



Erasmus+



PARTNERSHIP AGREEMENT

No. 1 / 2022

Erasmus+ Cooperation partnerships in Higher Education (HED)

Project Number : 2021-1-SK01-KA220-HED-000023160

CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER

This contract shall govern relations between:

Univerzita Mateja Bela v Banskej Bystrici

Národná 12

Banská Bystrica

97401

Slovensko

e-mail: rektor@umb.sk

ID: 30232295

Tax ID: 2021109211

VAT ID: SK2021109211

hereafter named "the Coordinator", represented by doc. Ing. Vladimír Hladlovský, PhD, rector of UMB

AND on the other hand:

Name of the partner: pelicantravel.com

Street Address: Námestie SNP 6

City/Town: Bratislava

Postal Code: 811 06

Country: Slovakia

Email:

Hereafter named "the Partner", represented by Patrik Dragula, Managing Director

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Which have agreed as follows:

Article 1/Subject

1. The Coordinator and the Partner commit themselves to carry out the activities covered by this contract. This Partnership Agreement refers to the Grant Agreement n° : 2021-1-SK01-KA220-HED-000023160 concluded between the Coordinator and the National Agency (hereafter: the Grant Agreement), and regulate the terms of cooperation between Matej Bel University in Banská Bystrica and the Project Partner in order to implement the Project under the Grant Agreement (hereafter: the Project) as well as the rights and obligations of the Parties concerning their participation in the Project.
2. The total cost of the project for the contractual period referred to by the Grant Agreement, all financing combined, is estimated at maximum of 124 404,00 EUR (including all taxes and duties).

3. The name of the project is **Smart Business Skills of Tourism University Students Applicable on International Labour Market**.
4. The final financial contribution shall, under no circumstances, give rise to a profit.
5. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project n° : 2021-1-SK01-KA220-HED-000023160 under the Grant Agreement n° : 2021-1-SK01-KA220-HED-000023160 passed between the National Agency (hereafter: NA) and the Coordinator.
6. The subject matter of this contract and the related activities are detailed in the annexes, which form an integral part of this contract and that each party declares to have read and approved.
7. The respective Grant Agreement and its related annexes shall form an integral part of the present Agreement, whereas this Agreement is intended to specify the provisions of the respective Grant Agreement and its annexes. The description of the Project Partner's role in the Project is a summarized recapitulation of basic tasks and obligations of the Partner in the Project, subject to the next sentence. All tasks and obligations of the Project Partner have been included in the Grant Application, the Grant Agreement and this Agreement.
8. The Parties participating in the Project shall jointly perform the aforementioned Grant Agreement and comply with the conditions of the Grant Agreement, the Grant Application, legal regulations of the European Commission and the NA and other applicable regulations of the law (including relevant national guidelines). In particular, the Parties shall comply with the guidelines included in the Erasmus Plus Programme Guide (version 2, 2020). In case of amendments to the Grant Agreement, the Grant Application, the Programme Guide or other aforementioned regulations of the law after conclusion of this Agreement they shall apply accordingly.
9. If the Project Partner has to perform tasks which, according to the Grant Agreement in the relation with the NA are vested in the Project Coordinator, the Project Partner shall also deem all existing obligations stemming therefrom as binding it directly.

Article 2/Duration

1. The project referred to in Article 1 has duration of 29 months. It starts April 1st, 2022 and ends on August 31st, 2024.
2. This contract shall take validity on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the final balance of the contract. The contract shall have retroactive effect from the starting date of eligibility period laid down in the Grant Agreement.
3. The period of eligibility of the expenses starts on April 1st, 2022 and finishes on August 31st, 2024.

4.

Article 3/Obligations of the Coordinator

The Coordinator shall:

1. take all the steps necessary to prepare for, perform and correctly manage the activities of the project set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Grant Agreement concluded between the National Agency and the Coordinator;
2. notify and provide the Partner with any amendment made to the Grant Agreement n° : 2021-1-SK01-KA220-HED-000023160 concluded with the National Agency;
3. 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;
4. comply with all the provisions of Grant Agreement n° : 2021-1-SK01-KA220-HED-000023160 binding the Coordinator to the National Agency.

Article 4/Obligations of the Partner

The Partner shall:

1. take all the steps necessary to prepare for, perform and correctly manage the project activities set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Grant Agreement;
2. take all steps necessary to carry out all necessary responsibilities and activities defined in Annex 1 of this Agreement.
3. comply with all the provisions of the Grant Agreement ;
4. communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project;
5. will accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
6. 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.
7. The Project Coordinator shall have the right to return to the Partner the results obtained by the Project Partner for it to introduce amendments, if, should the amendments not be introduced, the results might be questioned by the NA. In particular, the Project Partner shall be responsible for the correctness of translations (into English) of all the materials provided to the Project Coordinator.
8. Acquired rights, ownership and use of results including intellectual and industrial property rights have been regulated in Article 1.8 of the Grant Agreement.

Article 5/Distribution of tasks

1. In the relation with the NA, the Project Coordinator shall act as a coordinating organization. Performing the aforementioned function, it manages the following tasks:
 - (a) Representation of the Project's interests in relations with the NA and third parties,
 - (b) Arrangements with the NA concerning the Project and the Grant Agreement, including amendments to the Grant Agreement,
 - (c) Submitting reports and documents to the NA, issuance of applications for pay-out of funds and making payments with NA.
2. The Project Coordinator shall coordinate the Project and partnership issues and be responsible for ongoing management of the Project, and in particular for:
 - (a) Planning of the Project (content, duration, costs) and supervision over actions undertaken within the Project and its results (scope, quality, duration, costs),
 - (b) Steering communication within Project partnership,
 - (c) Fund management,
 - (d) Control of Project areas (factual and financial reports) of the partners and preparation of joint Project reports.
3. Moreover, the Project Coordinator shall be responsible for tasks connected with implementation of the Project as set in the Grant Agreement and in the description of the Project Coordinator's role in the Project.
4. The Project Partner shall be responsible for tasks connected with implementation of the Project as set in the Grant Agreement, the Grant Application and in the description of the role of the Partner in the Project as described in the Annex 1 to this Agreement.

Article 5.1/Personnel for the implementation of the Project

1. The Project Partner and the Project Coordinator shall be independently responsible for the personnel delegated to implement the Project in their respective task areas. They shall make sure that skilled personnel are provided for all the tasks. In the absence of personnel for the implementation of the Project, e.g. due to leaves or sickness, they shall provide proper substitutions on an ongoing basis.
2. Upon the start of the Project, the Project Partner shall nominate a contact person and a managing person who will be in charge of supervision over completion of the Partner's project activities. The nominated persons must be announced in written form to the Project Coordinator. Changes of those persons must also be notified in written form in due time. Upon the start of the Project, the Project Coordinator shall nominate at least two contact persons and a managing person who will be in charge of supervision over completion of the Project Coordinator's activities within the Project.

Article 6/Reporting obligations

1. The Project Partner shall provide the Project Coordinator with all information, documents connected with the Project and other documents necessary to manage the Project and for reporting purposes in their entirety and by the provided deadline. Forms provided by the Project Coordinator must be used for that purpose.
2. At the end of each quarter, the Project Partner shall prepare a report on the status of implementation in which it shall present the status of implementation of each action as at a given day in an understandable manner as well as documents confirming the use of funds to settle the costs. The report on the status of implementation and documents confirming the use of funds for each quarter must be provided to the Project Coordinator each time within 2 weeks after the end of a given quarter at the latest. All necessary documents in Czech or English language, (protocols, lists of participants, bills, etc.) must be attached to the reports.
3. Periodical reports and the final report must be prepared for the needs of the NA as the donor. The reports shall consist of a descriptive report and a financial report. The Project Coordinator shall prepare reports for the donor. The Project Partner shall provide all materials concerning its scope of tasks for that purpose. The reports shall be the confirmation of implementation of tasks covered by the Project. The Project Partner shall provide reports covering its scope of tasks to the Project Coordinator by the following deadlines:

Report n.	Reporting period	Deadline for delivering timesheets and supporting documents
1	From 01/04/2022 to 31/08/2022	15/09/2022
2	From 01/09/2022 to 31/01/2023	15/02/2023
3	From 01/02/2023 to 31/05/2023	15/06/2023
4	From 01/06/2023 to 31/10/2023	15/11/2023
5	From 01/11/2023 to 30/03/2024	15/04/2024
6	From 01/04/2024 to 31/08/2024	15/09/2024

4. Will the Project Coordinator find items missing from the submitted documentation, the Partner shall supplement them within 7 days from being requested to do so. If the NA demands further documents which are in the scope of the Project Partner's responsibilities, having been properly requested to do so by the Project Coordinator, the Project Partner shall submit them by the set deadline.
5. The language of the Project shall be Slovak / Czech and English. Communication inside the partnership shall be Slovak / Czech and English and reporting addressed to the NA shall be Slovak.

Article 7/Informing and document storage obligations

1. The Parties shall immediately notify one another about any and all developments concerning their participation in the Project. In particular, the above applies to events whose consequences affect or might affect the participation of other partnership members or have or can have a negative influence on the performance of this Agreement. In particular, the Project Partner shall immediately inform the Project Coordinator in written form, about not having used the budget or the need to change the purpose of a proportional part of the budget and any delays which affect performance of tasks under the Project.
2. The Project Partner shall keep the originals of all documents connected with the Project as well as other documents (in particular accounting and tax documents) which are necessary to confirm performance of its tasks under the Project and provide them to controlling authorities upon demand. The documents must be stored after the end of the Project for five years, starting from the NA's final payment or the Partners' return of the amount due to the NA, if national regulations do not require a longer storage period. In the case of pending controls, appellate proceedings and disputes or proceedings concerning claims sought in connection with granted financing, the documents must be stored also after that period until the end of the aforementioned processes.
3. In the case of financial and/or operational controls by representatives of the European Commission, the NA and other authorized persons, the Project Partner shall make all necessary information and documents available by the set date. Should the need arise, authorized persons and the Project Coordinator must also be quickly provided with access to documents connected with the Project in the Project Partner's facilities, upon prior arrangements.
4. The Parties shall guarantee comprehensive compliance with guidelines included in the Grant Agreement.

Article 8/Confidentiality

1. The parties shall keep confidential the Grant Agreement with all its annexes, the Grant Application with all its annexes, this Agreement with all its annexes and internal documents connected with the Project (employment contracts, agreements with third parties, etc.) and use the information and documents provided to them solely for the purpose of performing their Project tasks.
2. The parties shall guarantee comprehensive compliance with guidelines included in the Grant Agreement, concerning confidentiality and personal data processing.
3. The parties shall impose the same confidentiality obligation upon all persons cooperating with them on the performance of Project tasks and/or having access to information subject to the confidentiality clause.

Article 9/Public relations

1. In the case of all publications or other media information connected to the Project, the parties shall comply with the European Union guidelines on visibility, with a special emphasis on Article I.12 of the Grant Agreement.
2. In order to keep a uniform manner of external presentations, entities which participate in the partnership shall agree on a uniform overall image of the Project within public relations. The above shall apply to the logo of the Project, a joint manner of presenting the Project, the Project's website as well as guidelines on design for publication.
3. The Parties shall ensure compliance with the European Commission's and the NA's guidelines on visibility and joint guidelines concerning design for all publications made under the Project (the above shall also apply to publications prepared by subcontractors). In order to ensure compliance with conditions on the use of financing, all publications made under the Project shall be agreed with and consented to by the Project Coordinator beforehand.

Article 10/Financing

1. The Grant Agreement provides for a budget of maximum EUR 124 404 EUR for implementation of the Project. The proportional part of the budget attributed to the Project Partner has been presented in Annex 1 "Project budget". The final amount of subsidy from the NA shall be determined by it after evaluation of the results of the Project and acceptance of the final report by the NA.
2. The subsidy from the NA shall be granted for a specific purpose. Eligible costs include solely the costs incurred under the budget items accepted by the NA. In particular, the Project Partner shall be responsible for the correctness of financial settlements within the scope of actions attributed to it.
3. In connection with flat-rate financing, the calculated participation amounts within a given cost category need to meet the following conditions:
4. They need to be actually used or disclosed in the period set forth in Annex 2 "Project schedule – Gant chart of activities"
5. They need to be necessary for the performance of the Project or need to be generated by it,
6. The calculated amounts of flat-rate shares within a given cost category need to be identifiable and verifiable, in particular they need to be supported by proper records, i.e. records in a bookkeeping system and the source documentation.
7. In budget items "Project Management and Implementation", "Transnational Project Meetings", "Project Results" and "Multiplier Events", NA grants flat-rate subsidies according to unit costs. In budget item "Exceptional Costs" the NA's grant covers 75% of actual costs.
8. Budget transfers are possible only when compliant with proper regulations of the NA (see Article I.3.3 of the Grant Agreement). For that reason, any and all applications concerning planned budget transfers need to be submitted in advance in due time in writing to the Project Coordinator and need to be accepted by it. No claims for changes are available.
9. Assignment of rights - transfer of payment rights onto third parties is not possible.

Article 10.1/ Terms of payment

1. The entire Project budget shall be managed by the Project Coordinator. The pay-out of the proportional part of the subsidy from the NA to the Project Partner shall be made in the form of 2 pre-financing and a Final payment after submitting the Final report to Slovak National Agency.
2. The first pre-financing corresponding to 40% of funds stemming from the proportional part of the Project's budget attributed to the Project Partner, shall be transferred to the Partner within 30 days from the signature of Partnership Agreement by the last party.
3. The Partner shall use at least 70% of the first pay-out by 15th June 2023. The form required by the Project Coordinator shall be used to confirm the use of funds.
4. The second pre-financing corresponding to 40% of funds stemming from the proportional part of the Project's budget attributed to the Project Partner, shall be transferred after receipt of the second tranche from the NA and the Partner's clearance of 70% of the first pay-out and provided that the NA approves the report, the Project Coordinator is required to pay the project partner a repayment installment within 30 calendar days of receipt of the NA tranche.
5. No later than 30 calendar days after the project end date, the project partner is required to send the information needed to justify the financial support, e.g. financial report and project results (if relevant) to be inserted in the Erasmus + Project Results Platform as outlined in Article I.9.2. Grant Agreement.
6. The final report will be considered a project coordinator's request for payment of the grant balance.
7. The Project Coordinator is required to confirm that the information provided in the claim for payment of the balance is complete, reliable and true. It is also required to confirm that the costs incurred may be considered eligible under the contract and that the payment request is supported by appropriate supporting documents which the Project Coordinator is required to submit in connection with control or audits under Article II.27.

8. The third pay-out reimbursement of expenses incurred for the last period of implementation of the Project (final payment), corresponding to 20% of funds stemming from the proportional part of the Project's budget attributed to the Project Partner, shall be transferred after receipt of the third tranche from the NA and correct clearance of the Project within 30 days after receipt of the final payment from the NA. The form required by the Project Coordinator shall be used to confirm the use of funds.
9. In the case of a refund, requests for pay-outs must be accompanied by a proper document confirming the use of the funds (together with a list of expenses incurred, grouped according to budget lines). The form required by the Project Coordinator shall be used to confirm the use of funds.
10. In the case of proof of compensation in foreign languages, an explanation in English must also be provided. In particular, the following documents must be submitted:
 - (e) in the case of Project Results: bank statement, supplement to the job contract and employment contract to the person concerned, details including working days in the form of a time sheet, documents relating to the project results;
 - (f) in relation to Transnational Project Meetings: Certificate of the attendance, document illustrating formal relationship between the person employed and partner institution;
 - (g) in the case of Multiplier Events: a list of participants including the surname, e-mail address, name and address of delegating institution and signature of each participant, detailed programme, invoices;
 - (h) in the case of purchases: receipts or invoices;
 - (i) in the case of subcontracts: subcontracts are not allowed;
 - (j) in the case of Project Management and Implementation: documents proving creation of project results, description of activities and outputs, contracts, timesheets, documents illustrating formal relationship between the person employed and partner institution;
11. The goods and services tax (VAT) shall be an eligible cost only when it is not deductible in accordance with applicable national regulations on the goods and services tax. If the Project Partner seeks reimbursement of the costs of purchases or sub commissioning of works together with the goods and services tax, a document must be submitted (issued by a tax authority or other competent authorities, or by the chief accountant or another authorized person holding proper authorizations (e.g. chartered accountant)) confirming that a return of the goods and services tax cannot be demanded. If the charged goods and services tax can be deducted under law, the goods and services tax cannot be cleared.
12. The pay-outs to the Project Partner shall be made after meeting the condition precedent, i.e. full submission of all documents confirming the Project Partner's correct implementation of tasks under the Project, performance of remaining obligations hereunder and the fact that the adequate subsidy (tranche) was actually credited to the Project Coordinator's bank account. During implementation of the Project, reimbursement of expenses to the Project Partner shall be made up to 80% of the proportional part of the subsidy granted by the NA (proportional part of the Partner's budget). The balance of the amount shall be paid out upon acceptance of the final report by the NA and after the last tranche is credited to the Project Coordinator's bank account 30 days after receiving final payment from NA. If the NA lowers the grant due to poor quality, partial or untimely implementation of the Project, the funds allocated to the Project Partner shall be reduced, if the lowering of the grant applies to the proportional part of the budget attributed to the Project Partner, i.e. if the Partner is responsible for the mentioned reduction of the grant.
13. Pay-outs to the Project Partner shall be made only to bank account number IBAN: XXXXXXXX
Pay-outs from the Project Coordinator to the Project Partner shall be made only in the EUR. Conditions of conversion set forth by the NA (see Article I.4.10 of the Grant Agreement) shall apply to expenses incurred in other currencies. Partner shall convert all the costs/expenditures into EUR currency using daily currency of the day when the cost came into being due to valid exchange rate on the webpage www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html.

Article 10.2/ Budget transfers without an addendum

Without prejudice to Article 10.1, the ceilings listed for each budget category in Annex 1 and provided that the project is implemented as described in Annex 1, the beneficiaries may adjust the estimated budget in Annex 1 by moving between different budget categories respecting the following rules:

- (a) Beneficiaries are authorized to move max. 30% of the funds allocated in *Project Results, Multiplier Events or Learning / Teaching / Training Activities* to any other project category (with the exception of not increasing *Project and Management Implementation*)
- (b) Beneficiaries are authorized to move max. 100% of the funds allocated in *Transnational Project Meetings* to any other project category (with the exception of not increasing *Project and Management Implementation*)
- (c) Beneficiaries are authorized to move max. 100% of the funds allocated in *Project and Management Implementation* category to any other project category.

Article 10.3. / Additional financial and contractual rules applicable only to projects organizing virtual activities due to COVID-19

The following rules supplement and apply the provisions set out in Articles I.2 and II.2 of Annex III only for cases where it is necessary to organize virtual activities due to COVID-19. Reporting on virtual mobilities is mandatory in accordance with the rules set out in the contract.

Recipients are entitled to move max. 60% of the funds allocated to each from the following budget categories: Transnational Project Meetings, Multiplier Events and Learning / Teaching / Training activities to any budget category with the exception of the Project Management and Implementation categories and Extraordinary Costs.

Calculation of unit contributions and supporting documents:

Project management and implementation: Provisions in the budget category Project Management and Implementation remain untouched.

Transnational project meetings: Unit contributions are not eligible for virtual activities in this budget category. Costs related to the organization of virtual project meetings can be covered from the funds allocated to the budget category Project Management and Implementation.

Learning / Teaching / Training activities: Calculation of the grant amount: the grant is in the form of individual unit contributions support.

- Travel expenses: a grant for a travel allowance is not eligible.

- Individual Support: the amount of the grant is calculated by multiplying the number days / months for each participant in the virtual activity in the amount of 15% unit contribution per day / month for a specific type of participant and a specific beneficiary country as set out in Annex IV to the Treaty. Days to travel before or after the end of the activity they cannot be included in the calculation of the individual support.

Article 10.4 / Co-financing

1. The total grant awarded to the Partner is up to 29 385,00 EUR.

Article 10.5 / Payments

1. The Coordinator commits himself to carry 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 within 30 days after the last party signs this Agreement : **11 754,00 EUR**

2nd payment within 30 days after receiving 2nd payment from NA: maximum of **11 754,00 EUR**

Final payment within 30 days after receiving final payment from NA: maximum of **5 877,00 EUR**

The final payment will be provided after the end of action.

The Coordinator may decide to delay or hold payment to the partner in case that partner did not fulfil conditions specified in this agreement or if the actions were not carried out in requested quality and within estimated costs.

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.
3. Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the ERASMUS+ financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the Coordinator.
4. The final payment as mentioned in Article 10.4 can be adapted to take into account the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure.

Article 10.6 / Partner's Bank account

Name of the partner: pelicantravel.com

Address of the bank:

Bank:

Bank account number:

IBAN:

SWIFT code:

Article 11/ Responsibility

1. If the NA requires the Project Coordinator to return the funds due to the Project Partner's failure to implement the tasks in compliance with the Agreement, it will exempt the Project Coordinator from the duty to make the return. If several partners are co-responsible for the necessity of returning the funds, they will be held accountable according to the degree of their respective faults. If it is not possible to determine the degree of fault, the partners will be held accountable according to their shares in the entire budget. The same applies to any delay interest sought by the NA.
2. The Project Coordinator shall have the right to control the correctness of the use of funds regardless of the NA's demand to return the funds, also after the end of the Project. If such a control of documents confirming the use of the funds reveals that the Project Partner used the funds against the purpose of the grant, it will have to return such funds.
3. If damages are sought from the Project Coordinator and the Partner is to blame for that, it shall release the Project Coordinator from any and all claims sought from it by third parties. If employees of several partners are co-responsible for the loss, they will be held accountable according to the degree of their respective faults. If it is not possible to determine the degree of fault, all entities in the partnership that are responsible for the loss will be held accountable according to their shares in the entire budget

Article 12/ Additional provisions regarding visibility of Union funding

In all notices and publications, beneficiaries are required to state that the project is being implemented with the support of Erasmus +. Instructions for recipients and third parties are available at http://eacea.ec.europa.eu/abouteacea/visual-identity_en.

Article 13 / Processing of personal data

Any personal data specified in the party's treaty are obligatory to process in accordance with the provisions of the national law.

Article 14/ 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 project activities covered by this contract.
2. The Partner shall make available to the Coordinator any document making it possible to check that the aforementioned project activities are being or have been carried out.

Article 15 / Penalties

In case of non-compliance of publicity obligation and for poor, partial or late implementation penalties may be applied as it is stated in the article Contract Agreement n° 2021-1-SK01-KA220-HED-000023160, specifically:

- 10% if the Final report is scored between 50 – 60 points;
- 25% if the Final report is scored between 40 and 50 points;
- 50% if the Final report is scored between 25 and 40 points;
- 75% if the Final report is scored under 25 points.

All the partners will contribute in accordance to their budget to the penalties.

Article 16/ 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. The Coordinator and the Partner are severally liable for complying with any and all legal and financial obligations incumbent on each of them with respect to the Grant Agreement and this Agreement.

Article 16.1/Adjustment of the Partnership Agreement

1. If for the entire Project to be successful, there is the need to undertake extra activities which have not been listed in the description of the Project, those activities shall be jointly undertaken by entities which participate in the Project partnership, according to the share of given partners in the entire budget.
2. If substantial changes are introduced to documents which are the basis for this Agreement, the Parties shall immediately start negotiations in order to adjust the Agreement accordingly to the documents which are its basis.

Article 16.2/Settlement of disputes/court competence

1. The Parties shall do their best to mitigate any possible disputes and conflicts arising from the cooperation stipulated herein first and foremost among themselves. The Parties agree that no risk to the NA's financing can arise under any circumstances.
2. The Slovak law shall apply to all disputes stemming herefrom. The court having material and territorial jurisdiction over the registered office of the Project Coordinator shall be the court of competence for solving disputes.

Article 17/Termination of the Agreement

1. The Coordinator may terminate the Agreement if the Partner has inadequately performed or failed to perform any of the contractual obligations, insofar as this is not due to force majeure, after notification of the Partner by registered letter which remains without effect for one month. The termination period is one month and begins on the first day of the month following the delivery of termination notice to the partner.
2. The Partner shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 18/ Jurisdiction clause and IP rights

1. The law applicable to this contract shall be the law of Slovak Republic.
2. All outputs created within the project activities are property of the consortium and each partner has right to:
 - (a) view, reproduce and multiply all products created within the project.
 - (b) to reproduce and distribute all products created within the project activities in printed form, including print-on-demand;
 - (c) to translate all products created within the project activities into other languages;
 - (d) to reproduce all products created within the project activities using photomechanical or similar means including, but not limited to photocopy, and the right to distribute these reproductions;
 - (e) to reproduce and distribute all products created within the project activities electronically or optically on any and all data carriers or storage media.

Article 18.1/ Validity, dissolution

1. The Agreement shall take validity upon being signed by the Parties but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.
2. The Agreement shall expire regardless of outstanding obligations which remain in effect due to its implementation and completion in the following cases:
 - (a) the Project is ended, all obligations stemming from the Grant Agreement are met and the NA accepts the final report,
 - (b) the NA withdraws its pledges or
 - (c) the Project Partner and the Project Coordinator jointly decide to terminate the Agreement.

Article 19/ Final provisions

1. Any and all amendments and supplementations to this Agreement as well as its annulment shall be in writing under pain of being null and void. The above shall also apply to repealing the written form requirement.
2. If separate provisions of this Agreement are or turn out to be invalid, it shall not invalidate the remaining provisions. Every invalid provision shall be replaced by a proper stipulation which shall correspond to the purpose of the invalid provision as best as possible.
3. This Agreement is drawn in five originals in English, from which 4 originals belong to the Coordinator and 1 original to the partner.

Annexes

1. Individualised project budget for the partner
2. Timetable of project activities
3. Financial and Contractual Rules available at <https://www.erasmusplus.sk/erasmusplus/mam-projekt/#1632834136611-821235a3-ce99>

For the Coordinator,

doc. Ing. Vladimír Hladlovský, PhD,
rector of UMB

Place: Banská Bystrica

Date:

For the Partner,

Patrik Dragula
Managing Director

Place: Bratislava

Date: