

PARTNER AGREEMENT

Zdeněk Hazdra

representing,

The Institute for the Study of Totalitarian Regimes
nám. Winstona Churchilla 1800/2
130 00 Praha 3
Czech republic
Registration No 75112779

hereinafter referred to as "partner organisation"

AND

Steven Stegers

representing,

EUROCLIO
Association
Riouwstraat 139
2585 HP, The Hague
The Netherlands
Registration No 27263208

hereinafter referred to as "coordinator"

for the purposes of participating in the project "**Opening Up Historiana**" that runs from 01-10-2018 until 31-03-2020 under the Connecting Europe Facility, agreement number: INEA/CEF/ICT/A2017/1568661 (hereinafter referred to as "the project")

Have agreed as follows

1. The coordinator has the mandate to act on behalf of the partner organisation in compliance with the grant agreement that forms an integral part of this agreement, as described in Annex A.
2. The partner organisation confirms to accept all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, acknowledge that the coordinator alone is entitled to receive funds from the National Agency and distribute the amounts corresponding to the partner's organisation participation in the project.

Entry into force and implementation period of the agreement

3. The Agreement enters into force on the date on which the last party signs it.

4. The Project runs for 18 months starting on 01-10-2018 and finishing on 31-03-2020 as specified in the Grant Agreement, Article 2.2.

Responsibilities

5. The partner organisation will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, documents or information that may be required in relation to the grant agreement. This includes keeping an hour administration for the project, specified per activity number, based on the time sheet template provided by the coordinator or the partner's own time writing system, approved by the coordinator.
6. The provisions of the grant agreement shall take precedence over any other agreement between the partner organisation and the coordinator that may have an effect on the implementation of the grant agreement, including this partnership agreement.
7. The responsibilities for the Activities and Milestones developed in this project are as follows.
 - 7.1 The partner organisation is responsible to lead:
 - Activity 3 'Development of eLearning tools' [lead partners: Stockholmskällan, Muzej Slavonije, The Institute for the Study of Totalitarian Regimes]
 - *Milestone 4: sketches of eLearning Tools ready*
 - *Milestone 5: eLearning tools integrated on the Historiana website and functional*
 - *Milestone 12: eLearning tools go live*
 - Activity 4 'Development of partner pages'.
 - *Feedback to the designs*
 - *Create exemplar educational resources on the Historiana eLearning Environment that can be used in your own educational setting, in your main language of instruction*
 - Activity 5 'Improve discoverability' [lead partners: EUROCLIO, Stockholmskällan, Muzej Slavonije, The Institute for the Study of Totalitarian Regimes]
 - *Milestone 8: data analysis*
 - *Milestone 9: Recommendations for Europeana*
 - 7.2 The partner organisation is co-responsible for the following Activities and Milestones with support from the coordinator and other partners:
 - Activity 1 'Project Management' [lead partner: EUROCLIO]
 - *Milestone 1: Consortium agreements signed*
8. The partner organisation is responsible to communicate any foreseeable risks for the implementation of the project to the coordinator as soon as possible.
9. The coordinator and the partner organisation agree to use mediation as a conflict resolution mechanism if needed. The costs for the mediator will be shared equally by both parties. Both parties can initiate a mediation procedure.

- 10. The partner organisation will fulfil all the responsibilities regarding the payment of (income) taxes and the remittance of social benefits.

Payment of funds and modalities

- 11. The total fund payable to the Partner are maximum € 53.926,78 (instalments + feedback session reimbursements).
- 12. The grant takes the form of reimbursement of 75% of the eligible costs actually incurred following article 3 of the grant agreement. This percentage is leading over the amount allocated to the partner.
- 13. The partner is responsible for **25% co-financing** of the total eligible costs allocated to that partner (€58.926,78 including human resources, travel & stay, subcontracting and administrative costs) - corresponding to €19.642,26 - in order to receive the full payable fund. In case of lower co-financing, the total payable fund to the Partner will also lower to match the 75-25 division.
- 14. The overall budget and spending of the project will be under the control of the coordinator. The coordinator will transfer the funds to the partner organisation’s account for eligible activities and shall not be unreasonably withheld. Eligible activities are those activities which fully comply with the work plan and are in accordance with the Grant Agreement and project performance.
- 15. The funds to be paid to the Partner shall be transferred into the following institutional bank account:

Name of Bank
Address of Bank
Account Number
Account Name
SWIFT Code/BIC
IBAN

- 16. The coordinator will pay the costs for Human Resources in instalments combined with the grant for Administrative costs (7% of direct costs) based on the instalment plan below. The final instalment will be paid after the project finishes, after the coordinator has received the final instalment from INEA. The partner can receive funding for Human Resources for the following Activities (including co-financing):

- Activity 1 ‘Project Management’
- Activity 3 ‘Development of eLearning tools’
- Activity 4 ‘Development of partner pages’

- Activity 5 ‘Improve discoverability’

Table 1: distribution tranches from coordinator to partner organisation (Management and Implementation and Intellectual Outputs only)

<i>Timeline for transfer of instalments</i>	<i>Actions</i>	<i>Deliverable</i>	<i>TOTAL EURO</i>
04/2019	Progress Report due to donor		
10/2019	Progress Report due to donor		
11/2019	First Instalment including subcontracting		26.963,39 EUR
04/2020	Final Report due to donor		
07/2020 ¹	Final instalment		26.963,39 EUR

Total payable to Partner instalments amounts to €33.926,78. The €20.000 (subcontracting) is payable as part of the instalment upon claim of the actual incurred costs (paragraph 18 below). The €2.000 (feedback session) will be reimbursed upon showing all necessary receipts and paperwork (paragraph 21 below).

17. The partner organisation is obliged to administer the project finances accurately, report on the state of the financial spending of the different budget categories and report on the completed work. Upon the timely receipt of the report the coordinator will check the quality of the report, the progress of the work and the eligibility of the spending. In case of satisfactory performance the coordinator will pay the next instalment. The coordinator will provide the format for the reporting based on the Mobility Tool.

- First tranche of pre-financing will be paid according to the Table 1. The coordinator will transfer the first instalment of the partner organisation’s total budget, after the signing of this Partner Agreement, provided that bank details are correctly provided by the partner organisation.
- Second tranche of pre-financing will be paid according to Table 1. The coordinator will transfer the second instalment of the partner organisation’s total budget, provided that the partner organisation provides eligible and full supporting documentation on project expenditure of at least 70% of the previous tranche.
- Balance payment: all outstanding payments to cover actual eligible expenditures that have not been received in previous tranches (see above), will be paid to the partner within 30 days after the coordinator receives the final payment from the donor, on condition that the partner organisation has provided the requested co-financing, eligible supporting documentation and submitted the financial table to the coordinator within the foreseen deadline.

18. The partner organisation can claim subcontracting costs if included in the application. Following the grant agreement, these subcontracting costs can be claimed only for subcontracting of goods and services and depreciation costs of equipment or other assets purchased. Sub-contracting of services is limited to services that cannot be provided by the

¹ This is an estimate date. The final instalment is made after the coordinator has received the final instalment from the donor.

beneficiaries for duly justified reasons. Procurement procedures need to be followed. The partner organisation will provide the coordinator with all supporting documents and receipts. The costs for subcontracting need to have been made during the eligibility period of the project and proof (proof of payment) needs to be provided for this). The following subcontracting costs can be claimed:

- *Development of 1 eBuilder Tool that should be integrated into the Historiana eLearning Environment.* Total eligible budget for this is EUR 20.000.

Meetings

19. The coordinator will be responsible for the organisation of all transnational project meetings and will cover all costs incurred for (international) travel, board and lodging during these meetings. The partner will be paid a per diem and insurance costs based on internal regulations after each meeting abroad.
20. The partner organisation will be represented during all transnational project meetings.
21. The partner organisation can organise or be represented during national Feedback Sessions, upon agreement amongst the partners during offline or online partner meetings. Costs will be reimbursed upon showing all necessary receipts and paperwork, with a maximum of 2.000 EUR.
22. The coordinator accepts no liability in case of the Partner representatives' accident during travel under this contract. The Partner falls under the Business European Travel insurance of the coordinator, when arrangements are booked by the coordinator and traveling for the project.

Accounting, Record Keeping and Reporting

23. The Partner is fully responsible for providing the correct declaration of expenses and the appropriate application of its accounting system. In more detail, the Partner shall:
 - Accept responsibility for the adequate and orderly accounting of its part of the project according to the rules and regulations of the Grant Agreement.
 - Keep and thoroughly document original invoices, debit notes, receipts, bank statements for every item of expense and these can only be financed using project funding if they are in compliance with the rules on eligibility of expenditure as stated in the Grant Agreement.
 - Be aware of the fact that the coordinator will not compensate for the ineligibility of costs caused by any violation of the Grant Agreement or this Partner Agreement, for which the Partner is responsible. Any costs which are assessed as ineligible by the donor within their final report assessment need to be reimbursed by the Partner to the coordinator, who will forward the ineligible amount to the donor.
 - Make available any documentation on project finance and activities required by the donor.
 - Keep a record of any expenditure incurred under the project and all proofs and related documents for five years after the receipt by the coordinator of the final payment of the balance by the grant as specified in Article II.27 – CHECKS, AUDITS AND EVALUATION of the Grant Agreement.

Intellectual property

24. The partner organisation follows the rules for intellectual and industrial property rights as specified in the grant agreement article 11 and Annex II, article II.8.3. In particular, any educational materials produced under the scope of the project must be made available through the Internet, free of charge and under open licenses. Unless otherwise agreed with the donor, any text published will indicate the author's name and as practise published with a CC-BY license.

Changes in the Project Partnership or termination

25. Failure by the partner organisation to perform his/her duties under this agreement (other than as a result of Force majeure) or under any amendment duly accepted by the parties in accordance with paragraphs 3-23 above and may consequently refuse to pay to the partner organisation the instalments referred to in paragraph 16.

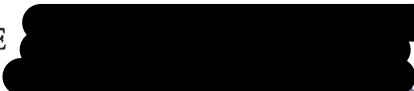
Force Majeure

26. *Force majeure*. If and to the extent that either Party (the "Affected Party") is hindered or prevented by circumstances not within its reasonable ability to control, including act of God, war, riot, civil commotion, act of terrorism, military operations, malicious damage, compliance with a law or governmental order, rule, regulation or direction, strike, lock-out or labour dispute (other than in relation to the Affected Party's own personnel), restrictions due to the spread or possible spread of disease among humans or animals, accident, breakdown of plant or machinery, fire, flood and acts or omissions of third parties for whom the Affected Party is not responsible (a "Force Majeure Event") from performing any of its obligations under this Agreement:
- the Affected Party's obligations under this Agreement are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed;
 - A formal notification is send to the coordinator who forwards this to the National Agency, without delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.
 - the Affected Party shall make all reasonable efforts to limit any damage due to force majeure, and mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement; and
 - as soon as reasonably possible after the end of the Force Majeure Event the Affected Party shall notify the Other Party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Agreement.
27. The provisions of this contract may be amended only by written agreement between the parties.

28. Nothing in this Partner Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

29. The Agreement is governed by the applicable Union law, complemented, when necessary, by the law of Belgium as stated in Annex II, article II.18.1.

SIGNATURE


Zdeněk Hazdra, Director, The Institute for the Study of Totalitarian Regimes
Partner Organisation

Steven Stegers, Acting Executive Director, EUROCLIO
Coordinating organisation

Done at

date

In duplicate in English

