



Co-funded by
the European Union

Partnership Agreement

between

Masaryk University

and

UNIVERSITA CATTOLICA DEL SACRO CUORE

In the framework of the SCaLPEL project

The present Partnership Agreement (hereinafter referred to as the "PA") is made and entered into by and between

Masarykova univerzita

Zerotinovo nam. 9

601 77 Brno

Czech Republic

VAT No.: CZ 00216224

represented by prof. MUDr. Martin Bareš, Ph.D., the Rector

hereinafter referred to individually as the "Coordinator"

and

UNIVERSITA CATTOLICA DEL SACRO CUORE

Largo A. Gemelli, 1 – 20123 Milano (ITALY)

VAT IT02133120150

represented by Prof. Franco ANELLI, Rector and Legal Representative

hereinafter referred to individually as the "Co-beneficiary"

The purpose of the Partnership Agreement is to define the organization of the partnership by regulating the rights and obligations of the Coordinator and the Co-beneficiary in order to implement the Erasmus+ Key Action 2 Cooperation Partnership.

The Parties hereby agree as follows:

1. Subject

- 1.1. The Coordinator and the co-beneficiary commit themselves to carrying out the work programme covered by this contract, for the project entitled **Surgery Collaborative and Long-term Practical Experience Learning (SCaLPEL)**, under the ERASMUS+ Programme, Key Action 2-Cooperation Partnerships.
- 1.2. This work programme comes under the Agreement No. **2021-1-CZ01-KA220-HED-000032237** concluded between **the Coordinator** and the **Czech National Agency**.
- 1.3. The **maximum grant of the project** for the contractual period referred to by the Agreement No. **2021-1-CZ01-KA220-HED-000032237**, is estimated at **334 812 EUR**.
- 1.4. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project **SCaLPEL** under the Agreement



n° **2021-1-CZ01-KA220-HED-000032237** passed between the **Czech National Agency** and the **Coordinator**.

- 1.5. The subject matter of this contract and the related work programme are detailed in the annexes, which form an integral part of this contract and that each party declares to have read and approved.

2. Duration

- 2.2. The project referred to in Article 1 has a duration of 36 months. It starts on **01-01-2022** and ends on the **31-12-2024** at the latest.
- 2.3. This contract enters into validity on the date of signature by the last of both participating parties to the contract and into force upon its publication in the Registry of contracts according to the nation law of Czech Republic and terminates at the moment of payment of the balance of the contract, as mentioned in Article 6.1.
- 2.4. The period of eligibility of the costs starts on **01-01-2022** and finishes on **31-12-2024** at the latest.

3. Obligations of the Coordinator

- 3.1. 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 concluded between the **Czech National Agency** and the **Coordinator**;
- 3.2. to send to the Co-beneficiary a copy of the Agreement No. **2021-1-CZ01-KA220-HED-000032237** and its annexes concluded with the National Agency, of the Financial and Contractual Rules, of the various reports and of any other official document concerning the project;
- 3.3. to notify and provide the co-beneficiary with any amendment made to the Agreement n° **2021-1-CZ01-KA220-HED-000032237** concluded with the **Czech National Agency**;
- 3.4. to define in conjunction with the Co-beneficiary 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 Agreement No. **2021-1-CZ01-KA220-HED-000032237** binding the **Coordinator** to the **Czech National Agency**.

4. Obligations of the Co-beneficiar

- 4.1. 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 No **2021-1-CZ01-KA220-HED-000032237** concluded between the **Czech National Agency** and the **Coordinator**;
- 4.2. to comply with all the provisions of Agreement No **2021-1-CZ01-KA220-HED-000032237** binding the **Coordinator** to the **Czech National Agency**;
- 4.3. to communicate to the Coordinator 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 Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.5. 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.

5. Financing

- 5.1. The maximum grant of the co-beneficiary for the period covered by this contract is estimated at **106 522 EUR**. The co-beneficiary's detailed budget is described in the annexes to this contract (**Annex 1**).

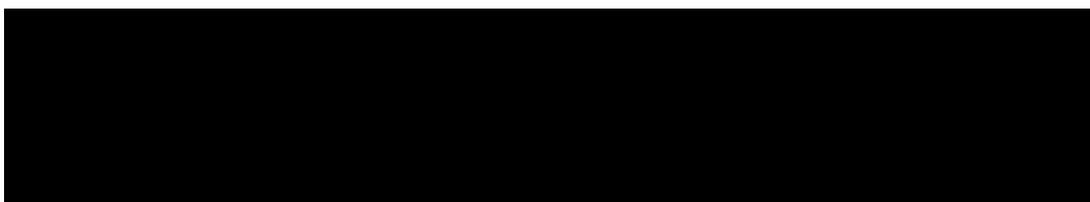
6. Payment Arrangements

- 6.1. The Coordinator commits himself to carrying out payments relating to the subject matter of this contract to the co-beneficiary according to the achievement of the tasks and according to the following schedule:
 - 6.1.1. 1st payment:
An initial advance Euros 42 608,80 i.e., 40% of the grant within 30 days of this agreement comes into force and received the initial payment from the National Agency (whichever is the latest).
 - 6.1.2. 2nd payment
A second advance Euros 42 608,80 i.e., 40% of the grant within 30 days the coordinator receives second payment from the National Agency. The payment of the above mentioned instalment will only be made if the Co-beneficiary demonstrates in the Financial report, and through supporting documents to have spent at least 70% of the first advanced payment. In case the Co-beneficiary reports and justify less than 70% of the first payment, a supplementary interim report will be made when 70% of the first instalment is spent.
 - 6.1.3. 3rd and final payment
The balance to 20% (of the maximum grant) will be paid once the Co-beneficiary's contractual agreements have been fully met, all the necessary supporting documentation has been received and the National Agency has approved the final report. The Beneficiary reserves the right to withhold the balance and demand a refund of the amounts already paid if the report is presented after the deadline mentioned in article 8 of this contract, i.e., **30/01/2025**.
- 6.2. All payments shall be regarded as advances pending explicit approval by the Czech National Agency of the final report *including approval of the eligibility of the costs*, the corresponding cost statement and the quality of the results of the project.
- 6.3. Payments shall be made in EURO. Any conversion rate of costs (in the budget item real costs only) shall be made at the monthly accounting established by the European Central Bank and published on its website <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>) for the day the Grant Agreement between the Coordinator and the Executive Agency was signed (i.e. the official exchange rate for December 23th 2021). If the exchange rate to be used changes, the Coordinator will inform the Partner in due time.
- 6.4. The Coordinator may suspend the payment if the appropriate supporting documents have not been produced or if the Co-beneficiary has infringed the provisions of the Agreement.



- 6.5. If any amount is unduly paid to the Co-beneficiary, or if recovery is justified under the terms of the agreement, the Co-beneficiary undertakes to repay the Coordinator the sum in question on the terms and date specified by the Coordinator. If the Co-beneficiary fails to pay by the date set by the Coordinator, the sum due shall bear interest at the rate applied by the European Central Bank for its main refinancing operations in Euros, plus three and a half points.

7. Bank account



8. Reporting

- 8.1. The Co-beneficiary shall provide the Coordinator with any information and document required for the preparation of the 1st interim report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative (or other responsible person for the project)* by **10/7/2023** at the latest.
- 8.2. The Co-beneficiary shall provide the Coordinator with any information and document required for the preparation of the 2nd interim report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative (or other responsible person for the project)* by **10/4/2024** at the latest.
- 8.3. The Co-beneficiary shall provide the Coordinator with any information and document required for the preparation of extra interim report in case the eligible cost by the interim report are less then 70%. The Coordinator shall inform Co-beneficiary about this condition without delay.
- 8.4. The Co-beneficiary 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 (or other responsible person for the project)* by **30/01/2025** at the latest.
- 8.5. The Co-beneficiary is obliged to fill in the Timesheets and deliver them to the Coordinator in electronically (annex 4) within 10 days after each 3-months project period. Without timesheets, these costs cannot be claimed as eligible. Partners must keep original documents of all supporting staff and must be capable to prove that the wage was paid to each employee.
- 8.6. The Parties are obliged to keep an analytical records of the nature, value, amount and use of the grant received by the Parties based on which any support originating from the state budget or other state sources and other revenues may be recorded separately from the grant provided in the framework of the Project and which allow for the itemised check of the expenditures at any time.

9. Monitoring and supervision

- 9.1. The Co-beneficiary shall provide without delay the Coordinator with any information that the latter may request from him concerning the carrying out of the work programme covered by this contract.





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- 9.2. The Co-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.
- 9.3. The obligations described in Article II 20 (checks and audits) of the agreement No 2021-1-CZ01-KA220-HED-000032237 apply to the Coordinator and Co-beneficiary.

10. Liability

- 10.1. 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.
- 10.2. The Co-beneficiary shall protect the Czech 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 Czech National Agency, the Beneficiary or their personnel.

11. Termination of the contract

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

12. Jurisdiction clause

- 12.1. After failing amicable settlement, the matter of dispute shall be resolved by the District Court or Regional Court in accordance with the seat of Masaryk University, and accordance with the jurisdiction of the court.
- 12.2. The law applicable to this contract shall be the applicable law of EU, complemented, when necessary, by the law of Belgium as stated in Annex I, article II.18.1..

13. Ownership of the results

- 13.1. Each contributor has the ownership rights to the individual project results in the proportions in which they participated in their creation.
- 13.2. The Coordinator grants the Executive Agency the right to make free use of the results of the action provided it does not breach its confidentiality obligations or existing industrial or intellectual property rights.
- 13.3. The Co-beneficiary is committed to indicate on every document produced within the project for information and or dissemination purpose that the project has been funded by the European Commission in the framework of the Erasmus+ Programme. Also, the EU flag and the Logo of the programme should be added



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14. Amendments or additions to the contract

14.1. Amendments to this contract shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this contract.

The Agreement, consisting was prepared in 2 original copies, fully identical in format and content, which has been read and mutually interpreted and then signed approvingly by the Parties as a document fully reflecting their will and intentions, at the place and on the date indicated below.

Annexes

Annex I Grant Agreement (with annexes)
Annex II Submitted project proposal
Annex III Budget for partner
Annex IV Timesheet template

For the Coordinator:

Masarykova univerzita

For the Co-beneficiary:

Università Cattolica del Sacro Cuore

Prof. MUDr. Martin Bareš, Ph.D.

Name of the legal representative

Prof. Franco Anelli

Name of the legal representative

Rector

Position

Rector

Position

- 6 -04- 2022 BRNO

Date and Place

8 FEB. 2022 Milano

Stamp of the institution

Stamp of the institution