



TEMPUS PROJECT ADDIGE
544219-TEMPUS-1-2013-1-CZ-TEMPUS-SMHES

PROJECT PARTNERSHIP AGREEMENT

between

Charles University in Prague
Ovocný trh 3/5
Prague 1, 116 36
Czech Republic

in the matter of its part: First Faculty of Medicine
represented by **Prof. MUDr. Aleksi Šedo, DrSc.,**
Dean of the First Faculty of Medicine, Charles University in Prague
hereinafter referred to as the **coordinator**;

and

National Center for Disease Control and Public Health,
09 M. Asatiani,
0186 Tbilisi, Georgia
represented by Prof. Amiran Gamkrelidze MD PhD
hereinafter referred to as the **partner**.

Within the Tempus IV Programme, the European Commission approved and accepted the application for the project "The development of human resources, evidence base and quality standards in addictology (trans-disciplinary addiction science) in Georgia", henceforth referred to as ADDIGE. The European Commission has funded the project with a maximum of 90% of the total eligible direct costs and indirect costs, with an amount of 846,189.44 Euro. The remaining portion of at least 10%, i.e. 94,087.50 Euro, has to be co-financed by the partnership's own funds or from other sources. The total project finance is 940,276.94 Euro.

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



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Article 1. Subject of the Partnership Agreement

The subject of this Partnership Agreement is to define the organisation of the partnership by regulating the rights and obligations of the coordinator and the partner in order to successfully implement the Tempus project ADDIGE.

The respective Grant Agreement for an activity with multiple beneficiaries (AGREEMENT NUMBER - 2013 - 4566 / 001 - 001), signed between the Education, Audiovisual and Culture Executive Agency and the coordinator (Charles University in Prague) representing all the beneficiaries listed in Annex V on February 2, 2014, are integral parts of this contract (see the list of annexes) and take precedence over it. In more detail, all the terms and conditions, articles, annexes, and guidelines included in the Grant Agreement for this project are part of this contract. The coordinator and the partner shall be bound to this contract and the Grant Agreement for this project. This includes any further amendments to the Grant Agreement which are approved by the Executive Agency.

On the basis of the present contract the coordinator and the partner shall contribute to the achievement of the requirements of the Grant Agreement together with the other parties (partners) performing project activities in accordance with the terms and conditions stated in the present contract. The parties to the present contract shall carry out the work in accordance with the timetable, using their best efforts to achieve the results specified therein, and shall carry out all of DOIT's responsibilities under the present contract in accordance with recognised professional standards.

Article 2. Duration of the Agreement

The Agreement shall come into force on the day when it has been signed by all parties, but shall have retroactive effect from the start of the eligibility period of the Action from December 1, 2013. It shall remain in force until the end of the Action, which is stated in Article I.2.2 of the Grant.

Article 3. Payment of Funds and Modalities

a) The Project Coordinator will transfer the funds to the partner's account only for eligible activities that fully comply with the Work Plan, in accordance with the Grant Agreement and project performance. The grant 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.

The funds to be paid to the partner shall be paid into the bank account specified below:

Name and Address of the Account Holder:	STATE TREASURY FX ACCOUNT GORGASALI STR 16, TBILISI, 0114, GEORGIA
Name and Address of the beneficiary:	NATIONAL CENTER FOR DISEASESE CONTROL & PUBLIC HEALTH, 09 M. Asatiani, Tbilisi, Georgia, 0177
Name of Bank:	NATIONAL BANK OF GEORGIA, TBILISI,
Address of Bank:	2, SANAPIRO STR, 0114, TBILISI, GEORGIA
IBAN – International Bank or Account Number:	GE65NB0331100001150207
Bank or Swift Code:	BNLNGE22
Intermediary bank:	DEUTSCHE BUNDESBANK, ZENTRALE FRANKFURT AM MAIN, DE SWIFT CODE: MARKDEFF, Receiving agent: ACC.5040040060 BANK FOR INTERNATIONAL SETTLEMENTS (BIS),

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	BASLE (EUR)
	SWIFT CODE: BISBCHBB

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.

b) In the table below the planned partner budget is given according to the categories of project expenses, and is expressed in Euro, in accordance with the Grant Agreement:

Costs	Amount in Euro
Staff costs	6 390,00
Travel costs Cost of stay	6 980,00
Equipment costs	0,00
Printing and publishing	0,00
Other costs	0,00
Total direct eligible costs	13 370,00
Indirect costs	1 313,00
Total-eligible costs	14 683,00
Total EU contribution	14 683,00
Total Partner contribution (co-financing)	0.00

The above-mentioned figures indicate a maximum. At the end of the project, the Tempus grant of the partner may be lower if the real expenses are less than the expected ones but under no circumstances shall they exceed the stated expenses.

No expenses should be incurred after the effective termination date of the Action.

Furthermore, this amount can only be paid if accompanied by eligible supporting documentation. Timesheets are to be kept at all times, and provided to the project coordinator during each reporting period. The amount endorsed may be recalculated after the submission of the progress report and the delivery of the second instalment from the EACEA.

These expenses should be eligible costs in line with the provisions of the Grant Agreement.

The final amount paid to the partner by the coordinator will only be defined once the total Tempus grant has been confirmed by the Executive Agency (according to Art. II. 25 of the Grant Agreement) after the end of the project.

c) The coordinator shall pay the partner for work completed satisfactorily according to the description and schedule of this work. Payment shall be made according to the following planned schedule:

- funds will only be transferred after they have been received and transferred into the coordinator's institution's bank account from the EACEA;
- funds will only be transferred after the partner agreement contract is signed;
- all funds will be transferred in Euro from the coordinator's account to the partners' accounts and/or a single treasury account for Georgian academic institutions;
- first instalment of pre-financing: the coordinator will transfer 50% of the partner's total EU contribution, after the signing of the present contract, provided that the coordinator has received the pre-financing from the Executive Agency and bank details are correctly provided by the partner;
- second instalment of pre-financing: the coordinator will transfer 30% of the partner's total EU contribution, provided that the partner provides eligible and full supporting documentation on project expenditure of at least 70% of the first instalment;
- possible third instalment of pre-financing.



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- Balance payment: all outstanding payments to cover actual eligible expenditures that have not been received in the previous instalments (see above), taking into account the share of co-financing, will be paid to the partner within 30 days after the coordinator receives the final payment from the Executive Agency, on condition that the partner has provided the requested eligible supporting documentation and submitted the financial table to the coordinator within the foreseen deadline. If the actual eligible expenditure is lower than the previously received instalments and parts of the funds have not been spent by the end of the project, these funds are to be reimbursed to the coordinator.
- Only expenditures in accordance with the project, declared eligible by the EACEA, and for which supporting documents have been provided will be financed.

The coordinator shall withhold 10% of the partner's total EU contribution from the advance payment to the partners in order to be able to efficiently re-allocate financial resources among the partners, if agreed by the Steering Committee. Provided that no conditions that can justify the use of the money appear, the coordinator will pay this retention amount to the consortium partners together with the final payment.

Travel costs will be covered if eligible supporting documentation (travel tickets, boarding passes, invoices, receipts, etc.) is provided by the partner.

The costs of equipment can only be paid with eligible supporting documentation in English (invoices, proof of origin, etc.). VAT is not eligible and it should be covered by the partner's own costs and/or a VAT exemption document obtained from the authorities, unless the Commission states otherwise.

For co-financing, the same eligibility criteria, rules, and documentation apply as for any direct costs. It is not possible to co-finance indirect costs.

Article 4. Checks and Audits

For checks and audit purposes the partner shall:

- keep at the Commission's disposal all original documents, especially accounting and tax records, or in exceptional and duly justified cases, certified copies of original documents relating to the Grant Agreement, for a period of 5 years from the date of payment of the balance specified in Article I.4 of the Grant Agreement;
- enable the responsible auditing bodies of the coordinator and any other outside body authorized by the Executive Agency to audit the use of the grant;
- give these authorities any information about the project they request;
- give them access to the accounting books and accounting documents and other documentation related to the project, whereby the auditing bodies decide on this relation. Such audits may be carried out throughout the period of implementation of the Grant Agreement until the balance is paid and for a period of 5 years from the date of the payment of the balance;
- give them access to their sites and business premises during ordinary business hours and also beyond these hours by arrangement;
- provide the coordinator with any necessary information that relates to such an audit without any delay.

Such checks, audits, or evaluations may be initiated during the implementation of the Agreement and for a period of 5 years from the date of payment of the balance specified in Article I.4 of the Grant Agreement.

Article 5. Irregularities and Repayment of Funds

If the Executive Agency should – on the basis of the provisions of the Grant Agreement – request the repayment of the EU contribution from the coordinator, the coordinator will ask the partners that have caused the irregularity to repay the amount requested by the Agency.

The partner who is affected has to repay the requested EU contribution, together with the interest that is chargeable, to the coordinator.

The partner who is affected has to respect the deadline given by the Executive Agency to the coordinator for the repayment of the EU contribution. The partner has to transfer the requested EU contribution, together with the interest that is chargeable, to the coordinator 30 (thirty) days before the above-mentioned deadline.

Article 6: Accounting, Record Keeping, and Reporting

a) Original invoices, debit notes, receipts, and bank statements for every item of expense have to be thoroughly documented and kept by the partner and can only be financed by project funding if they are in compliance with the eligibility of the expenditure. Where possible, all the documents should be in English. If an English version of the document is not available, a translated template of the document should be provided to the coordinator together with a copy of such a document.

All partners agree to provide scanned versions of all certified financial statements, together with the financial expenditure reports, to the project financial manager.

All financial accounts and statements shall be expressed in Euros. All expenditures incurred in the national currency by any partner shall be converted into Euro using the accounting exchange rate established by the Commission (see question No. 90 in the FAQ document).

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

- to accept liability for the adequate and orderly accounting of this project according to the rules and regulations of the Grant Agreement for this project;
- to be aware of the fact that the coordinator will not compensate for the ineligibility of costs caused by any violation of the Grant Agreement or this contract, for which the partner is responsible. Any costs which would be assessed as ineligible by the European Commission within their final report assessment need to be reimbursed by the partner to the coordinator within 30 days of a request from the coordinator, who confirms that they will forward the ineligible amount to the European Commission within 30 days after receiving the amount from the partner;
- upon request, the partner shall make available any documentation on the finance and activities of the project required by the Executive Agency;
- to 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 coordinator 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;
- legible copies are required. Original invoices will NOT be accepted by the coordinator, and have to be kept.

b) The coordinator shall provide the partner with the appropriate forms for the declaration of expenses and the respective instructions for their completion.

Only the coordinator can submit technical implementation reports and financial statements to the Executive Agency by providing proof of progress of the project. Therefore, in order to provide adequate information on the progress of the project, the partner has to submit a Report to the coordinator consisting of an activity report describing the activities carried out and their outputs and results during the reporting period and a financial report presenting the costs incurred in accordance with the approved Application Form. The deadlines for Partner Reports are the following:

the partner has to respect the reporting deadlines of the Grant Agreement, and submit their Partner Report and supporting documents on validation of expenditure to the coordinator in due time as requested by the coordinator within 10 (ten) working days. Partner Reports and supporting documents on validation of expenditure not submitted to the coordinator within the set deadline will not be included in the progress report of the coordinator to be submitted to the Executive Agency. The coordinator may reject any item of expenditure which cannot be justified under the project and is not in line with the rules set out in the Grant Agreement and the Guidelines for the use of the Grant.

c) The Partner Reports should be drawn up in Euro. The partner shall convert into Euro the amounts of expenditure in the list of invoices incurred in the national currency before submission for validation. The expenditures shall be converted into Euro using the accounting exchange rate established by the Commission for the month in which the transfers from the Executive Agency are received in the coordinator's account (see question No. 90 in the FAQ document).

Practically, this means that:

- from the start of the eligibility period until the date that the second round of pre-financing is received, the rate for the month in which the first round of pre-financing was received should be applied;
- from the date on which the second round of pre-financing is received until the end of the eligibility period, the rate for the month in which the second round of pre-financing was received should be applied.

For more details please see question No. 90 in the FAQ document.

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Article 7: Management of the Project and Consortium Decision-making Modalities

For the management of the Action the following groups will be set up:

a) Steering Committee -

- **Composition:** the members of the consortium shall establish, within thirty days after the signature of this Agreement, a Steering Committee. It shall be composed of duly authorised representatives – one for each Member. After having informed the Project Manager in writing, each Partner shall have the right to replace its representative and/or to appoint a proxy, although it must make all reasonable endeavours to maintain the continuity of its representation. The Steering Committee shall appoint a Chair from amongst its members. There shall also be a Project Manager, who will perform the duties of the Secretary to the Steering Committee.
- **Responsibilities:** at its bi-annual meetings, the Steering Committee will decide on strategic decisions about the overall project, including any changes and modifications to the project, will approve each and every project deliverable presented to the Steering Committee (project deliverables will be sent to Steering Committee members at least 30 days before the meeting by the Quality Assurance Managers), will monitor the methodological aspects of the Action and adherence to the project plan, and will resolve any conflicts related to the partner consortium. The Steering Committee will also approve any changes to the budget over 10% of the budget headings, approve the addition of a new project partner to the project consortium and also the withdrawal of a partner from the project consortium, approve budget transfers between the partners, and will nominate a Partner Project Manager and Partner Financial Manager, etc. Some of the changes approved by the Steering Committee need to be further approved by the EACEA.
- **Meetings:** the Chair and the Secretary will jointly prepare in advance the agendas of the meetings, which will be reviewed by the other members and released and circulated by the Secretary. Members and/or deputy members will attend the meeting. The Secretary will record the minutes of the meeting and send the minutes for comments to the SC members within 15 working days; if no objections are raised within 10 working days, the minutes shall be considered approved.
- **Decision Making:** a consensus would be preferred, and the simple majority voting rule will be used universally provided that at least 70% of all the members are present. If the votes are divided equally, the Chair of the Steering Committee will have the deciding vote. If the coordinator has profound objections concerning compliance with a decision taken with regard to the Grant Agreement or the legal basis of the Tempus programme, the decision shall remain pending until the coordinator has clarified the matter with the EACEA. Should non-compliance be asserted, the decision will be annulled.

b) Project Management Board

- **Composition:** Project Manager, Financial Manager, Local Coordinator
- **Responsibilities:**
 - **Project Manager:** the Project Manager will have responsibility for the day-to-day management of the Project with appropriate project management techniques; he/she will intervene to resolve any possible incoming problems and will report to the Steering Committee. The Project Manager will be responsible for submitting the intermediate and final reports to the EACEA (except the financial part);



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- Financial Manager: the Financial Manager will be responsible for the financial management of the Project, and will report to the Steering Committee. The Financial Manager will be responsible for submitting the financial part of the intermediate and final reports to the EACEA;
- Local Coordinator: the Local Coordinator will provide local support for project logistics and will report to the Project Manager and Financial Manager. The Local Coordinator will help the Partners' Project Managers and the Partner Financial Manager with any local issues raised and will communicate with the local NTO. The Local Coordinator will be nominated by the partner Alternative Georgia in line with the project.
- Partner Project Manager: responsible for
 - project management in partner institutions
 - reporting to the Project Manager on a quarterly basis, and before each meeting of the Steering Committee
 - timely and quality completion of deliverables under the workstreams led by each partner
 - submission of a report on the progress of each deliverable to the Quality Assurance Manager, who is assigned to each deliverable by the Project Manager, in the mid-term and at least 90 days before the planned completion of each deliverable
 - satisfactory responses to the suggestions made by the Quality Assurance Manager for the involvement of the partners' staff in the completion of the deliverables led by each partner
 - participation of their staff in the completion of deliverables led by other partners to which person-days of the respective partner were assigned
- Partner Financial Manager: responsible for the financial management of partner institutions, and will report to the Financial Manager on a quarterly basis
 - providing information and documentation if requested by the Financial Manager
- Quality Assurance Manager: responsible for
 - checking the progress of the deliverable at the mid-term point of the planned completion of the deliverable
 - checking the quality of the deliverable before its submission to the Steering Committee for approval
 - suggestions for improvements addressed to the Partner Project Manager in charge of the deliverable in a period that allows at least 15 days for such improvements before the submission deadline
 - submission of the deliverable to the Steering Committee at least 30 days before the meeting of the Steering Committee closest to the submission deadline

Meetings:

Bi-annual regular project management and Steering Committee coordination meetings will be organised. In emergency situations, a Skype session will be used to ensure faster problem resolution and better understanding. A written record of each meeting will be created and archived.

Document plan:

All the project outcomes and documentation will be archived electronically and physically according to the EU and country regulations.

The Project Manager will be responsible for creating and regularly updating an electronic database and for the storage of information, and will report to the Steering Committee.

All Partner Project Managers will have access and will be responsible for their updates.



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Communication rules:

All official communication has to be in writing (email is sufficient) and has to be archived:

Official communication within the project shall follow the rules defined below:

- EACEA – only the coordinator is allowed to communicate directly with the Agency
 - The Steering Committee – only the Project Manager and Financial Manager of the project shall communicate directly with the Steering Committee
 - Project Manager – only the Steering Committee, Financial Manager, Local Coordinator, Partners Project Managers and Quality Assurance Managers shall communicate directly with the Project Manager
 - Financial Manager – only the Steering Committee, Project Manager, Local Coordinator, and Partners' Financial Managers shall communicate directly with the Financial Manager
 - Partner Project Manager – all stakeholders within the project can communicate with the Partner Project Managers
 - Quality Assurance Managers – the Project Manager, Project Partner Manager, and the Steering Committee can communicate with the Quality Assurance Manager
- The communication shall be on a quarterly basis and/or when requested by the parties.

Article 8. Rights and Obligations of the Coordinator and the Partners

The coordinator shall take all the steps needed to manage the project correctly and monitor its implementation in accordance with the Application Form submitted to the Executive Agency and the Grant Agreement.

The coordinator is responsible for the overall management of the project.

The coordinator has the right to receive accurate information from the partners.

In addition, the coordinator shall:

- provide a copy of the Grant Agreement to the partner;
- keep the partner informed on a regular basis about all relevant communication between the coordinator and the Executive Agency;
- inform the partner about all essential issues connected with the project implementation without any delay;
- submit an Intermediate Report and Final Report to the Executive Agency by the deadline given in the Grant Agreement and its annexes;
- approve the Intermediate and Final Reports;
- provide an external audit report together with the Final Report at the end of the project;
- transfer funds to the partner in two (or more) instalments;
- in the event of irregularities, the coordinator bears the overall responsibility towards the Executive Agency for the repayment of the amount that was unduly paid. By way of derogation from this principle, if the irregularity is committed by a partner, the partner concerned shall repay to the coordinator the amounts that were unduly paid.

The coordinator and the partners are jointly and equally responsible for carrying out the action in accordance with the terms and conditions of the Grant Agreement.

The coordinator and the partners are responsible for complying with any legal obligations incumbent on them jointly or individually.

The partner shall respect all the rules and obligations set forth in the Grant Agreement.

In addition the partner shall:

- familiarise itself with the Grant Agreement, Guidelines, and FAQ and comply with the rules;
- provide the staff, facilities, equipment, and material necessary to perform the project activities;

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- support the coordinator in fulfilling their tasks according to the Grant Agreement;
- provide the coordinator without any delay with any information needed to draw up the Intermediate Report and the Final Report on a quarterly basis, to react to any request by the Executive Agency, and to provide any further information needed by the coordinator;
- approve the Intermediate and Final Reports;
- receive the NTO and the Agency for the monitoring of the Action and provide them with the necessary information;
- the detailed Financial Work Plans as required by the coordinator should be prepared by each partner and provided to the coordinator according to the template designed by the coordinator. The Financial Work Plans should be in line with the Work Plan and Work Packages of the project;
- inform the coordinator immediately about any delay in the performance of the activities or any circumstances that could lead to a temporary or final discontinuation of the project;
- inform the coordinator in writing of any modifications to its work plan, timetable, or budget headings and receive the approval of the coordinator and the Steering Committee for these changes;
- inform the coordinator about any change in the personnel, tasks, or procedures of its project team;
- maintain either a separate accounting system or an adequate accounting code for all transactions related to the project;
- inform the coordinator about the details of the bank account where the part of the Executive Agency contribution shall be transferred by the coordinator;
- complete the activities foreseen for each reporting period of the project implementation;
- have the expenditures incurred and paid in the given reporting period defined in Article 6 of this Agreement and submit supporting documents on the validation of expenditures to the coordinator every 3 months. The expenditure of the partner not covered by supporting documents on the validation of expenditure in the given reporting period can be requested only for the next reporting deadline following the reporting period concerned;
- comply with Tempus and national rules, including rules on public procurement, state aid, publicity and equal opportunities;
- the partner is responsible for the due implementation of its respective contribution to the project and for the proper fulfilment of its obligations as set out in this Agreement. Should a partner not fulfil its obligations under this contract in due time, the coordinator shall direct it to fulfil them within a reasonable period of time. The partner will undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the coordinator shall propose to the Steering Committee that the partner in question be excluded from the project. The Executive Agency shall be promptly informed of such an intended decision by the coordinator and the change in the partnership has to be approved by the Executive Agency according to the provisions of the Grant Agreement;
- the partner shall take financial responsibility for the EC contribution and its own related contribution to the project.

Article 9 – Intellectual Property

The cooperation under this project is regarded as a strategic partnership. The beneficiaries make in-kind contributions and offer their intellectual know-how in order to get a collective product. Copyrights will be respected as follows:

1. material already developed and brought in may only be used within the scope of the project as templates of good practice. Copyrights have to be strictly safeguarded, and permission for reproduction and the scale of reproduction have to be settled beforehand;



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2. where beneficiaries develop material within the scope of the project, this material will be available for all partners as a means within the common goals set in the partnership;
3. joint products in tangible form, such as documents, lectures, syllabi, CD-ROMs, and online data as the authorised results of this project work may be disseminated and translated into the respective beneficiary's mother tongue for free, as long as they are not marketed for profit. The project partner listed as the author of the project deliverable has to be notified and acknowledged (see the list of authors in point 4);
4. authorship of the following deliverables belongs to the authors of the deliverable, as listed below:

Deliverable No.	Deliverable content	Authorship holder
20	Midterm project report I.	all partners
21	Annual project report I.	all partners
22	Midterm project report II.	all partners
23	Annual project report II.	all partners
24	Midterm project report III.	all partners
25	Annual project report III.	all partners
28	Dissemination report on project outreach I.	Alt Geo
29	Dissemination report on project outreach II.	Alt Geo
30	Dissemination report on project outreach III.	Alt Geo
8	Conceptual framework of lifelong learning for professions in addictology services	AltGeo /CUNI
11	Conceptual framework for practical training events	AltGeo/CUNI
12	Contractual framework for practical training events	AltGeo/CUNI
14	Report – current standards in addictology practice	GAA/CUNI
15	Report – international standards in addictology	GAA/CUNI
16	Conceptual framework for GE quality standards	GAA/CUNI
34	Evaluation report I. – Internal and external	CUNI
35	Evaluation report II. – Internal and external	CUNI
36	Evaluation report III. – Internal and external	CUNI
17	2013 Annual Report on the Drug Situation in Georgia	ISU/CUNI
18	2014 Annual Report on the Drug Situation in Georgia	ISU/CUNI
19	2015 Annual Report on the Drug Situation in Georgia	ISU/CUNI
1	Summer school in Krakow	Lecturers
2	Summer school in Berlin	Lecturers
9	Lifelong learning accreditation/acknowledgement	Lecturers
10	Teaching lifelong learning modules in addictology	Lecturers
27	Seminar introducing addictology	Lecturers
33	Seminar held for institutional representatives	Lecturers
13	Practical training events in the field	n.a.
26	Team meetings	n.a.
31	Proposal for addictology qualification framework	public domain
32	Proposal for quality standards in addictology	public domain
3	Development of modules in addictology on BA level	respective university
4	Teaching modules in addictology on BA level	respective university
5	Piloting of MA in addictology (ISU)	respective university



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6	Curricula of MA in addictology	respective university
7	Piloting MA in addictology (RSU, GIPA)	respective university

5. workstream leaders are owners of the data collected under their individual workstreams;
6. authorship of other peer-reviewed publications emanating from the project and its data will be decided on the basis of ISAJE standards (<http://www.parint.org>);
7. the co-ordinator will check conflicts of interest with other WS leaders and partners, and will inform the Steering Committee. The Steering Committee will decide about the transfer and protection of foreground and IPR as foreseen in the Grant Agreement and according to the EU Management Guide and the standard scientific publishing rules.

Article 10. Information and Publicity

Any publicity measure undertaken by any of the partners must follow the rules applicable to the visibility of EC educational and cultural programmes, and be in accordance with Article I.10.3 of the Grant Agreement.

Information and publicity measures will be coordinated among the partners. Each partner is equally responsible for promoting the fact that financing is provided from European Union funds within the framework of the Tempus programme and for ensuring that the project is given adequate publicity.

The use of the results of the action includes the right, for the Agency and/or the Commission, to request that the beneficiaries make the results available to the public via the European Commission-supported information platform 'EVE', available at the following Internet address: <http://ec.europa.eu/eve/>.

Article 11. Changes in the Project Partnership

In view of the fact that all changes in the partnership must be notified to the Executive Agency and prior approval requested, the following requirements are necessary for different modifications to the project partnership:

- the addition of a project partner requires endorsement from the new member (signed by their legal representative), a letter of acceptance from all the other partners (signed by the Steering Committee Members), and a mandate signed by the coordinator and the new partner. These will be forwarded by the coordinator to the EACEA together with the request;
- the withdrawal of a Project Partner requires a written explanation from the coordinator and the withdrawing Project Partner, signed by the legal representative of the withdrawing partner. Where the minimum partnership requirements are no longer fulfilled, the Executive Agency reserves the right to decide on the continuation of the Grant Agreement;
- a change in the contact person for the partner requires written confirmation signed by the new contact person and by the legal representative of the partner and by the former contact person;
- if a partner withdraws from the project or is debarred from it the remaining partners will undertake to find a rapid and efficient solution to ensure the further proper implementation of the project without any delay. Consequently, the project partners will endeavour to cover the contribution of the withdrawing project partner, either by one or more of the present project partners assuming its tasks or by asking one or more new participants to join the project partnership, depending on the respective provisions of the programme;
- the provisions set for audits in Article 4 of this Agreement remain applicable to a partner that backed out of the project or was debarred from the project.

Article 12. Language

The working language of the partnership shall be English. Any official internal documents of the operation shall be made available in the language of the Grant Agreement, i.e. in English.

Article 13. Conflict Resolution

The Steering Committee is responsible for conflict resolution within the partnership. If the Steering Committee cannot resolve the conflict, the coordinator will ask the Agency for help.



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Article 14. Competent and Applicable Law

- a) This Agreement is governed by the law of the Czech Republic, this being the law of the country of the coordinator.
- b) This Partnership Agreement is concluded in English. In the event of a translation of this Agreement and its annexes into another language than English, the English version shall prevail.
- c) The parties will make an effort to settle any disputes arising from this Agreement out of court. In the event that an agreement cannot be reached in due time, the parties hereby agree that the court that has jurisdiction over the matter in the Czech Republic shall be the venue for all legal disputes arising from this contract.

Article 15. Other provisions

- a) Any amendments to this Agreement shall be in writing, numbered in ascending order, signed by the coordinator and the partner, and shall constitute an integral part hereof.
- b) Amendments and supplements to the present Agreement must be in written form and have to be indicated as such. As agreed by the Parties, amendments and supplements that do not respect the required form shall not be taken into account.
- c) If any provision in this Agreement should be wholly or partly ineffective, the remaining provisions remain binding for the parties.
- d) The coordinator and the partner commit themselves to taking measures to ensure that all staff members carrying out the work respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties, or use it without the prior written consent of the coordinator and the partner.
- e) 3 (three) original copies will be made of this Agreement; of which each party keeps one original and one original is attached to the Grant Agreement.

Article 16. Termination

In the event that the partner or the coordinator substantially or repeatedly fails to perform any of its obligations under the present Agreement or the Grant Agreement, the other Party may terminate or cancel this Agreement.

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

The grant is governed by the terms of this Agreement and the Grant Agreement. This shall apply to additional Annexes to the Grant Agreement approved by the Executive Agency.

Annexes

1. Annex I: A copy of the Grant Agreement signed between the coordinator and the Executive Agency with all its Annexes



TEMPUS PROJECT ADDIGE
544219-TEMPUS-1-2013-1-CZ-TEMPUS-SMHES

Signatures

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

For the Partner (.....) ^{MDRC}

Amiran Gamkrelidze
Name of the representative

Director General
Position

Date and Place:

Tbilisi 02.07.2014

Signature

Stamp of the institution



For the Coordinator (CUNI)

Prof. MUDr. Aleksi Šedo, DrSc.
Name of the representative

Dean of the First Faculty of Medicine
Position

Date and Place:

PRAGUE

25-06-2014

Signature

Stamp of the Institution



Handwritten signature