



THE PARTNERSHIP AGREEMENT

Udržateľnosť malých a rodinných fariem (Sustainability of Small and Family Farms)

This Agreement drawn up within the framework of the Erasmus+ Project (Key action 2: Strategic partnership) **“Udržateľnosť malých a rodinných fariem (Sustainability of Small and Family Farms)”** (hereinafter referred to as – SOILS Erasmus+ project), number of the Grant agreement: 2016-1-SK01-KA203-022611 (“Zmluva o poskytnutí grantu” as the official Slovak version signed) (hereinafter referred to as - Grant Agreement), governs the relationship between:

COORDINATOR – the Slovak University of Agriculture in Nitra

ADDRESS: Trieda Andreja Hlinku 2, 949 76 Nitra, Slovak Republic

Represented by: Rector of the university, dr.h.c.prof. Ing. Peter Bielik, PhD.

Hereinafter known as “the Coordinator”

AND

PARTNER - Mendel University in Brno

ADDRESS: Zemědělská 1/1665, 613 00 Brno, Czech Republic

Represented by: Rector of the university prof. RNDr. Ladislav Havel, CSc.

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 organisation of the partnership by regulating the rights and obligations of the COORDINATOR and the PARTNER in order to successfully implement the SOILS Erasmus+ project.
- 1.2. The respective Grant Agreement Nr. 2016-1-SK01-KA203-022611 signed between the COORDINATOR and the Slovak Academic Association for International Cooperation – National Agency for Erasmus+ Programme for Education and Training Sectors (hereinafter referred to 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 SOILS 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 SOILS 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 Annexes of the Grant Agreement: Annex I – Project description (project proposal), Annex II – Approved budget of the project and approved activities and Annex III – Gant Diagram, 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.

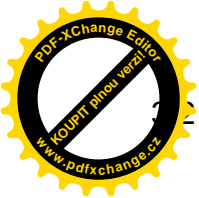
Article 2/ Duration of the SOILS Erasmus+ project and Partnership Agreement

- 2.1 The duration of the SOILS Erasmus+ project is 36 (thirty six) months and it has to be implemented in the time period September 1, 2016 - August 31, 2019.
- 2.2 The Partnership Agreement shall enter into force on the date when it has been signed by both parties, but shall have retroactive effect from the start of the eligibility period of the SOILS Erasmus+ project, and it is September 1, 2016.
- 2.3 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 Partner Agreement, in accordance with the objectives of the project as set out in the Agreement concluded between the National Agency and the Coordinator;



to transmit to the Partner copies of official documents such as the Agreement signed with the National Agency and to inform about any modifications made to the Agreement undertaken with the National Agency;

3.3 to comply with all the provisions of Agreement binding the Coordinator to the National Agency.

Article 4/ Obligations of the Partner

4.1 To take all steps necessary to prepare for and correctly manage the work programme set out in this Partner Agreement, in accordance with the objectives of the project as set out in the 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 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.

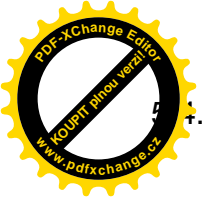
Article 5/ Payment of Funding and Modalities

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 SOILS Erasmus+ project, and are carried out in accordance with the conditions stated in the Grant Agreement and in the Partnership Agreement (or will pay the expenses for partner's activities directly from its bank account)

5.2 All payments shall be made to the PARTNER's bank account, denominated in EUR:

Name and Address of the Account Holder:	[REDACTED]
Name of the Bank:	[REDACTED]
Address of the Bank:	[REDACTED]
IBAN - International Bank or Account Number:	[REDACTED]
Bank or Swift Code:	[REDACTED]

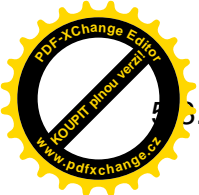
5.3. The funding received by the PARTNER has to be strictly and solely dedicated to the SOILS Erasmus+ project only.



The planned budget of the PARTNER is given in the table below, stating the categories of the SOILS Erasmus+ project expenses, and is expressed in EUR, in accordance with the Grant Agreement:

	Budget line	EUR
I	Management and project implementation	9,000.00
II	Transnational project meetings	2,300.00
III	Intellectual outputs	43,840.00
IV	Multiplier events	-
V	Travelling	2,750.00
VI	Exceptional costs	-
	Total grant	57,890.00

- 5.5. At the end of the SOILS 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 SOILS 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 first 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.
- 5.7.2. The second instalment of pre-financing payment: the COORDINATOR will transfer 40% (forty percent) of the PARTNER's total EU grant, within 60 (sixty) working days after receiving the second instalment from side of the National Agency, if the following conditions have been fulfilled:
- Interim partner report has been submitted and has shown eligibility of activities and expenditure carried until 28.02.2018. Deadline for submitting the report is 31.01.2018.
 - Copies of financial documents are submitted together with the Interim report.
- 5.7.3. Payment of the balance: 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 final report has been submitted and has shown eligibility of activities and expenditure carried until 31.08.2019. Deadline for submitting the report is 30.06.2019.
 - Copies of financial documents are submitted together with the partner final report.



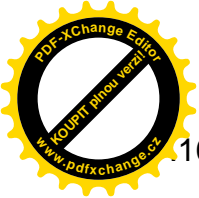
5. Payments by the COORDINATOR shall be deemed to be effected on the date when they are debited to the COORDINATOR's account.
- 5.9. Only expenditure stated in the Grant Agreement and declared eligible by the National Agency will be financed.

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.
- 6.4. 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 SOILS Erasmus+ project are recorded and declared as the SOILS 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 SOILS 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 5 (five) 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 SOILS Erasmus+ project expense.
- 7.4. The PARTNER has to make available without any delay and in due course any documentation on the SOILS 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.
- 7.9. The COORDINATOR may reject to approve expenditure which is not justified under the SOILS Erasmus+ project and is not in line with the rules set out in the Grant Agreement.



10. 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.

7.11. The expenditures shall be converted into Euro using the daily rate (day of signing the Grant agreement) established by the European Central Bank and available here: <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>

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

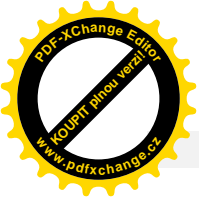
9.1 Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this agreement, suffered by itself or by its personnel.

Article 10/ Termination of the Partner Agreement

10.1 The Partner 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 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 Agreement without offering any compensation whatsoever.

10.2 The Partner shall immediately notify the Contractor, supplying all relevant information, of any event likely to prejudice performance of this Partner Agreement.



ANNEXES

- Annex No 1 Project description (project proposal)
- Annex No 2 Approved budget of the project and approved activities
- Annex No 3 Gant Diagram
- Annex No 4 Grant Agreement

For the COORDINATOR

Dr.h.c. prof. Ing. Peter Bielik, PhD

**Rector of the Slovak
University of Agriculture in Nitra**

Signature

Stamp

_____, **Nitra, Slovakia**
Date and Place

For the PARTNER

prof. RNDr. Ladislav Havel, CSc.

**Rector
Mendel University in Brno**

Signature

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_____ **2017, Czech Republic**
Date and Place