



**PARTNERSHIP AGREEMENT
in the framework of the
Grant Contract - 101083077**

Project name: "Universities-Communities: strengthening cooperation" (UNICOM)

Parties

This Partnership Agreement, hereinafter referred to as "the Agreement", is made and entered into by and between,

University of Genoa,

5 Balbi Street, 16126 Genoa, Italy

represented for the purposes of signature of the Agreement by Federico Delfino, Rector
hereinafter referred to as the "Coordinator"

and

Czech University of Life Sciences Prague

Kamýcká 129, Praha - Suchbát 16500, Czech Republic

represented for the purposes of signature of the Agreement by prof. Ing. Petr Sklenička, CSc., Rector,
hereinafter referred to as the "Beneficiary".

The parties hereby have agreed as follows:

Article 1

Subject of the Partnership Agreement

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 "Universities-Communities: strengthening cooperation" (UNICOM), hereinafter referred to as the "Project".

1.2. The Coordinator and the Beneficiaries, undertake to do everything in their power to carry out the work programme forming the subject of this Agreement, which falls within the framework of the **Grant Contract # 101083077**, concluded between the Coordinator and the European Union represented by European Commission, related to the above-mentioned Project.

1.3. The subject matter of this Agreement and the related work programme are detailed in the annexes of the Grant Contract. The respective Grant Contract terms and conditions, related annexes and guidelines, shall form an integral part of this Agreement, and take precedence over it.

1.4. The Coordinator and the Beneficiary shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2

Duration

2.1. This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Contract.



2.2. The Project has duration of 48 months. It starts on **1 February 2023 and ends on 31 January 2027**.

2.3. The period of eligibility of the activities and the costs starts on 1 February 2023 and ends on 31 January 2027 and shall be in accordance to the dispositions of the Grant Contract or any subsequent amendments of it.

2.4. The present Agreement shall remain in force until the Coordinator has been discharged in full of his obligations arising from the Grant Contract signed with the European Commission.

Article 3

Obligations and responsibilities

3.1. General obligations and role of the Beneficiaries (including the Coordinator).

The Beneficiaries:

- (a) are jointly 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 Contract and approved 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 Contract and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) are jointly responsible for complying with any legal obligations' incumbent on them jointly or individually;
- (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 cost efficiency of the funds allocated to the Project.

3.2. Specific obligations and role of the Coordinator.

The Coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the Project in accordance with the Grant Contract;
- (b) be the intermediary for all communication between the Beneficiaries and the European Commission, and inform the Beneficiaries of any relevant communication exchanged with the European Commission;
- (c) inform the Beneficiaries of any changes connected to the Project or to the Grant Contract, or of any event likely to substantially affect the implementation of the action;
- (d) as the sole recipient of payments on behalf of all Beneficiaries, transfer funds to the Beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Contract and this Agreement;
- (f) comply with all reporting requirements vis-à-vis the European Commission. The Coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the Beneficiaries;
- (h) provide one copy of this Agreement duly signed to each Beneficiary within 6 months of the signature of the Grant Contract;
- (i) provide the Beneficiaries with official documents related to the Project, such as the signed Grant Contract and its annexes, the General and Specific Conditions for the Use of the Grant, the various reports templates and any other relevant document concerning the Project;
- (j) transmit to the Beneficiaries copies of all reports submitted to the European Commission, as well as copies of any feedback letters received from it following report assessment and field monitoring visits.

3.3. Specific obligations and role of each Beneficiary (excluding the Coordinator).

The Beneficiary undertakes to:

- (a) ensure adequate communication with the Coordinator and with the other Beneficiaries;
- (b) support the Coordinator in fulfilling its tasks according to the Grant Contract;
- (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 Contract, 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 beneficiary'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) accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
- (h) repay into the Coordinator's bank account any ineligible costs incurred as a result of the beneficiary's activity if the Coordinator or other competent supervising authority has identified such costs;
- (i) provide a separate project cost accounting,

3.4. Additional obligations regarding the staff involved in the Project and mobility flows.

Each Beneficiary undertakes to respect the following requirements:

- (a) ensuring relevant selection of staff directly involved into the Project activities and implementation;
- (b) ensuring outcomes recognition for satisfactorily completed activities during study visits and retraining activities for the staff and the students.

Article 4

Financing the action

4.1. The maximum grant contribution to the Project for the contractual period covered by the Grant Contract amounts to **EUR 988,435.00**.

4.2. Total eligible costs and the maximum grant contribution for the Beneficiary, **Czech University of Life Sciences Prague**, amounts to **EUR 38,877.00** and shall take the form as stipulated in Annex II of the Grant Contract.

4.3. The grant contribution is awarded to the partnership under the form of "the reimbursement of actual costs" incurred for: ***Staff cost; Per diems and Travel costs; Cost for Publications; Cost for Studies and researches; Costs for conferences / seminars; Costs for Visibility actions; Indirect costs.***

4.4. In the case of a redistribution of works and tasks among the project partners the total eligible costs and, accordingly, the maximum grant contribution for the Beneficiary could be increased or decreased during the project implementation period.

Project works could be redistributed between partners only by the project's Executive Committee.

In this case:

- increasing of the maximum grant contribution is carried out by concluding an Addendum to this Partnership Agreement;
- the reduction of the amount of the grant contribution does not require the conclusion of an Addendum to this Partnership Agreement, but is carried out by the Coordinator by transferring funding exclusively for the work actually performed by the Beneficiary.

4.5. The grant contribution to the Project is intended to cover only part of the costs actually incurred by the Beneficiaries in carrying out the activities foreseen. The Beneficiaries commit to provide additional resources to the Project (co-finance) so as to ensure its full implementation in accordance with the Grant Contract.

4.6. Full details of the estimated budget of the Beneficiary is given in Annex I of this Agreement.

4.7. The equipment procurement procedure which is part of the maximum grant contribution for the Beneficiary will be organized by a tripartite agreement and will be carried out by the Coordinator.

Article 5

Payments arrangements

5.1. The Coordinator will transfer the part of the grant contribution corresponding to the Beneficiary to the account defined in Annex III of this Agreement (excluding funds for the equipment purchase).

5.2. The transfer of the grant contribution to Beneficiary will be implemented in accordance with the following procedure and tranches:



- First tranche, **EUR 11,663.10** will transfer to the Beneficiary's account during 30 days after the signature of this Agreement.
 - a) performance by the Beneficiary of all works provided in the calendar plan,
 - b) reception of all necessary proof on expenditures, covered by funds of the 1st payment,
 - c) approving by the EU Executive Agency for Education and Culture of the report on the implementation of Work Package 1
- Second Tranche, **EUR 7,775.40** the Coordinator will transfer to the Beneficiary's account 30 days after:
 - a) performance by the Beneficiary of all works provided in the calendar plan,
 - b) reception of all necessary proof on expenditures, covered by funds of the 1st payment,
 - c) approval by the EU Executive Agency for Education and Culture of the report on the implementation of Work Package 2
- Third Tranche- the third payment in the amount maximum, **EUR 7,775.40**
 - a) performance by the Beneficiary of all works provided in the calendar plan,
 - b) reception of all necessary proof on expenditures, covered by funds of the 1st payment,
 - c) approval by the EU Executive Agency for Education and Culture of the report on the implementation of Work Package 3
- The fourth payment, **EUR 5,832.00**, will be paid within 30 days after:
 - a) performance by the Beneficiary of all works provided for in the calendar plan,
 - b) receiving from the Beneficiary all the necessary evidence regarding the expenses incurred with the funds of the First and Second installments,
 - c) approval by the EU Executive Agency for Education and Culture of the report on the implementation of Work Package 4
 - d) receiving the second tranche of funding from the EU Executive Agency for Education and Culture.
- **The final payment, EUR 5,832.00** the Coordinator will transfer to the Beneficiary's account 30 days after:
 - a) reception from Beneficiary of all necessary proof on expenditures,
 - b) performance by the Beneficiary of all works provided in the project implementation plan,
 - c) and receiving the final payment from the EU Executive Agency for Education and Culture.

5.3. The Beneficiaries are obliged to use the grant contribution exclusively for the purposes defined by the Project, and in accordance with the terms and provisions of the present Agreement and the Grant Contract and its annexes. Grant amounts received in advance and not used by the beneficiaries will be reimbursed to the Coordinator at the latest 30 days after the end of the Project's contractual period.

5.4. If there is a difference between the amount of the grant contribution actually used by the partnership and the amount of expenditure declared eligible by the European Commission at the end of the Project, the following procedure will apply:

The Beneficiary responsible for the expenditure declared ineligible will reimburse the corresponding amount to the Coordinator.

Article 6

Reporting

6.1. The Coordinator is responsible for submitting in due time to the European Commission all reports and financial statements as required in the Grant Contract. For this purpose and in a timely manner, the Beneficiaries commit to provide the Coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Contract.



6.2. The Coordinator shall provide the Beneficiaries with the appropriate reporting forms for the declaration of expenses and activities and the respective instructions for their completion. These reports must be drawn up in EURO.

6.3. The Beneficiaries shall keep a record of any expenditure and 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 Contract. The Coordinator may reject any item of the reports which cannot be justified in accordance with the rules set out by the European Commission in the Grant Contract.

Article 7

Budgetary and financial management

7.1. The grant contribution to the Project's costs will be based on the justification of the costs actually incurred. This justification will take the form of the support documentation specified in the relevant section of the General Conditions of the Grant Contract.

7.2. The Beneficiaries confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the Project.

7.3. Each Beneficiary is responsible for ensuring adequate insurance arrangements for their staff while participating in Project activities.

Article 8

Budgetary and financial management

8.1. Any important Project related communication between the parties shall be done in writing and addressed to the appointed Project manager of each Beneficiary, as per the details below:

For the Coordinator:

XXXXX,
University of Genoa,
5 Balbi street, 16126 Genoa, Italy
XXXXX

For Beneficiary:

XXXXX
Czech University of Life Sciences Prague
Kamýcká 129, Praha-Suchbát, 16500, Czech Republic
[XXXXX](#)

8.2. Any changes to the above information should be communicated in a timely manner.

Article 9

Promotion and visibility

9.1. The Coordinator and the Beneficiaries shall ensure adequate promotion of the Project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the Project.

9.2. Any notice or publication by the Project, including at a conference or a seminar, must specify that the Project is being co-financed by EU within the framework of the "ERASMUS+" and "MOOVING FORWARD TOGETHER", and must comply with the visibility rules laid down in Communication Plan of the Project.

Article 10

Confidentiality and data protection

10.1. The Coordinator and the Beneficiaries undertake to preserve the confidentiality of any document, information, or other material directly related to the subject of the Agreement that is duly classed as confidential if disclosure could cause prejudice to the other Party. The Parties shall remain bound by this obligation beyond the closing date of the action.

10.2. All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of the Grant Contract.



Article 11

Liability

11.1. Each of the contracting Parties discharges the other Party of 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 other Party or its staff / students.

Article 12

Conflict of interest

12.1. The Coordinator and Beneficiaries must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest

12.2. Any situation constituting or likely to lead to any such conflict should be brought to the attention of the Coordinator without delay, and the Beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

12.3. The Coordinator will decide if it is deemed necessary to inform the European Commission as provided for in Grant Contract.

Article 13

Working languages

13.1. The working language of the partnership shall be English.

13.2. Both parties commit in allocating to the Project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 14

Conflicts resolution

14.1. In case of conflict between the Project Partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the Parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

14.2. Disputes should be addressed in writing to the Project Steering Committee, which will try to mediate in order to resolve the conflict.

Article 15

Applicable law and jurisdiction

15.1. This Agreement is governed by the Italian law, being the law of the Coordinator's country.

15.2. In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the Coordinator's country.

15.3. If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both Parties.

15.4. If any provision in this Agreement should be wholly or partly ineffective, the Parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

15.5. This Agreement is concluded in English and Ukrainian. In the event of translation of this Agreement and its Annexes, the English version shall prevail.

Article 16

Termination of the Agreement



16.1. In the event that any of the Beneficiaries fail to perform any obligations under the present Agreement or the Grant Contract, the Coordinator may terminate their participation in the Project, upon formal written authorisation by the European Commission.

16.2. The Coordinator shall notify the Beneficiary in cause by registered letter. The Beneficiary has one month to supply all relevant information to appeal the decision.

Article 17

Force Majeure

17.1. If either Parties face a case of force majeure, it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

17.2. Neither of the Parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to force majeure.

The Parties shall take all necessary measures to minimize possible damage to successful Project implementation.

Article 18

Amendments

18.1. Any amendments to this Agreement must be made in writing by means of a Supplementary Agreement and become effective when signed by the authorized legal representatives of both Parties. No oral agreement may bind the parties to this effect.

18.2. The amendment may not have the purpose or the effect of making changes that might call into question the dispositions of the Grant Contract

Article 19

Others

19.1. The Coordinator unconditionally agrees to the publication of the full text of this Agreement so that it can be the subject of information provided in the sense of Act No. 106/1999 Coll., on free access to information, as amended. The Coordinator also agrees to the publication of the full text of this Agreement pursuant to Article 219 of Act No. 134/2016 Coll., on the award of public contracts, as amended, and Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of these contracts and on the register of contracts (Act on the Register of Contracts), as amended.

Article 20

Annexes

Annex I – Budget Plan

Annex II – Beneficiary Financial identification form

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

For the Coordinator

The legal representative
Federico Delfino, Rector

Signature

Done in Genoa, Italy, Date _____ 2023 /

Seal

Contact Person

XXXXX

full professor, head of the Department

Signature



Co-funded by
the European Union



For the Beneficiary

The legal representative
Petr Sklenička, Rector

Signature

Done in Prague, CZ, Date _____ 2023 /

Contact Person

XXXXXX, head of Biogas Research Team

Seal

Signature