



Partnership Agreement

Project Name: Development of Green Skills for Better Employability (the “Project”)
Erasmus+ Programme: Cooperation partnerships in vocational education and training
Project number: 2021-1-HU01-KA220-VET-000024924

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

TREBAG Intellectual Property- and Project Manager Ltd

2094 Nagykovácsi, Puskás Tivadar u. 6, Hungary

represented for the purposes of signature of the Agreement by Andrea Kövesd the legal representative as defined in the Grant Agreement no: 2021-1-HU01-KA220-VET-000024924 (Annex I)

(hereinafter referred to as the “coordinator”),

and the following beneficiaries:

Česká zemědělská univerzita v Praze

Kamýcká 129, 165 00 Praha – Suchbátka, Czech Republic

represented for the purposes of signature of this Agreement by their legal representatives, according to the Mandates previously signed and attached to the Grant Agreement (here in Annex I)

(hereinafter referred to as the “beneficiaries”/” beneficiary” and/or “Partner”).

Where a provision applies without distinction to the "coordinator" and the "beneficiaries", for the purpose of this Agreement they will be collectively referred to as the "beneficiaries".

The parties hereby have agreed as follows:

Article 1 Subject of the Partnership Agreement

1.1 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: **Development of Green Skills for Better Employability** (hereinafter referred to as the “project”).

1.2 The Objective of the present Contract

On the basis of the present Contract the Coordinator and the Partner shall contribute to the achievement of the requirements of the NA Contract together with the other parties (Beneficiaries and Subcontractors) performing the NA Contract in accordance with the terms and conditions as stated in the present Contract.

1.3 The Project Period



The present Contract shall come into force on the day when it has been signed by both the Coordinator and the Partner. The Contracting Parties declare that, from 1 December 2021, all performances performed in connection with the subject matter of this contract shall form part of the contract under this contract. This Contract will cover the period up to 31.05.2024.

1.4 The Obligations of the Coordinator and the Partner

The Coordinator and the Partner shall perform and complete their share of the work under the present Contract in accordance with the requirements set out in the Annexes to the present Contract. The Parties to the present Contract shall carry out the work in accordance with the timetable and budget set out in Annex II. using their best endeavours to achieve the results (project results) specified therein and shall carry out all of their responsibilities under the present Contract in accordance with recognised professional standards.

Article 2 Duration

2.1 This Agreement shall enter into force on the date the last party signs.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the provisions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the coordinator has been discharged in full of its obligations arising from the Grant Agreement signed with the National Agency.

Article 3 Obligations and responsibilities

3.1 General obligations and role of the beneficiaries (including the coordinator).

Each beneficiary:

- (a) is responsible for carrying out the activities attributed to it, and shall conduct its own work in accordance with the work programme and schedule set forth in the Grant Agreement and approved application, working to the best of its abilities to achieve the defined results required of that beneficiary and taking full responsibility for its 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 insofar as it relates to that beneficiary's obligations under the Grant Agreement;
- (c) is responsible for complying with any legal obligations incumbent on it individually;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities pertaining to it as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to it under 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 and to the National Agency within 6 months of the signature of the Grant Agreement.
- (i) provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the Guidelines for the Use of the Grant, the various reports templates and any other relevant document concerning the project.
- (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 Agency following report assessment and field monitoring visits.

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 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;
- (d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project insofar as it relates to that beneficiary's activities;
- (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 315.646,00 and shall take the form as stipulated in Annex II of the Grant Agreement.

4.2 The total contribution to be committed to and is payable to the Partner for the period covered by this contract is:

Česká zemědělská univerzita v Praze - 58 531,00 EUR (Including all taxes and duties).

4.3 The Erasmus+ contribution according to the lump sums set out in the approved budget (Annex III) for the Partner shall be a maximum amount of 20% of exceptional costs allocated in the approved budget (Annex III)

4.4 Full details of the estimated budget breakdown per funding source, beneficiary and budget category is given in Annex III of this Agreement.

Article 5 **Payment arrangements**

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

1st payment: 20% (EUR 11.706,2) of the grant within 10 days after:

- the Partner contract was signed by both sides and
- provided the first payment by the NA has been made to the Coordinator.

2nd Payment: 20% (EUR 11.706,2) of the grant within 30 days after:

- the Coordinator has received and approved all documents, invoices and papers in the 1st Progress Report I from the Partner, and
- Partner has fulfilled all project tasks and obligations for the period (01.12.2021- 31.10.2022 – progress report)

3rd payment: 20% (EUR 11.706,2) of the grant within 30 days after:

- the NA has approved the interim report (covered 01.12.2021- 30.06.2023.)
- the Partner has spent at least 70% of the previous grant received to date,
- the Coordinator has received the 2nd payment from National Agency

4th payment: 20% (EUR 11.706,2) of the grant within 30 days after:

- the Coordinator has received and approved all documents, invoices and papers in the 2nd progress report (covered 01.12.2021- 31.12.2023)
- -all documents, invoices and papers in the previous report received from the Partner
- Partner has fulfilled all tasks and obligations in the project as defined

5th payment: up to a maximum of 20% (EUR 11.706,2) of the grant within 30 days after:



- the NA has approved the final report and the payment of the balance has been made to the Coordinator

5.2 Beneficiaries are 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 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 (ies) responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator.

5.4 All payments shall be regarded as advances pending explicit approval by the National Agency of the final report, the corresponding cost statement and the quality of the results of the project. Any revenue generated shall be declared and communicated to the Coordinator.

Article 6 Reporting

6.1 The Coordinator and the Partner shall be bound by the obligations set and the instructions given in parts II and III of the NA Contract. The Partner 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 signed and certified as true and exact by the Financial Officer and/or the Legal Representative of the Partner. 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. Even under the rule of lump sum funding in the Erasmus+ Programme, the partner is obliged to provide necessary documents of expenditure for any of the budget categories at the request of the Coordinator.

6.3 The Partner is required to present declarations in accordance with the following deadlines

1 st financing report	15.06.2022 (covering period 01.12.2021- 31.05.2022)
2 nd financing report - Progress report	15.11.2022 (covering period 01.12.2021 – 31.10.2022)
3 rd financing report - Interim report	15.07.2023 (covering period 01.12.2021 – 30.06.2023)
4 th financing report	15.01.2024 (covering period 01.12.2021 – 31.12.2023)
Final report	15.06.2024 (covering period 01.12.2021 – 31.05.2024)

Reports cover all financing documents and dissemination reports and project activities too.

6.4 The reports must contain the real and total expenditures to the Coordinator 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 Partner. All details as well as templates (e.g. timesheets, VAT evidence documents, internal progress report documents etc.) provided by the Coordinator and/or the NA will be introduced and discussed with the Partner in good time.

Article 7



General administrative provisions

7.1 Any important project related communication between the parties shall be done in writing and addressed to the appointed project manager of each beneficiary, as per the details below:

For the coordinator: TREBAG LTD (2094 Nagykovácsi, Puskás T u. 6)

Andrea Kövesd, CEO

For the beneficiary: Česká zemědělská univerzita v Praze (Kamýcká 129, 165 00 Praha – Suchdol)

prof. Ing. Petr Sklenička, CSc., rector

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

Česká zemědělská univerzita v Praze (Kamýcká 129, 165 00 Praha – Suchdol, Czech Republic)

Email: pitrovaj@pef.czu.cz

Article 8 Banking details

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

Name and Address of the Account Holder: Česká zemědělská univerzita v Praze, Kamýcká 129, 165 00, Prague – Suchdol, Czech Republic

Name of Bank: XXXXX

Bank address: XXXXX

BIC: XXXXX

IBAN: XXXX

Article 9 Ownership and property rights

9.1 The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiaries, in compliance with Article I.8 of the Grant Agreement.

9.2 Materials already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

Article 10 Liability

10.1 Each of the contracting parties 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.

10.2 The liability of any Party for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to any indirect or consequential damages or losses including but not limited to loss of goodwill, loss of business, loss of revenue and/or loss of



profit. Nothing in this Agreement limits or excludes either Party's liability for: (a) death or personal injury resulting from negligence; or (b) any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

10.3 Subject to Clause 10.2, the maximum liability of any Party under or otherwise in connection with this Agreement or its subject matter shall not exceed the total sum payable to the Partner under clause 4.2 of this Agreement.

10.4 No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Agreement, or of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.

Article 11 Conflict of interest

11.1 The coordinator and beneficiaries must undertake all necessary precautions to prevent any risk of conflicts of interest which 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 II.5 of the Grant Agreement.

Article 12 Working languages

12.1 The working language of the partnership shall be English.

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 parties involved shall make the 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 the project partners), that will try to mediate in order to resolve the conflict.

Article 14 Applicable law and jurisdiction

14.1 This Agreement is governed by the Hungarian law, being the law of the coordinator's country.

14.2 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.



14.3 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 parties.

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

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

Article 15 **Termination of the Agreement**

15.1 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.

15.2 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 16 **Force Majeure**

16.1 If either parties face a case of *force majeure* (as per defined in article II.15 of the Grant Agreement), it shall promptly notify the coordinator in writing, specifying the nature, probable duration and expected effects of this event.

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

Article 17 **Annexes**

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| Annex I. | Copy of the Grant Agreement signed between the coordinator (Trebag Ltd.) and the National Agency |
| Annex II. | Project document (original proposal, supplement document, GANTT) |
| Annex III. | Project Budget |
| Annex IV | Erasmus+ KA2 Strategic Partnerships Financial and contractual rules |
| Annex V | Additional rules due to COVID-19 |
| Annex VI | Rates applicable for unit contributions |
| Annex VII | Multi beneficiaries model grant agreement |

Article 18 **Final provisions**



The Agreement is drawn up in 3 (three) identical copies, each copy having the value of the original. The undersigned beneficiary will receive 2 (two) and coordinator 1 (one) identical copies of the Agreement.

This Contract is governed by the law of Hungary.

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
TREBAG LTD

For the Beneficiary

The legal representative
Česká zemědělská univerzita v Praze

Andrea Kövesd

prof. Ing. Petr Sklenička, CSc.

Signature and stamp
Done in Nagykovácsi, Hungary

Signature and stamp
Done in Praha, Czech Republic

Date

Date