



ERASMUS+ Key Action 2:
Cooperation for Innovation and Exchange of Good Practices
Sector Skills Alliances

Project **GREEN WHEELS - Operation, Repair and Service of Hybrid and Electric Cars**
with multiple beneficiaries under programme ERASMUS+ Key Action 2: Cooperation for
innovation and exchange of good practices- Sector Skills Alliances
GRANT AGREEMENT n° 2016-2966/001-001

PROJECT n° 575014-EPP-1-2016-1-CZ-EPPKA2-SSA

CONTRACT BETWEEN THE BENEFICIARY AND THE PARTNER ¹

This contract, drawn up under the programme ERASMUS+ Key Action 2: Cooperation for innovation and exchange of good practices- Sector Skills shall govern relations between:

Centre for Modern Education (CZ), s.r.o.,
Společnost s ručením omezeným,
IČO: 25631659,
DIČ: CZ25631659,
Address: Pobřežní 34, 186 00 Praha 8, Česká republika

hereafter named "**the Beneficiary**", represented by Jan Kala, Managing Director authorised to sign legal documents on behalf of the company

on the one hand

and

Name of institution: Štátny inštitút odborného vzdelávania
State Institute of Vocational Education and Training
Registration number: 173 148 52
VAT registration number: -
Address: Bellova 54/a, 837 63 Bratislava 37

¹ The **Beneficiary** is not allowed to change any articles in model contract as set out by the **Education, Audiovisual and Culture Executive Agency (EACEA)**. He shall be entitled to add other articles to those indicated here; however the added articles must not be in conflict with the model contract set out by the EACEA and with the Grant agreement between the EACEA and the Beneficiary.

called hereafter “**the Partner**”, represented for the purposes of signature of this agreement by Mr. JUDr. Ing. Michal Bartók, director authorised to sign legal documents on behalf of the company,

on the other hand,

which have agreed as follows:

Article 1/Subject

1. This Grant Agreement governs the relationship between the parties, and their rights and obligations with respect to their participation in actions under the Grant Agreement to: Project with multiple beneficiaries ERASMUS + KA2, Cooperation for innovation and exchange of good practices- Sector Skills Alliances, project number **575014-EPP-1-2016-1-CZ-EPPKA2-SSA** (hereinafter referred to as the Grant Agreement) This Grant Agreement n° **2016-2966/001-001** was concluded between the **Education, Audiovisual and Culture Executive Agency**, hereafter named **EACEA** and the **Beneficiary**.
2. The total eligible cost of the action for the period of eligibility of costs referred to by the Grant Agreement n° **2016-2966/001-001** as amended, all financing combined, is estimated at **1 328 549 EUR** (including all taxes and duties).
3. The maximum Erasmus + programme contribution to cover expenditure incurred by the members of the Partnership participating in the programme shall be **1 328 549 EUR** (including all taxes and duties), the maximum amount for the Partner is **64 140 EUR**.
4. The payment of the balance shall depend on the evaluation of the quality of the results of the action pursuant to the rules laid down at Community level in compliance with the General Call for Proposals 2016, but shall, under no circumstances, give rise to a profit.
5. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the action under the Grant Agreement n° **2016-2966/001-001** passed between **EACEA** and the **Beneficiary**.
6. The subject matter of this contract and the related work programme are detailed in the annexes, which form an integral part of this contract and that each party declares to have read and approved.

Article 2/Duration

1. The action referred to in Article I has a duration of **36 months**. It starts **November the 1st 2016** and ends on **October the 31th 2019**.

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 IV of the Grant Agreement n° **2016-2966/001-001** concluded between **EACEA** and the **Beneficiary**.
3. The period of eligibility of costs starts on **November the 1st 2016** and ends on **October the 31th 2019**.

Article 3/Obligations of the Beneficiary

The Beneficiary 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 Grant Agreement concluded between **EACEA** and the **Beneficiary**;
2. to send to the Partner a copy of the Grant Agreement n° **2016-2966/001-001** and its annexes, concluded with the **EACEA**, copy of the various reports and of any other official documents concerning the project;
3. to notify and provide the Partner with any Amendments made to the Grant Agreement n° **2016-2966/001-001** concluded with **EACEA**;
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 Grant Agreement n° **2016-2966/001-001** binding the **Beneficiary** to the **EACEA**.

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 Grant Agreement n° **2016-2966/001-001** concluded between **EACEA** and the **Beneficiary**;
2. to deliver the assigned project tasks stated in the Annex 1 of this contract, and as described in the project proposal;
3. to comply with all the provisions of Grant Agreement n° **2016-2966/001-001** binding the **Beneficiary** to the **EACEA**;
4. to communicate to the **Beneficiary** any information or document required by the latter that is necessary for the management of the project;

5. to accept responsibility for all information communicated to the **Beneficiary**, including details of costs claimed and, where appropriate, ineligible expenses;
6. to define in conjunction with the **Beneficiary** 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 expenditure to be committed by the Partner for the period covered by this contract is estimated at **64 140 EUR** (including all taxes and duties).
2. The Erasmus + Programme contribution for the Partner shall be a maximum amount of **64 140 EUR**.

Article 6/Payments

1. The **Beneficiary** 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 payment: **20%** within 30 days of the entry into force of this agreement

2nd payment: **20%** after:

- spending of 100% of the first payment and
 - after first progress and financial report is submitted by Partner and approved by Beneficiary
- (both conditions must be fulfilled)

3rd payment: **20%** after:

- spending of 100% of the second payment and
 - after approval of the interim report by the EACEA and
 - after Beneficiary receives the 2nd payment from the EACEA (after ½ of the project duration)
- (all conditions must be fulfilled)

4th payment: **20%:**

- spending of 100% of the third payment and
 - after progress and financial report is submitted by Partner and approved by Beneficiary
- (both conditions must be fulfilled)

5th payment: up to **20%** (based on the final partner cost approved by EACEA) after

- final report is approved by Beneficiary and EACEA and
- after Beneficiary receives the final payment from the EACEA (both conditions must be fulfilled) - final activity report and final financial report including all support documents, incl. accounting documents, has to be delivered to the Beneficiary after the final closure of project activities and final closure of accounting related to the project, latest by Nov 15th 2019.

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2. All payments shall be regarded as advances pending explicit approval by the **EACEA** of the final report, the corresponding cost statement and the quality of the results of the project.
 3. Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the Erasmus + Programme financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the **Beneficiary** in order for the **Beneficiary** to be able to fill out the final report concerning the action (Grant Agreement n° **2016-2966/001-001**).
 4. The payment of the balance can be adapted to take into account the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure.

Article 8/ Partner bank account

References of the bank account opened in the name of the Partner into which the funds allocated to the Partner will be paid:

Name of bank: Štátna pokladnica

Address of branch: Radlinského 32, 810 05 Bratislava 15

Precise denomination of account holder: Štátny inštitút odborného vzdelávania

Account currency: EUR

Full account number (including bank codes): 000000 7000409430 8180

IBAN: SK2481800000007000409430

SWIFT CODE: SPSRSKBA

Article 9/Reports

1. The Partner shall provide the **Beneficiary** with any information and document required for the preparation of the progress (interim) report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by **May 5th 2018** at the latest.
2. The Partner shall provide the **Beneficiary** with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **November 15th 2019** at the latest.

Article 10/ Monitoring and supervision

1. The Partner shall provide without delay the **Beneficiary** with any information that the latter may request from him concerning the carrying out of the work programme covered by this contract.

2. The Partner shall make available to the **Beneficiary** any document making it possible to check that the aforementioned work programme is being or has been carried out.
3. The obligations described in Article II. 27 of the Grant Agreement n° **2016-2966/001-001** apply *mutatis mutandis* to the Beneficiary 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 contract, 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 **EACEA**, the **Beneficiary** and their 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 **EACEA**, the **Beneficiary** or their personnel.

Article 12/Termination of the contract

1. The **Beneficiary** 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 to the Partner by registered letter has remained without effect for 1 month.
2. The Partner shall immediately notify the **Beneficiary**, 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 Prague 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 Czech Republic.

Article 14/ Amendments or additions to the contract

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

The **EACEA** must be informed by Beneficiary about all Contract Amendments before their signature.

Annexes

1. Description of the Partner's tasks.
2. Detailed budget of the Partner

Done at Prague, in two copies.

For the **Beneficiary**,

The legal representative
Jan Kala, Managing Director

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December 1st 2016

For the **Partner**,

The legal representative
JUDr. Ing. Michal Bartók, Director

.....

December 1st 2016

Annex 1: Description of the Partner's tasks

SIOV

- Management of WP 8- Teacher Trainings
- Managing the design and structure of the online and offline mentoring and training system
- Expert input on the design of the ECVET for this study field (hybrid and electric vehicles maintenance and repair)
- Provide guidelines and suggestions for integrating the new educational content into the VET schools' curricula
- Participate in partner group meetings and provide consultancies
- Participate in the project management and the quality management
- Dissemination of the project results

Annex 2 : Partner detailed unit costs allocation

Workpackage Number	Manager		Teacher		Technician		Administrative	
	Days number	Total unit costs assign	Days number	Total unit costs assign	Days number	Total unit costs assign	Days number	Total unit costs
WP 1	105	11 130 €	0	- €	0	- €	20	940 €
WP 2	5	530 €	20	1 760 €	0	- €	10	470 €
WP 3	0	- €	1	88 €	0	- €	0	- €
WP 4	19	2 014 €	0	- €	0	- €	9	423 €
WP 5	0	- €	0	- €	0	- €	0	- €
WP 6	0	- €	15	1 320 €	0	- €	5	235 €
WP 7	0	- €	0	- €	0	- €	0	- €
WP 8	67	7 102 €	152	13 376 €	0	- €	117	5 499 €
WP 9	10	1 060 €	70	6 160 €	0	- €	15	705 €
WP 10	20	2 120 €	15	1 320 €	0	- €	20	940 €
WP 11	4	424 €	72	6 336 €	0	- €	4	188 €