

**PARTNERSHIP AGREEMENT for**

**the IMPLEMENTATION of the**

**Innovative Sustainability Education for Prosperous Schools**

**Innovative STEPS**

**project funded under the ERASMUS+<sup>1</sup> Programme, Key Action 2:  
Partnerships for Cooperation**

**AGREEMENT NUMBER – 2022-1-SK01-KA220-SCH-000085417**

This agreement, is concluded between the following parties:

on the one part,

**Základná škola Jána Palárika Majcichov**

Majcichov 536, 919 22 Majcichov

Registration No: 36 93 73 4

VAT: 202 155 34 90

OID: E102 90 551

hereafter named "**the coordinator**", represented for the purposes of signature of this Agreement by PhDr. et PaedDr. Martin Bodis, PhD., director

**AND** on the other part,

**Západočeská univerzita v Plzni**

Univerzitní 8

301 00 Plzeň

Česká Republika

Registration Number:

VAT: CZ49777513

OID: E10208656

Referred to as "**the partner**", represented for the purposes of signature of this Agreement by doc. Dr. RNDr. Miroslav Holeček, Rector

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<sup>1</sup> REGULATION (EU) 2021/817 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 20 May 2021 establishing Erasmus+: the Union Programme for education and training, youth and sport and repealing Regulation (EU) No 1288/2013

**HAVE AGREED:**

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

Annex I      General Conditions

Annex II     Partner’s estimated budget, description of tasks and 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 **Základná škola Jána Palárika Majcichov** for the Project entitled **Innovative SusTainability Education for Prosperous Schools** (“the project”) under the Erasmus+ Programme, Key Action 2: Partnerships for Cooperation.

**I.2** With the signature of the present Partnership Agreement, the Partner Organisation **accept their share of the project grant awarded** to Základná škola Jána Palárika Majcichov 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 enters into force on the date on which the last party signs.

**II.2** The project duration is for **34 months**. It starts on **01/11/2022** and ends on **31/08/2025** both inclusive.

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

### III.1 Maximum amount of the project grant share

The total value of the grant share is a maximum amount of **€38 266** and takes the form of unit costs and lump sums of eligible costs actually incurred in accordance with the following provisions:

- (a) Estimated budget as specified in Annex II;
- (b) 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 4 Work Packages as follows:

<b>WP1</b>	<b>Project Management</b>
<b>WP2</b>	<b>Development and Piloting of Sustainability Education Programme and Platform</b>
<b>WP3</b>	<b>Development and Piloting of Training Course for Teachers on Sustainability Education</b>
<b>WP4</b>	<b>Promotion and Dissemination</b>

### 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 *30 days following the entry into force of the Partnership Agreement* a **first pre-financing payment** of **2528,07 €** corresponding to **40%** of the maximum estimated WP1 and WP4 share for the partner, specified in article III.1.

### IV.2 Second pre-financing payment

**IV.2.1** By **30/04/2024** the coordinator must complete and submit an **INTERIM REPORT** on the implementation of the Project, covering the reporting period from the beginning of the implementation of the project, as specified in Article II.2, to 31/10/2023. 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 **31/03/2024** the Partner 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 30 days following a second pre-financing payment being made by the NA*, a **second pre-financing payment** of **2528,07 €** corresponding to **40%** of the maximum estimated WP1 and WP4 share for the partner, specified in article III.1.

### IV.3 Progress reports

**IV.3.1** By the **dates specified in Annex II** the Partner must 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.3.2** In case the Partner fails to complete and submit a progress report, or if the report shows that certain activities and/or results have not been completed by the Partner as per the agreed in Annex 2 budget, task description and calendar, or have been completed NOT in line with the general conditions (outlined in Annex 1) and/or the financial rules of the programme (specified in Annex 3), the **coordinator has the right to request back (partially or in full, depending of the specific case) a pre-financing payment or withhold the next pre-financing payment and/or payment of the balance.**

#### **IV.4 Final report and payment of the balance**

**IV.4.1** Within 60 days after the end date of the Project specified in Article II.2, the Coordinator must complete a **FINAL REPORT** on the implementation of the Project, and upload all project results in the Erasmus+ Project Results Platform. 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.

**IV.4.2** By **31/08/2025** at the latest, the Partner must provide the Coordinator with all the information and documents required for the successful submission of the final report to the NA.

**IV.4.3** The Partner must certify that the information provided with regard to implementing Project activities is full, reliable and true. It must 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.4.4** The **payment of the balance** reimburses or covers the remaining part of the eligible costs incurred by the Partner 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.4.5** The amount due as the balance is depending on:

- the final grant amount as determined by the NA after checking the final project report;
- the final amount of the Partner's grant share as determined by the Coordinator on the basis of the completed and submitted progress reports;
- the total amount of pre-financing payments made.

**IV.4.6** If the total amount of earlier pre-financing payments is greater than the final amount of the Partner's Grant Share, as determined by the NA and/or the Coordinator, the payment of the balance takes the form of a recovery to be paid by the Partner to the Coordinator, who will then reimburse the NA or cover the costs incurred for completing the tasks that the Partner failed to implement as agreed.

**IV.4.6** If the total amount of earlier pre-financing payments is lower than the final amount of the Partner's Grant Share, as determined by the NA and/or the Coordinator, the Coordinator must pay the balance within 15 calendar days from when the NA pays the Coordinator the balance payment for the whole project.

**IV.4.7** The amount of the balance payment cannot exceed 20% of the maximum estimated grant share for the partner, specified in article III.1.

#### **IV.5 Payments from the coordinator to the other beneficiaries**

The coordinator must make all payments to the Partner by bank transfer.

#### **IV.6 Currency for reporting and conversion into euro**

All costs incurred by the Partner must be reported in euros.

A Partner with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the Official Journal of the European Union, determined over the corresponding reporting period available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>

If no daily euro exchange rate is published in the Official Journal of the European Union for the currency in question, conversion must 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), determined over the corresponding reporting period.

#### **IV.7 Language of reports**

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

#### **IV.8 Costs of payment transfers**

Costs of the payment transfers are borne as follows:

- (a) the Coordinator bears the costs of transfer charged by its bank;
- (b) the Partner bears the costs of transfer charged by its bank.

### **ARTICLE V – BANK ACCOUNT FOR PAYMENTS**

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

Name of bank: Komerční banka, a. s.

Address of branch: Goethova 1, 301 00 Plzeň

Precise name of the account holder: Západočeská univerzita v Plzni

IBAN: CZ04 0100 0000 0048 4550 0267

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: **Základná škola Jána Palárika Majcichov**

### **VI.2 Communication details of the coordinator**

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

Základná škola Jána Palárika Majcichov  
Majcichov 536  
919 22 Majcichov  
Slovakia  
Email address: [riaditel@zsipmajcichov.sk](mailto:riaditel@zsipmajcichov.sk)

## **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 licenses<sup>2</sup>.

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<sup>2</sup> 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).

#### **ARTICLE IX – ADDITIONAL PROVISIONS ON SUBCONTRACTING**

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

#### **ARTICLE XII – ADDITIONAL PROVISION ON REPORTING ON COMPLIANCE WITH DATA PROTECTION OBLIGATIONS**

If required by the NA, the Partner shall report on the measures put in place for ensuring compliance of its data processing operations with the Regulation 2018/1725, in line with the obligations established in the Article II.7 at least on the following topics: security of processing, confidentiality of the processing, assistance to the data controller, data retention, contribution to audits, including inspections, establishment of personal data records of all categories of processing activities carried out on behalf of the controller.



### ARTICLE XIII – PROTECTION AND SAFETY OF PARTICIPANTS

Prior to any participation of minors in the Project, the Partner must ensure full respect of applicable regulation on protection and safety of minors as defined by the applicable legislation in the sending and hosting countries, including but not limited to: parental or guardian consent, insurance arrangements, and age limits.

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 Partner


doc. Dr. RNDr. Miroslav Holeček

Mgr. Lucie  
Václavová  
Čulíková, Ph.D.

[signature]


Done at .....

Date: .....

 Digitálně podepsal Mgr. Lucie  
Václavová Čulíková, Ph.D.  
Datum: 2022.10.25 18:45:51  
+02'00'

For the Coordinator

PaedDr. Et PhDr. Martin Bodis, PhD.

  
PhDr. PaedDr. Martin Bodis, PhD. (Dec 22, 2022 15:10 GMT+1)

[signature]

Done at

Date:.....