

PARTNERSHIP AGREEMENT

Under the Erasmus+ Programme

KA201 - Strategic Partnerships for school education

n° 2020-1-CZ01-KA201-078386

This contract, drawn up under the Community programme Erasmus+ shall govern relations between:

Official name: Vzdělávací a diagnostické středisko STEP s.r.o. Address: Floriánská 421, 272 01 Kladno, Czech Republic

OID: E10248149,

hereafter named "the Coordinator",

represented by Director Marek Pekárek

of the one part,

and

Official name: Základní a mateřská škola Barrandov, Praha 5 – Hlubočepy, Chaplinovo nám.

1/615, příspěvková organizace

Address: Chaplinovo náměstí 1/615, 152 00 Praha 5, Česko

OID: 10165967

hereafter named "the Beneficiary", represented by Director Veronika Urban Volfová

of the other part,

Have agreed as follows:

Article 1 – Subject

- 1. Having regard to the Grant agreement n° 2020-1-CZ01-KA201-078386 concluded between the Coordinator and the National Agency, the Coordinator and Beneficiary commit themselves to carrying out the work programme covered the contract mentioned above.
- 2. The grant of the whole project for the contractual period shall be of a maximum amount of 91.785,00 EUR and shall take the form of unit contributions and reimbursement of eligible costs.
- 3. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° 2020-1-CZ01-KA201-078386 pursuant to the rules laid down at Annexes III and IV of the Agreement n° 2020-1-CZ01-KA201-078386 and agreement itself, but shall, under no circumstances, give rise to a profit.
- 4. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project n° 2020-1-CZ01-KA201-078386 under the

Agreement passed between the **National Agency** and the **Coordinator**.

5. The subject matter of this Agreement and related information in the annexes form an integral part of this contract and each party declares to have read and approved that.

Article 2 – Duration

- 1. The project referred to the Article I has duration of 30 months. It starts on 31.12.2020 and ends on 29.06.2023.
- 2. This contract enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in Article 7/Payments.
- 3. The period of eligibility of the costs starts on on 1.1.2021 and finishes on 29.06.2023.
- 4. Article 3 General obligations and roles of the beneficiaries

The beneficiaries:

- 1. are jointly and severally liable for carrying out the action in accordance with the Agreement concluded between the **National Agency** and the **Coordinator**. If a beneficiary fails to implement its part of the action, the other beneficiaries become responsible for implementing this part (*but without increasing the maximum amount of the grant*);
- 2. must comply jointly or individually with any legal obligations they are bound by under applicable EU, international and national law;
- 3. must make appropriate internal arrangements to implement the project properly. The arrangements must be consistent with the terms of the Agreement concluded between the **National Agency** and the **Coordinator**. If provided for in the Special Conditions, those arrangements must take the form of an internal cooperation agreement between the beneficiaries.

Article 4 – General obligations and role of each beneficiary

Each beneficiary must:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement n° 2020-1-CZ01-KA201-078386 concluded between the National Agency and the Coordinator;

- 2. to comply with all the provisions of Agreement n° 2020-1-CZ01-KA201-078386 binding the Coordinator to the National Agency;
- 3. to communicate to the **Coordinator** any information or document required by the latter that is necessary for the management of the project;
- 4. inform the **Coordinator** immediately:
 - a. of any events or circumstances of which the beneficiary is aware, that are likely to affect or delay the implementation of the *project*;
 - b. of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
- 5. submit in due time to the coordinator:
 - a. the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;
 - b. all the necessary documents required for audits, checks or evaluations.
- 6. to accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
- 7. to define in conjunction with the **Coordinator** the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

Article 5 – Obligations of the Coordinator

The Coordinator must:

- 1. to take all the steps necessary to prepare for, perform and correctly manage and monitor the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement concluded between the **National Agency** and the **Coordinator**;
- 2. to send to the **Beneficiary** a copy of various reports and of any other official document concerning the project;
- 3. to notify and provide the **Beneficiary** with any amendment made to the Agreement n° 2020-1-CZ01-KA201-078386 concluded with the **National Agency**;
- 4. 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;
- 5. to comply with all the provisions of Agreement n° 2020-1-CZ01-KA201-078386 binding the Coordinator to the National Agency.

Article 6 – Financing

1. The total expenditure (which could be granted) to be committed by the **Beneficiary** for the period covered by this contract is estimated at **10.375,- EUR**.

Article 7 – Payments

1. The **Coordinator** commits himself to carrying out payments relating to the subject matter of this contract to the **Beneficiary** according to the achievement of the tasks and according to the following schedule:

- EUR – 40 %	Within 30 calendar days after signing this contract
	(both sides) and receiving the first advanced
	payment from the National Agency. The bank
	transfer fee will be charged out of the grant
	transferred to the partner institution. The bank
	transfer fee will be deducted from the beneficiary's
	grant payment while transferring.
- EUR – 40 %	Within 30 calendar days after receiving the 2 nd
	payment from the National Agency which will be
	done after Beneficiary Progress report approval
	(after Beneficiary will present to coordinator all
	needful documentation about
	incurred costs from the first payment) The bank
	transfer fee will be charged out of the grant
	transferred to the partner institution. The bank
	transfer fee will be deducted from the
	beneficiary`s grant payment while transferring.
- EUR – 20 %	Within 30 calendar days after receiving the final
	payment from the National Agency to coordinator.
	(These 20% EUR Beneficiary will spend from their
	own budget. After all needful documentation about
	incurred costs from the second payment and all
	payments after coordinator's Final report approval
	- the Beneficiary will get the last 20 % EUR.) The
	bank transfer fee will be charged out of the grant
	transferred to the partner institution. The bank
	transfer fee will be deducted from the beneficiary's
	grant payment while transferring.
	- EUR – 40 %

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.

Article 8 – Currency requests for payments and payments

- 1. All payments will be made in Euro.
- 2. Where the partner keeps its general accounts in Euro, it shall convert costs incurred in another currency into Euro according to its usual accounting practices.
- 3. Where the Partner keeps its general accounts in a currency other than the Euro, it shall convert costs incurred in another currency into Euro at the average of the daily exchange rates published in the C series of Official Journal of the European Union, determined over the corresponding reporting period. Where no daily Euro exchange rate is published in the Official Journal of the European Union for the currency in question, conversion shall be made at the average of the monthly accounting rates established by the Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm),

applicable at the time when the last of the two parties (National Agency and Coordinating institution) signed the Grant agreement, ensuring that they always receive the Euro counter equivalent and determined over the corresponding reporting period.

Article 9 – Financial obligation of Beneficiary

1. Beneficiary undertake to accomplish planned activities following project application and updated plans, which has to be agreed with all partners, and to use planned budget (see Annex I to this Agreement).

2. For activities and tasks accomplishment Beneficiary should use planned budget (see Annex I to this Agreement) and if all activities and tasks are implemented as planned in application all planned budget (see Annex I) has to be spent till the end of the project. Seeing financing mechanism which determines that maximum 80% (of total granted) is received in the project development period and 20% (of total granted) after project ends, i.e. Within 30 calendar days after receiving the final payment from the National Agency which will be done after Beneficiary Final report approval (see Article 7/Payments), beneficiary is acknowledged and takes responsibility to make input (maximum 20% of eligible costs, which are settled in Annex I) to project account from their own institutional funds. Payment of maximum 20% of eligible costs of project eligible budget is available by National Agency to the Coordinator and later on by the Coordinator to Beneficiary after the Project Final Report approval only if all planned budget is spent in project development period and all activities are handled out as planned in Application.

Article 10 – Beneficiaries bank account

Name of the Bank: Raiffeisen Bank a.s.

Address of the Bank: Hvězdova 1716/2b, 140 78 Praha 4

Account holder: Základní škola a mateřská škola Barrandov, Praha 5 – Hlubočepy, Chaplinovo nám.

1/615, příspěvková organizace

IBAN/Account number: CZ04 5500 0000 0000 1100 1105 / 11001105/5500

The account or sub-account specified in the Grant Agreement and to which the Erasmus+ grant will be paid should be:

- in the name of the Founder's Beneficiary (personal accounts are not acceptable under any circumstances);
- denominated in Euro;
- must be able to identify the payments.

Article 11 – Reports

The **Beneficiary** shall provide the **Coordinator** with any information and document required for the preparation of the Progress reports and, where appropriate, with certified copies of all the necessary supporting documents *completed and signed by the legal representative*

- 1. 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*
- 2
- 3. The Partner undertakes to submit the reports to Coordinator in English language.
- 4. The Beneficiary agrees to supply to the Coordinator all the information that the latter finds necessary to ask for, concerning the implementation of the present Contract.

5. The Beneficiary shall promptly inform in written form (e-mail or post) the Coordinator of any delay in the performance of the activities undertook by the Partner under the present Contract.

Article 12 – Duty to keep documents

1. The Beneficiary must keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, during a period of five years starting from the date of payment of the balance.

Article 13 – Monitoring and supervision

- 1. The **Beneficiary** shall provide without delay the **Coordinator** with any information that the latter may request concerning the carrying out of the work programme covered by this contract.
- 2. The **Beneficiary** shall make available to the **Coordinator** any document making it possible to check that the aforementioned work programme is being or has been carried out.
- 3. The obligations described in *general conditions* (see: https://ec.europa.eu/programmes/erasmus-plus/sites/default/files/2020-general-conditions-monobeneficiary_en.pdf) apply *mutatis mutandis* to the contractor and beneficiary.

Article 14 – 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 **Beneficiary** shall protect the European Commission, the **National Agency**, 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 contract, to the extent that these damages are not due to the serious or intentional negligence of the EC, the **National Agency**, the **Coordinator** or their personnel.

Article 15 – Termination of the contract

- 1. The **Coordinator** may terminate the contract if the **Beneficiary** 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 **Beneficiary** by registered letter has remained without effect for one month.
- 2. The **Beneficiary** shall immediately notify the **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 16 – Usage of the results of the project

1. The **Partner** undertakes to disseminate freely accessible information on the Project implementation activities at national and (or) international levels.

2.	The Partner and Coordinator undertake to proutputs developed within the Project.	rovide free access in the Internet to the intellectual		
Aı	ticle 17 – Amendments or additions to the con	tract		
	nendments to this contract shall be made only by the of the parties by the signatories to this contract	a supplementary Agreement signed on behalf of t.		
<u>Ar</u>	nnexes			
I.	Detailed budget relating to the activities of the B	eneficiary.		
II.	II. Description of the Beneficiary's tasks and responsibilities.			
SIC	GNATURES			
Fo	r the Coordinator	For the Beneficiary		
	nrek Pekárek rector	Veronika Urban Volfová Director		
	one at Kladno te:	Done at Prague Date:		

Annex I DETAILED BUDGET RELATING TO THE ACTIVITIES OF THE BENEFICIARY

Budget Summary

Budget Items	Grant
Project Management and Implementation	7.500,00 EUR
Transnational Project Meetings	2.875,00 EUR
Total Grant	10.375,00 EUR

Annex II PROJECT TASKS AND PARTNERS RESPONSIBILITIES

Our project aims to support teachers in kindergartens with the efficient, user-friendly and also flexible tool for the self-evaluation of their activities and professional competences.

The tool will be designed to provide teachers with the relevant and individual information helping them to evaluate and develop their competences.

The records can be made in paper or digital form which makes the tool users-friendly.

The tool will be flexible and adaptable for the individual needs of each teacher and also region.

We plan to maintain the following activities:

- 1. describing and sharing the current methods of self-evaluation and identifying the needs of teachers for the advanced and innovative methods and determining the "Quality framework of teacher work in preschool"
- 2. *defining and creating a methodological tool for teachers both in paper and in digital form*
- 3. implementation of the new methodological tool into the daily routine
- 4. *Dissemination of the outcomes*

Vzdělávací a diagnostické středisko STEP is coordinating the project.

The team of University of Latvija, Burdur Rehberlik Arastirma Merkezi and Vzdělávací a diagnostické středisko STEP will focus on:

- the current stage of word's knowledge in the field of self-evaluation in preschool education
- academic criteria that should be met when preparing the methodology
- academic criteria that should be met when testing the methodology
- general standards when preparing final reports that may be used by other European institutions for academic or practical usage
- general requirements of local educational authorities

The University of Latvija will help with dissemination of the results of the project in Latvia. Burdur Rehberlik Arastirma Merkezi will help with dissemination of the results of the project in Turkey. Vzdělávací a diagnostické středisko STEP will coordinate the activities and will also help with dissemination of the results of the project in the Czech Republic

Kindergartens (Budur Nene Hatun Anaokulu kindergarten, Madarina kindergarten and Barrandov kindergarten), will test the ideas, materials and methodology in the educational process, will provide the immediate feedback and also offer their experience in the relevant field. Madarina kindergarten will coordinate the testing activities in kindergartens.

Vzdělávací a diagnostické středisko STEP, University of Latvija and Burdur Arastirma Mekrezi will organize the Transnational Project meetings.

More specific tasks and activities are described in Project description (form KA201-0EA33B08)