



## PARTNERSHIP AGREEMENT

CONCERNING THE ERASMUS + STRATEGIC PARTNERSHIP PROJECT

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

AGREEMENT No: 2020-1-CZ01-KA203-078201– Partner Spain

**Jihočeská univerzita v Českých Budějovicích**, Identification No OID E10208936, Branišovská 1645/31a - 371 05 České Budějovice - Czech Republic, hereinafter referred to as “**the Beneficiary**”, represented by its rector,

on the one part,

and

**Universidad Pública de Navarra**, Identification No OID E10209047, Campus de Arrosadia - 31006, Pamplona - Spain, hereinafter referred to as “**the Partner**”, represented by its rector,

on the other part,

both together referred to as “the Parties”,

### HAVE AGREED

to implement the project “**Teachers of English for Future Europe (TEFE): EU mobility and employability through the Internationalisation of Teaching Practice**“ 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 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 **2020-1-CZ01-KA203-078201** 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 **2020-1-CZ01-KA203-078201** is **285 199,-EUR**.
- 1.4. The final financial contribution shall depend on the evaluation of the quality of the results of the project No **2020-1-CZ01-KA203-078201** pursuant to the *Financial and Contractual Rules* which is Annex III of the Agreement No **2020-1-CZ01-KA203-078201**, 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 **01/09/2020** and ends on **31/08/2023**.
- 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 **01/09/2020** and finishes on **31/08/2023**.

## 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 **2020-1-CZ01-KA203-078201** 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 **2020-1-CZ01-KA203-078201** 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 **2020-1-CZ01-KA203-078201** concluded between the **National Agency** and the **Beneficiary**;
- 4.2. to comply with all the provisions of Agreement No **2020-1-CZ01-KA203-078201** 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.

#### **Article 5 – Financing**

- 5.1. The total costs allocated to the **Partner** for the period covered by the Project is estimated **34 923,-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.16 of the *General Conditions* of the Agreement No **2020-1-CZ01-KA203-078201**;
  - (b) financial rules as specified in Annex III of the Agreement No **2020-1-CZ01-KA203-078201**;
  - (c) estimated **Partner's budget** as specified in Annex 1 of this agreement.

#### **Article 6 – Budget transfers**

Without prejudice to Article II.10 of the *General Conditions* of the Agreement No **2020-1-CZ01-KA203-078201** and provided that the Project is implemented according to the Project Application, 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. **General rules:**
  - (a) 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 and Exceptional costs.

- (b) Any budget transfer shall result in an increase of maximum 20% of the amount awarded to that budget category.

## 6.2. Co-vid 19 special rules:

- (a) The Parties are entitled to transfer up to 60% of the funds allocated to each of the following budget categories: Multiplier events, Learning/Teaching/Training Activities and Exceptional Costs to any other budget categories with the exception of the Project Management and Implementation budget category, and Exceptional Costs.
- (b) The Parties may transfer from any budget category based on unit contributions up to 10% of the funding for extraordinary expenses in order to cover the costs related to the purchase and / or rental of equipment and / or services necessary for the implementation of virtual activities, even if they were not originally allocated to the budget category of Exceptional costs (subject to the 25% co-funding criteria).
- (c) In case of Learning/Teaching/Training Activities organised **virtually**, the amount of the grant is calculated on the basis of the daily subsistence costs multiplied by the number of virtual days participation and by the number of individuals participating. The total grant available equals to 15% of these unit costs. Days cannot be included in the calculation of subsistence costs to travel before or after the activity.
- (d) Grant support for travel costs is not granted.

## Article 7 – Payments (in EUR)

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 **tasks** the described in Annex 2 of this agreement and according to the **schedule** specified in Annex 1 of this agreement.

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 shall constitute the payment of the amount necessary to balance revenue and expenditure.

## Article 8 – Bank account

Name of the Bank: CaixaBank, S.A

Address of the Bank: Avda. Carlos III 8, 31002 Pamplona

Account holder: Universidad Pública de Navarra CIF nº Q3150012G

Account number: [REDACTED]

IBAN code: ES26 2100 9161 4922 0003 6068

## Article 9 – Reports

9.1. The **Partner** shall provide the **Beneficiary** with any information and document required for the preparation of the interim report, especially with contracts and worksheets of involved person, and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 28/01/2022 at the latest.

9.2. The **Partner** shall provide the **Beneficiary** with any information and document required for the preparation of the final report, especially with contracts and worksheets of involved

person and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 31/08/2023 at the latest.

9.3. 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.

#### **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.8 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**

15.1. The amendments or additions to this Agreement may only be made by a supplementary agreement signed on behalf of each of the Contracting Parties to the signatories to this Agreement.

15.2. This applies with the **exception** of transfers of funds between budget categories in accordance with the article 6, as well as of the changes in the amounts and calendar of payments within each category as specified in Annex 1. These changes will be subject to the formal approval made on behalf of the Contracting Parties by the Project developers.

**Annexes:**

Annex 1 Estimated Partner's Budget Scheme

Annex 2 Partner's Project Tasks and Responsibilities

For the **Beneficiary**, [REDACTED]  
The legal representat

[REDACTED] 23 -12- 2020

Jorge Elso Torralba  
Vice-Rector of Internationalisation and Cooperation

Done in České Budějovice, Czech Republic, in two copies.

## ANNEX 1 – Estimated Partner Spain Budget Scheme

TEFE Budget											
	Profile	Payment Date	Profile	Payment Date	Profile	Payment Date	Profile	Payment Date	Profile	Payment Date	Total Profile
<b>Management Grant</b>	12 months at 250 = 3000 EUR	Dec 2020	12 months at 250 = 3000 EUR	Sept 2021	12 months at 250 = 3000 EUR	Sept 2022					<b>9 000 EUR</b>
<b>Travel Grant</b>	IST01 X 3 staff @ 0 = 0  Due to the circumstances created by the COVID-19 pandemic, IST01 has to be organised virtually. Under the Erasmus+ programme COVID-19 pandemic measures, grant support for travel costs is not granted.	In the quarter following the completion of the event	ISP01 X 7 participants @ 275 = 1925	In the quarter following the completion of the event	ISP02 X 7 participants @ 275 = 1925	In the quarter following the completion of the event	IST03 X 3 staff @ 275 = 825	In the quarter following the completion of the event	ISP03 X 7 participants @ 180 = 1260	In the quarter following the completion of the event	<b>6 600 EUR</b>
<b>Subsistence Grant.</b> Paid to the host institution. Is calculated on the number of individuals travelling from partner institutions to											
	Learning Event	Participants/Accompanying persons	Days - total	Unit cost	Total	Payment date	Budget is calculated on the actual number of participants attending the event from partner institutions. The claim needs to be supported by a signed registration document from all individuals attending indicating their home institution.				<b>7 950 EUR</b>
	IST02	@ 15 participants	75	106	7950	In the quarter following the completion of the event					

the host institution								
<b>Output Grant</b>								
	<b>Output</b>	<b>Grade</b>	<b>Days</b>	<b>Unit Cost</b>	<b>Total</b>	Budget to be drawn down quarterly in arrears and supported by appropriate timesheets.		<b>11 373 EUR</b>
	01	Teacher/Researcher	8	137	1096			
		Technician	0	0	0			
		Admin	0	0	0			
	02	Teacher/Researcher	7	137	959			
		Technician	0	0	0			
		Admin	0	0	0			
	03	Teacher/Researcher	24	137	3288			
		Technician	0	0	0			
		Admin	0	0	0			
	04	Teacher/Researcher	30	137	4110			
		Technician	15	102	1530			
		Admin	5	78	390			
<b>Total project budget allocated to the partner</b>								<b>34 923 EUR</b>



## **Explanation of Rules according to Budget categories**

All grants are subject to the conditions set out in the Erasmus Programme Guide ([https://ec.europa.eu/programmes/erasmus-plus/programme-guide/introduction/how-to-read-programme-guide\\_en](https://ec.europa.eu/programmes/erasmus-plus/programme-guide/introduction/how-to-read-programme-guide_en)). All payments will be calculated on the financial profile, submission and acceptance of appropriate financial records and capped at 80% of profile spend with the exception of the Project Management and Implementation grant that will be paid at 100% as an advance. Grants are a contribution to costs incurred by partners and no liability for full costs incurred will be the responsibility of the managing partner.

### **Project Management and Implementation Grant**

The management grant will be paid in advance by three payments at the outset of each finance year.

Although not exhaustive the grant shall fund project management (e.g. planning, finances, coordination and communication between partners, etc.); small scale learning/teaching/training materials, tools, approaches etc.; virtual cooperation and local project activities (e.g. class-room project work with learners, youth work activities, organization and mentoring of embedded learning/training activities, etc.); information, promotion and dissemination (e.g. brochures, leaflets, web information, etc.).

### **Travel Costs Grant**

Travel Costs grant will be incurred on a unit cost basis per individual traveller (up to an agreed level) based on the Erasmus+ mileage calculator. Contribution to the travel costs of participants, including accompanying persons, from their place of origin to the venue of the activity and return. This also includes necessary travel and medical insurances. Travel costs will be refunded in the following project quarter on submission of copies of all travel and insurance receipts.

### **Individual Support Grant**

Individual support grant will be incurred on a unit cost basis per individual participant, not including host organisation participants based on the Erasmus+ guidance calculator. This grant is to be used to finance all non-travel costs associated with the visit including accommodation, subsistence costs, local travel and miscellaneous venue costs as appropriate.

Unit cost are calculated per day including accompanying persons, during the activity. The budget will reside with the host institution to pay for all the non-travel costs associated with the visit. This will be refunded in the following project quarter following the activity on submission of copies of all receipts and a project registration document confirming attendance and institution of origin.

### **Multiplier Event**

Contribution to the costs linked to national and transnational conferences, seminars, events sharing and disseminating the intellectual outputs realised by the project (excluding costs for travel and subsistence of representatives of participating organisations involved in the project). The grant will be calculated as set out in the Erasmus+ grants calculator and paid to the

organising institution in the quarter following the delivery of the event. This is subject to a signed attendance record of all individuals attending and their home institutions.

### **Intellectual Outputs**

Intellectual outputs/tangible deliverables of the project (such as curricula, pedagogical and youth work materials, open educational resources (OER), IT tools, analyses, studies, peer-learning methods, etc.) Each partner shall create a work plan on how they intend to deliver the output for which they are or jointly are responsible to deliver.

Each partner shall maintain the project timesheet template of individual staff by Intellectual Outputs (01-04), hours, staff grade and short activity description and submit these on a quarterly basis. Payment shall be made in the following quarter.

## **ANNEX 2 – Partner Spain Project Tasks and Responsibilities**

### **Project Management and Implementation**

**Carrying out its duties underpinning the project implementation:**

- **Administration of local project activities**
- **Cooperation with local partners**
- **Promotion of the project and local dissemination of its results**
- **Preparation of necessary materials in local language to be uploaded to Moodle, MS Teams and to the website of the project**
- **Selection and preparation of participants for the Intensive Study Programmes and Intensive Staff Training events**

### **Intellectual Outputs**

**Co-responsibility for Output n° 4 (Communications Strategy and TEFE COIL Platform)**

### **Learning/Teaching/Training Activities**

**Organisation of the Intensive Staff Training in 2021**

