



Erasmus+

## PARTNERSHIP AGREEMENT

### Project: Youth Work Quality Focus, no.: 2018-3-CZ01-KA205-059858

The present agreement drafted in the context of the Erasmus+ programme, Strategic Partnership governs the relationship between:

**Asociace neformálního vzdělávání, z.s.**

and

**Středisko volného času Děčko Náchod**

whose registered office is situated at:

U Kloubových domů 330/8

190 00 Praha 9 Vysočany

Czech Republic

represented by:

Lenka Polcerová, Chairwoman

hereinafter called the *Contractor*

whose registered office is situated at:

Zámecká 243

547 01 Náchod

represented by:

Ing. Kateřina Hiebschová, director

hereinafter called the *Partner*

### Article 1. Subject

The Contractor and the Partner undertake to carry out the work programme forming the subject of this agreement, which falls within the framework of **project number 2018-3-CZ01-KA205-059858**, concluded between the Contractor and the Commission relating to the project entitled:

#### **2018-3-CZ01-KA205-059858**

The total cost of this project for the contractual period covered by Agreement is estimated at **97.390,00 Euros**, all taxes and duties included (ninety seven thousand three hundred and ninety euros).

The Czech National Agency shall provide a maximum amount of **97.390,00 Euros**.

In the event of lower actual eligible expenditure, the Community contribution shall be limited to the total eligible costs. The financial contribution must not, under no circumstance give rise to a profit.

### Article 2. Duration

This Agreement shall enter into force from the date of signature from both parties.

The action and period of eligibility of costs shall begin on **1 February 2019** and shall end on **31 January 2021**.

### Article 3. Obligations of the Contractor

The Contractor undertakes:

- to make necessary arrangements with a view to the preparation, carrying out and smooth running of the work programme forming the object of this agreement in accordance with the aims of the project as described in the Agreement concluded between the Czech National Agency and the Contractor;



- to give the Partner a copy of the official documents relating to the project such as the Agreement binding the Contractor to the Czech National Agency and the various reports;
- to inform the Partner of any change made to Agreement;
- to define, together with the Partner, the roles, rights and obligations of both parties, including, where necessary, those concerning the allocation of intellectual property rights.

#### **Article 4. Obligations of the Partner**

The partner organisation undertakes:

- to make necessary arrangements with a view to the preparation, carrying out and smooth running of the work programme forming the object of this agreement in accordance with the aims of the project as described in the Agreement concluded between Czech National Agency and the Contractor;
- to respect all the clauses provided for the general Agreement binding the Contractor to the Czech National Agency;
- to pass on the Contractor any information or document (including all the appropriate receipts for each expense) requested by the Contractor and necessary for managing the project;
- to define, together with the Contractor, the roles, rights and obligations of both parties, including, where necessary, those concerning the allocation of intellectual property rights.

#### **Article 5. Financing - Description of Tasks**

The total expenditure that will be incurred by the Partner for the period covered by this agreement is estimated at **6.000,00 €** (six thousand euros), all taxes included, according to the headings described in **ANNEX I "Budget"**.

This amount corresponds to the tasks described in the **ANNEX II "Application form"**. The Partner is responsible for the described parts of the work and should produce the described outputs.

All the actual costs that the partner will sustain relating to the project will be advanced or reimbursed after the presentation of:

- scan of employee's agreement with the project clearly stated in the job description; scans of payrolls and originals of regular timesheets (will be provided a template by the Contractor) for all expenses made for employees,
- scans of invoices, receipts, tickets and evidence of trips

All documents must comply with the Financial Guidelines of Erasmus+ Programme.

The Contractor, accordingly to the Financial Guidelines of Erasmus+ could ask for proofs of payments to the Partner.

The financial contribution must, under no circumstance, give rise to a profit.

#### **Article 6. Payments**

The Contractor commits himself to carrying out payments relating to the subject matter of this contract to the Partner according to the achievement of the tasks and according to the following schedule:

1. an initial advance of **80%** (EUR) of the total amount as stated in ANNEX I within 30 calendar days after the signature of this agreement
2. a balance payment of **20%** (EUR) of the total amount as stated in ANNEX I, within 30 calendar days after receiving the final payment from the Czech National Agency.



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.

**Bank Account of the Partner:**

Name of the Bank: **ČSOB banka**  
Address of the bank: **Tyršova 64, Náchod 54701**  
Account number incl. Bank code: **0000522692/2010**  
EU IBAN Code: **CZ2520100000002000522692**  
Account Holder: **SVČ Děčko Náchod**

### **Article 7. Reports**

The Partner shall provide the Contractor with any information and document required for the preparation of the Final report and, where appropriate, with certified copies of all the necessary supporting documents completed and signed by the legal representative. The Partner provides the Contractor with scanned copies of all documents proving expenditures by these deadlines:

- **by 10<sup>th</sup> February 2020** at the latest – expenditures made from 1<sup>st</sup> February 2019 to 31<sup>st</sup> January 2020
- **by 10<sup>th</sup> February 2021** at the latest – expenditures made from 1<sup>st</sup> February 2020 to 31<sup>st</sup> January 2021

The Partner undertakes to submit the reports to Contractor in English or Slovak language.

### **Article 8. Monitoring and control**

The Partner shall immediately give the Contractor any information that the latter may have cause to request from him concerning the implementation of the work programme forming the object of this Agreement.

The Partner shall keep at the disposal of the Contractor any document that enables him to check that the said work programme is being implemented or has been implemented.

In the case of a financial and/or operational audit by the competent authorities, the Partner shall co-operate with the Contractor, so that the latter has access to all the requested information.

### **Article 9. Liability**

Each contracting party shall exonerate the other contracting party from the civil liability arising from damages suffered by itself or its staff resulting from the execution of this agreement, insofar as these damages are not due to a serious and intentional fault on the part of the Commission, the office or its staff.

### **Article 10. Usage of the results of the project**

The Partner undertakes to disseminate freely accessible information on the Project implementation activities at national level.

The Partner and Contractor undertake to provide free access in the Internet to the project results developed within the Project.

### **Article 11. Publicity**

Unless otherwise requested, any communication or publication by the partner about the action, including at a conference or seminar, shall indicate that the action has received funding from Erasmus+ Programme. Logo must be included at all promotional materials about the project and its outputs.



## Article 12. Termination of the Agreement

In the event of the non-performance by the Partner of any of the undertakings arising from this Agreement and independently of the consequences provided for by applicable law, this Agreement may then be legally terminated or annulled by the Contractor, without needing to proceed with any further legal formality, after an official demand given to the Partner by registered letter is not complied with within one month.

The Partner shall inform the Contractor immediately, providing him with all relevant information, of any event likely to prejudice the carrying out this Agreement.

## Article 13. Law Applicable and Competent Court

In the absence of any amicable agreement, the Courts of the Czech shall have sole Jurisdiction to decide on any dispute between the contracting parties concerning this Agreement.

The applicable law shall be, the community rules applicable and, on a subsidiary basis, the Czech law.

## Article 14. Amendments or additions to the Agreement

Any modification to the Agreement may only be made by means of an amendment to the Agreement signed, for each of the parties, by the signatories of the present Agreement.

## Article 15. Annexes

The following are annexed to and form an integral part of this Agreement:

Annex I: Budget

Annex II: Final grant application form

Annex III: Work programme and schedule

Date

21. 4. 2019  
Asociace neformálního vzdělávání, z.s.

U Kloubových domů 300/9

190 00 Praha 9 - Vyšehrad

IC: 01517010

For the Contractor

Lenka Polcerová

Chairwoman

12. 7. 2019

For the Partner

Ing. Kateřina Hiebschová

director

STŘEDISKO VOLNÉHO ČASU

DĚČKO, NÁCHOD

Zámecká 243, 547 01 Náchod