**Agreement on a Partnership with a Financial Contribution**

**in the ERASMUS+ Programme**

concluded on …………………. between:

**Lubelskie Voivodeship**

Having its registered office at: ul. Artura Grottgera 4, 20-029 Lublin, Poland

Represented by:

Mr Jarosław Stawiarski – Marshal of the Lubelskie Voivodeship

Mr Zbigniew Wojciechowski – Vice-Marshal of the Lubelskie Voivodeship

Bank account: PL 86 1020 3147 0000 8502 0160 8363

(hereinafter referred to as the “The Coordinator”)

and

**Moravian-Silesian Region**

Having its registered office at: 28. října 117, 702 18 Ostrava, Czech Republic

Represented by: prof. Ing. Ivo Vondrák, CSc., Governor of the Region

Bank account:

(hereinafter referred to as the “The Partner”)

Hereinafter referred to as the “Contractual parties”.

**Article 1**

**Subject and Purpose of the Agreement**

The subject of the Agreement is to regulate the mutual rights and obligations of the Contractual parties and their tasks in the implementation of the project “Supporting mental health of young people in the era of coronavirus”, called “ME-Health”, project number: 2021-1-PL01-KA220-SCH-000023968 (hereinafter referred to as the “Project”), supported under Erasmus+ Key Action 2: Cooperation partnerships in school education.

The purpose of this Agreement is the efforts of the Contractual parties, through mutual cooperation, to effectively implement the Project and to act with the utmost care in the implementation of the tasks specified in the Agreement.

1) Project implementation start date: 1 February 2022.
2) Project implementation end date: 31 May 2024.

The provider of funds for project implementation is Foundation for the Development of the Education System (FRSE), ID No. (REGON) 010393032, having its registered office in Warsaw 02-305, Al. Jerozolimskie 142a (hereinafter referred to as the “Provider”) on the basis of Grant Agreement No. nr 2021-1-PL01-KA220-SCH-000023968, of …………….. (hereinafter referred to as the “Grant Agreement”).

In the implementation of the project, the Coordinator and the Partner shall proceed in line with the provisions of the Agreement. The provisions of the Grant Agreement shall apply to the principles of cooperation between the Contractual parties in the implementation of the Project.

**Article 2**

**Rights and Obligations of the Contractual parties**

1. The Coordinator and the Partner shall act so as not to jeopardise the implementation of the project and the interest of the Contractual parties.

The Coordinator and the Partner undertake to bear full liability for the implementation of the activities they are to carry out pursuant to this Agreement, such that the purpose of the Agreement would be met no later than the project implementation end date specified in Article I clause 3 point 2) of this Agreement.

The Partner undertakes:

* 1. In line with the objectives set in the Grant Agreement concluded between the Provider and the Coordinator, to take any and all steps required for the preparation, execution, and due management of the project work programme;
	2. Adhere to the provisions of the Grant Agreement, whereby the Coordinator is bound to the Provider;
	3. Present to the Coordinator any and all information and documents that it may request as necessary for the management and implementation of the project;
	4. Use the funds provided on the basis of this Agreement correctly, economically, efficiently, effectively and respect the accounting and bookkeeping rules applicable to the Partner;
	5. Provide cooperation to the Coordinator in the drafting of an interim and final project implementation report;
	6. Permit the execution of a check, in relation to the activities implemented by it in the project, provide to authorised persons any and all documents related to the activities implemented by it in the project, and provide cooperation to all persons authorised to perform the checks;
	7. Accept responsibility for the correct use of financial funds;
	8. Inform the Coordinator immediately of any events or circumstances of which the Partner is aware, that are likely to affect or delay the implementation of the Project and its aims;
	9. In order to implement the Project's activities and all obligations of the Partner, designate a contact person/persons in its institution who will, on a regular and reliable basis, cooperate with the Coordinator.

The Coordinator undertakes to:

* 1. Adhere to the provisions of the Grant Agreement and manage the project in accordance therewith;
	2. Administer the project and communicate with the Provider in the course of project implementation;
	3. Keep the Partner informed and discuss with it any changes in the project;
	4. Draw up and present an interim and final report on project implementation to the Provider;
	5. In case of changes within the project with other partners (particularly as regards compliance with the rules and the use of funds) discuss these changes with all partners and find the optimal solution;
	6. In order to implement the Project's activities and all obligations of the Coordinator, designate a contact person/persons in its institution who will, on a regular and reliable basis, cooperate with the Partner.

**Article 3**

**Project Financing**

1. The project will be financed from funds that the Provider provides to the Coordinator on the basis of the Grant Agreement.

The Partner’s aggregate financial share shall amount to: 16 400,- EUR.

The Partner may use the funds obtained on the basis of this Agreement only for covering costs that are deemed eligible within the meaning of this Agreement and the Grant Agreement and that the Partner has incurred in connection with the project.

The Coordinator shall provide financial support to the Partner corresponding to its share under clause 2 of this Article of the Agreement by cashless transfer to its account.

The Coordinator shall provide the first advance payment to the Partner, amounting to a maximum of 40% of its total financial share, within 30 calendar days of the effective date of this Agreement or of having received a payment from the Provider, whichever occurs later.

The Coordinator shall provide a second advance payment to the Partner, amounting to a maximum of 40% of its total financial share, within 30 calendar days of the beginning of the month following the receipt of the next payment from the Provider in connection with the approval of the interim project report.

The Coordinator shall provide the final payment to the Partner, amounting to a maximum of the unpaid balance of 100% of its total financial share, within 30 calendar days of the beginning of the month following the receipt of the last payment from the Provider in connection with the approval of the final project report.

Should the Partner fail to commence or interrupt project implementation, the Partner undertakes to report this fact to the Coordinator in writing within 14 calendar days from the event that prevents the commencement or further implementation of the Project. Should an obligation to refund undrawn funds to the Coordinator’s account occur, the Coordinator shall set a binding deadline for the payment.

**Article 4**

**Liability for Damages**

1. The Coordinator shall bear legal and financial liability to the Provider for the correct and lawful use of financial support by the Partner.

Should non-eligible costs arise due to a breach of the Partner’s obligations arising from this Agreement, the Partner shall pay damages to the Coordinator in the amount of any non-eligible costs thus incurred.

**Article 5**

**Processing of Personal Data**

1. The Contractual parties must process personal data under the Agreement in compliance with applicable EU and national law on data protection.

The Contractual parties may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring this Agreement and the provisions of the Grant Agreement. The Contractual parties must ensure that the personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality.

The Contractual parties must adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing of the personal data concerned.

**Article 6**

**Other Rights and Obligations of the Contractual Parties**

1. Any communication or publication made by the Contractual parties jointly or individually that relates to realization of the Project, including at conferences, trainings, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations),must indicate that the Project has received funding from the European Union and display the European Union emblem. When displayed in association with another logo, the European Union emblem must have appropriate prominence.

The Contractual parties must keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, during a period of five years starting from the date of payment of the balance.

The Contractual parties shall refrain from any and all activity that may render impossible or impair the achievement of the purpose of this Agreement.

The Contractual parties shall inform each other of any and all facts decisive for the performance of this Agreement without undue delay.

In implementing the project, the contractual parties shall proceed ethically, correctly, transparently, and in line with good morals.

**Article 7**

**Term of the Agreement**

1. The Agreement has been concluded for a definite period of time, until the purpose set out in Article 1 clause 2 of the Agreement is reached, but no later than through to the end of project settlement by the Provider.

If the Partner significantly or repeatedly breaches any of its obligations arising for it from the Agreement or the Grant Agreement, its participation in the implementation of the project may be terminated by a written agreement or withdrawal from the Agreement by the Coordinator. In that case, the Partner will agree with the Coordinator, by way of a separate agreement, to take over the Partner's tasks and obligations and make the financial settlement.

The Partner may terminate its cooperation with the Coordinator by a written agreement or withdrawal from the Agreement. In this case, the Partner will agree with the Coordinator by way of a separate agreement who will take over the Partner's activities and obligations and make the financial settlement.

**Article 8**

**Jurisdiction**

Disputes between the Contractual parties concerning the performance of this Agreement shall be settled by discussion or through mediation. If the Contractual parties do not arrive at an agreement by these means, they agree that the courts competent to address disputes arising from this Agreement shall be courts in the Republic of Poland.

**Article 9**

**Other Provisions**

1. This Agreement shall become valid on the day it is signed by both Contractual parties and it shall take effect on the day on which the expression of consent to the contents of the Agreement is delivered to the other contractual party, unless Act No.  340/2015 Coll. (č. 340/2015 Sb.), on special conditions for the effects of certain contracts, publication of such contracts, and a register of contracts (Act on the Contracts Register), as amended, stipulates otherwise. In that case, the Agreement shall not take effect prior to the date of its publication in the Contracts Register. The Contractual parties further agree that the publication in the Contract Register is made by the Partner.

The Contractual parties declare that this Agreement has been drawn up on the basis of the mutual will of the Parties.

Any and all changes to the Agreement may only be made on the basis of an agreement of the Contractual parties in the form of written amendments signed by authorised representatives of the Contractual parties. There is no need to enter into an amendment to the Agreement in the event of changes in any of the Contractual parties’ identification details, including change in account number. At the same time, the parties are required to inform about the above changes in writing, signed by authorized representatives, under pain of nullity.

This Agreement and relationships of the Contractual parties not regulated thereby in detail shall be governed by generally binding legislation of the Republic of Poland.

This Agreement has been executed in 4 counterparts, of which one in the Polish language shall go to the Coordinator, one counterpart in the official language of its domicile shall go to the Partner, and the Coordinator and the Partner shall each receive one counterpart in the English language.

In the event of doubt or a discrepancy between the English language version of the Agreement and its translations, the English language version shall be binding.

Clause concerning the validity of legal actions pursuant to Section 23 of Act No. 129/2000 Coll. (č. 129/2000 Sb.), on regions (Regional System), as amended:

The Region’s Assembly of the Partner decided on the conclusion of this Agreement in its Resolution No. ……….. of …………...

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| **Lubelskie Voivodeship – The Coordinator** | **……………………… - The Partner** |
| Lublin, date…………… | …………………., date………………. |
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