

**CONSORTIUM AGREEMENT****Under Erasmus+ programme:**

European Education and Culture Executive Agency

Topic: ERASMUS-EDU-2022-CBHE-STRAND-2

**Project title:**

Designing Green Tourism Concepts Through Learning

Project number: 101082919

**"ENRICHER - hubs"**

This Consortium Agreement (hereinafter referred to as "the Agreement") shall govern relations between:

**Haaga-Helia University of Applied Sciences Ltd (HHUAS)**, PIC 952871159

registration/VAT number: 2029188-8, address: Ratapihantie 13, FI-00520 Helsinki, Finland

hereinafter referred to as "the Coordinator"

duly represented for the purposes of signature of this Agreement by Vice President Salla Huttunen

on the one hand

and the following partners, hereinafter referred to as "a Partner" or "the Partners"

**2. CAUCASUS UNIVERSITY LTD (CU)**, PIC 997391637, established in PAATA SAAKADZE

STR CHUGURETI DISTRICT, TBILISI 0102, Georgia,

**3. MCI MANAGEMENT CENTER INNSBRUCK INTERNATIONALE HOCHSCHULE**

**GMBH (MCI)**, PIC 998729752, established in UNIVERSITATSSTRASSE 15, INNSBRUCK 6020,

Austria,

**4. UNIVERSITATEA DE STUDII POLITICE SI ECONOMICE EUROPENE CONSTANTIN**

**STERE (USPEE)**, PIC 905561737, established in 200 STEFAN CEL MARE SI SFINT AV.,

CHISINAU 2004, Moldova,

5. **AKAKI TSERETELI STATE UNIVERSITY (ATSU)**, PIC 935085433, established in 59 TAMAR MEPE STREET AKAKI TSERETELI STATE UNIVERS, KUTAISIS 4600, Georgia,

6. **UNIVERSITATEA DE STAT DIN MOLDOVA (MSU)**, PIC 996760361, established in STR A MATEEVICI 60, CHISINAU 2009, Moldova,

7. **UNIVERSITA DEGLI STUDI DI GENOVA (UNIGE)**, PIC 999976687, established in VIA BALBI 5, GENOVA 16126, Italy,

8. **INSTITUTIA INVATAMINT UNIVERSITATEADE STAT DIN COMRAT (KDU)**, PIC 955412365, established in STRADA GALATAN 17, COMRAT UTA GAGAUZIA 3800, Moldova,

9. **IAKOB GOGEBASHVILI TELAVI STATE UNIVERSITY (TESAU)**, PIC 935168465, established in KARTULI UNIVERSITETI STR 1, TELAVI 2200, Georgia

represented for the purposes of signature of this Agreement by their legal representatives, according to the accession forms previously signed and attached to the Grant Agreement

on the other hand.

The Coordinator and the Partners are also named separately as "a Party" and jointly as "the Parties".

The Parties have agreed to define their rights and obligations with regard to their participation in the Project. Therefore, the following is hereby agreed between the Parties.

### **Article 1 Subject of the Agreement**

The Parties commit themselves to carrying out the Project as set out in the Grant Agreement and its annexes and guidelines (together hereinafter referred to as "the GA") and in this Agreement.

- 1.1 The subject matter of this Agreement and the Project is detailed in the GA, which form an integral part of this Agreement and that each Party declares to have read and approved. In the event of a conflict between the GA and this Agreement, the GA shall prevail.
- 1.2 The maximum amount of the grant for the duration of the Project is **724 181.00** euros.

## **Article 2** **Duration**

- 2.1 The Project runs for **36 months** starting on **1.1.2024** and ending on **31.12.2026**.
- 2.2 This Agreement enters into force on the date the last Party signs but shall have retroactive effect from the starting date of the Project.
- 2.3 The period of eligibility of the costs starts on 1.1.2024 and finishes on 31.12.2026 at the latest. However, the period of eligibility of the activities and the costs shall be in accordance with the dispositions of the GA or any subsequent amendments of it.
- 2.4 The Agreement is valid until the end of the Project and until all the obligations and tasks of the Parties according to the Agreement have been fulfilled. The terms of the Agreement, the legal effects of which are intended to extend even after the end of the Agreement (such as confidentiality, monitoring and supervision, proprietary rights and liability) are valid even after the validity of the Agreement has expired.
- 2.5 If the EU Executive Agency grants an extension to the implementation of the Project during the validity of the Agreement, the validity of the Agreement will continue automatically in accordance with the extension.

## **Article 3** **Obligations of the Coordinator**

- 3.1 The Coordinator shall be responsible for the overall coordination, management and implementation of the Project in accordance with the GA.
- 3.2 The Coordinator shall be the intermediary for all communication between the Partners and the EU Executive Agency, and inform the Partners of any relevant communication exchanged with the EU Executive Agency. The Coordinator shall inform the Partners of any changes connected to the Project or to the GA, or of any event likely to substantially affect the implementation of the Project.
- 3.3 The Coordinator shall fulfil obligations arising to the Coordinator from the GA. That means in particular, that the Coordinator shall
- (a) monitor the implementation of the Project and its work packages;
  - (b) transfer Partners' share of the grant contribution in accordance with the provisions of this Agreement and the GA;
  - (c) be entitled to recover any excessively received grant already paid to a Partner or withhold any payments (e.g. in cases of non-delivery of results and/or reports); and
  - (d) provide reports and other necessary documents required for checks and audits to the EU Executive Agency.

3.4 The Coordinator shall provide to the Partners copy of duly signed Agreement and its annexes, report templates, feedback letters received from the EU Executive Agency and any other relevant documents concerning the Project.

#### **Article 4** **Obligations of the Partners**

4.1 The Partners are jointly and severally liable for carrying out the Project in accordance with this Agreement and the GA. If a Partner fails to implement its part of the Project, the other Partners become responsible for implementing this part (but without increasing the maximum amount of the grant).

4.2 The Partners must comply with any legal obligations they are bound by under applicable EU, international and national law.

4.3 The Partners shall take all the steps necessary to prepare for and perform the Project and commit to comply with all the provisions of the Agreement and the GA. That means in particular, that the Partners shall

- (a) support the Coordinator in fulfilling its tasks according to the GA;
- (b) complete its part of the Project activities, outputs and results according to the work packages and time schedules of the Project, and in accordance with decisions that have been, or will be taken at the Project meetings;
- (c) provide the personnel, facilities, equipment and other resources necessary to be able to perform and complete its part of the Project work packages under this Agreement and the GA;
- (d) comply with the rules on eligible contributions in line with the GA and assume the sole respective liability for the ineligible contributions;
- (e) repay the Coordinator any amounts unduly paid or excessively received and comply with any request for repayment by the EU Executive Agency and/or the Coordinator based on the GA;
- (f) ensure an adequate and orderly accounting and record-keeping of their Project activities in accordance with the reporting requirements as laid out in this Agreement and GA; and
- (g) provide reports and other documentation requested by the Coordinator according to the GA or this Agreement.

4.4 The Partners shall immediately notify the Coordinator

- (a) of any event likely to substantially affect or delay the implementation of the Project
- (b) of any important deviation of the Project (e.g. replacement of the project contact person, changes in budget, deviations from work packages etc.).
- (c) of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.

4.5 The Partners certify that all information communicated to the Coordinator, including details of lump sum contributions declared, are eligible, reliable and true.

**Article 5**  
**Financing and budget allocation**

5.1 The maximum grant of the Project for the contractual period covered by the GA amounts to EUR **724 181.000**.

5.2 In accordance with the estimated budget, eligible contributions and the financial rules specified in the GA, the grant takes the form of a lump sum grant for the completion of the work packages. The Partners ensure that the Project and its work packages are implemented according to the GA and that the lump sum contributions are eligible subject to the rules set out in the GA. The Partner is responsible for lump sum contributions declared by the Partner that are rejected by the EU Executive Agency.

5.3 The grant contribution to the Project is intended to cover only part of the costs actually incurred by the Parties in carrying out the activities of the work packages. The Parties undertake to bear their own costs, which are not covered by the grant contribution. The Parties commit to provide additional resources to the Project so as to ensure its full implementation in accordance with the GA.

5.4 The budgeted maximum grant amount per Party is as follows:

<i>Party</i>	<i>budgeted maximum grant</i>
Haaga-Helia University of Applied Sciences Ltd	133 888.00
CAUCASUS UNIVERSITY LTD	69 157.00
MCI MANAGEMENT CENTER INNSBRUCK INTERNATIONALE HOCHSCHULE GMBH	103 146.00
UNIVERSITATEA DE STUDII POLITICE SI ECONOMICE EUROPENE CONSTANTIN STERE	63 867.00
AKAKI TSERETELI STATE UNIVERSITY	60 802.00
UNIVERSITATEA DE STAT DIN MOLDOVA	58 425.00
UNIVERSITA DEGLI STUDI DI GENOVA	128 551.00
INSTITUTIA INVATAMINT UNIVERSITATEADE STAT DIN COMRAT	46 877.00
IAKOB GOGEBASHVILI TELAVI STATE UNIVERSITY	59 468.00

Detailed estimated budget allocation per Party, action and work packages are described in the GA.

5.5 Under the provisions of the GA, Amendments for transfers between work packages are moreover possible only if the work packages concerned are not already completed (and declared in a financial statement) and the transfers are justified by the technical implementation of the action.

## **Article 6**

### **Payment arrangements and refund**

6.1 The Coordinator will transfer the Partners' grant contribution to the bank account informed by the Partner in writing.

6.2 The payment of the grant contribution to the Partner is subject to receipt by the Coordinator of the respective grant contribution from the EU Executive Agency and that the Partner has fulfilled its reporting obligations and other tasks under this Agreement on time.

6.3 The transfer of the grant contribution to individual Partners will be implemented in accordance with the following timetable and procedure:

Initial prefinancing payment: 30 days from entry into force/ financial guarantee (if required) whichever is the latest.

1<sup>st</sup> Additional prefinancing payment: 60 days from receiving additional prefinancing report/financial guarantee (if required).

2<sup>nd</sup> Additional prefinancing payment: 60 days from receiving additional prefinancing report/financial guarantee (if required).

Final payment: 90 days from receiving periodic report.

6.4 The Partners are obliged to use the grant contribution exclusively for the purposes defined in the work packages of the Project, and in accordance with the terms and provisions of this Agreement and the GA. The grant amounts received in advance and not used by the Partners for that purpose will be reimbursed to the Coordinator at the latest 30 days after the end of the Project.

6.5 The Coordinator is entitled to withhold any payments due to any Partner identified by the Coordinator to be in breach of its obligations (e. g. missing reports or contributions to reports, missing deliverables and outcomes, poor quality of work or reports etc.) under this Agreement or the GA.

6.6 All payments shall be regarded as advances pending explicit approval by the EU Executive Agency of the final report including approval of the eligibility of the contribution, the corresponding cost statement and the quality of the results of the Project. If the Project work packages are not implemented or are implemented poorly, partially or late, the EU Executive Agency may reduce the grant initially provided for, in line with the actual implementation of the work package according to the terms laid down in the GA.

6.7 If at the end of the Project any payment received that is not used according to the rules of eligibility under the GA must be reimbursed to the Coordinator.

6.8 Should the EU Executive Agency require repayment of part of the grant from the Coordinator, the Coordinator shall require the Partner having caused the irregularity leading to said repayment to refund that amount to the Coordinator, together with any interest charged by the EU Executive Agency, no less than 30 days prior to the deadline for repayment stipulated by the EU Executive Agency.

6.9 The Coordinator reserves the right to withhold any payments to all Partners for as long as a Partner has not repaid any excessively or unduly received grant amounts, since the Parties are all jointly liable for the repayment of received grant amounts. In case another Party repays the amount, the Party which received the amount to be repaid shall indemnify, make good, save and hold harmless the other Party without delay. In case the amount to be repaid cannot be attributed to a specific Party or in case the other Parties have to step in e.g. in case of bankruptcy or insolvency of a Party and the like, the other Parties shall cover the amount according to their financial shares of the Project budget, but shall have the right to recover the amount from the affected Party.

### **Article 7 Reporting**

7.1 The Parties monitor the implementation of work packages according to the Project, and ensure the quality and effectiveness of their activities. The Parties monitor the implementation of their own financing, and collect and store the information necessary for the monitoring, reporting and supervision of the work packages that belong to them.

7.2 The Parties commit to make continuous reports to the Portal according to the GA. Further, the Partners shall support the Coordinator in the preparation of the periodic reports like progress, interim and final reports. The Partners shall promptly provide the Coordinator with any information and documents required for the preparation of reports.

7.3 The Partners shall submit all information to the Coordinator in English.

7.4 The Coordinator shall provide the Partners with the appropriate reporting forms and the respective instructions for their completion. The declarations of costs and activities must be drafted in euro.

7.5 The Partners shall keep a record of any costs or activity incurred under the Project and all proofs and related documents for a period of five (5) years after the payment of the final payment under the GA.

### **Article 8 Monitoring and supervision**

8.1 The Partners shall provide without delay the Coordinator with any information that the Coordinator may request and which are necessary for the management of the Project, as well as all necessary documents in the events of audits, checks or evaluations.

8.2 The Parties allow all aspects of their work as part of the Project to be open to reviews, checks, audits and inspections by the European Commission, EU Executive Agency or relevant internal or external bodies according to GA. If the Party is subject to checks, reviews, audit or inspection, the Party is obliged to provide the inspectors with all requested information, recordings and documents and to assist in conducting the inspection. The Party is also responsible for ensuring that the subcontractors used in the implementation of the Project and the persons involved commit to the right of supervision and inspection.

## **Article 9**

### **Third parties**

9.1 The Partners may not assign their rights and obligations under this Agreement without the prior consent of the Coordinator and the approval of the EU Executive Agency.

## **Article 10**

### **Proprietary rights, dissemination and publications**

10.1 The ownership of all results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the Project, shall be owned by the Party whose employee(s) generated such results, or on whose behalf such results have been generated.

10.2 Where results are generated from activities carried out jointly by two or more Parties and if the contributions to or features of such results form an indivisible part thereof, such that under applicable law it is not possible to separate them for the purpose of exploitation, those Parties shall jointly own equal undivided shares in that results, and shall be free to use and exploit the results, without payment of compensation to any other such party.

10.3 The Parties shall grant access rights and rights to use the materials and results of the Project as stated in the GA.

10.4 The Parties may use materials already developed and brought in by the Party (background) without additional charges for the purpose and within the scope of the Project. The Party supplying the background material is obliged to ensure that the background material can be used in accordance with the GA and this Agreement and that its background material in no way infringes the intellectual property rights, privacy or other rights of a third party.

10.5 The Parties shall disseminate the materials and results according to the provisions of the GA. If the Parties produce educational materials under the scope of the Project, such materials must be made available through the Internet, free of charge and under open licenses.

10.6 The Parties shall take care that publications of the Project materials or results do not negatively affect the legitimate interests of other Parties or the rights of the third party (such as privacy and confidentiality or intellectual proprietary rights).

10.7 Dissemination and publication of the Project materials or results or 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 the GA.

## **Article 11**

### **Confidentiality and data protection**

11.1 The Parties shall keep secret any document, information or other material that is classed as confidential that they will obtain during the execution of Project or exchange with the EU Executive Agency



or other parties involved in the implementation of the Project. Personal data processed within the scope of the Project are considered as confidential information.

11.2 The Parties commit to ensuring that all parties (including employees) involved in the implementation of the Project respect the confidential information, and do not disseminate it, pass it on to third parties or use it without prior written consent of the party that provided the information.

11.3 The confidentiality obligations do not apply if the confidential information become public through other means than a breach of the confidentiality obligations or the disclosure of the confidential information is required by law.

11.4 The confidentiality obligation shall remain in force for 5 years following the termination of this Agreement.

11.5 The abovementioned rules on confidentiality obligation shall not keep any of the Parties from disclosing information to the EU Executive Agency and other authorised bodies and institutions and does not release the Parties from their reporting, information and dissemination obligations.

11.6 When processing personal data, the Parties commit to comply with and act in accordance with the EU General Data Protection Regulation (2016/679) and any other applicable data protection legislation in force. In particular, the Parties will implement the necessary technical and organizational measures and commit to ensure that all persons that have the right to process personal data are bound by the relevant confidentiality obligations or that statutory confidentiality obligations are applied to them.

11.7 The Parties undertake to conclude appropriate further agreements (e.g. according to Art. 26 or Art. 28 of EU General Data Protection Regulation) if necessary.

## **Article 12**

### **Liability**

12.1 No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts. A Party's aggregate liability towards the other Parties collectively shall be limited to the Party's share of the maximum grant amount of the Project. The limitations of liability do not apply to situations where a Party has caused the damage through intent or gross negligence, has breached the confidentiality or data protection obligations, or has infringed intellectual property rights. Further the limitations of liability do not apply to obligations to repay the received grant or liability based on the joint responsibility of the Parties.

12.2 Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Agreement or from its use of materials.

12.3 The Partners shall protect the EU Executive Agency and the Coordinator and their personnel against any action for damages suffered by third parties, including Project personnel, as a result of the performance of this Agreement, to the extent that these damages are not due to the serious or intentional negligence of the EU Executive Agency, the Coordinator or their personnel.

### **Article 13**

#### **Conflict of interest**

13.1 The Parties 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 Partner in cause shall undertake to take all necessary measures to rectify this situation at once.

### **Article 14**

#### **Termination of the Agreement**

14.1 In the event that the Partner fails to perform any obligations under this Agreement or the GA, the Coordinator may terminate its participation in the Project, upon approval by the EU Executive Agency. The Coordinator shall notify the Partner in cause by registered letter and the Partner has one month to supply all relevant information to appeal the decision. Also EU Executive Agency may terminate the participation of a Partner in accordance with provisions of the GA.

14.2 Termination shall not affect any rights or obligations of a Partner leaving the Project incurred prior to the date of termination, unless otherwise specified in the GA. A Partner leaving the Project shall refund without undue delay all payments it has received except the amount of grant contribution accepted by the EU Executive Agency and shall grant rights to its results and background material as necessary for the successful implementation of the Project.

14.3 In the event that the GA is terminated, for whatever reason, this Agreement will be terminated.

### **Article 15**

#### **Applicable law, dispute resolution and jurisdiction**

15.1 This Agreement shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions.

15.2 In case of conflict resulting from the interpretation or the application of this Agreement, or in connection with the activities of the Project, the Parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation. If the negotiations between the Parties fail, disputes should be addressed in writing to the PMC, that will try to mediate in order to resolve the conflict.

15.3 Failing amicable settlement, any dispute, controversy or claim arising out of or relating to this Agreement, shall be finally settled by Helsinki district court, Finland.

## Article 16 Amendments and other provisions

16.1 Amendments to this Agreement shall be effective only in writing provided that the Parties mutually agree on it and that it is signed by the duly authorised representatives of the Parties.

16.2 The working language in the Project shall be English.

16.3 No Party shall be entitled to act or to make legally binding declarations on behalf of any other Party, unless stipulated otherwise in this Agreement or the GA. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

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

## Article 17 Annexes

Annex 1 Detailed final budget / work plan  
Annex 2 Copy of the Grant Agreement and its annexes

## Article 18 Signatures

This Agreement is signed by the authorised representatives. By signing the Agreement, authorised representatives declare to have read and accepted the terms and condition of this Agreement including its annexes.

For the Coordinator:

Haaga-Helia University of Applied Sciences Ltd

  
The legal representative  
Salla Huttunen, Vice President  


Done in Helsinki

Date: 18.12.2023

For the Partner:

**CAUCASUS UNIVERSITY LTD**

\_\_\_\_\_   
The legal representative

Done in \_\_\_\_\_

Date: \_\_\_\_\_



For the Partner:

**MCI MANAGEMENT CENTER INNSBRUCK INTERNATIONALE HOCHSCHULE**

**GMBH**

DR. ANDREAS ALTMANN

The legal representative



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LG Innsbruck FN 1537007, UID ATU43480005

Done in INNSBRUCK

Date: 28.11.23





For the Partner:

UNIVERSITATEA DE STUDII POLITICE SI ECONOMICE EUROPENE CONSTANTIN

STERE

The legal representative

*Prof. Gheorghe Avramic*  
*Rector of USPEB*



Done in

*Chizincea*

Date:

*28. 11. 2023*

For the Partner:

AKAKI TSERETELI STATE UNIVERSITY



The legal representative



Done in Kutaisi

Date: 28.11.2023

For the Partner:

**UNIVERSITATEA DE STAT DIN MOLDOVA**

Digitally signed by Șarov Igor  
Date: 2023.12.27 13:20:28 EET  
Reason: MoldSign Signature  
Location: Moldova



\_\_\_\_\_

The legal representative

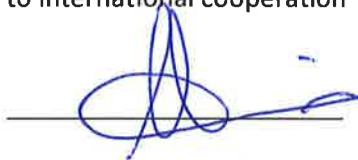
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Date: \_\_\_\_\_



For the Partner:

**UNIVERSITA DEGLI STUDI DI GENOVA**  
Prof. Marco FRASCIO - Rector's Delegate  
to international cooperation

A handwritten signature in blue ink, written over a horizontal line.

Done in Genova, Italy

Date: 19th December 2023

For the Partner:

  
**INSTITUTIA INVATAMINT UNIVERSITATEA DE STAT DIN COMRAT**

The legal representative

Sergei ZAHARIA, Assoc. Prof., PhD,

Rector of the Comrat State University

Done in Comrat, Republic of Moldova

Date: November 30, 2023

For the Partner:

**IAKOB GOGEBASHVILI TELAVI STATE UNIVERSITY**

*Rector: J. Gogebashvili*  
\_\_\_\_\_  
The legal representative

Done in *Telavi, Georgia*

Date: *30.11.2023*

