

# THE PARTNERSHIP AGREEMENT

No.: PR5020348/1

## Students' support towards entrepreneurial spirit development

This Agreement drawn up within the framework of the Erasmus+ Project (Key action 2: Strategic Partnership) **"Students' support towards entrepreneurial spirit development"** (hereinafter referred to as Erasmus+ project), number of the Grant agreement: 2020-1-CZ01-KA203-078381 ("Grantová dohoda pro: project s více příjemci v rámci program Erasmus+" as the official Czech version signed) (hereinafter referred to as - Grant Agreement), governs the relationship between:

### COORDINATOR - Tomas Bata University in Zlín

REGISTERED OFFICE: Nám. T. G. Masaryka 5555, 760 01 Zlín, Czech Republic

ID: 70883521

Represented by: prof. Mgr. Milan Adámek, Ph.D., Rector

Name of the Bank:	KOMERCNI BANKA, A.S.
Address of the Bank:	Tr. T. Bati 152, 761 20 Zlín, Czech Republic
IBAN:	[REDACTED]
Swift Code:	[REDACTED]

Hereinafter known as "the COORDINATOR"

AND



### PARTNER - Technologické inovační centrum s.r.o.

Registered office: Vavrečkova 5262, 760 01 Zlín

ID: 26963574

Represented by, position: Ing. Lukáš Trčka, Ph.D., CEO

Name of the Bank:	KOMERCNI BANKA, A.S.
Address of the Bank:	Tr. T. Bati 152, 761 20 Zlín, Czech Republic
IBAN:	[REDACTED]
Swift Code:	[REDACTED]

Hereinafter known as "the PARTNER"

**HAVE AGREED AS FOLLOWS:**



## **Article 1/ Subject of the Partnership Agreement**

- 1.1 The subject of the Partnership Agreement is to define the organization of the Partnership by regulating the rights and obligations of the COORDINATOR and the PARTNER in order to successfully implement the Erasmus+ project.
- 1.2 The respective Grant Agreement Nr. 2020-1-CZ01-KA203-078381 signed between the COORDINATOR and the Czech National Agency for International Education (hereinafter known as "National Agency") and all its annexes are integral part of the Partnership Agreement, and takes precedence over it. In more detail, all terms and conditions, articles, annexes and guidelines stated in the Grant Agreement for Erasmus+ project are part of the Partnership Agreement. The COORDINATOR and the PARTNER shall be bound to the Partnership Agreement and the Grant Agreement. This includes any further amendments to the Grant Agreement which will be approved by the National Agency.
- 1.3 On the basis of the Partnership Agreement, the COORDINATOR and the PARTNER shall contribute to the implementation of the Grant Agreement together with the other PARTNERS involved in the Erasmus+ project in accordance with the terms and conditions as stated in the Grant Agreement.
- 1.4 The parties shall carry out the work in accordance with the Grant Agreement including Approved budget of the project and approved activities, the Appendix I – Terms & Conditions, the Project Application form and the Partners responsibilities overview, using their best efforts to achieve the objectives and the results specified therein.
- 1.5 The parties shall carry out all tasks in accordance with professional standards and shall observe ethical principles and confidentiality.

## **Article 2/ Duration of the Erasmus+ project and Partnership Agreement**

- 2.1 The duration of the Erasmus+ project is 36 (thirty-six) months and it has to be implemented in the time period September 1, 2020 - August 31, 2023.
- 2.2 The Partnership Agreement shall enter into force on the date when it has been signed by both parties, the contract shall have retroactive effect from the starting date of eligibility period laid down in the Grant Agreement.
- 2.3 The period of eligibility of the PARTNER expenses starts on September 1, 2020 and finishes on August 31, 2023.
- 2.4 The Partnership Agreement shall remain in force until the COORDINATOR has discharged in full its obligations arising from the Grant Agreement with the National Agency.

### **Article 3/ Obligations of the COORDINATOR**

The COORDINATOR shall undertake:

- 3.1 to take all steps necessary to prepare and correctly manage the work programme set out in this Partnership Agreement, in accordance with the objectives of the Erasmus+ project as set out in the Grant Agreement concluded between the National Agency and the COORDINATOR;
- 3.2 to transmit to the PARTNER copies of official documents such as the Grant Agreement signed with the National Agency and to inform about any modifications made to the Grant Agreement undertaken with the National Agency;
- 3.3 to comply with all the provisions of Grant Agreement binding the COORDINATOR to the National Agency.

### **Article 4/ Obligations of the PARTNER**

The PARTNER shall undertake:

- 4.1 to take all steps necessary to prepare for and correctly manage the work programme set out in this Partnership Agreement, in accordance with the objectives of the Erasmus+ project as set out in the Grant Agreement concluded between the National Agency and the COORDINATOR,
- 4.2 to commit to all agreed timetables,
- 4.3 to comply with all the provisions of Agreement binding the COORDINATOR to the National Agency,
- 4.4 to communicate to the COORDINATOR any information or document required by the latter that is necessary for the management of the Erasmus+ project,
- 4.5 to accept responsibility for all the information communicated to the COORDINATOR including details of costs claimed and, where appropriate, ineligible expenses,
- 4.6 to meet the deadlines of the work plan determined by the COORDINATOR,
- 4.7 to report Financial Settlement with all supporting documents in the period till June 30 and till December 31 of the implementation year according to the requirements of the COORDINATOR for the purposes of an overview of drawing and closing the accounts of the implementation year. This Financial Settlement will be sent to the COORDINATOR by the 10th of the following month,
- 4.8 if the COORDINATOR requests, to inform the COORDINATOR about the circumstances related to the Solution of the Project part, especially about any fact that could affect the Solution of the Project part, the implementation of the implementation plan, and at the request of the Beneficiary on the Project, inform the COORDINATOR about the concluded contracts with suppliers and the content of their performance, while the Other



Participant is obliged to prove at the request of the COORDINATOR that it meets the obligations set out in the rules for providing support, within the period specified in the call.

**Article 5/ Payment of Funding and Modalities**

- 5.1 The COORDINATOR will transfer the funding, received from the National Agency, to the PARTNER's account for activities that fully comply with the Description of the action of the Erasmus+ project, and are carried out in accordance with the conditions stated in the Grant Agreement and in the Partnership Agreement.
- 5.2 All payments shall be made to the PARTNER's bank account, denominated in EUR.
- 5.3 The funding received by the PARTNER has to be strictly and solely dedicated to the Erasmus+ project only.
- 5.4 The planned budget of the PARTNER is given in the table below, stating the categories of the Erasmus+ project expenses, and is expressed in EUR, in accordance with the Grant Agreement. Complete budget is listed in the Grant Agreement.

	Budget line:	EUR
I	Project Management and Implementation	9 000
II	Transnational Project Meetings	2 670
III	Intellectual outputs	54 725
VI	Total Grant	66 395

- 5.5 At the end of the Erasmus+ project, the actually spent amounts of funding may be lower than the ones initially approved. They shall under no circumstances exceed the amounts stated in the Grant Agreement and in the Partnership Agreement.
- 5.6 The final amount transferred by the COORDINATOR to the PARTNER will be defined only once the Final report and the total Erasmus+ project grant has been confirmed by the National Agency.

5.7 Payments to the PARTNER shall be made according to the following planned schedule:

- 5.7.1. The instalment of pre-financing payment: the COORDINATOR will transfer 40% (forty percent) of the PARTNER's total EU grant, if the following conditions have been fulfilled:
- ° the Partnership Agreement is signed;
  - ° the PARTNER has provided correct bank account information and
  - ° the payment will be made within 30 (thirty) working days after the Partnership Agreement has been signed.

As soon as the PARTNER spent 70% of the advance payment, the interim report, including the documents on the drawdowns, must be prepared no later than for the period from the beginning of the project to January 31, 2022. This interim report must be sent to the COORDINATOR no later than February 10, 2022.

If the interim report shows that less than 70% of the first advance was used to cover the project costs, the PARTNER must submit another interim report as soon as at least 70% of the first advance has been used. The report must be considered as a request for another advance and must specify the required amount of the advance up to the amount corresponding to 40% (forty percent) of the PARTNER's total EU grant.

The PARTNER must prepare a Partial Report on the implementation of the project by November 10, 2022 including documents on the drawdowns concerning the reporting period from the submission of the interim report to October 31, 2022.

- 5.7.2. Balance payment will be paid to the PARTNER within 60 (sixty) working days after the COORDINATOR has received the payment of the balance from the National Agency, if the following conditions have been fulfilled:
- ° Partner Financial Settlement has been submitted and has shown eligibility of activities and expenditure carried until December 31 of each implementation year. Deadline for submitting the Financial Settlement is January 10 of each implementation year.
  - ° Copies of financial and all supporting documents are submitted together with the partner Financial Settlement.
  - ° Partner Interim Report has been submitted and has shown eligibility of activities and expenditure carried until 70 % of the advance payment is exhausted or until January 31, 2022. Deadline for submitting the Interim Report is February 10, 2022, depending on what happens first.
  - ° Copies of financial and all supporting documents are submitted together with the partner Interim Report.
  - ° Partner Partial Report has been submitted and has shown eligibility of activities and expenditure carried until October 31, 2022. Deadline for submitting the Partial Report is November 10, 2022.

- ° Copies of financial and all supporting documents are submitted together with the partner Partial Report.
- ° Partner Final Report has been submitted and has shown eligibility of activities and expenditure carried until August 31, 2023. Deadline for submitting the Final Report is October 9, 2023.
- ° Copies of financial documents are submitted together with the partner Final Report.

By sending an interim report, PARTNER confirms that the information provided in the request for payment is complete, reliable and true. It further confirms that the costs incurred can be considered eligible in accordance with the Grant Agreement and that the request for payment is supported by appropriate supporting documents that can be submitted in connection with the controls or audits described in the contract with the National Agency.

- 5.8. Payments by the COORDINATOR shall be deemed to be effected on the date when they are debited to the COORDINATOR'S account.
- 5.9. Only expenditure stated in the Grant Agreement and declared eligible by the National Agency will be financed. All financial rules are subject to the provisions of the Grant Agreement Terms & Conditions, which is annexed to this Partnership Agreement, unless otherwise provided in this Partnership Agreement.

#### **Article 6/ Payment of Funding and Modalities**

- 6.1 If the National Agency refuses to accept definite expenditure carried by the PARTNER in the definite reporting period, the COORDINATOR has rights to reduce the total amount of this expenditure from the following payment.
- 6.2 If the National Agency should - based on the provisions of the Grant Agreement - request the repayment of EU contribution from the COORDINATOR, the COORDINATOR shall ask the PARTNER that has caused the irregularity resulting in repayment of the EU contribution unduly paid funding, according to the request of the National Agency.
- 6.3 The PARTNER has to respect the deadline given by the National Agency to the COORDINATOR for the repayment of EU contribution and transfer the requested EU contribution to the COORDINATOR.

#### **Article 7/ Accounting, record keeping and reporting**

- 7.1 Only actually incurred eligible costs of the Erasmus+ project are recorded and declared as the Erasmus+ project expenses, in accordance to the conditions and requirements stated in the Grant Agreement.
- 7.2 The PARTNER has to record thoroughly and to keep all the Erasmus+ project documentation, inter alia original procurements' documentation, invoices, debit notes, receipts, bank statements and any other financial documents for every item of expense for 10 (ten) years starting from the date of payment of the balance.



- 7.3 The PARTNER is fully liable for application of accounting system complying with the national laws and regulations and ensuring visibility and transparency of any Erasmus+ project expense.
- 7.4 The PARTNER has to make available without any delay and in due course any documentation on the Erasmus+ project finance and activities required by the National Agency and by the COORDINATOR.
- 7.5 The PARTNER is aware of the fact that the COORDINATOR will not compensate for the ineligibility of costs caused by any violation of the Grant Agreement or the Partnership Agreement, for which the PARTNER is responsible. Any PARTNER's costs which would be assessed as ineligible by the National Agency need to be either deducted from the following payments to be done by the COORDINATOR to the PARTNER (if such are planned) or reimbursed by the PARTNER to the COORDINATOR who will forward the ineligible amount to the National Agency.
- 7.6 The COORDINATOR may reject to approve expenditure which is not justified under the Erasmus+ project and is not in line with the rules set out in the Grant Agreement.
- 7.7 All financial reports to be elaborated by the PARTNER should be prepared in Euro. In a case the PARTNER is operating in the country which has not adopted the Euro as an official currency, the PARTNER shall convert the amounts of expenditure incurred in national currency into Euro.
- 7.8 The expenditures shall be converted into Euro. The monthly exchange rate set by the European Commission valid on the day of signing the Grant Agreement by the last party of the contract will be used for the entire duration of the Erasmus+ project and is available here: [https://ec.europa.eu/info/funding-tenders/how-eu-funding-works/information-contractors-and-beneficiaries/exchange-rate-infoeuro\\_cs](https://ec.europa.eu/info/funding-tenders/how-eu-funding-works/information-contractors-and-beneficiaries/exchange-rate-infoeuro_cs).

#### **Article 8/ Information and Publicity**

- 8.1 The PARTNER is equally responsible to promote the fact that financing is provided from the European Union in the framework of the Erasmus+ Programme.

#### **Article 9/ Liability**

- 9.1 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.

#### **Article 10/ Termination of the Partnership Agreement**

- 10.1 The Partnership Agreement shall be terminated with immediate effect without giving rise to legal proceedings within a period of one month following notification by registered letter: in the event of abuse, fraud or failure to comply with a clause of the Partnership Agreement; if the services provided by the PARTNER no longer meet the operational requirements; should the PARTNER be declared bankrupt.



In all of these cases, the Contractor is entitled to terminate the Partnership Agreement without offering any compensation whatsoever and the PARTNER must return the advances to the COORDINATOR.

- 10.2 The PARTNER shall immediately notify the Contractor, supplying all relevant information, of any event likely to prejudice performance of this Partnership Agreement, including all changes related to the Erasmus + Project (especially changes in the position of the main contact person, problems with costs expenditure, etc.).

#### **Article 11/ Jurisdiction clause**

11.1 The law applicable to this Partnership Agreement shall be the law of the Czech Republic.

11.2 All outputs created within the Erasmus+ project activities are property of the contracting parties and each party has right to:

- a) view, reproduce and multiply all products created within the Erasmus+ project activities;
- b) to reproduce and distribute all products created within the Erasmus+ project activities in printed form, including print-on-demand;
- c) to translate all products created within the Erasmus+ project activities into other languages;
- d) to reproduce all products created within the Erasmus+ project activities using photomechanical or similar means including, but not limited to photocopy, and the right to distribute these reproductions;
- e) to reproduce and distribute all products created within the Erasmus+ project activities electronically or optically on any and all data carriers or storage media.

#### **Article 12/ Validity, dissolution**

12.1 The Partnership Agreement shall expire regardless of outstanding obligations which remain in effect due to its implementation and completion in the following cases:

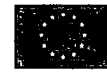
- a) the National Agency withdraws its pledges or
- b) the PARTNER and the COORDINATOR jointly decide to terminate the Agreement.

#### **Article 13/ Final provisions**

13.1 The contracting parties have agreed to process personal data in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and the repealing Directive 95/46/EC, and other related legislation including, without limitation, the Act No. 110/2019 Coll., on personal data processing.

13.2 Any and all amendments and supplementations to this Partnership Agreement as well as its annulment shall be in writing under pain of being null and void. The above shall also apply to repealing the written form requirement.





- 13.3 If separate provisions of this Partnership Agreement are or turn out to be invalid, it shall not invalidate the remaining provisions. Every invalid provision shall be replaced by a proper regulation which shall correspond to the purpose of the invalid provision as best as possible.
- 13.4 This Partnership Agreement is drawn in two copies in English, each of which has the validity of an original, with each Party receiving one copy.
- 13.5 Both Parties declare, that there is general duty to insert this Partnership Agreement to the Register of contracts in accordance with Act no. 340/2015 Coll. Therefore both Parties agree, that COORDINATOR will ensure insert this Partnership Agreement to the Register of contracts.
- 13.6 Both Parties declare, that they have acted in accordance with this Partnership agreement before signing it. Therefore the parties consider legal acts taken before signing of this Partnership agreement as actions taken in accordance with this Partnership agreement and are binding on them.
- 13.7 By signature of this Partnership agreement parties make up for the lack of form consisting in the non-disclosure this Partnership agreement in the Register of contracts.

## **ANNEXES**

All annexes are in digital form and are part of this agreement. Both parties declare that they have all annexes available and have been familiarized with them.

Annex I – Grant agreement including Approved budget of the project and approved activities between the Coordinator and National Agency (original version in Czech)

Annex II – Appendix I – Terms & Conditions (original version in Czech)

Annex III – Project Application form - submitted version

For the COORDINATOR

In Zlín on 28-06-2023



Signature

**prof. Mgr. Milan Adámek, Ph.D.**

Rector of the Tomas Bata University in Zlín

For the PARTNER

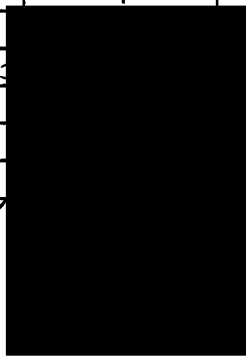
In Zlín on 27.7.2023



Signature

**Ing. Lukáš Trčka, Ph.D.**

CEO

Odpovídá	Datum	Podpis
PO/OO		
EO	<u>26.6.23</u>	
Věcně		
Správce rozpočtu		