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Univerzita Hradec Králové



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PARTNERSHIP AGREEMENT
Under the Erasmus+ Programme
KA2 STRATEGIC PARTNERSHIP PROJECT
Number: 2020-1-CZ01-KA203-078313
Project title: Technology transfer together

This Agreement, drawn up under the Community programme Erasmus+ shall govern relationships between:

*Official name: **Univerzita Hradec Králové***

University of Hradec Kralove

Address: Rokitanského 62, 500 03 HRADEC KRÁLOVÉ, CZECH REPUBLIC

62690094

CZ62690094

Organisation ID: E10208843

Represented by prof. Ing. Kamil Kuča, Ph.D., rector

hereafter named "the Coordinator "

*Official name: **Technical University of Košice***

Address: Letná 1/9, 042 00 KOŠICE-SEVER, SLOVAK REPUBLIC

00397610

SK2020486710

Organisation ID: E10208611

Represented by [REDACTED]

hereafter named "the Beneficiary "



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IT IS AGREED AS FOLLOWS:

Article 1 – Subject

1. With regard to the Grant Agreement 2020-1-CZ01-KA203-078313, concluded between the Coordinator and the National Agency, the Coordinator and Beneficiary commit themselves to carrying out the work program covered by the Grant Agreement mentioned above.
2. The grant of the whole project for the contractual period shall be of a maximum amount of 169 192,00 EUR and shall take the form of unit contributions and reimbursement of eligible costs.
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° 2020-1-CZ01-KA203-078313 and Agreement itself, but no profit will be made under any circumstances.
4. This Agreement shall regulate relationships between the parties, and their respective rights and obligations with regard to their participation in the project 2020-1-CZ01-KA203-078313 under the Grant Agreement 2020-1-CZ01-KA203-078313 between the National Agency and the Coordinator.
5. The subject matter of this Agreement and related information in the annexes form an integral part of this Agreement and each party declares to have read and approved that.

Article 2 – Duration

1. The project referred to in the Article 1 has a duration of 36 months. It starts on 01.09.2020 and ends on 31.08.2023.
2. This Agreement enters into force on the date of signature by the last of both participating parties to the Agreement and terminates at the moment of payment of the balance of the Agreement, as mentioned in Article 8 - Payments.
3. The period of eligibility of the costs starts on 01.09.2020 and finishes on 31.08.2023.

Article 3 - General obligations and roles of the Beneficiaries

The Beneficiaries:

1. Are jointly and severally liable for carrying out the action in accordance with the Grant Agreement 2020-1-CZ01-KA203-078313 concluded between the National Agency and the Coordinator. If a Beneficiary fails to implement its part of the action, the other Beneficiaries become responsible for implementing this part (but without increasing the maximum amount of the grant).
2. Must comply jointly or individually with any legal obligations they are bound by under applicable EU, international and national law.
3. Must make appropriate internal arrangements to implement the project properly. The arrangements must be consistent with the terms and conditions of the Grant Agreement 2020-1-CZ01-KA203-078313 concluded between the National Agency and the Coordinator. If provided for in the Special Conditions, those arrangements must take the form of an internal cooperation agreement between the Beneficiaries.



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Article 4 – General obligations and role of each Beneficiary

The Beneficiary must:

1. Take all the steps necessary to prepare for, perform and correctly manage the work program set out in this Agreement and in its annexes, in accordance with the objectives of the project as set out in the Grant Agreement 2020-1-CZ01-KA203-078313, concluded between the National Agency and the Coordinator; Description of the Beneficiary's tasks and responsibilities are based on the project application and are stated in Annex III.
2. Comply with all the provisions of the Grant Agreement 2020-1-CZ01-KA203-078313 binding the Coordinator to the National Agency.
3. Communicate to the Coordinator any information or provide him/her with the documents required by the latter that is necessary for the management of the project.
4. Run this project as a separate unit for the records of its incomes and costs.
5. Inform the Coordinator immediately:
 - a. of any significant result or innovation discovered during the project;
 - b. of any events or circumstances of which the Beneficiary is aware and that are likely to affect or delay the implementation of the project;
 - c. of any change in its legal, financial, technical, organizational or ownership situation and of any change in its name, address, bank account or legal representative.
6. Submit in due time to the Coordinator the data needed to draw up the reports, financial statements and other documents provided for in this Agreement.
7. Submit in due time to the Coordinator all the necessary documents required for audits, checks or evaluations.
8. Submit by the 15th of each month timesheets and copies of documents (invoices, receipts, new employment agreements, work agreements or agreements to perform a job) for the previous month.
9. Submit by the 15th of each month Financial Settlement filled with the data for previous month.
10. Submit a confirmation of each payment received from the Coordinator.
11. Accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses.
12. 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 – Obligations of the Coordinator

The Coordinator must:

1. Take all the steps necessary to prepare for, perform and correctly manage and monitor the work program set out in this Agreement and in its annexes, in accordance with the objectives of the project as set out in the Grant Agreement 2020-1-CZ01-KA203-078313 concluded between the National Agency and the Coordinator.
2. Send to the Beneficiary a copy of all reports and of any other official document concerning the project.



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3. Notify and provide the Beneficiary with any amendment made to the Grant Agreement 2020-1-CZ01-KA203-078313, concluded with the National Agency.
4. 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.
5. Comply with all the provisions of the Grant Agreement 2020-1-CZ01-KA203-078313 binding the Coordinator to the National Agency.

Article 6 – Contact person

| | For the Coordinator | For the Beneficiary |
|--|---------------------|---------------------|
| Person responsible for the project | | |
| Contact person | | |
| Main researchers responsible for the outputs | | |

Article 7 – Financing

1. The total expenditure (which could be granted) to be committed by the Beneficiary for the period covered by this Agreement is estimated at 41, 379.00 EUR.
2. The Beneficiary is 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 and only after written agreement (e-mail or paper) with Coordinator.
3. Any budget transfer shall result in an increase of maximum 20 % of the amount awarded to that budget category as specified in Annex II. Transfers between the budget categories can be made after agreement with the Coordinator in written form (by e-mail or in paper).



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4. The Beneficiary is allowed to transfer funds allocated for any budget category to the budget category Special needs support even if no funds are allocated for Special needs support as specified in Annex II. In that case, the maximum increase of 20 % of the budget category Special needs support shall not apply. The Coordinator must be informed in advance in written form (by e-mail or in paper).

OTHER FINANCIAL AND CONTRACTUAL RULES APPLY ONLY IF VIRTUAL ACTIVITIES ARE ORGANIZED DUE TO COVID-19

5. The Beneficiary is allowed to transfer up to 60 % of the funds allocated for Transnational project meetings, 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 and only after written agreement (by e-mail or in paper) with the Coordinator.
6. The Beneficiary is allowed to transfer up to 10 % of the funds from every budget category to Exceptional costs to cover the costs associated with buying and/or renting equipment and/or services, which are necessary to organize virtual activities even if in the budget category Exceptional costs, no funds were originally allocated.

Article 8 – Payments

1. The Coordinator commits him/herself to carrying out payments related to the subject matter of this Agreement to the Beneficiary, according to the achievement of the tasks and according to the schedule in Annex I.
2. All payments shall be regarded as advances, pending an explicit approval of the final report, the corresponding cost statement and the quality of the results of the project by the National Agency.

Article 9 – Currency requests for payments

1. All payments will be made in Euro.
2. Where the Beneficiary keeps its general accounts in Euro, s/he shall convert costs incurred in another currency into Euro, according to the usual accounting practices.
3. Where the Beneficiary keeps its general accounts in a currency other than the Euro, s/he shall convert costs incurred in another currency into Euro at the average of the daily exchange rates, published in the series of the Official Journal of the European Union, determined over the corresponding reporting period. Where no daily Euro exchange rate is published in the Official Journal of the European Union for the currency in question, conversion shall be made at the average of the monthly accounting rates, established by the Commission and published on its website
(http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm),
applicable at the time when the last of the two parties (National Agency and Coordinator) signs the Grant Agreement 2020-1-CZ01-KA203-078313.



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Article 10 – Beneficiary’s bank account

| | |
|---------------------------------|---|
| Name of bank | Štátna pokladnica |
| Full address of bank (branch) | Radlinského 32, 810 05 Bratislava 15 |
| Name of account holder | Technická univerzita v Košiciach |
| Address of account holder | Letná 1/9 Košice, 042 00 Košice - Sever |
| Account number/IBAN | SK82 8180 0000 0070 0065 8840 |
| BIC/Swift codes | SPRSKBA |
| Variable symbol (if applicable) | |

Article 11 – Reports

1. The Beneficiary shall provide the Coordinator with any information and document required for the preparation of the Progress report and, where appropriate, with certified copies of all the necessary supporting documents completed and signed by the legal representative by 31.01.2022 at the latest.
2. The Beneficiary shall provide the Coordinator with any information and document required for the preparation of the final report and, where appropriate, with certified copies of all the necessary supporting documents completed and signed by the legal representative by 30.09.2023 at the latest.
3. The Beneficiary undertakes to submit the reports to the Coordinator in English language.
4. The Beneficiary agrees to supply to the Coordinator all the information that the latter finds necessary to ask for, concerning the implementation of the present Agreement.
5. The Beneficiary shall promptly inform in written form (e-mail or post) the Coordinator of any delay in the performance of the activities undertaken by the Beneficiary under the present Agreement.

Article 12 – Duty to keep documents

1. The Beneficiary must keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalized originals after being authorized by their respective national law and under the conditions laid down therein, during a period of five years, starting from the date of payment of the balance.

Article 13 – Monitoring and supervision

1. The Beneficiary shall provide without any delay the Coordinator with any information that the latter may request with regard to the implementation of the work program covered by this Agreement.
2. The Beneficiary shall make available to the Coordinator any document enabling him/her to check that the aforementioned work program is being or has been carried out.



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Article 14 – Liability

1. Each contracting party shall indemnify the other from any civil liability for 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 Beneficiary shall protect the European Commission, the National Agency, 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 Agreement, to the extent that these damages are not due to the serious or intentional negligence of the EC, the National Agency, the Coordinator or their personnel.

Article 15 – Termination of the Agreement

1. In case the Beneficiary has failed to fulfill his/her her obligations or has not fulfilled any of the contractual obligations, unless caused by force majeure, the Coordinator shall send a notification letter to the Beneficiary with a request for remedial action with a one-month period for rectification. If the remedial action will not take place within one month upon the notification letter delivery, the Coordinator shall be entitled to terminate the Agreement.
2. The Beneficiary shall immediately notify the Coordinator, supplying all relevant information, of any event likely to jeopardize the performance of this Agreement.

Article 16 – Additional provisions of the visibility of the funding of the fund information by the European Union

1. The Beneficiary must indicate the support received from the Erasmus+ Programme of the European Union in all communication documents and promotional materials, on websites and social media. Instructions are available on the website http://eacea.ec.europa.eu/about-eacea/visual-identity_en

Article 17 – Dissemination of the results of the project

1. The Beneficiary undertakes to disseminate freely accessible information on the Project implementation activities at national and (or) international levels.
2. The Beneficiary and the Coordinator undertake to provide free access on the Internet to the intellectual outputs developed within the Project.

Article 18 – Amendments or additions to the Agreement

1. Amendments to this Agreement shall be made only by a supplementary agreement signed on behalf of each of the parties by the signatories to this Agreement. The language governing the execution of this Agreement is English. All documents, notices and other communications foreseen in the framework of this Agreement shall be in English.
2. This Agreement has been prepared in two originals, of which each party has received one. An electronic copy will be sent to the Program Operator.



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3. Annexes

- I. Detailed payments relating to the activities of the Beneficiary
- II. Detailed budget approved by the National Agency
- III. Description of the Beneficiary's tasks and responsibilities
- IV. Schedule of the Project
- V. TUKE_Timesheet
- VI. TUKE_Financial_Settlement

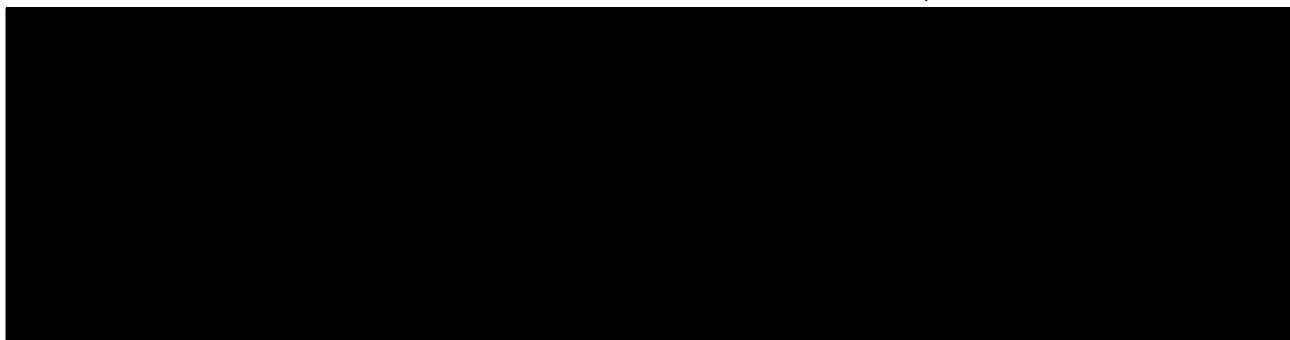
For the Project Coordinator

For the Project Beneficiary



Date: 18.3.2021

Date: 24.02.2021





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ANNEX I. Detailed payments relating to the activities of the Beneficiary

| Items | Amount in EUR |
|---|----------------------|
| The first payment - 14 days after signing the Partnership Agreement. | 9, 204.00 EUR |
| 2nd payment - no later than 30.06.2021, provided that the total amount from the 1st payment is financed. If not, then the 2nd payment will be reduced by unspent funds. Another requirement for the payment is the submission of all materials and documents to IO1 and its complete completion. | 5, 070.00 EUR |
| 3rd payment - no later than 31.05.2022, provided that the total amount from the 2nd payment is financed and the interim report is approved by the National Agency. If the total amount from the 2nd payment is not financed, then the 3rd payment will be reduced by unspent funds. Another requirement for the payment of the 3rd payment is submission of all materials and documents for IO2 and its completion. | 18, 829.00 EUR |
| 4th payment - no later than 31.01.2024, provided that the total amount from the 3rd payment is financed. If not, then the surcharge on unspent funds will be reduced. Another requirement for the payment is the submission of all materials and documents for IO3, IO4 and IO6 and their completion and approval of the final report by the National Agency. | 8, 276.00 EUR |



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ANNEX II. Detailed budget approved by the National Agency

| Items | Total grant in EUR |
|---------------------------------------|---------------------------|
| Project management and implementation | 9,000.00 EUR |
| Transnational project meetings | 3,450.00 EUR |
| Intellectual outputs | 21,315.00 EUR |
| Multiplier events | 0.00 EUR |
| Learning/teaching/training activities | 7,614.00 EUR |

| Items | Number of participants | Total grant in EUR |
|--------------------------------|-------------------------------|---------------------------|
| Kick-off meeting | 2 | 1,150.00 EUR |
| Working meeting in Granada | 2 | 1,150.00 EUR |
| Working meeting - finalization | 2 | 1,150.00 EUR |

| Activity | Travel costs | | Accommodation costs | | |
|---|-------------------------------|---------------------------|---------------------------------------|-------------------------------|---------------------------|
| | Number of participants | Total grant in EUR | Total financed duration (days) | Number of participants | Total grant in EUR |
| Intensive programs for higher education learners - C1 | 6 | 1,650.00 EUR | 42 | 6 | 2,436.00 EUR |
| Short-term joint training of employees – C2 | 3 | 540.00 EUR | 9 | 3 | 954.00 EUR |
| Short-term joint training of employees – C4 | 3 | 1,080.00 EUR | 9 | 3 | 954.00 EUR |



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| Items | Category | Number of working days | Total grant in EUR |
|--|-------------------------------|------------------------|--------------------|
| O1: The curriculum of the course Technology transfer | Teachers/Trainers/Researchers | 40 | 2,960.00 EUR |
| O1: The curriculum of the course Technology transfer | Technicians | 20 | 1,100.00 EUR |
| O2: Syllabi for the course Technology Transfer | Teachers/Trainers/Researchers | 30 | 2,220.00 EUR |
| O2: Syllabi for the course Technology Transfer | Technicians | 20 | 1,100.00 EUR |
| O3: Methodology for a successful spin off setting in the academic area | Teachers/Trainers/Researchers | 60 | 4,440.00 EUR |
| O3: Methodology for a successful spin off setting in the academic area | Technicians | 25 | 1,375.00 EUR |
| O4: Methodology_Summer_School_Technology_Transfer Training programs | Teachers/Trainers/Researchers | 40 | 2,960.00 EUR |
| O4: Methodology_Summer_School_Technology_Transfer_Training programs | Technicians | 20 | 1,100.00 EUR |
| O6: Technology Transfer methodology for the top management of the university | Teachers/Trainers/Researchers | 40 | 2,960.00 EUR |
| O6: Technology Transfer methodology for the top management of the university | Technicians | 20 | 1,100.00 EUR |



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ANNEX III. Description of the Beneficiary's tasks and responsibilities

Project Beneficiary's tasks and responsibilities

Cooperation of working on a curriculum. Transfer technology for students, academic and researcher university staff. The leader of these work packages is UHK and will provide support for this topic. Cooperation on working with syllabi - Syllabi for the course Transfer technology for students, academics and researchers will be created in relation to the innovative curriculum of the course "Transfer technology for academics, students and researchers". The extent and detail will meet the requirements for the qualification of a technology transfer specialist. The study materials will be online accessible on the websites of both partners involved in English. The study materials will contain a number of practical examples, schemes of technology transfer methods law of intellectual property protection, law aspect related to the spin-off, strategy in the field of the intellectual property business. The study materials will be prepared within the range of 150 hours of self-study. The chapter which will be responsible TUKE will discussed during the project meeting. The role of both partners is in balance. The leader of these work package is UHK and TUKE will provide support for this topic.

Methodology for a successful spin off setting in academic area

The methodology will be based on experience, the aspect of the successful spin-off, supporting mechanism, and motivation at university levels and risk aspects will be analyzed. These will be tangible materials mapping the process of setting up the spin-off company, what law and rulers play the key roles and this methodology. We will bring it to all the universities in both countries. It is necessary to employ technicians who will adjust the developed materials into a suitable graphic form. TUKE will provide an overview of the best practice and worse practice and risk prevention.

Methodology Summer school _ Transfer technology_ Training programs

Transfer technology - methodology for the top management of the university

One of the intellectual outputs will be the methodology for the Summer school: Transfer technology, Training programs. The Beneficiary will cooperate together on the program of the summer school. TUKE will prepare a workshop focused on a successful spin off company which will be included into a scheme of the summer school.

Workshop at HRADEC ECONOMIC DAYS 2021 – Beneficiary will actively participate.

Summer school Transfer technology – two lectures and students from TUKE will participate.

The project meeting and peer-learning activity are planned according to the Schedule of the Project which is IV. Annex to this Agreement.

All activity will respect the approval project proposal 2020-1-CZ01-KA203-078313.