

## CO-OPERATION AGREEMENT

### ***Intra-ACP Academic Mobility Scheme*** **Africa (Mwalimu Nyerere) and the Caribbean and Pacific**



EUROPEAN  
COMMISSION

(Number of the Grant Agreement)  
2011-204702

**The Polytechnic of Namibia**  
(13 Storch Street, Private Bag 13388, Windhoek, Namibia)  
represented by Prof. Dr. Tjama Tjivikua, Rector, hereinafter referred to as **Contractor**

AND

**Name of University**  
(insert address of University)  
Represented by (insert legal representative of your university), hereinafter referred to as **Partner<sup>1</sup>**.

#### **1. General**

The Agreement shall enter into force on the date when the last of the two partners signs. The period of implementation of the action shall begin on 01/08/2011 (the “starting date”) and shall end on 31/01/2016 (the “closing date”). The period of implementation of the action shall determine the period of eligibility for the Community grant. All individual mobility must start at the latest by 30<sup>th</sup> September 2014. All activities must be implemented and finalised by the end of January 2016.

Within the Intra-ACP Lot 1 Programme, the European Commission approved and accepted the application for the project “Strengthening African Higher Education through Academic Mobility or STREAM in short”. The above mentioned institution is a partner in this project. The total cost of the action is estimated to be EUR 2.291.600,00. The Education, Audiovisual and Culture Executive Agency (EACEA), hereinafter referred to as the Executive Agency, shall finance the action for the same amount.

This project, the Memorandum of Agreement and the Grant Agreement (2011 204702), signed between the Contractor and the European Commission on the 09/09/2011, are indispensable parts of this contract. In more detail, all terms of conditions, articles, annexes and guidelines stated in the Memorandum of Agreement and Grant Agreement for this project are part of this contract. The Contractor and the Partner shall be bound to this contract, the Memorandum of Agreement and the Grant Agreement for this project. This includes any further approved amendments to the Grant Agreement by the European Commission.

The following is hereby agreed between the Contractor and the Partner to define their rights and obligations with respect to carrying out specific tasks relating to the project.

#### **2. Objective of this contract**

On the basis of the present contract the Contractor and the Partner shall contribute to the achievement of the requirements of the Grant Agreement together with the other Partners performing project actions in accordance with the terms and conditions as stated in the present Grant Agreement. The partners to this contract shall carry out the work in accordance with the timetable striving to achieve the results specified

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<sup>1</sup> partner or partnership is not intended to have the meaning of a legal partnership together with the rights and liabilities that attach thereto, but is used to indicate a joint spirit of cooperation

therein and shall carry out all of their responsibilities under the present Grant Agreement in accordance with recognised professional standards.

### **3. Financial Management**

The project goals, outcomes, guidelines and products as laid down in the STREAM Partnership Agreement (SPA) are binding for the Contractor and each Partner. All partners are obliged to adhere to the aims of the project as laid down in the Grant Agreement and SPA. The Partner will do his/her best to contribute to the collective goal.

#### **3.1 Partner Responsibilities**

Furthermore, the Partner complies with the following:

- the Partner shall forward to the Contractor the data needed to draw up the reports, financial statements, annual applications and other documents provided for in the Grant Agreement, including its Annexes;
- the Partner shall ensure that all information to be provided to the Executive Agency is sent via the Contractor, except where the Grant Agreement specifically stipulates otherwise;
- the Partner shall inform the Contractor immediately of any event liable to substantially affect or delay the implementation of the action of which they are aware;
- the Partner shall provide the Contractor with all the necessary documents in the event of audits, checks of evaluations undertaken in the framework of the project, as described in Article II.18 of the Grant Agreement;
- the Partner shall provide the personnel, facilities, equipment and material necessary to be able to perform and complete the Partner's share of work under this contract.

Furthermore, the Contractor and the Partner undertake to:

- respect the common general objectives that formed the basis for establishing the partnership;
- fulfil the undertakings entered into under the action entitled Intra-ACP STREAM 2011-204702 together with the work programmes jointly agreed between the partners;
- make every effort to achieve in practice the afore-mentioned common general objectives in each action for which a grant is awarded;
- refrain from any action that could contribute to favouring brain drain from Partner Countries participating in the scheme;
- encourage country participants in mobility activities to use the knowledge and skills acquired in benefit of the social, human, economic and political development of their countries;
- encourage all participants in the mobility activities to become ambassadors for the better understanding between the peoples;
- maintain relations of mutual co-operation and regular exchanges of information with the Executive Agency on matters of common interest to do with the use of the Grant Agreement and on the follow-up to the implementation of the actions undertaken in the framework of the project;
- adopt a transparent attitude with regard to managing and keeping accounts on the actions for which an Agency grant is awarded and co-operate fully with annual or occasional checks on the implementation of the Grant Agreement.

#### **3.2 Payment of grant to the Co-ordinator**

Within 45 days of the date when the Grant Agreement is signed, the Executive Agency makes a pre-financing payment to the Contractor, representing 50% of the 2011-204702 (2.291.600 €):

Further pre-financing payments can be requested as soon as at least 70% of the previous pre-financing payment has been used up. A second pre-financing will be equivalent to 30% of the total grant and a third pre-financing payment will be equivalent to 20% of this same amount.

The project's budget grant will be broken down into:

- a flat rate for the organisation of the mobility (135.000 €);
- a contribution calculated on scales of unit costs for travel arrangements, subsistence allowance, tuition fees and insurance per student and staff participating in the mobility.

The Contractor is responsible for managing and distributing this grant to the partners.

#### **3.3 Budget of the Partner Institution**

The grant money received by the Partner has to be strictly and solely dedicated to the project funding in accordance with the guidelines and regulations of the Grant Agreement, including its Annexes.

### 3.3.1 Management of the flat rate for the coordination of the Project

- A flat rate of €3500 will be transferred to the Partner. This money is allocated to cover activities related to the project and to cover local eligible expenses and visa costs.
- Return economy flight ticket per meeting will be purchased by the coordinator using the coordination budget
- Participation in the Intra-ACP STREAM partnership conferences will be financed from the organisation of mobility flat rate.
- The main promotion material is provided by the Coordinator.
- Partners will report on a yearly basis or as demanded by and according to the 2011-204702 agreement on the use of the flat rate to the coordinator.

The transfer of 50% of the flat rate will be done after the Cooperation Agreement and Partnership Agreement have been signed between contractor and partner. 30% will be transferred after the approval of the first progress report and 20% will be transferred after the approval of the second progress report.

### 3.3.2 Management of the costs directly related to individual mobility

#### a) Subsistence allowance

The Coordinator will transfer the corresponding amounts in euro equivalency in local currency to each grantee in a bank account approved by the coordinator.

Each Partner must provide the integrity of the subsistence allowance defined in the Call and the Grant Agreement for the type of mobility and target group concerned to incoming mobile students and staff. **Under no circumstances can these amounts be reduced.** The coordinator partner will make a first payment to allow installation and the rest must be provided on regular basis. The amounts received depend entirely on duration of stay abroad and is based on rules for unit costs.

| Type of mobility | Subsistence allowance (€) |
|------------------|---------------------------|
| Master's         | 600                       |
| Doctorate        | 900                       |
| Staff            | 1000                      |

All payments to grantees will be done in Euro equivalency in local currency to a beneficiary's bank account approved by the coordinator. Bank costs will have to borne by the coordinator partner through their organisational grant.

The grant amount for the final month of each mobility will be transferred to the grantee (for Target Group 1 participants), to be paid into the grantee's bank account after the completion of all prerequisites for the grant, including the transcript of records and final evaluation document.

#### b) Insurance

The Executive Agency has foreseen unit costs for universities to cover insurance for students and staff participating in the mobility activities (maximum of 75 € per month of mobility). The contractor/Coordinator will take a full insurance coverage (accident, health, travel) to cover all students and staff participating in the individual mobility activities.

The remaining money will be used for prolongation of mobility flows and additional grant periods. In case of leftovers under the heading insurance the coordinator will have to refund these amounts to the European Commission.

#### c) Travel costs

The following rates are applied for one return ticket per participant for the direct/linear distance ("as the crow flies") between on one side the location of origin of the student/staff (for Target Group 2) or the sending university (for Target Group 1) and on the other side the hosting university premises.

| Distance (km) | Fixed-amount rate (€) |
|---------------|-----------------------|
| <2500         | 1000                  |
| 2500> 5000    | 1500                  |

On the basis of the above rates, the coordinator institution must cover the travel expenses for their incoming students and staff using the travel budget pegged at maximum 1500 Euros. All destinations are less than 5.000 km between partners in Africa, except for the technical partner University of Twente, Faculty of ITC in Enschede, The Netherlands. For all other partners the maximum amount to be spend on international travel costs is 1500 euro.

The project will cover one return ticket for each participant. Additional travel will have to be paid by participants from the subsistence allowance.

The remaining money will be used to organise additional mobility flows or prolong periods of stay. In case of leftovers under the heading Travel Costs the co-ordinator will have to refund these amounts to the European Commission.

All grantees must provide the host institution with travel tickets and boarding passes.

#### **d) Participation fees**

For Target Group 1 (students registered in one of the African partner institutions at the time of application), students will continue paying their registration fees in their university of origin and the hosting universities must apply a fee waiver policy (no registration/tuition fees) if mobility is inferior to 10 months. In all other cases, the maximum fee for incoming students is limited to 3.500 € and 4000 € per academic year and student for Master's and Doctorate respectively.

The flat rate applies to actual tuition fee levels and additional fees such as additional library, student trade unions, laboratory consumable costs, etc. on an equal basis as the local students.

Under no circumstances may participating universities claim tuition/registration fees from visiting students beyond the amounts indicated in the previous paragraphs or retain the funding foreseen as subsistence allowance to cover such fees.

The project will only transfer and/or reimburse actual participation fee costs to partner universities, for which they will be required to send supporting documents signed by the legal representative or original invoices to the coordinator.

The original invoices or accounting documents of an equivalent value relating to the action must be kept for a period of five years from the closure date of the Grant Agreement in case of an ex-post audit.

### **3.4 Request for Payment**

In order for the Contractor to transfer payments of project-related funds to the Partner, the latter is required to submit to the Contractor in writing an official request for payment, stating the programme title, number of grant agreement, amount to be transferred and the relevant bank details.

### **3.5 Accounting, Record Keeping and Reporting**

The supporting documents required must prove that the grant has been effectively spent to cover the implementation of the action and can take the form of payment slips, receipts, bank statements, etc. The supporting documents have to be thoroughly documented and kept by the Partner institution and can only be financed by project funding if they are in compliance with eligibility of expenditure.

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

- the Partner accepts the liability for the adequate and orderly accounting of this project according to the rules and regulations of the Grant Agreement.
- the Partner must set up an adequate accounting system, which must make it possible to identify all items of expenditure. All transactions must be recorded using a numbering system in which the action is given a specific identifiable number.
- the Partner is aware of the fact that the Contractor will not compensate for the ineligibility of costs caused by any violation to the Grant Agreement or this contract. Any costs which would be assessed as ineligible by the Executive Agency within their final report assessment need to be reimbursed in due time by the Partner to the Contractor who confirms to forward the ineligible amount to the Executive Agency.
- the Contractor shall provide the Partner with the appropriate forms for the declaration of expenses and the respective instructions for their completion.
- upon request the Partner shall make available any documentation on project finance and activities required by the Executive Agency.
- 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.
- the Contractor may reject any item of expenditure which cannot be justified in accordance with the rules set out in the guidelines for the use of the grant. Documents from the Partner must be original and dated. Documents from the Partner held by the Contractor must be certified copies of the

original. However, the Executive Agency reserves the right to have originals made available to it at any time.

#### **4. Termination**

In the event that the Partner fails to perform any obligations under the present contract, the Memorandum of Understanding or the Grant Agreement, the Contractor may terminate or cancel this agreement. If the Partner or the Contractor breaches the terms of the present contract, the other party shall have the right to terminate this contract.

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.

A termination shall be notified by a letter stating clearly the date of its becoming in effect. The institutions will agree upon arrangements with respect to all their running commitments.

## 5. Annexes

- Grant Agreement: A copy of the Grant Agreement signed between Polytechnic of Namibia, contractor/co-ordinator, and the Education, Audiovisual and Culture Executive Agency (“the Executive Agency”), acting under powers delegated by the Commission of the European Communities

## 6. Jurisdiction

This Co-operation Agreement shall in all respect be in compliance with the terms of the Grant Agreement and be governed by Belgian law. The settlement of any difference or conflict arising from or in connection with this Co-operation Agreement shall be attempted by an amicable effort from the Partners. Only the Courts of Brussels are competent to decide on the disputes which remain unresolved.

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## 7. Signatures

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

**For the Contractor:**

**For the Partner:**

**Dr. Tjama Tjivuka**

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Name of the legal representative

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Name of the legal representative

Rector

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Position

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Position

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Place and Date                      October

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Place and Date

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Signature

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Signature

Stamp of the institution

Stamp of the institution