In order to implement the project, the grant amount may be complemented by additional funding provided by the beneficiary, according to the Budget/Expenditure/Co-financing breakdown per beneficiary and budget category (here in Annex I). Beneficiary shall provide an indication on the level and source of co-financing that contributed to the project results.

5.6 If, for whatever reasons, some of the allocated activities will not be undertaken or completed by the beneficiary, the resources associated with those activities may be removed from the budget of the beneficiary. Prior removal of resources from the budget of the beneficiary, information in writing will be given to the beneficiary for approval, within two weeks before possible reducing its related budget. After the confirmation of the beneficiary that for whatever reasons, marked activities have not been undertaken or completed by the beneficiary, these resources shall be allocated to another beneficiary who agrees to undertake those activities.

5.7. The abovementioned activities and related resources shall be stipulated by written amendment of this Agreement.

Article 6

Payment arrangements

6.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to the beneficiary using the bank account details of the beneficiary given in the following table:

Name and address of account holder:	Univerzitet Crne Gore – Devizni račun
Name of Bank:	Crnogorska Komercijalna Banka
Address of branch:	Zgrada Vektre, ul. Moskovska
Full account number	

(including bank codes)	
IBAN – International Bank or Account Number – account code:	ME2551000000000014008
Bank or Swift Code	CKBCMEPG

Table 2 – Individual bank account of the beneficiary

6.1.1 If the bank account of the beneficiary changes, the beneficiary shall communicate the new bank account details in a timely manner to the coordinator by filling in the form which includes the details given above, signed by the legal representative of the beneficiary.

6.1.2 For the purpose of transferring the part of the Erasmus+ grant contribution, the beneficiary shall send Request for payment (using the Annex V of this Agreement) to the coordinator, duly signed by the legal representative of the beneficiary, for each instalment calculated and approved by the coordinator on the basis of previously verified expenses and/or submitted outputs.

6.2 The transfer of the Erasmus+ grant contribution to beneficiary will be implemented in accordance with the following timetable and procedure, respecting dynamics of the implementation of the project activities, provided that the beneficiary fully implemented and documented project activities:

6.2.1 **First instalment of first pre-financing:** The coordinator will transfer 25% of the beneficiary's total Erasmus+ grant budget, deducted for the funds intended for equipment purchase (if applicable), after the signing of this Agreement, provided that the coordinator has received the first pre-financing payment from the Executive Agency.

6.2.2 **Second instalment of first pre-financing:** The coordinator will transfer 25% of the beneficiary's total Erasmus+ grant budget, deducted for the funds intended for equipment purchase (if applicable), after the coordinator has received and approved necessary documentation and materials on the performed activities.

6.2.3 The coordinator will **transfer funds for the purchase of the equipment** (equipment is intended exclusively for the Partner Country Higher Education Institutions, included in the partnership, as defined in the Programme Guide and Guidelines for the Use of the Grant) under the condition that the coordinator has received the requested documentation as proof that the appropriate procedure has been conducted and on the basis of eligible costs stipulated in contract(s) duly signed by the beneficiary and selected supplier(s), followed by corresponding invoice(s). Grant for the purchase of equipment has to be used exclusively for the purchase of equipment for the beneficiary for the purpose of the implementation of the project (equipment directly relevant to the objectives of the project). The equipment shall be the ownership of the beneficiary and must be recorded in the inventory of the institution where it is installed. All equipment purchased with the Erasmus+ CBHE funds must bear an Erasmus+ logo in a form of a sticker as defined by the Executive Agency. The beneficiary may not split the purchase of the equipment into smaller contracts below the threshold, in order to avoid launching tendering procedure. Since the joint tendering procedure is the expression of a sound and cost-efficient management, beneficiary shall inform the coordinator in a timely manner about the intention of purchase of the equipment and will not undertake any further actions related to the matter before the approval of the coordinator.

6.2.4 **First instalment of second pre-financing:** The coordinator will transfer 20% of the beneficiary's total Erasmus+ grant budget, provided that the coordinator has received the second pre-financing payment from the Executive Agency and the coordinator has received and approved necessary documentation and materials on the performed activities. In addition, the beneficiary will have to demonstrate expenditures covering at least 70% of the total amount already transferred.

6.2.5 Second instalment of second pre-financing: The coordinator will transfer 20% of the beneficiary's total Erasmus+ grant budget, after the coordinator has received and approved necessary documentation and materials on the performed activities. In addition, the beneficiary will have to demonstrate expenditures covering at least 90% of the total amount already transferred.

6.2.6 Payment of the balance: The final amount of the grant to be transferred to the beneficiary by the coordinator will be defined only once the total Erasmus+ grant has been confirmed by the Executive Agency after the end of the project and approval of the final report. All outstanding payments to cover actual eligible expenditures that have not been received in previous instalments will be transferred to the beneficiary within 30 days after the receipt of final payment from the Executive Agency, on condition that the beneficiary has provided the requested necessary documentation and materials on the performed activities to the coordinator within the foreseen deadline.

6.2.7 Necessary documentation and materials on the performed activities are: proofs of expenditure/activity covering the amount already transferred, including requested supporting documentation for the justification of costs; proofs that the activities have been actually and properly implemented and/or that the expected output(s) have been produced; reports requested by the Executive Agency, as well as internal reports on implementation of the project.

6.3 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 this Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the beneficiary shall be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.

6.4 If there is a difference between the amount of the Erasmus+ grant contribution actually used 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 shall reimburse the corresponding amount to the coordinator, within 10 (ten) days from the date of the receiving the notice.

6.5 The costs of financial transfers charged by the bank shall be borne by the beneficiary receiving the part of the grant from the coordinator. These expenses shall be deducted from the next instalment to the beneficiary.

Article 7 Reporting

7.1 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 beneficiary commits to provide the coordinator with all necessary information and copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

7.2 For the purpose of partnership reporting, internal reporting forms have to be used (here in Annex IV). These reports shall be submitted by the beneficiary to the coordinator according to the following schedule:

Reporting period:	From-To	Deadline for submission of the partnership reports by the beneficiary to the coordinator
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The 1 st reporting period	15/10/2017 – 30/6/2018	10/7/2018
The 2 nd reporting period	1/7/2018 – 30/9/2018	10/10/2018
The 3 rd reporting period	1/10/2018 – 31/12/2018	10/1/2019
The 4 th reporting period	1/1/2019 – 30/3/2019	7/4/2019
The 5 th reporting period	1/4/2019 – 30/6/2019	10/7/2019
The 6 th reporting period	1/7/2019 – 30/9/2019	10/10/2019
The 7 th reporting period	1/10/2019 – 31/12/2019	10/1/2020
The 8 th reporting period	1/1/2020 – 30/3/2020	10/4/2020
The 9 th reporting period	1/4/2020 – 30/6/2020	10/7/2020
The 10 th reporting period	1/7/2020 – 14/10/2020	14/11/2020

7.3 For the purpose of reporting by the coordinator to the Executive Agency, beneficiary shall have to submit his reports to the coordinator, using the reporting forms (consisting of the narrative and financial part) available on the website of the Executive Agency:

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-field-higher-education-2017_en:

Type of the report	Deadline for submission of the reports by the coordinator to the Executive Agency	Deadline for submission of the reports by the beneficiary to the coordinator
The progress report on the implementation of the action	(at the latest) half-way through the eligibility period, on 14/4/2019	at the latest 10 days before 14/4/2019
Final report	two months after the end of the contractual period, on 14/12/2020	14/11/2020

7.4 In case the beneficiary does not provide all required reports with appropriate and accurate information therein, together with financial statements and copies of supporting documents within 10 working days from the date(s) stated above, coordinator will inform beneficiary's project manager about this in written form, with the beneficiary's legal representative in carbon copy. Failure to provide all requested documents and information within 10 working days from the date of coordinator's notice will result in suspending further instalments of the Erasmus+ grant contribution to the beneficiary. The coordinator reserves the right to consult the Executive Agency if the activities declared by beneficiary and/or delivered outputs are questionable.

7.5 The coordinator shall provide the beneficiary with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. All reports have to be drawn up in EURO.

7.5.1 By the way of derogation from Article II.23.4 of the General Conditions of the Grant Agreement, any conversion into euro of costs incurred in other currencies shall be made by the beneficiary at the monthly accounting rate established by the European Commission and published on its

website (http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)
applicable:

7.5.1.1 on the month of the first pre-financing for all costs incurred until the second pre-financing is received and

7.5.1.2 on the month of the receipt of the second pre-financing for all costs incurred until the end of the project.

7.5.2 Monthly accounting rates mentioned above are referred to months the transfers from the Executive Agency are made to the coordinator's account.

7.6 The beneficiary 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 Guidelines for the Use of the Grant. In addition, the beneficiary should in particular ensure in case of control and/or audit visits that the declared costs are identifiable and verifiable, in particular being recorded in the accounting records of the beneficiary and that they comply with the criteria indicated in Article II.19.1 of the Grant Agreement.

7.7 The beneficiary shall provide, at the request of the coordinator, without any delay, full access and/or delivery of the produced outputs.

Article 8

Budgetary and financial management

8.1 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.

8.2 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.

8.3 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.

8.4 The beneficiary confirm that he respects the social and labour legislation of his country regarding the costs of staff contributing to the project.

Article 9

General administrative provisions

9.1 Any important project related communication between the parties shall be done in writing and addressed to the appointed project manager of beneficiary and coordinator, as per the details below:

For the coordinator:

Prof. Dr. Predrag Stevanović

University of Belgrade – Faculty of Medicine, Dr Subotića 8, 11000 Belgrade

predrag.stevanovic@med.bg.ac.rs

For the beneficiary:

Prof. dr Danko Živković

University of Montenegro, Faculty of Medicine, Kruševac bb 81000 Podgorica
dankoz@t-com.me

9.2 Beneficiaries are obligated to communicate to the other party any change of the above mentioned information within 15 days.

Article 10 **Promotion and visibility**

10.1 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.

10.2 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 Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section 1.7 of the Guidelines for the Use of the Grant.

10.3 Furthermore, any communication, publication or output resulting from the project, made by beneficiaries jointly or individually, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), must indicate that the project has received European Union funding. All material produced for project activities, training material, projects websites, special events, posters, leaflets, press releases, CD ROMs, etc. must carry the Erasmus+ logo and mention: "Co-funded by the Erasmus+ Programme of the European Union".

Logo to be used is available at:

http://eacea.ec.europa.eu/img/logos/erasmus_plus/eu_flag_co_funded_pos_%5Brgb%5D_right.jpg.

10.4 Any publication or video should mention the following sentence: "This project has been funded with the support from the European Commission. This publication (communication) reflects the views only of the author, and the Commission cannot be held responsible for any use which may be made of the information contained therein".

Article 11 **Confidentiality and data protection**

11.1 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.

11.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article II.6 of the Grant Agreement.

Article 12 **Ownership and property rights**

12.1 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.7 of the Grant Agreement.

12.2 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 13 Liability

13.1 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 intent or gross negligence of the other party or its staff/students.

Article 14 Conflict of interest

14.1 The 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.

14.2 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.

14.3 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 15 Working languages

15.1 The working language of the partnership shall be English.

15.2 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 16 Conflict resolution

16.1 In case of any conflict or misunderstanding resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

16.2 In case that dispute cannot be resolved in the manner indicated in paragraph 1 of this Article, it should be addressed in writing to the project Management Board (or a body consisting of representatives of all the project partners), that will try to mediate in order to resolve the conflict.

Article 17 Applicable law and jurisdiction

17.1 This Agreement is governed by the Serbian law, being the law of the coordinator's country.

17.2 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 Commercial Court in Belgrade.

17.3 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 this Agreement.

17.4 This Agreement is concluded in English language. In the event of translation of this Agreement and its annexes, the English version shall prevail.

Article 18 **Termination of the Agreement**

18.1 In the event that the beneficiary fails 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.

18.2 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 19 ***Force Majeure***

19.1 If either parties face a case of *force majeure*, it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

19.2 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 20 **Amendments**

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.

Article 21

This Agreement is drawn in four identical copies, two copies for the coordinator, one for the beneficiary and one for the Executive Agency.

Article 22 **Annexes**

Annex I – Budget/Expenditure/Co-financing breakdown per partner and budget category

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

Annex III - Guidelines for the Use of the Grant

Annex IV - Internal Reporting forms

Annex V – Beneficiary's Request for Payment template

Article 23
Useful links

Program Guide, Version 1 (2017):

http://ec.europa.eu/programmes/erasmus-plus/resources_en

Contractual documents:

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-field-higher-education-2017_en

Reporting:

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-field-higher-education-2017_en

Dissemination, Exploitation of Results and Visual Identity:

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-field-higher-education-2017_en

https://eacea.ec.europa.eu/about-eacea/visual-identity_en

<https://ec.europa.eu/programmes/erasmus-plus/programme-guide/annexes/annex-ii>

<http://ec.europa.eu/programmes/erasmus-plus/projects/>

FAQs:

http://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space_en

<https://ec.europa.eu/programmes/erasmus-plus/projects/eplu-help/faq.html>

Executive Agency's website: http://eacea.ec.europa.eu/erasmus-plus_en

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

Prof. Dr. Vladimir Bumbaširević


Signature and stamp

Done in Belgrade

Date:

16 APR 2018

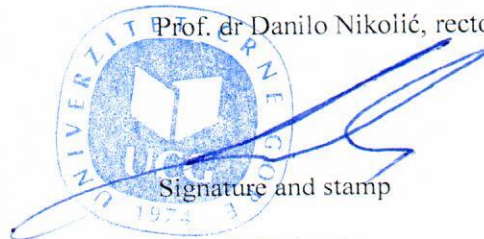
[DD/MM/YYYY]

485-482/18-17

For the Beneficiary

The legal representative

Prof. dr Danilo Nikolić, rector


Signature and stamp

Done in Podgorica

Date:

23/03/2018

Annex I

Budget/Expenditure/Co-financing breakdown per beneficiary and budget category

Annex II

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

Annex III

Guidelines for the Use of the Grant

Erasmus+ Programme Capacity - Building projects in the field of Higher Education (CBHE) Guidelines for the Use of the Grant For grants awarded in 2017 under Call EAC/A03/2016 VERSION 02: 09 JANUARY 2018: https://eacea.ec.europa.eu/sites/eacea-site/files/guidelines_for_the_use_of_the_grant_2017_cbhe_v_ii_-_09_january_2018_0.pdf

Annex IV

Internal Reporting forms

Available on the website of the project:

HEPMP@med.bg.ac.rs

Annex V

**Beneficiary's
Request for Payment – template**

[DD/MM/YY, City]

**University of Belgrade
Studentski trg 1
11000 Belgrade, Serbia**

**[“Strengthening Capacities for Higher Education of Pain Medicine in Western Balkan
Countries ”]
[HEPMP]**

Project reference number:
[585927-EPP-1-2017-1-RS-EPPKA2-CBHE-JP]

**Request for payment number:
[number/year]**

Name and address of the beneficiary:

[Click here to enter Name of the beneficiary]

[Click here to enter full official address of the beneficiary]

Dear Sir/Madam,

I hereby request:

(tick the appropriate box)

- the first instalment of the first pre-financing
- the second instalment of the first pre-financing
- instalment for the purchase of the equipment
- the first instalment of the second pre-financing
- the second instalment of the second pre-financing
- balance payment

of the Erasmus+ grant contribution under the Grant Agreement **[2017-3109/001-001]**, and based on the Partnership Agreement, No. **[Click here to enter Ref. No.]** by the University of Belgrade, dated on **[Click here to enter date]**.

The amount requested is: **[amount]** €

The payment should be made to the bank account of the beneficiary according to disposal of Article 6, paragraph 6.1 of the above mentioned Partnership Agreement.

Stamp

Signature of the beneficiary legal representative

Name: **[Click here to enter text]**

Position: **[Click here to enter text]**