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## **PARTNERSHIP AGREEMENT**

**Under the Erasmus+ Programme<sup>1</sup>**

**SMALL-SCALE PARTNERSHIPS IN SCHOOL EDUCATION (KA210-SCH)**

**Regarding AGREEMENT No – 2021-1-CZ01-KA210-SCH-000031438**

**(Hereinafter referred to as the “Agreement”)**

This contract shall govern relations between:

**Gymnázium, Frýdlant nad Ostravicí, nám. T. G. Masaryka 1260, příspěvková organizace, 739 11 Frýdlant nad Ostravicí**

ID no.:00601403

address: nám. T. G. Masaryka 1260, 739 11 Frýdlant nad Ostravicí, the Czech Republic  
represented by Petra Schwarzová, the headmaster

**(Hereinafter referred to as the “Coordinator”),**

and

**Nazilli Anadolu Lisesi**

ID no.: 964277

address: Turan, 173. Sk. No:33, 09800 Nazilli/Aydın, Turkey  
represented by: Nail Canan, the .....

**(Hereinafter referred to as the “First Beneficiary”,**

**Spojená škola,**

ID no.:4218919

address: SNP 30, 900 28 Ivanka pri Dunaji, Slovakia  
represented by: Katarína Kubišová, the headmaster.

**(Hereinafter referred to as the “Second Beneficiary”, the Coordinator and the First Beneficiary and the Second Beneficiary hereinafter collectively referred to as “Parties” or individually as the “Party”)**

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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 as follows:

### **Article 1 – Subject**

- 1.1. The Coordinator, Dům zahraniční spolupráce, příspěvková organizace, ID no.: 61386839 (hereinafter referred to as the “**National Agency**”), the First Beneficiary and the Second Beneficiary, on 5 January 2022 have concluded the “Grantová dohoda pro: projekt s více příjemci v rámci programu Erasmus + no.: 2021-1-CZ01-KA210-SCH-000031438” (hereinafter referred to as the “**Grant Agreement**”), forming an annex A to this Agreement under which the National Agency have agreed to provide a grant for the Coordinator, the First Beneficiary and the Second Beneficiary to carry out Erasmus + project: Save Our Blue Planet (hereinafter referred to as the “**Project**”) under the conditions specified in the Grant Agreement.
- 1.2. The Parties have decided to enter into this Agreement in order to govern the relationship between the Parties arising from the Grant Agreement.
- 1.3. The total grant of the Project by the Grant Agreement is **60,000 EUR** (hereinafter referred to as the Grant). The deposit in an amount of 48,000 EUR of the Grant shall be provided by the National Agency to the Coordinator, the Coordinator shall distribute the Grant between the Coordinator, the First Beneficiary, and the Second Beneficiary in accordance with Art. 5 of this Agreement.

### **Article 2 – Duration**

- 2.1. The duration of the Project is 17 months. It starts on 01/11/2021 and ends on 31/03/2023.

### **Article 3 – General obligations of the First Beneficiary and the Second Beneficiary**

The First Beneficiary and the Second Beneficiary undertake to:

- 3.1. take all the steps necessary to prepare for, perform and correctly carry out the Project in accordance with the objectives of the Project as set out in the Grant Agreement and the application;
- 3.2. send to the Coordinator reports and of any official documents concerning the Project which they are obliged to issue under the Grant Agreement or which the Coordinator requires;
- 3.3. to notify and provide the Coordinator with all facts, any issues or problems relating to the implementation of the Project;
- 3.4. carry out all of their duties and obligations arising from the Grant Agreement in order to implement the Project duly in accordance with the Grant Agreement and to provide the Coordinator with full support with carrying out the Coordinator’s obligations arising from the Grant Agreement;
- 3.5. ensure that any documents, presentations and any other materials issued by the First Beneficiary or the Second Beneficiary will carry the logo of Erasmus+;

3.6. to comply with all the provisions of the Grant Agreement.

#### **Article 4 – Obligations of the Coordinator**

The Coordinator undertakes to:

- 4.1. take the steps necessary to prepare, perform and correctly manage the Project in accordance with the objectives of the Project as set out in the Grant Agreement and the application;
- 4.2. to communicate to the First Beneficiary and the Second Beneficiary any information or document required by the National Agency or the Grant Agreement that is necessary for management or performance of the Project;
- 4.3. to comply with all the provisions of the Grant Agreement.

#### **Article 5 – Financing**

- 5.1. The Grant shall be distributed between the Coordinator, the First Beneficiary, and the Second Beneficiary equally unless the Parties agree otherwise or unless stated otherwise in this Art. 5 or Art 6 of this Agreement. The Grant shall be used for financing Project activities only.
- 5.2. The National Agency shall provide the Coordinator with a deposit in an amount of 48,000 EUR (16,000 EUR for each Party unless conditions specified in Art. 6.2 or 6.3 apply) to cover the Projects costs specified in article I.3.2 of the Grant Agreement. The remaining part of the Grant shall be provided by the National Agency after the Project has been implemented to cover remaining eligible costs.
- 5.3. The transfer of the funds between the budget categories is allowed, however must be approved by the Coordinator. It is up to the Coordinator if the Coordinator approves such transfer or not, the transfer may specially be approved if it is necessary for the Project implementation.
- 5.4. The First Beneficiary and the Second Beneficiary undertake to provide the Coordinator with copies (and originals if required by the Coordinator) of documents related to the payment of costs (invoices, bank statements, etc.) which shall be eligible as payments from the Grant. All invoices and other documents provided by the First Beneficiary must be translated into English otherwise the Coordinator may not accept them. If the First Beneficiary or the Second Beneficiary refuse to provide the necessary documents, the Coordinator is entitled to deem such cost as not eligible and refuse to provide the First Beneficiary or the Second Beneficiary the respective payment or request a refund of the respective payment if such payment has already been provided to the First Beneficiary or the Second Beneficiary.
- 5.5. The First Beneficiary and the Second Beneficiary undertake to provide the Coordinator with full support during control of eligibility of costs carried out by the National Agency.

#### **Article 6 – Payments**

6.1. The Coordinator shall provide the First Beneficiary and the Second Beneficiary with deposit payments according to the following schedule:

1. First deposit payment in an amount of 5,000 EUR shall be provided within 30 calendar days from the day the Coordinator receives the deposit payment from the National Agency.

In order to become eligible for a second payment a Party must expend costs in an amount of 6,250 EUR and provide the Coordinator with all corresponding documents related to the payment of costs (invoice, bank statement, etc.).

2. Second deposit payment in an amount of 5,000 EUR shall be provided upon request to a Party which becomes eligible for the second payment in accordance with the previous section.

In order to become eligible for a third payment a Party must expend costs in an amount of another 6,250 EUR and provide the Coordinator with all corresponding documents related to the payment of costs (invoice, bank statement, etc.).

3. Third deposit payment in an amount of 6,000 EUR shall be provided upon request to a Party which becomes eligible for the third payment in accordance with the previous section.

4. Final payment in an amount to cover remaining eligible costs shall be provided to each Party within 30 calendar days from the day the Coordinator receives the final payment from the National Agency on the condition that the National Agency has approved full amount of the final payment.

6.2. The schedule stipulated in art. 6.1. above may change if the conditions set forth by the National Agency change. The Coordinator shall inform the First Beneficiary and the Second Beneficiary of any changes without undue delay.

6.3. The schedule may also change if either the First Beneficiary or the Second Beneficiary do not participate in the Project tasks assigned to them by the Coordinator to a sufficient extent. In such case the Party not participating sufficiently may receive a reduced amount of the payment or no payment at all.

6.4. 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.

6.5. 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.

6.6. If the National Agency deems any expenditures as not eligible and the Coordinator shall return any amount of the Grant to the National Agency, the First Beneficiary and the Second Beneficiary shall reimburse the Coordinator in full amount if such expenditure was procured by the First Beneficiary or the Second Beneficiary.

## **Article 7 –Bank accounts**

First Beneficiary:

Name of the Bank:  
Address of the Bank:  
Account holder:  
Account number:  
IBAN code:  
SWIFT code:

**Second Beneficiary:**

Name of the Bank: Štátna pokladnica  
Address of the Bank: Radlinského 32, 810 05 Bratislava 15  
Account holder: Spojená škola  
Account number: 7000473715/8180  
IBAN code: SK47 8180 0000 0070 0047 3715  
SWIFT code: SPSRSKBA

**The Coordinator:**

Name of the Bank: Komerční banka, a.s., expozitura Frýdlant and Ostravicí  
Address of the Bank:  
Account holder: Gymnázium, Frýdlant and Ostravicí, nám. T. G. Masaryka 1260,  
příspěvková organizace  
Account number: 123-5354760237/0100  
IBAN code: CZ26 0100 0001 2353 5476 0237  
SWIFT code: KOMBCZPPXXX

**Article 8 – Contact Personnel**

**For the First Beneficiary:**

Name:  
email:  
phone number:  
position:

**substitute representative:**

Name:  
email:  
phone number:  
position:

**For the Second Beneficiary:**

Name: Michal Madžunkov  
email: dzunko@post.sk  
phone number: +421 948 171 511  
position: Deputy director

**substitute representative:**

Name: Pavol Trubač  
email: palotrubic@gmail.com  
phone number: +421908766858

position: teacher

For the Coordinator:

Name: Petra Schwarzová  
email: pschwarzova@post.cz  
phone number: +420 774 739 021  
position: headmaster

substitute representative:  
Name: Jana Krenželoková  
email: krenzelokovaj@gymfrydl.cz  
phone number: +420 603 541 824  
position: vice headmaster

### **Article 9 – Fulfilment of tasks**

- 9.1. The Parties have agreed that the Coordinator is responsible for implementing data into the Beneficiary module.
- 9.2. The Parties confirm that their representatives and substitute representatives are both fully eligible to carry out any and all Project tasks. The Parties undertake to ensure that have enough personnel necessary for the performance of the Project tasks.
- 9.3. The Parties have agreed on a Project schedule which is forming an annex B to this Agreement.

### **Article 10 – Termination of the agreement**

- 10.1. This Agreement shall be terminated if the Grant Agreement is terminated only unless the Parties agree otherwise.

### **Article 11 – Jurisdiction clause**

- 11.1. The law applicable to this Agreement shall be the law of the Czech Republic.
- 11.2. Failing amicable settlement, the Courts of the Czech Republic shall have sole competence to rule on any dispute between the contracting Parties in respect of this Agreement.

### **Annexes:**

- Annex A the Grant Agreement  
Annex B Project schedule

Signatures follow on the signature page.

