**PARTNERSHIP AGREEMENT**

Relating to the Erasmus+ KA2-HE-03/16 project

**DigiLing: Trans-European e-Learning Hub for Digital Linguistics**

BETWEEN:

**UNIVERZA V LJUBLJANI (UNILJ),** represented by Prof. dr. Ivan Svetlik, Rector

whose registered offices are at Kongresni Trg 2, SI-1000 Ljubljana, Slovenia

Hereinafter referred to as Lead Partner

AND

**Sveučilište u Zagrebu (UNIZG)**, represented by Prof. Damir Boras, Rector

whose registered offices are at

Trg maršala Tita 14, 10000 Zagreb, Croatia

Hereinafter referred to as Partner

AND

**JOHANNES GUTENBERG UNIVERSITAET MAINZ (UNIMAINZ)**, represented by Prof. Georg Krausch, President of the University of Mainz

whose registered offices are at

Saarstraße 21, 55099 Mainz, Germany

Hereinafter referred to as Partner

AND

**UNIVERZITA KARLOVA V PRAZE (CUNI)**, represented by Prof. Tomáš Zima, Rector

whose registered offices are at

Ovocny trh 5, 11636 Praha, Czech Republic

Hereinafter referred to as Partner

AND

**UNIVERSITY OF LEEDS**, represented by Mr. Martin Hamilton, Head of Funding Development

whose registered offices are at

WOODHOUSE LANE, UKE4 - West Yorkshire, United Kingdom

Hereinafter referred to as Partner

AND

**LEXICAL COMPUTING CZ s.r.o.,** represented by Mr. Miloš Jakubíček, CEO

whose registered offices are at

Botanická 554/68a, 602 00 Brno, Czech Republic

Hereinafter referred to as Partner

Altogether the Beneficiaries of the Grant Agreement for an Action with multiple beneficiaries within the Erasmus+ programme, agreement number 16-203-021558, »Partner(s)« to this Partnership Agreement,

Have agreed the following:

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## Article 1: Project Objectives

The project conducted on the basis of the Grant Agreement for an Action with multiple beneficiaries within the Erasmus+ programme, agreement number 16-203-021558 (hereinafter the Grant Agreement) will create a transnational e-learning hub for Digital Linguistics containing online core modules covering the essential skills and competencies as identified through the labour market survey. Detailed project objectives and activities are described in the project proposal and timeline as submitted to the National agency (NA).

## Article 2: Subject of the Partnership Agreement

2.1. By the present Partnership Agreement, the Lead Partner and the other project Partners shall define the rules of procedure for the work to be carried out and the relations that shall govern them within their Partnership set up in order to successfully implement and complete the above-mentioned project, in implementation of Article I.1.2 of the Grant Agreement. On the basis of the present Agreement, all the Partners shall contribute to the achievement of the requirements of the Grant Agreement, and shall carry out the project work in accordance with the time table, as defined in the Description of the Action, using their best efforts to achieve the results specified therein. They shall carry out all of their responsibilities under the present contract in accordance with recognised professional standards.

2.2. The respective Grant Agreement referred to in Article 1 signed between the National agency (NA): Center Republike Slovenije za mobilnost in evropske programe izobraževanja in usposabljanja (CMEPIUS) represented by dr. Alenka Flander and acting on behalf of the European Commission, and the Lead Partner representing all beneficiaries partners to this Partnership Agreement, including all its annexes, which each Party declares to have received, read and approved, forms an integral part of this Partnership Agreement, and takes precedence over it. In more detail, all terms and conditions, articles, annexes and guidelines, and in particular also all relevant financial provisions including estimated budget, model financial statement and technical report, stated in the Grant Agreement for this project are part of this Partnership Agreement. This includes any further amendments to the Grant Agreement which are approved by the NA.

## Article 3: Duration of the Agreement

3.1. The project referred to in Article 1 runs for 36 months as of 01 September 2016 (starting date) until 31 August 2019 (end date).

3.2. This Partnership Agreement shall take effect on the date on which it is signed by all Partners, but shall have retroactive effect from the start of the eligibility period (starting date of the project). lt shall remain in force until the Lead Partner has discharged in full his obligations arising from the Grant Agreement towards the European Commission, represented by the NA.

## Article 4: Obligations of the Partners

The partners will be responsible for:

* Expeditiously carrying out the tasks set out in the project work plan or otherwise agreed;
* Complying with all the provisions of the Grant Agreement, its annexes included.
* Providing all information and data to the Lead Partner that are required by the latter to coordinate and monitor the implementation of the project and for reporting purposes, and accept all obligations imposed by the Lead Partner to allow the latter to fulfill its obligations as coordinator;
* Notifying the Lead Partner of any factors that may adversely affect implementation of the project in accordance with the work plan;
* Accept responsibility for all financial related information including details of costs claimed, and where appropriate, ineligible expenses.

## Article 5: Financial Provisions

5.1. Funding:

The project has been allocated a maximum grant of 229,265.00 EUR as specified in article I.3.1. of the Grant Agreement.

5.2. Payment of funds and modalities

The Lead Partner commits himself to carrying out payments to the Partners for work completed satisfactorily according to the description and schedule of this work. Payments to the Partners shall be made according to the following schedule:

* First advance payment of up to 40% of the Partner's budget at the latest 30 days after the signing of the present contract by the Partners, provided that the Contractor has received the prefinancing from the NA and has received bank details from the Partners;
* Second advance payment of up to 40% of the Partner's budget at the latest 60 days after the submission of the interim report by 31 March 2018 or as specified in the Grant Agreement 16-203-021558 Article I.4.3.
* Balance payment: after submission of the final tecnical report on the action's implementation and after approval of the final financial statement by the NA provided that the Contractor received the balance payment from the NA.

All payments from the Lead Partner to the other Partners will be made in Euro.

5.3. Accounting, record keeping and reporting

The following reporting deadline shall apply:

First report:

* Period of expenses: 01/09/2016 until 30/04/2017 by 15/05/2017 at the latest.

Second report:

* Period of expenses: 01/05/2017 until 28/02/2018 by 15/03/2018 at the latest.

Final report:

* Period of expenses: 01/03/2018 until 31/08/2019 by 30/09/2019 at the latest.

The reports should be drawn up in Euro using the template provided by the Lead Partner. The reports should be accompanied with the necessary justifications, like a copy of the invoices, proof of payment of each invoice, boarding passes, employment contracts of staff members, timesheets, salary slips, and so on. The Partner is fully responsible for the correct delivery of the declaration of expenses and the appropriate application of accounting system.

The Partners shall deliver the final report with all the supporting documents to the Lead Partner by 30/09/2019 at the latest.

The tentative budget is part of this Partnership Agreement (Appendix II). Throughout the duration of the project Partners will jointly reach decisions to ensure an efficient and rational expenditure of the project budget.

## Article 6: Management of the project and decision-making modalities

Decisions will be taken by all Partners based on consensus. These decisions will be documented in the minutes of the meetings. The minutes of each project meeting will be drawn up in the English language and will be sent to each Partner and will be regarded as having been approved if, within 2 weeks of the minutes being sent, none of the Partners notifies the Lead Partner in writing that it has not approved the minutes. If the minutes are not approved, a note will be made of the item for which approval has been withheld along with the name of the relevant Partner, and the remaining minutes will be deemed to have been approved.

## Article 7: Working language

The working language of this Partnership shall be English. Any official internal document related to the implementation of the project shall be made available in English. In case of the translation of this document into another language, the English version shall be the binding one.

## Article 8: Intellectual property

The cooperation under this project is regarded as a strategic partnership. Beneficiaries make in-kind contributions and offer their intellectual know-how to get a collective product. Copyrights will be respected as follows.

* Material already developed and brought in the project by any of the Partners separately may be only used within the scope of the project as templates of good practice. Copyrights have to be strictly safeguarded, permission for reproduction and scale of reproduction have to be settled beforehand.
* Where beneficiaries develop material within the scope of the project this material will be available for the Partnership as a means within the common goals set in the Partnership.
* Collective products in tangible form, like manuals, CD-roms/DVDs, online data as the authorised result of this project work may be disseminated and translated into the respective beneficiary's official language(s) for free as long as they are not marketed for profit. Throughout the contractual period of the project, the Partnership is the proprietor of the product or any other outcome resulting from the project, such as the reports and any other documents, including ownership of industrial and intellectual property rights.

## Article 9: Dissemination of Project Outcomes, Communication and Publicity

The Partnership shall take note of the fact that the results of the project may be made available to the public and they agree that the results of the project shall be available for all interested parties after the project has finished. They furthermore commit to playing an active role in any actions organised to capitalise on, disseminate and valorise the results of the project. The Partners will also take advantage of casual meetings and meetings in other contexts to communicate the project progress and outcomes, which is considered internal communication. Communication activities will be to wide-spread information through email distributers at the beginning of and during the project time; publishing articles in print, electronic and social media, what is considered as external communication. Each project Partner shall point out in the framework of any public relations measures that the project was implemented through financial assistance from funds of the European Commission, Erasmus+ Programme.

## Article 10: Confidentiality Requirements

For the purpose of this agreement "Confidential Information" shall mean any and all information, which is supplied or disclosed, directly or indirectly, in writing or in any other means, by each Party to the other including, but not limited to any documents, drawings, sketches, designs, materials, samples, prototypes, data, know-how, and which at the time of its disclosure or supply is identified as confidential. Oral information shall be recorded in writing by the Party disclosing it within fifteen (15) days after disclosure, and the result-ing document shall specifically state the date of disclosure and designate the information as confidential.

Although the nature of the implementation of the project is public, part of the information exchanged between the Partners may be confidential until the project is finished. The decision about the confidentiality is taken by the Lead Partner after discussing it with other Partners. The project Partners agree that any information that they obtain during the execution of this Partnership Agreement or any documents are only confidential, provided that one project Partner explicitly requests such. The same applies, without the express request of one of the project Partners, to all documentation classified as "confidential".

The obligation for confidentiality shall not apply for the information, which:

1. was public or generally available to the public at the time of disclosure;

1. becomes public or generally available to the public after the time of disclosure without any default of the Receiving Party;
2. was in the possession of the Receiving Party before the disclosure as demonstrated by its written records;
3. was received from a third party without any confidentiality obligations;
4. is independently developed by the Receiving Party without any use of or reference to the received confidential information; or
5. the law requires to disclose.

The Receiving Party shall apply the same degree of care with regard to the confidential information disclosed within the scope of the project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

Each Party shall promptly advise the other Parties in writing of any unauthorised disclosure, misappropriation or misuse of confidential information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Party becomes aware that it will be required, or is likely to be required, to disclose confidential information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

The confidentiality obligations under this Agreement and under the Grant Agreement shall not prevent the communication of confidential information to the Parliament.

The provisions contained in this Article shall remain valid for five (5) years after the termination or expiration of this contract.

## Article 11: Liability

No party shall be held liable for not complying with obligations ensuing from this Partnership Agreement should the non-compliance be caused by force majeure.

Each Party shall release the other from any civil liability in respect of damages resulting from the performance of this contract, suffered by itself or by its personnel, to the extent that these damages are not due to the negligence or wilful misconduct of the other Party or its personnel. No Party shall be responsible to the other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful misconduct or gross negligence by the first Party or its personnel.

Each Party shall protect the NA, the other Parties and their personnel against any action for damages suffered by third parties, including project personnel, as a result of its performance of this contract, to the extent that these damages are not due to the negligence or wilful misconduct of the other Parties or their personnel.

## Article 12: Termination of the Agreement and withdrawals

12.1. The Lead Partner and the project Partners agree to not withdraw from the project unless there are unavoidable reasons for it. If this were nonetheless to happen the withdrawing project Partner, or in case of problems the defaulting partner shall endeavour to find a solution to cover the contribution, either by reassuming the tasks assigned to him or by finding a new partner to replace him and join the Partnership.

Being aware of the fact that all changes in the Partnership must be notified to the NA, and can result in unjustified termination and consequent sanctions in accordance with articles II.16.2 and II.17 of the Grant Agreement, withdrawal of a project Partner requires written explanation.

12.2. The non-defaulting Parties may jointly terminate the contract if any Party is in breach of any material obligation under this contract, insofar as this is not due to force majeure, and fails to remedy the breach within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied or if the breach is not capable of being remedied or in the event of bankruptcy, receivership or comparable procedure under applicable laws of a Party.

Each Party shall without delay notify the other Parties, supplying all relevant information relating to the project in its possession, of any event likely to prejudice its performance of this contract.

The provisions of Articles 5, 11 and 13 for the time period mentioned therein, shall survive the expiration or termination of this contract. Termination shall not affect any rights or obligations of a Party leaving the project incurred prior to the date of termination, unless otherwise agreed between the other Parties and the leaving Party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

12.3. The decision on terminating or cancelling this Partnership Agreement should be taken among most of the Partners in the event that a Partner fails to perform any obligations under the present Partnership Agreement or the Grant Agreement, if the Partner has made false declarations to the Lead Partner on work carried out or on expenditure.

## Article 13: Non-execution of obligations and reimbursement

In the event of total or partial incompletion of the obligations of any of the project Partners or in the event of material errors in the effective execution of project activities, each cosignatory member of the present Partnership Agreement undertakes to reimburse the Lead Partner any funds that have been unduly received, within the month following notification.

## Article 14: Dispute resolution

Parties agree to inform each other immediately of any difficulties encountered in executing the project. Any dispute, controversy or claim arising out of or in connection with this contract or the breach, termination or invalidity thereof shall be resolved amicably.

If no amicable solution is found, any dispute, controversy or claim arising out of or in connection with this contract will be brought before the ordinary courts of Slovenia.

The applicable law to this contract will be the law of Slovenia.

## Article 15: Severability and amendments to the Partnership Agreement

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

This Agreement can only be changed by means of a written amendment that is signed by all project Partners. Modifications to the project (work plan, budget, etc.) that are approved by the Partners shall be effective as alterations of this present Agreement, also without adherence to this formal requirement.

This Partnership Agreement is done in 6 originals, of which 1 is received by each of the contracting parties. The Partnership Agreement is signed in separate signature pages.

**UNIVERZA V LJUBLJANI**

Prof. dr. Ivan Svetlik, Rector

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| Signature |
|  |
| Date |

**Sveučilište u Zagrebu (UNIZG)**

Prof. Damir Boras, Rector

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| Signature |
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| Date |

**JOHANNES GUTENBERG UNIVERSITAET MAINZ (UNIMAINZ)**

Prof. Georg Krausch, President of the University of Mainz

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| Signature |
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| Date |

**UNIVERZITA KARLOVA V PRAZE (CUNI)**

Prof. Tomáš Zima, Rector

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| Signature |
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| Date |

**UNIVERSITY OF LEEDS (UNILEEDS)**

Mr. Martin Hamilton, Head of Funding Development

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| Signature |
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| Date |

**LEXICAL COMPUTING CZ s.r.o.**

Mr. Miloš Jakubiček

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| Signature |
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| Date |

Appendix I. Grant Agreement for an activity with multiple co-beneficiaries. Agreement number 16-203-021558 (in Slovene). For translation please refer to <http://ec.europa.eu/programmes/erasmus-plus/resources/documents-for-applicants/model-grant-agreements_en>

*Document submitted in paper*

Appendix II. Expected / Estimated budget expenditure per consortium and partner

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Estimated budget**  | ***Project Management And Implementation*** | ***TransNational Project Meetings*** | ***Intellectual Outputs*** | ***Multiplier Events*** | ***Travels*** | [Subsistance](#sub) | ***Special Needs*** | [Exceptional cost](#exc) | ***Total*** |
| 999923240 | UNIVERZA V LJUBLJANI | Applicant Organisation | 18.000,00 | 3.450,00 | 19.180,00 | 0,00 | 2.475,00 | 4.410,00 | 1500 | 6.000,00 | 55.015,00 |
| 999978627 | JOHANNES GUTENBERG-UNIVERSITAT MAINZ | Partner Organisation | 9.000,00 | 2.300,00 | 25.680,00 | 0,00 | 2.200,00 | 3.710,00 | 0 | 0,00 | 42.890,00 |
| 934841284 | Lexical Computing CZ s.r.o. | Partner Organisation | 9.000,00 | 3.450,00 | 9.590,00 | 0,00 | 1.100,00 | 2.170,00 | 0 | 0,00 | 25.310,00 |
| 999933231 | SVEUCILISTE U ZAGREBU | Partner Organisation | 9.000,00 | 2.300,00 | 8.140,00 | 7.000,00 | 2.200,00 | 3.710,00 | 0 | 0,00 | 32.350,00 |
| 999975426 | UNIVERSITY OF LEEDS | Partner Organisation | 9.000,00 | 3.450,00 | 27.820,00 | 0,00 | 1.650,00 | 2.310,00 | 0 | 0,00 | 44.230,00 |
| 999923434 | UNIVERZITA KARLOVA V PRAZE | Partner Organisation | 9.000,00 | 3.450,00 | 15.070,00 | 0,00 | 550,00 | 1.400,00 | 0 | 0,00 | 29.470,00 |
|   |   | Skupaj | ***63.000,00*** | ***18.400,00*** | ***105.480,00*** | ***7.000,00*** | ***10.175,00*** | ***17.710,00*** | ***1.500,00*** | ***6.000,00*** | ***229.265,00*** |

Appendix II: Subsistance

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| ***Organisation*** | ***DurationInDays*** | ***NumberOf Participants*** | ***GrantPerParticipant*** | ***TotalGrant*** | ***MobilityActivityType*** | ***ActivitiesNumberofParticipants*** | ***NumberOfParticipantsWithSpecialNeeds*** |
| JOHANNES GUTENBERG-UNIVERSITAT MAINZ | 7 | 2 | 700,00 | 1.400,00 | Short-term joint staff training events | 14 | 0 |
| JOHANNES GUTENBERG-UNIVERSITAT MAINZ | 7 | 6 | 385,00 | 2.310,00 | Blended mobility of higher education students | 32 | 2 |
| Lexical Computing CZ s.r.o. | 7 | 2 | 700,00 | 1.400,00 | Short-term joint staff training events | 14 | 0 |
| Lexical Computing CZ s.r.o. | 7 | 2 | 385,00 | 770,00 | Blended mobility of higher education students | 32 | 2 |
| SVEUCILISTE U ZAGREBU | 7 | 2 | 700,00 | 1.400,00 | Short-term joint staff training events | 14 | 0 |
| SVEUCILISTE U ZAGREBU | 7 | 6 | 385,00 | 2.310,00 | Blended mobility of higher education students | 32 | 2 |
| UNIVERSITY OF LEEDS | 7 | 6 | 385,00 | 2.310,00 | Blended mobility of higher education students | 32 | 2 |
| UNIVERZA V LJUBLJANI | 7 | 3 | 700,00 | 2.100,00 | Short-term joint staff training events | 14 | 0 |
| UNIVERZA V LJUBLJANI | 7 | 6 | 385,00 | 2.310,00 | Blended mobility of higher education students | 32 | 2 |
| UNIVERZITA KARLOVA V PRAZE | 7 | 2 | 700,00 | 1.400,00 | Short-term joint staff training events | 14 | 0 |
| **TOTAL** |  |  |  | **17.710,00** |  |  |  |