

PARTNERSHIP AGREEMENT

for a project implemented within the Visegrad Grants

called "Visegrad Sustainable Living Labs Network 4 Youth of Universities (VSLLN4YOU)"
between

Wyższa Szkoła Informatyki i Zarządzania z siedzibą w Rzeszowie [University of Information Technology and Management in Rzeszow], seated in Rzeszow 35-225, ul. Sucharskiego 2, and listed in the register of non-public universities and associations kept by the Polish Ministry of Science and Higher Education under the number 81, NIP 813-11-23-670, REGON 690389644

represented by **dr hab. Andrzej Rozmus, Rector**
hereinafter referred to as "**Coordinator**"

and

Full official name of the organization: **Czech University of Life Sciences Prague**

Official address (street, house/flat number): Kamýcká 129,

Postal code and city: Prague, 16500, CZ

VAT/TAX number: 60460709

Register number (if applicable) OID: E10209207 DUNS:360576495

represented by: **prof. Ing. Petr Sklenička, CSc., Rector**

number of agreement: PO 138/2023

hereinafter referred to as "**Partner**"

Within the framework of the Partnership Agreement, the parties have agreed on the following parts of the agreement and the following Annexes:

Annex A – Grant Agreement: A copy of the Grant Agreement signed between the Coordinator and the Visegrad Fund,

Annex B – Estimated Budget of the Beneficiary.

1. Subject of the Partnership Agreement

The subject of this Partnership Agreement is to define the organisation of the Partnership by regulating the rights and obligations of the Coordinator and the Partner in order to successfully implement the "Visegrad Sustainable Living Labs Network 4 Youth of Universities (VSLLN4YOU)" Project. This project comes under the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120 concluded between the Coordinator and the International Visegrad Fund.

The maximum Community grant towards expenditure incurred by the members of the Partnership participating in the Project shall be EUR 44,780.00

The final financial contribution shall depend on the evaluation of the quality of the results of the Project pursuant to the rules laid down by the Visegrad Found.

The subject matter of this contract and the related work programme are detailed in the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120.

The Coordinator and the Partners shall be bound to this contract and the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120. This includes any further amendments to the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120 which are approved by Visegrads Found.

2. Duration of the Agreement

The Project referred to in Article 1 has a duration of 18 months. It starts on 1st October 2022 and ends on 30 March 2024.

This Agreement shall come into force on the day when it has been signed by all parties, but shall have retroactive effect from the start of the eligibility period. It shall remain in force until the Coordinator has discharged in full its obligations arising from the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120.

The period of eligibility of the costs starts on 1st October 2022 and ends on 30 March 2024.

3. Payment of funds and modalities

- a) The Project Coordinator will transfer the funds to the Partner's account for eligible activities that fully comply with the workplan only, in accordance with the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120.

The grant received by the Partner has to be strictly and solely dedicated to the Project funding in accordance with the guidelines and regulations of the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120.

The funds shall be paid into the following institutional bank account:

Name and Address of the Account Holder:	Česká zemědělská univerzita v Praze
Name of Bank:	xxxxxx
Address of Bank:	xxxxxx
IBAN - International Bank or Account Number:	xxxxxx
Bank or Swift code	xxxxxx

- b) The Coordinator shall pay the Partner for work completed satisfactorily according to the description and schedule of this work.
- c) The share of the grant will be distributed by the Coordinator according to the schedule hereinafter. Should the total of the instalments exceed the Project funding granted by the Visegrad Fund for the Partner's contribution, the Partner shall immediately repay the respective amount to the Coordinator.

1. Internal reporting periods:

The Partner can request the disbursement of the next instalments from the Coordinator in 4 steps according to the following scheme:

COST INCURRED BY THE CO-BENEFICIARIES IN THE PERIODS:	COST DECLARATION SUBMITTED TO THE COORDINATOR BY:
1 October 2022 – 28 February 2022	15 March 2023
1 March 2023 – 31 July 2023	15 August 2023
1 September 2023 – 31 January 2024	15 February 2024
1 February 2024 – 31 March 2024	15 April 2024

The cost declaration can be submitted by each Partner to the Coordinator within the above mentioned deadline, using the financial reporting templates provided for this purpose by the Coordinator, enclosing certified copies of all relevant documents proving the declared costs (and an English translation of the most relevant parts of text in case of least known languages), together with technical reports describing the implemented activities.

The delivering of the Dissemination Reporting Tool, together with financial and technical reports, is essential for the Partner to claim the payment of the installment.

The Dissemination Reporting Tool keeps track of all dissemination activities carried out by the Partner, the template is provided by the Coordinator.

All the reporting documents must be sent by the Partner to the Coordinator's address:

Wyższa Szkoła Informatyki i Zarządzania z siedzibą w Rzeszowie
 ul. Sucharskiego 2
 Rzeszów 35-225,
 Poland

Upon arrival of the technical implementation reports, financial statements, Dissemination Reporting Tool and other required documents, the Coordinator shall carefully check the formal eligibility of the claimed costs and the enclosed documents.

Within 15 days from receipt, provided no irregularities are identified, the Coordinator shall transfer to each Partner's bank account the budget claimed.

Throughout the Project implementation, the Coordinator will reimburse up to the 80% of the total contribution that each Partner is expected to receive, which is up to the end of resources made available by the the Visegrad Fund as pre-financing payment.

The remaining 20% will be reimbursed to each Partner by the Coordinator as soon as the balance payment is transferred into the Coordinator's bank account by the the Visegrad Fund, within 60 days after the submission of the Final Report, unless further information or additional documentation are requested by the the Visegrad Fund.

Only expenditure in accordance with the Project, declared eligible by the Visegrad Fund and for which supporting documents have been provided, will be financed.

All the payments shall be regarded as advances pending explicit approval by the Visegrad Fund of Final Report, the corresponding cost statement and the quality of the results of the Project.

2. Exchange rate applicable for the conversion of currencies into Euros:

All payments by the the Visegrad Fund shall be made in Euro.

3. Reports:

The Partner shall provide the Coordinator with any information and documents required for the preparation of the Final Report and, where appropriate, with certified copies of all the necessary supporting documents completed and signed by the legal representative as foreseen GRANT GUIDELINES for Visegrad, Visegrad+ and Strategic Grants.

4. Specific obligations of the Coordinator

The Coordinator shall take all the steps needed to manage correctly the Project in accordance with the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120.

In addition, the Coordinator shall:

- i. provide the Partner with the copy of the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120 (Annex A)
- ii. keep the Partner informed on a regular basis about all relevant communication between the Coordinator and the International Visegrad Fund;
- iii. inform the Partner about all relevant issues connected to Project implementation without any delay;
- iv. ensure coherent coordination of the overall Project; coordinate and chair all meetings;
- v. submit Final Report to the International Visegrad Fund by the deadline set in the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120 and its annexes;
- vi. as sole recipient of payments on behalf of the Consortium, ensure that all the appropriate payments are made to the Partner without unjustified delay;
- vii. be the intermediary for all communication between the Partner and International Visegrad Fund.

5. Specific obligations of the Partner

The Partner shall respect all rules and obligations set forth in the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120.

In addition the Partner shall:

- i. commit to carry out the activities as specified in the work-plan;
- ii. provide the staff, facilities, equipment and material necessary to perform Project activities;
- iii. support the Coordinator to fulfil its tasks according to the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120;
- iv. ensure appropriate communication with the Coordinator;

- v. ensure that interaction with other Partners takes place in continuous and smooth way;
- vi. provide the Coordinator without any delay with any information needed to draw up the Final Report, to react on any request by International Visegrad Fund, or provide the Coordinator with any further information needed;
- vii. inform the Coordinator immediately about any delay in the performance of the activities or any circumstances that could lead to a temporary or final discontinuation of the Project;
- viii. inform the Coordinator about any changes in personnel, tasks or procedures of its Project team;
- ix. maintain an appropriate accounting system for all transactions relating to the Project;
- x. comply with rules on public procurement, state aid, publicity and equal opportunities;
- xi. be responsible for the sound financial management of the funds allocated to the Project.

In case of irregularities the Coordinator bears the overall responsibility towards International Visegrad Fund for the repayment of the amounts unduly paid. By way of the derogation from this principle if the irregularity is committed by a Partner, the concerned Partner shall repay to the Coordinator the amounts unduly paid.

6. Accounting, Record Keeping and Reporting

The Partner is fully responsible for the correct delivery of the declaration of expenses and the appropriate application of accounting system. In more detail, the Partner shall comply with the following:

- i. to accept the liability for the adequate and orderly accounting of this Project according to the rules and regulations of the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120;
- ii. to be aware of the fact that the Coordinator will not compensate for the ineligibility of costs caused by any violation of the on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120 or this contract, for which the Partner is responsible. Any costs which would be assessed as ineligible by the Visegrad Fund within their Final Report assessment need to be reimbursed by the Partner to the Coordinator who confirms to forward the ineligible amount to the Visegrad Fund;
- iii. to make available any documentation on Project finance and activities required by the the Visegrad Fund to keep a record of any expenditure incurred under the Project and all proofs and related documents for five years after the date of transfer of the balance.

The Coordinator will provide the Partner with the appropriate forms for the declaration of expenses and the respective instructions for their completion.

7. Audits

For audit purposes the Partner shall:

- a) keep at the Visegrad Fund's disposal all original documents, especially accounting and tax records relating to Project costs for a period of five years from the date of payment of the balance specified in Article 6 of the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120;
- b) enable the responsible auditing bodies of the Coordinator and any other outside body authorized by the Visegrad Fund to audit on the use made of the grant;
- c) give them access to the accounting books and accounting documents and other documentation related to the Project, whereby the auditing bodies decide on this relation.

Such audits may be carried out throughout the period of implementation of the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120 the balance is paid and for a period of five years from the date of payment of balance;

- d) give them access to their sites and business premises during the ordinary business hours and also beyond these hours by arrangement;
- e) provide the Coordinator with any information needed related to such an audit without any delay.

8. Information and Publicity

Any publicity measure undertaken by any of the Partners must follow the rules applicable to the visibility of the Visegrad Fund, and be in accordance to 8 of the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120.

Information and publicity measures will be coordinated among the Partners. The Partner is equally responsible to promote the fact that financing is provided from the European Union funds in the framework of the Visegrad Fund and to ensure the appropriate publicity of the Project.

The Partner takes note of the fact that the results of the Project as well as any study or analysis produced in the course of the Project will be made available to the public; the Partner agrees that the results of the Project shall be available for all Partners and for the public free of charge.

9. Liability

Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this Contract and the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120 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.

The Partner shall protect the Visegrad Fund, 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 Visegrad Fund, the Coordinator or their personnel.

Each party's aggregate liability to the other party shall be limited to once the party's share of the total grant by the Visegrad Fund.

10. Confidentiality

The Coordinator and the Partner shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Contract and the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120.

The Coordinator and the Partner shall not use confidential information and documents for any reason other than fulfilling their obligations under the Contract and the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120 otherwise agreed between the parts in writing.

The Coordinator and the Partner shall be bound by the obligations referred to this Article during the implementation of the Contract and the Contract on the Provision of Financial Resources from

the International Visegrad Fund's Visegrad Grant No. 22220120 for a period of five years starting from the payment of the balance, unless:

- a) the party concerned agrees to release the other party from the confidentiality obligations earlier;
- b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
- c) the disclosure of the confidential information is required by law.

12. Language

The working language of the Partnership shall be English.

13. Competent and applicable law

This Agreement is governed by the Polish law, being the law of the Country of the Coordinator.

This Partnership Agreement is concluded in English. In case of a translation of this Agreement and its annexes into another language than English, the English version shall prevail.

The parties will make an effort to settle any disputes arising from this Agreement out of the court. In case an agreement cannot be made in due time, the parties herewith agree that Dubrovnik, shall be the venue for all legal disputes arising from this contract.

In case of any dispute on matters under this Contract, which cannot be resolved by an amicable settlement, it will fall within the jurisdiction of the Courts of city to resolve the dispute under the Polish law.

14. Other provisions

Any amendments to this Agreement shall be in writing signed by the Coordinator and the Partner.

Amendments and supplements to the present Agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such.

Should any provision in this Agreement be wholly or partly ineffective, the remaining provisions remain binding for the parties. In this case the parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.

4 (four) original copies will be made of this Agreement; of which Partner keeps two originals, Coordinator keeps one original and one original is attached to the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 22220120.

15. Termination of Cooperation

The Coordinator 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 of the Partner by registered letter has remained without effect for one month. In case of failure to meet the deadline, the Partner concerned will receive one reminder including a new deadline. To the second deadline a third and last one will follow. If there is no response on the third deadline, a final written warning will follow. The last consequence will be the termination of the contract of the respective Partner.

The Partner shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.

In case of termination of the cooperation, the Partner is obliged to return all unused advances already paid by the Coordinator. The Partner is obliged to hand in all products or deliverables it is working on and to provide a full report on its finances and activities that will feed into the Final Report. If the Visegrad Fund decides on the basis of the Final Report that the Partner with whom the cooperation has been terminated may still claim eligible costs that have not been provided for by the Coordinator, the Coordinator will transfer the balance to the Partner.

Annexes

Annex A: Grant Agreement: A copy of the Grant Agreement signed between the Coordinator and the Visegrad Fund.

Annex B: Estimated Budget of the Beneficiary.

Signatures

We, the undersigned, declare that we have read and accepted the terms and conditions of this contract as described here before, including the annexes thereto.

For the Coordinator

dr hab. Andrzej Rozmus

Rector

.....
Date and Place

.....
Signature

Stamp of the institution

For the Partner

prof. Ing. Petr Sklenička, CSc.

Rector

.....
Date and Place

.....
Signature

Stamp of the Institution