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## Partnership Agreement for ERASMUS+ KA2

concluded between

### **OSTRAVSKA UNIVERZITA**

OID organization no: E10205440  
Registration No.: 61988987  
Address: Dvořákova 7, 701 03 Ostrava 1, Czech Republic  
VAT: CZ61988987  
Represented by: doc. Mgr. Petr Kopecký, Ph.D., rector  
Bank name: Česká národní banka  
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hereinafter referred to as "the coordinator"

and

### **JOHANNES KEPLER UNIVERSITÄT LINZ, Department of STEM Education**

OID organization no: E10209080  
Registration No.: 188/1962  
Address: ALTENBERGER STRASSE 69, 4040 LINZ, AUSTRIA  
VAT: ATU57515567  
Represented by: Prof. Markus Hohenwarter, Head of Department of STEM Education  
Bank name: Raiffeisen Landesbank Oberösterreich, Bankstelle Universität  
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hereinafter referred to as "the partner organisation"

I.

#### Subject of the Agreement

1. The subject of this agreement is cooperation on a project within programme **Erasmus+ KA2 "Accelerating STEAM-related Knowledge and Skills via 3D Modelling and 3D Printing"**, registration no. **2023-1-CZ01-KA220-HED-000160664** (hereinafter referred to as "the project").

2. The coordinator has concluded a Grant Agreement no. **000160664** (hereinafter referred to as „Grant Agreement”) with Dům zahraniční spolupráce (hereinafter referred to as “National Agency” or “NA”). Annex II of this agreement includes the translated copy of the Grant Agreement. Inseparable parts of the Grant Agreement are general conditions, description of the project, estimated budget of the project, list of other partner organizations, financial and contractual rules and mandates provided to the coordinator by other partner organizations. In case of conflict, the Grant Agreement shall take precedence over any provision in this Partnership Agreement.
3. This agreement binds the coordinator to provide the partner organisation with financial payment (hereinafter referred as “grant”) for the purposes of project realisation.
4. The partner organisation declares that it acknowledges the content of the project, budget, general conditions, and financial and contractual terms.
5. This agreement specifies mutual rights and obligations of the contractual parties with respect to their participation in the project, which follows the Grant Agreement.
6. The project will be implemented over a period of 30 months, **from October 1, 2023 to March 31, 2026** including.
7. With the conclusion of this agreement, the coordinator and the partner organisation undertake to comply with the provisions of the Grant Agreement and its annexes.
8. The partner organisation is responsible for the implementation of the project activities assigned to them, in line with the foreseen project budget provided for that purpose.

## II.

### Amount of the Provided Grant and Payment Conditions

1. The budget is the Annex I to this agreement. The maximum amount of the grant provided to the partner organisation totals **87,140.00 EUR**. The partner organisation is obliged to observe the budget amounts at the level of individual activities according to the Annex I. Any transfers among budget items are not possible prior to the coordinator consent.
2. Without unjustified delay after the last of the two parties signs this agreement, a **first pre-financing payment** shall be made to the partner organisation account, representing 40 % of the partner organisation’s budget.
3. A **second pre-financing payment**, representing a maximum of 40 % of the partner organization's share, will be paid without unjustified delay and upon receipt of the second payment from the National Agency in accordance with the Grant Agreement.

The payment from National Agency will be made no later than 60 days after the receipt of the periodic report.

To obtain the full second pre-financing payment, it is necessary to spent at least 70 % of the first pre-financing payment in the first monitored period.

4. The **balance payment** shall be made to the partner organization without undue delay and after the Coordinator has received the balance payment from the National Agency in accordance with the provisions set out in the Grant Agreement. The payment from the National Agency will be made no later than 60 days after the receipt of the periodic report.
5. If the final grant amount will be reduced according to Chapter 5 (Consequences of Non-compliance, pg. 33) of the Grant Agreement and article 9. (Grant Reduction, pg. 4) of the Annex 2 (Specific Rules) of the Grant Agreement the partner organisation agrees to share in this reduction:
  - according to its share in the budget of the project budget – in case the reduction will be applied to the total grant amount;
  - or according to its share in the budget of the particular work packages – in case the reduction will be applied to the particular work packages;

considering the fact that the financial reduction is shared among several project beneficiaries, not only between the coordinator and the partner involved in the Agreement. The final sum of reduction of the partner organisation will be decided by the coordinator in accordance with the relevant provisions of the Grant Agreement, its Annexes and this provision.

6. Each payment will be sent after all relevant conditions mentioned in this agreement have been met.
7. A failure to meet the obligations by the partner organisation may result in holding or suspending the payment (Art. II. 5.). If, as a result of a breach of obligations by the partner organisation, the coordinator is sanctioned in accordance with the Grant Agreement, the coordinator is entitled to apply these sanctions to the partner organisation in a similar manner. The partner organisation declares that it has acknowledged the sanctions that may be imposed on it under this contract and under the Grant Agreement.
8. If any amount is unduly paid to the partner organisation or if recovery is justified under the terms of this contract, the partner organisation undertakes to repay the coordinator the sum in question in an appropriate time period without delay, and under terms specified by the coordinator.
9. All payments made by the coordinator shall be regarded as advances pending explicit approval of the final report by National Agency.

### III.

#### Submission of Reports on Project Implementation

1. The **first periodic report** on project implementation and submission of the request for the second pre-financing payment will be submitted by the coordinator to the National Agency **by February 28, 2025 at latest**. This report monitors the period from October 1, 2023 to ½ of the project duration, e.g. to December 31, 2024 at latest.
2. **Progress report** on project implementation will be submitted by the coordinator **by September 30, 2025 at the latest**. This report monitors the period from 1<sup>st</sup> October 2023 to ¾ of the project duration, 31<sup>th</sup> July 2025.
3. The **final report** on project implementation must be submitted by the coordinator to the National Agency within 60 calendar days after the end date of the project, **by 30<sup>th</sup> May 2026 at the latest**.

### IV.

#### Documents Provision

1. Upon the coordinator's request, the partner organization shall promptly provide the coordinator with all relevant documents necessary to verify the implementation of the project, such as:
  - information on working days of all individual workers (time-sheets) to process all work packages including WP1 - Management,
  - project accounting documents – invoices, bills of delivery, cash receipts, etc.
  - proven travel expenses (boarding passes, tickets, accounted travel orders when using a vehicle),
  - attendance sheets of all activities held during the course of the project proving no. of participants (if defined for the action); in case of online events relevant printscreens and meeting-minutes are required,
  - other relevant documents related to work packages;all documents digitized and assigned for the relevant work package.
2. The partner organization undertakes to provide the coordinator with all documentation related to the given monitoring periods no later than **21 days prior to the deadlines** stated in Article III. of this Partner Agreement.
3. The contracting parties are obligated to maintain complete records and **archives for a period of five years** after the final balance payment.
4. Upon request, the partner organisation shall make available any original documents on the project finance and activities required by the NA. Digital and digitised documents shall be considered to be originals where permitted by applicable national law.

V.

Division of Responsibility

1. The **coordinator** and the **partner organisation** must follow the approved application (Annex III to this contract) and current schedule. The contractual parties commit to execute any steps necessary for preparation, implementation, and correct management of the project in accordance with project objectives, as declared in the Grant Agreement. The contractual parties also commit to observe all provisions of the Grant Agreement which are imposed on the coordinator by the NA.
2. The **coordinator** is the grant recipient, acts as a project coordinator, and ensures administrative cooperation and communication with the NA.
3. Both the **coordinator** and the **partner organisation** are obligated to ensure participation of at least one representative in:
  - monthly online conference calls/ monthly reviews – WP1 Project management
  - regularly bi-monthly operational progress meetings convened by the coordinator online
  - transnational project meetings (TPM1, TPM2, TPM3) – face-to-face personal meetings
4. In case the **partner organisation** is a leader of one of the project activities according to the project proposal, it will ensure the organization of activity meetings including the minutes of them.
5. The **partner organisation** commits to the coordinator, within the project implementation cooperation, to execute individual operations declared in the project (in particular in Annex III to this contract) and which lead to project implementation in defined deadlines and in defined extent.
6. The **coordinator** is obliged to clearly inform about:
  - regular requirements to partner organisations,
  - deadlines and agenda of project meetings,
  - changes in the project application and current schedule.
7. The **partner organisation** is obliged to actively, and according to coordinator's instructions, cooperate on work packages WP2, WP3, WP4, WP5 and it is responsible for evaluation and dissemination activities related to the project partnership.
8. The **contractual parties** are obliged to inform each other without any delay about all changes related to the project or about a possible incapability of the parties to properly and timely fulfil duties implying from this agreement as well as about all other relevant changes affecting the position of the contractual parties and fulfilment of this agreement.

9. The **contractual parties** declare that they take fully into account the fact that a successful project realisation depends on timely and complete information of the contractual parties and acquiring required documents.
10. The **contractual parties** appoint the following persons as responsible for the project investigation:
- on behalf of the coordinator: **Jozef Hvorecký**
  - on behalf of the partner organisation: **Zsolt Lavicza**
- In the event of a change of these persons, no amendment of this agreement is required, a written notification is sufficient.

VI.  
Intellectual Property

1. Background already developed and brought in may be only used within the scope of the project as templates of good practice. Any use outside of this scope requires the prior written consent of the respective partner. Copyrights have to be strictly safeguarded.
2. In compliance with national legal regulations, the project outputs, patents, copyrights and intellectual property rights, reports and other documents arising from this agreement are in the ownership of the party that has created them. If there are project outputs, patents, copyrights and intellectual property rights, reports and other documents arising from this agreement provably created in cooperation of the project beneficiaries, the ownership is divided proportionally between the project beneficiaries, i.e. respecting their share which the employees of each project beneficiary) took part in.
3. In the case of the results of the project achieved through the cooperation of the project beneficiaries, the project beneficiaries undertake to conclude without delay a contract in writing to regulate their mutual rights and obligations with respect to the intellectual property thus created, in particular, but not limited to, the manner and form of use, co-ownership shares, the proportion of reimbursement of the costs associated with the conduct of the relevant proceedings to achieve the most advantageous protection, the designation of the beneficiary that will coordinate the provision of the most advantageous protection, as well as the manner of its use, in such a way as to avoid violating the terms of public support. In the event that the project beneficiaries do not agree on the size of the co-ownership shares in such results, such shares shall be deemed to be equal.

## VII.

### Communication, Dissemination and Visibility

1. Communication activities of all beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities or major results funded by the grant must acknowledge EU support and display the **European flag** (emblem) and **funding statement** (translated into local languages, where appropriate).
2. Moreover, any communication or dissemination activity must indicate the following **disclaimer** (translated into local languages where appropriate):  
*"Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the Czech National Agency for International Education and Research. Neither the European Union nor the granting authority can be held responsible for them."*
3. The partner organisation is obliged to follow the guidelines on visual identity for the beneficiary and ensure following the guidelines by other third parties at: [https://commission.europa.eu/funding-tenders/managing-your-project/communicating-and-raising-eu-visibility\\_en](https://commission.europa.eu/funding-tenders/managing-your-project/communicating-and-raising-eu-visibility_en)
4. Prior to undertaking any communication or dissemination activity that is expected to have significant media impact, all beneficiaries shall notify the granting authority through the project coordinator.

## VIII. Liability

1. No warranties:
  - 1.1. The Parties represent that they shall act diligently and apply professional standards in the performance of their duties but they don't guarantee the effective reaching of the research and development goal.
  - 1.2. In respect of any information or materials (incl. Results and Background) supplied by one Party to the other under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as the absence of any infringement of any proprietary rights of third parties. This does not release the Parties from their obligation to inform each other of any known third-parties existing rights which may affect the use of his results or information.
  - 1.3. Therefore, the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and the party granting Access Rights shall not be liable in case of infringement of proprietary rights of a third party resulting from the other Party exercising its Access Rights.
2. The parties shall not be responsible to any other Partner for any loss of profit, loss of revenue, loss of contracts, loss of goodwill, loss of reputation (whether direct or

indirect) or consequential loss or similar damage even if such losses were in the contemplation of the Parties.

3. Each party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said party's obligations by it or on its behalf under this contract or from its use of Results or Background.
4. 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.
5. For any remaining contractual liability, a contracting party's aggregate liability towards the other party shall be limited to once the party's share of the total costs of the project provided such damage was not caused by a wilful act.
6. Force majeure shall mean any unforeseeable and exceptional event affecting the implementation of the Project by one Party, which is beyond its control and cannot be overcome despite of its reasonable endeavours. Such matters may include, for example, illnesses of staff and restrictions imposed by authorities. The recommendations of authorities are considered similar to restrictions imposed by authorities. Party shall not be responsible for any delay or defect which is a consequence of force majeure.

## IX.

### Other Provisions

1. If this agreement is terminated for the reason that the partner organisation fails to perform its obligations under this agreement, the rights granted to the partner organisation pursuant to this Agreement shall cease immediately, and the partner organisation shall forfeit the right to reimbursement for obligations performed and expenses incurred. The partner organisation shall reimburse all or part of the payments already made under this agreement as required by the coordinator. The amount of the reimbursement will not exceed the total amount of budget received (in the form of pre-financing) up to termination, and will in any case only correspond to the budget (or a part of the budget) of the particular activities that have not been carried out according to the project application
2. All parties shall be especially aware of the rules laid down in the Grant Agreement concerning the award of contracts and shall especially ensure that the conditions applicable to them in GA under articles 12. (Conflict of Interest), 13. (Confidentiality and Security), 14. (Ethics and Values), 15. (Data Protection) 16. (Intellectual Property Rights) and 25. (Checks, Audits and Evaluation) of the Grant Agreement are also complied with.



3. This agreement is a subject to the legal code of the Czech Republic. In the case of a legal dispute between the contractual parties concerning this agreement which cannot be resolved by an amicable settlement, its resolution will be performed by a relevant court in the Czech Republic.
4. Each party shall be obligated to cooperate in resolving any potential research-related disputes so as to achieve a mutually satisfactory outcome for all involved parties. In the event of any internal project dispute that cannot be resolved by reaching a consensus, the project coordinator shall have ultimate decision-making authority.

## X.

### Annexes

*Annex I – Budget of the partner organisation*

*Annex II - Translation of the Grant Agreement including its Annexes (1.,2.,3.)*

*Annex III – Copy of the project application “Accelerating STEAM-related Knowledge and Skills via 3D Modelling and 3D Printing”, registration no. 2023-1-CZ01-KA220-HED-000160664*

## XI.

### Final Provisions

1. This agreement is concluded for the period of the project realisation, or until all obligations resulting from this agreement have been settled.
2. The agreement can be changed and amended only in writing, by numbered amendments. Both contractual parties can propose an amendment.
3. The agreement is concluded in two copies, each contractual party will receive one.
4. The coordinator is a subject liable according to the Law no. 340/2015 on the Register of Contracts. The partner organisation acknowledges and declares that this agreement is a subject to be released in the Register of Contracts (a public authority information system whose manager is the Ministry of the Interior of the Czech Republic). The coordinator is obliged to make this agreement public according to relevant laws on the Register of Contracts.
5. The agreement enters into force on the day of its signature by the last contractual party and becomes effective on the day of being made public in the Register of Contracts. The coordinator will inform the contractual partner organisation about this fact.

6. The contractual parties have agreed that all mutually provided performance carried out before the publication of this agreement in the Register of Contracts and carried out from 1<sup>st</sup> October 2023, which was carried out in accordance with this agreement and the Grant Agreement, shall be considered as performance in accordance with this agreement and that in connection with the performance provided to each other, the contractual parties shall not mutually raise claims against the other contractual party on the basis of unjustified enrichment.

Signed by:

For the coordinator:

For the partner organisation:

doc. Mgr. Petr Kopecký, Ph.D., rector

Prof. Markus Hohenwarter, Head of  
Department of STEM Education

Done at.....

Done at.....

On .....

On .....