



## Partnership agreement

Erasmus+ Programme

KA220-VET– Cooperation partnerships in vocational education and training

Project number: **2021-1-CZ01-KA220-VET-000025673**

Project name:

**Effective Education system of digital tools for VET in technical sectors**

Grant Agreement No. "2021-1-CZ01-KA220-VET-000025673"

This Agreement, drawn up under the ERASMUS+ programme Key Action: KA220-VET - Cooperation partnerships in vocational education and training, shall govern relations between:

Moravskoslezské inovační centrum Ostrava, a.s.,

Technologická 372/2, Pustkovec, 708 00 Ostrava

*(Hereafter referred as to "Coordinator"),*

*represented by legal representative Mgr. Pavel Csank, chairman of the board of directors*

on the one hand and

- 1) Šolski center Nova Gorica, Cankarjeva 10, 5000 Nova Gorica, Slovenia, represented by legal representative mag. Miran Saksida, director
- 2) Střední průmyslová škola a Obchodní akademie, Bruntál, příspěvková organizace, Kavalcova 814/1, Bruntál 792 01, represented by legal representative Ing. Jan Meca, director

***(all together hereafter referred as to "the Partner")***

on the other hand,

Which have agreed as follows:

### **1/Subject of the Contract**

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 Erasmus + Programme, KA220-VET - Cooperation partnerships in vocational education and training, Grant Agreement No. 2021-1-CZ01-KA220-VET-000025673 (hereinafter referred to as "Grant Agreement") and its annexes (Annex ...I, II, III, IV and V) for . The project objective is to contribute to the necessary changes in the vocational education and training (hereinafter referred to as "VET") by co-creation of innovative educational content and functional, easily upgradeable, accessible, and progressive teaching aids in international context that will support teachers in their work and pupils in understanding the curriculum. The key project activity is development of 15 EduBoxes on 15 up-to-date technical topics, each in 4 language mutations (Czech, English, Slovak and Slovenian) with innovative educational approach. The Edubox, easy-to-use digital learning tool for learners and teachers is an example of optimal technical and cost-effective solution for continuous reflection and transfer of the latest innovative technology trends into VET.

1. The project also includes foreign visits, conferences at national level, multiplier events and final international conference in Ostrava.
2. The Coordinator and the Partner, undertake the responsibility to carry out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement and its Annexes, concluded between the Coordinator and the National Agency *Foreign Exchange Stays*, pursuant to the rules laid down at Community level, particularly in the Administrative and Financial Guidelines (Annex I, II, III, IV, V and VI), but shall, under no circumstances, give rise to a profit.
3. This Agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project described under the Grant Agreement.

### **Article 2/Duration**

1. The project referred to in Article 1 has a duration of 32 months. It starts on 01.01.2022 and ends on 31. 8. 2024.
2. This Agreement enters into force on the date of signature by the last of all participating parties to the Agreement and shall remain in force until the Coordinator has been discharged in full of his obligation arising from the Grant Agreement.
3. The period of eligibility of the activities and the costs shall be in accordance with the Grant Agreement or any subsequent amendments.

### **Article 3/Obligations of the Coordinator**

1. The Coordinator commits itself to implement with full responsibility the project as defined in the present Agreement, the Grant Agreement and its annexes and the application form.
2. The Coordinator is responsible for overall project management and ongoing communication with all partners. Other tasks include continuous monitoring, management of the project budget, organization of project meetings and events, publicity, and dissemination activities of the project etc. As well as ensuring that the project is in the line with the Erasmus call and other legal and regulatory documents.
3. The Coordinator shall undertake responsibility for the overall coordination of the action and its administrative and financial management, and being the intermediary body between the partners National Agency *Foreign Exchange Stays* during the implementation of the action. To this effect, the coordinator will carry out the following functions:
  - a. Co-ordination between the Partners and communication and correspondence with the National Agency *Foreign Exchange Stays* including regular updates to the partners on exchanges with the the National Agency. This includes sending to the Partner a copy of the Grant Agreement and its annexes, of the administrative and financial guidelines, of the various reports and of any other official document concerning the project.
  - b. To notify and provide the Partner with any amendment made to the Grant Agreement;
  - c. The project coordinator is also responsible for managing partners portion of the budget depending on the scope and nature of the activities of each partner, in accordance with the rules defined in the present Agreement, the Grant Agreement and its possible annexes, the application form.
  - d. Representation on behalf of the Partner at events organised by National Agency.
  - e. The collection of Partners' reporting documentation on activity progress and budget spent required under the Grant Agreement and forwarding these to the National Agency using the templates provided by the deadlines set in the Grant Agreement.
  - f. Receipt on behalf of the Partner of the Grant and the transfer to each Partner of its due share subject to the conditions laid out in Article 5.
  - g. To comply with all the provisions of Grant Agreement.

### **Article 4/Obligations of the Partner**

1. The partner commits itself to implement with full responsibility the project as defined in the present Agreement, the Grant Agreement and its annexes and the application form.
2. The partner hereby agrees:
  - a. To comply with all the provisions of the Grant Agreement and its annexes.
  - b. To take all the steps necessary to prepare for, perform and correctly manage its own part of the work programme as set out in the application form, Grant Agreement, the present Partnership Agreement and its annex; and to support the Coordinator in fulfilling its obligations under the Grant Agreement.
  - c. To submit in due time the Coordinator with any information or document required by the latter that is necessary for the management of the project such as timesheets, employment contracts and pay slips of project staff, accounting information and all the

documentation to proof the activities carried out (copies of invoices for project expenditure, attendance lists, boarding passes, hotel invoices etc.) and other documentation the Coordinator may deem necessary to proof expenditure according to the financial regulations of the ERASMUS+ Programme.

- d. To present the accounting documents as visible certified copies of the originals; the originals remain with the partner organisation and must be kept for a minimum of five years after the project's final report has been approved by the National Agency for a possible audit.
  - e. To accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses.
  - f. To avoid any situation that may lead to conflict of interest during implementation of the project and duration of the Grant Agreement.
3. The partner commits to pay to the Coordinator the exceptional cost for the purpose of translation and corrections/proofreading. The same level of quality and proper translation of technical English will be ensured by a professional translation company (chosen in a tender) ordered by the Coordinator. Cost for translation was estimated to 28 000 € (1 500 standard pages to be translated, 18,16 € per page). Each partner agrees on a co-financing this translation and proofreading activities. Each partner agrees to pay approximately 2 151,16 € to the Coordinator based on an invoice.

#### **Article 5/ Organisational structure of the partnership**

1. The Coordinator is responsible for overall project management and ongoing communication with all partners and holds the key role in decision making on matter of the project. Additionally, roles and responsibilities of project coordinators of partner organizations were identified. Partner's project coordinators serve as a main point of contact of partners. Main project coordinator in the cooperation with partners project coordinator are responsible for setting up processes and implementing procedures for successful project development. Project's coordinators ensure that all key decisions will be based on agreement of majority of partners.

#### **Article 6/Payments arrangements**

1. The total cost of the project for the contractual period referred to by the Grant Agreement, is estimated in the maximum amount of **the grant 324 036 EUR** and is covering the activities directly linked to the implementation of the project (per day / per category of staff / per group of country), as indicated in the application.
2. The Coordinator commits himself to carry out payments relating to the subject matter of this Agreement to the Partner according to the achievement of the tasks and according to the following timetable and procedure:

**1<sup>st</sup> pre-payment:** the Coordinator will transfer the allocated 20 % to the Partner after signing of the Partnership Agreement by all parties, in the amount corresponding to the individual Partners' budget:

Total grant amount distribution in EUR	20 % of the individual budgets in EUR	
MSIC	71881	14376,20
SCNG	58958	11791
Third partner	41511	8302
SPŠOA Bruntál	151686	30337,2
<b>In total</b>	<b>324036</b>	<b>64806,40</b>

**2<sup>nd</sup> pre-payment:** the Coordinator will transfer the allocated 20 % of the Partners' estimated budget after the submission of the first interim progress report to the National Agency. The time of submission of the report is tied to the drawing of the budget. At the earliest can be brought forward by the time when budget spending of the first payment reaches 70 %. The payment will be made after the approval of the interim progress report by National Agency and the second pre-payment by the National Agency to the Coordinator; in the maximum amount 20% of each partners' budget.

**3<sup>rd</sup> pre-payment:** the Coordinator will transfer the allocated 20 % of the Partners' estimated budget after the submission of the second interim progress report to the National Agency. The time of submission of the report is tied to the drawing of the budget. At the earliest can be brought forward by the time when budget spending of the previous payment reaches 70 %. The payment will be made after the approval of the interim progress report by National Agency and the third pre-payment by the National Agency to the Coordinator; in the maximum amount 20% of each partners' budget.

**4<sup>th</sup> pre-payment:** the Coordinator will transfer the allocated 20 % of the Partners' estimated budget after the submission of the third interim progress report to the National Agency. The time of submission of the report is tied to the drawing of the budget. At the earliest can be brought forward by the time when budget spending of the previous payment reaches 70 %. The payment will be made after the approval of the interim progress report by National Agency and the fourth pre-payment by the National Agency to the Coordinator; in the maximum amount 20% of each partners' budget.

**Payment of the balance:** the Coordinator will transfer the allocated up to 20%, in the the maximum amount corresponding to individual budgets per Partner, to the Partner after the approval of the final report by National Agency and the transfer of the final payment to the Coordinator.

If the action is not implemented or is implemented poorly, partially, or late, the National Agency may reduce the grant initially provided for, in line with the actual implementation of the action according to the terms laid down in the Grant Agreement.

3. All payments shall be regarded as advances pending explicit approval by the National Agency of the final report on implementation of the action and a final financial statement report, the corresponding cost statement and the quality of the results of the project.
4. Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the National Agency financial contribution to the amount required to

balance revenue and expenditure. Any revenue shall be declared and communicated to the Coordinator.

### **Article 7/Bank account for payments**

All payments must be made to the Partner's bank account as indicated below:

- 1) Šolski center Nova Gorica

ACCOUNT HOLDER	Šolski center Nova Gorica
ADDRESS	Cankarjeva 10, 5000 Nova Gorica
BANK	Banka Slovenije
BANK ADDRESS	Slovenska 35, 1505 Ljubljana, Slovenija
SWIFT	BSLJSI2X
ACCOUNT NUMBER	0110 0603 0703 142
IBAN	SI56 0110 0603 0703 142

- 2) Střední průmyslová škola a Obchodní akademie, Bruntál, příspěvková organizace

ACCOUNT HOLDER	Střední průmyslová škola a Obchodní akademie, Bruntál, příspěvková organizace
ADDRESS	Kavalcova 814/1, 79201 Bruntál, Česká republika
BANK	Komerční banka
BANK ADDRESS	Na Příkopě 33, 114 07 Praha 1, Česká republika
SWIFT	KOMBCZPPXXX
ACCOUNT NUMBER	107-5212270267
IBAN	CZ0901000001075212270267

### **Article 8/Reports to the Coordinator**

1. The Partner shall provide the Coordinator with any information and document required for the preparation of the interim reports and, where appropriate, with certified copies of all the necessary supporting documents completed and signed by the legal representative 1 week before the submission to the National Agency. The Coordinator shall inform the partner at least 2 weeks before the submission of an interim report to the National Agency depending on the budget spending.
2. The Partner shall provide the Coordinator with any information and document required for the preparation of the final report and, where appropriate, with certified copies of all the necessary supporting documents completed and signed by the legal representative by 30/9/2024 at the latest.
3. Based on the projection of producing the project results, dates of learning, teaching, and training activities and all events during the project the Partner shall reach the 70 % of their spendings by dates set in the table the latest.

Payment	Month of the deadline for spendings (70 %)
1 <sup>st</sup> payment	7/2022
2 <sup>nd</sup> payment	3/2023
3 <sup>rd</sup> payment	11/2023
Balance payment	N/A

4. The Partner shall update the Coordinator about the budget spendings every month in special excel sheet made for this purpose with the most appropriate timing just after the regular payments to the staff involved in the project. When spendings reach 60% of the latest amount paid to the benefit of the Partner, then the Partner should update the budget spendings every week.
5. The reports must contain the real and total expenditures of the Partner for the work undertaken during the respective periods, separating expenditures paid out and expenditures committed by the Partner but not paid out; and secondly have to contain the course of development of the Project activities undertaken by the Partner. All details as well as templates provided by the Coordinator and/or the National Agency will be introduced and discussed with the Partner well in time.
6. The Partner agrees to supply to the Coordinator all the information according to project results and activities that are necessary concerning the implementation of the present Agreement.
7. The Partner shall promptly inform the Coordinator of any delay in the performance of the activities undertaken by the Partner under the present Agreement.

#### **Article 9/ Project results**

1. The main project results, Edubox, is a virtual summary of available knowledge and digital learning tools for teaching a chosen topic. It is primarily intended for teachers. Its main purpose is to provide all available information and in a convenient way to assist the educator with the teaching preparation. It should include everything a teacher needs to teach a specific topic. Based on the target topic, Eduboxes shall contain:
  - a. Text information
  - b. Presentations
  - c. Videos
  - d. Animations
  - e. Interactive tests
  - f. Ready practical exercises
  - g. Augmented and virtual reality application
  - h. Data for 3D printing teaching aids
  - i. Targeted didactic manuals

If any of the attachments would be missing, the exception must be reasonable in connection with the topic of given Edubox and negotiated in advance with the Main Edubox Content Coordinator.

The maximum level of teaching coverage should be four teaching hours (4 x 45 minutes) per one Edubox. In the case of a larger scope, it is necessary to divide Edubox into subsections.

Eduboxes are being developed mainly for topics that are not commonly accessible and teachers in secondary schools do not have them available.

2. The aim of the Eduboxes development is to make the preparation of teachers more efficient. Especially when teachers from similarly oriented schools teach the same topics, however all of them doing the research and preparation independently. This strategy is ineffective and is a major barrier to innovation in education, technological and know-how transfer.

The process of developing Eduboxes is being constantly validated. There are two levels of validation processes. The first level is technical. A cooperating team of experts and employers guarantees the expertise of Edubox. The second one, technological level, is being validated by the developers.

### **Article 10/ Monitoring and supervision**

1. The Partner shall provide without delay the Coordinator with any information according to the applicant`s guidelines that the latter may request from him concerning the carrying out of the work programme covered by this Agreement.
2. The Partner shall make available to the Coordinator any document according to the applicant`s guidelines making it possible to check that the aforementioned work programme is being or has been carried out.

### **Article 11/ Working language**

The working language of the partnership shall be English.

### **Article 12/ Liability**

1. Each contracting party shall release the other from any civil liability in respect of 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.
2. The Partner shall protect the EACEA, 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 Agreement, to the extent that these damages are not due to the serious or intentional negligence of the EACEA, the Coordinator or their personnel.

### **Article 13/Termination of the Agreement**

1. The Coordinator may terminate the 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.
2. The Partner shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this Agreement.

3. Effects of the termination shall be carried out according to the Annex II of the Grant Agreement and any payments unduly paid to the Partner shall be promptly repaid to the Coordinator or the Agency.

#### **Article 14/ Jurisdiction clause**

1. In case of any disputes, even if regarded as such only by one of the Partner, arising from this Agreement, the Partner will seek first to work towards an amicable settlement;
2. Failing amicable settlement, the settlement will be adjudicated by the competent court in the district in which the Coordinator has its registered office.
3. The law applicable to this Agreement shall be the law of Czech Republic.

#### **Article 15/ Amendments or additions to the Agreement**

Any Amendments to this Agreement must be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this Agreement.

#### **Article 16/ Agreement, Grant Agreement and Annexes**

1. This Agreement is made to regulate mutual relationship between the parties.
2. The constituent part of this Agreement is Grant Agreement with all Annexes.

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

Signed in two copies.

For the Coordinator,

For the Partner,

The legal representative

The legal representative

Mgr. Pavel Csank,  
chairman of the board of directors

Done at

Done at Ostrava

Date \_\_\_\_\_

Date \_\_\_\_\_

