



Co-funded by
the European Union

Partnership Agreement

concluded between

Ostravská univerzita

Registration No.: 61988987

Address: Dvořákova 7, 701 03 Ostrava 1, Czech Republic

VAT: CZ61988987

represented by doc. Mgr Petr Kopecký, Ph.D. rector

Bank account: Česká národní banka, IBAN: CZ650710000000000931761

hereinafter referred to as "the coordinator"

and

KBT Fagskole

Registration No.: 924 519 991

Address: Sorgenfriveien 9, 7031 Trondheim, Norway

VAT: not in vat register

represented by principal Karl Johan Johansen

Bank account: 42125865806 IBAN: NO65 4212 5865 806

hereinafter referred to as "the partner organisation"

I.

Subject of the Agreement

1. The subject of this agreement is cooperation on a project within programme Erasmus+ **Structural embedding of knowledge by experience in higher education through processes of co-creation**, no. 2022-1-CZ01-KA220-HED-000086282 (hereinafter referred to as "the project").
2. The coordinator has concluded a Grant Agreement no. 2022-1-CZ01-KA220-HED-000086282 (hereinafter referred to as „Grant Agreement”) with Dům zahraniční spolupráce (hereinafter referred to as “National Agency” or “NA”). Annex II of this agreement includes the copy of the Grant Agreement. Inseparable parts of the Grant Agreement are general conditions, description of the project, estimated budget of the project, list of other beneficiaries, financial and contractual rules and mandates provided to the coordinator by other beneficiaries. In case of conflict, the Grant Agreement shall take precedence over any provision in this Partnership Agreement.
3. This agreement binds the coordinator to provide the partner organisation with financial payment (hereinafter referred to as “grant”) for the purposes of project realisation.

4. The partner organisation declares that it acknowledges the content of the project, budget, general conditions, and financial and contractual terms.
5. This agreement specifies mutual rights and obligations of the contractual parties with respect to their participation in the project, which follows the Grant Agreement.
6. The project will be implemented over a period of 36 months from 1st September 2022 to 31st August 2025 including.
7. With the conclusion of this agreement, the coordinator and the partner organisation undertake to comply with the provisions of the Grant Agreement and its annexes.
8. The partner organisation is responsible for the implementation of the project activities assigned to them, in line with the foreseen project budget provided for that purpose.

II.

Amount of the Provided Grant and Payment Conditions

1. The maximum amount of the grant provided to the partner organisation totals **EUR 53 444**. The budget is the Annex I to this agreement. The partner organisation is obliged to observe the budget amounts at the level of individual activities according to the Annex I. Any transfers among budget items are not possible prior to the coordinator consent.
2. Without unjustified delay after the last of the two parties signs this agreement, a **first pre-financing payment** shall be made to the partner organisation, representing 40 % of the partner organisation's budget. A **second pre-financing payment** representing maximum of another 40 % of the partner organisation's share shall be paid after receiving the second payment from the NA in accordance with the Grant Agreement. All payments shall be regarded as advances pending explicit approval of the final report.
3. **The payment of the balance** shall be made to the partner organisation without unjustified delay after the receipt of the payment of the balance by the Coordinator from the NA in accordance with the provisions set out in the Grant Agreement.

If the final grant amount will be reduced according to Article V of the Annex III of the Grant Agreement, the partner organisation agrees to share in this reduction:

- according to its share in the budget of the project budget – in case the reduction will be applied to the total grant amount;
- or according to its share in the budget of the particular work packages – in case the reduction will be applied to the particular work packages;

considering the fact that the financial liability is shared among several project beneficiaries, not only between the coordinator and the partner involved in the Agreement.

4. Each payment will be sent after all conditions mentioned further in this agreement have been met.
5. A failure to meet the obligations by the partner organisation results in holding or suspending the payment.

6. If any amount is unduly paid to the partner organisation or if recovery is justified under the terms of this contract, the partner organisation undertakes to repay the coordinator the sum in question in an appropriate time period and terms specified by the coordinator.

III.

Submission of Reports on Project Implementation

1. The first interim report on project implementation will be submitted to the National Agency **by 29th February 2024 at latest**. This report monitors the period from 1st September 2022 to 30 days before the date of submission of the request for a second pre-financing payment.
2. Next interim report on project implementation will be submitted **by 30th November 2024 at the latest** – for the period from 1st September 2022 to 31th October 2024.
3. The final report on project implementation must be submitted to the National Agency within **60 calendar days after** the end date of the project.

IV.

Documents Provision

1. Without undue delay after the coordinator's request, the partner organisation will provide the coordinator with all documents which will enable to check if the project is being implemented or has been implemented, such as:
 - information on working days of individual workers to process overall work report,
 - accounting documents – invoices, bills of delivery, cash receipts, etc.,
 - proven travel expenses (boarding passes, tickets, accounted travel orders when using a vehicle),
 - attendance sheets of all activities held within the course of the whole project (relevant print screens in case of online event),
 - relevant documents related to work packages.
2. Upon request, the partner organisation shall make available any original documents on the project finance and activities required by the NA.

V.

Division of Responsibility

1. The coordinator and the partner organisation must follow the approved application and current schedule. The contractual parties commit to execute any steps necessary for preparation, implementation, and correct management of the project in accordance with project objectives, as declared in the Grant Agreement. The contractual parties also commit to observe all provisions of the Grant Agreement which are imposed on the coordinator by the NA.
2. The coordinator is the grant recipient, acts as a project coordinator, and ensures administrative cooperation and communication with the NA.
3. Both the coordinator and the partner organisation are obligated to ensure participation of at least one representative in:
 - regular online operational meetings convened by the coordinator at least every two months,
 - half-yearly evaluation meetings convened by the coordinator.

4. In case the partner organisation is a leader of one of the project activities according to the project proposal, it will ensure the organization of activity meetings including the minutes of them.
5. The partner organisation commits to the coordinator, within the project implementation cooperation, to execute individual operations declared in the project and which lead to project implementation in defined deadlines and in defined extent.
6. The coordinator is obliged to clearly inform about:
 - regular requirements to partner organisations,
 - deadlines and agenda of project meetings,
 - changes in the project application and current schedule.
7. The partner organisation is obliged to actively, and according to coordinator's instructions, cooperate on work packages WP2, WP3, WP4, and it is responsible for evaluation and dissemination activities related to the project partnership.
8. The contractual parties are obliged to inform each other without any delay about all changes related to the project or about a possible incapability of the parties to properly and timely fulfil duties implying from this agreement as well as about all other relevant changes affecting the position of the contractual parties and fulfilment of this agreement.
9. The contractual parties declare that they take fully into account the fact that a successful project realisation depends on timely and complete information of the contractual parties and acquiring required documents.
10. The contractual parties appoint the following persons as responsible for the project investigation:
 - on behalf of the coordinator: Jakub Černý
 - on behalf of the partner organisation: Karl Johan JohansenIn the event of a change of these persons, no amendment of this agreement is required, a written notification is sufficient.

VI.

Intellectual Property

1. In compliance with national legal regulations, the project outputs, patents, copyrights and intellectual property rights, reports and other documents arising from this agreement are in the ownership of the party that has created them. If there are project outputs, patents, copyrights and intellectual property rights, reports and other documents arising from this agreement provably created in cooperation of the project beneficiaries, the ownership is divided proportionally between the project beneficiaries, i.e. respecting their share which the employees of each project beneficiary took part in.

VII.

Other Provisions

1. If this agreement is terminated for the reason that the partner organisation fails to perform its obligations under this agreement, the rights granted to the partner organisation pursuant to this Agreement shall cease immediately, and the partner organisation shall forfeit the right to reimbursement for obligations performed and expenses incurred. The partner organisation shall reimburse all or part of the payments already made under this agreement as required by the coordinator. The amount of the reimbursement will not exceed the total amount of budget

received (in the form of prefinancing) up to termination, and will in any case only correspond to the budget (or a part of the budget) of the particular activities that have not been carried out according to the project application.

2. All parties shall be especially aware of the rules laid down in the Grant Agreement concerning the award of contracts and shall especially ensure that the conditions applicable to them in Annex 1 under articles II.4 (Liability for Damages), II.5 (Conflict of Interest), II.6 (Confidentiality), II.7 (Processing of personal data by the beneficiaries) II.9 (Pre-existing Rights and ownership and use of the results) and II.27 (Checks, Audits and Evaluation) of the Grant Agreement are also complied with.
3. This agreement is a subject to the legal code of the Czech Republic. In the case of a legal dispute between the contractual parties concerning this agreement which cannot be resolved by an amicable settlement, its resolution will be performed by a relevant court in the Czech Republic.
4. The partner organisation relinquishes the right of recourse towards the coordinator and/or other beneficiaries for any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this agreement, insofar as such damages are not due to serious or intentional negligence or fault of the coordinator and/or any of the other beneficiaries or their staff/students.
5. The project beneficiaries guarantee to respect human rights. Each of the parties may terminate this agreement with immediate effect if the other project beneficiaries is involved in a serious or systematic violation of human rights.

VIII.

Annexes

Annex I – Budget of the partner organisation

Annex II - Copy of the Grant Agreement including its Annexes

Annex III – Copy of the project application Structural embedding of knowledge by experience in higher education through processes of co-creation, no. 2022-1-CZ01-KA220-HED-000086282

IX.

Final Provisions

1. This agreement is concluded for the period of the project realisation, or until all obligations resulting from this agreement have been settled.
2. The agreement can be changed and amended only in writing, by numbered amendments. Both contractual parties can propose an amendment.
3. The agreement is concluded in two copies, each contractual party will receive one.
4. The coordinator is a subject liable according to the Law no. 340/2015 on the Register of Contracts. The partner organisation acknowledges and declares that this agreement is a subject to be released in the Register of Contracts (a public authority information system whose manager is the Ministry of the Interior of the Czech Republic). The coordinator is obliged to make this agreement public according to relevant laws on the Register of Contracts.

5. The agreement enters into force on the day of its signature by the last contractual party and becomes effective on the day of being made public in the Register of Contracts. The coordinator will inform the contractual partner organisation about this fact.
6. The contractual parties have agreed that all mutually provided performance carried out before the publication of this agreement in the Register of Contracts and carried out from 1 September 2022, which was carried out in accordance with this agreement and the Grant Agreement, shall be considered as performance in accordance with this agreement and that in connection with the performance provided to each other, the contractual parties shall not mutually raise claims against the other contractual party on the basis of unjustified enrichment.

Signed by:

For the partner organisation: *doc. Mgr. Petr Kopecký, Ph.D., rektor*



UNIVERSITA
Praha
29. 03. 2023

Done at
On 29. 03. 2023

For the partner organisation:

Trudheim

Done at
On 8. 3. 2023

