

Partner Agreement

Contract no. 2022/04

PART 1. SPECIFIC CONDITIONS

The European Wergeland Centre is set up by Council of Europe and Norway to promote and implement the work of the Council of Europe and its member states in the fields of education for democratic citizenship, human rights, and intercultural understanding.

The European Wergeland Centre (hereinafter referred to as the EWC), located at Karl Johans gate 2, 0154, Oslo, Norway, represented by Ana Perona Fjeldstad, Executive Director,

and

Charity Organization Center for Educational Initiatives (hereinafter referred to as the Partner), located at 4 Chorovola avenue, Lviv 79019, Ukraine, represented by Olena Shynarovska, Executive Director,

Hereinafter referred to as the Parties,

have agreed upon the following:



§1 SUBJECT OF AGREEMENT:

- 1.1. The Agreement is concluded for the purpose of effective implementation of the Supporting of Educational Reforms in Ukraine Programme (hereinafter referred to as "the Project") in the period from 1 November 2021 to 31 October 2024 in line with the Grant Agreement between the Norwegian Ministry of Foreign Affairs (MFA) and the European Wergeland Centre as of 23 June 2021 (ref. UKR-21/0002).
- 1.2. The Center for Educational Initiatives will implement the Project in line with annual implementation plans and budgets approved by the EWC. The EWC commits to bear all the costs relating to the Project according to the Grant Agreement between the Norwegian Ministry of Foreign Affairs (MFA) and the European Wergeland Centre as of 23 June 2021 (ref. UKR-21/0002).
- 1.3. The project is supported by The Norwegian Ministry of Foreign Affairs (hereinafter referred to as donor). EWC will bear all the costs relating to the Project in line with the Grant Agreement between the Norwegian Ministry of Foreign Affairs and EWC as of 23 June 2021.

§2 AGREEMENT SCOPE AND DISTRIBUTION OF RESPONSIBILITIES

The Parties have agreed upon the following distribution of tasks:

- 2.1. The EWC shall conduct all necessary communication with the Norwegian Ministry of Foreign Affairs, including general reporting, risk assessments and requests for possible changes in the implementation plan, budget and results framework. EWC commits to negotiate with main project partner Ministry of Education and Science of Ukraine in cooperation with the Partner. EWC shall be involved in general planning and operation of the Project. EWC will represent the Project in international fora or empower the Partner to do so.
- 2.2. The Partner ensures the implementation of the Project exercising the necessary diligence, efficacy and transparency in accordance to the annual implementation plans and within the budgets approved by the EWC.



- 2.3. The Parties have agreed to enter into an Agreement consisting of this Part 1; Specific Conditions, Part 2; General Conditions, Part 3; Ethical code of conduct, Part 4; Partner Registration Certificate, and Part 5; Procurement Provisions, all of which form an integral part of this Agreement. In the event of discrepancies between the Specific Conditions and the General Conditions or Procurement Provisions, the Specific Conditions shall prevail.
- 2.4. The Parties have agreed to preserve confidentiality of the information obtained under the implementation of the UKR-21/0002, Supporting Educational Reforms in Ukraine Programme.

§3 OBJECTIVES OF THE PROJECT

- 3.1. The expected results of the Project are as follows:

The planned products and/or services of the Project are (Outputs):

- OUTPUT 1.1. Support provided for development of new policies for democratization of education
- OUTPUT 1.2. Support provided for piloting of the new policies
- OUTPUT 2.1. Democratic changes in school and pre-school education identified and presented
- OUTPUT 2.2. Resources, good practices and success stories disseminated
- OUTPUT 3.1. Capacity-building of education professionals to implement educational reforms is supported
- OUTPUT 3.2. Capacity of educational institutions strengthened
- OUTPUT 3.3. Networking of educators and community building is supported on the local and national levels

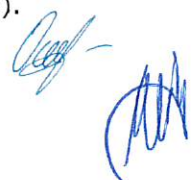
The full result framework of the Programme is included as Appendix 1 (one) to this Agreement.

§4 PROJECT COORDINATION

- 4.1. The Partner shall contract a Programme Coordinator as pre-approved in writing by the EWC, with a specific responsibility to supervise and facilitate implementation of the Project in cooperation with the EWC.
- 4.2. All training and appertunant-material made available to the participants within the Project shall be made free-of-charge including reasonable travel and accomodation costs. The Partner and/or its sub-contractors may not exploit commercially any part of the Project, see also Section 7 of this Agreement.

§5 PROJECT FUNDING AND FUNDS TRANSFER

- 5.1. The funds allocated to the Project during specific periods are reflected in Appendix 2.
- 5.2. The EWC shall provide funds for each project period according to the approved budgets (ref. 6.1.). The funds will be made available by bank transfer in EUR to an internationally recognized bank. The Partner must, prior to the transfer, document in writing that the bank account belongs to the Partner and can only be accessed by the due representatives of the Partner.
- 5.3. The funds shall be disbursed in advance installments. The disbursement shall be made upon the EWC's receipt of a written disbursement request from the Partner, describing the financial needs for the period in question in comparison with the latest approved budget. The disbursement request shall also include costs spent for the Project implementation in the previous period, and any remaining funds from the previous period (if applicable).



- 5.4. The disbursement request shall be signed by an authorized representative of the Partner organization. A confirmation that the Project is being implemented in accordance with the contract shall be included in the disbursement request.
- 5.5. The Partner shall submit 2 disbursement requests per year covering the financial need for the implementation of the project in the period of next 6 months.
- 5.6. All disbursements are conditional upon the Partner's continued compliance with the requirements of the Agreement. If the Partner fails to comply with the agreement, including parts 1-4, the EWC reserves the right to refuse, delay or reduce upcoming payment(s).
- 5.7. The Partner shall immediately acknowledge the receipt of the grant in writing. The confirmation shall include date and amount received, as well as bank confirmation of the relevant exchange rate.
- 5.8. The Partner shall spend the money in line with the total project budget but shall retain the right to change threshold amounts of individual budget items below 10%. More substantial changes are subject to prior written agreement with the EWC and subsequently explained in the financial reporting.
- 5.9. All financial transactions within the Project must be related to Project activities and directly linked to Project implementation. Indirect costs are not applicable.
- 5.10. The funds for the Project's implementation shall be transferred by the EWC in EUR to the partner according to the following details:

Account holder	Center for Educational Initiatives (Client of Central Branch)
Name of bank	JSC "KREDOBANK", Lviv, Ukraine
IBAN (international bank account no.)	UA 84 325365 0000002600601093951
Swift	WUCBUA2X
Reference in payment	Grant for Schools for Democracy Programme

§6 REPORTING AND OTHER DOCUMENTATION

The following shall be submitted by the Partner to the EWC:

- 6.1. Updated implementation plan and budget for the period 1 January to 31 December each year by 1 February.
- 6.2. An annual report for the project covering the period from 1 January to 31 December, including a financial report, by 1 April each year; first report in 2023 (ref. Appendix 3).
- 6.3. A progress report covering the period from 1 January to 31 July, including financial report, by 1 September each year.
- 6.4. An annual audit report covering the annual financial statements of the Project by 1 April each year, first in 2023. The audit report shall comply with the requirements set out in article 8 of the Specific Conditions and article 5 of the General Conditions.
- 6.5. If the Partner is unable to meet the deadlines set out above, EWC shall be informed immediately.
- 6.6. If reports specified above are more than 2 weeks overdue without prior agreement with the EWC Programme Manager, the subsequent monthly administration fee(s) might be reduced until the outstanding reports are submitted. Consecutive failure to submit one of the reports as specified above without prior notice and approval, can result in contract termination.



§7 COPYRIGHT AND LICENCE

- 7.1. All rights and title to intellectual property which is discovered, conceived, practiced, created, made, developed and used under this Agreement by the Partner and its sub-contractors, including but not limited to systems, methods, processes, uses, pictures, designs, configurations, computer programs, texts, notes, records, drawings, and other copyrightable material shall remain vested in the EWC.
- 7.2. The Partner acknowledges and agrees that the EWC is the sole owner of any and all intellectual property rights, including, but not limited to, the right to use, sell, license, or otherwise transfer or exploit the intellectual property as referred to above and the right to make such changes in them and the uses thereof as the EWC may from time to time determine. As such, all intellectual property as referred to above shall, fully permissible by law, be deemed to be made out as works for hire, with the copyright automatically vesting in the EWC.
- 7.3. Any intellectual property transferred from the EWC to the Partner shall be for the fulfilment of this Agreement only and the Partner retains a license during the Agreement period solely to use such intellectual property rights to fulfil the Agreement. All materials shall contain an explicit reference to the EWC.
- 7.4. Any usage of the EWC name and logo in distributable materials must be pre-approved by the EWC in writing.

§8 AUDIT

- 8.1. The financial statements of the Project shall be audited in accordance with International Standards of Auditing (ISA) 800 ("Special considerations audits of financial statements prepared in accordance with special purpose frameworks") or ISA 805 ("Special considerations audits of single financial statements and specific elements, accounts or items of a financial statement") by a qualified external auditor as pre-approved in writing by the EWC. Additional requirements applicable to the auditor and the audit report are included in article 5 of the General Conditions. Costs of the annual audit shall be covered by the project funds, unless the audit discovers a discrepancy of 10% or above in the financial statement, in which case the Partner shall carry such audit costs.
- 8.2. The EWC may also, for the purposes of auditing the performance of this Agreement and appertenant Appendixes, audit the Partner and/or the Project at any given time of the Agreement period, with or without the assistance of external advisors. In such case, the Partner must make available its personell as well as the personell of any sub-contractors at the EWC's reasonable request for interviews, as well as granting access to the premises of the Partner and all materials / archives in relation to the Project. Costs of such internal audit shall be covered by the EWC, unless the audit discovers a material breach of the terms of this Agreement.

§9 REVIEWS AND OTHER FOLLOW-UP MEASURES

- 9.1. A project review focusing on progress to date will be carried out in 2023-2024 and coordinated by EWC. The Partner will contribute to the process by providing necessary information and participating in relevant meetings.



§10 PROCUREMENT

- 10.1. All procurements under the Project shall be completed in accordance with the Procurement Provisions in Attachment 4 of this Agreement.

§11 REPAYMENT OF INTEREST AND UNUSED FUNDS

- 11.1. Interest accrued on the grant during the course of a year shall be repaid to EWC no later than three months after the Project's completion. The instalment shall be documented by a copy of the annual bank statement for the account.
- 11.2. Upon the end of the Project Implementation or upon termination of this Agreement, any unused funds that total more than 50 EUR or equivalent shall be repaid to EWC as soon as possible and at the latest within 3 months.

§12 NOTICES

- 12.1. All communication to EWC concerning the Agreement shall be directed to

The European Wergeland Centre
Karl Johans gate 2
NO-0154 Oslo, Norway
post@theewc.org

All communication to the Partner concerning the Agreement shall be directed to:

Charity organization Center for Educational Initiatives
4 Chornovola avenue,
Lviv 79019, Ukraine
eic.lviv@gmail.com

§13 FORCE MAJEURE

- 13.1. If due to some extraordinary conditions one of the Parties can no longer bear all or some of the obligations outlined in the Agreement, the time framework for the Project implementation can be postponed until the conditions cease to exist, but no longer than by 6 months.
- 13.2. The Parties shall be obliged to in written form notify each other immediately in case of any emergent difficulties that may hamper execution of the Agreement. No costs incurred after notification about termination of the Agreement shall be considered acceptable.

§14 VALIDITY AND TERMINATION

- 14.1. This Agreement becomes valid when duly signed by both Parties and the Partner has presented to the EWC an official company certificate reflecting the signatories as the due representatives of the Partner.
- 14.2. Both Parties have the right to terminate the Agreement without reason and in this case are obliged to notify the Partner about the decision in writing no later than 3 months before the termination date. The Partner is obliged to fulfill its obligations for the current report period according to the latest approved implementation plan and budget, including audit, and to repay any unused funds to the EWC no later than 3 months after termination.



14.3. The EWC may cancel this agreement with 7 days prior written notice in case of:

- a) a material breach of the Agreement by the Partner or its sub-contractors;
- b) actions by the Partner or other matters related to the Partner and/or its sub-contractors which threatens or may threaten the reputation of the EWC, including but not limited to a breach or non-compliance of the EWC Ethical Code of Conduct, negative publicity in local or international media related to the Partner, its sub-contractors or the Project, or other circumstances which may reasonably be considered a breach of the conditions of this Agreement;
- or
- c) non-compliance by the Partner and/or its sub-contractors with Ukrainian law.

§15 DISPUTES – CHOICE OF LAW

15.1. Any dispute arising from the interpretation, performance or execution of this Agreement shall be negotiated between the Parties in good faith.

If such negotiations have not brought the dispute to an amicable solution within 14 working days from such time the dispute was declared by a Party, the dispute shall be handled by the ordinary courts.

15.2. The Parties hereby irrevocably choose Norwegian law and appertunant principles as the exclusive background law for this Agreement, and Norwegian courts the sole competent legal venue for any disputes without regards to principles of conflict of law.

Place/Date

Oslø.
15/02/2022

SIGNATURES

For

The European Wergeland Centre

Ana Perona-Fjeldstad
Executive Director



Lviv, 31.01.2022

For

Center for Education Initiatives

Olena Shynarovska
Executive Director



List of attachments Org.no. 993 737 593

- Att. 1: General Conditions
- Att. 2: Ethical code of conduct
- Att. 3: Partner Registration Certificate
- Att. 4: Procurement Provisions

- Appendix 1: Result framework
- Appendix 2: Budget
- Appendix 3: Reporting deadlines

Appendix 1: Result Framework

Supporting Educational Reforms and Learning Communities of Educators in Ukraine

Result Framework

LEVEL	EXPECTED RESULT	INDICATORS	BASELINE	TARGET
			2021	2024
IMPACT	School and pre-school education in Ukraine ensure democratic changes in the society	<ul style="list-style-type: none"> School and pre-school system better contributes to development of civic competences of students Teaching and learning is more democratic More democratic practices are introduced in educational institutions Increased participation of all stakeholders in governance of education institutions ensured 	Baseline study results expected in summer 2021	Considerably increased in comparison with baseline
OUTCOME 1	New education policies foster democratic citizenship and respect for human rights	<ul style="list-style-type: none"> Education for democratic citizenship and human rights is ensured in the new policy documents Strategies for implementation of the new policies are in place 	See above	New documents ensure democratic citizenship and respect for HR
OUTPUT 1.1	Support for development of new policies provided for democratization of education	<ul style="list-style-type: none"> No of policy documents developed with consultancy from EWC 	5	8
OUTPUT 1.2	Support provided for piloting of the new policies	<ul style="list-style-type: none"> Models and approaches to implementation of new policies in secondary school developed No of educational institutions/ and educators covered by the piloting programme Recommendations on implementation of the new policies developed / contributed to 	No 62/2400 1	Yes 192/5500 3



OUTCOME 2	Awareness of democratic changes in education raised	<ul style="list-style-type: none"> Educators and parents are better informed about new policies and their effect 	Baseline study results are expected in summer 2021	Increase in comparison with baseline
OUTPUT 2.1	Democratic changes in school and pre-school education identified and presented	<ul style="list-style-type: none"> No of publications on democratic changes in school and pre-school education based on monitoring conducted by the programme 	13	30
OUTPUT 2.2	Resources, good practices and success stories disseminated	<ul style="list-style-type: none"> Viewers reached by publications on reform implementation and promotion campaigns in the media 	-	100 000
OUTCOME 3	Learning communities of educators strengthened	<ul style="list-style-type: none"> Education and teacher training professionals enhance local and national professional networks and use them for peer learning, support and advocacy 	Baseline study results are expected in summer 2021	Considerably increased in comparison with baseline
OUTPUT 3.1	Capacity-building of education professionals to implement educational reforms is supported	<ul style="list-style-type: none"> Teacher trainers, school/pre-school staff are better equipped to implement educational reforms No of teachers, school/pre-school heads, teacher trainers and education experts involved in capacity-building programs No of teaching and learning resources produced 	See comment above 30 000 7	See comment above 50 000 12
OUTPUT 3.2	Capacity of educational institutions strengthened	<ul style="list-style-type: none"> No of educational and teacher training institutions, incl NGOs, involved in training programs on strategic planning and development Education and teacher training institutions have built a system for strategic planning and development 	300	500




OUTPUT 3.3	Networking of educators and community building is supported on the local and national level	<ul style="list-style-type: none"> No of participants of the networking and community building events 	1000	2000
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Appendix 2: Budget

Supporting Educational Reforms and Learning Communities of Educators in Ukraine

2021-2024, The European Wergeland Centre

Total Budget (NOK)

					Distrib
Administration and Management	2021-2024	2021-2022	2023	2024	EV
Own contribution	1 485 000	495 000	495 000	495 000	
Personnel	4 736 000	1 863 667	1 578 667	1 293 667	
Other direct costs	605 000	85 000	435 000	85 000	
Indirect costs	108 000	42 000	36 000	30 000	
SUM	6 934 000	2 485 667	2 544 667	1 903 667	
MFA GRANT	5 449 000	1 990 667	2 049 667	1 408 667	5 4
Policy Support and Communication					
Personnel and coordination fee	1 980 000	715 000	660 000	605 000	
Training seminars and working meetings	425 000	235 000	190 000	0	
Development of materials	893 000	231 500	371 000	290 500	
Blended Courses	600 000	300 000	300 000	0	
Community building workshops and networking	670 000	150 000	520 000	0	
MFA GRANT	4 568 000	1 631 500	2 041 000	895 500	6
Capacity Building					
Personnel and coordination fee	1 716 000	618 000	572 000	526 000	
Expert fee	1 944 000	702 000	648 000	594 000	
Training seminars and working meetings	750 000	455 000	295 000	0	
Blended courses	3 266 000	1 433 000	1 543 000	290 000	
Community building workshops and networking	900 000	300 000	300 000	300 000	
Development of materials	1 000 000	250 000	250 000	500 000	
MFA GRANT	9 576 000	3 758 000	3 608 000	2 210 000	4
TOTAL MFA GRANT	19 593 000	7 380 167	7 698 667	4 514 167	6 4



Appendix 3: Reporting Deadlines

Supporting Educational Reforms and Learning Communities of Educators in Ukraine

Reporting Deadlines

	1 Feb 2022	1 Sept 2022	1 Febr 2023	1 April 2023	1 Sept 2023	1 Febr 2024	1 April 2024	1 Sept 2024	30 Nov 2024
Progress report (for 1.01.-31.07)									
Financial report including procurement protocols (for 1.01.-31.07)									
Updated Implementation Plan (for 1.01-31.12)									
Updated Budget (for 1.01-31.12)									
Annual Report (for the previous year period 01.01 to 31.12)									
Financial report (for the previous year) including procurement protocols									
Audit (for the previous year)									
Final Financial Report including procurement protocols									
Final report									
Final audit									

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