PROJEKT TEMPUS

Projekt No. 543681-TEMPUS-1-2013-1-DE-TEMPUS-JPHES - CruiseT
„Network of competence centres for the development of cruise tourism in the Black Sea region“

AGREEMENT NUMBER: 15

CONTRACT BETWEEN THE CONTRACTOR AND THE PARTNER

This contract, drawn up under the TEMPUS PROGRAMME shall govern relations between:

Contractor: P1
Name: University Paderborn
Represented by: Simone Probst, Vice President, contractor of the project
Contact Person: Prof. Dr. Niclas Schaper, coordinator of the project
Address: Warburger Str. 100, 33098 Paderborn, Deutschland

Company ID: DE811209907
VAT number: on the one hand

Bank account:
Volksbank Paderborn-Höxter-Detmold, Neuer Platz 1, D-33098 Paderborn
Account: 8747040000
BLZ: 47260121
IBAN: DE55 4726 0121 8747 0400 00
BIC: DGPBDE3MXXX
Sort Code: Euro
Reference: 3010230252 CruiseT

Partner: P15
Name: Caucasus International University
Address: Chargali St. 73, 0192 Tbilisi, Georgia
Contact Person: Prof. Dr. Elisabet Malania, Prof of the Faculty of Business
Company ID: 201951637
VAT number: and represented for the purposes of signature of this agreement by:
Article 1/Subject

1. Having regard to the provisions of Project 543681-TEMPUS-1-2013-1-DE-TEMPUS-JPHES - CruiseT committed themselves to carrying out the work programme covered by this contract.

This work programme comes under the Agreement n° 543681-TEMPUS-1-2013-1-DE-TEMPUS-JPHES - CruiseT between the Contractor and the European Commission, DG Education and Culture, Unit A.5, Brussels, Belgium.

2. The total cost of the project for the contractual period referred to by the Agreement n° 543681-TEMPUS-1-2013-1-DE-TEMPUS-JPHES - CruiseT is estimated at 1338,013,60 €.

3. The maximum TEMPUS program contribution to cover expenditure incurred by the members of the Partnership participating in the programme shall be 1204,103,28 €

4. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° 543681-TEMPUS-1-2013-1-DE-TEMPUS-JPHES - CruiseT

5. This contract shall regulate relations between Contractor and Partner and their respective rights and obligations with regard to their participation in the project n° 543681-TEMPUS-1-2013-1-DE-TEMPUS-JPHES - CruiseT passed between the Caucasus International University and the Contractor.

6. The subject matter of this contract and the related work programme are detailed in the activity program approved on annual basis during the realization of the project.

Article 2/Duration

1. The project referred to in Article 1 has duration of 36 months. It starts on 01.12.2013 and ends on 30.11.2016


Article 3/Obligations of the Contractor

The Contractor shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the project set out in this contract and in its annexes, in accordance with the objectives of the project as
set out in the Agreement concluded between the European Commission and the Contractor;

2. to notify and provide the Partner with any amendment made to the Agreement n° 543681-TEMPUS-1-2013-1-DE-TEMPUS-JPHES - CruiseT concluded with the European Commission;

3. to manage the financial budget of the project mainly in the field of mobility costs, staff costs and overheads targeted to the partner.

4. to comply with all the provisions of Agreement n° 543681-TEMPUS-1-2013-1-DE-TEMPUS-JPHES - CruiseT binding the Contractor to the European Commission.

Article 4/Obligations of the Partner

The Partner shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the project TEMPUS - CruiseT set out in this contract and in accordance with the objectives of the project as set out in the Agreement n° 543681-TEMPUS-1-2013-1-DE-TEMPUS-JPHES - CruiseT and the Contractor;

2. to comply with all the provisions of Agreement n° 543681-TEMPUS-1-2013-1-DE-TEMPUS-JPHES - CruiseT binding the Contractor to the European Commission;

3. to communicate to the Contractor any information or documents required by the latter that is necessary for the management of the project;

4. to accept responsibility for all information communicated to the Contractor, including details of costs claimed and, where appropriate, ineligible expenses;

Article 5/Financing

1. The total expenditure to be committed by the Partner for the period covered by this contract is estimated at EUR 70,442,39 (including all taxes and duties).

2. The TEMPUS program contribution for the Partner shall be a maximum amount of EUR 64,442,39

3. The TEMPUS program contribution for the Partner will be for mobility grants maximum amount EUR 32,642,39, for staff costs maximum amount EUR 10,000,00, for costs of purchase of equipment maximum amount of EUR 17,100,00, for costs of printing and publishing maximum amount EUR 2,000,00, for other costs maximum amount EUR 1,200,00 and overheads (postal charges, telecommunication costs, administrative costs, bank fees) maximum amount EUR 1,500,00 during the duration of the project.

Article 6/Co-financing
The Partner’s contribution to the project amounts to 6,000.00 EUR will be in the form staff costs.

Article 7/Payments

1. The Contractor commits himself to carrying out payments relating to the subject matter of this contract to the Partner according to the achievement of the tasks and according to the following schedule:

   - Mobility grant payments directly to the grand holders based on the activity plan for particular years,
   - Staff costs payments to the bank account of the partner retrospective on an annual basis based on the agreements concluded between individuals and partner,
   - Equipment costs payments directly to the distributors of the equipment based on additional agreements between distributors and contractor,
   - Printing and publishing costs payments to the bank account of the partner based on official cost statements,
   - Other costs payments to the bank account of the partner based on official cost statements,
   - Overheads on annual basis as advance payments.

2. Any revenue generated by the project and received by the Partner shall be declared and communicated to the Contractor.

3. The partner will open special bank account without interest rate and bank fees for the purposes of this project on the name of the Caucasus International University.

Article 8/Bank account

Overheads payments shall be made to the partner’s bank account denominated in euro, as indicated below:

Name of bank: [name of bank] JSC TBC BANK
Address of branch: [street, house no.] [postal code] [city] Marjanishvili 7 ; 0102 ; Tbilisi
Precise denomination of account holder: Caucasus International University
IBAN account code  GE83TB0861336180100001
SWIFT/BIC code: TBCBGE22

Article 9/Reports

1. The Partner shall provide the Contractor with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 30.11.2016 at the latest.

Article 10/ Monitoring and supervision

1. The Partner shall provide without delay the Contractor with any information that the latter may request from him concerning the carrying out of the TEMPUS CruiseT project covered by this contract.
2. The Partner shall make available to the Contractor any document making it possible to check that the aforementioned work programme is being or has been carried out.

**Article 11/ Liability**

1. The Partner shall protect the European Commission, the Contractor and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract, to the extent that these damages are not due to the serious or intentional negligence of the European Commission, the Contractor or their personnel.

**Article 12/ Termination of the contract**

1. The Contractor may terminate the contract if the Partner has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to force majeure, after notification of the Partner by registered letter has remained without effect for one month.

2. The Partner shall immediately notify the Contractor, supplying all relevant information, of any event likely to prejudice the performance of this contract.

**Article 13/ Settlement of disputes**

All disputes arising out of or in connection with this Consortium Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

**Article 14/ Amendments or additions to the contract**

Amendments to this contract shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this contract.

**Annexes**


b) Estimated eligible budget.

c) Detailed budget relating to the activities of the Partner (costs associated with the activities and sources of financing).

Done at ................................................................., in three copies.
For the Contractor,

The legal representative
(name and function)
Simone Probst

Vice President

[ signature ]

[ date ]
Paderborn

For the Partner,

The legal representative
(name and function)
Kakhaber Kordzaia    Rector

Professor, Caucasus International University

[ signature ]

[ date ] 03.04.2014
Tbilisi