

PARTNERSHIP AGREEMENT

Concerning the Nordplus Adult 2022

PROJECT „Cultural education – key to adult integration“, project no.: NPAD-2022/10014

AGREEMENT Nr. 2

Vilnius county Adomas Mickevicius Public Library, Trakai street 10, Vilnius, Lithuania, postal code: LT-01132, Lithuania, hereinafter referred to as „**the Beneficiary**“, represented by its director *Ms. Emilija Banionytė*

On the one part,

and

Tartu Public Library, Kompanii 3/5, Tartu 51004, Estonia, hereinafter referred to as „**the Partner**“, represented by its director *Ms. Kristina Pai*

on the other part,

both together referred to as „the Parties“,

HAVE AGREED

To implement the project „Cultural education – key to adult integration“, project no.: NPAD-2022/10014 under the Nordplus Adult 2022 Programme, hereinafter referred to as „the Project“, as follows:

Article 1 – Subject matter

- 1.1. The **Beneficiary** and the Partner commit themselves to carrying out implementation of the Project coming under the Agreement No. **NPAD-2022/10014** concluded between the **Beneficiary** and the **Danish Agency for Higher Education and Science (DAFHES)** in accordance with the purposes given in the application, the Guidelines for the Nordplus Programme, the Letter of Approval and **ANNEX I (full project application)** hereto which form an integral part of this agreement and that each party declares to have read and approved.
- 1.2. This agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project no. NPAD-2022/10014 under the Agreement passed between **The Danish Agency for Higher Education and Science (DAFHES) – Main Administrator of Nordplus Adult programme** and the **Beneficiary**.
- 1.3. The total grant of the project for the contractual period referred to by the Agreement No.: **NPAD-2022/10014** is estimated at **9000 EUR**.
- 1.4. With the signature of this Agreement, the **Beneficiary** and the **Partner** accept the grant and agree to implement the Project, acting on their own responsibility.

Article 2 – Duration

- 2.1. The duration of the Project is **12 months**. It starts on **01/06/2022** and ends on **31/05/2023**.
- 2.2. This agreement enters into force on the date of signature by the last of both Parties to the agreement and terminates on **31/05/2023**.
- 2.3. The period of eligibility of the costs starts on **01/06/2022** and finishes on **31/05/2023**.

Article 3 – Obligations of the Beneficiary

The **Beneficiary** shall undertake:

- 3.1. to take all the steps necessary to prepare for, perform and correctly manage the Project in accordance with the objectives of the Project as set in the Agreement concluded between **The Danish Agency for Higher Education and Science (DAFHES)** and the **Beneficiary**;
- 3.2. to send to the Partner a copy of various reports and of any other official document concerning the Project;
- 3.3. to notify and provide the **Partner** with any amendment made to the Agreement No. NPAD-2022/10014 concluded with the **The Danish Agency for Higher Education and Science (DAFHES)**;
- 3.4. to define in conjunction with the **Partner** the role and rights and obligations of the two Parties, including those concerning the attribution of the intellectual property rights;
- 3.5. to comply with all the provisions of Agreements No.: NPAD-2022/10014 binding the **Beneficiary** to the **The Danish Agency for Higher Education and Science (DAFHES)**.

Article 4 – Obligations of the Partner

The **Partner** shall undertake:

- 4.1. to take all the steps necessary to prepare for, perform and correctly manage the Project in accordance with the objectives of the Projects as set out in the Agreement No.: **NPAD-2022/10014** concluded between the **The Danish Agency for Higher Education and Science (DAFHES)** and the **Beneficiary**;
- 4.2. to comply with all the provisions of Agreement No.: **NPAD-2022/10014** binding the **Beneficiary** to the **The Danish Agency for Higher Education and Science (DAFHES)**;
- 4.3. to communicate to **Beneficiary** any information or document required by the latter that is necessary for the management of the Project;
- 4.4. to accept responsibility for all information communicated to the **Beneficiary**, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.5. to define in conjunction with the **Beneficiary** the role and rights and obligations for the two Parties, including those concerning the attribution of the intellectual property rights.

Article 5 – Financing

- 5.1. the total Nordplus grant for the Project is **9000 EUR**.

Article 6 – Budget transfers

- 6.1. the **Beneficiary** (the project coordinator) transfers the part of the grant to the Partner, which consists of **3000 EUR** provided that the Project is implemented as described in Annex I, in accordance with *the*

purposes given in the application, the Guidelines for the Nordplus Programme, the Letter of Approval.
The Parties are allowed to adjust the activities set out in the Activity Plan of the Project to the needs and convenience of the project partners.

6.1.1. the Parties are allowed to use the funds allocated in accordance with the purposes given in the application, the Guidelines for the Nordplus Programme, the Letter of Approval and the **ANNEX I**.

6.1.2. the grant is intended to cover travel and subsistence expenses.

Article 7 – Payments

7.1. The **Beneficiary** commits itself to carrying out payment (total: **3000 EUR**) relating to the subject matter of this agreement to the Partner in one instalment according to the following schedule: within **20 days** after the date of signature by the last of both Parties.

Article 8 – Bank information

The Beneficiary's bank account:

Name of the bank: Swedbank, AB

Bank account holder: Vilniaus apskrities Adomo Mickevičiaus viešoji biblioteka

Address bank account holder: Konstitucijos pr. 20A, 03502, Lithuania

IBAN code: LT777300010143077065

BIC-code/SWIFT – address: HABA LT 22

Partners' bank account:

Name of the bank: AS SEB Pank

Bank account holder: Tartu Linnavalitsus

Address bank account holder: Raekoda, Tartu 50089, Estonia

IBAN code: EE401010102030203008

BIC-code/SWIFT – address: EEUH22XX

Reference number: 24109226000004

Article 9 – Reports

9.1. The Partner shall provide the **Beneficiary** with any information and document required for the preparation on the interim report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by **01/05/2023** at the latest.

9.2. The required information and documentation within the Project shall be provided in English.

Article 10 – Monitoring and supervision

10.1. The **Partner** shall provide without delay the **Beneficiary** with any information that the latter may request concerning the carrying out of the Project covered by this agreement.

10.2. The **Partner** shall make available to the **Beneficiary** any document making it possible to check that the Project is being or has been carried out.

10.3. All receipts and supporting documents should be kept for a period of five years after the project is completed in the event of an audit.

Article 11 – Liability

11.1. Each contracting party shall release the other from any civil liability in respect to damages resulting from the performance on this agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or international negligence of the other party or its personnel.

11.2. The **Partner** shall immediately notify the **Beneficiary**, supplying all relevant information, of any event likely to prejudice the performance of this agreement.

Article 12 – Termination of the agreement

12.1. The **Beneficiary** may terminate this agreement if the **Partner** has inadequately discharged or failed to discharge any of contractual obligations, insofar as this is not due to *force majeure*, after notification of the **Partner** by registered letter has remained without effect for one month.

12.2. The **Partner** shall immediately notify the **Beneficiary**, supplying all relevant information, of any event likely to prejudice the performance of this agreement.

Article 13 – Jurisdiction clause

13.1. The law applicable to this contract shall be the law of the Republic of Lithuania.

13.2. Failing amicable settlement, the Courts of the Republic of Lithuania shall have sole competence to rule on any dispute between contracting parties in respect of this contract.


Article 14 – Intellectual Property Rights

The **Beneficiary** grants the **Partner** the rights to make free use of the results of the Project as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights, in accordance with the **Article 1** and **Article 4** of this **AGREEMENT**.

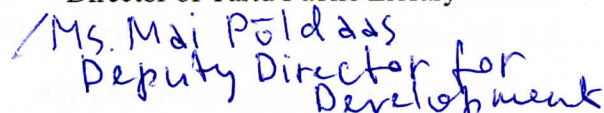
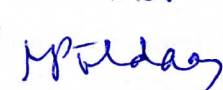
Annexes:

Annex I – Description of the Project

For the **Beneficiary**,
The legal representative
Ms. Emilija Banionytė
Director of Vilnius County Adomas
Mickevicius Public Library

[signature] 
Vilnius, date 6 June 2022

For the **Partner**,
The legal representative
Ms. Kristina Pai
Director of Tartu Public Library


[signature] 

Tartu, date June 14, 2022

Done in Vilnius, Lithuania, in two copies, in English