

# Partnership Agreement

## European Platform for Urban Greening (EPLUG)

This is a contract between the contractor and the partner for the realisation of the European Platform for Urban Greening project under the Erasmus+ programme, Key Action 3 'Support for Policy Reform', call 2020 with agreement number 620456-EPP-1-2020-1-NL-EPPKA3-VET-COVE.

Annexed to this partner contract is the Grant Agreement 620456-EPP-1-2020-1-NL-EPPKA3-VET-COVE between The Education, Audiovisual and Culture Executive Agency (EACEA) and Stichting Wellant, including its annexes I-IX.

This contract, drawn up under the Erasmus + programme, shall govern relations between:

on the one part,

STICHTING WELLANT

with registered office at:

PO Box 177  
3990 DD  
Houten, NL  
Netherlands

represented by Mrs. Annemarie Moons, Chair of the Board

hereafter referred to as **'the Contractor'**

and on the other part,

VYŠŠÍ ODBORNÁ SKOLA A STŘEDNÍ ZEMĚDĚLSKÁ SKOLA, BENEŠOV, MENDELOVA 131

with registered office at:

MENDELOVA 131  
256 01 BENEŠOV  
Středočeský kraj, Czech Republic

represented by

Mrs. PaedDr. Bc. Ivana Dobešová, Principal

hereafter referred to as **'the Partner'**

which have agreed as follows:

## Article 1 - Subject

1. The contractor and partner commit themselves to carrying out the work programme covered by this contract. This work programme comes under the Agreement n° 620456-EPP-1-2020-1-NL-EPPKA3-VET-COVE concluded between the Contractor and the Education, Audiovisual and Culture Executive Agency (EACEA), acting under powers delegated by the European Commission.
2. The subject matter of this contract and the related work programme are detailed in the annexes, which form an integral part of this contract and that each party declares to have read and approved:
  - Annex A: Agreement n° 620456-EPP-1-2020-1-NL-EPPKA3-VET-COVE between Coordinator and the EACEA including:
    - Annex I Description of the action
    - Annex II General Conditions
    - Annex III Estimated budget of the action
    - Annex IV List of beneficiaries and partner mandates
    - Annex V Model technical report
    - Annex VI Model financial statement
    - Annex VII Model terms of reference for the certificate on the financial statements
  - Annex B: Detailed description of the project
  - Annex C: Detailed budget relating to the activities of the Partner
  - Annex D: Summary with key points of the project work in European Platform for Urban Greening
3. The total cost of the project for the contractual period referred to by the Grant Agreement n° 620456-EPP-1-2020-1-NL-EPPKA3-VET-COVE, all financing combined, is estimated at **4,999,754.00 EUR** (including all taxes and duties).
4. The maximum amount of the grant is **3,999,803.00 EUR** and takes the form of **reimbursement of 80 % of the eligible costs of the action**, which are estimated at 4,999,754.00 EUR (the total cost of the project described in Article 1.2).
5. Eligible costs of the action are costs actually **incurred by the beneficiary** that meet the criteria as described in Article I.3 of the Special Conditions of Grant Agreement n° 620456-EPP-1-2020-1-NL-EPPKA3-VET-COVE for the action entitled European Platform for Urban Greening.
6. The final financial contribution shall depend on the evaluation of the quality of the results of the project pursuant to the rules laid down in the Guidelines for Administrative and Financial Management and Reporting, but shall, under no circumstances, give rise to a profit.
7. The final financial contribution can be decreased if (i) the results of the project are low-evaluated, (ii) project is partially completed, (iii) project is completed after the deadline pursuant to the rules laid down in the Grant Agreement n° 620456-EPP-1-2020-1-NL-EPPKA3-VET-COVE.



8. This contract shall regulate relations between the parties, and their respective rights and obligations regarding their participation in the project European Platform for Urban Greening under the Grant Agreement n° 620456-EPP-1-2020-1-NL-EPPKA3-VET-COVE, passed between the EACEA and the Contractor.

## Article 2 - Duration

1. The project referred to in Article 1 has a duration of **48 Months**. It starts **01 November 2020** and ends on **31 October 2024**.
2. This contract enters into force on the date of signature by the last of both participating parties to the contract.
3. The period of eligibility of the costs starts on **01 November 2020** and finishes on **31 October 2024**. All expenditure incurred before the **1<sup>st</sup> of November 2020** or after the **31<sup>st</sup> of October 2024** will be recognized as ineligible costs.

## 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, in accordance with the objectives of the project as set out in the Agreement concluded between the EACEA and the Contractor;
2. to send to the Partner a copy of the Agreement n° 620456-EPP-1-2020-1-NL-EPPKA3-VET-COVE, concluded with the EACEA including its annexes, of the various reports and of any other official document concerning the project;
3. to notify and provide the Partner with any amendment made to the Agreement n° 620456-EPP-1-2020-1-NL-EPPKA3-VET-COVE concluded with the EACEA;
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, in line with the annexes;
5. to comply with all the provisions of Agreement n° 620456-EPP-1-2020-1-NL-EPPKA3-VET-COVE binding the Contractor to the EACEA.

## 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, in accordance with the objectives of the project as set out in the Agreement n° 620456-EPP-1-2020-1-NL-EPPKA3-VET-COVE concluded between the EACEA and the Contractor;

620456-EPP-1-2020-1-NL-EPPKA3-VET-COVE

2. to comply with all the provisions of Agreement n° 620456-EPP-1-2020-1-NL-EPPKA3-VET-COVE binding the EACEA and the Contractor;
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;
5. to accept responsibility and liability for any recovery payments to the Contractor which the Contractor receives from EACEA in relation to the partner's expenditure related to the delivery of Grant Agreement n° 620456-EPP-1-2020-1-NL-EPPKA3-VET-COVE;
6. 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, in line with the annexes;
6. to accept responsibility for and contribute to all work packages and other activities of the project set out in this contract and in the application form (Grant Agreement, Annex I - Description of the action (proposal));
7. Manage the budget according to the financial breakdown of the Erasmus + allocation (Grant Agreement, Annex III – Estimated Budget and Annex I - Description of the action (proposal)) and cost categories (Grant Agreement, Annex VI – Model Financial statement);
8. Costs must be evidenced in accounting records of the organisation as outlined in Grant Agreement, Annex III - Financial and contractual rules. s

## Article 5 - Financing

1. The total expenditure to be committed by the Partner for the period covered by this contract is estimated at € 399,871.-- (including all taxes and duties), of which € 319,897.-- is EU grant and € 79,974.-- is co-financing. The Partner's detailed budget is described in annex C.
2. Requests for payment and financial statements must be drafted in euros.
3. Partners with **general accounts in a currency other than the euro** must convert costs into euros at the **average of the daily exchange rates** published in the C series of the Official Journal of the European Union, determined over **the corresponding reporting period**, available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>.

## Article 6 - Payments

1. The Contractor commits itself to carrying out payments, less any expenditure incurred on behalf of the Partner, relating to the subject matter of this contract to the Partner according to the achievement of the tasks and according to the following schedule:
  - **1<sup>st</sup> payment – 20%** of Erasmus + financing assumed for the Partner upon signing of the partner agreement;
  - **2<sup>nd</sup> payment – 20%** of Erasmus + financing assumed for the Partner upon completion of agreed tasks and outputs in the work plan and approval of the financial reports and other reports in electronic and paper version and the approval of the quality of the outputs for period n°1 (the Progress Report from month 1 to month 12). Please note that at least 70% of the first pre-financing payment has to be used to cover costs of the project before the second prepayment can be made;
  - **3<sup>rd</sup> payment – 20%** of Erasmus + financing assumed for the Partner upon completion of agreed tasks and outputs in the work plan and approval of the financial reports and other reports in electronic and paper version and the approval of the quality of the outputs for period n° 2 (the Progress Report from month 13 to month 24). Please note that at least 70% of the prior pre-financing payments has to be used to cover costs of the project before the next prepayment can be made;
  - **4<sup>th</sup> payment - 20%** of Erasmus + financing assumed for the Partner upon completion of agreed tasks and outputs in the work plan and approval of the financial reports and other reports in electronic and paper version and the approval of the quality of the outputs for period n° 3 (the Progress Report from month 25 to month 36). Please note that at least 70% of the prior pre-financing payments has to be used to cover costs of the project before the next prepayment can be made;
  - **Final payment – 20%** the balance of Erasmus+ financing assumed for the Partner will be paid once partner's tasks have been completed, outputs from the work plan accomplished and all financial reports approved in electronic and paper version and once the Final Report with balance payment and the quality of the outputs have been approved by the EACEA.
2. All payments shall be regarded as advances pending explicit approval of the Final Report, the corresponding cost statement and the quality of the results of the project report by the EACEA.
3. Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the Erasmus+ financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the Contractor in order for the Contractor to be able to fill out the Progress and Final Reports for the Grant Agreement 620456-EPP-1-2020-1-NL-EPPKA3-VET-COVE concluded with the EACEA.
4. The final payment as mentioned in Article 6.1 can be adapted to consider the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure.



5. The final payment may take the form of a recovery if expenditures are deemed excessive, ineligible or void for any other reason by the EACEA. The Partner assumes full liability for the total amount of their own expenditure claimed for recovery by the Agency.

## Article 7- Bank account

The remuneration to be paid to the Partner shall be paid into the institutional account in accordance with the banking details:

Name of bank: Komerční banka, a.s.

Address of the bank: Tyršova 2077, 256 01 Benešov, Czech Republic

Name of the Account Holder: VYŠŠÍ ODBORNÁ ŠKOLA A STŘEDNÍ ZEMĚDĚLSKÁ ŠKOLA

Address of the Account Holder: Mendelova 131

Postal Code/Town/Country: 256 01 Benešov, Czech Republic

Full account Number: 123-1921070227/0100

IBAN account code: CZ4801000001231921070227

BIC/SWIFT: KOMBCZPP

## Article 8 - Reporting

1. The Partner shall provide the Contractor with any information and documents required for the preparation of the **Flash Reports** that are requested approximately every 4 months by the EACEA.
2. The Partner shall provide the Contractor with any information and documents required for the preparation of the **Progress Reports** and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative within 1 month after the end of the reporting period* (by 1 December 2021 at the latest for Progress Report 1; by 1 December 2022 at the latest for Progress Report 2 and by 1 December 2023 at the latest for Progress Report 3).
3. The Partner shall provide the Contractor with any information and documents 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 within 1 month after the end of eligibility period* (by 1 December 2024 at the latest).
4. In case of any control conducted by EACEA, Partner is obliged to support the Contractor with originals of necessary documents.

## Article 9 - 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.
3. The obligations described in the articles of the Grant Agreement 620456-EPP-1-2020-1-NL-EPPKA3-VET-COVE apply *mutatis mutandis* to the contractor and partner.

## Article 10 - 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 the EACEA, 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 the EACEA, the Contractor or their personnel.

## Article 11 - 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.
3. In the event of contract termination, the partner is obliged to immediately return the amount of money received on the basis of this contract, except those which have been expended within the project and recognized as eligible.

## Article 12 - Confidentiality of personal data and information

1. With regard to the processing of personal data, the Partner and the Coordinator are each regarded as independent controllers and exchange personal data with each other. For the implementation of this agreement, the Partner provides a limited number of necessary personal data to the Coordinator for the implementation of the project. The personal data is sent by the Partner in a secure manner to the Coordinator.
2. The employees of parties who have access to the personal data referred to in the first paragraph or other data and information will observe confidentiality.



## Article 13 - Jurisdiction Clause

1. Any dispute, claim or controversy arising out of or related to this contract, or breach, termination or invalidity thereof, shall be settled by the appointed **Dutch court** in accordance with the **Dutch Law**.
2. The law applicable to this contract shall be the law of **The Netherlands**. The language used in the proceeding will be **Dutch**.

## Article 14 - 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.

The contract was drawn up in two identical copies.

VYSSI ODBORNA SKOLA A STREDNI  
ZEMEDELSKA SKOLA, BENESOV,  
MENDELOVA 131  
Mrs. PaedDr. Bc. Ivana Dobešová

Stichting Wellant

Mrs. Annemarie Moons

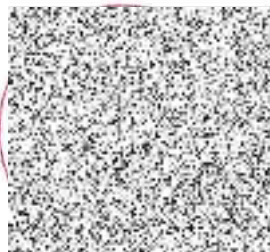
Signature of legal representative:

Signature of legal representative:

Date: 4.1.2021

Date: 04 februari 2021

Official stamp:



Official stamp:

