



PARTNERSHIP AGREEMENT

Erasmus+ Cooperation Partnerships Key Action 2

ACTION TYPE: KA2021 – VET Cooperation partnership in vocational education and training

PROJECT TITLE: RESTART – Resilience and Training for SMEs

PROJECT NUMBER: 2021-1-SK01-KA220-VET-000034882

PARTNERSHIP AGREEMENT BETWEEN THE PROJECT COORDINATOR AND THE PARTNER

This contract, drawn up under the Erasmus+ Programme Key Action 2 shall govern relations between:

SBA Slovak Business Agency in Bratislava, Karadžičova 7773/2, 811 09 Bratislava, Slovak republic, hereinafter referred to as **"the Coordinator"** of the afore-mentioned project, represented for the purposes of signature of this Agreement by its legal representative **Mgr. Martin Holák, PhD.** director general

on the one part

and

Univerzita Komenského v Bratislave, Šafárikovo námestie 6, P.O.BOX 440, 81499 Bratislava 1, hereinafter referred to as **"the Partner"**, represented for the purposes of signature of this Agreement by **prof. JUDr. Marek Števček PhD.** rector

on the other part,

which have agreed as follows:

Article 1. Subject

- 1.1. The Coordinator and the Partner commit themselves to carrying out the work programme covered by this contract, for the project entitled “RESTART – Resilience and Training for SMEs” under the ERASMUS+ Programme, Key Action 2 - Cooperation Partnerships.

This work programme comes under the Agreement number 2021-1-SK01-KA220-VET-000034882 signed between the **Coordinator** and **SAAIC** - Slovak Academic Association for International Cooperation.

- 1.2. The maximum grant of the Project for the contractual period referred to by the Agreement number 2021-1-SK01-KA220-VET-000034882 is estimated at **24 683 EUR**.
- 1.3. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project under the Agreement number 2021-1-SK01-KA220-VET-000034882 signed between the **Coordinator** and **SAAIC - Slovak Academic Association for International Cooperation**.
- 1.4. The subject matter of this contract and the related work programme are detailed in the annexes, which form an integral part of this contract and that each party declares to have read and approved.

Article 2. Duration

The Project referred to in Article 1.2 has duration of **24 months**. It starts on **1 November 2021** and ends on **31 October 2023**.

This Agreement shall come into force on the day when it has been signed by all parties. It shall remain in force until the Coordinator has discharged in full its obligations arising from the Grant Agreement with the Slovak National Agency (Slovenská akademická asociácia pre medzinárodnú spoluprácu). The Agreement is effective on the day following the day of its publication in the Central Register of Contracts. The Slovak Business Agency is responsible for publishing the contract.

The period of eligibility of the costs starts on **1st November 2021** and finishes on **31st October 2023**.

Article 3. Payment of Funds and Modalities

The maximum Community grant towards expenditure incurred by the members of the Partnership participating in the Project shall be **244 298 EUR**.

- a) The Project Coordinator will transfer the funds to the Partner's account for eligible activities that fully comply with the workplan only, in accordance with the Grant Agreement and Project performance.

The grant received by the Partner has to be strictly and solely dedicated to the Project funding in accordance with the guidelines and regulations of the Grant Agreement.

The funds shall be paid into the following institutional bank account of the Partner:

Name and Address of the Account Holder:	ERASMUS+RESTART, Comenius University in Bratislava, Faculty of Management, Odbojárov 10, P.O.BOX 95, 820 05 Bratislava 25
Name of Bank:	Štátna pokladnica
Address of Bank:	Radlinského 32, 810 05 Bratislava 15
IBAN - International Bank or Account Number:	SK92 8180 0000 0070 0067 1949
Bank or Swift code	SPSRSKBA

- b) The Coordinator shall pay the Partner for work completed satisfactorily according to the description and schedule of this work.

The share of the grant will be distributed by the Coordinator according to the schedule hereinafter. Should the total of the instalments exceed the Project funding granted by the Slovak National Agency (Slovenská akademická asociácia pre medzinárodnú spoluprácu) for the Partner's contribution, the Partner shall immediately repay the respective amount to the Coordinator.

- i. The Partner is informed that by 30 days after the Grant Agreement for this project comes in force, the Coordinator will receive a **first instalment of 40%** of the total budget by the Slovak National Agency funding stipulated in the Grant Agreement as an advance on the approved total budget of the Project.
- ii. **The second instalment (40% of the total approved budget)** will be transferred by the Slovak National Agency to the Coordinator by 60 days after submitting a project interim report (due on 30th November 2022), covering the period from the beginning of the Project up to 31.10.2022, providing that at least 70% of the first instalment have been used.
- iii. The Coordinator will receive the balance (20% of the total approved budget) within 60 days from the submission of the Final Report and project results. Final report must be submitted no later than 60 days after the end of the project. The Partner is aware that the Slovak National Agency may reduce the amount of the final grant taking into consideration the final assessment of the Project outcomes, based upon the opinion of evaluators.

c) **Pre-financing to partners**

Payment to the Partner shall be made according to the following planned schedule:

- i. First instalment of pre-financing: The Coordinator will transfer 40% of the Partner's total costs budget, by 30 calendar days after the signing of the present contract, provided that the Coordinator has received the pre-financing from the National Agency and bank details are correctly provided by the Partner.

- ii. Second instalment of pre-financing: The Coordinator will transfer 40% of Partner's direct costs budget by 30 calendar days, provided that the Partner provides eligible and full supporting documentation on Project expenditure of at least 70% of the first instalment, and after the Slovak National Agency releases the second pre-financing payment to the Coordinator.

To claim the second instalment of pre-financing the Partner must deliver, together with the above mentioned supporting documentation on Project expenditure, also the Dissemination Report. The Dissemination Report keeps track of all dissemination activities carried out by the Partner, the template is provided by the Partner responsible for the dissemination according to the Project proposal.

- iii. Balance payment: All outstanding payments to cover actual eligible expenditures that have not been received in previous instalments (see above), taking into account the co-financing share, will be paid to the Partner within 30 calendar days after the Coordinator receives the final payment from the Slovak National Agency, on condition that the Partner has provided the requested eligible supporting documentation and submitted the financial table to the Coordinator within the foreseen deadline, together with the Dissemination Reporting Tool. In case that actual eligible expenditure is lower than previously received instalments and parts of the funds have not been consumed until the end of the Project, these funds are to be reimbursed to the Coordinator at the end of the project. The Partner is obliged to send the unspent part of the provided funds within 30 calendar days from the Coordinator's request to the bank account according to the Coordinator's instructions.

Only expenditure in accordance with the Project, declared eligible by the Slovak National Agency and for which supporting documents have been provided, will be financed.

All the payments shall be regarded as advances pending explicit approval by the Slovak National Agency of Final Report, the corresponding cost statement and the quality of the results of the Project.

d) **Exchange rate** applicable for the conversion of currencies into Euros:

According to Art. I.4.9 of the Grant Agreement, all payments by the Slovak National Agency shall be made in Euro.

According to Art. I.4.10 of the Grant Agreement, where the beneficiary keeps its general accounts in Euro, it shall convert costs incurred in another currency into Euro according to its usual accounting practices.

Any conversion into Euro of costs incurred in other currencies shall be made by the beneficiaries at the daily exchange rate indicated on the Official Journal of the European Union, C series on the day in which the cost was incurred.

https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html

If the daily euro exchange rates are not published in the Official Journal of the European Union, the number must be issued on the basis of an average determined for each selection period on the basis of the monthly accounting rates set by the Commission and published on its website.

https://ec.europa.eu/info/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-infoeuro_en

e) Reports

The Partner shall provide the **Coordinator** with any information and documents required for the preparation of interim reports and, where appropriate, with certified copies of all the necessary supporting documents *completed and signed by the legal representative* as foreseen in the Erasmus Plus Programme guidelines, covering the period 1st November 2021 – 31st October 2023, **by 15th November 2023**

1. by the deadlines and for the periods specified below:
 - **By 15 May 2022** – for the activities during the period of 1 November 2021 – 30 April 2022;
 - **By 15 November 2022** – for the activities during the period of 1 May 2022 – 31 October 2022;
 - **By 15 May 2023** – for the activities during the period of 1 November 2022 – 30 April 2023;
 - **By 15 November 2023** – for the activities during the period of 1 May 2023 – 31 October 2023.
2. The Partner shall provide the **Coordinator** with any information and documents required for the preparation of the final report and, where appropriate, with certified copies of all the necessary supporting documents covering the whole duration of the project *completed and signed by the legal representative* by **15th November 2023** at the latest.
3. Documents will be in digital versions to lower the environmental footprint of the project (avoid printing, paper versions, and mailing).

Article 4. Obligations of the Coordinator

The **Coordinator** shall take all the steps needed to manage correctly the Project in accordance with the Grant Agreement.

In addition, the Coordinator shall:

- 4.1. keep the Partner informed on a regular basis about all relevant communication between the Coordinator and the Slovak National Agency;
- 4.2. inform the Partner about all relevant issues connected to Project implementation without any delay;
- 4.3. ensure coherent coordination of the overall Project; coordinate and chair all meetings;
- 4.4. submit Interim Report and Final Report to the Slovak National Agency by the deadline set in the Grant Agreement and its annexes;
- 4.5. as sole recipient of payments on behalf of the Consortium, ensure that all the appropriate payments are made to the Partner without unjustified delay;
- 4.6. be the intermediary for all communication between the Partner and the Slovak National Agency.

5. Obligations of the Partner

The Partner shall respect all rules and obligations set forth in the Grant Agreement.

In addition, the Partner shall:

- 5.1. commit to carry out the activities as specified in the work-plan;
- 5.2. provide the staff, facilities, equipment and material necessary to perform Project activities;
- 5.3. support the Coordinator to fulfil its tasks according to the Grant Agreement;
- 5.4. ensure appropriate communication with the Coordinator;
- 5.5. ensure that interaction with other Partners takes place in continuous and smooth way;
- 5.6. provide the Coordinator without any delay with any information needed to draw up the Interim Report and the Final Report, to react on any request by the Slovak National Agency, or provide the Coordinator with any further information needed;
- 5.7. inform the Coordinator immediately about any delay in the performance of the activities or any circumstances that could lead to a temporary or final discontinuation of the Project;
- 5.8. inform the Coordinator about any changes in personnel, tasks or procedures of its Project team;
- 5.9. maintain an appropriate accounting system for all transactions relating to the Project; comply with Erasmus+ and national rules, including rules on public procurement, state aid, publicity and equal opportunities;
- 5.10. be responsible for the sound financial management of the funds allocated to the Project.

The Partner shall take the financial responsibility for the EC contribution and the related own contribution for the Project.

In case of irregularities the Coordinator bears the overall responsibility towards the Slovak National Agency for the repayment of the amounts unduly paid. By way of the derogation from this principle if the irregularity is committed by a Partner, the concerned Partner shall repay to the Coordinator the amounts unduly paid.

6. Accounting, Record Keeping and Reporting

The Partner is fully responsible for the correct delivery of the declaration of expenses and the appropriate application of accounting system. In more detail, the Partner shall comply with the following:

- 6.1. to accept the liability for the adequate and orderly accounting of this Project according to the rules and regulations of the Grant Agreement for this Project;
- 6.2. to be aware of the fact that the Coordinator will not compensate for the ineligibility of costs caused by any violation of the Grant Agreement or this contract, for which the Partner is responsible. Any costs which would be assessed as ineligible by the Slovak National Agency (Slovenská akademická asociácia pre medzinárodnú spoluprácu) within their Final Report assessment need to be reimbursed by the Partner to the Coordinator who confirms to forward the ineligible amount to the Slovak National Agency;
- 6.3. to make available any documentation on Project finance and activities required by the Slovak National Agency;
- 6.4. to keep a record of any expenditure incurred under the Project and all proofs and related documents for five years after the date of transfer of the balance.

The Coordinator will provide the Partner with the appropriate forms for the declaration of expenses and the respective instructions for their completion.

7. Information and Publicity

Information and publicity measures will be coordinated among the Partners. The Partner is equally responsible to promote the fact that financing is provided from the European Union funds in the framework of the ERASMUS+ Programme and to ensure the appropriate publicity of the Project.

The Partner takes note of the fact that the results of the Project as well as any study or analysis produced in the course of the Project will be made available to the public; the Partner agrees that the results of the Project shall be available for all Partners and for the public free of charge.

The Coordinator will enter the project outputs in the Erasmus + Project Results Platform (<http://ec.europa.eu/programmes/erasmus-plus/projects/>) in accordance with the instructions provided therein.

8. Liability

- 8.1. 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.
- 8.2. The Partner shall protect the **SAAIC - Slovak Academic Association for International Cooperation**, and **Coordinator** and its 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 **Coordinator** or its personnel.

9. Confidentiality

The Coordinator and the Partner shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Contract and the Grant Agreement.

The Coordinator and the Partner shall not use confidential information and documents for any reason other than fulfilling their obligations under the Contract and the Grant Agreement, unless otherwise agreed between the parts in writing.

The Coordinator and the Partner shall be bound by the obligations referred to this Article during the implementation of the Contract and the Grant Agreement, and for a period of five years starting from the payment of the balance, unless:

- a) the party concerned agrees to release the other party from the confidentiality obligations earlier;
- b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
- c) the disclosure of the confidential information is required by law.

10. Language

The working language of the Partnership shall be English.

11. Competent and Applicable law

This Agreement is governed by the law of the Slovak Republic, being the law of the Country of the Coordinator.

This Partnership Agreement is concluded in English. In case of a translation of this Agreement and its annexes into another language than English, the English version shall prevail.

The parties will make an effort to settle any disputes arising from this Agreement out of the court. In case an agreement cannot be made in due time, the parties herewith agree that Bratislava shall be the venue for all legal disputes arising from this contract.

The principles for mediation between partners in case of conflict are as follows:

- 11.1 Consensus amongst the partners will always be sought.
- 11.2 In the event that consensus cannot be reached the matter will be postponed where possible for reflection and the development of compromises.
- 11.3 In the event that the project is being compromised external conciliation will be sought.
- 11.4 If a resolution is still not possible the RESTART partners will decide by a majority vote.

If conflict arises between individual partners, the following steps will be taken:

- 11.5 In the first instance discussion will take place between the two parties involved. The coordinator will seek to facilitate such discussions and record the outcome.
- 11.6 If the first approach proves to be ineffective, the coordinator will take a more active role and suggest a solution or solutions to the partners involved.
- 11.7 If the informal steps at 1 and 2 are unsuccessful a more formal process will be commenced by the coordinator. This process may involve external mediators and/or the staff of the National Agency.
- 11.8 In the event that a resolution can still not be found a decision will be made by the RESTART consortium by a majority vote which will be binding on all parties.

In case of any dispute on matters under this Contract, which cannot be resolved by an amicable settlement, it will fall within the jurisdiction of the Courts of city to resolve the dispute under the law of the Slovak Republic.

12. Termination of Cooperation

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. In case of failure to meet the deadline, the Partner concerned will receive one reminder within 15 working days, including a new deadline that does not exceed 30 working days. To the second

deadline a third and last one will follow, with similar timeframes mentioned in the previous sentence. If there is no response on the third deadline, a final written warning will follow. The last consequence will be the termination of the contract of the respective Partner.

The Partner shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.

In case of termination of the cooperation, the Partner is obliged to return all unused advances already paid by the Coordinator. The Partner is obliged to hand in all products or deliverables it is working on and to provide a full report on its finances and activities that will feed into the Interim / Final Report. If the Slovak National Agency decides on the basis of the Final Report that the Partner with whom the cooperation has been terminated may still claim eligible costs that have not been provided for by the Coordinator, the Coordinator will transfer the balance to the Partner.

13. Other provisions

Any amendments to this Agreement shall be in writing signed by the Coordinator and the Partner.

Amendments and supplements to the present Agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such.

Should any provision in this Agreement be wholly or partly ineffective, the remaining provisions remain binding for the parties. In this case the parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.

3 (three) original copies will be made of this Agreement; of which each party keeps one original and one original is attached to the Grant Agreement.

Annexes

- A) Grant agreement A copy of the Grant Agreement signed between the Coordinator and the National Agency
- B) Detailed budget relating to the activities of the Partner (costs associated with the activities and sources of financing).
- C) Description of Partner's tasks.

SIGNATURES

For the **Coordinator**
Mgr. Martin Holák, PhD.

Director general

For the **Partner**,
prof. JUDr. Marek Števček PhD.

Rector

Date and Place:

Date and Place: Bratislava, 2022.

Done in three copies in English.