



Erasmus+

LIFELONG LEARNING PROGRAMME

Erasmus+

Call 2021 Round 1 KA2 – Cooperation for innovation and the exchange of good practices

Grant Agreement N°: 2021-1-CZ01-KA220-HED-000032005

Project: Complete study abroad experience – International Mental Health Program

**CONTRACT BETWEEN THE BENEFICIARY AND THE PARTNER N°**

This contract, drawn up under Grant Agreement No. 2021-1-CZ01-KA220-HED-000032005, in accord with the Regulation (EU) No. 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing 'Erasmus+': the Union programme for education, training, youth and sport and repealing Decisions No. 1719/2006/EC, No. 1720/2006/EC and No. 1298/2008/EC, shall govern relations between:

**Czech Technical University in Prague, Jugoslávských partyzánů 1580/3, CZ-160 00 Praha 6, Czech Republic, VAT ID: CZ68407700**

**IBAN: [REDACTED] X**

**hereafter named "the Beneficiary",  
represented by doc. RNDr. Vojtěch Petráček, CSc., Rector,**

on the one hand

and

**Univerzita Palackého v Olomouci, Křížkovského 511/8, 779 00 Olomouc  
VAT ID CZ61989592**

**hereafter named "the Partner"  
represented by Prof. MUDr. Martin Procházka, Ph.D.  
on the other hand,**

which have agreed as follows:

## Article 1/Subject

1. The Beneficiary and the Partner commit themselves to carrying out the work programme covered by this contract.
2. This work programme comes under the **Grant Agreement No. 2021-1-CZ01-KA220-HED-000032005**, concluded between Dům zahraniční spolupráce, příspěvková organizace (Centre for International Cooperation in Education), VAT ID: CZ61386839, Na Poříčí 1035/4, CZ-110 00, Praha 1, hereafter named **DZS**, and the Beneficiary (**GA** hereinafter). GA including its annexes (i.e. General Conditions and Project Application) is an integral part of this contract, binding for the Beneficiary and for the Partner; it is contained in Annex 1 of this contract. Its English wording is contained in Annex 2 of this contract. In the GA, the Partner is denoted as (included among) "other beneficiaries".
3. The subject matter of this contract and the related work programme are detailed in the annexes, which form an integral part of this contract and that each party declares to have read and approved. Mandatory rules and the project description are provided in Annex 5 (General Conditions), Annex 6 (excerpt from Financial and Contractual Rules), and Annex 7 (Project Application).
4. In case of a different wording, Annex 4 shall prevail over the corresponding clauses of the Project Application.

## Article 2/Duration

1. The duration of the action referred to in Article 1 is **36 months**. It starts on **1. 11. 2021** and ends on **1.11. 2024**.
2. This contract enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in Article 14.
3. The period of eligibility of costs starts on **1. 11. 2021** and terminates on **1. 11. 2024**.

## Article 3/Obligations of the Beneficiary

The Beneficiary shall undertake:

1. to take all steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the GA;
2. to notify and provide the Partner with any Amendments made to the GA concluded with DZS;
3. to define in conjunction with the Partner the role and rights and obligations of the two parties;

4. to comply with all the provisions of GA binding the Beneficiary to DZS.

#### **Article 4/Obligations of the Partner**

The Partner shall undertake:

1. to take all steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the GA concluded between DZS and the Beneficiary;
2. to comply with all the provisions of GA binding the Beneficiary to DZS;
3. to communicate to the Beneficiary any information or document required by the latter that is necessary for the management of the project;
4. to accept responsibility for all information communicated to the Beneficiary, including details of costs claimed and, where appropriate, ineligible expenses;
5. to define in conjunction with the Beneficiary the role and rights and obligations of the two parties.

#### **Article 5/Responsibilities of the Partner**

1. The Partner shall provide without delay the Beneficiary with any information that the latter may request from him concerning the carrying out of the work programme covered by this contract.
2. The Partner shall perform the tasks according to the Instructions issued by the Beneficiary.
3. The tasks shall be assigned to the Partner by the Beneficiary through the electronic system "Task system" – web application to be decided within the partner group.
4. The quality of the submitted tasks is verified by the Beneficiary. Should the quality of a submitted task be insufficient, the Beneficiary will use the "Task list" system to ask the Partner to correct or supplement the submission.
5. The Partner shall make available to the Beneficiary any document making it possible to check that the aforementioned work programme is being or has been carried out.
6. Specific tasks and responsibilities of the Partner are listed in Annex 3 of this contract.

## **Article 6/Reports**

1. The Partner shall provide the Beneficiary with any information and document required for the preparation of the partial report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative of the Partner by **15. 6. 2022** at the latest.
2. If the Beneficiary is instructed by DZS to deliver any other interim reports, the Partner will have similar obligations as in the preceding clauses with deadlines specified by the Beneficiary.
3. The Partner shall provide the Beneficiary with any information and document required for the preparation of the partial report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative of the Partner by **15. 4. 2023** at the latest.
4. If the Beneficiary is instructed by DZS to deliver any other interim reports, the Partner will have similar obligations as in the preceding clauses with deadlines specified by the Beneficiary.
5. The Partner shall provide the Beneficiary with any information and document 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 of the Partner by **15. 11. 2024** at the latest.
6. If the Beneficiary is instructed by DZS to deliver any other Interim reports, the Partner will have similar obligations as in the preceding clauses with deadlines specified by the Beneficiary.

## **Article 7/Monitoring and supervision**

1. In relation to the Beneficiary, the Partner is obliged to respond to the Beneficiary's communications – namely to requests sent via the so-called priority e-mail as stipulated under Clause 3 of this Article – in an appropriate manner and within agreed time periods (response time). The Partner is also obliged to provide the Beneficiary with the requested information relating to the implementation of the project and the fulfillment of the obligations assumed by the Partner under this contract. The usual response time for these purposes is considered to amount to 3 workdays following the day on which the e-mail was provably sent by the Beneficiary to the Partner's address. The communication sent by the Partner to the Beneficiary shall be in English (if not explicitly stated otherwise). In case the Partner does not respond to such communication in any manner within 3 weeks after the date the e-mail was provably sent by the Beneficiary to the Partner's address, it constitutes a substantial breach of this contract and the Beneficiary is therefore entitled to withdraw from the contract as specified below.
2. In relation to the Beneficiary as well as to other partners involved in the project, the Partner is obliged to check the so-called overview of the status of the project and the assigned tasks (hereinafter referred to as the "overview") as necessary, but at least once each calendar week. The overview will be published by the Beneficiary, or a person authorized thereby, according to the

progress of the project on the web application decided within the partner group. The Partner has to check the specified web portal in time intervals stipulated above and perform all tasks assigned thereto. In case the Partner is not able to perform any of the assigned tasks, he shall inform the Beneficiary, without any unnecessary delay, immediately after learning of the cause preventing the Partner from fulfilling the concerned task. At the same time, the Partner shall expressly inform the Beneficiary about the fact/limitation, which appears to have caused the difficulty, and to agree upon the method of handling the resulting situation. If the Beneficiary does not receive such information concerning the potential limitation that prevents the Partner from fulfilling the task within 2 calendar weeks following the date when the assigned task is published in the overview, the assigned task shall be deemed accepted by the Partner without reservations.

3. The Beneficiary and the Partner have agreed on the following contact e-mail addresses. The included e-mail addresses have been agreed as the priority e-mail addresses, and they do not prevent the Partner from fulfilling the assumed obligations using another e-mail address. In case of doubt or contradicting Information provided by the Partner to the Beneficiary, the information and the documents received by the Beneficiary via the priority e-mail shall prevail.
  - a) Priority e-mail address of the Beneficiary: [REDACTED]
  - b) Priority e-mail address of the Partner is specified in Annex 4, Clause 5 of this contract.
4. Both the Beneficiary and the Partner are obliged to confirm the acceptance of information or documents sent via the priority e-mail upon request of the other party, using the priority e-mail address or any other communication means.
5. The Partner commits himself to use the templates and the methodical handbooks, as specified by the Beneficiary.

#### **Article 8/Financing, payments, bank account**

1. The maximum amount of the grant to be received by the Partner is specified in Annex 4, Clause 1 of this contract.
2. The actual amount of the grant received by the Partner will correspond to the eligible expenses duly declared by the Partner and approved by DZS. Serious breach of contractual obligations may result in financial penalties, in accordance with the terms stated in the GA.
3. The maximum amount of the grant to be provided to the Partner will be structured as specified in Annex 4, Clause 2 of this contract.
4. The Beneficiary commits himself to carrying out payments related to the subject matter of this contract to the Partner according to the achievement of the tasks and according to the following schedule:

1st payment	25%	No later than 10 days after the first payment of the National Agency is received by the Beneficiary
2 <sup>nd</sup> payment	15%	At the end of the year 2022, if the agreed workload is finished and confirmed by the Beneficiary
3 <sup>rd</sup> payment	25%	No later than 10 days after the evaluation of the Interim report and Second payment of the National Agency
4 <sup>th</sup> payment	15%	At the end of the year 2023, if the agreed workload is finished and confirmed by the Beneficiary
Final payment	20%	Within 60 calendar days after receiving the final payment from the National Agency on the condition that the National Agency has approved full amount of the final payment.

5. The Partner is responsible for providing financial resources for the project implementation in the case that the advances are delayed beyond the real spending of the budget.
6. The Beneficiary and the Partner have agreed that all financial transactions under this contract will be made by means of bank transfer to the bank account of the Partner as specified in Annex 4, Clause 4 of this contract or to the bank account of the Beneficiary as specified in the preamble of this contract.

#### **Article 9/Liability**

1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this contract, 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.
2. The Partner shall protect DZS, the Beneficiary 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 DZS, the Beneficiary or their personnel.

#### **Article 10/ Amendments or additions and termination of the contract**

1. Amendments to this contract shall be made only by a Contract Amendment signed on behalf of each of the parties by the signatories to this contract or their legal successors.
2. The Beneficiary may terminate the contract if the Partner has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to *force majeure*, after notification to the Partner by registered letter has remained without effect for 1 month.

3. The Partner shall immediately notify the Beneficiary, supplying all relevant information, of any event likely to prejudice the performance of this contract.

#### **Article 11/Jurisdiction clause**

1. Failing amicable settlement, the appropriate District Court with geographical and subject-matter jurisdiction over the Beneficiary (i.e., at the time of execution of this contract, the District Court for Prague 6) shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
2. The law applicable to this contract shall be the law of the Czech Republic.

#### **Article 12/Publication of this contract**

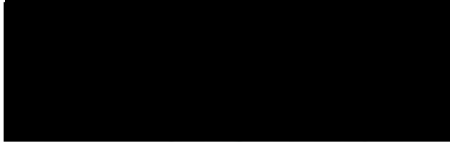
1. The Parties agree with publication of this contract in the register of contracts pursuant to the Act No. 340/2015 Coll., On the register of contracts, as amended. The publication shall be ensured by the Czech Technical University in Prague; if one of the parties considers some of the Information specified in the contract to be personal information or trade secrets, or data that cannot be published under the Act, such information must be explicitly identified during the contracting process.

#### **Article 13/List of annexes**

1. Grant Agreement
2. Tasks and responsibilities of the Partner
3. Financing, payments, bank account and priority e-mail
4. General Conditions (marked as Annex i in the document itself)
5. Excerpt from the Financial and Contractual Rules (marked as Annex III in the document itself)
6. Project Application

**Article 14/Signatures**

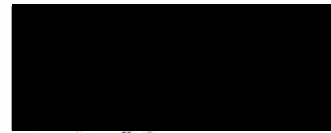
**For the Beneficiary,**



doc. RNDr. Vojtěch Petráček, CSc.  
Rector

15. 12. 2021

**For the Partner,**



Prof. MUDr. Martin Procházka, Ph.D.  
Rector

20. 12. 2021