

Erasmus+

ERASMUS+ PROGRAMME

STRATEGIC PARTNERSHIPS (KEY ACTION 2)

AGREEMENT NUMBER 2017-1-SE01-KA203-034570

CONTRACT (PARTNERSHIP AGREEMENT) BETWEEN
THE COORDINATOR AND OTHER BENEFICIARIES

This contract shall govern relations between:

University of Gothenburg (UGOT)

VASAPARKEN

P.O. Box 100

405 30 Gothenburg, Sweden

*University of Gothenburg represented for the purposes of signature of this agreement by
Hans Abenius, Head of Office, International Centre*

on the one hand

and

Mendel University in Brno (MENDELU)

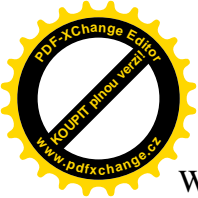
ZEMEDELSKA 1/1665

CZ-613 00 Brno

Czech Republic

*represented for the purposes of signature of this agreement by Jiří Schneider, Dean, Faculty of
Regional Development and International Studies*

on the other hand,



Which have agreed as follows:

Article 1/ Subject

1. The Coordinator and the Partner commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the Agreement n° **2017-1-SE01-KA203-034570** concluded between **the Coordinator** and the **Swedish National Agency** (Universitets- och högskolerådet, Box 45093, 104 30 Stockholm, Sweden).

2. The **maximum grant of the project** for the contractual period referred to by the Agreement number **2017-1-SE01-KA203-034570**, is estimated at **422715 EUR**.
3. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project **Sustainable Management of Cultural Landscapes (SUMCULA)** under the Agreement n° **2017-1-SE01-KA203-034570** passed between the **National Agency** and the **Coordinator**.
4. The subject matter of this contract and the related work program are detailed in the annexes, which form an integral part of this contract and that each party leaders to have read and approved.

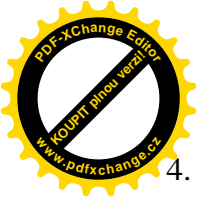
Article 2/ Duration

1. The project referred to in Article has a duration of **35 months**. It starts **1.10.2017** and ends on **31.08.2020** at the latest.
2. This contract enters into force on the date of signature by the last of both participating parties to the contract with retroactive effect from **1.10.2017**, and terminates at the moment of payment of the balance of the contract, as mentioned in Article 6.1.
3. The period of eligibility of the costs starts on **1.10.2017** and finishes on **31.08.2020** at the latest.

Article 3/Obligations of the Coordinator

The Coordinator shall undertake:

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 concluded between the **National Agency** and the **Coordinator**;
2. to send to the Partner a copy of the Agreement n° **2017-1-SE01-KA203-034570** and its annexes concluded with the National Agency of the Financial and Contractual Rules, of the various reports and of any other official document concerning the project;
3. to notify and provide the Partner with any amendment made to the Agreement n° **2017-1-SE01-KA203-034570** concluded with the National Agency;



4. to comply with all the provisions of Agreement n° **2017-1-SE01-KA203-034570** binding the **Coordinator** to the National Agency.
5. to timely inform the Partner in case of a conflicting situation or in case of another partner not fulfilling their obligations. Furthermore, the Coordinator shall without delay notify all the partners about situations that are likely to hinder the timely execution of all project activities as set out in the Agreement n° 2017-1-SE01-KA203-034570

Article 4/ Obligations of the Partner

The Partner shall undertake:

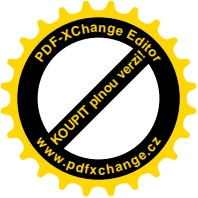
1. to take all the steps necessary to prepare for, perform and correctly manage the assigned project activities set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement n° **2017-1-SE01-KA203-034570** concluded between the **National Agency** and the **Coordinator**; documents *completed and signed by the legal representative* by **09/09/2018** at the latest, that is 4 weeks before the date on which the progress report must be submitted to the National Agency, 30/09/2018.
2. The Partner shall provide the Coordinator with any information and document required for the preparation of the **interim** report (see Grant Agreement 1.4.3) and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **07/02/2019** at the latest, that is 4 weeks before the date on which the report must be submitted to the National Agency, 28/02/2019.
3. The Partner shall provide the Coordinator with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by 09/10/2020 at the latest that is 4 weeks before the date on which the report must be submitted to the National Agency, 30/10/2020 (60 days after **31/08/2020**).
4. to accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
5. 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/ Financing

1. The maximum grant of the Partner for the period covered by this contract is estimated at **41 332,50 EUR**
The Partner's detailed budget is described in the annexes to the contract (**Annex II**)

Article 6/ Payment Arrangements

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



1st payment:

An initial payment of **16 533 EUR**, i.e.40% of the grant, within 30 days of receiving the initial payment from the National Agency and receiving an undersigned partnership agreement.

2nd payment:

A second payment of **16 533 EUR**, i.e. 40 % of the grant, upon receipt of claim forms with supporting documentation and agreed outcomes in the work programme and within 30 days of receiving the second payment from the National Agency (NA has 60 days from 28/02/2019 to approve the report and transfer the second payment). The Coordinator reserves the right to withhold this second advance if the Partners report to the Coordinator is submitted after the deadline mentioned in article 8 of this contract, i.e. three weeks before 28/02/2019.

3rd and final payment:

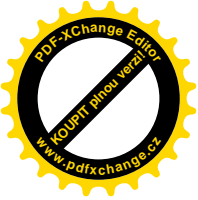
The balance up to 20 % i.e. **8 266,50 EUR** will be paid once the Partner's contractual agreements have been fully met and all the necessary supporting documentation has been received and within 30 days of receiving the final payment by the National Agency. The Coordinator reserves the right to withhold the balance and demand a refund of the amounts already paid if the report is presented after the deadline mentioned in article 8 of this contract, i.e. 30/10/2020 (60 days after 31/08/2020).

- 2. All payments shall be regarded as advances pending explicit approval by the National Agency of the final reply *including approval of the eligibility of the costs*, the corresponding cost statement and the quality of the results of the project.

Article 7/ Bank account

Grant payments shall be made in euros to the Partner's bank account as indicated below:

Account holder (Bank):	Komerční banka, a.s., branch office in Brno-Černá Pole
Account holder's Address:	Merhautova 1, 631 32 Brno, the Czech Republic
IBAN:	CZ5601000000007200300237
SWIFT (BIC) code:	KOMB CZ PP Account number: 7200300237/0100



Article 8/ Reporting

1. The Partner shall provide the Coordinator with any information and document required for the preparation of the **progress report** (see Grant Agreement 1.4.3) and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by **09/09/2018** at the latest.

The partner shall provide the Coordinator with any information and document required for the preparation of the **final report** and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by at **09/10/2020** the latest.

Article 9/ Monitoring and supervision

1. The Partner shall provide without delay the Coordinator with any information that the latter may request from him concerning the carrying out of the work programme covered by this contract.
2. The Partner 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 11.20 (checks and audits) of Annex II to the Agreement n°**2017-1-SE01-KA203-034570** apply to the Coordinator and Partner.

Article 10/ Rights to project results

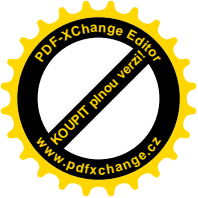
1. Project results are all results and ideas that are resulting from the execution of the work programme covered by this contract.
2. Ownership of project results shall be vested in all Partners beneficiaries under the Agreement n° **2017-1-SE01-KA203-034570**

Article 11/ Publication

1. As a result of academic freedom and the importance of scientific merit, the Partner shall have the right to publish or otherwise make publicly available its own results in accordance with generally accepted international standards for the publication of research results.
2. Each contracting party, shall have the right to publish or otherwise make publicly available the results of the project, entirely or partially, on any medium without prior authorisation of the other contracting parties and all beneficiaries under the Agreement n°**2017-1-SE01-KA203-034570**

Article 12/ Modification

1. The contracting parties cannot make any modification or update of the project results posterior to the end of the project on **31.08.2020**.



Article 13/ 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. Each contracting party shall protect the other 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 National Agency, the other party or their personnel.

Article 14/ Termination of the contract

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

Article 15/ Jurisdiction clause

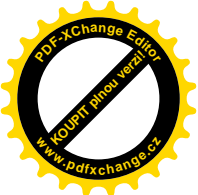
1. Failing amicable settlement, the Arbitration Institute of the Stockholm Chamber of Commerce shall have sole competence to rule on any dispute between the contracting parties in respect of this contract in accordance with its Rules for Expedited Arbitrations.
2. The law applicable to this contract shall be the law of **Sweden**.

Article 16/ 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.

Article 17/ Annexes

- a) Detailed budget relating to the activities of the Partner
- b) Copy of Agreement No **2017-1-SE01-KA203-034570** between Coordinator and National Agency
- c) Annex I of the Agreement No **2017-1-SE01-KA203-034570** (General conditions)
- d) Annex II of the Agreement No **2017-1-SE01-KA203-034570** (Description of the Project; Estimated budget of the project; List of other beneficiaries)
- e) Annex III of the Agreement No **2017-1-SE01-KA203-034570** (Financial and Contractual Rules)
- f) Annex IV of the Agreement No **2017-1-SE01-KA203-034570** (Applicable rates)



Done in Brno, on the 1st day of October 2017, in four copies.

For the Coordinator,

For the Partner,

signature

signature

