



## PARTNERSHIP AGREEMENT

CONCERNING THE ERASMUS + STRATEGIC PARTNERSHIP PROJECT

Under the Union programme for education, training, youth and sport<sup>1</sup>

AGREEMENT No. VSB-KA220-HED-2021-1

**VSB – Technical University of Ostrava**, registration No. 61989100, 17. listopadu 2172/15, 708 00 Ostrava-Poruba, Czech Republic, hereinafter referred to as “**the Coordinator**”, represented by its rector prof. RNDr. Snášel Václav, CSc.

on the one part,

and

**Vysoká škola NEWTON, a.s.**, registration No. 27081869, 5. května 1640/65, Nusle, 140 00 Praha 4, hereinafter referred to as “**the Partner**”, represented by its rector MUDr. Jan Mojžíš, MBA,

on the other part,

all together referred to as “**the Parties**”,

HAVE AGREED

to implement the project “**Virtual open Course of Automotive Life Cycle Assessment**” under the Erasmus+ Programme, Key Action 2: Strategic Partnerships, hereinafter referred to as “**the Project**”, as follows:

### Article 1 – Subject matter

1.1. Having regard to the provisions of Regulation (EU) 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 **Coordinator** and the **Partner** commit themselves to carrying out implementation of the Project coming under the Grant Agreement No. 2021-1-CZ01-KA220-HED-000032222 concluded between the and the **National Agency** 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. These documents are available at shared project drive <https://drive.google.com/drive/u/1/folders/1JauUon1ISTw7euQZ3vdFe3guKf27Idcx>.



- 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 No. 2021-1-CZ01-KA220-HED-000032222 passed between the **National Agency** and the **Coordinator**.
- 1.3. The total grant of the project for the contractual period referred to by the Grant Agreement No. 2021-1-CZ01-KA220-HED-000032222 is estimated at **276 970,00 EUR**.
- 1.4. The final financial contribution shall depend on the evaluation of the quality of the results of the project of the Grant Agreement No. 2021-1-CZ01-KA220-HED-000032222, but shall, under no circumstances, give rise to a profit during the project implementation.
- 1.5. With the signature of this Agreement, the **Coordinator** 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 **24 months**. It starts on **01/11/2021** and ends on **31/10/2023**.
- 2.2. This agreement enters into force on the date of signature by the last of all Party to the agreement and terminates five years after the date of the payment of the balance by the **Coordinator** to the **Partner**. The Contract becomes effective on the day of its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll, law of the Czech Republic. In this connection, the contracting parties confirm that the Contract does not contain any information or data constituting a trade secret within the meaning of paragraph 504 of the Civil Code and thus agrees to the publication of its entire wording. Publication of the Contract in the Contract Register shall be made by the **Coordinator**.
- 2.3. The period of eligibility of the costs is according to the article 2.1.

## Article 3 – Obligations of the Coordinator

The **Coordinator** 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 No. 2021-1-CZ01-KA220-HED-000032222 concluded between the **National Agency** and the **Coordinator**;
- 3.2. to provide to the **Partner** a copy of 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 No. 2021-1-CZ01-KA220-HED-000032222 concluded with the **National Agency**;
- 3.4. to define in conjunction with the **Partner** the role and rights and obligations of Parties, including those concerning the attribution of the intellectual property rights;



3.5. to comply with all the provisions of the Grant Agreement No. 2021-1-CZ01-KA220-HED-000032222 binding the **Coordinator** to the **National Agency**.

#### **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 **Project application**;
- 4.2. to communicate to the **Coordinator** any information or document required by the latter that is necessary for the management of the Project;
- 4.3. to accept responsibility for all information communicated to the **Coordinator**, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.4. to define in conjunction with the **Coordinator** the role and rights and obligations of Parties, including those concerning the attribution of the intellectual property rights.

#### **Article 5 – Financing**

- 5.1. The total costs to be committed by the **Partner** for the period covered by the Project is estimated at **36 280,00 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) Estimated partners' budget as specified in Annex I of this agreement.
  - (b) Partner's project budget in detail specified in Annex II of this agreement.
  - (c) Financial rules as specified in Annex III *Financial and Contractual rules* and Annex IV *Unit Costs rates* of the Grant Agreement No. 2021-1-CZ01-KA220-HED-000032222.

#### **Article 6 – Budget transfers**

- 6.1. The Coordinator is allowed to adjust the estimated budget set out in the Project, by transfers between the different budget categories and partners, without this adjustment being considered as an amendment of the Grant Agreement No. 2021-1-CZ01-KA220-HED-000032222.
  - 6.1.1. The Parties are allowed to transfer up to 20% of the funds allocated for Project Management and Organisation, Transnational Project Meetings, Intellectual Outputs, Multiplier Events, Learning/Teaching/Training activities and Exceptional costs to any other budget category with the exception of the budget categories Project Management and Organisation costs and Exceptional costs.
  - 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.
  - 6.1.3. Any budget transfer has to be approved by the **Coordinator**.



## Article 7 – Payments

7.1. The **Coordinator** 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	80%	Within 30 calendar days from the date of signature Partnership agreement by the last Party.
Payment of balance	20%	Within 30 calendar days after receiving the final payment from the <b>National Agency</b> on the condition that the <b>National Agency</b> has approved full amount of the final payment.

7.2. 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.

7.3. The Payment of balance as mentioned in point 7.1 of this Article shall constitute the payment of the amount necessary to balance revenue and expenditure.

## Article 8 – Partner bank account

Name of the Bank: Komerční banka, a.s.  
Address of the Bank: Na Příkopě 33 čp. 969, Praha 1, 114 07  
Account holder: Vysoká škola NEWTON, a.s.  
Account number: 115-323420237/0100  
IBAN code: CZ83 0100 0001 1503 2342 0237  
SWIFT code: KOMBCZPP  
Account currency: EUR

## Article 9 – Reports

9.1. **The Partner** shall provide the **Coordinator** 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 by 15/11/2022.

9.2. **The Partner** shall provide the **Coordinator** 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 by 30/11/2023 at the latest.

9.3. Except the dates of the interim report, the progress report and the final report the partner shall provide to the Coordinator documents for check to demonstrate the incurred costs whenever on Coordinator's request.

9.4. 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 **Coordinator** 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 **Coordinator** any documents 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 **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 **Coordinator** or their personnel.

## Article 12 – Termination of the agreement

- 12.1. The **Coordinator** 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 **Coordinator**, 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 of the *General Conditions* (Annex I of the Grant Agreement No. 2021-1-CZ01-KA220-HED-000032222), the **Coordinator** and the **Partner** have 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 Party by the signatories of this agreement.



## Article 16 – Final provisions

16.1. All matters not mentioned in this agreement will follow the rules set out in the Grant Agreement No. 2021-1-CZ01-KA220-HED-000032222.

16.2. I hereby acknowledge that I have read, understand and agree to comply with the provisions of this agreement.

16.3. This Agreement is executed in two copies, each for either Party.

### Annexes:

Annex I	Estimated partners' budget
Annex II	Partner's project budget in detail
Annex III	Project Application

For the **Coordinator:**

**VSB – Technical University of Ostrava**

prof. RNDr. Snášel Václav, CSc.  
Rector

Done in Ostrava, date: 31. 03. 2022

For the **Partner:**

**Vysoká škola NEWTON, a.s.**

The legal representative  
MUDr. Jan Mojžíš, MBA  
Rector

Done in Prague, date:



## ANNEX I

### Estimated partners' budget

<b>VYSOKÁ ŠKOLA BÁŇSKÁ - TECHNICKÁ UNIVERZITA OSTRAVA</b>	<b>68 800,00 EUR</b>
<b>POLITECHNIKA SLASKA</b>	<b>44 210,00 EUR</b>
<b>ŽILINSKÁ UNIVERZITA V ŽILINE</b>	<b>36 260,00 EUR</b>
<b>Vysoká škola NEWTON, a.s.</b>	<b>36 280,00 EUR</b>
<b>SPIN 360 SRL</b>	<b>55 960,00 EUR</b>
<b>SCOVECO, s.r.o.</b>	<b>35 460,00 EUR</b>



## ANNEX II

### Partner's project budget in detail

<b>Vysoká škola NEWTON, a.s.</b>	<b>EUR</b>
PROJECT MANAGEMENT AND IMPLEMENTATION	6 000,00
TRANSNATIONAL PROJECT MEETINGS	3 450,00
PROJECT RESULTS	21 220,00
MULTIPLIER EVENTS	4 000,00
LEARNING, TEACHING TRAINING ACTIVITIES	1 610,00
EXCEPTIONAL COSTS	-
<b>TOTAL GRANT</b>	<b>36 280,00</b>



Co-funded by  
the European Union

## ANNEX III

### **Project Application**

Available at shared project drive

<https://drive.google.com/drive/u/1/folders/1JauUon1ISTw7euQZ3vdFe3guKf27Idcx>

