



Erasmus+

PARTNERSHIP AGREEMENT

CONCERNING THE ERASMUS + STRATEGIC PARTNERSHIP PROJECT

between

Name and address of the coordinator: **Palacký University Olomouc, Křížkovského 8, 771 47
Olomouc, Czech Republic**

represented by (legal representative): **Prof. Mgr. Jaroslav Miller, M.A., Ph.D., rector**
hereinafter referred to as **Beneficiary**,

and

name and address of the partner: **UNIVERSITAET PADERBORN, WARBURGER
STRASSE 100 - 33098, PADERBORN, GERMANY**

represented by (legal representative): [REDACTED]
hereinafter referred to as **Partner**,

on the other part,

both together referred to as “the Parties”,

HAVE AGREED

to implement the project “**Global Sport for Development and Peace Knowledge Collaborative (GloKnoCo)**” under the Erasmus+ Programme, Key Action 2: Strategic Partnerships, hereinafter referred to as “the Project”, as follows:

Article 1 – Subject

1.1. The subject of this Partnership Agreement is to define the organisation of the partnership by regulating the rights and obligations of the coordinator and the partner in order to successfully implement the project “**Global Sport for Development and Peace Knowledge Collaborative (GloKnoCo)**”, hereinafter referred to as “the Project”, coming under the Grant Agreement No **2019-1-CZ01-KA203-061224** concluded between the **Beneficiary** and the **Czech National Agency**, hereinafter referred to as “the Grant Agreement”, in accordance with the annexes which form an integral part of this agreement and that each party declares to have read and approved.

- 1.2. The total grant of the project for the contractual period referred to by the Grant Agreement is estimated at **280 823,00 EUR**.
- 1.3. The final financial contribution shall depend on the evaluation of the quality of the results of the project pursuant of the Grant Agreement, but shall, under no circumstances, give rise to a profit during the project implementation.
- 1.4. With the signature of this Agreement, the **Beneficiary** and the **Partner** accept the grant and agree to implement the Project according to the project proposal submitted to the Czech National Agency, hereinafter referred to as "Project Description" (Annex I), acting on their own responsibility.

Article 2 – Duration

- 2.1. The duration of the Project is **36 months**. It starts on **01/09/2019** and ends on **31/08/2022**.
- 2.2. This Agreement shall have effect retroactively from 01/09/2019 onward. It shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the Grant Agreement and under this contract. Agreement terminates five years after the date of the payment of the balance by the **Beneficiary** to the **Partner**.
- 2.3. The period of eligibility of the costs starts on **01/09/2019** and finishes on **31/08/2022**.

Article 3 – Obligations of the Beneficiary

The **Beneficiary** shall undertake:

- 3.1. to appoint a Project Manager who will lead the Project Steering Group consisting of the Project Manager, leads for each partner and cluster coordinators as specified in the Project Description (Annex I).
- 3.2. to take all the steps necessary to prepare for, perform and correctly manage the Project in accordance with the objectives of the Project as set out in the Grant Agreement and Project Description;
- 3.3. to send to the **Partner** a copy of various reports and of any other relevant official document concerning the Project;
- 3.4. to notify and provide the **Partner** with information on any amendment made to the Grant Agreement;
- 3.5. to 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;
- 3.6. to comply with all the provisions of Grant Agreement.
- 3.7. to be the intermediary for all communications between the Partner and the **Czech National Agency**.

Article 4 – Obligations of the Partner

The **Partner** shall undertake:

- 4.1. to take all the steps necessary to prepare for, perform and correctly manage the Project in accordance with the objectives of the Project as set out in the Project Description and Financial Breakdown;
- 4.2. to comply with all the relevant provisions of the General Conditions¹;
- 4.3. to communicate to the **Beneficiary** any information or documents required by the latter that is necessary for the management of the Project;
- 4.4. to accept responsibility for all information communicated to the **Beneficiary**, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.5. in accordance with Article II.20 of the General Conditions, allow all aspects of their work as part of the project to be open to audit and verification by the EC, the **Czech National Agency** or relevant internal or external auditors;
- 4.6. to define in conjunction with the **Beneficiary** the role and rights and obligations of the two Parties, including those concerning the attribution of the intellectual property rights;
- 4.6. to have in place effective procedures and arrangements to provide for the safety and protection of the participants in the Project;
- 4.7. to ensure that participants involved in mobility activities have adequate insurance coverage;
- 4.8. to follow the rules applicable to the visibility of EC education and culture programmes, and be in accordance with Article II.8.1 of the General Conditions.

Article 5 – Financing

- 5.1. The Project Coordinator will transfer the funds to the partner's account for eligible activities that fully comply with the Grant Agreement and Project Description and project performance.

The grant received by the partner has to be strictly and solely dedicated to the project funding in accordance with the guidelines and regulations of the General Conditions. The total costs to be committed by the **Partner** for the period covered by the Project is estimated at **63 988,00 EUR**.

¹ Available on the website of the European Commission: https://ec.europa.eu/programmes/erasmus-plus/sites/erasmusplus2/files/2019-general-multibeneficiaries_en.pdf

The partner is obliged to use the given funds exclusively for the purposes defined by the Project, and in accordance with terms and provisions of this Agreement and the Project Description.

- 5.2. The grant shall take the form of unit contributions and reimbursement of eligible costs actually incurred in accordance with the following provisions:
- (a) eligible costs as specified in Article II.19 of the General Conditions of the Grant Agreement;
 - (b) Project Description;
 - (c) estimated partner budget as specified in Annex III of this agreement.

At the end of the project, the spent amounts may be lower than the ones initially planned, in case the real expenses are less than expected ones. They shall under no circumstances exceed the stated expenses.

- 5.3. Original invoices, debit notes, receipts, bank statements for every item of expense have to be thoroughly documented and kept by the institution and can only be financed by project funding if they are in compliance with eligibility of expenditure.

The partner is fully responsible for the correct delivery of the declaration of expenses and the appropriate application of accounting system. In more detail, the partner shall comply with the following:

- a) To accept the liability for the adequate and orderly accounting of this project according to the rules and regulations of the General Conditions.
- b) To be aware of the fact that the coordinator will not compensate for the ineligibility of costs caused by any violation of the General Condition or this contract, for which the partner is responsible. Any costs which would be assessed as ineligible by the National Agency within their final report assessment need to be reimbursed by the partner to the coordinator who confirms to forward the ineligible amount to the Czech National Agency.
- c) To make available any documentation on project finance and activities required by the Czech National Agency.
- d) To keep a record of any expenditure incurred under the project and all proofs and related documents for five years after the end of the period covered by the present contract.

Article 6 – Budget transfers

- 6.1. Without prejudice to Article II.13 of the General Conditions and provided that the Project is implemented as described in Annex I, the Parties are allowed to adjust the estimated budget set out in the Project, by transfers between the different budget categories, without this adjustment being considered as an amendment of the Agreement provided that the following rules are respected:

- 6.1.1. The Parties are allowed, after a joint agreement, to transfer up to 20% of the funds allocated for Project Management and Implementation, Transnational Project Meetings, Intellectual Outputs, Multiplier Events, Learning/teaching/training activities and

Exceptional costs to any other budget category with the exception of the budget categories Project management and implementation costs and Exceptional costs.

- 6.1.2. Any budget transfer shall result in an increase of maximum 20% of the amount awarded to that budget category as specified in Annex II.

Article 7 – Payments

- 7.1. The **Beneficiary** commits itself to carrying out payments relating to the subject matter of this agreement to the **Partner** according to the fulfilment of the tasks and according to the following schedule:

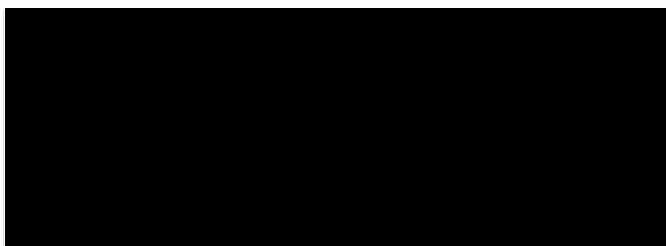
1 st payment	40 % of partner budget	Within 30 calendar days after receiving the 1 st payment from the Czech National Agency .
2 nd payment	40 % of partner budget	Within 30 calendar days after receiving the interim payment from the Czech National Agency .
Final payment	20% of partner budget	Within 30 calendar days after receiving the final payment from the Czech National Agency on the condition that the Czech National Agency has approved full amount of the final payment.

- 7.2. All payments shall be regarded as advances pending explicit approval by the **Czech National Agency** of the final report, the corresponding cost statement and the quality of the results of the project.
- 7.3. The final payment as mentioned in point 7.1 of this Article shall constitute the payment of the amount necessary to balance revenue and expenditure.
- 7.4. Due to the fact that the payments from the Beneficiary to the Partner are carried out in Euro and the Czech accounting is recorded in CZK, the Project may generate exchange rate gains and losses. The exchange rate gains or losses within 500 EUR is born by the Beneficiary. If the exchange gain or loss exceeds 500 EUR in total during the lifetime of the project, the excess of this amount is born by the Parties, accordingly to the share of the management costs.

Article 8 – Bank account

Details of the bank account of Partner:

Name of the Bank:
Address of the Bank:
Account holder:
Account number:
IBAN code:



Article 9 – Reports

9.1. The **Partner** shall provide the **Beneficiary** with any information and document required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 01/02/2021 and 01/11/2021 at the latest.

9.2. The **Partner** shall provide the **Beneficiary** with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 15/09/2022 at the latest.

9.3. The required information and documentation within the Project shall be provided in English.

9.4. The Partner Reports shall be drawn up in Euro. In case a partner from countries which have not adopted the Euro as their currency are participating in the project, the partner shall convert into Euro the amounts of expenditure in the list of invoices incurred in national currency before submission for validation. The expenditures shall be converted into Euro using the accounting exchange rate established by the Commission, which was applicable on the day of signing the last of the two parties. (see http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm).

Article 10 – Monitoring and supervision

10.1. The **Partner** shall provide without undue delay the **Beneficiary** with any information that the latter may request concerning the carrying out of the Project covered by this agreement.

10.2. The **Partner** shall make available to the **Beneficiary** any document making it possible to check that the Project is being or has been carried out.

Article 11 – Liability

11.1. Each contracting party shall release the other from any civil liability in respect to 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.

11.2. The **Partner** shall protect the **Czech National Agency**, the **Beneficiary** 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 **Czech National Agency**, the **Beneficiary** or their personnel.

11.3. The financial responsibility of each **Partner** shall be limited to the amount received by the **Partner** from the **Beneficiary**.

Article 12 – Termination of the agreement

- 12.1. The **Beneficiary** may terminate this 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.
- 12.2. The **Partner** shall immediately notify the **Beneficiary**, supplying all relevant information, of any event likely to prejudice the performance of this agreement.
- 12.3. The **Partner** may terminate this agreement for good cause by giving three months' notice. Good cause exists in particular, if continuing to work on the project becomes unreasonable for the **Partner** or if funding has subsequently been substantially reduced. In the case of termination by the **Partner**, **the parties shall proceed in accordance with Article II.17.2 of the General Conditions.**

Article 13 – Jurisdiction clause

- 13.1. The law applicable to this contract shall be the law of the Czech Republic.
- 13.2. Failing amicable settlement, the Courts of the Czech Republic shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.

Article 14 – Intellectual Property Rights

Without prejudice to paragraph Article II.9.3 of the General Conditions, the **Beneficiary** grants the **Partner** the right to make free use of the results of the Project as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

Article 15 – Amendments or additions to the agreement

Amendments to this agreement shall be made only by a supplementary Agreement signed on behalf of each of the Parties by the legal representatives of this agreement.

Annexes:

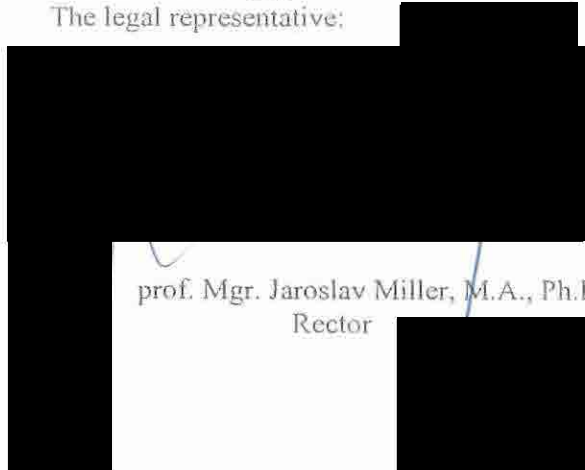
- Annex I Project Description
- Annex II Financial Breakdown
- Annex III Estimated partner budget

For the **Partner**,
The legal representative:



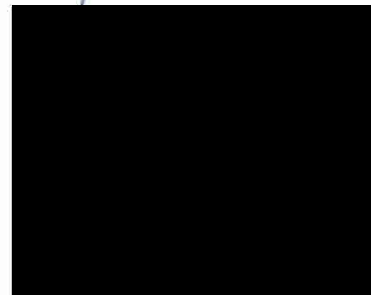
Date: 14-10-2019

For the **Beneficiary**,
The legal representative:



prof. Mgr. Jaroslav Miller, M.A., Ph.D.
Rector

Date: 14-10-2019



Done in Olomouc, Czech Republic, in two copies.

ANNEX III – Estimated Partner budget: UNIVERSITAET PADERBORN

Budget items	Euros
Project Management and Implementation	9 000
Transnational Project Meetings	2 300
Intellectual Outputs	7 490
Multiplier Events	5 000
Learning/teaching/training activities	40 198
Exceptional costs	0
Total Calculated	63 988,00