

16/2022

supported by

- Visegrad Fund

Partnership Agreement

between

Publiczną Szkołą Podstawową Nr 14 Integracyjną im. Jana Pawła II

ul. Wierzbicka 81/83 26-600 Radom, Polska

NIP 9482110305

Organ prowadzący: Gmina Miasta Radomia (NIP 7962817529)

Represented by

Jana Rychlickiego

hereinafter referred to as the "Project Promoter"

and

Špeciálna základná škola Spišská Belá

Zimná 419, 059 01 Spišská Belá, Slovensko

Represented by

Renata Smoronova

hereinafter referred to as the "Project Partner"

hereinafter referred to individually as a "Party" and collectively as the "Parties"

**for the implementation of the Project V4 Generation Mobility Mini-Grant
No.12210044**

Financial Resources from the International Visegrad Fund's

IT IS AGREED AS FOLLOWS:

Article 1 – Scope and objectives

1. This Partnership Agreement (hereinafter referred to as the “Agreement”) defines the rights and obligations of the Parties and their cooperation in the implementation of the Project as described and defined in Annex 1
2. The Parties shall act in accordance with the legal framework of the Provision of Financial Resources from the International Visegrad Fund’s,

Article 2 – Entry into force and duration

1. This Agreement shall enter into force on the date of the last signature by the Parties. It shall remain in force until the Project Partner has discharged in full its obligations towards the Project Promoter as defined in this Agreement and Project proposal no. ID 12210044

Article 3 – Main roles and responsibilities of the Parties

1. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this Agreement.
2. The Parties shall carry out their respective obligations with efficiency, transparency and diligence. They shall keep each other informed about all matters of importance to the overall cooperation and the implementation of the activities to be performed. They shall act in good faith in all matters and shall, at all times, act in the interest of the Programme and the Project.
3. The Parties shall make available sufficient and qualified personnel, which shall carry out their work with the highest professional standard. While carrying out the assignment under this Agreement, the personnel and entities engaged by either Party shall comply with the laws of the respective countries.

Article 4 – Obligations of the Project Promoter

1. The Project Promoter is responsible for the overall coordination, management and implementation of the Project in accordance with the regulatory and contractual framework specified herein. It assumes sole responsibility for the successful implementation of the Project towards the Programme Operator.
2. The Project Promoter undertakes to:
 - (a) ensure the correct and timely implementation of the Project’s activities;
 - (b) promptly inform the Project Partner on all circumstances that may have a negative impact on the correct and timely implementation of any of the Project’s activities, and of any event that could lead to a temporary or final discontinuation or any other deviation of the Project;

- (c) provide the Project Partner with access to all available documents, data, and information in its possession that may be necessary or useful for the Project Partner to fulfil its obligations;
- (d) provide the Project Partner with a copy of the signed Project Contract, including any subsequent amendments thereof as of their entry into force;
- (e) consult the Project Partner before submission of any request for amendment of the Project Contract to the Programme Operator that may affect or be of interest for the Project Partner's role, rights and obligations hereunder;
- (f) make a transfer to the Bank Account of the Project Partner of the entire amount due within the set deadline;

Article 5 – Obligations of the Project Partner

1. The Project Partner is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement and Project Proposal no. ID 12210044

The tasks of the Project Partner are as follows:

(a) ensure the correct and timely implementation of activities of the Project, i.e. enable the implementation of 3-day mobility at the headquarters of the Project Partner for participants of the Beneficiary's educational staff;

(b) carry out any tasks set out in the roadmap (Annex 1);

2. In addition to the above obligations, the Project Partner shall:

- (a) promptly inform the Project Promoter on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance;
- (b) provide the Project Promoter with all information necessary for the preparation of any reports due by the Project Promoter within the deadlines and according to the reporting forms set by the Project Promoter;
- (c) immediately provide the Beneficiary with scans of accounting documents confirming the financial operations;
- (d) immediately inform the Project Promoter of any cases of suspected or actual fraud, corruption or other illegal activity that come to its attention, at any level or any stage of implementation of the Project;
- (e) keep all documents concerning the Project, including those confirming the expenses incurred - in the form of copies certified as being in conformity with the originals on commonly accepted data carriers, for a period of at least 5 years from the approval of the final report on the implementation of the program;
- (f) effectively participate in promoting the objectives, activities and results
- (g) ensure that messages or publications provided or disseminated by the Project Partner in relation to the action, including at conferences or seminars, will indicate that the action is financed from the funds of the Visegrad Fund's,

Article 6 – Project budget and eligibility of expenditures

1. The detailed total budget of the Project, the share in the budget of each Party and the breakdown of the budget for activities to be implemented by each Party is set out in Annex 1
2. Estimated eligible costs from the Education Programme co-financing within the Project amount to 9.720 EUR.
3. The Project Promoter and the Project Partner hereby acknowledge that the grant payments will be made in EUR, and transferred to the Project Promoter's bank account indicated in the Project Contract
4. The Parties will receive financial means for the Project implementation according to the planned budget, for the activities
5. The split of funds for the project implementation between the Project Promoter and the Project Partner is defined in the Accepted Budget - Annex to the Project Contract.
6. The Project Partner will receive funding for eligible costs:
Each partner receives 60Euro/each day/each participant of the project:
 - 1st action "Be fit, be clever" in Poland: for the partner from Slovakia and the Czech Republic – 60Euro x 7people x 3days = 1260Euro and for the Beneficiary 60Euro x 6 x 3days = 1080Euro
 - 2nd action "Be healthy" in the Czech Republic: for Beneficiary and partner from Slovakia – 60Euro x 7 people x 3 days = 1260Euro and for the Czech Republic – 60Euro x 6 people x 3days = 1080Euro
 - 3rd action "Health and active life" in Slovakia for each group – 60Euro x 7 people x 2 days = 840Euro
7. Exchange losses costs are considered not eligible
8. Expenditures incurred by the Project Partner must be in line with the general rules on eligibility of expenditure contained in the Regulation

Article 7 – Financial management and payment arrangements

1. The payment of the part of the project co-financing that falls to the Project Partner will take the form of a one-off payment made in EUR to the Project Partner's account:
SK 72 8180 0000 0070 0009 3122
BIC: SPSRSKBA
2. Payment to the Project Partner will be made no later than 7 days before the mobility project partner implements it in the Beneficiary's country.
3. The payment shall be deemed to have been made on the date on which the Beneficiary's account is debited.

Article 8 – Proof of expenditure

1. Costs incurred by the Project Partner shall be supported according to requirements: invoices, bills

Article 9 – Procurement

1. National and EU law on public procurement shall be complied with by the Parties at any level in the implementation of the Project.
2. The applicable procurement law is the law of the country in which the procurement is being carried out.
3. All expenses incurred as part of the project must be transparent, rational and effective.
4. The awarding of public contracts necessitates respecting current national provisions on the award of public contracts.
5. Notwithstanding the foregoing, public contracts shall be awarded in accordance with the following rules:
 - a. respect for fair competition, equal treatment of contractors, transparency,
 - b. economically sound public funds management, including the rules of disbursing public funds in a purposeful and economical way enabling the performance of tasks in a timely manner, as well as the rules of using optimal methods and means to obtain the best cost-effectiveness ratio.
6. Where contracts performed during the implementation of a project are below the national or Union thresholds set for public procurement or outside the scope of public procurement law, the award of such contracts (including pre-procurement procedures) and the conditions for such contracts shall comply with best cost-effective practices and shall allow for full and fair competition between potential economic operators, e.g. by comparing price offers documented in a written note.

Article 10 - Confidentiality

1. The Parties intend to communicate to each other information and data necessary for the implementation of cooperation under this Agreement, which may be of a confidential nature.
2. Confidential information shall mean any information, documents, data made available by each Party in connection with the cooperation undertaken by the Parties in any form including legal, financial or organisational information not disclosed to the public, which is not generally known to persons normally engaged in such information, or is not easily accessible to such persons, or which is not provided orally, in writing, in electronic form or in any other way, including those marked as "confidential information".
3. The Parties undertake:

- (a) not to make confidential information available to any third party without the prior written consent of the Disclosing Party;
 - (b) use confidential information for any (e) adequately secure and protect against loss of confidential information and access by unauthorized persons;
 - (f) promptly return confidential information to the disclosing Party upon request;
 - (g) promptly if it is necessary to disclose confidential information to its employees or to inform the other Party of any disclosure of confidential information to unauthorized persons and take steps to prevent further disclosure;
4. The confidentiality obligation shall also apply for a period of 5 years from the date of approval of the Final Report
5. In the event of a breach of the confidentiality rules set out above:
- (a) The disclosing Party shall have the right to require the other Party to immediately cease the violations and to remedy their effects within a specified period;
 - (b) The disclosing party shall have the right to demand full compensation from the obligated party purpose other than the cooperation set out in the Agreement;
 - (c) record, reproduce, copy, distribute or otherwise process confidential information provided by the other Party, unless it is necessary in the performance of obligations under the Agreement;
 - (d) to associates, to the extent necessary for the cooperation of the Parties, to ensure confidentiality;

Article 11 – Protection of personal data

1. The Parties to the Agreement are obliged to process personal data as part of the implementation of the Agreement in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) of 27 April 2016 (Journal of Laws of the Republic of Poland). EU. L No. 119, p. 1), hereinafter referred to as GDPR.
2. The personal data to be processed is personal data within the meaning of Article 4(1) of the GDPR concerning:
- (a) employees of the Parties;
 - (b) project participants;
 - (c) persons whose data is processed in connection with the examination of the eligibility of expenditure in the project, including in particular project staff, tenderers, contractors.

3. The Parties may grant their personnel access only to data which are strictly necessary for the implementation, management and monitoring of the Agreement, and must ensure that authorised personnel undertake to maintain the confidentiality.
4. The Parties shall ensure appropriate security measures (technical and organizational) regarding the processing of personal data, aimed at:
 - (a) prevent unauthorised persons from gaining access to computer systems processing personal data;
 - (b) to ensure that, during the transmission of personal data and the transport of information carriers, the data is not read, copied or deleted without authorisation;
 - (c) the ability to continuously ensure the confidentiality, integrity, availability and resilience of processing systems and services;
 - (d) the ability to promptly restore access to personal data in the event of a physical or technical incident.
5. The Parties, as administrators of personal data, are obliged to take special care to protect the interests of data subjects and meet all requirements resulting from the provisions of the GDPR, including information obligations referred to in Articles 13 and 14 of the GDPR.
6. The Parties undertake to immediately inform the other Party about any administrative or judicial proceedings, decisions, rulings, announced inspections, if they concern data processing activities undertaken by the Parties.

Article 12 - Intellectual property rights

1. The ownership of the results of the measure, including industrial and intellectual property rights, as well as the right to reports and other documents linked to them, shall belong to the Visegrad Fund's
 - the right to use the results of the measure free of charge in any way that they may deem appropriate, on the condition that they do not breach their obligations to keep confidentiality or that they do not breach the existing industrial and intellectual property rights.
2. The Beneficiary shall grant the Visegrad Fund's the right to use the results of the action free of charge in the manner they deem appropriate, provided that they do not breach their confidentiality obligations or that they do not infringe existing industrial and intellectual property rights.
3. The Project Partner has the right to use the results of the activity free of charge.

Article 13– Publication of information (the obligation to add these provisions results)

1. All communications or publications transmitted or disseminated by the Project Partner in connection with the Actions shall indicate that the activity is financed from the Visegrad Fund's. Any communications or publications transmitted or disseminated by the Project Partner, in any form and on any medium, will indicate that the sole responsibility lies with their author.

Article 14–Liability

1. In the event of force majeure, independent of the Project Partner and the Beneficiary, when the activities cannot be implemented, it is assumed that the partners will agree on another convenient date for the implementation of the activities, but no later than the date of the end of the project. The Party facing force majeure shall immediately give the other Party a formal notification, specifying the nature of the event, its likely duration and its foreseeable consequences.

Article 15 – Notices and language

1. All notices and other communication between the Parties shall be made in writing and be sent to the following addresses:

For the Project Promoter:

PSP NR 14 Integracyjna w Radomiu

ul. Wierzbicka 81/83

26-600 Radom, Polska

For the Project Partner:

Specialna zakladna skola Spisska Bela

Zimna 419, Spisska Bela, 059 01, Slovakia

and

Vyssi odborna skola zdravotnicka

Prochazkova 303, Trutnov, 54101, Czechia

2. The Parties shall establish the following e-mail addresses for the purposes of conducting electronic correspondence in matters arising from this Agreement:

To the Beneficiary: dorota.banas@zsi.radom.pl

To the Project Partner: matejcova@szstrutnov.cz
igorsvat2@gmail.com

3. The language governing the execution of this Agreement is English. All documents, notices and other communications foreseen in the framework of this Agreement shall be in English.

This Agreement has been prepared in two originals (in English language), of which each Party has received one.

For the Project Promoter

Signed in Radom on

Name: Jan Rychlicki
Title: Headmaster,
Legal Representative

For the Project Partner

Signed in Spišskej Bely
on 3. 11. 2022

Špeciálna základná škola
Zimná 21
SPIŠSKÁ BELÁ

Name: Renáta Šimorová
Title: predr. riaditeľka
Legal Representative

ZÁKLADNÁ FINANČNÁ KONTROLA
vykonaná v zmysle § 7 zákona č. 253/2015 Z. z.
finančná operácia a jej časť je - nie v súlade s:
a) rozpočtom školy na príslušný rozpočtový rok
b) rozpočtom na dva rozpočtové roky
c) osobitnými predpismi alebo inými rozhodnutiami
d) zmluvami uzatvorenými
e) rozhodnutiami
f) vnútornými predpismi
g) inými podmienkami poskytnutými z verejných financií.
VÝSLEDOK:
a) FO alebo jej časť je možné vykonať nie je možné vykonať
b) FO je potrebné plniť nie je potrebné plniť
c) poskytnutie plnenia je potrebné nie je potrebné plniť
Dátum vykonania základnej finančnej kontroly: 3. 11. 2022
Meno, priezvisko zam. zml. RENÁTA ŠIMOROVÁ (podpis)
a) FO alebo jej časť je možné vykonať nie je možné vykonať
c) poskytnutie plnenia je potrebné nie je potrebné plniť
Dátum vykonania záverečnej finančnej kontroly: 3. 11. 2022
Meno a priezvisko, funkcia, alebo iné poverenie voči zml. (zadanie)
* nezhoduje sa s úradným
predr. RENÁTA ŠIMOROVÁ