



PARTNERSHIP AGREEMENT

CONCERNING THE ERASMUS + STRATEGIC PARTNERSHIP PROJECT

Under the Union programme for education, training, youth and sport¹

AGREEMENT No – 2019-1-CZ01-KA201-061222

Vysoká škola báňská - Technická univerzita Ostrava, registration No 61989100, 17. listopadu 15/2172, 708 33 Ostrava – Poruba, Czech Republic, hereinafter referred to as “**the Beneficiary**”, represented by its rector prof. RNDr. Václav Snášel, CSc.,

on the one part,

and

Gymnázium Hladnov a Jazyková škola s právem státní jazykové zkoušky Ostrava, příspěvková organizace, registration No 842753, Hladnovská 35, 71000 Ostrava, Czech Republic, hereinafter referred to as “**the Partner**”, represented by its headmaster M. [REDACTED]

on the other part,

HAVE AGREED

to implement the project “**Math Exercises for You 2**” under the Erasmus+ Programme, Key Action 2: Strategic Partnerships, hereinafter referred to as “the Project”, as follows:

Article 1 – Subject matter

1.1. Having regard to the provisions of Regulation (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing „Erasmus+“ in the field of education, training, youth and sport, the **Beneficiary** and the **Partner** commit themselves to carrying out implementation of the Project coming under the Agreement No **2019-1-CZ01-KA201-061222** concluded between the **Beneficiary** and the **National**

¹ Regulation (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing 'Erasmus+': the Union programme for education, training, youth and sport and repealing Decisions No 1719/2006/EC, No 1720/2006/EC and No 1298/2008/EC.

Agency in accordance with *the Special Conditions*, the *General Conditions*, the *Financial and Contractual Rules* and the annexes hereto which form an integral part of this agreement and that each party declares to have read and approved.

- 1.2. This agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project No **2019-1-CZ01-KA201-061222** under the Agreement passed between the **National Agency** and the **Beneficiary**.
- 1.3. The total grant of the project for the contractual period referred to by the Agreement No **2019-1-CZ01-KA201-061222** is estimated at **430480,00 EUR**.
- 1.4. The final financial contribution shall depend on the evaluation of the quality of the results of the project No **2019-1-CZ01-KA201-061222** pursuant to the *Financial and Contractual Rules* which is Annex III of the Agreement No **2019-1-CZ01-KA201-061222**, but shall, under no circumstances, give rise to a profit during the project implementation.
- 1.5. With the signature of this Agreement, the **Beneficiary** and the **Partner** accept the grant and agree to implement the Project, 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 enters into force on the date of signature by the last of all Parties to the agreement and terminates five years after the date of the payment of the balance by the **Beneficiary** to the **Partner**.

The Agreement shall become effective on the day of its publication in the register of contracts on the basis of Act No. 340/2015 Coll. The Contracting Parties in this context affirm that the Agreement does not contain any information or data representing a business secret within the meaning of Sec. 504, Civil Code and grant their consent to its publication in full text. Publication of the Agreement in the register of contracts shall be implemented in accordance with an agreement of the Contracting Parties by the Beneficiary.

- 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 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 Agreement concluded between the **National Agency** and the **Beneficiary**;
- 3.2. to send to the **Partner** a copy of various reports and of any other official document concerning the Project;
- 3.3. to notify and provide the **Partner** with any amendment made to the Agreement **2019-1-CZ01-KA201-061222** concluded with the **National Agency**;
- 3.4. to define in conjunction with the **Partner** the role and rights and obligations of all Parties, including those concerning the attribution of the intellectual property rights;

3.5. to comply with all the provisions of Agreement No **2019-1-CZ01-KA201-061222** binding the **Beneficiary** to the **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 application**;
- 4.2. to communicate to the **Beneficiary** any information or document required by the latter that is necessary for the management of the Project;
- 4.3. to accept responsibility for all information communicated to the **Beneficiary**, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.4. to define in conjunction with the **Beneficiary** the role and rights and obligations of all Parties, including those concerning the attribution of the intellectual property rights.

Article 5 – Financing

- 5.1. The total costs to be committed by the **Partner** for the period covered by the Project is estimated at **57 200,00 EUR**.
- 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 Agreement No 2019-1-CZ01-KA201-061222;
 - (b) financial rules as specified in Annex III *Financial and Contractual rules* of the Agreement 2019-1-CZ01-KA201-061222;
 - (c) estimated Partner budget as specified in Annex A of this agreement.

Article 6 – Budget transfers

- 6.1. Without prejudice to Article II.13 of the *General Conditions* of the Agreement No **2019-1-CZ01-KA201-061222** and provided that the Project is implemented as described in Annex II of the Agreement No **2019-1-CZ01-KA201-061222**, 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 within the meaning of Article II.11 of the *General Conditions* provided that the following rules are respected:
 - 6.1.1. The Parties are allowed to transfer up to 20% of the funds allocated for Project management and implementation, Transnational Project Meetings, Intellectual Outputs, 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 point I.3.3 of Agreement No. 2019-1-CZ01-KA201-061222.

6.1.3. Any budget transfer has to be approved by the **Beneficiary**.

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%	Within 60 calendar days after receiving the payment from the National Agency.
2 nd payment	40%	Within 30 calendar days after receiving the payment from the National Agency.
Final payment		Within 30 calendar days after receiving the final payment from the National Agency on the condition that the National Agency has approved full amount of the final payment.

7.2. 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.

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.

Article 8 – Partner bank account

Name of the Bank: Komerční banka a.s., Ostrava

Address of the Bank: Nádražní 1698/12, Ostrava 730 01

Account holder: Gymnázium Hladnov a Jazyková škola s právem státní jazykové zkoušky, Ostrava, příspěvková organizace

Account number

IBAN code:

SWIFT 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 the date intended by the **Beneficiary** as mentioned in point I.4.3 of Agreement No. 2019-1-CZ01-KA201-061222. The **Beneficiary** commits itself to inform the **Partner** about this date at least 30 days ago.

- 9.2. **The Partner** shall provide the **Beneficiary** with any information and document required for the preparation of the progress report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 07/12/2021 at the latest.
- 9.3. **The Partners** 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 30/09/2022 at the latest.
- 9.4. Except the dates of the interim report, the progress report and the final report the Partner shall provide the Beneficiary every month the time sheets per each person working on intellectual outputs.
- 9.5. The required information and documentation within the Project shall be provided in English or Czech.

Article 10 – Monitoring and supervision

- 10.1. The **Partner** shall provide without 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 **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 **National Agency**, the **Beneficiary** or their personnel.

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.

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 of the *General Conditions* of the Agreement No **2019-1-CZ01-KA201-061222**, the contractual parties hereby grant to one another 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.

The **Beneficiary** and the **Partner** agree that the intellectual outputs of the Project shall be made available under a Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International License (<https://creativecommons.org/licenses/by-nc-nd/4.0/>).

Without prejudice to the above provisions of this Article, the Partner shall only be entitled to use the results of the Project in the manner that is stipulated in this Agreement and/or in Agreement No 2019-1-CZ01-KA201-061222 and is compliant with them. In all other cases, in particular in the event of an intended commercial use of the results of the Project, intended disclosure of the results of the Project in the form of a publication, or in any other cases that have not been explicitly envisaged by this Agreement and/or Agreement No 2019-1-CZ01-KA201-061222, such use of the results of the Project by the Partner shall only be possible with the Beneficiary's prior written consent.

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 signatories of this agreement.

Article 16 – Personal data protection


In the performance of the Agreement the Contracting Parties are in general obliged to proceed in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27. April 2016 on the protection of private individuals with regard to the processing of personal data and on free movement of such data and on repealing of Directive 95/46/EC (general regulation on the protection of personal data), in its effective wording (the "Regulation"), as well as in accordance with the relevant national legislation.

The Contracting Parties duly take note that in the course of implementation of the Project, for the purpose of meeting the obligations relating to implementation of the Project and implementation of the Agreement, personal data of employees of another Contracting Party may be disclosed to them to the extent necessary for the meeting of the given obligations. The Contracting Parties in this context undertake to use any disclosed personal data of employees of another Contracting Party exclusively for the purposes of meeting the given obligations in the implementation of the Project and this Agreement. All Contracting Parties declare that they are able to take such technical and organisational measures so that the protection of disclosed personal data necessary for the meeting of the obligations relating to the implementation of the Project and this Agreement would comply with the requirements of the relevant legal regulations, i.e. In order to prevent accidental or unlawful destruction, loss, alteration, unauthorised disclosure or unauthorised access, or another abuse of the personal data. With regard to the state of the technology, cost of implementation, nature, scale, context and the purpose of the processing and differently severe risks in respect of the rights and freedoms of private entities of various degree of likelihood, the Contracting Parties have adopted appropriate technical and organisational measures to ensure the protection of personal data in accordance with the Regulation and the related national legislation.

Annexes:

- Annex A Estimated Partner budget
- Annex B Partner's project tasks and responsibilities
- Annex C Agreement no 2019-1-CZ01-KA201-061222 (Annex C is attached on CD)
- Annex D Application for the project no 2019-1-CZ01-KA201-061222 (Annex D is attached on CD)

For the **Beneficiary**,
The legal representative
prof. RNDr. Václav Snášel, CSc.
rector
(name and function)


[signature]

[date] 18. 11. 2019

For the **Partner**,
The legal representative
Mgr. Daniel Kašíčka
headmaster
(name and function)


[signature]

[date]

Done in Ostrava, Czech Republic in two copies.

**Prohlášení o pravosti podpisu
na listině nesepsané advokátem**


Běžné číslo knihy o prohlášení o pravosti podpisu 000305/203/2019/C

Já, níže uvedená [REDAKCE] advokátka se sídlem [REDAKCE] 702 00 Ostrava – Moravská Ostrava, zapsaná v seznamu advokátů vedeném Českou advokátní komorou pod ev. č. [REDAKCE] prohlašuji, že tuto listinu přede mnou vlastnoručně v/ve 5 vyhotovení podepsal/a:

Prof. RNDr. Václav Snášel, CSc., RČ [REDAKCE], trvale bytem: Loučany č.p.688, Olomouc, jehož/ jejíž totožnost jsem zjistila z cestovního pasu č. [REDAKCE]

Podepsaný advokát tímto prohlášením o pravosti podpisu nestvrzuje správnost ani pravdivost údajů uvedených v této listině, ani její soulad s právními předpisy.

V Ostravě, dne 11.4.2019





ANNEX A (Estimated Partner budget) of PARTNERSHIP AGREEMENT

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Under the Union programme for education, training, youth and sport¹

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Estimated Partner budget

Budget items	Euros
Project Management and Implementation	6 540,00
Transnational Project Meetings	1 820,00
Intellectual Outputs	45 210,00
Learning, Teaching, Training Activities	3 630,00
Exceptional Costs	0,00
Total Calculated	57 200,00

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**ANNEX B (Partner's project tasks and responsibilities) of
PARTNERSHIP AGREEMENT**

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The Partner will cooperate on and fulfill its part in all the activities described in the project application, project budget and project plan.

The responsibility of the project activities will be shared equally.

Intellectual outputs:

The Partner will develop and translate multiple-choice questions in English, Czech, and Spanish according to the attached tables.

The Partner will translate training games in Spanish according to the attached tables.

The Partner will be involved in pilot use of the interactive tests and the educational applications.

New created items	Number per person	Total number for the partner
Test questions in Czech (intellectual output O1)	0	0
Test questions in Czech (intellectual output O2)	0	0
Test questions in Czech (intellectual output O3)	100	200

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Translated items	Total number for the partner
Test questions from English to Spanish	1,760
Test questions to English	200
Test questions to Spanish (from the previous project)	4,168
Training games to Spanish (from the previous project)	152

Transnational Meetings

The Partner will take responsibility as a host organization for one transnational meeting.

Learning/teaching/training activities

The Partner will be involved in Job shadowing of pupils from Czechia in Spain according to the attached table.

Items	Number
Participants of activity C2 – Job shadowing of pupils from Czechia in Spain (including accompanying persons)	5+1

Communication and dissemination

All project materials will be available to the Partner in web portal <http://math4u.vsb.cz/>.

The Partner is responsible for the quality of dissemination materials: using logos and all the required necessities.