



PARTNERSHIP AGREEMENT

CONCERNING THE ERASMUS + STRATEGIC PARTNERSHIP PROJECT

Under the Union program for education, training, youth and sport¹

AGREEMENT No: 2018-1-LV01-KA203-046965 – P4 [Partner No 4]

VENTSPILS AUGSTSKOLA registration No LV 9000362426, Inženieru iela 101, Ventspils, Latvija, LV-3601, hereinafter referred to as "**the Beneficiary**", represented by its rector,

on the one part,

and

Jihočeská univerzita v Českých Budějovicích, registration No CZ60076658, Branišovská 1645/31a, 370 05 České Budějovice, Czech Republic, hereinafter referred to as "**the Partner**", represented by its rector,

on the other part,

both together referred to as "**the Parties**",

HAVE AGREED

to implement the project "**Systèmes juridiques et l'évolution d'un métier: traduire et interpréter dans la diversité**" under the Erasmus+ Programme, Key Action 2: Strategic Partnerships, hereinafter referred to as "**the Project**", as follows:

Article 1 – Subject matter

1.1. Having regard to the provisions of Regulation (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing „Erasmus+“ in the field of education, training, youth and sport, the **Beneficiary** and the **Partner** commit themselves to carrying out implementation of the Project coming under the Agreement No **2018-1-LV01-KA203-046965** concluded between the **Beneficiary** and the **National Agency** in accordance with *the Special Conditions*, the *General Conditions*, the *Financial*

¹ Regulation (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing 'Erasmus+'. the Union programme for education, training, youth and sport and repealing Decisions No 1719/2006/EC, No 1720/2006/EC and No 1298/2008/EC.

and Contractual Rules and the annexes hereto which form an integral part of this agreement and that each party declares to have read and approved.

- 1.2. This agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project No 2018-1-LV01-KA203-046965 under the Agreement passed between the **National Agency** and the **Beneficiary**.
- 1.3. The total grant of the project for the contractual period referred to by the Agreement No 2018-1-LV01-KA203-046965 is estimated at **189 096.00 EUR**.
- 1.4. The final financial contribution shall depend on the evaluation of the quality of the results of the project No 2018-1-LV01-KA203-046965 pursuant to the *Financial and Contractual Rules* which is Annex III of the Agreement No 2018-1-LV01-KA203-046965, but shall, under no circumstances, give rise to a profit during the project implementation.
- 1.5. With the signature of this Agreement, the **Beneficiary** and the **Partner** accept the grant and agree to implement the Project, acting on their own responsibility.

Article 2 – Duration

- 2.1. The duration of the Project is **24 months**. It starts on **01/09/2018** and ends on **31/08/2020**.
- 2.2. This agreement enters into force on the date of signature by the last of both Parties to the agreement and terminates five years after the date of the payment of the balance by the **Beneficiary** to the **Partner**.
- 2.3. The period of eligibility of the costs starts on **01/09/2018** and finishes on **31/08/2020**.

Article 3 – Obligations of the Beneficiary

The **Beneficiary** shall undertake:

- 3.1. to take all the steps necessary to prepare for, perform and correctly manage the Project in accordance with the objectives of the Project as set out in the Agreement concluded between the **National Agency** and the **Beneficiary**;
- 3.2. to send to the **Partner** a copy of various reports and of any other official document concerning the Project;
- 3.3. to notify and provide the **Partner** with any amendment made to the Agreement No 2018-1-LV01-KA203-046965 concluded with the **National Agency**;
- 3.4. to define in conjunction with the **Partner** the role and rights and obligations of the two Parties, including those concerning the attribution of the intellectual property rights;
- 3.5. to comply with all the provisions of Agreement No 2018-1-LV01-KA203-046965 binding the **Beneficiary** to the **National Agency**.

Article 4 – Obligations of the Partner

The **Partner** shall undertake:

- 4.1. to take all the steps necessary to prepare for, perform and correctly manage the Project in accordance with the objectives of the Project as set out in the Agreement No 2018-1-LV01-KA203-046965 concluded between the **National Agency** and the **Beneficiary**;
- 4.2. to comply with all the provisions of Agreement No 2018-1-LV01-KA203-046965 binding the **Beneficiary** to the **National Agency**;
- 4.3. to communicate to the **Beneficiary** any information or document required by the latter that is necessary for the management of the Project;
- 4.4. to accept responsibility for all information communicated to the **Beneficiary**, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.5. to define in conjunction with the **Beneficiary** the role and rights and obligations of the two Parties, including those concerning the attribution of the intellectual property rights.

Article 5 – Financing

- 5.1. The total costs to be committed by the **Partner** for the period covered by the Project is estimated at 22 924 EUR.
- 5.2. The grant shall take the form of unit contributions and reimbursement of eligible costs actually incurred in accordance with the following provisions:
 - (a) eligible costs as specified in Article II.16 of the *General Conditions* of the Agreement No 2018-1-LV01-KA203-046965;
 - (b) financial rules as specified in Annex III of the Agreement No 2018-1-LV01-KA203-046965;
 - (c) estimated partner budget as specified in Annex I of this agreement.

Article 6 – Budget transfers

- 6.1. Without prejudice to Article II.10 of the *General Conditions* of the Agreement 2018-1-LV01-KA203-046965 and provided that the Project is implemented as described in Annex II, the Parties are allowed to adjust the estimated budget set out in the Project, by transfers between the different budget categories, without this adjustment being considered as an amendment of the Agreement within the meaning of Article II.11 of the *General Conditions* provided that the following rules are respected:
 - 6.1.1. The Parties are allowed to transfer up to 20% of the funds allocated for Project management and implementation, Transnational Project Meetings, Intellectual Outputs, Multiplier Events, Learning/teaching/training activities and Exceptional costs to any other budget category with the exception of the budget categories Project management and implementation costs and Exceptional costs.
 - 6.1.2. Any budget transfer shall result in an increase of maximum 20% of the amount awarded to that budget category as specified in Annex I.

Article 7 – Payments (in EUR)

- 7.1. The **Beneficiary** commits itself to carrying out payments relating to the subject matter of this agreement to the **Partner** according to the fulfilment of the tasks and according to the following schedule:

1 st payment	9170 EUR - Management Intellectual output O1	12/2018 on the condition of signature of this agreement
2 nd payment	9170 EUR – (Management, Intellectual output O2, Travel, Individual Support C2, C3)	11/2019 on the condition of signature of this agreement that the National Agency has approved the interim report
Final payment	4584 EUR (20% of total budget)	Within 30 calendar days after receiving the final payment from the National Agency on the condition that the National Agency has approved full amount of the final payment. Normally in 11/2021.

7.2. All payments shall be regarded as **advances** pending explicit approval by the **National Agency** of the final report, the corresponding cost statement and the quality of the results of the project.

7.3. The final payment as mentioned in point 7.1 of this Article shall constitute the payment of the amount necessary to balance revenue and expenditure.

Article 8 – Bank account

Name of the bank: Československá obchodní banka, a.s.
 Address: Hroznová 1, 370 40 České Budějovice
 Account holder: Jihočeská univerzita v Českých Budějovicích
 Account number: [REDACTED]
 IBAN: [REDACTED]
 SWIFT: CEKOCZPP

Article 9 – Reports

9.1. The **Partner** shall provide the **Beneficiary** with any information and document required for the preparation of the interim report, especially with contracts and worksheets of involved person, and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 31st of March 2019 at the latest.

9.2. The **Partner** shall provide the **Beneficiary** with any information and document required for the preparation of the final report, especially with contracts and worksheets of involved person and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 31st of August 2020 at the latest.

9.3. The required information and documentation within the Project shall be provided in French or English.

Article 10 – Monitoring and supervision

- 10.1. The **Partner** shall provide without delay the **Beneficiary** with any information that the latter may request concerning the carrying out of the Project covered by this agreement.
- 10.2. The **Partner** shall make available to the **Beneficiary** any document making it possible to check that the Project is being or has been carried out.

Article 11 – Liability

- 11.1. Each contracting party shall release the other from any civil liability in respect to 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 party or its personnel.
- 11.2. The **Partner** shall protect the **National Agency**, the **Beneficiary** 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 **Beneficiary** or their personnel.

Article 12 – Termination of the agreement

- 12.1. The **Beneficiary** may terminate this agreement if the **Partner** has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to *force majeure*, after notification of the **Partner** by registered letter has remained without effect for one month.
- 12.2. The **Partner** shall immediately notify the **Beneficiary**, supplying all relevant information, of any event likely to prejudice the performance of this agreement.

Article 13 – Jurisdiction clause

- 13.1. The law applicable to this contract shall be the law of the Czech Republic.
- 13.2. Failing amicable settlement, the Courts of the Czech Republic shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.

Article 14 – Intellectual Property Rights

Without prejudice to paragraph Article II.8 of the *General Conditions*, the **Beneficiary** grants the **Partner** the right to make free use of the results of the Project as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

Article 15 – Amendments or additions to the agreement

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

Annexes:

Annex I Estimated partner budget

Annex II Partner's project tasks and responsibilities

For the **Beneficiary**,
The legal representative

Kārlis Krēslīņš, Rector
(name and function)

For the **Partner**,
The legal representative

Tomáš Machula, rector



[date] **21. 12. 2018**

**JIHOČESKÁ UNIVERZITA
V ČESKÝCH BUDĚJOVICÍCH**
REKTORÁT (12)
Branišovská 31a
370 05 České Budějovice

Done in Ventspils, 26 of November in two copies.



ANNEX I – Estimated Partner 4 budget

Budget items	Euros
Project Management and Implementation	8 000*
Intellectual Outputs	1370*
Travel	3810*
Individual Support	9744**
Total Calculated	22 924

* Will be drawn as precised in the article 7

** Will be drawn by individual participants in the form of provided accomodation and meals during Intensive programs 2020, 2021.

Estimated Partner's 4 budget for Intensive Programme C1

Budget items	Euros
Individual Support For Foreign Students and Teachers during C1 80% (will be transferred in December 2018)	23 386
Individual Support For Foreign Students and Teachers during C1 20% (will be transferred in December 2021)	5846
Total Calculated	29 232

ANNEX II – Partner's 4 project tasks and responsibilities

Project management and implementation

Carrying out of its duties in implementation of project:

- **Administration of local project activites**
- **Personnel work with local employees**
- **Cooperation with local partners**
- **Promotion of the project and local dissemination of its results**
- **Preparation of necesarry materials in local language to be uploaded to Moodle and to the website of the project**
- **Selection and preparation of 4 students for the Intensive program in 2019, 2020 and 2021 (12 in total for the whole period)**

Intellectual Outputs

Co-responsability for Output n° 1 („Malette pédagogique“ – Czech part)

Co-responsability for Output n° 2 („Les attentes et la réalité“ – Czech part)

Learning/Teaching/Training Activities

Organization of the Intenzyve program in 2019

Sending of 4 students for the Intensive program in 2020 and other 4 students in 2021 (8 in total for the whole period).

Sending of 2 teachers for the Intensive program in 2020 and other 2 teachers in 2021 (4 in total for the whole period).