



Co-funded by the
Erasmus+ Programme
of the European Union

PARTNERSHIP AGREEMENT
Grant Agreement Nr . 2017-1-PL01-KA204-038686
Erasmus+ KA204, Polish Online
Project Number 2017-1-PL01-KA204-038686

CONTRACT BETWEEN THE PROJECT COORDINATOR AND THE PARTNER

This contract shall govern relations between:

Uniwersytet Pedagogiczny im. Komisji Edukacji Narodowej w Krakowie

official legal status or form: public body

official registration No: 00001376

Address: Podchorążych 2, 30-084 Kraków, Poland

VAT ID: PL6750200195

TAX ID: 6750200195

PIC: 968438495

hereafter named "Project Coordinator", represented by statutory representative: Associate Professor Robert Stawarz, Ph.D, Vice-Rector for Development.

AND on the other hand:

Ostravská univerzita

official legal status or form: Higher education institution

official registration No: -

Address: Dvořákova 7, 701 03 Ostrava, Czech Republic

VAT ID: CZ61988987

TAX ID: 61988987

PIC: 998738870

hereafter named "the Partner", represented by (statutory representative) prof. MUDr Jan Lata, Rector

Which have agreed as follows:

Preface

The Project Coordinator has concluded the GRANT AGREEMENT (hereinafter called "the Grant Agreement") with

Fundacją Rozwoju Systemu Edukacji (FRSE)
Narodową Agencją programu Erasmus+
Al. Jerozolimskich 142A
KRS 0000024777, NIP 526-10-00-645

Warszawa, Polska

- hereinafter called "the NA" - for:

a project with multiple beneficiaries in the framework of the ERASMUS+ programme AGREEMENT NUMBER: 2017-1-PL01-KA204-038686. The Grant Agreement has also been concluded in the name of and on behalf of the Partner. The Parties shall act as beneficiaries in accordance with the aforementioned Grant Agreement. The Partner is aware of the aforementioned Grant Agreement, which shall apply mutatis mutandis to relations between the Project Coordinator and the Partner, together with supplementary provisions included in the present Project Agreement.

Article 1/Subject

1. The Project Coordinator and the Partner commit themselves to carry out the activities covered by this contract.
This Contract refers to the Grant Agreement, regulating the terms of cooperation between Uniwersytet Pedagogiczny w Krakowie and the Project Partner in order to implement the Project as well as the rights and obligations of the Parties concerning their participation in the Project under the Agreement n° 2017-1-PL01-KA204-038686 concluded between the Project Coordinator and the National Agency.
2. The total grant of the project for the contractual period referred to by the Agreement n°2017-1-PL01-KA204-038686, all financing combined, is estimated at maximum of 317 615,00 EUR (including all taxes and duties).
3. The final financial contribution shall, under no circumstances, give rise to a profit.
4. The subject matter of this contract and the related activities are detailed in its annexes, and the Agreement with number n°2017-1-PL01-KA204-038686 and its annexes, which form an integral part of this contract and that each party declares to have read and approved.
5. In case of discrepancies, the Grant Agreement together with its annexes and other regulations of the law of the European Commission shall take priority, followed by this Agreement including its annexes. The description of the Project Partner's role in the Project is a summarized recapitulation of basic tasks and obligations of the Partner in the Project, subject to the next sentence. All tasks and obligations of the Project Partner have been included in the Grant Application, the Grant Agreement and this Agreement (Annex 6).
6. The Parties participating in the Project shall jointly perform the aforementioned Grant Agreement and comply with the conditions of the Grant Agreement, the Grant Application, legal regulations of the European Commission and the NA and other applicable regulations of the law (including proper national guidelines). In particular, the Parties shall comply with the guidelines included in the Erasmus Plus Programme Guide (Version 2 (2017): 20/01/2017). In case of amendments to the Grant Agreement **made by the NA**, the Grant Application, the Programme Guide or other aforementioned regulations of.

Article 2/Duration

1. The project referred to in Article 1 has a duration of 36 months. It starts September, 1st 2017 and ends on August, 31st, 2020.
2. This contract enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the final balance of the contract, as mentioned in Article 14.
3. The period of eligibility of the expenses starts on September, 1st, 2017 and finishes on August 31st, 2020.

Article 3/The Parties' obligations

The Parties shall undertake

1. to execute the Project in agreement with the conditions laid down in the Grant Agreement and all supplementary agreements as named in Article 1.6.
2. to meet the obligations provided for in the Grant Agreement and all supplementary agreements as named in Article 1.6, in particular with regard to conflicts of interest, confidentiality, the processing of personal data and the documentation requirement;

3. to observe any legal obligation that is incumbent on the Parties, either jointly or individually.

Article 4/Obligations of the Project Coordinator and Partners

4.1 Obligations of the Project Coordinator

The Project Coordinator shall:

1. take all the steps necessary to prepare for, perform and correctly manage the activities of the project set out in this contract 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 Project Coordinator. It shall coordinate the compilation of the required documentation and shall be responsible, vis-à-vis the NA, for ensuring that all required documents and reports are provided to the NA in a timely manner.
2. notify and provide the Partner with any amendment made to the Agreement n° 2017-1-PL01-KA204-038686 concluded with the National Agency;
3. 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;
4. comply with all the provisions of Agreement n° 2017-1-PL01-KA204-038686 binding the Project Coordinator to the National Agency.
5. forward all payments destined for the Partner under the Grant Agreement to the Partner without unjustified delay.
6. provide translation of all important documents and communication between the Project Coordinator and the NA into English and guarantee, that translation is precise and as close to original as possible
7. Monitoring and coordination of overall workflow and of content development
8. Organise, moderate and prepare the documentation of partner meetings (Preparation of agenda, participants lists, templates for certificates, meeting minutes)
9. Prepare the reports for NA, collecting financial documents of partners.
10. act as a coordinating organization. Performing the aforementioned function, it manages the following tasks:
 - a) Representation of the Project's interests in relations with the NA and third parties,
 - b) Arrangements with the NA concerning the Project and the Grant Agreement, including amendments to the Grant Agreement,
 - c) Submitting reports and documents with the NA, issuance of applications for pay-out of funds and making payments with NA.
11. be responsible for tasks connected with implementation of the Project as set in the Grant Agreement and in the description of the Project Coordinator's role in the Project.
12. be responsible for tasks connected with implementation of the Project as set in the Grant Agreement, the Grant Application and in the description of the role of the Partner in the Project as described in the Annex 3 to this Agreement.
13. The Project Coordinator shall coordinate the Project and partnership issues and be responsible for ongoing management of the Project, and in particular for:
 - a) Planning of the Project (content, duration, costs) and supervision over actions undertaken within the Project and its results (scope, quality, duration, costs),
 - b) Steering communication within Project partnership,
 - c) Fund management,
 - d) Control of Project areas (factual and financial reports) of the partners and preparation of joint Project reports.
14. Upon the start of the Project, the Project Coordinator shall nominate at least two contact persons and a managing person who will be in charge of supervision over completion of the Project Coordinator's works.
15. The Project Coordinator shall be independently responsible for the personnel delegated to implement the Project in their respective task areas. They shall make sure that skilled personnel are provided for all the tasks. In the absence of person pointed as a responsible for the task or the implementation of the Project, e.g. due to leaves or sickness, they shall provide proper substitutions on an ongoing basis.

If the Project Coordinator has further obligations, tasks and responsibilities toward the Partner, these will be summarized in Annex 3.

Article 4.2 Obligations of the Partner

The Partner shall:

1. take all the steps necessary to prepare for, perform and correctly manage the project activities set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement n° 2017-1-PL01-KA204-038686 concluded between the National Agency and the Project Coordinator;
2. take all steps necessary to carry out all necessary responsibilities and activities defined in (Annex 3) of this Agreement.
3. undertake to inform the Project Coordinator immediately of any change that he is aware of which could affect or delay the execution of the project.
4. undertake to inform the Project Coordinator immediately of any change in his legal, financial, professional or organisational circumstances, and of any change in his proprietorship, name or address, or in his legal representation.
5. comply with all the provisions of Agreement n° 2017-1-PL01-KA204-038686 binding the Project Coordinator to the National Agency;
6. undertake on request to immediately send the Project Coordinator any information and documentation required to manage and execute the Project, including the required reports. The Partner shall in particular undertake to send the Project Coordinator the data, documents and reports listed in (Annex 1) on the dates specified in the aforementioned Appendix.
7. accept responsibility for all information communicated to the Project Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
8. define in conjunction with the Project Coordinator the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.
9. shall undertake to preserve on digital data storage media any original documents, in particular accounting and tax documents, for at least five years, or for as long as is otherwise required, after payment of the last amount under the Grant Agreement.
10. The Project Coordinator shall have the right to return to the Partner the results obtained by the Project Partner for it to introduce amendments, if, should the amendments not be introduced, the results might be questioned by the NA. In particular, the Project Partner shall be responsible for the correctness of translations (into English) of materials and documents needed for documentation provided to the Project Coordinator.
11. Upon the start of the Project, the Project Partner shall nominate a contact person and a managing person who will be in charge of supervision over completion of the Partner's works. The nominated persons must be announced in written form to the Project Coordinator. Changes of those persons must also be notified in written form in due time.
12. The Project Partner shall be independently responsible for the personnel delegated to implement the Project in their respective task areas. They shall make sure that skilled personnel are provided for all the tasks. In the absence of person pointed as a responsible for the task or the implementation of the Project, e.g. due to leaves or sickness, they shall provide proper substitutions on an ongoing basis.

Article 5/ Delegation of tasks

1. The Partner may delegate some of his tasks to third parties, if this is provided for by the Grant Agreement or necessary due to cost category in Exceptional Costs. Before delegating any task of his to a third party, that is not already foreseen in the Grant Agreement and in the cost category in Exceptional Costs, the Partner shall in each case notify the Project Coordinator in writing thereof. The Project Coordinator may give its consent to the delegation of tasks within ten days of notification by the Partner. If no consent has been given within the aforementioned period of time, consent shall be considered to have been refused.

2. The delegation of tasks, that are not already foreseen in the Grant Agreement and in the cost category in Exceptional Costs, to third parties may lead to changes in the Partner's budget. Whenever tasks are delegated, the budget shall be adjusted to the altered circumstances, and the Project Coordinator shall notify the Partner in writing thereof.
3. In the event of the delegation of tasks to third parties, the Partner shall ensure that no legal or factual reasons form an obstacle to delegation. The Partner shall in particular ensure that no third-party rights are infringed, and that all rights to third-party work results are assigned to the Partner. The Partner shall ensure that, by delegating tasks, he is not prevented from fulfilling the present Agreement or the Grant Agreement. The Partner shall be responsible for verifying whether the person he has commissioned is suited to fulfilling the tasks assigned, and he shall ensure that third parties also meet the obligations under the Grant Agreement and the Content Licence Agreement (confidentiality, processing of personal data, documentation requirement, prevention of conflicts of interest, etc.).

Article 6/Reporting obligations

1. Reports, dates, reporting periods and documents to be submitted are defined in Annex 1 in detail.
2. The Project Partner shall provide the Project Coordinator with all information, documents connected with the Project and other documents necessary to manage the Project and for reporting purposes in their entirety and by the provided deadline. Forms provided by the Project Coordinator must be used for that purpose.
3. The Partner shall provide the **Coordinator** with any information and documents required for the preparation of the final report and, where appropriate, with certified copies of all the necessary supporting documents covering the whole duration of the project *completed and signed by the legal representative by 31.10.2020*.
4. Project Partner shall prepare two internal reports, one by 01.06.2018 (reporting period 01.09.2017-31.05.2018) and second one by 01.03.2019 (reporting period 01.09.2017-28.02.2019) on the status of implementation in which it shall present the status of implementation of each action as at a given day in an understandable manner with the documents confirming the use of funds. All necessary documents shall be translated into English, (protocols, lists of participants, bills etc.) and must be attached to the reports. The internal reports must be provided to the Project Coordinator
5. Periodical reports and the final report must be prepared for the needs of the NA as the donator. The reports shall consist of a descriptive report and a financial report. The Project Coordinator shall prepare reports for the donator. The Project Partner shall provide all materials concerning its scope of tasks for that purpose. The reports shall be the confirmation of implementation of tasks covered by the Project.
6. The Project Partner shall provide reports covering its scope of tasks to the Project Coordinator by the deadlines indicated in Annex 1
7. Should the Partner fail to submit a report that is due, or any other financial or administrative document in connection with the Project and the Grant Agreement, the Coordinator shall send the Partner a written reminder after the time limit has expired.
8. Will the Project Coordinator find items missing from the submitted documentation, the Partner shall supplement them within 7 days from being requested to do so. If the NA demands further documents which are in the scope of the Project Partner's responsibilities, having been properly requested to do so by the Project Coordinator, the Project Partner shall submit them by the set deadline.
9. The language of the Project shall be English. Communication language inside the partnership might be Polish or English. Reporting addressed to the NA, for which Project Coordinator is responsible, shall be Polish. Documents connected with the Project shall be made in language versions stipulated in the Grant Agreement.
10. Any communication relating to this Agreement or its performance shall be in writing. The written form requirement within the meaning of this Agreement shall also apply to the electronic form (e.g. e-mails).

Article 7/Informing and document storage obligations

1. The Parties shall immediately notify one another about any and all developments concerning their participation in the Project. In particular, the above applies to events whose consequences affect or might affect the participation of other partnership members or have or can have a negative influence on

the performance of this Agreement. In particular, the Project Partner shall immediately inform the Project Coordinator in written form, about not having used the budget or the need to change the purpose of a proportional part of the budget and any delays which affect performance of tasks under the Project.

2. The Project Partner shall keep the originals of all documents connected with the Project as well as other documents (in particular accounting and tax documents) which are necessary to confirm performance of its tasks under the Project and provide them to controlling authorities upon demand. The documents must be stored after the end of the Project for five years, starting from the NA's final payment or the Partners' return of the amount due to the NA, if national regulations do not require a longer storage period. In the case of pending controls, appellate proceedings and disputes or proceedings concerning claims sought in connection with granted financing, the documents must be stored also after that period until the end of the aforementioned processes.
3. In the case of financial and/or operational controls by representatives of the European Commission, the NA and other authorized persons, the Project Partner shall make all necessary information and documents available by the set date. Should the need arise, authorized persons and the Project Coordinator must also be quickly provided with access to documents connected with the Project in the Project Partner's facilities, upon prior arrangements.
4. The Parties shall guarantee comprehensive compliance with guidelines included in the Grant Agreement.

Article 8/Confidentiality

1. The parties shall keep confidential the Grant Agreement with all its annexes, the Grant Application with all its annexes, this Agreement with all its annexes and internal documents connected with the Project (employment contracts, agreements with third parties, etc.) and use the information and documents provided to them solely for the purpose of performing their Project tasks.
2. The parties shall guarantee comprehensive compliance with guidelines included in the Grant Agreement, concerning confidentiality and personal data processing.
3. The parties shall impose the same confidentiality obligation upon all persons cooperating with them on the performance of Project tasks and/or having access to information subject to the confidentiality clause.

Article 9/Public relations

1. In the case of all publications or other media information connected to the Project, the parties shall comply with the European Union guidelines on visibility, with a special emphasis on Article I.12 of the Grant Agreement.
2. In order to keep a uniform manner of external presentations, entities which participate in the partnership shall agree on a uniform overall image of the Project within public relations. The above shall apply to the logo of the Project, a joint manner of presenting the Project, the Project's website as well as guidelines on design for publication.
3. The Parties shall ensure compliance with the European Commission's and the NA's guidelines on visibility and joint guidelines concerning design for all publications made under the Project (the above shall also apply to publications prepared by subcontractors). In order to ensure compliance with conditions on the use of financing, all publications made under the Project shall be agreed with and consented to by the Project Coordinator beforehand.

Article 10/Financing

1. The Grant Agreement provides for a budget of maximum EUR 317 615,00 for implementation of the Project. The proportional part of the budget attributed to the Project Partner has been presented in Annex 4 "Partner's budget". The final amount of subsidy from the NA shall be determined by it after evaluation of the results of the Project and acceptance of the final report by the NA.
2. The subsidy from the NA shall be granted for a specific purpose. Eligible costs include solely the costs incurred under the budget items accepted by the NA. In particular, the Project Partner shall be responsible for the correctness of financial settlements within the scope of actions attributed to it.
3. In connection with flat-rate financing, the calculated participation amounts within a given cost category need to meet the following conditions:
 - they need to be actually used or disclosed in the period set forth in the Grant Agreement,
 - they need to be necessary for the performance of the Project or need to be generated by it,
 - the calculated amounts of flat-rate shares within a given cost category need to be identifiable and verifiable, in particular they need to be supported by proper records, i.e. records in a bookkeeping system and the source documentation.

- In budget items “Project Management and Implementation”, “Transnational Project Meetings”, “Intellectual Outputs” and “Multiplier Events”, NA grants flat-rate subsidies according to unit costs. In budget item “Exceptional Costs” the NA’s grant covers 75% of actual costs.
 - Budget transfers are possible only when compliant with proper regulations of the NA (see Article I.3.3 of the Grant Agreement). For that reason, any and all applications concerning planned budget transfers need to be submitted in advance in due time in writing to the Project Coordinator and need to be accepted by it. Claims for changes can not be guaranteed, but the Coordinator shall ensure to satisfy all interests within the consortium.
4. Assignment of rights - transfer of payment rights onto third parties is not possible.

Article 10.1/ Terms of payment

1. The entire Project budget shall be managed by the Project Coordinator. The pay-out of the proportional part of the subsidy from the NA to the Project Partner shall be made in the form of pre-financing and reimbursement of expenses incurred during implementation of the Project (refund). (see Annex 2)
2. In the case of a refund, requests for pay-outs must be accompanied by a proper document confirming the use of the funds (together with a list of expenses incurred, grouped according to budget lines). The form required by the Project Coordinator shall be used to confirm the use of funds.
3. Proper bills must accompany each document confirming the use of funds. In the case of bills in a foreign language, an explanation in English must be attached. In particular, the following must be submitted:
 - a) in the case of Intellectual Outputs: labour contracts with the personnel hired as well as details concerning served days on timesheets, documents related to the intellectual output;
 - b) in relation to Transnational Project Meetings: a document confirming the travel (a rail ticket or an air ticket/boarding pass; hotel bill), formal relation to the organization to be proved (e.g. labour contract); Detailed Programme of the event, Certificate of the attendance and Meeting minutes are prepared by Project Coordinator.
 - c) in the case of Multiplier Events: a list of participants including the surname, e-mail address, name and address of delegating institution and signature of each participant, detailed programme, photos etc.
 - d) in the case of purchases: receipts or invoices;
 - e) in the case of suborders: suborders are not allowed;
 - f) in the case of Project Management and Implementation: description of activities and outputs, contracts, timesheets;
 - g) in the case of Exceptional Costs: Invoices, proof of bank transfer
4. The goods and services tax shall be an eligible cost only when is it not deductible in accordance with applicable national regulations on the goods and services tax. If the Project Partner seeks reimbursement of the costs of purchases or sub commissioning of works together with the goods and services tax, submitted must be a document (issued by a tax authority or other competent authorities, or by the chief accountant or another authorized person holding proper authorizations (e.g. chartered accountant) confirming that a return of the goods and services tax cannot be demanded. If the charged goods and services tax can be deducted under law, the goods and services tax cannot be cleared.
5. The pay-outs to the Project Partner shall be made after meeting the condition precedent, i.e. full submission of all documents confirming the Project Partner’s correct implementation of tasks under the Project, performance of remaining obligations hereunder and the fact that the subsidy (tranche) was actually credited to the Project Coordinator’s bank account. During implementation of the Project, reimbursement of expenses to the Project Partner shall be made up to 80% of the proportional part (for the partner) of the subsidy granted by the NA. The balance of the amount shall be paid out upon acceptance of the final report by the NA and after the last tranche is credited to the Project Coordinator’s bank account. If the NA lowers the grant due to poor quality, partial or untimely implementation of the Project, the funds allocated to the Project Partner shall be reduced, if the lowering of the grant applies to the proportional part of the budget attributed to the Project Partner.
6. Pay-outs to the Project Partner shall be made only to the bank account indicated in Article 10.6. Pay-outs from the Project Coordinator to the Project Partner shall be made only in the EUR. Conditions of conversion set forth by the NA (see Article I.4.10 of the Grant Agreement) shall apply to expenses incurred in other currencies. Partner shall convert all the costs/expenditures into EUR currency using daily currency of the day when the cost came into being due to valid exchange rate on the webpage www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html.

Article 10.2/Co-financing

The Partner's compulsory financial contribution to the project amounts to 0,00 EUR.

Article 10.3/Exchange of services, subject to VAT

The grant serves as financial support for the Partner and is subject of common interest and not a counter value for a taxable benefit of the recipient of payment to the donor of payment. A VAT fee is therefore not applicable in this case.

Article 10.4/ Joint Account

1. The Parties agree to leave on the Coordinator's account 13% of each Party's own budget, as provided for in Annex 2, in order to cover the joint and organisational expenses of the Project (hereinafter called "the Joint Account").
2. If possible, the Coordinator shall manage the Joint Account according to the provisional statement of expenditure. The provisional statement of expenditure shall be prepared by the Coordinator before establishment of the Joint Account; it shall be adjusted regularly according to requirements and shall be agreed with the partners. The amount to cover costs as foreseen to be paid from the Joint account (see in Annex 2), will be transferred to Partner with next the payment made from the Coordinator to Partner. If, after the project has ended, the funds on the Joint Account have not been fully spent, the Coordinator shall refund the surplus to the Partner in accordance with his budget.

Article 10.5/Payments

1. The Coordinator commits himself to carry 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. Individual budget and payment modalities is defined in Annex 2.

The final payment will be provided after the end of action.

The Coordinator may decide to delay or hold payment to the partner in case that partner did not fulfil conditions specified in this agreement or if the actions were not carried out in requested quality and within estimated costs.

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.
3. Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the ERASMUS+ financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the Coordinator.
4. The final payment 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.

Article 10.6/Partner's Bank account

Name of the partner: *Ostravská univerzita, Dvořákova 7, 701 03 Ostrava, CZ – Česká republika, IČ: 61988987, DIČ: CZ61988987*

Bank: *Česká národní banka (ČNB), pobočka Ostrava, Nádražní 4, 701 01 Ostrava 1*

Bank account number: *931761/0710*

IBAN: *CZ65 0710 0000 0000 0093 1761*

SWIFT code: *CNBACZPP*

Article 11/ Responsibility

1. If the NA requires the Project Coordinator to return the funds due to the Project Partner's failure to implement the tasks in compliance with the agreement, it will exempt the Project Coordinator from the duty to make the return. If several partners are co-responsible for the necessity of returning the funds, they will be held accountable according to the degree of their respective faults. If it is not possible to determine the degree of fault, the partners will be held accountable according to their shares in the entire budget. The same applies to any delay interest sought by the NA.
2. The Project Coordinator shall have the right to control the correctness of the use of funds regardless of the NA's demand to return the funds, also after the end of the Project. If such a control of documents confirming the use of the funds reveals that the Project Partner or Project Coordinator used the funds against the purpose of the grant, it will have to return such funds.
3. If damages are sought from the Project Coordinator and the Partner is to blame for that, it shall release the Project Coordinator from any and all claims sought from it by third parties. If employees of several partners or Project Coordinator are co-responsible for the loss, they will be held accountable according to the degree of their respective faults. If it is not possible to determine the degree of fault, all entities in the partnership will be held accountable according to their shares in the entire budget.

Article 12/ Monitoring and supervision

1. The Partner shall provide without delay the Coordinator with any information that the latter may request from him concerning the carrying out of the project activities covered by this contract.
2. The Partner shall make available to the Coordinator any document making it possible to check that the aforementioned project activity is being or has been carried out.

Article 13/ Liability

1. Each contracting 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.
2. The Partner shall protect the National Agency, 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 contract, to the extent that these damages are not due to the serious or intentional negligence of the National Agency, the Coordinator or their personnel.
3. The law applicable to this contract shall be the law of Republic of Poland.

Article 13.1/Adjustment of the Partnership Agreement

1. If for the entire Project to be successful, there is the need to undertake extra activities which have not been listed in the description of the Project, those activities shall be jointly undertaken by entities which participate in the Project partnership, according to the share of given partners in the entire budget.
2. If substantial changes are introduced to documents which are the basis for this Agreement, the Parties shall immediately start negotiations in order to adjust the Agreement accordingly to the documents which are its basis.

Article 13.2/Settlement of disputes/court competence

1. The Parties shall do their best to mitigate any possible disputes and conflicts arising from the cooperation stipulated herein first and foremost among themselves. The Parties agree that no risk to the NA's financing can arise under any circumstances.
2. The Polish law shall apply to all disputes stemming herefrom. The court having material and territorial jurisdiction over the registered office of the Project Coordinator shall be the court of competence for solving disputes.

Article 14/Termination of the Agreement

1. The Coordinator may terminate the 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. The termination period is

one month and begins on the first day of the month following the delivery of termination notice to the partner.

2. The Partner shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 15/ Validity, dissolution

1. The Agreement shall take effect upon being signed by the Parties.
2. The Agreement shall expire regardless of outstanding obligations which remain in effect due to its implementation and completion in the following cases:
 - a) the Project is ended, all obligations stemming from the Grant Agreement are met and the NA accepts the final report,
 - b) the NA withdraws its pledges or
 - c) the Project Partner and the Project Coordinator jointly decide to terminate the Agreement.

Article 16/ Final provisions

1. Any and all amendments and supplementations to this Agreement as well as its annulment shall be in writing under pain of being null and void. The above shall also apply to repealing the written form requirement.
2. If separate provisions of this Agreement are or turn out to be invalid, it shall not invalidate the remaining provisions. Every invalid provision shall be replaced by a proper regulation which shall correspond to the purpose of the invalid provision as best as possible.
3. This Agreement comes into effect as of the day following the day of signed by all parties.
4. This Agreement is drawn in two originals in English language, both versions are identical, from which 1 original belong to the Coordinator and 1 original to the partner.

Annexes

1. Reports and dates
2. Partner's Budget
3. Partner's Tasks
4. Project budget
5. Project application form
6. General Agreement between Coordinator and National Agency

For the Coordinator,

For the Partner,

Associate Professor
Robert Stawarz, Ph.D.
Vice-Rector for Development.

prof. MUDr. Jan Lata, CSc.
Rector of University of Ostrava

Place: Kraków

Place: Ostrava

Date:

Date:

Annex 1

Reports and Dates

The Coordinating Entity will inform the Partner in time concerning necessary administrative and financial documents, that are needed for the internal, interim and final reports.

I. Internal reports 1 and 2 to Project Coordinator:

1. Progress Internal Report for the NA (due on 30.06.2018)

To be submitted on schedule at Project Coordinator until: 01.06.2018

Reporting Period: 01.09.2017 – 31.05.2018

Documents to submit: travel documents, time sheets, list of the Partner's activities and work on "Intellectual Outputs", report of the Partner's dissemination activities, work contracts

2. Periodical Report for the NA (due on 30.03.2019)

To be submitted on schedule at Project Coordinator until: 01.03.2019

Reporting Period: 01.09.2017 – 28.02.2019

Documents to submit: travel documents, time sheets, list of the Partner's activities and work on "Intellectual Outputs", report of the Partner's dissemination activities, work contracts

II. Final Report for the NA (due on 31.10.2020)

To be submitted on schedule at Project Coordinator until: 30.09.2020

Period: 01.09.2017 - 31.08.2020

Documents to submit: travel documents, time sheets, list of the Partner's activities and work on "Intellectual Outputs", report of the Partner's dissemination activities, report on multiplier events, work contracts

Annex 2

Partner's Budget

All costs in EUR

Table 1: Summary

Partner	P3 – Ostravská univerzita (Czech Republic) – PIC: 998738870
Budget as in Grant Application	43965 EUR
13% of the total budget without exceptional costs	5715.45 EUR
Final budget to be paid to partner (-13%)	38249.55 EUR

Table 2: Intellectual Outputs

Category	No. of working days	Grant per day	Total
Manager	0	164	0
Teacher/Trainer/Researcher	195	137	26715
Technics	0	102	0
Administrative staff	0	78	0
Total	195		26715

Table 3: Transnational Project Meetings

Distance	No. of meetings	No. of participants	Grant per participant	Total
100-1999 km	5	10	575	5750
> 2000 km	0	0	760	0
Total	5	10		5750

Table 4: Management and implementation

Period (months)	Grant per month	Total
36	250	9000

Table 5: Multiplier events

No. of local participants	Grant per local participant	Total
25	100	2500

Table 6: Exceptional costs

Description	Total costs (100%)	Granted costs (75%)
-	0	0
	Total	0

Table 7: Payment modalities

	1. Payment*	2. Payment**	3. Payment***	Total
	40%	40%	20%	100%
Total	17586	17586	8793	43965
Joint Account (13%)	2286.18	2286.18	1143.09	5715.45
Final budget	15299.82	15299.82	7649.91	38249.55

***1st Payment**

Will be transferred to the Partner not later than 30 days after the contract documents will be signed by all Partners involved and/or the Project Coordinator received the first payment from the NA.

****2nd Payment**

Will be transferred to the Partner not later than 30 days after the interim report was reviewed by the NA and the Project Coordinator received the second payment from the NA.

*****3rd Payment**

Will be transferred to the Partner not later than 30 days after the final report was reviewed by the NA and the Coordinating Entity received the final payment from the NA. The final payment as mentioned in Article 10.1.3 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.

Table 8: Joint Account

13% of each Party's own budget without exceptional costs are collected in a Joint Account, which the Coordinating Entity will manage. This financial resource is used in order to cover joint and organizational expenses of the Project.

Description of planned expenses ¹	Estimated cost	
Payment of the Project's external evaluator (Maja Tišljar)	29811	EUR
Balance of remaining 25% of the exceptional costs	6500	EUR
Production of dissemination materials and other dissemination activities (attention at fairs, conferences)	2443.95	EUR
Total	38754.95	EUR

¹ The costs for external evaluator are fixed and balance of exceptional cost are expected costs. Costs for production of dissemination materials (materials, that cannot be covered by other cost categories) are estimated costs, that might be altered and adjusted based on preferences in the consortium during the process. Expenses for dissemination materials (quantity, what kind of material) will be discussed in the consortium.

Annex 3

Partner's tasks:

- Needs analysis and creation of course and grammar structure
- Creation of Polish languages courses A1, A2 (preparation of dialogues, exercises)
- Creation of grammar section
- Creation of additional materials (additional information on Polish language, cultural information, other relevant materials)
- Feedback and proof reading of materials
- Pre-testing of materials in class and adaption of tested materials
- Translation of whole content for website and dictionaries into Czech
- Performing user testing of final version of website (with min. of 20 test users)
- Proof reading in own language and implementation of testing results
- Organisation of multiplier event in own country
- Preparation of internal finance reports and documents for Project coordinator
- Participation during partner meetings and organisation of partner meeting in own country

Coordinator's tasks:

- Monitoring and coordination of workflow and of content development
- Organisation, moderation and documentation of partner meetings (Preparation of agenda, participants list, templates for certificates, meeting minutes)
- Preparation of reports for national agency, collecting documents of partners
- Coordination of development of Facebook content

Annex 4

Project budget

Annex 5

Project application form

Annex 6

General Agreement between Coordinator and National Agency