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PARTNERSHIP AGREEMENT

CONCERNING THE ERASMUS + COOPERATION PARTNERSHIP PROJECT

Univerzita Hradec Králové,
OID No. E10208843,
Rokitanského 62, 500 03, Hradec Králové III, Czech Republic,
hereinafter referred to as “the Beneficiary”, represented by XXXXXXXXXXXXXXXXXXXX

on the one part,

and

Univerzita Konštantína Filozofa v Nitre,
OID No E10196453,
Trieda Andreja Hlinku 1, 949 74 Nitra-Chrenová, Slovakia
hereinafter referred to as “the Partner”, represented by XXXXXXXXXXXXXXXXXXXX

on the other part,

both together referred to as “the Parties”,

HAVE AGREED

to implement the project “**Enhancing Quality Teaching of Humanities and Social Sciences in Higher Education for 21+**” under the Erasmus+ Programme, Key Action 2: Cooperation Partnerships, hereinafter referred to as “the Project”, as follows:

Article 1 – Subject matter

- 1.1. The Beneficiary and the Partner commit themselves to carrying out implementation of the Project coming under the Agreement No **2021-1-CZ01-KA220-HED-000031122** concluded between the Beneficiary and the Czech National Agency, hereinafter referred to as “the Grant Agreement” in accordance with the Special Conditions, the General Conditions, the Financial and Contractual Rules and the annexes hereto which form an integral part of this agreement and that each party declares to have read and approved.
- 1.2. This agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the Project under the Grant Agreement.
- 1.3. The total grant of the Project for the contractual period referred to by the Grant Agreement is estimated at **197 230,00** EUR.

- 1.4. The final financial contribution shall depend on the evaluation of the quality of the results of the Project pursuant to the *Financial and Contractual Rules* which is Annex III of the Grant Agreement, but shall, under no circumstances, give rise to a profit during the project implementation.
- 1.5. With the signature of this agreement, the Beneficiary and the Partner accept the grant and agree to implement the Project, acting on their own responsibility.

Article 2 – Duration

- 2.1 The duration of the Project is **36** months. It starts on **November 01, 2021** and ends on **October 31, 2024**.
- 2.2 This agreement enters into force on the date of signature by the last of both Parties to the agreement and terminates five years after the date of the payment of the balance by the Beneficiary to the Partner. In the case of a contract which is subject to publication in the register of contracts pursuant to Act no. 340/2015 Coll., such a contract takes effect only on the day of its publication in the register of contracts. Any clause of this contract, which by its nature is intended to survive termination of this contract, will survive termination of this contract.
- 2.3 The period of eligibility of the costs starts on **November 01, 2021** and finishes on **October 31, 2024**.

Article 3 – Obligations of the Beneficiary

The Beneficiary shall undertake:

- 3.1. to take all the steps necessary to prepare for, perform and correctly manage the Project, in high quality and in accordance with the objectives of the Project as set out in the Grant Agreement and its annexes;
- 3.2. to send to the Partner a copy of the Grant Agreement and its annexes (incl. financial and contractual rules), of the various reports and of any other official document concerning the Project;
- 3.3. to notify and provide the Partner with any amendment made to the Grant Agreement;
- 3.4. to define in conjunction with the Partner the role and rights and obligations of the two Parties, including those concerning the attribution of the intellectual property rights;
- 3.5. to comply with all the provisions of Grant Agreement.

Article 4 – Obligations of the Partner

The Partner shall undertake:

- 4.1. to 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 high quality and in accordance with the objectives of the project as set out in the Grant Agreement; including being the main leader of the Project Result 03, contribute to the Project Result 02 and the Project Result 04. Submits relevant project results in English. Organise short-term joint staff training event (Learning, Teaching, Training Activity 02), participate at currently planned 4 project meetings, organize Workshop on Intercultural Skills (Multiplier Event 02) and participate at other project related activities;
- 4.2. to comply with all the provisions of the Grant Agreement;
- 4.3. to communicate and submit in due time to the Beneficiary any information or document required by the latter that is necessary for the management of the project, including 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;
- 4.4. to accept responsibility for all information communicated to the Beneficiary, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.5. to define in conjunction with the Beneficiary the role and rights and obligations of the two Parties, including those concerning the attribution of the intellectual property rights;
- 4.6. to have in place effective procedures and arrangements to provide for the safety and protection of the participants in the Project
- 4.7. to ensure that insurance coverage is provided to participants involved in mobility activities abroad;
- 4.8. to notify without delay the Beneficiary of any event likely to substantially affect or delay the implementation of the project, as well as of any important deviation of the project (e.g. replacement of the project contact person, deviations from work plan etc.);
- 4.9. to inform the Beneficiary without delay of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.

Article 5 – Financing

- 5.1 The total expenditure to be committed by the Partner for the period covered by this contract is estimated at **51 879,00** EUR (including all taxes and duties). The Partner's detailed budget is described in the annexes to the Grant Agreement (Annex III of this agreement Description of the Project; Estimated budget of the project; List of other beneficiaries (Annex II of the Grant Agreement).
- 5.2 The grant shall take the form of unit contributions and reimbursement of eligible costs actually incurred in accordance with the following provisions:

- (a) eligible costs as specified in Article II.19 of the *General Conditions* of the Grant Agreement;
- (b) financial rules as specified in Annex III of the Grant Agreement;
- (c) estimated partner budget as specified in Annex II of the Grant Agreement.

5.3 The Beneficiary and the Partner are both obliged to avoid the risk of double funding of activities. In case of breach of this rule the responsibility lies with the Party that allowed such double funding to happen, including e. g. a failure to properly communicate necessary information to the other party.

Article 6 – Budget transfers

6.1 Without prejudice to Article II.13 of the *General Conditions* of the Grant Agreement and provided that the Project is implemented as described in the Annex VI (Application form of the project) of this agreement, the Parties are allowed to adjust the estimated budget set out in the Project, by transfers between the different budget categories, without this adjustment being considered as an amendment of the Grant Agreement within the meaning of Article II.13 of the *General Conditions*. The rules for such transfers are specified in Article I.17 of the Grant Agreement.

6.2 The Partner is obliged to consult any budget transfers with the Beneficiary in advance.

Article 7 – Payments

7.1 The Beneficiary commits himself to carrying out payments relating 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

An initial advance Euros **20 751,60** EUR i.e. 40 % of the Erasmus+ contribution within a maximum of 30 calendar days following the receipt of the agreement signed by Partner and the receipt of the first payment from the National Agency.

2nd payment

Representing up to 40 % of the estimated Erasmus+ grant contribution, shall be transferred to Partner when at least 70 % of the first instalment (counted for all parties together) has been used for eligible project activities and costs, following the receipt of Partner's interim progress report on implementation of the project, financial report with accompanying tables and documents and the request for payment of the second pre-financing. The Beneficiary shall transfer the second instalment within a maximum of 30 calendar days following the receipt of the second instalment from the National Agency.

Final payment

The balance will be paid to Beneficiary within 60 days of approval of the final project report by the National Agency. The payment of the balance reimburses or covers the remaining part of the eligible costs incurred by the beneficiaries for the implementation of the project. The Beneficiary reserves the right to withhold the balance and demand a refund of the amounts already paid if the report is presented after the deadline mentioned in article 9 of this contract. The Beneficiary shall transfer the balance within a maximum of 30 calendar days following the receipt of the balance from the National Agency.

In case the advance payments are not utilised fully (i. e. shall the approved eligible expenses be lower than the advances provided), the Partner is obliged to return such unused funds to the Beneficiary's bank account from which the advance payments were sent; such return must be performed no later than 15 days following the Beneficiary's call for the return of the financial means. In the case of the Partner's delay with the return of financial means within the deadline pursuant hereto, the Beneficiary shall charge a contractual penalty 5 EUR for each commenced day of the delay.

- 7.2. All payments shall be regarded as advances pending explicit approval by the Czech National Agency of the final report, the corresponding cost statement and the quality of the results of the project.
- 7.3. The final payment as mentioned in point 7.1 of this Article shall constitute the payment of the amount necessary to balance revenue and expenditure.
- 7.4. Partner 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.
- 7.5. If there is a difference between the amount of the Erasmus+ grant contribution actually used by the beneficiaries participating in the project and the amount of expenditure declared eligible by the National Agency at the end of the project, the beneficiary(ies) responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinating Beneficiary in a maximum of 30 calendar days after the request to the beneficiary(ies) is issued.
- 7.6. In the case of financial penalties from the National Agency, defined under the Grant Agreement, the coordinating Beneficiary request refunding from beneficiary(ies) responsible for penalties and beneficiary(ies) will refund the amount in a maximum of 30 calendar days after the request to the partner(s) is issued.
- 7.7. Costs of the payment transfers are borne as follows:
 - (a) the Beneficiary bears the costs of transfer charged by its bank;
 - (b) the Partner bears the costs of transfer charged by its bank;
 - (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

Article 8 – Bank account

Account holder: Univerzita Konštantína Filozofa v Nitre
Name of the Bank: Štátna pokladnica
Address of the Bank: Radlinského 32, 810 05 Bratislava 15
Account number: 7000073076/8180
IBAN code: SK54 8180 0000 0070 0007 3076
SWIFT code: SPSRSKBAXXX
Variable symbol: 1020

Article 9 – Reports

9.1. The Beneficiary 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 Partner commits to provide the Beneficiary with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement, in accordance with the following procedure.

(a) In order to provide adequate information on the progress of the project, the Partner will prepare its part of the reports on the implementation of the project (description of the progress made, statistics and indicators, table of achieved/planned outcomes, etc.) and its part of financial statements on the implementation of the project, as specified in the Grant Agreement.

(b) For verification of appropriate spending of the funds, the Partner will prepare financial statements accompanied by complete supporting documentation concerning unit contributions and reimbursement of eligible costs actually incurred, as specified in the Grant Agreement.

(c) The Partner will submit his reports to the Beneficiary electronically, as follows:

Financial supporting documents + brief written progress reports – send regularly every 3 months, always on the 15th day of the month following this three-months period or at the request of the Beneficiary. The first deadline for submission is April 15, 2022.

Interim report – May 10, 2023 or once at least 70 % of the total first pre-financing payment has been used to cover costs of the project, including interim progress report and financial statement covering the reporting period from the beginning of the implementation of the project specified in Article 2.1 to April 30, 2023.

Progress report – February 10, 2024 covering the reporting period from May 01, 2023 to January 31, 2024.

Final report – November 30, 2024. The report must contain the information needed to justify the contribution requested on the basis of unit contributions where the grant takes the form of the reimbursement of unit contribution or the eligible costs actually incurred in accordance with the Grant Agreement.

9.2. The Beneficiary shall provide the Partner with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO. The Partner 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 5 years starting from the date of payment of the balance. In cases of ongoing audits, appeals, litigation or pursuit of claims concerning the grant, the period for keeping documents may be longer as beneficiaries must keep the documents until such audits, appeals, litigation or pursuit of claims have been closed. The Beneficiary may reject any item which cannot be justified in accordance with the rules set out in the Grant Agreement.

- 9.3. The required information and documentation within the Project shall be provided in English

Article 10 – Monitoring and supervision

- 10.1. The Partner shall provide without delay the Beneficiary with any information that the latter may request concerning the carrying out of the Project covered by this agreement.
- 10.2. The Partner shall make available to the Beneficiary any document making it possible to check that the Project is being or has been carried out.
- 10.3. The obligations described in Article II.20 of the Grant Agreement apply *mutatis mutandis* to the Beneficiary and the Partner.

Article 11 Conflict of Interest

- 11.1 The parties must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the contract. 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 Beneficiary without delay, and the Partner shall undertake to take all necessary measures to rectify this situation at once.

Article 12 – Liability

- 12.1 Each contracting party is responsible to the other in case of breach of this contract and is obliged to reimburse any damages arising from such breach of contract. In case these damages are not due to the serious or intentional negligence of the other party or its personnel, each contracting party may release the other from civil liability in respect to damages resulting from the performance of this agreement, suffered by itself or by its personnel, following further communication and agreement between the parties; such mitigation is however at the sole discretion of the injured party and there is no legal right or claim to such mitigation.
- 12.2 The Partner shall protect the Czech National Agency, 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 agreement, to the extent that these damages are not due to

the serious or intentional negligence of the Czech National Agency, the Beneficiary or their personnel.

- 12.3 The financial responsibility of each Partner shall be limited to the amount received by the Partner from the Beneficiary. In case of proven intent or gross negligence, however, the liability of the Partner is up to the amount of actual damages thus caused.

Article 13 – Termination of the agreement

- 13.1 The Beneficiary may terminate this agreement 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.
- 13.2 The Partner shall immediately notify the Beneficiary, supplying all relevant information, of any event likely to prejudice the performance of this agreement.

Article 14 – Jurisdiction clause

- 14.1 The law applicable to this contract shall be the law of the Czech Republic.
- 14.2 Failing amicable settlement, the Courts of the Czech Republic shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.

Article 15 – Protection of personal data

- 15.1 The parties hereby agree to protect any personal data connected with the performance of this agreement according to paragraphs I.7 a I.8 of the Grant Agreement and paragraph II.7 of the General Conditions of the Grant Agreement.

Article 16 – Intellectual Property Rights

- 16.1 Without prejudice to paragraph Article II.9.3 of the General Conditions, the Beneficiary grants the Partner the right to make free use of the results of the Project as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

Article 17 – Amendments or additions to the agreement

Amendments to this agreement shall be made only by a supplementary agreement signed on behalf of each of the Parties by the signatories of this agreement.

Annexes:

- I. Grant Agreement no 2021-1-CZ01-KA220-HED-000031122
- II. General Conditions of the Grant Agreement no 2021-1-CZ01-KA220-HED-000031122 (Annex I of the Grant Agreement no 2021-1-CZ01-KA220-HED-000031122)
- III. Description of the Project; Estimated budget of the project; List of other beneficiaries (Annex II of the Grant Agreement no 2021-1-CZ01-KA220-HED-000031122)
- IV. Financial and contractual rules (Annex III of the Grant Agreement no 2021-1-CZ01-KA220-HED-000031122)
- V. Applicable rates (Annex IV of the Grant Agreement no 2021-1-CZ01-KA220-HED-000031122)
- VI. Application Form of the project " Enhancing Quality Teaching of Humanities and Social Sciences in Higher Education for 21+”

For the Beneficiary,
The legal representative:

For the Partner,
The legal representative:

XXXXXXXXXXXXXXXXXXXXX
rector

XXXXXXXXXXXXXXXXXXXXX
rector

Date: 17. 2. 2022

Date: 3. 2. 2022