

**PARTNERSHIP AGREEMENT for
the IMPLEMENTATION of the WE Learn and COMMunicate Ensemble
(WELCOME)**

project funded with the support of the ERASMUS+ Programme

AGREEMENT NUMBER – 2016-1-CZ01-KA201-024036

This contract, drawn up under the Erasmus+ Programme (REGULATION (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing Erasmus+, shall govern relations between:

Nakladatelství Dr. Josef Raabe s.r.o.

Radlická 2487/99

15000 Praha

The Czech Republic

Registration No: 61056456

hereafter named "**the Coordinator**", represented for the purposes of signature of this Agreement by Mgr. Stanislava Andršová, Managing Director

on the one part,

AND

Univerzita Karlova

Ovocný trh 5

11636, PRAHA 1

The Czech Republic

Registration No: 00216208

VAT: CZ00216208

hereafter named "**the Partner Organisation**", represented for the purposes of signature of this Agreement by Prof. Tomáš Zima, MD., DSc., rector

on the other part,

WHICH HAVE AGREED:

to the **Special Conditions** (hereinafter referred to as “the Special Conditions”) and the following Annexes:

Annex I General Conditions

Annex II Estimated Budget; Description of Tasks; Calendar of Activities

Annex III Financial and contractual rules

Annex IV List of Partner Organisations

ARTICLE I – SUBJECT MATTER OF THE AGREEMENT

I.1 The Czech Erasmus+ National Agency (hereinafter referred to as “the NA”) has awarded a grant, under the terms and conditions set out in a grant agreement signed with **Nakladatelství Dr. Josef Raabe s.r.o.**, for the Project entitled **WE Learn and COMMunicate Ensemble (WELCOME)** (“the Project”) under the Erasmus+ Programme, Key Action 2: Strategic Partnerships.

I.2 Having regard to the provisions of REGULATION (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing Erasmus+: the Union programme for education, training, youth and sport, the Coordinator and the Partner Organisation commit themselves to carrying out the **work programme** covered by this contract. This work programme comes under the Agreement n°-2016-1-CZ01-KA201-024036 concluded between the Coordinator and the NA.

I.3 The present agreement shall **regulate relations between the parties**, and their respective **rights and obligations** with regard to their participation in the project under agreement n°-2016-1-CZ01-KA201-024036 passed between the NA and the Coordinator.

I.4 With the signature of the present Partnership Agreement, the Partner Organisation **accepts their share of the project grant awarded** to Nakladatelství Dr. Josef Raabe s.r.o. by the NA and agree to implement their part of the Project, acting on their own responsibility.

ARTICLE II – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF PROJECT ACTIVITIES

II.1 The Partnership Agreement shall enter into force on the date on which the last party signs.

II.2 The project referred has duration of **33 months**. It starts on **01/10/2016** and ends on **30/06/2019** both inclusive.

II.3 The period of **eligibility of the costs** starts on **01/10/2016** and finishes on **30/06/2019**.

ARTICLE III - MAXIMUM AMOUNT AND FORM OF THE PROJECT GRANT SHARE

III.1 Maximum project grant share

The total value of the grant share shall be of a maximum amount of **€ 36,580 EUR** (*thirty-six thousand, five hundred and eighty euro*) and shall take the form of unit costs, lump sums and reimbursement of eligible costs actually incurred in accordance with the following provisions:

- (a) eligible costs as specified in Annex I;
- (b) estimated budget as specified in Annex II;
- (c) financial rules as specified in Annex III.

III.2 Budget headings allocated

The funding allocated to the Partner Organisation for their participation in the Project is distributed into 3 Budget headings as follows:

- **Project Management and Implementation;**
- **Transnational Project Meetings;**
- **Intellectual Outputs.**

III.3 Budget transfers

The Partner Organisation is not allowed to make any transfer of funds from one budget heading to another. All budget-related issues shall be consulted and agreed formally by the Coordinator.

ARTICLE IV –REPORTING AND PAYMENT ARRANGEMENTS

IV.1 Payments

IV.1.1 The Coordinator commits himself to carrying out payments, less any expenditure incurred on behalf of the Partner Organisation, relating to the subject matter of this contract to the Partner Organisation according to the achievement of the tasks and according to the following schedule:

- **1st payment: 20%** of the total grant share (specified in Article III.1) upon:
 - signing of the present agreement.
- **2nd payment: 20%** of the total grant share (specified in Article III.1) upon:
 - approval from the NA of the first Interim Report (which is due once 70% of the first payment made to the project from the NA, amounting to 20% of the total project budget, is spent), as well as 2nd payment made to the coordinator by the NA; and
 - under the condition that agreed tasks and results (as per Annex II), due at the time of the first Interim Report submission, have been successfully completed and reported by the Partner Organisation, as well as approved by the Coordinator.
- **3rd payment: 20%** of the total grant share (specified in Article III.1) upon:
 - approval from the NA of the second Interim Report (which is due once 70% of the second payment made to the project from the NA, amounting to 20% of the total project budget, is spent), as well as 3rd payment made to the coordinator by the NA; and

- under the condition that agreed tasks and results (as per Annex II), due at the time of the second Interim Report submission, have been successfully completed and reported by the Partner Organisation, as well as approved by the Coordinator.
- **4th payment: 20%** of the total grant share (specified in Article III.1) upon:
 - approval from the NA of the third Interim Report (which is due once 70% of the third payment made to the project from the NA, amounting to 20% of the total project budget, is spent), as well as 4th payment made to the coordinator by the NA; and
 - under the condition that agreed tasks and results (as per Annex II), due at the time of the third Interim Report submission, have been successfully completed and reported by the Partner Organisation, as well as approved by the Coordinator.
- **Final payment: Up to 20%** of the total grant share (specified in Article III.1) – balance payment once:
 - all Partner Organisation's contractual agreements have been fully met;
 - all the necessary supporting documentation has been received and approved by the Coordinator; and
 - the Final Report to the NA assessed and approved.

The final total grant share amount shall be determined based on actual number of units realised.

It could be made only if and after the NA has approved and paid the balance payment to the Coordinator.

IV.1.2 All amounts shall be paid to the Partner Organisation within *15 days following the above given conditions, which shall be regarded as triggering events, have been met.*

IV.1.3 All payments shall be regarded as advances (except the final balance payment) pending explicit approval by the NA of the final report, the corresponding cost statement and the quality of the results of the project.

IV.1.4 The payment of the balance, which may not be repeated, is intended to reimburse or cover, after the end of the project, the remaining part of the eligible costs incurred and/or generated by the Partner Organisation for implementing their part of the Project.

IV.1.5 Any revenue generated by the project and received by the Partner Organisation shall be declared in the financial statement and shall limit the “Strategic partnerships in the field of education, training and youth” financial contribution to the amount required to balance revenue and expenditure.

IV.2 Reporting

IV.2.1 Interim reports to the NA

The Coordinator shall complete and submit **INTERIM REPORTS** on the implementation of the Project in order to claim from the NA next pre-financing payment based on expenditure of 70% of the previous pre-financing payment made by the NA.

The NA is paying to the Coordinator 20% of the total project budget once 70% of each 20% of the total project budget, previously paid to the Coordinator, is spent. Each payment is linked to an interim report.

Partner Organisations are therefore required to report and submit all types of documentation required to justify expenditure on an ongoing basis, i.e. timesheets, declarations of attendance of meetings and joint staff trainings, etc.

IV.2.2 Final report to the NA

Within 60 days after the end date of the Project specified in Article II.2, the Coordinator shall complete a **FINAL REPORT** on the implementation of the Project, and upload all project results on the specified by the European Commission platforms. The report must contain the information needed to justify the whole project grant, as well as the final payment requested on the basis of the eligible costs actually incurred. The final payment to the Coordinator could amount to a maximum of 20% of the total Project budget approved by the NA at contracting stage.

By **31/07/2019** at the latest, the Partner Organisation shall provide the Coordinator with all the information and documents required for the successful submission of the final report to the NA.

The Partner Organisation shall certify that the information provided with regard to implementing Project activities is full, reliable and true. It shall also certify that the costs incurred and/or generated can be considered eligible in accordance with the Partnership Agreement and that the requests for payments are substantiated by adequate supporting documents that can be produced also in the context of checks or audits described in Annex I.

IV.2.3 Internal Progress Reports

In order to ensure ongoing quality assurance and monitoring of progress the Coordinator shall regularly collect information on all key aspects from all partner organisations.

For this purpose, Progress Reports will be completed (as per Annex II) and shall be subject to approval from the Coordinator.

Information to be provided in progress reports will be fed into a template - designed and provided by the Coordinator.

Failure to implement this task shall directly impact the payment schedule specified in Article IV.1.1 and may have an effect on the specified proportions of funding and timing of payments.

IV.3 Non – submission of documents

Where the Partner Organisation has failed to complete and submit to the coordinator a progress report, or all information and documentation required for the submission of the final report to the NA by the deadlines set in articles IV.2 and of the Internal Progress Reports by the deadlines set in Annex II, the Coordinator reserves the right to terminate the Partnership Agreement in accordance with General Conditions, and request the reimbursement of the full amount of pre-financing and further payments made.

IV.4 Language of reports

The Partner Organisation shall submit all reports in English, unless formally agreed otherwise by the Coordinator.

IV.5 Conversion of costs incurred in another currency into euro

Requests for payments shall be put forward (expressed) in euro.

A Partner Organisation, who operates for the purposes of this project a bank account in euro, shall convert costs incurred under this project in currencies other than euro according to its general rules of accounting.

Without prejudice to the above, Partner Organisations shall convert the costs incurred in currencies other than euro from the given currency into euro using the monthly exchange rate set by the European Commission (and published on its website¹) applicable during the month when the contract between the coordinator and the Czech NA was signed².

This exchange rate shall be applied throughout the whole project lifetime for the conversion of any cost that might be incurred under this project in currencies other than euro.

ARTICLE V – BANK ACCOUNT FOR PAYMENTS

All payments shall be made to the Partner Organisation's bank account as indicated below:

Name of bank: Komerční banka, a.s.

¹http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/index_en.cfm

²In the present case this is November 2016

Address of branch: Spálená 51, Praha 1

Precise name of the account holder: Univerzita Karlova

IBAN:

[REDACTED]

BIC (SWIFT):

[REDACTED]

ARTICLE VI - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES

VI.1 Data controller

The entity acting as a data controller shall be: **Nakladatelství Dr. Josef Raabes.r.o.**

VI.2 Communication details of the coordinator

Any communication addressed to the Coordinator shall be sent by the Partner Organisation to the following address:

Mgr. Stanislava Andršová

Radlická 2487/99

15000 Praha

The Czech Republic

Registration No: 61056456

Email address: s.andrsova@raabe.cz

ARTICLE VII - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

VII.1 The Agreement is governed by the Czech National Law.

VII.2 The competent court determined in accordance with the applicable National law shall have sole jurisdiction to hear any dispute between the Coordinator and any Partner Organisation concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

ARTICLE VIII – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

If the Partner Organisation produce educational materials under the scope of the Project, such materials shall be made available to the Coordinator -free of any additional charge, and to the general audience - under open licenses³.

ARTICLE IX – ADDITIONAL PROVISIONS ON SUBCONTRACTING

The Partner Organisation shall not subcontract any activities funded from their allocated budget, as defined in Annex II, to anyone, who is not employed by the organisation itself, or to another legal entity through service contract.

ARTICLE X – SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES TO NA

The financial responsibility of the Partner Organisation in relation to the implementation of the Project shall be limited to the amount allocated (estimated budget), as specified in Annex II.

ARTICLE XI – ANY ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW

The Partner Organisation shall carry out their duties under this Partnership Agreement to respect national and international laws and other legal norms applicable.

The terms set out in the Special Conditions shall take precedence over those set out in the Annex I - General Conditions.

The terms set out in the Special Conditions and in Annex I shall take precedence over those set out in Annexes II, III, and IV.

The terms set in Annex III shall take precedence over those set out in Annexes II and IV.

³Free license – a tool, which the owner of the work/products uses to provide consent to others, wishing to use this/these work/products. The license is assigned to each product. There are different types of open licenses, according to the extent of the granted authorizations or restrictions. The Coordinator is free to choose a particular license that will be used for the products produced under the given project. The open license must be assigned to each product. An open license does not transfer to potential users the copyright or the intellectual property rights (Intellectual Property Rights - IPR).

SIGNATURES

For the coordinator

Managing Director

Mgr. Stanislava Andršová

[signature]

Done at Praha

Date:

For the Partner Organisation

Rector

Prof. Tomáš Zima, MD., DSc.

[signature]

Done at Praha

Date: