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## PARTNERSHIP AGREEMENT

CONCERNING THE ERASMUS + PARTNERSHIPS for COOPERATION PROJECT

Univerzita Palackého v Olomouci,  
registration No. 61989592,  
Křížkovského 8, 771 47 Olomouc, Czech Republic,  
hereinafter referred to as “the Beneficiary”, represented by its rector, prof. MUDr. Martin Procházka, Ph.D.,

on the one part,

and

Ostravská univerzita,  
registration No 61988987,  
Dvořákova 7, 701 03, Ostrava, Czech Republic,  
hereinafter referred to as “the Partner”, represented by its rector prof. MUDr. Jan Lata, CSc.

on the other part,

both together referred to as “the Parties”,

HAVE AGREED

to implement the project “**Supporting Academics to Become INTERNATIONAL EDUCATORS through Professional Learning Communities**” under the Erasmus+ Programme, Key Action 2: Partnerships for Cooperation, hereinafter referred to as “the Project”, as follows:

### Article 1 – Subject matter

- 1.1. Having regard to the provisions of Regulation (EU) No 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing „Erasmus+“ in the field of education, training, youth and sport, the Beneficiary and the Partner commit themselves to carrying out implementation of the Project coming under the Agreement No **2021-1-CZ01-KA220-HED-000032178** 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 **399 670,40** 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.
- 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 accordance with the objectives of the Project as set out in the Grant Agreement;
- 3.2. to send to the Partner a copy of relevant 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 Project in accordance with the objectives of the Project as set out in the Grant Agreement;
- 4.2. to comply with all the provisions of the Grant Agreement;

- 4.3. to communicate to the Beneficiary any information or document required by the latter that is necessary for the management of the Project;
- 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

## **Article 5 – Financing**

- 5.1. The total costs to be committed by the Partner for the period covered by the Project is estimated at **35 696,00** EUR.
- 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 I of this agreement.

## **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 Annex II, 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* provided that the following rules are respected:
  - 6.1.1. The Parties are allowed to transfer up to 20% of the funds allocated for Project Management and Implementation, Transnational Project Meetings, Project results, Multiplier Events, Learning/teaching/training activities and Exceptional costs to any other budget category with the exception of the budget categories Project management and implementation costs and Exceptional costs.  
**Project Results, Multiplier Events and Learning/teaching/training activities:** the Parties are allowed to transfer up to 30% of the funds allocated for each of these categories to any other budget category (while respecting all other limits defined by this Article), without requesting an amendment. The Parties are allowed to transfer additional funds to these budget categories without requesting an amendment.
  - 6.1.2. Any budget transfer shall result in an increase of maximum 20% of the amount awarded to that budget category as specified in Annex I.

**Within budget category Learning/teaching/training activities:** the Parties are allowed to make any transfers between funds allocated to Travel, Individual support and Linguistic support without requesting an amendment.

- 6.1.3. Beneficiaries may transfer funds allocated to any budget category to the budget category Inclusion support for participants, although according to Annex I no funds have been allocated to this category. In this case, the maximum increase in the budget category Inclusion support for participants of 20% shall not apply.

By way of derogation from point (6.1.1) of this Article, beneficiaries may transfer funds allocated to any budget category other than the Inclusion support for participants to the budget category Exceptional costs related to the financial guarantee or high travel costs, if required by the Agency in Article I.4.2 of the Grant Agreement, even though no funds are earmarked for extra costs under Annex II. In this case, the maximum increase of the extraordinary cost budget category of 20% shall not apply.

**Transnational Project Meetings and Inclusion support for organisations:** the Parties are allowed to transfer up to 100% of the allocated funds to any other budget category (while respecting all other limits defined by this Article). The Parties are allowed to transfer additional funds to these budget categories without requesting an amendment.

- 6.1.4. **Project management and implementation, and Exceptional costs for subcontracting and purchase of good and services:** the Parties are allowed to transfer up to 100% of the funds allocated for each of these categories to any other budget category (while respecting all other limits defined by this Article). The Parties are not allowed to transfer any additional funds to these budget categories without requesting an amendment.

- 6.1.5. **Inclusion support for participants:** the Parties are allowed to transfer up to 15% of the allocated funds from this category to any other budget categories (while respecting all other limits defined by this Article). The Parties are allowed to transfer additional funds to this budget category without requesting an amendment.

- 6.1.6. **Exceptional costs for expensive travel and financial guarantee:** the Parties are allowed to transfer up to 100% of the allocated funds to any budget category (while respecting all other limits defined by this Article). The beneficiary is allowed to transfer additional funds to these budget categories without requesting an amendment, and provided that a relevant justification of expenses is included in the final report.

By derogation to points (6.1.1.) and (6.1.2.) of the present Article, for the purpose of establishing a financial guarantee in so far as required by the Czech National Agency in Article I.4.2 of the Grant Agreement., the beneficiaries are allowed to transfer funds allocated for any budget category (other than Inclusion support for participants) to budget category Exceptional costs.

## **Article 7 – Payments**

- 7.1. The Beneficiary commits itself to carrying out payments relating to the subject matter of this agreement to the Partner according to the fulfilment of the tasks and according to the following schedule:

1 <sup>st</sup> payment	40 %	Within 30 calendar days after the signature of the Partnership Agreement.
2 <sup>nd</sup> payment	40 %	Within 30 calendar days after receiving the interim payment from the Czech National Agency.
Final payment	20%	Within 30 calendar days after receiving the final payment from the National Agency on the condition that the Czech National Agency has approved full amount of the final payment.

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.

**Article 8 – Bank account**

**Name of the Bank:** [REDACTED]

**Address of the Bank:** [REDACTED]

**Account holder:** [REDACTED]

**Account number:** [REDACTED]

**IBAN code:** [REDACTED]

**(BIC code:)** [REDACTED]

**Article 9 – Reports**

9.1. The Partner shall provide the Beneficiary with any information and document required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative at least 30 days before the reporting deadline.

9.2. 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 at least 30 days before the reporting deadline.

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.

## **Article 11 – Liability**

- 11.1. Each contracting party shall release the other from any civil liability in respect to damages resulting from the performance of this 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.
- 11.2. 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.
- 11.3. The financial responsibility of each Partner shall be limited to the amount received by the Partner from the Beneficiary.

## **Article 12 – Termination of the agreement**

- 12.1. 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.
- 12.2. The Partner shall immediately notify the Beneficiary, supplying all relevant information, of any event likely to prejudice the performance of this agreement.

## **Article 13 – Jurisdiction clause**

- 13.1. The law applicable to this contract shall be the law of the Czech Republic.
- 13.2. 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 14 – Intellectual Property Rights**

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 15 – 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:**

Annex I Estimated partner budget

Annex II Description of the Project

Annex III General conditions

For the Beneficiary,  
The legal representative:

Prof. MUDr.

Martin

Procházka, Ph.D.

prof. MUDr. Martin Procházka, Ph.D.  
rector

Date:

Digitálně podepsal Prof.  
MUDr. Martin Procházka,  
Ph.D.

Datum: 2022.03.18  
14:42:17 +01'00'

For the Partner,  
The legal representative:

prof.

MUDr. Jan

Lata, CSc.

prof. MUDr. Jan Lata, CSc.  
rector

Date:

Digitálně  
podepsal prof.  
MUDr. Jan Lata,  
CSc.  
Datum:  
2022.02.07  
15:05:03 +01'00'

## ANNEX I - Estimated Partner budget Ostravská Univerzita

Budget items	Euros
Project Management and Implementation	9 000
Transnational Project Meetings	1 910
Project results	22 468
Multiplier Events	375
Learning Teaching Training Activities	1943
<b>Total Calculated</b>	<b>35 696,00</b>