

Partner Agreement Contract

Name of the project:
Strategic Alignment of Electrical and Information Engineering in European Higher Education Institutions.

Agreement Number: 2012 – 4434 / 001 – 001

Project Reference No. 527877-LLP-I-2012-I-UK-ERASMUS-ENW

This contract is made and entered into by and between

The University of York

whose registered office is at
**Heslington Hall, University of York, York,
England, YO10 5DD, United Kingdom**

hereinafter referred to as Contractor. For the purposes of this Contract the Project Coordinator is
Anthony Ward,
and

Federal State Budgetary Educational Institution of Higher Professional Education “Saint-Petersburg State University”

whose registered office is at
University emb.7/9, St.Petersburg, 199034, Russia

represented by Senior Vice-Rector for Academic Affairs and Research
Prof. Igor Gorlinsky,
acting on the basis of Proxy, dated 26.12.2013 № 28-21-204,

hereinafter referred to as Partner.

Whereas, within the framework of the Education, Audiovisual and Culture Executive Agency (**ERASMUS, Lifelong Learning Programme**) the Contractor has concluded an agreement with the Commission of the European Communities (hereinafter referred to as Commission) for the Project called **SALEIE, Strategic Alignment of Electrical and Information Engineering in European Higher Education Institutions** (hereinafter referred to as Project). This agreement (hereinafter called CEC Contract) shall form an integral part of the present Contract.

The Contractor and the Partner shall be bound by the terms and conditions of the CEC Contract Education, Audiovisual and Culture Executive Agency (ERASMUS, Lifelong Learning Programme), Project Reference No. 527877-LLP-I-2012-I-UK-ERASMUS-ENW, Agreement Number: 2012 – 4434 / 001 – 001 signed between the University of York and the Commission on **24th** October 2012. The CEC Contract is included as Annex A of the present Contract. Annex B of the present Contract gives the scope of the project as expressed in the Workpackage descriptions.

The Contractor and the Partner shall be bound by the terms and conditions of the CEC Contract and all amendments to the CEC Contract agreed between the Contractor and the Commission.

The Contractor and the Partner have agreed to define their rights and obligations with respect to carrying out specific tasks relating to the Project as described in Annex B of this Contract. Therefore, the following is hereby agreed between the Contractor and the Partner.

Article 1. - The Objective of the present Contract

On the basis of the present Contract the Contractor and the Partner shall contribute to the achievement of the requirements of the CEC Contract together with the other parties (Partners and Subcontractors) performing the CEC Contract in accordance with the terms and conditions as stated in the present Contract.

Article 2. - The Project Period

The present Contract shall come into force on the day when it has been signed by both the Contractor and the Partner respectively but shall have retroactive effect from 1st October 2012. This Contract will cover the period up to 30th September 2015.

Article 3. - The Obligations of the Contractor and the Partner

The Contractor and the Partner shall perform and complete their share of the work under the present Contract in accordance with the requirements set out in Annexes A, and B of the present Contract. The Parties to the present Contract shall carry out the work in accordance with the timetable set out in Annex A using their best endeavours to achieve the results specified therein and shall carry out all of their responsibilities under the present Contract in accordance with recognised professional standards.

The Partner shall provide the personnel, facilities, equipment and material necessary to be able to perform and complete the Partners share of the work under this Contract.

The Partner shall carry out the work in such a way that no act or omission in relation thereto shall constitute, cause, or contribute to any breach or non-compliance by the Contractor or by any Partner or any Subcontractor of any of their respective obligations under the CEC Contract. The Partner shall impose the same contractual conditions on any consultants that the Partner engages in the Project for the undertaking of the work.

Article 4. - Allocation of Funds

The overall Project budget is shown in Annex II of the attached CEC Contract.

Travel and Subsistence costs incurred by Partners as part of approved Project activities will be reimbursed by the Contractor against an expense claim submitted according to the financial claims process shown in Annex C.

Equipment, Subcontracting and Other costs may only be spent with the prior and written approval of the Project Coordinator.

The amount of staff cost remaining after the final Project Financial Report has been accepted by the Commission shall be dispersed amongst Project Partners according to Article 6 of this Contract.

Article 5. – Partner Staff Contribution, Record Keeping and Reporting

The Contractor and the Partner shall be bound by the obligations set and instructions given for the Declaration of Expenses in the CEC Contract.

Each Partner is expected to contribute the staff hours as declared in the Project Proposal that was accepted by the EU Commission and upon which basis the CEC was awarded. The contribution for each partner is shown in Annex D.

The Partner shall keep a record of any expenditure incurred under the Project and all proofs and related documents for five years after the end of the period covered by the present Contract.

All invoices and declarations of time spent on the Project must be dated and certified as true and exact by the Official Signatory¹ of the Partner. The Contractor may reject any item of expenditure that cannot be justified in accordance with the rules set out in the Rules for Eligible Expenditure.

¹ The Official Signatory is the person within the Partner Institution who signed the Letter of Intent document. An alternative Official Signatory may be used provided a signed letter of approval of this alternative is provided.

From the date of signing of this Partner Agreement Contract, the Partner is required to present to the Project Coordinator by the month following the date of signing, a declaration of the time spend on the Project for all preceding months from the 1st October 2012, by all individuals within their Institution using the Project Timesheet². Thereafter, the Partner is required to present to the Project Coordinator by the end of the first full week of each month a declaration of the time spend on the Project for the preceding month by all individuals within their Institution using the Project Timesheet.

The Partner agrees to supply to the Project Coordinator all the information that the latter finds necessary to ask for concerning the implementation of the present Contract.

The Project Coordinator shall provide the Partner with forms for the Declaration of Expenses and the respective instructions for the filling of them.

The Partner shall promptly inform the Project Coordinator of any delay in the performance of the activities undertaken by the Partner under the present Contract.

A Final Report on the Project activities, including a final Declaration of Expenditure, must be submitted by the Partner to the Project Coordinator no later than (10) days after the end of the period covered by the Contract.

Upon request the Partner shall make available any documentation on Project finance and activities required by the Commission.

Article 6. – Disbursement of Residual Staff Cost

Upon acceptance of the final Project and Financial Report by the EU Commission the residual staff cost will be disbursed proportional to the time contribution of all Project Partners as shown by their staff time declaration (see Article 5 of this Contract). Allocation of Project funding to the Partner is subject to receipt by the Project Coordinator of the respective Project funding from the Commission.

Declarations of Expenditure shall be made in Euro and the Contractor shall make the payments stipulated above in Euro. The final payment, after the Final Report has been accepted by the Commission, will be paid to the Partner in Euro.

Article 7. - Termination

In the event that the Partner fails to perform any obligations under the present Contract or the CEC Contract and does not remedy such failure within 30 days after having received a notice in writing from the Contractor specifying the failure and requiring such remedy, then without prejudice to any other rights or remedies, the Contractor shall be entitled to terminate the present Contract forthwith, without the application of any juridical procedures, by notice in writing to the Partner.

If the Partner or the Contractor breaches the terms of the present Contract, the other party shall have the right to terminate this Contract.

Either party to this Contract shall have the right to terminate this Contract if the other party is insolvent or enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors.

The Contractor shall have the right to terminate the present Contract if a change in the bye-laws or composition of the Partner affects the conditions for developing the Project.

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

² The Project Timesheet will be provided by the Project Coordinator.

Article 8. - Damages for Non-performance

If the present Contract is terminated for the reason that the Partner fails to perform its obligations under the present Contract, the rights and licences granted to the Partner pursuant to this Contract shall cease immediately, and the Partner shall forfeit the right to reimbursement for obligations performed.

Furthermore, if the Contract is terminated by the Contractor due to non-performance of obligations by the Partner, the Partner shall be responsible for and pay any direct cost increase resulting from the necessity to remedy the Partners breach of responsibilities and to assign the tasks of the Partner as specified in the present Contract to one or several parties.

Article 9. - Liability

The Partner shall be solely liable for any loss, destruction, damage, death or injury to the persons or property of the Partner or of the Partners employees or of third parties resulting directly or indirectly from performance of the work under the present Contract.

The Partner shall indemnify the Contractor and any other partner against any claim made against or liability incurred by the Contractor in respect of any infringement by the Partner of any copyright or other industrial property right or any statutory protection in respect of any report or other material supplied by the Partner to the Contractor pursuant to the present Contract.

The Contractor shall not be required to provide insurance cover to persons participating in activities undertaken by the Partner under the present Contract.

Article 10. - Confidentiality

The Contractor and the Partner must treat as confidential and must use all reasonable effort to ensure that they do not disclose to any person any information of technical, commercial or financial nature or otherwise relating in any manner to the execution of the Project, except in the circumstances detailed in the following paragraph below.

The above clause relating to confidentiality shall remain in force for a period of five years after the completion of work under the CEC Contract but shall not in any case be deemed to extend to any information which the receiving party can show

- was at the time of receipt published or otherwise generally available to the public;
- has after receipt by the receiving party been published or become generally available to the public otherwise than through any act or omission on the part of the receiving party;
- was already in the possession of the receiving party at the time of receipt without any restrictions on disclosure;
- was rightfully acquired from others without any undertaking of confidentiality imposed by the disclosing party;
- was developed independently of the work under the CEC Contract by the receiving party.

The above clause relating to confidentiality shall not be deemed to extend to academic publications and public presentations provided that information beyond the general framework of the project deliverables and the characterisation of single test items is not disclosed. However, the Contractor shall be notified of any intention on the part of the Partner to produce such publications and make such presentations.

Article 11. - Modification of the Contract

Changes or amendments to the present Contract shall be approved by both parties to the Contract and become effective when signed by authorised representatives of both parties.

Article 12. - Settlement of Disputes and Applicable Law

If there is a dispute or difference between the parties arising out of or in connection with the present Contract or out of activities undertaken under the present Contract, including disputes regarding quality, the parties shall first endeavour to settle it amicably.

Provided that a dispute cannot be settled amicably, the arbitration of the dispute between the Contractor and the Partner in connection with the present Contract shall be conducted through one-man arbitration in accordance with the laws of England.

Any such arbitration shall take place in York.

This Contract is governed by the laws of (England).

Article 13. - The Annexes

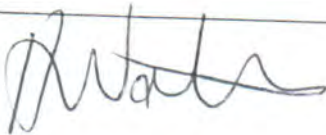



Annex A. A copy of the Contract signed between The University of York and the Commission (the CEC Contract) and its annexes. (Attached separately)

Annex B. Action Scope and Workpackage Descriptions

Annex C. Expenses Reimbursement Policy

Annex D. Proposed Partner Time Contribution to the Project

Signatures

The University of York	Federal State Budgetary Educational Institution of Higher Professional Education "Saint-Petersburg State University"
<p>Signature: </p> <p>Name: Antony Ward HEATHER WATSON</p> <p>Date: 10/12/14</p> <p>Official stamp: </p>	<p>Signature: </p> <p>Name: Prof. Igor Gorlinsky</p> <p>Date: 18.11.2014</p> <p>Official stamp: </p>

Управление
Международных связей СПбГУ

08/2-04 - 037 - 014 - 002

Дата 18.11.2014 Регистратор 