



Co-funded by
the European Union

Partnership Agreement

entered into under Section 1746(2) of Act No. 89/2012, the Civil Code, as amended
(hereinafter the “Civil Code”)

Beneficiary: **Palacký University Olomouc**
Registered office: Křížkovského 511/8, Olomouc, Postcode: CZ-771 00, Czech Republic
ID No.: 61989592
Tax ID No.: CZ00216275
Represented by: Prof. MUDr. Martin Procházka, Ph.D., Rector
(hereinafter the “Beneficiary”)

and

Partner: **Humboldt-Universität zu Berlin**
Registered office: Unter den Linden 6, 10099 Berlin
ID No.: 999 850 781
Tax ID No.: DE 137176824
Represented by: Prof. Dr. Julia von Blumenthal, President
(hereinafter the “Partner”)

(the Beneficiary and the Partner hereinafter collectively the “Parties”)

on the day, month and year stated below, enter into this
Partnership Agreement
(hereinafter the “Agreement”)

Article 1

Recitals

1. The Parties enter into this Agreement under Grant agreement for a project with multiple beneficiaries under the ERASMUS+ Project No. **2023-1-CZ01-KA220-HED-000157248** (hereinafter the “Grant Agreement”) entered into by the Beneficiary and the Czech National Agency for International Education and Research, based at Na poříčí 1035/4, 110 00, Prague 1 - Nové Město, ID No.: 61386839 (hereinafter the “Agency”) under Regulation (EU) 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing Erasmus+: the Union Programme for

education and training, youth and sport and repealing Regulation (EU) No 1288/2013 (hereinafter the “Regulation”).

2. The Agency awarded a grant to the Beneficiary to fund a project entitled **Chinese Grammar Platform** (hereinafter the “Project”) as part of the Erasmus+ programme, Key Action 2: Partnerships for Cooperation (hereinafter the “Programme”).
3. The Project will last for **36** months starting on **December 01, 2023** and terminating on **November 30, 2026**.
4. The maximum grant amount equals **EUR 400 000,00**.

Article 2

Subject-matter and Purpose

1. This Agreement governs the roles and responsibilities of the Beneficiary and the Partner as well as their rights and obligations related to the purpose hereof.
2. The purpose of this Agreement is to implement a project specified in Article 1 hereof.
3. In implementing the Project, the Parties shall comply with this Agreement, the Grant Agreement as well as applicable laws and regulations.
4. The Parties further agree to comply with the following documents and annexes hereto which they have read before the execution hereof:
 - The latest Erasmus+ Programme Guide published by the European Commission;
 - Annex No. 1: Grant Agreement for the Erasmus+ Programme
 - Annex No. 2: Project description
 - Annex No. 3: Authorization granted to the Beneficiary by the Partner
 - Annex No. 4: Reporting timetable
5. The Parties have agreed that the Partner will be represented by the Beneficiary under an authorization granted as Annex No. 3 hereto in any dealings with the Agency.

Article 3

Rights and Obligations of the Parties

1. The Parties shall refrain from any acts that may frustrate or hinder the purpose of this Agreement; the Parties shall act in a way that does not jeopardize the implementation of the Project and the interests of the other Party.
2. The Parties shall inform each other of any facts relevant for the performance hereof including, without limitation, any circumstances that compromise or may compromise due and timely implementation of the Project or that may cause the suspension of the Project.
3. The Parties agree to be fully liable for any activities to be performed hereunder to meet the purpose hereof until the implementation of the Project terminates.
4. The Beneficiary agrees to communicate with the Partner on a regular basis during the implementation of the Project and inform the Partner of the progress in implementation. To this effect, a Project team has been established with one representative of each Party:
 - Beneficiary’s representative: [REDACTED]
 - Partner’s representative: [REDACTED]

The meetings of the Project team will be held as necessary, but not less than every six months or at times defined by the Beneficiary. The meetings of the Project team will be convened by the representative of the Beneficiary in the Project team by e-mail sent to the Partner’s address not later than 14 calendar days before the meeting. The Project team may deal with current issues related to

the Partnership and further needs for the implementation of the Project. The Parties will notify each other of any changes in the Project team without undue delay, but not later than 5 days after the change. An amendment hereto need not be made to change the Project team.

5. The rights and obligations of the Beneficiary include, without limitation:
 - a) making sure that the Project is implemented duly and timely in accordance with the terms of the Grant Agreement;
 - b) managing the Project;
 - c) providing the Partner with documents, data, and information necessary to perform the Partner's obligations;
 - d) processing and submitting reports on Project implementation and payment requests;
 - e) reimbursing Partner's eligible costs.
6. The Partner's rights and obligations include, without limitation:
 - a) meeting the conditions defined by international, EU and domestic legislation, this Agreement, including the Annexes hereto,
 - b) informing the Beneficiary, without undue delay, of any fact or circumstance that the Partner learns and that may affect the implementation of the Project or cause delay in its implementation;
 - c) informing the Beneficiary, without undue delay, of its legal, financial, technical, or organizational situation or a change in its ownership structure, or a change of its name, address, or representative;
 - d) performing timely and duly all activities that the Partner agreed to perform under Article 4 hereof;
 - e) using the funds received only to cover costs related to Project implementation and specified in the approved budget;
 - f) keeping separate accounts of all costs and expenses of the Project, duly posting all revenues and expenses, or income and costs, related to the Project in accordance with applicable legislation to make sure that all revenues and expenses are related directly to the Project;
 - g) providing the Beneficiary with all details necessary to draw up reports, financial statements, and other relevant documents in accordance with Annex No. 4;
 - h) providing the Beneficiary, with sufficient time in advance, with all documents necessary to carry out audits, inspections and Project evaluation;
 - i) providing the Beneficiary, with sufficient time in advance, with other details and documents submitted to the Commission or Agency related to Project implementation unless the Partner is required to provide such documents itself;
 - j) complying with all requests for inspection by the Agency or another competent auditing body;
 - k) creating conditions to carry out an inspection of the Project, providing all competent persons with all documents related to the implementation of the Project, enabling continuous checking of compliance of the details specified in the reports on Project implementation with the actual situation at the place of implementation, and providing assistance to all persons authorized to carry out the inspections, or their agents;
 - l) making sure that any defects in Project implementation are remedied without undue delay, but not later than by the dates set by the Beneficiary or the Agency;
 - m) cooperating with the Beneficiary on preparing any changes in the Project;
 - n) keeping all documents related to the Project under conditions and for periods defined the Grant Agreement or annexes thereto.

Article 4

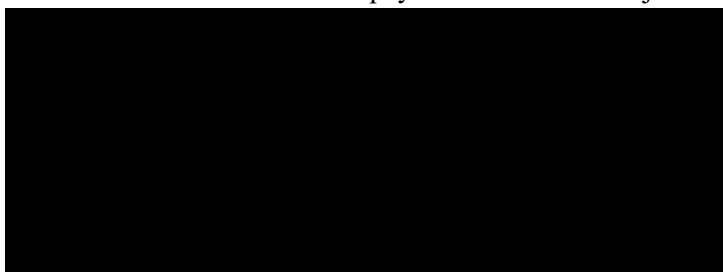
Activities of the Beneficiary and the Partner

1. The Beneficiary is responsible for coordination, management, and implementation of the Project.
2. The Beneficiary shall carry out all activities that are to be carried out under the Project application.
3. The Partner shall carry out all activities that are to be carried out under the Project application. The Partner represents to have read the Project application in advance of the execution hereof.

Article 5

Budget and Payment Terms

1. The total of Partner's eligible costs of the Project equal **EUR 73 000,00**.
2. The Partner shall make sure that any costs incurred as part of the Project, related to the activities of the Project and not covered by the grant (including, without limitation, non-eligible costs) are covered to meet the purpose of the Agreement and its due and timely implementation.
3. The Partner is not entitled to claim reimbursement by the Beneficiary of costs that the Agency finds non-eligible.
4. The costs of the Project implementation will be paid to the Partner as follows:
 - An advance payment of 40 % by 30 calendar days after the signature of the Partnership Agreement.
 - Second advance payment of up to 40 % by 30 calendar days after receiving the interim payment from the Czech National Agency.
 - Final payment of the remaining eligible costs to be paid within 30 calendar days after receiving the final payment from the Czech National Agency. The amount of the payment is dependent on the Czech National Agency's assessment of compliance with all requirements, authenticity, completeness and accuracy of the content of the final report.
5. The Partner's bank account to pay the costs of the Project:



6. Any payments made by the Beneficiary to the Partner are deemed to be made on the date they are debited off the Beneficiary's account.
7. The bank fees related to the transfers will be borne by the Parties as follows:
 - The Beneficiary will pay the fees charged by the Beneficiary's bank.
 - The Partner will pay the fees charged by the Partner's bank.
 - If any of the transfers needs to be repeated due to fault of either of the Parties, such Party will bear all the costs related to the transaction.

Article 6

Project Results Use, including Intellectual Property Rights

Dissemination of the Erasmus+ Outcomes

1. In addition to Article 16.3 of the Grant Agreement, the Partner shall make available online free of charge and open-access any teaching materials developed as part of the Project.
2. If such materials are protected by any personality rights or third-party rights (including intellectual property rights), the Partner shall make sure to comply with its obligations under Article 16.1 of the

Grant Agreement including, without limitation, obtaining any licences and authorizations from persons involved.

3. The Beneficiary shall make sure that the website is functional and up to date.
4. The Beneficiary shall publish the Project results on the website for Erasmus+ results (<http://ec.europa.eu/programmes/erasmus-plus/projects>) in accordance with the instructions published therein. To this effect, the Partner shall provide the Beneficiary with any assistance that may be necessary.

Article 7

Liability for Damage

1. The Beneficiary is liable, in legal and financial terms, to the Agency for correct and lawful use of the Grant by the Partner.
2. The Partner is liable to the Beneficiary and third parties for any damage incurred as a result of breaching the Partner's obligations under this Agreement or under applicable legislation.
3. If any penalty (including, without limitation, contractual penalty, late payment interest, damages, or a fine) is imposed on the Beneficiary as a result of Partner's breach of any of its obligations, or if the Beneficiary is ordered to return the Grant or a part thereof to the Agency, the Partner shall reimburse the Beneficiary for the penalties or return the Grant within 30 days after receiving the notice to pay the respective amount. The payment of the contractual penalty is without prejudice to the right of the Beneficiary to full damages.
4. Termination of this Agreement on any grounds is without prejudice to the right of the Beneficiary to claim damages in full, enforce any penalties or claims to return the Grant.
5. The penalties and claims listed above do not relieve the Partner of the duty to pay any penalties imposed in relation to any breaches hereof by public authorities or other competent bodies in situations including, without limitation, breach of budgetary rules.

Article 8

Term of the Agreement

1. This Agreement is entered into for a fixed term corresponding to the period approved by the Agency for Project implementation and its final settlement. The expiry of the term of the Agreement is without prejudice to the right to damages and other provisions hereof whose content and nature imply that they are to survive the termination hereof.
2. If the Partner violates, in relation to the Project implementation, any obligation under international, EU and domestic legislation, this Agreement, including the Annexes hereto, Project application and Grant Agreement, the Beneficiary may terminate this Agreement with immediate effect.
3. The Beneficiary may terminate this Agreement with immediate effect if:
 - the Grant Agreement entered into by the Agency and the Beneficiary does not come into effect for any reason;
 - the Partner loses the qualification to participate in the Project by, without limitation, losing the license to carry out activities necessary for the Project implementation, being wound up, or initiation of insolvency proceedings involving the Partner for actual or imminent insolvency, or adjudication of the the Partner's insolvency;
 - it transpires that the Partner provided false, incomplete or distorted information in relation to the Project or that the Grant or any part thereof has been provided to the Partner on the basis of such information;
 - the Grant agreement between the Beneficiary and the Agency is terminated whatever the reason.

Article 9
Final Provisions

1. This Agreement may only be amended by agreement of the Parties in the form of written amendments signed by the authorized representatives of both Parties.
2. Legal relations of the Parties not regulated herein are governed by applicable EU legislation as well as the laws and regulations of the Czech Republic.
3. The Parties have agreed that any disputes arising from this Agreement or involving the existence of the Agreement (including the formation and validity hereof) will be settled preferably by agreement of the Parties. Courts of competent jurisdiction of the Czech Republic are competent for final settlement of such disputes.
4. This Agreement has been drawn up in two copies; each Party will obtain one copy hereof.
5. This Agreement comes into force upon its signing by the Parties hereto and comes into effect upon its registration in the Register of Contracts. The Beneficiary agrees to disclose the Agreement in the Register of Contracts in accordance with the Register of Contracts Act and will notify the Partner thereof without undue delay.
6. The Partner understands that the Beneficiary is subject to the duties under Act No. 106/1999 Sb., on free access to information, as amended.
7. The following Annexes are incorporated by reference into this Agreement:
 - Annex No. 1: Grant Agreement for the Erasmus+ Programme
 - Annex No. 2: Project description
 - Annex No. 3: Authorization granted to the Beneficiary by the Partner
 - Annex No. 4: Reporting timetable

In Olomouc on

In Berlin on.....Dec 4, 2023.....

On behalf of the Beneficiary:

On behalf of the Partner:

11. 12. 2023

6. 12. 2023

Prof. MUDr. Martin Procházka Ph.D.,
Rector

