

PARTNERSHIP AGREEMENT
2021-1-SK01-KA220-SCH-000024680



Co-funded by the
Erasmus+ Programme
of the European Union

PARTNERSHIP AGREEMENT

BETWEEN PARTNERS FOR THE IMPLEMENTATION OF THE PROJECT

Development through autonomy, self-responsibility and self-care: ePortfolios as a life-long-learning approach from secondary school to university (DASS)

Under the Erasmus+ Programme
KA220-SCH - Cooperation partnerships in school education (KA220-SCH)
Grant agreement number – 2021-1-SK01-KA220-SCH-000024680

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

PRESOVSKA UNIVERZITA V PRESOVE
UL 17 NOVEMBRA 15
SK - 080 01 PRESOV

VAT NUMBER: SK2020980082

hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by Dr. h. c. prof. PhDr. Peter Kónya, PhD., rector, the legal representative as defined in the Grant Agreement 2021-1-SK01-KA220-SCH-000024680,

and the beneficiary:

SREDNJA SKOLA JURE KASTELAN
Trg kralja Tomislava 2 21310 Omis
CROATIA

hereinafter referred to as the "partner", represented for the purposes of signature of this Agreement by
Tereza Srdelić, headteacher.

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

The parties hereby have agreed as follows:

Article I Subject of the Partnership Agreement

- 1.1 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 University of Presov, for the Project entitled project **Development through autonomy, self-responsibility and self-care: ePortfolios as a life-long-learning approach from secondary school to university (DASS)** (hereinafter referred to as the "project") under the Erasmus+ Programme KA220-SCH - Cooperation partnerships in school education.
- 1.2 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

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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° 2021-1-SK01-KA220-SCH-000024680 concluded between the Coordinator and the NA.

1.3 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° 2021-1-SK01-KA220-SCH-000024680 passed between the NA and the Coordinator.

1.4 With the signature of the present Partnership Agreement, the Partner Organisation accept their share of the project grant awarded to University of Presov by the NA and agree to implement their part of the Project, acting on their own responsibility.

Article 2
**Entry into force of the agreement and duration of
Project activities**

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 (January 1st, 2022).

2.2 The project referred has duration of 30 months. It starts on 01/01/2022 and ends on 30/06/2024

Article 3
Maximum amount and form of the project grant share

3.1 The total value of the grant share shall be of a maximum amount of 14,439,-EUR. The co-beneficiary's detailed budget is described in the annexes to this contract (Annex 1).

3.2 The funding allocated to the Partner Organisation for their participation in the Project is distributed into 5 Budget headings as follows:

- Project Management and Implementation;
- Transnational Project Meetings;
- Project results
- Multiplier Events
- Learning, Teaching Training Activities

3.3 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 4
Reporting and Payment arrangements

4.1 The pre-financing is intended to provide the Partner Organisation with a float. The Coordinator shall pay to the Partner Organisation within *14 days following the entry into force of the Partnership Agreement* a first pre-financing payment of 5,776 EUR corresponding to 40% of the maximum estimated budget specified in Annex 1.

4.2 Reporting and further pre-financing payments and reimbursements
Pre-financing payments

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4.2.1 By 30/04/2023 the coordinator shall complete and submit an **INTERIM REPORT** on the implementation of the Project, covering the reporting period from 01/01/2022 to 31/03/2023. 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.

4.2.2 By 31/03/2023 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.

4.2.3 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 5.776 EUR corresponding to 40% of the maximum estimated budget specified in Annex I.

4.3 Final report and payment of the balance

4.3.1 Within 60 days after the end date of the Project specified in Article 2.2, 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.

4.3.2 By 30/06/2024 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.

4.3.3 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 described in Annex I.

4.3.4 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.

4.3.5 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.

4.4 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 4.2.2 and 4.3.2, 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.

4.5 Language of reports

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

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4.6 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 expense has been incurred.

Article 5
Bank account for payments

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

Srednja škola Jure Kaštelan, Omiš
HR4323400091110698149
BIC/SWIFT code- PBZGHR2X
Privredna banka Zagreb
Ivana Katusića 1, Omiš
Srednja škola Jure Kaštelan Omiš

Article 6
Data controller and communication details of the parties

6.1 The entity acting as a data controller shall be: University of Presov.

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

University of Presov
Ivana Cimermanová
17. novembra 1, 080 01 Prešov
Email address: ivana.cimermanova@unipo.sk

Article 7
Applicable law and settlement of disputes

7.1 The Agreement is governed by the Slovak National Law.

7.2 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 8
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.

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).

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Article 9
Additional provisions on subcontracting

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

Article 10
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.

Article 11
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 12
Annexes

Annex I – Budget breakdown per partners and financial management

Annex II – Copy of the Project Proposal

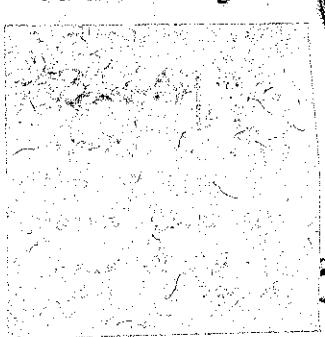
Annex III – Copy of the Grant Agreement (in Slovak)

Annex IV – timetable (shortened in excel)

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

SIGNATURES

For the Partner Organisation



For the coordinator

