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MC05X001ROVG

AG.Č. 0004/0/OLEG/17

CEZ 137/2017

PARTNERSHIP AGREEMENT

BETWEEN PARTNERS FOR THE IMPLEMENTATION OF THE PROJECT

SPORT4CITIZENS

Grant Agreement No.: 2016 - 3776

Under the ERASMUS+ Programme,

Support for Collaborative Partnerships in the Field of Sports

This agreement was made between the following partners on 1st January 2017 and enters into force on the date on which it is signed by all partners.

THE PARTNERSHIP

The partner organizations ("the partners" or "the beneficiaries"), as listed below, constitute the partnership established for the implementation of the project

THE LEAD PARTNER

A. MĚSTSKÁ ČÁST PRAHA 5

VAT No.: CZ00063631

Address: Nám. 14 října 4, 150 00 Praha 5, Czech Republic

Represented by: MUDr. Radek Klíma - Mayor

THE PARTNERS

B. BUDAPEST FŐVÁROS XI. KERÜLET ÚJBUDA ÖNKORMÁNYZATA

VAT No.: 15735746-2-43

Address: Bocskai út 39-41, 1113 Budapest, Hungary

Represented by: Dr. Tamás Hoffmann - Mayor

C. CITY OF TROGIR

VAT No.: 84400309496

Address: Trg Ivana Pavla II br. 1/II kat, 212 20 Trogir, Croatia

Represented by: Ante Stipčić - Mayor

D. MESTSKÁ ČASŤ BRATISLAVA - PETRŽALKA

VAT No.: 2020936643

Address: Kutlíkova 17, 852 12 Bratislava, Slovakia

Represented by: Vladimír Bajan – Mayor

E. MUNICIPALITY OF SAVSKI VENAC

VAT No.: 102759230

Address: Kneza Milosa 69, 11 000 Belgrade, Serbia

Represented by: Irena Vujović- Mayor

Article 1

The Project

- 1.1 The project is called "SPORT4CITIZENS" or hereafter simply referred to as "the project".
- 1.2 The project is settled on the ERASMUS+ Programme, Support for Collaborative Partnerships in the Field of Sports, hereinafter referred to as "the Programme", as approved by the Education, Audiovisual and Culture Executive Agency responsible for the management of the Programme, hereinafter referred to as "EACEA".
- 1.3 The project has a duration of 18 months, starting on 01/01/2017, and ending on 30/06/2018.

Article 2

Subject of the Partnership Agreement

- 2.1 By the present Partnership Agreement, the Lead Partner and the Project Partners shall define the rules of procedure for the work to be carried out and the relations that shall govern them in order to complete the aforementioned project.
- 2.2 The Partnership Agreement is a secondary document in that it must be read subject to the Grant Agreement N° 2016 -3776, its Annexes I – VIII and addendums as established between the EACEA and the Lead Partner. The content and terms of the Grant Agreement will override and shall take precedence over those set out in the Partnership Agreement.
- 2.3 It is not intended to create a formal legal partnership. This Partnership Agreement sets out the manner in which the Lead Partner and the Project Partners intend to co-operate to ensure the delivery of the project.

Article 3

Entry into Force and Duration of the Agreement

- 3.1 This Partnership Agreement shall take effect on the date on which it is signed by all partners. It shall end on the date when all the Partners (the Lead Partner and the Project Partners) have discharged in full their obligations toward the EACEA, the Grant Agreement and toward the completion of the present agreement.
- 3.2 The expenses incurred by the partners prior to the starting date of the project shall be deemed non-eligible.
- 3.3 The period in which the Project must be concluded may be altered with express written permission from the EACEA. Modifications apply to all partners.

Article 4

Maximum Amount and Form of the Grant

- 4.1 The total project budget awarded to the Project shall be of a maximum amount of € 57.207,00. Distribution of the estimated budget to the partners including direct and indirect costs (indirect costs are 7% of eligible direct costs):

- (A) MĚSTSKÁ ČÁST PRAHA 5 – € 19.714,56
- (B) BUDAPEST FŐVÁROS XI. KERÜLET ÚJBUDA ÖNKORMÁNYZATA – € 12.732,88
- (C) CITY OF TROGIR – € 8.324,52
- (D) MESTSKÁ ČASŤ BRATISLAVA – PETRŽALKA – € 8.153,32
- (E) MUNICIPALITY OF SAVSKI VENAC – € 8.281,72

The total maximum EU Grant is 80 %, i.e. € 45.765,60. Each partner shall co-finance 20% of his budget as set out in 4.1. The total amount paid by the EACEA may in no circumstances exceed the maximum amount. The EU grant per partner is:

- (A) MĚSTSKÁ ČÁST PRAHA 5 – € 15.771,67
 - (B) BUDAPEST FŐVÁROS XI. KERÜLET ÚJBUDA ÖNKORMÁNYZATA – € 10.186,30
 - (C) CITY OF TROGIR – € 6.659,61
 - (D) MESTSKÁ ČASŤ BRATISLAVA – PETRŽALKA – € 6.522,65
 - (E) MUNICIPALITY OF SAVSKI VENAC – € 6.625,37
- a. The distribution of costs between the partners as defined in 4.1 can be modified only with the approval of the lead partner and the partners affected by the budget change.
 - b. Partners shall convert costs incurred in currencies other than euro at the monthly accounting rate established by the European Commission for 12/2016 – month, when the pre-financing was executed to the Lead Partner.
 - c. The grant shall take the form of reimbursement of eligible costs actually incurred in accordance with the following provisions:
 - i. Eligible costs as specified in the Grant Agreement and the Annexes I-VIII of the Grant Agreement;
 - ii. Estimated budget as specified in Annex III of the Grant Agreement;
 - iii. Financial rules as specified in the Erasmus+ Programme's Guidance on Contractual Project Management¹.
- 4.2 The calculation of the final amount shall be determined according to the eligible costs of the Project approved by the EACEA for the corresponding categories of costs in the final balance payment by the EACEA;

Article 5 Reporting and Payment Arrangements

5.1 Pre-financing payments

The pre-financing is intended to provide the beneficiaries with a float. Pre-financing remains property of EACEA until the payment of the final balance. The EACEA paid the first pre-financing 70% of the maximum grant to the Lead Partner. The Lead Partner will transfer a first pre-financing of 70% received from the EACEA proportionately to each partner after the approval of this partnership agreement.

5.2 Project Partners agree on 3 internal reporting periods:

1. reporting period 01/01/2017 - 30/06/2017
2. reporting period 01/07/2017 - 31/12/2017

¹ https://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space/beneficiaries-space-sport-collaborative-partnerships-in-sport-field-and-not-for-profit-european_en

3. (final) reporting period 01/01/2018 - 30/06/2018.

5.3 Final report and request for payment of the balance

- a) Within 60 days after the end date of the Project, the Lead Partner shall complete a final report and submit it to the EACEA. This report must contain the information needed to justify the contribution requested in accordance with the Grant Agreement.
- b) The Project Partners shall send to the Lead Partner copies of all financial documents related to the project including proof of the salaries and taxes paid or to be paid to employees. The Project Partners shall certify that the information provided to complete the request for payment of the balance is full, reliable and true. They shall also certify that the costs incurred can be considered eligible in accordance with the Grant Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in the Grant Agreement.
- c) the Lead Partner shall pay to the Project Partners the amount due for each partner as the balance, in accordance with the total amounts approved by the EACEA in the final report, within 30 working days following the receipt of payment from the EACEA.

5.4 Suspension of the time limit for payments

- a) The EACEA may suspend the timings set for payment to the Lead Partner at any time by formally notifying it that its request for payment cannot be met, either because it does not comply with the provisions of the Grant Agreement, or because the appropriate supporting documents have not been produced, or because there is doubt about the eligibility of the costs declared in the financial statement. In such case, the Lead Partner has no obligation to respect the timings specified in Article 5.2. in subparagraph 5.3 c). The Lead Partner shall notify the Project Partners as soon as possible of any such suspension together with the reasons thereof. The suspension of payments due to any acts or deliberations of the EACEA shall take effect on the date when the notification is sent by the EACEA to the Lead Partner. The Lead Partner will notify the Project Partners of such deliberation from the EACEA.
- b) The Lead Partner may suspend the timings set for payments to the Project Partners at any time by formally notifying the Project Partners that its request for payment cannot be met, as defined in art. 5.5 of the Partnership Agreement. In such case, the Lead Partner has no obligation to respect the timings specified in Article 5.3.

5.5 Suspension of payments

5.5.1 In accordance with the acts and deliberations of the EACEA or in respect for the implementation of the Grant Agreement, the Lead Partner may, at any time, during the implementation of the Partnership Agreement, suspend the pre-financing payments or payment of the balance to Project Partners:

- a) If the Lead Partner has evidence that the Project Partners have committed substantial errors, irregularities or fraud in the implementation of the grant, or if the Project Partners fail to comply with its obligations under the Partnership Agreement;

- b) If the Lead Partner has evidence that the Project Partners have committed systemic or recurrent errors, irregularities, fraud or breach of obligations, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant; or
- c) If the Lead Partner suspects substantial errors, irregularities, fraud or breach of obligations committed by the Project Partners in the implementation of the Partnership Agreement and needs to verify whether they have actually occurred.

5.5.2 Before suspending payments, the Lead Partner shall formally notify the Project Partners of its intention to suspend payments, specifying the reasons thereof and, in the cases referred to in points (a) and (b) the necessary conditions for resuming payments. The Project Partners shall be invited to make any observations within 15 calendar days from receipt of this notification.

5.5.3 If, after examination of the observations submitted by the Project Partners, the Lead Partner decides to stop the procedure of payment suspension, the Lead Partner shall formally notify the Project Partner thereof.

5.5.4 If no observations have been submitted or if, despite the observations submitted by the Project Partners, the Lead Partner decides to pursue the procedure of payment suspension, it may suspend payments by formally notifying the Project Partner, specifying the reasons for the suspension and, in the cases referred to in points a), the definitive conditions for resuming payments or, in the case referred to in point b) and c) the indicative date of completion of the necessary verification.

5.5.5 The suspension of payments due to any acts or deliberations of the EACEA shall take effect on the date when the notification is sent by the EACEA to the Lead Partner. The Lead Partner will notify the Project Partners of such deliberation from the EACEA.

5.5.6 In order to resume payments, the Project Partners shall endeavour to meet the notified conditions as soon as possible and shall inform the Lead Partner of any progress made in this respect.

5.5.7 In accordance with the acts and deliberations of the EACEA or in respect for the implementation of the Grant Agreement, the Lead Partner shall, as soon as it considers that the conditions for resuming payments have been met or the necessary verification has been carried out (including on-the-spot checks by the EACEA), formally notify the Project Partners thereof.

5.6 Currency for payments

Payments by the Lead Partner shall be made in euro.

5.7 Date of payment

Payments by the Lead Partner shall be deemed to be effected on the date when they are debited to the Lead Partner's account unless the national law provides otherwise.

5.8 Costs of payment transfers

Costs of the payment transfers shall be borne in the following way:

- a) Costs of transfer charged by the bank of the Lead Partner shall be borne by the Lead Partner;

- b) Costs of transfer charged by the bank of a Project Partner shall be borne by the Project Partner.

Article 6

Bank Account for Payments

All payments shall be made to the Project Partners bank accounts, in euro, according to the data provided by the Project Partners to the Lead Partner by sending to this last the Financial Identification form filled, which include at least the following information: Name of the bank; Address of branch; Precise denomination of the account holder; IBAN; BIC/SWIFT code.

Article 7

General Obligations and Roles of the Partners

7.1 General obligations and role of the Partners (as a whole)

The Partners shall:

- a) Be jointly and severally responsible for carrying out the Project in accordance with the terms and conditions of the Grant Agreement and of the Partnership Agreement. In case one of the Partners fails to execute its part in the action, the others are jointly and severally responsible for the execution of such part (without any prejudice of the maximum grant amount approved for the project);
- b) Be responsible for complying with any legal obligations incumbent on them jointly or individually;
- c) Make appropriate internal arrangements for the proper implementation of the Project, consistent with the provisions of the Grant Agreement, such as the present Partnership Agreement and any other arrangements that may be decided and agreed by all in the persecution of the Project objectives;
- d) Retain at all times for audit purposes all files, documents and data about the part of the project for which it is responsible in a safe and orderly manner for a minimum of 5 years starting from the date of payment of the balance by the EACEA.

7.2 General obligations and role of each Project Partner

Each Project Partner shall:

- a) Inform the Lead Partner immediately of any change likely to affect or delay the implementation of the Project of which the Project Partner is aware;
- b) Inform the Lead Partner immediately of any change in its legal, financial, technical, or ownership situation and of any change in its name, address or legal representative;
- c) Submit in due time to the Lead Partner:
 - i. The data needed to draw up any documents provided for in the Grant Agreement and or in the Partnership Agreement;
 - ii. All the necessary documents in the event of audits, checks, evaluation and monitoring in accordance with the Grant Agreement;

- iii. Any other information to be provided to the EACEA according to the Grant Agreement, except where the Grant Agreement requires that such information is submitted directly by the Project Partner to the EACEA.
- iv. Copies of its financial documents required by the EACEA for reporting for activities and expenses in 3 reporting periods:
 - a) by 31/08/2017 for the reporting period 01/01/2017 - 30/06/2017
 - b) by 28/02/2018 for the reporting period 01/07/2017 - 31/12/2017
 - c) as soon as possible, but the latest by 10/08/2018 for the final reporting period 01/01/2018 - 30/06/2018.
- d) Ask the Lead Partner for a permission to transfer between budget categories and ask for a permission for budget changes before these changes take place.
- e) Agree to take all necessary steps enabling the Lead Partner to comply with its responsibilities as set out in the Partnership Agreement;
- f) Agree that materials produced under the scope of the project will be made available for public, in digital form, freely accessible through the Internet under open license. Project partners agree with the right of the European Commission to use the project results, as set out in art. 1.7 of the Grant Agreement;
- g) Develop or implement any other tasks agreed with the Partners.

7.3 General obligations and role of the Lead Partner

The Lead Partner shall:

- a) Monitor that the Project is implemented in accordance with the Grant Agreement;
- b) Fill in and update periodically the Participant Portal and Erasmus+ Project Results Platform;
- c) Be the intermediary for all communications between the Project Partners and the EACEA, except where provided otherwise in the Agreement, and, in particular, the Lead Partner shall:
 - i. Immediately provide the EACEA with the information related to any change in the name, address, legal representative as well as in the legal, financial, technical, or ownership situation of any of the Partners, or to any event likely to affect or delay the implementation of the Project, of which the Lead Partner is aware;
 - ii. Bear responsibility for supplying all documents and information to the EACEA which may be required under the Grant Agreement, except where provided otherwise in the Grant Agreement; where information is required from the Project Partners, the Lead Partner shall bear responsibility for obtaining and verifying this information before passing it on to the EACEA;
- d) Establish the requests for payment in accordance with the Grant Agreement;
- e) Shall make all payments to the Project Partners in accordance with the Articles 5 and 6 of this Partnership Agreement and keep appropriate evidence of the amounts transferred to each for any checks and audits as referred to in Grant Agreement;
- f) Bear responsibility for providing to the EACEA all the necessary documents in the event of checks and audits initiated before the payment of the balance, and in the event of evaluation in accordance with the Grant Agreement;

- g) The Lead Partner shall not subcontract any part of its tasks to the Project Partners or to any other party;
- h) Create and maintain a project website at least during the project lifetime;
- i) Develop or implement any other tasks agreed with the Project Partners.

7.4 Form and means of communications

- a) Any communication relating to the Project or to its implementation shall be made in writing (in paper or electronic form) or during the foreseen Skype conferences;
- b) Formal notifications shall be made by registered mail with return receipt or equivalent.

Article 8 Confidentiality

8.1 The Lead Partner and the Project Partners shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Partnership Agreement and of the Grant Agreement and which are explicitly indicated in writing as confidential.

8.2 Lead Partner and the Project Partners shall not use confidential information and documents for any reason other than fulfilling its obligations under the Partnership Agreement and Grant Agreement, unless otherwise agreed with the remaining partners in writing.

Article 9 Visibility of Union Funding

9.1 Information on Union funding and use of European Union emblem

Unless the EACEA requests or agrees otherwise, any communication or publication related to the project, made by the beneficiaries jointly or individually, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), shall visibly indicate "with the support of the Erasmus+ Programme of the European Union" as well as graphic logos according to art. 1.10.3 of the Grant Agreement.

When displayed in association with another logo, the European Union emblem must have appropriate prominence.

9.2 Disclaimers excluding EACEA and Commission responsibility

Any communication or publication related to the action, made by the Project Partners in any form and using any means, shall indicate that it reflects only the author's view and that the EACEA and the Commission are not responsible for any use that may be made of the information it contains.

Article 10 Award of Contracts Necessary for the Implementation of the Project

10.1 Where the implementation of the project requires the procurement of goods, works, or services, the Project Partners must obtain competitive tenders from potential contractors or at least archive printscreens of online price-list from potential contractors. Project Partners shall award the contract to the bid offering best value for money, observing the principles of transparency and equal treatment of potential contractors and taking care to avoid conflicts of interest.

Article 11

Amendments to the Partnership Agreement

11.1 The partnership Agreement is signed in 5 copies. Each partner receives 1 original document.

11.2 Any modification to the present Partnership Agreement shall form the subject of a written amendment to this contract, which all Project Partners have to sign.

11.3 Any request for amendment by the Project Partners shall be duly justified and shall be sent to the Lead Partner in due time before it is due to take effect.

11.4 Amendments shall enter into force on the date, when the last party signs.

Article 12

Checks and Audits

12.1 Technical and financial checks or audits

The Project Partners shall grant the EACEA, the Commission as well as any person or body mandated by them a full right of access to all documents concerning the implementation of the Project, its results and the use of the grant in accordance with the terms and conditions of the Grant Agreement. The beneficiaries shall grant them also access to the sites and premises where the Project is or was carried out. This right of access shall be granted a minimum of 5 years starting from the date of payment of the balance by the EACEA, unless a longer duration is required by the national law.

12.2 Duty to Keep Documents

The Project Partners shall keep all original documents, especially accounting and tax records, stored on any appropriate way, including digitalized originals and under the conditions laid down therein, for 5 years starting from the date of payment of the balance by the EACEA, unless a longer duration is required by the national law.

The period set out in the first subparagraph shall be longer if there are on-going audits, appeals, litigation, or pursuit of claims concerning the grant. In such cases, the Project Partners shall keep the documents until such audits, appeals, litigation, or pursuit of claims are closed.

Article 13

Applicable Law

13.1 In accordance with the provisions of the Grant Agreement, and in the same terms the Partnership Agreement is governed by the applicable National law, and complementarily by the relevant EU law.

SIGNATURES

AS WITNESS:

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Authorised to sign on behalf of MĚSTSKÁ ČÁST PRAHA 5

Signature..... Stamp

Name: MUDr. Radek Klíma

Title: Mayor

Date 18 -04- 2017

Authorised to sign on behalf of BUDAPEST FŐVÁROS XI. KERÜLET ÚJBUDA
ÖNKORMÁNYZATA

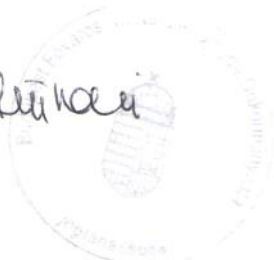
Signature

Name: Dr. Tar

Title: Mayor

Date





SIGNATURES

AS WITNESS:

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Authorised to sign on behalf of MĚSTSKÁ ČÁST PRAHA 5

Signature..... Stamp

Name: MUDr. Radek Klíma

Title: Mayor

Date 18 -04- 2017

Authorised to sign on behalf of CITY OF TROGIR

Signature

Name: Ar

Title: Ma

Date 15.03.2017.
Klasa: 910-01/16-01/10
Urbroj: 2184/01-01/01-17-25

SIGNATURES

AS WITNESS:

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Authorised to sign on behalf of MĚSTSKÁ ČÁST PRAHA 5

Signature.....

Name: MUDr. Radek Klíma

Title: Mayor

Date 18 -04- 2017

Authorised to sign on behalf of ~~MĚSTSKÁ ČÁST BRATISLAVA~~ - PETRŽALKA

Signature

Name: Vladin

Title: Mayor

Date

20.03. 2017



SIGNATURES

AS WITNESS:

The Parties have caused this Partnership Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Authorised to sign on behalf of MĚSTSKÁ ČÁST PRAHA 5

Signature..... Stamp

Name: MUDr. Radek Klíma

Title: Mayor

Date 18 -04- 2017

Authorised to sign on behalf of MUNICIPALITY OF SAVSKI VENAC

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Date

