



## **EUROPEAN SOCIAL FUND PLUS SOCIAL INNOVATION PLUS INITIATIVE**

Innovative Approaches to Mitigate the Societal Consequences

Of Russia's War of Aggression Against Ukraine within

EU Countries

ESF-SI-2024-01

**PROJECT NUMBER – ESF-SI-2024-UA-01-0021**

Project Title: "Support for Ukrainian children in the integration process in schools  
within the Slovak and Czech Republic"

Project Acronym: EU.RESP.4UA

Project duration: 04.04.2025 – 05.10.2026

## **PARTNERS AGREEMENT**

**no. 2025-008-P30**

**To ESF+ Social innovation+ Initiative Grant Agreement**

Concluded between **Inklucentrum – Centrum inkluzívneho vzdelávania, Hattalova 12, 831 03 Bratislava**, coordinator of the above project, represented by Viktor Krizo, CEO, hereinafter referred as the "**Coordinator**"

and

**Krajské centrum vzdelávání a Jazyková škola s právem státní jazykové zkoušky, Plzeň, sady 5. května 42** Partner for the above project, represented by **Lukáš Vlček** with his registered office **sady 5. května 42, 301 00 Plzeň, Česká republika** referred as the "**Partner**"

HAVE AGREED

the **Special Conditions** and **Annexes** below:

- |           |  |
|-----------|--|
| Annex I   | Description of the project (as approved from the project application form) |
| Annex II  | The Grant Agreement between the Granting Authority and the Coordinator     |
| Annex III | Detailed Budget Table  |



which form an integral part of this Agreement (the "Agreement").



## **I - SPECIAL CONDITIONS**

### **ARTICLE 1.1 - PURPOSE OF THE GRANT**

1.1.1 A European Union grant is awarded, under the terms and conditions set out in the Special Conditions and the Annexes to The **Grant Agreement of the ESF-SI-2024-UA-01-0021 project** signed between the Granting Authority – European Social Fund Agency and Coordinator Inklucentrum – Centrum inkluzívneho vzdelávania. The Coordinator and the Partner hereby declare that they have taken note of and accept.

1.1.2 The Partner accepts the grant and undertakes to do everything in his power to carry out the project as described in Annex I, acting on his own responsibility.

1.1.3 The Partner shall inform the Coordinator immediately of any event liable to substantially affect or delay the implementation of the project of which he is aware.

1.1.4 Any modifications or amendments of the Agreement between the Coordinator and the Granting Authority are also applicable for the Partner.

#### **1.1.5. Obligations of the Coordinator**

(a) The Coordinator shall take all the steps necessary to prepare for, perform and correctly manage the activities within the Work Packages set out in Annex I, in accordance with the objectives of the project as set out in the Agreement and its Amendment between the Granting Authority and the Coordinator.

(b) The Coordinator shall inform the Partner of any official correspondence with the Granting Authority as well as of various reports and of any other official documents concerning the project.

(c) The Coordinator shall inform the Partner about any amendment made to the Grant Agreement with the Granting Authority. In case the amendment affects the performance of the Partner, an amendment of the Agreement between the Coordinator and the Partner shall be made too.

#### **1.1.6 Obligations of the Partner**

(a) The Partner shall provide personnel, equipment and other necessary resources and shall take all the steps necessary to prepare for, perform and correctly manage the activities within the Work Packages set out in Annex I, in accordance with the objectives of the project as set out in the Grant Agreement between the Granting Authority and the Coordinator.



(b) During the project's implementation, the Partner shall respect the intellectual property rights of his country when collecting project materials, including the intellectual property rights of texts and images used in the project products.

(c) The Partner shall accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses.

(d) The Partner shall immediately notify the Coordinator, supplying all relevant information of any event likely to lead to his organization's withdrawal from the project Partnership.

(e) The Partner archives all the project documents for 5 years.

(f) In the case of a deep audit of the Granting Authority beyond the project lifetime, the Partner guarantees the correct storage and the correctness of his documents. If the Granting Authority detects irregularities by the Partner and subsequently demands the reimbursement of the grant provided, the Partner assumes liability for the irregularities occurred under his responsibility.

#### 1.1.7 Language

The working language of the project is Slovak, English, and Czech. All the oral and written communication, as well as the project documents and products, shall be delivered in one of these languages. This does not apply to the project sections in the Partner's websites and Outcomes, which should be delivered in the national languages of the Partner (Czech).

### ARTICLE 1.2 – DURATION

1.2.1 The Agreement covers the period of Grant Agreement to **Project ESF-SI-2024-UA-01-0021 – UA support**, signed between the Granting Authority and the Coordinator.

1.2.2 The project and the period of eligibility of costs shall begin on **04.04.2025** (the "starting date of the project") and shall end on **05.10.2026** (the "closing date of the project").

### ARTICLE 1.3 - FINANCING THE PROJECT

1.3.1. The maximum grant amount of the project is estimated at **EUR 428.979,00** as shown in the Annex III Detailed Budget Table, BE-WP Overview.

1.3.2. The Partner agrees with the realignment of the budget as proposed during the first project meeting and approved by all Partners to guarantee the successful delivery of all project

activities and results. The total costs of the project for the Partner is estimated at **EUR 187.751** as shown in the Detailed Budget Table in Annex III, sheet BE002. The estimated budget shall give a detailed breakdown of all the costs that the project may entail. The Partner must provide an evidence to 100% of the total costs of the project of the Partner.

1.3.3. In case the Partner has claimed costs that are not eligible for the project, or are not supported by the required documents, or are not recognized as eligible by the European Commission, the amount of these costs shall be diminished from the amount of the balance payment.

## **ARTICLE 1.4 - PAYMENT ARRANGEMENTS**

### **1.4.0 Pre-financing payments based on private equity of the Coordinator**

An initial pre-financing payment of **EUR 75.100** shall be paid to the Partner no later than 5 days from the date of receiving financial resources from the Granting Authority into the account of Inklusentrum. The second pre-financing payment of **EUR 45.060**. And the final payment of **EUR 30.040**. These amounts shall enable the Partner to pre-finance the activities carried out in the performance of his duties. The payment will be provided to the Partner by the Coordinator based on his private equity. The final payment can only be provided if the Partner delivers all the supporting documents to complete the final report.

### **1.4.3 Payment documents**

For each payment, the Partner shall carry out the evidence of the expenditures on the basis of his national regulations.

## **ARTICLE 1.5 - SUBMISSION OF REPORTS AND OTHER DOCUMENTS**

1.5.1 The Partner shall forward to the Coordinator the data needed to draw up the reports, financial statements and other documents foreseen in the Agreement including its Annexes.

1.5.2. The Partner shall prepare reports on project activities and results regarding project management plans, intellectual outputs and financial reports, according to the rules and requirements of the European Commission for the final report on the one hand and for the formless reports according to the requirements and reporting guidelines of the Coordinator and the Granting Authority on the other.



#### **ARTICLE 1.6 - BANK ACCOUNT**

Payments shall be made to the Partner's bank account or sub-account denominated in euros, as indicated below:

Krajské centrum vzdělávání a Jazyková škola s právem státní jazykové zkoušky  
IBAN: CZ17 0300 0000 0001 9883 4747  
BIC: CEKOCZPP  
Československá obchodní banka

This account or sub-account must identify the payments made by the Coordinator.

#### **ARTICLE 1.7 - GENERAL ADMINISTRATIVE PROVISIONS**

1.7.1 Any official communication addressed to the **Coordinator** in connection with this Agreement shall be in writing, indicating the number and name of the project, and shall be sent to the following e-mail addresses:



1.7.2 Any official communication addressed to the **Partner** in connection with this Agreement shall be in writing, indicating the number and name of the project, and shall be sent to the following addresses:



1.7.3 Any change of address by the Partner shall be communicated in writing to the Coordinator.

#### **ARTICLE 1.8 - DATA PROTECTION**

All personal data contained in or relating to this Agreement shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely for the purposes of the implementation, the management and the follow-up of this Agreement by the Controller, without prejudice to the possible transmission of the data to the bodies in charge with monitoring or inspection tasks in conformity with Community law (the European Court of Auditors, the European Anti-Fraud Office (OLAF), the Financial Irregularities Panel, auditors, etc).

The Partner shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Partner have a query concerning the

processing of his personal data, he shall address it in writing to the Controller. The Partner shall also have the right of recourse to the European Data Protection Supervisor at any time.

For the purpose of this provision, the «Controller» is the person who has represented the Granting Authority for the purpose of the signature of the Grant Agreement between the Granting Authority and the Coordinator.

#### **ARTICLE 1.9 - OTHER SPECIAL CONDITIONS**

The following additional special conditions apply to this Agreement:

##### **1.9.1 Dissemination**

The Partner shall pay specific attention to the importance of dissemination, exploitation of results of the project and to their visibility at a transnational level.

In this respect, he shall **present the project at his company's website**. This website section shall be kept up-to-date with at least a description of the project, link to the official website of the project, mention of the **EU financial support with the relevant logo** and access to the principal results, as and when they become available.

In addition, the Partner shall provide the Granting Authority and/or the European Commission with information requested in order to promote the ESF+ Social Innovation+ Initiative and disseminate the results.

##### **1.9.2 Publicity obligations:**

Relating to the publicity and use of the relevant logo, the Partner shall follow the instructions from Grant Agreement.

##### **1.9.3 Use of the results of the project:**

For the purposes of General Conditions - the right of the Granting Authority and of the European Commission to make free use of the results of the project shall include the rights to publish and to reproduce, without the Agreement of the Coordinator and the Partner.

##### **1.9.4. Disclaimer:**

The partner shall display the disclaimer on all products, publications and outcomes produced in the framework of this partnership under the funding of the European Commission:

**„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 European Social**



**Fund Agency. Neither the European Union nor the Granting Authority can be held responsible for them.“**

1.9.5 – Pre-existing rights and ownership and use of results (including intellectual and industrial property rights)

1.9.5.1 Ownership of the results by the beneficiaries

Unless stipulated otherwise in the Grant Agreement, ownership of the results of the Project, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the beneficiaries.

1.9.5.2 Pre-existing industrial and intellectual property rights

Where industrial and intellectual property rights, including rights of third parties, exist prior to the conclusion of the Grant Agreement, the beneficiaries shall establish a list which shall specify all rights of ownership and use of the pre-existing industrial and intellectual property rights and disclose it to the Granting Authority at the latest before the commencement of implementation.

The beneficiaries shall ensure that they have all the rights to use any pre-existing industrial and intellectual property rights during the implementation of the Grant Agreement.

1.9.5.3 Rights of use of the results and of pre-existing rights by the Granting Authority and the Union, the beneficiaries grant the Union the right to use the results of the Project for the following purposes:

(a) use for its own purposes, and in particular, making available to persons working for the Granting Authority, Union institutions, agencies and bodies and to Member States' institutions, as well as, copying and reproducing in whole or in part and in unlimited number of copies;

(b) distribution to the public, and in particular, publication in hard copies and in electronic or digital format, publication on the internet, including on the Europa website, as a downloadable or non-downloadable file, broadcasting by any kind of technique of transmission, public display or presentation, communication through press information services, inclusion in widely accessible databases or indexes;

(c) translation work of the project outputs is clearly defined and distributed among the Coordinator and the Partner.

(d) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation (EC) No 1049/2001 of the European Parliament and of the Council

of 30 May 2001 regarding public access to European Parliament, Council and European Commission documents;

(e) storage in paper, electronic or other format;

(f) archiving in line with the document management rules applicable to the Granting Authority;

(g) rights to authorize or sub-license the modes of exploitation set out in points (b) and (c) to third parties.

Additional rights of use for the Granting Authority and/or the Union may be provided for in the Special Conditions.

The beneficiaries shall warrant that the Granting Authority and/or the Union has the right to use any preexisting industrial and intellectual property rights, which have been included in the results of the Project. Unless specified otherwise in the Special Conditions, those pre-existing rights shall be used for the same purposes and under the same conditions applicable to the rights of use of the results of the Project.

Information about the copyright owner shall be inserted when the result is divulged by the NA and/or the Union. The copyright information shall read: "© – year – name of the copyright owner.

#### 1.9.6 Additional provisions on the use of the results (including intellectual and industrial property rights)

In addition to the provision of Article 1.9.5, if the beneficiaries produce educational materials under the scope of the Project, such materials shall be made available through the Internet, free of charge and under open licenses.

#### 1.9.7. Termination of the Agreement

The Coordinator may terminate the 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*. The termination might be done after a written notification to the Partner by registered mail, which has remained without effect for four months.

#### 1.9.8. Jurisdiction clause

The law applicable to this Agreement shall be the law of the Slovak Republik.

SIGNATURES:

<b>For the Co-ordinator:</b>	<b>For the Partner:</b>
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