
PARTNERSHIP AGREEMENT

concluded between the Parties:

Charles University, registered seat: Ovocný trh 560/5, Praha 1, 116 36, Czech Republic, represented by: prof. MUDr. Milena Králíčková, Ph.D., rector, VAT number: CZ00216208, hereinafter as the "Coordinator",

and

Uniwersytet Jagiellonski, registered seat: ul. Gołębia 24 – 31-007 Krakow (Poland), VAT number: 6750002236, represented by prof. dr hab. Piotr Kuśtrowski, Vice-rector for Research, with the countersignature with Jagiellonian University Bursar or Vice Bursar, hereinafter as the "Partner",

at the place and date under the terms and conditions specified below:

Article 1 Subject

- 1.1. This Agreement defines the terms that govern the relations between the Parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the project, registration number **2022-1-CZ01-KA220-HED-000089285**, titled "**Jews, Muslims and Roma in the 21st Century Metropolises: Reflecting on Polyphonic Ideal and Social Exclusion as Challenges for European Cohesion**" (hereinafter referred to as the "project") submitted by the Charles University as Coordinator and granted by the National Agency Erasmus+ Dům zahraniční spolupráce (hereinafter as the "National Agency") on behalf of the European Commission within the Erasmus+ Programme, Key Action 2: Cooperation among Organisations and Institutions, as to Annex I.
- 1.2. The Coordinator and the Partner commit themselves to carrying out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement 2022-1-CZ01-KA220-HED-000089285 (hereinafter the "Grant Agreement"), as to Annex II, concluded between the Coordinator and the National Agency related to the above-mentioned project.
- 1.3. The subject matter of this Agreement and the related work programme and budget are detailed in the annexes (Annex I, II and III) which form an integral part of this Agreement and that each party declares to have read and approved.
- 1.4. The Coordinator and the Partner shall be bound by the terms and conditions of this Agreement and its annexes, and any further amendments of the Grant Agreement that takes precedence.

Article 2 Duration

- 2.1. The project referred to in Article 1 has a duration of **18 months** starting on **01/10/2022** and ending on **31/03/2024**.
- 2.2. This Agreement enters into force on the day of its publication in the Contract Register in accordance with the Act no. 340/2015 Coll., concerning special conditions regarding the effect of some Contracts, their publication, and the Contract Register (Contract Register Act), as amended (hereinafter the „Act on the Register of Contracts “).
- 2.3. The period of eligibility of the costs starts on 01/10/2022. The period of eligibility of the activities and the costs shall be in accordance with the dispositions of the Grant Agreement or any subsequent amendments of it, according to Article 2.1 of this Agreement.
- 2.4. The present Agreement shall remain in force until the Coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the National Agency.

Article 3

Rights and obligations of the Parties

- 3.1. The Parties:
 - a) are entirely responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement and approved project application, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles;
 - b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
 - c) are entirely and solely responsible for complying with any legal obligations incumbent on them;
 - d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
 - e) shall be responsible for the sound financial management and efficiency of the funds allocated to the project.
- 3.2. The Coordinator undertakes to:
 - a) be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
 - b) be the intermediary for all communication between the Parties and the National Agency, and inform the Partner of any relevant communication exchanged with the National Agency;
 - c) inform the Partner of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;

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- d) as the sole recipient of payments on behalf of all project partners, transfer funds to the Partner without unjustified delay, by bank transfer, and in accordance with the dispositions for payments laid down in Article 4 of this Agreement;
 - e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
 - f) provide the Partner with official documents related to the project, such as the signed Grant Agreement and its annexes, the various reports templates and any other relevant document concerning the project;
 - g) transmit to the Partner copies of all reports submitted to the National Agency, as well as copies of any feedback letters received from the National Agency following report assessment and field monitoring visits;
 - h) use the web tool for Erasmus+ management and reporting provided by the European Commission, to record all information relating to the activities carried out within the project and to transmit the Final Report.

3.3. The Partner undertakes to:

- a) ensure adequate communication with the Coordinator and with the other partners of the project;
- b) support the Coordinator in fulfilling its tasks according to the Grant Agreement;
- c) submit in due time to the Coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- d) provide the Coordinator with any other information or documents it may require and which are necessary for the management of the project;
- e) notify the Coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);
- f) inform the Coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative,
- g) be responsible for the sound financial management and cost efficiency of the Erasmus+ grant contribution, as well as their own contribution to the project.

3.4. Failure to fulfil the undertaken obligations shall result in the reimbursement of the Erasmus+ contribution grant to the Coordinator.

Article 4 **Financing and payment arrangements**

4.1. The maximum Erasmus+ grant contribution to the project for the contractual period

covered by the Grant Agreement amounts to **EUR 120 000** and shall take the form as stipulated in the Grant Agreement.

- 4.2. Full details of the estimated budget for the Partner and budget item are given in Annex II of the Grant Agreement.
- 4.3. The Coordinator will transfer the part of the Erasmus+ grant corresponding to the Partner by bank transfer. The costs of the payment transfers are borne as follows:
 - the Coordinator bears the costs of transfer charged by its bank;
 - the Partner bears the potential costs of entry bank transfer charged by its bank;
 - the Party that causes a particular transfer to be repeated shall bear all costs associated with repeated transfers.
- 4.4. The transfer of the Erasmus+ grant contribution to the Partner will be implemented in accordance with the following timetable and procedure, respecting dynamics of the implementation of the project activities, provided that the Partner fully implemented and documented project activities:
 - a) pre-financing payment (80% of the Partner's budget of the Grant contribution): within 30 calendar days after receiving the pre-financing payment from the National Agency (expected within 30 calendar days following the entry into force of the Grant Agreement between the Coordinator and the National Agency) and after the entry into force of this Agreement;
 - b) payment of the balance (up to 20% of the Partner's budget of the Grant contribution): within 30 calendar days after the Coordinator has received the payment of the balance from the National Agency (expected within 60 calendar days from when the National Agency receives the Final Report and verifies the uploading of all the project results in the Erasmus+ Project Results Platform).
- 4.5. Funds allocated to the Partner will be paid to the following bank account:

Name of bank: PEKAO S.A

Address: III Oddział w Krakowie, ul. Szpitalna 15, 31-024 - Kraków

Account holder: Uniwersytet Jagielloński

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Article 5

Reporting

- 5.1. The Coordinator is responsible for submitting in due time to the National Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the Partner commits to provide the Coordinator with all necessary information and copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.
- 5.2. The Partner shall provide the Contractor 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 22/4/2024 at the latest.

- 5.3. The Partner shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for a period of 5 years after the payment of the final balance under the Grant Agreement. The Coordinator may reject any item which cannot be justified in accordance with the rules set out by the National Agency in the Grant Agreement. In addition, the Partner should particularly ensure, in case of control and/or audit visits, that the declared costs are identifiable and verifiable, recorded separately in the accounting records of the Partner and that he complies with the criteria indicated in the Grant Agreement.

Article 6 **Confidentiality and data protection**

- 6.1. All personal data and any document, information or other material directly related to the project must be processed in accordance with the Regulation (EU) No 2018/1725 and the dispositions of the Grant Agreement.
- 6.2. The Coordinator and the Partner undertake to preserve the confidentiality of any document, information or other material directly related to the subject of this Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other parties. The Parties shall remain bound by this obligation beyond the closing date of the action.
- 6.3. The Party may use confidential information and documents for different reasons from the obligations under this Agreement only with the prior consent written by the other Party.

Article 7 **Termination of the Agreement**

- 7.1. Each Party may terminate this Agreement if the other 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 other party by registered letter has remained without effect for one month.
- 7.2. Each Party shall immediately notify the other, supplying all relevant information, of any event likely to prejudice the performance of this Agreement.

Article 8 **Jurisdiction clause**

- 8.1. A competent Czech court determined in accordance with the applicable law of the Czech Republic shall have sole jurisdiction over hearing any dispute between the Parties that cannot be settled amicably. Any form of arbitration procedure between the Parties is excluded.
- 8.2. This Agreement is governed by the law of the Czech Republic.

Article 9 Other provisions

- 9.1. The Parties are aware of and agree with the publication of this Agreement by Coordinator in accordance with Act on the Register of Contracts immediately after signing this Agreement.
- 9.2. The Parties state that this Agreement does not contain commercially confidential information or information whose publication would lead to unauthorized access to the rights and obligations of the Parties, their representatives or their employees, and the Parties agree with the publication of this Agreement in its entirety. Nonetheless, prior to the Agreement's publication Coordinator is, if necessary, entitled to delete information which, according to the Act on the Register of Contracts, should not or need not be published. In the case that the publication of this Agreement would nevertheless lead to unauthorized access to the rights and obligations of the Parties, their representatives or their employees, each party is responsible solely for the harm caused to itself, its own representatives, or employees.
- 9.3. The Parties have agreed that this Agreement is entered into and takes effect on the day of its publication in the Contract Register in accordance with the Act on the Register of Contracts. The Parties are explicitly aware of and agree that the fulfilment of this Agreement can take place only after it has taken effect. Coordinator undertakes to inform the Partner of the Agreement's registration by sending a copy of the confirmation issued by the Contract Register administrator to the e-mail address [REDACTED]
- 9.4. The working language of the partnership shall be English. The Parties agree in involving project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.
- 9.5. All modifications and amendments to this Agreement may only be executed subject to the consent of both Parties, in the form of written numbered amendments to this Agreement. The same shall apply to this clause.
- 9.6. This Agreement embodies the entire and final agreement of the Parties with regard to the content of this Agreement and no representations, warranties, agreements, understandings, verbal or otherwise, exist between the Partners except as herein expressly set out.
- 9.7. Annexes:
Annex I – Copy of the Project 2022-1-CZ01-KA220-HED-000089285, titled “Jews, Muslims and Roma in the 21st Century Metropolises: Reflecting on Polyphonic Ideal and Social Exclusion as Challenges for European Cohesion”;
Annex II – Copy of the signed Grant Agreement and its Annexes (in Czech language);
Annex III – Copy of the Grant's Agreement Annexes (in English language).
- 9.8. The Parties hereby declare that this Agreement is an expression of their true, free and serious will and that it has not been concluded under duress or under conspicuously



disadvantageous conditions and that the Parties undertake to perform this Agreement, in witness whereof they have attached their respective signatures hereunder.

- 9.9. This Agreement has been executed in two counterparts with the same effect. Each party shall receive one counterpart.

Prague, on

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For the **Coordinator**:

For the **Partner**:

The legal representative
prof. MUDr. Milena Králíčková, Ph.D.
rector
Charles University

The legal representative
prof. dr hab. Piotr Kuştrowski
Vice-rector for Research
Uniwersytet Jagielloński