# Consortium Agreement

**Grant Agreement N°: 101193598— AGRI-MOCKS — ERASMUS-EDU-2024-VIRT-EXCH**

**Mastering Opportunities-scouting, Career-guidance and Key-job Skills in Agriculture (AGRI-MOCKS)**

The present Consortium Agreement, hereinafter referred to as "the Agreement", is made and entered into by and between,

1. **Weihenstephan-Triesdorf University of Applied Sciences (HSWT)**
Am Hofgarten 4
85350 Freising, Germany

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by Dr. Eric Veulliet, President, the legal representative as defined in the Grant Agreement **101193598— AGRI-MOCKS — ERASMUS-EDU-2024-VIRT-EXCH**

and the following beneficiaries:

2. **KUMASI INSTITUTE OF TROPICAL AGRICULTURE (KITA),** PIC: 877644943, established in Adm Blk KITA, Main Street, KITA Campus, 0393 4602, KUMASI, Ghana,

3. **UNIVERSITY OF THE FREE STATE (UFS)**, PIC 989106091, established in NELSON MANDELA DRIVE 205, PARK WEST, BLOEMFONTEIN 9300, South Africa,

4. **HAWASSA UNIVERSITY,** PIC: 937711514, established in Hawassa City, Misrak Sub City, Tesso Kebele, null, HAWASSA, Ethiopia,

5. **UNIVERSITE GASTON BERGER DE SAINT LOUIS (UGB)**, PIC 986376026, established in SAINT LOUIS, SAINT LOUIS, Senegal,

6. **NICOSA YOUTH CAREER PROGRAMME NPC (NICOSA YCP),** PIC: 877691891, established in No. 910 Casabella Taylor Road Honeydew, 2001, JOHANNESBURG, South Africa,

7. **ENTREPRENEURSHIP DEVELOPMENT INSTITUTE (EDI),** PIC: 877666574, established in LEMIKURA SUBCITY, WOSEN ROAD, null, ADDIS ABABA, Ethiopia,

8. **WESTERN BALKANS INSTITUTE (WEBIN),** PIC: 948778632, established in Tadeusa Koscuska 56, 11000, Beograd, Republic of Serbia,

9. **BIZMETRICS (PTY) LTD**, PIC: 882103063, established in 148 Olympus Country Estate 36 Ajax Avenue Olympus, 0081, PRETORIA, South Africa,

10. **HAMEEN AMMATTIKORKEAKOULU OY - HAME UNIVERSITY OF APPLIED SCIENCE LTD (HAMK),** PIC: 949666473, established in VISAMAENTIE 35 A, 13100, HAMEENLINNA, Finland



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hereinafter referred to as the “beneficiaries”, 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 (here hereto as Annex I).

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".

**PREAMBLE**

For the purpose of efficiency and rationality the responsible person of each beneficiary, along with the responsible person of the coordinator, will sign the Agreement on separate pages, and with full

recognition and acceptance of all Agreement articles.

The beneficiaries hereby have agreed as follows:

**Article 1**
**Subject of the Consortium 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-EDU-2024-VIRT-EXCH Mastering Opportunities-scouting, Career-guidance and Key-job Skills in Agriculture (AGRI-MOCKS)** (hereinafter referred to as the “project”).

1.2 The coordinator and beneficiaries undertake to do everything in their power to carry out the work programme forming the subject of this Agreement as specified in the Grant Agreement (Annex I to this Agreement), which falls within the framework of the Grant Agreement of the Project: 101193598 — AGRI-MOCKS — ERASMUS-EDU-2024-VIRT-EXCH concluded between the coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), 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 Grant Agreement, related annexes and guidelines, including any further amendments of the latter, shall form an integral part of the present Agreement. In case the terms of this Agreement or its annexes are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. Each beneficiary declares to have read and approved the Grant Agreement and its annexes.
1.4. The coordinator and beneficiaries shall be bound by the terms and conditions of this Agreement, the Grant Agreement, the annexes to those agreements, and any further amendments that have been put in writing.

**Article 2**
**Duration**

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


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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 signed with the Executive Agency.

**Article 3**
**Obligations and responsibilities**

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

(a) are entirely responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement and approved application, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles;
(b) undertake to comply with all the provisions of the Grant Agreement and its annexes with all the provisions of this Agreement, as well as with national legislation;
(c) are entirely and solely liable for complying with any legal obligations incumbent on them;
(d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme.
(e) each beneficiary shall be responsible for the sound financial management and cost efficiency of the funds allocated to it.

3.2 Specific obligations and role of the coordinator.
The coordinator undertakes to:

(a) be responsible for the coordination and management of the project in accordance with the Grant Agreement and its annexes;
(b) be the intermediary for all communication between the beneficiary and the Executive Agency, and inform the beneficiary of any relevant communication exchanged with the Executive Agency;
(c) inform the beneficiary of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the project;
(d) as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiary without unjustified delay and in accordance with the dispositions for payments laid down in Article 6 of this Agreement;
(e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
(f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article 21 of the Grant Agreement;
(g) be responsible, in the event of audits, checks or evaluations, as described in Article 25 of the Grant Agreement, for providing all the necessary documents or information;
(h) establish payment requests on behalf of the beneficiary, as per the dispositions of Article 22 of the Grant Agreement;
(i) prepare and submit necessary reports in timely manner.

3.3 Specific obligations and role of each beneficiary (excluding the coordinator).
Each beneficiary (excluding coordinator) 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 (within deadlines set by the coordinator) to the coordinator all relevant data or information needed to draw up the reports, financial statements and any other documents


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provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;

(d) ensure an adequate and orderly accounting of their project activities, and assume the sole respective liability also for the ineligibility of expenses and costs, submit every 6 months to the coordinator internal reports with financial statements and all documents according to the audit requirements laid down in the Grant Agreement and all other reporting requirements and Supporting Documents including a progress report as requested by the coordinator and/or laid out in the Grant Agreement as prerequisite for the transfer of financing by the coordinator as stipulated in Article 8 of the Agreement;

(e) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project without undue delay and take reasonable measures to ensure the accuracy of any information or document it supplies to the coordinator

(f) notify the coordinator in a timely manner 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 beneficiary's budget, deviations from work plan etc.); in a timely manner, which is as soon as possible, at latest two week after the hindrance has become known to the beneficiary, unless a quicker notification is appropriate;

(g) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative in a timely manner, which is as soon as possible, at the latest two weeks after the hindrance has become known to the beneficiary, unless a quicker notification is appropriate;

(h) perform all activities foreseen by Description of the Action (Annex I of the Grant Agreement), as well as all tasks as set at kick-off meeting and other Consortium meetings; those tasks shall be documented in written form after every meeting

(i) comply with Erasmus + and national rules, including rules on public procurement, state aid, publicity and equal opportunities;

(j) hereby authorize the coordinator to sign on behalf of the other beneficiaries the accession document (Annex 3 of the Grant Agreement) with a new party in execution of a respective decision of the beneficiaries.

(k) Any change related to the reallocation of dedicated project activities shall be dealt as foreseen by Article 5, paragraph 5.6 and 5.7 of this Agreement.

(l) Failure to fulfil the undertaken obligations shall result in the reimbursement of the ERASMUS contribution grant to the coordinator.

(m) All information, communications, notifications will be shared between the project beneficiaries through the most appropriate media and according to project's needs.

## Article 4
## Project management structure

4.1 **Project Steering Committee (PSC)** shall consist of representatives from each Beneficiary and be chaired by the project coordinator.

PSC shall be responsible for providing strategic guidance and decision making as well as coordinating the project's activities, monitoring progress, and ensuring compliance with the project's objectives and deliverables.

The beneficiaries shall make decisions based on a majority vote, except in cases where a veto right is granted to a beneficiary. The coordinator has a veto right regarding every decision, which he will only exercise when he is convined that a decision might threaten the success of the project.

The coordinator and the beneficiaries shall be obligated to carry out decisions made by the PSC.



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4.2 **Quality board (QB)** shall consist of senior representatives from each Beneficiary and their responsibility will be for providing guidance and advice on quality and ethical issues which arise during the course of the project, developing and implementing quality and ethical standards, identifying and addressing risks and challenges, monitoring and evaluating project activities to ensure that they are conducted in a transparent and ethical manner, and that the deliverables are of high quality.

4.3 Modification and amendments of the Project that are likely to affect all beneficiaries such as major discrepancies in the deliverables (e.g., delays, content change), changes of the budget, or the composition of the beneficiaries shall be decided through consortium meetings of the PSC where at least one representative of each beneficiary shall be assembled.

4.4 Consortium meetings are key meetings necessary for establishing project structure and project management plans, resolving various issues, making decisions, resolving conflicts, reviewing progress reports, submitting reports.

4.5 The Consortium Meetings are held regularly, in order to assure the effective development of the project activities and are organized, moderated, and documented by the coordinator, who also decides the frequency of these meetings. The Consortium Meetings can be held face-to-face or by telecommunication means upon decision by the coordinator.

## Article 5
## General Principles about Financing

5.1. The maximum ERASMUS grant contribution to the project for the contractual period covered by the Grant Agreement is estimated at 499,990.96 EUR and shall take the form as stipulated in Annex 2 of the Grant Agreement.

5.2. The ERASMUS grant contribution is awarded to the partnership under the form of a "*lump sum contribution"* for the completion of work packages.

5.3. 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.

5.4 Budget flexibility does not apply - changes to the estimated budget (lump sum breakdown) always require an amendment and should be in accordance with Article 5, paragraph 5.5 of the Grant Agreement.

5.5 If one of the beneficiaries fails to implement their part of the action, the other beneficiaries must ensure that this part is implemented by someone else, see Article 7 of the Grant Agreement. The financial responsibility of each beneficiary in case of recoveries is governed by Article 22 of the Grant Agreement.

5.6. Full details of the estimated budget breakdown per beneficiary and work packages is given in Annex III of this Agreement.

## Article 6



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**Payment Arrangements**

6.1 The coordinator will transfer the part of the ERASMUS grant contribution corresponding to each individual beneficiary using the bank accounts as per details of Annex II of this Agreement.

6.1.1 If the bank account of the beneficiary changes, the new bank account details need to be communicated immediately to the coordinator by filling in the form that includes the details given above, signed by the legal representative of the beneficiary.

6.1.2 For the purpose of transferring the part of the EU grant contribution, the beneficiary will send Request for payment (using the Annex IV of this Agreement) to the coordinator, duly signed by the legal representative of the beneficiary.

6.2 The transfer of the ERASMUS grant contribution to individual beneficiaries will be implemented in accordance with the following timetable and procedure:

(1) **First instalment of initial pre-financing**: The coordinator will transfer the first instalment of initial pre-financing, that is up to **40%** of the beneficiary's total ERASMUS grant budget. The first pre-financing instalment consists of the total amount provided for the purchase of the equipment (where applicable) and for implementation of other project activities.

a) Grant for the purchase of equipment has to be used exclusively for the purchase of equipment for the beneficiary for the purpose of the implementation of the project. The equipment shall be the ownership of the beneficiary and must be recorded in the inventory of the institution where it is installed.

b) The beneficiary undertakes to promptly provide the relevant documentation as a proof that the appropriate procedure has been conducted and on the basis of eligible costs stipulated in contract(s) duly signed by the beneficiary and selected supplier(s), followed by the commercial documents evidencing the fulfilment of contract(s) in all respects.

c) If the beneficiary fails to conduct the tendering procedure and purchase the equipment within 12 months before the end of the project, the total amount of grant for the purchase of equipment shall be reimbursed to the coordinator at the latest 30 days after the expiration of the mentioned deadline.

(2) **Second instalment of initial pre-financing**: The coordinator will transfer the second instalment of the initial pre-financing, that is up to **20%** of the beneficiary's total ERASMUS grant budget. In order to receive a second pre-financing a progress report must be submitted which demonstrates expenditures covering at least 70% of the first pre-financing already transferred. The beneficiary is obliged to demonstrate to the coordinator that all planned deliverables and/or activities have been realized. Each beneficiary will keep all necessary Supporting Documents available.

(3) **Additional pre-financing**: The coordinator will transfer up to **20%** of the beneficiary's total EU grant amount in one instalment, provided that the coordinator has received the second pre-financing payment from the Executive Agency and in line with Article 22, point 22.3.1., of the Grant Agreement and Data Sheet 4.2. The beneficiary is obliged to demonstrate to the coordinator that all planned deliverables and/ or activities, up to that moment, have been realized, by sending the necessary materials and documentation.

(4) The **final balance** is carried out after the approval of the final report by the Executive Agency and the payment of the final balance by the Executive Agency to the coordinator. The payment of the



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balance may be less than 10% as a result of spending and/or financial auditing undertaken by the Executive Agency. Beneficiary should provide the requested necessary proofs to the coordinator within the foreseen deadline.
Necessary proofs are: proofs of activity covering the amount already transferred, including 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 implementation of the project.
The coordinator reserves the right to withhold any payments to all beneficiaries for as long as a party has not repaid any excessively received grant amounts, since the beneficiaries function as a joint and several debtor vis a vis the Executive Agency and thus are all liable for the repayment of excessively received grant amounts.

6.3 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.

6.4 If there is a difference between the amount of the EU grant contribution actually used by the beneficiary and the amount of expenditure declared eligible by the Executive Agency at the end of the project, the beneficiary will reimburse the corresponding amount to the coordinator.

6.5 The costs of financial transfers charged by the coordinator bank during payments by the Executive Agency will be proportionally deducted from the beneficiaries (in accordance with the percentage distribution of the total budget to the beneficiaries) when the coordinator send the next instalment to the beneficiary.

6.6 The costs of financial transfers charged by the bank shall be borne by the beneficiary receiving the part of the grant from the coordinator. These expenses will be deducted from the next instalment to the beneficiary.

## Article 7
## Supporting Documents

7.1 Supporting Documents shall mean any adequate written documentation to prove eligible cost and/or tasks of a beneficiary. Originals of the Supporting Documents must be kept by each beneficiary. The beneficiary must provide, upon request, during the implementation of the project and afterwards the coordinator with copies or certified copies of the Supporting Documents. Submitting the required Supporting Documents is an integral part of the obligations of the Agreement and the Grant Agreement, and failure to submit one or more Supporting Documents may lead to a request for reimbursement of the corresponding lump sums.

7.2 Each beneficiary shall keep a record of any expenditure/activity incurred under the project and all proofs and related Supporting Documents for a period of at least 5 years after the payment of the final balance under the Grant Agreement. That period shall be extended if a longer period is required by national legislation or in the case of ongoing not yet completed audits, checks, visits, verification or investigations. 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 its annexes.


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**Article 8**
**Reporting**

8.1 The beneficiaries must continuously report on the progress of the action (e.g. deliverables, milestones, outputs/outcomes, critical risks, indicators, etc; if any), in the Portal Continuous Reporting tool and in accordance with the timing and conditions it sets out (as agreed with the granting authority).
Standardized deliverables (e.g. progress reports not linked to payments, reports on cumulative expenditure, special reports, etc; if any) must be submitted using the templates published on the Portal.

8.2 The coordinator is responsible for submitting in due time to the EU 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 providing 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.

8.3 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.

(1) For the purpose of internal partnership reporting on the project's milestones, the internal reports shall be submitted by the beneficiary to the coordinator according to the following schedule:

- Internal report 1 (Reporting period: 01/02/2025 – 31/07/2025): 15/08/2025
- Internal report 2 (Reporting period: 01/08/2025 – 31/01/2026): 15/02/2026
- Internal report 3 (Reporting period: 01/02/2026 – 31/07/2026): 15/08/2026
- Internal report 4 (Reporting period: 01/08/2026 – 31/01/2027): 15/02/2027
- Internal report 5 (Reporting period: 01/02/2027 – 31/07/2027): 15/08/2027
- Internal report 6 (Reporting period: 01/08/2027 – 31/01/2028): 15/02/2028

(2) For the purpose of reporting by the coordinator to the Executive Agency, beneficiaries shall have to submit their reports to the coordinator according to the following schedule:

- First periodic report (Reporting period: 01/02/2025 – 31/07/2026): 31/08/2026
- Second periodic report (Reporting period: 01/08/2026 – 31/01/2028): 28/02/2028

8.4 The beneficiaries shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents (i.e. boarding passes, etc.) 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 ERASMUS Programme Guide.

8.5 If a beneficiary fails to meet its reporting obligations and would thereby cause a delay in the submission process of the periodic reports, the coordinator shall be entitled to submit any report without the respective beneficiary's contribution in order to meet the deadline set out by the Executive Agency.

8.6 Beneficiaries that fail to meet reporting deadlines must be aware that their non-respect of reporting deadlines may lead to their costs being considered 'zero' for the corresponding reporting period and they will be excluded from the respective periodic payment.



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For the avoidance of doubt, any obligation of the Grant Agreement, in particular, but not limited to, checks, audits and evaluation shall equally apply to the coordinator and each beneficiary.

**Article 9**
**Budgetary and financial management**

9.1 Lump sum contribution will be calculated on the basis of the amounts set out in Annex 2 of the Grant Agreement.

9.2 Lump sum contributions are eligible if they are set out in Annex 2 and the work packages are completed and the work is properly implemented by the beneficiaries and/or the results are achieved, in accordance with Annex 1 of the Grant Agreement and during in the period set out in Article 4 of the Grant Agreement (with the exception of work/results relating to the submission of the final periodic report, which may be achieved afterwards; Article 21 of the Grant Agreement).

9.3 Ineligible contributions Lump Sum are contributions that do not comply with the conditions set out in Article 6.1 and 6.2 of the Grant Agreement and lump sum contributions for activities already funded under other EU grants.

9.4 If a beneficiary declares Lump Sum contributions that are ineligible, they will be rejected (in accordance with Article 27 of the Grant Agreement).

9.5 The beneficiary confirm that he respects the social and labour legislation of his country regarding the costs of staff contributing to the project.

**Article 10**
**General administrative provisions**

10.1 Any important project related communication between the parties shall be done in writing and addressed to the appointed project manager of beneficiary and coordinator, as per the details below:

For the coordinator:

**WEIHENSTEPHAN-TRIESDORF UNIVERSITY OF APPLIED SCIENCES (HSWT)**
AM HOFGARTEN 4
85350 FREISING, GERMANY
Project Coordinator: Prof Dr. Peter Breunig, peter.breunig@hswt.de

For the beneficiaries:

**KUMASI INSTITUTE OF TROPICAL AGRICULTURE (KITA),** Adm Blk KITA, Main Street, KITA Campus, 0393 4602, KUMASI, Ghana
Project Coordinator: Samuel Owusu-Takyi, samueltakyi@gmail.com

**UNIVERSITY OF THE FREE STATE (UFS)**
NELSON MANDELA DRIVE 205 PARK WEST, BLOEMFONTEIN 9300, SOUTH AFRICA
Project Coordinator: Prof. Dr. Corli Witthuhn; WitthuhnRC@ufs.ac.za

**HAWASSA UNIVERSITY,** Hawassa City, Misrak Sub City, Tesso Kebele, null, HAWASSA, Ethiopia


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Project Coordinator: Yitna Gebreab, yitnat@hu.edu.et

**UNIVERSITE GASTON BERGER DE SAINT LOUIS (UGB)**
Saint Louis, SAINT LOUIS, Senegal
Project Coordinator: Prof. Dr. Ousmane Thiare; ousmane.thiare@ugb.edu.sn

**NICOSA YOUTH CAREER PROGRAMME NPC (NICOSA YCP),** No. 910 Casabella Taylor Road Honeydew, 2001, JOHANNESBURG, South Africa
Project Coordinator: Mrs.Thembeni Mazamisa <mazamisa@gmail.com

**ENTREPRENEURSHIP DEVELOPMENT INSTITUTE (EDI),** LEMIKURA SUBCITY, WOSEN ROAD, null, ADDIS ABABA, Ethiopia
Project Coordinator: Getnet Samuel Dadebo <getnet.samuel@edi-ethiopia.org

**WESTERN BALKANS INSTITUTE (WEBIN)**
TADEUSA KOSCUSKA 56, BEOGRAD 11000, SERBIA
Project Coordinator: Mrs. Jelena Nastic jelenastic@gmail.com

**BIZMETRICS (PTY) LTD**, 148 Olympus Country Estate 36 Ajax Avenue Olympus, 0081, PRETORIA, South Africa
Project Coordinator: Matthew Ash, matt@bizmetrics.co.za

**HAMEEN AMMATTIKORKEAKOULU OY - HAME UNIVERSITY OF APPLIED SCIENCE LTD (HAMK),**
VISAMAENTIE 35 A, 13100, HAMEENLINNA, Finland
Project Coordinator: Dr. Eija Laitinen, eija.laitinen@hamk.fi

10.2 Any changes to the above information should be communicated in a timely manner, at the latest two weeks after the respective change.

**Article 11**
**Promotion and visibility**

11.1 The beneficiaries shall ensure adequate promotion of the project, in particular to publicize information about the project on their homepage or on their social media, and commit to playing an active role in any actions organized to capitalize on, exploit/disseminate the results of the project.

11.2 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 Article 17 of the Grant Agreement.

11.3 Furthermore, any communication, publication or output resulting from the project, made by beneficiaries jointly or individually, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), must indicate that the project has received European Union funding. All material produced for project activities, training material, projects websites, special events, posters, leaflets, press releases, CD ROMs, etc. must carry the European flag and mention: “Co-funded by the European Union”.

11.4 Any publication or video should mention the following sentence: “Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect


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those of the European Union or European Education and Culture Executive Agency (EACEA). Neither the European Union nor the granting authority can be held responsible for them."

**Article 12**
**Confidentiality and data protection**

12.1 The beneficiaries undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is classified as confidential by the submitting party or in case confidentiality issues from the nature of the matter, especially if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

12.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article 15 of the Grant Agreement and in accordance with the GDPR and all other applicable data protection legislation. In particular, the parties will implement the necessary technical and organizational measures, but in any case, ensure that the persons authorized to process the data have or are committed to unrestricted confidentiality. In any event, the use of processors, in particular cloud providers, instant messaging services and e-mail providers, must comply with Article 28 GDPR. The processing/transfer of data outside the EU by beneficiaries located in the EU shall only be admissible when the necessary prerequisites according to the GDPR are met. The parties undertake to conclude appropriate further agreements (e.g. according to Art. 26 or Art. 28 GDPR) if necessary.

**Article 13**
**Ownership and property rights**

13.1 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 16 of the Grant Agreement.

13.2 Materials already developed and brought in may be only 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 14**
**Liability**

14.1. 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. These exclusions and limitations shall not apply in respect of any: grant amounts to be recovered or reimbursed.; amounts to be paid as penalties according to the Grant Agreement; fraud; death, injury to natural persons. The parties shall in no case be liable for: loss of profits, revenue, income, interest, savings, shelf-space, production and business opportunities; lost contracts, goodwill, and anticipated savings; any type of indirect, incidental, punitive, special or consequential loss or damage. Subject to the preceding provisions, the aggregate liability of each to all of the other parties collectively in respect of any and all such claims shall not exceed the greater of the sum of their financial share in the Action.


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14.2. If a party is obliged to repay grant amounts it received or is denied funding, and if another party is responsible for this, the responsible party is liable to the injured party for the total lost funding in all cases of negligence or wilful intent.

14.3. Each contracting party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said contracting party's obligations by it or on its behalf under this Agreement or from its use of project results or Background. The party responsible for any loss, damage or injury to third parties shall indemnify other parties not responsible, if the third parties make claims on such parties. Limitations or exclusions of liability shall in this case not apply.

14.3 Each party agrees to indemnify the coordinator, in case of any action, complaint or proceeding brought by the funding authority or related entities (Commission, OLAF, auditors, etc.) against the coordinator as result of damage caused, either by any act or omission committed by the party in performing its obligations. Limitations or exclusions of liability shall in this case not apply.

14.4 The above limitations and exclusions of liability do not apply in the event of loss of life, physical injury or illness.

## Article 15
## Conflict of interest

15.1 The 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.

15.2 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 the cause shall undertake to take all necessary measures to rectify this situation at once.

15.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article 12 of the Grant Agreement.

## Article 16
## Working languages

16.1 The working language of the partnership shall be English. Any official internal document of the operation shall be made available in the working language.

16.2 Both parties commit to allocating to the project staff with enough knowledge of the working language, allowing smooth communication and understanding of the matters discussed.

## Article 17
## Conflict resolution

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



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17.2 In case that dispute cannot be resolved in the manner indicated in paragraph 1 of this Article, it should be addressed in writing to the Project Steering Committee that will try to mediate in order to resolve the conflict.

**Article 18**
**Applicable law and jurisdiction**

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

18.2 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.

18.3 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 to both parties.

18.4 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.

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

18.6 No beneficiary shall be entitled to act or to make legally binding declarations on behalf of any other party or of the Consortium. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the parties.

**Article 19**
**Termination of the Agreement**

19.1 The beneficiary shall immediately notify the coordinator, supplying all relevant information, of any event likely to prejudice the performance of this Consortium Agreement.

19.2 In the event that the beneficiary fails to perform any obligations under the present Agreement or the Grant Agreement or in case of major breaches of this contract, the coordinator may terminate their participation in the project, upon formal written authorisation by the Executive Agency.

19.3 The coordinator shall notify the beneficiary in cause by registered letter. The beneficiary has to provide all relevant information for the coordinator via registered letter within one month from the date of receiving a registered letter from the coordinator, regarding its failing to perform any obligations under the present Agreement.

19.4 In the event of termination, payments by the coordinator within this Agreement shall be limited to the eligible costs actually incurred by the beneficiary up to the date when termination takes



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effect; payments not yet invested shall be reimbursed. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

**Article 20**
***Force Majeure***

20.1 If either party face a case of *force majeure* (as per defined in article 35 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

20.2 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 minimize possible damage to successful project implementation.

**Article 21**
**Amendments**

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

21.2 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 22**

22. This Agreement is drawn in twelve identical copies in English, two copies for the coordinator, one for each of the nine beneficiaries and one for the Executive Agency. Every copy has the Annexes, referring to this Art. 22, in copy with it.

**Article 23**
**Annexes**

The following Annexes shall form an integral part of this Agreement:

Annex I – Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing and future amendment

Annex II – Template Bank account details

Annex III – Budget Overview per partners and work packages

Annex IV – Request for payment

Next page intentionally left blank. Signatures are to be found on the following pages.



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

| **For the Coordinator** | **For the Beneficiary** |
|---|---|
| Weihenstephan-Triesdorf University of Applied Sciences (HSWT)<br><br>The legal representative<br><br>Dr. Eric Veulliet<br>President HSWT<br><br>Signature and stamp<br><br>Done in Freising<br><br>Date: | **KUMASI INSTITUTE OF TROPICAL AGRICULTURE (KITA)**<br><br>The legal representative<br><br>Samuel Owusu-Takyi<br><br>Signature and stamp<br><br>Done in Kumasi<br><br>Date: |



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| Weihenstephan-Triesdorf University of Applied Sciences (HSWT)<br><br>The legal representative<br><br>Dr. Eric Veulliet<br>President HSWT<br><br>Signature and stamp<br><br>Done in Freising<br><br>Date: | **HAWASSA UNIVERSITY**<br><br>The legal representative<br><br>Rahmeto Beshir<br><br>Signature and stamp<br><br>Done in Hawassa<br><br>Date: |



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| Weihenstephan-Triesdorf University of Applied Sciences (HSWT)<br><br>The legal representative<br><br>Dr. Eric Veulliet<br>President HSWT<br><br>Signature and stamp<br><br>Done in Freising<br><br>Date: | **UNIVERSITY OF THE FREE STATE (UFS)**<br><br>The legal representative<br>Professor HC. Klopper<br>Vice-Chancellor and Principal<br><br>Signature and stamp Done in Bloemfontein<br><br>Date: 26 February 2025 |



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| Weihenstephan-Triesdorf University of Applied Sciences (HSWT)<br><br>The legal representative<br><br>Dr. Eric Veulliet<br>President HSWT<br><br>Signature and stamp<br><br>Done in Freising<br><br>Date: | **ENTREPRENEURSHIP DEVELOPMENT INSTITUTE (EDI)**<br><br>The legal representative<br><br>Getnet Samuel Dadebo<br><br>Signature and stamp<br><br>Done in Hawassa<br><br>Date: |



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|---|---|
| Weihenstephan-Triesdorf University of Applied Sciences (HSWT)<br><br>The legal representative<br><br>Dr. Eric Veulliet<br>President HSWT<br><br>Signature and stamp<br><br>Done in Freising<br><br>Date: | **WESTERN BALKANS INSTITUTE (WEBIN)**<br><br>The legal representative<br><br>Jelena Nastic<br><br>Signature and stamp<br><br>Done in Beograd<br><br>Date: |



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| Weihenstephan-Triesdorf University of Applied Sciences (HSWT)<br><br>The legal representative<br><br>Dr. Eric Veulliet<br>President HSWT<br><br>Signature and stamp<br><br>Done in Freising<br><br>Date: | **BIZMETRICS (PTY) LTD**<br><br>The legal representative<br><br>Matthew Ash<br><br>Signature and stamp<br><br>Done in Pretoria<br><br>Date: |



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| Weihenstephan-Triesdorf University of Applied Sciences (HSWT)<br><br>The legal representative<br><br>Dr. Eric Veulliet<br>President HSWT<br><br>Signature and stamp<br><br>Done in Freising<br><br>Date: | **HAMEEN AMMATTIKORKEAKOULU OY - HAME UNIVERSITY OF APPLIED SCIENCE LTD (HAMK)**<br><br>The legal representative<br><br>Pertti Puusaari<br><br>Signature and stamp<br><br>Done in Hameenlinna<br><br>Date: |



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