

144/21

**Partnership Agreement**  
**entered into pursuant to the agreement executed between the Contracting Parties and**  
**without prejudice to the protection of either of the Contracting Parties within the**  
**meaning of Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, as amended**  
**(hereinafter referred to as the “Civil Code”)**

**Article I**  
**Contracting Parties**

**The Vysočina Region**

registered office: Žižkova 57, 587 33 Jihlava

represented by: Mgr. Vítězslav Schrek, MBA, President of the Region

person authorized to sign: RNDr. Jan Břížďala, a member of the Regional Council for Education

ID No.: 70890749

bank details: Sberbank CZ, a.s., Jihlava branch

account number: 1 200 102 487/6800

(hereinafter referred to as the “Beneficiary”)

and

**Rectorat de l'académie de Reims**

Rue Navier 1, 51082 Reims, France

represented by: Olivier Brandouy, Recteur de l'académie

PIC: 933425957

bank details: Banque de France

IBAN: FR74 3000 1002 77A5 1000 0000 019

SWIFT: BDFEFRPPCCT

(hereinafter referred to as the “Partner”)

have entered into this Partnership Agreement (hereinafter referred to as the “Agreement”) on the day, month and year written below, as follows:

**Article II**  
**The Subject-Matter and Purpose of the Agreement**

1. The subject-matter of this Agreement is the regulation of the legal positions of the Beneficiary and the Partner, their roles and responsibilities, as well as the regulation of their mutual rights and obligations during the implementation of the Project entitled “Education for Sustainable Development” (hereinafter referred to as the “Project”) implemented within the framework of the Erasmus+ programme, KA2: Strategic partnerships for school education.
2. When implementing the Project, the Beneficiary and the Partner are obliged to follow the rules specified in this Agreement, in Grant Agreement No. 2020-1-CZ01-KA201-078286 (hereinafter referred to as the “Grant Agreement”) available from <https://smlouvy.gov.cz/smlouva/14375060>), and/or in any other legal act issued by the Centre for International Cooperation in Education, financial support provider (hereinafter referred to as the “Financial support provider”).

### **Article III**

#### **The Rights and Obligations of the Contracting Parties**

The Contracting Parties have agreed to jointly participate in the implementation of the Project referred to in Art. II hereof as follows:

1. The Beneficiary shall carry out the following activities:
  - managing the Project, preparing the organizational and communication chart within the framework of the Project, including making a determination of the persons responsible for the implementation of activities and for communication;
  - managing the Project's budget, collecting and archiving accounting documents for the part of the budget for which the Beneficiary is responsible;
  - communicating with the financial support provider;
  - setting the content framework of the Project's activities;
  - ensuring the professional guarantee of materials created during the Project's implementation;
  - preparing and managing conferences, workshops, internships and other mobilities organized in the Czech Republic;
  - complying with the time schedule of activities and the time schedule for drawing on the allocated budget;
  - arranging the selection of service suppliers;
  - evaluating the Project activities on a continuous basis, completing the interim report;
  - performing an overall evaluation of the Project's outputs, completing the final report;
  - carrying out and managing the Project's publicity;
  - coordinating and ensuring the dissemination of the Project's results;
  - processing modifications of and amendments to the Project;
  - discussing all changes and obligations with the Partner.
  
2. The Partner shall carry out the following activities:
  - implementing the parts of the Project for which the Partner is responsible in due time, in accordance with the description provided in the Project application and in accordance with potential changes approved by the Financial support provider;
  - complying with all rules and fulfilling all obligations specified in the Grant Agreement concluded between the Beneficiary and the Financial support provider;
  - securing financing for the Partner's portion of the Project budget;
  - fulfilling all obligations related to the implementation of the Partner's portion of the Project that have been assigned in the Grant Agreement and in the Erasmus+ Programme Guide 2020 available from [https://ec.europa.eu/programmes/erasmus-plus/resources/documents/erasmus-programme-guide-2020\\_en](https://ec.europa.eu/programmes/erasmus-plus/resources/documents/erasmus-programme-guide-2020_en);
  - preparing supporting materials for performing a continuous evaluation and the interim report, providing an overall evaluation and creating the final report;
  - preparing, commenting on and evaluating the Project's outputs;
  - helping to propose modifications and amendments to the Project;
  - creating an account statement of costs incurred within the deadlines and in the form determined by the Beneficiary;
  - ensuring a portion of the Project's publicity (the Partner's website, information signs, use of logotypes);
  - complying with the time schedule of activities and the time schedule for drawing on the allocated budget;
  - carrying out other activities in accordance with this Agreement;
  - appointing a person responsible for implementing the Partner's activities and a contact person for handling communication;
  - preparing individual supporting materials to disseminate the Project's outputs;

- publishing information about the involvement in the Project on the Partner's website together with transferring knowledge acquired throughout individual activities.
3. The Beneficiary and the Partner undertake to be fully responsible for the performance of the activities they are supposed to carry out under this Agreement.
  4. The Partner is obliged to act in a manner that does not jeopardize the implementation of the Project or the interests of the Beneficiary.
  5. The Partner is entitled to all information concerning the Project, particularly its financial management, the Project results achieved, and the related documentation.
  6. Furthermore, the Partner agrees to:
    - keep accounts in a manner ensuring that the relevant documents relating to any portion of the Project meet the requirements of an accounting document within the meaning of the Partner's national legislation governing accounting;
    - the documents in question are correct, complete, conclusive, comprehensible, kept in writing in a chronological manner and in a way ensuring the durability of the data;
    - revenues and expenses incurred are recorded analytically, i.e. documents must be clearly marked as relating to the Project (the Project title and the Grant Agreement No.);
    - in the case of expenses incurred by the Partner, the Partner is always responsible for the correctness of the data in the document and for its issuance;
    - immediately provide in writing, upon request by the Beneficiary, required additional information related to the Project's implementation;
    - properly store all documents related to the Project's implementation in accordance with the applicable legal regulations of the Partner's state and the European Communities;
    - in the event of the establishment of supplier-customer relations, to comply with the rules of the purposefulness and eligibility of expenses;
    - comply, throughout the whole term of the implementation and sustainability of the Project, with the legal regulations of the European Communities (EC) and EC policies, in particular the competition rules, applicable regulations governing public support, the principles of environmental protection and the promotion of equal opportunities;
    - manage the funds provided on the basis of cooperation in the Project correctly, cost-effectively, efficiently and purposefully;
    - when carrying out activities under this Agreement, promote the Project in accordance with the Beneficiary's instructions;
    - during the implementation of the Project, provide cooperation in achieving the Project's outputs;
    - allow an audit of all documents related to the activities carried out by the Partner as part of the Project, allow continuous verification of the activities carried out that the Partner has undertaken to perform under this Agreement, and provide cooperation to all persons authorized to conduct such audits or persons designated by them, as appropriate. These authorized persons include the European Commission and the European Court of Auditors and other authorities or persons authorized to conduct audits, where appropriate;
    - notify the Beneficiary, without delay, of any conducted audits arising from participation in the Project pursuant to Article II hereof, of all suggested corrective measures, if any, resulting from these audits and the implementation thereof;
    - inform the Beneficiary, without delay, about any and all changes in the Partner's affairs in relation to the Project or changes related to the activities carried out by the Beneficiary under this Agreement.
  7. All activities carried out by the Partner under this Agreement shall be financed in accordance with Article IV hereof. The Partner is not entitled to finance any of the

activities carried out under this Agreement from other funds having the nature of public expenses, other EU structural funds or other EU funds.

8. In all its activities for the target groups, which are of a small scale support nature ("de minimis") or state aid under block exemptions, the Partner is obliged to follow the instructions given by the Beneficiary and ensure that such support is only used by those entities that may use it, and to provide sufficient supporting materials to the Beneficiary to keep transparent records of the support provided.

#### **Article IV Project Financing**

1. The Project pursuant to Article II hereof shall be financed from the funds to be provided to the Beneficiary in the form of financial support under the Erasmus+ programme and from the funds of the Beneficiary and the Partner.
2. Financial resources obtained to carry out the activities pursuant to Article III hereof can only be used by the Beneficiary and the Partner to cover the most necessary expenses and, at the same time, expenses regarded as eligible within the meaning of this Agreement and the Grant Agreement, and incurred by the Beneficiary or the Partner no earlier than on the day on which the approval letter was delivered to the Beneficiary.
3. The financial resources equaling EUR 136 115 received by the Beneficiary for the implementation of the Project in the form of financial support under the Erasmus+ programme shall be used by the Beneficiary to secure the Project's activities.
4. The maximum amount of subsidy for the Partner for the term of this Agreement is EUR 10 200<sup>1</sup>. The Partner's detailed budget is specified in the annex No. 1 to this Agreement. The Partner is obliged to follow the expenditure structure in the budget. In case any of the Partner's eligible expenses incurred while implementing the Project exceeds the budgeted amount, the Partner shall pay the difference from its own budget. The Beneficiary will compensate the Partner only for necessary eligible expenses incurred while implementing the Project.
5. In accordance with the Erasmus+ programme, the following expenses incurred while implementing the Project shall be eligible:
  - costs of project management and organization
    - coordination and communication between partners, planning project activities
    - wage costs associated with management and administration
    - promotion (brochures, leaflets, website)

They will be provided to the Partner in the maximum amount of 250 EUR/month.

- costs of international project meetings
  - air tickets, local transport and accommodation and other travel expenses (meal allowance, travel insurance, spending money or other costs associated with mobility) – paid by the Partner from its own budget. The Partner shall document its expenses to the Beneficiary after the end of mobility in the form of attendance lists and a Confirmation of Mobility (Certificate of Attendance).

Costs associated with international project meetings shall be drawn by the Partner to the maximum amount based on the Project's budget depending on the number of participants and the distance.

- costs of educational activities
  - air tickets, local transport and accommodation and other travel expenses (meal allowance, travel insurance, spending money or other costs associated with mobility) – paid by the Partner from its own budget. The Partner shall document its expenses to the Beneficiary after the end of mobility in the form of attendance lists and a Confirmation of Mobility (Certificate of Attendance).

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<sup>1</sup> According to the approved budget.

Costs of educational activities shall be drawn by the Partner to the maximum amount based on the Project budget depending on the number of participants and the distance.

6. The Partner shall receive the first advance payment of EUR 4 080<sup>2</sup> no later than 30 days after the Grant Agreement shall become effective.
7. The Partner shall receive the second advance payment of EUR 4 080<sup>3</sup> no later than 60 days after receipt of the second advance payment from the Financial support provider to the Beneficiary's bank account.
8. After carrying out the Project's activities (mobilities), the Partner shall present to the Beneficiary documents on performed mobilities (attendance lists, Confirmation of Mobility). Other documents (boarding passes, tickets, air tickets, accommodation expenses) shall be archived by the Partner for the necessary period of time in accordance with the Grant Agreement.
9. The Partner shall process a report of the implementation of its project theme.
10. The Beneficiary shall summarize and organize the Partner's individual outputs and arrange for their publication on the Project's website.
11. The Partner shall receive the final payment<sup>4</sup> after completion of the Project on the basis of documented actual, duly shown expenses incurred by the Partner and on the basis of the Confirmation of Mobility and the requested outputs specified in Clauses 8 and 9, but no more than up to the amount specified in Clause 4.

#### **Article V Liability for Damage**

1. The Beneficiary shall be legally and financially responsible for the Partner's correct and lawful use of the financial support towards the Financial support provider.
2. The Partner is obliged to compensate the Beneficiary for any and all damage for which the Beneficiary is responsible under Article V (1) hereof and which was suffered by the Beneficiary as the result of any violation of the obligations under this Agreement by the Partner.
3. The Partner is obliged to compensate the Beneficiary from its own resources for losses caused due to a change of a participant or due to the failure to send a participant to a foreign mobility.
4. The Partner shall be responsible for any damage suffered by the Beneficiary or third parties as a result of any violation of the Partner's obligations under this Agreement as well as under the general provisions of applicable legal regulations.
5. The Partner shall not be responsible for any damage caused by any act or omission by the Beneficiary.

#### **Article VI The Other Rights and Obligations of the Contracting Parties**

1. The Contracting Parties are obliged to refrain from taking any actions that could preclude or hinder the purpose of this Agreement.

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<sup>2</sup> The first advance payment equaling 40 % from the amount earmarked for mobility and the costs of proceedings.

<sup>3</sup> The second advance payment equaling 40 % from the amount earmarked for mobility and the costs of proceedings.

<sup>4</sup> The balance payment equal to 20% from the amount earmarked for mobility and the costs of proceedings based on actual expenses.

2. The Contracting Parties are obliged to inform each other about any circumstances relevant for the performance of this Agreement without undue delay.
3. When implementing the Project, the Contracting Parties are obliged to act ethically, correctly, transparently and in accordance with good manners.
4. The Partner is obliged to communicate to the Beneficiary, within 5 working days after signing this Agreement, the contact details of the employee in charge of coordinating the Project-related activities referred to in Article II hereof.
5. The Beneficiary may terminate this Agreement at any time if the Partner fails to sufficiently fulfil or comply with its contractual obligations, unless this was caused by *force majeure*, after informing the Partner accordingly by a registered letter, if the Partner fails to fulfil or comply with its contractual obligations within one month after delivery of this letter.
6. The Partner is obliged to communicate to the Beneficiary without delay all relevant information about events that could affect the performance of this Agreement.
7. This Agreement is executed in three counterparts, of which the Beneficiary shall receive 2 copies and the Partner shall receive one copy.
8. The Contracting Parties hereto declare and confirm with their signatures to have full legal capacity and to enter into this Agreement as a free act and deed and not under duress or under conspicuously disadvantageous conditions and that they have duly read the Agreement and agree with its contents.
9. The Partner expressly agrees that the entire text of the Agreement, including signatures, will be published in the Public Administration Information System – the Register of Contracts. The Contracting Parties have agreed that the statutory obligation under Section 5(2) of the Act on the Register of Contracts shall be fulfilled by the Beneficiary.

**Article VII**  
**The Term of the Agreement**

1. This Agreement is concluded for a definite period of time ending on 31 December 2023.

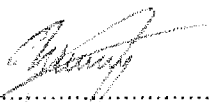
**Article VIII**  
**Other Provisions**


1. Any modifications to this Agreement may only be carried out upon agreement of the Contracting Parties in the form of numbered written amendments hereto signed by the authorized representatives of the Contracting Parties.
2. This Agreement shall come into force after being signed by the authorized representatives of the Contracting Parties and shall become effective after being published in the Public Administration Information System – the Register of Contracts.
3. Any relations between the Contracting Parties that are not addressed in detail shall be governed by the Civil Code and by other generally binding legal regulations of the Czech Republic.

4. The Assembly of the Vysočina Region took a decision on the conclusion of this Agreement on 23 March 2021 in its Resolution No. 0141/02/2021/ZK.

In Jihlava, on 05. 05. 2021

In Reims, on 7 avril 2021

  
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Beneficiary

  
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Partner

Annex No. 1 to the Partnership Agreement – The Partner's budget

Country of Organisation	Organisation	Project Management and Implementation	Exceptional Costs	Transnational Project Meetings	Learning, Teaching, Training Activities	Grant	First Advance Payment (40 %)	Second Advance Payment (40%)	Final Payment (20 %)
CR	Kraj Vysočina	13 500,00 €	3 000,00 €	2 875,00 €	1 515,00 €	20 890,00 €	8 356,00 €	8 356,00 €	4 178,00 €
CR	Gymnázium a Obchodní akademie Pelhřimov	6 750,00 €		1 150,00 €	7 035,00 €	14 935,00 €	5 974,00 €	5 974,00 €	2 987,00 €
CR	Gymnázium Žďár nad Sázavou	6 750,00 €		1 150,00 €	7 130,00 €	15 030,00 €	6 012,00 €	6 012,00 €	3 006,00 €
CR	Vysočina Education, školské zařízení pro další vzdělávání pedagogických pracovníků a středisko služeb školám	6 750,00 €		2 300,00 €		9 050,00 €	3 620,00 €	3 620,00 €	1 810,00 €
Finland	Tampereen klassillinen lukio	6 750,00 €		2 300,00 €	13 220,00 €	22 270,00 €	8 908,00 €	8 908,00 €	4 454,00 €
France	Lycée général et technologique Hugues Libergier	6 750,00 €		2 875,00 €	14 025,00 €	23 650,00 €	9 460,00 €	9 460,00 €	4 730,00 €
France	Reclorat de l'académie de Reims	6 750,00 €		3 450,00 €		10 200,00 €	4 080,00 €	4 080,00 €	2 040,00 €
Austria	Amr der NÖ Landesregierung, Abteilung Wissenschaft und Forschung	6 750,00 €		2 300,00 €	11 040,00 €	20 090,00 €	8 036,00 €	8 036,00 €	4 018,00 €
<b>Grant</b>		<b>60 750,00 €</b>	<b>3 000,00 €</b>	<b>18 400,00 €</b>	<b>53 965,00 €</b>	<b>136 115,00 €</b>	<b>54 446,00 €</b>	<b>54 446,00 €</b>	<b>27 223,00 €</b>