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Erasmus+ KA2 Cooperation partnership project Education, training and innovations in conversion to organic farming – ETICOF No. 2022-1-SK01-KA220-HED-000086079

reg. č. 6/1-420/2023/879

PARTNER AGREEMENT

Erasmus+

Key Action 220 – Cooperation partnerships

Project title: Education, training and innovations in conversion to organic farming – ETICOF

Project number: 2022-1-SK01-KA220-HED-000086079

Agreement between the project Coordinator and the Partner

This agreement drawn up under the Erasmus+ Programme Key Action 2 shall govern relations between:

Full official name of the

coordinator [ACRONYM]: **Slovenská poľnohospodárska univerzita v Nitre [SUA]**

Official legal status or form: **public institution**

Full official address: **Trieda Andreja Hlinku 2, 949 76 Nitra**

Official registration number: **00397482**

VAT number: **SK2021252827**

OID number: **E10208910**

Represented by: **doc. Ing. Klaudia Halászová, PhD., Rector**

hereinafter referred to as “the Coordinator” on the one part,

and

Full official name of the

partner [ACRONYM]: **Jihoceska univerzita v Ceskych Budejovicich [JUCB]**

Official legal status or form: **public institution**

Full official address: **Branišovská 1645/31a, 370 05 České Budějovice**

Official registration number: **60076658**

VAT number: **CZ60076658**

OID number: **E10208936**

Represented by: **prof. PhDr. Bohumil Jiroušek, Dr., Rector**

hereinafter referred to as “the Partner” on the other part,

hereinafter collectively referred to as “Parties”, which have agreed as follows:



Article 1. Subject

1. The Coordinator and the Partner commit themselves to carrying out the work programme covered by this Agreement. This Agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project with the Grant Agreement number 2022-1-SK01-KA220-HED-000086079, signed between the National Agency (NA) and the Coordinator.

This work programme comes under the Grant Agreement number 2022-1-SK01-KA220-HED-000086079 signed between the Coordinator and the National Agency.

The total costs of the project for the contractual period referred by the Grant Agreement number 2022-1-SK01-KA220-HED-000086079 is estimated at **400 000 EUR**.

2. The subject matter of this Agreement, the related work programme, the budget, and the Grant Agreement number 2022-1-SK01-KA220-HED-000086079 and its annexes are detailed in the Annex I. and II. which form an integral part of this Agreement and each party declares to have read and approved.
3. The final financial contribution shall depend on the evaluation of the quality of results of the project with the Grant Agreement No. 2022-1-SK01-KA220-HED-000086079 pursuant to the rules laid down at Community level, but shall, under no circumstances, give rise to a profit.

Article 2. Duration and entry into force

1. The project referred to in Article 1 has a duration of **36 months**. It starts on **1 June 2023** and ends on **31 May 2026**.
2. This agreement becomes valid on the date of signature by the last of both parties to this agreement and terminates at the moment of payment of the balance, as mentioned in Article 7.1. This Agreement shall enter into force on the day following its publication.
3. The period of eligibility of the costs starts on **1 June 2023** and finishes on **31 May 2026**.

Article 3. Obligations of the Coordinator

The Coordinator shall undertake:

1. To take all steps necessary to prepare for, perform and correctly manage the work programme set out in this agreement and its annexes, in accordance with the objectives of the project as set out in the Grant Agreement concluded between the National Agency and the Coordinator.
2. To send to the Partner a copy of the Grant Agreement No. 2022-1-SK01-KA220-HED-000086079 and its annexes, concluded with the National Agency, and of the various reports and of any other official document concerning the project.
3. To notify and provide the Partner with any amendment to the Grant Agreement No. 2022-1-SK01-KA220-HED-000086079 concluded with the National Agency and any relevant information concerning the Grant Agreement.



4. 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.
5. To comply with all the provisions of the Grant Agreement No. 2022-1-SK01-KA220-HED-000086079 binding the Coordinator to the National Agency.
6. Specifically in terms of the project implementation:
 - a) Monitor that the Project is implemented in accordance with the Agreement and coordinate the work of the project partners.
 - b) be the intermediary for all communications between the beneficiaries and the NA
 - provide the NA with the information related to any change in the name, address, legal representative as well as in the legal, financial, technical, organisational or ownership situation of any of the beneficiaries, or to any event likely to affect or delay the implementation of the Project
 - bear responsibility for supplying all documents and information to the NA which may be required under the Agreement, the Coordinator shall bear responsibility for obtaining and verifying this information before passing it on to the NA;
 - c) make the appropriate arrangements for providing any financial guarantees required under the Agreement.

Article 4. Obligations of the partner

The Partner shall undertake:

1. To take all steps necessary to prepare for, perform and correctly manage the work programme set out in this agreement and its annexes, in accordance with the objectives of the project as set out in the Grant Agreement No. 2022-1-SK01-KA220-HED-000086079 concluded between the National Agency and the Coordinator pursuant to the documents received from the Coordinator.
2. To comply with all the provisions of the Grant Agreement No. 2022-1-SK01-KA220-HED-000086079 binding the Coordinator to the National Agency.
3. To communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project.
4. To accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses.
5. To define in conjunction with the Coordinator the role, rights and obligations of the two Parties, including those concerning the attribution of the intellectual property rights.

Article 5. Financing

1. The total Erasmus+ contribution to the Partner shall be a maximum amount of **74.708,00 EUR**.



2. Where check or audit is initiated before the payment of the balance, the Coordinator shall provide any information, including information in electronic format, requested by the NA or by any other outside body authorised by it.
3. Where check or audit is initiated after the payment of the balance, such information shall be provided by the Partner to the Coordinator.
4. In case the Partner does not comply with the obligations set out above, the Partner acknowledges that the NA may consider:
 - a) any cost insufficiently substantiated by information provided by the Partner as ineligible,
 - b) any unit contribution insufficiently substantiated by information provided by the Partner as unreasonable.
5. The Partner is required to present timely to the Coordinator interim declarations of the total expenditures related to the undertaken work.
6. The Partner agrees to supply, in due time, to the Coordinator all the information that latter finds necessary concerning the implementation of the present agreement: the data needed to draw up the reports, financial statements and other documents provided for in the Agreement, as well as the necessary documents in the event of audits, checks, evaluation and monitoring or any other information to be provided to the NA according to the Grant Agreement, except where the Grant Agreement requires that such information is submitted directly by the beneficiary to the NA.
7. The Partner shall promptly inform the Coordinator of any delay in the performance of the activities undertaken by the Partner under the present Agreement.
8. Declarations of expenditure shall be made in EURO.
9. Where the Partner keeps its general accounts in a currency other than EURO, it shall convert costs incurred in another currency into EURO. Any conversion into EURO of costs incurred in other currencies will be made by the beneficiary using the daily exchange rate set by the European Central Bank.
10. All official communication and reports will be submitted in English.

The Coordinator shall provide the Partner with the appropriate forms for the financial reports and the respective instructions for filling them out.

The coordinator is responsible for writing the interim report, the progress report and the final report and submit them on time to the NA.

Article 6. Payments



The Coordinator commits himself to carrying out payments, relating to the subject matter of this Agreement to the Partner according to the achievement of tasks and according to the following schedule:

- 1st pre – financing payment: 40% of the amount specified in paragraph 1 of the Article 5 after the National Agency releases the first pre – financing payment to the Coordinator, no later than 15 days after signing this agreement,
- 2nd payment: 40% of the amount specified in paragraph 1 of the Article 5 upon completion of agreed tasks, outputs in the workplan and timely submission of all information necessary to prepare and submit the Interim report no later than on 31 December 2024, and after approval of the quality of outputs by the National Agency, no later than 15 days after the National Agency releases the 2nd payment to the Coordinator,
- Final balance: up to 20% of the remaining subsidy – the balance based on approved costs will be paid once the Partner's contractual duties have been fully met and all the necessary supporting documentation has been received and the Final report has been prepared and submitted no later than on 31 July 2026, and after the National Agency approves the final report, no later than 15 days after the National Agency releases the balance payment to the Coordinator.

1. All payments except the final balance shall be regarded as advances pending explicit approval by the National Agency of the final report, the corresponding cost statement and the quality of results of the project.

Article 7. Bank account

1. All payments shall be made in EURO to the bank account of the Partner:
 - name of the bank: Československá obchodní banka, a.s. (ČSOB)
 - address of the bank: Lannova tř. 11/3, Česé Budějovice
 - precise denomination of the account holder (it must match with the Partner):
 - full account number (including bank codes): 104725778/0300
 - IBAN code: CZ20 0300 0000 0001 0472 5778 SWIFT code: CEKOCZPP

Article 8. Record keeping and reporting

1. The Partner shall keep all original documents of expenses incurred, especially separated accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and the conditions laid down therein, for a period of five years starting from the date of payment of the final balance, unless a longer duration is required by the national law. This period shall be longer if there are ongoing audits, appeals, litigation or pursuit of claims concerning the grant.

Article 9. Monitoring and supervision

1. The Partner shall provide without undue delay the Coordinator with any information that the latter may request from the Partner concerning carrying out the work programme covered by this Agreement.



2. The Partner shall make available to the Coordinator any document necessary making it possible to check that the aforementioned work programme is being or has been carried out.
3. The obligations described in Article II.19 of the General Conditions of the Grant Agreement No. 2022-1-SK01-KA220-HED-000086079 apply mutatis mutandis to the Coordinator and Partner.

Article 10. Checks and audits

1. The partner acknowledges that the coordinator may be the subject of control, evaluation or audit:
 - a) system checks or on-the-spot visits carried out by a National Agency or an external audit firm during the implementation of the project or after the end of the project,
 - b) in-depth inspection of documents in the premises of the National Agency during or after the final report review,
 - c) an audit by the European Commission, a National Agency or the European Court of Auditors during the duration of the project and 5 years after the payment of the final balance.

The partner will make available to the coordinator all supporting documentation requested by the said check and audit authorities during the said checks, evaluation or audit.

Article 11. Liability

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, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.
2. The Partner shall protect the Coordinator and its personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this Agreement, to the extent that these damages are not due to the serious or intentional negligence of the Coordinator or its personnel.
3. The aggregate liability of the Partner shall not exceed the total amount of payment received under this agreement.

Article 12. Termination of the Agreement

1. The Coordinator may terminate the Agreement 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. The Parties state that they are aware of the coronavirus epidemic and the war conflict in Ukraine and the related measures in force at the time of signing the Agreement, which shall not be considered a force majeure situation with regard to this agreement.
2. The Partner shall immediately notify the coordinator, supplying all relevant information, of any event likely to prejudice the performance of this Agreement.



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Article 13. Jurisdiction clause

1. Failing amicable settlement, the Courts of Slovak Republic shall have sole competence to rule on any dispute between the contracting parties in respect to this Agreement.
2. The law applicable to this Agreement is the law of the Slovak Republic.

Article 14. Amendments or additions to the Agreement

1. Amendments to this Agreement shall be made only by supplementary agreement signed on behalf of each of the Parties by the signatories to this Agreement or by other legal representatives of the Parties.

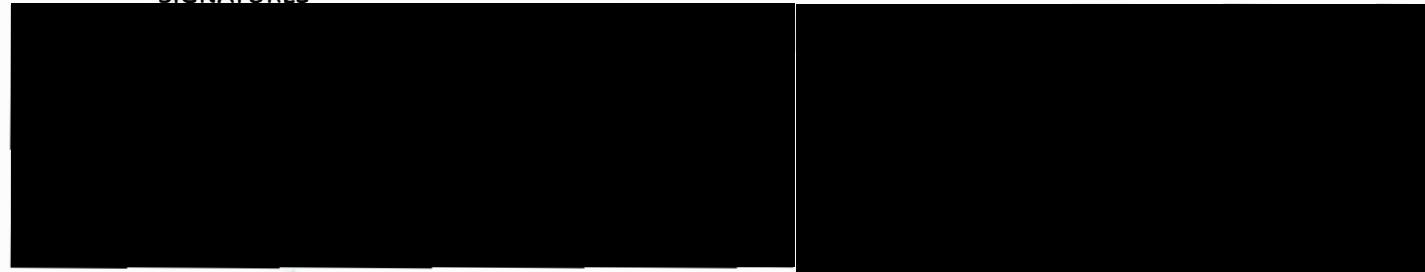
Article 15. Data protection

1. By signing this Agreement, the Parties acknowledges that the personal data necessary for the conclusion and performance of the Agreement (contact details) shall be processed by the Parties on the basis of their legitimate interest in the conclusion and performance of the Agreement in compliance with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter “GDPR”), and with the applicable data protection regulations of Slovakia and Czech Republic, with respect to their data protection prospectus.
2. Parties declare that they have fully informed the concerned persons of the data processing and of their rights in relation thereto and that they are entitled to transfer the personal data to the other party. The Parties acknowledge that they shall be liable to the other Party for any breach or failure to perform their obligations on data protection.

Annexes

- I. Grant Agreement concluded between the Coordinator and the National Agency
- II. Detailed budget relating to the activities of the Partner

SIGNATURES



Done at České Budějovice, on

24 -07- 2023

JIHOČESKÁ UNIVERZITA
V ČESKÝCH BUDĚJOVICích (35)
Fakulta zemědělských věd a politických
oddělení větších vztahů
Studentská 1668, 37005 České Budějovice

Done at Nitra, on 15.8.2023

SLOVENSKÁ POL'NOHOSPODÁRSKA
UNIVERZITA V NITRE
Trieda Andreja Hlinku 2, 949 76 Nitra
IČO: 00 397 482



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Annex I. Grant Agreement with all its annexes concluded between the Coordinator and the National Agency

II. Detailed budget relating to the activities of the Partner

PARTNER BUDGET	
Budget headings	
WP1 – Project management	15.000,00,- EUR
WP2 – Curriculum and Farmers survey and evaluation for the conversion to organic farming	8.914,00,- EUR
WP3 – Pedagogical guide	18.866,00,- EUR
WP4 – Innovative educational material and Exemplary Model Course	16.648,00,- EUR
WP5 – Practice-oriented materials	15.280,00,- EUR
TOTAL	74.708,00,- EUR