

Partnership Agreement

Agreement for Project Partners concerning the Partnership for the implementation of the Erasmus+ Project „TaTaBooks - Talking Tactile Books for Visually Impaired Children” (2021-1-AT01-KA220-SCH-000024416)

Between the following partners:

Name and Address of Organisation	Represented by	Role in the Project
Economica Institut für Wirtschaftsforschung Liniengasse 50-52, 1060 Wien, AT	Dr. Daniela Grozea-Helmenstein and Univ.-Prof. Dr. Christian Helmenstein	Coordinator
Trnka, nezisková organizácia Jašíkova 9, 824 03 Bratislava, SK	Mgr. Petra Pobežalová	Project Partner
Research Studios Austria Forschungsgesellschaft mbH Broschgasse 7/Top 65, 4040 Linz, AT	Mag. Tockner Michael, MSc and Dr. Markus Tauber	Project Partner
Spojená škola internátna Svrčia 6, 842 11, Bratislava, SK	Mgr. Sandra Botlíková	Project Partner
Střední škola, základní škola a mateřská škola pro zdravotně znevýhodněné Kamenomlýnská 2, 60300 Brno, CZ	Ing. Soňa Šestáková	Project Partner
Vakok Ovodaja, Altalanos Iskolaja, Szakiskolaja, Keszsegefjlesztő Iskolaja, Egyseges Gyogypedagogiai Modszertani Intezmenye, Kollegiuma es Gyermekotthona Ajtosi Dürer sor 39., 1146 Budapest, HU	Agnes Somorjai	Project Partner
Öffentliche Schule der Stadt Wien / Schulzentrum im FIDS Zinckgasse 12–16, 1150 Wien, AT	Henrietta Loos	Project Partner
ARNO - G, s.r.o. Pluhová 25 831 03 Bratislava	PhDr. Ildikó Gúziková	Project Partner

The following annexes form an integral part of this agreement:

- Annex I Description of the project
- Annex II Grant approved
- Annex III Contract preparation form
- Annex IV Grant Agreement for the Project TaTaBooks, project number 2021-1-AT01-KA220-SCH-000024416 including „Special Conditions”, „General Conditions”, “Financial and Contractual Rules”, “Applicable rates”, and “Addendum to the Grant Agreement for KA2 - Cooperation partnerships”.

Article 1: Definitions

1. **Coordinator:** The Project Partner who takes the overall responsibility concerning the implementation of the project as defined in Art. 2 towards the OeAD (Österreichischer Austauschdienst)-GmbH – Austria's Agency for Education and Internationalisation (hereinafter referred to as National Agency/NA)
2. **Project Partners:** All other partners involved in the project defined in Art. 2, who are financial beneficiaries of the grant and contribute to the project implementation according to the project defined in Art. 2.
3. **Project Partnership:** The partnership between all the financial beneficiaries who sign this Partnership Agreement, i.e. the coordinator and all the other project partners who commit to implement the project defined in Art. 2 (hereinafter referred to as “beneficiaries”).

Article 2: Scope of the Agreement

1. The Coordinator and the Project Partners form a Project Partnership for the implementation of the Erasmus+ Project „ TaTaBooks - Talking Tactile Books for Visually Impaired Children” project number 2021-1-AT01-KA220-SCH-000024416, as set out in the Description of the Project and in the Contract Preparation Form (Annex I, Annex III) and in the Grant Agreement (Annex IV) and the Grant approved (Annex II).
2. This contract governs the relations between the Coordinator and the Project Partners as well as their respective rights and obligations with regard to their participation in the project.

Article 3: Duration of the Agreement

1. This Partnership Agreement shall take effect on the date on which the contract is signed by all the Project Partners. It shall remain in force until the coordinator has discharged in full its obligations toward the NA.

Article 4: Obligations

1. The Project Partners agree to contribute in best possible manner towards the implementation of the project defined in Art. 2.
2. The Coordinator and the Project Partners will assume responsibility to undertake all the tasks (common or individual taken commitments) of the project as described in Art. 2.

The main tasks of the coordinator are summarized as follows:

3. Signing of the grant agreement;

4. Timely implementation of each part of the project for which he/she is responsible, according to the description of the individual activities of the approved project application, and in accordance with the grant agreement;
5. Compliance with the provisions and commitments as described in the grant agreement;
6. Process requests for further pre-financing payments and the payments of the balance of the grant in accordance with the grant agreement, and the publication of the required reports, in particular the interim and the final report;
7. Disbursement of the funds to the Project Partners in proportion to their share of the project budget, upon receipt of funding from the NA, and in accordance with procedure described in Art. 7;
8. Immediate notification to the NA as well as the Project Partners regarding any special circumstances, that can to his/her knowledge affect or delay the implementation of the project;
9. Prompt responses to inquiries from the NA and the Project Partners;
10. Assume responsibility for official correspondence as well as day to day communications with the NA on behalf of the project;
11. Bookkeeping regarding the costs that are eligible under the agreed funding structure - during the project lifecycle and during the period prescribed in the grant agreement - in comprehensible accounting format;
12. Ensures compliance with EU regulations and national legislation, in particular the Public Procurement Law, Public funding regulations and other project-specific commitments.

The main tasks of the Project Partners are summarized as follows:

13. Timely implementation of each part of the project for which he/she is responsible, according to the description of the individual activities of the approved project application, and in accordance with the grant agreement;
14. Compliance with the provisions and commitments as described in the grant agreement;
15. Timely submission of information and reports that are necessary to produce the reports and other documents required by the grant agreement, in particular for writing the interim and the final report as well as submission of invoices or other documents that are necessary for pre-financing payments and the payment of the balance of the grant;
16. Immediate notification to the coordinator of any special circumstances, of which he/she has knowledge, that could affect or delay the implementation of the project;
17. Prompt response to inquiries by the coordinator;

18. Bookkeeping regarding the costs that are eligible under the agreed funding structure - during the project lifecycle and during the period prescribed in the grant agreement - in comprehensible accounting format;
19. Ensures compliance with EU regulations and national legislation, in particular the Public Procurement Law, Public funding regulations and other project-specific commitments.

Article 5: Liability

1. Each contracting party shall exonerate the other contracting party from all civil liability arising from damages suffered by itself or its staff, resulting from the execution of this contract, insofar as these damages are not due to a serious or intentional error on the part of the other contracting party or its staff.
2. If the NA - due to the breach of the contractual obligations - requires repayment of funds already disbursed, so each partner that has not complied with its obligations has to bear consequences, including financial consequences.
3. If the breach of commitments was caused by a project partner, this project partner is obliged to transfer the amount that has to be refunded to the coordinator. The coordinator has to notify to promptly each project partner about the amount to be returned. The repayment is to be made within a period specified in the notification by the NA for the required amount - interest payments made into account - as specified in the grant agreement.
4. The financial responsibility of each beneficiary other than the Coordinator towards the NA shall be limited to the amount received by the beneficiary concerned.

Article 6: Cooperation with third parties

1. In case of cooperation with third parties, including subcontractors, delegation of part of the activities or of outsourcing, the Project Partner concerned shall remain solely responsible to the coordinator concerning compliance with its obligations as set out in the Grant agreement. The coordinator shall be informed by the Project Partner about the subject and party of any contract concluded with a third party.
2. No project partner shall have the right to transfer its rights and obligations under this Partnership Agreement without the prior consent of the coordinator, the other Project Partners and the NA.
3. Cooperation with third parties including subcontractors shall be undertaken in accordance with the procedures set out in EU public procurement directives.

Article 7: Budget und Payments

1. The maximum amount of the grant by the NA for the whole Project is 307.163,60 Euro. This amount relates to the tasks as described in the Description of the Project including the Contract preparation form (Annex I, Annex III) and as calculated in the Description of the Project and the Grant approved (Annex I, Annex II) and as allocated to the project partners as follows:

Economica Institut für Wirtschaftsforschung:	116.689,00 Euro
Trnka, nezisková organizácia:	56.830,60 Euro
Research Studios Austria Forschungsgesellschaft mbH:	71.237,00 Euro
Spojena skola internatna:	8.689,00 Euro
Střední škola, základní škola a mateřská škola pro zdravotně znevýhodněné:	8.420,00 Euro
Vakok Ovodaja, Altalanos Iskolaja, Szakiskolaja, Keszsegefejljeszto Iskolaja, Egyseges Gyogy pedagogiai Modszertani Intezmenye, Kollegiuma es Gyermekotthona:	9.264,00 Euro
Öffentliche Schule der Stadt Wien / Schulzentrum im FIDS	8.114,00 Euro
ARNO - G, s.r.o.	27.920,00 Euro

2. The coordinator undertakes to make payments under this Contract to the Projects Partners in two instalments and a balance payment:
 - a. The first instalment composed of:
50 % of “Project Management and Implementations” and
40 % of “Project Results”
of the approved grant as set out in Annex II shall be paid 30 days upon signature of this contract by the Project Partners and after receipt of the first payment from NA by the coordinator.
 - b. The second instalment composed of:
25 % of “Project Management and Implementations”,
25 % of “Project Results”,
80 % of the actual costs incurred at that time (31. October 2022) of “Special Costs – Exceptional Costs” – but not more than the maximum of the budget granted, and
the lump sums incurred for travel at that time (31. October 2022) (“Transnational Project Meetings”, “Travel”, “Green Travel”, and “Individual Support”),
of the approved grant will be paid within 30 days after the satisfactory completion (including all invoices and necessary details) of the progress report. The progress report has to be finalized and sent to the coordinator until 6. November 2022 for costs incurred until 31. October 2022.
 - c. The balance shall be paid after receipt of all documentation required by Coordinator (Annex IV, “General Conditions” - Financial Provisions) and within 30 days of receipt of the final payment by NA to the Coordinator. The final report has to be sent to the coordinator until the 7th of November 2023.
3. The coordinator shall have the right to withhold all or part of the third instalment or the balance payment and to seek reimbursement of previous monies paid if after analysis of the interim or final

report received from the Project Partner, the eligible expenditure incurred is less than the sum mentioned above under Art. 7 sec. 1 or if the interim or final report is received after the due date.

4. All payments to the Project Partners within the framework of this project will be transferred to the below mentioned accounts. The Project Partners are obliged to inform the coordinator in case of any changes of the below indicated details:



a. Trnka, nezisková organizácia

Trnka, nezisková organizácia Jašíkova 9, 824 03 Bratislava, SK	
Name of the Bank:	FIO BANKA
Address of branch:	Záhradnícka 74, 821 08 Bratislava, Slovak Republic
Account holder or special reference:	Trnka n. o.
IBAN:	
BIC:	

b. Research Studios Austria Forschungsgesellschaft mbH



Research Studios Austria Forschungsgesellschaft mbH Broschgasse 7/Top 65, 4040 Linz, AT	
Name of the Bank:	Raiffeisenverband Salzburg Filiale Leopoldskron-Moos
Address of branch:	Sinnhubstraße 6, 5020 Salzburg
Account holder or special reference:	Research Studios Austria Forschungsgesellschaft
IBAN:	
BIC:	

c. Spojená škola internátna



Spojená škola internátna Svrčia 6, 842 11, Bratislava, SK	
Name of the Bank:	STATNA POKLADNICA
Address of branch:	RADLINSKEHO 32, Bratislava
Account holder or special reference:	Spojená škola internátna
IBAN:	
BIC:	

d. Střední škola, základní škola a mateřská škola pro zdravotně znevýhodněné



Střední škola, základní škola a mateřská škola pro zdravotně znevýhodněné Kamenomlýnská 2, 60300 Brno, CZ	
Name of the Bank:	Česká Národní Banka

Address of branch:	Rooseveltova 18, Brno, 601 10
Account holder or special reference:	Střední škola, základní škola a mateřská škola pro zdravotně znevýhodněné, Brno, Kamenomlýnská 2, Czech Republic
IBAN:	
BIC:	



e. Vakok Ovodaja, Altalanos Iskolaja, Szakiskolaja, Keszsegfejleszto Iskolaja, Egyseges Gyogyepedagogiai Modszertani Intezmenye, Kollegiuma es Gyermekekotthona

Vakok Ovodaja, Altalanos Iskolaja, Szakiskolaja, Keszsegfejleszto Iskolaja, Egyseges Gyogyepedagogiai Modszertani Intezmenye, Kollegiuma es Gyermekekotthona Ajtosi Dürer sor 39., 1146 Budapest, HU	
Name of the Bank:	OTP Bank Zrt
Address of branch:	1148 Budapest, Nagy Lajos király út 19-21.
Account holder or special reference:	Szól a Szív Alapítvány
IBAN:	
BIC:	

f. Öffentliche Schule der Stadt Wien / Schulzentrum im FIDS

Öffentliche Schule der Stadt Wien / Schulzentrum im FIDS Zinckgasse 12–16, 1150 Wien, AT	
Name of the Bank:	UniCredit Bank Austria AG
Address of branch:	Rothschildplatz 1, 1020 Vienna
Account holder or special reference:	Sonderschule Zinckgasse Schule der Stadt Wien
IBAN:	
BIC:	

f. ARNO - G, s.r.o.

ARNO - G, s.r.o. Pluhová 25, 83103 Bratislava, SK	
Name of the Bank:	ČSOB – Československá obchodná banka
Address of branch:	831 04 Bratislava, Vajnorská 100
Account holder or special reference:	ARNO-G, s.r.o.
IBAN:	
BIC:	

Article 8: Intellectual Property Rights

1. The Coordinator and the Project Partners shall ensure that all products developed within the framework of the project are, subject to the provisions of national laws regarding intellectual property, kept free of all rights.
2. The Coordinator and the Project Partners concede the rights of use of the results by the NA and the European Union according to the General Conditions (Art. II.8), including the concession of the use of pre-existing rights incorporated in the results and which are conditional for the results' use by NA and the European Union.

Article 9: Visibility of Union funding

1. Any communication or publication related to the Project, made by the Project Partners jointly or individually, including at conferences, seminars or in any information or promotional materials, shall indicate that the Project has received funding from the Union and shall display the European Union emblem according to the guidelines (Annex IV, General Conditions, Art. II.8).
2. Any communication or publication related to the Project made by the Project Partners jointly or individually in any form and using any means, shall indicate that it reflects only the author's view and that the NA and the Commission are not responsible for any use that may be made of the information it contains.

Article 10: Reports

1. The Project Partners shall present an interim progress report to the coordinator by the 30th of September 2022 the latest and all necessary documents for drawing up the final report by the 30th of October 2023 the latest.
2. For the interim and final report, the Project Partners are required to present to the coordinator declarations of the real and total expenditures of the work undertaken, and secondly, reports on the course of development of the Project activities undertaken by the Project Partners.
3. The coordinator shall provide the Project Partners with the appropriate forms for the declaration of expenses as well as the respective instructions for completing them. The Partner hereby agrees to supply proof of all expenditures in the form of copies of all invoices (in English or German language) and payment slips (accompanied by time sheets showing the days and dates of staff time spent on the project; templates will be provided by the coordinator), which will be forwarded to the coordinator. The Partner certifies that each copy corresponds to an original document in his/her possession. The originals will be reserved for the period mentioned in the "General Conditions" (II.27), and will be made available on request for auditing purposes.
4. The coordinator may reject any item of expenditure which cannot be justified in accordance with the rules set out in the Grant Agreement (Annex IV).

5. Besides administrative and financial reports the Partner shall document his/her project activities and provide all according documentation (print, photo, audio, video, press clippings) for reporting and publicity work for the project.
6. The Project Partners shall promptly inform the coordinator of any delay in the performance of the activities undertaken by the Partner under the present contract.

Article 11: Monitoring and Control

1. The Project Partners shall immediately give the coordinator any information that the latter may require concerning the implementation of the project as set out in this Contract.
2. The Project Partners shall keep at the disposal of the coordinator any document which enables the latter to check that the said project is being implemented or has been implemented.
3. In the case of a financial and/or operational audit by the competent authorities, the Project Partner shall cooperate with the coordinator, so that the latter has access to all the requested information.

Article 12: Non-fulfilment of Obligations or Delay

1. All Project Partners are obliged to promptly inform the coordinator and to provide the latter with all the useful details should there be events that could jeopardize the implementation of the project.
2. Should one of the Project Partners be in default, the coordinator shall ensure that the respective Project Partner complies within a reasonable period of time, a maximum of 20 running days.
3. The coordinator, to the best of his/her ability, should try to solve any problems and may also request assistance from the NA.
4. In the event of the recurrent or continued non-performance by a Project Partner concerning any of the undertakings arising from this agreement and independently of the consequences provided for by applicable law; this agreement may then be legally terminated or annulled by the coordinator, without needing to proceed with any further legal formality, if an official demand sent to the respective Project Partner by registered letter, is not complied with within one month. The Project Partner shall inform the coordinator immediately, providing her/him with all relevant information, of any event likely to prejudice the carrying out of this contract.
5. In case of termination of the agreement due to non-performance of the Project Partner the Coordinator may require the Project Partner to reimburse all or part of the payments made under this agreement.

Article 13: Working Language

1. The working language of the Project Partnership shall be English.

Article 14: Protection and Safety of Participants

1. The Beneficiaries shall have in place effective procedures and arrangements to provide for the safety and protection of the participants in their Project. The Beneficiaries shall ensure that insurance coverage is provided to participants involved in project activities abroad.

Article 15: Data Protection

1. All contracting parties undertake to comply in particular with the provisions of the GDPR (General Data Protection Regulation) EU/2016/679 as well as those of the respective national data protection law referring to the GDPR and to transfer these to their employees and partners acting within the scope of this agreement and to take all necessary data security measures.
2. If, in the course of the project, it becomes necessary to disclose or transfer personal data of employees of the Beneficiaries to the NA or the European Commission, the Project Coordinator will inform the Beneficiaries immediately. The NA and the European Commission are also subject to the regulations of the GDPR and the respective national legislation.

Article 16: Jurisdiction

1. In the absence of an amicable agreement, the Courts of Vienna, Austria shall have sole jurisdiction to decide on any dispute between the contracting parties concerning this agreement. The law applicable to this contract is the law of Austria.

Article 17: Amendments or Additions to the Contract

1. This present Partnership Agreement can only be changed by means of a written amendment that is signed by the Coordinator and all Project Partners. Modifications to the project (work plan, budget, etc.) that are approved by the NA shall be effective as alterations of this present Partnership Agreement, also without adherence to this formal requirement.

Article 18: Nullity

1. Should one of the provisions of this agreement be declared null or void in the national law of one of the parties or the law governing this agreement, this shall not render the remaining provisions null and void.

Attachment: Signature sheet /.1 – /.8

Signature sheet /.1

PARTNERSHIP AGREEMENT Project No: 2021-1-AT01-KA220-SCH-000024416

Authorised Signature(s) of the COORDINATOR:

Coordinator: **Economica Institut für Wirtschaftsforschung**

Date, Place

Authorised Representative

Stamp, Signature

Signature sheet /.2

PARTNERSHIP AGREEMENT Project No: 2021-1-AT01-KA220-SCH-000024416

Authorised Signature(s) of the PROJECT PARTNER:

Project Partner: **Trnka, nezisková organizácia**

Date, Place

Authorised Representative

Stamp, Signature

Signature sheet /.3

PARTNERSHIP AGREEMENT Project No: 2021-1-AT01-KA220-SCH-000024416

Authorised Signature(s) of the PROJECT PARTNER:

Project Partner: **Research Studios Austria Forschungsgesellschaft mbH**

Date, Place

Authorised Representative

Stamp, Signature

Signature sheet /.4

PARTNERSHIP AGREEMENT Project No: 2021-1-AT01-KA220-SCH-000024416

Authorised Signature(s) of the PROJECT PARTNER:

Project Partner: **Spojená škola internátna**

Date, Place

Authorised Representative

Stamp, Signature

Signature sheet /.5

PARTNERSHIP AGREEMENT Project No: 2021-1-AT01-KA220-SCH-000024416

Authorised Signature(s) of the PROJECT PARTNER:

Project Partner: **Střední škola, základní škola a mateřská škola pro zdravotně znevýhodněné**

Date, Place

Authorised Representative

Stamp, Signature

Signature sheet /.6

PARTNERSHIP AGREEMENT Project No: 2021-1-AT01-KA220-SCH-000024416

Authorised Signature(s) of the PROJECT PARTNER:

Project Partner: **Vakok Ovodaja, Altalanos Iskolaja, Szakiskolaja, Keszsegfejleszto Iskolaja, Egyseges Gyogypedagogiai Modszertani Intezmenye, Kollegiuma es Gyermekotthona**

Date, Place

Authorised Representative

Stamp, Signature

Signature sheet /.7

PARTNERSHIP AGREEMENT Project No: 2021-1-AT01-KA220-SCH-000024416

Authorised Signature(s) of the PROJECT PARTNER:

Project Partner: **Öffentliche Schule der Stadt Wien / Schulzentrum im FIDS**

Date, Place

Authorised Representative

Stamp, Signature

Signature sheet /.8

PARTNERSHIP AGREEMENT Project No: 2021-1-AT01-KA220-SCH-000024416

Authorised Signature(s) of the PROJECT PARTNER:

Project Partner: **ARNO - G, s.r.o.**

Date, Place

Authorised Representative

Stamp, Signature