



## PARTNERSHIP AGREEMENT

CONCERNING THE ERASMUS + STRATEGIC PARTNERSHIP PROJECT

Under the Union programme for education, training, youth and sport<sup>1</sup>

**AGREEMENT No – 2016-1-CZ01-KA203-024040 – P1 UNIVERZITA PALACKÉHO V OLOMOUCI**

Moravská vysoká škola Olomouc, o.p.s.,  
registration No 26867184,  
Tř. Kosmonautů 1288/1, 779 00 Olomouc, Czech Republic,  
hereinafter referred to as “**the Beneficiary**”, represented by its director, RNDr. Josef Tesařík,

on the one part,

and

Univerzita Palackého v Olomouci,  
registration No. 61989592,  
Křížkovského 8, 771 47 Olomouc, Czech Republic,  
hereinafter referred to as “**the Partner**”, represented by its rector, prof. Mgr. Jaroslav Miller,  
M.A., Ph.D.,

on the other part,

both together referred to as “the Parties”,

HAVE AGREED

to implement the project “**Spatial exploration of economic data – methods of interdisciplinary analytics**” under the Erasmus+ Programme, Key Action 2: Strategic Partnerships, hereinafter referred to as “the Project”, as follows:

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<sup>1</sup> 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.

## **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 **2016-1-CZ01-KA203-024040** concluded between the **Beneficiary** and the **National 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 **2016-1-CZ01-KA203-024040** 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 **2016-1-CZ01-KA203-024040** is estimated at **184 070 EUR**.
- 1.4. The final financial contribution shall depend on the evaluation of the quality of the results of the project No **2016-1-CZ01-KA203-024040** pursuant to the *Financial and Contractual Rules* which is Annex III of the Agreement **2016-1-CZ01-KA203-024040**, 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 **01/09/2016** and ends on **31/08/2019**.
- 2.2. This agreement enters into force on the date of signature by the last of both Parties to the agreement and 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 **01/09/2016** and finishes on **31/08/2019**.

## **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 No **2016-1-CZ01-KA203-024040** concluded with the **National Agency**;
- 3.4. 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;
- 3.5. to comply with all the provisions of Agreement No **2016-1-CZ01-KA203-024040** 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 Agreement No **2016-1-CZ01-KA203-024040** concluded between the **National Agency** and the **Beneficiary**;
- 4.2. to comply with all the provisions of Agreement No **2016-1-CZ01-KA203-024040** binding the **Beneficiary** to the **National Agency**;
- 4.3. to communicate to the **Beneficiary** 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 **Beneficiary**, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.5. 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 insurance coverage is provided to participants involved in mobility activities abroad

#### **Article 5 – Financing**

- 5.1. The total costs to be committed by the **Partner** for the period covered by the Project is estimated at **38 506 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 **2016-1-CZ01-KA203-024040**;
  - (b) financial rules as specified in Annex III of the Agreement No **2016-1-CZ01-KA203-024040**;
  - (c) estimated partner budget as specified in Annex I of this agreement.

#### **Article 6 – Budget transfers**



6.1. Without prejudice to Article II.13 of the *General Conditions* of the Agreement No 2016-1-CZ01-KA203-024040 and provided that the Project is implemented as described in Annex II, 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.13 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, 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 I.

### Article 7 – Payments

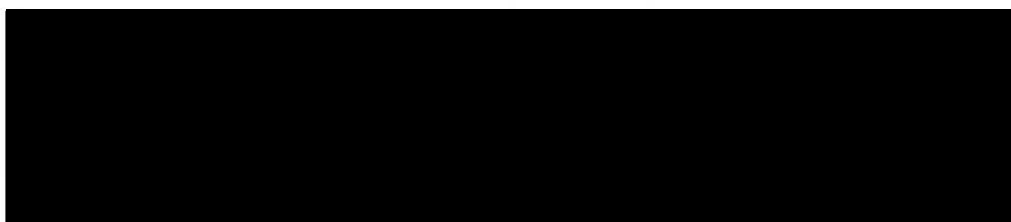
7.1. The **Beneficiary** commits itself to carrying out payments relating to the subject matter of this agreement to the **Partner** according to the fulfilment of the tasks and according to the following schedule:

1 <sup>st</sup> payment	40 %	Within 30 calendar days after signing this agreement.
2 <sup>nd</sup> payment	30 %	Within 60 calendar days after first 18 months of the project.
Final payment		Within 30 calendar days after receiving the final payment from the <b>National Agency</b> on the condition that the <b>National Agency</b> 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 – Bank account



### 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 31/01/2018 and 31/10/2018 at the latest.

1. 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 30/09/2019* at the latest.
2. The required information and documentation within the Project shall be provided in English.

#### **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.
- 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.

#### **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**

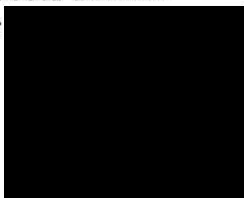
Amendments to this agreement shall be made only by a supplementary Agreement signed on behalf of each of the Parties by the signatories of this agreement.

#### **Annexes:**

- Annex I Estimated partner budget
- Annex II Partner's project tasks and responsibilities
- Annex III Description of the Project – sections A.-H. of the project application
- Annex IV General Conditions

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

RNDr. Josef Tesařík  
director



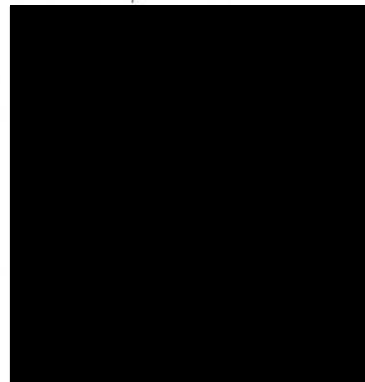
Date: 19 -01- 2017

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

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




Date: 19 -01- 2017



Done in Olomouc, Czech Republic, in two copies.



**ANNEX I – Estimated Partner budget**

Budget items	Euros
Project Management and Implementation	
Transnational Project Meetings	
Intellectual Outputs	
Multiplier Events	
Travel	
Individual Support	
Linguistic support	
Special Needs	
Exceptional Costs	
<b>Total Calculated</b>	

## Project management and implementation

- The partner will establish separate accounting for the project.
- The project management will be set up at the Initial Strategic Partnership Meeting.
- The partner will establish ECTS credit-rated course.
- Regular communication will be maintained between partners. All the potential conflicts and problems will be solved via a virtual Skype-based meetings, at the Strategic Partnership Meetings or during the courses. During the activities where all partners will be present, solutions to obstacles and risks to delivery will be identified and discussed.
- The partner is obliged to monitor and evaluate all activities for which is responsible and inform the Beneficiary regularly (every 6 months) about the progress of the project.
- The evaluation data will be transferred to the Beneficiary and all the project partners and afterwards used to justify the courses contents and teaching methods, improve staff training and individual growth of their competences and presented to the general public (via website and other media).
- The students from the partner's institution will be selected according to their CVs, motivation letters and personal interviews where the knowledge of English will be checked, by the partner itself. The evaluation of each output will be performed immediately after the particular activity by the project team. The stress will be put on students projects that will be evaluated by a couple of project staff members from the partner's institution – one focused on geomatics and one on economics.
- In case of problems with recruitment of participants, other partner will replenish the required number of students with its own students provided that both partners are focused on the same field of study (i.e. Ruhr University Bochum lack of students will be replenished by the students from Palacký University in Olomouc and vice versa). There will be 2 substitutes from each institution ready to join the project activities.
- The partner will be responsible, together with the beneficiary and other project partners, for teaching during the courses; creating curricula materials; presenting thematic sessions; delivering research results and the following indicators: Spationomy methodology; Handbooks, manuals, guides, leaflets, presentations and other curricula materials; Research outputs and Students' projects

## Transnational Project Meetings

See more in the project application.

## Intellectual Outputs

- O1: Spationomy methodology
  - Methodology concept preparation
  - Literature Review
  - Selection of methods addressing the project aims
  - Data acquisition
  - Spatial and economic analyses
  - Data visualization
  - Simulation game-based learning design
  - Video tutorials of methods and real data deployment
  - Staff crosswise proofreading
  - Peer review
  - Technical works
  - Dissemination



- O2: Spationomy learning/teaching material
  - Literature overview
  - Open-data sources
  - Handbooks on quantitative and spatial methods in economy
  - Software manuals
  - Visualization techniques
  - Case studies and applications

All intellectual outputs will be done in cooperation with the beneficiary and other project partners.

## Multiplier Events

See more in the project application.

## Learning/Teaching/Training Activities

### 1. Interdisciplinary Learning Block

- a. Intensive short-term course (**5 days in February 2017, Bochum, Germany**); After that, student groups will work on their projects (deadline in May 2017)
- b. Intensive short-term course (**5 days in February 2018, Maribor, Slovenia**); After that, student groups will work on their projects (deadline in May 2018)
- c. Intensive short-term course (**5 days in February 2019, Olomouc, Czech Republic**); After that, student groups will work on their projects (deadline in May 2019)

### 2. Spationomy SummerSchool

- a. Presentation of the students' projects, intensive lectures - economy, decision making, business informatics, geomatics and game-based learning (7 days in **second half of June 2017, Maribor, Slovenia**)
- b. Presentation of the students' projects, intensive lectures - economy, decision making, business informatics, geomatics and game-based learning (7 days in **second half of June 2018, Olomouc, Czech Republic**)
- c. Presentation of the students' projects, intensive lectures - economy, decision making, business informatics, geomatics and game-based learning (7 days in **second half of June 2019, Bochum, Germany**)

### 3. Scientific Laboratory

- a. Interdisciplinary joint staff training (5 days in the **second half of November 2016, Olomouc, Czech Republic**)
- b. Interdisciplinary joint staff training (5 days in the **second half of November 2017, Bochum, Germany**)
- c. Interdisciplinary joint staff training (5 days in the **second half of November 2018, Maribor, Slovenia**)