



## Partnership Agreement

Project Name: Innovative support network for students in the field of online marketing - INSOM  
Erasmus+ Programme: Strategic Partnerships for adult education  
Project number: 2019-1-CZ01-KA204-061365

The present Partnership Agreement, hereinafter referred to as “the Agreement”, is made and entered into by and between,

### **Czech University of Life Sciences Prague (CZU)**

Kamýcká 129, 165 00, Prague – Suchbát, Czech Republic  
represented for the purposes of signature of the Agreement by prof. Ing. Petr Sklenička, CSc., rector, the legal representative as defined in the Grant Agreement no: 2019-1-CZ01-KA204-061365 (Annex I)  
(hereinafter referred to as the “coordinator”)

and the following beneficiary:

### **STUDENT COMPUTER ART SOCIETY, Bulgaria**

represented for the purposes of signature of this Agreement by its legal representative, according to the Mandate previously signed and attached to the Grant Agreement (here in Annex I)  
(hereinafter referred to as the “beneficiary”).

Where a provision applies without distinction to the "coordinator" and the "beneficiary", for the purpose of this Agreement he/she will be referred to as the "beneficiary".

The parties hereby have agreed as follows:

### **Article 1**

#### **Subject of the Partnership Agreement**

1.1 This Agreement defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ project Innovative support network for students in the field of online marketing – INSOM (hereinafter referred to as the “project”).

#### 1.2 The Objective of the present Agreement

On the basis of the present Agreement the Coordinator and the beneficiary shall contribute to the achievement of the requirements of the Grant Agreement together with the other parties (Beneficiaries and Subcontractors) performing the Grant Agreement in accordance with the terms and conditions as stated in the present Agreement.

#### 1.3 The obligations of the coordinator and the beneficiary

The coordinator and the beneficiary shall perform and complete their share of the work under the present Agreement in accordance with the requirements set out in the Annexes to this Agreement. The Parties to the present Agreement shall carry out the work in accordance with the timetable and budget set out in Annex II and Annex III, using their best endeavours to achieve the results (intellectual outputs) specified therein and shall carry out all of their responsibilities under the present Agreement in accordance with recognised professional standards.



## **Article 2 Duration**

- 2.1 This Agreement shall enter into force on the date the last party signs and is published in the public register.
- 2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.
- 2.3 The present Agreement shall remain in force until the coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the National Agency (hereinafter referred to as the "NA").

## **Article 3 Obligations and responsibilities**

- 3.1 General obligations and role of the beneficiary (including the coordinator).

The beneficiary:

- (a) is jointly responsible for carrying out the activities attributed to him, and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement and approved application, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles;
- (b) undertakes to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) is responsible for complying with any legal obligations incumbent on him;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.

- 3.2 Specific obligations and role of the coordinator.

The coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the beneficiaries and the National Agency, and inform the beneficiaries of any relevant communication exchanged with the National Agency;
- (c) inform the beneficiaries of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (d) as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;



- (f) comply with all reporting requirements *vis-à-vis* the National Agency, as per the dispositions of Article I.4 of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the beneficiaries, as per the dispositions of Article I.4 of the Grant Agreement;
- (h) provide one copy of this Agreement duly signed to each beneficiary and to the National Agency within 6 months of the signature of the Grant Agreement.
- (i) provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the Guidelines for the Use of the Grant, the various reports templates and any other relevant document concerning the project.
- (j) transmit to the beneficiaries copies of all reports submitted to the National Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.

### 3.3 Specific obligations and role of each beneficiary (excluding the coordinator).

Each beneficiary undertakes to:

- (a) ensure adequate communication with the coordinator and with the other beneficiaries;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement;
- (c) submit in due time to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;
- (e) notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.

## **Article 4** **Financing the action**

1.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to EUR 143 615,00 and shall take the form as stipulated in Annex II of the Grant Agreement.

1.2 The total expenditure to be committed by the beneficiaries for the period covered by this Agreement is estimated at:

For SCAS - 19 835 EUR  
(including all taxes and duties).

1.3 The Erasmus+ contribution according to the lump sums set out in the approved budget (Annex III) for the beneficiaries shall be a maximum amount of 25 % of exceptional costs allocated in the approved budget (Annex III).

1.4 Full details of the estimated budget breakdown per funding source, beneficiary and budget category is given in Annex III of this Agreement.



## Article 5 Payment arrangements

5.1 The transfer of the Erasmus+ grant contribution to the beneficiary will be implemented in accordance with the following timetable and procedure:

**1<sup>st</sup> Payment** – total amount of intellectual output 1 costs, the travelling cost of the 1<sup>st</sup> meeting in Prague and the project management costs for the first period (till 29<sup>th</sup> February 2021):

This payment will be proceeded within 15 days after:

- the Partnership agreement was signed by both sides and
  - provided the first payment by the NA has been made to the coordinator,
  - beneficiary provides documents declaring the travelling costs of kick-off meeting in Prague.
- Expected timing: October 2019.

**2<sup>nd</sup> Payment** – the total amount of intellectual output 2 costs, the travelling costs of the 2<sup>nd</sup> transnational project meeting and the project managements costs for the second period (from 1<sup>st</sup> March till 31<sup>st</sup> October 2020). This payment will be proceeded within 30 days after:

- the coordinator has received and approved all documents, invoices and papers connected with intellectual output 2 and the travelling costs of 2<sup>nd</sup> Translational Project Meeting (till 7 day after the 2<sup>nd</sup> meeting),
  - provided the Partner has fulfilled all tasks and obligations in the project,
- Expected timing: April 2020

**3<sup>rd</sup> Payment** – the total amount of intellectual output 3 costs, the travelling costs of the 3<sup>rd</sup> transnational project meeting, the project management costs till the 31<sup>st</sup> August 2021 and the 4<sup>th</sup> transnational project meeting) and the multiplier event costs. This payment will be proceeded within 30 days after:

- the coordinator has received and approved all documents, invoices and papers connected with intellectual output 2.
  - provided the beneficiary has fulfilled all tasks and obligations in the project and
  - the coordinator has received and approved all documents, invoices and papers connected to intellectual output 2 and travel costs.
- Expected timing: 31<sup>st</sup> March 2021

**4<sup>th</sup> Payment** – complete settlement of all obligations arising from the category of exceptional costs within 30 days after:

- the NA has approved the final report and the payment of the balance has been made to the coordinator's account.

5.2 Beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the beneficiaries will be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.

5.3 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the National Agency at the end of the project, the following procedure will apply: the beneficiary responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator.



## **Article 6 Reporting**

6.1 The coordinator and the beneficiary shall be bound by the obligations set and the instructions given in parts II and III of the Grant Agreement. The beneficiary shall keep records of all expenditure incurred under the project and all evidence and related documents for five years after the final report has officially been approved by the National Agency.

6.2 All invoices to the coordinator must be dated and certified as true and exact by the Financial Officer and/or the Legal Representative of the beneficiary. The coordinator may reject any item of expenditure, which cannot be justified in accordance with the rules set out in the Rules for Eligible Expenditure.

6.3 The Beneficiary shall provide the Coordinator with any information and documents required for the preparation of the interim reports and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 31.01.2020 at the latest, for the first interim report and by 31.08.2020 at the latest, for the second interim report. If necessary, the Beneficiary should include the data in the electronic reporting tools. The Beneficiary shall provide the Coordinator 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 1.9.2021 at the latest. If necessary, the Beneficiary should include the data in the electronic reporting tools.

6.4 The reports must contain the real and total expenditures to the beneficiary for the work undertaken during the respective periods, the timesheets duly completed and signed for every person working on the project and the evidence documents. The reports must also detail the course of development of the project activities undertaken by the beneficiary. All details as well as templates (e.g. timesheets, VAT evidence documents, internal progress report documents etc.) provided by the beneficiary and/or the NA will be introduced and discussed with the beneficiary in good time.

## **Article 7 General administrative provisions**

7.1 Any important project related communication between the beneficiaries shall be done in writing and addressed to the appointed project manager of each beneficiary, as per the details below:

For the coordinator: Czech University of Life Sciences Prague

- Ing. Jana Pitrová, Ph.D., Faculty of Economics and Management, Department of Management  
KAMÝČKÁ 129, 165 00, Prague - Suchbátka Czech Republic

For the beneficiaries:

- TREBAG SZELLEMI TULAJDON-ES PROJEKTMENEDZSER KFT, Hungary  
Kövesd Andrea, andrea.kovesd@trebag.hu
- STUDENT COMPUTER ART SOCIETY, Bulgaria  
Rosen Petkov, rosen@scas.acad.bg
- UNIVERSITA DEGLI STUDI DI CAGLIARI, Italy  
Francesca Cabiddu, fcabiddu@unica.it
- KAAKKOIS-SUOMEN AMMATTIKORKEAKOULU OY, Finland  
Jääskeläinen Pia M, Pia.M.Jaaskelainen@xamk.fi,

7.2 Any changes to the above information should be communicated in a timely manner.



## Article 8

### Banking details

The remuneration to be paid to the beneficiary shall be paid directly into the beneficiary institutional bank account, the details of which are as follows:

Name and Address of the Account Holder: **Student Computer Art Society**, Address: 10, Narodno sabranie sq., Sofia 1000, Bulgaria

Name of Bank: **UniCredit Bulbank**, Address: : 7, Sveta Nedelya Sq., Sofia 1000

Swift Code/BIC: **UNCRBGSF**

IBAN: **BG57UNCR76301400278507**

## Article 9

### Ownership and property rights

9.1 The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiary, in compliance with Article I.7 of the Grant Agreement.

9.2 Materials already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

## Article 10

### Liability

10.1 Each of the beneficiaries discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

## Article 11

### Conflict of interest

11.1 The coordinator and beneficiary must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

11.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the coordinator without delay, and the beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

11.3 The coordinator will decide if it is deemed necessary to inform the National Agency as provided for in Article II.4 of the Grant Agreement.

## Article 12

### Working languages

12.1 The working language of the partnership shall be English.

12.2 The beneficiary commit in allocating to the project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.



### **Article 13** **Conflict resolution**

13.1 In case of conflict between the project partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the beneficiary involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

13.2 Disputes should be addressed in writing to the project Steering Committee (or a body consisting of representatives of all beneficiaries), that will try to mediate in order to resolve the conflict.

### **Article 14** **Applicable law and jurisdiction**

14.1 This Agreement is governed by the Czech Republic law, being the law of the coordinator's country.

14.2 In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the coordinator's country.

14.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to all beneficiaries.

14.4 If any provision in this Agreement should be wholly or partly ineffective, the beneficiaries to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

14.5 This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

### **Article 15** **Termination of the Agreement**

15.1 In the event that any of the beneficiaries fail to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate their participation in the project, upon formal written authorisation by the National Agency.

15.2 The coordinator shall notify the beneficiary in cause by registered letter. The beneficiary has one month to supply all relevant information to appeal the decision.



### Article 16 Force Majeure

16.1 If the beneficiary face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the coordinator in writing, specifying the nature, probable duration and expected effects of this event.

16.2 Neither of the beneficiaries shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to *force majeure*. The beneficiary shall take all necessary measures to minimise possible damage to successful project implementation.

### Article 17 Annexes

- Annex I. Copy of the Grant Agreement signed between the coordinator (CULS) and the National Agency, its annexes, and any existing amendment
- Annex II. Project document
- Annex III. Project Budget

### Article 18 Final provisions

The Agreement is drawn up in 3 (two) identical copies, each copy having the value of the original. The undersigned beneficiary will receive 1 (one) and coordinator 2 (two) identical copies of the Agreement.

The undersigned beneficiary agrees wholeheartedly with the publication of the full text of this Agreement so that this Agreement can be deemed information provided pursuant to Act No. 106/1999 Coll., on Freedom of Access to Information, as amended and Act No. 340/2015 Coll., on register of contracts, as amended.

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

**For the Coordinator**  
The legal representative  
Czech University of Life Sciences Prague

/ rof. Ing. Petr Sklenička, CSc.

Signature and stamp  
Done in Prague

Date

15-11-2019



**For the Beneficiary**  
The legal representative  
STUDENT COMPUTER ART SOCIETY

Rosen Petkov

Signature and stamp  
Done in Sofia

Date 01.11.2019





