



**CONTRACT FOR COOPERATION IN THE GRANT PROJECT SOLUTION
for**

multiple beneficiaries project within the ERASMUS+1 programme¹

Agreement number: 2014-1-CZ01-KA202-002022/08

Palacký University in Olomouc

ID NO.: 61989592

Křížkovského 8, 771 47 Olomouc

PIC – Participant Identification Code: 999649506,

Bank account details:

Bank name: Komerční banka, a.s.

Address of branch: Na Příkopě 33 č. 969, 114 07, Praha 1

Full name of account holder: Univezita Palackého v Olomouci

Full account number (including bank codes): 107-8693140247/0100

IBAN: CZ87 0100 0001 0786 9314 0247

SWIFT (for EUR accounts only): KOMBCZPXXX

Currency of the account: EUR

hereinafter referred to as “the Project Coordinator”, represented for the purpose and within the scope of this Agreement by:

prof. Mgr. Jaroslav Miller, M.A., Ph.D., Rector UP

and

University of Prešov

ID NO: 17 070 775

17. Novembra 15, Prešov, Slovakia

PIC – participant Identification Code: 949160230

hereinafter referred to as “the Project Partner”, represented for the purpose and within the scope of this Agreement by:

René Matlovič, Rector

¹Regulation (EU) No. 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing 'Erasmus+': the Union programme for education, training, youth and sport and repealing Decisions No 1719/2006/EC, No 1720/2006/EC and No 1298/2008/EC

HAVE ENTERED INTO THE FOLLOWING AGREEMENT

pursuant to provisions of Section 1746 2 of Act 89/2012 Coll., Civil Code, as amended, the Parties hereto enter into the following agreement:

I. Introductory Provisions

1. The National Agency in the Czech Republic - Dům zahraniční spolupráce (Centre for International Cooperation in Education) - pursuant to the provisions set out in Special Terms, General Terms and other Annexes to the Grant Agreement, has decided to award the grant for the project titled **Integration without Borders** (hereinafter referred to as “the Project”) in the framework of the Erasmus+ Programme, Key Action 2: Strategic Partnerships, as described in Annexes hereto. The Coordinator is the Project Coordinator.
2. This Agreement has been entered into as a follow-up to the Grant Agreement No. 2014-1-CZ01-KA202-002022 concluded by and between the Coordinator and the Czech National Agency “Dům zahraniční spolupráce (Centre for International Cooperation in Education) of 5th December 2015 (hereinafter referred to as “the Grant Agreement”), with a view to adjust and establish specific terms and conditions for the collaboration between the Coordinator and the Project Partner in relation to Annexes that constitute integral parts hereof.
3. In case of discrepancy between this Agreement and its Annexes hereto, this Agreement shall take precedence. Terms and conditions set out in Annex 1 take preference over Annex 2.
4. Annexes to this Agreement include:
 - Annex 1 – English version of the Grant Agreement No. 2014-1-CZ01-KA202-002022, including Annex III – Financial and Contractual Rules
 - Annex 2 – English version of the General Terms of Erasmus+ (Part II to the Grant Agreement)
 - Annex 3 – Authorized budget and financial rules
 - Annex 4 – Project proposal
5. With respect to this Agreement and the Project itself, the following parts of Annex 2 - General Terms shall not apply:
 - II.16.2.1 to II.16.2.4,
 - II.16.2.6,
 - II.16.4.1 to II.16.4.3 and
 - II.16.4.5.
6. This Agreement is a follow-up to the MANDATE signed by the Project Partner as of 24th. April 2014, attached as Annex to the project award application, through which the Project Partner has given its consent to the terms and conditions set out in the project application, project terms and conditions, Grant Agreement terms and conditions, and through which the Project Partner has mandated the Coordinator to sign the same on the former's behalf. Under the MANDATE, the Project Partner is also obliged to provide the Coordinator with all reasonable cooperation during the implementation and to provide the latter upon the latter's request with all necessary documents. Conclusion of

this Agreement is without prejudice to the MANDATE. This Agreement only specifies the activities arising to the Project Partner from its participation in the project.

II. Commitment

1. The parties hereto undertakes to always inform the other party without undue delay about all and any events that may or actually cause changes in the commitment hereunder or may hinder the achievement of any goals of the project.
2. The parties hereto are obliged to provide each other with all necessary cooperation which may be reasonably required to achieve the purpose of this project and its goals.
3. By appending their signatures hereinbelow the parties hereto undertake to implement the project in compliance with this Agreement, its Annexes, legal regulations and other project terms and conditions under the Erasmus+ programme, with a view to achieve the project goals, while using a mutual cooperation for management of the project funds and resources.

III. Project duration

1. This Agreement comes into force upon its signing by both parties hereto. The parties hereto declare they were aware of the content hereof before the signing as indicated in the verbal arrangement made in their meeting of December 2014 and that they have adhered to this Agreement during the implementation of the project on the basis of the MANDATE, even before the effective date hereof.
2. The project could be implemented in compliance with the Erasmus+ rules in the period from 1 September 2014 to 31 August 2016, including these dates. The project activities implemented before the signing of the Grant Agreement must be reasonably proven to be in relation to the project approved. The cost eligibility decisive date shall be the issue of the letter of approval by the National Agency, i.e. 23 September 2014
3. Labour costs of the Project Partner may only be charged after the signing of the Grant Agreement, i.e. from 5th December 2015.

IV. Financial and other conditions of the project

1. The maximum amount of the grant within the project is **EUR 112,930.00**. The Grant shall be provided in the form of unit contributions and compensations for the eligible actually incurred costs pursuant to the terms and conditions set out in Annexes hereto. Terms and conditions for the transfer of resources within the budget are also governed by Annexes hereto. The transfer of resources within the budgets may only be carried out by the Partner with the previous consent of the Coordinator.
2. The Project Partner shall be provided a share in the grant in the following maximum amount:

5 825 EUR

Financial rules for the Erasmus+ grant, key activities of Erasmus+ are governed by the financial rules as set out in the Erasmus+ Guide, available at

http://ec.europa.eu/programmes/erasmus-plus/documents/erasmus-plus-programme-guide_en.pdf

and the Annex 3 – Authorized budget and financial rules

3. **Critical outputs** of the project are as follows:

Output identification: 1

Output title: Key competences of social worker for integration of minorities.

The partner's responsibilities for critical outputs are followed:

O1-A1 – Webpage of the project: UPOL

O1-A2 – Exchange of good practice in integration: all partners

O1-A3 – Collection of experience of good practice: all partners

O1-A4 – Elaboration of individual reports: all partners

O1-A5 – Preparation of supporting material SET1: EDIW, NADEZ, UPOL

O1-A6 – First draft circulation: EDIW, NADEZ, UPOL

O1-A7 – Development and definition and levels of competences SET1: EDIW

O1-A8 – systematization of experience: EFFM

O1-A9 – Mapping realities, needs and potential: all partners

O1-A10 – Development of definition and level competences SET2: EDIW

O1-A11- Preparation of supporting materials SET2: EDIW, NADEZ, EFFM

O1-A12 – Publication of material: PRO.DO.C.S

4. **Dissemination actions** covered by the project are as follows:

E1 - Event identifier: 1

Event title: First meeting in Olomouc

Responsibility: UPOL, SmOL

E2 - Event identifier: 2

Event title: Second meeting in Satu Mare

Responsibility: UPOL, Charitas Satu Mare

E-3 - Event identifier: 3

Event title: Final meeting in Olomouc

Responsibility: UPOL, SmOL

5. **Transnational learning/teaching/training activities** are in responsibility of:

C1 - Education Cultura y Solidaridad

C2 - Charitas Satu Mare

V. Due dates and financing

1. Reporting and terms of payment in relation to the Coordinator and the Project Partner shall adhere to the following provisions.
2. Project Partner's bank account:

3.

Bank name: Štátna pokladnica
Address of branch: Radlinského 32
Full name of account holder: Prešovská Univerzita v Prešove
Full account number (including bank codes): SK18 8180 0000 0070 0035 4636
IBAN: SK18 8180 0000 0070 0035 4636
SWIFT (for EUR accounts only): SPSRSKBA
Currency of the account: EUR

The account must be held and administered in EUR.

4. **Pre-financing payment**

The Coordinator hereby undertakes to send the first portion of pre-financing payment, amounting to 60% of the maximum share in the grant - as stipulated in Article IV (2), i.e. **3 495 Eur** (first portion of pre-financing payment) to the Project Partner via wire transfer to the latter's bank account specified in paragraph 2 of this Article. The payment shall be made in EUR within 30 days of this Agreement coming into force.

The Coordinator hereby undertakes to send the second portion of pre-financing payment, amounting to 20% of the maximum share in the grant - as stipulated in Article IV (2), i.e. **1 165 Eur** (second portion of pre-financing payment) to the Project Partner via wire transfer to the latter's bank account specified in paragraph 2 of this Article. The payment shall be made in EUR within 30 days of the date the second instalment is actually credited to the Coordinator's bank account by the National Agency, which is stipulated in the Grant Agreement as 31 March 2015.

5. **Interim Report**

The Project Partner hereby undertakes to compile and send to the Coordinator the Interim Report on the project progress and the withdrawals from the budget for the period starting at the commencement of the project implementation until 31 August 2015. The report shall be sent by the deadline of **31 August 2015** and in the scope stipulated by the Coordinator.

6. **Final Report and request for payment of the balance**

The Project Partner is obliged to compile within 10 days of the project completion, as specified in Article III (2) herein, i.e. by **10 September 2016**, the Final Report on the implementation of the project. This report must contain the information needed to justify the contribution requested on the basis of unit contributions for and on behalf of the Project Partner. This report shall be compiled by the Coordinator into the form of a final report covering the entire project which will later be considered as an application for the balance of the grant contribution. The Final Report by the Project Partner is considered by the Coordinator as the Project Partner's application for final payment of the portion of the grant contribution that belongs to the former. The Project Partner shall guarantee that the information provided in its final report is full, reliable and true. The Project Partner shall also guarantee that the costs incurred can be considered eligible in accordance with the Agreement and its Annexes and that the request for payment of the

balance is substantiated by adequate supporting documents that can be produced in the context of the checks or audits.

7. Balance

The one-off payment of the balance is intended to reimburse or cover after the end of the period, set out in Article III (2) of this Agreement, the remaining part of the eligible costs incurred by the Project Partner for the Project implementation. The total amount of the balance will be determined following the approval of the final report on the entire project by the National Agency. The amount of balance assigned to the Project Partner shall be appropriately determined by the Coordinator.

The Coordinator undertakes to send the balance to the Project Partner via wire transfer to the latter's bank account indicated in Article V (2) herein. The payment shall be made in EUR within 30 days of the date the relevant amount has been actually credited to the Coordinator's bank account by the National Agency, which is stipulated in the Grant Agreement within 60 days of the receipt by the National Agency of the complete final report and all the referenced documents.

Where the Project Partner has failed to submit the interim report or final report within the stipulated period, the Project Coordinator shall send a formal reminder to the Project Partner within 5 calendar days of the deadline. If the Project Partner still fails to submit such a report within 15 calendar days following this reminder, the Coordinator shall reserve the right to terminate the Agreement and request the refund of the full amount of pre-financing payments.

8. Reports and further communication with the Coordinator shall take place in English.
9. Notwithstanding the provisions of Article II.17.6 in Annex 2 - General Terms, all and any conversions of costs incurred in other currencies shall be made by the Project Partner as per the daily exchange rate established by the European Central Bank and published on its website² to EUR. If the Project Partner has its account in EUR, it shall convert the costs incurred in other currencies to EUR according to its best accounting practices.
10. If Annexes hereto set out to the Project Partner any other obligations outside the scope of this Article and if such obligations has different deadlines, the Project Partner undertakes to provide the Coordinator with the necessary documents within 30 days of such a deadline (unless otherwise agreed on an individual basis), so that the Coordinator may hand out the relevant deliverables (output) or may fulfil its obligation by the deadline stipulated in Annex hereto.

VI. Contact data:

1. All and any communication addressed to the Coordinator shall be sent to the following address:
Univerzita Palackého v Olomouci
Department of Christian social work
Na Hradě 5
779 00 Olomouc
Contact person: Mgr. Eva Krutílková

² <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>

Email:

2. All and any communication addressed to the Project Partner shall be sent to the following address:

University of Prešov

Institute of Romani Studies

Ul. 17. novembra č.1

080 01 Prešov

Slovakia

Contact person: Mgr. Alexander Mušinka, PhD.

Email:

VII. Protection and safety of participants

1. The parties hereto undertake to adopt any reasonable measure to warn the mobility participants of the necessity establishing a proper insurance.

VIII. Final provisions

1. The Project Partner is hereby obliged to arrange for the licence covering the project deliverables (outputs) and to send these in a timely manner in the electronic form, and to license the performance of property rights concerning these deliverables to the Coordinator in the reasonable scope so that the latter may provide the licence in accordance with Article I.10.2. in Annex 1 - Grant Agreement.
2. Rights and duties of the Parties hereto that are not explicitly governed by this Agreement and its Annexes, shall adhere to the legislation of the Czech Republic, primarily the Civil Code and applicable EC/EU regulations and other terms and conditions of the Erasmus+ project that are available on the website of this project and at the National Agencies of individual countries.
3. The Parties hereto undertake to settle amicably all and any disputes that may arise in connection with this Agreement. If any dispute cannot be settled on amicable terms, the Parties hereto acknowledge that the law court exclusively competent to decide in the disputes arising from or in connection with this Agreement, is the general court of the Coordinator in compliance with the Czech legislation.
4. All and any amendments to this Agreement may only be made in the form of a written appendix with indicated date, bearing the signatures of the authorised representatives of both the Parties hereto appended in a single sheet of paper. The Parties hereto undertake to conclude an appendix to this Agreement if there is any change occurring between the Coordinator and the National Agency. Such an appendix shall be made without undue delay as soon as the change is communicated by the Coordinator to the Project Partner.
5. This Agreement has been drawn up in English in four copies of the original validity. Each Party hereto shall receive two copies thereof.
6. The parties hereto have read this Agreement and understand its provisions, in witness whereof and as free act and deed they append their signatures hereinbelow.

for and on behalf of the Coordinator

Olomouc, date2015

for and on behalf of the Project Partner

In Prešov, date2015

prof. Mgr. Jaroslav Miller, M.A., Ph.D
Rector

seal:

prof. RNDr. René Matlovič, PhD.
Rector

seal: