



## AGREEMENT NUMBER 2022-2-CZ01-KA210-YOU-000090463

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### CONTRACT BETWEEN THE CONTRACTOR AND THE PARTNER

This Partner agreement contract shall govern relations between:

Jaroslav Koutský (Legal Representative)

UNIVERZITA JANA EVANGELISTY PURKYNE V USTI NAD LABEM – Organisation ID: E10167181 Pasteurova, 3554/1 – Usti nad Labem – CZECH REPUBLIC

hereafter named the Contractor, represented by doc. RNDr. Jaroslav Koutský, Ph.D. on the one hand and

Vahi Gaurav (Legal Representative)

Eurospeak Limited - Organisation ID: E10267459 Unit 80, Cherry Orchard Business Park 10 – Dublin – IRELAND

hereafter named the Partner, represented by Vahi Gaurav on the other hand,

Which have agreed as follows:

### ARTICLE 1 – SUBJECT

The Contractor and the Partner commit themselves to

- a) Carrying out the work programme covered by this contract. This work programme comes under the Agreement 2022-2-CZ01-KA210-YOU-000090463 concluded between the Contractor and Erasmus+ Czech National Agency (Dům zahraniční spolupráce).
- b) The total cost of the project for the contractual period referred to by the Agreement, all financing combined, is estimated at € 48.000,00 (including all taxes and duties).
- c) The final financial contribution shall depend on the evaluation of the quality of the results of the project but shall, under no circumstances, give rise to a profit.
- d) This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project.
- e) The subject matter of this contract and the related work programme are detailed in the annexes, which form an integral part of this contract and each party declares to have read and approved.

### ARTICLE 2 – DURATION

- a) The project referred to in Article 1 has a duration of 24 months. It starts on 01/05/2023 and ends on 30/04/2025;
- b) This contract terminates at the moment of payment of the balance of the contract, as mentioned in Article 6 - a).
- c) The period of eligibility of the costs starts on 01/05/2023 and ends on 30/04/2025.

### ARTICLE 3 – OBLIGATIONS OF THE CONTRACTORS

The contractors shall undertake:

- a) To take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement concluded between the Erasmus+ Czech Agency and the Contractor;
- b) To notify and provide the Partner with any amendment made to the Agreement;
- c) 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;
- d) To comply with all the provisions of the Agreement binding the Contractor to the Erasmus+ Czech Agency



## ARTICLE 4 – OBLIGATIONS OF THE PARTNERS

The partner shall undertake:

- a) To take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement concluded between the Erasmus+ Czech Agency and the Contractor;
- b) To comply with all the provisions of the Agreement binding the Contractor to the Erasmus+ Czech Agency;
- c) To communicate to the Contractor any information or document required by the latter that is necessary for the management of the projects;
- d) To accept responsibility for all information communicated to the Contractor, including details of costs claimed and, where appropriate ineligible expenses (only real costs will be considered, no forfeits or per diem);
- e) To define in conjunction with the Contractor the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

## ARTICLE 5 – FINANCING

- a) The total expenditure to be committed by the Partner for the period covered by this contract is estimated:

Final Conference Mobility Expenses	1.500,00 €
Activities	13.568,00 €
<b>TOTAL</b>	<b>15.068,00 €</b>

- b) The Erasmus+ contribution for the Partner shall be a maximum amount of 15.068,00 EUR

## ARTICLE 6 – PAYMENTS

- a) The Contractor commits himself to carrying out payments relating to the subject matter of this contract to the Partner according to the achievement of the tasks and according to the following schedule:
  - 1st payment 6.027,20 € (40%) – within 30 days after:
    - the Contractor has received the signed partner agreement and all the job contracts of the people involved in the project and the Contractor has received the first payment of the grant from the Erasmus+ Czech National Agency;
  - 2nd payment 6.027,20 € (40%) – within 30 days after:
    - the Contractor has received an accurate and complete interim report from the Partner;
  - 3rd payment max 3.013,60 € (20%):
    - the Contractor has received an accurate and complete Final Report from the Partner and the Contractor has received the balance payment of the grant from the Erasmus+ Czech National Agency, provided the Erasmus+ Czech National Agency has fully approved of the Final Report, the quality of the project results and of the eligibility of the expenditure incurred.
- b) All payments shall be regarded as advances pending explicit approval by the Erasmus+ Czech National Agency of the final report, the corresponding cost statement and the quality of the results of the project.
- c) A Partner can expect 100% reimbursement of correctly claimed and proved costs.

## ARTICLE 7 – BANK ACCOUNT

The remuneration to be paid to the partner shall be paid into the partner's institutional account in accordance with the annexed financial identification form.

## ARTICLE 8 - REPORTS

- a) The partner shall provide the Contractor with any information and document required for the preparation of the interim report, due by 30/04/2024, and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 30/04/2024.



- b) 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 20/04/2025 at the latest.

## ARTICLE 9 – MONITORING AND SUPERVISION

- a) The Partner shall provide without delay the Contractor with any information that the latter may request from him concerning the carrying out of the work programme covered by this contract.
- b) The Partner shall make available to the Contractor any document making it possible to check that the aforementioned work programme is being or has been carried out.

## ARTICLE 10 – LIABILITY

- a) 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.
- b) The Partner shall protect the Erasmus+ Czech Agency, the Contractor 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 Erasmus+ Czech Agency, the Contractor or their personnel.

## ARTICLE 11 – TERMINATION OF THE CONTRACT

- a) The Contractor 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.
- b) The Partner shall immediately notify the Contractor, supplying all relevant information, of any event likely to prejudice the performance of this contract.

## ARTICLE 12 – JURISDICTION CLAUSE

- a) Failing amicable settlement, the Courts of Prague, the Czech Republic, shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
- b) The law applicable to this contract shall be the law of the Czech Republic.

## ARTICLE 13 – AMENDMENTS OR ADDITIONS TO THE CONTRACT

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

## ARTICLE 14 – PRIVACY DATA PROTECTION

In compliance with recent EU data protection Law and national and local regulation, the Contractor agrees and covenants that it shall:

- a) Keep and maintain all Personal Information provided by the Partner in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
- b) Use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for the benefit of anything other than the project, in each case, without Partner's prior written consent; and not, directly or indirectly, disclose Personal Information to any person other than its authorized program participants, and to the extent required by the purpose and duration of this Agreement.



## ANNEXES:

Annex 1: Financial identification form provided from the Partner

Annex 2: Description of the output financed and detail of days per output

Annex 3: Gantt charter

Done at Ústí nad Labem in two copies

For the Contractor

doc. RNDr. Jaroslav Koutský, Ph.D.

For the Partner

Vahi Gaurav