



LIFELONG LEARNING PROGRAMME

Erasmus+ Strategic Partnerships Key Action 2

SECTOR: Strategic Partnerships for vocational education and training

PROJECT TITLE: Make Biology Fun with Virtual Reality

PROJECT NUMBER: 2020-1-SK01-KA201-078297

CONTRACT BETWEEN THE PROJECT COORDINATOR AND THE PARTNER

This contract, drawn up under the Erasmus+ Programme Key Action 2 (Programme Decision 2013/C 362/04), shall govern relations between:

Ústav ekológie lesa SAV, detached workplace Arborétum Mlyňany, hereinafter referred to as "***the Coordinator***" of the afore-mentioned project, represented for the purposes of signature of this Agreement by its legal representative **RNDr. Ľubica Ditmarová, PhD., director**,

on the one part,

and

Základná škola Benkova 34, Nitra hereinafter referred to as "***the Partner***", represented for the purposes of signature of this Agreement by **PaedDr. Róbert Harmata, director**

on the other part,

which have agreed as follows:

Article 1. Subject

1. The **Coordinator** and the Partner commit themselves to carrying out the work programme covered by this contract. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project with Agreement number 2020-1-SK01-KA201-078297, signed between the **National Agency** and the **Coordinator**.

This work programme comes under the Agreement number 2020-1-SK01-KA201-078297 signed between **the Coordinator** and the **National Agency**.

The total cost of the project for the contractual period referred to by the Agreement number 2020-1-SK01-KA201-078297, all financing combined, is estimated at **252 670,-** EUR.

2. The subject matter of this contract and the related work programme are detailed in its annex A and B, and the Agreement with number 2020-1-SK01-KA201-078297 and its annexes, which form an integral part of this contract and which each party declares to have read and approved.
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project with Agreement number 2020-1-SK01-KA201-078297 pursuant to the rules laid down at Community level, particularly in the Guidelines for Administrative and Financial Management and Reporting, but shall, under no circumstances, give rise to a profit.

Article 2. Duration

1. The project referred to in Article 1 has duration of **24 months**. It starts on **1 November 2020** and ends on **31 October 2022**.
2. This contract enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in Article 7.1.
3. The period of eligibility of the costs starts on **1 November 2020** and finishes on **31 October 2022**.

Article 3. Obligations of the Coordinator

The Coordinator shall undertake:

1. To take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement concluded between the **National Agency** and the **Coordinator**;

2. To send to the **Partner** a copy of the Agreement number 2020-1-SK01-KA201-078297 and its annexes, concluded with the National Agency, of the Guidelines for Administrative and Financial Management and Reporting, of the various reports and of any other official document concerning the project;
3. To notify and provide the **Partner** with any amendment made to the Agreement number 2020-1-SK01-KA201-078297 concluded with the National Agency;
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;
5. To comply with all the provisions of Agreement number 2020-1-SK01-KA201-078297 binding the **Coordinator** to the **National Agency**.

Article 4. Obligations of the Partner

The Partner shall undertake:

1. To take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement number 2020-1-SK01-KA201-078297 concluded between the **National Agency** and the **Coordinator**;
2. To comply with all the provisions of Agreement number 2020-1-SK01-KA201-078297 binding the **Coordinator** to the **National Agency**;
3. To communicate to the **Coordinator** any information or document required by the latter that is necessary for the management of the project;
4. To accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
5. To define in conjunction with the **Coordinator** the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

Article 5. Financing

1. The total Erasmus+ contribution for the Partner shall be a maximum amount of **34 510,- EUR**.

Article 6. Co-financing

The Partner's financial contribution to the project amounts to **0 EUR**. (25% contribution only for exceptional costs approved)

Article 7. Payments

1. The **Coordinator** commits himself to carrying out payments, relating to the subject matter of this contract to the Partner according to the achievement of the tasks and according to the following schedule:
 - **1st pre-financing payment:** 40 % upon signing of the internal contract and after the National Agency releases the first pre-financing payment to the Coordinator.
 - **2nd payment:** 40 % upon completion of agreed tasks, outputs in the work plan and approval of the 1st and 2nd claim and other reports in electronic and paper version and timely submission of all information necessary to prepare the Progress Report and after approval of the quality of the outputs by the National Agency.
 - **Final payment:** up to 20 % of the remaining subsidy – the balance based on approved costs will be paid once the partner's contractual duties have been fully met and all the necessary supporting documentation has been received, and after the National Agency approves the final report and releases the balance payment to the Coordinator.
2. All payments shall be regarded as advances pending explicit approval by the **National Agency** of the final report, the corresponding cost statement and the quality of the results of the project.

Article 8. Bank account

Name of bank: Prima Banka Slovensko a.s.

Address of branch: Akademická 1651/1A, 949 01 Nitra

Precise denomination of account holder:

Full address of bank holder: Benkova 34, 949 11 Nitra

Full account number (including bank codes): EUR/0861266011/5600

IBAN: SK37 5600 0000 0008 6126 6011

SWIFT: KOMASK2X

Article 9. Reports

1. The Partner shall provide the **Coordinator** with any information and documents required for the preparation of interim reports and, where appropriate, with certified copies of all the necessary supporting documents *completed and signed by the legal representative* by the deadlines and for the periods specified below:
 - **By 15 May 2021** – for the activities during the period of 1 November 2020 – 30 April 2021;
 - **By 15 December 2021** – for the activities during the period of 1 May 2021 – 31 October 2021;

- **By 15 May 2022** – for the activities during the period of 1 November 2021 – 30 April 2022;
 - **By 15 December 2022** – for the activities during the period of 1 May 2022 – 31 October 2022;
2. The Partner shall provide the **Coordinator** with any information and documents required for the preparation of the final report and, where appropriate, with certified copies of all the necessary supporting documents covering the whole duration of the project *completed and signed by the legal representative* by **15 December 2022** at the latest.

Article 10. Monitoring and supervision

1. The Partner shall provide without delay the **Coordinator** with any information that the latter may request from the Partner concerning the carrying out of the work programme covered by this contract.
2. The Partner shall make available to the **Coordinator** any document necessary making it possible to check that the aforementioned work programme is being or has been carried out.
3. The obligations described in Article II.19 of the General Conditions of the Agreement 2020-1-SK01-KA201-078297 apply *mutatis mutandis* to the coordinator and partner.

Article 11. Liability

1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this Agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.
2. The Partner shall protect the **Coordinator** and its personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract, to the extent that these damages are not due to the serious or intentional negligence of the **Coordinator** or its personnel.

Article 12. Termination of the contract

1. The **Coordinator** may terminate the contract if the Partner has inadequately discharged or failed to discharge any of the 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.
2. The Partner shall immediately notify the **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 13. Jurisdiction clause

1. Failing amicable settlement, the Courts of Slovak Republic shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
2. The law applicable to this contract shall be the law of the Slovak Republic.

Article 14. Amendments or additions to the contract

Amendments to this contract shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this contract.

Annexes

- A) Contract and annexes between coordinator and SAAIC
- B) Detailed budget relating to the activities of the Partner (costs associated with the activities and sources of financing).

SIGNATURES

For the **Partner**,
PaedDr. Róbert Harmata, director

For the **Coordinator**,
RNDr. Ľubica Ditmarová, director

[signature]
Done at Nitra,

Základná škola
Benkova 34
NITRA

[signature]
Done at Zvolen, 23 11 2020

ÚSTAV EKOLÓGIE LEŠA
Slovenskej akadémie vied
Štúrova 2
960 53 ZVOLEN
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Done in two copies in English.

ANNEX A Contract and annexes between coordinator and SAAIC

ANNEX B Detailed budget relating to the activities of the Partner

PARTNER BUDGET

Project reference : 2020-1-SK01-KA201-078297
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A. Budget Headings	
Management and implementation	6000,00
Travel costs	3450,00
Intellectual outputs	21060,00
Multiplier Events	4000,00
Total	34510,00