



Education, Audiovisual and Culture Executive Agency

Partnership Agreement

Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM

WILLIAM project number: 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP

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

The College of Management Academic Studies (COMAS),
Elie Weisel St. 2, Rishon LeZion, 7579806, Israel

hereinafter referred to as the "Coordinator", represented for the purposes of signature of the Agreement by Prof. Oren Kaplan, President, the legal representative as defined in the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP (attached here in Annex III).

and the following beneficiary

Ben Gurion University of the Negev (BGU)
1 Ben-Gurion Blvd. PO Box 653, Beer-Sheva, 8410501, Israel

hereinafter referred to as the "Beneficiary" or "Partner", represented for the purposes of signature of this Agreement by Prof. Chaim Hames, Rector, its authorized representative, according to the Mandate previously signed and attached to the Grant Agreement (Signed Mandate is attached in Annex V).

The parties hereby have agreed as follows:

Article 1

Subject of the Partnership Agreement

1.1 This Partnership Agreement, together with its Annexes listed in Article 20 below, defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ CBHE JP action [**Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM**] (hereinafter referred to as the "Project").

1.2 The Coordinator and the Beneficiary undertake to do everything in their power to carry out the work programme forming the subject of this Partnership Agreement, which falls within the framework of the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP, concluded between the Coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), related to the Project, attached via link as **Annex III** hereto (hereinafter referred to as the "Grant Agreement").

1.3 The subject matter of this Partnership 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.

1.4 The Coordinator and the Beneficiary shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2 Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the Coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

Article 3 Obligations and Responsibilities

3.1 General obligations and role of the Beneficiary (including the Coordinator).

The Beneficiary:

- (a) is responsible for carrying out the activities attributed to him and described in the Grant Agreement and approved application, working to the best of its abilities to achieve the defined results and taking full responsibility for its work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) is responsible for complying with any legal obligations incumbent on it;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the Project.
- (f) shall make appropriate internal arrangements for the proper implementation of the action, consistent with the provisions of the Grant Agreement including the Special Conditions and General Conditions.

3.2 Specific obligations and role of the Coordinator.

The Coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the Project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the 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 the Beneficiary, transfer funds to the Beneficiary without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The Coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the Beneficiary, as per the dispositions of Article I.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 Agency following report assessment and field monitoring visits.
- (k) Before submitting the final report to the Agency, provide the Beneficiary with the copy of their budget for their records.

3.3 Specific obligations and role of the beneficiary (excluding the Coordinator).

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, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the Coordinator with any other information or documents it may require and which are necessary for the management of the Project;
- (e) notify the Coordinator of any event likely to substantially affect or delay the implementation of the Action, as well as of any important deviation of the Project (e.g. replacement of the Project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the Coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.
- (g) inform the Coordinator of any discrepancy that they discover in their final budget within 7 days of receiving it for review.
- (h) accept the final budget submitted in the Project's final report as the maximum amount of grant money that the Beneficiary can receive for the project, pending upon The Executive Agency's eligibility check of the Project's final budget.

Article 4

Financing the Action

4.1 The maximum Erasmus+ grant contribution to the Project for the contractual period covered by the Grant Agreement amounts to 985.381,00 € and shall take the form as stipulated in Annex III of the Grant Agreement.

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

- a "*reimbursement of actual costs*" for Equipment and Subcontracting costs
- a "*unit contribution*" to the costs incurred for Staff costs, Travel costs and costs of Stay
- a "*unit contribution*" to support the activities implemented under the Special Mobility Strand

4.3 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.

4.4 Full details of the Beneficiary's estimated budget breakdown is given in Annex II of this Agreement.

Article 5 Payment Arrangements

5.1 The Coordinator will transfer the part of the Erasmus+ grant contribution corresponding to the Beneficiary using the details of the bank account stipulated in Annex I of this Agreement.

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

The Coordinator will transfer to the account of the Beneficiary the estimated Erasmus+ grant contribution identified under Annex II of this Agreement, in the following way:

1. 50% of the estimated Erasmus+ grant contribution upon the signature of this Agreement by all Beneficiaries will be transferred to the beneficiary's account within 30 days.
2. Up to 25% of the estimated Erasmus+ grant contribution within 30 days from receipt of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first tranche, adjustments will be made accordingly in the second tranche.
3. Up to 15% of the estimated Erasmus+ grant contribution within 30 days of the reception of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first and/or second tranches, adjustments will be made accordingly in this third tranche.
4. 10% of the final eligible beneficiary Erasmus+ grant contribution budget within 45 days of the reception of the approval of the Executive Agency to the final report and the financial statements drawn up in accordance with the forms provided by the Coordinator.

The payment of each of the above mentioned payments is subject to:

- a. the receipt of such funds by the Coordinator from the Executive Agency,
- b. the expenditure report of the beneficiary which documents the grant money has been spent for the project, and,
- c. the receipt of a written payment request that is in line with the breakdown of payments above (e.g. 50% for first tranche, up to 25% for the second tranche, and up to 15% for the third tranche of the Beneficiary's budget) from the Beneficiary.

5.3 The Beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the Project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the

Beneficiary will be reimbursed to the Coordinator at the latest 30 days after the end of the Project's contractual period.

5.4 The Coordinator can reassign project tasks if the beneficiary is not able to complete their project tasks. This decision will be made by either by consensual agreement between the Coordinator and the Beneficiary or via a decision by WILLIAM's Executive Board, made up of representatives of three different institutions (two in IL, 1 in EU). The Executive Board will be finalized upon at the first International kickoff meeting. The reassignment of tasks will result in a reassessment of the Beneficiary's budget with a summary of the change being added via an appendix to this agreement and signed and dated by the Coordinator and legal representatives of the Coordinating institution. A summary of this change and the reassessment of the budget will be forwarded to the Beneficiary and the Executive Agency.

5.5 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the Project, the Beneficiary responsible for the expenditure declared ineligible by the Executive Agency will reimburse the corresponding amount to the Coordinator.

5.6 The Beneficiary shall pay the bank costs of financial transfers of money from the Coordinator's account to the Beneficiary's account. This amount will be subtracted from their payment.

Article 6

Reporting

6.1 The Coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the Beneficiary commits to provide the Coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

6.2 The Coordinator shall provide the Beneficiary with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO with the Project Exchange rate being used for this declaration.

6.3 The Beneficiary shall keep a record of any expenditure/activity incurred under the Project and all proofs and related documents for a period of 7 years after the payment of the final balance under the Grant Agreement. The Beneficiary shall provide the Coordinator a copy of any such record, proof or related documents upon its request. 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.

Article 7

Budgetary and Financial Management

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

7.2 For the implementation of the Project and the Beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the Parties will apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant.

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

7.4 The Beneficiary confirms that it respects the social and labour legislation of their country regarding the costs of staff contributing to the Project.

7.5 The Beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in Project activities.

Article 8

General Administrative Provisions

8.1 Any important Project related communication between the parties shall be done in writing and addressed to the appointed Project manager of the Beneficiary, as per the details below:

For the Coordinator:

Name: Dr. Yael Israel-Cohen

Address: Elie Weisel St. 2, Rishon Lezion 7579806

Email Address: ycohen@colman.ac.il

Phone Numbers: Cell: ++972-547500472

For the Beneficiary: the Beneficiary Contact information is detailed below:

Name of Contact Person for Beneficiary Institution: Dr. Stavi Baram

Address: P.O. Box 653, Beer Shavea, Israel 8410501

Email Address: Stavi@bgu.ac.il

Phone Numbers: Office Cell: +972-52-5793056

Name of Financial Manager for Project (If different from above) Ms. Tali Vaknin (talivak@bgu.ac.il)

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

Article 9

Promotion and Visibility

9.1 The Coordinator and the Beneficiary shall ensure adequate promotion of the Project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the Project.

9.2 Any notice or publication by the Project, including at a conference or a seminar, must specify that the Project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section I.6 of the Guidelines for the Use of the Grant.

Article 10

Confidentiality and Data Protection

10.1 The Coordinator and the Beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the Action.

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

Article 11 Ownership and Property Rights

11.1 The ownership of all Project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the Action, shall be vested in the beneficiaries, in compliance with Article I.7 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the Project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

11.3 All Background IP used in connection with the Project shall remain the property of the Beneficiary introducing the same.

11.4 To the extent that one Beneficiary makes Background IP available for use by the other party during the course of the Project, the Beneficiary introducing the Background IP hereby grants a non-exclusive, non-transferable, royalty-free licence to the other Beneficiary to use such Background IP for the duration of the Project and for the sole purpose of carrying out the Project.

11.5 All outputs of the Project are available for internal teaching and research purposes by each or all of the Beneficiaries and in on-line research activities applying the visibility protocol for ERASMUS+ projects as stated in Article 9.

Article 12 Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

12.2 The Coordinator shall not be liable for any damage caused or sustained by the Beneficiary, including any damage caused to third parties as a consequence of or during the implementation of the Action. The liability of the Beneficiary is limited to the amount received by the Beneficiary pursuant to the Grant Agreement and excludes liability for consequential and indirect losses.

12.3 Except in cases of force majeure, the Beneficiary shall compensate the Coordinator for any damage sustained by it as a result of the implementation of the Action or because the Action was not implemented or implemented poorly, partially or late and only up to the amount received pursuant to the Grant Agreement.

Article 13 Conflict of Interest

13.1 The Coordinator and the Beneficiary must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

13.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the Coordinator without delay, and the Beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

13.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

13.4 The Coordinator will inform the Executive Agency of any conflict of interest as provided for in Article II.4 of the Grant Agreement.

Article 14 Working Language

14.1 The working language of the partnership shall be English.

14.2 Both parties commit in allocating to the Project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 15 Conflict Resolution

15.1 In case of conflict between the Project's partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 Disputes should be addressed in writing to the Project Executive Board (i.e. body consisting of representatives from three Project partners: two from Israel, one from EU), that will try to mediate in order to resolve the conflict. The National Erasmus+ Office should be advised and consulted on any conflicts.

15.3 The Project executive board if necessary, will recommend a resolution to the conflict and their recommendation will be considered binding by the parties involved. Conflicting parties have the right to appeal the decision to the coordinator. The dispute will then be resolved via consultation with the National ERASMUS+ Office or the Project Officer of the Executive Agency.

15.4 All resolutions of the conflict will conform to the Articles and annexes of the contract agreement with the Executive Agency and guidelines for project and financial management.

Article 16 Applicable Law and Jurisdiction

16.1 This Agreement is governed by Israeli law, being the law of the Coordinator's country.

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

16.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

16.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

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

Article 17 **Termination of the Agreement**

17.1 Termination of this Agreement shall be in accordance with Article II.16 of the Grant Agreement.

17.2 In the event that the Beneficiary fails to perform any obligations under the present Agreement or the Grant Agreement, the Coordinator may terminate its participation in the Project, upon formal written authorisation by the Executive Agency.

17.3 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.

17.4 The Beneficiary may terminate its participation in the Project by providing 3 months' formal written notification, providing all financial and reporting documents required and meeting all financial obligations up through the date of the termination of participation.

Article 18 ***Force Majeure***

18.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

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

Article 19 **Amendments**

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

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

Article 20

Annexes

The following Annexes to this agreement constitute an integral part hereof:

- Annex I: Institutional Bank Account Information
- Annex II: Beneficiary's Estimated Project Budget
- Annex III: Link to the Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.
- Annex IV: Links to the Guidelines for the Use of the Grant and reporting.
- Annex V: Beneficiary's Signed Mandate

[Signature page to follow]

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

Done in: Rishon LeZion, Israel

Date: 15.1.2019

Name: Oren Kaplan

Title: President

Signature: _____

**College of Management
Academic Studies
Rishon LeZion, ISRAEL
B.N. 513591222**

For the Beneficiary
The legal representative/s

Done in: Beer Sheva

Date: 27/12/18

Name: Professor Chaim Hames

Title: Rector

Signature: _____

Annex I
Institutional Bank Account

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

Name and Address of the Account Holder:	BEN-GURION UNIVERSITY, P.O. BOX 653, BEER-SHEVA 8410501, ISRAEL
Name of Bank:	ISRAEL DISCOUNT BANK LTD (11)
Address of Bank:	8 HENRIETA SOLD STREET, BEER-SHEVA, ISRAEL
IBAN - International Bank or Account Number:	IL15 0115 1700 0009 0378 069
Bank or Swift Code:	IDBLILITXXX

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 Agreement.

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 Agreement: This amount reflects the maximum amount only and is dependent upon eligible documentation of expenses related to project activities only.

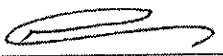
THIS PAGE MUST BE SIGNED BY THE LEGAL REPRESENTATIVE AND HAVE THE LEGAL STAMP OF YOUR INSTITUTION

The legal representative/s

Date: 27/12/18

Name: Prof. Chaim Hames

Title: Rector

Signature: 

Annex II
Budget/Expenditure/Co-financing Breakdown per Partner and Budget Category (in EUR)

	Amount in EURO
Staff Costs	34,158.00
Travel Costs	10,340.00
Costs of Stay	25,320.00
Equipment Costs	24,100.00
Subcontracting	9,000.00
TOTAL	102,918.00

Annex III

Link to the Grant Agreement and its Annexes

[Click here for link](#)

Annex IV

Link to Guidelines for the Use of the Grant

[Click here for link](#)

Please note that the above link is to the 2017 Guidelines as the 2018 Guidelines are not yet available. The 2018 Guidelines are expected to be similar to the prior year and will be distributed when available.

Reporting Guidelines

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-the-field-of-higher-education_en

Annex V: Signed Mandate of Beneficiary

MANDATE¹

I, the undersigned,

[Professor Zvi Harshan, Rector],

representing,

[Ben-Gurion University of the Negev] [BGU]
 (Institute of Higher Learning)
 [Official registration No. 513591222]
 [1 Ben-Gurion Blvd. PO Box 652, 8410501 Beer-Sheva, Israel]
 VAT number: 500701544
 PIC number: 998445222

hereinafter referred to as 'the beneficiary',

for the purposes of the signature and the implementation of the grant agreement [Welcome in Israel as a Leading and Learning IAH Assistance and Management tool - WILLIAM] (hereinafter referred to as 'the grant agreement') with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as 'the Agency') hereby.

1. Mandate

The College of Management Academic Studies, COMAS
 Private Institution
 Official registration No. 513591222
 Elie Weisel st. 2, Roshon Lezion, 7579806
 VAT number: 513591222
 PIC number: 996942042

represented by Oren Kaplan, President
 (hereinafter referred to as 'the coordinator')

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

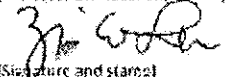
I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil his obligations under the grant agreement, and in particular, to provide to the coordinator, on his request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE²

[Professor Zvi Harshan, Rector]


 (Signature and stamp)



Dated at [Beer-Sheva, Israel], [date]

Jan. 15, 2008

¹ One copy of this Annex shall be included for each beneficiary except for the coordinator.

² If the signature is not the Rector/President of the Higher Education Institution (or Vice Rector, Vice President, Chancellor, Vice-Chancellor), a specific project-related statement signed by the Rector/President must be provided authorizing the signatory person to commit the whole Institution.



Education, Audiovisual and Culture Executive Agency

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and the following beneficiary

Gordon Academic College of Education (GACE)
73 Tchernichovsky Street, Haifa, 3570703, Israel

hereinafter referred to as the "Beneficiary" or "Partner", represented for the purposes of signature of this Agreement by Yechezkel Taler, President and Igal Sheinis, Vice President, its authorized representatives, according to the Mandate previously signed and attached to the Grant Agreement (Signed Mandate is attached in Annex V).

The parties hereby have agreed as follows:

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Subject of the Partnership Agreement

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Duration

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- (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 the Beneficiary, transfer funds to the Beneficiary without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The Coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the Beneficiary, as per the dispositions of Article I.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 Agency following report assessment and field monitoring visits.
- (k) Before submitting the final report to the Agency, provide the Beneficiary with the copy of their budget for their records.

3.3 Specific obligations and role of the beneficiary (excluding the Coordinator)

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, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the Coordinator with any other information or documents it may require and which are necessary for the management of the Project;
- (e) notify the Coordinator of any event likely to substantially affect or delay the implementation of the Action, as well as of any important deviation of the Project (e.g. replacement of the Project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the Coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.
- (g) inform the Coordinator of any discrepancy that they discover in their final budget within 7 days of receiving it for review.
- (h) accept the final budget submitted in the Project's final report as the maximum amount of grant money that the Beneficiary can receive for the project, pending upon The Executive Agency's eligibility check of the Project's final budget.

Article 4 Financing the Action

4.1 The maximum Erasmus+ grant contribution to the Project for the contractual period covered by the Grant Agreement amounts to 985.381,00 € and shall take the form as stipulated in Annex III of the Grant Agreement.

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

- a "*reimbursement of actual costs*" for Equipment and Subcontracting costs
- a "*unit contribution*" to the costs incurred for Staff costs, Travel costs and costs of Stay
- a "*unit contribution*" to support the activities implemented under the Special Mobility Strand

4.3 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.

4.4 Full details of the Beneficiary's estimated budget breakdown is given in Annex II of this Agreement.

Article 5 Payment Arrangements

5.1 The Coordinator will transfer the part of the Erasmus+ grant contribution corresponding to the Beneficiary using the details of the bank account stipulated in Annex I of this Agreement.

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

The Coordinator will transfer to the account of the Beneficiary the estimated Erasmus+ grant contribution identified under Annex II of this Agreement, in the following way:

1. 50% of the estimated Erasmus+ grant contribution upon the signature of this Agreement by all Beneficiaries will be transferred to the beneficiary's account within 30 days.
2. Up to 25% of the estimated Erasmus+ grant contribution within 30 days from receipt of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first tranche, adjustments will be made accordingly in the second tranche.
3. Up to 15% of the estimated Erasmus+ grant contribution within 30 days of the reception of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first and/or second tranches, adjustments will be made accordingly in this third tranche.
4. 10% of the final eligible beneficiary Erasmus+ grant contribution budget within 45 days of the reception of the approval of the Executive Agency to the final report and the financial statements drawn up in accordance with the forms provided by the Coordinator.

The payment of each of the above mentioned payments is subject to:

- a. the receipt of such funds by the Coordinator from the Executive Agency,
- b. the expenditure report of the beneficiary which documents the grant money has been spent for the project, and,
- c. the receipt of a written payment request that is in line with the breakdown of payments above (e.g. 50% for first tranche, up to 25% for the second tranche, and up to 15% for the third tranche of the Beneficiary's budget) from the Beneficiary.

5.3 The Beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the Project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the Beneficiary will be reimbursed to the Coordinator at the latest 30 days after the end of the Project's contractual period.

5.4 The Coordinator can reassign project tasks if the beneficiary is not able to complete their project tasks. This decision will be made by either by consensual agreement between the Coordinator and the Beneficiary or via a decision by WILLIAM's Executive Board, made up of representatives of three different institutions (two in IL, 1 in EU). The Executive Board will be finalized upon at the first International kickoff meeting. The reassignment of tasks will result in a reassessment of the Beneficiary's budget with a summary of the change being added via an appendix to this agreement and signed and dated by the Coordinator and legal representatives of the Coordinating institution. A summary of this change and the reassessment of the budget will be forwarded to the Beneficiary and the Executive Agency.

5.5 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the Project, the Beneficiary responsible for the expenditure declared ineligible by the Executive Agency will reimburse the corresponding amount to the Coordinator.

5.6 The Beneficiary shall pay the bank costs of financial transfers of money from the Coordinator's account to the Beneficiary's account. This amount will be subtracted from their payment.

Article 6

Reporting

6.1 The Coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the Beneficiary commits to provide the Coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

6.2 The Coordinator shall provide the Beneficiary with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO with the Project Exchange rate being used for this declaration.

6.3 The Beneficiary shall keep a record of any expenditure/activity incurred under the Project and all proofs and related documents for a period of 7 years after the payment of the final balance under the Grant Agreement. The Beneficiary shall provide the Coordinator a copy of any such record, proof or related documents upon its request. 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.

Article 7

Budgetary and Financial Management

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

7.2 For the implementation of the Project and the Beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the Parties will apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant.

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

7.4 The Beneficiary confirms that it respects the social and labour legislation of their country regarding the costs of staff contributing to the Project.

7.5 The Beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in Project activities.

Article 8

General Administrative Provisions

8.1 Any important Project related communication between the parties shall be done in writing and addressed to the appointed Project manager of the Beneficiary, as per the details below:

For the Coordinator:

Name: Dr. Yael Israel-Cohen

Address: Elie Weisel St. 2, Rishon Lezion 7579806

Email Address: ycohen@colman.ac.il

Phone Numbers: Cell: ++972-547500472

For the Beneficiary: the Beneficiary Contact information is detailed below:

Name of Contact Person for Beneficiary Institution: Dr. Rhonda Sofer

Address: 73 Tchernichovsky, Haifa, Israel

Email Address: rhonda@gordon.ac.il

Phone Numbers: Office Cell: 972-50-7402808, 972-4-8590182

Name of Financial Manager for Project (If different from above) Mr. Igal Sheinis, Vice President

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

Article 9

Promotion and Visibility

9.1 The Coordinator and the Beneficiary shall ensure adequate promotion of the Project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the Project.

9.2 Any notice or publication by the Project, including at a conference or a seminar, must specify that the Project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

Article 10

Confidentiality and Data Protection

10.1 The Coordinator and the Beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the Action.

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

Article 11 Ownership and Property Rights

11.1 The ownership of all Project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the Action, shall be vested in the beneficiaries, in compliance with Article I.7 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the Project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

11.3 All Background IP used in connection with the Project shall remain the property of the Beneficiary introducing the same.

11.4 To the extent that one Beneficiary makes Background IP available for use by the other party during the course of the Project, the Beneficiary introducing the Background IP hereby grants a non-exclusive, non-transferable, royalty-free licence to the other Beneficiary to use such Background IP for the duration of the Project and for the sole purpose of carrying out the Project.

11.5 All outputs of the Project are available for internal teaching and research purposes by each or all of the Beneficiaries and in on-line research activities applying the visibility protocol for ERASMUS+ projects as stated in Article 9.

Article 12 Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

12.2 The Coordinator shall not be liable for any damage caused or sustained by the Beneficiary, including any damage caused to third parties as a consequence of or during the implementation of the Action. The liability of the Beneficiary is limited to the amount received by the Beneficiary pursuant to the Grant Agreement and excludes liability for consequential and indirect losses.

12.3 Except in cases of force majeure, the Beneficiary shall compensate the Coordinator for any damage sustained by it as a result of the implementation of the Action or because the Action was not implemented or implemented poorly, partially or late and only up to the amount received pursuant to the Grant Agreement.

Article 13 Conflict of Interest

13.1 The Coordinator and the Beneficiary must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement.

Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

13.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the Coordinator without delay, and the Beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

13.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

13.4 The Coordinator will inform the Executive Agency of any conflict of interest as provided for in Article II.4 of the Grant Agreement.

Article 14 Working Language

14.1 The working language of the partnership shall be English.

14.2 Both parties commit in allocating to the Project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 15 Conflict Resolution

15.1 In case of conflict between the Project's partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 Disputes should be addressed in writing to the Project Executive Board (i.e. body consisting of representatives from three Project partners: two from Israel, one from EU), that will try to mediate in order to resolve the conflict. The National Erasmus+ Office should be advised and consulted on any conflicts.

15.3 The Project executive board if necessary, will recommend a resolution to the conflict and their recommendation will be considered binding by the parties involved. Conflicting parties have the right to appeal the decision to the coordinator. The dispute will then be resolved via consultation with the National ERASMUS+ Office or the Project Officer of the Executive Agency.

15.4 All resolutions of the conflict will conform to the Articles and annexes of the contract agreement with the Executive Agency and guidelines for project and financial management.

Article 16 Applicable Law and Jurisdiction

16.1 This Agreement is governed by Israeli law, being the law of the Coordinator's country.

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

16.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

16.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

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

Article 17 **Termination of the Agreement**

17.1 Termination of this Agreement shall be in accordance with Article II.16 of the Grant Agreement.

17.2 In the event that the Beneficiary fails to perform any obligations under the present Agreement or the Grant Agreement, the Coordinator may terminate its participation in the Project, upon formal written authorisation by the Executive Agency.

17.3 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.

17.4 The Beneficiary may terminate its participation in the Project by providing 3 months' formal written notification, providing all financial and reporting documents required and meeting all financial obligations up through the date of the termination of participation.

Article 18 ***Force Majeure***

18.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

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

Article 19 **Amendments**

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

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

Article 20 **Annexes**

The following Annexes to this agreement constitute an integral part hereof:

- Annex I : Institutional Bank Account Information
- Annex II : Beneficiary's Estimated Project Budget
- Annex III: Link to the Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.
- Annex IV: Links to the Guidelines for the Use of the Grant and reporting
- Annex V: Beneficiary's Signed Mandate

[Signature page to follow]

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

Done in: Rishon LeZion, Israel

Date: 15.1.2019

Name: Oren Kaplan

Title: President

Signature: _____

College of Management
Academic Studies
Rishon LeZion, ISRAEL
B.N. 513591222

For the Beneficiary
The legal representative/s

Done in: Haifa

Date: 24.12.18

Name: Yechesekel Taler

Title: President

Signature: _____

Igal Sheinis

Title: Vice President

Signature: _____



Annex I
Institutional Bank Account

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

Name and Address of the Account Holder:	GORDON ACADEMIC COLLEGE OF EDUCATION, 73 TCHERNICHOVSKY STREET HAIFA, 3570503
Name of Bank:	LEUMI LE- ISRAEL B.M.
Address of Bank:	DOMESTIC PRIVATE BANKING HAIFA- 685, 107 HANASSI AVN, HAIFA 34632
IBAN - International Bank or Account Number:	IL630106850000001387044
Bank or Swift Code:	LUMIILITXXX

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 Agreement.

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 Agreement. This amount reflects the maximum amount only and is dependent upon eligible documentation of expenses related to project activities only.

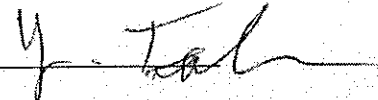
THIS PAGE MUST BE SIGNED BY THE LEGAL REPRESENTATIVE AND HAVE THE LEGAL STAMP OF YOUR INSTITUTION

The legal representative/s

Date: 24.12.18

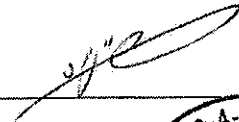
Name: Yechesekel Taler

Title: President

Signature: 

Igal Sheinis

Title: Vice President

Signature: 



Annex II
Budget/Expenditure/Co-financing Breakdown per Partner and Budget Category (in EUR)

	Amount in EURO
Staff Costs	34,068.00
Travel Costs	11,990.00
Costs of Stay	25,800.00
Equipment Costs	24,100.00
Subcontracting	9,000.00
TOTAL	104,958.00

Annex III**Link the Grant Agreement and its Annexes****[Click here for link](#)**

Annex IV

Link to Guidelines for the Use of the Grant.

[Click here for link](#)

Please note that the above link is to the 2017 Guidelines as the 2018 Guidelines are not yet available. The 2018 Guidelines are expected to be similar to the prior year and will be distributed when available.

Reporting Guidelines

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-the-field-of-higher-education_en

Annex V: Signed Mandate of Beneficiary

MANDATE¹

I, the undersigned,

Yecheskel Taler, President and Igal Sheinin, Vice President,

representing,

Gordon Academic College of Education (GACE)
Public Higher Institute of Education
[Official registration No. 508165525]
[73 Tchernichovsky Street, Haifa, Israel 3370708]
VAT number: 508165525
PIC number: 934706745

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement (Welcome to Israel as a Leading and Learning InN Assistance and Management Tool - WILLIAM) (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency") hereby:

1. Mandate

The College of Management Academic Studies (COMAS)
Private Institution
Official registration No. 513591222
Elie Weiser St. 2, Roshon LeZion, 7070006
VAT number: 513591222
PIC number: 996942042

represented by Oren Kaplan, President
(Hereinafter referred to as "the coordinator")

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil his obligations under the grant agreement, and in particular, to provide to the coordinator, on his request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE²

Yecheskel Taler, President and Igal Sheinin, Vice President

President and Vice President

(Signature and stamp)

Done at Haifa, Israel, January 9, 2015

[Signature]



One copy of this Annex shall be included in the grant agreement for the coordinator.

² If the signatory is not the Rector/President of the Higher Education Institution (or Vice-Rector, Vice-President, Chancellor, Vice-Chancellor), a specific project-related statement signed by the Rector/President must be provided authorizing the signatory person to commit the whole institution.



Education, Audiovisual and Culture Executive Agency

Partnership Agreement

Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM

WILLIAM project number: 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP

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

The College of Management Academic Studies (COMAS),
Elie Weisel St. 2, Rishon LeZion, 7579806, Israel

hereinafter referred to as the "Coordinator", represented for the purposes of signature of the Agreement by Prof. Oren Kaplan, President, the legal representative as defined in the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP (attached here in Annex III).

and the following beneficiary

Jerusalem College of Technology – Lev Academic Center (JCT)
21 Havaad Haleumi St. POB 16031

hereinafter referred to as the "Beneficiary" or "Partner", represented for the purposes of signature of this Agreement by Stuart Herszkowitz, Vice President, its authorized representative, according to the Mandate previously signed and attached to the Grant Agreement (Signed Mandate is attached in Annex V).

The parties hereby have agreed as follows:

Article 1 Subject of the Partnership Agreement

1.1 This Partnership Agreement, together with its Annexes listed in Article 20 below, defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ CBHE JP action [**Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM**] (hereinafter referred to as the "Project").

1.2 The Coordinator and the Beneficiary undertake to do everything in their power to carry out the work programme forming the subject of this Partnership Agreement, which falls within the framework of the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP, concluded between the Coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), related to the Project, attached via link as **Annex III** hereto (hereinafter referred to as the "Grant Agreement").

1.3 The subject matter of this Partnership 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.

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1.4 The Coordinator and the Beneficiary shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2

Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the Coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

Article 3

Obligations and Responsibilities

3.1 General obligations and role of the Beneficiary (including the Coordinator).

The Beneficiary:

- (a) is responsible for carrying out the activities attributed to him and described in the Grant Agreement and approved application, working to the best of its abilities to achieve the defined results and taking full responsibility for its work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) is responsible for complying with any legal obligations incumbent on it;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the Project.
- (f) shall make appropriate internal arrangements for the proper implementation of the action, consistent with the provisions of the Grant Agreement including the Special Conditions and General Conditions.

3.2 Specific obligations and role of the Coordinator.

The Coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the Project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the 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;

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- (d) as the sole recipient of payments on behalf of the Beneficiary, transfer funds to the Beneficiary without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The Coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the Beneficiary, as per the dispositions of Article I.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 Agency following report assessment and field monitoring visits.
- (k) Before submitting the final report to the Agency, provide the Beneficiary with the copy of their budget for their records.

3.3 Specific obligations and role of the beneficiary (excluding the Coordinator).

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, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the Coordinator with any other information or documents it may require and which are necessary for the management of the Project;
- (e) notify the Coordinator of any event likely to substantially affect or delay the implementation of the Action, as well as of any important deviation of the Project (e.g. replacement of the Project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the Coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.
- (g) inform the Coordinator of any discrepancy that they discover in their final budget within 7 days of receiving it for review.
- (h) accept the final budget submitted in the Project's final report as the maximum amount of grant money that the Beneficiary can receive for the project, pending upon The Executive Agency's eligibility check of the Project's final budget.

Article 4 Financing the Action

4.1 The maximum Erasmus+ grant contribution to the Project for the contractual period covered by the Grant Agreement amounts to 985.381,00 € and shall take the form as stipulated in Annex III of the Grant Agreement.

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

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- 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
- a "unit contribution" to support the activities implemented under the Special Mobility Strand

4.3 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.

4.4 Full details of the Beneficiary's estimated budget breakdown is given in Annex II of this Agreement.

Article 5 Payment Arrangements

5.1 The Coordinator will transfer the part of the Erasmus+ grant contribution corresponding to the Beneficiary using the details of the bank account stipulated in Annex I of this Agreement.

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

The Coordinator will transfer to the account of the Beneficiary the estimated Erasmus+ grant contribution identified under Annex II of this Agreement, in the following way:

1. 50% of the estimated Erasmus+ grant contribution upon the signature of this Agreement by all Beneficiaries will be transferred to the beneficiary's account within 30 days.
2. Up to 25% of the estimated Erasmus+ grant contribution within 30 days from receipt of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first tranche, adjustments will be made accordingly in the second tranche.
3. Up to 15% of the estimated Erasmus+ grant contribution within 30 days of the reception of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first and/or second tranches, adjustments will be made accordingly in this third tranche.
4. 10% of the final eligible beneficiary Erasmus+ grant contribution budget within 45 days of the reception of the approval of the Executive Agency to the final report and the financial statements drawn up in accordance with the forms provided by the Coordinator.

The payment of each of the above mentioned payments is subject to:

- a. the receipt of such funds by the Coordinator from the Executive Agency,
- b. the expenditure report of the beneficiary which documents the grant money has been spent for the project, and,
- c. the receipt of a written payment request that is in line with the breakdown of payments above (e.g. 50% for first tranche, up to 25% for the second tranche, and up to 15% for the third tranche of the Beneficiary's budget) from the Beneficiary.

5.3 The Beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the Project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by

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the Beneficiary will be reimbursed to the Coordinator at the latest 30 days after the end of the Project's contractual period.

5.4 The Coordinator can reassign project tasks if the beneficiary is not able to complete their project tasks. This decision will be made by either by consensual agreement between the Coordinator and the Beneficiary or via a decision by WILLIAM's Executive Board, made up of representatives of three different institutions (two in IL, 1 in EU). The Executive Board will be finalized upon at the first International kickoff meeting. The reassignment of tasks will result in a reassessment of the Beneficiary's budget with a summary of the change being added via an appendix to this agreement and signed and dated by the Coordinator and legal representatives of the Coordinating institution. A summary of this change and the reassessment of the budget will be forwarded to the Beneficiary and the Executive Agency.

5.5 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the Project, the Beneficiary responsible for the expenditure declared ineligible by the Executive Agency will reimburse the corresponding amount to the Coordinator.

5.6 The Beneficiary shall pay the bank costs of financial transfers of money from the Coordinator's account to the Beneficiary's account. This amount will be subtracted from their payment.

Article 6 Reporting

6.1 The Coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the Beneficiary commits to provide the Coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

6.2 The Coordinator shall provide the Beneficiary with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO with the Project Exchange rate being used for this declaration.

6.3 The Beneficiary shall keep a record of any expenditure/activity incurred under the Project and all proofs and related documents for a period of 7 years after the payment of the final balance under the Grant Agreement. The Beneficiary shall provide the Coordinator a copy of any such record, proof or related documents upon its request. 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.

Article 7 Budgetary and Financial Management

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

7.2 For the implementation of the Project and the Beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the Parties will apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant.

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

7.4 The Beneficiary confirms that it respects the social and labour legislation of their country regarding the costs of staff contributing to the Project.

7.5 The Beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in Project activities.

Article 8 **General Administrative Provisions**

8.1 Any important Project related communication between the parties shall be done in writing and addressed to the appointed Project manager of the Beneficiary, as per the details below:

For the Coordinator:

Name: Dr. Yael Israel-Cohen

Address: Elie Weisel St. 2, Rishon Lezion 7579806

Email Address: ycohen@colman.ac.il

Phone Numbers: Cell: ++972-547500472

For the Beneficiary: the Beneficiary Contact information is detailed below:

Name of Contact Person for Beneficiary Institution: Stuart Herdhkowitz

Address: 21 Havvad Haleumi st, Jerusalem, Israel

Email Address: stuarth@jct.ac.il

Phone Numbers: Office Cell: 972-522-454-463

Name of Financial Manager for Project (If different from above)

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

Article 9 **Promotion and Visibility**

9.1 The Coordinator and the Beneficiary shall ensure adequate promotion of the Project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the Project.

9.2 Any notice or publication by the Project, including at a conference or a seminar, must specify that the Project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles 1.10.8 and 1.10.9 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

Article 10 **Confidentiality and Data Protection**

10.1 The Coordinator and the Beneficiary 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.

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10.2 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 11 Ownership and Property Rights

11.1 The ownership of all Project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the Action, shall be vested in the beneficiaries, in compliance with Article I.7 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the Project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

11.3 All Background IP used in connection with the Project shall remain the property of the Beneficiary introducing the same.

11.4 To the extent that one Beneficiary makes Background IP available for use by the other party during the course of the Project, the Beneficiary introducing the Background IP hereby grants a non-exclusive, non-transferable, royalty-free licence to the other Beneficiary to use such Background IP for the duration of the Project and for the sole purpose of carrying out the Project.

11.5 All outputs of the Project are available for internal teaching and research purposes by each or all of the Beneficiaries and in on-line research activities applying the visibility protocol for ERASMUS+ projects as stated in Article 9.

Article 12 Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

12.2 The Coordinator shall not be liable for any damage caused or sustained by the Beneficiary, including any damage caused to third parties as a consequence of or during the implementation of the Action. The liability of the Beneficiary is limited to the amount received by the Beneficiary pursuant to the Grant Agreement and excludes liability for consequential and indirect losses.

12.3 Except in cases of force majeure, the Beneficiary shall compensate the Coordinator for any damage sustained by it as a result of the implementation of the Action or because the Action was not implemented or implemented poorly, partially or late and only up to the amount received pursuant to the Grant Agreement.

Article 13 Conflict of Interest

13.1 The Coordinator and the Beneficiary 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.

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13.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the Coordinator without delay, and the Beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

13.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

13.4 The Coordinator will inform the Executive Agency of any conflict of interest as provided for in Article II.4 of the Grant Agreement.

Article 14 Working Language

14.1 The working language of the partnership shall be English.

14.2 Both parties commit in allocating to the Project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 15 Conflict Resolution

15.1 In case of conflict between the Project's partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 Disputes should be addressed in writing to the Project Executive Board (i.e. body consisting of representatives from three Project partners: two from Israel, one from EU), that will try to mediate in order to resolve the conflict. The National Erasmus+ Office should be advised and consulted on any conflicts.

15.3 The Project executive board if necessary, will recommend a resolution to the conflict and their recommendation will be considered binding by the parties involved. Conflicting parties have the right to appeal the decision to the coordinator. The dispute will then be resolved via consultation with the National ERASMUS+ Office or the Project Officer of the Executive Agency.

15.4 All resolutions of the conflict will conform to the Articles and annexes of the contract agreement with the Executive Agency and guidelines for project and financial management.

Article 16 Applicable Law and Jurisdiction

16.1 This Agreement is governed by Israeli law, being the law of the Coordinator's country.

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

16.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

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16.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

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

Article 17 **Termination of the Agreement**

17.1 Termination of this Agreement shall be in accordance with Article II.16 of the Grant Agreement.

17.2 In the event that the Beneficiary fails to perform any obligations under the present Agreement or the Grant Agreement, the Coordinator may terminate its participation in the Project, upon formal written authorisation by the Executive Agency.

17.3 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.

17.4 The Beneficiary may terminate its participation in the Project by providing 3 months' formal written notification, providing all financial and reporting documents required and meeting all financial obligations up through the date of the termination of participation.

Article 18 **Force Majeure**

18.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

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

Article 19 **Amendments**

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

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

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Article 20 Annexes

The following Annexes to this agreement constitute an integral part hereof:

- Annex I : Institutional Bank Account Information
- Annex II : Beneficiary's Estimated Project Budget
- Annex III: Link to the Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.
- Annex IV: Links to the Guidelines for the Use of the Grant and reporting
- Annex V: Beneficiary's Signed Mandate

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

Done in: Rishon LeZion, Israel

Date: 30.1.19

Name: Oren Kaplan

Title: President

Signature: _____

**College of Management
Academic Studies
Rishon LeZion, ISRAEL
B.N. 513591222**

For the Beneficiary
The legal representative/s

Done in: Jerusalem, Israel

Date: 27.1.2019

Name: Yossi Zeira

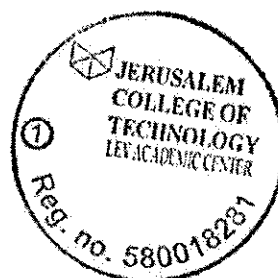
Title: CEO

Signature: Yossi Zeira

Name: Moshe Asbag

Title: Vice General Manager

Signature: M. Asbag



Annex I
Institutional Bank Account

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

Name and Address of the Account Holder:	Jerusalem College of Tecnology, Havvad Haleumi 21, Jerusalem, Israel
Name of Bank:	first international bank of israel
Address of Bank:	Hilel 6 Jerusalem, Isarel
IBAN - International Bank or Account Number:	IL090310120000000989991
Bank or Swift Code:	FIRBILITXXX

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 Agreement.

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 Agreement. This amount reflects the maximum amount only and is dependent upon eligible documentation of expenses related to project activities only.

THIS PAGE MUST BE SIGNED BY THE LEGAL REPRESENTATIVE AND HAVE THE LEGAL STAMP OF YOUR INSTITUTION

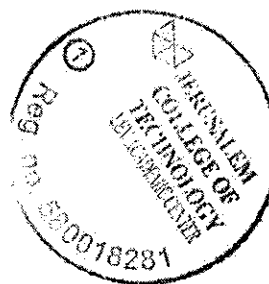
The legal representative/s

Date: _____

Name:

Title: _____

Signature: M. Aslag Yosi Zim



Annex II
Budget/Expenditure/Co-financing Breakdown per Partner and Budget Category (in EUR)

	Amount in EURO
Staff Costs	33,978.00
Travel Costs	7,860.00
Costs of Stay	17,640.00
Equipment Costs	24,100.00
Subcontracting	9,000.00
TOTAL	92,578.00

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Annex III

Link to the Grant Agreement and its Annexes

[Click here for link](#)

Annex IV**Link to Guidelines for the Use of the Grant**

[Click here for link](#)

Please note that the above link is to the 2017 Guidelines as the 2018 Guidelines are not yet available. The 2018 Guidelines are expected to be similar to the prior year and will be distributed when available.

Reporting

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-the-field-of-higher-education_en

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Annex V: Signed Mandate of Beneficiary

MANDATE¹

I, the undersigned,

Stuart Hershkowitz,

representing,

Jerusalem College of Technology - Lev Academic Center ICT
 Non Profit
 SEEC16281
 71 Havaad Hakeumi St. P.O.B 16031
 VAT number: 580016281
 PIC number: 953813326

hereafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement (*Welcome in Israel as a Leading and Learning IoT Assistance and Management tool - WILLIAM*) (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

The College of Management Academic Studies, COMAS
 Private Institution
 Official registration No: 513571222
 Elie Weisel St. 2, Roshan Lezion, 7579606
 VAT number: 513571222
 PIC number: 990942042

represented by **Oren Kaplan, President**
 (Hereinafter referred to as "the coordinator")

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfill his obligations under the grant agreement, and in particular, to provide to the coordinator, on his request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of this grant agreement.

This mandate shall be an integral part of the grant agreement and shall form an integral part thereof.

Stuart Hershkowitz

Vice President, Jerusalem College of Technology - Lev Academic Center

Done at Jerusalem College of Technology - Lev Academic Center, 21 January 2018

¹ One copy of this Annex shall be used for each beneficiary except for the coordinator.

² If the signature is not the Rector/President of the Higher Education Institution (or Vice-Rector, Vice-President, Chancellor, Vice-Chancellor), a specific project related statement agreed by the Rector/President must be provided authorizing the signatory person to represent the whole institution.

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Education, Audiovisual and Culture Executive Agency

Partnership Agreement

Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM

WILLIAM project number: 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP

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

The College of Management Academic Studies (COMAS),
Elie Weisel St. 2, Rishon LeZion, 7579806, Israel

hereinafter referred to as the "Coordinator", represented for the purposes of signature of the Agreement by Prof. Oren Kaplan, President, the legal representative as defined in the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP (attached here in Annex III).

and the following beneficiary

Tel Hai College (THC)
Tel-Hai College, West Campus, Mobile Post Upper Galilee Zip Code 1220800, Israel

hereinafter referred to as the "Beneficiary" or "Partner", represented for the purposes of signature of this Agreement by Prof. Yoseph Mekori, MD, President, its authorized representative, according to the Mandate previously signed and attached to the Grant Agreement (Signed Mandate is attached in Annex V) together with Mr. Motti Cohen, Deputy Director General.

The parties hereby have agreed as follows:

Article 1

Subject of the Partnership Agreement

1.1 This Partnership Agreement, together with its Annexes listed in Article 20 below, defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ CBHE JP action [**Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM**] (hereinafter referred to as the "Project").

1.2 The Coordinator and the Beneficiary undertake to do everything in their power to carry out the work programme forming the subject of this Partnership Agreement, which falls within the framework of the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP, concluded between the Coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), related to the Project, attached via link as **Annex III** hereto (hereinafter referred to as the "Grant Agreement").

1.3 The subject matter of this Partnership 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.

1.4 The Coordinator and the Beneficiary shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2

Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the Coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

Article 3

Obligations and Responsibilities

3.1 General obligations and role of the Beneficiary (including the Coordinator).

The Beneficiary:

- (a) is responsible for carrying out the activities attributed to him and described in the Grant Agreement and approved application, as **Annex VI** working to the best of its abilities to achieve the defined results and taking full responsibility for its work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) is responsible for complying with any legal obligations incumbent on it;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the Project.
- (f) shall make appropriate internal arrangements for the proper implementation of the action, consistent with the provisions of the Grant Agreement including the Special Conditions and General Conditions.

3.2 Specific obligations and role of the Coordinator.

The Coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the Project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the 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 the Beneficiary, transfer funds to the Beneficiary without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article 1.4 of the Grant Agreement. The Coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the 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 Agency following report assessment and field monitoring visits.
- (k) Before submitting the final report to the Agency, provide the Beneficiary with the copy of their budget for their records and allow the Beneficiary the opportunity to discuss the final budget..

3.3 Specific obligations and role of the beneficiary (excluding the Coordinator).

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, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the Coordinator with any other information or documents it may require and which are necessary for the management of the Project;
- (e) notify the Coordinator of any event likely to substantially affect or delay the implementation of the Action, as well as of any important deviation of the Project (e.g. replacement of the Project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the Coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.
- (g) inform the Coordinator of any discrepancy that they discover in their final budget within 7 days of receiving it for review.
- (h) accept the final budget submitted in the Project's final report as the maximum amount of grant money that the Beneficiary can receive for the project, pending upon The Executive Agency's eligibility check of the Project's final budget.

Article 4 Financing the Action

4.1 The maximum Erasmus+ grant contribution to the Project for the contractual period covered by the Grant Agreement amounts to 985.381,00 € and shall take the form as stipulated in Annex III of the Grant Agreement.

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

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

4.3 The grant contribution to the Project is intended to cover only part of the costs actually incurred by the 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.

4.4 Full details of the Beneficiary's estimated budget breakdown is given in Annex II of this Agreement.

Article 5 Payment Arrangements

5.1 The Coordinator will transfer the part of the Erasmus+ grant contribution corresponding to the Beneficiary using the details of the bank account stipulated in Annex I of this Agreement.

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

The Coordinator will transfer to the account of the Beneficiary the estimated Erasmus+ grant contribution identified under Annex II of this Agreement, in the following way:

1. 50% of the estimated Erasmus+ grant contribution upon the signature of this Agreement by the Beneficiary will be transferred to the beneficiary's account within 30 days.
2. Up to 25% of the estimated Erasmus+ grant contribution within 30 days from receipt of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator, and subject to having spent at least 70% of the previous pre-financing instalment paid. In the case of grant "reserves" from the first tranche (funds that the coordinator has not transferred to the beneficiary for any reason), completion will be made accordingly in the second tranche.
3. Up to 15% of the estimated Erasmus+ grant contribution within 30 days of the reception of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator, and subject to having spent at least 70% of the previous pre-financing instalment paid. In the case of grant "reserves" from the first and/or second tranches (funds that the coordinator has not transferred to the beneficiary for any reason), completion will be made accordingly in this third tranche.
4. 10% of the final eligible beneficiary Erasmus+ grant contribution budget within 45 days of the reception of the approval of the Executive Agency to the final report and the financial statements drawn up in accordance with the forms provided by the Coordinator.

The payment of each of the above mentioned payments is subject to:

- a. the receipt of such funds by the Coordinator from the Executive Agency,
- b. the expenditure report of the beneficiary which documents the grant money has been spent for the project, and,
- c. the receipt of a written payment request that is in line with the breakdown of payments above (e.g. 50% for first tranche, up to 25% for the second tranche, and up to 15% for the third tranche of the Beneficiary's budget) from the Beneficiary.

5.3 The Beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the Project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the Beneficiary will be reimbursed to the Coordinator at the latest 30 days after the end of the Project's contractual period.

5.4 In the event that the beneficiary does not complete project tasks, a written notice will be provided to the project manager and the legal representatives. The Coordinator can reassign project tasks if the beneficiary is not able to complete their project tasks. This decision will be made by either by consensual agreement between the Coordinator and the Beneficiary or via a decision by WILLIAM's Executive Board, made up of representatives of three different institutions (two in IL, 1 in EU). The Executive Board will be finalized upon at the first International kickoff meeting. The reassignment of tasks will result in a reassessment of the Beneficiary's budget with a summary of the change being added via an appendix to this agreement and signed and dated by the Coordinator and legal representatives of the Coordinating institution. A summary of this change and the reassessment of the budget will be forwarded to the Beneficiary and the Executive Agency.

5.5 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the Project, the Beneficiary responsible for the expenditure declared ineligible by the Executive Agency will reimburse the corresponding amount to the Coordinator.

5.6 The Beneficiary shall pay the bank costs of financial transfers of money from the Coordinator's account to the Beneficiary's account. This amount will be subtracted from their payment.

Article 6 Reporting

6.1 The Coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the Beneficiary commits to provide the Coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

6.2 The Coordinator shall provide the Beneficiary with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO with the Project Exchange rate being used for this declaration.

6.3 The Beneficiary shall keep a record of any expenditure/activity incurred under the Project and all proofs and related documents for a period of 7 years after the payment of the final balance under the Grant Agreement. The Beneficiary shall provide the Coordinator a copy of any such record, proof or related documents upon its request. 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.

Article 7 Budgetary and Financial Management

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

7.2 For the implementation of the Project and the Beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the Parties will apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant.

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

7.4 The Beneficiary confirms that it respects the social and labour legislation of their country regarding the costs of staff contributing to the Project.

7.5 The Beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in Project activities.

Article 8

General Administrative Provisions

8.1 Any important Project related communication between the parties shall be done in writing and addressed to the appointed Project manager of the Beneficiary, as per the details below:

For the Coordinator:

Name: Dr. Yael Israel-Cohen

Address: Elie Weisel St. 2, Rishon Lezion 7579806

Email Address: ycohen@colman.ac.il

Phone Numbers: Cell: ++972-547500472

For the Beneficiary: the Beneficiary Contact information is detailed below:

Name of Contact Person for Beneficiary Institution: Prof. Mooli Lahad

Address: Tel-Hai College, Upper Galilee, 1220800. Israel

Email Address: moolil@telhai.ac.il

Phone Numbers: Office Cell: 052-8455005

Name of Financial Manager for Project (If different from above)

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

Article 9

Promotion and Visibility

9.1 The Coordinator and the Beneficiary shall ensure adequate promotion of the Project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the Project.

9.2 Any notice or publication by the Project, including at a conference or a seminar, must specify that the Project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section I.6 of the Guidelines for the Use of the Grant.

Article 10

Confidentiality and Data Protection

10.1 The Coordinator and the Beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the Action.

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

Article 11

Ownership and Property Rights

11.1 The ownership of all Project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the Action, shall be vested in the beneficiaries, in compliance with Article I.7 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the Project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

11.3 All Background IP used in connection with the Project shall remain the property of the Beneficiary introducing the same.

11.4 To the extent that one Beneficiary makes Background IP available for use by the other party during the course of the Project, the Beneficiary introducing the Background IP hereby grants a non-exclusive, non-transferable, royalty-free licence to the other Beneficiary to use such Background IP for the duration of the Project and for the sole purpose of carrying out the Project.

11.5 All outputs of the Project are available for internal teaching and research purposes by each or all of the Beneficiaries and in on-line research activities applying the visibility protocol for ERASMUS+ projects as stated in Article 9.

Article 12

Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

12.2 The Coordinator shall not be liable for any damage caused or sustained by the Beneficiary, including any damage caused to third parties as a consequence of or during the implementation of the Action. The liability of the Beneficiary is limited to the amount received by the Beneficiary pursuant to the Grant Agreement and excludes liability for consequential and indirect losses.

12.3 Except in cases of force majeure, the Beneficiary shall compensate the Coordinator for any damage sustained by it as a result of the implementation of the Action or because the Action was not implemented or implemented poorly, partially or late and only up to the amount received pursuant to the Grant Agreement.

Article 13

Conflict of Interest

13.1 The Coordinator and the Beneficiary must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement.

Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

13.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the Coordinator without delay, and the Beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

13.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

13.4 The Coordinator will inform the Executive Agency of any conflict of interest as provided for in Article II.4 of the Grant Agreement.

Article 14 Working Language

14.1 The working language of the partnership shall be English.

14.2 Both parties commit in allocating to the Project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 15 Conflict Resolution

15.1 In case of conflict between the Project's partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 Disputes should be addressed in writing to the Project Executive Board (i.e. body consisting of representatives from three Project partners: two from Israel, one from EU), that will try to mediate in order to resolve the conflict. The National Erasmus+ Office should be advised and consulted on any conflicts.

15.3 The Project executive board if necessary, will recommend a resolution to the conflict and their recommendation will be considered binding by the parties involved. Conflicting parties have the right to appeal the decision to the coordinator. The dispute will then be resolved via consultation with the National ERASMUS+ Office or the Project Officer of the Executive Agency.

15.4 All resolutions of the conflict will conform to the Articles and annexes of the contract agreement with the Executive Agency and guidelines for project and financial management.

Article 16 Applicable Law and Jurisdiction

16.1 This Agreement is governed by Israeli law, being the law of the Coordinator's country.

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

16.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

16.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

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

Article 17 **Termination of the Agreement**

17.1 Termination of this Agreement shall be in accordance with Article II.16 of the Grant Agreement.

17.2 In the event that the Beneficiary fails to perform any obligations under the present Agreement or the Grant Agreement, the Coordinator may terminate its participation in the Project, upon formal written authorisation by the Executive Agency.

17.3 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.

17.4 The Beneficiary may terminate its participation in the Project by providing 3 months' formal written notification, providing all financial and reporting documents required and meeting all financial obligations up through the date of the termination of participation.

Article 18 **Force Majeure**

18.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

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

Article 19 **Amendments**

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

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

Article 20
Annexes

The following Annexes to this agreement constitute an integral part hereof:

- Annex I : Institutional Bank Account Information
- Annex II : Beneficiary's Estimated Project Budget
- Annex III: Link to the Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.
- Annex IV: Links to the Guidelines for the Use of the Grant and reporting
- Annex V: Beneficiary's Signed Mandate

[Signature page to follow]

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

Done in: Rishon LeZion, Israel

Date: 11/3/2019

Name: Oren Kaplan

Title: President

Signature: _____

**College of Management
Academic Studies
Rishon LeZion, ISRAEL
B.N. 513591222**

For the Beneficiary
The legal representative/s

Done in: Tel-Hai college, upper Galilee

Date: Feb. 6, 2019

Name: Prof. Yoseph Mekori, MD

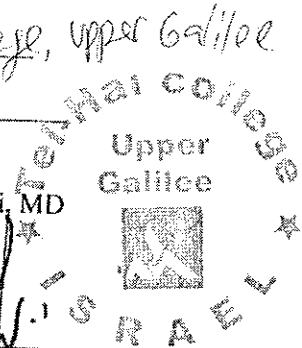
Title: President

Signature: _____

Name: Mr. Motti Cohen

Title: Deputy Director General

Signature: _____



Annex I
Institutional Bank Account

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

Name and Address of the Account Holder:	Tel-Hai College, Upper Galilee 1220800, Israel
Name of Bank:	Mizrahi Tefahot
Address of Bank:	Tel Chai Blvd 77, Kiryat Shmona, Israel
IBAN - International Bank or Account Number:	IL74 0204 8700 0000 0141 000
Bank or Swift Code:	MIZBILIT

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 Agreement.

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 Agreement: This amount reflects the maximum amount only and is dependent upon eligible documentation of expenses related to project activities only.

THIS PAGE MUST BE SIGNED BY THE LEGAL REPRESENTATIVE AND HAVE THE LEGAL STAMP OF YOUR INSTITUTION

The legal representative/s

Date: February 6, 2019

Name: Prof. Yoseph Mekori, MD

Title: College President

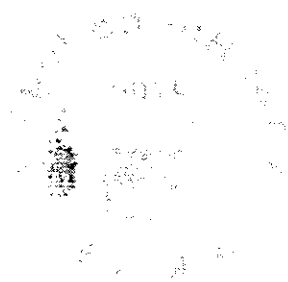
Signature: _____

Name: Mr. Motti Cohen

Title: Deputy Director General

Signature: _____





Annex II
Budget/Expenditure/Co-financing Breakdown per Partner and Budget Category (in EUR)

	Amount in EURO
Staff Costs	33,570.00
Travel Costs	12,900.00
Costs of Stay	25,680.00
Equipment Costs	24,100.00
Subcontracting	11,500.00
TOTAL	107,750.00

Annex III

Link to the Grant Agreement and its Annexes

A pdf version of the Grant Agreement file has been sent together with this Partnership Agreement for reference

Click here for link

Annex IV**Link to Guidelines for the Use of the Grant**

[Click here for link](#)

Please note that the above link is to the 2017 Guidelines as the 2018 Guidelines are not yet available. The 2018 Guidelines are expected to be similar to the prior year and will be distributed when available.

Reporting

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-the-field-of-higher-education_en

Annex V: Signed Mandate of Beneficiary

MANDATE¹

I, the undersigned,

Professor Yoseph Mekori, MD,

Representing,

Tel-Hai College, THC

Registered association

580263572

Tel-Hai College, West Campus, Mobile Post Upper Galilee Zip Code 1220800

VAT number: 580263572

PIC number: 996701773

Hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement (*Welcome in Israel as a Leading and Learning IAH Assistance and Management tool - WILLIAM*) (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency") hereby:

1. Mandate

The College of Management Academic Studies, COMAS

Private Institution

Official registration No: 513591222

Elie Weisel st. 2, Roshon Lezion, 7579806

VAT number: 513591222

PIC number: 996942042

represented by **Oren Kaplan, President**

(Hereinafter referred to as "the coordinator")

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, as provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil his obligations under the grant agreement, and in particular, to provide to the coordinator, on his request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE²

Professor Yoseph Mekori

College President

Prof. Yoseph A. Mekori

President

Tel-Hai College

Done at Tel-Hai College, 22/1/2018



¹ One copy of this Annex shall be included for each beneficiary except for the coordinator.

² If the signatory is not the Rector/President of the Higher Education Institution (or Vice-Rector, Vice-President, Chancellor, Vice-Chancellor), a specific project-related statement signed by the Rector/President must be provided authorizing the signatory person to commit the whole institution.

Annex VI: Approved Application

See pdf file sent together with this Partnership Agreement



Education, Audiovisual and Culture Executive Agency

Partnership Agreement

Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM

WILLIAM project number: 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP

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

The College of Management Academic Studies (COMAS),
Elie Weisel St. 2, Rishon LeZion, 7579806, Israel

hereinafter referred to as the "Coordinator", represented for the purposes of signature of the Agreement by Prof. Oren Kaplan, President, the legal representative as defined in the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP (attached here in Annex III).

and the following beneficiary

Kinneret Academic College in the Jordan Valley (KAC)
Zemach Center, Jordan Valley, 1513200, Israel

hereinafter referred to as the "Beneficiary" or "Partner", represented for the purposes of signature of this Agreement by Prof. Shimon Gepstein, and Ziv Ofer, Deputy CEO, its authorized representatives, according to the Mandate previously signed and attached to the Grant Agreement (Signed Mandate is attached in Annex V).

The parties hereby have agreed as follows:

Article 1 Subject of the Partnership Agreement

1.1 This Partnership Agreement, together with its Annexes listed in Article 20 below, defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ CBHE JP action [**Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM**] (hereinafter referred to as the "Project").

1.2 The Coordinator and the Beneficiary undertake to do everything in their power to carry out the work programme forming the subject of this Partnership Agreement, which falls within the framework of the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP, concluded between the Coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), related to the Project, attached via link as **Annex III** hereto (hereinafter referred to as the "Grant Agreement").

1.3 The subject matter of this Partnership 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.

1.4 The Coordinator and the Beneficiary shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2 Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the Coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

Article 3 Obligations and Responsibilities

3.1. General obligations and role of the Beneficiary (including the Coordinator).

The Beneficiary:

- (a) is responsible for carrying out the activities attributed to him and described in the Grant Agreement and approved application, working to the best of its abilities to achieve the defined results and taking full responsibility for its work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) is responsible for complying with any legal obligations incumbent on it;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the Project.
- (f) shall make appropriate internal arrangements for the proper implementation of the action, consistent with the provisions of the Grant Agreement including the Special Conditions and General Conditions.

3.2 Specific obligations and role of the Coordinator.

The Coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the Project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the 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 the Beneficiary, transfer funds to the Beneficiary without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The Coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the Beneficiary, as per the dispositions of Article I.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 Agency following report assessment and field monitoring visits.
- (k) Before submitting the final report to the Agency, provide the Beneficiary with the copy of their budget for their records.

3.3 Specific obligations and role of the beneficiary (excluding the Coordinator).

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, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the Coordinator with any other information or documents it may require and which are necessary for the management of the Project;
- (e) notify the Coordinator of any event likely to substantially affect or delay the implementation of the Action, as well as of any important deviation of the Project (e.g. replacement of the Project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the Coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.
- (g) inform the Coordinator of any discrepancy that they discover in their final budget within 7 days of receiving it for review.
- (h) accept the final budget submitted in the Project's final report as the maximum amount of grant money that the Beneficiary can receive for the project, pending upon The Executive Agency's eligibility check of the Project's final budget.

Article 4

Financing the Action

4.1 The maximum Erasmus+ grant contribution to the Project for the contractual period covered by the Grant Agreement amounts to 985.381,00 € and shall take the form as stipulated in Annex III of the Grant Agreement.

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

- a "*reimbursement of actual costs*" for Equipment and Subcontracting costs
- a "*unit contribution*" to the costs incurred for Staff costs, Travel costs and costs of Stay
- a "*unit contribution*" to support the activities implemented under the Special Mobility Strand

4.3 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.

4.4 Full details of the Beneficiary's estimated budget breakdown is given in Annex II of this Agreement.

Article 5 Payment Arrangements

5.1 The Coordinator will transfer the part of the Erasmus+ grant contribution corresponding to the Beneficiary using the details of the bank account stipulated in Annex I of this Agreement.

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

The Coordinator will transfer to the account of the Beneficiary the estimated Erasmus+ grant contribution identified under Annex II of this Agreement, in the following way:

1. 50% of the estimated Erasmus+ grant contribution upon the signature of this Agreement by all Beneficiaries will be transferred to the beneficiary's account within 30 days.
2. Up to 25% of the estimated Erasmus+ grant contribution within 30 days from receipt of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first tranche, adjustments will be made accordingly in the second tranche.
3. Up to 15% of the estimated Erasmus+ grant contribution within 30 days of the reception of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first and/or second tranches, adjustments will be made accordingly in this third tranche.
4. 10% of the final eligible beneficiary Erasmus+ grant contribution budget within 45 days of the reception of the approval of the Executive Agency to the final report and the financial statements drawn up in accordance with the forms provided by the Coordinator.

The payment of each of the above mentioned payments is subject to:

- a. the receipt of such funds by the Coordinator from the Executive Agency,
- b. the expenditure report of the beneficiary which documents the grant money has been spent for the project, and,
- c. the receipt of a written payment request that is in line with the breakdown of payments above (e.g. 50% for first tranche, up to 25% for the second tranche, and up to 15% for the third tranche of the Beneficiary's budget) from the Beneficiary.

5.3. The Beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the Project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the

Beneficiary will be reimbursed to the Coordinator at the latest 30 days after the end of the Project's contractual period.

5.4. The Coordinator can reassign project tasks if the beneficiary is not able to complete their project tasks. This decision will be made by either by consensual agreement between the Coordinator and the Beneficiary or via a decision by WILLIAM's Executive Board, made up of representatives of three different institutions (two in IL, 1 in EU). The Executive Board will be finalized upon at the first International kickoff meeting. The reassignment of tasks will result in a reassessment of the Beneficiary's' budget with a summary of the change being added via an appendix to this agreement and signed and dated by the Coordinator and legal representatives of the Coordinating institution. A summary of this change and the reassessment of the budget will be forwarded to the Beneficiary and the Executive Agency.

5.5 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the Project, the Beneficiary responsible for the expenditure declared ineligible by the Executive Agency will reimburse the corresponding amount to the Coordinator.

5.6 The Beneficiary shall pay the bank costs of financial transfers of money from the Coordinator's account to the Beneficiary's account. This amount will be subtracted from their payment.

Article 6 Reporting

6.1 The Coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the Beneficiary commits to provide the Coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

6.2 The Coordinator shall provide the Beneficiary with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO with the Project Exchange rate being used for this declaration.

6.3 The Beneficiary shall keep a record of any expenditure/activity incurred under the Project and all proofs and related documents for a period of 7 years after the payment of the final balance under the Grant Agreement. The Beneficiary shall provide the Coordinator a copy of any such record, proof or related documents upon its request. 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.

Article 7 Budgetary and Financial Management

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

7.2 For the implementation of the Project and the Beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the Parties will apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant.

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

7.4 The Beneficiary confirms that it respects the social and labour legislation of their country regarding the costs of staff contributing to the Project.

7.5 The Beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in Project activities.

Article 8 **General Administrative Provisions**

8.1 Any important Project related communication between the parties shall be done in writing and addressed to the appointed Project manager of the Beneficiary, as per the details below:

For the Coordinator:

Name: Dr. Yael Israel-Cohen

Address: Elie Weisel St. 2, Rishon Lezion 7579806

Email Address: ycohen@colman.ac.il

Phone Numbers: Cell: ++972-547500472

For the Beneficiary: the Beneficiary Contact information is detailed below:

Name of Contact Person for Beneficiary Institution: Prof. Hikel Nassek

Address: Jordan Valley Zemar, Israel

Email Address: hnassek@kinneret.ac.il

Phone Numbers: Office Cell: +972-544308671

Name of Financial Manager for Project (If different from above) _____

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

Article 9 **Promotion and Visibility**

9.1 The Coordinator and the Beneficiary shall ensure adequate promotion of the Project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the Project.

9.2 Any notice or publication by the Project, including at a conference or a seminar, must specify that the Project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

Article 10 **Confidentiality and Data Protection**

10.1 The Coordinator and the Beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the Action.

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

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11.1 The ownership of all Project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the Action, shall be vested in the beneficiaries, in compliance with Article I.7 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the Project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

11.3 All Background IP used in connection with the Project shall remain the property of the Beneficiary introducing the same.

11.4 To the extent that one Beneficiary makes Background IP available for use by the other party during the course of the Project, the Beneficiary introducing the Background IP hereby grants a non-exclusive, non-transferable, royalty-free licence to the other Beneficiary to use such Background IP for the duration of the Project and for the sole purpose of carrying out the Project.

11.5 All outputs of the Project are available for internal teaching and research purposes by each or all of the Beneficiaries and in on-line research activities applying the visibility protocol for ERASMUS+ projects as stated in Article 9.

Article 12 Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

12.2 The Coordinator shall not be liable for any damage caused or sustained by the Beneficiary, including any damage caused to third parties as a consequence of or during the implementation of the Action. The liability of the Beneficiary is limited to the amount received by the Beneficiary pursuant to the Grant Agreement and excludes liability for consequential and indirect losses.

12.3 Except in cases of force majeure, the Beneficiary shall compensate the Coordinator for any damage sustained by it as a result of the implementation of the Action or because the Action was not implemented or implemented poorly, partially or late and only up to the amount received pursuant to the Grant Agreement.

Article 13 Conflict of Interest

13.1 The Coordinator and the Beneficiary must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

13.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the Coordinator without delay, and the Beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

13.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

13.4 The Coordinator will inform the Executive Agency of any conflict of interest as provided for in Article II.4 of the Grant Agreement.

Article 14 Working Language

14.1 The working language of the partnership shall be English.

14.2 Both parties commit in allocating to the Project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 15 Conflict Resolution

15.1 In case of conflict between the Project's partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 Disputes should be addressed in writing to the Project Executive Board (i.e. body consisting of representatives from three Project partners: two from Israel, one from EU), that will try to mediate in order to resolve the conflict. The National Erasmus+ Office should be advised and consulted on any conflicts.

15.3 The Project executive board if necessary, will recommend a resolution to the conflict and their recommendation will be considered binding by the parties involved. Conflicting parties have the right to appeal the decision to the coordinator. The dispute will then be resolved via consultation with the National ERASMUS+ Office or the Project Officer of the Executive Agency.

15.4 All resolutions of the conflict will conform to the Articles and annexes of the contract agreement with the Executive Agency and guidelines for project and financial management.

Article 16 Applicable Law and Jurisdiction

16.1 This Agreement is governed by Israeli law, being the law of the Coordinator's country.

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

16.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

16.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

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

Article 17 **Termination of the Agreement**

17.1 Termination of this Agreement shall be in accordance with Article II.16 of the Grant Agreement.

17.2 In the event that the Beneficiary fails to perform any obligations under the present Agreement or the Grant Agreement, the Coordinator may terminate its participation in the Project, upon formal written authorisation by the Executive Agency.

17.3 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.

17.4 The Beneficiary may terminate its participation in the Project by providing 3 months' formal written notification, providing all financial and reporting documents required and meeting all financial obligations up through the date of the termination of participation.

Article 18 ***Force Majeure***

18.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

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

Article 19 **Amendments**

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

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

Article 20

Annexes

The following Annexes to this agreement constitute an integral part hereof:

- Annex I : Institutional Bank Account Information
- Annex II : Beneficiary's Estimated Project Budget
- Annex III: Link to the Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.
- Annex IV: Links to the Guidelines for the Use of the Grant and reporting.
- Annex V: Beneficiary's Signed Mandate

[Signature page to follow]

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

Done in: Rishon LeZion, Israel

Date: 29.1.19

Name: Oren Kaplan

Title: President

Signature: _____

**College of Management
Academic Studies
Rishon LeZion, ISRAEL
B.N. 513591222**

For the Beneficiary
The legal representative/s

Done in: Jordan Valley, Israel

Date: 14/1/19

Name: Shimon Gepstein and Ziv Ofel

Title: President and Deputy CEO

Signature: S. Geps Zivophir

**התאגדות האקדמית כנרת
בעסק הירדן (ע"ר)**

**התאגדות האקדמית כנרת
בעסק הירדן (ע"ר)**

Annex I
Institutional Bank Account

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

Name and Address of the Account Holder:	Kinnerot college on the Sea of Galilee (R.M)
Name of Bank:	Mizrahi
Address of Bank:	Haboniam, Tiberias
IBAN - International Bank or Account Number:	IL97 0204 6200 0000 0121 561
Bank or Swift Code:	MIZBILIT

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 Agreement.

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 Agreement: This amount reflects the maximum amount only and is dependent upon eligible documentation of expenses related to project activities only.

THIS PAGE MUST BE SIGNED BY THE LEGAL REPRESENTATIVE AND HAVE THE LEGAL STAMP OF YOUR INSTITUTION

The legal representative/s

Date: 15.1.2019

Name:

Title: Alon Shapira - CFO

Signature:



אלון שפירא, רו"ח
סמנכ"ל כספים
המכללה האקדמית כנרת
בעמק הירדן

המכללה האקדמית כנרת
(פ"ד)
בעמק הירדן

Annex II
Budget/Expenditure/Co-financing Breakdown per Partner and Budget Category (in EUR)

	Amount in EURO
Staff Costs	32,574.00
Travel Costs	11,940.00
Costs of Stay	25,680.00
Equipment Costs	24,100.00
Subcontracting	9,000.00
TOTAL	103,294.00

Annex III**Link to the Grant Agreement and its Annexes****[Click here for link](#)**

Annex IV

Link to Guidelines for the Use of the Grant

[Click here for link](#)

Please note that the above link is to the 2017 Guidelines as the 2018 Guidelines are not yet available. The 2018 Guidelines are expected to be similar to the prior year and will be distributed when available.

Reporting

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-the-field-of-higher-education_en

Annex V: Signed Mandate of Beneficiary

MANDATE¹

, the undersigned,

Prof. Shimon Gepstein and Ziv Ofer,

representing,

Maneret Academic College in the Jordan Valley (MACV)
Public Academic Institution of Higher Education
[Official registration No: 520353786]
Zemach Centre, Jordan Valley, 1513290, Israel
IDT number: 580353786
PIC number: 915312840

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement (*Welcome in Israel as a trading and Learning Job Assistance and Management tool - WILLIAM*) (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency") hereby:

1. Mandate

The College of Management Academic Studies, COMAS
Private Institution
Official registration no: 513591222
Hig Weisel st. 2, Reshon Lizon, 7578806
VAT number: 513591222
PIC number: 996942062

represented by Oren Kaplan, President
(Hereinafter referred to as "the coordinator"),

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

2. Mandate the coordinator to act on behalf of the beneficiary in conformance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.


I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfill his obligations under the grant agreement, and in particular, to provide to the coordinator, on his request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE²

(Prof. Shimon Gepstein, President and Ziv Ofer, Deputy CEO)


תכנית התקדמות במחקר
בעסק הורדן (ע"ר)
580353786 ת"ד

Done at: Zemach Centre, Israel, January 9, 2015. [

² One copy of this Annex shall be included for each beneficiary except for the coordinator.

³ If the signatory is not the Rector/President of the Higher Education Institution (or Vice-Rector, Vice-President, Chancellor, Vice-Chancellor), a specific project related statement signed by the Rector/President must be provided authorising the signatory person to commit the whole institution.



Education, Audiovisual and Culture Executive Agency

Partnership Agreement

Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM

WILLIAM project number: 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP

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

The College of Management Academic Studies (COMAS),
Elie Weisel St. 2, Rishon LeZion, 7579806, Israel

hereinafter referred to as the “Coordinator”, represented for the purposes of signature of the Agreement by Prof. Oren Kaplan, President, the legal representative as defined in the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP (attached here in Annex III).

and the following beneficiary

The Hebrew University of Jerusalem (HUJI)
The Hebrew University of Jerusalem, Mt. Scopus, Jerusalem 9090501, Israel

hereinafter referred to as the “Beneficiary” or “Partner”, represented for the purposes of signature of this Agreement by Prof. Barak Medina, Rector, its authorized representative, according to the Mandate previously signed and attached to the Grant Agreement (Signed Mandate is attached in Annex V).

The parties hereby have agreed as follows:

Article 1

Subject of the Partnership Agreement

1.1 This Partnership Agreement, together with its Annexes listed in Article 20 below, defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ CBHE JP action [**Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM**] (hereinafter referred to as the “Project”).

1.2 The Coordinator and the Beneficiary undertake to do everything in their power to carry out the work programme forming the subject of this Partnership Agreement, which falls within the framework of the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP, concluded between the Coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the “Executive Agency”), related to the Project, attached via link as **Annex III** hereto (hereinafter referred to as the “Grant Agreement”).

1.3 The subject matter of this Partnership 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.

1.4 The Coordinator and the Beneficiary shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2

Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the Coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

Article 3

Obligations and Responsibilities

3.1 General obligations and role of the Beneficiary (including the Coordinator).

The Beneficiary:

- (a) is responsible for carrying out the activities attributed to him and described in the Grant Agreement and approved application, working to the best of its abilities to achieve the defined results and taking full responsibility for its work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) is responsible for complying with any legal obligations incumbent on it;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the Project.
- (f) shall make appropriate internal arrangements for the proper implementation of the action, consistent with the provisions of the Grant Agreement including the Special Conditions and General Conditions.

3.2 Specific obligations and role of the Coordinator.

The Coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the Project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the 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 the Beneficiary, transfer funds to the Beneficiary without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The Coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the Beneficiary, as per the dispositions of Article I.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 Agency following report assessment and field monitoring visits.
- (k) Before submitting the final report to the Agency, provide the Beneficiary with the copy of their budget for their records.

3.3 Specific obligations and role of the beneficiary (excluding the Coordinator).

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, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the Coordinator with any other information or documents it may require and which are necessary for the management of the Project;
- (e) notify the Coordinator of any event likely to substantially affect or delay the implementation of the Action, as well as of any important deviation of the Project (e.g. replacement of the Project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the Coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.
- (g) inform the Coordinator of any discrepancy that they discover in their final budget within 7 days of receiving it for review.
- (h) accept the final budget submitted in the Project's final report as the maximum amount of grant money that the Beneficiary can receive for the project, pending upon The Executive Agency's eligibility check of the Project's final budget.

Article 4

Financing the Action

4.1 The maximum Erasmus+ grant contribution to the Project for the contractual period covered by the Grant Agreement amounts to 985.381,00 € and shall take the form as stipulated in Annex III of the Grant Agreement.

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

- a "*reimbursement of actual costs*" for Equipment and Subcontracting costs
- a "*unit contribution*" to the costs incurred for Staff costs, Travel costs and costs of Stay
- a "*unit contribution*" to support the activities implemented under the Special Mobility Strand

4.3 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.

4.4 Full details of the Beneficiary's estimated budget breakdown is given in Annex II of this Agreement.

Article 5

Payment Arrangements

5.1 The Coordinator will transfer the part of the Erasmus+ grant contribution corresponding to the Beneficiary using the details of the bank account stipulated in Annex I of this Agreement.

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

The Coordinator will transfer to the account of the Beneficiary the estimated Erasmus+ grant contribution identified under Annex II of this Agreement, in the following way:

1. 50% of the estimated Erasmus+ grant contribution upon the signature of this Agreement by all Beneficiaries will be transferred to the beneficiary's account within 30 days.
2. Up to 25% of the estimated Erasmus+ grant contribution within 30 days from receipt of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first tranche, adjustments will be made accordingly in the second tranche.
3. Up to 15% of the estimated Erasmus+ grant contribution within 30 days of the reception of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first and/or second tranches, adjustments will be made accordingly in this third tranche.
4. 10% of the final eligible beneficiary Erasmus+ grant contribution budget within 45 days of the reception of the approval of the Executive Agency to the final report and the financial statements drawn up in accordance with the forms provided by the Coordinator.

The payment of each of the above mentioned payments is subject to:

- a. the receipt of such funds by the Coordinator from the Executive Agency,
- b. the expenditure report of the beneficiary which documents the grant money has been spent for the project, and,
- c. the receipt of a written payment request that is in line with the breakdown of payments above (e.g. 50% for first tranche, up to 25% for the second tranche, and up to 15% for the third tranche of the Beneficiary's budget) from the Beneficiary.

5.3 The Beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the Project, and in accordance with the terms and provisions of the present Agreement and

the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the Beneficiary will be reimbursed to the Coordinator at the latest 30 days after the end of the Project's contractual period.

5.4 The Coordinator can reassign project tasks if the beneficiary is not able to complete their project tasks. This decision will be made by either by consensual agreement between the Coordinator and the Beneficiary or via a decision by WILLIAM's Executive Board, made up of representatives of three different institutions (two in IL, 1 in EU). The Executive Board will be finalized upon at the first International kickoff meeting. The reassignment of tasks will result in a reassessment of the Beneficiary's' budget with a summary of the change being added via an appendix to this agreement and signed and dated by the Coordinator and legal representatives of the Coordinating institution. A summary of this change and the reassessment of the budget will be forwarded to the Beneficiary and the Executive Agency.

5.5 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the Project, the Beneficiary responsible for the expenditure declared ineligible by the Executive Agency will reimburse the corresponding amount to the Coordinator.

5.6 The Beneficiary shall pay the bank costs of financial transfers of money from the Coordinator's account to the Beneficiary's account. This amount will be subtracted from their payment.

Article 6 Reporting

6.1 The Coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the Beneficiary commits to provide the Coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

6.2 The Coordinator shall provide the Beneficiary with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO with the Project Exchange rate being used for this declaration.

6.3 The Beneficiary shall keep a record of any expenditure/activity incurred under the Project and all proofs and related documents for a period of 7 years after the payment of the final balance under the Grant Agreement. The Beneficiary shall provide the Coordinator a copy of any such record, proof or related documents upon its request. 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.

Article 7 Budgetary and Financial Management

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

7.2 For the implementation of the Project and the Beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the Parties will apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant.

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

7.4 The Beneficiary confirms that it respects the social and labour legislation of their country regarding the costs of staff contributing to the Project.

7.5 The Beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in Project activities.

Article 8

General Administrative Provisions

8.1 Any important Project related communication between the parties shall be done in writing and addressed to the appointed Project manager of the Beneficiary, as per the details below:

For the Coordinator:

Name: Dr. Yael Israel-Cohen

Address: Elie Weisel St. 2, Rishon Lezion 7579806

Email Address: ycohen@colman.ac.il

Phone Numbers: Cell: ++972-547500472

For the Beneficiary: the Beneficiary Contact information is detailed below:

Name of Contact Person for Beneficiary Institution: Ms. Keren Sagi

Address: The Authority for Research and Development, Sherman Research Administration Building, Edmond J. Safra Campus, The Hebrew University of Jerusalem, 9190401 Jerusalem, Israel.

Email Address: kerensa@savion.huji.ac.il

Phone Numbers: Office Cell: +972.2.6586676

Name of Financial Manager for Project (If different from above) Ms. Hani Ben-Yehuda

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

Article 9

Promotion and Visibility

9.1 The Coordinator and the Beneficiary shall ensure adequate promotion of the Project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the Project.

9.2 Any notice or publication by the Project, including at a conference or a seminar, must specify that the Project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

Article 10

Confidentiality and Data Protection

10.1 The Coordinator and the Beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as

confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the Action.

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

Article 11

Ownership and Property Rights

11.1 The ownership of all Project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the Action, shall be vested in the beneficiaries, in compliance with Article I.7 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the Project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

11.3 All Background IP used in connection with the Project shall remain the property of the Beneficiary introducing the same.

11.4 To the extent that one Beneficiary makes Background IP available for use by the other party during the course of the Project, the Beneficiary introducing the Background IP hereby grants a non-exclusive, non-transferable, royalty-free licence to the other Beneficiary to use such Background IP for the duration of the Project and for the sole purpose of carrying out the Project.

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Article 17 **Termination of the Agreement**

17.1 Termination of this Agreement shall be in accordance with Article II.16 of the Grant Agreement.

17.2 In the event that the Beneficiary fails to perform any obligations under the present Agreement or the Grant Agreement, the Coordinator may terminate its participation in the Project, upon formal written authorisation by the Executive Agency.

17.3 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.

17.4 The Beneficiary may terminate its participation in the Project by providing 3 months' formal written notification, providing all financial and reporting documents required and meeting all financial obligations up through the date of the termination of participation.

Article 18 ***Force Majeure***

18.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

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

Article 19 **Amendments**

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

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

Article 20
Annexes

The following Annexes to this agreement constitute an integral part hereof:

Annex I : Institutional Bank Account Information

Annex II : Beneficiary's Estimated Project Budget

Annex III: Link to the Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.

Annex IV: Links to the Guidelines for the Use of the Grant and reporting.

Annex V: Beneficiary's Signed Mandate

[Signature page to follow]

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

Done in: Rishon LeZion, Israel

Date: 11/2/2019

Name: Oren Kaplan

Title: President

Signature: College of Management
Academic Studies
Rishon LeZion ISRAEL
B.N. 513591222

For the Beneficiary
The legal representative/s

Done in: Jerusalem

Date: 11.2.19

Name: Prof. Barak Medina

Title: Rector

Signature: Barak Medina



Annex I
Institutional Bank Account

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

Name and Address of the Account Holder:	Finance Division, Mt. Scopus Campus, The Hebrew University of Jerusalem, Jerusalem 9190501, Israel
Name of Bank:	Bank Hapoalim, Jerusalem Business Branch No. 436
Address of Bank:	1 Hamarpeh St., Har Hozvim, Jerusalem 97774, ISRAEL
IBAN - International Bank or Account Number:	IL650124360000000506076
Bank or Swift Code:	POAL IL IT

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 Agreement.

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 Agreement: This amount reflects the maximum amount only and is dependent upon eligible documentation of expenses related to project activities only.

THIS PAGE MUST BE SIGNED BY THE LEGAL REPRESENTATIVE AND HAVE THE LEGAL STAMP OF YOUR INSTITUTION

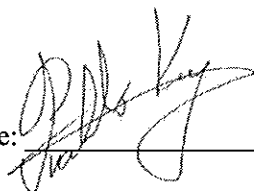
The legal representative/s

Date: February 6th 2019

Name: Dr. Pablo Kizelsztejn

Title: Director, The Authority for Research and Development

Signature: _____




Annex II
Budget/Expenditure/Co-financing Breakdown per Partner and Budget Category (in EUR)

	Amount in EURO
Staff Costs	32,574.00
Travel Costs	10,140.00
Costs of Stay	21,360.00
Equipment Costs	24,100.00
Subcontracting	9,000.00
TOTAL	97,174.00

Annex III

Link the Grant Agreement and its Annexes

[Click here for link](#)

Annex IV**Link to Guidelines for the Use of the Grant**

[Click here for link](#)

Please note that the above link is to the 2017 Guidelines as the 2018 Guidelines are not yet available. The 2018 Guidelines are expected to be similar to the prior year and will be distributed when available.

Reporting

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-the-field-of-higher-education_en

Annex V: Signed Mandate of Beneficiary

MANDATE¹

I, the undersigned,

Prof. Barak Medina, Rector,

representing,

The Hebrew University of Jerusalem (HUJ)

Public law body

941180002

The Hebrew University of Jerusalem, Mt. Scopus, 9090501, Jerusalem, Israel

VAT number: 500701610

PIC number: 999975038

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement (*Welcome in Israel as a Leading and Learning IAH Assistance and Management tool - WILLIAM*) (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency") hereby:

1. Mandate

The College of Management Academic Studies, COMAS

Private Institution

Official registration No: 513591222

Elie Weisel St. 2, Reshona Legion, 7579806

VAT number: 513591222

PIC number: 990942042

represented by **Oren Kaplan, President**

(Hereinafter referred to as "the coordinator")

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil his obligations under the grant agreement, and in particular, to provide to the coordinator, on his request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE²

Prof. Barak Medina

Rector



Done at Jerusalem, 21.1.2018

¹ One copy of this Annex shall be included for each beneficiary except for the coordinator.



Education, Audiovisual and Culture Executive Agency

Partnership Agreement

Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM

WILLIAM project number: 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP

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

The College of Management Academic Studies (COMAS),
Elie Weisel St. 2, Rishon LeZion, 7579806, Israel

hereinafter referred to as the "Coordinator", represented for the purposes of signature of the Agreement by Prof. Oren Kaplan, President, the legal representative as defined in the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP (attached here in Annex III).

and the following beneficiary

Masaryk University (MU)
Žerotínovo nám. 617/9, 601 77 Brno, Czech Republic

hereinafter referred to as the "Beneficiary" or "Partner", represented for the purposes of signature of this Agreement by Assoc. Prof. PhDr. Mikuláš Bek, Ph.D., Rector, its authorized representative, according to the Mandate previously signed and attached to the Grant Agreement (Signed Mandate is attached in Annex V).

The parties hereby have agreed as follows:

Article 1

Subject of the Partnership Agreement

1.1 This Partnership Agreement, together with its Annexes listed in Article 20 below, defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ CBHE JP action [**Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM**] (hereinafter referred to as the "Project").

1.2 The Coordinator and the Beneficiary undertake to do everything in their power to carry out the work programme forming the subject of this Partnership Agreement, which falls within the framework of the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP, concluded between the Coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), related to the Project, attached via link as **Annex III** hereto (hereinafter referred to as the "Grant Agreement").

1.3 The subject matter of this Partnership 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.

1.4 The Coordinator and the Beneficiary shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2

Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the Coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

Article 3

Obligations and Responsibilities

3.1 General obligations and role of the Beneficiary (including the Coordinator).

The Beneficiary:

- (a) is responsible for carrying out the activities attributed to him and described in the Grant Agreement and approved application, working to the best of its abilities to achieve the defined results and taking full responsibility for its work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) is responsible for complying with any legal obligations incumbent on it;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the Project.
- (f) shall make appropriate internal arrangements for the proper implementation of the action, consistent with the provisions of the Grant Agreement including the Special Conditions and General Conditions.

3.2 Specific obligations and role of the Coordinator.

The Coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the Project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the 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 the Beneficiary, transfer funds to the Beneficiary without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The Coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the Beneficiary, as per the dispositions of Article I.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 Agency following report assessment and field monitoring visits.
- (k) Before submitting the final report to the Agency, provide the Beneficiary with the copy of their budget for their records.

3.3 Specific obligations and role of the beneficiary (excluding the Coordinator).

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, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the Coordinator with any other information or documents it may require and which are necessary for the management of the Project;
- (e) notify the Coordinator of any event likely to substantially affect or delay the implementation of the Action, as well as of any important deviation of the Project (e.g. replacement of the Project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the Coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.
- (g) inform the Coordinator of any discrepancy that they discover in their final budget within 7 days of receiving it for review.
- (h) accept the final budget submitted in the Project's final report as the maximum amount of grant money that the Beneficiary can receive for the project, pending upon The Executive Agency's eligibility check of the Project's final budget.

Article 4

Financing the Action

4.1 The maximum Erasmus+ grant contribution to the Project for the contractual period covered by the Grant Agreement amounts to 985.381,00 € and shall take the form as stipulated in Annex III of the Grant Agreement.

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

- a "*reimbursement of actual costs*" for Equipment and Subcontracting costs
- a "*unit contribution*" to the costs incurred for Staff costs, Travel costs and costs of Stay
- a "*unit contribution*" to support the activities implemented under the Special Mobility Strand

4.3 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.

4.4 Full details of the Beneficiary's estimated budget breakdown is given in Annex II of this Agreement.

Article 5

Payment Arrangements

5.1 The Coordinator will transfer the part of the Erasmus+ grant contribution corresponding to the Beneficiary using the details of the bank account stipulated in Annex I of this Agreement.

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

The Coordinator will transfer to the account of the Beneficiary the estimated Erasmus+ grant contribution identified under Annex II of this Agreement, in the following way:

1. 50% of the estimated Erasmus+ grant contribution upon the signature of this Agreement by all Beneficiaries will be transferred to the beneficiary's account within 30 days.
2. Up to 25% of the estimated Erasmus+ grant contribution within 30 days from receipt of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first tranche, adjustments will be made accordingly in the second tranche.
3. Up to 15% of the estimated Erasmus+ grant contribution within 30 days of the reception of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first and/or second tranches, adjustments will be made accordingly in this third tranche.
4. 10% of the final eligible beneficiary Erasmus+ grant contribution budget within 45 days of the reception of the approval of the Executive Agency to the final report and the financial statements drawn up in accordance with the forms provided by the Coordinator.

The payment of each of the above mentioned payments is subject to:

- a. the receipt of such funds by the Coordinator from the Executive Agency,
- b. the expenditure report of the beneficiary which documents the grant money has been spent for the project, and,
- c. the receipt of a written payment request that is in line with the breakdown of payments above (e.g. 50% for first tranche, up to 25% for the second tranche, and up to 15% for the third tranche of the Beneficiary's budget) from the Beneficiary.

5.3 The Beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the Project, and in accordance with the terms and provisions of the present Agreement and

the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the Beneficiary will be reimbursed to the Coordinator at the latest 30 days after the end of the Project's contractual period.

5.4 The Coordinator can reassign project tasks if the beneficiary is not able to complete their project tasks. This decision will be made by either by consensual agreement between the Coordinator and the Beneficiary or via a decision by WILLIAM's Executive Board, made up of representatives of three different institutions (two in IL, 1 in EU). The Executive Board will be finalized upon at the first International kickoff meeting. The reassignment of tasks will result in a reassessment of the Beneficiary's budget with a summary of the change being added via an appendix to this agreement and signed and dated by the Coordinator and legal representatives of the Coordinating institution. A summary of this change and the reassessment of the budget will be forwarded to the Beneficiary and the Executive Agency.

5.5 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the Project, the Beneficiary responsible for the expenditure declared ineligible by the Executive Agency will reimburse the corresponding amount to the Coordinator.

5.6 The Beneficiary shall pay the bank costs of financial transfers of money from the Coordinator's account to the Beneficiary's account. This amount will be subtracted from their payment.

Article 6

Reporting

6.1 The Coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the Beneficiary commits to provide the Coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

6.2 The Coordinator shall provide the Beneficiary with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO with the Project Exchange rate being used for this declaration.

6.3 The Beneficiary shall keep a record of any expenditure/activity incurred under the Project and all proofs and related documents for a period of 7 years after the payment of the final balance under the Grant Agreement. The Beneficiary shall provide the Coordinator a copy of any such record, proof or related documents upon its request. 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.

Article 7

Budgetary and Financial Management

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

7.2 For the implementation of the Project and the Beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the Parties will apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant.

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

7.4 The Beneficiary confirms that it respects the social and labour legislation of their country regarding the costs of staff contributing to the Project.

7.5 The Beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in Project activities.

Article 8

General Administrative Provisions

8.1 Any important Project related communication between the parties shall be done in writing and addressed to the appointed Project manager of the Beneficiary, as per the details below:

For the Coordinator:

Name: Dr. Yael Israel-Cohen

Address: Elie Weisel St. 2, Rishon Lezion 7579806

Email Address: ycohen@colman.ac.il

Phone Numbers: Cell: ++972-547500472

For the Beneficiary: the Beneficiary Contact information is detailed below:

Name of Contact Person for Beneficiary Institution: Violeta Osouchova

Address: Komenskeho nam. 2, 602 00 Brno

Email Address: osouchova@czs.muni.cz

Phone Numbers: Office Cell: +420 777 128 119

Name of Financial Manager for Project (If different from above) XXXXXXXXXXXX

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

Article 9

Promotion and Visibility

9.1 The Coordinator and the Beneficiary shall ensure adequate promotion of the Project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the Project.

9.2 Any notice or publication by the Project, including at a conference or a seminar, must specify that the Project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

Article 10

Confidentiality and Data Protection

10.1 The Coordinator and the Beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the Action.

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

Article 11

Ownership and Property Rights

11.1 The ownership of all Project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the Action, shall be vested in the beneficiaries, in compliance with Article I.7 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the Project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

11.3 All Background IP used in connection with the Project shall remain the property of the Beneficiary introducing the same.

11.4 To the extent that one Beneficiary makes Background IP available for use by the other party during the course of the Project, the Beneficiary introducing the Background IP hereby grants a non-exclusive, non-transferable, royalty-free licence to the other Beneficiary to use such Background IP for the duration of the Project and for the sole purpose of carrying out the Project.

11.5 All outputs of the Project are available for internal teaching and research purposes by each or all of the Beneficiaries and in on-line research activities applying the visibility protocol for ERASMUS+ projects as stated in Article 9.

Article 12

Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

12.2 The Coordinator shall not be liable for any damage caused or sustained by the Beneficiary, including any damage caused to third parties as a consequence of or during the implementation of the Action. The liability of the Beneficiary is limited to the amount received by the Beneficiary pursuant to the Grant Agreement and excludes liability for consequential and indirect losses.

12.3 Except in cases of force majeure, the Beneficiary shall compensate the Coordinator for any damage sustained by it as a result of the implementation of the Action or because the Action was not implemented or implemented poorly, partially or late and only up to the amount received pursuant to the Grant Agreement.

Article 13

Conflict of Interest

13.1 The Coordinator and the Beneficiary must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

13.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the Coordinator without delay, and the Beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

13.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

13.4 The Coordinator will inform the Executive Agency of any conflict of interest as provided for in Article II.4 of the Grant Agreement.

Article 14 Working Language

14.1 The working language of the partnership shall be English.

14.2 Both parties commit in allocating to the Project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 15 Conflict Resolution

15.1 In case of conflict between the Project's partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 Disputes should be addressed in writing to the Project Executive Board (i.e. body consisting of representatives from three Project partners: two from Israel, one from EU), that will try to mediate in order to resolve the conflict. The National Erasmus+ Office should be advised and consulted on any conflicts.

15.3 The Project executive board if necessary, will recommend a resolution to the conflict and their recommendation will be considered binding by the parties involved. Conflicting parties have the right to appeal the decision to the coordinator. The dispute will then be resolved via consultation with the National ERASMUS+ Office or the Project Officer of the Executive Agency.

15.4 All resolutions of the conflict will conform to the Articles and annexes of the contract agreement with the Executive Agency and guidelines for project and financial management.

Article 16 Applicable Law and Jurisdiction

16.1 This Agreement is governed by Israeli law, being the law of the Coordinator's country.

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

16.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

16.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

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

Article 17 **Termination of the Agreement**

17.1 Termination of this Agreement shall be in accordance with Article II.16 of the Grant Agreement.

17.2 In the event that the Beneficiary fails to perform any obligations under the present Agreement or the Grant Agreement, the Coordinator may terminate its participation in the Project, upon formal written authorisation by the Executive Agency.

17.3 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.

17.4 The Beneficiary may terminate its participation in the Project by providing 3 months' formal written notification, providing all financial and reporting documents required and meeting all financial obligations up through the date of the termination of participation.

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18.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

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

Article 19 **Amendments**

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

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

Article 20
Annexes

The following Annexes to this agreement constitute an integral part hereof:

- Annex I: Institutional Bank Account Information
- Annex II: Beneficiary's Estimated Project Budget
- Annex III: Link to the Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.
- Annex IV: Link to the Guidelines for the Use of the Grant.
- Annex V: Beneficiary's Signed Mandate

[Signature page to follow]

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

Done in: Rishon LeZion, Israel

Date: 29.1.19

Name: Oren Kaplan

Title: President

Signature: [Signature]
**College of Management
Academic Studies
Rishon LeZion, ISRAEL
B.N. 513591222**

For the Beneficiary
The legal representative/s

Done in: Brno

Date: 18. 01. 2019

Name: Mikuláš Bek

Title: Rector

Signature: [Signature]



Annex I
Institutional Bank Account

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

Name and Address of the Account Holder:	Masarykova univerzita
Name of Bank:	Komerční banka, a.s.
Address of Bank:	nám. Svobody 21
IBAN - International Bank or Account Number:	CZ43 0100 0000 0000 8563 6621
Bank or Swift Code:	KOMBCZPP

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 Agreement.

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 Agreement: This amount reflects the maximum amount only and is dependent upon eligible documentation of expenses related to project activities only.

THIS PAGE MUST BE SIGNED BY THE LEGAL REPRESENTATIVE AND HAVE THE LEGAL STAMP OF YOUR INSTITUTION

The legal representative/s

Date: 18. 01. 2019

Name:

Title: Mikula Bek

Signature: _____



Annex II
Budget/Expenditure/Co-financing Breakdown per Partner and Budget Category (in EUR)

	Amount in EURO
Staff Costs	24,423.00
Travel Costs	4,510.00
Costs of Stay	6,840.00
Equipment Costs	-
Subcontracting	-
TOTAL	35,773.00



Education, Audiovisual and Culture Executive Agency

Partnership Agreement

Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM

WILLIAM project number: 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP

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

The College of Management Academic Studies (COMAS),
Elie Weisel St. 2, Rishon LeZion, 7579806, Israel

hereinafter referred to as the "Coordinator", represented for the purposes of signature of the Agreement by Prof. Oren Kaplan, President, the legal representative as defined in the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP (attached here in Annex III).

and the following beneficiary

Global Impact Institute (GII)
Dělnická 213/12, 170 00 Praha, Czech Republic

hereinafter referred to as the "Beneficiary" or "Partner", represented for the purposes of signature of this Agreement by Dr. Uwe Brandenburg, Managing Director, its authorized representative, according to the Mandate previously signed and attached to the Grant Agreement (Signed Mandate is attached in Annex V).

The parties hereby have agreed as follows:

Article 1

Subject of the Partnership Agreement

1.1 This Partnership Agreement, together with its Annexes listed in Article 20 below, defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ CBHE JP action [**Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM**] (hereinafter referred to as the "Project").

1.2 The Coordinator and the Beneficiary undertake to do everything in their power to carry out the work programme forming the subject of this Partnership Agreement, which falls within the framework of the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP, concluded between the Coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), related to the Project, attached via link as **Annex III** hereto (hereinafter referred to as the "Grant Agreement").

1.3 The subject matter of this Partnership 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.

1.4 The Coordinator and the Beneficiary shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2

Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the Coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

Article 3

Obligations and Responsibilities

3.1 General obligations and role of the Beneficiary (including the Coordinator).

The Beneficiary:

- (a) is responsible for carrying out the activities attributed to him and described in the Grant Agreement and approved application, working to the best of its abilities to achieve the defined results and taking full responsibility for its work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) is responsible for complying with any legal obligations incumbent on it;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the Project.
- (f) shall make appropriate internal arrangements for the proper implementation of the action, consistent with the provisions of the Grant Agreement including the Special Conditions and General Conditions.

3.2 Specific obligations and role of the Coordinator.

The Coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the Project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the 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 the Beneficiary, transfer funds to the Beneficiary without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;

- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The Coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the Beneficiary, as per the dispositions of Article I.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 Agency following report assessment and field monitoring visits.
- (k) Before submitting the final report to the Agency, provide the Beneficiary with the copy of their budget for their records.

3.3 Specific obligations and role of the beneficiary (excluding the Coordinator).

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, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the Coordinator with any other information or documents it may require and which are necessary for the management of the Project;
- (e) notify the Coordinator of any event likely to substantially affect or delay the implementation of the Action, as well as of any important deviation of the Project (e.g. replacement of the Project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the Coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.
- (g) inform the Coordinator of any discrepancy that they discover in their final budget within 7 days of receiving it for review.
- (h) accept the final budget submitted in the Project's final report as the maximum amount of grant money that the Beneficiary can receive for the project, pending upon The Executive Agency's eligibility check of the Project's final budget.

Article 4

Financing the Action

4.1 The maximum Erasmus+ grant contribution to the Project for the contractual period covered by the Grant Agreement amounts to 985.381,00 € and shall take the form as stipulated in Annex III of the Grant Agreement.

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

- a "*reimbursement of actual costs*" for Equipment and Subcontracting costs
- a "*unit contribution*" to the costs incurred for Staff costs, Travel costs and costs of Stay
- a "*unit contribution*" to support the activities implemented under the Special Mobility Strand

4.3 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.

4.4 Full details of the Beneficiary's estimated budget breakdown is given in Annex II of this Agreement.

Article 5

Payment Arrangements

5.1 The Coordinator will transfer the part of the Erasmus+ grant contribution corresponding to the Beneficiary using the details of the bank account stipulated in Annex I of this Agreement.

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

The Coordinator will transfer to the account of the Beneficiary the estimated Erasmus+ grant contribution identified under Annex II of this Agreement, in the following way:

1. 50% of the estimated Erasmus+ grant contribution upon the signature of this Agreement by all Beneficiaries will be transferred to the beneficiary's account within 30 days.
2. Up to 25% of the estimated Erasmus+ grant contribution within 30 days from receipt of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first tranche, adjustments will be made accordingly in the second tranche.
3. Up to 15% of the estimated Erasmus+ grant contribution within 30 days of the reception of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first and/or second tranches, adjustments will be made accordingly in this third tranche.
4. 10% of the final eligible beneficiary Erasmus+ grant contribution budget within 45 days of the reception of the approval of the Executive Agency to the final report and the financial statements drawn up in accordance with the forms provided by the Coordinator.

The payment of each of the above mentioned payments is subject to:

- a. the receipt of such funds by the Coordinator from the Executive Agency,
- b. the expenditure report of the beneficiary which documents the grant money has been spent for the project, and,
- c. the receipt of a written payment request that is in line with the breakdown of payments above (e.g. 50% for first tranche, up to 25% for the second tranche, and up to 15% for the third tranche of the Beneficiary's budget) from the Beneficiary.

5.3 The Beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the Project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the Beneficiary will be reimbursed to the Coordinator at the latest 30 days after the end of the Project's contractual period.

5.4 The Coordinator can reassign project tasks if the beneficiary is not able to complete their project tasks. This decision will be made by either by consensual agreement between the Coordinator and the Beneficiary or via a decision by WILLIAM's Executive Board, made up of representatives of three different institutions (two in IL, 1 in EU). The Executive Board will be finalized upon at the first International kickoff meeting. The reassignment of tasks will result in a reassessment of the

Beneficiary's' budget with a summary of the change being added via an appendix to this agreement and signed and dated by the Coordinator and legal representatives of the Coordinating institution. A summary of this change and the reassessment of the budget will be forwarded to the Beneficiary and the Executive Agency.

5.5 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the Project, the Beneficiary responsible for the expenditure declared ineligible by the Executive Agency will reimburse the corresponding amount to the Coordinator.

5.6 The Beneficiary shall pay the bank costs of financial transfers of money from the Coordinator's account to the Beneficiary's account. This amount will be subtracted from their payment.

Article 6 Reporting

6.1 The Coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the Beneficiary commits to provide the Coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

6.2 The Coordinator shall provide the Beneficiary with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO with the Project Exchange rate being used for this declaration.

6.3 The Beneficiary shall keep a record of any expenditure/activity incurred under the Project and all proofs and related documents for a period of 7 years after the payment of the final balance under the Grant Agreement. The Beneficiary shall provide the Coordinator a copy of any such record, proof or related documents upon its request. 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.

Article 7 Budgetary and Financial Management

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

7.2 For the implementation of the Project and the Beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the Parties will apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant.

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

7.4 The Beneficiary confirms that it respects the social and labour legislation of their country regarding the costs of staff contributing to the Project.

7.5 The Beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in Project activities.

Article 8

General Administrative Provisions

8.1 Any important Project related communication between the parties shall be done in writing and addressed to the appointed Project manager of the Beneficiary, as per the details below:

For the Coordinator:

Name: Dr. Yael Israel-Cohen

Address: Elie Weisel St. 2, Rishon Lezion 7579806

Email Address: ycohen@colman.ac.il

Phone Numbers: Cell: ++972-547500472

For the Beneficiary: the Beneficiary Contact information is detailed below:

Name of Contact Person for Beneficiary Institution: Uwe Brandenburg, PhD

Address: DĚlnická 213/12, 170 00 Praha, Czech Republic

Email Address: uwe.brandenburg@globalimpactinstitute.eu

Phone Numbers: Office Cell: +491737354901

Name of Financial Manager for Project (If different from above)

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

Article 9

Promotion and Visibility

9.1 The Coordinator and the Beneficiary shall ensure adequate promotion of the Project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the Project.

9.2 Any notice or publication by the Project, including at a conference or a seminar, must specify that the Project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

Article 10

Confidentiality and Data Protection

10.1 The Coordinator and the Beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the Action.

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

Article 11

Ownership and Property Rights

11.1 The ownership of all Project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the Action, shall be vested in the beneficiaries, in compliance with Article I.7 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the Project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

11.3 All Background IP used in connection with the Project shall remain the property of the Beneficiary introducing the same.

11.4 To the extent that one Beneficiary makes Background IP available for use by the other party during the course of the Project, the Beneficiary introducing the Background IP hereby grants a non-exclusive, non-transferable, royalty-free licence to the other Beneficiary to use such Background IP for the duration of the Project and for the sole purpose of carrying out the Project.

11.5 All outputs of the Project are available for internal teaching and research purposes by each or all of the Beneficiaries and in on-line research activities applying the visibility protocol for ERASMUS+ projects as stated in Article 9.

Article 12 Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

12.2 The Coordinator shall not be liable for any damage caused or sustained by the Beneficiary, including any damage caused to third parties as a consequence of or during the implementation of the Action. The liability of the Beneficiary is limited to the amount received by the Beneficiary pursuant to the Grant Agreement and excludes liability for consequential and indirect losses.

12.3 Except in cases of force majeure, the Beneficiary shall compensate the Coordinator for any damage sustained by it as a result of the implementation of the Action or because the Action was not implemented or implemented poorly, partially or late and only up to the amount received pursuant to the Grant Agreement.

Article 13 Conflict of Interest

13.1 The Coordinator and the Beneficiary must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

13.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the Coordinator without delay, and the Beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

13.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

13.4 The Coordinator will inform the Executive Agency of any conflict of interest as provided for in Article II.4 of the Grant Agreement.

Article 14 Working Language

14.1 The working language of the partnership shall be English.

14.2 Both parties commit in allocating to the Project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 15

Conflict Resolution

15.1 In case of conflict between the Project's partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 Disputes should be addressed in writing to the Project Executive Board (i.e. body consisting of representatives from three Project partners: two from Israel, one from EU), that will try to mediate in order to resolve the conflict. The National Erasmus+ Office should be advised and consulted on any conflicts.

15.3 The Project executive board if necessary, will recommend a resolution to the conflict and their recommendation will be considered binding by the parties involved. Conflicting parties have the right to appeal the decision to the coordinator. The dispute will then be resolved via consultation with the National ERASMUS+ Office or the Project Officer of the Executive Agency.

15.4 All resolutions of the conflict will conform to the Articles and annexes of the contract agreement with the Executive Agency and guidelines for project and financial management.

Article 16

Applicable Law and Jurisdiction

16.1 This Agreement is governed by Israeli law, being the law of the Coordinator's country.

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

16.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

16.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

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

Article 17

Termination of the Agreement

17.1 Termination of this Agreement shall be in accordance with Article II.16 of the Grant Agreement.

17.2 In the event that the Beneficiary fails to perform any obligations under the present Agreement or the Grant Agreement, the Coordinator may terminate its participation in the Project, upon formal written authorisation by the Executive Agency.

17.3 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.

17.4 The Beneficiary may terminate its participation in the Project by providing 3 months' formal written notification, providing all financial and reporting documents required and meeting all financial obligations up through the date of the termination of participation.

Article 18 ***Force Majeure***

18.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

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

Article 19 **Amendments**

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

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

Article 20 **Annexes**

The following Annexes to this agreement constitute an integral part hereof:

- Annex I : Institutional Bank Account Information
- Annex II : Beneficiary's Estimated Project Budget
- Annex III: Link to the Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.
- Annex IV: Links to the Guidelines for the Use of the Grant and reporting.
- Annex V: Beneficiary's Signed Mandate

[Signature page to follow]

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

Done in: Rishon LeZion, Israel

Date: 15.1.2019

Name: Oren Kaplan

Title: President

Signature: _____

**College of Management
Academic Studies
Rishon LeZion, ISRAEL
B.N. 513591222**

For the Beneficiary
The legal representative/s

Done in: Prague, Czech Republic

Date: January 2, 2019

Name: Dr. Uwe Brandenburg

Title: Managing Director

Signature: _____

**Impact Institute s.r.o.
Dolnická 2
Praha 7
DIČ: CZ061521281
213/12, 170 00 Praha 7**

Annex I
Institutional Bank Account

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

Name and Address of the Account Holder:	Uwe Brandenburg, Dělnická 213/12, 170 00 Praha, Czech Republic
Name of Bank:	Unicredit
Address of Bank:	Náměstí Republiky 2090/3a, Nové Město, 110 00 Praha 1, Czech Republic
IBAN - International Bank or Account Number:	CZ 54 2700 0000 0021 1456 7880
Bank or Swift Code:	BACX CZ PP

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 Agreement.

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 Agreement. This amount reflects the maximum amount only and is dependent upon eligible documentation of expenses related to project activities only.

THIS PAGE MUST BE SIGNED BY THE LEGAL REPRESENTATIVE AND HAVE THE LEGAL STAMP OF YOUR INSTITUTION

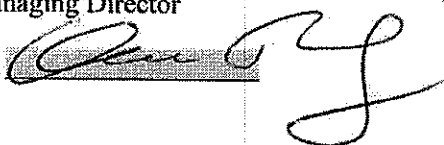
The legal representative/s

Date: January 2, 2019

Name: Uwe Brandenburg, PhD
Title: Managing Director

Signature:

Global Impact Institute s.r.o.
Dělnická 213/12, 170 00 Praha 7
DIČ: CZ06157181





Education, Audiovisual and Culture Executive Agency

Partnership Agreement

Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM

WILLIAM project number: 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP

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

The College of Management Academic Studies (COMAS),
Elie Weisel St. 2, Rishon LeZion, 7579806, Israel

hereinafter referred to as the "Coordinator", represented for the purposes of signature of the Agreement by Prof. Oren Kaplan, President, the legal representative as defined in the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP (attached here in Annex III).

and the following beneficiary

Erasmus Student Network (ESN)
Rue Joesph II 120, 1000 Belgium

hereinafter referred to as the "Beneficiary" or "Partner", represented for the purposes of signature of this Agreement by Joan Pinto, President, its authorized representative, according to the Mandate previously signed and attached to the Grant Agreement (Signed Mandate is attached in Annex V).

The parties hereby have agreed as follows:

Article 1 Subject of the Partnership Agreement

1.1 This Partnership Agreement, together with its Annexes listed in Article 20 below, defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ CBHE JP action [Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM] (hereinafter referred to as the "Project").

1.2 The Coordinator and the Beneficiary undertake to do everything in their power to carry out the work programme forming the subject of this Partnership Agreement, which falls within the framework of the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP, concluded between the Coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), related to the Project, attached via link as **Annex III** hereto (hereinafter referred to as the "Grant Agreement").

1.3 The subject matter of this Partnership Agreement and the related work programme are detailed in the annexes of the Grant Agreement. The respective Grant Agreement terms and conditions, related

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annexes and guidelines, shall form an integral part of the present Agreement, and take precedence over it.

1.4 The Coordinator and the Beneficiary shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2 Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the Coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

Article 3 Obligations and Responsibilities

3.1 General obligations and role of the Beneficiary (including the Coordinator).

The Beneficiary:

- (a) is responsible for carrying out the activities attributed to him and described in the Grant Agreement and approved application, working to the best of its abilities to achieve the defined results and taking full responsibility for its work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) is responsible for complying with any legal obligations incumbent on it;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the Project.
- (f) shall make appropriate internal arrangements for the proper implementation of the action, consistent with the provisions of the Grant Agreement including the Special Conditions and General Conditions.

3.2 Specific obligations and role of the Coordinator.

The Coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the Project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the 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 the Beneficiary, transfer funds to the Beneficiary without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The Coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the Beneficiary, as per the dispositions of Article I.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 Agency following report assessment and field monitoring visits.
- (k) Before submitting the final report to the Agency, provide the Beneficiary with the copy of their budget for their records.

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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, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the Coordinator with any other information or documents it may require and which are necessary for the management of the Project;
- (e) notify the Coordinator of any event likely to substantially affect or delay the implementation of the Action, as well as of any important deviation of the Project (e.g. replacement of the Project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the Coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.
- (g) inform the Coordinator of any discrepancy that they discover in their final budget within 7 days of receiving it for review.
- (h) accept the final budget submitted in the Project's final report as the maximum amount of grant money that the Beneficiary can receive for the project, pending upon The Executive Agency's eligibility check of the Project's final budget.

Article 4 Financing the Action

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- a "unit contribution" to support the activities implemented under the Special Mobility Strand

4.3 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.

4.4 Full details of the Beneficiary's estimated budget breakdown is given in Annex II of this Agreement.

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The Coordinator will transfer to the account of the Beneficiary the estimated Erasmus+ grant contribution identified under Annex II of this Agreement, in the following way:

1. 50% of the estimated Erasmus+ grant contribution upon the signature of this Agreement by all Beneficiaries will be transferred to the beneficiary's account within 30 days.
2. Up to 25% of the estimated Erasmus+ grant contribution within 30 days from receipt of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first tranche, adjustments will be made accordingly in the second tranche.
3. Up to 15% of the estimated Erasmus+ grant contribution within 30 days of the reception of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first and/or second tranches, adjustments will be made accordingly in this third tranche.
4. 10% of the final eligible beneficiary Erasmus+ grant contribution budget within 45 days of the reception of the approval of the Executive Agency to the final report and the financial statements drawn up in accordance with the forms provided by the Coordinator.

The payment of each of the above mentioned payments is subject to:

- a. the receipt of such funds by the Coordinator from the Executive Agency,
- b. the expenditure report of the beneficiary which documents the grant money has been spent for the project, and,
- c. the receipt of a written payment request that is in line with the breakdown of payments above (e.g. 50% for first tranche, up to 25% for the second tranche, and up to 15% for the third tranche of the Beneficiary's budget) from the Beneficiary.

5.3 The Beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the Project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the

Beneficiary will be reimbursed to the Coordinator at the latest 30 days after the end of the Project's contractual period.

5.4 The Coordinator can reassign project tasks if the beneficiary is not able to complete their project tasks. This decision will be made by either by consensual agreement between the Coordinator and the Beneficiary or via a decision by WILLIAM's Executive Board, made up of representatives of three different institutions (two in IL, 1 in EU). The Executive Board will be finalized upon at the first International kickoff meeting. The reassignment of tasks will result in a reassessment of the Beneficiary's budget with a summary of the change being added via an appendix to this agreement and signed and dated by the Coordinator and legal representatives of the Coordinating institution. A summary of this change and the reassessment of the budget will be forwarded to the Beneficiary and the Executive Agency.

5.5 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the Project, the Beneficiary responsible for the expenditure declared ineligible by the Executive Agency will reimburse the corresponding amount to the Coordinator.

5.6 The Beneficiary shall pay the bank costs of financial transfers of money from the Coordinator's account to the Beneficiary's account. This amount will be subtracted from their payment.

Article 6 Reporting

6.1 The Coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the Beneficiary commits to provide the Coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

6.2 The Coordinator shall provide the Beneficiary with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO with the Project Exchange rate being used for this declaration.

6.3 The Beneficiary shall keep a record of any expenditure/activity incurred under the Project and all proofs and related documents for a period of 7 years after the payment of the final balance under the Grant Agreement. The Beneficiary shall provide the Coordinator a copy of any such record, proof or related documents upon its request. 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.

Article 7 Budgetary and Financial Management

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

7.2 For the implementation of the Project and the Beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the Parties will apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant.

gl.

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

7.4 The Beneficiary confirms that it respects the social and labour legislation of their country regarding the costs of staff contributing to the Project.

7.5 The Beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in Project activities.

Article 8 General Administrative Provisions

8.1 Any important Project related communication between the parties shall be done in writing and addressed to the appointed Project manager of the Beneficiary, as per the details below:

For the Coordinator:

Name: Dr. Yael Israel-Cohen

Address: Elie Weisel St. 2, Rishon Lezion 7579806

Email Address: ycohen@colman.ac.il

Phone Numbers: Cell: ++972-547500472

For the Beneficiary: the Beneficiary Contact information is detailed below:

Name of Contact Person for Beneficiary Institution: Rasmus Benke-Aberg

Address: Rue Joseph II 10, 1000 Brussels, Belgium

Email Address: director@esn.org

Phone Numbers: Office Cell: 0032 470 50 60 02

Name of Financial Manager for Project (If different from above) Tim Bastiaens, treasurer@esn.org.

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

Article 9 Promotion and Visibility

9.1 The Coordinator and the Beneficiary shall ensure adequate promotion of the Project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the Project.

9.2 Any notice or publication by the Project, including at a conference or a seminar, must specify that the Project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

Article 10 Confidentiality and Data Protection

10.1 The Coordinator and the Beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the Action.

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

Article 11

Ownership and Property Rights

11.1 The ownership of all Project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the Action, shall be vested in the beneficiaries, in compliance with Article I.7 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the Project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

11.3 All Background IP used in connection with the Project shall remain the property of the Beneficiary introducing the same.

11.4 To the extent that one Beneficiary makes Background IP available for use by the other party during the course of the Project, the Beneficiary introducing the Background IP hereby grants a non-exclusive, non-transferable, royalty-free licence to the other Beneficiary to use such Background IP for the duration of the Project and for the sole purpose of carrying out the Project.

11.5 All outputs of the Project are available for internal teaching and research purposes by each or all of the Beneficiaries and in on-line research activities applying the visibility protocol for ERASMUS+ projects as stated in Article 9.

Article 12

Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

12.2 The Coordinator shall not be liable for any damage caused or sustained by the Beneficiary, including any damage caused to third parties as a consequence of or during the implementation of the Action. The liability of the Beneficiary is limited to the amount received by the Beneficiary pursuant to the Grant Agreement and excludes liability for consequential and indirect losses.

12.3 Except in cases of force majeure, the Beneficiary shall compensate the Coordinator for any damage sustained by it as a result of the implementation of the Action or because the Action was not implemented or implemented poorly, partially or late and only up to the amount received pursuant to the Grant Agreement.

Article 13

Conflict of Interest

13.1 The Coordinator and the Beneficiary 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.

22.

13.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the Coordinator without delay, and the Beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

13.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

13.4 The Coordinator will inform the Executive Agency of any conflict of interest as provided for in Article II.4 of the Grant Agreement.

Article 14 Working Language

14.1 The working language of the partnership shall be English.

14.2 Both parties commit in allocating to the Project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 15 Conflict Resolution

15.1 In case of conflict between the Project's partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 Disputes should be addressed in writing to the Project Executive Board (i.e. body consisting of representatives from three Project partners: two from Israel, one from EU), that will try to mediate in order to resolve the conflict. The National Erasmus+ Office should be advised and consulted on any conflicts.

15.3 The Project executive board if necessary, will recommend a resolution to the conflict and their recommendation will be considered binding by the parties involved. Conflicting parties have the right to appeal the decision to the coordinator. The dispute will then be resolved via consultation with the National ERASMUS+ Office or the Project Officer of the Executive Agency.

15.4 All resolutions of the conflict will conform to the Articles and annexes of the contract agreement with the Executive Agency and guidelines for project and financial management.

Article 16 Applicable Law and Jurisdiction

16.1 This Agreement is governed by Israeli law, being the law of the Coordinator's country.

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

16.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

16.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

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

Article 17 **Termination of the Agreement**

17.1 Termination of this Agreement shall be in accordance with Article II.16 of the Grant Agreement.

17.2 In the event that the Beneficiary fails to perform any obligations under the present Agreement or the Grant Agreement, the Coordinator may terminate its participation in the Project, upon formal written authorisation by the Executive Agency.

17.3 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.

17.4 The Beneficiary may terminate its participation in the Project by providing 3 months' formal written notification, providing all financial and reporting documents required and meeting all financial obligations up through the date of the termination of participation.

Article 18 ***Force Majeure***

18.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

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

Article 19 **Amendments**

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

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

Article 20

Annexes

The following Annexes to this agreement constitute an integral part hereof:

- Annex I : Institutional Bank Account Information
- Annex II : Beneficiary's Estimated Project Budget
- Annex III: Link to the Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.
- Annex IV: Links to the Guidelines for the Use of the Grant and reporting
- Annex V: Beneficiary's Signed Mandate

[Signature page to follow]

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

Done in: Rishon Lezion, Israel

Date: 15.1.2019

Name: Oren Kaplan

Title: President

Signature: _____

**College of Management
Academic Studies
Rishon LeZion, ISRAEL
B.N. 513591222**

For the Beneficiary
The legal representative/s

Done in: Brussels, Belgium

Date: 7th of January 2019

Name: Joao Pinto

Title: President

Signature: _____

Annex I
Institutional Bank Account

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

Name and Address of the Account Holder:	ESN IVZW Rue Joseph II 120 1000 Brussels Belgium
Name of Bank:	ING Bruxelles Arts
Address of Bank:	Avenue des Arts 26, 1040 Etterbeek, Belgium
IBAN - International Bank or Account Number:	BE32390080136102
Bank or Swift Code:	BBRUBEBB

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 Agreement.

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 Agreement: This amount reflects the maximum amount only and is dependent upon eligible documentation of expenses related to project activities only.

THIS PAGE MUST BE SIGNED BY THE LEGAL REPRESENTATIVE AND HAVE THE LEGAL STAMP OF YOUR INSTITUTION

The legal representative/s

Date: 01 JANUARY 2019

Name: Joao Pinto
Title: President

Signature: 

ERASMUS STUDENT NETWORK AISBL
Rue Joseph II 120, 1000 Brussels
Tel.: +32(0)22 567 427
www.esn.org - secretariat@esn.org

Annex II
Budget/Expenditure/Co-financing Breakdown per Partner and Budget Category (in EUR)

	Amount in EURO
Staff Costs	27,642.00
Travel Costs	10,290.00
Costs of Stay	24,720.00
Equipment Costs	-
Subcontracting	-
TOTAL	62,652.00

Annex III**Link the Grant Agreement and its Annexes****[Click here for link](#)**

Annex IV

Link to Guidelines for the Use of the Grant

[Click here for link](#)

Please note that the above link is to the 2017 Guidelines as the 2018 Guidelines are not yet available. The 2018 Guidelines are expected to be similar to the prior year and will be distributed when available.

Reporting

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-the-field-of-higher-education_en

Annex V: Signed Mandate of Beneficiary

MANDATE¹

I, the undersigned,

João Pinto,

representing,

Erasmus Student network (ESN)
Non-profit organisation
Registration number: 0876.728.263
Rue Joseph II 120, 1000 Belgium
VAT number: BE.0876.728.263
PIC number: 250261568

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement (*Welcome in Israel as a Leading and Learning IAH Assistance and Management tool - WILLIAM*) (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency") hereby:

1. Mandate

The College of Management Academic Studies, COMAS
Private Institution
Official registration No: 513591222
Elie Weisel St. 2, Roshon LeZion, 7579805
VAT number: 513591222
PIC number: 996842042

represented by Oren Kaplan, President
(hereinafter referred to as "the coordinator")

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil his obligations under the grant agreement, and in particular, to provide to the coordinator, on his request, whatever documents or information may be required.

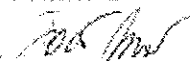
I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE:

João Pinto

President of ESN



Done at Brussels, 15 January 2018

¹ One copy of this Annex shall be included for each beneficiary except for the coordinator.

² If the signatory is not the Rector/President of the Higher Education Institution (or Vice Rector, Vice President/Chancellor, Vice-Chancellor), a specific project-related statement signed by the Rector/President must be provided authorising the signatory person to commit the whole institution.



Education, Audiovisual and Culture Executive Agency

Partnership Agreement

Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM

WILLIAM project number: 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP

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

The College of Management Academic Studies (COMAS),
Elie Weisel St. 2, Rishon LeZion, 7579806, Israel

hereinafter referred to as the “Coordinator”, represented for the purposes of signature of the Agreement by Prof. Oren Kaplan, President, the legal representative as defined in the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP (attached here in Annex III).

and the following beneficiary

Management Center Innsbruck (MCI)
Universitätsstr. 15, 6020 Innsbruck, Austria

hereinafter referred to as the “Beneficiary” or “Partner”, represented for the purposes of signature of this Agreement by Dr. Andreas Altmann, Rector, its authorized representative, according to the Mandate previously signed and attached to the Grant Agreement (Signed Mandate is attached in Annex V).

The parties hereby have agreed as follows:

Article 1

Subject of the Partnership Agreement

1.1 This Partnership Agreement, together with its Annexes listed in Article 20 below, defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ CBHE JP action [**Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM**] (hereinafter referred to as the “Project”).

1.2 The Coordinator and the Beneficiary undertake to do everything in their power to carry out the work programme forming the subject of this Partnership Agreement, which falls within the framework of the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP, concluded between the Coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the “Executive Agency”), related to the Project, attached via link as **Annex III** hereto (hereinafter referred to as the “Grant Agreement”).

1.3 The subject matter of this Partnership 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.

1.4 The Coordinator and the Beneficiary shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2

Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the Coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

Article 3

Obligations and Responsibilities

3.1 General obligations and role of the Beneficiary (including the Coordinator).

The Beneficiary:

- (a) is responsible for carrying out the activities attributed to him and described in the Grant Agreement and approved application, working to the best of its abilities to achieve the defined results and taking full responsibility for its work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) is responsible for complying with any legal obligations incumbent on it;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the Project.
- (f) shall make appropriate internal arrangements for the proper implementation of the action, consistent with the provisions of the Grant Agreement including the Special Conditions and General Conditions.

3.2 Specific obligations and role of the Coordinator.

The Coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the Project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the 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 the Beneficiary, transfer funds to the Beneficiary without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The Coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the Beneficiary, as per the dispositions of Article I.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 Agency following report assessment and field monitoring visits.
- (k) Before submitting the final report to the Agency, provide the Beneficiary with the copy of their budget for their records.

3.3 Specific obligations and role of the beneficiary (excluding the Coordinator).

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, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the Coordinator with any other information or documents it may require and which are necessary for the management of the Project;
- (e) notify the Coordinator of any event likely to substantially affect or delay the implementation of the Action, as well as of any important deviation of the Project (e.g. replacement of the Project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the Coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.
- (g) inform the Coordinator of any discrepancy that they discover in their final budget within 7 days of receiving it for review.
- (h) accept the final budget submitted in the Project's final report as the maximum amount of grant money that the Beneficiary can receive for the project, pending upon The Executive Agency's eligibility check of the Project's final budget.

Article 4

Financing the Action

4.1 The maximum Erasmus+ grant contribution to the Project for the contractual period covered by the Grant Agreement amounts to 985.381,00 € and shall take the form as stipulated in Annex III of the Grant Agreement.

- 4.2 The Erasmus+ grant contribution is awarded to the partnership under the form of:
- a "*reimbursement of actual costs*" for Equipment and Subcontracting costs
 - a "*unit contribution*" to the costs incurred for Staff costs, Travel costs and costs of Stay
 - a "*unit contribution*" to support the activities implemented under the Special Mobility Strand

4.3 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.

4.4 Full details of the Beneficiary's estimated budget breakdown is given in Annex II of this Agreement.

Article 5 Payment Arrangements

5.1 The Coordinator will transfer the part of the Erasmus+ grant contribution corresponding to the Beneficiary using the details of the bank account stipulated in Annex I of this Agreement.

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

The Coordinator will transfer to the account of the Beneficiary the estimated Erasmus+ grant contribution identified under Annex II of this Agreement, in the following way:

1. 50% of the estimated Erasmus+ grant contribution upon the signature of this Agreement by all Beneficiaries will be transferred to the beneficiary's account within 30 days.
2. Up to 25% of the estimated Erasmus+ grant contribution within 30 days from receipt of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first tranche, adjustments will be made accordingly in the second tranche.
3. Up to 15% of the estimated Erasmus+ grant contribution within 30 days of the reception of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first and/or second tranches, adjustments will be made accordingly in this third tranche.
4. 10% of the final eligible beneficiary Erasmus+ grant contribution budget within 45 days of the reception of the approval of the Executive Agency to the final report and the financial statements drawn up in accordance with the forms provided by the Coordinator.

The payment of each of the above mentioned payments is subject to:

- a. the receipt of such funds by the Coordinator from the Executive Agency,
- b. the expenditure report of the beneficiary which documents the grant money has been spent for the project, and,
- c. the receipt of a written payment request that is in line with the breakdown of payments above (e.g. 50% for first tranche, up to 25% for the second tranche, and up to 15% for the third tranche of the Beneficiary's budget) from the Beneficiary.

5.3 The Beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the Project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the

Beneficiary will be reimbursed to the Coordinator at the latest 30 days after the end of the Project's contractual period.

5.4 The Coordinator can reassign project tasks if the beneficiary is not able to complete their project tasks. This decision will be made by either by consensual agreement between the Coordinator and the Beneficiary or via a decision by WILLIAM's Executive Board, made up of representatives of three different institutions (two in IL, 1 in EU). The Executive Board will be finalized upon at the first International kickoff meeting. The reassignment of tasks will result in a reassessment of the Beneficiary's' budget with a summary of the change being added via an appendix to this agreement and signed and dated by the Coordinator and legal representatives of the Coordinating institution. A summary of this change and the reassessment of the budget will be forwarded to the Beneficiary and the Executive Agency.

5.5 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the Project, the Beneficiary responsible for the expenditure declared ineligible by the Executive Agency will reimburse the corresponding amount to the Coordinator.

5.6 The Beneficiary shall pay the bank costs of financial transfers of money from the Coordinator's account to the Beneficiary's account. This amount will be subtracted from their payment.

Article 6

Reporting

6.1 The Coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the Beneficiary commits to provide the Coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

6.2 The Coordinator shall provide the Beneficiary with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO with the Project Exchange rate being used for this declaration.

6.3 The Beneficiary shall keep a record of any expenditure/activity incurred under the Project and all proofs and related documents for a period of 7 years after the payment of the final balance under the Grant Agreement. The Beneficiary shall provide the Coordinator a copy of any such record, proof or related documents upon its request. 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.

Article 7

Budgetary and Financial Management

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

7.2 For the implementation of the Project and the Beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the Parties will apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant.

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

7.4 The Beneficiary confirms that it respects the social and labour legislation of their country regarding the costs of staff contributing to the Project.

7.5 The Beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in Project activities.

Article 8 General Administrative Provisions

8.1 Any important Project related communication between the parties shall be done in writing and addressed to the appointed Project manager of the Beneficiary, as per the details below:

For the Coordinator:

Name: Dr. Yael Israel-Cohen

Address: Elie Weisel St. 2, Rishon Lezion 7579806

Email Address: ycohen@colman.ac.il

Phone Numbers: Cell: ++972-547500472

For the Beneficiary: the Beneficiary Contact information is detailed below:

Name of Contact Person for Beneficiary Institution: Dr. Susanne Lichtmannegger__

Address: Universitätsstr. 15, 6020 Innsbruck, Austria

Email Address: Susanne.lichtmannegger@mci.edu

Phone Numbers: Office Cell: +43 512 2070 1610

Name of Financial Manager for Project (If different from above) Susanne Fiedler

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

Article 9 Promotion and Visibility

9.1 The Coordinator and the Beneficiary shall ensure adequate promotion of the Project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the Project.

9.2 Any notice or publication by the Project, including at a conference or a seminar, must specify that the Project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

Article 10 Confidentiality and Data Protection

10.1 The Coordinator and the Beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the Action.

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

Article 11

Ownership and Property Rights

11.1 The ownership of all Project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the Action, shall be vested in the beneficiaries, in compliance with Article I.7 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the Project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

11.3 All Background IP used in connection with the Project shall remain the property of the Beneficiary introducing the same.

11.4 To the extent that one Beneficiary makes Background IP available for use by the other party during the course of the Project, the Beneficiary introducing the Background IP hereby grants a non-exclusive, non-transferable, royalty-free licence to the other Beneficiary to use such Background IP for the duration of the Project and for the sole purpose of carrying out the Project.

11.5 All outputs of the Project are available for internal teaching and research purposes by each or all of the Beneficiaries and in on-line research activities applying the visibility protocol for ERASMUS+ projects as stated in Article 9.

Article 12

Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

12.2 The Coordinator shall not be liable for any damage caused or sustained by the Beneficiary, including any damage caused to third parties as a consequence of or during the implementation of the Action. The liability of the Beneficiary is limited to the amount received by the Beneficiary pursuant to the Grant Agreement and excludes liability for consequential and indirect losses.

12.3 Except in cases of force majeure, the Beneficiary shall compensate the Coordinator for any damage sustained by it as a result of the implementation of the Action or because the Action was not implemented or implemented poorly, partially or late and only up to the amount received pursuant to the Grant Agreement.

Article 13

Conflict of Interest

13.1 The Coordinator and the Beneficiary must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

13.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the Coordinator without delay, and the Beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

13.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

13.4 The Coordinator will inform the Executive Agency of any conflict of interest as provided for in Article II.4 of the Grant Agreement.

Article 14 Working Language

14.1 The working language of the partnership shall be English.

14.2 Both parties commit in allocating to the Project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 15 Conflict Resolution

15.1 In case of conflict between the Project's partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 Disputes should be addressed in writing to the Project Executive Board (i.e. body consisting of representatives from three Project partners: two from Israel, one from EU), that will try to mediate in order to resolve the conflict. The National Erasmus+ Office should be advised and consulted on any conflicts.

15.3 The Project executive board if necessary, will recommend a resolution to the conflict and their recommendation will be considered binding by the parties involved. Conflicting parties have the right to appeal the decision to the coordinator. The dispute will then be resolved via consultation with the National ERASMUS+ Office or the Project Officer of the Executive Agency.

15.4 All resolutions of the conflict will conform to the Articles and annexes of the contract agreement with the Executive Agency and guidelines for project and financial management.

Article 16 Applicable Law and Jurisdiction

16.1 This Agreement is governed by Israeli law, being the law of the Coordinator's country.

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

16.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

16.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

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

Article 17 **Termination of the Agreement**

17.1 Termination of this Agreement shall be in accordance with Article II.16 of the Grant Agreement.

17.2 In the event that the Beneficiary fails to perform any obligations under the present Agreement or the Grant Agreement, the Coordinator may terminate its participation in the Project, upon formal written authorisation by the Executive Agency.

17.3 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.

17.4 The Beneficiary may terminate its participation in the Project by providing 3 months' formal written notification, providing all financial and reporting documents required and meeting all financial obligations up through the date of the termination of participation.

Article 18 ***Force Majeure***

18.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

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

Article 19 **Amendments**

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

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

Article 20

Annexes

The following Annexes to this agreement constitute an integral part hereof:

- Annex I : Institutional Bank Account Information
- Annex II : Beneficiary's Estimated Project Budget
- Annex III: Link to the Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.
- Annex IV: Links to the Guidelines for the Use of the Grant and reporting
- Annex V: Beneficiary's Signed Mandate

[Signature page to follow]

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

Done in: Rishon Lezion, Israel

Date: 15.1.2019

Name: Oren Kaplan

Title: President

Signature: College of Management

Academic Studies
Rishon LeZion, ISRAEL
B.N. 513591222

For the Beneficiary
The legal representative/s

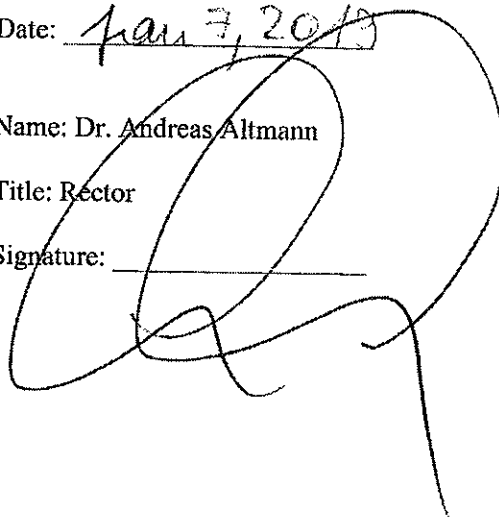
Done in: Innsbruck, Austria

Date: Jan 7, 2019

Name: Dr. Andreas Altmann

Title: Rector

Signature: _____



Annex I
Institutional Bank Account

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

Name and Address of the Account Holder:	Management Center Innsbruck
Name of Bank:	Volksbank Tirol AG
Address of Bank:	Meinhardstr. 1, 6020 Innsbruck
IBAN - International Bank or Account Number:	AT78 4239 0000 0003 1119
Bank or Swift Code:	VBOEATWWINN

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 Agreement.

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 Agreement: This amount reflects the maximum amount only and is dependent upon eligible documentation of expenses related to project activities only.

THIS PAGE MUST BE SIGNED BY THE LEGAL REPRESENTATIVE AND HAVE THE LEGAL STAMP OF YOUR INSTITUTION

The legal representative/s

Date: 10.07.2019

Name: Dr. Andreas Altmann

Title: Rektor

Signature: _____



Annex II
Budget/Expenditure/Co-financing Breakdown per Partner and Budget Category (in EUR)

	Amount in EURO
Staff Costs	35,928.00
Travel Costs	4,680.00
Costs of Stay	7,560.00
Equipment Costs	-
subcontracting	-
TOTAL	48,168.00

Annex III

Link to the Grant Agreement and its Annexes

[Click here for link](#)

Annex IV

Link to Guidelines for the Use of the Grant

[Click here for link](#)

Please note that the above link is to the 2017 Guidelines as the 2018 Guidelines are not yet available. The 2018 Guidelines are expected to be similar to the prior year and will be distributed when available.

Reporting

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-the-field-of-higher-education_en

Annex V: Signed Mandate of Beneficiary

MANDATE¹

I, the undersigned,

Dr. Andreas Altmann,

representing

Management Center Innsbruck (MCI)
Higher Education Institution
Official registration No: FN1557007 LG Innsbruck
Universitätsstr. 15, 6020 Innsbruck, Austria
VAT number: A-UM3486005
PIC number: 998729757

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement *Welcome In Israel as a Leading and Learning Job Assistance and Management Tool - WILLIAM* (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency") hereby:

1. Mandate

The College of Management Academic Studies, COMAS
Private Institution
Official registration No: 513591222
Elie Wiesel St. 2, Roshon LeZion, 7579806
VAT number: 513591222
PIC number: 996142042

represented by **Oren Kaplan, President**
(hereinafter referred to as "the coordinator")

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiary. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil his obligations under the grant agreement, and in particular, to provide to the coordinator, on his request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE

Dr. Andreas Altmann
Rector

Done at Innsbruck 017/06/2018



¹ One copy of this Annex shall be enclosed for each beneficiary except for the coordinator.

² If the signatory is not the Rector/President of the Higher Education Institution for Vienna, Vice-President (Chancellor, or Chancellor), a specific project-related statement signed by the Rector/President must be provided authorising the signatory person to commit the whole institution.



Education, Audiovisual and Culture Executive Agency

Partnership Agreement

Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM

WILLIAM project number: 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP

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

The College of Management Academic Studies (COMAS),
Elie Weisel St. 2, Rishon LeZion, 7579806, Israel

hereinafter referred to as the "Coordinator", represented for the purposes of signature of the Agreement by Prof. Oren Kaplan, President, the legal representative as defined in the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP (attached here in Annex III).

and the following beneficiary

Juraj Dobrila University of Pula (UNIPU)
Zagrebačka 30, 52100 Pula, Croatia

hereinafter referred to as the "Beneficiary" or "Partner", represented for the purposes of signature of this Agreement by Prof. Dr. Sc. Alfio Barbieri, Rector, its authorized representative, according to the Mandate previously signed and attached to the Grant Agreement (Signed Mandate is attached in Annex V).

The parties hereby have agreed as follows:

Article 1 Subject of the Partnership Agreement

1.1 This Partnership Agreement, together with its Annexes listed in Article 20 below, defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ CBHE JP action [**Welcome In Israel as a Leading and Learning tool for IaH Assistance and Management / WILLIAM**] (hereinafter referred to as the "Project").

1.2 The Coordinator and the Beneficiary undertake to do everything in their power to carry out the work programme forming the subject of this Partnership Agreement, which falls within the framework of the Grant Agreement 597904-EPP-1-2018-1-IL-EPPKA2-CBHE-JP, concluded between the Coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), related to the Project, attached via link as **Annex III** hereto (hereinafter referred to as the "Grant Agreement").

1.3 The subject matter of this Partnership 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.

1.4 The Coordinator and the Beneficiary shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2 Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the Coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

Article 3 Obligations and Responsibilities

3.1 General obligations and role of the Beneficiary (including the Coordinator).

The Beneficiary:

- (a) is responsible for carrying out the activities attributed to him and described in the Grant Agreement and approved application, working to the best of its abilities to achieve the defined results and taking full responsibility for its work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) is responsible for complying with any legal obligations incumbent on it;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the Project.
- (f) shall make appropriate internal arrangements for the proper implementation of the action, consistent with the provisions of the Grant Agreement including the Special Conditions and General Conditions.

3.2 Specific obligations and role of the Coordinator.

The Coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the Project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the 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 the Beneficiary, transfer funds to the Beneficiary without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The Coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the Beneficiary, as per the dispositions of Article I.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 Agency following report assessment and field monitoring visits.
- (k) Before submitting the final report to the Agency, provide the Beneficiary with the copy of their budget for their records.

3.3 Specific obligations and role of the beneficiary (excluding the Coordinator).

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, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the Coordinator with any other information or documents it may require and which are necessary for the management of the Project;
- (e) notify the Coordinator of any event likely to substantially affect or delay the implementation of the Action, as well as of any important deviation of the Project (e.g. replacement of the Project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the Coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.
- (g) inform the Coordinator of any discrepancy that they discover in their final budget within 7 days of receiving it for review.
- (h) accept the final budget submitted in the Project's final report as the maximum amount of grant money that the Beneficiary can receive for the project, pending upon The Executive Agency's eligibility check of the Project's final budget.

Article 4

Financing the Action

4.1 The maximum Erasmus+ grant contribution to the Project for the contractual period covered by the Grant Agreement amounts to 985.381,00 € and shall take the form as stipulated in Annex III of the Grant Agreement.

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

- a *"reimbursement of actual costs"* for Equipment and Subcontracting costs
- a *"unit contribution"* to the costs incurred for Staff costs, Travel costs and costs of Stay
- a *"unit contribution"* to support the activities implemented under the Special Mobility Strand

4.3 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.

4.4 Full details of the Beneficiary's estimated budget breakdown is given in Annex II of this Agreement.

Article 5 Payment Arrangements

5.1 The Coordinator will transfer the part of the Erasmus+ grant contribution corresponding to the Beneficiary using the details of the bank account stipulated in Annex I of this Agreement.

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

The Coordinator will transfer to the account of the Beneficiary the estimated Erasmus+ grant contribution identified under Annex II of this Agreement, in the following way:

1. 50% of the estimated Erasmus+ grant contribution upon the signature of this Agreement by all Beneficiaries will be transferred to the beneficiary's account within 30 days.
2. Up to 25% of the estimated Erasmus+ grant contribution within 30 days from receipt of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first tranche, adjustments will be made accordingly in the second tranche.
3. Up to 15% of the estimated Erasmus+ grant contribution within 30 days of the reception of the necessary proofs and reports of expenditure/activity covering the amount of advance payment(s) already made drawn up in accordance with the forms provided by the Coordinator. In the case of grant "reserves" from the first and/or second tranches, adjustments will be made accordingly in this third tranche.
4. 10% of the final eligible beneficiary Erasmus+ grant contribution budget within 45 days of the reception of the approval of the Executive Agency to the final report and the financial statements drawn up in accordance with the forms provided by the Coordinator.

The payment of each of the above mentioned payments is subject to:

- a. the receipt of such funds by the Coordinator from the Executive Agency,
- b. the expenditure report of the beneficiary which documents the grant money has been spent for the project, and,
- c. the receipt of a written payment request that is in line with the breakdown of payments above (e.g. 50% for first tranche, up to 25% for the second tranche, and up to 15% for the third tranche of the Beneficiary's budget) from the Beneficiary.

5.3 The Beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the Project, and in accordance with the terms and provisions of the present Agreement and

the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the Beneficiary will be reimbursed to the Coordinator at the latest 30 days after the end of the Project's contractual period.

5.4 The Coordinator can reassign project tasks if the beneficiary is not able to complete their project tasks. This decision will be made by either by consensual agreement between the Coordinator and the Beneficiary or via a decision by WILLIAM's Executive Board, made up of representatives of three different institutions (two in IL, 1 in EU). The Executive Board will be finalized upon at the first International kickoff meeting. The reassignment of tasks will result in a reassessment of the Beneficiary's' budget with a summary of the change being added via an appendix to this agreement and signed and dated by the Coordinator and legal representatives of the Coordinating institution. A summary of this change and the reassessment of the budget will be forwarded to the Beneficiary and the Executive Agency.

5.5 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the Project, the Beneficiary responsible for the expenditure declared ineligible by the Executive Agency will reimburse the corresponding amount to the Coordinator.

5.6 The Beneficiary shall pay the bank costs of financial transfers of money from the Coordinator's account to the Beneficiary's account. This amount will be subtracted from their payment.

Article 6 Reporting

6.1 The Coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the Beneficiary commits to provide the Coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

6.2 The Coordinator shall provide the Beneficiary with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO with the Project Exchange rate being used for this declaration.

6.3 The Beneficiary shall keep a record of any expenditure/activity incurred under the Project and all proofs and related documents for a period of 7 years after the payment of the final balance under the Grant Agreement. The Beneficiary shall provide the Coordinator a copy of any such record, proof or related documents upon its request. 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.

Article 7 Budgetary and Financial Management

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

7.2 For the implementation of the Project and the Beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the Parties will apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant.

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

7.4 The Beneficiary confirms that it respects the social and labour legislation of their country regarding the costs of staff contributing to the Project.

7.5 The Beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in Project activities.

Article 8 General Administrative Provisions

8.1 Any important Project related communication between the parties shall be done in writing and addressed to the appointed Project manager of the Beneficiary, as per the details below:

For the Coordinator:

Name: Dr. Yael Israel-Cohen

Address: Elie Weisel St. 2, Rishon Lezion 7579806

Email Address: ycohen@colman.ac.il

Phone Numbers: Cell: ++972-547500472

For the Beneficiary: the Beneficiary Contact information is detailed below:

Name of Contact Person for Beneficiary Institution: ALFIO BARBIERI

Address: ZAGREBAČKA 30, 52100 PULA, CROATIA

Email Address: URED@UNIPU.HR

Phone Numbers: Office Cell: +385 52 377 557

Name of Financial Manager for Project (If different from above) DR. SC. IVONA PETERNEL
Head of the Office for Partnership and Projects

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

Article 9 Promotion and Visibility

9.1 The Coordinator and the Beneficiary shall ensure adequate promotion of the Project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the Project.

9.2 Any notice or publication by the Project, including at a conference or a seminar, must specify that the Project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

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10.1 The Coordinator and the Beneficiary 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.

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11.1 The ownership of all Project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the Action, shall be vested in the beneficiaries, in compliance with Article I.7 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the Project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

11.3 All Background IP used in connection with the Project shall remain the property of the Beneficiary introducing the same.

11.4 To the extent that one Beneficiary makes Background IP available for use by the other party during the course of the Project, the Beneficiary introducing the Background IP hereby grants a non-exclusive, non-transferable, royalty-free licence to the other Beneficiary to use such Background IP for the duration of the Project and for the sole purpose of carrying out the Project.

11.5 All outputs of the Project are available for internal teaching and research purposes by each or all of the Beneficiaries and in on-line research activities applying the visibility protocol for ERASMUS+ projects as stated in Article 9.

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Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

12.2 The Coordinator shall not be liable for any damage caused or sustained by the Beneficiary, including any damage caused to third parties as a consequence of or during the implementation of the Action. The liability of the Beneficiary is limited to the amount received by the Beneficiary pursuant to the Grant Agreement and excludes liability for consequential and indirect losses.

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14.1 The working language of the partnership shall be English.

14.2 Both parties commit in allocating to the Project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

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15.1 In case of conflict between the Project's partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 Disputes should be addressed in writing to the Project Executive Board (i.e. body consisting of representatives from three Project partners: two from Israel, one from EU), that will try to mediate in order to resolve the conflict. The National Erasmus+ Office should be advised and consulted on any conflicts.

15.3 The Project executive board if necessary, will recommend a resolution to the conflict and their recommendation will be considered binding by the parties involved. Conflicting parties have the right to appeal the decision to the coordinator. The dispute will then be resolved via consultation with the National ERASMUS+ Office or the Project Officer of the Executive Agency.

15.4 All resolutions of the conflict will conform to the Articles and annexes of the contract agreement with the Executive Agency and guidelines for project and financial management.

Article 16 Applicable Law and Jurisdiction

16.1 This Agreement is governed by Israeli law, being the law of the Coordinator's country.

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

16.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

16.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

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

Article 17 **Termination of the Agreement**

17.1 Termination of this Agreement shall be in accordance with Article II.16 of the Grant Agreement.

17.2 In the event that the Beneficiary fails to perform any obligations under the present Agreement or the Grant Agreement, the Coordinator may terminate its participation in the Project, upon formal written authorisation by the Executive Agency.

17.3 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.

17.4 The Beneficiary may terminate its participation in the Project by providing 3 months' formal written notification, providing all financial and reporting documents required and meeting all financial obligations up through the date of the termination of participation.

Article 18 ***Force Majeure***

18.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

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

Article 19 **Amendments**

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

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

Article 20
Annexes

The following Annexes to this agreement constitute an integral part hereof:

- Annex I : Institutional Bank Account Information
- Annex II : Beneficiary's Estimated Project Budget
- Annex III: Link to the Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.
- Annex IV: Links to the Guidelines for the Use of the Grant and reporting
- Annex V: Beneficiary's Signed Mandate

[Signature page to follow]

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

Done in: Rishon Lezion, Israel

Date: 5.2.2019

Name: Oren Kaplan

Title: President

Signature: _____

PROF. OREN KAPLAN
PRESIDENT
College of Management
Academic Studies, ISRAEL

For the Beneficiary
The legal representative/s

Done in: PULA

Date: 30.01.2019.

CLASS: 605-01/19-01/05

REG. NO.: 380-01-19-1

Name: Alfio Barbieri

Title: Rector

Signature: _____



Annex I
Institutional Bank Account

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

Name and Address of the Account Holder:	JURAJ DOBRIĆA UNIVERSITY OF PULA, ZAGREBAČKA 30, 52100 PULA
Name of Bank:	PRIVREDNA BANKA ZAGREB d.d.
Address of Bank:	RADNIČKA CESTA 50, 10000 ZAGREB
IBAN - International Bank or Account Number:	HR 1923600001101931377
Bank or Swift Code:	PBZGHR2X

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 Agreement.

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 Agreement: This amount reflects the maximum amount only and is dependent upon eligible documentation of expenses related to project activities only.

THIS PAGE MUST BE SIGNED BY THE LEGAL REPRESENTATIVE AND HAVE THE LEGAL STAMP OF YOUR INSTITUTION

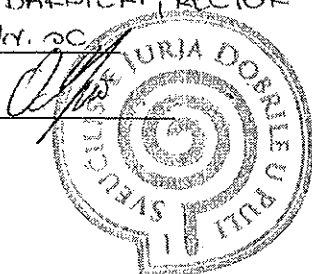
The legal representative/s

Date: 30.01.2019.

Name: ALFIO BARBIERI, RECTOR

Title: prof. dr. sc.

Signature: _____



Annex II
Budget/Expenditure/Co-financing Breakdown per Partner and Budget Category (in EUR)

	Amount in EURO
Staff Costs	14,514.00
Travel Costs	4,870.00
Costs of Stay	7,320.00
Equipment Costs	-
subcontracting	-
TOTAL	26,704.00

Annex III

Link to the Grant Agreement and its Annexes

[Click here for link](#)

Annex IV

Link to Guidelines for the Use of the Grant

[Click here for link](#)

Please note that the above link is to the 2017 Guidelines as the 2018 Guidelines are not yet available. The 2018 Guidelines are expected to be similar to the prior year and will be distributed when available.

Reporting

https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/capacity-building-in-the-field-of-higher-education_en

Annex V: Signed Mandate of Beneficiary

MANDATE¹

I, the undersigned,

Alfio Barbieri, rector,

representing,

Juraj Dobrila University of Pula (UNIPU)
Public university
Official registration No: 2161753
Zagrebačka 30, 52100 Pula, Croatia
VAT number: 51738073226
PIC number: 954366435

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement (*Welcome in Croatia as a Leading and Learning IAH Assistance and Management tool - WILLIAM*) (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency") hereby:

1. Mandate

The College of Management Academic Studies, COMAS
Private institution
Official registration No: 513591222
Ribe Walsel et. Z, Ravshan Leslan, 7579806
VAT number: 513591222
PIC number: 996942042

represented by **Oren Kaplan, President**
(hereinafter referred to as "the coordinator")

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfill his obligations under the grant agreement, and in particular, to provide to the coordinator, on his request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE²

prof.dr.sc. Alfio Barbieri

Rector

(Signature and stamp)

Done at Pula, 17/01/2018.

¹ One copy of this Annex shall be included for each beneficiary except for the coordinator.

² If the signatory is not the Rector/President of the Higher Education Institution (or Vice Rector, Vice-President/Chancellor, Vice-Chancellor), a specific project-related statement signed by the Rector/President must be provided authorizing the signatory person to represent the whole institution.