



ERASMUS+ PROGRAMME

STRATEGIC PARTNERSHIPS (KEY ACTION 2)

AGREEMENT NUMBER 2019-1-SK01-KA202-060759

CONTRACT BETWEEN THE COORDINATOR AND THE CO-BENEFICIARY (THE PARTNER)

This Partnership Agreement shall govern relations between:

**ACADEMIA ISTROPOLITANA NOVA (AINova)**

*Prostredná Str. 47/a, 900 21 Svätý Jur, Slovakia,*

hereafter referred to as "the Coordinator",

*Identification Number: 31755976,*

represented by [REDACTED]

on the one hand

and

**UNIVERZITA PARDUBICE (UPa)**

*a higher education institution established by law,*

*Faculty of art restoration,*

*Studentská 95, 532 10 Pardubice, Czech Republic,*

*Identification Number: 00216275,*

*VAT Number: CZ00216275,*

hereafter referred to as "the Co-beneficiary",

represented by *Mr. Jiří Málek, Rector*

on the other hand,

Which have agreed as follows:

**Article 1 / Subject**

- 1.1. The Coordinator and the Co-beneficiary commit themselves to carrying out the work programme covered by this contract, for the project entitled "*International Cooperation for Professional Training in Heritage Conservation*", under the ERASMUS+ Programme, Key Action 2 - Strategic Partnerships for Vocational Education and Training. This work programme comes under the Grant Agreement number **2019-1-SK01-KA202-060759** concluded between the Coordinator and SAAIC - Slovak Academic Association for International Cooperation (the Slovak National Agency).
- 1.2. The maximum grant of the project for the contractual period referred to by the Agreement number **2019-1-SK01-KA202-060759**, is estimated at **299 365 EUR**.

- 1.3. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project under the Agreement number **2019-1-SK01-KA202-060759** signed between the Coordinator and SAAIC - Slovak Academic Association for International Cooperation.
- 1.4. The subject matter of this contract and the related work programme are detailed in the annexes, which form an integral part of this contract and that each party declares to have read and approved.

## **Article 2 / Duration**

- 2.1. The project referred to in Article 1 has duration of **24 months**. It starts on **December 1, 2019** and ends on **November 30, 2021**.
- 2.2. This contract enters into force on the date of signature by the last of participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in the article 6, paragraph 1.
- 2.3. The period of eligibility of the costs starts on **December 1, 2019** and finishes on **November 30, 2021**.
- 2.4. On the side of the Co-beneficiary, the contract becomes effective on the date of its publishing in the Register of Contracts pursuant to Act N. 340/2015 Sb. on the Register of Contracts. The parties further agree that any mutually provided performance related to the performance of the contract subject before the contract is entered into the Register of Contracts shall be regarded as performance under this contract.

## **Article 3 / Obligations of the Coordinator**

The Coordinator is obliged:

- 3.1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement concluded between SAAIC - Slovak Academic Association for International Cooperation and the Coordinator;
- 3.2. to send to the Co-beneficiary a copy of the Agreement number **2019-1-SK01-KA202-060759** and its annexes concluded with SAAIC - Slovak Academic Association for International Cooperation, of the Financial and Contractual Rules, of the various reports and of any other official documents concerning the project;
- 3.3. to notify and provide the Co-beneficiary with any amendment made to the Agreement number **2019-1-SK01-KA202-060759** concluded with the SAAIC - Slovak Academic Association for International Cooperation;
- 3.4. to define in conjunction with the Co-beneficiary the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights;

- 3.5. to comply with all the provisions of Agreement number **2019-1-SK01-KA202-060759** binding the Coordinator to SAAIC - Slovak Academic Association for International Cooperation.

#### **Article 4 / Obligations of the Co-beneficiary**

The Co-beneficiary is obliged:

- 4.1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement number **2019-1-SK01-KA202-060759** concluded between SAAIC - Slovak Academic Association for International Cooperation and the Coordinator;
- 4.2. to comply with all the provisions of Agreement number **2019-1-SK01-KA202-060759** binding the Coordinator to SAAIC - Slovak Academic Association for International Cooperation;
- 4.3. to communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project;
- 4.4. to accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.5. to define in conjunction with the Coordinator the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

#### **Article 5 / Financing**

The maximum grant of the Co-beneficiary for the period covered by this contract is estimated at **92 530 EUR**. The Co-beneficiary's detailed budget is described in the annexes to this contract.

#### **Article 6 / Payment Arrangements and Internal Reporting**

- 6.1. The Coordinator commits himself to carrying out payments relating to the subject matter of this contract to the Co-beneficiary according to the achievement of the tasks and according to the following schedule:

1<sup>st</sup> payment:

An initial advance **18 506 EUR**, or **20 %** of the grant within **15 days** of signing the Partnership Agreement.

2<sup>nd</sup> payment:

A second instalment **18 506 EUR**, or **20 %** of the grant will be paid once the Co-beneficiary have sent **the first six-month monitoring report** to the Coordinator. The report is to be sent by **June 15, 2020** at the latest (referring to the project period starting in *December 1, 2019 and ending in May 31, 2020*).

3<sup>rd</sup> payment:

A third instalment **18 506 EUR**, or **20 %** of the grant will be paid once the Co-beneficiary have sent *the second six-month monitoring report* to the Coordinator and the next instalment from SAAIC has been received by the Coordinator. The report is to be sent by **December 15, 2020** at the latest (referring to the project period starting in *June 1, 2020 and ending in November 30, 2020*).

4<sup>th</sup> payment:

A fourth instalment **18 506 EUR**, or **20 %** of the grant will be paid once the Co-beneficiary have sent *the third six-month monitoring report* to the Coordinator. The report is to be sent by **June 15, 2021** at the latest (referring to the project period starting in *December 1, 2020 and ending in May 31, 2021*).

5<sup>th</sup>/final payment:

The Co-beneficiary is obliged to send *the last (fourth) six-month monitoring report* to the Coordinator by **December 15, 2021** at the latest (referring to the project period starting in *June 1, 2021 and ending in November 30, 2021*). The Co-beneficiary is also obliged to send all necessities to compile *the Final Report*. The balance up to **20 %** will be paid once the Co-beneficiary's contractual agreements have been fully met, all the necessary supporting documentation has been submitted to the Coordinator and SAAIC - Slovak Academic Association for International Cooperation has approved the Final Report and has sent the remaining sum of the grant.

- 6.2. The Coordinator reserves the right to withhold the above mentioned instalments and the balance and demand a refund of the amounts already paid if the reports is presented after the deadlines.
- 6.3. All payments shall be regarded as advances pending explicit approval by SAAIC – Slovak Academic Association for International Cooperation of the final report including approval of the eligibility of the costs, the corresponding cost statement and the quality of the results of the project.

#### **Article 7 / Bank account**

Funds allocated to the Co-beneficiary will be paid to the following bank account opened in the name of the Co-beneficiary:

Name of bank: Komerční banka, a.s.

Address: pobočka Pardubice

Account holder: Univerzita Pardubice

Full account number (including bank codes): [REDACTED]

[REDACTED]

#### **Article 8 / Reporting to SAAIC - Slovak Academic Association for International Cooperation**

- 8.1. The Co-beneficiary shall provide the Coordinator with any information and documents 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 **December 15, 2020** at the latest. The Coordinator is obliged to send the interim report to

SAAIC - Slovak Academic Association for International Cooperation by *December 31, 2020* at the latest.

- 8.2. The Co-beneficiary shall provide the Coordinator with any information and documents 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 ***December 15, 2021*** at the latest. The Coordinator is obliged to send the final report to SAAIC - Slovak Academic Association for International Cooperation *within 60 days* after the end of the end of the project.

#### **Article 9 / Monitoring and supervision**

- 9.1. The Co-beneficiary shall provide without delay the Coordinator with any information that the latter may request from him concerning the carrying out of the work programme covered by this contract.
- 9.2. The Co-beneficiary shall make available to the Coordinator any document making it possible to check that the aforementioned work programme is being or has been carried out.

#### **Article 10 / Liability**

- 10.1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this contract, 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.
- 10.2. The Co-beneficiary shall protect SAAIC - Slovak Academic Association for International Cooperation, the Coordinator and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract, to the extent that these damages are not due to the serious or intentional negligence of SAAIC - Slovak Academic Association for International Cooperation, the Coordinator or their personnel.

#### **Article 11 / Termination of the contract**

- 11.1. The Coordinator may terminate the contract if the Co-beneficiary 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 Co-beneficiary by registered letter has remained without effect for one month.
- 11.2. The Co-beneficiary shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.
- 11.3. In case of termination of the contract, the Co-beneficiary is obliged to return all unused advances already paid by the Coordinator. The Co-beneficiary is obliged to hand in all products or deliverables it is working on and to provide a report on its finances and activities that will feed into the Interim or Final Report.



## **Article 12 / Jurisdiction clause**

- 12.1. The parties will make an effort to settle any disputes arising from this contract out of Court. Failing amicable settlement, the Courts of Bratislava shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
- 12.2. The law applicable to this contract shall be the law of the Slovak Republic.

## **Article 13 / Amendments or additions to the contract**

Amendments to this contract shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this contract.

## **Article 14 / Information and Publicity**

- 14.1. Any publicity measure undertaken by any of the Project Partners must follow the rules applicable to the visibility of EC Erasmus + Programme.
- 14.2. Information and publicity measures will be coordinated among the Partners. The Partner (Co-beneficiary) is equally responsible to promote the fact that financing is provided from the European Union funds in the framework of the ERASMUS+ Programme and to ensure the appropriate publicity of the Project.
- 14.3. The Partner (Co-beneficiary) takes note of the fact that the results of the Project as well as the intellectual outputs produced in the course of the Project will be made available to the public; the Partner agrees that the results of the Project shall be available for all Partners and for the public free of charge.

## **Article 15 / Other Provisions**

- 15.1. The working language of the Project shall be English.
- 15.2. Regarding the processing of personal data, any personal data included in the contract shall be processed by the Coordinator according to the provisions laid down in national law. Such data shall be processed solely for the purposes of the implementation, management and monitoring of this contract and Grant Agreement **2019-1-SK01-KA202-060759**, without prejudice to possible transmission to the bodies charged with the monitoring or inspection tasks in application of national law.
- 15.3. The Co-beneficiary shall have the right of access to its personal data and the right to rectify any such data. Should the Co-beneficiary have any queries concerning the processing of its personal data, it shall address them to the Coordinator.
- 15.4. The access to data that the Co-beneficiary grant to its personnel shall be limited to the extent strictly necessary for the implementation, management and monitoring of this contract and the Agreement **2019-1-SK01-KA202-060759**.

## Annexes

- Annex 1 The Project Proposal – as submitted and approved by SAAIC - Slovak Academic Association for International Cooperation
- Annex 2 Copy of Agreement number **2019-1-SK01-KA202-060759** between Coordinator and SAAIC - Slovak Academic Association for International Cooperation

For the **Coordinator**,

The legal representative

Signature: [REDACTED]

[REDACTED]  
Member of the Management Board  
Adademia Istropolitana Nova  
Slovakia

Signature: [REDACTED]

[REDACTED]  
Member of the Management Board  
Adademia Istropolitana Nova  
Slovakia

Date: 19. 3. 2020

Done at: PUĽTÝ TUR

For the **Co-beneficiary**,

The legal representative

Signature: [REDACTED]

Mr. Jiří Málek  
Rector  
Univerzita Pardubice  
Czech Republic



Date: 03. 03. 2020

Done at: PARDUBICE