



## **BILATERAL PARTNERSHIP AGREEMENT FOR THE ERASMUS+ PROGRAMME**

**Project 2023-1-PT01-KA220-HED-000154261**

**A gamification model for community-based heritage work**

### **PREAMBLE**

This Bilateral Agreement is between the following parties:

on the one part, **'the coordinator'**:

Instituto Politécnico de Tomar, Public Higher Education Institution, official address Estrada da Serra Quinta do Contador, 2300-313 Tomar, with VAT number PT503767549, Erasmus Code PTOMAR01 and OID number E10067620, duly represented for the purposes of signature of this Agreement by João Paulo Pereira de Freitas Coroado, Presidente;

And on the other part, **the partner**:

Jihočeská univerzita v Českých Budějovicích (University of South Bohemia in České Budějovice), Public Higher Education Institution, official address Branišovská 1645/31a, České Budějovice, 370 05, Czechia, with VAT number CZ60076658, e-mail [REDACTED], Erasmus Code CZ CESKE01 and OID number E10208936, duly represented for the purposes of signature of this Agreement by prof. PhDr. Bohumil Jiroušek, Dr., Rector,

Have agreed as follows:



Co-funded by the  
Erasmus+ Programme of the  
European Union

## Article 1 – Subject

Having regard to the Grant agreement **Project 2023-1-PT01-KA220-HED-000154261**, project title **“A gamification model for community-based heritage work”** concluded between the **Coordinator and the Agência Nacional para a Gestão do Programa Erasmus+ Educação e Formação (Annex Grant Agreement 2023-1-PT01-KA220-HED-000154261)**, the **Coordinator and Partner** commit themselves to carrying out the work programme covered the contract mentioned above.

1. The grant of the whole project for the contractual period shall be of a maximum amount of 400 000, 00 EUR and shall take the form of reimbursement of eligible costs.
2. The final financial contribution shall depend on the evaluation of the quality of the results of the project **2023-1-PT01-KA220-HED-000154261** pursuant to the rules laid down at Annexes I and II of the Agreement 2023-1-PT01-KA220-HED-000154261 and agreement itself, but shall, under no circumstances, give rise to a profit.
3. This contract shall regulate relations between the parties, and their respective rights and obligations regarding their participation in the project 2023-1-PT01-KA220-HED-000154261 under the Agreement passed between the **National Agency** and the **Coordinator**.
4. The subject matter of **Annex Grant Agreement 2023-1-PT01-KA220-HED-000154261** and related information in its annexes is an integral part of this contract and each party declares to have read and approved that.

## Article 2 – Duration

1. The project referred to the Article I has duration of **36 months**. It starts on **01-10-2023** and ends on **30-09-2026**.



2. This contract enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in Article 7/Payments.
3. The period of eligibility of the costs starts on **01-10-2023** and finishes on **30-09-2026**.

### **Article 3 - General obligations and roles of the beneficiaries**

#### **The partners:**

1. are jointly and severally liable for carrying out the action in accordance with the Agreement concluded between the **National Agency** and the **Coordinator**. If a partner fails to implement its part of the action, the other partners become responsible for implementing this part (but without increasing the maximum amount of the grant);
2. must comply jointly or individually with any legal obligations they are bound by under applicable EU, international and national law;
3. must make appropriate internal arrangements to implement the project properly. The arrangements must be consistent with the terms of the Agreement concluded between the **National Agency** and the **Coordinator**. If provided for in the Special Conditions, those arrangements must take the form of an internal cooperation agreement between the beneficiaries.

### **Article 4 – General obligations and role of each beneficiary**

#### **Each partner must:**

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement 2023-1-PT01-KA220-HED-000154261 concluded between the **National Agency** and the **Coordinator**;
2. to comply with all the provisions of Agreement 2023-1-PT01-KA220-HED-000154261 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. inform the **Coordinator** immediately:



- a. of any events or circumstances of which the **partner** is aware, that are likely to affect or delay the implementation of the project;
  - b. of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
5. submit in due time to the **Coordinator**:
- a. the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;
  - b. all the necessary documents required for audits, checks or evaluations.
6. to accept responsibility for all information communicated to the **Coordinator**, including details of costs claimed and, where appropriate, ineligible expenses;
7. to define in conjunction with the **Coordinator** the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

#### Article 5 – Obligations of the Coordinator

The **Coordinator** must:

1. to take all the steps necessary to prepare for, perform and correctly manage and monitor the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement concluded between the **National Agency** and the **Coordinator**;
2. to send to the **Partner** a copy of various reports and of any other official document concerning the project;
3. to notify and provide the **Partner** with any amendment made to the Agreement 2023-1-PT01-KA220-HED-000154261 concluded with the **National Agency**;
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 Agreement 2023-1-PT01-KA220-HED-000154261 binding the **Coordinator** to the **National Agency**.



## **Article 6 - Intellectual Property**

1. All intellectual outcomes generated in the scope of this project shall be jointly owned by the Coordinator and the Partner;
2. The parties agree that joint ownership implies that neither party shall have the exclusive right to exploit, modify, or sublicense the project outcomes without the prior written consent of the other party.
3. The parties agree to use the project outcomes for the specific purposes of the Erasmus + program and for the promotion of the objectives of the project, as outlined in this agreement.
4. Neither party shall be entitled to use the outcomes of the project commercially without the express written consent of the other party.
5. The parties shall mutually provide each other with reciprocal and non-exclusive licences to utilise the outcomes of the project solely for the project and its dissemination.
6. If one party wishes to utilise the project outcomes for commercial purposes or beyond the confines of the project, they must acquire written permission beforehand from the other parties.
7. The parties agree to mutually cooperate in protecting and registering the intellectual property rights related to the project outcomes, if applicable.
8. Each party agrees to notify the other parties promptly of any possible infringement of intellectual property rights relating to the project outcomes.



9. Each party agrees to maintain accurate and up-to-date records of all project outcomes and other endeavours concerning intellectual property.
10. The records shall be made available to the other parties upon request.
11. In the event of any dispute regarding intellectual property, the involved parties agree to settle the matter through negotiation and in good faith.
12. This clause shall remain in effect even after the completion of the project, as stipulated in this agreement.

#### **Article 7 – Financing**

1. The total expenditure (which could be granted) to be committed by the **Partner** for the period covered by this contract is estimated at **Annex Grant Agreement 2023-1-PT01-KA220-HED-000154261** and detailed at the TEAMS Platform.
2. Budget flexibility does not apply; changes to the estimated budget (lump sum breakdown) always require an amendment (see Article 39).

#### **Article 8 – Payments**

1. The **Coordinator** commits himself to carrying out payments relating to the subject matter of this contract to the **Partner** according to the achievement of the tasks and according to the schedule referred in page 10, “4.2. Periodic reporting and payments” of the **Annex Grant Agreement 2023-1-PT01-KA220-HED-000154261**.
2. All payments shall be regarded as advances pending explicit approval by the **National Agency** of the final report, the corresponding cost statement and the quality of the results of the project.



### **Article 9 – Currency requests for payments and payments**

1. All payments will be made in Euro.
2. Where the partner keeps its general accounts in Euro, it shall convert costs incurred in another currency into Euro according to its usual accounting practices.

### **Article 10 – Financial obligation of Beneficiary**

1. Partners undertake to accomplish planned activities following project application and updated plans, which has to be agreed with all partners, and to use planned budget.
2. For activities and tasks accomplishment **Partner** should use planned budget and if all activities and tasks are implemented as planned in application all planned budget has to be spent till the end of the project.

### **Article 11 – Partners' bank account**

Name of the Bank: Československá obchodní banka, a.s.  
Address of the Bank: Lannova tř. 11/3, 370 01 České Budějovice, Czechia  
Account holder: Jihočeská univerzita v Českých Budějovicích  
Account number: 209816246 / 0300  
IBAN: CZ26 0300 0000 0002 0981 6246  
BIC/SWIFT: CEKOCZPP

The account or sub-account specified in this Agreement and to which the Erasmus+ grant will be paid should be:

- in the name of the Partner (personal accounts are not acceptable under any circumstances);
- denominated in Euro;
- must be able to identify the payments.

### **Article 12 – Reports**



1. The **Partner** shall provide the **Coordinator** with any information and document required for the preparation of the Interim reports and, where appropriate, with certified copies of all the necessary supporting documents completed and signed by the legal representative.
2. The **Partner** shall provide the information and documents in time in order the **Coordinator** accomplishes the deadlines to the Periodic Reporting to the National Agency.
3. The **Partner** shall provide the **Coordinator** with any information and document required for the preparation of the final report and, where appropriate, with certified copies of all the necessary supporting documents completed and signed by the legal representative.
4. The **Partner** undertakes to submit the reports to the **Coordinator** in English language.
5. The **Partner** agrees to supply to the **Coordinator** all the information that the latter finds necessary to ask for, concerning the implementation of the present Contract.
6. The **Partner** shall promptly inform in written form (e-mail or post) the **Coordinator** of any delay in the performance of the activities undertook under the present Contract.

#### **Article 13 – Duty to keep documents**

1. The **Partner** must keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, during a period of five years starting from the date of payment of the balance.
2. The period during which documents must be kept is five years .

#### **Article 14 – Monitoring and supervision**





1. The **Partner** shall provide without delay the **Coordinator** with any information that the latter may request concerning the carrying out of the work programme covered by this contract.
2. The **Partner** shall make available to the **Coordinator** any document making it possible to check that the aforementioned work programme is being or has been carried out.
3. The obligations on monitoring described in in the contract with Portuguese National Agency of the agreement 2023-1-PT01-KA220-HED-000154261 apply *mutatis mutandis* to the **Coordinator** and **Partner**.

#### Article 15 – Liability

1. Liability of the granting authority: the granting authority cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of the implementation of the Agreement, including for gross negligence.  
The granting authority cannot be held liable for any damage caused by any of the beneficiaries or other participating entities involved in the action, as a consequence of the implementation of the Agreement.
2. Liability of the beneficiaries: the **Coordinator** and the **partners** must compensate the granting authority for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement, provided that it was caused by gross negligence or wilful act.  
The liability does not extend to indirect or consequential losses or similar damage (such as loss of profit, loss of revenue or loss of contracts), provided such damage was not caused by wilful act or by a breach of confidentiality.

#### Article 16 – Termination of the contract

1. The **Coordinator** may terminate the contract 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 by registered letter has remained without effect for one month.



2. The **Partner** shall immediately notify the **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this contract.

#### **Article 17 – Usage of the results of the project**

1. The **Coordinator and Partner** undertake to disseminate freely accessible information on the Project implementation activities at national and (or) international levels.
2. The **Coordinator and Partner** undertake to provide free access in the Internet to the intellectual outputs developed within the Project.

#### **Article 18 – Amendments or additions to the contract**

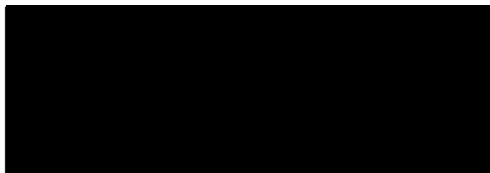
Amendments to this contract shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this contract.

#### **Annexes**

- I. Grant Agreement between the Coordinator and National Agency.
- II. Annex1 to Grant Agreement.
- III. Approved application with activities and Work Packages.

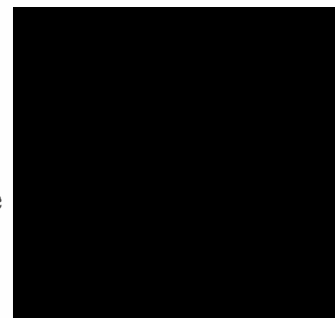


## SIGNATURES

For the **Coordinator**

Done at Tomar, Portugal

Date:

For the **Partne**prof. PhDr. Bohumil Jiroušek, dr.  
Rector

Done at České Budějovice, Czechia

Date:



