

**Agreement number: 2017-1-LU01-KA202-023927**

**Project name: Paint Tutors Up (PaintUp)**

**Program Erasmus + Key Action 2 “Strategic Partnership for vocational education and training”**

<b>CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER</b>
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This Agreement, drawn up under the Programme Erasmus + Key Action 2 (Regulation 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) is concluded between:

On the one part

**Union Internationale des Entrepreneurs de Peinture asbl (UNIEP)**  
**2, Circuit de la Foire Internationale**  
**L-1347 Luxembourg**  
**Pic N. 998323419**

represented for the purposes of signature of this Agreement  
by **President, Mr. Helmut SCHULZ**

hereinafter known as “the Coordinator”

and

on the other part

**Statny Institut Odborneho Vzdelavania (SIOV)**  
**54/A, Bellova**  
**SK-83663 Bratislava**  
**Pic N. 941672606**

represented for the purposes of signature of this Agreement  
by **Head Department Director, Mr Michal BARTOK**

hereinafter known as “the Partner”

which have agreed as follows:

**Article 1/ Subject**

1. Having regard the Regulation (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, the Coordinator and the Partner shall undertake to carry out the work programme covered by this Agreement.

This work programme shall be as set out in Agreement No 2017-1-LU01-KA202-023927 concluded between the Coordinator and National Agency (NA).

2. The maximum Erasmus + contribution for the contract period to cover expenditure incurred by the members of the Partnership participating in the programme shall be 159.588,00 EUR.
3. The final financial contribution shall depend on the evaluation of the results of Project No 2017-1-LU01-KA202-023927 pursuant to the rules laid down at Community level, particularly in the Administrative and Financial Handbook, but shall, under no circumstances, give rise to a profit.
4. This Agreement shall regulate relations between the parties and their respective rights and obligations arising from their participation in Project No 2017-1-LU01-KA202-023927.
5. The subject matter of this Agreement and the work programme relating thereto are specified in the annexes which form an integral part of this Agreement and which each party states that it has read and approved.

## **Article 2/ Duration**

This contract shall enter into force on 02 / 10 / 2017 for a period of duration of 24 months and shall terminate on 01 / 10 / 2019.

The period for eligibility of costs shall begin on 02 / 10 / 2017 and end 01 / 10 / 2019.

## **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 Agreement, in accordance with the objectives of the project as set out in the Agreement concluded between the National Agency and the Coordinator;
2. to transmit to the Partner a copy of Agreement No 2017-1-LU01-KA202-023927 and the annexes thereto concluded with the National Agency, the Administrative and Financial Rules, the various reports and any other official document relating to the project;
3. to notify and supply to the Partner any amendments to Agreement No 2017-1-LU01-KA202-023927 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 allocation of intellectual property rights;
5. to comply with all the provisions of Agreement No 2017-1-LU01-KA202-023927 binding the Coordinator to the National Agency Erasmus + Luxembourg.

## **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 Agreement, in accordance with the objectives of the project as set out in Agreement No 2017-1-LU01-KA202-023927 concluded between the National Agency and the Coordinator;
2. to comply with all the provisions of Agreement No 2017-1-LU01-KA202-023927 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 allocation of intellectual property rights.

## **Article 5/ Financing - Description of tasks**

1. The Erasmus + Program contribution for the Partner shall be of a maximum amount of **16.994,00 EUR**
2. The Partner shall undertake to perform the tasks as described in the annexes to this Agreement.

## Article 6/ Payments

1. The Coordinator shall undertake to make payments in connection with the subject matter of this Agreement to the Partner as a function of the stage reached in the work and according to the following schedule:

1st payment: 60% within 30 days after signing Agreement of both organisations  
2nd payment: 20% after approval by NA of interim report (by 30<sup>th</sup> November 2018)  
Last payment: 20% after approval of the final report by NA (from 30<sup>th</sup> November 2019)

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.

## Article 7/ Bank account

Name of the bank	Bic Code	Precise denomination of the account holder:	Full account number (including bank codes)
Štátna pokladnica	SPSRKBA	Štátny inštitút odborného vzdelávania	SK8081800000007000064460

## Article 8/ Reports

1. The Partner shall supply the Coordinator with all the information and documentation required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by 31 / 10 / 2018 at the latest.
2. The Partner shall supply the Coordinator with all the information and documentation 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 30 / 09 / 2019 at the latest.

## Article 9/ Monitoring and supervision

1. The Partner shall without delay supply the Coordinator with any information that the latter may request from him in connection with the conduct of the work programme covered by this agreement.
2. The Partner shall make available to the Coordinator any document making it possible to check that this work programme is being or has been conducted.
3. In the event of financial and/or operational auditing by the National Agency, the European Commission, the Court of Auditors of the European Communities or any other duly authorised person, the Partner shall cooperate with the Coordinator such that the latter has all the necessary information or, should the occasion arise, with any documentary or on-the-spot control.

## Article 10/ 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 guarantee the National Agency, the European Commission, the Coordinator 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 National Agency, the European Commission, the Coordinator or their personnel.

**Article 12/ Termination of the contract**

1. The Coordinator may terminate the Agreement 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 Luxembourgish Court 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 Luxembourg.

**Article 14/ Amendments or additions to the Agreement**

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

Done in Luxembourg, on 20<sup>th</sup> September 2017, in two copies.

For the Coordinator,  
Legal representative  
Mr. Helmut SCHULZ / President

For the Partner,  
Legal representative  
Mr Michal BARTOK/ Head Department  
Director

Signature

Signature

Stamp of the organisation

Stamp of the organisation