



Erasmus+ Programme

Partnership Agreement

VERSION 05: 13 NOVEMBER 2017

Partnership Agreement

2017-1-CZ01-KA203-035562

Per aspera ad astra simul (Through difficulties to the stars together)

The present Partnership Agreement, hereinafter referred to as “the Agreement”, is made and entered into by and between,

Astronomickýústav AV ČR, v.v.i.
Fričova 298
251 65 Ondřejov Česká republika
PIC: 999511766
Erasmus ID: N/A

hereinafter referred to as the “coordinator”, represented for the purposes of signature of the Agreement by [REDACTED], director, the legal representative as defined in the Grant Agreement 2017-1-CZ01-KA203-035562,

and the following beneficiaries:

1. Masarykova Univerzita – established in Czech Republic
PIC: 999880657
Erasmus ID: CZ BRNO05
2. Univerzita Komenského v Bratislave – established in Slovakia
PIC: 999841566
Erasmus ID: SK BRATISL02
3. Astronomický ústav Slovenskej Akadémie vied – established in Slovakia
PIC: 999952146
Erasmus ID: N/A
4. Instituto de Astrofísica de Canarias – established in Spain
PIC: 999806355
Erasmus ID: N/A

hereinafter referred to as the “beneficiaries”, represented for the purposes of signature of this Agreement by their legal representatives, according to the Mandates previously signed and attached to the Grant Agreement (here in Annex II).

Where a provision applies without distinction to the "coordinator" and the "beneficiaries", for the purpose of this Agreement they will be collectively referred to as the "beneficiaries".

The parties hereby have agreed as follows:

Article 1

Subject of the Partnership Agreement

1.1 This Agreement defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ project titled *Per aspera ad astra simul* (Through difficulties to the stars together (hereinafter referred to as the “project”)).

1.2 The coordinator and the beneficiaries, undertake to do everything in their power to carry out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement 2017-1-CZ01-KA203-035562, concluded between the coordinator and the *Dům zahraniční spolupráce* (hereinafter referred to as the "National Agency"), related to the above-mentioned project.

1.3 The subject matter of this Agreement and the related work programme are detailed in the annexes of the Grant Agreement. The respective Grant Agreement terms and conditions, related annexes, shall form an integral part of the present Agreement, and take precedence over it (see Article 20 of the present Agreement for the list of annexes).

1.4 The coordinator and the beneficiaries shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2

Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the National Agency.

Article 3

Obligations and responsibilities

3.1 General obligations and role of the beneficiaries (including the coordinator).

The beneficiaries:

- (a) are responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement and approved application, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) are responsible for complying with any legal obligations incumbent on them jointly or individually;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.

The associated partner:

- (a) As an associated partner, GRANTECAN will not be responsible for the administration of any financial aspect of the grant. GRANTECAN, however, will be responsible for the reception and hosting of mobility with financial coordination through the IAC within the long-standing agreement between the two parties.

3.2 Specific obligations and role of the coordinator.

The coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the beneficiaries and the National Agency, and inform the beneficiaries of any relevant communication exchanged with the National Agency;
- (c) inform the beneficiaries of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (d) as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the National Agency, as per the dispositions of Article I.4 of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the beneficiaries, as per the dispositions of Article I.4 of the Grant Agreement;
- (h) provide one copy of this Agreement duly signed to each beneficiary and to the National Agency within 6 months of the signature of the Grant Agreement.
- (i) provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the Guidelines for the Use of the Grant, the various reports templates and any other relevant document concerning the project.
- (j) transmit to the beneficiaries copies of all reports submitted to the National Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.

3.3 Specific obligations and role of each beneficiary (excluding the coordinator).

Each beneficiary undertakes to:

- (a) ensure adequate communication with the coordinator and with the other beneficiaries;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement;
- (c) submit in due time to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;
- (e) notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);

- (f) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.

Article 4 Financing the action

4.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to EUR 288164 and shall take the form as stipulated in Annex III of the Grant Agreement.

Article 5 Payment arrangements

5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary using the accounts stipulated in Annex III of this Agreement.

5.2 The transfer of the Erasmus+ grant contribution to individual beneficiaries will be implemented in accordance with the following schedule:

1. The 1st part of an advance payment will be sent without unjustified delay after signature of this Agreement as stated in annex I. The rest of the first advance payment will be distributed after the Mobility call evaluation (expected in March 2018). Second and every subsequent payment requires only an approval of Project coordination board by vote.

2. As soon as the 2nd advance payment is received by the Coordinator, the whole amount will be distributed without a delay to the beneficiaries according to decision of Project coordination board. Each beneficiary will receive the remaining amount up to the 80% of its planned contribution.

3. As soon as the final payment is received by the Coordinator, the whole amount will be distributed without a delay to the beneficiaries according to their eligible costs during the whole duration of the project.

4. If necessary, the Project coordination board (Article 8.) can decide by a vote about any proposed changes in the budget plan.

5.3 Erasmus+ grant amounts received in advance and not used by the beneficiaries will be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.

5.4 Beneficiaries are obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the National Agency at the end of the project, *the beneficiary (ies) responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator within two weeks of the notification to beneficiary concerned.*

5.5 The costs of financial transfers, i.e. costs of dispatch/receipt charged by the bank of the coordinator/beneficiaries, will be covered by the affected party.

Article 6 Reporting

6.1 The coordinator is responsible for submitting in due time to the National Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the beneficiaries commit to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

6.2 The coordinator shall provide the beneficiaries with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO.

6.3 The beneficiaries shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for a period of 6 years after the payment of the final balance under the Grant Agreement. The coordinator may reject any item which cannot be justified in accordance with the rules set out by the National Agency in the Grant Agreement.

Article 7 Budgetary and financial management

7.1 The Erasmus+ grant contribution to the project's staff costs, travel costs and costs of stay will be calculated on the basis of "unit contributions" whose individual amounts are specified in the Erasmus+ Programme Guide, in the Guidelines for the Use of the Grant and in the Guidelines for the Special Mobility Strand (when applicable).

7.2 For the implementation of the project and the beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the partnership will apply the local rules for sending organization with a maximum of unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant

7.3 The Erasmus+ grant contribution to the project's equipment and subcontracting costs will be based on the justification of the costs actually incurred. This justification will take the form of the support documentation specified in the relevant section of the Guidelines for the Use of the Grant.

7.4 The beneficiaries confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.

7.5 Each beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in project activities.

Article 8 General administrative provisions and project coordination board

8.1 Any important project related communication between the parties shall be done in writing and addressed to the appointed project manager of each beneficiary, as per the details below:

For the coordinator:

██████████
Fricova 298, Ondrejov 25165 CZ
██████████

For the beneficiaries:

Masarykova Univerzita
██████████
Faculty of Science, Kotlářská 2, 611 37 Brno
██████████ [@physics.muni.cz](mailto:██████████@physics.muni.cz)

Univerzita Komenského v Bratislave

FMFI UK, Mlynská dolina, 842 48 Bratislava, Slovakia

Astronomický ústav Slovenskej Akadémie vied

Tatranska Lomnica
05960 Vysoke Tatry

Instituto de Astrofísica de Canarias

Vía Lactea s/n
La Laguna
38205

For the associated partner (without budget but receiving/sending Mobility through IAC coordination):

Gran Telescopio de Canarias

Centro Astrofísico en La Palma
Cuesta de San José s/n
San Antonio
38712

The project managers are also members of Project coordination board.

8.2. Project coordination board

Project coordination board consists of one representative of each beneficiary. The Coordinator chairs all meetings of the Board. Any decision may also be taken without a meeting if the coordinator circulates to all members a written document which is then approved by a majority of the votes. Each beneficiary shall have one vote.

8.3 Any changes in paragraph 8.1. should be communicated in a timely manner.

Article 9 Promotion and visibility

9.1 The coordinator and the beneficiaries shall ensure adequate promotion of the project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the project.

9.2 Any notice or publication by the project, including at a conference or a seminar, must specify that the project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.12 of the Grant Agreement..

Article 10
Confidentiality and data protection

10.1 The coordinator and the beneficiaries undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

10.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article II.7.1 of the Grant Agreement.

Article 11
Ownership and property rights

11.1 The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiaries, in compliance with Article I.8 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

Article 12
Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

Article 13
Conflict of interest

13.1 The coordinator and beneficiaries must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

13.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the coordinator without delay, and the beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

13.3 The coordinator will decide if it is deemed necessary to inform the National Agency.

Article 14
Working languages

14.1 The working language of the partnership shall be English.

Article 15
Conflict resolution

15.1 In case of conflict between the project partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 Disputes should be addressed in writing to the Coordinator and subsequently discussed within the Project coordination Board which will try to resolve the conflict.

The decision of the Project coordination Board will be final, and the parties will abide by it, as far as legally possible in compliance with national law.

Article 16
Applicable law and jurisdiction

16.1 This Agreement is governed by the Czech law, being the law of the coordinator's country.

16.2 In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the coordinator's country.

16.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to all parties.

16.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

16.5 This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

Article 17
Termination of the Agreement

17.1 In the event that any of the beneficiaries fail to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate their participation in the project, in compliance with provisions in Annex I of Grant Agreement

Article 18
Force Majeure

18.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

18.2 Neither of the parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to *force majeure*. The parties shall take all necessary measures to minimise possible damage to successful project implementation.

Article 19
Amendments

19.1 Any amendments to this Agreement must be made in writing by means of a Supplementary Agreement, and become effective when signed by the authorised legal representatives of all parties.

19.2 The amendment may not have the purpose or the effect of making changes which might call into question the dispositions of the Grant Agreement.

Article 20
Annexes

Annex I – Budget breakdown per partner for the 1st part of the 1st advance payment
Annex II - Copy of the Grant Agreement signed between the coordinator and the National Agency, its annexes, and any existing amendment.
Annex III - Individual Bank account of each beneficiary organisation

Article 21

Signatures

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

AS WITNESS:

The parties have caused this Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Partner (Coordinator):

Astronomickýústav AV ČR, v.v.i.
Fričova 298
251 65 Ondřejov Česká republika

Signature(s):

Name(s): [REDACTED]

Title(s): director, Prof., DrSc.

Date and place: Ondřejov, December 22, 2017

Partner: Instituto de Astrofísica de Canarias
Vía Lactea s/n, La Laguna, 38205, Spain
PIC: 999806355

Signature(s)

Name(s):

Title(s): Director

Date and place: La Laguna, December 1st, 2017

Partner: Masarykova Univerzita
Faculty of Science, Kotlářská 2, 611 37 Brno, Czech Republic
PIC: 999880657
Erasmus ID: CZ BRNO05

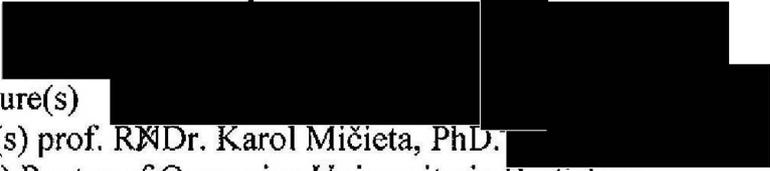
Signature(s)

Name(s) *Mikuláš Bek*

Title(s) *Rector*

Date and place

Partner: Univerzita Komenského v Bratislave
FMFI UK, Mlynská dolina, 842 48 Bratislava, Slovakia
PIC: 999841566
Erasmus ID: SK BRATISL02

Signature(s) 

Name(s) prof. RNDr. Karol Mičieta, PhD.

Title(s) Rector of Comenius University in Bratislava

Date and place 21.12.2017 in Bratislava

Partner: Astronomický ústav Slovenskej Akadémie vied
Tatranska Lomnica, 05960 Vysoké Tatry, Slovakia
PIC: 999952146
Erasmus ID: N/A

Signature(s)

Name(s) :

Title(s) :

director

Date and place

Tatranska Lomnica, Dec. 21, 2017



ANNEX I

Budget/Expenditure breakdown for the 1st payment (coordinator **AI ASCR**)

- BUDGET ITEMS**- MANAGEMENT BUDGET**

500EURx36months=18000 EUR

- TRANSNATIONAL MEETING

4970 EUR (from which 202 EUR payable to UK Bratislava)

- INTELLECTUAL OUTPUT

public lectures organization = 1560 EUR

- MOBILITY COST

short term mobility = 1890 EUR

travel subsistence = 530 EUR

short term mobility = 990 EUR (1 from IAC quota from original budget draft)

travel subsistence = 265 EUR (1 from IAC quota from original budget draft)

DISSEMINATION EVENTS

N/A

AMOUNT RETAINED FOR DISTRIBUTION AFTER MOBILITY CALL EVALUATION

28105,6 EUR

TOTAL AMOUNT OF 1st payment = 22005 EUR + 28105,6 EUR (RETAINED)

Further payments in accordance with Annex V (Cummulative budget) will be agreed on once the call for long term mobility is closed and applications are under review. This Annex I will be adjusted accordingly (planned for March 2018).

This Annex can be adjusted any time by mutal agreement of the partners. In such case, adjusted values are provided in the Annex I amendment and signed by each partners main responsible (IAC – [REDACTED], AI SAV – [REDACTED], UK Bratislava – [REDACTED], UTFAMU – [REDACTED])

ANNEX I

Budget/Expenditure breakdown for the 1st payment (**PARTNER IAC**)

- BUDGET ITEMS:

- MANAGEMENT BUDGET

250 EURx36 months = 9000 EUR

- MOBILITY COST

- short term mobility = 1890 EUR x 6

- travel subsistence = 530 EUR x 6

DISSEMINATION EVENTS

N/A

INTELLECTUAL OUTPUT

N/A

TOTAL AMOUNT OF 1st payment = 23520 EUR

Further payments in accordance with Annex V (Cumulative budget) will be agreed on once the call for long term mobility is closed and applications are under review. This Annex I will be adjusted accordingly (planned for March 2018).

This Annex can be adjusted any time by mutual agreement of the partners. In such case, adjusted values are provided in the Annex I amendment and signed by each partner's main responsible (IAC – [REDACTED], AI SAV – [REDACTED], UK Bratislava – [REDACTED], UTFAMU – [REDACTED])

ANNEX I

Budget/Expenditure breakdown for the 1st payment (**PARTNER MU Brno**)

- BUDGET ITEMS:

- MANAGEMENT BUDGET

250 EURx36 months = 9000 EUR

- MOBILITY COST

- short term mobility = 1890 EUR x 2

- travel subsistence = 530 EUR x 1

- travel subsistence = 180 EUR x 1

DISSEMINATION EVENTS

N/A

INTELLECTUAL OUTPUT

N/A

TOTAL AMOUNT OF 1st payment = 13490 EUR

Further budget will be agreed on once the call for long term mobility is closed and applications are under review. Annex I will be adjusted accordingly (planned for March 2018).

This Annex can be adjusted any time by mutual agreement of the partners. In such case, adjusted values are provided in the Annex I amendment and signed by each partners main responsible (IAC – [REDACTED], AI SAV – [REDACTED], UK Bratislava – [REDACTED], UTFAMU – [REDACTED])

ANNEX I

Budget/Expenditure breakdown for the 1st payment (**PARTNER UK Bratislava**)

- BUDGET ITEMS:

- MANAGEMENT BUDGET

250 EURx36 months = 9000 EUR

- MOBILITY COST

- short term mobility = 1890 EUR x 2

- travel subsistence = 530 EUR x 1

- travel subsistence = 180 EUR x 1

DISSEMINATION EVENTS

N/A

INTELLECTUAL OUTPUT

N/A

TRANSNATIONAL MEETING

- travel subsistence = 202 EUR

TOTAL AMOUNT OF 1st payment = 13692 EUR

Further budget will be agreed on once the call for long term mobility is closed and applications are under review. Annex I will be adjusted accordingly (planned for March 2018).

This Annex can be adjusted any time by mutual agreement of the partners. In such case, adjusted values are provided in the Annex I amendment and signed by each partners main responsible (IAC – [REDACTED], AI SAV – [REDACTED], UK Bratislava – [REDACTED], UTFAMU – [REDACTED])

ANNEX I

Budget/Expenditure breakdown for the 1st payment (**PARTNER AI SAV**)

- BUDGET ITEMS:

- MANAGEMENT BUDGET

250 EURx36 months = 9000 EUR

- MOBILITY COST

- short term mobility = 1890 EUR x 2

- travel subsistence = 530 EUR x 1

- travel subsistence = 180 EUR x 1

- travel subsistence = 900 EUR x 1 (Th. Pribulla 10 days)

- travel subsistence = 265 EUR x 1 (Th. Pribulla)

DISSEMINATION EVENTS

N/A

INTELLECTUAL OUTPUT

N/A

TOTAL AMOUNT OF 1st payment = 14655 EUR

Further budget will be agreed on once the call for long term mobility is closed and applications are under review. Annex I will be adjusted accordingly (planned for March 2018).

This Annex can be adjusted any time by mutual agreement of the partners. In such case, adjusted values are provided in the Annex I amendment and signed by each partners main responsible (IAC – [REDACTED], AI SAV – [REDACTED], UK Bratislava – [REDACTED], UTFAMU – [REDACTED])

ANNEX III – Bank accounts

The partnership should create an individual annex for each beneficiary with their bank account details and signed by the legal representative:

PARTNER IAC

Name of Bank: [REDACTED]

Address of branch: [REDACTED]

Name and address of account holder: [REDACTED]

IBAN: [REDACTED]

ANNEX III – Bank accounts

PARTNER AI SAV

Name of Bank: [REDACTED]

Address of branch: [REDACTED]

Name and address of account holder: [REDACTED]

[REDACTED]

Account number: [REDACTED]

IBAN: [REDACTED]

ANNEX III – Bank accounts

PARTNER UK Bratislava

Name of Bank: [REDACTED]

Address of branch: [REDACTED]

Name and address of account holder: [REDACTED]

IBAN: [REDACTED]

ANNEX III – Bank accounts

Partner AI ASCR (Coordinator)

Name of Bank: [REDACTED].

Address of branch: [REDACTED]

Name and address of account holder: [REDACTED]

[REDACTED]

Full account number (including bank codes): [REDACTED]

IBAN: [REDACTED]

ANNEX III – Bank accounts
Partner MU BRNO

Name of Bank: [REDACTED]
Address of branch: [REDACTED]
Name and address of account holder: [REDACTED]
Full account number (including bank codes): [REDACTED]
IBAN: [REDACTED]