

Partnership Agreement for the implementation of the Project: 101174286 – ESR – CREA-CULT-2024-COOP (CE01) - Residency

Contract No.PL2025117

Concluded under Section 1746, paragraph 2, Act No. 89/2012 Coll., Czech Civil Code, as amended, between the contracting parties:

Lidice Memorial, a contributory organisation of the Ministry of Culture of the Czech Republic with registered office: Tokajická 152, 273 54 Lidice, ID: 70886342 VAT number: CZ70886342 (VAT payer exempt pursuant to Section 61(e) of Act No. 235/2004 Coll., on Czech Value Added Tax), established by the founding charter of the Lidice Memorial No. 9261/2000, effective 20 December 2012 represented by [REDACTED]

Bank account: [REDACTED], [REDACTED], [REDACTED]

tel.: [REDACTED], [REDACTED]

(hereinafter referred to as "Project Coordinator")

And

Pro Progressione Cultural Non-profit Ltd.

with registered office: H-1011 Budapest, Hunyadi János str. 11., Hungary, main registration number: 01-09-992872, VAT number: HU24151526

represented by [REDACTED]

Bank account: [REDACTED], [REDACTED], [REDACTED]

tel. [REDACTED], [REDACTED]

(hereinafter referred to as "Project Partner")

Article I – Introductory provisions, scope and objectives

1. This Partnership Agreement (hereinafter referred to as the "Agreement") defines the rights and obligations of the Parties. It sets out the terms and conditions of their cooperation in the implementation of the "Project: 101174286 - ESR - CREA-CULT-2024-COOP (CE01) - Residency" (hereinafter referred to as the "project").
2. The purpose of this Agreement is to implement the project funded by the European Education and Culture Executive Agency (EACEA) (hereinafter referred to as the "EU Executive Agency" or "support body ") under the powers conferred by the European Commission (hereinafter referred to as the "European Commission"), by the contract dated 10 March 2025 between the Project Coordinator and the Executive Agency (Annex 1) and the approved budget (Annex 2).

Article II – Leading roles and responsibilities of the Parties

1. Both Parties shall take all appropriate and necessary measures to ensure that the obligations and objectives of this Agreement are fulfilled.
2. The parties shall perform their duties efficiently, transparently and diligently, acting in good faith in all matters and always acting in the project's best interests.

3. The Parties shall promptly notify each other in writing (for this Agreement, the written form shall be followed for email communications under Article IX) of any circumstances that could adversely affect the proper and timely implementation of any project activities and of any events that could lead to a temporary or permanent interruption of the project or other deviation from it.
4. The Parties shall ensure, at their own expense and responsibility, that they have sufficient qualified staff to carry out their work to the highest professional standard. In carrying out tasks under this Agreement, personnel and entities engaged by either Party shall comply with the laws of their respective countries.
5. The Parties shall be responsible for performing their obligations and activities under this Agreement to ensure that the agreement's objective is achieved by the Final Project Implementation Date.
6. The Parties shall keep each other informed on all matters relevant to overall cooperation and implementing the activities to be carried out.
7. According to the contract of 10 March 2025 between the Project Coordinator and the EU executive agency:
 - a. Ensure correct and timely implementation of project activities;
 - b. Manage the project;
 - c. to prepare and submit project reports to the granting authority on time in connection with requests for payment by the legal act allocating the funds, to meet the payment deadlines to the Project Partner as set out in this contract;
 - d. Transfer to the bank account designated by the Project Partner all payments due on the due dates;
 - e. ensure, to the extent reasonably possible, that the Project Partner receives promptly any assistance it may need to carry out its tasks that are not beyond the scope of the project.
8. The Project Partner is obliged to:
 - a. to perform its obligations under this Agreement;
 - b. timely and adequately perform the obligations and activities under Article IV of this Agreement;
 - c. Use its share of the project budget only to cover project-related costs;
 - d. properly account for all income and expenditure in connection with the implementation of the project by applicable national legislation;
 - e. comply with the relevant national legislation and legal principles of public procurement;
 - f. At the request of the Project Coordinator, provide further information regarding the Project Partner's responsibilities and activities in the project;
 - g. provide the Project Coordinator with all information and documents necessary for the preparation of all reports to be submitted by the Project Coordinator to the Programme Operator, within the deadlines and according to the reporting forms established by the Project Coordinator;
 - h. Cooperate in the preparation of project modifications;
 - i. Create the conditions and provide the cooperation necessary for project control;
 - j. Perform the activities and duties of the project by the internal control system;
 - k. archive all documents related to the project for at least 10 years from 1 January following the year in which the project was completed, but at least until 31 December 2034;
 - l. must not apply for other funding from the same donor for the same project expenditure to avoid duplication of funding;
 - m. Assist in the evaluation of the project.
9. Significant changes:

- a. are subject to an agreement between the parties;
 - b. Both parties are obliged to notify each other so that the Project Coordinator can submit a change request within the deadline set by the EU executive agency.
 - c. can only be submitted by the Project Coordinator to the EU executive agency with the prior consent of the Project Partner.
 - d. The Project Partner is obliged to notify the Project Coordinator in writing without delay, but no later than within 5 days from the date of the material change in question or the facts leading to it.
10. The Project Partner is obliged to inform the Project Coordinator of all income generated during the project implementation.
 11. Both parties are obliged to inform each other of any suspected irregularity in the project. In cases where the competent authorities take measures to remedy such irregularity, including measures for the recovery of funds, the Party concerned shall be solely responsible for complying with such measures and recovering such funds.

Article III – Activities of the Project Coordinator

1. The Project Coordinator is responsible for the overall coordination, management and implementation of the Project by the contractual framework set out in this Agreement and its Annexes.
2. The Project Coordinator assumes sole responsibility to the granting authority for the successful implementation of the project.
3. The Project Coordinator is solely responsible for their financial commitment to the project, as stated in the indicative budget.

Article IV – Activities of the Project Partner

1. The Project Partner shall be responsible for carrying out the activities and tasks assigned to it by the contractual framework set out in this Agreement and its Annexes.
2. The Project Partner assumes sole responsibility for the successful implementation of its project section, as outlined by the Project Coordinator.
3. The Project Partner is responsible for its financial commitment to the project, which is stated in the indicative budget. Any debts or unpaid payments incurred by him/her shall be his/her sole responsibility

Article V – Project budget and payment terms

1. The total project allocation from the granting authority is 173,040.19 EUR.
2. The Project Executive Agency shall make payment to the Project Coordinator's account by the payment schedule set out in Annexe 1 on pages 9 and 10 in two instalments. The first instalment, representing 80% of the total project allocation, will be transferred to the Project Coordinator's bank account no later than 30 days after the project contract between the Project Coordinator and the EU executive agency is concluded. The remaining 20% will be transferred to the Project Coordinator's bank account 90 days after approval of the final project report.
3. The detailed overall project budget, including the share of each partner in the budget, is given in Annexe 2. If the project budget changes as a result of the amendment, Annexe 2 will be updated accordingly.

4. Expenditure incurred by the Project Partner must comply with the general rules for eligibility of expenditure contained in Attachment 1 – Article VI.
5. The Project Coordinator will transfer the allocated grant to the Project Partner based on the following structure:
 - a. Pre-financing - The first payment of 30% of the total amount allocated to the Project Partner will be paid to the Project Partner no later than 90 days after the signing of this contract.
 - b. Interim funding - Half of the project - The second payment of 30% of the total allocated amount of the Project Partner will be paid to him no later than 90 days after the completion of all tasks and the submission of his documents to complete the "Work Package" "WP 2 - Knowledge Exchange" listed in Annex 1, "Tasks" T2.1, T2.2 listed in Annex 1 on pages 62, 63 and 64, "Deliverables" D1.1, D1.2, D2.1, D2.2, D3.1, D3.2., D4.1 and D4.2 listed in Annex 1 on pages 67, 68, 69, 70 and 71 and "Milestones" M1, M3, M4, M5 and M7 listed in Annex 1 on page 72.
 - c. Interim Financing - Project Closure - A third payment of 20% of the total amount allocated to the Project Partner will be made to the Project Partner no later than 90 days after the Project Partner has completed all tasks and submitted its documents to complete all other "Work Package" "WP 1 - Administration", "WP 3 - Residency" and "WP 4 - Dissemination" listed in Annex 1, "Tasks" T1.1, T1.2, T1.3, T1.4, T3.1, T3.2, T3.3, T3.4, T4.1, T4.2, T4.3, T4.4, T4.5, T4.6 and T4.7 listed in Annex 1 on pages 62, 63, 64 and 65, "Deliverables" D3.3 and D4.3, listed in Annex 1 on pages 67, 70 and 71 and 'Milestones' M2 and M6 listed in Annex 1 on page 72.
 - d. Final funding - no later than 90 days after the last instalment of the allocation is transferred to the Project Coordinator's account by the project executing agency.
6. The Project Partner may not claim reimbursement of costs that are not eligible according to Annexe 1.
7. If there is any doubt as to the eligibility of payment, the Project Partner is obliged to inform the Project Coordinator at least 28 working days before issuing the order so that the latter can check the eligibility of payment with the EU executive agency.
8. If the Project Partner makes an ineligible payment in violation of Article V. Point 7, the Project Partner must pay for the payment from sources other than those allocated to the project.
9. All amounts are denominated in EUR.
10. Payments between the Project Coordinator and the Project Partner shall be made exclusively by bank transfer to the above-mentioned Project Partner's account.
11. Each partner is responsible for paying any bank charges from their budget allocation.
12. In case of a transfer between the Project Coordinator and the Project Partner, the Project Partner pays any transfer costs.
13. Both parties are aware that they are responsible for their tax obligations under the laws applicable in the countries where they are taxpayers.

Article VI – Suspension of payments and reimbursement of costs

1. If the EU Executive Agency decides to suspend payments and/or requires the Project Coordinator to reimburse all or part of the allocation granted, the Project Partner shall take such measures as are necessary to comply with this decision in a proper and timely manner, including the reimbursement of the funds concerned. The Project Partner hereby expressly acknowledges the existence of a possible risk of a change of circumstances (including the possibility of suspension of payments or termination of the project under the contract as per Annexe 1) and accepts this risk without reservation within the meaning of Article 1765(2) of the Civil Code

2. For the preceding paragraph, the Project Coordinator shall, without delay, submit a copy of the decision referred to in the preceding paragraph to the Project Partner.

Article VII – Validity, duration and termination

1. This Agreement shall enter into force on the date of the signature of this Agreement by both Parties. It shall remain in force until the Project Partner has fulfilled its obligations to the Project Coordinator as defined in this Agreement and its Annexes in full.
2. Both parties shall have the right to terminate this Agreement if the other party seriously breaches its obligations and fails to remedy the breach or its consequences even upon written notice from the other party within five working days of the date of receipt of such notice.
3. If the Project Partner is unable to perform the agreed project activities and/or obligations, the Project Partner is obliged to inform the Project Coordinator within five working days from the moment these circumstances arise.
4. If the Project Partner is unable to complete the project, the Project Partner must request the coordinator to agree on the termination of contractual cooperation and immediately return all unspent project funds and funds related to unfinished activities to the Project Coordinator.
5. If the Project Partner breaches its obligations under paragraph II of this Article, the Project Coordinator is entitled to terminate this contract with the prior consent of the EU executive agency.
6. In case of termination of the contract between the EU Executive Agency and the Project Coordinator for any reason, the latter has the right to terminate this Partnership Agreement with immediate effect.

Article VIII – Changes, separability and data protection

1. Any modification of this Agreement, including its annexes, shall be subject to a written agreement between the parties.
2. If a court, tribunal or other authority of competent jurisdiction finds any provision of this Agreement (or part thereof) to be invalid, illegal or unenforceable, that provision or part thereof 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 any provision of this Agreement (or any part thereof) is found to be illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision so that it will be legal, valid and enforceable as amended and will, to the maximum extent possible, effectuate the original intent of the parties.
4. The Project Partner acknowledges that the Project Coordinator, as the controller of personal data, processes the personal data specified in the header of this Agreement (hereinafter referred to as "Personal Data"), as well as all data collected and provided by the Project Partner in the course of the project within the meaning of Regulation (EU) 2016/679 of the European Parliament and the Council on the protection of natural persons about the processing of personal data and the free movement of such data (hereinafter referred to as "the Regulation"), for the following purposes: (i) performance of this Agreement, (ii) compliance with legal obligations in the field of taxation and accounting, and (iii) legitimate interests (future exercise and defence of rights and obligations). The Project Partner shall ensure that all persons associated with the project consent to the use of all relevant personal data (including audiovisual material).

Article IX – Transitional and final provisions

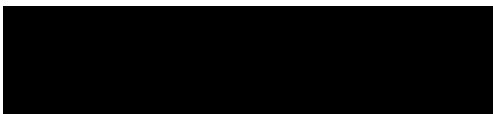
1. All notices and other communications between the parties shall be sent digitally only, by email to the following addresses:
 - a. Project coordinator: [REDACTED]
 - b. Partner: [REDACTED]
2. The primary language of the project is English. All documents, notices and other communications envisaged under this Agreement shall be in English.
3. The Parties acknowledge that this Contract and its amendments will be published in the Czech Register of Contracts under the Act Number 340/2015 Coll. on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (Act on the Register of Contracts). This contract and its amendments shall enter into force at the earliest on the date of their publication within the meaning of Section 5 of the Act on the Register of Contracts.
4. The rights and obligations of the parties not regulated by this contract are governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended. The Parties expressly confirm to each other that the Project Coordinator does not provide any guarantee, promise of indemnity or any other similar instruments through which the Project Coordinator would in any way guarantee to the Project Partner the implementation of the project (in particular the financial performance) by the granting authority.
5. Amendments of any kind affecting the subject matter of this Agreement shall be effective only if made in writing and validly signed by both parties.
6. If any provisions of this Agreement are or become ineffective, the remaining provisions of this Agreement shall remain in effect. The Parties shall replace the inadequate provisions of this Agreement with other adequate provisions that best correspond in content and intent to the content and intent of the original ineffective provisions.
7. Any disputes arising from this contract shall be governed by Czech law. The parties agree, pursuant to Section 89a of the Czech Civil Code, that the competent court for resolving disputes shall be the court of the Project Coordinator's seat, i.e., the District Court in Kladno, Czech Republic.
8. This contract is drawn up in two copies, one of which shall be given to each of the parties.
9. As an expression of their mutual assent, the parties affix their signatures to this Agreement.
10. The undersigned declare that they are authorised to sign this Agreement on behalf of the Parties.
11. The following annexes form an integral part of this contract:
 - a) Annexe 1 - Contract "Project: 101174286 - ESR - CREA-CULT-2024-COOP associated with document Ref: Ares(2025) 1828996 - 07/03/2025" dated 10 March 2025, between the Project Coordinator and the EU executive agency.
 - b) Annexe 2 - Approved budget "Project: 101174286 - ESR - CREA-CULT-2024-COOP associated with document Ref: Ares(2025) 1828996 - 07/03/2025" dated 26 March 2025.

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Signatures:

On behalf of the Project Coordinator:

In Lidice, Czech Republic



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Date


Lidice Memorial

On behalf of the Project Partner:

In Budapest, Hungary



11/07/2025
.....

Date

Pro Progressione