“Education ‘in’, ‘for’ and ‘through’ culture and heritage”

**PARTNER AGREEMENT**

Project no. 2020-1-CZ01-KA201-078397

Multi-beneficiary project under the ERASMUS+ programme

This contract governs relations between:

Official Name: **Genesis, z.s.**

OID : E10205142

Official Address: Kocanda 315, 592 01 Herálec, Czech Republic

Represented by: Ms Aneta Bednářová

and

Official Name: **Střední průmyslová škola Otrokovice**

OID : E10162311

Official Address: tř. Tomáše Bati 1266, Otrokovice 76502, Czech Republic

Bank Information

Account name:Střední průmyslová škola Otrokovice, Tř. Tomáše Bati 1266, 765 02 Otrokovice

Bank name: Komerční banka

IBAN code: CZ87 0100 0001 0787 3624 0257

BIC/Swift code: KOMBCZPPXXX

Represented by: Mgr. Libor Basel, MBA

Who have agreed the following:

**1. With the signature of the Agreement, the beneficiaries accept the grant and agree to implement the Project, as set out in the terms of the contract.**

**2. The Project shall run between 31st December 2020 – 30th December 2022, inclusive.**

**3. The total approved grant for the project, with all financing included, is** **108 290,00 EUR.**

**4. General obligations and role of the Beneficiary Partners**

The Beneficiary Partners shall:

(a) To be jointly and severally responsible for carrying out the Project in accordance with the terms and conditions of the Agreement;

(b) To be responsible for complying with any legal obligations incumbent on them, jointly or individually;

(c) To make appropriate internal arrangements for the proper implementation of the Project, consistent with the provisions of this Agreement; those arrangements shall take the form of an internal co-operation agreement between the beneficiaries.

(d) To inform the Coordinator immediately of any change likely to affect or delay the implementation of the Project of which the beneficiary is aware;

(e) To inform the Coordinator immediately of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;

(f) To submit in due time to the Coordinator:

(i) the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;

(ii) all the necessary documents in the event of audits, checks, evaluation and monitoring

(iii) any other information to be provided to the Coordinator according to the Agreement.

(g) To be flexible with all the changes needed regarding the COVID-19 situation and based of possibilities and resources contribute to a successful and smooth implementation of the project, keeping project aims and goals and the plan described in the application.

**5. General obligations and role of the Project (Lead) Coordinator (Genesis, z.s.)**

Genesis, z.s. shall:

(a) To monitor that the Project is implemented in accordance with the Contract no. **2020-1-CZ01-KA201-078397.**

(b) To be the intermediary for all communications between the beneficiaries and the National Agency (NA), except where provided otherwise in the Agreement, and, in particular, Genesis, z.s. shall:

(i) immediately provide the NA with the information related to any change in the name, address, legal representative as well as in the legal, financial, technical, organisational or ownership situation of any of the beneficiaries, or to any event likely to affect or delay the implementation of the Project, of which the Coordinator is aware; (ii) bear responsibility for supplying all documents and information to the NA which may be required under the Agreement, except where provided otherwise in the Agreement; where information is required from the other beneficiaries, the Coordinator shall bear responsibility for obtaining and verifying this information before passing it on to the NA;

(c) To make the appropriate arrangements for providing any financial guarantees required under the Agreement;

(d) To establish the requests for payment in accordance with the Agreement;

(e) To where it is designated as the sole recipient of payments on behalf of all of the beneficiaries, ensure that all the appropriate payments are made to the other beneficiaries without unjustified delay. The Coordinator shall make all payments to the other beneficiaries by bank transfer and keep appropriate evidence of the amounts transferred to each beneficiary for any checks and audits.

(f) To bear responsibility for providing all the necessary documents in the event of checks and audits initiated before the payment of the balance, and in the event of evaluation.

**6. Financial and contractual rules for beneficiary Partners**

(a) **Grant awarded**

The grant shall be of a maximum amount of **19.448,00 EUR** and will take the form of unit contributions and reimbursement of eligible costs.

(b) **First pre-financing payment**

The Coordinator will transfer the pre-financing payment of EUR **3 889,6**  (20%).

(c) **Subsequent payments:**

Second, Third and Fourth subsequent payment will be EUR **3 889,6**  (20%).

(d) **Final payment**

The final report is considered as the Coordinator’s request for payment of the balance of the awarded grant. The payment will correspond to 20% of the grant awarded, **3 889,6**  **EUR.**

(e) **Payment Conditions**

All payments will be made by the Coordinator within 60 days of the approval of the project interim and/or final reports.

All payments shall be made to the organisation listed in the submitted project by bank transfer ONLY.

Payments shall be made in accordance with the agreed Czech National Agency’s payment structure and the successful project tasks, duties and interim reports.

All internal and external reports must first be assessed before payments are authorised.

**7. Specific Tasks and responsibilities of each Beneficiary Partner**

The Beneficiary Partner will follow the tasks and responsibilities as described in the application form.

The following are the specific tasks and responsibilities for the Beneficiary Partner over the term of the project:

-Creation of DIGITAL MAP OF EUROPEAN FOLK CHARACTERS (The Golem of Prague , Pinocchio from Italy ...etc )

-Broshures about : 'Cultural heritage under risk - Reasons''- ''How to Preserve our heritage''

- organizing an LTT

-Answering the emails on time

-Finish the work planned on time

-Send material to the webpage-etwinning

-social media page of the local/international activities

-Update the project corners

-Cooperate with the local press

-Create a team for the budget control and organize the travel documents

-Organise regular meetings

-Share the knowledge and experience gained with colleagues, students and parents after the transnational meetings and learning, teaching activities

-Each hosting organization will prepare a project newsletter after the meeting ( TPM or LTT )

- Monitoring the Project activities, collecting reports from partners in every 3 months.

- Arrange regular meetings with local authorities and parents to emphasize the importance of the project.

- Keeping all the documents according the rules for the Czech accountancy.

- Providing all necessary documents required by the Czech National Agency for delivering the project.

-Establish project implementation team, monitoring team, dissemination working group, management team which will also be responsible of the budget control.

-All partners are responsible for dissemination of the Project

\*Please note, roles and responsibilities may be subject to change and/or alterations.

**8. Required Reports**

1. The Partner shall provide the Coordinator with any information and documentation required for the preparation of the monitoring reports and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative.
2. The Partner shall provide the Coordinator with any information and documentation 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 the end of the project period.

**9. Monitoring and supervision**

(a) The Partner shall make available to the Coordinator, in a timely manner, any information that the latter may request from them concerning the carrying out of the work programme covered by the awarded contract.

(b) The Partner shall make available to the Coordinator any documentation making it possible to ascertain that the aforementioned work programme is being, or has been, carried out.

(c) In cases of concerns relating to the project implementation and/or mismanagement of project finances, the Coordinator may request an on-the-spot check and/or audit. Subsequent project payments may be held until satisfactory evidence and supporting documentation has been provided.

**10. Force majeure**

(a) The NA and the Commission shall not be held liable for any damage caused or sustained by any of the beneficiaries, including any damage caused to third parties as a consequence of or during the implementation of the Project.

(b) Except in cases of force majeure, the beneficiaries shall compensate the lead organisation for any damage sustained by them as a result of the implementation of the Project or because the Project was not implemented or implemented poorly, partially or late.

(c) "Force majeure" shall mean any unforeseeable exceptional situation or event beyond the parties' control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part or on the part of subcontractors, affiliated entities or third parties involved in the implementation and which proves to be inevitable in spite of exercising all due diligence. Any default of a service, defects in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.

(d) A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.

(e) The parties shall take the necessary measures to limit any damage due to force majeure. They shall do their best to resume the implementation of the Project as soon as possible.

(f) The party faced with force majeure shall not be held to be in breach of its obligations under the Agreement if it has been prevented from fulfilling them by force majeure.

**Lead Organisation (Coordinator)** **Beneficiary (Partner Organisation)**

Genesis, z.s. Střední průmyslová škola Otrokovice

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Signature and stamp Signature and stamp

The legal representative The legal representative

Name: Aneta Bednářová Name: Libor Basel

Place, Date: Herálec, 1. 3. 2021 Place, Date: Otrokovice, 24. 3. 2021