



PARTNER AGREEMENT

AGREEMENT NUMBER: 2021-1-CZ01-KA220-VET-000028073
PROJECT TITLE: Education in Hydrogen Technologies Area (EHTA)

CONTRACT BETWEEN THE COORDINATOR AND THE CO-BENEFICIARY

This contract, shall govern relations and define the rights and obligations between:

Střední škola – Centrum odborné přípravy technickohospodářské, Praha 9, Poděbradská 1/179
Poděbradská 1/179, 190 00 Praha 9
OID: E10143628

Represented by **Mgr. Josef Ležal**, *director of Střední škola – Centrum odborné přípravy technickohospodářské, Praha 9, Poděbradská 1/179, hereafter named "the Coordinator"*

and

TIBOR Gesellschaft für Bildung, Beratung und Vermittlung mbH
Sorbenweg 7 99099 Erfurt
OID: E10117647

Represented by **Hartmut Koch**, *director of TIBOR Gesellschaft für Bildung, Beratung und Vermittlung mbH, hereafter named "the Co-beneficiary"*

have agreed on a collaboration as follows:

Article 1/Subject

1. The Coordinator and the Co-beneficiary commit themselves to carrying out the work programme covered by this Contract, for the action entitled "**Education in Hydrogen Technologies Area**", with Project n° 2021-1-CZ01-KA220-VET-000028073, (hereinafter referred to as "the Action") under the ERASMUS+ Programme, Key Action 2, CALL: 2021 - Strategic Partnerships for vocational education and training.

This work programme comes under the **Grant Agreement n° 2021-1-CZ01-KA220-VET-000028073** (hereinafter referred to as "**the Grant Agreement**") concluded between DZS (Dům zahraniční spolupráce), hereinafter referred to as "**the Agency**") and the **Coordinator**, representing all beneficiaries listed in Annex II and Annex V of the Grant Agreement by virtue of the mandates. The Grant Agreement is an integral part of this Contract (**Appendix A**), and takes precedence over it. In more detail, all terms and conditions, articles, annexes and guidelines stated in the Grant Agreement for this project are part of this Contract. The Coordinator and the Co-beneficiary shall be bound to this Contract and the Grant Agreement for this project. This includes any further amendments to the Grant Agreement, which are approved and signed by the Agency.

Notwithstanding the above, no party can make binding decisions or enter into an agreement on behalf of the other party. Thus, any amendments or changes to the Grant Agreement or any other agreement between the Coordinator and the Agency regarding the Action do not have binding



effect for the Co-beneficiary unless the specific change or amendment has been explicitly accepted by the Co-beneficiary.

2. The maximum European Union grant for the Action shall be of a maximum amount of **264 919,00 EUR calculated via unit costs** ("unit contribution") as defined in Article I.3 of the Grant Agreement.
3. This Contract shall regulate relations between the parties, and their respective rights and obligations regarding their participation in the implementation of the Action under the Grant Agreement. On the basis of the present Contract, the Coordinator and the Co-beneficiary shall contribute to the achievement of the requirements of the Grant Agreement together with the other Partners (all beneficiaries are listed in Annex II of the Grant Agreement) performing in accordance with the terms and conditions as stated in the present Contract. The parties to the present Contract shall carry out the work in accordance with the Description of the Action (Appendix B) using their best efforts to achieve the results specified therein. They shall carry out all of their responsibilities under the present Contract in accordance with recognised professional standards.
4. The subject matter of this Contract and the related work programme are detailed in the appendices, which form an integral part of this Contract and that each party declares to have read and approved.

Article 2/Duration

1. **The project has a duration of 24 months. It starts the 01/02/2022 and ends the 31/01/2024.** This is also the period of eligibility of costs.
2. **This contract enters into force on the date of signature by the last of both participating parties, but shall have retroactive effect from the start of the eligibility period going from 01/02/2022 to the end date of the action.** It shall remain in force until the Coordinator has discharged in full its obligations arising from the Grant Agreement with the Agency, that is, the Contract terminates at the moment of payment of the balance of the Contract, as mentioned in Article 6.2.

Article 3/Obligations of the Coordinator

The Coordinator shall undertake:

1. To take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this Contract and in its appendices, in accordance with the objectives of the Action as set out in the Grant Agreement concluded between the Agency and the Coordinator representing all beneficiaries listed in Annex V of the Grant Agreement by virtue of the mandates;
2. To send to the Co-beneficiary a copy of the Grant Agreement and its annexes concluded with the Agency, of the Financial and Contractual Rules, of the various reports and of any other official document concerning the project;
3. To notify and provide the Co-beneficiary with any amendment made to the Grant Agreement concluded with the Agency; provided, however, that any amendments or changes to the Grant Agreement or any other agreement between the Coordinator and the Agency regarding the Action



do not have binding effect for the Co-beneficiary unless the specific change or amendment has been explicitly accepted by the Co-beneficiary;

4. To comply with all the provisions of Grant Agreement binding the Coordinator to the Agency.
5. To act as intermediate between the **Partners** and the **Agency** and perform all tasks assigned to it as described in the Grant Agreement
6. As the sole recipient of payments on behalf of all Beneficiaries, ensure that all the appropriate payments are made to the other Co-Beneficiaries without unjustified delay. All payments will be made by bank transfer and all appropriate evidence of the amounts transferred to each Co-Beneficiary will be kept for any checks and audits.

Article 4/Obligations of the Co-beneficiary

1. Take all the 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 Grant Agreement concluded between the Agency and the Coordinator representing all beneficiaries listed in Annex V of the Grant Agreement by virtue of the mandate;
2. Comply with all the provisions of Grant Agreement binding the Coordinator to the Agency;
3. Be able to provide adequate supporting documents, translated into English in case it is requested, to fully justify claimed unit costs based on the terms of the Grant Agreement (prove the number of units declared in the reports);
4. Communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project and in the events of audits, checks or evaluations; especially provide the Coordinator without any delay with any information or documentation needed to draw up the Interim Report and the Final Report, translated into English if required, and submit all the deliverables and necessary supporting documents (as specified by the Coordinator) in due time;
5. Accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
6. The Partner is required to participate in project meetings planned under the project schedule.

Article 5/Financing

1. The maximum amount of the awarded grant covered by this contract is **32 507 EUR** and compiled according to the specification per **Co-beneficiary** of the approved project budget in the Annex II of the Grant Agreement.
2. The Coordinator commits himself to carrying out payments to the Co-beneficiary, relating to the subject matter of this Contract, according to the achievement of the tasks, the terms of the Grant Agreement and the present Contract, as follows:



- **First Pre-financing payment:**
A pre-financing payment of 60% of the estimated maximum EU grant allocated to the Co-Beneficiary (19 504,20 EUR), shall be paid by the Coordinator to the Co-Beneficiary, after signature of this Contract and within 30 days of receiving the corresponding Request for Payment (template in **Appendix C**).

- **Second Pre-financing payment:**
The Coordinator shall pay a second pre-financing payment of maximum 20% of the estimated maximum EU grant allocated (i.e., maximum 6 501,40 EUR) to the Co-Beneficiary, after the evaluation of the progress report (03/02/2023) and within the following 30 days:
 - having used at least 80% of the previous pre-financing instalment paid,
 - the receipt of corresponding Request for Payment (template in **Appendix C**).
 - the timely submission of the Co-Beneficiary's contribution to the progress report according to the templates given by the Coordinator, including the supporting documentation requested by the Coordinator, as specified in the Grant Agreement and in the present Contract (Article 7), and
 - the quality, full and timely implementation of the Co-Beneficiary's tasks in the implementation of the Action, as specified in the Grant Agreement and the present Contract.

The Coordinator reserves the right to withhold this pre-financing payment in whole or partly if the Co-Beneficiary has failed to meet its obligations.

- **Payment of Balance:**
The balance of the approved EU grant corresponding to the Co-Beneficiary (the estimated maximum EU grant is specified in Article 5 of this Contract), will be paid once the Co-beneficiary's contractual agreements have been fully met, all the necessary supporting documentation has been received by the Coordinator, the Agency has approved the final report, and the total EU grant has been confirmed by the Agency and received by the Coordinator.

The Coordinator reserves the right to withhold the balance payment in whole or partly and demand a refund of the amounts already paid if the Co-Beneficiary has failed to meet its obligations.

3. All pre-financing payments shall be regarded as advances pending explicit approval by the Agency of the final report, including approval of the eligibility of the costs, the corresponding cost statement and the quality and timely implementation of the results of the project, and the publicity provisions specified in the Grant Agreement.
4. The Co-Beneficiary is obliged to use the EU grant exclusively for the purposes of the Action as defined by the Grant Agreement, and in accordance with terms and provisions of this Contract and the Grant Agreement.
5. EU Grant amounts received in advance and not used by the Co-beneficiary (e.g., in case of termination of the present Contract) or not approved by the Agency as eligible expenditures, will be reimbursed to the Coordinator at the latest 30 days after the Coordinator receives the payment of the balance.



6. If the Agency, based on the provisions of the Grant Agreement, requests the repayment of EU grant from the Coordinator (according to Art. II.26 of the Grant Agreement), the Coordinator will ask the Co-beneficiary, that has caused the irregularity resulting in repayment of the EU contribution unduly paid according to the request of the Agency, to repay the requested EU contribution together with the interests chargeable to the Coordinator. The Co-beneficiary affected has to respect the deadline given by the Agency to the Coordinator for the repayment of the EU contribution, and has to transfer the requested EU contribution together with the interests chargeable to the Coordinator at the latest 30 (thirty) days before the abovementioned deadline.
7. All payments shall be made in EUR. Costs of transfer charged by the bank of the Coordinator shall be borne by the Coordinator. Costs of transfer charged by the bank of the Co-beneficiary shall be borne by the Co-beneficiary. All costs of repeated transfers caused by one of the parties shall be borne by the party which caused the repetition of the transfer.

Article 6/Bank account

Payments to the Partner shall be made to the following bank account:

Name of the Partner:

Full name of the Bank:

Address of the Bank:

IBAN Code:

Full name of the Account holder:

BIC/ SWIFT Code:

VAT nr:

Article 7/Reports

1. The **Partner** shall provide the **Coordinator** with any information and documents required for the preparation of the reports and where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative, a senior manager or project manager **at least 15 working days** prior to the date of the submission of the report and according to the deadlines established by the Coordinator.
2. The **progress report covers the period from 01/02/2022 to 31/01/2023**. The date of submission of the progress report will be maximum the **02/03/2023**. **The final report will be maximum submitted the 60 days from the end date of the project.**
3. The **Partner** shall provide all intellectual outputs to be delivered and all supporting documents necessary for the preparation of the final report to the **Coordinator no later than 30 days before the submission of the final report.**
4. All (copies of) invoices and documents must be dated and if applicable, certified as true and exact, provided in English or with a description in English and signed by the **Partner**. The **Coordinator** may reject any item of expenditure that cannot be justified in accordance with the rules for eligible expenditure established for the Erasmus+ Programme.
5. The Partner shall keep a record of any expenditure incurred under the project and all proofs and related documents for five years after the end of the final approval by the Agency to meet the obligations of Article II.27 Checks, audits and Evaluation of the Grant Agreement, Annex I.



Article 8/ Intellectual Property

1. With regard to property of the results (including property rights) the articles I.10 of the Grant Agreement and II.8 of the Special Conditions (Appendix A) are binding.
2. This implicates, that amongst others, results (including but not only intellectual property) generated under this Contract shall belong to the Party that has generated them.
3. Each Party is free to publish its own results.
4. All materials and results from the Project must be made available free of charge on the internet.
5. Use of names, logos or trademarks of the **Partner** is only allowed in the context of dissemination of the Project results. For advertising, publicity or any other use written approval of the partner is required.

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 and the Grant 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.
2. The Co-beneficiary shall protect the 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 Agency, the Coordinator or their personnel.
3. The maximum liability of the Co-beneficiary under this Agreement shall be the amount actually received by the Coordinator, and in the event Co-beneficiary is made responsible and is required to pay (due to joint and several liability) for any cost, damage or claim for refund ("Damage") caused by another project Co-beneficiary or the Coordinator, Co-beneficiary may claim such amount from the Party responsible for the Damage. Coordinator shall assist Co-beneficiary in making such claim and ensure that each Project Co-beneficiary responsible for any such Damage indemnifies any other Project Co-beneficiary that is obliged to respond for such Damage under the rules of joint and several liabilities.

Article 10/Monitoring and supervision

1. 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 set out in Project Application (Appendix B) and the Grant Agreement (Appendix A).
2. Upon request 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.



3. The obligations described in Article II.27, Checks and Audits of General Conditions as laid down in Appendix A- Annex II apply *mutatis mutandis* to the **Coordinator** and **Partner**.

Article 11/Termination of the contract

1. The **Coordinator** 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 of the **Partner** by registered letter has remained without effect for one month.
2. The **Partner** shall immediately notify the **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this Contract.

Article 12/Jurisdiction clause

1. Failing amicable settlement, the Courts of Czech republic 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 Czech republic.

Article 13 Appendices

This Contract has the following Appendices

- Appendix A Grant Agreement signed
- Appendix B Project application form
- Appendix C Template for payment

We, the undersigned, declare that we have read and accepted the terms and conditions of this Contract as described here before.

For the **Coordinator**,

For the **Co-Beneficiary**,

The legal representative
Mgr. Josef Ležal
Director

The legal representative
Hartmut Koch
Director



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APPENDIX A

**Copy of Grant Agreement (and its annexes)
n° 2021-1-CZ01-KA220-VET-000028073
between the Coordinator and Dům zahraniční spolupráce (DZS)**

**Annex I- General Conditions
Annex II- Budget summary and partners
Annex III- Financial and Contractual Rules
Annex IV- Applicable rates for contributions by unit
Annex V- Partner Mandates**



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APPENDIX B

Project application form



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APPENDIX C

Request for Payment Template

To: **Střední škola – Centrum odborné přípravy technickohospodářské, Praha 9, Poděbradská 1/179**
Poděbradská 1/179, 190 00 Praha 9
coph@coph.cz

REQUEST FOR PAYMENT

PROJECT TITLE: "Education in Hydrogen Technologies Area"
AGREEMENT N^o: 2021-1-CZ01-KA220-VET-000028073

Please transfer to our bank the First Pre-Financing instalment of the EU grant allocated to our institution and related to the above project.

Amount Requested: 19 504,20 €

Make Payment to:
Bank Account Number:
Bank Name:
Bank Branch:
IBAN Code:
SWIFT/BIC Code:
Sort Code:

Other Instructions:

Name of the Legal Representative: Hartmut Koch
Charge: Director
Date:

Signature