

PE reg. no.: FI80554  
Partner reg. no.: 30807506

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## **Agreement**

Concluded by and between:

### **University of Pannonia**

address: Egyetem u. 10, HU-8200 Veszprém, Hungary  
reg. no.: FI 80554  
tax number: HU 15308816

(hereinafter: the “**Contractor**”), represented by Prof. Dr. András Gelencsér rector and Dr. Gyula Kovács chancellor on one hand and

### **The National Institute for Education**

address: Pluhová 8, 830 00 Bratislava  
reg. no.: 30807506  
tax number: 20 20 88 42 17 (we are not a VAT payer)

(hereinafter: the “**Partner**”) represented by prof. PhDr. Ľudovít Hajduk, PhD. director on the other hand, on the day below and according the following terms (hereinafter: “**Agreement**”).

The Contractor and the Partner together hereinafter are referred as to „the Parties”.

## **I. Understandings**

The Parties understand, that the Contractor have successfully applied for granting of participating in the ERASMUS+ PROGRAMME, Strategic partnerships sub-programme (project title: LELLE2 - Let's Learn How to Learn!- Learning skills development for secondary school” project no 2018-1-HU01-KA201-047839, hereinafter: “**Program**”).

- 1.1 The Parties understand that in order to identify the scope of works within the Program the Contractor committed to implement (hereinafter: “**Project**”) and to regulate the conditions of the Contractor participating in the Program the Contractor has entered into an agreement (no. of the agreement: 2018-1-HU01-KA201-047839 hereinafter: “Grant Agreement”) with the TEMPUS Közalapítvány, (hereinafter: “**Agency**”).
- 1.2 The Parties understand, that the Contractor in the application named the organisations participating in the implementation of the Project. One of the participating organisations is the Partner.
- 1.3 The Parties understand, that the Contractor has attached a budget planner (hereinafter: “**Budget Planner**”) to the application in which the activities and the costs of the participating partners are detailed.

## **II. Declarations**

- 2.1 The Parties declare, that by signing this document they enter into an agreement according to conditions detailed in this Agreement.
- 2.2 The Parties declare that their intention when entering into this Agreement is to set forth the detailed conditions of their cooperation and stipulate their rights and obligations during implementing the Project.
- 2.3 The Parties declare, that they are fully aware and oblige themselves to refrain from any action which would result in breaching of the Budget Planner, the Grant Agreement and its Annexes.

## **III. Areas of cooperation**

- 3.1. The Contractor and the Partner commit themselves to carry out the work program covered by this contract according to the Regulation (EU) n. 1288/2013 establishing 'Erasmus+': the Union programme for education, training, youth and sport by the European Parliament and the Council of 11.12.2013 establishing an action program in the field of strategic partnerships.
- 3.2. This work program falls under the Grant Agreement concluded between the Contractor and the Tempus Közalapítvány.
- 3.3. The subject matter of this contract and the related work program (hereinafter: “**Work Program**”) are detailed in the annexes to this Agreement, which annexes form an integral part of this Agreement and which annexes each party declares to have read and approved.

#### **IV. Entering into force, duration and termination of the Agreement**

- 4.1 This Agreement enters into force on the date of signature by the last of any of the Parties to this contract and terminates at the moment of payment of the balance of the contract, as set in Article 7.1.
- 4.2 The Project has a duration of 28 months. It starts on 01.09.2018 and ends on 31.12.2020.
- 4.3 The period of eligibility of the costs starts on 01.09.2018 and finishes on 31.12.2020.
- 4.4 This Agreement may not be terminated by ordinary termination by any of the Parties.
- 4.5 This Agreement may only be terminated by extraordinary termination as stipulated in this Agreement by any of the Parties.
- 4.6 The Contractor may terminate this 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.
- 4.7 In duly justified cases - stating the reasons - the Partner may terminate the contract informing the Contractor by registered mail. If no reasons are given or if the Contractor and the Agency does not accept the reasons, the Partner Institute shall be deemed to have terminated this agreement improperly.
- 4.8 The process of the termination is set out in Annex 3.

#### **V. Obligations of the Parties**

- 5.1 The Contractor shall undertake:
  - (i) to take all the steps necessary to prepare for, perform and correctly manage the Work Program set out in this Agreement and in its annexes, in accordance with the objectives of the project as set out in the Grant Agreement;
  - (ii) to send to the Partner a copy of the Grant Agreement and its annexes, of the various reports and of any other official document concerning the project;
  - (iii) to notify and provide the Partner with any amendment made to the Grant Agreement;
  - (iv) to define in conjunction with the Partner Institute the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights;
  - (v) to comply with all the provisions of the Grant Agreement binding the Contractor to the Agency;
- 5.2 The Partner undertakes

- (i) to perform and fulfil, promptly, actively and on time, all of its obligations under this Agreement, in particular those described in the Annex 1.;
  - (ii) to take all the steps necessary to prepare for, perform and correctly manage the Work Programme, in accordance with the objectives of the project as set out in the Grant Agreement;
  - (iii) to comply with all the provisions of the Grant Agreement;
  - (iv) to notify the Contractor promptly of any significant delay in performance and take the necessary measure to remedy the situation;
  - (v) to communicate to the Contractor any information or document required by the latter that is necessary for the management of the project;
  - (vi) to accept responsibility for all information communicated to the Contractor, including details of costs claimed and, where appropriate, ineligible expenses;
  - (vii) to define in mutual agreement with the Contractor in a separate agreement the attribution of the intellectual property rights of the Parties following open and free access licences and philosophy.
- 5.3 In case that the Partner does not provide the Contractor with the contractual deliverables or provides them late or provides non-compliant deliverables with no sufficient justification, the Contractor may take the necessary actions in the following order:
- (i) provide a warning to the Partner by notifying a specific period of remedy;
  - (ii) reallocate the work to other partners and to reduce budget to the Partner if no sufficient remedy to the requested claim was delivered within the time period indicated by the contractor;
  - (iii) exclude the Partner from the Project.

## **VI. Financing**

- 6.1 The Parties understand, that the total grant of the project for the contractual period referred to by the Grant Agreement shall be of a maximum amount of 297,386.00 EUR (including all taxes and duties).
- 6.2 The final financial contribution shall depend on the evaluation of the quality of the results of the Project pursuant to the rules laid down at Community level, but shall, under no circumstances, give rise to a profit.
- 6.3 The sum of the contribution of the Partner is entitled from the project is 40,740.00 EUR.

## VII. Payments

- 7.1 The Contractor commits himself to carry out payments relating to the subject matter of this Agreement to the Partner according to the achievement and acceptance of the tasks agreed upon at the Kick-off Meeting and defined in its minutes and according to the following schedule:
- (i) first payment: 16,296.00 EUR [40% of the total EU contribution]
  - (ii) second payment: 16,296.00 EUR [40% within 60 days from the date of submission of interim report]
  - (iii) payment of the balance: 8,148.00 EUR [after project closure depending upon the total costs of Partner validated by the Agency]
- 7.2 Pre-financing is paid in two instalments. In that case, full payment of the second instalment to the Partner may not be made until at least 70 % of the previous pre-financing payment has been used up. Where the interim report shows that less than 70% of the first pre-financing payment paid has been used to cover costs of the Project, a further interim report must be submitted (once at least 70 % of the amount of first pre-financing payment has been used), which must be considered as a request for a further pre-financing payment.
- 7.3 Payment of the balance for the Partner will be made after payment of the balance of the total amount of the grant as at the Grant Agreement by the Agency.
- 7.4 All payments are advances and shall be deemed final only upon the explicit approval of the Agency of the final report, the corresponding cost statement and the quality of the results of the project.
- 7.5 The sum of the payment of the balance as mentioned in point (iii) of Article 7.1 shall be defined by taking into account the revenues generated by the Project and shall constitute the payment of the amount necessary to balance revenue and expenditure.
- 7.6 Payments made in currencies other than EUR shall be converted to EUR in reporting. The applicable rate is the exchange rate published on the European Commission website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/infoeuro/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/index_en.cfm)) for the particular date when the Contractor's bank account is credited with the amount transferred by the Agency. Contractor will provide the Partner with the exact dates.
- 7.7 The payments as at article 7.1 are to be paid to the bank accounts of the Partner Institute below:
- |                        |                                      |
|------------------------|--------------------------------------|
| Name of the bank:      | Štátna pokladnica                    |
| Account holder:        | The National Institute for Education |
| Bank account number:   |                                      |
| IBAN code:             |                                      |
| SWIFT (BIC):           | SPSRSKBAXXX                          |
| Identification number: | 30807506                             |

## **VIII. Reports**

- 8.1 The Partner shall provide the Contractor with any information and document required for the preparation of the interim reports and, where appropriate, with copies of all the necessary supporting documents completed and signed by the due representative of the Partner by the following dates at the latest.

| Reporting period      | Submission of documents by Partners                  | Reporting obligation of Coordinator   |
|-----------------------|--|---|
| 01/09/2018-01/06/2019 | Financial and activity report (PR) 01/07/2019        | Progress Report submission 01/08/2019   |
| 01/06/2019-01/12/2019 | Financial and activity report (IR) 01/01/2020        | Interim Report submission 01/02/2020  |
| 01/09/2018-31/12/2020 | Financial and activity report (FR) in MT+ 31/01/2021 | Final Report submission in MT+ within 60 days after the end of the project (28/02/2021) |

- 8.2 The Partner shall provide Financial and activity reports (via template provided by the Coordinator) with copies of all the necessary supporting documents on a quarterly basis.

Reporting periods and deadlines:

| Reporting period      | Reporting deadlines | Submission of documents by Partners |
|-----------------------|---------------------|-------------------------------------|
| 01/09/2018-30/11/2018 | 31/12/2019          | Financial and Activity Reports      |
| 01/12/2018-28/02/2019 | 31/03/2019          | Financial and Activity Reports      |
| 01/03/2019-31/05/2019 | 30/06/2019          | Financial and Activity Reports      |
| 01/06/2019-31/08/2019 | 30/09/2019          | Financial and Activity Reports      |
| 01/09/2019-30/11/2019 | 31/12/2019          | Financial and Activity Reports      |
| 01/12/2019-28/02/2020 | 31/03/2020          | Financial and Activity Reports      |
| 01/03/2020-31/05/2020 | 30/06/2020          | Financial and Activity Reports      |
| 01/06/2020-31/08/2020 | 30/09/2020          | Financial and Activity Reports      |
| 01/09/2020-30/11/2020 | 31/12/2020          | Financial and Activity Reports      |

- 8.3 The Partner shall provide the Contractor with any information and document required for the preparation of the final report with copies of all the necessary supporting documents completed and signed by the due representative of the Partner within 30 days after the project end date but not later than 31/01/2021.

## **IX. Monitoring and supervision**

- 9.1 The Partner shall provide without delay the Contractor with any information that the latter may request from him concerning the carrying out of the Work Program.

- 9.2 The Partner shall make available to the Contractor any document making it possible to check that the Work Program is being or has been carried out.
- 9.3 In case the Agency, the European Commission, the Court of Auditors or any other accredited person processes financial or operational supervising, the Partner shall cooperate with the Contractor in order to present all information needed, or shall cooperate with him in the process of monitoring (at visits or document controlling) during the whole contracting period and in the subsequent 5 years.

## **X. Liability**

- 10.1 Each 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.
- 10.2 The Partner shall protect the Agency, the Contractor 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 Agency, the Contractor or their personnel.

## **XI. Contacts and coordination**

- 11.1 The Parties shall inform each other about any circumstances affecting this Agreement and oblige themselves to issue any legal statement or carry out any other measures needed for the implementation of their goals and intentions as stipulated in this agreement.
- 11.2 The Parties understand that they are independent contracting parties, acting in their full legal capacities. Neither Party shall use the other Party's name, or any other name that might suggest that it is related to the other party in any advertising, promotion or sales material without prior written consent of the other Party.
- 11.3 The Parties appoint their contact persons as follows:
- i) University of Pannonia:  
Réka Vámosi, project manager  
Faculty of Business and Economics  
H-8200 Veszprém, Egyetem str. 10.  
Tel.: +36-88-624-812  
E-mail: [vamosi.reka@uni-pannon.hu](mailto:vamosi.reka@uni-pannon.hu)
  - ii) The National Institute for Education  
PhDr. Jozef Facuna, PhD., deputy director  
Pluhová 8, 830 00 Bratislava  
Tel.: +421 2 49 276 209  
E-mail: [jozef.facuna@statpedu.sk](mailto:jozef.facuna@statpedu.sk)

## **XII. Further closes**

- 12.1 The Contractor warrants, that she has been founded and is functioning according to the laws of Hungary, and to enter into this Agreement is in conformity with the respective laws of Hungary and does not cause or result in the breach of any rules, bylaws or statutes, or any other contract or agreements.
- 12.2 The Partner warrants, that she has been founded and is functioning according to the laws of Slovakia, and to enter into this agreement is in conformity with the respective laws of Slovakia and does not cause or result in the breach of any rules, bylaws or statutes, or any other contract or agreements.
- 12.3 The Parties agree that they shall endeavour to settle legal controversies arising from this Agreement in a cordial manner avoiding court procedures. Should the Parties fail, they accept that all legal disputes arising from this Agreement shall be exclusively settled and decided by the respective court of Veszprém Town, or Veszprém County.
- 12.4 The governing law of this Agreement is the laws of Hungary.
- 12.5 This Agreement shall be signed in four (4) copies.

The undersigned Parties have duly signed this Agreement being in full conformity with their contractual intents.

Done at Veszprém, on .../.../2018.

University of Pannonia  
represented by  
Prof Dr. András Gelencsér, rector

University of Pannonia  
represented by  
Dr. Gyula Kovács, chancellor

Done at ..... , .../.../2018.

The National Institute for Education  
represented by  
prof. PhDr. Ľudovít Hajduk, PhD., director

Annexes:

1. Application Form
2. Grant Agreement No 2018-1-HU01-KA201-047839 and its Annexes – [to be provided after the signature of the GA]
3. Budget planner