



Erasmus+

## PARTNERSHIP AGREEMENT

CONCERNING THE ERASMUS + STRATEGIC PARTNERSHIP PROJECT

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

**AGREEMENT No – 2019-1-CZ01-KA203-061374 – P3 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. Jaroslav Miller,

on the other part,

both together referred to as **“the Parties”**,

HAVE AGREED

to implement the project **“Spatial and economic science in higher education - addressing the playful potential of simulation games”** under the Erasmus+ Programme, Key Action 2: Strategic Partnerships, hereinafter referred to as **“the Project”**, as follows:

<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 **2019-1-CZ01-KA203-061374** 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 thereto 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-KA203-061374** 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-KA203-061374** is estimated at **199 909 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-KA203-061374** pursuant to the *Financial and Contractual Rules* which is Annex III of the Agreement **2019-1-CZ01-KA203-061374**, 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 is fully-executed on the 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. According to the Act No. 340/2015 Coll., On Special Conditions of Effect of certain Contracts, Publication of these Agreements and on the Register of Contracts (Act on the Register of Contracts), as amended, this agreement is subject to obligatory publication in the Register of Contracts. This agreement comes into effect as of the date of its publication in the Register of Contracts in accordance with the aforementioned act. The Partner, which shall ensure publication hereof in the Register of Contracts, shall inform the Beneficiary of the Agreement's publication immediately thereafter using the contact email address of Beneficiary: [REDACTED]

2.4. 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 No **2019-1-CZ01-KA203-061374** 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 **2019-1-CZ01-KA203-061374** 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 **2019-1-CZ01-KA203-061374** concluded between the **National Agency** and the **Beneficiary**;
- 4.2. to comply with all the provisions of Agreement No **2019-1-CZ01-KA203-061374** 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 **31 011 EUR**. However the total amount of the funds depends on the active involvement of the **Partner**.
- 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-KA203-061374**;

- (b) financial rules as specified in Annex III of the Agreement No **2019-1-CZ01-KA203-061374**;
- (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 **2019-1-CZ01-KA203-061374** 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 schedule based on project activities and events. This is upon an individual agreement between them. The payments shall be transferred from the Beneficiary to the Partner 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, or after fulfilling all obligatory rules given by the <b>National Agency</b> .
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 –Unjust enrichment and set-off**

8.1. On the 29<sup>th</sup> January 2020, the Parties entered into a partnership agreement No. 2019-1-CZ01-KA203-061374-P3 concerning the Erasmus+ Strategic Partnership Project under the Union programme for education, training, youth and sport, the subject matter of which was the



regulations of the respective rights and obligations of the Parties with regard to their participation in the project No. 2019-1-CZ01-KA203-061374 (hereinafter referred to as “the PA”).

8.2. The PA was subject to the obligation to be published in the Register of Contracts pursuant to Act No. 340/2015 Coll., On Special Conditions of Effect of certain Contracts, Publication of these Agreements and on the Register of Contracts (Act on the Register of Contracts), as amended. In accordance with Section 6 (paragraph 1) of the Act on the Register of Contracts, the PA would only have become effective had it been published in the Register of Contracts. According to Section 7 (paragraph 1) of the Act on the Register of Contracts, if the contract is not published in the Register of Contracts within 3 months from the day it was concluded, the contract shall be retrospectively cancelled from the beginning ex lege.

8.3. Because none of the Parties has published the PA in the Register of Contracts within the stipulated time limit of 3 months, the PA was, according to Section 6 (paragraph 1) of the Act on the Register of Contracts, cancelled from its beginning and thus all performance effected by the Parties in connection with such cancelled PA is based on no legal cause.

8.4. Despite the fact that PA wasn't published in the Register of Contracts, on the 9<sup>th</sup> March 2020 the Beneficiary made a payment, via bank transfer, in the benefit of the Partner's bank account, in the amount of EUR 12.404,40 as the 1<sup>st</sup> payment pursuant to Section 7 of the PA representing 40 % of estimated partner budget (hereinafter referred to as “the Performance”). Given that the PA was cancelled as stated above in paragraph 8.2. of this Article, the Performance is based on no legal cause.

8.5. According to Section 2991 of the Czech Civil Code, a person who is enriched at the expense of another without a just cause must, to the extent of this enrichment, make restitution to the impoverished person. With respect to the fact that the Beneficiary effected the Performance based on no just legal cause, the Partner is considered to be an unjustly enriched person to the extent of EUR 12.404,40. On the basis of the above, the Parties have agreed the Partner shall retain Performance provided by the Beneficiary and the restitution for the unjust enrichment shall be made by a set-off of the Parties' claims.

8.7. The Parties have stipulated on a set-off of the Partner's claim for 1<sup>st</sup> payment of EUR 12.404,40 arising from Section 7.1. of this agreement against the claim of the Beneficiary for restitution for unjust enrichment of EUR 12.404,40 (hereinafter referred to as “the Set-off”). By the Set-off, both claims become extinguished to the full extent. The effect of the Set-off according to this Section shall occur at the time when this agreement becomes effective.

8.8. The Parties jointly agree that by entering into this agreement, all their rights, obligations, claims and liabilities arising under unjust enrichment within the meaning of this Section have been settled and each Party expressly waives any and all claims and requirements they may have towards each other in connection with their obligations stated in Section 8.7. hereof.

#### **Article 9 – Bank account for payments**

9.1. All payments from the **Beneficiary** to the **Partner** will be transferred to the below mentioned bank account:

Name of the Bank: [REDACTED]  
Address of the Bank: [REDACTED]  
Account holder: Univerzita Palackého v Olomouci  
Account number: [REDACTED]  
IBAN code: [REDACTED]

## Article 10 – Reports

10.1. 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 31/01/2021 and 31/10/2021* 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 30/09/2022* at the latest.

2. The required information and documentation within the Project shall be provided in English.

## Article 11 – Monitoring and supervision

11.1. 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.

11.2. 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 12 – Liability

12.1. 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.

12.2. 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.

12.3. The financial responsibility of each **Partner** shall be limited to the amount received by the **Partner** from the **Beneficiary**.

## Article 13 – Termination of the agreement

13.1. 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.

13.2. The **Partner** shall immediately notify the **Beneficiary**, supplying all relevant information, of any event likely to prejudice the performance of this agreement.

## Article 14 – Jurisdiction clause

14.1. The law applicable to this contract shall be the law of the Czech Republic.



14.2. 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 15 – 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 16 – 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 17 - Miscellaneous

This agreement was made in four counterparts two of which shall be obtained by each party hereto after being fully executed.

This agreement annuls and replaces in the full extent the PA - partnership agreement No. 2019-1-CZ01-KA203-061374-P3, entered into by and between the Parties hereof on the 29<sup>th</sup> January 2020, concerning the Erasmus+ Strategic Partnership Project under the Union programme for education, training, youth and sport, the subject matter of which was the regulations of the respective rights and obligations of the Parties with regard to their participation in the project No. 2019-1-CZ01-KA203-061374.

### Annexes:

- Annex I Estimated partner budget
- Annex II Partner's project tasks and responsibilities
- Annex III Description of the Project
- Annex IV General Conditions (available on Erasmus+ websites for KA2 projects).

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

RNDr. Josef Tesařík

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[Redacted date area]

7. 07. 2020

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

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

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[signature]

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[date] 13 -07- 2020

Done in Olomouc, Czech Republic, in two copies

ANNEX I – Estimated Partner budget

Budget items	Euros
Project Management and Implementation	9 000
Transnational Project Meetings	2 300
Intellectual Outputs	4 929
Multiplier Events	0
Learning, Teaching, Training Activities	14 782
Special Needs Support	0
Exceptional Costs	0
<b>Total Grant</b>	<b>31 011</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 or acknowledge participation on Spationomy 2.0 as part of another 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.
- In case of problems with recruitment of participants, other partner will replenish the required number of students with its own students . 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 indicators as stated in the project proposal (especially as regards the Intellectual Outputs).

## Transnational Project Meetings

See more in the project application. All dates in the proposal are preliminary and are subjects to change.

## Intellectual Outputs

- O1: Spationomy 2.0 Methodology
  - Methodology concept preparation
  - Literature review
  - Selection of spatial-economic methods addressing project aims the most
  - Selection and guidelines of the most successful game round to be included in this methodology
  - Video tutorials of methods
  - Staff crosswise proofreading
  - Technical works (preparation of printed and e-book, Youtube videos,CD/DVD)
  - Dissemination
- O2: Learning and teaching material, including website with edu-platform
  - Literature overview
  - Methods of spatial analysis, modelling, and geovisualization
  - Software manuals (in sense of step-by-step guide for handling specific software)
  - Case studies and applications
- O3: Scientific and Educational Papers
  - Initial brainstorming about possible topics to be investigated

- Formation of working sub-groups from the staff members (based on common topics/interests)
  - Define research questions
  - Collect a data (especially during the VirES cycles), with respect to research ethics
  - Apply qualitative and quantitative methods for data analysis
  - Interpretation of results
  - Writing scientific papers
  - Internal reviews of the manuscripts
  - Discussion and finalisation of the papers
  - Potential presentation on conferences
  - O4: Game Package (Plug and Play)
  - Review of former Spationomy simulation game concept and rounds
  - Updated/modified/justified spatial economic simulation game for the first Summer School (C1)
  - Playtesting and enhancing/extending the simulation game during a Summer School
  - Preparation of a simulation game for Game Con (E1)
  - Improvement of the simulation game based on C1 (C2, C3) and E1 (E2)
  - Creation of the supplementary materials
  - Iteration of steps 3) to 6) during the second and third cycle of the Spationomy 2.0
  - Finalisation of the spatial economic simulation game (plug & play) including the supplementary
  - Material to prepare the final Game Package for the Final Conference (E3)
- All intellectual outputs will be done in cooperation with the beneficiary and other project partners.

## Multiplier Events

See more in the project application. Multiplier events will take place in Utrecht (Netherlands) excluding the final event - Final Conference - which will be held in Olomouc (Czechia). All dates in the proposal are preliminary and are subjects to change

## Learning/Teaching/Training Activities

### 1. Virtual Education and Summer School

- a. Blended mobility for students as the ECTS credit-rated course (physical mobility in duration of **8 days in January/February 2021, Maribor, Slovenia**); Note – this activity was formerly planned on April 2020, but was postponed due to the COVID-19 pandemic and related travel restrictions.
- b. Blended mobility for students as the ECTS credit-rated course (physical mobility in duration of **8 days in May 2021, Olomouc, Czech Republic**);
- c. Blended mobility for students as the ECTS credit-rated course (physical mobility in duration of **8 days in May 2022, Bochum, Germany**);

### 2. Scientific Laboratory 2.0

- a. Interdisciplinary joint staff training (3 days in the **December 2019, Olomouc, Czech Republic; no costs applied**); Note – already organised with NO COSTS to the Beneficiary and the Partner
- b. Interdisciplinary joint staff training (3 days in the **December 2020, Maribor, Slovenia**)
- c. Interdisciplinary joint staff training (3 days in the **December 2021, Bochum, Germany**)

All dates in the proposal are preliminary and are subjects to change