



PARTNERSHIP AGREEMENT

CONCERNING THE ERASMUS + STRATEGIC PARTNERSHIP PROJECT

Under the Union programme for education, training, youth and sport¹

AGREEMENT No – 2021-1-SK01-KA220-ADU-000033555

e-code, national ID 30792649, Slnecná 1164/7, 963 01 Krupina, Slovakia, hereinafter referred to as “**the Beneficiary**”, represented by **Radoslav Vician**,

on the one part,

and

Univerzita Mateja Bela v Banskej Bystrici

PIC: 998462517

Národná 12, 974 01 Banská Bystrica,

hereinafter referred to as “**the Partner**”, represented by doc. Ing. Vladimír Hiadlovský, PhD., rector

on the other part,

both together referred to as “**the Parties**”,

HAVE AGREED

to implement the project “**SMART Tourism Skills Initiative**” under the Erasmus+ Programme, Key Action 2: Strategic Partnerships, hereinafter referred to as “**the Project**”, as follows:

Article 1 – Subject matter

1.1. 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+“ in the field of education, training, youth and sport, the **Beneficiary** and the **Partner** commit themselves to carrying out implementation of the Project coming under the Agreement No **2021-1-SK01-KA220-ADU-000033555** concluded between the **Beneficiary** and the **National Agency** in accordance with *the Special Conditions*, the *General Conditions*, the

¹ 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 and repealing Decisions No 1719/2006/EC, No 1720/2006/EC and No 1298/2008/EC.

Financial and Contractual Rules and the annexes hereto which form an integral part of this agreement and that each party declares to have read and approved.

- 1.2. This agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project No **2021-1-SK01-KA220-ADU-000033555** under the Agreement passed between the **National Agency** and the **Beneficiary**.
- 1.3. The total grant of the project for the contractual period referred to by the Agreement No **2021-1-SK01-KA220-ADU-000033555** is estimated at **240 449 EUR**.
- 1.4. The final financial contribution shall depend on the evaluation of the quality of the results of the project No **2021-1-SK01-KA220-ADU-000033555** pursuant to the *Financial and Contractual Rules* which is Annex III of the Agreement No **2021-1-SK01-KA220-ADU-000033555**, but shall, under no circumstances, give rise to a profit during the project implementation.
- 1.5. With the signature of this Agreement, the **Beneficiary** and the **Partner** accept the grant and agree to implement the Project, acting on their own responsibility.

Article 2 – Duration

- 2.1. The duration of the Project is **24 months**. It starts on **01/11/2021** and ends on **31/10/2023**.
- 2.2. This agreement enters into force on the date of signature by the last of both Parties to the agreement and terminates five years after the date of the payment of the balance by the **Beneficiary** to the **Partner**.
- 2.3. The period of eligibility of the costs starts on **01/11/2021** and ends on **31/10/2023**.

Article 3 – Obligations of the Beneficiary

The **Beneficiary** shall undertake:

- 3.1. to take all the steps necessary to prepare for, perform and correctly manage the Project in accordance with the objectives of the Project as set out in the Agreement concluded between the **National Agency** and the **Beneficiary**;
- 3.2. to send to the **Partner** a copy of various reports and of any other official document concerning the Project;
- 3.3. to notify and provide the **Partner** with any amendment made to the Agreement No **2021-1-SK01-KA220-ADU-000033555** concluded with the **National Agency**;
- 3.4. to define in conjunction with the **Partner** the role and rights and obligations of the two Parties, including those concerning the attribution of the intellectual property rights;
- 3.5. to comply with all the provisions of Agreement No **2021-1-SK01-KA220-ADU-000033555** binding the **Beneficiary** to the **National Agency**.

Article 4 – Obligations of the Partner

The **Partner** shall undertake:

- 4.1. to take all the steps necessary to prepare for, perform and correctly manage the Project in accordance with the objectives of the Project as set out in the Agreement No **2021-1-SK01-KA220-ADU-000033555** concluded between the **National Agency** and the **Beneficiary**;
- 4.2. to comply with all the provisions of Agreement No **2021-1-SK01-KA220-ADU-000033555** binding the **Beneficiary** to the **National Agency**;
- 4.3. to communicate to the **Beneficiary** any information or document required by the latter that is necessary for the management of the Project;
- 4.4. to accept responsibility for all information communicated to the **Beneficiary**, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.5. to define in conjunction with the **Beneficiary** the role and rights and obligations of the two Parties, including those concerning the attribution of the intellectual property rights.

Article 5 – Financing

- 5.1. The total costs to be committed by the **Partner** for the period covered by the Project is estimated at **22,868.00 EUR**.
- 5.2. The grant shall take the form of unit contributions and reimbursement of eligible costs actually incurred in accordance with the following provisions:
 - (a) eligible costs as specified in in Annex I in Article II.19 of the *General Conditions* of the Agreement No **2021-1-SK01-KA220-ADU-000033555**;
 - (b) financial rules as specified in Annex III of the Agreement No **2021-1-SK01-KA220-ADU-000033555**;
 - (c) estimated partner budget as specified in Annex II of this agreement.

Article 6 – Payments

- 6.1. The **Beneficiary** commits itself to carrying out payments relating to the subject matter of this agreement to the **Partner** according to the fulfilment of the tasks and according to the following schedule:

1 st payment	40 %	Within 30 calendar days after receiving the 1 st advanced payment from the National Agency .
2 nd payment	20 %	Within 30 calendar days after receiving the 2 nd payment from the National Agency on the condition that the National Agency has approved full amount of the 2 nd payment.
3 rd payment	20 %	May 2023, on the condition that the National Agency has approved full amount of the 2 nd payment.
Final payment	20 % or equivalent approved by the National Agency	Within 30 calendar days after receiving the final payment from the National Agency .

- 6.2. All payments shall be regarded as advances pending explicit approval by the **National Agency** of the final report, the corresponding cost statement and the quality of the results of the project.

6.3. The final payment as mentioned in point 6.1 of this Article shall constitute the payment of the amount necessary to balance revenue and expenditure.

Article 7 – Bank account

Name of the Bank:

Address of the Bank:

Account holder: Univerzita Mateja Bela v Banskej Bystrici

Account number:

IBAN code:

Swiftcode:

Article 8 – Reports

8.1. The **Partner** shall provide the **Beneficiary** with any information and document required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **15/11/2022** at the latest.

8.2. The **Partner** shall provide the **Beneficiary** 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 **15/11/2023** at the latest.

8.3. The required information and documentation within the Project shall be provided in English.

Article 9 – Monitoring and supervision

9.1. The **Partner** shall provide without delay the **Beneficiary** with any information that the latter may request concerning the carrying out of the Project covered by this agreement.

9.2. The **Partner** shall make available to the **Beneficiary** any document making it possible to check that the Project is being or has been carried out.

Article 10 – Liability

10.1. Each contracting party shall release the other from any civil liability in respect to 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.

10.2. The **Partner** shall protect the **National Agency**, the **Beneficiary** and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this agreement, to the extent that these damages are not due to the serious or intentional negligence of the **National Agency**, the **Beneficiary** or their personnel.

Article 11 – Termination of the agreement

11.1. The **Beneficiary** may terminate this agreement 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.

11.2. The **Partner** shall immediately notify the **Beneficiary**, supplying all relevant information, of any event likely to prejudice the performance of this agreement.

Article 12 – Jurisdiction clause

12.1. The law applicable to this contract shall be the law of the Slovak Republic.

12.2. Failing amicable settlement, the Courts of the Slovak Republic shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.

Article 13 – Intellectual Property Rights

Without prejudice to paragraph Article II.9 of the *General Conditions*, the **Beneficiary** grants the **Partner** the right to make free use of the results of the Project as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

Article 14 – Amendments or additions to the agreement

Amendments to this agreement shall be made only by a supplementary Agreement signed on behalf of each of the Parties by the signatories of this agreement.

Annexes:

- Annex I Description of the Project (original version of the project application)
- Annex II Gantt Chart of the project (as submitted with the project application)
- Annex III Grant Agreement number **2021-1-SK01-KA220-ADU-000033555** (Slovak Language)
- Annex IV Annex II to the Grant Agreement number **2021-1-SK01-KA220-ADU-000033555** (Slovak Language)
- Annex V Erasmus+ Programme Model Grant Agreement
- Annex VI 2020 Erasmus+ Grant Agreement Multi-Beneficiary - General Conditions
- Annex VII Erasmus+ Financial and Contractual Rules

Signatures

For the **Beneficiary**,

The legal representative
Radoslav Vician

Managing Director

For the **Partner**,

The legal representative
doc. Ing. Vladimír Hiadlovský, PhD.,
rector

Date:
Done at: Krupina, Slovakia

Date:
Done at: Banská Bystrica, Slovakia