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## PARTNERSHIP AGREEMENT

CONCERNING THE ERASMUS + STRATEGIC PARTNERSHIP PROJECT

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

AGREEMENT No – 2022-1-CZ01-KA220-SCH-000086821

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

on the one part,

and

Gymnázium, Ostrava-Hrabůvka, příspěvková organizace, registration No 00842745, Františka Hajdy 1429/34, 700 30 Ostrava, Czech Republic, hereinafter referred to as “**the Partner**”, represented by its headmaster Mgr. Šárka Staničková

on the other part,

HAVE AGREED

to implement the project “**Math Exercises for You 3**” 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) No 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing 'Erasmus+': the Union programme for education, training, youth and sport and repealing Decisions No 1288/2013/EC, the **Beneficiary** and the **Partner** commit themselves to carrying out implementation of the Project coming under the Agreement No **2022-1-CZ01-KA220-SCH-000086821** concluded between the **Beneficiary** and the **National Agency** in

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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.

- 1.2. This agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project No **2022-1-CZ01-KA220-SCH-000086821** under the Agreement passed between the **National Agency** and the **Beneficiary**.
- 1.3. The total grant of the project for the contractual period referred to by the Agreement No **2022-1-CZ01-KA220-SCH-000086821** is estimated at **400 000,00 EUR**.
- 1.4. The final financial contribution shall depend on the evaluation of the quality of the results of the project No **2022-1-CZ01-KA220-SCH-000086821** pursuant to the *Financial and Contractual Rules*, which is Annex III of the Agreement No **2022-1-CZ01-KA220-SCH-000086821**, but shall, under no circumstances, give rise to a profit during the project implementation.
- 1.5. With the signature of this Agreement, the **Beneficiary** 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 **36 months**. It starts on **01/09/2022** and ends on **31/08/2025**.
- 2.2. This agreement enters into force on the date of signature by the last of all Parties to the agreement and terminates five years after the date of the payment of the balance by the **Beneficiary** to the **Partner**.

The Agreement shall become effective on the day of its publication in the register of contracts on the basis of Act No. 340/2015 Coll. The Contracting Parties in this context affirm that the Agreement does not contain any information or data representing a business secret within the meaning of Sec. 504, Civil Code and grant their consent to its publication in full text. Publication of the Agreement in the register of contracts shall be implemented in accordance with an agreement of the Contracting Parties by the Beneficiary.

- 2.3. The period of eligibility of the costs starts on **01/09/2022** and finishes on **31/08/2025**.

## **Article 3 – Obligations of the Beneficiary**

The **Beneficiary** 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 Agreement concluded between the **National Agency** and the **Beneficiary**;
- 3.2. to send 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 Agreement **2022-1-CZ01-KA220-SCH-000086821** concluded with the **National Agency**;

- 3.4. to define in conjunction with the **Partner** the role and rights and obligations of all Parties, including those concerning the attribution of the intellectual property rights;
- 3.5. to comply with all the provisions of Agreement No **2022-1-CZ01-KA220-SCH-000086821** binding the **Beneficiary** 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 **Beneficiary** 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 **Beneficiary**, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.4. to define in conjunction with the **Beneficiary** the role and rights and obligations of all 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 **26 581,00 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) eligible costs as specified in Article II.19 of the *General Conditions* of the Agreement No 2022-1-CZ01-KA220-SCH-000086821;
  - (b) financial rules as specified in Annex III *Financial and Contractual rules* of the Agreement 2022-1-CZ01-KA220-SCH-000086821;
  - (c) estimated Partner budget as specified in Annex A of this agreement.

#### **Article 6 – Payments**

- 6.1. The **Beneficiary** 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	40%	Within 60 calendar days after receiving the payment from the National Agency.
2 <sup>nd</sup> payment	40%	Within 30 calendar days after receiving the payment from the National Agency.
Final payment		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.

- 6.2. 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.
- 6.3. The final payment as mentioned in point 6.1 of this Article shall constitute the payment of the amount necessary to balance revenue and expenditure.

#### **Article 7 – Partner bank account**

Name of the Bank: Komerční banka, a.s.  
Address of the Bank: Horní 1116/52, 700 30 Ostrava - Hrabůvka  
Account holder: Gymnázium, Ostrava – Hrabůvka, příspěvková organizace  
Account number: 16933761/0100  
IBAN code: CZ91 0100 0000 0000 1693 3761  
SWIFT code: KOMBCZPPXXX

#### **Article 8 – Reports**

- 38.1. **The Partner** shall provide the **Beneficiary** 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 the date intended by the Beneficiary as mentioned in point I.4.3 of Agreement No. 2022-1-CZ01-KA220-SCH-000086821. The Beneficiary commits itself to inform the Partner about this date at least 30 days ago.
- 38.2. **The Partner** shall provide the **Beneficiary** with any information and document required for the preparation of the progress report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 07/12/2024 at the latest.
- 38.3. **The Partners** 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 30/09/2025 at the latest.
- 38.4. Except the dates of the interim report, the progress report and the final report the Partner shall provide the Beneficiary every month the time sheets per each person working on intellectual outputs.
- 38.5. The required information and documentation within the Project shall be provided in English or Czech.

#### **Article 9 – Monitoring and supervision**

- 9.1. The **Partner** shall provide without delay the **Beneficiary** with any information that the latter may request concerning the carrying out of the Project covered by this agreement.
- 9.2. The **Partner** shall make available to the **Beneficiary** any document making it possible to check that the Project is being or has been carried out.

#### **Article 10 – Liability**

- 10.1. 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.
- 10.2. The **Partner** shall protect the **National Agency**, the **Beneficiary** 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 **National Agency**, the **Beneficiary** or their personnel.

#### **Article 11 – Termination of the agreement**

- 1211.1. The **Beneficiary** 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.
- 1211.2. The **Partner** shall immediately notify the **Beneficiary**, supplying all relevant information, of any event likely to prejudice the performance of this agreement.

#### **Article 12 – Jurisdiction clause**

- 1312.1. The law applicable to this contract shall be the law of the Czech Republic.
- 1312.2. 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 13 – Intellectual Property Rights**

Without prejudice to paragraph Article II.9 of the *General Conditions* of the Agreement No 2022-1-CZ01-KA220-SCH-000086821, the contractual parties hereby grant to one another 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.

The **Beneficiary** and the **Partner** agree that the intellectual outputs of the Project shall be made available under a Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International License (CC BY-NC-ND 4.0).

Without prejudice to the above provisions of this Article, the **Partner** shall only be entitled to use the results of the Project in the manner that is stipulated in this Agreement and/or in Agreement No 2022-1-CZ01-KA220-SCH-000086821 and is compliant with them. In all other cases, in particular in the event of an intended commercial use of the results of the Project, intended disclosure of the results of the Project in the form of a publication, or in any other cases that have not been explicitly envisaged by this Agreement and/or Agreement No 2022-1-CZ01-KA220-SCH-000086821, such use of the results of the Project by the **Partner** shall only be possible with the **Beneficiary**'s prior written consent.

#### **Article 14 – 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 Parties by the signatories of this agreement.

## Article 15 – Personal data protection

In the performance of the Agreement the Contracting Parties are in general obliged to proceed in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27. April 2016 on the protection of private individuals with regard to the processing of personal data and on free movement of such data and on repealing of Directive 95/46/EC (general regulation on the protection of personal data), in its effective wording (the "Regulation"), as well as in accordance with the relevant national legislation.

The Contracting Parties duly take note that in the course of implementation of the Project, for the purpose of meeting the obligations relating to implementation of the Project and implementation of the Agreement, personal data of employees of another Contracting Party may be disclosed to them to the extent necessary for the meeting of the given obligations. The Contracting Parties in this context undertake to use any disclosed personal data of employees of another Contracting Party exclusively for the purposes of meeting the given obligations in the implementation of the Project and this Agreement. All Contracting Parties declare that they are able to take such technical and organisational measures so that the protection of disclosed personal data necessary for the meeting of the obligations relating to the implementation of the Project and this Agreement would comply with the requirements of the relevant legal regulations, i.e. In order to prevent accidental or unlawful destruction, loss, alteration, unauthorised disclosure or unauthorised access, or another abuse of the personal data. With regard to the state of the technology, cost of implementation, nature, scale, context and the purpose of the processing and differently severe risks in respect of the rights and freedoms of private entities of various degree of likelihood, the Contracting Parties have adopted appropriate technical and organisational measures to ensure the protection of personal data in accordance with the Regulation and the related national legislation.

### Annexes:

- Annex A Estimated Partner budget
- Annex B Partner's project tasks and responsibilities
- Annex C Agreement no 2022-1-CZ01-KA220-SCH-000086821  
(Annex C is attached on CD)
- Annex D Application for the project no 2022-1-CZ01-KA220-SCH-000086821  
(Annex D is attached on CD)

For the **Beneficiary**,  
The legal representative  
prof. RNDr. Václav Snášel, CSc.  
rector

[signature]

[date] 21. 11. 2022

For the **Partner**,  
The legal representative  
Mgr. Šárka Staničková  
headmaster

[signature]

[date]



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**ANNEX A (Estimated Partner budget) of PARTNERSHIP AGREEMENT**

**CONCERNING THE ERASMUS + STRATEGIC PARTNERSHIP PROJECT**

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Estimated Partner budget

Work package	Euros
WP 1 – Project Management	6 810,00
WP 2 – Use of Real-World Examples to support students' intrinsic motivation to learning	0,00
WP 3 – Promotion of deeper understanding and critical thinking	7 233,33
WP 4 – Comprehensive Practicing through Interactive Training Games	11 853,33
WP 5 – Activating students' interest and enjoyment in mathematics through competitive applications	84,00
WP 6 – Dissemination activities and preparing of the project portal	600,00
<b>Total Calculated</b>	<b>26 581,00</b>

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**ANNEX B (Partner's project tasks and responsibilities) of  
PARTNERSHIP AGREEMENT**

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The Partner will cooperate on and fulfill its part in all the activities described in the project application, project budget and project plan.

**The responsibility of the project activities will be shared equally.**

**Intellectual outputs:**

The Partner will develop and translate Multiple-Choice Questions, and Training Games in English and Czech according to the attached tables.

New created items	Number per person	Total number for the partner
Multiple-Choice Questions in Czech (Work package 3)	20	60
Training Games in Czech (Work package 4)	20	60

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Translated items	Total number for the partner
Multiple-Choice Questions from English to Czech	40
Multiple-Choice Questions to English	60
Training Games from English to Czech	40
Training Games to English	60

The Partner will be involved in pilot use of the Real-World Examples, Multiple-Choice Questions, Training Games, and the educational applications.

**Communication and dissemination**

All project materials will be available to the Partner in web portal up \_\_\_\_\_.  
The Partner is responsible for the quality of dissemination materials: using logos and all the required necessities.