**PARTNERSHIP AGREEMENT as part of the ERASMUS + programme**

This Agreement (hereinafter the “Agreement”) is concluded between the following Contracting Parties:

On the one part

Coordinator

**Hvězdárna a planetárium Brno, p. o.,**

Address: Kraví hora 522/2, 616 00 Brno, Czech Republic,

Represented by Director Mgr. Jiří Dušek, Ph.D.,

Company Id No/VAT: 00101443/CZ00101443

(hereinafter the “coordinator”), for the purposes of signing this Agreement,

and

On the other part

Beneficiary

**Planetarium i Obserwatorium Astronomiczne im. Mikolaja Kopernika w Chorzowie**

Address: al. Planetarium 4, 41-500 Chorzow, POLAND

Represented by: Stefan Janta

Company Id No/VAT: 6271669764

Supervisory authority

**Województwo Śląskie**

Address: ul. Juliusza Ligonia 46, 40-037 Katowice

Represented by: Krzysztof Klimosz, Grzegorz Boski

Company Id No/VAT: 954 277 0064

The above Parties

HAVE AGREED ON

Special conditions (hereinafter the “Special Conditions”) and the following Annexes:

**Annex I** Project proposal

**Annex II** Mandate Agreement provided to the coordinator

**Annex III** Detailed Budget of the Project

**Annex IV** Erasmus+ Programme Guide

**SPECIAL CONDITIONS**

**ARTICLE I.1 – SUBJECT OF THE AGREEMENT**

**I.1.1** The official name of the project is **“Under surveillance: Earth observation as a chance for the future of the environment”** Project Number **2023-1-CZ01-KA220-ADU-000160172** (hereinafter the “Project”), and both Parties undertake to use the above title.

**I.1.2** By singing this Agreement, the beneficiaries accept the grant and agree that they shall carry out the project at their own responsibility.

**ARTICLE I.2 – VALIDITY AND DURATION OF THE AGREEMENT**

**I.2.1** TheAgreement shall become valid on the date it is signed by the last Contracting Party.

**I.2.2** The project shall be implemented over the course of **24 months** from **1 October 2023** to **30 September 2025**, including these dates.

**ARTICLE I.3 – MAXIMUM AMOUNT OF THE GRANT AND FORM OF THE GRANT**

**I.3.1 The maximum amount of the awarded grant is 19530 EUR.**

**I.3.2** TheGrant shall be provided in the form of unit contributions and reimbursement of eligible actually-incurred costs in accordance with the following provisions:

 (a) the allocated budget specified in Annex III;

**I.3.3 Transfer of the Grant from Supervisory authority to Beneficiary**

Any payment received by the Supervisory authority from the Coordinator in connection with this contract shall be unconditionally transferred to the Beneficiary without delay.

**I.3.4 Transfers within the budget without the obligation to conclude an addendum to the Agreement**

(a) The grant beneficiaries are permitted to transfer as much as 20% of the funds between international project meetings (WP2) and payroll costs for the creation of intellectual outputs (WP3);

(b) any transfer within a budget may lead to increasing the amount allotted for the relevant budget category according to Annex III by at most 20%;

(c) the grant beneficiaries are permitted to transfer allotted funds from any budget category to costs for participants with specific needs, even if no funds were originally allotted to costs for participants with specific needs according to Annex III. In such a case, restricting increasing costs by at most 20% shall not apply;

**ARTICLE I.4 – REPORTING AND PAYMENT TERMS**

The following provisions apply for submitting reports and payments:

**I.4.1 First advance payment**

The purpose of advance payments is to provide initial funds to the grant beneficiaries. These funds shall remain the property of the National Agency (hereinafter the “NA”) until the balance payment.

Within 30 days after the Agreement comes into force, coordinator shall pay out the first advance payment to the beneficiary in the amount of 3906 EUR, which corresponds to 20% of the maximum grant amount set out in Article I.3.1.

**I.4.2 Interim reports and other advance payments**

By February 15, 2024 the beneficiary must have all timesheets delivered for the period from October 1, 2023 to January 31, 2024. Within 14 days after the given date, under condition that all delivered paperwork is correct, coordinator shall pay out the second advance payment to the beneficiary in the amount of 7812 EUR, which corresponds to 40% of the maximum grant amount set out in Article I.3.1.

By August 17, 2024 the beneficiary must have all timesheets delivered for the period from February 1, 2024 to July 31, 2024. Within 14 days after the given date, under condition that all delivered paperwork is correct, coordinator shall pay out the third advance payment to the beneficiary in the amount of 3906 EUR, which corresponds to 20% of the maximum grant amount set out in Article I.3.1.

**I.4.3 Final report and request for balance payment**

Within 30 days from the date of the end of the project specified in Article I.2.2, the coordinator must submit a final report on the implementation of the project and upload all of the outputs from the project (if it is relevant) to the Erasmus+ Project Results Platform in accordance with Article I.8.2 This report must contain the information necessary for justification of the requested grant contribution on the basis of unit contributions.

The final report shall be considered a request on the part of the coordinator for paying-out the balance payment of the grant.

The coordinator guarantees that the information specified in the request for the balance payment is complete, reliable and true. The coordinator also guarantees that incurred costs can be considered as eligible pursuant to this Agreement, and that the request for balance payment is substantiated by adequate supporting documents that can be assessed in the context of inspections or audits.

**I.4.4 Payment of balance payment**

The purpose of the one-time payment of the balance in the amount of 3906 EUR is to pay the remaining part of the eligible costs incurred by the grant beneficiary for the implementation of the project.

The payment shall be subject to approval of the request for balance payment and supporting documents. Approval of the final report does not imply recognition of regularity or authenticity, completeness and correctness of the declarations and information contained therein.

**I.4.5 Payments made by the coordinator to other beneficiaries**

The coordinator shall make all payments to the other beneficiaries via a bank transfer and shall retain adequate confirmation of the transfer of these amounts to the beneficiaries for the purposes of inspections and audits.

**I.4.6 Other beneficiary’s obligations**

- fulfillment of assigned tasks and submissions by the set deadlines

- sending of a filled-in timesheet (time period) on monthly basis

- take part in planned meetings and activities

- inform the coordinator of all important changes that are relevant for the project

- determine a sub-coordinator for communication in the receiving organization

- present the project with all of the requisites (European Union logo, project logo, project title, exact names of partner organizations, etc.)

**I.4.7 Costs associated with transfers of payments**

Costs associated with transfers of paymentsshall be paid as follows:

 The beneficiary shall pay the costs associated with a transfer of paymentsinvoiced by his or her bank.

**ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS**

All payments must be credited to the bank account of Supervisory authority as specified below:

Name of bank: PEKAO S.A.

Exact name of account owner: Urząd Marszałkowski Województwa Śląskiego

IBAN: PL 64 1240 6292 1111 0010 5063 2443

BIC/SWIFT: PKOPPLPW

**ARTICLE I.6 – PROTECTION AND SAFETY OF PARTICIPANTS**

Grant beneficiaries must have implemented effective procedures and measures for support, and for ensuring the safety and protection of the participants of their project.

Grant beneficiaries must ensure that the participants of international mobilities are adequately insured.

**ARTICLE I.7 – OTHER ARRANGEMENTS ON THE USE OF RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY)**

The coordinator and grant beneficiaries shall prepare educational outputs within the scope of the project. These outputs will be made available to the public free of charge on the basis of open licenses\*.

\*An open license is a method by which the owner of a work grants permission to everyone to use the source. The license is associated with individual sources. An open license does not represent the transfer of copyright or intellectual property rights (PDV).

**ARTICLE I.8 – USE OF IT TOOLS**

**I.8.1 Mobility Tool+/Mobility Database**

Through the on-line Mobility Tool+/Mobility Database tool, the coordinator shall be obliged to record all information relating to all of the carried out activities, including those for which an EU grant was not provided, prepare partial and interim reports (in accordance with Article I.4.2 and if the tool is available), and to prepare final reports.

The beneficiaries shall provide to the coordinator all of the necessary data for preparing partial, interim and final reports, and for the needs of the on-line Mobility Tool+/Mobility Database tool.

**I.8.2 Erasmus+ Project Results Platform**

The coordinator must upload the outputs to the Erasmus+ Project Results Platform (http://ec.europa.eu/programmes/erasmus-plus/projects/) according to the instructions specified on this website.

Uploading the project outputs to the Erasmus+ Project Results Platform by the deadline for submitting the final report is a condition for approval of the final report.

**ARTICLE I.9 – SPECIAL PROVISIONS ON FINANCIAL RESPONSIBILITY FOR THE RECOVERY OF AMOUNTS PAID**

The financial responsibility of each grant beneficiary is restricted by the amount received by the relevant beneficiary from the coordinator.

**ARTICLE I.10 – ADDITIONAL PROVISIONS ON VISIBILITY OF EU FUNDING**

A beneficiary must specify in all communication and promotional materials that he or she received support as part of the Erasmus+ programme. Instructions for beneficiaries and third parties are available at <http://eacea.ec.europa.eu/about-eacea/visual-identity_en>.

This Agreement is completed on two counterparts. The coordinator and the beneficiary shall each receive one counterpart.

SIGNATURES

On behalf of the beneficiary On behalf of the coordinator

Krzysztof Klimosz Mgr. Jiří Dušek, Ph.D.

Signature Signature

In …………..……… on ……………… In ……………..…… on ………………..

stamp: stamp:

Grzegorz Boski

Signature

In …………..……… on ………………

stamp:

Stefan Janta

Signature

In …………..……… on ………………

stamp: