



č. 128/VŠ/2021



ERASMUS+ PROGRAMME

Strategic Partnerships
Key Action 2

PROJECT NUMBER 2020-1-CZ01-KA203-078479

PROJECT NAME AND ACRONYM – Online reputation management in Tourism (ORM)

CONTRACT BETWEEN THE PROJECT COORDINATOR AND THE PARTNER

Vysoká škola ekonomická v Praze

Registration number: 61384399

nám. W. Churchilla 1938/4, 130 67 Praha 3

OID: E10205375

hereinafter referred to as "*the Coordinator*" of the aforementioned project, represented for the purposes of signature of this Contract by prof. Ing. Hana Machková, CSc., rector

on the one part,

and

Kaakkois-Suomen Ammattikorkeakoulu Oy (South-Eastern Finland University of Applied Sciences Ltd)

Registration number: 2472908-2

Address: Patteristonkatu 3 D 50100 Mikkeli Finland

OID: E10202440

hereinafter referred to as "*the Partner*" represented for the purposes of signature of this Contract by CEO and President Heikki Saastamoinen

on the other part,

which have agreed as follows:

Article 1 - Subject

1.1. The Coordinator and the Partner commit themselves to carrying out the work programme covered by this contract. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project with Agreement number 2020-1-CZ01-KA203-078479 signed between the National Agency and the Coordinator.

1.2. The total cost of the project for the contractual period referred to by the Agreement number 2020-1-CZ01-KA203-078479 all financing combined, is estimated at **268 730 EUR** (including all taxes and duties).

1.3 The maximum Erasmus+ grant shall be **268 730 EUR** and shall take the form of unit contributions and reimbursement of eligible costs actually incurred in accordance with the provisions mentioned in the project Agreement number 2020-1-CZ01-KA203-078479.

1.4. The final financial contribution shall depend on the evaluation of the quality of the results of the project with the Agreement number 2020-1-CZ01-KA203-078479 pursuant to the rules laid down by the European Commission and National Agency.

1.5. The subject matter of this contract and the related work programme are detailed in its annexes A and B, and the Agreement number 2020-1-CZ01-KA203-078479 and its annexes, which form an integral part of this contract and which each party declares to have read and approved.

1.6. General Agreements:

Each Party undertakes to take part in the efficient implementation of the project, and to cooperate, and fulfil, promptly and on time, all of its obligation under the Grant Agreement and this Partnership Agreement. Each party must make appropriate internal arrangement to implement the Project properly. The arrangement must be consistent with the terms of the Grant agreement and this Partnership Agreement.

Article 2 - Duration

2.1. The project referred to in Article 1 has duration of **32 months**. It starts on **01.09.2020** and ends on **30.04.2023**.

2.2. This contract enters into force on the date of signature by the last of both participating parties to the contract but shall have retroactive effect from **01.09.2020**. The contract terminates at the moment of payment of the balance of the contract, as mentioned in Article 6.1.

2.3. The period of eligibility of the costs starts on **01.09.2020** and ends on **30.04.2023**.

Article 3 - Obligations of the Coordinator

The Coordinator shall undertake:

3.1. 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 number **2020-1-CZ01-KA203-078479** concluded between the National Agency and the Coordinator.

3.2. To send to the Partner a copy of the Agreement number 2020-1-CZ01-KA203-078479 and its annexes, concluded with the National Agency, of the Guidelines for Administrative and Financial Management and Reporting, of the 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 number 2020-1-CZ01-KA203-078479 concluded with the National Agency.

3.4. As responsible for the successful implementation of the Project, have the right to make certain decisions (e.g. termination of cooperation with a Partner who does not perform his/her duties, in duly justified cases and in accordance with the Project Agreement), to ensure the smooth running of the Project. Those decisions have to be reported to the Partner concerned in written form by post or e-mail as soon as possible.

3.5. To ensure that all the appropriate payments are made to the Partner without unjustified delay and shall comply with the reports submitted in accordance with the Project Agreement and at any time upon request of the Agency.

3.6. To comply with all the provisions of Agreement number 2020-1-CZ01-KA203-078479 binding the Coordinator 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 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 number 2020-1-CZ01-KA203-078479 concluded in frame of the project.

4.2. To communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project as foreseen in the Erasmus+ programme guidelines.

4.3. To accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses.

4.4. To provide the Coordinator with any relevant information or documents necessary for the administration and implementation of the project, e.g. documents necessary for the preparation of the Interim and the Final Report. The Partner shall forward data needed to draw up the regular Activity-, Dissemination and Evaluation Reports, Financial Statements and other documents to the Coordinator in due time.

4.5. To inform the Coordinator immediately of any event liable to substantially affect or delay the implementation of the project of which the Partner is aware. To ensure smooth continuation, in case that person responsible in charge of the project is changed.

4.6. The role and rights and obligations of the partner are described in *Annex A – Detailed description of the responsibilities of the Partner* to this contract. Rights and obligations concerning to the additional provisions on use of the project results are as described in *Annex B – Intellectual Property Rights and Copyrights Agreement*.

4.7. To apply the legislation of its country of residence for each area of budgeted items / costs.

4.8. To ensure that all reporting duties at any stage of the project are fulfilled and submitted in due time.

4.9. A party, that enters into a subcontract, or otherwise involves third parties in the project remains responsible in carrying out its relevant part of and for such third party's compliance with the provisions of this Partnership Agreement and of the Grant Agreement. It has to ensure, that the involvement of third parties does not affect the rights and obligations of the other parties under this Partnership Agreement and the Grant Agreement.

4.10. All Partners are obliged to keep the same visibility according the instructions of the Coordinator

Article 5 - Financing and Co-financing

5.1. Estimated partner budget:

| Budget items | Euros |
|-------------------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| Total Calculated | 83.355 |

5.2. The total Erasmus+ grant for the Partner for the period covered by this contract shall be 83.355 EUR and shall take the form of unit contributions and reimbursement of eligible costs actually incurred in accordance with the provisions mentioned in the project Agreement number 2020-1-CZ01-KA203-078479. This is the planned budget and the amount paid may vary depending on the documented eligible costs and unit contributions.

5.3. 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. Any budget transfer shall result in an increase of maximum 20% of the amount awarded to that budget category as specified in 5.1.

5.4. According to the provisions of the Project Agreement, the National Agency shall reduce the amount of the final grant in the event of ineligible costs claimed or weak implementation of the action. Therefore, all payments by the Coordinator to the Partner shall be regarded as advances pending explicit approval by the National Agency of the final report, submitted by the Coordinator.

Article 6 / SUBMISSION OF REPORTS AND OTHER DOCUMENTS

6.1. The Partner is required to submit to the Coordinator the following reports by the agreed deadlines (see table below):

| REPORTS | REPORTING PERIOD | DEADLINE FOR PARTNER FOR REPORTING ("PARTNER REPORTS") | DEADLINE FOR COORDINATOR FOR REPORTING TO AGENCY ("PROJECT REPORTS") |
|---------|------------------|--------------------------------------------------------|----------------------------------------------------------------------|
| | | | |

| | | | |
|--------------|------------------|-------------------|------------|
| 1st report | 9/2020 – 2/2021 | 10.03.2021 | - |
| 2nd report | 3/2021 – 5/2021 | 10.06.2021 | - |
| 3rd report | 6/2021 – 8/2021 | 10.08.2021 | - |
| 4th report | 9/2021 – 12/2021 | 10.01.2022 | 31.01.2022 |
| 5th report | 1/2022 – 3/2022 | 10.04.2022 | - |
| 6th report | 4/2022 – 6/2022 | 10.07.2022 | - |
| 7th report | 7/2022 - 8/2022 | 09.09.2022 | 30.9.2022 |
| 8th report | 9/2022 – 12/2022 | 10.1.2023 | - |
| Final report | 1/2023 – 4/2023 | 10.05.2023 | 30.06.2023 |

6.2. Record Keeping and Supporting Documents for Reporting

The project expenditures must be recorded in the accounting records of the Partner's Institution.

The Partner agrees to supply to the Coordinator all the information that the latter might find necessary to have in order to allow the smooth implementation of the present Contract.

The Partner shall promptly inform the Coordinator of any delay in which it might incur in performing the Action activities undertaken under the present Contract.

Upon request of the Agency, the Partner shall make available all the necessary documents referred to the implementation of the Action.

In case the amount of the non-eligible costs is higher than the amount calculated for the balance payment, the Partner shall pay back to the Coordinator the established difference. The same applies if the Partner has not spent the entire provisional budget: in this case the difference will not be transferred by the Coordinator.

In the unlucky event of reduction of the final grant from the National Agency due to weak implementation of the project resulting from ineffective cooperation within the consortium, the Coordinator has the right to apply the reduction quota proportionally to all the Partners.

6.3. Exchange rate applicable for the conversion of currencies into euros; The Partner shall submit the payment requests to the Coordinator, including the underlying financial statements, in euros.

6.4. All the reporting documents must be sent by the co-beneficiaries to the coordinator's operative address:

Vysoká škola ekonomická v Praze

Nám. W. Churchilla 4

130 67

Praha 3, Česká republika

6.5. In case the Partner has claimed costs that are not eligible for the action, are not supported by the required documents or are not recognized as eligible by the National Agency, the amount of these costs shall be diminished from the amount of the balance payment. In case the amount of the non-eligible costs is higher than the amount calculated for the balance payment, the Partner shall pay back to the Coordinator the established difference. The same applies if the Partner has not spent the entire provisional budget: in this case the difference will not be transferred by the Coordinator.

6.6. Exchange rate applicable for the conversion of currencies into euros; The Partner shall submit the payment requests to the Coordinator, including the underlying financial statements, in euros.

Article 7 - Bank account

Account holder: Kaakkois-Suomen Ammattikorkeakoulu Oy

Account number:

Name of the bank:

Address of the branch:

IBAN:

BIC:

Article 8 – PAYMENTS

8.1. The Coordinator commits himself to carrying out payments relating to the subject matter of this Partnership Agreement to the Partner according to the following schedule:

1st payment: 33.342 EUR (40 % of the total budget), upon signature of this bilateral Partnership Agreement.

2nd Payment: 33.342 EUR (40 % of the total budget): upon submission of the 4nd Partner Progress Report and all required supporting documents; the 2nd Payment will be transferred only in case the interim report demonstrates the use of at least the 70% of the 1st payment. If this is not the case, the 2nd Payment will be transferred when the Partner has fulfilled this condition and will submit the 2nd Payment request. The payment will be transferred after the National Agency approves and transfers the 2nd payment to the Coordinator.

Final payment: 16.671 EUR (20% of the total budget) upon the final approval of the Final Report by the National Agency; it will be calculated as the total reported and approved costs minus the previous 1st and 2nd Payment amounts transferred to the Partner.

8.2. All payments previous to the Final Payment shall be regarded as advances pending explicit approval by the National Agency of the final report, the corresponding cost statement and the assessment of the quality of the results of the project.

8.3. 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 Coordinator in order for the Coordinator to be able to fill out the final report to the Agreement concluded with the National Agency.

8.4. The final payment as mentioned in Article I.4.4 of the Agreement between the Coordinator and the National Agency can be adapted to take into account the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure.

8.5. All payments are subject to the receiving of the instalments by the Coordinator from the National Agency as foreseen in the Grant Agreement.

8.6. In case of final audit findings after the payment of the balance to the Partners which would lead to the recovery of the balance and of all or part of the payments made by the NA to the Coordinator, the Coordinator will be entitled to take similar measures with the Partner, according to the reasons for recovery indicated by the NA and the Partner's responsibilities in the implementation of the Project.

8.7 In case of any changes according to art.5.2, the Partner is obliged to inform the Coordinator at the latest in 3 weeks after the change. In case any documents are required from the National Agency, the Partner should provide the documents required.

Article 9 - Monitoring and supervision

9.1. The Partner shall provide without delay the Coordinator with any information that the latter may request from the Partner concerning the carrying out of the work programme covered by this contract.

9.2. The Partner shall make available to the Coordinator any document necessary making it possible to check that the aforementioned work programme is being or has been carried out.

Article 10 - Liability

10.1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of the Contract and the Agreement number 2020-1-CZ01-KA203-078479 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.

10.2. The Partner shall protect 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 contract, to the extent that these damages are not due to the serious or intentional negligence of the National Agency, the Coordinator or their personnel.

10.3. Each party's aggregate liability to the other party shall be limited to once the party's share of the total grant by the National Agency.

Article 11 - Confidentiality

11.1. All information which contains business or professional secrets, technical secrets or commercial or financial information and which has been disclosed as confidential by the other Party shall be confidential (hereinafter referred to as "Confidential Information"). The Coordinator and the Partner shall preserve the confidentiality of any information and documents, which are disclosed as Confidential Information in any form, in writing or orally in relation to the implementation of the Contract and the Agreement number 2020-1-CZ01-KA203-078479.

11.2. The Coordinator and the Partner shall not use confidential information and documents for any reason other than fulfilling their obligations under the Contract and the Agreement number 2020-1-CZ01-KA203-078479, unless otherwise agreed between the parts in writing.

11.3. The Coordinator and the Partner shall be bound by the obligations referred to in Articles 11.1. and 11.2. during the implementation of the Contract and the Agreement number 2020-1-CZ01-KA203-078479 and for a period of five years starting from the payment of the balance, unless:

- a) the party concerned agrees to release the other party from the confidentiality obligations earlier;
- b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
- c) the disclosure of the confidential information is required by law.

Article 12 - Processing of personal data

12.1. Any personal data included in the Contract shall be processed by the Coordinator according to the European Union General Data Protection Regulation (679/2016, and later amendments) and the provisions laid down in national law.

12.2. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the Contract and the Agreement number 2020-1-CZ01-KA203-078479, without prejudice to possible transmission to the bodies charged with the monitoring or inspection tasks in application of national law applicable to the Contract and Agreement number 2020-1-CZ01-KA203-078479.

12.3. The Partner shall have the right of access to its personal data and the right to rectify any such data. Should the Partner have any queries concerning the processing of its personal data, it shall address them to the Coordinator.

12.4. The access to data that the Partner grant to its personnel shall be limited to the extent strictly necessary for the implementation, management and monitoring of the Contract and Agreement number 2020-1-CZ01-KA203-078479.

Article 13 - Jurisdiction clause

14.1. Failing amicable settlement, the competent court in the Czech Republic shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.

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

Article 14 - Amendments or additions to the contract

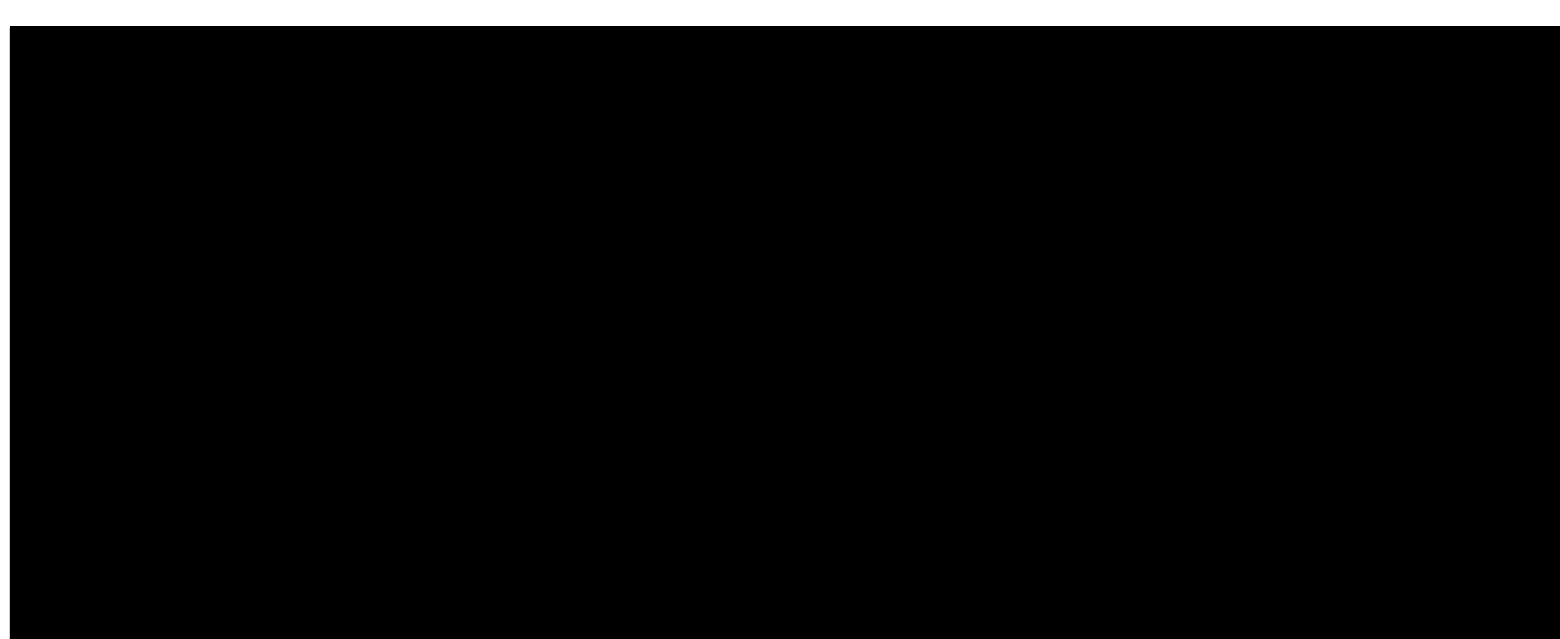
15.1. Amendments to this Contract shall be made only by a supplementary Amendment act signed on behalf of each of the parties by the signatories to this Contract.

Article 15 - Annexes to the contract

16.1. Annex A: Detailed description of the responsibilities of the Partner.

16.2. Annex B: Intellectual Property Rights and Copyrights Agreement

SIGNATURES



Annex A - Detailed description of the responsibilities of the Partner

PROJECT: Online Reputation Management in Tourism

PROJECT NUMBER: 2020-1-CZ01-KA203-078479

Partner name: KAAKKOIS-SUOMEN AMMATTIKORKEAKOULU OY

PIC OF PARTNER: E10202440

| Activity | Description |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| IO | Results of the research on the online reputation of destinations and DMO's – Leading partner |
| IO | E-learning modul – Leading partner |
| IO | Support and cooperation in the other intellectual outputs as described in the application form |
| Management | Basic and necessary bookkeeping, account monitoring, documenting, reporting |
| Management | Participating in the Control team |
| Meetings | Participating in Project meetings (in-person or online, at least one person per consortium member), organizing the meeting according to the application |
| Learning, Training activities | Participating in Learning, Training activities (in-person or online, at least one person per consortium member) |

Annex B - Intellectual Property Rights and Copyrights Agreement

| |
|----------------------------------------------------------------------------------------------------|
| PROJECT: Online Reputation Management in Tourism (ORM) PROJECT NUMBER: 2020-1-CZ01-KA203-078479 |
|----------------------------------------------------------------------------------------------------|

Article 1/Scope of the contract

The present appendices of the partner agreement deal with the intellectual property rights (IPR) and copyrights of the Intellectual Outputs developed in the framework of the Erasmus Plus Programme Start-Up Promotion for Entrepreneurial Resilience project Online Reputation Management in Tourism which is implemented by a transnational consortium with the support of the Erasmus Plus Programme.

Article 2/Products of the project

The ORM project produces the following Intellectual Outputs the present IPR and Copyright Agreement refers to:

- O1 – Report on literature review and knowledge gap identification
- O2 – Results of the research on the online reputation of destinations and DMO's
- O3 – Results of the research of the users' behaviour
- O4 – Syllabus and teaching materials
- O5 - Case studies and best practices handbook
- O6 - Results of the research in the hospitality field
- O7 - E-learning modul

Article 3/Parties concerned

The parties concerned are the partners of the project that have been involved in the development of the products of the ORM project.

Article 4/Duration of the IPR agreement

This IPR agreement enters into effect on the date the contract it is annexed to it is signed by all parties and is valid for an indefinite period of time. The partners may propose amendments to it that have to be approved by all the partners concerned.

Article 5/Intellectual property rights

The content of the Intellectual Outputs developed under project 2020-1-CZ01-KA203-078479 will be provided by the contracting parties. The content of the project, both during and subsequent to the project period, will belong jointly and severally to the partners, including the Coordinator. It is the responsibility of each contributing partner to ensure that any content submitted to the project does not infringe any existing copyright.

All information documents relating to the project covered by this appendix must state explicitly that the programme has been carried out “with the financial support of the Commission of the European Union under the Erasmus Plus Programme” and hold the current funders' and partner logos. All persons, organisations, companies and institutions participating in the programme must also be informed of this fact.

Any communication or publication, in any form and medium, shall indicate that sole responsibility lies with the author(s) and that the European Commission is not responsible for any use that may be made of the information contained therein.

Partners will not include any material from unknown sources which may be protected by copyright, or knowingly include copyright material without acknowledgement of that copyright or seeking permission to use the material (as appropriate).

Article 6/The Commercialisation Agreement

All partners participating in the ORM project have the right, both during and subsequent to the project period, to use or disseminate the newly developed Intellectual Outputs in their own language versions and within their own country are developed under this project and are entitled to claim any licences or rights of use needed to exercise that entitlement.

Only the holders of the IPR have the right to grant sub-licences.

Article 8/Obligatory mention

All project products distributed at any occasion during and after the project's funded lifetime must make mention of the partners of the project, together with the following statement: **“with the financial contribution of the Erasmus Plus Programme”** and bear the **logos of the Erasmus Plus Programme** and the National Agency.

Article 13/Language of the official text

This appendix to the partner agreement is compiled in English and it is not translated in any other languages.