



Funded by the  
Erasmus+ Programme  
of the European Union

## **PARTNERSHIP AGREEMENT**

**Under the Erasmus+ Programme**

**KA2 STRATEGIC PARTNERSHIP PROJECT**

**n° 2017-1-LT01-KA204-035204 - 913490808**

This contract, drawn up under the Community programme Erasmus+ shall govern relations between:

*Official name: Ignalina district municipality public library*

*Official Status: The municipality institution*

*Institution code: 188204434*

*Address: Atgimimo str. 20, Ignalina, LT-30113*

*VAT: -*

*PIC: 91390587,*

hereafter named "the Coordinator ",

represented by *Director Loreta Alekniėnė*

of the one part,

and

*Official name: Municipal library Prachatice*

*Official Status: The municipality institution, funded institution*

*Institution code: 00583197*

*Address: Husova 71, 383 01 Prachatice, Czech Republic*

*VAT: -*

*PIC: 913490808,*

hereafter named "the Beneficiary ", represented by *Director Mgr. Hana Mrázová,*

of the other part,

Have agreed as follows:

## Article 1 – Subject

1. Having regard to the Grant agreement n° 2017-1-LT01-KA204-035204 concluded between the **Coordinator** and the **National Agency**, the **Coordinator** and **Beneficiary** commit themselves to carrying out the work programme covered the contract mentioned above.
2. The grant of the whole project for the contractual period shall be of a maximum amount of 80020,00 **EUR** and shall take the form of unit contributions and reimbursement of eligible costs.
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° 2017-1-LT01-KA204-035204 pursuant to the rules laid down at Annexes III and IV of the Agreement n° 2017-1-LT01-KA204-035204 and agreement itself, but shall, under no circumstances, give rise to a profit.
4. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project n° 2017-1-LT01-KA204-035204 under the Agreement passed between the **National Agency** and the **Coordinator**.
5. The subject matter of this Agreement and related information in the annexes form an integral part of this contract and each party declares to have read and approved that.

## Article 2 – Duration

1. The project referred to the Article I has duration of **22 months**. It starts on **on 01.10.2017 and ends on 31.07.2019**.
- 2.
3. This contract enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in Article 7/Payments.
4. The period of eligibility of the costs starts on **on 01.10.2017 and finishes on 31.07.2019**.

## 5. Article 3 - General obligations and roles of the beneficiaries

The beneficiaries:

1. are jointly and severally liable for carrying out the action in accordance with the Agreement concluded between the **National Agency** and the **Coordinator**. If a beneficiary fails to implement its part of the action, the other beneficiaries become responsible for implementing this part (*but without increasing the maximum amount of the grant*);
2. must comply jointly or individually with any legal obligations they are bound by under applicable EU, international and national law;
3. must make appropriate internal arrangements to implement the project properly. The arrangements must be consistent with the terms of the Agreement concluded between the **National Agency** and the **Coordinator**. If provided for in the Special Conditions, those arrangements must take the form of an internal cooperation agreement between the beneficiaries.

## Article 4 – General obligations and role of each beneficiary

Each beneficiary must:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement n° 2017-1-LT01-KA204-035204 concluded between the **National Agency** and the **Coordinator**;

2. to comply with all the provisions of Agreement n° 2017-1-LT01-KA204-035204 binding the **Coordinator** to the **National Agency**;
3. to communicate to the **Coordinator** any information or document required by the latter that is necessary for the management of the project;
4. inform the **Coordinator** immediately:
  - a. of any events or circumstances of which the beneficiary is aware, that are likely to affect or delay the implementation of the *project*;
  - b. of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
5. submit in due time to the coordinator:
  - a. the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;
  - b. all the necessary documents required for audits, checks or evaluations.
6. to accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
7. to define in conjunction with the **Coordinator** the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

## **Article 5 – Obligations of the Coordinator**

The Coordinator must:

1. to take all the steps necessary to prepare for, perform and correctly manage and monitor the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement concluded between the **National Agency** and the **Coordinator**;
2. to send to the **Beneficiary** a copy of various reports and of any other official document concerning the project;
3. to notify and provide the **Beneficiary** with any amendment made to the Agreement n° 2017-1-LT01-KA204-035204 concluded with the **National Agency**;
4. 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;
5. to comply with all the provisions of Agreement n° 2017-1-LT01-KA204-035204 binding the **Coordinator** to the **National Agency**.

## **Article 6 – Financing**

1. The total expenditure (which could be granted) to be committed by the **Beneficiary** for the period covered by this contract is estimated at **10 440,00** EUR.
2. The beneficiary is allowed to transfer up to 20% of the funds allocated for Project management and implementation, Transnational Project Meetings, Intellectual Outputs, Multiplier Events, Learning/teaching/training activities and Exceptional costs to any other budget category with the exception of the budget categories Project management and implementation costs and Exceptional costs and **only after written agreement (e-mail or paper) with Coordinator**.

3. Any budget transfer shall result in an increase of maximum 20% of the amount awarded to that budget category as specified in Annex I. **Transfers between budget categories could be made just after agreement in written form (e-mail or paper) with Coordinator.**
4. The beneficiary is allowed to transfer funds allocated for any budget category to the budget category Special needs support, even if no funds are allocated for Special needs support as specified in Annex I. In such case the maximum increase of 20% of the budget category Special needs support shall not apply. **Coordinator must be informed in advance in written form (e-mail or paper).**

## Article 7 – Payments

1. The **Coordinator** commits himself to carrying out payments relating to the subject matter of this contract to the **Beneficiary** according to the achievement of the tasks and according to the following schedule:

1 <sup>st</sup> payment	- EUR – 40%	Within 30 calendar days after signing this contract (both sides) and receiving the first advanced payment from the National Agency.
2 <sup>nd</sup> payment	- EUR – 40%	Within 30 calendar days after receiving the 2 <sup>nd</sup> payment from the National Agency which will be done after Beneficiary Progress report approval (after Beneficiary will present to coordinator all needful documentation about incurred costs from the first payment) .
Final payment	- EUR – 20%	Within 30 calendar days after receiving the final payment from the National Agency to coordinator. (These 20% EUR Beneficiary will spend from their own budget. After all needful documentation about incurred costs from the second payment and all payments after coordinator`s Final report approval - the Beneficiary will get the last 20 % EUR.)

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.

## Article 8 – Currency requests for payments and payments

1. All payments will be made in Euro.
2. Where the partner keeps its general accounts in Euro, it shall convert costs incurred in another currency into Euro according to its usual accounting practices.
3. Where the Partner keeps its general accounts in a currency other than the Euro, it shall convert costs incurred in another currency into Euro at the average of the daily exchange rates published in the C series of Official Journal of the European Union, determined over the corresponding reporting period. Where no daily Euro exchange rate is published in the Official Journal of the European Union for the currency in question, conversion shall be made at the average of the monthly accounting rates established by the Commission and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)), **applicable at the time when the last of the two parties (National Agency and Coordinating**

**institution) signed the Grant agreement**, ensuring that they always receive the Euro counter equivalent and determined over the corresponding reporting period.

#### **Article 9 – Financial obligation of Beneficiary**

1. Beneficiary undertake to accomplish planned activities following project application and updated plans, which has to be agreed with all partners, and to use planned budget (see Annex I to this Agreement).
2. For activities and tasks accomplishment Beneficiary should use planned budget (see Annex I to this Agreement) and if all activities and tasks are implemented as planned in application all planned budget (see Annex I) has to be spent till the end of the project. Seeing financing mechanism which determine that maximum 80% (of total granted) is received in the project development period and 20% (of total granted) after project ends, i.e. Within 30 calendar days after receiving the final payment from the National Agency which will be done after Beneficiary Final report approval (see Article 7/Payments), beneficiary is acknowledged and takes responsibility to make input (maximum 20% of eligible costs, which are settled in Annex I) to project account from their own institutional funds. Payment of maximum 20% of eligible costs of project eligible budget is available by National Agency to the Coordinator and later on by the Coordinator to Beneficiary after the Project Final Report approval only if all planned budget is spent in project development period (01.10.2017 – 31.07.2019) and all activities are handled out as planned in Application.

#### **Article 10 – Beneficiaries bank account**

Name of the Bank: MONETA Money Bank, a.s.

Address of the Bank: Družstevní 92, 383 01 Prachatice, Czech Republic

Account holder: Town Prachatice, Velké náměstí 3, 383 01 Prachatice, Czech Republic

IBAN/Account number: CZ97 0600 0000 0001 9364 2279

The account or sub-account specified in the Grant Agreement and to which the Erasmus+ grant will be paid should be:

- in the name of the Founder's Beneficiary (personal accounts are not acceptable under any circumstances);
- denominated in Euro;
- must be able to identify the payments.

#### **Article 11 – Reports**

The **Beneficiary** shall provide the **Coordinator** with any information and document required for the preparation of the Progress reports and, where appropriate, with certified copies of all the necessary supporting documents *completed and signed by the legal representative by 30. 06 2018 and 31.07.2019 at the latest.*

1. The Partner shall provide the **Coordinator** with any information and document required for the preparation of the final report and, where appropriate, with certified copies of all the necessary supporting documents *completed and signed by the legal representative by 31.07.2019 at the latest.*
2. The Partner undertakes to submit the reports to Coordinator in English language.
3. The Beneficiary agrees to supply to the Coordinator all the information that the latter finds necessary to ask for, concerning the implementation of the present Contract.

4. The **Beneficiary** shall promptly inform in written form (e-mail or post) the **Coordinator** of any delay in the performance of the activities undertaken by the **Partner** under the present Contract.

#### **Article 12 – Duty to keep documents**

1. The **Beneficiary** must keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, during a period of five years starting from the date of payment of the balance.
2. The period during which documents must be kept is limited to three years if the maximum amount of the grant is not more than EUR 60 000.

#### **Article 13 – Monitoring and supervision**

1. The **Beneficiary** shall provide without delay the **Coordinator** with any information that the latter may request concerning the carrying out of the work programme covered by this contract.
2. The **Beneficiary** shall make available to the **Coordinator** any document making it possible to check that the aforementioned work programme is being or has been carried out.
3. The obligations described in Article 20 of the agreement n° 2017-1-LT01-KA204-035204 apply *mutatis mutandis* to the contractor and beneficiary.

#### **Article 14 – Liability**

1. 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.
2. The **Beneficiary** shall protect the European Commission, the **National Agency**, the **Coordinator** and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract, to the extent that these damages are not due to the serious or intentional negligence of the EC, the **National Agency**, the **Coordinator** or their personnel.

#### **Article 15 – Termination of the contract**

1. The **Coordinator** may terminate the contract if the **Beneficiary** 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 **Beneficiary** by registered letter has remained without effect for one month.
2. The **Beneficiary** shall immediately notify the **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this contract.

#### **Article 16 – Usage of the results of the project**

1. The **Partner** undertakes to disseminate freely accessible information on the Project implementation activities at national and (or) international levels.

2. The **Partner and Coordinator** undertake to provide free access in the Internet to the intellectual outputs developed within the Project.

### **Article 17 – Amendments or additions to the contract**

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

### **Annexes**

- I. Detailed budget relating to the activities of the **Beneficiary**.
- II. Description of the **Beneficiary's** tasks and responsibilities.

SIGNATURES

For the **Coordinator**

For the **Beneficiary**

Loreta Alekniene  
Director

Mgr. Hana Mrázová  
Director

Done at Ignalina  
Date: 17-10-2017

Done at Prachatice  
Date: 27-10-2017

**Annex I DETAILED BUDGET RELATING TO THE ACTIVITIES OF THE  
BENEFICIARY**

**Budget Summary**

Budget items	Total per project, in Euros
1. Project management and Implementation	5 500,00
2. Transnational Project meetings	2 300,00
3. Intellectual outputs	-
4. Multiplier events	-
5. Transnational Learning/Teaching/Training activities:	
5.1. Travel	1100,00
5.2. Individual support	1540,00
5.3. Linguistic support	
6. Exceptional Costs - OCT Travel	
7. Special Needs Support	
8. Exceptional Costs (75%)	
Total Granted	10 440,00



## **Annex II PROJECT TASKS AND PARTNERS RESPONSIBILITIES**

*The objective of project is:*

*To improve the non- formal adults' education, this process connecting with smart technologies and creativity, cooperating between partners from Lithuania, Check and Norway.*

*To seek this objective we have tasks:*

- 1. To give for adults attractive and motivating education methods, which will help to solve problems through technology skills.*
- 2. To strengthen the non- formal education and service offerings, creating a creative learning space, linked to the smart technologies.*
- 3. To provide knowledge and skills, which promote citizenship and allow actively participate in the social life.*
- 4. To share experiences and good practice in the field of non-formal adults' education between project partners.*

*The main target group are adults from 45 years old who live in the project activities places.*

Municipal Library in Prachatice will be responsible for successful activities implementation in the Czech Republic. Library management team will co-ordinate and organize the communications between partners, monitoring. Library together with Senior Civil project team will create learning programs.