

Erasmus+ KA2

PARTNER AGREEMENT

AGREEMENT NUMBER-2019-1-CZ01-KA203-061386

Working Academics Value Excellence for International Teachers (WAVE-IT)

CONTRACT BETWEEN THE CONTRACTOR AND THE PARTNER

This Partner agreement contract shall govern relations between:

Contractor

Jaroslav Miller

Rector

Univerzita Palackého v Olomouci

(Palacký University in Olomouc)

Křížkovského 8, 771 47 Olomouc

Czech Republic

PIC: 999649506

Erasmus Code: CZ OLOMOUC01

on the one hand,

and

Universitat Autònoma de Barcelona (UAB)

Edifici Rectorat

Plaça Acadèmica s/n - Campus UAB

08193 Bellaterra (Cerdanyola del Vallès)

Spain

represented by [REDACTED]

hereinafter referred to UAB, as acronym of the partner

Erasmus Code: E BARCELO02

on the other hand,

Which have agreed as follows:



Article 1: Subject

The Contractor and the Partner commit themselves to

1. Carrying out the work programme covered by this contract.
This work programme comes under the Agreement **2019-1-CZ01-KA203-061386** concluded between the Contractor (Palacký university in Olomouc) and National Agency of the Czech Republic (Dům zahraniční spolupráce příspěvková organizace, DZS, Na Poříčí 1035/4, 110 00 Praha 1, Czech Republic).
2. The total cost of the project for the contractual period referred to by the Agreement, all financing combined, is estimated at **149 946,00 EUR** (including all taxes and duties).
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project but shall, under no circumstances, give rise to a profit.
4. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project.
5. The subject matter of this contract and the related work programme are detailed in the Application WAVE-IT – annex 1 and Budget in annex 2, which form an integral part of this contract and that each party declares to have read and approved.

Article 2 Duration

1. The project referred to in Article 1 has a duration of 30 months. It starts **01/12/2019** and ends on **31/05/2022** including these days.
2. This contract enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in Article 5.
3. The period of eligibility of the casts starts on **01/12/2019** and finishes on **31/05/2022**.

Article 3: Obligations of the Contractor

The Contractor shall undertake:

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 National Agency of the Czech Republic (DZS) and the Contractor;
2. To send to the Partner a copy of the Agreement (in Czech, will be translated in English).
3. To notify and provide the Partner with any amendment made to the Agreement no 2019-1-CZ01-KA203-061386 concluded with National Agency of the Czech Republic (DZS).
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.
5. To comply with all the provisions of the Agreement binding the Contractor to National Agency of the Czech Republic (DZS).



Article 4: Obligations of the Partner

The Partner shall undertake:

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 National Agency of the Czech Republic (DZS) and the Contractor;
2. To comply with all the provisions of the Agreement binding the Contractor to National Agency of the Czech Republic (DZS).
3. To communicate to the Contractor any information or document required by the latter that is necessary for the management of the project.
4. To accept responsibility for all information communicated to the Contractor, including details of costs claimed and, where appropriate, ineligible expenses; (real costs, not daily rates will be considered).
5. To define in conjunction with the Contractor the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

Article 5: Financing and Payments

1. The total amount of the grant for the Partner 3, UNIVERSITAT AUTONOMA DE BARCELONA (UAB) is 27.699,00 EUR.

Title of the activity	EUR
Project management and organization	7 500,00
International project meetings	6 325,00
Labor costs for involved persons	9 848,00
International educational activities	4 026,00
Total amount of the grant	27 699,00

2. The Contractor commits himself to carrying out payments relating to the subject matter of this contract to the Partner according to the achievement of the tasks and according to the following schedule:

1st payment: 11.079,60 EUR (40 %)
within 30 days after the Contractor has received the signed partner agreement

2nd payment: 11.079,60 EUR (40 %)
within 60 days after

- the Contractor has received necessary and complete information from the Partner for preparation Interim Report and
- the Contractor has received the second payment of the grant from National Agency of the Czech Republic (DZS)

Final payment: max. 5.539,80 EUR (20 %)
within 60 days after

- the Contractor has received necessary and complete information from the Partner for preparation the Final Report and
- the Contractor has received the balance payment of the grant from the National Agency of the Czech Republic (DZS), provided National Agency of the Czech Republic (DZS) has fully approved of the Final Report, the quality of the project results and of the eligibility of the expenditure incurred.



- 3. All payments shall be regarded as advances pending explicit approval by the National Agency of the Czech Republic (DZS) of the final report, the corresponding cost statement and the quality of the results of the project.
- 4. A partner can expect 100% reimbursement of correctly claimed and proved costs.

Article 6: Bank account

The remuneration to be paid to the partner shall be paid into the partner's institutional account in accordance with the following banking details:

Banking Details	
Bank Name	
Address of the Bank	
Street & Number	
Town/City	
Postal Code	
Country	
Bank Code	
IBAN/Account Number	
BIC/SWIFT Code	
Account Name	
The National VAT Number:	

Article 7: Reports

- 1. The Partner shall provide the Contractor 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 31/12/2020 at the latest (progress report due: 28/02/2021).
- 2. The Contractor shall prepare the second interim report to 30/09/2021 about the progress of the project, then the partner shall provide the Contractor 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 31/07/2021 at the latest (progress report due: 30/09/2021).
- 3. The Partner shall provide the Contractor 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 30/06/2022 at the latest (final report due: 31/07/2022).
- 4. The final report is considered to be a request from the coordinator to payment the balance of the grant.



Article 8: Monitoring and supervision

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

Article 9: Liability

- 1. Each contracting party shall release the other from any civil liability in respect of 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.
2. The Partner shall protect National Agency of the Czech Republic (DZS), the Contractor 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 National Agency of the Czech Republic (DZS), the Contractor or their personnel.

Article 10: Termination of the contract

- 1. The Contractor may terminate the contract 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.
2. The Partner shall immediately notify the Contractor, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 11: Jurisdiction clause

- 1. Failing amicable settlement, the Courts of Olomouc, Czech Republic shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
2. The law applicable to this contract shall be the law of Czech Republic.

Article 12: 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.

Annexes

- I. Application WAVE-IT.
II. The detailed budget of the project.

Done at Olomouc in two copies.

Table with 2 columns: For the Contractor and For the Partner. Contractor side includes name Prof. PhDr. Jaroslav Miller, Ph.D., address, and date 27-10-2020. Partner side is redacted with a signature and date 04/03/2020.