

'School Food Climate Challenge - PARTNERSHIP AGREEMENT

Partnership Agreement

between

Skutečně zdravá škola, z.s., Bendlova 150/26, 613 00 Brno, Czech Republic
represented by Tomáš Václavík
being Chairman
hereinafter referred to as 'SZS' or 'coordinator'

and

Stredná odborná škola obchodu a služieb, Ul. P. Jilemnického 24, Trenčín, Ul. P. Jilemnického 24, 912 50 Trenčín
represented by RNDr. Katarína Križková
being Director
hereinafter referred to as 'partner'

1. Subject of the Partnership Agreement

The subject of this Partnership Agreement is to define the organisation of the partnership by regulating the rights and obligations of the coordinator and the partner in order to successfully implement the School Food Climate Challenge: creating educational digital tools for educators to inspire students to become true change makers in our transition to a sustainable food system in Europe project.

The respective Grant Agreement (2022-1-CZ01-KA220-SCH-000085099), signed between the coordinator (SZS) and the Dům zahraniční spolupráce, Na Poříčí 1035/4, 110 00 Praha 1 on 23/09/2022 is an integral part of this contract, and takes precedence over it. In more detail, all terms and conditions, articles, annexes and guidelines stated in the Grant Agreement for this project are part of this contract. The coordinator and the partner shall be bound to this contract and the Grant Agreement for this project. This includes any further amendments to the Grant Agreement which are approved by the Executive Agency. See Appendix 1 for Partner names and addresses.

2. Duration of the Agreement

This Agreement shall come into force on the day when it has been signed by all parties, but shall have retroactive effect from the start of the School Food Climate Challenge project eligibility period. It shall remain in force until the coordinator has discharged in full its obligations arising from the School Food Climate Challenge Grant Agreement with the Dům zahraniční spolupráce.

3. Payment of funds and modalities

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 (See Appendix 2 for Outline Budget).

The funds to be paid to the partner shall be paid into the following institutional bank account:

Name and Address of the Account Holder:	Stredná odborná škola obchodu a služieb, Ul. P. Jilemnického 24, Trenčín - názov účtu: BÚ-Projekty, SOŠ obchodu a služieb Trenčín
Name of Bank:	Štátna pokladnica
Address of Bank:	Radlinského 32, 810 05 Bratislava 15
IBAN - International Bank or Account Number:	SK88 8180 0000 0070 0050 8770
Bank or Swift Code:	SPSRSKBA

The partner is obliged to use the given funds exclusively for the purposes defined by the Project, and in accordance with terms and provisions of this Agreement and the Grant Agreement.

b) The coordinator shall pay the partner for work completed satisfactorily according to the description and schedule of this work. Payment to the partner shall be made according to the following planned schedule:

- First instalment of financing: The coordinator will transfer **40% of the partner's total direct costs** budget, after the signing of the present contract, provided that the coordinator has received the pre-financing from the Executive Agency and bank details are correctly provided by the partner.
- Second instalment of financing: The coordinator will transfer **40% of partner's direct costs budget**, provided that the partner provides eligible and full supporting documentation on project expenditure of at least 70% of the first instalment.

- Balance payment: All outstanding payments to cover actual eligible expenditures that have not been received in previous instalments (see above), will be paid to the partner within 30 days after the coordinator receives the final payment from the Executive Agency, on condition that the partner has provided the requested eligible supporting documentation. 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.
- Only expenditure in accordance with the project, declared eligible by the Dům zahraniční spolupráce and for which supporting documents have been provided, will be financed.

4. Irregularities and repayment of funds

If the Executive Agency should – based on the provisions of the Grant Agreement – request the repayment of EU contribution from the coordinator, the coordinator shall ask the partner that has caused the irregularity to make the repayment of the EU contribution. The partner affected has to repay the requested EU contribution together with the interests chargeable to the coordinator.

The partner affected has to respect the deadline given by the Executive Agency to the coordinator for the repayment of EU contribution. The partner has to transfer the requested EU contribution together with the interests chargeable to the coordinator 30 (thirty) days before the abovementioned deadline.

5. Management of project and consortium decision making modalities

a) For the management of the Action the following group will be set up:

- The transnational project group will control the administrative and methodological aspects of the Action, intervene for the resolution of any possible incoming problems.

b) In the case of transnational project meetings, the following rules shall apply:

- Meetings: the Chairman of each meeting shall be decided in advance. The agenda of the meeting will be reviewed by the other partners and released and circulated. Minutes taken will be sent for comments to the transnational project group members before being approved.
- Decision Making: at each transnational project meeting, no less than two-thirds of the members shall constitute a quorum. Decision-making will be by qualified majority (greater than 66%) among the present members (one vote per member).
- In the case there are concerns over taking the decision, the decision shall be frozen until the coordinator will have clarified the matter with the Executive Agency.

6. Specific obligations of the coordinator

The coordinator shall take all the steps needed to correctly manage the project in accordance with the Application Form submitted to the Executive Agency and the Grant Agreement.

In addition the coordinator shall:

- provide the copy of the Grant Agreement for the partner;
- keep the partner informed on a regular basis about all relevant communication between the coordinator and the Executive Agency;
- inform the partner about all essential issues connected to the project implementation without any delay;
- submit Intermediate Report and Final Report to the Executive Agency for the deadline given in the Grant Agreement and its annexes;
- transfer funds to the partner in three instalments: for planned on-going activities, or as payment of invoices and/or other supporting documents.

7. Specific obligations of the partner

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

In addition the partner shall:

- commit themselves to do everything in their power to carry out the activities as specified in the Workplan and foster the implementation of the project;
- provide the staff, facilities, equipment and material necessary to perform the project activities;
- support the coordinator to fulfil its tasks according to the Grant Agreement;
- ensure adequate communication with the coordinator;
- ensure that interaction with other partners takes place in continuous and smooth way;
- provide the coordinator without any delay with any information needed to draw up the Intermediate Report and the Final Report, to react on any request by the Executive Agency, or provide with any further information needed by the coordinator;

- inform the coordinator immediately about any delay in the performance of the activities or any circumstance that could lead to a temporary or final discontinuation of the project;
- inform the coordinator about any change in personnel, tasks or procedures of its project team;
- maintain either a separate accounting system or an adequate accounting code for all transactions relating to the project;
- inform the coordinator on the details of the bank account where the part of the Executive Agency contribution shall be transferred by coordinator;
- complete the activities foreseen for each reporting period of the project implementation;
- have the expenditures incurred and paid in the given project period defined in the Grant Agreement and submit the supporting documents on validation of expenditure to the coordinator every 3 months.
- comply with Erasmus+ and national rules, including rules on public procurement, state aid, publicity and equal opportunities;
- be responsible for providing adequate support for the participants with limited opportunities involved in the project;
- be responsible for the sound financial management of the funds allocated to the project part;
- provide all relevant information for all interim and final reports in a timely manner;
- communicate activity participants in a timely manner prior to the activity start date;
- agree with the coordinator before submission of any request for amendment of the Grant Agreement to the Executive Agency.

8. Obligations of the coordinator and the partners

- The partner is directly and exclusively responsible towards the coordinator for the due implementation of its respective contribution to the project and for the proper fulfilment of its obligations as set out in this Agreement. Should a partner not fulfil its obligations under this contract in due time, the coordinator shall admonish him to fulfil them within a reasonable period of time. The partner will undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the coordinator may decide to debar the partner concerned from the project with approval of the other partners. The Executive Agency shall be promptly informed of such an intended decision by the coordinator and the change in the partnership has to be approved by the Executive Agency according to the provisions of the Grant Agreement.
- The partner shall take the financial responsibility for the Project contribution and any own contribution for the project.

9. Limitation of Liability

Under no circumstances shall either party be liable to the other for any indirect or consequential losses incurred by that other party or any third party nor for any loss of profit, loss of opportunity or loss of bargain, howsoever occurring. In any event, save where liability cannot be excluded or restricted by law, the maximum liability of one party to the other, howsoever arising (including negligence) in respect of or attributable to any breach, non-observance or non-performance of this Agreement or any error or omission (except in the case of death, personal injury or fraudulent misrepresentation) shall be limited to €40,000 (forty thousand EUR) in the aggregate.

10. Accounting, Record Keeping and Reporting

a) Original invoices, debit notes, receipts, bank statements for every item of expense have to be thoroughly documented and kept by the partner institution and can only be financed by project funding if they are in compliance with eligibility of expenditure.

Boarding passes and travel documents for every activity must be documented and kept by the partner institution until requested by the coordinator.

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:

- 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.
- 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 Executive Agency within their final report assessment need to be reimbursed by the partner to the coordinator who confirms to forward the ineligible amount to the Executive Agency.
- To be aware of the fact that the coordinator will not compensate for costs incurred beyond those budgeted for.
- To make available any documentation on project finance and activities required by the Executive Agency
- To keep a record of any expenditure incurred under the project and all proofs and related documents for five years after the end of the period covered by the present contract.

b) The coordinator will provide the partner with the appropriate forms for the declaration of expenses and the respective instructions for their completion.

Only the coordinator can submit technical implementation reports and financial statements to the Executive Agency by providing proof of progress of the project. Therefore, in order to provide adequate information on the progress of the project, the partner has to submit a Report to the coordinator consisting of an activity report describing the activities carried out and their outputs and results during the reporting period, and a financial report presenting the costs incurred in accordance with the approved Application Form.

The partner has to respect the reporting deadlines of the Grant Agreement, and submit their Partner Report and supporting documents on validation of expenditure to the coordinator in due time as requested by the coordinator. Partner Reports and supporting documents on validation of expenditure not submitted to the coordinator within the set deadline will not be included in the progress report of the coordinator to be submitted to the Executive Agency. The coordinator may reject any item of expenditure which cannot be justified under the project and are not in line with the rules set out in the Grant Agreement and the Guidelines for the Use of the Grant.

c) The Partner Reports should be drawn up in Euro. In case partners are from countries which have not adopted the Euro as their currency are participating in the project, the partner shall convert into Euro the amounts of expenditure in the list of invoices incurred in national currency before submission for validation. The expenditures shall be converted into Euro using the accounting exchange rate established by the Commission, of the month in which the transfers from the Executive Agency are received in the coordinator account.

Practically this means that:

- From the start of the eligibility period until the date that the second pre-financing is received, the rate of the month in which the first pre-financing was received should be applied
- From the date that the second pre-financing is received until the end of the eligibility period, the rate of the month in which the second pre-financing was received should be applied.

Exchange rate can be found on the Internet:

(http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/index_en.cfm).

11. Intellectual property

Terms having a specific meaning in the Data Protection Act 2018 ('DPA 2018') or the General Data Protection Regulation ('GDPR'), together referred to hereinafter as the "Data Protection Legislation", will have the same meaning when used in this Agreement. In exercising its rights and performing its obligations under this Agreement each party, to the extent necessary, will at all times adhere to the requirements and obligations under the Data Protection Legislation as it applies to the collection, processing, storing or sharing of any Personal Data as defined under the applicable legislation.

The cooperation under this project is regarded as a strategic partnership. Beneficiaries make in-kind contributions and offer their intellectual know-how to get a collective product. Each party will retain all rights to any intellectual property that it owns prior to the commencement of the project or which it develops independently of the project. Copyrights will be respected as follows:

- Material already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights have to be strictly safeguarded, permission for reproduction and scale of reproduction have to be settled beforehand.
- Where beneficiaries develop material within the scope of the project this material will be available for the partnership as a means within the common goals set in the partnership.
- Collective products in tangible form, like manuals, CD-ROMs, online data as the authorised result of this project work may be disseminated and translated into the respective beneficiary's official language(s) for free as long as they are not marketed for profit. Throughout the contractual period of the project the partnership is the proprietor of the product.

12. Audits

For audit purposes the partner shall:

- keep at the Commission's disposal all original documents, especially accounting and tax records, or in exceptional and dully justified cases, certified copies of original documents relating to the Grant Agreement for a period of 5 years from the end date of the project specified in Article 1.2 of the Grant Agreement;
- enable the responsible auditing bodies of the coordinator and any other outside body authorized by the Executive Agency to audit of the use made of the grant;
- give these authorities any information about the project they request;
- give them access to the accounting books and accounting documents and other documentation related to the project, whereby the auditing bodies decide on this relation. Such audits may be carried out throughout the period of implementation of the Grant Agreement until the balance is paid and for a period of 5 years from the date of payment of balance;
- give them access to their sites and business premises during the ordinary business hours and also beyond these hours by mutual agreement;
- provide the coordinator with any information needed related to such an audit without any delay.

13. 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 adequate 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 and they agree that the results of the project shall be available for all partners and for the public free of charge.

14. Changes in the Project Partnership

All changes in the partnership must be notified and requires prior approval by the Executive Agency. The following requirements are necessary for the different modifications of project partnership:

- Addition of a project partner requires endorsement from the new member (signed by the legal representative), acceptance letters from all other partners (signed by the contact persons) and a mandate signed between the coordinator and the new partner. These will be forwarded by the coordinator with the request;
- Withdrawal of a Project Partner requires written explanation from the coordinator and a withdrawing Project Partner, signed by the legal representative. Where the minimum partnership requirements are no longer fulfilled the Executive Agency reserves the right to decide on the continuation of the Grant Agreement;
- Changes of contact person for the partner require written confirmation signed by the new contact person and by the legal representative of partner and by the former contact person.
- In case a partner withdraws from the project or is debarred from it the remaining partners will undertake to find a rapid and efficient solution to ensure the further proper project implementation without any delay. Consequently, the project partners will endeavour to cover the contribution of the withdrawing project partner, either by assuming its tasks by one or more of the present project partners or by asking one or more new participants to join the project partnership, regarding the respective programme provisions.
- The provisions set for audits in Article 11 remain applicable to the partner that backed out of the project or was debarred from the project.

15. Language

The working language of the partnership shall be English. Any official internal document of the operation shall be made available in the language of the Grant Agreement, i.e. in English.

16. Other provisions

- a) Any amendments to this Agreement shall be in writing signed by the coordinator and the partner.
- b) 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.
- c) If any provision in this Agreement should 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.
- d) The coordinator and the partner commit themselves to taking measures to ensure that all staff members carrying out the work respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties or use it without prior written consent of the coordinator and the partner.
- e) 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.

17. Termination

In the event that the partner fails to perform any obligations under the present contract or the Grant Agreement, the coordinator may terminate or cancel this Agreement with notice of 30 days. If the partner or the coordinator breaches the terms of the present contract, the other parties shall have the right to terminate this contract with notice of 30 days.

The coordinator shall have the right to terminate the present contract if the partner has made false declarations to the coordinator on work carried out or on expenditure. If the present contract is so terminated, the coordinator may require the partner to reimburse all or part of the payments made under this contract.

The grant is governed by the terms of the Agreement and the applicable rules of the European Union.

Signatures

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

For the coordinator

Tomáš Václavík

Name of the legal representative

Chairman
Position

For the partner

RNDr. Katarína Križková

Name of the legal representative

Director
Position

Brno, 29/09/2022

Date and Place



Signature

Date and Place



Signature

Appendix 1 Names and Addresses of Partners

Skutečně zdravá škola, z.s.	Bendlova 150/26, 613 00 Brno, Česká republika
Skutočne zdravá škola, o.z.	Dvorákova nábrežie 4a, Bratislava, 811 02
Stredná odborná škola obchodu a služieb, Ul. P. Jilemnického 24, Trenčín	Ul. P. Jilemnického 24, 912 50 Trenčín
Vienna Business School Schönborggasse	Schönborggasse 3-5 1080 Vienna, Austria
Danachda - Bildung für Nachhaltigkeit	Tulpengasse 3/2 1080 Wien
EKO GYMNÁZIUM BRNO o.p.s.	Labská 27, 625 00 Brno - Starý Liskovec, ČR

Appendix 2 Outline Budget

Organisation	Pre-financing 40%	Interim payment 40%	Final payment 20%	Total Budget (euros)
SZS CZ	21 776,00 €	21 776,00 €	10 888,00 €	54 440,00 €
Ekogymnázium Brno	16 048,00 €	16 048,00 €	8 024,00 €	40 120,00 €
SZS SK	15 040,00 €	15 040,00 €	7 520,00 €	37 600,00 €
SOŠ Trenčín	16 048,00 €	16 048,00 €	8 024,00 €	40 120,00 €
Danachda	15 040,00 €	15 040,00 €	7 520,00 €	37 600,00 €
VBS	16 048,00 €	16 048,00 €	8 024,00 €	40 120,00 €
Total	100 000,00 €	100 000,00 €	50 000,00 €	250 000,00 €