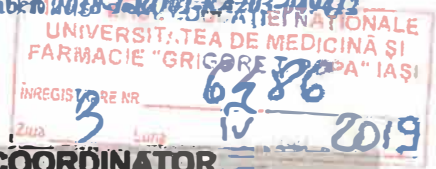




Erasmus+

KA2 - Cooperation for Innovation and the Exchange of Good Practices
KA203 - Strategic Partnerships for higher education
Project number: 2018-1-RO01-KA203-049412



**PARTNERSHIP AGREEMENT BETWEEN THE COORDINATOR
AND THE CO-BENEFICIARY
CLEVER - Case-based learning and virtual cases to foster
critical thinking skills of students**

This *Agreement*, drawn up under the Erasmus+ Programme of the European Commission shall govern relations between:

Full official name: UNIVERSITATEA DE MEDICINA ŞI FARMACIE GRIGORE T. POPA DIN IASI [UMF IASI]
Official legal status or form: Higher education institution (tertiary level)
Official registration No: 4701100
Official address: 16, Universitatii Street, Iasi, 700115, Romania

hereafter called "*the Coordinator*", represented by Mr. Viorel SCRIPCARIU Prof., MD, PhD., Rector

of the one part, and

Full official name: Masarykova univerzita [MU]
Official legal status or form: Higher education institution (tertiary level)
Official registration No: 00216224
Official address: Zerotlnovo namesti 9, BRNO STRED, 60177, Czech Republic,

hereinafter called "*the Co-beneficiary*", represented by Mr. Mikuláš Bek, Assoc. Prof. PhDr. Ph.D., Rector,

on the other hand,
which, according to the Mandates previously signed and attached to the Grant Agreement, have agreed as follows.

HAVE AGREED

the terms of the Agreement and Annexes below:

- Annex I** Application Form
- Annex II** Budget revised and approved - Agreement Number: 2018-1-RO01-KA203-049412
- Annex III** Financial and Contractual Rules
- Annex IV** Partner Mandate letter conferring powers of attorney from the co-beneficiary to the Coordinator
- Annex V** Financing contract no. 2018-1-RO01-KA203-049412 negotiated between the Coordinator and the National Agency for Community Programs in the Field of Vocational Education and Training with all its Annexes

Which form an integral part of this agreement (the "*Agreement*").



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1. Article 1 – Subject

- 1.1 The subject of the Agreement is the *Project* entitled **Case-based learning and virtual cases to foster critical thinking skills of students – CLEVER**. The Coordinator and the Co-beneficiary commit themselves to carrying out the work programme covered by this agreement.
- 1.2 The funding comes under the agreement 2018-1-RO01-KA203-049412 concluded between the Coordinator and the Romanian National Agency for Erasmus+ within the Action Key 2, KA203 - Strategic Partnerships for higher education, as described into the Annex II.
- 1.3 By signing this Agreement, the Co-beneficiary and the Coordinator are liable for carrying out their given obligations in accordance with this Agreement.
- 1.4 The final financial contribution shall depend on the evaluation of the quality of the results of the project 2018-1-RO01-KA203-049412 and on the respect of the rules laid down at Community level, particularly in the Administrative and Financial Rules, but shall, under no circumstances, give rise to a profit.
- 1.5 This Agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project under the Agreement 2018-1-RO01-KA203-049412 passed between the Coordinator and the Romanian National Agency for Erasmus+.
- 1.6 The subject matter of this contract and the related work programme are detailed in the annexes, which form an integral part of this Agreement and that each party declares to have read and approved.

2. Article 2 – Duration

- 2.1. The project referred to in Article 1.1 has a duration of 36 months. It starts on 01/09/2018 and ends on 31/08/2021.
- 2.2. This Agreement becomes valid on the date of signature by the last of both participating parties to the Agreement and enters into force upon its publication in the Register of Contracts pursuant to the Act no. 340/2015 Coll. of the Czech Republic, on special conditions for the effectiveness of some contracts, the disclosure of these contracts and the Registry of contracts (Act on the Registry of contracts). This Agreement terminates at the moment of payment of the balance of the Agreement to the Co-beneficiary, as mentioned in Article 6.
- 2.3. The period of eligibility of the costs starts on 01/09/2018 and ends on 31/08/2021.

3. Article 3 - Obligations of the Coordinator

The Coordinator shall:

- 3.1. take all the steps necessary 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 Grant Agreement 2018-1-RO01-KA203-049412 concluded between Romanian National Agency for Erasmus+ and the Coordinator;
- 3.2. provide the Co-beneficiary with copies of all documents and its annexes relevant for Project realization and carrying out Co-beneficiary obligations in accordance with this Agreement. These documents shall be provided in English;



- 3.3. notify and provide the Co-beneficiary with any amendment made to the Grant Agreement 2018-1-RO01-KA203-049412 concluded with the Romanian National Agency for Erasmus+;
- 3.4. fulfil all of its obligations towards the Romanian National Agency for Erasmus + in accordance with the Annex V of this Agreement.

4. Article 4 - Obligations of the Co-beneficiary

The Co-beneficiary shall:

- 4.1. take all the steps necessary to prepare for the performance of its obligation under this Agreement and correctly manage its part of 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 2018-1-RO01-KA203-049412 concluded between the Romanian National Agency for Erasmus+ and the Coordinator;
- 4.2. specifically carry out the delegated activities, respecting the given deadlines and quality indicators, as set out in Annexes of this Agreement);
- 4.3. produce the progress, Interim and final financial reports, respecting the given deadlines and agreed forms;
- 4.4. produce the progress, interim and final activities, evaluation and dissemination reports, respecting the given deadlines and agreed forms;
- 4.5. communicate to the Coordinator any information or document required by the latter that is necessary for the management and implementation of the project; informs the Coordinator in advance on any transfer between headings of eligible costs;
- 4.6. accept responsibility for all information communicated by the Co-beneficiary to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses.

5. Article 5 - Financing and co-financing

- 5.1. The Co-beneficiary accepts the grant and undertakes to carry out its project's activities under its own responsibility.
- 5.2. The Co-beneficiary accepts that the grant received is not to be assigned to any other body, transferred to a third party or seized or sequestered in any way.
- 5.3. The total expenditure to be committed by the Co-beneficiary for the period covered by this Agreement is estimated at 70,178 EUR (including all taxes and duties).
- 5.4. The Community grant for the Co-beneficiary shall be a maximum amount of 70,178 EUR.
- 5.5. These sums will be allocated to the Co-beneficiary as follows:



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Budget Items	Total Grant
Project Management and Implementation	
Transnational Project Meetings	
Intellectual Outputs	
Multiplier Events	
Learning/Teaching/Training Activities	
Total Calculated	70,178.00

6. Article 6 – Payments

6.1. The Coordinator will carry out payments relating to the subject matter of this Agreement to the Co-beneficiary according to the achievement of the tasks and according to the following schedule:

1 st payment – 40%	2 nd payment – 40%	3 rd payment – 20%
Within 30 days after entering into force of the Agreement.	Within 90 days from receiving the Interim report.	Within 90 days after the final report.
€ 28,071.20	€ 28,071.20	€ 14,035.60
After the agreement has been signed and received by the Coordinator.	The payment of the above mentioned instalment will only be made if the Partner demonstrates in the Financial report, and through supporting documents to have spent at least 70% of the first advanced payment. In case the Partner reports and justify less than 70% of the first payment, a supplementary interim report will be made when 70% of the first instalment is spent.	The calculation of the final instalment will be reviewed according to the final assessment of the RO National Agency for ERASMUS+ of the Final Report and will be made within 30 days after receiving the last payment from the RO National Agency for ERASMUS+.

- 6.2. Each party shall bear the costs of the payment transfer incurred on its part.
- 6.3. All payments shall be regarded as advances pending explicit approval by the RO National Agency for Erasmus+ for the interim/final reports, the corresponding cost statement and the quality of the results of the project.
- 6.4. Any revenue generated by the project and received by the Co-beneficiary shall be declared in the financial statement and shall limit the RO National Agency for Erasmus+ reflecting the financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the Coordinator in order for the Coordinator to be able to inform about it the RO National Agency for Erasmus+.
- 6.5. The final payment as mentioned before can be adapted to take into account the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure.
- 6.6. Payments shall be made in EURO. Any conversion rate shall be made at the monthly accounting established by the European Central Bank and published on its website (<http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>) for the day the Agreement between the Coordinator and the RO National Agency for ERASMUS+ was signed (i.e.



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the official exchange rate for 01.10.2018). If the exchange rate to be used changes, the Coordinator will inform the Co-beneficiary in due time.

- 6.7. The Coordinator may suspend the payment if the appropriate supporting documents have not been produced or if the Co-beneficiary has infringed the provisions of the Agreement.
- 6.8. If any amount is unduly paid to the Co-beneficiary, or if recovery is justified under the terms of the agreement, the Co-beneficiary undertakes to repay the Coordinator the sum in question on the terms and date specified the Coordinator. If the Co-beneficiary fails to pay by the date set by the Coordinator, the sum due shall bear interest at the rate applied by the European Central Bank for its main refinancing operations in Euros, plus three and a half points.

7. Article 7 - Bank account

- 7.1 The payments will be made via bank transfer to the bank account provided by the Co-beneficiary. The Co-beneficiary will immediately inform the Coordinator of any change in the information provided.
- 7.2 The bank account must identify the payments made by the Coordinator.

Reference No.	2018-1-RO01-KA203-049412
Organisation name	Masarykova univerzita
Name / Position of Legal Representative	Mikuláš Bek, Rector
Bank name	
Bank address	
Bank postcode	
Account name	
Account number	
Sort code	
IBAN ¹	
Swift/BIC ¹	
Payment currency	EURO (EU grants will be paid in Euros from a RO-based account.)

*** It is a bank code that is included in account number after the stroke + also in IBAN (0100).

¹ IBAN = International Bank Account Number / BIC = Bank Identifier Code



8 Article 8 – Reports

- 8.1 The Co-beneficiary shall provide the Coordinator with the quarterly activity, evaluation, exploitation, dissemination reports (enclosing all the necessary documents to demonstrate the work carried out) and the quarterly financial report detailing all the expenditures carried out within the project framework, enclosing, for each expenditure declared the related proof (e.g. travel invoices, receipts and tickets, boarding passes, all staff timesheets, formal employment agreement and staff and mobility participant details as required by the project).

**Quarterly Activity / Financial Report corresponding to each year of the project:
(01.09.2018 – 31.08.2021)**

31.01. (covering 01.10. – 31.12.)
30.04. (covering 01.01. – 31.03.)
31.07. (covering 01.04. – 30.06.)
31.10. (covering 01.07. – 31.09.)

Reporting periods:

Interim report – 02. 05. 2020 (covering 01. 09. 2018 – 02. 03. 2020)
Final report – 30. 08.2021 (covering 01. 09. 2018 – 31. 08. 2021)

- 8.2 The Co-beneficiary shall provide the Coordinator with any other information and document required for the preparation of the interim and final reports.
- 8.3 Report has to be made in compliance with the Financial and Contractual rules here annexed and any other special rules that will be eventually published by the RO National Agency for Erasmus+. The reports have to be created filling in the forms provided by the Coordinator.
- 8.4 On receipt of each report, the Coordinator may:
- analyse the report
 - ask the Co-beneficiary for supplementary documents or additional information it deems necessary
 - reject the report and ask for the submission of a new report
- 8.5 The Co-beneficiary will have to respect the time limit for the submission of supplementary documents or of a new report. In the event of a renewed rejection, the Coordinator has the right to terminate the agreement and ask the Co-beneficiary for a refund of the funds already transferred and not duly justified.

9 Article 9 - Monitoring and Audits

- 9.1 The Co-beneficiary shall provide without delay the Coordinator with any information that the latter may request from him concerning the carrying out of the work programme covered by this Agreement.
- 9.2 The Co-beneficiary shall make available to the Coordinator any document making it possible to check that the aforementioned work programme is being or has been carried out.
- 9.3 In the event of financial and/or operational auditing by the RO National Agency for Erasmus+ or European Commission, or any other duly authorised person, the Co-beneficiary shall cooperate with the Coordinator such that the latter has all the necessary information or, should the occasion arise, with any documentary or on-the-spot control and this for the whole Agreement period and during the 5 years after the final payment is transferred to the beneficiary's account.



10 Article 10 – Liability

- 10.1 Each party 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 party or its personnel.
- 10.2 The Co-beneficiary shall protect the RO National Agency for Erasmus+, European Commission, the Coordinator 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 UK National Agency for Erasmus+, European Commission, the Coordinator or their personnel.

11 Article 11 - Termination of the Agreement

- 11.1 The Coordinator may terminate the Agreement if the Co-beneficiary has inadequately discharged or failed to discharge any of the agreed obligations or has not carried out their attributed role in an efficient or satisfactory manner, insofar as this is not due to *force majeure*, after notification of the Co-beneficiary by registered letter has remained without effect for one month.
- 11.2 The Co-beneficiary shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this Agreement.
- 11.3 In the event of a Co-beneficiary terminating their participation in the project, they will receive payment based on the report of activities and the financial report carried out up until the termination date. If the Co-beneficiary receives payment but terminates their participation in the project without completing their assigned activities under the terms of agreement, they are obligated to reimburse the payment received.

12 Article 12 - Jurisdiction clause

- 12.1. Failing amicable settlement, the Courts of the Romania shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
- 12.2. The law applicable to this Agreement shall be the law of the Romania.

13 Article 13 - Amendments or additions to the Agreement

- 13.1 Amendments to this Agreement shall be made only by a supplementary agreement signed on behalf of each of the parties by their authorized representatives.

14 Article 14 - Ownership of the results

- 14.1 Each contributor has the ownership rights to the individual project results in the proportions in which they participated in their creation
- 14.2 The Coordinator grants the RO National Agency for Erasmus+ the right to make free use of the results of the action, provided it does not breach its confidentiality obligations or existing industrial or intellectual property rights.



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14.3 Where the Co-beneficiary has the intention of adapting and reusing parts of the produced material or translating the material in any other language than their own they have to obtain permission from the copyright holders and the partnership as a whole.

15 Article 15 - Special Conditions

15.1 The Co-beneficiary is committed to indicate on every document produced within the project for information and or dissemination purpose that the project has been funded by the European Commission in the framework of the Erasmus+ Programme. Also the EU flag and the Logo of the programme should be added.

16 Article 16 – Supplementary Agreements

16.1 Any amendment to the grant must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.

The document was signed in two copies.

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

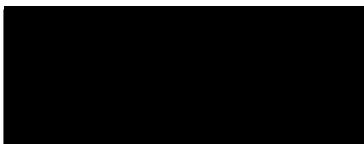
For the Co-beneficiary:
Masarykova univerzita

Assoc. prof. PhDr. Mikuláš Bek, Ph.D.
Name of the legal representative

Rector
Position

Date and Place 18 -03- 2019
[Redacted]

Stamp of the institution



For the Coordinator:
UNIVERSITATEA DE MEDICINA ŞI FARMACIE
GRIGORE T.POPA

Prof. MD, Ph.D. Viorel Scripcariu
Name of the legal representative

Rector
Position

Date and Place 03 -04- 2019
[Redacted]

Signature

Stamp of the institution