

Partnership Agreement

Between

Masaryk University

And

UNIVERZITA PAVLA JOZEFA SAFARIKA V KOSICIACH

In the framework of the NEWMED project

The present Partnership Agreement (hereinafter referred to as the "PA") is made and entered into by and between

Masarykova univerzita (hereafter the Coordinator)

Zerotínovo nám. 9

601 77 Brno

Czech Republic

represented by prof. MUDr. Martin Bareš, Ph.D., the Rector

and

UNIVERZITA PAVLA JOZEFA SAFARIKA V KOSICIACH (hereafter the Partner)

Šrobárova 2

04180 Košice

Slovakia

represented by prof. RNDr. Pavol Sovák, CSc., the Rector

The purpose of the PA is to define the organization of the partnership by regulating the rights and obligations of the Coordinator and the Partner in order to implement the Erasmus+ Key Action Cooperation for innovation and the Exchange of good practices, Action Strategic Partnerships

The Parties hereby agree as follows:

1. Subject

- 1.1 The subject of the Agreement is the *Project* entitled **New Era in Medical Education (NEWMED)**. The Coordinator and the Partner commit themselves to carry out the work programme covered by this agreement.
- 1.2 The funding comes under the agreement 2020-1-CZ01-KA226-HE-094424 concluded between the Coordinator and the Centre for International Cooperation in Education ("the Executive Agency") within the Erasmus+ Key Action Cooperation for innovation and the Exchange of good practices, as described in Annex I.

- 1.3 By signing this Agreement, the Partner and the Coordinator are liable for carrying out their given obligations in accordance with this Agreement.
- 1.4 The final financial contribution shall depend on the evaluation of the quality of the results of the project 2020-1-CZ01-KA226-HE-094424 and the respect of the rules laid down at the Community level, particularly in the Administrative and Financial Rules, but shall, under no circumstances, give rise to a profit.
- 1.5 This Agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project under the Agreement 2020-1-CZ01-KA226-HE-094424 passed between the Coordinator and the Executive Agency.
- 1.6 The subject matter of this contract and the related work programme are detailed in the annexes, which form an integral part of this Agreement and that each party declares to have read and approved.

2. Duration

- 2.1. The project referred to in Article 1.1 has a duration of 24 months. It starts on 01/03/2021 and ends on 28/02/2023.
- 2.2. This Agreement becomes valid on the date of signature by the last of both participating parties to the Agreement and enters into force upon its publication in the Register of Contracts pursuant to the Act no. 340/2015 Coll. of the Czech Republic, on special conditions for the effectiveness of some contracts, the disclosure of these contracts and the Registry of contracts (Act on the Registry of contracts). This Agreement terminates at the moment of payment of the balance of the Agreement to the Partner, as mentioned in Article 6.
- 2.3. The period of eligibility of the costs starts on 01/03/2021 and ends on 28/02/2023.
- 2.4. The concrete project timeline is provided in the Annex IV.

3. Obligations of the Coordinator

The Coordinator shall:

- 3.1. take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this Agreement and in its annexes, in accordance with the objectives of the project as set out in the Grant Agreement 2020-1-CZ01-KA226-HE-094424 concluded between the Executive Agency and the Coordinator;
- 3.2. provide the Partner with copies of all documents and its annexes relevant for Project realization and carrying out Partner obligations in accordance with this Agreement. These documents shall be provided in English;
- 3.3. notify and provide the Partner with any amendment made to the Grant Agreement 2020-1-CZ01-KA226-HE-094424 concluded with the Executive Agency;

- 3.4. fulfil all of its obligations towards the Executive Agency in accordance with Annex I of this Agreement.

4. Obligations of the Partner

The Partner shall:

- 4.1. take all the steps necessary to prepare for the performance of its obligation under this Agreement and correctly manage its part of the work programme set out in this Agreement and its annexes, in accordance with the objectives of the project as set out in the Agreement 2020-1-CZ01-KA226-HE-094424 concluded between the Executive Agency and the Coordinator;
- 4.2. specifically carry out the delegated activities, respecting the given deadlines and quality indicators, as set out in annexes of this Agreement;
- 4.3. produce the interim and final financial reports, respecting the given deadlines and agreed forms;
- 4.4. produce the interim and final activities, evaluation and dissemination reports, respecting the given deadlines and agreed forms;
- 4.5. communicate to the Coordinator any information or document required by the latter that is necessary for the management and implementation of the project; inform the Coordinator in advance on any transfer between headings of eligible costs; inform the Coordinator in advance about personnel working in the project;
- 4.6. accept responsibility for all information communicated by the Partner to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.7. define in conjunction with the Coordinator the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights;
- 4.8. participate in creation of intellectual output O1 Detailed analysis of transition to online teaching, O2 Methodological manual and O3 Implementation guide;
- 4.9. support the organization and participation (in person or online, depending on the COVID-19 situation) in multiplier events E1 Analysis presentation – MEFANET Conference, E2 Recommendations developed for medical faculties and E3 Presentation at a conference focused on medical education;

5. Financing

- 5.1. The Partner accepts the grant and undertakes to carry out its project activities under its responsibility.
- 5.2. The Partner accepts that the grant received is not to be assigned to any other body, transferred to a third party, or seized or sequestered in any way.

- 5.3. The total expenditure to be committed by the Partner for the period covered by this Agreement is estimated at **EUR 30,195** (including all taxes and duties).
- 5.4. The Partner's grant shall be a maximum amount of 30,195 EUR.
- 5.5. These sums will be allocated to the Partner as follows:

Budget Items	Total Grant
Project Management and Implementation	
Intellectual Outputs	
Multiplier Events	
Total Calculated	
	30,195.00

Detailed budget – see Annex V.

6. Payment Arrangements

- 6.1. The Coordinator will carry out payments relating to the subject matter of this Agreement to the Partner according to the achievement of the tasks and according to the following schedule:

1 st payment – 60%	2 nd payment – 20%	3 rd payment – 20%
Within 30 days after entering into force of the Agreement.	Within 90 days from receiving the interim report.	Within 30 days after the coordinator receives the balance payment.
€ 18,117.00	€ 6,039.00	€ 6,039.00
After the agreement has been signed and received by the Coordinator.	The payment of the above mentioned instalment will only be made if the Partner demonstrates in the Interim financial report, and through supporting documents, to have spent at least 70% of the first advance payment. In case the Partner reports and justifies less than 70% of the first payment, a supplementary interim report will be made when 70% of the first instalment is spent.	The calculation of the balance payment reviewed according to the final assessment of the Executive Agency of the Final report and will be made within 30 days after receiving the last payment from the Executive Agency.

- 6.2. Each party shall bear the costs of the payment transfer incurred on its part.
- 6.3. All payments shall be regarded as advances pending explicit approval by the Executive Agency of the interim/final reports, including approval of the eligibility of the costs, the corresponding cost statement, and the quality of the results of the project.
- 6.4. Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the Executive Agency reflecting the 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 inform about it the Executive Agency.

- 6.5. The final payment as mentioned before 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.
- 6.6. Payments shall be made in EURO. Any conversion rate shall be made at the monthly accounting established by the European Central Bank and published on its website (<http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>) for the day the Grant Agreement between the Coordinator and the Executive Agency was signed (i.e. the official exchange rate for 16.03.2021). If the exchange rate to be used changes, the Coordinator will inform the Partner in due time.
- 6.7. The Coordinator may suspend the payment if the appropriate supporting documents have not been produced or if the Partner has infringed the provisions of the Agreement.
- 6.8. If any amount is unduly paid to the Partner, or if recovery is justified under the terms of the agreement, the Partner undertakes to repay the Coordinator the sum in question on the terms and date specified by the Coordinator. If the Partner fails to pay by the date set by the Coordinator, the sum due shall bear interest at the rate applied by the European Central Bank for its main refinancing operations in Euros, plus three and a half points.

7. Bank account

- 7.1 The payments will be made via bank transfer to the bank account provided by the Partner. The Partner will immediately inform the Coordinator of any change in the information provided.
- 7.2 The funds to be paid to the Partner shall be paid to the following institutional bank account:

Name and address of the account holder:	
Name of the bank:	
Address of the bank:	
IBAN – International Bank Account Number or Account number:	
Bank of Swift Code:	
Currency of the bank account:	
Reference:	



8 Reports

8.1 Reporting periods:

Interim report - the Coordinator has to submit to the Executive Agency by 31.03.2022 an interim report on the implementation of the project for the reporting period from the beginning of the implementation of the project to 28.2.2022. The Partners shall provide the Coordinator with any information and documents required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 15.03.2022 at the latest.

Final report - the Coordinator has to submit to the Agency by 30. 04. 2023 a final report on the implementation of the project. The Partner must submit all relevant documents to the Coordinator by 30. 03. 2023 at the latest. All relevant documents will be uploaded to the Project's on-line shared storage.

- 8.2 Each employee is obliged to fill in the Timesheets and deliver them as signed and scanned copies to the Coordinator on the following dates – 15.6.2021, 15.9.2021, 15.12.2021, 15.3.2022 – for interim report, 15.6.2022, 15.9.2022, 15.12.2022, 15.3.2023 – for final report. Without timesheets, these costs cannot be claimed as eligible. Partners must keep original documents of all supporting staff and must be capable to prove that the wage was paid to each employee.
- 8.3 The Partner shall provide the Coordinator with any other information and document required for the preparation of the interim and final reports in time (see dates above).
- 8.4 Reports have to be made in compliance with the Financial and Contractual rules (Annex I.II) and any other special rules that will be eventually published by the Executive Agency. The reports have to be created filling in the forms provided by the Coordinator.
- 8.5 On receipt of each report, the Coordinator may:
 - analyse the report
 - ask the Partner for supplementary documents or additional information it deems necessary
 - reject the report and ask for the submission of a new report
- 8.6 The Partner will have to respect the time limit for the submission of supplementary documents or a new report. In the event of a renewed rejection, the Coordinator has the right to terminate the Agreement and ask the Partner for a refund of the funds already transferred and not duly justified.

9 Monitoring and Audits

- 9.2 The Partner shall provide without delay the Coordinator with any information that the latter may request from him concerning the carrying out of the work programme covered by this Agreement.
- 9.3 The Partner shall make available to the Coordinator any document making it possible to check that the aforementioned work programme is being or has been carried out.

- 9.4 In the event of financial and/or operational auditing by the Executive Agency or European Commission, or any other duly authorised person, the Partner shall cooperate with the Coordinator such that the latter has all the necessary information or, should the occasion arise, with any documentary or on-the-spot control and this for the whole Agreement period and during the 5 years after the final payment is transferred to the beneficiary's account.

10 Liability

- 10.2 Each 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.
- 10.3 The Partner shall protect the Executive Agency, European Commission, 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 Agreement, to the extent that these damages are not due to the serious or intentional negligence of the Executive Agency, European Commission, the Coordinator or their personnel.

11 Termination of the Agreement

- 11.2 The Coordinator may terminate the Agreement if the Partner has inadequately discharged or failed to discharge any of the agreed obligations or has not carried out their attributed role efficiently or satisfactorily, insofar as this is not due to *force majeure*, after notification of the Partner by registered letter has remained without effect for one month.
- 11.3 The Partner shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this Agreement.
- 11.4 In the event of a Partner terminating their participation in the project, they will receive a payment based on the report of activities and the financial report carried out up until the termination date. If the Partner receives payment but terminates their participation in the project without completing their assigned activities under the terms of the Agreement, they are obligated to reimburse the payment received.

12 Jurisdiction clause

- 12.1. After failing amicable settlement, the matter of dispute shall be resolved by the District Court or Regional Court in accordance with the seat of Masaryk University, and accordance with the jurisdiction of the court.
- 12.2. The law applicable to this Agreement shall be the law of the Czech Republic.

13 Amendments or additions to the Agreement

- 13.2 Amendments to this Agreement shall be made only by a supplementary agreement signed on behalf of each of the parties by their authorized representatives.

14 Ownership of the results

- 14.2 Each contributor has the ownership rights to the individual project results in the proportions in which they participated in their creation
- 14.3 The Coordinator grants the Executive Agency the right to make free use of the results of the action provided it does not breach its confidentiality obligations or existing industrial or intellectual property rights.
- 14.4 Where the Partner has the intention of adapting and reusing parts of the produced material or translating the material in any other language than their own they have to obtain a permission from the copyright holders and the partnership as a whole.

15 Special Conditions

- 15.2 The Partner is committed to indicate on every document produced within the project for information and or dissemination purpose that the project has been funded by the European Commission in the framework of the Erasmus+ Programme. Also, the EU flag and the Logo of the programme should be added.

16 Supplementary Agreements

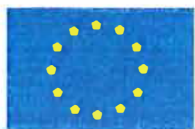
- 16.2 Any amendment to the grant must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.

17 Language

This PA is drawn up in English which language shall govern all documents, notices, and meetings for its application and/or extension or in any other way relative thereto.

Annexes

- Annex I - Grant Agreement: A copy of the Grant Agreement signed between the Masaryk University and the Executive Agency (Czech version)
- Annex I - Grant Agreement: A translated copy of the Grant Agreement between the Masaryk University and the Executive Agency (English version)
 - I.I General Conditions
 - I.II Multi-Financial and Contractual rules
 - I.III Applicable rates
- Annex II – Project proposal
- Annex III – Timesheet
- Annex IV – Project timeline
- Annex V – Project budget



Erasmus+

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

For the Coordinator:

Masarykova univerzita

Prof. MUDr. Martin Bareš, Ph.D.

Name of the legal representative

Rector

Position

2.7. 2021 BRNO

Date and Place

For the Partner:

**UNIVERZITA PAVLA JOZEFA
SAFARIKA V KOSICIACH**

prof. RNDr. Pavol Sovák, CSc.

Name of the legal representative

Rector

Position

31.5. 2021 KOŠICE

Date and Place

Signature

Signature

Stamp of the institution

Stamp of the institution