



PARTNERSHIP AGREEMENT

RELATING TO ERASMUS + STRATEGIC PARTNERSHIP

Under the programme of the Union for Education, Training, Youth and Sport

AGREEMENT No: 2018-1-CZ01-KA203-048104 – P2 [Partner 2]

Organisation: University of South Bohemia in České Budějovice
Address: Branišovská 1645 / 31a, 370 05 České Budějovice
Part: Faculty of Theology
Contact address: Kněžská 8, 370 01 České Budějovice
IČ/ DIČ: 60076658 / CZ60076658
Established under Act. No. 111/1998 Coll., on Higher Education, it is not registered in the RO
(Registration Office)
represented by: doc. Tomáš Machula, Ph.D., Th.D.
Function: Rector

(hereinafter referred to as the “Recipient” on one side represented by the Rector for the purpose of signing this Agreement)

Organisation: GAL FERENC COLLEGE
Address: Dom Ter 6, - 6720, Szeged – HUNGARY
Part: Faculty of Theology
Contact address: Dom Ter 6, - 6720, Szeged – HUNGARY
IČ/ DIČ: 0000120112021 / HU18467303
Represented by: Dr. Gábor Kozma
Function: Rector

(hereinafter referred to as the “Partner” represented by Dr. Gábor Kozma for the purpose of signing this Agreement)

both referred to as “Agreement Parties”, agreed within the programme of Erasmus +, Key Action 2: Strategic Partnerships, hereinafter referred to as “Project” to implement a project entitled Spirituality and Social Ethics in Social Work.

Article I – Subject of the Agreement

1. Having regard to the provisions of Regulation (EU) No 1288/2013 of the European Parliament and of the Council of 11th December 2013 establishing the “Erasmus +” Programme in the field of education, training, youth and sport, the Recipient and the Partner have agreed on the implementation of a project covered by Agreement No. 2018-1-CZ01-KA203-048104, concluded between the Recipient and the National Agency in accordance with the special conditions, the General Terms and Conditions, the financial and contractual rules and Annexes of this Agreement, which form an integral part of this Agreement, and each Party declares that it has read and approved it.
2. This Agreement governs relations between the Parties and their respective rights and obligations regarding their participation in Project No. 2018-1-CZ01-KA203-048104 under the Agreement between the National Agency and the Beneficiary.
3. The total amount of the project grant awarded for the duration of the contracts referred to in Agreement No 2018-1-CZ01-KA203-048104 is EUR 189,695.
4. The final financial contribution will depend on the evaluation of the quality of the project results No. 2018-1-CZ01-KA203-048104 according to the Financial and Contractual Rules, which are Annex III to Agreement No. 2018-1-CZ01-KA203-048104, but under no circumstances should this lead to profit during the Project implementation.
5. By signing this Agreement, the Recipient and the Partner agree to implement the Project under their responsibility.

Article II – Agreement period

1. The duration of the project is 24 months. It starts on 31st December 2018 and ends on 30th December 2020.
2. This Agreement shall enter into force on the date on which it is signed by the latter of the two Parties and end five years after the date of payment of the balance by the Recipient to the Partner.
3. The eligibility period for costs shall begin on 31st December 2018 and end on 30th December 2020.

Article III – Obligations of the Beneficiary

1. The Recipient undertakes:
 - a) to take all necessary steps to prepare, implement and properly 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;
 - b) to send a copy of the various reports and any other official document relating to the project to the Partner;

- c) to notify and provide the Partner with any amendments to Agreement No 2015-1-CZ01-KA203-048104 concluded with the National Agency;
- d) to define, together with the Partner, the role and rights and obligations of both Parties, including those relating to the assignment of intellectual property rights;
- e) to comply with all provisions of Agreement No 2018-1-CZ01-KA203-048104 entered into by the Recipient with the National Agency.

Article IV – Duties of the Partner

- 1. The Partner undertakes:
 - a) to take all necessary steps to prepare, implement and properly manage the project in accordance with the objectives of the Project, as defined in Agreement No. 2018-1-CZ01-KA203-048104 concluded between the National Agency and the Beneficiary;
 - b) to comply with all provisions of Agreement No. 2015-1-CZ01-KA203-048104 that the Recipient concluded with the National Agency;
 - c) to provide the Recipient with any information or document required by the Recipient for the management of the project;
 - d) to take responsibility for any information communicated to the Beneficiary, including details of the costs claimed or irregular expenditures;
 - e) to define, together with the Beneficiary, the role and rights and obligations of both Parties, including those relating to the assignment of intellectual property rights.

Article V – Financing

- 1. The total amount of funds to be made available to the Partner by the Recipient under the agreement concluded with the National Agency for the duration of the project, see Article II of this Agreement, is EUR 17.550.
- 2. The grant shall take the form of unit contributions and reimbursement of the eligible costs actually incurred, in accordance with the following provisions:
 - a) the eligible costs are defined in Article II.19 of the General Conditions of Agreement No 2018-1-CZ01-KA203-048104;
 - b) the financial rules set out in Annex III to Agreement No 2018-1-CZ01-KA203-048104;
 - c) the estimated budget of the Partners listed in Annex I to this Agreement.

Article VI – Budget transfers

1. Without prejudice to Article II.22 of the General Conditions of Agreement 2018-1-CZ01-KA203-048104 and provided that the project is implemented as described in Annex II, the Contracting Parties may adjust the estimated budget established in the project, by transfers between different budget categories, without this amendment being regarded as an amendment to the Agreement within the meaning of Article II.13 of the General Conditions, subject to the following rules:
 - a) Parties shall be permitted to transfer up to 20% of the funds earmarked for each of the following budget categories: project management and organisation, international project meetings, payroll labour costs, dissemination organisation, international training activities, and extra costs; this transfer to any other budget category can take place with the exception of two of the budget categories: project management and organisation, and extra costs.
 - b) No budget transfer may cause an increase of more than 20% in the amount allocated to the receiving budget category under Annex I to this Agreement.

Article VII - Payments (in EUR)

1. The Recipient undertakes to make payments concerning the subject of this agreement to the Partner according to the performance of the tasks and according to the following timetable:
 - a) The first payment shall be made within 60 calendar days of the signature of this Agreement, corresponding to 80% of the maximum amount of the estimated amount referred to in Article V of this Agreement. The Recipient will transfer the funds to the bank account specified in Article VIII of this Agreement. This percentage corresponds to the advances made by the National Agency to the main Beneficiary, which are listed in the Agreement between the main Recipient of the project and the National Agency.
 - b) The final payment of EUR 3.510 shall be transferred within 30 calendar days of receipt of the final payment from the National Agency, provided that the National Agency has approved the full amount of the final payment.
2. Payment of the travel expenses of the employees of the Partner and other persons participating in international meetings and international training activities during the implementation of the project will be funded according to Paragraph 1 of this article. The Partner undertakes to provide certified copies of the boarding passes and other travel documents. The amounts to be disbursed shall be determined according to the unit costs determined by the EU and the allocation rules.
3. Accommodation and catering for the Partner's staff and other persons attending the meeting will be provided by the host university which organises the meeting.
4. All payments shall be considered as advances until explicit approval of the final report, the relevant cost statement and the quality statement of the project results by the National Agency.

5. The final payment mentioned in paragraph 1 (b) of this Article represents the payment of the amount necessary to balance revenues and expenditures.

Article VIII - Partner's bank account

Bank:	OTP Bank Nyrt. D-Alföldi Régió
Bank address:	6720 Szeged, Takaréktár 7.
Account holder:	Gál Ferenc Főiskola
Account number:	
IBAN Code:	
BIC:	OTPVHUHB

Article IX – Reports

1. The Partner shall provide the Recipient with all the information and documents necessary for the preparation of the interim/partial project implementation report concerning the reporting period from the start of the project's implementation under Article II of this Agreement, in particular the contracts and worksheets of the involved Party, with copies of all necessary supporting documents filled in and signed by the authorised representative.
2. The Partner shall provide the Recipient with all the information and documents necessary for the preparation of the Final Project Implementation Report concerning the reporting period, in particular the contracts and worksheets of the Participant and, where appropriate, copies of all necessary supporting documents completed and signed by the authorised representative. The required information and documentation within the project will be provided in English.

Article X - Monitoring and supervision

1. The Partner shall promptly provide the Recipient with any information that may be requested by the Recipient to check whether the Project is implemented by the Partner as agreed.
2. The Partner shall provide the Recipient with any documents enabling them to check whether the project is being carried out or was executed properly.

Article XI – Responsibility

1. The parties are obliged to act in the performance of this Agreement so as not to cause damage to the other Party, the National Agency or any third Party. If one of the contracting Parties (or its employees) causes damage to the other contracting Party (or its employees), it will be obliged to compensate the damages in full.
2. The Partner shall protect the National Agency, the Recipient and its staff from any action for damages suffered by a third party, including project staff, as a result of the performance of this Agreement, unless such damage is caused by intentional negligence of the National Agency, the Recipient or their staff.

Article XII - Final Provisions

1. The Recipient may terminate this Agreement if the Partner has failed to fulfil any of the agreed obligations, unless it is due to force majeure, and the Partner has not remedied this within 1 month of written notice from the Beneficiary.
2. The Partner shall promptly inform the Recipient about and provide all relevant information on any event that might jeopardise the performance of this Agreement.
3. The Agreement is drawn up in Czech and English in two copies, one of which will be received by each of the contracting Parties. The Agreement is not dependent on another contract and is concluded at the time of its signature by the latter Party.
4. Relations between the Parties arising from the agreement and not regulated by the Agreement shall be governed by the law of the Czech Republic. The Czech version of this Agreement shall prevail.
5. This Agreement may be altered and the relationship arising from it may be terminated only formally in writing or through communication delivered to the Data Box; any other form is excluded unless otherwise agreed in this Agreement.
6. If a dispute arises between the Parties regarding the manner in which a provision of the Agreement is interpreted or how it is implemented, the Parties shall find a consensus on the controversial issues, on the basis of which a solution is chosen which corresponds to the purpose pursued by this Agreement.
7. The Agreement is subject to publication under Act No. 340/2015 Coll. On the Register of Contracts. The publication of the agreement will be ensured by the Beneficiary.
8. The Parties declare that they have read the Agreement thoroughly, agree with its content, and are aware of their obligations under this Agreement. They further declare that this Agreement captures their true, free, and serious will, that it was not concluded in distress or under noticeably disadvantageous conditions and that they add their signatures in evidence.

Article XIII - Jurisdiction Clause

1. The law applicable to this Agreement is the law of the Czech Republic.
2. In the event of an amicable settlement not taking place, the courts of the Czech Republic shall have exclusive jurisdiction to hear any dispute between the contracting Parties in connection with this Agreement.

Article XIV - Intellectual property rights

1. Without prejudice to Article II.9 on the General Terms and Conditions, the Recipient will grant the Partner the right to use the Project's results free of charge, provided that it does not violate its confidentiality or existing industrial and intellectual property rights.

Article XV - Amendments or additions to the Agreement

1. Amendments to this Agreement shall be made only by an additional agreement signed on behalf of each Party by the signatories to this Agreement.

Annexes:

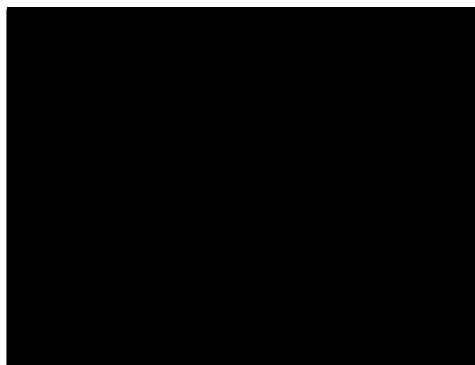
Annex I Estimated budget of the Partner

Annex II Project tasks and responsibilities of the Partner

Annex III General Conditions of Agreement No. 2018-1-CZ01-KA203-048104

For Recipient

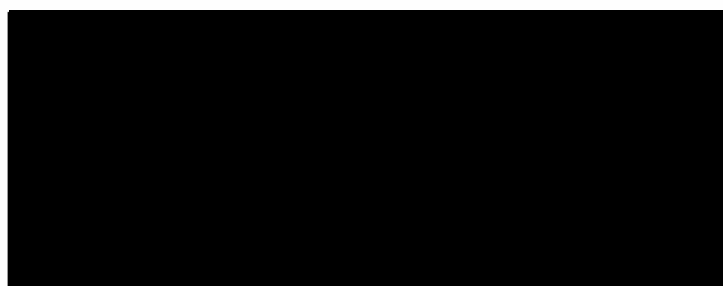
Legal Counsel



23 -05- 2019

For Partner

Legal Counsel



Dr. Gábor Kozma

15/04/2019

In České Budějovice, Czech Republic, in two copies.