



Erasmus+



Partnership Agreement

Grant Agreement Number: 2021-1-SI01-KA220-VET-000028108

Project Name: Arboriculture as an essential Technique for managing urban green areas - ArborTech

The present Partner's Agreement, hereinafter referred to as "the Agreement", is made and entered into by and between,

Biotehniški center Naklo

Address: Strahinj 99, 4202 Naklo, Slovenia

OID: E10070369

hereinafter referred to as the "Coordinator",

represented for the purposes of signature of the Agreement by Dr Marijan Pogačnik, Director, the legal representative as defined in the Grant Agreement 2021-1-SI01-KA220-VET-000028108

and the following Beneficiary:

Stredná odborná škola Pruské 294

Address: 018 52 Pruské 294, Slovakia

OID: E10202484

hereinafter referred to as the "Beneficiary", represented for the purposes of signature of this Agreement by their legal representative, according to the Mandate previously signed and attached to the Grant Agreement (here in Annex II).

Where a provision applies without distinction to the Coordinator and the Beneficiary, for the purpose of this Agreement they will be collectively referred to as "the Beneficiaries".

The Coordinator and Beneficiary hereby have agreed as follows:

Article 1

Subject of the Partnership Agreement

1.1 This Agreement defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ KA2 action "Arboriculture as an essential Technique for managing urban green areas - ArborTech" (hereinafter referred to as "the Project").

1.2 The Coordinator and the Beneficiary undertake to do everything in their power to carry out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement 2021-1-SI01-KA220-VET-000028108, concluded between the Coordinator and the National Agency CMEPIUS – Centre of the Republic of Slovenia for Mobility and European Educational and Training Programmes, (hereinafter referred to as the "National Agency"), related to the Project.

1.3 The subject matter of this Agreement and the related work programme are detailed in the annexes of the Grant Agreement. The respective Grant Agreement terms and conditions, related annexes and guidelines, shall form an integral part of the Agreement, and take precedence over it (see Article 21 of this Agreement for the list of annexes).

1.4 The Coordinator and the Beneficiary shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2 Duration

2.1 The Project starts on 1st December 2021 and ends on 31st May 2024.

2.2 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.3 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.4 The present Agreement will terminate at the moment of payment of the final balance of the eligible grant due, subject to any audit requests made by the National Agency and/or the European Commission up to 5 years from the payment of the balance.

Article 3 Obligations and responsibilities

3.1 General obligations and role of the Beneficiaries (including the Coordinator).

The Beneficiaries including the Coordinator:

- (a) are jointly responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement and approved application form, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) are jointly responsible for complying with any legal obligations incumbent on them jointly or individually;

- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to them.

3.2 Specific obligations and role of the Coordinator.

The Coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the Project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the Beneficiary and the National Agency, and inform the Beneficiary of any relevant communication exchanged with the National Agency;
- (c) inform the Beneficiary of any changes connected to the Project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the Project;
- (d) transfer funds to the Beneficiary without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the National Agency, as per the dispositions of Article I.4 of the Grant Agreement. The Coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the Beneficiary, as per the dispositions of Article I.4 of the Grant Agreement;
- (h) provide the Beneficiary with official documents related to the Project, such as the signed Grant Agreement and its annexes, the General Conditions for the Use of the Grant, the various reports templates and any other relevant document concerning the Project;
- (i) transmit to the Beneficiary copies of all reports submitted to the National Agency, as well as copies of any feedback letters received from the National Agency following report assessment and field monitoring visits.

3.3 Specific obligations and role of Beneficiary (excluding the Coordinator).

Beneficiary undertakes to:

- (a) ensure adequate communication with the Coordinator and with the other Beneficiaries;
- (b) support the Coordinator in fulfilling its tasks according to the Grant Agreement;
- (c) submit in due time to the Coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the Coordinator with any other information or documents it may require and which are necessary for the management of the Project;
- (e) notify the Coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the Coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;

- (g) be responsible for the sound financial management of the funds allocated to the Beneficiary;
- (h) prepare and submit the Beneficiary reports in timely manner to the Coordinator.

Article 4 **Financing the Project**

- 4.1 The maximum Erasmus+ grant contribution to the Project for the contractual period covered by the Grant Agreement amounts to EUR 291.172,00 EUR and shall take the form as stipulated in Annex II of the Grant Agreement.
- 4.2 The Erasmus+ grant contribution is awarded to the partnership under the form of:
- a *"unit contribution"* to the costs incurred for Staff costs, Travel costs and costs of Stay, Multiplier Events
 - a *"reimbursement of actual costs"* for Exceptional costs
- 4.3 Full details of the estimated budget breakdown per Beneficiary and budget category is given in Annex I of this Agreement.

Article 5 **Payment arrangements**

- 5.1 The Coordinator will transfer the part of the Erasmus+ grant contribution corresponding to Beneficiary using the bank account details of the Beneficiary given in the table stipulated in Annex III of this Agreement.

5.1.1 If the bank account of the Beneficiary changes, the new bank account details need to be communicated in a timely manner to the Coordinator by filling in the form which includes the details given above, signed by legal representative of the Beneficiary.

5.1.2 For the purpose of transferring the part of the Erasmus+ grant contribution, the Beneficiary will send Request for payment (using the Annex IV of this Agreement) to the Coordinator, duly signed by the legal representative of the Beneficiary, for each instalment defined/calculated by the Coordinator on the basis of the previously verified expenses (where applicable).

- 5.2 The transfer of the Erasmus+ grant contribution to Beneficiary will be implemented in accordance with the following timetable and procedure, respecting dynamics of the implementation of the project activities, provided that the Beneficiary fully implemented and documented project activities:

5.2.1 **First instalment of financing:** The Coordinator will transfer 40% of the Beneficiary's total Erasmus+ grant budget at the time of signature of the Agreement, provided that the Coordinator has received the first pre-financing payment from the National Agency.

5.2.2 **Second instalment financing:** The Coordinator will transfer 40% of the Beneficiary's total Erasmus+ grant budget in 30 days upon receipt of 2nd instalment from the NA for the submitted interim report, under conditions that the Coordinator has received and approved necessary proofs from the Beneficiary.

5.2.3 **Payment of the balance:** The final amount of the grant to be transferred to the Beneficiary by the Coordinator will be defined only once the total Erasmus+ grant has been confirmed by the National Agency after the end of the project and approval of the final report.

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 National Agency, on condition that the Beneficiary has provided the requested necessary proofs to the Coordinator within the foreseen deadline.

Necessary proofs to demonstrate expenditures are: proofs of expenditure/activity covering the amount already transferred including requested supporting documentation for the justification of costs incurred; proofs that the activities have been actually and properly implemented and/or that the expected output(s) have been produced; reports requested by the National Agency, as well as internal reports on implementation of the project.

5.2.4 For exceptional costs, the Beneficiary is required to provide all supporting documents at final report stage

5.3 Beneficiary is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the Beneficiary will be reimbursed to the Coordinator at the latest 30 days after the end of the project's contractual period.

5.4 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the National Agency at the end of the Project, the beneficiaries responsible for the expenditure declared ineligible will reimburse the corresponding amount to the Coordinator. If the actual eligible expenditure is lower than previously received instalments and parts of the funds have not been consumed until the end of the project, the Beneficiary will reimburse the corresponding amount to the Coordinator.

5.5 All payments shall be regarded as advances pending explicit approval by the National Agency of the Final report.

5.6 Any revenue generated by the Project and received by the Beneficiary shall be declared in the Final report. Any revenue shall be declared and communicated to the Coordinator.

5.7 The final payment 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 6

Reporting

6.1 The Beneficiary shall keep a record of any expenditure incurred under the Project and all proofs and related documents for five years after the National Agency's final payment.

6.2 All invoices shall report the name of the Project and its Project agreement number.

6.3 The Beneficiary shall provide the Coordinator with any information and document relating to the Project in the Beneficiary's possession 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.

6.4 The Beneficiary shall provide the Coordinator with any information and document relating to the Project in the Beneficiary's possession required for the preparation of the Final report and, where appropriate, with copies of all the necessary supporting documents in the Beneficiary's possession completed and signed by the legal representative.

- 6.5 Where invoices are presented in a language other than English you should provide a short description (1-2 lines) of the content of the invoice in English.
- 6.6 Where invoices are presented in a currency other than Euro the method and rate of calculation should be added on the invoice. The method and rate calculation shall follow the Article I.4.10 of Grant Agreement.
- 6.7 The Coordinator shall provide the Beneficiary with the appropriate forms for internal reporting.
- 6.8 The Beneficiary shall promptly inform the Coordinator of any delay in the performance of the activities undertaken by the Beneficiary under the Agreement.
- 6.9 Upon request, the Beneficiary shall make available any documentation on Project finance and activities required by the National Agency.
- 6.10 The Beneficiary shall provide without delay the Coordinator with any information that the latter may reasonably request from him concerning the carrying out of the work programme covered by this Agreement.
- 6.11 The Beneficiary shall make available to the Coordinator any document making it possible to check that the aforementioned Beneficiary's tasks is being or has been carried out.
- 6.12 The Coordinator is responsible for submitting in due time to the National Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the Beneficiary commits to provide the Coordinator with all necessary information and copies of supporting documents needed for drawing up reports, financial statements and any other documents required the Coordinator.
- 6.13 Within the Project three ways of reporting are foreseen:
- (a) The formal reporting by the Coordinator to National Agency including Interim and Final Reports;
 - (b) Internal reporting within the Consortium where all Beneficiaries inform the Coordinator about the technical progress on institutional implementation of the Project and partners' financial reports with declaration of expenses incurred accompanied with necessary supporting documents. The technical reports will be the base for preparation of Interim report (at half of the project implementation period) and Final Report (at the end of the project) that will be delivered to National Agency by the Coordinator. Verification of expenditures declared in Beneficiaries financial reports are linked to the transfer of the part of Erasmus+ grant to Beneficiaries from the Coordinator;
 - (c) Reporting on realised different events (info days, workshops, seminars, conference, meetings, trainings, etc.) by all Beneficiaries.
- 6.15 For internal reporting, the Beneficiary will submit timesheets and financial reports in the format provided by the Coordinator. Schedule of reporting will be defined in Administrative guidelines, provided by Coordinator.
- 6.16 The formal reporting schedule by the Coordinator to the National Agency is as follows:
- Interim Report to be submitted by the Coordinator to the National Agency by once at least 70% of the first pre-financing payment has been used to cover costs of the Project (see Article I.4.3. Grant Agreement) ;
 - Final Report to be submitted by the Coordinator to the National Agency within 60 days after the end date of the Project (30. 7. 2024).

6.17 In case the Beneficiary does not provide all reports with appropriate and accurate information therein, together with financial statements and copies of supporting documents within 10 working days from the given date, the Coordinator will inform the Beneficiary's project manager about this in written form, with the Beneficiary's legal representative in carbon copy (CC). Failure to provide all requested documents and information within 10 working days from the date of the Coordinator's notice will result in suspending further instalments of the Erasmus+ grant contribution to the Beneficiary. The Coordinator reserves the right to consult the National Agency if the activities declared by Beneficiary and/or delivered outputs are questionable.

6.18 The Beneficiary is fully responsible for the correct delivery of the declaration of the expenses and for appropriate application of the account system.

6.19 The Beneficiary shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for a period of 5 years after the payment of the final balance under the Grant Agreement. The Coordinator may reject any item which cannot be justified in accordance with the rules set out by the National Agency in the Grant Agreement and in the General Conditions for the Use of the Grant.

Article 7

Budgetary and financial management

7.1 The Erasmus+ grant contribution to the Project's staff costs, travel costs and costs of stay will be calculated on the basis of "unit contributions" whose individual amounts are specified in the Erasmus+ Programme Guide, in the Guidelines for the Use of the Grant.

7.2 For the implementation of the Project and the Beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the partnership will apply the unit costs amounts defined in Annex IV of Grant Agreement.

7.3 Exceptional costs are costs for sub-contracting and purchase of goods and services in so far as applied for by the Beneficiary and in so far as approved by the National Agency as specified in Annex I of this agreement. Exceptional costs will be reimbursed at 80%. Invoices of actual costs incurred, specifying the name and address of the body issuing the invoice, the amount and currency, and the date of the invoice, must be submitted at the final report stage (see Article I.2 part B of Annex III of Grant Agreement).

7.4 The beneficiaries may reallocate funds between different budget categories resulting in changes to the budget estimates and related activities set out in Annex II without requesting an amendment to the Agreement in accordance with Article II.13, provided that:

- the project is implemented in accordance with the approved project application and the general objectives described in Annex II,
- and allocations are complied with rules set in Article I.17 of the Grant Agreement

7.5 In case of organizing virtual activities due to COVID-19 circumstances, the beneficiaries are allowed to allocate up to 60 % of the funds in accordance with rules described in Annex VI of Grant Agreement

7.6 The Beneficiary confirms that it respects the social and labour legislation of their country regarding the costs of staff contributing to the project.

7.8 The Beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in project activities.

Article 8

General administrative provisions

8.1 Any important project related communication between the parties shall be done in writing and addressed to the appointed project manager of the Beneficiary, as per the details below:

For the Coordinator: Biotehniški center Naklo
Name: Martina Kramarič
Email: martina.kramaric@bc-naklo.si

For Beneficiary: Stredná odborná škola Pruské
Name: Ing. Katarína Svorčíková
Email: katarina.svorcikova@gmail.com

8.2 Any changes to the above information should be communicated in a timely manner.

Article 9

Promotion and visibility

9.1 The Coordinator and the Beneficiary shall ensure adequate promotion of the project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the project.

9.2 Any notice or publication by the project, including at a conference or a seminar, must specify that the project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.12. of the Grant Agreement and at <https://www.eacea.ec.europa.eu/about-eacea/visual-identity/visual-identity-programming-period-2021-2027>

Article 10

Confidentiality and data protection

10.1 The Coordinator and the Beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

10.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article I.6 of the Grant Agreement and General Data Protection Regulation (EU) 2016/679.

Article 11

Ownership and property rights

11.1 The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the Beneficiary, in compliance with Article I.8 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

Article 12

Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

Article 13

Conflict of interest

13.1 The Coordinator and Beneficiary must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

13.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the Coordinator without delay, and the Beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

Article 14

Working languages

14.1 The working language of the partnership shall be English.

14.2 Beneficiary commits in allocating to the Project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 15

Conflict resolution

15.1 In case of conflict between the Project partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 Disputes should be addressed in writing to the project Monitoring and Evaluation Committee (or a body consisting of representatives of all the Beneficiaries), that will try to mediate in order to resolve the conflict.

Article 16

Changes in the Project Partnership

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

- (a) The addition of a Project partner requires an explanatory letter from the Coordinator justifying the addition of a Beneficiary, endorsement from the new member (signed by the legal representative), acceptance letters from all other Beneficiaries (signed by the contact

persons) and a mandate signed between the Coordinator and the new co-Beneficiary. These will be forwarded by the Coordinator with the request;

- (b) The withdrawal of a Beneficiary requires an explanatory letter from the Coordinator justifying the withdrawal of a Beneficiary, an explanatory letter from the withdrawing Beneficiary explaining the reasons of their withdrawal from the Project. Where the minimum partnership requirements are no longer fulfilled the National Agency reserves the right to decide on the continuation of the grant agreement;
- (c) In case a Beneficiary withdraws from the Project or is debarred from it the remaining Beneficiaries will undertake a rapid and efficient solution to ensure the further proper Project implementation without any delay;
- (d) The enlargement of the partnership will under no circumstances lead to an increase of the grant awarded.

Article 17

Applicable law and jurisdiction

17.1 This Agreement is governed by the Slovenian national law, being the law of the Coordinator's country.

17.2 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by, and this Agreement is to be construed in accordance with Slovenian national law. The competent court determined in accordance with the applicable national law has sole jurisdiction to deal with any dispute (including any non-contractual claim or dispute) which has arisen or may arise out of, or in connection with, this Agreement.

17.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

17.4 If any provision in this Agreement should be wholly or partly ineffective, the Parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

17.5 This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

Article 18

Termination of the Agreement

18.1 In the event that the Beneficiary fails to perform any obligations under the present Agreement or the Grant Agreement, the Coordinator may terminate its participation in the project, upon formal written authorisation by the National Agency.

18.2 The Coordinator shall notify the Beneficiary in cause by registered letter. The Beneficiary has one month to supply all relevant information to appeal the decision.

Article 19
Force Majeure

19.1 If any Party face a case of *force majeure* (as per defined in Article II.15 of the General Conditions for Use of the Grant, Annex I of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

19.2 Neither of the Parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to *force majeure*. The parties shall take all necessary measures to minimise possible damage to successful project implementation.

Article 20
Amendments

20.1 Any amendments to this Agreement must be made in writing by means of a Supplementary Agreement, and become effective when signed by the authorised legal representatives of both parties. No oral agreement may bind the parties to this effect.

21.2 The amendment may not have the purpose or the effect of making changes which might call into question the dispositions of the Grant Agreement.

Article 21
Annexes

- Annex I – Budget/Expenditure/Co-financing breakdown per partner and budget category.
- Annex II – Copy of the Grant Agreement signed between the Coordinator and the National Agency, its annexes, and any existing amendment.
- Annex III – Individual Bank account of each Beneficiary organisation
- Annex IV – Request for Payment

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

For the Coordinator
Biotehniški center Naklo



For Beneficiary:
Stredná odborná škola Pruské 294

Ochrana osobných údajov

Ochrana osobných údajov

Signature and stamp
Done in Naklo

Date 9.3.2022

Signature and stamp
Done in

Date 14/02/2022

