



Erasmus+

PARTNERSHIP AGREEMENT

for the **IMPLEMENTATION** of the

**Improving the Quality of Physical Education in Kindergarten to Prevent  
Postural Defects in Children - (POSE)**

**project funded under the ERASMUS<sup>+1</sup> Programme, Key Action 2:  
Partnerships for Cooperation**

**AGREEMENT NUMBER – 2021-1-PL01-KA220-SCH-000049203**

*Special Conditions*

This agreement, is concluded between the following parties:

on the one part,

**Klett Polska sp. z o.o.**  
ul. Polska 114  
60-401 Poznan  
Poland  
Registration No: 0000175262  
VAT: PL7790000273  
OID: E10269720

hereafter named "**the COORDINATOR**", represented for the purposes of signature of this Agreement by Michał Kulesza, Managing Director

**AND** on the other part,

**TRNAVSKA UNIVERZITA V TRNAVE (TU)**  
Hornopotočná 23  
918 43 Trnava  
Slovakia  
Registration No: 31825249  
VAT: SK2021177202  
OID: E10185168

referred to as "**the PARTNER**", represented for the purposes of signature of this Agreement by Prof., PhD. René Bílik, Rector

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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:**

to the **Special Conditions** (hereinafter referred to as “the Special Conditions”) and the following Annexes:

Annex I      General Conditions

Annex II      Partner’s estimated budget, description of tasks and calendar of activities

Annex III     Financial and contractual rules

Annex IV     List of partner organisations



## ARTICLE I – SUBJECT MATTER OF THE AGREEMENT

**I.1** The Polish Erasmus+ National Agency – Fundacja Rozwoju Systemu Edukacji (FRSE) (hereinafter referred to as “the NA”) has awarded a grant, under the terms and conditions set out in a grant agreement signed with **Klett Polska sp. z o.o.** for the Project entitled **Improving the Quality of Physical Education in Kindergarten to Prevent Postural Defects in Children - (POSE)** (“the PROJECT”) under the Erasmus+ Programme, Key Action 2: Partnerships for Cooperation in the field of School Education.

**I.2** With the signature of the present Partnership Agreement, the Partner Organisation **accept their share of the project grant awarded** to Klett Polska sp. z o.o. by the NA and agree to implement their part of the PROJECT, acting on their own responsibility.

## ARTICLE II – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF PROJECT ACTIVITIES

**II.1** The Partnership Agreement enters into force on the date on which the last party signs.

**II.2** The project duration is for **36 months**. It starts on **01/03/2022** and ends on **28/02/2025** both inclusive.

## ARTICLE III - MAXIMUM AMOUNT AND FORM OF THE PROJECT GRANT SHARE

### **III.1 Maximum amount of the project grant share**

The total value of the grant share is a maximum amount of **52 388,00 EUR** (*fifty-two thousand three hundred and eighty-eight euro*) and takes the form of unit costs and lump sums of eligible costs actually incurred in accordance with the following provisions:

- (a) eligible costs as specified in Annex I;
- (b) estimated budget as specified in Annex II;
- (c) financial rules as specified in Annex III.

### **III.2 Budget headings allocated**

The funding allocated to the PARTNER for their participation in the PROJECT is distributed into budget headings as follows:

- **Project Management and Implementation;**
- **Transnational Project Meetings;**
- **Project Results;**
- **Multiplier Events.**



### III.3 Budget transfers

The PARTNER is not allowed to make any transfer of funds from one budget heading to another. All budget-related issues shall be consulted and agreed formally by the COORDINATOR.

## ARTICLE IV – REPORTING AND PAYMENT ARRANGEMENTS

The following reporting and payment provisions shall apply:

### IV.1 First pre-financing payment

The pre-financing is intended to provide the PARTNER with a float.

The COORDINATOR shall pay to the PARTNER within a first pre-financing payment of **15 716,00 EUR** corresponding to **30%** of the maximum estimated grant share for the PARTNER, specified in article III.1. – on the following terms and dates:

- a) the amount of 6.716 EUR will be paid to the PARTNER within 15 days following the entry into force of the Partnership Agreement,
- b) the amount of 4.500 EUR will be paid to the PARTNER within 60 days following the entry into force of the Partnership Agreement,
- c) the amount of 4.500 EUR will be paid to the PARTNER within 120 days following the entry into force of the Partnership Agreement,

In any case, the first pre-financing payment, or any of its parts will be made after the COORDINATOR receives the funds from the NA for such payment for the PARTNER in accordance with this Article and the rules of the PROJECT.

### IV.2 Second pre-financing payment

**IV.2.1** By **30/12/2022** the COORDINATOR must complete and submit an **INTERIM REPORT** to the NA on the implementation of the PROJECT, covering the reporting period from the beginning of the implementation of the PROJECT, as specified in Article II.2, to 30/11/2022. The approval of the interim report by the NA is a prerequisite for a second payment to be made by the NA to the COORDINATOR.

By **30/11/2022** the PARTNER shall provide the COORDINATOR with all the information and documents (1<sup>st</sup> Progress Report) required for the successful submission of the interim report to the NA.

In so far as the interim report is approved by the NA and demonstrates that the PROJECT has used at least 70% of the total amount of the first pre-financing payment to the COORDINATOR, the interim report is considered as a request for a second pre-financing payment to the PROJECT.

**IV.2.2** The COORDINATOR shall pay to the PARTNER , not sooner than the interim report is approved by the NA a second pre-financing payment of **15 716,00 EUR** corresponding to **30%** of the maximum estimated grant share for the partner, specified in article III.1. – on the following terms and dates:

- a) the amount of 6.716 EUR will be paid to the PARTNER within 15 days following a second payment being made by the NA, *2.6.2023*
- b) the amount of 4.500 EUR will be paid to the PARTNER within 90 days following a second payment being made by the NA, *11.9.2023*
- c) the amount of 4.500 EUR will be paid to the PARTNER within 180 days following a second payment being made by the NA, *12.12.23*

In any case, the second pre-financing payment, or any of its parts will be made after the COORDINATOR receives the funds from the NA for such payment for the PARTNER in accordance with this Article and the rules of the PROJECT.

### **IV.3 Third pre-financing payment**

**IV.3.1** By **30/12/2023** the COORDINATOR must complete and submit an **INTERIM REPORT** to the NA on the implementation of the PROJECT, covering the reporting period from the beginning of the implementation of the PROJECT, as specified in Article II.2, to 30/11/2023. The approval of the interim report by the NA is a prerequisite for a third payment to be made by the NA to the COORDINATOR.

By **30/11/2023** the PARTNER shall provide the COORDINATOR with all the information and documents (3<sup>rd</sup> Progress Report) required for the successful submission of the interim report to the NA.

In so far as the interim report is approved by the NA and demonstrates that the PROJECT has used at least 70% of the total amount of the first pre-financing payment to the COORDINATOR, the interim report is considered as a request for a second pre-financing payment to the PROJECT.

**IV.3.2** The COORDINATOR shall pay to the PARTNER , not sooner than the interim report is approved by the NA , a third pre-financing payment of **10 478,00 EUR** corresponding to **20%** of the maximum estimated grant share for the partner, specified in article III.1. – on the following terms and dates:

- a) the amount of 5.478 EUR will be paid to the PARTNER within 15 days following a third payment being made by the NA, *27.5.24*
- b) the amount of 5.000 EUR will be paid to the PARTNER within 90 days following a third payment being made by the NA, *28.11.24*

In any case, the third pre-financing payment, or any of its parts will be made after the COORDINATOR receives the funds from the NA for such payment for the PARTNER in accordance with this Article and the rules of the PROJECT.

#### **IV.4 Other Progress Reports**

**IV.4.1** By the **dates specified in Annex II** the PARTNER must complete **PROGRESS REPORTS** on the implementation of their part of the Project on a set template designed and provided by the COORDINATOR, covering the corresponding reporting periods.

**IV.4.2** In case the PARTNER fails to complete and submit a progress report, or if the report shows that certain activities and/or results have not been completed by the PARTNER as per the agreed in Annex 2 budget, task description and calendar, or have been completed NOT in line with the general conditions (outlined in Annex I) and/or the financial rules of the programme (specified in Annex III), the **COORDINATOR has the right to request back (partially or in full, depending of the specific case) a pre-financing payment or withhold the next pre-financing payment and/or payment of the balance.**

**IV.4.3.** The PARTNER acknowledges and confirms that the implementation of the PROJECT and the payment of the grant share depends as much on his activities as on the activities of Other Partners with whom the COORDINATOR concluded agreements for the implementation of the PROJECT.

Due to the above, the COORDINATOR is entitled, at any time, to suspend the PARTNER's further works covered by this agreement. If the COORDINATOR determines that there is a risk that the PROJECT will not be implemented with the participation of the PARTNER or that the grant share will not be paid, the COORDINATOR may terminate this agreement with immediate effect.

**IV4.4** In the circumstances indicated in the above Article (suspension of works, or termination of the Agreement), the PARTNER will be entitled to receive the part of grant share, corresponding to the scope of works, he has already performed. The COORDINATOR shall not be liable to Partner for any other payments, in particular the PARTNER shall not be entitled to claim the remainder of the grant share, indicated in Article III.1.

#### **IV.5 Final report and payment of the balance**

**IV.5.1** Within 60 days after the end date of the Project specified in Article II.2, the COORDINATOR must complete a **FINAL REPORT** on the implementation of the PROJECT, and upload all project results in the Erasmus+ Project Results Platform. The report must contain the information needed to justify the whole

project grant, as well as the final payment requested on the basis of the eligible costs actually incurred.

**IV.5.2** By **28/02/2025** at the latest, the PARTNER must provide the COORDINATOR with all the information and documents required for the successful submission of the final report to the NA.

**IV.5.3** The PARTNER must certify that the information provided with regard to implementing Project activities is full, reliable and true. It must also certify that the costs incurred and/or generated can be considered eligible in accordance with the Partnership Agreement and that the requests for payments are substantiated by adequate supporting documents that can be produced also in the context of checks or audits described in Annex I.

**IV.5.4** The payment of the balance reimburses or covers the remaining part of the eligible costs incurred by the PARTNER for implementing their part of the PROJECT.

**It could be made only if and after the NA has approved and paid the balance payment to the COORDINATOR.**

**IV.5.5** The amount due as the balance is depending on:

- the final grant amount as determined by the NA after checking the final project report;
- the final amount of the PARTNER's grant share as determined by the COORDINATOR on the basis of the completed and submitted progress reports;
- the total amount of pre-financing payments made.

**IV.5.6** If the total amount of earlier pre-financing payments is greater than the final amount of the PARTNER's Grant Share, as determined by the NA and/or the COORDINATOR, the payment of the balance takes the form of a recovery to be paid by the PARTNER to the COORDINATOR, who will then reimburse the NA or cover the costs incurred for completing the tasks that the PARTNER failed to implement as agreed.

**IV.5.7** If the total amount of earlier pre-financing payments is lower than the final amount of the PARTNER's Grant Share, as determined by the NA and/or the COORDINATOR, the COORDINATOR must pay the balance *within 15 calendar days from when the NA pays the COORDINATOR the balance payment for the whole project.*

#### **IV.6 Other payment arrangements**

The COORDINATOR must make all payments to the PARTNER by bank transfer.

#### **IV.7 Currency for reporting and conversion into euro**



All costs incurred by the PARTNER must be reported in euros.

A PARTNER with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the Official Journal of the European Union, determined over the corresponding reporting period available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>

If no daily euro exchange rate is published in the Official Journal of the European Union for the currency in question, conversion must be made at the average of the monthly accounting rates established by the Commission and published on its website [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm), determined over the corresponding reporting period.

**IV.8 Language of reports**

The PARTNER must submit all reports in English, unless formally agreed otherwise by the COORDINATOR.

**IV.9 Costs of payment transfers**

Costs of the payment transfers are borne as follows:

- (a) the COORDINATOR bears the costs of transfer charged by its bank;
- (b) the PARTNER bears the costs of transfer charged by its bank.

**ARTICLE V – BANK ACCOUNT FOR PAYMENTS**

All payments must be made to the Partner Organisation’s bank account as indicated below:

Name of bank: ..... *Stalna pokladnica* .....

Address of branch: ..... *Račlinskeho 32, 810 05 Bratislava* .....

Precise name of the account holder: ..... *Trnavská univerzita v Trnave* .....

IBAN: [REDACTED]

BIC (SWIFT): ..... *SPSRSKBA* .....

**ARTICLE VI - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES**

**VI.1 Data controller**

The entity acting as a data controller shall be: **Klett Polska sp. z o.o.**

**VI.2 Communication details of the coordinator**

Any communication addressed to the COORDINATOR shall be sent by the PARTNER to the following address:

Klett Polska sp. z o.o.

Polska 114

60-401 Poznan

Poland

Email address: [m.kulesza@klett.pl](mailto:m.kulesza@klett.pl)

## **ARTICLE VII - APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

**VII.1** The Agreement is governed by the Polish National Law.

**VII.2** The competent court determined in accordance with the applicable National law shall have sole jurisdiction to hear any dispute between the COORDINATOR and any PARTNER concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

## **ARTICLE VIII – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

If the PARTNER produces educational materials under the scope of the Project, such materials shall be made available to the COORDINATOR - free of any additional charge, and to the general audience - under open licenses<sup>2</sup>.

## **ARTICLE IX – ADDITIONAL PROVISIONS ON SUBCONTRACTING**

The PARTNER shall not subcontract any activities funded from their allocated budget, as defined in Annex II, to anyone, who is not employed by the organisation itself, or to another legal entity through service contract.

## **ARTICLE X – SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES TO NA OR FOR ANY DAMAGES CAUSED TO COORDINATOR**

**X.1.** Subject to the following Article X.2 in case the PARTNER should be liable directly to NA for recovery of any payments he obtained, under this agreement, the financial responsibility of the PARTNER directly to NA shall be limited to the amount allocated (estimated budget), as specified in Annex II.

**X.2.** The PARTNER is fully liable to the COORDINATOR for the damage caused to the COORDINATOR by his action or omission. In particular the PARTNER is liable to reimburse the

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<sup>2</sup> Free license – a tool, which the owner of the work/products uses to provide consent to others, wishing to use this/these work/products. The license is assigned to each product. There are different types of open licenses, according to the extent of the granted authorizations or restrictions. The Coordinator is free to choose a particular license that will be used for the products produced under the given project. The open license must be assigned to each product. An open license does not transfer to potential users the copyright or the intellectual property rights (Intellectual Property Rights - IPR).



COORDINATOR for any costs incurred by the COORDINATOR to any of the Other Partners, and not indemnified by the NA.

X.3 the PARTNER declares and guarantees that in the event of any claims made by third parties against the COORDINATOR (included but not limited to claims made by NA or any of the Other Partners), caused by the PARTNER's actions or omissions, the PARTNER shall indemnify the COORDINATOR from any liability for such claims, and will be fully liable to the COORDINATOR for any damage suffered by the COORDINATOR. In order to fulfill the above obligation, the PARTNER undertakes, inter alia, that on the day of receiving from the COORDINATOR the information on the initiation of an action against the COORDINATOR or initiation of proceedings against the COORDINATOR before any court or authority, it will release the COORDINATOR from liability by assuming such an obligation and replacing the COORDINATOR in such proceedings or commence such proceedings in accordance with applicable regulations. Notwithstanding the foregoing, the PARTNER will reimburse the COORDINATOR all expenses and costs incurred by the COORDINATOR in connection with such proceedings.

#### **ARTICLE XI – ANY ADDITIONAL PROVISIONS REQUIRED BY THE NATIONAL LAW**

The PARTNER shall carry out their duties under this Partnership Agreement to respect national and international laws and other legal norms applicable.

#### **ARTICLE XII – ADDITIONAL PROVISION ON REPORTING ON COMPLIANCE WITH DATA PROTECTION OBLIGATIONS**

If required by the NA, the PARTNER shall report on the measures put in place for ensuring compliance of its data processing operations with the Regulation 2018/1725, in line with the obligations established in the Article II.7 at least on the following topics: security of processing, confidentiality of the processing, assistance to the data controller, data retention, contribution to audits, including inspections, establishment of personal data records of all categories of processing activities carried out on behalf of the controller.

#### **ARTICLE XIII – PROTECTION AND SAFETY OF PARTICIPANTS**

Prior to any participation of minors in the PROJECT, the PARTNER must ensure full respect of applicable regulation on protection and safety of minors as defined by the applicable legislation in the sending and hosting countries, including but not limited to: parental or guardian consent, insurance arrangements, and age limits.

The terms set out in the Special Conditions shall take precedence over those set out in the Annex I - General Conditions.

The terms set out in the Special Conditions and in Annex I shall take precedence over those set out in Annexes II, III, and IV.

The terms set in Annex III shall take precedence over those set out in Annexes II and IV.



**For the PARTNER**

*prof. René Bihé, Hector*  
.....  
(Name and position)

Signature: .....



Done at: .....

Date: *12/07/2022*  
.....

**For the COORDINATOR**

.....  
(Name and position)

Signature: .....

Done at: .....

Date: .....