

PARTNERSHIP AGREEMENT

CONCERNING THE ERASMUS + STRATEGIC PARTNERSHIP PROJECT

Under the Union programme for education, training, youth and sport¹

University of Hradec Kralove, Czech Republic, hereinafter referred to as “**the Beneficiary**”, represented by its rector, [REDACTED]

on the one part,

and

Turiba University, Latvia, hereinafter referred to as “**the Partner**”, represented by its chairman of the Board, [REDACTED]

on the other part,

both together referred to as “the Parties”,

HAVE AGREED

to implement the project “**MISS4Health – Micro-credentials in Soft Skills for Healthcare Professionals and Students**” under the Erasmus+ Programme, Key Action 2: Strategic Partnerships, hereinafter referred to as “the Project”, as follows:

Article 1 – Subject matter

1.1. Having regard to the provisions of Regulation (EU) No 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing „Erasmus+“ in the field of education, training, youth and sport, the **Beneficiary** and the **Partner** commit themselves to carrying out the implementation of the Agreement associated with the Project 2023-1-CZ01-KA220-HED-000159335 concluded between the **Beneficiary** and the **National Agency** (hereinafter “Grant Agreement”) and in accordance with the general and special conditions and all financial and contractual rules and conditions as specified within the Grant Agreement and its annexes; the Grant Agreement forms an integral part of this agreement, is attached in the form of annexes hereto in the Czech version concluded between the Beneficiary and National Agency and in an English contract template version; each party declares to have been acquainted with the contents thereof.

¹ Regulation (EU) No 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing ‘Erasmus+’: the Union programme for education, training, youth and sport and repealing Regulation (EU) No 1288/2013.

- 1.2. This agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project No 2023-1-CZ01-KA220-HED-000159335 under the Agreement passed between the National **Agency** and the **Beneficiary**.
- 1.3. With regard to rules and conditions concerning the parties, in case of discrepancy between the Grant Agreement and this agreement, the Grant Agreement shall prevail.
- 1.4. The total grant of the project for the contractual period referred to by the Grant Agreement is stipulated at **400 000 EUR**.
- 1.5. The final financial contribution shall depend on the evaluation of the quality of the results of the project No **2023-1-CZ01-KA220-HED-000159335** pursuant to the conditions of the Grant Agreement, but shall, under no circumstances, give rise to a profit during the project implementation.
- 1.6. With the signature of this Agreement, the **Beneficiary** and the **Partner** accept the grant and agree to implement the Project, acting on their own responsibility.

Article 2 – Duration

- 2.1. The duration of the Project is **30 months**. It starts on **1 November 2023** and ends on **30 April 2026**.
- 2.2. This agreement enters into force on the date of signature by the last of both Parties to the agreement and terminates five years after the date of the payment of the balance by the **Beneficiary** to the **Partner**. In the case of a contract which is subject to publication in the register of contracts pursuant to Czech Act no. 340/2015 Coll., such a contract takes effect only on the day of its publication in the register of contracts.
- 2.3. The period of eligibility of the costs starts on 1 November 2023 and finishes on 30 April 2026, in accordance with the article no. 6.1 of the Grant Agreement.

Article 3 – Obligations of the Beneficiary

The **Beneficiary** shall undertake:

- 3.1. to take all the steps necessary to prepare for, perform and correctly manage the Project in accordance with the objectives of the Project as set out in the Agreement concluded between the **National Agency** and the **Beneficiary**;
- 3.2. to send to the **Partner** a copy of various reports and of any other official document concerning the Project;
- 3.3. to notify and provide the **Partner** with any amendment made to the Grant Agreement concluded with the **National Agency**;
- 3.4. 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;
- 3.5. to comply with all the provisions of Grant Agreement binding the **Beneficiary** to the **National Agency**;
- 3.6. The Beneficiary also agrees to provide the Partner with all-round cooperation and support necessary for the performance of the tasks of the Partner under this agreement.

Article 4 – Obligations of the Partner

The **Partner** shall undertake:

- 4.1. to take all the steps necessary to prepare for, perform and correctly manage the Project in accordance with the objectives of the Project as set out in the Grant Agreement concluded between the **National Agency** and the **Beneficiary**;
- 4.2. to comply with all the provisions of Grant Agreement binding the **Beneficiary** to the **National Agency**;
- 4.3. to communicate to the **Beneficiary** any information or document required by the latter that is necessary for the management of the Project;
- 4.4. to accept responsibility for all information communicated to the **Beneficiary**, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.5. to define in conjunction with the **Beneficiary** the role and rights and obligations of the two Parties, including those concerning the attribution of the intellectual property rights.
- 4.6. to have in place effective procedures and arrangements to provide for the safety and protection of the participants in the Project
- 4.7. to ensure that insurance coverage is provided to participants involved in mobility activities abroad and support and explain to participants – students to take out personal liability top-up insurance themselves
- 4.8. and other relevant terms and conditions, where applicable, are stated in the Grant Agreement.

Article 5 – Financing

- 5.1. The total costs to be committed by the **Partner** for the period covered by the Project is estimated at **45 400 EUR**.
- 5.2. The grant shall take the form of unit contributions and reimbursement of eligible costs actually incurred in accordance with the following provisions:
 - (a) eligible costs as specified in the Article 6 of the Grant Agreement;
 - (b) financial rules as specified in Annex I of this Agreement;
 - (c) estimated partner budget as specified in Annex I of this Agreement.

Article 6 – Budget transfers

- 6.1. Budget flexibility does not apply; changes to the estimated budget (lump sum breakdown) always require an amendment (see Article 39 of Grant Agreement). Amendments for transfers between work packages are moreover possible only if:
 - the work packages concerned are not already completed (and declared in a financial statement) and
 - the transfers are justified by the implementation of the Project.

Article 7 – Payments

- 7.1. The **Beneficiary** commits itself to carrying out payments relating to the subject matter of this

agreement to the **Partner** according to the fulfilment of the tasks and according to the following schedule:

1 st payment	40 %	Within 30 calendar days after signing this agreement.
2 nd payment	40 %	Within 30 calendar days after receiving the 2 nd payment from the National Agency .
Final payment		Within 30 calendar days after receiving the final payment from the National Agency on the condition that the National Agency has approved full amount of the final payment.

assuming the **Partner**'s regular attendance at project meetings and fulfilling the assigned tasks.

- 7.2. 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.
- 7.3. The final payment as mentioned in point 7.1 of this Article shall constitute the payment of the amount necessary to balance revenue and expenditure.

Article 8 – Bank account

Name of the Bank: SWEDBANK AS
Address of the Bank: Balasta dambis 15, Rīga, LV-1048
Account holder: SIA Biznesa augstskola Turība
Account number: LV65 HABA 0551 0013 4598 3
IBAN code: HABALV22

Article 9 – Reports

- 9.1. The **Partner** shall provide the **Beneficiary** with any information and document required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 28 February 2025 in the case of the 1st period and 30 September 2025 in the case of the 2nd period at the latest.
- 9.2. The **Partner** shall provide the **Beneficiary** with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 31 May 2026 at the latest.
- 9.3. The required information and documentation within the Project shall be provided in English.

Article 10 – Monitoring and supervision

- 10.1. The **Partner** shall provide without delay the **Beneficiary** with any information that the latter may request concerning the carrying out of the Project covered by this agreement.
- 10.2. The **Partner** shall make available to the **Beneficiary** any document making it possible to check that the Project is being or has been carried out.
- 10.3. Standard periods after the Project termination: Confidentiality – 5 years after the final payment; and all Project-related documentation keeping – 5 years after the final payment.

Article 11 – Liability

- 11.1. Each contracting party shall release the other from any civil liability in respect to 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.
- 11.2. The **Partner** shall protect the **National Agency**, the **Beneficiary** and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this agreement, to the extent that these damages are not due to the serious or intentional negligence of the **National Agency**, the **Beneficiary** or their personnel.
- 11.3. The financial responsibility of each **Partner** shall be limited to the amount received by the **Partner** from the **Beneficiary**.

Article 12 – Termination of the agreement

- 12.1. The **Beneficiary** may terminate this agreement 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 of the **Partner** by registered letter has remained without effect for one month.
- 12.2. Each party may withdraw from this agreement according to Article 2002 subseq. of the Czech Civil Code; breach of Articles 1, 3, 4, 5, and 7 herein are in such a case considered significant breach of obligations by the offending party.
- 12.3. The **Partner** shall immediately notify the **Beneficiary**, supplying all relevant information, of any event likely to prejudice the performance of this agreement.

Article 13 – Jurisdiction clause

- 13.1. The law applicable to this contract shall be the law of the Czech Republic.
- 13.2. Failing amicable settlement, the Courts of the Czech Republic shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
- 13.3. The parties hereby agree that this partnership agreement shall be fulfilled in accordance with the principles of the Erasmus Charter for Higher Education (ECHE) and proclaim their acquaintance therewith. Failure to do so, especially on behalf of the Partner, may be considered a breach of this agreement with all prospective consequences arising therefrom.

Article 14 – Intellectual Property Rights

Without prejudice to paragraph Article 16 of Grant Agreement, the **Beneficiary** grants the **Partner** the right to make free use of the results of the Project as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

Article 15 – Amendments or additions to the agreement

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

Annexes:

Annex I Estimated partner budget and partner's project tasks and responsibilities

Annex II The Grant Agreement related to the Project No 2023-1-CZ01-KA220-HED-000159335 in the Czech version in an English contract template version

For the **Beneficiary**,
The legal representative:

[Redacted signature]

Rector _____ Digitally signed

[signature]

[date, location]

[Redacted signature and date]

[Redacted signature]

Date:
2024.06.13
08:46:26 +02'00'

For the **Partner**,
The legal representative:

[Redacted signature]

Chairman of the Board _____

[signature]

[date, location]