



Erasmus+

Partnership Agreement

Between

Masaryk University

And

Cardiff University

In the framework of the S.P.I.D.E.R project

The present Partnership Agreement (hereinafter referred to as the "PA") is made and entered into by and between

Masarykova univerzita (hereafter the Coordinator)

Zerotinovo nam. 9

601 77 Brno

Czech Republic

represented for the purposes of signature of this PA by the Rector
prof. MUDr. Martin Bareš, Ph.D.

and

Cardiff University (hereafter the Partner)

Newport Road 30-36, Cardiff, CF24 ODE

represented for the purposes of signature of this PA by Director Research & Innovation
Services

Dr David Bembo

The purpose of the PA is to define the organization of the partnership by regulating the rights and obligations of the Coordinator and the Partner in order to implement the Erasmus+ Key Action Cooperation for innovation and the Exchange of good practices, Action Strategic Partnerships for vocational education and training.

The Parties hereby agree as follows:

1. Objectives of this PA

With regard to the framework of the Erasmus+ programme, the Coordinator and the Partner undertake to carry out the programme of work which is the subject of this PA within the Grant Agreement no. 2019-1-CZ01-KA202-061350 (Annex I to present PA) signed between the Coordinator and the Centre for International Cooperation in Education ("the Executive Agency") acting under powers delegated by the Commission of the European Communities ("the Commission") and concerning the Erasmus+ KA2 project entitled:

S.P.I.D.E.R – Strategic Partnership in Innovation and Development of Evidence – Based Healthcare ("the Project")

The entities participating in the Project and listed in the Project application (Annex II to the present PA) are referred to as the Parties in the present PA.

The respective Grant Agreement signed between the Coordinator (Masaryk University) and the Executive Agency is an integral part of this PA and takes precedence over it. The Coordinator and the Partner shall be bound to this PA and the Grant Agreement to this Project. This includes any further amendment to the Grant Agreement, which is approved by the Executive Agency.

This PA and its Annexes govern the relations between the Parties and their respective rights and obligations with respect to their involvement in the Project.

2. Duration

This PA shall enter into force on the date on the date it is signed by both parties but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

The effect and the period of eligibility of costs shall be retroactively in force from 01. 09. 2019 and shall end on 31. 08. 2021. The effect of the Contract shall end by the reimbursement of the Balance payment to the Partner.

The present PA shall remain in force until the coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

3. Organizational structure

3.1. Coordinator

Masaryk University as the Coordinator institution will be responsible for guaranteeing the overall management, coordination and implementation of the Project in accordance with the Grant Agreement. All partner institutions within the S.P.I.D.E.R consortium will have an active role during the period of implementation of the Project, to ensure sound and transparent management.

The Coordinator shall:

- provide a copy of the Grant Agreement to the Partner;
- be the intermediary for all communication between the Partners and the Executive Agency, and inform the Partners of any relevant communication exchanged with the Executive Agency;
- keep the Partner informed on a regular basis about all relevant communication between the Coordinator and the Executive Agency;
- inform the Partner about any essential issues and events likely to substantially affect the implementation of the action without any delay;
- be responsible for the overall coordination, management and implementation of the Project in accordance with the Grant Agreement;
- manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- be responsible for the verification that the expenditure declared by the Partner has been incurred only for the purpose of implementing the Project and

corresponding to the activities agreed between the Parties in the framework of the submitted Application Form;

- submit an Intermediate Report and a Final Report to the Executive Agency by the deadline given in the Grant Agreement and its annexes;
- transfer funds to the Partner according to the instalments in chapter 4 of this Agreement;
- transmit to the beneficiaries copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.

3.2 Local management team coordinated by a S.P.I.D.E.R. contact person

The local management team consists of all staff at each partner institution involved in the implementation of this Project; this team will be coordinated locally by one representative who will be the S.P.I.D.E.R contact person at this institution. The S.P.I.D.E.R contact person will be the direct contact between the partner institution and the Coordinator, will coordinate the activities carried out at his/her institution and will report to the Coordinator.

The Partner shall respect all the rules and obligations set forth in the Grant Agreement. In addition, the Partner shall:

- commit themselves to do everything in their power to foster the implementation of the Project;
- support the Coordinator to fulfil his or her task according to the Grant Agreement;
- provide the Coordinator without any delay with any information needed to draw up the Intermediate report and the Final Report, react to any request by the Executive Agency, or provide any further information needed by the Coordinator;
- inform the Coordinator about any circumstances that could lead to a temporary or final discontinuation of the Project;
- maintain either a separate accounting system or an adequate accounting code for all transactions related to the Project;
- inform the Coordinator of the details of the bank account where the part of the Executive Agency contribution shall be transferred by the Coordinator. Inform the Coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address, legal representative, or replacement of the project contact person, changes in partner's budget, deviations from workplan etc.;
- complete the activities foreseen for each reporting period of the Project implementation;
- have the expenditures incurred and paid in the given reporting period defined in Article 6 of this PA and submit the supporting documents on validation of expenditures to the Coordinator. The expenditure of the Partner not covered by supporting documents on validation of expenditure in the given reporting period can be requested only for the next reporting deadline following the reporting period concerned;
- comply with Erasmus+ and national rules, including rules on procurement, state aid, publicity and equal opportunity;
- be responsible for the sound financial management of the funds allocated to the Project part;
- agree with the other partners of the Project before submission of any request for amendment of the Grant Agreement to the Executive Agency;

3.3 Obligations of the Coordinator and the Partner

The Partner is directly and exclusively responsible to the Coordinator for the due implementation of its respective contribution to the Project and for the proper fulfilment of its obligations as set out in this PA. Should the Partner not fulfil its obligations under this PA in due time, the Coordinator shall admonish him to fulfil them within a reasonable period of time. The Partner will undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the Coordinator may decide to debar the Partner concerned from the Project with the approval of the other partners. The Executive Agency shall be promptly informed of such an intended decision by the Coordinator and the change in the partnership has to be approved by the Executive Agency according to the provisions of the Grant Agreement.

The Partner shall take financial responsibility for the EU contribution and their own prospective contribution to the Project.

In case of irregularities the Coordinator bears the overall responsibility towards the Executive Agency for the repayment of the amounts unduly paid. By way of derogation from this principle, if the irregularity is committed by the Partner, the concerned Partner shall repay to the Coordinator the amounts unduly paid.

If the Partner fails to pay by the date set by the Coordinator, the sum due shall bear interest at the rate applied by the European Central Bank for its main refinancing operations in Euros, plus three and a half points.

3.4 Steering Committee

This consists of the Coordinator and the S.P.I.D.E.R contact persons from each partner institution. The Steering Committee ("SC") assignments include the overall coordination, strategic planning, decision making and approval of activities related to the preparation, implementation and evaluation of the mobility.

Meetings: The Chairperson of each meeting shall be the SC member coming from the host university. The Chairperson and the Coordinator will jointly prepare in advance the agenda of the meeting which will be reviewed by the other members and released and circulated by the Chairperson. Members and/or deputy members will attend the meetings.

The Chairperson will take minutes of the meeting and send the minutes for comments to the SC members within 15 working days. If no objections are raised within 10 working days the minutes shall be considered approved.

Decision making: At each SC meeting no less than two-thirds of the members shall constitute a quorum. Decision-making will be qualified if there is a majority (greater than 60%) among the present members (one vote per member institution).

Should the Coordinator have profound objections concerning the compliance of a decision taken with the Grant Agreement or the legal basis of the Erasmus+ programme, the decision shall be frozen until the Coordinator has clarified the matter with the Executive Agency. If no compliance should be asserted the decision will be cancelled.

4. Financial Management

The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to EUR 182.764,00 and shall take the form as stipulated in Annex II of the Grant Agreement.

At the end of the Project the spent amounts may be lower than those initially planned if the real expenses are lower than the real ones. They shall under no circumstance exceed the stated expenses.

The final amount paid to the Partner by the Coordinator will be defined only once the total ERASMUS+ grant has been confirmed by the Executive Agency (according to the Grant Agreement) after the end of the Project.

Reporting

Interim report - the Coordinator have to submit to the Executive Agency by 30. 9. 2020 interim report on the implementation of the project for the reporting period from the beginning of the implementation of the project to 31.8.2020.

Final report - the Coordinator have to submit to the Agency by 30. 10. 2021 final report on the implementation of the project. The Partner must submit all relevant documents to the Coordinator by 30. 9. 2021 at the latest. All relevant documents will be uploaded to the Project's on-line shared storage.

4.1 Staff costs

The Project funds intended for covering the staff costs and equipment will be transferred to the Partner's account for eligible activities that fully comply with the Work plan only, in accordance with the Grant Agreement and project performance. The Coordinator shall therefore pay the Partner for the work completed satisfactorily according to the description and schedule of this work.

For each employee paid from the ERASMUS+ funds the Partner submits to the Coordinator:

- Staff Conventions and time sheets documenting the nature and extent of the work for the project paid from the ERASMUS+ funds or co-financed by the Partner;
- a copy of the employment contract documenting the existence of an upright formal employment relationship between the partner and the employee during the period of working for the ERASMUS+ project;
- copies of transaction records (transfer vouchers) documenting the salary payment transactions.

Payment to the Partner covering the **staff costs** shall be made according to the following planned schedule:

- First instalment of pre-financing: the Coordinator will transfer the amount of 11304 EUR calculated as 60% of the Partner's budget category Intellectual Outputs (7704 EUR) and Project management and implementation (3600 EUR) within 20 working days after the signing of the present PA provided that the Coordinator has received the pre-financing from the Executive Agency and the bank details are correctly provided by the Partner.
- Second instalment of pre-financing: the Coordinator will transfer the amount 3768 EUR calculated as 20% of the Partner's budget category Intellectual Outputs (2568 EUR) and Project management and implementation (1200 EUR). The Partner must provide eligible and full supporting documentation on the Project expenditures (category Intellectual Outputs and Project management and implementation) of at least 70% of the first instalment provided that the Coordinator has received the pre-financing from the Executive Agency and the bank details are correctly provided by the Partner. Then the Coordinator transfers the amount without undue delay.



- **Balance payment:** all outstanding payments to cover actual eligible expenditures that have not been received in the previous instalments (see above), taking into account the co-financing share, will be paid to the Partner within 20 working days after the Coordinator receives the final payment from the Executive Agency, on condition that the Partner has provided the requested supporting documentation. If the actual eligible expenditure is lower than previously received instalments and parts of the funds have not been used by the end of the Project, these funds are to be reimbursed to the Coordinator at the end of the Project. If the Partner fails to pay by the date set by the Coordinator, the sum due shall bear interest at the rate applied by the European Central Bank for its main refinancing operations in Euros, plus three and a half points.
- **Each employee is obliged to fulfil the Timesheet (ANNEX IV) where indicating dates of working days, numbers of hours worked, chooses category and code of output with description of activity. Timesheets must be delivered as a signed and scanned copy to the Coordinator every 6 months (28.2.2020, 31.8.2020, 29.2.2021, 31.8.2021).** Without timesheets, these costs cannot be claimed as eligible. Partners must keep original documents of all supporting staff and must be capable to prove the wages payment to each employee.

4.2 Costs of stay and Travel costs

The Project funds intended to cover the costs of stay and travel costs will be solely managed by the Coordinator. As such, they will be used strictly for the payments covering the costs of stay and travel costs of all of the partners that incurred during the course of the Project and that are related to the meetings, seminars and other events/activities connected directly to the Project itself. Therefore, there won't be any funds covering the costs of stay and travel costs transferring to the Partner's account unless previously arranged with the Coordinator.

The Coordinator has the right to manage and appoint/recommend primarily the transports and accommodation for Partners to each event. The Coordinator will not pay these costs from own budget. Each Partner will cover these costs from their own budget and will submit the costs to Coordinator for reimbursement within 40 working days after the event. The Coordinator will send the reimbursement within 20 working days after final approval of the proved costs within the Individual Travel Report(s), ANNEX III of the Partnership Agreement.

Maximum amount paid for Travel costs are specified in the Annex IV of the Grant agreement (see Annex I.III of the Partnership Agreement).

4.3 Subcontracting Costs

The placing of sub-orders (e.g. translations, evaluations) must be approved by the Coordinator. In case that they are pre-financed by the partner, the refund requires, that the expenses are in line with the Grant Agreement and with the Guidelines for the use of the grant. All required financial documentation has to be submitted to the Coordinator within 40 working days after after the expenses occurred. Only expenditure in accordance with the project, declared eligible by Erasmus+ and for which supporting documents have been provided, will be financed. The Coordinator will send the reimbursement within 20 working days after final approval of the proved costs.

4.4 Other issues

If the Executive Agency should – based on the provisions of the Grant Agreement – request the repayment of the EU contribution from the Coordinator, the Coordinator shall ask the partner that has caused the irregularity resulting in repayment of the EU contribution unduly paid according to the request of the Executive Agency.

The partner affected has to return the requested EU contribution to the Coordinator, together with the interests that are charged to the Coordinator or to any member of the consortium as a result of irregularities caused by the Partner.

The partner affected must respect the deadline given by the Executive agency to the Coordinator for the repayment of the EU contribution. The partner must transfer the requested EU contribution together with the interests chargeable to the Coordinator 30(thirty) days before the abovementioned deadline.

5. Accounting, Report keeping and Reporting

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

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

- Accept liability for the adequate and orderly accounting of this project according to the rules and regulations of the Grant Agreement of this project
- 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 PA for which the Partner is responsible. Any costs which will be assessed as ineligible by the Executive Agency within their final report assessment must be reimbursed by the Partner to the Coordinator who confirms they will forward the ineligible amount to the Executive Agency.
- Make available any documentation on the Project finance and activities required by the Executive Agency
- Keep records of any expenditure incurred under the Project and all proof and related documents for **five years** after the final balance payment.

The Coordinator will provide the Partner with appropriate forms for the declaration of the expenses and the respective instructions for their completion. The Partner must respect the reporting deadlines of the Grant Agreement and submit his Partner Report and supporting documents on validation of expenditures to the Coordinator in due time as requested by the Coordinator within 10 working days.

The Partner Report should be in Euros. The Partner shall convert the total expenditure into Euros in the list of invoices incurred in the national currency before submission for validation. The expenditures shall be converted into Euros using the accounting exchange rate established by the Commission in the month in which the transfers from the Executive Agency are received in the Coordinator's account.

Practically this means that:



- From the start of the eligibility period until the day that the second pre-financing is received, the rate of the month in which the first pre-financing was received should be applied
- From the date when the second pre-financing is received until the end of the eligibility period, the rate of the month in which the second pre-financing was received should be applied

The official exchange rate of the Commission can be found here:

http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm

6. Audit

For Audit purposes the Partner shall:

- Keep at their disposal all original documents, especially accounting and tax records, or in exceptional and duly justified cases, certified copies of original documents relating to the Grant Agreement for a period of 5 years from the date of payment of the balance specified in the Grant Agreement
- Enable the responsible auditing bodies to audit the use made of the grant
- Give these authorities any information about the Project they request
- Give them access to the accounting books and accounting documents and other documentation related to the Project, whereby the auditing body decide on this relation.
- Give them access to their sites and business premises during the ordinary business hours and also beyond these hours by arrangement
- Provide the Coordinator with any information needed related to such an audit without any delay.

7. Promotion and communication

Several means of communication are being used to promote the Project. In order to give a unique identity and image to the Project, a special logo has been designed. The logo (see Annex V of the Partnership Agreement) will be used by both the Coordinator and the Partner in all the promotional material and the documents of the Project. The Project will be initially promoted through the S.P.I.D.E.R. website created especially for the Project, Higher Education conferences.

8. Termination

In the event that the Partner fails to perform any obligations under this PA or Grant Agreement, the Coordinator may terminate or cancel this PA. If the Partner or Coordinator breaches the terms of the PA the other party shall have the right to terminate this PA.

The Coordinator shall have the right to terminate the PA if the Partner has made a false declaration to the Coordinator on work carried out or on expenditures. If the PA is not terminated, the Coordinator may require of the Partner to reimburse all or part of the payments made under this PA.

In the event that Partner enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors the other Partners shall, subject to approval by the

Commission, be entitled to take over the fulfilment of such Partner's obligation and to receive subsequent payments under the EU Contract in respect thereof.

The grant is governed by the terms of the Grant Agreement and the applicable rules of the EU.

9. Liability

The Party (the Partner/the Coordinator) shall be liable for any loss or damage that it causes to the other partner or to third parties. The partners shall not, however, be held liable for any indirect or consequential loss or damage that they may have caused to each other in connection with the Project. The upper limit for each partner's liability towards another partner equals in all cases the amount of EUR 10000, unless loss or damage is caused by wilful misconduct or gross negligence.

The Partner shall be solely liable for any loss, destruction, damage, death or injury to the persons or property of the Partner or of the Partner's employees or of third parties resulting directly or indirectly from performance of the work under the PA.

The Partner shall indemnify the Coordinator and any other partner against any claim made against or liability incurred by the Coordinator in respect of any infringement by the Partner of any copyright or other industrial property right or any statutory protection in respect of any report or other material supplied by the Partner to the Coordinator pursuant to the PA.

The Coordinator is not required to provide insurance cover to persons organising the activities undertaken by the Partner under the PA.

10. Avoiding Conflicts of Interest

The Coordinator and the Partner undertake to take all the necessary measures to prevent any risk of conflicts of interests which would affect the impartial and objective performance of the PA and Grant 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. The beneficiaries must inform the Commission and Executive agency without delay of any situation constituting or likely to lead to a conflict of interests and take immediately all the necessary steps to rectify this situation. Each party of this agreement shall inform the other party about the actual or potential conflict of interests that was reported to Commission within 24 hours after it was reported to the Commission.

11. Force majeure

If the partner is prevented or delayed in the performance of any of its obligations hereunder by any event beyond the reasonable control of that partner including but not limited to Acts of God, strikes, lockouts or other industrial action, civil commotion, war, fire, flood, or political interference then it shall notify the Coordinator of the circumstances and shall be excused from performing those obligations for so long as the event constituting force majeure shall continue. If the event continues for longer than 90

days, the parties to this Agreement shall consult to see how best to continue to perform their obligations under this PA.

12. Ownership/use of the results

Project results as well as any intellectual property rights are owned by the partner whose employee or other personnel created or invented those or, if the partner recognizes the "professor's privilege", the originator of the Project results at the partner.

Results as well as any intellectual property rights created or generated jointly by two or more partners shall belong jointly to the partners (or, when applicable, the originator at the partners or one partner and the originator at the other partner) concerned in proportion to the shares of inventor/authorship. The partners (and/or, when applicable, the originators) concerned shall agree separately in writing on the detailed conditions for using their joint ownership. Each partner has the right to non-commercial use of the results of the Project. This right is perpetual and free of any charge.

13. Confidentiality

The Coordinator and the Partner must treat as confidential all information acquired in connection with the PA and must use all reasonable effort to ensure that they do not disclose to any person, any document, information or other material directly related to the subject of the Grant Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party or any information of technical, commercial or financial nature or otherwise relating in any manner to the execution of the Project, except in the circumstances detailed in the following paragraph below.

The above clause relating to confidentiality shall remain in force beyond the expiry date of the Grant Agreement but shall not in any case be deemed to extend to any information which the receiving party can show

- was at the time of receipt published or otherwise generally available to the public;
- has after receipt by the receiving party been published or become generally available to the public otherwise than through any act or omission on the part of the receiving party;
- was already in the possession of the receiving party at the time of receipt without any restrictions on disclosure;
- was rightfully acquired from others without any undertaking of confidentiality imposed by the disclosing party;
- was developed independently of the work under the Grant Agreement by the receiving party;
- must be publicly disclosed by reason of legal, accounting or regulatory requirements beyond the reasonable control, and despite the reasonable efforts to restrict such disclosure, of the receiving party.

The above clause relating to confidentiality shall not be deemed to extend to academic publications and public presentations provided that information beyond the general framework of the Project deliverables and the characterisation of single test items is not disclosed. However, the Coordinator shall be notified of any intention on the part of the Partner to produce such publications and make such presentations.

14. Publicity

Unless the Executive Agency through the Coordinator requests otherwise, any communication or publication by the Partner about any action, including at a conference or seminar, shall indicate that the action is carried out 'with the support of the Erasmus+ programme of the European Union'. Students and academic staff involved in the mobility should be informed that their mobility is funded with the support of the Erasmus+ programme of the European Union.

Any communication or publication by the Partner, in any form and medium, shall indicate that sole responsibility lies with the author and that the Executive Agency is not responsible for any use that may be made of the information contained therein.

The detailed instructions and logos to be used for the Project purposes are available on https://eacea.ec.europa.eu/about-eacea/visual-identity_en.

15. Assignment

The Partner shall not without the prior written consent of the other partners, assign or otherwise transfer partially or totally any of its rights and obligations under this PA. This provision shall not apply when such assignment or transfer is in favour of an Executive Agency or the Coordinator of the Project.

16. Modification of the PA

Changes or amendments to the PA shall be approved by both Parties to the PA and become effective when signed by authorised representatives of both Parties.

17. Settlement of Disputes and Applicable Law

This PA shall be governed and interpreted by the laws of the Czech Republic without giving effect to its conflict of legal provisions. In the event of any controversy, claims or disputes arising out of or relating to any provision of this PA, the Parties shall try to settle those conflicts amicably between themselves within ninety (90) days calculated from the date of receipt of the request for negotiations. After failing such amicable settlement, the matter of dispute shall be resolved by the District Court or Regional Court in accordance with the seat of Masaryk University, and in accordance with the jurisdiction of the court.

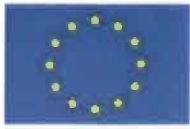
18. Language

This PA is drawn up in English which language shall govern all documents, notices and meeting for its application and/or extension or in any other way relative thereto.



Annexes

- Annex I - Grant Agreement: A copy of the Grant Agreement signed between the Masaryk University and the Executive Agency, acting under powers delegated by the Commission of the European Communities (Czech version)
- Annex I - Grant Agreement: A translated copy of the Grant Agreement between the Masaryk University and the Executive Agency, acting under powers delegated by the Commission of the European Communities (English version)
 - I.I General Conditions
 - I.II Multi-Financial and contractual rules
 - I.III Applicable rates
- Annex II – Project application
- Annex III – Individual Travel Report
- Annex IV – Timesheet
- Annex V - Logo of the S.P.I.D.E.R project



Erasmus+

Signatures

We, the undersigned, declare that we have read and accepted the terms and conditions of this contract as described above, including the annexes thereto.

For the Coordinator:

Masarykova univerzita

Prof. MUDr. Martin Bareš, Ph.D.

Name of the legal representative

Rector

Position

3.12.2019 BRNO

Date and Place

For the Partner:

Cardiff University

Dr David Bembo

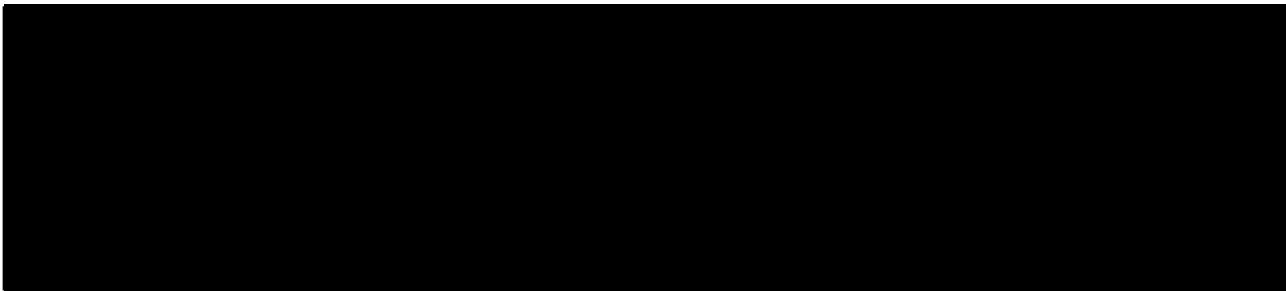
Name of the legal representative

Director Research & Innovation Services

Position

11/11/2019 Cardiff, UK

Date and Place



Signature

Stamp of the institution



Signature

Stamp of the institution

