



## NAWA – INTERNATIONAL ACADEMIC PARTNERSHIP PROGRAMME



### AGREEMENT n° - PPI/APM/2019/1/00047/U/00001/PUEB

o. 184/15/2022

This contract is drawn up on **30<sup>th</sup> April, 2022** under the rules of the Polish National Agency for Academic Exchange, and shall govern relations between:

*UNIwersytet Ekonomiczny w Poznaniu, with headquarters in Poznań 61-875, al Niepodległości, 10, Poland, VAT No: PL7770005497, PIC No: 999839723 hereafter named "the Beneficiary", and represented by Maciej Żukowski as Rector.*

on the one hand

and

*PRAGUE UNIVERSITY OF ECONOMICS AND BUSINESS with headquarters in 130 67 Praha 3 – Žižkov, nám. W. Churchilla 1938/4, Czech Republic, VAT No: CZ61384399, PIC No: 998733341 hereafter named "the Partner", and represented by Doc. Petr Dvořák as Rector.*

on the other hand,

Who have agreed as follows:

## Article 1/Subject

1. Having regard to the Regulations issued on 14 March 2019 (Annex I: "The Regulations of The International Academic Partnership Programme") by the Polish National Agency for Academic Exchange, the Beneficiary and the Partner commit themselves to carrying out the work programme covered by this contract. This work programme comes under the Agreement n° PPI/APM/2019/1/00047/U/00001 concluded between **the Beneficiary and the Polish National Agency for Academic Exchange (National Agency hereafter)** regarding the **International Academic Partnership Programme**;
2. The maximum National Agency contribution to cover expenditure incurred by the members of the Partnership participating in the programme under the Agreement n° PPI/APM/2019/1/00047/U/00001 shall be **1 339 481 PLN**.
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project under the Agreement n° PPI/APM/2019/1/00047/U/00001, pursuant to the rules described by the Regulations (Annex I), and 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 under the Agreement n° PPI/APM/2019/1/00047/U/00001, passed between National Agency and the Beneficiary.

## Article 2/Duration

1. The project referred to in Article 1 has a duration of **36 months**. It starts **1<sup>st</sup> October, 2019** and shall end on **30<sup>th</sup> September, 2022**.
2. This contract shall enter into force on the date of signature by the last of both participating parties to the contract and shall terminate at the moment of payment of the balance payment of the contract, as it is described in Article 7 of this contract.
3. The period of eligibility of the costs generated by **the Partner** starts on **1<sup>st</sup> May, 2022** and finishes on **30<sup>th</sup> September, 2022**.

## Article 3/Obligations of the Beneficiary

The Beneficiary shall undertake:

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 annex, in accordance with the objectives of the project as set out in the Agreement concluded between National Agency and the Beneficiary;
2. to send to the Partner a copy of the relevant parts of the Agreement n° PPI/APM/2019/1/00047/U/00001 and its annexes, concluded with the National Agency, and a copy of the various reports and of any other official document concerning the project;
3. to notify and provide the Partner with any amendment made to the Agreement n° PPI/APM/2019/1/00047/U/00001 which may be concluded between the Beneficiary and National Agency;

4. to present the work programme which is the list of specified tasks of the Partner with a budget devoted to each task and the deadlines;
5. 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;
6. to comply with all the provisions of Agreement n° PPI/APM/2019/1/00047/U/00001 binding the Beneficiary to National Agency.

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

The Partner shall undertake:

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 Annex II, in accordance with the objectives of the project as set out in the Agreement n° PPI/APM/2019/1/00047/U/00001 concluded between the Beneficiary and National Agency;
2. to comply with all the provisions of Agreement n° PPI/APM/2019/1/00047/U/00001 binding the Beneficiary and National Agency, in which the Partner is involved;
3. to communicate to the Beneficiary any information or document required by the latter that is reported as necessary for the management of the project;
4. to accept responsibility for all information communicated to the Beneficiary, including details of costs claimed and, where appropriate, ineligible expenses declared by National Agency;
5. to define together with the Beneficiary, the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

#### **Article 5/Financing**

1. The National Agency contribution for the Partner shall be a maximum amount of **46 670 PLN**. (forty six thousand and six hundred seventy Polish zloty).

#### **Article 6/Co-financing**

The Partner's financial contribution to the project amounts to 0 PLN.

#### **Article 7/Payments**

1. Due to the nature of the Agreement PPI/APM/2019/1/00047/U/00001, the Beneficiary commits himself to carrying out payments relating to the subject matter of this agreement to the Partner according to the achievement of the tasks and provided that the funds are received from National Agency. A part of the funds will be disbursed in advance upon the signature of this agreement.
2. All payments shall be regarded as advanced payments until the explicit approval by National Agency of the final report, the reception of the corresponding final cost statement and the resolution on the quality of the results of the project:

**1st payment:** Payment is due within **14 working days** after signing the project agreement by both parties. This payment will consist of **75% (35 002.50 PLN)** of the expected financial contribution of National Agency to the Partner.

**2nd payment (balance payment):** provided that the Partner has reported to the Beneficiary the activity of the last 5-month period of the project (May 2022-September 2022), and payment is due within **21 working days from the reception of the National Agency last balance payment of the project**. The full payment of this amount is **conditioned to the approval of the final report foreseen to be submitted by 30/10/2022**.

This payment will consist of the accepted global financial contribution of National Agency to the Partner, reduced by the payments effectively made up to that date. Should the balance payment of the Agency be lower than expected, due to underperformance of the partnership, the amount of the final payment would be reduced proportionally, based on the performance of each partner on the faulty results. If the eventual underperformance does not affect single activities of the Partner, but general aspects of the project, the share of the reduction that may apply will be equally distributed to all partners.

When the total amount of the 1<sup>st</sup> payment is higher than the grant to the Partner determined in the final resolution of National Agency, the balance will take the form of a recovery to be claimed by the Beneficiary to the Partner.

- 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 by the Partner to the Beneficiary.
- The National Agency will make the payment in PLN. Any currency conversion of the real costs into PLN will be made according to the conversion index established by bank operating the Beneficiary account for a day of transaction.

#### **Article 8/Bank account for payments**

Bank name: [REDACTED]  
Account number: [REDACTED]  
Account holder: Prague University of Economics and Business  
IBAN: [REDACTED]  
SWIFT: [REDACTED]  
Address: nám. W. Churchilla 1938/4  
Town: Prague  
Post code: 130 67  
Country: Czech Republic

NOTE: The bank account holder must necessarily be the Partner.

#### **Article 9/Reports**

- 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 by 05/10/2022*.

## Article 10/ Monitoring and supervision

1. The Partner shall provide without delay the Beneficiary with any information that the latter may request from him concerning the carrying out of the work programme covered by this contract.
2. The Partner shall make available to the Beneficiary any document making it possible to check that the aforementioned work programme is being or has been carried out.
3. The obligations described in Annex I, "The Regulations of The International Academic Partnership Programme" of the agreement apply *mutatis mutandis* to the Beneficiary and Partner.

## Article 11/ 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 National Agency, the Beneficiary and the personnel thereof against any action for damages suffered by third parties, including the Partner's 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 National Agency, the Beneficiary or the personnel thereof.

## Article 12/Termination of the contract

1. The Beneficiary may terminate the contract 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 by the Beneficiary to the Partner by registered letter has remained without effect for one month.
2. The Partner shall immediately notify the Beneficiary, supplying all relevant information any event likely to harm the performance of this contract, in particular when it may lead to contract termination.
3. In the event of termination, the Partner shall make a claim for all its eligible expenses up until the date of termination. The eligibility of these expenses will be verified and accepted by the National Agency at either interim or final report stage. Should the amount of pre-financing received by the Partner exceed the amount of expenses deemed eligible by the National Agency, the Partner shall return the difference to the Beneficiary.

## Article 13/ Jurisdiction clause

1. Any dispute will be solved by amicable settlement between the Beneficiary and the Partner. Failing amicable settlement, the Courts of Poznań (*Poland*) shall have sole competence to rule on any dispute between the contracting parties in respect of this agreement.
2. The law applicable to this contract shall be the law of *Poland*.

## Article 14/ Amendments to the contract

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

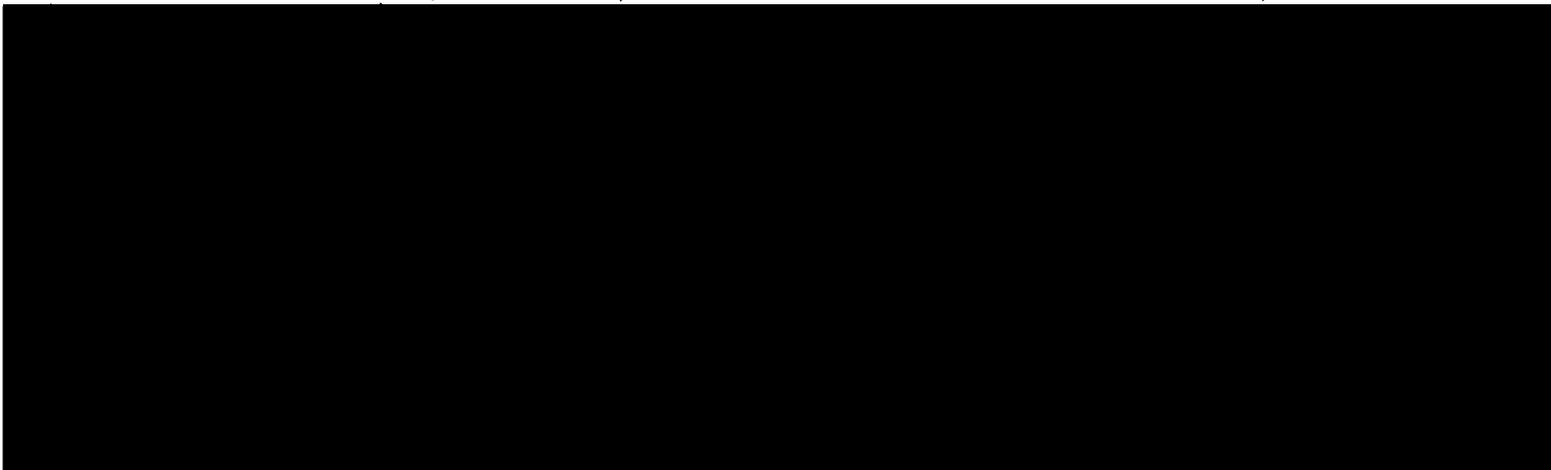
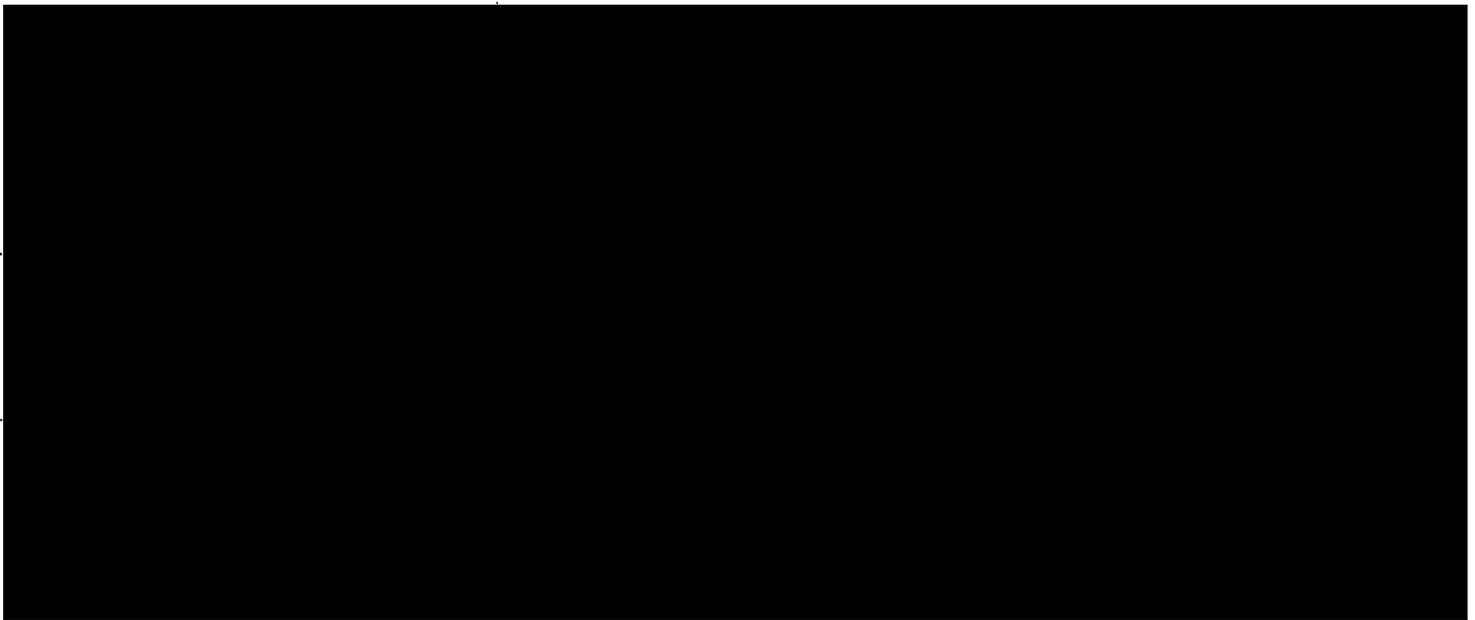
### Annexes

- I) The Regulations of The International Academic Partnership Programme
- II) Approved workplan with specific tasks and budget for the Partner

Done in Poznań (Poland) in two copies on 7<sup>th</sup> May, 2022.

For the **Beneficiary**,

For the **Partner**,



**Annex II. Workplan with specific tasks and budget – CENETSIE project**

<b>Prague University of Economics and Business (in PLN)</b>								
Task no.	Task	Number of people	Number of days	Travel and insurance	Accommodation and subsistence	Cost of organization	Personal costs/remunerations	Total
1.	Organization of internships for Poznań University of Economics and Business staff members	8	6			6960		<b>6 960</b>
2.	Participation in internships in Poznań University of Economics and Business – individual mobilities	4	5	3744	11360			<b>15 104</b>
3.	Participation in research workshop on innovations in Kraków (16-17.06.2022)	3	3	3237	5619			<b>8 856</b>
4.	Organization of research workshop on sustainable development (24-25.05.2022)					13050	2700	<b>15 750</b>
	<b>Total:</b>							<b>46 670</b>

