

Partnership Agreement

Project Title: **COVID-19 pandemic as an "opportunity window" for the transition towards new and more inclusive internationalisation through virtual mobility**

Erasmus+ Programme: KA2 - Cooperation for innovation and the exchange of good practices

KA226 - Partnerships for Digital Education Readiness

Project number: **2020-1-CZ01-KA226-HE-094453**

The present Partnership Agreement hereinafter referred to as the "**Agreement**", is made and entered into by and between,

Czech University of Life Sciences Prague (CZU)

Kamýčká 129,165 00, Prague – Suchbát, Czech Republic

represented for the purposes of signature of the Agreement by prof. Ing. Petr Sklenička, CSc., rector, the legal representative as defined in the Grant Agreement no: **2020-1-CZ01-KA226-HE-094453** (Annex III) (hereinafter referred to as the "**Coordinator**")

and the following Beneficiary:

UNIVERSITÄT FUER BODENKULTUR WIEN

GREGOR MENDEL STRASSE 33 - 1180, WIEN - Austria

represented for the purposes of signature of this Agreement by its legal representative, according to the Mandate (Annex I to this Agreement) previously signed and attached to the Grant Application (Annex II to this Agreement) (hereinafter referred to as the "**Beneficiary**").

Where a provision applies without distinction to the "Coordinator" and the "Beneficiary", for the purpose of this Agreement, he/she will be referred to as the "**beneficiary**" or "party".

The parties hereby have agreed as follows:

Article 1

Subject of the Partnership Agreement

1.1 This Agreement is based on the Grant Agreement N° 2020-1-CZ01-KA226-HE-094453 (Grant Agreement N° 2020-1-CZ01-KA226-HE-094453 and all its annexes, hereinafter "**Grant Agreement**") concluded between the Coordinator and Dům zahraniční spolupráce, ID: 61386839, Na Poříčí 1035/4, 110 00 Praha 1 (Czech National Agency for International Education and Research, hereinafter referred to as the "**National Agency**").

1.2 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 **2020-1-CZ01-KA226-HE-094453** (hereinafter referred to as the "**Project**").

1.3 On the basis of the present Agreement, the Coordinator and the Beneficiary shall contribute to the achievement of the requirements of the Grant Agreement together with the other parties (Beneficiaries



and Subcontractors) performing the Grant Agreement in accordance with the terms and conditions as stated in this Agreement.

1.4 The Coordinator and the Beneficiary shall perform and complete their share of the work to implement the Project and under the present Agreement in accordance with the requirements set out in the Grant Application (Annex II) and Grant Agreement (Annex III). The Parties to the current Agreement shall carry out the work in accordance with the timetable and budget set out in the Project Budget (Annex IV) using their best endeavours to achieve the results (intellectual outputs) specified in the Grant Application (Annex II) and shall carry out all of their responsibilities under the present Agreement in accordance with recognised professional standards.

1.5 The subject matter of this Agreement and the related work programme are detailed in the annexes of this Agreement and/or Grant Agreement. Each party declares that have read and approved this documents, which form an integral part of this Agreement.

Article 2 Duration

2.1 This Agreement shall enter into force on the date the last party signs and effectiveness on the date of publication of this Agreement in the Register of Contracts of the Czech Republic in accordance with Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publishing of such contracts and register of contracts (the Law on Register of Contracts) as amended.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Application and Grant Agreement or any subsequent amendments of it. The Project runs for **24 months** starting on **01.03.2021** and finishing on **28.02.2023**.

2.3 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.

2.4 The contracting parties have agreed that the eventual services provided between the contracting parties within the scope of this contract prior to the effective date of this contract will be counted from the effective date as the performance under this contract.

Article 3 Obligations and responsibilities

3.1 General obligations and role of the Beneficiary (including the Coordinator).

The Beneficiary:

- (a) is jointly responsible for carrying out the activities attributed to him, and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Application and Grant Agreement and Project Budget, 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) undertakes 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) is responsible for complying with any legal obligations incumbent on him;
- (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 Beneficiary's share of funds received from the project.



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 laid down in Article 5 of this Agreement;
- (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 Article I.4 of the Grant Agreement. The Coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the beneficiaries, as per the dispositions of Article I.4 of the Grant Agreement;
- (h) provide one copy of this Agreement duly signed to each Beneficiary;
- (i) provide the beneficiaries with official documents related to the Project, such as the signed Grant Agreement and its annexes, the various reports templates and any other relevant documentation concerning the Project and/or the Grant Agreement.
- (j) transmit to the beneficiaries copies of all reports submitted to the National Agency, as well as copies of any feedback letters received from the National Agency following report assessment and field monitoring visits.
- (k) prepare the Consortium Committee meetings, chair them, draft the minutes and monitor the implementation of decisions taken.

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 the filled in timesheets of each participant working on the project and his/her confirmation of being employed at the university and all other 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 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.



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 299 071,00** and shall take the form as stipulated in the Project Budget (Annex II of the Grant Agreement and/or Annex IV of this Agreement).

4.2 Full details of the estimated budget breakdown per funding source, Beneficiary and budget category is given in Project Budget (Annex II of the Grant Agreement and/or Annex IV of this Agreement).

Article 5 **Payment arrangements**

5.1 The transfer of the Erasmus+ grant contribution to the Beneficiary will be implemented in accordance with the following timetable and procedure:

1st Payment – 50 % of the Partner's budget – this payment will be processed within 15 days after the Partnership agreement was signed by both sides, but not earlier than 15 days from the day of effectiveness of this contract (Art. 2.1). The expected timing is July 2021.

2nd Payment – 30 % of the Partner's budget – this payment will be processed within 15 days after the Coordinator has received and approved all documents, timesheets, invoices and papers

connected with the Interim Report, and provided that the Beneficiary has fulfilled all tasks and obligations in the Project up to the submission deadline of the Interim Report. The expected timing is April 2022.

3rd Payment – 20 % of the Partner's budget – this payment will be processed within 60 days after the Coordinator has received and approved all documents, timesheets, invoices and papers connected the Final Report (i.e. the Coordinator has received and approved all documents, invoices and papers connected to travelling costs to the transnational meeting, and all obligations arising from the category of exceptional costs) are settled and provided that the Beneficiary has fulfilled all tasks and obligations in the Project up to the submission deadline of the Final Report. The expected timing is June 2023.

5.2 The Beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the Project in the Grant Application 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 beneficiaries will be reimbursed to the Coordinator at the latest 30 days after the end of the Project's contractual period.

5.3 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 National Agency at the end of the Project, the following procedure will apply: the Beneficiary responsible for the expenditure declared ineligible will reimburse the corresponding amount to the Coordinator without any delay.

Article 6 **Reporting**

6.1 The Coordinator and the Beneficiary shall be bound by the obligations set and the instructions given especially in parts II and III of the Grant Agreement. The Beneficiary shall keep records of all expenditure incurred under the Project and all evidence and related documents for five years after the final report has officially been approved by the National Agency.



6.2 All invoices to the Coordinator must be dated and certified as true and exact by the Financial Officer and/or the Legal Representative of the Beneficiary. The Coordinator may reject any item of expenditure, which cannot be justified in accordance with the rules set out in the Rules for Eligible Expenditure.

6.3 The Beneficiary 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. If necessary, the Beneficiary should include the data in the electronic reporting tools. The Beneficiary 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 **28.02.2023** at the latest. If necessary, the Beneficiary should include the data in the electronic reporting tools.

6.4 The reports must contain the real and total expenditures to the Beneficiary for the work undertaken during the respective periods, the timesheets duly completed and signed for every person working on the Project and the evidence documents. The reports must also detail the course of development of the project activities undertaken by the Beneficiary. All details as well as templates (e.g. timesheets, VAT evidence documents, internal progress report documents etc.) provided by the Beneficiary and/or the National Agency will be introduced and discussed with the Beneficiary in good time.

Article 7 **General administrative provisions**

7.1 Any important project-related communication between the beneficiaries shall be done in writing and addressed to the appointed Steering Committee member of each Beneficiary, as per the details below:

For the Coordinator:

- Czech University of Life Sciences Prague - KAMÝČKÁ 129, 165 00, Prague - Suchbátka Czech Republic - xxxx

For the beneficiaries:

- University of Natural Resources and Life Sciences, Vienna (BOKU) - xxxx
- Warsaw University of Life Sciences (SGGW) - xxxx
- Slovak University of Agriculture in Nitra (SUA Nitra) - xxxx
- Hungarian University of Agriculture and Life Sciences (MATE) - xxxx
- University of Zagreb (UNIZG) - xxxx
- University of Sarajevo (UNSA) - xxxx



- State Agrarian University of Moldova (SAUM) - xxxx
- University of Ljubljana (UNI-LJ) - xxxx

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

7.3 The Steering Committee is the decision-making body of the consortium.

7.4 The Beneficiaries agree to abide by all decisions of the Steering Committee. This does not prevent the Parties from exercising a veto in accordance with Section 7.8 and / or submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 15.2 of this Partnership Agreement.

7.5 Meetings of the Steering Committee may also be held by teleconference or other telecommunication means.

7.6 Any decision may also be taken without a meeting if the chairperson circulates to all Members of the Steering Committee a written document, which is then agreed by the defined majority (see Section 7.7) of all Members of the Steering Committee. Such document shall include the deadline for responses.

7.7 Voting rules and quorum

- The Steering Committee shall not deliberate and decide validly unless 2/3 of its Members are present or represented (quorum).
- If the quorum is not reached, the chairperson of the Steering Committee shall convene another meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.
- Each Member present or represented in the meeting shall have one vote.
- Decisions shall be taken by simple majority of the votes cast.

7.8 Veto Rights

- A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Steering Committee may exercise a veto with respect to the corresponding decision or relevant part of the decision.
- When a decision has been taken without a meeting a Member may veto such decision within 15 calendar days after written notification by the chairperson of the outcome of the vote.
- In case of exercise of veto, the Members shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Members.
- A Party may neither veto decisions relating to its identification to be in breach of its obligations.

Article 8

Banking details

The remuneration to be paid to the Beneficiary shall be paid directly into the Beneficiary institutional bank account, the details of which are as follows:



Name and Address of the Account Holder: Universität für Bodenkultur, Gregor Mendel-Straße 33,
1180 Wien

Name and Address of Bank: Raiffeisenlandesbank Niederösterreich-Wien, Friedrich-Wilhelm-
Raiffeisenplatz 1, 1020 Wien

IBAN: xxxxx

Swift/ BIC code: xxx

Reference number: xxxxx

Article 9 Ownership and property rights

9.1 The ownership of all project results, including copyrights, industrial and intellectual property rights, as well as all reports and other documentation resulting from the Project, shall be vested in the

party or parties that generates them, unless stipulated otherwise in the Grant Agreement (especially in compliance with Article I.8 and II.9 of the Grant Agreement).

9.2 The relevant parties shall be joint intellectual property owners of the research work which is carried out jointly. In case it is not possible to distinguish the share of each beneficiary in the development of the Project results, the parties shall be co-owners of the results equally.

Unless otherwise agreed in writing, this means:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and

- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:

- (a) at least 45 calendar days advance notice; and
- (b) Fair and Reasonable compensation.

9.3 The parties grant each other the non-commercially, non-transferrable unlimited right to use Project results for teaching and research purposes.

9.4 The parties agree that the Grant Agreement may lay down additional or different conditions regarding copyright, industrial and intellectual property rights and the right to use the results of the Project. The parties take note of this fact and undertake to comply with the conditions stipulated in the Grant Agreement without any reservations.

9.5 CONFIDENTIALITY/ Non-disclosure of information

All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 5 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grand Agreement, for a period of 4 years after the end of the Project:

- Not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;



- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care

Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.



Article 10

Liability

10.1 Each of the beneficiaries discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

10.2 Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Partnership Agreement or from its use of Results.

10.3 The Beneficiary 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 Agreement, to the extent that these damages are not due to the serious or intentional negligence of the National Agency, the Coordinator or their personnel.

The terms of this Partnership Agreement shall not be construed to amend or limit any Beneficiary's statutory liability.

Article 11

Conflict of interest

11.1 The Coordinator and Beneficiary must undertake all necessary precautions to prevent any risk of conflicts of interest that could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

11.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the Coordinator without delay, and the Beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

11.3 The coordinator will decide if it is deemed necessary to inform the National Agency as provided for in Article I.4 of the Grant Agreement.

Article 12

Working languages

12.1 The working language of the partnership shall be English.

12.2 The Beneficiary commits to allocating to the project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 13

Conflict resolution

13.1 In case of conflict between the project partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the Beneficiary involved shall make an effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

13.2 Disputes should be addressed in writing to the Project Steering Committee (or a body consisting of representatives of all beneficiaries) that will try to mediate in order to resolve the conflict.



Article 14

Processing of personal data

The beneficiaries must process personal data under the Project in compliance with applicable EU and national law on data protection (including authorisations or notification requirements) and in compliance with the Grant Agreement, especially Article II.7.

Article 15

Applicable law and jurisdiction

15.1 This Agreement is governed by the Czech Republic 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 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to all beneficiaries.

15.4 If any provision in this Agreement should be wholly or partly ineffective, the beneficiaries to this Agreement undertake to replace the ineffective provision by an effective provision that comes as close as possible to the purpose of the ineffective provision.

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

Article 16

Termination of the Agreement

16.1 In 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.

16.2 The Coordinator shall notify the Beneficiary in cause by registered letter. The Beneficiary has one month to supply all relevant information to appeal the decision.

Article 17

Force Majeure

17.1 If the Beneficiary faces a case of *force majeure*, it shall promptly notify the Coordinator in writing, specifying the nature, probable duration and expected effects of this event.

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

Article 18

Annexes

- Annex I. Mandates of beneficiaries (provided for the Grant Application)
- Annex II. Grant Application



- Annex III. Grant Agreement (Copy of the Grant Agreement signed between the Coordinator (CZU) and the National Agency, its annexes, and any existing amendment)
- Annex IV. Project Budget (the translation of the Annex II to the Grant Agreement)

The Beneficiary declares that, prior to the conclusion of this Agreement, it has received, read and approved these documents, which form as annexes an integral part of this Agreement.

Article 19

Final provisions

19.1 The Agreement is executed in electronic form, in a single copy.

19.2 The undersigned Beneficiary agrees wholeheartedly with the publication of the full text of this Agreement so that this Agreement can be deemed information provided pursuant to Act No. 106/1999 Coll., on Freedom of Access to Information, as amended and Act No. 340/2015 Coll., on register of contracts, as amended.

19.3 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

The legal representative
Czech University of Life Sciences Prague

prof. Ing. Petr Sklenička, CSc., rector

Signature and stamp
Done in Prague

Date

For the Beneficiary

The legal representative
Universitaet Fuer Bodenkultur Wien

Ao.Univ.Prof. DI Dr. Sabine Baumgartner
Vice-Rector for Teaching and Continuing
Education

Signature and stamp
Done in Vienna

Date