PARTNERSHIP AGREEMENT

for the joint implementation of the project entitled

Śląskie Centrum Inżynierskiego Wspomagania Medycyny i Sportu – „Assist Med Sport Silesia”

concluded in ……………………… on ……………………… based on art. 33 Ustawy z dnia 11 lipca 2014 r.
o zasadach realizacji programów w zakresie polityki spójności finansowanych w perspektywie
finansowej 2014-2020 (Dz.U. 2014 poz. 1146) – Polish national regulation, and as a result of the
procedure of selecting a partner from the outside of the public finance sector units, between

Silesian University of Technology
Gliwice, ul. Akademicka 2A
represented by:…………………………………………………………………………………………………………………………………………
………………………………………………………………………………………………………………………………………………………………………
hereinafter referred to as the Leading Partner

and

……………………………………………………………………………………………………………………………………………………………………………………
hereinafter referred to as Partner no. 1

together referred to as Partners or Parties.
§ 1.

1. A partnership is hereby established for the implementation of the project entitled „Śląskie Centrum Inżynierskiego Wspomagania Medycyny i Sportu – „Assist Med Sport Silesia”“, planned under the Regional Operational Program of the Province of Silesia for 2014-2020, actions 1.1. The key research infrastructure for the region, recruitment no. RPSL.01.01.00-I2.01-24-078/16, hereinafter referred to as the „Project”.

2. Parties establish the Silesian University of Technology as the Leading Partner.

3. The Agreement particularly specifies the principles of the partnership, principles of the cooperation between the Leading Partner and Partner no. 1, as well as between Partners during the implementation of the Project.

4. The Parties declare that they are not linked entities as defined in the Annex 1 to the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty.

5. The Parties declare that they are not excluded from applying for financing on the basis of art. 207 ust. 4 ustawy z dnia 27 sierpnia 2009 r. o finansach publicznych (Dz.U. z 2013 r. poz. 885 z późn. zm.) and on the basis of art. 211 ust. 2 ustawy z dnia 30 czerwca 2005 r. o finansach publicznych (Dz. U. z 2005 r., Nr 249, poz. 2104 z późn. zm.) – Polish national regulations.

§ 2.

1. The Parties state that the Silesian University of Technology acts as the Leading Partner responsible especially for:

   a) representing Partners before the Managing Authority;

   b) coordinating (incl. monitoring and supervising) the regularity of operations of the Partners during the implementation of the tasks set out in the Project;

   c) providing an efficient system of communication with Partners and the Managing Authority;

   d) submitting payment claims to the Managing Authority for the appraisal of expenditure for the Project and monitoring indicators declared in the proposal;

   e) informing the Managing Authority about problems with the implementation of the Project, including the intention to discontinue its implementation or the threat of not achieving planned indicators set out in the project proposal;

   f) ensuring keeping to the principle of equal opportunities and non-discrimination, as well as equal opportunities for men and women within the partnership, in accordance with the Wytyczne w zakresie realizacji zasady równości szans i niedyskryminacji, w tym dostępności dla osób z niepełnosprawnościami oraz równości szans kobiet i mężczyzn w ramach funduszy unijnych na lata 2014-2020 (Guidelines for the implementation of the principle of equal opportunities and non-discrimination, including accessibility for people with disabilities and equal opportunities for women and men in the EU funds for 2014-2020) guidelines, available on the website: https://www.funduszeeuropejskie.gov.pl/media/2470/Wytyczne_zasady_rownosci_szans12052015.pdf;

   g) coordination of the partnership’s actions for the dissemination of information about itself and its goals;
h) ensuring the compliance with the provisions of ustawa z dnia 29 stycznia 2004 r. - Prawo zamówień publicznych (Dz. U. z 2013r. poz. 907, z późn. zm.) – Polish national regulation, hereinafter referred to as the Public Procurement Act;

i) keeping to the rule of durability of the project, as described in Article 71 of the Regulation of the European Parliament and of the Council (EU) No 1303/2013 of 17 December 2013, laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006.

2. The Leading Partner is obliged to cooperate with external entities that perform evaluation study commissioned by the Managing Authority or any other entity that has entered into an agreement with the Managing Authority for the implementation of the evaluation, by providing each time on the request of these entities documentation and information on the implementation of the Project, necessary to perform the evaluation study.

3. Partner No 1 authorizes the Leading Partner to represent it before the Managing Authority, as well as third parties during actions connected to the implementation of the Project, provided that the mandate does not authorize the Leading Partner to incur liabilities on behalf of Partner No 1.

§ 3

1. The responsibility for the implementation of project tasks, as well as keeping the durability and monitoring lies on the Leading Partner.

2. Partner No 1 is responsible for making his own contribution to the project by transferring ownership to the Leading Partner of the resources in the form of:

   a) financial contribution in the amount of 2,250,000.00 PLN (in words: two million two hundred fifty thousand PLN) to the bank account of the Leading Partner within the period specified in a separate agreement, but not later than 31.12.2020;

   b) in-kind contribution, the value of which for the day of application is not less than 15,750,000.00 PLN (in words: fifteen million seven hundred fifty thousand PLN) within the period specified in a separate agreement, but not later than 31.12.2020, subject to the provisions of paragraphs 3 and 4.

3. The in-kind contribution, referred to in paragraph 2 must be consistent with the “Wytyczne w zakresie kwalifikowalności wydatków w ramach Europejskiego Funduszu Rozwoju Regionalnego, Europejskiego Funduszu Społecznego oraz Funduszu Spójności na lata 2014-2020” (Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020) guidelines dated 19.09.2016 and may include the intangible assets and/or new fixed assets that have not been financed by public funds within 7 years prior to their transfer to the project.

4. The value of in-kind contribution calculated on the basis of the following formula should be confirmed by an independent auditor.
\[ Wrz = \min \left( \frac{Kw}{Sa + Sp}; Wr \right) \]

where:

- \( Wrz \) – the value of the in-kind contribution for 1 unit of an asset
- \( Kw \) – the costs of production of this asset
- \( Sa \) – the total sales volume of the asset so far (pieces)
- \( Sp \) – the total expected sales volume of the asset (pieces)
- \( Wr \) – market value of the asset

\( Wrz \) cannot exceed current market value of the specific asset.

5. **Partner No 1** does not receive funding and is not responsible for the implementation of the project in terms other than that stated in this agreement.

6. In exchange for the contribution made by the **Partner No 1**, the **Leading Partner** pledges to:
   a) provide **Partner No 1** access to the infrastructure created during the implementation of „Śląskie Centrum Inżynierskiego Wspomagania Medycyny i Sportu – Assist Med Sport Silesia” project on preferential terms by taking into account a discount compared to the prices on the pricelist for the provision of infrastructure, where the amount of discounts granted does not exceed the value of the amount contributed by **Partner No 1** calculated on the date of application;
   b) place in a visible place the information about the participation of the **Partner No 1** in the creation of infrastructure;
   c) consult any change to the Research Agenda with **Partner No 1** and take into account the demands in terms of research priorities.

§ 4

1. The **Parties** undertake:
   a) to allow authorized entities to carry control operations, including granting access to their sites and premises, as well as the location of the tasks implemented directly by the **Parties** of the agreement or contractors, to provide information and explanations to the entity carrying out the inspection;
   b) cooperation with the **Leading Partner** in taking corrective action or the indication of the use of recommendations, arising from the post-control information issued by the Managing Authority or other authorized inspection bodies;
   c) cooperation with external entities that perform evaluation study commissioned by the Managing Authority by providing at each request of those entities or the **Leading Partner** documents and information on the implementation of the project, necessary to carry out the evaluation study;
   d) to ensure an adequate audit trail, **Partners** agree to store and share documents related to the Project in the period from the start of the Project to December 31, 2028 to ensure the availability, confidentiality and security. Said period shall be prolonged in the event of initiation of administrative or judicial proceedings related
to expenditure accounted for in the Project or at the duly justified request of the European Commission, as Partner No 1 is informed in writing.

§ 5

1. In connection with the implementation of the Agreement, the Parties shall appoint the following contact persons:
   a) The Leading Partner:
   b) Partner No 1:

§ 6

1. Parties to the agreement are solely responsible for all activities related to the implementation of the accepted task/tasks towards third parties, including liability for any losses incurred by them in connection with the implementation of task/tasks or in connection with the withdrawal of the Parties from the agreement.

§ 7

1. The Parties may propose amendments to the agreement.
2. Changes in the agreement may be made only after prior approval by all Partners.
3. Changes in the agreement that would require additional changes in the Project’s grant agreement, including its annexes, can be made only within the timeframe allowing the Leading Partner to preserve the deadlines for the changes specified in the Project’s grant agreement and require acceptance by all Partners.
4. The changes referred to in paragraph 3 cannot be inconsistent with the provisions of the grant agreement.

§ 8

1. Agreement shall enter into force on the date of signature, subject to the signing of the grant agreement concluded between the Leading Partner and the Managing Authority for the duration of the financing of the Project.

§ 9

1. The agreement may be terminated prior to the date specified in the grant agreement in the following cases:
   1) by common agreement between the Parties;
   2) in case of circumstances preventing further execution of obligations under the agreement;
3) in case of failure to obtain the grant for the project;
4) in case of termination of Project’s grant agreement;

2. In the event of a breach or non-fulfillment of the obligations under the agreement or grant agreement of the project by one or more Partners, other Partners (including the Leading Partner) may terminate this agreement with the Partner / Partners violating or defaulting these obligations. The intention of the termination, referred to in the preceding sentence, must be presented to the Managing Authority by the Leading Partner. The Parties undertake to negotiate in order to ensure further the proper implementation of the Project, including the possibility and form of the continuation of the task/tasks entrusted to the Partner, with which, as a result of notice, the agreement was terminated.

§ 10

1. Any disputes that may arise in connection to the implementation of the agreement, the Parties shall endeavor to resolve amicably.

2. In case of inability to settle the dispute in the manner specified in paragraph 1, the Parties agree unanimously that the dispute shall be submitted to a court with jurisdiction over the Leading Partner’s registered address.

3. In cases not covered by the agreement, the relevant provisions of Polish national law and EU law apply.

§ 11

This agreement has been made in 2 identical copies, one for each of the Partners.

Signatures:

On behalf of the Leading Partner: ……………………………..

On behalf of the Partner No 1: ……………………………..