

Call 2022 Round 1 KA2 Cooperation for innovation and the exchange of good practices
KA220-VET - Cooperation partnerships in vocational education and training
Decision No 2022-1-PL01-KA220-VET-000086141

CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER

This contract, drawn up under the action Erasmus+ KA220-VET - Cooperation partnerships in vocational education and training shall govern relations between:

Sieć Badawcza ŁUKASIEWICZ – Instytut Technologii Eksploatacji,
ul. Pułaskiego 6/10,
26-600 Radom, Poland
VAT no. 796 003 58 26
hereafter named "**the Coordinator**",
represented by Jakub GADEK, Director

on the one hand

and

Štátny inštitút odborného vzdelávania,
Bellova 54/A
837 63 Bratislava, Slovakia
VAT no. 2020887715
hereafter named "**the Partner**",
represented by Branislav HADÁR, Director

on the other hand,

which have agreed as follows:

Article 1/ Subject

1. Having regard to the provisions of Council Directive 1288/2013 establishing the second phase of the Erasmus+ Programme the **Coordinator** and the Partner commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the Grant Agreement n° **2022-1-PL01-KA220-VET-000086141** concluded between **the Coordinator** and the **National Agency**.

The Project n° **2022-1-PL01-KA220-VET-000086141** ("the Project") is entitled **Skills competitions for VET development (SkillsComp)**

2. The maximum Erasmus+ contribution to cover expenditure incurred by the members of the Partnership participating in the programme shall be **400 000,00 EUR**.
3. The Coordinator stipulates that the financial funds from the Erasmus+ Programme shall depend on the result of the quality assessment of the project outcomes conducted in accordance with the rules established by the European Community. The amount of the grant cannot be the source of profits for any party. The parties undertake to implement the scope of works assigned to them within the project in accordance with the scope and the terms of the Contract and the rights and obligations which have been detailed for each of the parties.
4. Regardless of evaluation results, programme financial contribution shall not give rise to a profit for the Partner and for other cooperating entities within the performance of the present Contract.
5. This Contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project under the Grant Agreement n° **2022-1-PL01-KA220-VET-000086141** passed between the National Agency and the Coordinator.
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 Partner declares to have read and approved.

Article 2/ Duration

1. The project referred to in Article 1 has a duration of **36** months. It starts on **01/11/2022** and ends on **31/10/2025**.
2. This Contract enters into force on the date of signature by the last of 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 **01/11/2022** and ends on **31/10/2025**.

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 Grant Agreement concluded between the National Agency and the Coordinator;
2. to send to the Partner a copy of the Grant Agreement n° **2022-1-PL01-KA220-VET-000086141** and its annexes, concluded with the National Agency, 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° **2022-1-PL01-KA220-VET-000086141** 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 the Grant Agreement n° **2022-1-PL01-KA220-VET-000086141** 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 program 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° **2022-1-PL01-KA220-VET-000086141** concluded between the National Agency and the Coordinator;
2. to comply with all the provisions of the Grant Agreement n° **2022-1-PL01-KA220-VET-000086141** 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 Erasmus+ contribution for the Partners shall be a maximum amount of:

Name of the Partner	OID	Maximum Erasmus + contribution
Sieć Badawcza ŁUKASIEWICZ – Instytut Technologii Eksploatacji (ŁUKASIEWICZ Research Network – Institute for Sustainable Technologies), POLAND	E10070021	106 750€
Štátny inštitút odborného vzdelávania (State Vocational Education Institute), SLOVAKIA	E10207731	97 750€
Hospodářská komora České republiky (Czech Chamber of Commerce), CZECH REPUBLIC	E10179515	97 750€
Fundatia WorldSkills Romania (WorldSkills Romania Foundation), ROMANIA	E10062278	97 750€
Total:		400 000€

Article 6/ Payments

1. The Coordinator commits himself to carrying out payments, less any expenditure incurred on behalf of the Partner, relating to the subject matter of this Contract to the Partner according to the achievement of the tasks and according to the following schedule:

Payment	Amount	Conditions
1st Payment	40%	To be paid upon signature of bilateral contracts and the payment and receipt of the funds by the Coordinator from the National Agency.
2nd Payment	40%	To be paid upon the receipt and approval of the first half of the project assignments and financial reports from the Partner, receipt and approval of progress/interim report by the National Agency (due 2024-05-30), confirmed at least 70% spending of the 1st payment and receipt of the funds by the Coordinator from the National Agency
Payment of the balance	20%	To be based on assessment of the financial statement and final report by the National Agency. Each partner will be responsible for the cost declared and the support documentation provided. The amount of the balance payment to the Partner will depend on the approval by the National Agency of its own expenditure declared. To be paid upon the receipt of the outstanding amount by the Coordinator from the National Agency.

2. The payment of the consecutive financing shall depend on the Coordinator's approval of the reports on the partner's performance of respective stage of the Contract, the preceding advance was related to.

3. 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.
4. Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the Erasmus+ financial contribution to the amount required to the balance revenue and expenditure. Any revenue shall be declared and communicated to the Coordinator in order for the Coordinator to be able to fill out the Progress and Final Reports for the Grant Agreement concluded with the National Agency.
5. The final payment as mentioned in Article 6.1 can be adapted to take into account the revenues generated by the project and shall constitute the payment of the amount necessary to the balance revenue and expenditure.

Article 7/ Bank account

1. All payments carried out by the Coordinator in favour of the Partner within the Contract performance shall be in the form of money transfer onto the Partner's bank account in the following bank :

ACCOUNT HOLDER

Name	Štátny inštitút odborného vzdelávania
Address	Bellova 54/A
Town/City	Bratislava
Post Code	837 63
Country	Slovakia
VAT Number	2020887715
Contact Person	Branislav Hadár, director
Telephone	
E-Mail	Branislav.hadar@siov.sk

BANK

Bank Name	Štátna pokladnica
Town/City	Bratislava
Country	Slovakia
IBAN	SK80 8180 0000 0070 0006 4460
SWIFT/BIC	SPSRSKBA

2. The Partner is obliged to inform the Coordinator of any changes related to this bank account, whilst payment made by the Coordinator onto the bank account indicated by the Partner is equivalent to fulfilment of its obligations, even though the Partner desisted from providing the Coordinator with the information on the changes of its bank account data.

Article 8/ Reports

1. The Coordinator is obliged to submit reports on expenditure and project activities undertaken by the Partnership by the following dates:
 - a. **Progress Report by August 30, 2023.** It will cover the period from the beginning of the project to July 31, 2023.
 - b. **Interim Report by May 30, 2024 or after using at least 70% of the first lump sum contribution.** It will cover the period from the beginning of the project to April 30, 2024.
 - c. **Final Report within 60 days of the project completion date October 31, 2025.**
2. Whenever required the Partner shall provide the Coordinator with a financial report including a declaration of the expenditures, a copy of the invoices, the travel documents, time sheets and other required documents in a required form (electronic or paper). If any evidence of the expenditures should be delivered to the Coordinator, it must be dated and certified as true and exact by the legal representative, where appropriate. Communication about administrative and financial nature will be only the one listed by the Annex III of the Grant Agreement.
3. The partner shall keep all original documents pertaining to the project for a period of five years from the date of payment of the balance and provide the Coordinator with all the necessary documents in the event of audits, checks or evaluations.

Article 9/ VAT tax

1. The Partner declares on the issue of the VAT refund possibilities ANNEX
2. The Partner declares that the costs identified in the interim and final financial reports will be entered in the accounting system in conformity with the relevant national regulations.

Article 9/ Monitoring and supervision

1. The Partner shall provide without delay the Coordinator 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 Coordinator any document making it possible to check that the aforementioned work programme is being or has been carried out. Communication about administrative and financial nature will be only the one listed by the Annex III of the Grant Agreement.
3. The obligations described in Article II.20 of the General Conditions of the Grant Agreement n° **2022-1-PL01-KA220-VET-000086141** apply *mutatis mutandis* to the Coordinator and Partner.

Article 10/ Liability

1. The Partner shall protect the National Agency, 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 Coordinator or their personnel.
2. The National Agency and the European Commission shall not be held liable for any damage caused or sustained by the Parties to the Contract, including any damage caused to the third parties as a consequence of or during the implementation of the actions related to the project.
3. Except in cases of *force majeure*, the Parties to the Contract shall compensate the National Agency for any damage sustained by it as a result of the implementation of the project or because the project was not implemented or implemented poorly, partially or/and late.
4. The Partner shall release the Coordinator or its employees from any civil liability in respect of the implementation of the Contract to the extent to which the damage caused is not due to the Coordinator or its employees' intentional negligence.

Article 11/ Rights of Ownership

1. The Partner accepts to conform to the dispositions of the general conditions, Article II.8 set out in the General Conditions of the Grant Agreement n° 2022-1-PL01-KA220-VET-000086141.
2. The content of the project, both during and subsequent to the project period, will belong jointly and severally to the partners. It is the responsibility of each contributing partner to ensure that any content submitted to the project does not infringe an existing copyright.
3. If required and agreed by the project partners the detailed conditions of the use of project results will be specified in a separate agreement.

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

3. If there is a dispute or difference between the parties arising out of or in connection with the present Contract or out of activities undertaken under the present Contract, including disputes regarding quality, the parties shall first endeavour to settle it amicably.
4. Failing amicable settlement, the respective Court adequate for the headquarters of the Coordinator shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.

5. The law applicable to this contract shall be the law of Poland.

Article 14/ Amendments or additions to the contract

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

Article 15/ Language

This Contract is drawn up in English. This language shall govern all documents, notices and meeting for its application and/or extension or in any other way relative thereto.

Article 16/ Concluding Provisions

1. If any provision in this Contract should be fully or partly ineffective, the Partners to this Contract undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the original provision.
2. In case the terms of this Contract are in conflict with the terms of the Grant Agreement concluded with the National Agency, which apply to each party, the terms of the latter shall prevail. In case of conflicts between the annexes and the core text of this Contract, the latter shall prevail.

Annexes

1. Annex I General conditions for multi-beneficiary grant agreements of KA2
2. Annex II Budget repartition per partner and per cost category
3. Annex III Financial and contractual rules for multi-beneficiary grant agreements of KA2
4. Annex IV Work packages & activities
5. Annex V VAT declaration
6. Annex VI Confirmation of employment

Done at Radom, Poland in two copies.

For the Coordinator,

Jakub GADEK
Director

[signature]
[stamp]
[date]

For the Partner,

Branislav HADÁR
Director

[signature]
[stamp]
[date]