

**PARTNERSHIP AGREEMENT for
the IMPLEMENTATION of the Successfully Teaching Astronomy in
Schools (STARS)**

project funded with the support of the ERASMUS+ Programme

**AGREEMENT NUMBER – 2017-1-SK01-KA201-035344_ZAPADOCESKA
UNIVERZITA V PLZNI**

This contract, drawn up under the Erasmus+ Programme (REGULATION (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing Erasmus+, shall govern relations between:

EXPOL PEDAGOGIKA s.r.o.

Heydukova 12 – 14

811 08 Bratislava

Slovakia

Registration No: 35711302

VAT: SK2020218717

hereafter named "**the Coordinator**", represented for the purposes of signature of this Agreement by JUDr. Monika Fegyveres Oravská, Executive Manager

on the one part,

AND

ZAPADOCESKA UNIVERZITA V PLZNI

UNIVERZITNI 8,

301 00 PILSEN

Czech Republic

VAT: CZ49777513

Registration Number: 49777513

hereafter named "**the Partner Organisation**", represented for the purposes of signature of this Agreement by doc. Dr. RNDr. Miroslav Holeček, Rector

on the other part,

WHICH HAVE AGREED:

to the **Special Conditions** (hereinafter referred to as "the Special Conditions") and the following Annexes:

Annex I General Conditions

Annex II Estimated Budget; Description of Tasks; Calendar of Activities

Annex III Financial and contractual rules

Annex IV List of Partner Organisations

ARTICLE I – SUBJECT MATTER OF THE AGREEMENT

I.1 The Slovak Erasmus+ National Agency (hereinafter referred to as “the NA”) has awarded a grant, under the terms and conditions set out in a grant agreement signed with **EXPOL PEDAGOGIKA s.r.o.**, for the Project entitled **Successfully Teaching Astronomy in Schools** (“the Project”) under the Erasmus+ Programme, Key Action 2: Strategic Partnerships.

I.2 Having regard to the provisions of REGULATION (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing Erasmus+: the Union programme for education, training, youth and sport, the Coordinator and the Partner Organisation commit themselves to carrying out the **work programme** covered by this contract. This work programme comes under the Agreement n°-2017-1-SK01-KA201-035344 concluded between the Coordinator and the NA.

I.3 The present agreement shall **regulate relations between the parties**, and their respective **rights and obligations** with regard to their participation in the project under agreement n°-2017-1-SK01-KA201-035344 passed between the NA and the Coordinator.

I.4 With the signature of the present Partnership Agreement, the Partner Organisation **accept their share of the project grant awarded** to EXPOL PEDAGOGIKA s.r.o. by the NA and agree to implement their part of the Project, acting on their own responsibility.

ARTICLE II – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF PROJECT ACTIVITIES

II.1 The Partnership Agreement shall enter into force on the date on which the last party signs.

II.2 The project referred has duration of **33 months**. It starts on **01/11/2017** and ends on **31/07/2020** both inclusive.

II.3 The period of **eligibility of the costs** starts on **01/11/2017** and finishes on **31/07/2020**.

ARTICLE III - MAXIMUM AMOUNT AND FORM OF THE PROJECT GRANT SHARE

III.1 Maximum project grant share

The total value of the grant share shall be of a maximum amount of **57,130 EUR** (*fifty-seven thousand, one hundred and thirty euro*) and shall take the form of unit costs, lump sums and reimbursement of eligible costs actually incurred in accordance with the following provisions:

- (a) eligible costs as specified in Annex I;
- (b) estimated budget as specified in Annex II;
- (c) financial rules as specified in Annex III.

III.2 Budget headings allocated

The funding allocated to the Partner Organisation for their participation in the Project is distributed into 3 Budget headings as follows:

- **Project Management and Implementation;**
- **Transnational Project Meetings;**
- **Intellectual Outputs.**

III.3 Budget transfers

The Partner Organisation is not allowed to make any transfer of funds from one budget heading to another. All budget-related issues shall be consulted and agreed formally by the Coordinator.

ARTICLE IV –REPORTING AND PAYMENT ARRANGEMENTS

The following reporting and payment provisions shall apply:

IV.1 First pre-financing payment

The pre-financing is intended to provide the Partner Organisation with a float.

The Coordinator shall pay to the Partner Organisation within *15 days following the entry into force of the Partnership Agreement* a first pre-financing payment of **3300 EUR** corresponding to 40% of the maximum estimated budget for **Project Management and Implementation** specified in Annex II.

IV.2 Reporting and further pre-financing payments and reimbursements

- **Pre-financing payments**

IV.2.1 By **31/03/2019** the coordinator shall complete and submit an **INTERIM REPORT** on the implementation of the Project, covering the reporting period from 01/11/2017 to 28/02/2019. The approval of the interim report by the NA is a prerequisite for a second pre-financing payment to be made by the NA to the coordinator.

By **28/02/2019** the Partner Organisation shall provide the Coordinator with all the information and documents required for the successful submission of the interim report to the NA.

In so far as the interim report is approved by the NA and demonstrates that the Project has used at least 70% of the total amount of first pre-financing payment to the Coordinator, the interim report is considered as a request for a second pre-financing payment to the Project.

IV.2.2 The Coordinator shall pay to the Partner Organisation *within 15 days following a second pre-financing payment being made by the NA*, a second pre-financing payment of **3300 EUR** corresponding to 40% of the maximum estimated budget for **Project Management and Implementation** specified in Annex II.

- **Reimbursements**

IV.2.3 By the **dates specified in Annex II** the Partner Organisation shall complete **PROGRESS REPORTS** on the implementation of their part of the Project on a set template designed and provided by the Coordinator, covering the corresponding reporting periods.

IV.2.3.1 In the period between **01/11/2017** and **28/02/2019** and in cases when and if implemented in compliance with the rules set out in Annex III, the Partner Organisation incurs any eligible cost in relation to producing **Intellectual Outputs**, the coordinator shall pay **80%** of the total amount allocated, as specified for the given activity/task in Annex II. The payment shall be made *within 15 days following the formal approval by the Coordinator of the respective progress report due and submitted by the Partner Organisation*.

As progress reports' due dates, as set in Annex II, do not coincide with the end dates for the implementation of tasks related to Intellectual Outputs, the above provision shall be linked to the nearest and following in time progress report submitted by the Partner Organisation and approved by the Coordinator.

IV.2.3.2 In the period between **01/03/2019** and **31/07/2020** and in cases when and if implemented in compliance with the rules set out in Annex III, the Partner Organisation incurs any eligible cost in relation to producing **Intellectual Outputs**, the coordinator shall pay **80%** of the total amount allocated, as specified for the given activity/task in Annex II. The payment shall be made *within 15 days following the formal approval by the Coordinator of the respective progress report due and submitted by the Partner Organisation*.

As progress reports' due dates, as set in Annex II, do not coincide with the end dates for the implementation of tasks related to Intellectual Outputs, the above provision shall be linked to the nearest and following in time progress report submitted by the Partner Organisation and approved by the Coordinator.

The above shall be valid, only IF and AFTER the NA has approved the Interim Report and made a payment to the Coordinator.

If no payment is made by the NA to the Coordinator, the latter shall in no circumstances be obliged to make any further payments to the Partner Organisation.

IV.2.4 In the cases when representatives of the Partner Organisation are obliged to attend a **Transnational Project Meeting**:

- the coordinator shall either **arrange and cover the related travel, accommodation and subsistence costs** for the number of persons allocated and up to the limit specified in Annex II; **OR**
- **reimburse the Partner Organisation** with the amount of funding allocated for attending the meeting, as specified in Annex II, **within 15 days following the date the meeting has taken place** and only if the allocated number of representatives from the Partner Organisation have physically attended the meeting and signed a declaration and attendance list.

The decision on how to proceed in such cases shall be taken by mutual consent, on a case by case basis, and formally confirmed by both parties.

IV.3 Final report and payment of the balance

IV.3.1 Within 60 days after the end date of the Project specified in Article II.2, the Coordinator shall complete a **FINAL REPORT** on the implementation of the Project, and upload all project results on the specified by the European Commission platforms. The report must contain the information needed to justify the whole project grant, as well as the final payment requested on the basis of the eligible costs actually incurred. The final payment to the Coordinator could amount to a maximum of 20% of the total Project budget approved by the NA at contracting stage.

IV.3.2 By **30/06/2020** at the latest, the Partner Organisation shall provide the Coordinator with all the information and documents required for the successful submission of the final report to the NA.

IV.3.3 The Partner Organisation shall certify that the information provided with regard to implementing Project activities is full, reliable and true. It shall also certify that the costs incurred and/or generated can be considered eligible in accordance with the Partnership Agreement and that the requests for payments are substantiated by adequate supporting documents that can be produced also in the context of checks or audits described in Annex I.

IV.3.4 The **payment of the balance**, which may not be repeated, is intended to reimburse or cover, after the end of the project, the remaining part of the eligible costs incurred and/or generated by the Partner Organisation for implementing their part of the Project.

It could be made only if and after the NA has approved and paid the balance payment to the Coordinator.

IV.3.5 The amount due as the balance shall be determined by deducting, from:

- the final amount of the grant determined by the NA;

- the final amount of the Partner Organisation's grant share determined by the Coordinator;
- the total amount of pre-financing and reimbursements already made.

IV.4 Non – submission of documents

Where the Partner Organisation has failed to complete and submit to the coordinator a progress report, or all information and documentation required for the submission of interim and/or final report to the NA by the deadlines set in articles **IV.2.1 and IV.3.2**, the Coordinator reserves the right to terminate the Partnership Agreement in accordance with General Conditions, and request the reimbursement of the full amount of pre-financing and further payments made.

IV.5 Language of reports

The Partner Organisation shall submit all reports in English, unless formally agreed otherwise by the Coordinator.

IV.6 Conversion of costs incurred in another currency into euro

A Partner Organisation who operates its general accounts in currencies other than euro, shall convert costs incurred under this project from the given currency into euro using the daily exchange rate published in the Section C of the Official Journal of the European Union (available at: <http://www.ecb.europa.EU/stats/exchange/eurofxref/html/index.en.html>) applicable on the day on which the cost was incurred.

ARTICLE V – BANK ACCOUNT FOR PAYMENTS

All payments shall be made to the Partner Organisation's bank account as indicated below:

Name of bank: Komerční banka

Address of branch: Na Příkopě 33, 114 07 Praha 1

Precise name of the account holder: ZÁPADOČESKÁ UNIVERZITA V PLZNI

IBAN: CZ81 0100 0000 0048 1153 0257

BIC (SWIFT): KOMBCZPPXXX

ARTICLE VI - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES

VI.1 Data controller

The entity acting as a data controller shall be: **EXPOL PEDAGOGIKA s.r.o.**

VI.2 Communication details of the coordinator

Any communication addressed to the Coordinator shall be sent by the Partner Organisation to the following address:

xxx

EXPOL PEDAGOGIKA s.r.o.

Heydukova 12 – 14

811 08 Bratislava

Slovakia

Email address: [xxx](#)

ARTICLE VII - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

VII.1 The Agreement is governed by the Slovak National Law.

VII.2 The competent court determined in accordance with the applicable National law shall have sole jurisdiction to hear any dispute between the Coordinator and any Partner Organisation concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

ARTICLE VIII – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

If the Partner Organisation produce educational materials under the scope of the Project, such materials shall be made available to the Coordinator - free of any additional charge, and to the general audience - under open licenses¹.

ARTICLE IX – ADDITIONAL PROVISIONS ON SUBCONTRACTING

¹ Free license – a tool, which the owner of the work/products uses to provide consent to others, wishing to use this/these work/products. The license is assigned to each product. There are different types of open licenses, according to the extent of the granted authorizations or restrictions. The Coordinator is free to choose a particular license that will be used for the products produced under the given project. The open license must be assigned to each product. An open license does not transfer to potential users the copyright or the intellectual property rights (Intellectual Property Rights - IPR).

The Partner Organisation shall not subcontract any activities funded from their allocated budget, as defined in Annex II, to anyone, who is not employed by the organisation itself, or to another legal entity through service contract.

ARTICLE X – SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES TO NA

The financial responsibility of the Partner Organisation in relation to the implementation of the Project shall be limited to the amount allocated (estimated budget), as specified in Annex II.

ARTICLE XI – ANY ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW

The Partner Organisation shall carry out their duties under this Partnership Agreement to respect national and international laws and other legal norms applicable.

The terms set out in the Special Conditions shall take precedence over those set out in the Annex I - General Conditions.

The terms set out in the Special Conditions and in Annex I shall take precedence over those set out in Annexes II, III, and IV.

The terms set in Annex III shall take precedence over those set out in Annexes II and IV.

SIGNATURES

For the Coordinator

Executive Manager

JUDr. Monika Fegyveres Oravská

For the Partner Organisation

Rector

doc. Dr. RNDr. Miroslav Holeček

[signature]

Done at Bratislava

Date:.....

[signature]

Done at Plzeň

Date:.....