



SWAP

Sustainable solid WASTE management and Policies

Partnership Agreement

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Version	Date	Main Author	Summary of updates
v0	27/01/2021	Anja Giebelhausen, TUHH	First draft.
v1	01/03/2021	Michael Hippen, TUHH	Legal check.
Final draft_pre- partners review	04/03/2021	Caterina Picuno, TUHH	Pre-final draft for partners' reviews.
Final draft	08/04/2021	Anja Giebelhausen, Caterina Picuno, TUHH	Partners' reviews are integrated where necessary.



ABSTRACT

The Partnership Agreement of the SWAP Project covers various financial, technical, and legal aspects related to the implementation of the project. The Agreement is made among the members of the Consortium and is signed by the legal representatives of each partner institution.

This document sets the rules that are internal to the Consortium. By signing this document, the parties agree on a set of rules, e.g. beneficiaries' obligations and responsibilities, general structure of the governing bodies, financing and payment arrangements. Furthermore, additional elements are agreed upon, such as confidentiality and data protection, ownership and property rights, liability, conflict of interest, and conflict resolution.

KEYWORDS

Partnership Agreement; roles and responsibilities; payments; reporting mechanisms; conflict management.

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PARTNERSHIP AGREEMENT

Grant Agreement Number: 618723-EPP-1-2020-1-DE-EPPKA2-CBHE-JP

Entitled Action: **Sustainable solid Waste management and Policies (SWAP)**

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Partnership Agreement

Grant Agreement Number: 618723-EPP-1-2020-1-DE-EPPKA2-CBHE-JP
Entitled Action: Sustainable solid Waste management and Policies (SWAP)

The present Partnership Agreement hereinafter referred to as “the Agreement”, is made and entered into by and between

1. **TUHH - Technische Universität Hamburg** (Hamburg University of Technology (TUHH))
Am Schwarzenberg Campus 1
DE-21073 Hamburg
Germany

hereinafter referred to as the “coordinator”, represented for the purposes of signature of the Agreement by Prof. Dr.-Ing. Andreas Timm-Giel, president, the legal representative as defined in the Grant Agreement 618723-EPP-1-2020-1-DE-EPPKA2-CBHE-JP

and the following beneficiaries:

2. **I.F.O.A. - Istituto Formazione Operatori Aziendali**, via Gianna Giglioli Valle, 11, 42124 Reggio Emilia, Italy. Legal Representative: Umberto Lonardoni, Director General
3. **POLIBA - Politecnico Di Bari**, via Amendola 126/B, 70126 Bari, Italy. Legal Representative: Prof. Francesco Cupertino, Rector
4. **EURO Training Educational Organization**, Veranzerou 1, GR10677, Athens, Greece. Legal Representative: Marina Zotaki, President
5. **HUAF – Hue University of Agriculture and Forestry** - Truong Dai Hoc Nong Lam – Dai Hoc Hue, 102 Phung Hung Street, Hue City, Vietnam. Legal Representative: Duc Tran Thanh, Rector
6. **TUAF – Thai Nguyen University of Agriculture and Forestry** - Truong Dai Hoc Nong Lam, Quyet Thang Commune, Thai Nguyen City, Thai Nguyen Province, Vietnam. Legal Representative: Assoc. Prof. Dr. Van Dien Tran, Rector
7. **RUA - Royal University of Agriculture**, P.O. Box 2696, Chamkar Daung, Dangkor District, Phnom Penh, Cambodia, Legal Representative: Prof. Dr. NGO Bunthan, Rector
8. **UHST - University of Heng Samrin Thbongkhmum**, Nikum Leu Village, Sralap Commune, Thbongkhmum District, Thbongkhmum Province, Cambodia. Legal Representative: H.E. Vannaro PIN, Rector
9. **COMPED - Cambodian Education and Waste Management Organisation**, #2, Street Betong, Roluos Village, Sangkat Choeung Ek, Khan Dangkor, Phnom Penh Capital, Cambodia. Legal Representative: Mr. Rithy Uch, Director
10. **CMU - Chiang Mai University**, 239 Huay Kaew, Suthep Rd., Muang, Chaing Mai, Thailand, 50200. Legal Representative: Clinical Professor Niwes Nantachit, M.D., President
11. **MJU - Maejo University**, Maejo University 63 Sansai-Phrao Road, Nongharn Sub-district, Sansai District, Chiang Mai, 50290, Thailand. Legal Representative: Asst. Prof. Pawin, Manochai

hereinafter referred to as the “beneficiaries”, represented for the purpose of signature of this Partnership Agreement by their legal representatives, according to the Mandates previously signed and attached to the Grant Agreement.



Where a provision applies without distinction to the "coordinator" and the "beneficiaries", for the purpose of this Agreement they will be collectively referred to as the "beneficiaries" or the "parties".

The parties hereby have agreed as follows:

Article 1

Subject of the Partnership Agreement

1.1 This Agreement defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ CBHE action Sustainable solid WASTE management and Policies (SWAP) (hereinafter referred to as the "project").

1.2 The coordinator and the beneficiaries shall undertake reasonable efforts to carry out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement (GA 618723-EPP-1-2020-1-DE-EPPKA2-CBHE-JP), concluded between the coordinator and the beneficiaries listed in Annex IV of the Grant Agreement on the one part, and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency") on the other part, related to the above-mentioned project.

1.3 The subject matter of this Agreement and the related work programme are detailed in the annexes of the Grant Agreement. The respective Grant Agreement terms and conditions, related annexes and guidelines, shall form an integral part of the present Agreement, and take precedence over it (see Article 20 of the present Agreement for the list of annexes).

1.4 The coordinator and the beneficiaries shall be bound by the terms and conditions of this Agreement, the Grant Agreement, and any further amendments of the latter.

Article 2

Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the coordinator has been discharged in full of his obligations arising from the Grant Agreement GA 618723-EPP-1-2020-1-DE-EPPKA2-CBHE-JP signed with the Executive Agency.



Article 3

Obligations and responsibilities

3.1 General obligations and role of the beneficiaries (including the coordinator).

Each party undertakes to take part in the efficient implementation of the Project and to cooperate, perform and fulfil, promptly and on time, all of its obligations under this agreement as may be reasonably required from it. Each party is responsible for carrying out those specific project activities which can reasonably be allocated to it in the manner and scope as indicated in the Grant Agreement.

3.2 Specific obligations and role of the coordinator.

The coordinator undertakes to:

- (a) be responsible for the overall coordination, management, and implementation of the project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the beneficiaries and the Executive Agency, and inform the beneficiaries of any relevant communication exchanged with the Executive Agency;
- (c) inform the beneficiaries of any changes connected to the project or the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (d) as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) comply with all reporting requirements vis-à-vis the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- (f) establish payment requests on behalf of the beneficiaries, as per the general dispositions of Article I.4 of the Grant Agreement;
- (g) provide one copy of this Agreement duly signed to each beneficiary and the Executive Agency within 6 (six) months of the signature of the Grant Agreement;
- (h) provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the Guidelines for the Use of the Grant, the various reports templates, and any other relevant document/s concerning the project;
- (i) transmit to the beneficiaries copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Executive Agency following report assessment and field monitoring visits.
- (j) The coordinator may request at any time all information necessary for the reporting of the project to be sent in an appropriate manner. The coordinator may specify a format for this purpose.



3.3 Specific obligations and role of each beneficiary (excluding the coordinator).

Each beneficiary undertakes to:

- (a) ensure adequate communication with the coordinator and with the other beneficiaries;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement;
- (c) submit in due time to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;
- (e) notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan, etc.);
- (f) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and any change in its name, address, or legal representative;
- (g) comply with ERASMUS+ and national rules, including rules on public procurement, state aid, publicity and equal opportunities;
- (h) be responsible for the sound financial management of the funds allocated to the beneficiary;
- (i) prepare and submit the beneficiaries reports in timely manner to the coordinator.

3.4 Project management structure

The SWAP consortium consists of 11 partners (a coordinator and 10 beneficiaries) of which 7 are WP Leaders with management responsibility. In addition, the project includes a set of 15 associated partners.

The management structure consists of the

- Project Coordinator (Coordinator)
- Project Management Board (MB)
- Local co-ordinating partners (1 per country: 1 from Thailand – 1 from Vietnam – 1 from Cambodia)
- Work package (WP) Leaders
- Task Leaders (TL) and Task Contributors
- Advisory Board (associated partners).



The **project coordinator** (TUHH) has the overall responsibility for the project. Besides the responsibility towards the EXECUTIVE AGENCY, the consortium trusts that the coordinator supports all project processes. The project coordinator is also responsible for conflict moderation and resolution between partners. The project manager provides management support and advice to all WP Leaders.

The overall decision-making body within the project is the **project management board** (MB). The MB can call additional experts if needed. The decisions at WP level are made by the WP Leaders, which should be made in compliance with decisions taken on the overall project level. The Tasks Leaders (TL) are responsible to implement the tasks in accordance with the overall WP strategy. The TLs report to the WP Leaders and the WP Leaders report to the project coordinator (and to the MB). Conflicts at the WP level can be tackled by the WP Leaders. If the WP Leaders need a neutral moderator or are concerned by the conflict itself, the project coordinator will try to solve the issues. Otherwise, the conflict parties can agree on another neutral moderator.

The project coordinator organises, moderates and documents the **management board** meetings. The management board **consists of one representative of each partner** and is chaired by the project coordinator. It is the decision-making body of the project. The WP Leader will include issues related to their WP in decisions made at the overall project level. Any decision made within the Management Board needs to be reached by simple majority of the present members. The Management Board meetings will be combined with other project meetings (2 meetings per year) starting with the kick-off meeting. Several of these meetings may be held online. The detailed description of project management processes/roles will be outlined in the management manual (D7.2).

The coordinator is supported in its coordination work by one representative for each south-east Asian country who will act as **local coordinating partner**. The role of the local coordinating partners is to support less experienced partners in the three countries in terms of content and administrative issues, such as reporting, financial statements, timesheets, equipment purchase, etc. In addition, the local partners shall secure communication with other partners and the coordinator in terms of language issues.

The **WP Leaders** were distributed in an even way to ensure active participation of all partners. The WP Leaders have the necessary competences in regard to the content. As such they are qualified to coordinate the WP activities and contribute to decisions related to their WP and the overall project as members of the Management Board.

WP1 (Preparation) is led by HUAF from Vietnam, ensuring a successful start of the project's activities. EURO Training leads WP2, aimed at developing educational products for university graduates. The development of educational materials and strategies addressed to vocational trainees is, instead, the core aim of WP3, coordinated by RUA. WP4 is led by IFOA and aims at setting up a new infrastructure for learning – i.e. Open Online Learning Management System and Training Hubs. The quality of the project is ensured by the activities of WP5, coordinated by POLIBA. Dissemination and exploitation are addressed in WP6 and led by MJU. The overall Management (WP8) is performed by TUHH.

For the WPs and tasks, ALL partners are involved to ensure their very active participation and influence on the project and its outcomes. This active involvement in all activities and all decisions will ensure that the project delivers results that are based on clear needs, developed in collaboration, and thus of sustainable use for all partners. This way the project ownership is ensured as well as successful collaboration during the project and beyond.



An **Advisory Board** of representatives from Associated Partners will serve to advise on scientific and management activities, give input on the progress of the project, support the verification of milestones, and ensuring the link between academia and enterprises.

The following Figure 1 displays the overall project management structure.

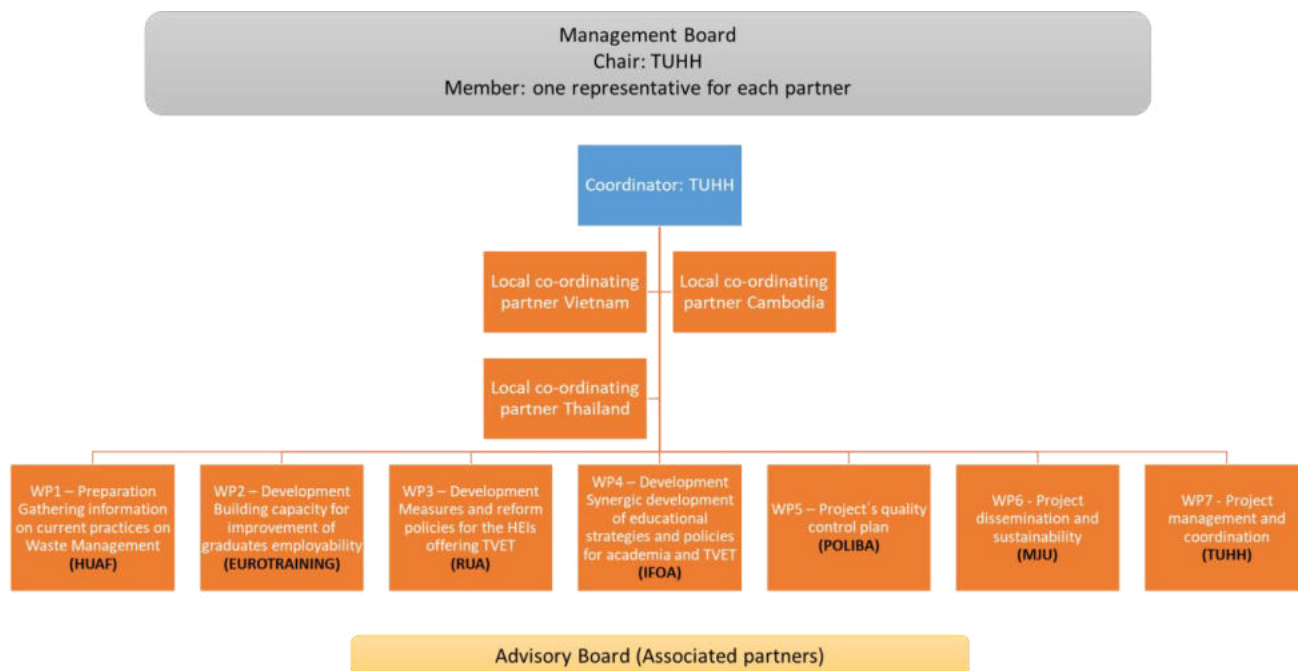


Figure 1: Project management structure

Article 4 Financing the action

4.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to EUR **942,350.00** and shall take the form as stipulated in Annex III of the Grant Agreement.

4.2 The Erasmus+ grant contribution is awarded to the partnership under the form of:

- a "*reimbursement of actual costs*" for Equipment and Subcontracting costs
- a "*unit contribution*" to the costs incurred for Staff costs Travel costs and costs of Stay

4.3 The grant contribution to the project is intended to cover only part of the costs actually incurred by the beneficiaries in carrying out the activities foreseen. The beneficiaries commit to provide additional resources to the project so as to ensure its full implementation in accordance with the Grant Agreement. The beneficiaries shall provide, in their progress reports, an indication on the level and source of co-funding they contributed to the project.



4.4 Full details of the estimated budget breakdown per funding source, beneficiary, and budget category are given in Annex I of this Agreement.

4.5 The coordinator has the authority to propose to the Management Board the reallocation of activities among beneficiaries in line with the Grant Agreement, especially those related to the articles of the Grant Agreement defining the penalties for poor, partial, or late implementation of project activities (Article I.18.) and visibility obligations (Articles I.10.9. and I.10.10) with the purpose of sound financial management and to avoid any possible risks. The reallocation of project activities will be followed by the corresponding budget reallocations, which will be approved by the Management Board.

Article 5

Payment arrangements

5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each beneficiary using the bank accounts of each beneficiary as provided by each beneficiary to the coordinator.

For this purpose, the beneficiary will send a “Request for payment transfer” (using the form presented in Annex V of this agreement) to the coordinator, duly signed by the legal representative of the beneficiary, for each instalment defined/calculated by the coordinator on the basis of previously verified expenses (where applicable). All payments shall be made to the beneficiary’s bank account, denominated in EURO. If bank accounts are denominated in other currencies than EURO, any costs or losses due to currency exchange rates are covered by the recipient. The same holds true for bank transfer costs. Special provisions on the conversion rate have to be fulfilled according to grant agreement Article I.10.2.

If the bank account of the beneficiary changes, the new bank account details need to be communicated in a timely manner to the coordinator. If the changes are not communicated in a timely manner and additional bank or other charges occur, these costs will be deducted from the intended payment.

5.2 The transfer of the Erasmus+ grant contribution to individual beneficiaries will be implemented in accordance with the payment plan as outlined in Table 1 in this Article.

5.2.a First pre-financing (Part 1) Payment in advance:

30 days after completion of all signatures of this Agreement:

60% of the first pre-financing Erasmus+ grant contribution as identified in Annex I of this Agreement will be transferred, following the general regulations stated in the Grant Agreement Article 1.4.

5.2.b All other payments: Precondition for all other pre-financing payments is the provision of documents to verify expenses of the first and all other previous pre-financing payments, as outlined in the Grant Agreement.



		60%	40%	100%	100%	
		First pre-financing Part 1 (30 days from signature PA)	First pre-financing Part 2 (M9)	Second pre- financing (M24)	Final balance	Total
P1	TUHH	40,101.00 €	26,734.00 €	53,468.00 €	13,367.00 €	133,670.00 €
P2	IFOA	31,088.70 €	20,725.80 €	41,451.60 €	10,362.90 €	103,629.00 €
P3	POLIBA	28,028.70 €	18,685.80 €	37,371.60 €	9,342.90 €	93,429.00 €
P4	EUROTRAINING	27,621.00 €	18,414.00 €	36,828.00 €	9,207.00 €	92,070.00 €
P5	HUAF	22,947.10 €	15,298.07 €	30,596.13 €	7,649.03 €	76,490.33 €
P6	TUAF	21,977.20 €	14,651.47 €	29,302.93 €	7,325.73 €	73,257.33 €
P7	RUA	23,364.40 €	15,576.27 €	31,152.53 €	7,788.13 €	77,881.33 €
P8	UHST	21,904.90 €	14,603.27 €	29,206.53 €	7,301.63 €	73,016.33 €
P9	COMPED	12,257.40 €	8,171.60 €	16,343.20 €	4,085.80 €	40,858.00 €
P10	CMU	26,838.10 €	17,892.07 €	35,784.13 €	8,946.03 €	89,460.33 €
P11	MJU	26,576.50 €	17,717.67 €	35,435.33 €	8,858.83 €	88,588.33 €
	Total	282,705.00 €	188,470.00 €	376,940.00 €	94,235.00 €	942,350.00 €

Table 1: Payment Plan

As outlined in table 1, the first pre-financing of 50% of the maximum Erasmus+ grant contribution is divided into two parts: 60% of the “first instalment” is transferred to the beneficiaries 30 days upon receiving the signed partnership agreements by the beneficiaries, and 40% after project month (PM) 9. The “second instalment” is transferred in full in PM 24, provided that a corresponding instalment has been transferred by the Agency and received by the coordinator.

The maximum grant contribution and the break-down of the five budget items (staff costs, travel costs, costs of stay, equipment costs, and subcontracting costs) are displayed in Annex III of the grant agreement. All transfers following the first one will only be made if the beneficiaries demonstrate expenditures covering at least 70% of the total amount already transferred in previous instalments.

5.2.c Final balance: the final amount of the grant to be transferred to the beneficiaries by the coordinator will be defined only once the total Erasmus+ grant has been confirmed by the Executive Agency and after the approval of the final report. The coordinator will transfer the remaining grant to the beneficiaries within 30 days after the receipt of the final payment from the Executive Agency.

Nevertheless, the beneficiaries input to the final financial report shall include their full project budget as defined in Annex I of this agreement, with the following proofs for expenditure: Proofs of expenditure/activity covering the amount already transferred including requested supporting documentation for the justification of costs incurred; proofs that the activities have been actually and properly implemented and/or that the expected output(s) have been produced; reports requested by the Executive Agency, as well as internal reports on the implementation of the project. Reporting obligations are described in Article 6 of this agreement.

5.3 Beneficiaries are obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its Annexes. Erasmus+ grant amounts received in advance and not used by



the beneficiaries will be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.

5.4 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the project, the following procedure will apply:

The beneficiary/ies responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator within 15 working days after receipt of notice from the coordinator.

If the actual eligible expenditure is lower than previously received instalments and parts of the funds have not been consumed until the end of the project, the beneficiary will reimburse the corresponding amount to the coordinator within 15 working days after the termination of the project.

5.5 The costs of financial transfers shall be borne as follows:

All costs of dispatch/receipt charged by the bank and costs for repeated transfers are covered by the recipient of the payment.

5.6 In the exceptional event that expenses are preliminarily covered by one party for a different party/parties of this Agreement such as

- expenses which are booked to the accounts of a party, but are related to another party's project share, shall not alter the financing of the action.

- The Costs and funding related to such payments shall be balanced in such a way that the financial effect for the Party in the accounts of which the payment is booked ("the paying Party") is neutral. This shall preferably be achieved by appropriate deductions from payments by the Executive Agency which are to be forwarded to the Co-beneficiary responsible for the concerned budget shares, and corresponding increases of such payments to the paying Party.

In the exceptional case the accumulative amount received from the Executive Agency is not sufficient to cover the costs, the coordinator may demand a payment by the beneficiary concerned. In this case, 5.4 shall apply by analogy.

Article 6

Reporting

6.1 The coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the beneficiaries commit to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements, and any other documents required in the Grant Agreement. The timing for the provision of respective documents will be communicated by the coordinator according to the project's needs.

6.2 The coordinator shall provide the beneficiaries with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO.



6.3 The beneficiaries shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for a period of **5)five(years after the payment of the final balance** under the Grant Agreement. The coordinator may reject any item, which cannot be justified in accordance with the rules set out by the Executive Agency in the Grant Agreement and in the Erasmus+ Programme Guide.

Article 7

Budgetary and financial management

7.1 The Erasmus+ grant contribution to the project's staff costs, travel costs, and costs of stay will be calculated on the basis of "unit contributions". The individual amounts are specified in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant.

7.2 The Erasmus+ grant contribution to the project's equipment and subcontracting costs will be based on the justification of the costs actually incurred. This justification will take the form of the support documentation specified in the relevant section of the Guidelines for the Use of the Grant.

7.3 The beneficiaries confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.

7.4 Each beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in project activities.

Article 8

General administrative provisions

8.1 Any important project-related communication between the parties shall be done in writing and addressed to the appointed project manager of each beneficiary in the project's working language, in English.

8.2 Any changes in this regard shall be communicated in a timely manner.

Article 9

Promotion and visibility

9.1 The coordinator and the beneficiaries shall ensure adequate promotion of the project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the project.

9.2 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 Grant Agreement and in the Erasmus+ Programme Guide.



Furthermore, the beneficiaries act according to the defined dissemination strategy and visibility actions as outlined in WP 6.

Article 10

Confidentiality and data protection

10.1 The coordinator and the beneficiaries undertake to preserve the confidentiality of any document, information, or other material directly related to the subject of the Agreement that is duly classed as confidential, if the disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

10.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions in Art. II.7.2 of the Grant Agreement.

Article 11

Ownership and property rights

11.1 The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiaries, in compliance with Article I.8 of the Grant Agreement.

11.2 Materials already developed and brought in may only be used within the scope of the project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

Article 12

Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

Article 13

Conflict of interest

13.1 The coordinator and beneficiaries 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 beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.



13.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

Article 14 **Working languages**

14.1 The working language must be understood and spoken by all parties involved in the consortium. Therefore, the working language of the partnership shall be English.

14.2 All parties commit in allocating to the project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 15 **Conflict resolution**

15.1 In case of conflict between the project partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 Disputes should be addressed in writing to the **project management board** that will try to mediate in order to resolve the conflict.

Article 16 **Applicable law and jurisdiction**

16.1 This Agreement is governed by German law, being the law of the coordinator's country. The place of jurisdiction shall be Hamburg.

16.2 In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the coordinator's country.

16.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding.

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

16.5 This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.



Article 17

Termination of the Agreement

17.1 In the event that any of the beneficiaries fail to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate their participation in the project, upon formal written authorisation by the Executive Agency.

17.2 The coordinator shall notify the beneficiary in cause by registered letter. The beneficiary has one month to supply all relevant information to appeal the decision.

Article 18

Force Majeure

18.1 If either parties face a case of *force majeure* (as per defined in article II.1 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration, and expected effects of this event.

18.2 Neither of the parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to *force majeure*. The parties shall take all necessary measures to minimise possible damage to successful project implementation.

Article 19

Amendments

19.1 Any amendments to this Agreement must be made in writing by means of a Supplementary Agreement, and become effective when signed by the authorised legal representatives of all parties. No oral agreement may bind the parties to this effect.

19.2 The amendment may not have the purpose or the effect of making changes which might call into question the dispositions of the Grant Agreement.



Article 20 Annexes

Annex I	Budget breakdown per partner and budget category
Annex II	Work plan / Gantt chart
Annex III	List of deliverables
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Annex VI	Supplementary pre-financing and reporting modalities
Annex VII	Guidelines for the Use of the Grant from the Executive Agency
Annex VIII	Copy of the Grant Agreement signed between the coordinator and the Executive Agency its annexes, and any existing amendment
Annex IX	5% reduction of staff costs signed by all partners

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the Annexes thereto.

11 signature pages to follow.



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SWAP

Sustainable solid WASTE management and Policies

For the Coordinator:

Technische Universität Hamburg (Hamburg University of Technology (TUHH))

The legal representative

Professor Dr.-Ing. Andreas Timm-Giel, President

Signature and stamp

Done in Hamburg

Technische Universität Hamburg
-Geschäftsführender Präsident-
Am Schwarzenberg-Campus 1
21073 Hamburg

Date **19. Mai 2021**



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SWAP

Sustainable solid WASTE management and Policies

For the Beneficiary

Istituto Formazione Operatori Aziendali

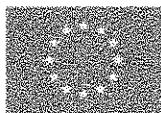
The legal representative
Umberto Lonardoni, Director General

13

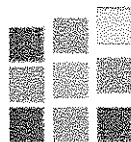
Signature and stamp
Done in Reggio Emilia

Date 16.04.2021





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SWAP


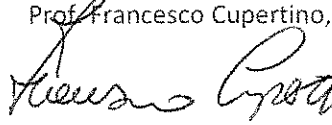
Sustainable solid Waste management and Policies

For the Beneficiary

Politecnico Di Bari

The legal representative

Prof. Francesco Cupertino, Rector



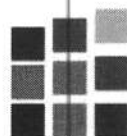
Signature and stamp

Done in Bari

Date 15 APR. 2021



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SWAP

Sustainable solid WASTE management and Policies

For the Beneficiary

EURO Training Educational Organization

The legal representative
Marina Zotaki, President

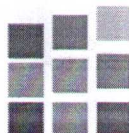
Signature and stamp
Done in Athens

Date **15/04/2021**

EUROTraining
Educational Organization
1 Veranzerou Str. - ATHENS
GREECE - 10677
VAT: EL 998104239
Tel: +302103306086
info@eurotraining.gr



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Sustainable solid WASTE management and Policies

For the Beneficiary

Hue University of Agriculture and Forestry

The legal representative

Duc Tran Thanh, Rector



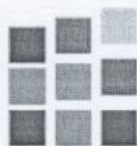
Signature and stamp

Done in Hue City

Date 16/4/2021



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Sustainable solid WASTE management and Policies

For the Beneficiary

Thai Nguyen University of Agriculture and Forestry

The legal representative

Assoc. Prof. Dr. Van Dien Tran, Rector



Signature and stamp

Done in Thai Nguyen City, Thai Nguyen Province

Date : 5/5/2021



For the Beneficiary

Royal University of Agriculture

The legal representative

Prof. Dr. NGO Bunthan, Rector



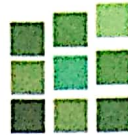
Signature and stamp

Done in Phnom Penh

Date 20/Apr/2021



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Sustainable solid WASTE management and Policies

For the Beneficiary

University of Heng Samrin Thbongkhmum

The legal representative
H.E. Vannaro PIN, Rector

Signature and stamp
Done in Thbongkhmum, Cambodia

Date 19 April 2021



For the Beneficiary

Cambodian Education and Waste Management Organisation

The legal representative

Mr. Rithy Uch, Director

Signature and stamp

Done in Phnom Penh Capital



Date

19 April 2021



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Sustainable solid WASTE management and Policies

For the Beneficiary

Chiang Mai University

The legal representative

Clinical Professor Niwes Nantachit, M.D., President

N. Nantachit

Signature and stamp

Done in Chaing Mai

Date May 12, 2021





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Sustainable solid WASTE management and Policies

For the Beneficiary

Maejo University

The legal representative

Asst. Prof. Pawin, Manochai Vice-President



Signature and stamp
Done in Chiang Mai

Date 22 APRIL 2021