

- Visegrad Fund
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Partnership Agreement
for the implementation of the Project
Innovative education according to the needs of Industry 4.0 principles in V4
countries
Strategic Grant No. 22320035
funded from the International Visegrad Fund

between

Slovak University of Technology in Bratislava

Address: Vazovova 5, Bratislava 812 43

Slovak Republic

ID: 00397687

VAT ID: SK2020845255

Other public organisation – Higher education institution

Represented by Dr. h. c. prof. h. c. prof. Dr. Ing. Oliver Moravčík – rector
hereinafter referred to as the “Project Promoter”

and

University of Pardubice

Address: Studentská 95, Pardubice, 532 10

Czech Republic

ID: 00216275

VAT ID: CZ00216275

Other public organisation – Higher education institution

Represented by prof. Ing. Libor Čapek, Ph.D., rector
hereinafter referred to as the “Project Partner”

hereinafter referred to individually as a “Party” and collectively as the “Parties”

IT IS AGREED AS FOLLOWS:

Article 1 – Scope and objectives

1. This Partnership Agreement (hereinafter referred to as the “Agreement”) defines the rights and obligations of the Parties and sets forth the terms and conditions of their cooperation in the implementation of the Project.
2. The Parties shall act in accordance with the legal framework of the International Visegrad Fund’s, namely with the Contract on the Provision of Financial Resources from the International Visegrad Fund’s Strategic Grant No. 22320035 between International Visegrad Fund and Slovak University of Technology in Bratislava (hereinafter referred to as the “Contract”). The Parties expressly acknowledge to have access to and to be familiar with the content of the Contract.
3. Any Annexes to this Agreement constitute an integral part of the Agreement. In case of inconsistencies between the Annexes and the Agreement, the latter shall prevail.

Article 2 – Entry into force and duration

1. This Agreement shall enter into force on the date of the last signature by the Parties. It shall remain in force until the Project Partner has discharged in full its obligations towards the Project Promoter as defined in this Agreement.

Article 3 – Main roles and responsibilities of the Parties

1. The cooperation between the Parties consist in:

Project Promoter tasks and responsibilities
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Contact person (name and contacts details)
[REDACTED]
[REDACTED]

Project Partner tasks and responsibilities
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Contact person (name and contacts details)
[REDACTED]

[REDACTED]

2. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this Agreement.

3. The Parties shall carry out their respective obligations with efficiency, transparency, and diligence. They shall keep each other informed about all matters of importance to the overall cooperation and the implementation of the activities to be performed. They shall act in good faith in all matters and shall, at all times, act in the interest of the International Visegrad Fund and the Project.

4. The Parties shall make available sufficient and qualified personnel, which shall carry out their work with the highest professional standard. While carrying out the assignment under this Agreement, the personnel and entities engaged by either Party shall comply with the laws of the respective countries.

5. Whenever in the performance of their assignments under this Agreement the Parties' personnel are on the premises of the other Party, or at any other location in the other Party's country on request of such Party, that Party shall ensure that such premises and locations comply with all applicable national health, safety and environmental laws and standards. The Parties shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to the property of the other Party in connection with the implementation of the Project.

6. The Project Promoter is responsible for the overall coordination, management, and implementation of the Project in accordance with the regulatory and contractual framework specified herein. It assumes sole responsibility for the successful implementation of the Project towards the International Visegrad Fund. The Project Promoter undertakes to, *inter alia*:

- (a) ensure the correct and timely implementation of the Project's activities;
- (b) promptly inform the Project Partner on all circumstances that may have a negative impact on the correct and timely implementation of any of the Project's activities, and of any event that could lead to a temporary or final discontinuation or any other deviation of the Project;
- (c) provide the Project Partner with access to all available documents, data, and information in its possession that may be necessary or useful for the Project Partner to fulfil its obligations;
- (d) provide the Project Partner with a copy of the signed project contract, including any subsequent amendments thereof as of their entry into force;
- (e) consult the Project Partner before submission of any request for amendment of the project contract to the International Visegrad Fund that may affect or be of interest for the Project Partner's role, rights and obligations hereunder;
- (f) prepare and submit in a timely manner to the International Visegrad Fund the Final Project Report in connection with the payment claims, in compliance with the Contract so as to meet the payment deadlines towards the Project Partner as stipulated in this Agreement;

- (g) transfer to the Project Partner's nominated bank account all payments due by the set deadlines;
- (h) ensure that the Project Partner promptly receives all assistance it may require for the performance of its tasks;

7. The Project Partner is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement. The Project Partner shall:

- (a) promptly inform the Project Promoter on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance;
- (b) provide the Project Promoter with all information necessary for the preparation of the Interim Project Report and the Final Project Report within the deadlines and according to the reporting forms set by the Project Promoter;
- (c) immediately inform the Project Promoter of any cases of suspected or actual fraud, corruption or other illegal activity that come to its attention, at any level or any stage of implementation of the Project;
- (d) keep all supporting documents regarding the Project, including the incurred expenditure, either in the form of originals or in versions certified to be in conformity with the originals on commonly accepted data carriers, for at least 10 years from the approval of the final project report;
- (e) provide any bodies carrying out mid-term or ex-post evaluations of the Strategic Grant, as well as any monitoring, audits and on the spot verifications on behalf of the International Visegrad Fund any document or information necessary to assist with the evaluation;
- (f) effectively participate in promoting the objectives, activities, and results of the International Visegrad Fund.

Article 4 – Project budget and eligibility of expenditures

1. The budget share of the Project Partner allocated amongst the budget categories is fixed in Annex I – Project partner's budget.
2. Expenditures incurred by the Project Partner must be in line with the general rules on eligibility of expenditure contained in the Contract.
3. The eligibility of expenditures incurred by a project partner is subject to the same limitations as it would apply if the expenditures were incurred by the Project Promoter.

Article 5 – Financial management and payment arrangements

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. All amounts shall be denominated in **EURO (€) currency**.

3. The provisions of exchange rate risk will be as follows:
Each institution bear the risk of the exchange rate loss that arise on its side.

4. The Project Partner's bank account denominated in *EURO currency* is identified as follows:

Name of bank	[REDACTED]
Full address of bank (branch)	[REDACTED]
Name of account holder	[REDACTED]
Address of account holder	[REDACTED]
Account number / IBAN	[REDACTED]
IBAN	[REDACTED]
BIC / Swift codes	[REDACTED]
Variable symbol (if applicable)	

5. Payments shall be deemed to have been made on the date on which the Project Promoter's account is debited.

Article 6 – Proof of expenditure and financial reporting

1. Proof of expenditure shall be provided by the Project Partner according to Czech Law and regulations to the Project Promoter, to the extent necessary for the Project Promoter to comply with its obligations to the International Visegrad Fund.

2. Costs incurred by the Project Partner shall be supported by receipted invoices or alternatively by accounting documents of equivalent probative value / or an audit report, which must be certified by an independent auditor.

3. The Project Partner will take active part in the reporting phases, whether interim or final ones, by sending in a timely manner to the Project Promoter all the necessary information,

which the Project Promoter needs to comply with its reporting obligations to the International Visegrad Fund.

Article 7 – Audits

1. The Parties accept to participate and to contribute to monitoring and audit activities organised by the International Visegrad Fund and by other relevant bodies entitled to perform such activities, in relation with the financed project.
2. To this purpose, the Parties will disclose any information and will provide any documents required by the monitoring or audit teams in relation with the financed project.

Article 8 – Procurement

1. National and EU law on public procurement shall be complied with by the Parties at any level in the implementation of the Project.
2. The applicable procurement law is the law of the country in which the procurement is being carried out.

Article 9 - Conflict of interest

1. The Parties shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during the performance of the Agreement must be notified to the other Party in writing without delay. In the event of such conflict, the Party concerned shall immediately take all necessary steps to resolve it.
2. Each Party reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Parties shall ensure that their staff, board and directors are not placed in a situation which could give rise to conflict of interests. Each Party shall immediately replace any member of its staff exposed to such a situation.

Article 10 – Ownership and use of the results

1. The Parties retain ownership of the results of the project, including industrial and intellectual property rights and of the reports and other documents relating to it, unless stipulated otherwise in the Agreement.
2. The Parties grant the International Visegrad Fund the following rights to use the results of the project:
 - a) for its own purposes as well as to copy and reproduce in whole or in part and in an unlimited number of copies;
 - b) reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
 - c) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from

- a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;
- d) distribution: the right to authorise any form of distribution of results or copies of the results to the public;
- e) adaptation: the right to modify the results;
- f) translation.

Article 11 – Suspension of payments and reimbursement

1. In cases where a decision to suspend payments and/or request reimbursement from the Project Promoter is taken by the International Visegrad Fund, the Project Partner shall take such measures as are necessary to comply with the decision.
2. For the purposes of the previous paragraph, the Project Promoter shall, without delay, submit a copy of the decision referred to in the previous paragraph to the Project Partner.

Article 12 – Termination

1. In case of termination of the project contract for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.
2. The Project Promoter may terminate this Agreement at any time if the Project Partner fails to sufficiently fulfil or comply with its contractual obligations, unless this was caused by force majeure, after informing the Project Partner accordingly by a registered letter, if the Project Partner fails to fulfil or comply with its contractual obligations within one month after delivery of this letter.
3. Termination of the Partnership Agreement from the reason of convenience, breach, force majeure, ruminant of project contract etc. shall not affect any rights or obligations of a Party leaving the Partnership incurred prior to the date of termination. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

Article 13 – Amendments

1. Any amendment to this Agreement, including its Annexes, shall be the subject of a written agreement concluded by the Parties.

Article 14 – Settlement of disputes

1. The construction, validity and performance of this Agreement shall be governed by the laws of the Slovak Republic.
2. Any dispute relating to the conclusion, validity, interpretation or performance of this Agreement shall be resolved amicably through consultation between the Parties.
3. Both parties may bring legal proceedings regarding decision concerning the application of the provisions of the Agreement and the arrangements for implementing it before the competent Court in the Slovak Republic. The costs related to disputes are not eligible under the Project and shall be borne by each Party individually.

Article 15 – Final provisions

1. During the implementation of the project activities and the reporting phase, the Parties are obliged to comply with regulations of the International Visegrad Fund, if not mentioned in this Agreement, the Parties will comply to the Contract between the Project Promoter and the International Visegrad Fund;
2. If any provision of this Agreement (or part of any provision) is found by any court, tribunal or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
3. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the Parties' original intent.
4. This Agreement has been prepared in two originals, of which each Party has received one.

For the **Project Promoter**

Slovak University of Technology in Bratislava

Signed in: Bratislava

Date: 19. 11. 2024

Name:

Dr. h. c. prof. h. c. prof. Dr. Ing. Oliver Moravčík

Function: Rector

Stamp of the Project Promoter (if applicable)

For the **Project Partner**

University of Pardubice

Signed in: Pardubice

Date: 11. 11. 2024

Name: prof. Ing. Libor Čapek, Ph.D.

Function: Rector

Stamp of the Project Partner (if applicable)

Annex I – Project budget

Project partner V4- 22320035 UPCE

Accommodation and board	€160.00
Expert fees/Fees for authors or artists	€3550.00
Office supplies/consumption material	€400.00
Promotional costs	€200.00
Transportation and postage	€160.00
Project overhead costs	€250.00
Total	€4,720.00

