

CONSORTIUM AGREEMENT

The Erasmus + project No. 2023-1-HR01-KA220-VET-000154168

**“Development of Joint Curriculum for First Responders on the
Use of Force and First Aid Tactical Procedures – FIRST-TAC”**

Drawn up under the Programme “ERASMUS+”- Regulation (EU) 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing Erasmus+: The Union Programme for education and training, youth and sport

and

concluded by signature of the following Consortium Partners:

1. **Ministry of the Interior of the Republic of Croatia** (*Ministarstvo unutarnjih poslova*), National ID: 3281418, Organization ID: E10056452, address: Ulica grada Vukovara 33, 10 000 Zagreb, Croatia, represented by Davor Božinović, Deputy Prime Minister and Minister, hereinafter PA HR
2. **Lithuanian Police School** (*Lietuvos Policijos Mokykla*), National ID: 302442625, Organization ID: E10197255, address: Mokslo g. 2, Mastaičiai, LT-53313 Lithuania, represented by Robertas Šimulevičius, Head, hereinafter LPS
3. **Police School in Słupsk** (*Szkola Policji w Słupsku*), National ID: 770702958, Organization ID: E10004928, address: ul. J.Kilińskiego 42, 76-200 Słupsk, Poland, represented by Piotr Cekała, Commander, hereinafter PSS
4. **Agency for Education and Professional Training** (*Agencija za školovanje i stručno usavršavanje kadrova*), National ID: 4227631130002, Organization ID: E10327762, address: Rodoč bb, 88000 Mostar, Bosnia and Herzegovina, represented by Marko Vujević, Director, hereinafter AEPTM.

Consortium Partners have decided as follows:

Article 1
DEFINITIONS

“AEPTM”	means Agency for Education and Professional Training
“Consortium Partners”	means the Leading partner and Partner Organizations collectively
“Effective Date”	means the date when all Consortium Partners have signed this Agreement
„Leading Partner“	means Ministry of the Interior, Police Academy – The First Croatian Police Officer (PA HR)
“LPS”	means Lithuanian Police School
“National Agency”	means Agency for Mobility and EU Programmes
“PA HR”	means Ministry of the Interior, Police Academy – The First Croatian Police Officer
“Partner Organizations”	means Agency for Education and Professional Training (AEPTM), Lithuanian Police School (LPS) and Police School in Słupsk (PSS) collectively
„Project“	means the joint international FIRST-TAC project described in Annex 1
“Project Manager”	means the person appointed by PA HR to run the day-to-day operation of the Project
“PSS”	means Police School in Słupsk

Article 2
SUBJECT

- (1) Having regard to the provisions of Regulation (EU) 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing Erasmus+: The Union Programme for education and training, youth and sport, the Leading Partner and the Partner Organizations commit themselves to carrying out the work programme covered by this Agreement.
- (2) This work programme comes under the Agreement No. 2023-1-HR01-KA220-VET-000154168 concluded between the Leading Partner and the National Agency.
- (3) This Agreement shall regulate relations of the Consortium Partners, and their respective rights and obligations with regard to their participation in the project entitled “Development of Joint Curriculum for First Responders on the Use of Force and First Aid Tactical Procedures – FIRST-TAC”, under the Agreement No. 2023-1-HR01-KA220-VET-000154168, passed between the National Agency and the Leading Partner.
- (4) The subject matter of this Agreement and the related work programme are detailed in the Annex I – Agreement No.: 2023-1-HR01-KA220-VET-000154168 (Date: 2023-08-01; Budget version number: 0003), which form an integral part of this Agreement that each Consortium Partner declares to have read and approved.

Article 3
COMMENCEMENT AND DURATION

- (1) The Project has duration of 20 months. It starts on 1 September 2023 and ends on 30 April 2025.
- (2) The period of eligibility of the costs starts on 1 September 2023 and finishes on 30 April 2025.

- (3) This Agreement shall commence on the Effective Date and shall continue until the completion of the Project on 30 April 2025.
- (4) The duration of this Agreement may be extended beyond 30 April 2025, at any time prior to that date, by written agreement of the Consortium Partners, for such period or periods as are deemed appropriate.

Article 4

OVERRIDING CONDITIONS

- (1) In all instances, until the completion of the Project, conditions laid down for the Project by the European Commission or its successor will override any agreement between the Consortium Partners concerning the Project, including any terms contained in this Agreement.

Article 5

PROJECT MANAGEMENT

- (1) The Consortium Partners shall establish, within 15 (fifteen) days after the Effective Date, a Consortium which shall be composed of the staff responsible for the project management in accordance with the existing national procedures:
 - 1 project manager (from PA HR),
 - 3 project coordinators (one from each Partner Organization),
 - 4 curriculum coordinators (one from each Consortium Partner),
 - 4 financial officials (one from each Consortium Partner)responsible for the management and implementation of the project activities in accordance with tasks stipulated in the Project (Granted Project Proposal “Development of Joint Curriculum for First Responders on the Tactical Procedures in the Use of Force and First Aid” – FIRST-TAC).
- (2) After having informed the others in writing, each Consortium Partner shall have the right to replace its representative and/or to appoint a proxy, although it shall use all reasonable endeavours to maintain the continuity of its representation.

- (3) Each Consortium Partner undertakes to perform and fulfil on time the tasks assigned to it by the Project (Granted Project Proposal “Development of Joint Curriculum for First Responders on the Tactical Procedures in the Use of Force and First Aid” – FIRST-TAC) and all other of its obligations under this Agreement.
- (4) Each Consortium Partner hereby undertakes to supply promptly to the Project Manager all such information or documents that the Project Manager needs to fulfil obligations pursuant to this Agreement.
- (5) Towards each other, each Consortium Partner undertakes to:
 - notify each of the other Consortium Partners if becomes aware of any significant delay in performance;
 - inform other Consortium Partners of relevant communications it receives from third parties in relation to the Project.
- (6) Each Consortium Partner shall use all best efforts to ensure the accuracy of any information or materials it supplies hereunder and promptly to correct any error therein of which it is notified.

Article 6

OBLIGATIONS OF THE LEADING PARTNER

- (1) The Leading Partner shall:
 - take all necessary steps to prepare for, perform and correctly manage the work programme set out in this Agreement and in its annexes, in accordance with the objectives of the Project as set out in the Agreement concluded between the National Agency and the Leading Partner;
 - send to Partner Organizations a copy of the Agreement No. 2023-1-HR01-KA220-VET-000154168 and its annexes, concluded with the National Agency, the Financial and Contractual Rules, the various reports and any other official document concerning the project;

- notify and provide Partner Organizations with any amendment made to the Agreement No. 2023-1-HR01-KA220-VET-000154168 concluded with the National Agency;
- define in conjunction with Partner Organizations the role, rights and obligations of all Consortium Partners, including those concerning the attribution of the intellectual property rights;
- comply with all the provisions of the Agreement No. 22023-1-HR01-KA220-VET-000154168 binding the Leading Partner and Partner Organizations to the National Agency.

Article 7

OBLIGATIONS OF THE PARTNER ORGANIZATIONS

(1) The Partner Organizations shall:

- take all necessary steps to prepare for, perform and correctly manage the work programme set out in this Agreement and in its annexes, in accordance with the objectives of the project as set out in the Agreement No. 2023-1-HR01-KA220-VET-000154168 concluded between the National Agency and the Leading Partner;
- comply with all the provisions of the Agreement No. 22023-1-HR01-KA220-VET-000154168 binding the Leading Partner to the National Agency;
- communicate to the Leading Partner any information or document required by the latter that is necessary for the management of the project;
- accept responsibility for all information communicated to the Leading Partner, including details of costs claimed and, where appropriate, ineligible expenses;
- define in conjunction with the Leading Partner the role, rights and obligations of all Consortium Partners, including those concerning the attribution of the intellectual property rights.

Article 8

PROJECT RESOURCES AND ALLOCATION

- (1) The total cost of the project for the contractual period referred to by the Agreement No. 2023-1-HR01-KA220-VET-000154168, all financing combined, is estimated at 250.000,00 EUR (including all taxes and duties).
- (2) The maximum Erasmus+ contribution to cover expenditure incurred by the Consortium Partners for participating in the programme shall be 250.000,00 EUR.
- (3) The Leading Partner is awarded in this project the maximum amount of 60.100,00 EUR divided by Work Packages:
 - WP 1: 4.920,00,00 EUR
 - WP 2: 18.420,00 EUR
 - WP 3: 35.100,00 EUR
 - WP 4: 1.660,00 EUR
- (4) Each Partner organization is awarded in this project the maximum amount of 63.300,00 EUR divided by Work Packages:
 - WP 1: 8.880,00 EUR
 - WP 2: 18.420,00 EUR
 - WP 3: 35.100,00 EUR
 - WP 4: 900,00 EUR
- (5) The Leading Partner commits itself to carrying out payments relating to the subject matter of this Agreement to the Partner Organizations according to the achievement of the tasks and following schedule:
 - pre-financing: Within 30 days from the Effective Date of this Agreement, the Leading Partner will transfer to the Partner Organizations the first advance payment in the amount of 50.640,00 EUR which represents 80% of the maximum amount of grants specified in Data Sheet and the Annex I - Agreement No. 2023-1-HR01-KA220-VET-000154168 between the Leading Partner and the National Agency.
 - Final financial contribution: Up to 20% of the balance will be paid after the contractual obligations of the Partner Organizations are fully fulfilled, the work program is completed and all necessary supporting documentation is received, the final project report is positively evaluated and the project budget is confirmed by the National Agency.

- (6) Pre-financing is considered advance pending the express approval by the National Agency of the final report, corresponding financial statements and quality of project results.
- (7) The final financial contribution shall depend on the evaluation of the quality of the results of the project No. 2023-1-HR01-KA220-VET-000154168, pursuant to the rules laid down at Community level, particularly in the Guidelines for Administrative and Financial Management and Reporting, but shall not, under any circumstances, give rise to a profit.
- (8) The sum of the final financial contribution will be determined by the National Agency for the entire project by deducting the total amount of the advance payment from the lump-sum amount of grants determined in Data Sheet of the Agreement No. 2023-1-HR01-KA220-VET-000154168. The Leading Partner towards the Partner Organizations carries out the same procedure. In doing so, all the rules and procedures defined in the Agreement No. 2023-1-HR01-KA220-VET-000154168 are applied.
- (9) The payment or refund will be made after the request for the payment of the final financial contribution is approved along with the supporting documentation.

Article 9

REPORTING

- (1) The Partner Organizations will provide the Leading Partner with all the information and documents necessary for the preparation of the progress report (for the reporting period from 1 September 2023 to 30 June 2024), and with copies of all necessary supporting documents filled out and signed by the legal representative or other person authorized by legal representative, no later than 15 days after the reporting period.
- (2) The Partner Organizations will provide the Leading Partner with all the information and documents necessary for the preparation of the final report and copies of all necessary

supporting documents filled out and signed by the legal representative or other person authorized by legal representative, no later than 1 June 2025.

- (3) The Leading Partner will use the online reporting and management tool provided by the European Commission to record all information related to the activities carried out under the Project and to complete and submit progress report and final report.

Article 10

USE OF RESULTS

- (1) After completion of the Project, educational materials and Curriculum produced in the scope of the Project will be available free of charge online with open license.

Article 11

DATA PROTECTION

- (1) The Consortium Partners are obliged to process personal data within the framework of the Agreement No. 2023-1-HR01-KA220-VET-000154168 in accordance with the applicable EU law, international and national law on the protection of personal data (in particular Regulation (EU) 2018/1725).

Article 12

LIABILITY

- (1) Each Consortium Partner shall release the other from any civil liability in respect of damages resulting from the performance of this Agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other Consortium Partner or its personnel.
- (2) The Partner Organizations shall protect the National Agency, the Leading Partner and their personnel against any action for damages suffered by third parties, including

project personnel, as a result of the performance of this Agreement, to the extent that these damages are not due to the serious or intentional negligence of the National Agency, the Leading Partner or their personnel.

Article 13

TERMINATION OF THE AGREEMENT

- (1) This Agreement shall terminate immediately with no liability between the Consortium Partners should the Agreement No. 2023-1-HR01-KA220-VET-000154168 terminate for any reason whatsoever, unless the Consortium Partners, by means of written agreement, decide to continue it.
- (2) The Leading Partner may terminate the Agreement if any Partner Organization has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to force majeure, by sending a written notice to Partner Organizations 30 days prior to the proposed date of termination.
- (3) Each Partner Organization shall immediately notify the Leading Partner, supplying all relevant information, of any event likely to prejudice the performance of this Agreement.

Article 14

JURISDICTION CLAUSE

- (1) This Agreement shall be governed by and construed in accordance with Croatian law.
- (2) The Consortium Partners agree to use best efforts to resolve any disputes arising out or in connection with this Agreement in an informal manner.
- (3) In case of failure of a such solution, the Consortium Partners irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the courts of the Republic of Croatia

Article 15

AMENDMENTS OR ADDITIONS TO THE AGREEMENT

(1) Amendments to this Agreement shall be made only by a supplementary agreement signed on behalf of each the Consortium Partner by the signatories to this Agreement.

This Agreement is done in the English language in four (4) original copies with equal legal force, each of which Consortium Partners shall retain one copy.

SIGNATURES

For the Ministry of the Interior of the Republic of Croatia
dr.sc. **Davor Božinović**, Deputy Prime Minister and Minister

Zagreb, 10. 11. 2023

For the Lithuanian Police School
Robertas Simulevičius, Head

Mastafčiai, 16. 11. 2023

For the Police School in Słupsk
Piotr Cekała, Commander

Słupsk, 21. 11. 2023

For the Agency for Education and Professional Training
Marko Vujević, Director

Mostar, 22. 11. 2023

Attachments:

- (1) Agreement No. 2023-1-HR01-KA220-VET-000154168,
- (2) Annex I - Agreement Number: 2023-1-HR01-KA220-VET-000154168
- (3) Annex II - Specific rules
- (4) Granted Project Proposal "Development of Joint Curriculum for First Responders on the Tactical Procedures in the Use of Force and First Aid" – FIRST-TAC