



## PARTNERSHIP AGREEMENT

Under Erasmus+ Programme - Strategic Partnerships  
for Creativity Strategic for Adult Education funding (KA227)

Project name: **The importance of legends and folk tales in  
the social reactivation of adult learners and  
overcoming the consequences of covid-19**

Acronym: **Stories make life better**

Project number: **2020-1-SI01-KA227-ADU-093570**

This Agreement (hereinafter referred to as "the Agreement") is concluded by the following parties:

### APPLICANT ORGANISATION

#### Public Library Šmarje pri Jelšah (Knjižnica Šmarje pri Jelšah)

Aškerčev trg 20

3240 Šmarje pri Jelšah

Institution code: 1803794000

VAT ID: 61028797

Bank account number: SI56 0132 4600 0000 105 (Banka Slovenia).

OID number: E10102630

represented for the purposes of signing this agreement by **the director Marko Samec, PhD**,  
hereafter named *»the Coordinator«*.

### PARTNER ORGANISATION 2

#### Municipal library Prachatice (Městská knihovna Prachatice)

Husova 71

383 01 Prachatice

Czech Republic

Institution code: 00583197 (ID)

VAT number: /

Current account number: CZ 97 0600 0000 0001 9364 2279

OID number: E10079431

represented for the purposes of signing this agreement by **the director Mgr. Hana Mrázová**,  
hereafter named *»the Beneficiary«*.

The above parties have agreed as follows:



## Article 1 – Subject

1.1 This Agreement defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ project *The Importance of Legends and Folk Tales in the Social Reactivation of Adult Learners and Overcoming the Consequences of Covid-19 - STORIES MAKE LIFE* (hereinafter referred to as the “project”).

1.2 The coordinator and the beneficiary, undertake to do everything in their power to carry out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement 2020-1-SI01-KA227-ADU-093570 concluded between the coordinator and the National Agency, related to the above-mentioned project.

1.3 The subject matter of this Agreement and the related work programme are detailed in the annexes of the Grant Agreement.

1.4 The coordinator and the beneficiaries shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter. By signing the Agreement, the beneficiary accepts the grant and agrees to carry out the project at their own risk.

1.5 The subject matter of this Agreement and related information in the annexes form an integral part of this contract and each party declares to have read and approved that.

## Article 2 – Duration

2.1 This Agreement shall enter into force on the date the both parties sign but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 Duration of the project is 24 months. It **starts on 01.03.2021 and ends on 28.02.2023**.

2.3 The period of eligibility of the costs starts on 01.03.2021 and finishes on 28.02.2023. The period of eligibility of the activities and the costs shall be in accordance with the dispositions of the Grant Agreement or any subsequent amendments of it.

2.4 The present Agreement shall remain in force until the coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the National Agency.

## Article 3 – Obligations and responsibilities

### 3.1 General obligations and role of the beneficiaries (including the coordinator).

The beneficiaries:

- (a) are jointly responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement and approved application, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) are jointly responsible for complying with any legal obligations incumbent on them jointly or individually;

(d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;

(e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project;

(f) undertake to respect the principles of the Erasmus+ program and to carry out all activities in accordance with the provisions of the Erasmus+ Guide and the guidelines for the specific strand of adult education;

### 3.2 Specific obligations and role of the coordinator.

The coordinator undertakes to:

(a) be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;

(b) be the intermediary for all communication between the beneficiaries and the National Agency, and inform the beneficiaries of any relevant communication exchanged with the National Agency;

(c) inform the beneficiaries of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;

(d) as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries without unjustified delay and in accordance with the dispositions for payments;

(e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;

(f) comply with all reporting requirements vis-à-vis the National Agency, as per the dispositions of the Grant Agreement. The coordinator shall not delegate any part of this task to any beneficiaries.

(g) establish payment requests on behalf of the beneficiaries, as per the dispositions of the Grant Agreement;

(h) provide one copy of this Agreement duly signed to beneficiary and to the National Agency within 6 months of the signature of the Grant Agreement;

(i) provide the beneficiary with official documents related to the project, such as application form, the Guidelines for the Use of the Grant, the various reports templates and any other relevant document concerning the project;

(j) transmit to the beneficiary copies of all reports submitted to the National Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits;

(k) be responsible for the sound financial management and cost efficiency of the funds allocated to the project.

### 3.3 Specific obligations and role of each beneficiary (excluding the coordinator).

Each beneficiary undertakes to:

(a) ensure adequate communication with the coordinator and with the other beneficiaries;

(b) support the coordinator in fulfilling its tasks according to the Grant Agreement;

(c) submit in due time to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;

(d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;

(e) notify in due time the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);

(f) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;

- (g) comply with Erasmus+ and national rules, including rules on public procurement, state aid, publicity and equal opportunities;
- (h) be responsible for the sound financial management of the funds allocated to the beneficiary;
- (i) prepare and submit the partners reports in a timely manner to the coordinator.
- (j) each beneficiary undertakes to ensure the active dissemination of the project and project results in their country, including the active participation of the associated project partners.

#### Article 4 – Financing the action

4.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to **EUR 60,880.00**. The total maximum amount of each beneficiary is set out in Annex 1.

4.2 The final financial contribution shall depend on the evaluation of the quality of the results of the project n° **2020-1-SI01-KA227-ADU-093570** pursuant to the rules laid down at Annexes II and IV of the Grant Agreement and this agreement itself, but shall, under no circumstances, give rise to a profit.

4.3 Full details of the estimated budget breakdown per funding source, beneficiary and budget category is given in Annex 1 of this Agreement.

4.4 In order to ensure full implementation of the project, the grant amount should be supplemented with the own input of each of the beneficiaries.

4.5 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**.

4.6 Any budget transfer shall result in an increase of maximum 20% of the amount awarded to that budget category as specified in Annex 1. Transfers between budget categories could be made **only after agreement in written form (e-mail or paper) with the Coordinator**.

4.7 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 I. In such case the maximum increase of 20% of the budget category Special needs support shall not apply. **Coordinator must be informed in advance in written form (e-mail or paper)**.

#### Article 5 - Payment arrangements

5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary using the accounts stipulated in Annex 1 of this agreement. For this purpose, the beneficiary will send **Request for payment** (the draft is in Annex 4) to the coordinator, duly signed by the beneficiary's legal representative for each payment defined by the coordinator on the basis of this agreement and the reports prepared. The form set out in Annex 3, completed and signed by the legal representative, is a mandatory annex to the request for payment.

5.2 All payments shall be made to the beneficiary's bank account, denominated in EURO. If the bank account of the beneficiary changes, the new bank account details need to be communicated in a

timely manner to the coordinator by filling in the form, signed by the legal representative of the beneficiary.

5.3 The coordinator commits himself to carrying out payments relating to the subject matter of this contract to the beneficiary according to the achievement of the tasks in accordance with the following timetable and procedure:

a. first pre-financing:

The coordinator will transfer **40% (7.674,00 EUR)** of the beneficiary's total Erasmus+ grant budget within 30 calendar days after signing this Agreement (both sides) and receiving the first advanced payment from the National Agency. The basic condition for advance payment is completed request for payment (annex 4) and completed form with the bank account details (annex 3).

b. Second pre-financing:

The coordinator will transfer **40% (7.674,00 EUR)** of the beneficiary's total Erasmus+ grant budget within 30 calendar days after receiving the 2nd payment from the National Agency.

This will be done 60 days after the coordinator submits an interim report to the National Agency. Each beneficiary undertakes to prepare its part of the interim report and deliver it to the coordinator within the required time, together with all needful documentation about incurred costs from the first payment).

c. Final (balance) payment

Balance payment of the grant will be reimbursed to the beneficiary's account within 30 days after the coordinator receives payment from the National Agency. But not more than **20%** of beneficiary's total grant **(3.837,00 EUR)**

The coordinator will receive final (balance) payment from National Agency 60 after approval of the final report submission.

Beneficiary will have to pay for the last part of the costs from their budgets for the successful implementation of the project. After all needful documentation about incurred costs from the second payment and all payments after coordinator's Final report approval - the beneficiary will get the last part of payment. The last part of the payment will be calculated according to the final report and the final approval of Slovenian National agency (Cmepius).

5.4 All payments shall be regarded as advances pending explicit approval by the National Agency of the final report, the corresponding cost statement and the quality of the results of the project.

5.5 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the project, the beneficiary(ies) responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator within 15 (fifteen) working days after receipt of notice from the coordinator. If the actual eligible expenditure is lower than previously received instalments and parts of the funds have not been consumed until the end of the project, the beneficiary will reimburse the corresponding amount to the coordinator.

## Article 6 – Currency requests for payments and payments

6.1 All payments will be made in Euro.

6.2 Where the partner keeps its general accounts in Euro, it shall convert costs incurred in another currency into Euro according to its usual accounting practices.



6.3 Where the Partner keeps its general accounts in a currency other than the Euro, it shall convert costs incurred in another currency into Euro 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. 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/infoeuro/infoeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm)), applicable at the time when the last of the two parties (National Agency and Coordinating institution) signed the Grant agreement, ensuring that they always receive the Euro counter equivalent and determined over the corresponding reporting period.

## **Article 7 – Financial obligation of Beneficiary**

7.1 Beneficiary undertakes to accomplish planned activities following project application and updated plans, which have to be agreed with all partners, and to use planned budget (see Annex 1 to this Agreement).

7.2 Beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the beneficiary will be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.

7.3 The costs of financial transfers charged by the bank shall be borne by the beneficiary receiving the part of the grant from the coordinator. These expenses will be deducted from the next instalment to the beneficiary.

## **Article 8 – Reporting**

8.1 The coordinator is responsible for submitting in due time to the National Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the beneficiaries commit to provide the coordinator with all necessary information and copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement in accordance with following procedure:

- (a) The beneficiary undertakes to submit the reports to the coordinator in English language.
- (b) In order to provide adequate information on the progress of the project within the project partnership, the beneficiary will prepare substantive and technical interim reports on the implemented activities and project results, indicators, dissemination.
- (c) The (substantive) technical and financial reports of each of the beneficiary will be the base for preparation of the Progress (interim) report (at half of the project implementation period) and Final Report (at the end of the project) that will be delivered to the National agency by the coordinator.
- (d) Reporting on the various activities carried out events (project meetings, learning, teaching, training activities, project results, dissemination, etc.) by all beneficiaries.
- (e) The beneficiary will provide the coordinator with all the necessary supporting documents and, where appropriate, with certified copies of all the necessary supporting documents completed and signed by the legal representative in a timely manner.

- (f) The beneficiary undertakes to submit a complete interim report to the coordinators by 15 February 2022 at the latest, or by a date to be determined jointly and written in e-correspondence.
- (g) The beneficiary undertakes to submit a final report with all required documents to the coordinator no later than 31 March 2023. Or by a date to be determined jointly and written in e-correspondence.

8.2 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.

8.3 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 Partner under the present Agreement.

## Article 9 – Visibility of European Union Funding

9.1 The coordinator and each beneficiary shall ensure adequate promotion of the project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the project.

9.2 Any notice or publication by the project, including at meetings, learning, training, teaching activities, dissemination activities or in any information or promotional materials (such as brochures, leaflets, posters, presentations, in electronic form, etc.), must specify that the project is being financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules:

- a) indicate that the action has received funding from the Union (Program Erasmus+); and display the European Union emblem.
- b) When displayed in association with another logo, the European Union emblem must have appropriate prominence.

9.3 Each project product (publication, video, guide, etc.) must contain an annotation next to the European Union emblem (Program Erasmus+):

*This project has been funded with support from the European Commission. This publication [communication] reflects the views only of the author, and the Commission cannot be held responsible for any use which may be made of the information contained therein.*

9.3 Guidelines for beneficiaries and other third parties are available at [http://eacea.ec.europa.eu/about\[1\]eacea/visual-identity\\_en](http://eacea.ec.europa.eu/about[1]eacea/visual-identity_en).

## Article 10 – General administrative provisions

10.1 Any important project related communication between the parties shall be done in writing and addressed to the appointed project coordinator of each beneficiary, as per the details below:

For the coordinator:

Public Library Šmarje pri Jelšah  
Irena Černelč, librarian  
irena@kspj.si



+386 40 454 653

For the beneficiary:  
Municipal library Prachatice  
Mgr. Milena Halámková, librarian  
halamkova@knih-pt.cz; milena.halamkova@gmail.com  
+420 388 607 714, +0420 739 068 233

10.2 Any changes to the above information should be communicated in a timely manner.

### **Article 11 – Duty to Keep Documents**

11.1 The Beneficiary must keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised 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 12 – Force Majeure**

12.1 If either party faces a case of force majeure (as per defined in Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

12.2 Neither of the parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to force majeure. The parties shall take all necessary measures to minimize possible damage to successful project implementation.

### **Article 13 – Liability**

13.1 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.

13.2 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 contract, 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 14 – Usage of the Results of the Project**

14.1 The beneficiary undertakes to disseminate freely accessible information on the Project implementation activities at national and (or) international levels.

14.2 The Partners and Coordinator undertake to provide free access in the Internet to the intellectual outputs developed within the Project.

### **Article 15 – Applicable law and jurisdiction**





15.1 This Agreement is governed by the Slovenian law, being the law of the coordinator's country.

15.2 In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the coordinator's country.

15.3 This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

15.4 If the event that any of the beneficiaries fail to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate their participation in the project, upon formal written authorisation by the National Agency.

#### Article 16 – Amendments or additions to the contract

16.1 Amendments to this contract Agreement shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this contract.

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#### Annexes

1. Detailed budget relating to the activities of the beneficiaries.
2. Description of the beneficiaries' tasks and responsibilities.
3. Individual Bank account of each beneficiary organisation
4. Partner Request for Payment template

#### SIGNATURES

For the coordinator  
Public library Šmarje pri Jelšah

The legal representative  
Marko Samec, PhD



*Signature*

Signature and stamp

Šmarje pri Jelšah, 24/05/2021

For the beneficiary  
Municipal library Prachatice

The legal representative  
Hana Mrázová, Mgr.

Signature and stamp

Prachatice, DD/MM/YYYY