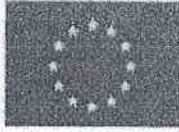


2/4/2024



Funded by the European Union



**GRANT AGREEMENT No 2023-1-PL01-KA210-SCH-000165829  
PROJECT TITLE: EMODYING MATH & PHYSICS EDUCATION**

**CONTRACT BETWEEN THE CONTRACTOR AND THE PARTNER  
RELATED TO ANNEX 1 TO PARTNERSHIP AGREEMENT No 2023-1-PL01-KA210-SCH-000165829  
hereafter referred to as "the Contract"**

This Contract, drawn up under the Community programme ERASMUS+, shall govern relations between:

Organisation Name: **Uniwersytet Komisji Edukacji Narodowej w Krakowie**  
Address: **Podchorążych 2, 30-084 Kraków (Poland)**  
Registration Number: **00001376**  
OID: **E10160065**

hereafter named "the Contractor", represented by, **Associate Professor Robert Stawarz, Ph.D, Vice-Rector for Educational Affairs and Development.** (Function of legal representative)

on the one hand  
and

Organisation Name: **Základná škola s materskou školou Skojska 238, Zubrohlava**  
Address: **Skojska 238; 02934 Zubrohlava (Slovakia)**  
OID: **E10107194**  
Registration number: **37813218**

hereafter named "the Partner", represented by, **mgr. Renata Pavcova (Director),**

on the other hand,

The above are together hereinafter referred to as the Parties,

which have agreed as follows:

**Article 1/ Subject**

1. The Contractor and the Foundation for the Development of the Education System (FRSE) – the Polish National Agency of the Erasmus+ Programme ("the National Agency") have signed a Grant Agreement, n° **2023-1-PL01-KA210-SCH-000165829** ("the Grant Agreement") for carrying out a Project called " **Embodying Math & Physics Education**" as part of the **Erasmus+ Key Action 2**, ("the Project") funded under the Erasmus + Programme.

The Partner is a member of the consortium put together by the Contractor for carrying out the Project and which was awarded funding in the form of a Grant ("the Grant") under the above Grant Agreement.

2. The Contractor and Partner commit themselves to carrying out the work programme covered by the Grant Agreement detailed above.
3. The total amount of Community funding for expenses incurred by the Partnership members participating in the Project is **60 000,00 EUR** (total project funding).
4. The final Grant shall depend on the evaluation of the quality of the results of the Project done by National Agency and 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 Project in accordance with the Grant Agreement signed between the National Agency and the Contractor.
6. The Parties declare to have read and agree to be bound by the terms of this Contract, including its Annexes which form an integral part thereof.

#### **Article 2/ Duration**

1. The project referred to in Article 1 has a duration of 24 months. It starts on **2023-10-01** and ends on **2025-09-30** - the period of eligibility of the costs.
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 final payment of the balance of the contract.

#### **Article 3/ Obligations of the Partner**

Each Partner shall:

1. 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;
2. comply with all the provisions of the Grant Agreement binding the Contractor to the National Agency;
3. communicate to the Contractor any information or document required by the latter that is necessary for the management of the Project;
4. inform the Contractor immediately:
  - a. of any events or circumstances of which the Partner is aware that are likely to affect or delay the implementation of the Project;
  - b. of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
5. submit in due time to the Contractor:
  - a. the data needed to draw up the reports, financial statements and other documents provided for in the Grant Agreement and its Annexes;
  - b. all the necessary documents required for audits, checks or evaluations in accordance with the provisions of Grant Agreement.

6. accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;

#### **Article 4/ Obligations of the Contractor**

The Contractor shall:

1. take all the steps necessary to prepare for, perform and correctly manage and monitor 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 and application form;
2. send to the Partner a copy of reports and of any official documents concerning the Project;
3. notify and provide the Partner with any amendment made to the Grant Agreement;
4. comply with all the provisions of the Grant Agreement.

#### **Article 5/ Financing**

The Community grant contribution for the Partner shall be a maximum amount of **6 100,00 EUR**.

#### **Article 6/ Payments:**

1. The Contractor commits himself to carrying out payments relating to the subject matter of this Contract to the Partner upon receipt from the National Agency and according to the achievement of the tasks, the quality of the results and according to the following schedule according to the Grant Agreement conditions.

1 <sup>st</sup> payment:	60 % of the maximum grant contribution shall be paid to the Partner after the signature of this Contract,
2 <sup>nd</sup> payment:	20 % of the maximum grant contribution shall be paid to the Partner upon completion of the agreed tasks and outputs in the work programme and acceptance of the Interim Report (due <b>2024-10-30</b> ) by the National Agency,
3 <sup>rd</sup> payment:	20 % of the maximum grant contribution shall be paid to the Partner upon completion of the agreed tasks and outputs in the work programme and acceptance of the Final Report (due <b>2025-10-30</b> ) by the National Agency.

Further instalments may not be made until at least 70% of the first pre-financing payment has been used up. Where the consumption of the previous pre-financing is less than 70%, the amount of the further pre-financing payment shall be reduced by the unused amounts of the previous pre-financing. Every request for payment of a further pre-financing instalment must be accompanied by the documents specified in Annex III of the Agreement No **2023-1-PL01-KA210-SCH-000165829** and by a progress/ final report on the technical implementation of the Project.

2. The final balance payment will only be made to the Partner once the final report of the Project has been approved by the National Agency and the final payment received by the Contractor. The amount of the final balance payment to the Partner will depend on the assessment and approval by the National Agency of the Partnership's final report and its compliance with the terms and conditions of Grant Agreement including the provisions of Annex I and III. If the final

grant awarded to the Partner is less than the advances received, then the Partner shall repay to the Contractor the difference within 30 days of being notified in writing.

3. As payment of the final balance of the Grant will only be paid to the Partner, within 30 days of the final payment from the National Agency, after the acceptance of the final report, the Partner agrees to make an institutional contribution of at least 20% of the amount indicated in Article 5 of this Contract, to fund the expenses it has incurred for the Project in the final period.
4. 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.
5. All payments will be made in Euro.

#### **Article 7/ Bank account of the Partner**

Payments shall be made in EUR to the Partner Organisation's bank account as indicated:

Bank Name: Prima banka Slovensko, a.s.

Bank Address: Hodžova 11, 010 11 Žilina

Account holder: Základná škola s Materskou školou Zubrohlava

IBAN: SK79 5600 0000 0040 4093 0008

SWIFT: KOMASK2X

Payment reference: Embodying Math & Physics Education project No 2023-1-PL01-KA210-SCH-000165829

The account or sub-account specified in the Contract and to which the Erasmus+ grant will be paid should be:

- in the name of the Partner (personal accounts are not acceptable under any circumstances);
- denominated in Euro;
- Partner must be able to identify the payments.

#### **Article 8/ Reports**

1. The Partner shall provide the Contractor with any information and document required for the preparation of the 1<sup>st</sup> progress report covering the period from **2024-04-09** to **2024-09-30** and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by **2024-09-30** at the latest.
2. The Partner shall provide the Coordinator with any information and document required for the preparation of the Final Report for the period **2025-01-06** to **2025-05-30** and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative **2025-09-30** at the latest.

#### **Article 9/ Duty to keep documents**

The Partner must keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective

national law and under the conditions laid down therein, during a period of five years starting from the date of payment of the balance of the grant.

#### **Article 10/ Ownership and usage of Project Results**

1. The beneficiaries retain ownership of the results of the Project, including industrial and intellectual property rights, and of the reports and other documents relating to it, unless stipulated otherwise in the Contract.
2. The Partner undertakes to disseminate freely accessible information on the Project implementation activities at national and (if applicable) international levels.
3. The Partner and the Contractor undertake to provide free access under open licences to the outputs developed within the Project.

#### **Article 11/ GDPR**

1. The Parties shall have measures taken to ensure the compliance of data processing processes with Regulation 2018/1725 on the following topics: security of data processing, confidentiality of data processing, assistance to the data controller, data storage, contribution to audits (including inspections), keeping records of personal data of all categories of processing activities.
2. The Parties shall provide participants with a privacy statement regarding the processing of their personal data prior to the commencement of data processing.
3. In the case of using the image of project participants, the Parties shall provide participants with a declaration of consent to use the image by Partner, Coordinator, the National Agency and the European Commission for the purpose of disseminating the project and its results.

#### **Article 12/ Compensation for failure to perform the Contract**

1. If this Contract is terminated for the reason that the Partner fails to fulfil its obligations under the Contract, the rights and licenses granted to the Partner under the Contract shall terminate immediately and the Partner shall forfeit any right to reimbursement for the performance of its obligations under the Project.
2. In the case indicated above, the Partner is fully liable for any damage suffered by the Contractor or other Partners resulting from the necessity to perform the Partner's obligations by the Contractor or other Partners.

#### **Article 13/ Liability**

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 intent or gross negligence of the other party or its personnel. The limitation of liability shall not apply to claims arising out of malicious conduct of a party, claims arising from liability for warranted characteristics, and damage from injury to life, body, or health.

**Article 14/ Termination of the contract**

1. The Contractor 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 Contractor, supplying all relevant information, of any event likely to prejudice the performance of this contract.

**Article 15/ Jurisdiction clause**

The law applicable to this Contract shall be the law of Poland.

**Article 16/ Language**

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

**Article 17/ Amendments to the Contract**

Amendments to this Contract shall be made in writing and signed by the Parties.

**Annexes**

- ✓ Annex I: Project tasks and beneficiary responsibilities and budget


Done in two copies.

For the **Coordinator**,

For the **Partner**,

The legal representative

The legal representative



Associate Professor Robert Stawarz, Ph.D.  
Vice- Rector for Educational Affairs and Development

Mgr. Renata Pavlova,  
Acting Director

2024 -04- 1 1  
Kraków, Poland.....

Zubrohlava, Slovakia 2024 -04- 1 1

ANNEX I

Project tasks, beneficiary responsibilities and budget

<b>Activities/Work packages/ e.g. Outputs</b>		
<b>No/name of output (corresponding to no/name from application form) and description of partner responsibilities</b>	<b>Dates</b>	<b>Budget in euro</b>
Selected physics and mathematics teachers of the Partner school will participate in a meeting - workshop held in Krakow.	IV 2024	1 250,00 EUR
The school will ensure the delivery of mathematics lessons according to the scenarios provided and will evaluate the equipment, software and at least 10 lessons including modifications/adaptations for the needs of children with special educational needs e.g. gifted pupils.	2024-03-01 2024-10-30	2 200,00 EUR
The school will ensure that physics lessons are conducted according to the scenarios provided and will evaluate the equipment, software and at least 10 physics lessons including suggestions for adaptations for the needs of children with special educational needs.		
The school will provide documentation of the tasks and documentation of the tasks in multimedia form as well as the results and conclusions of the evaluation.		
The Partner/school will provide information and publicise the activities/project e.g. on the local website. Ensure linguistic correctness and translation into Slovak of distributed lesson plans, materials, software, website elements and implementation and evaluation reports.		
Providing selected neighboring Slovak schools with the received equipment, software and teacher training. Conducting workshops in other schools on the use of evaluated software and hardware, as well as training on the implementation of evaluated lesson plans in the field of teaching mathematics and physics, in order to popularize the project, increase students' interest in science subjects and improve teachers' competences.	2025-01-06 2025-05-30	1 400,00 EUR
Ensure linguistic correctness and translation into Slovak of distributed lesson plans, materials, software, website elements and implementation and evaluation reports.		
Selected physics and mathematics teachers of the Partner school will participate in a Final Meeting in Krakow.	02/06/2025 18/07/2025	1 250,00 EUR