



Erasmus+

ERASMUS+ PROGRAMME

STRATEGIC PARTNERSHIPS (CAPACITY BUILDING IN THE FIELD OF VET)

AGREEMENT NUMBER 101129417 — CHEMTEACH

CONTRACT BETWEEN THE COORDINATOR AND THE CO-BENEFICIARY ¹

This contract shall govern relations between:

Full name of the institution:	Slovak university of technology in Bratislava
Official legal form:	Public institution
Official address:	Vazovova 5, 812 43 Bratislava
e-mail:	oliver.moravcik@stuba.sk
ID:	00397687
VAT:	2020845255
OID number:	E10208874

hereafter referred to as "the Coordinator", represented by Dr. h. c. prof. h. c. prof. Dr. Ing. Oliver Moravčík, rector

and

Full name of the institution: **Stredná odborná škola chemická, Vlčir hrdlo 50, Bratislava**

Official legal form: Public institution

Official address: Vlčie hrdlo 50, 821 07 Bratislava, Slovak Republic ,

e-mail: sosch-a@sosch.sk

¹ The **Coordinator** shall be entitled to add other clauses to those indicated here

ID: 42253900
VAT: 2023312940
OID number: E10174162

hereafter referred to as "the Co-beneficiary", represented by Silvia Loffayová, director

Which have agreed as follows:

Article 1/Subject

- 1.1. The Coordinator and the Co-beneficiary commit themselves to carrying out the work programme covered by this contract, for the project entitled **"Improvement the quality of chemistry teaching in VET in Bosnia and Herzegovina"**, under the ERASMUS+ Programme, Key Action 2 – Capacity building in the field of VET.
This work programme comes under the Agreement number **101129417 — CHEMTEACH** concluded between the Coordinator and EACEA - European Education and Culture Executive Agency.
- 1.2. The maximum grant of the project for the contractual period referred to by the Agreement number **101129417 — CHEMTEACH**, is estimated at **364 203,00 € EUR**.
- 1.3. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project under the Agreement number **101129417 — CHEMTEACH** signed between the Coordinator and **European Education and Culture Executive Agency (EACEA)**.
- 1.4. 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

- 2.1. The project referred to in Article 1 has duration of **36 months**. It starts **01.12.2023** and ends on **30.11.2026**.
- 2.2. 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 the article 6, paragraph 1.
- 2.3. The period of eligibility of the costs starts on **01.12.2023** and finishes on **30.11.2026**.

Article 3/Obligations of the Coordinator

The Coordinator is obliged:

- 3.1. to send to the Co-beneficiary a copy of the Agreement number **101129417 — CHEMTEACH** with **European Education and Culture Executive Agency (EACEA)**, of the Financial and Contractual Rules, of the various reports and of any other official documents concerning the project;
- 3.2. to notify and provide the Co-beneficiary with any amendment made to the Agreement number **101129417 — CHEMTEACH** concluded with the **European Education and Culture Executive Agency (EACEA)**;
- 3.3. to define in conjunction with the Co-beneficiary the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights;
- 3.4. to comply with all the provisions of Agreement number **101129417 — CHEMTEACH** binding the Coordinator to European Education and Culture Executive Agency (EACEA).

Article 4/Obligations of the Co-beneficiary

The Co-beneficiary is obliged:

- 4.1. to take all the steps necessary to prepare for, perform and correctly manage the project activities in accordance with the objectives of the project as set out in the Agreement number **101129417 — CHEMTEACH** concluded between **European Education and Culture Executive Agency (EACEA)**; and the Coordinator (Annex III);
- 4.2. to comply with all the provisions of Agreement number **101129417 — CHEMTEACH** binding the Coordinator to **European Education and Culture Executive Agency (EACEA)**;
- 4.3. to communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project;
- 4.4. to accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.5. 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 (see Article 16 of Grant agreement – Annex 3).

Article 5/Financing

The maximum grant of the Co-beneficiary for the period covered by this contract is estimated at **50 019,00 € EUR**. The Co-beneficiary's detailed budget is described in the annexes to this contract (Annex I).

Article 6/Payment Arrangements

6.1. The Coordinator commits himself to carrying out payments relating to the subject matter of this contract to the Co-beneficiary according to the achievement of the tasks and according to the following schedule:

1st payment:

An initial advance of **20 007.60 EUR** will be paid within 30 days after signing this partnership agreement.

2nd payment:

A second advance in maximum amount of **20 007.60 EUR** will be paid within 30 days after receiving payment from EACEA. Payment will be realized upon receipt of claim forms with supporting documentation and agreed outcomes in the work programme. The Coordinator reserves the right to withhold this second advance if the Co-beneficiary's report to Coordinator is submitted after the deadline mentioned in article 8, paragraph 1 of this contract. However, if the statement on the use of the previous prefinancing payment shows that less than 70% was used, the amount set out in the Data Sheet will be reduced by the difference between the 70% threshold and the amount used.

3rd and final payment

The amount of **10 003.80 EUR** will be paid once the Co-beneficiary's contractual agreements have been fully met, all the necessary supporting documentation has been submitted to the Coordinator and **European Education and Culture Executive Agency (EACEA)** has approved the final report. The Coordinator reserves the right to reduce the final balance, if EACEA will identify ineligible costs that was caused by co-beneficiary. The coordinator reserves right to withhold the final balance and demand a refund of the amounts already paid if the report is presented after the deadline mentioned in article 8, paragraph 2 of this contract.

6.2. All payments shall be regarded as advances pending explicit approval by **European Education and Culture Executive Agency (EACEA)** of the final report including approval of the eligibility of the costs, the corresponding cost statement and the quality of the results of the project.

6.3. Payments will not be made if the payment deadline or payments are suspended (see Articles 29 and 30 of Grant agreement – Annex 3).

6.4. All payments must be in agreement with article 22 of Grant agreement – Annex 3.

6.5. Co-beneficiary must keep all financial documentation of the project for 5 years from the approval of the final report.

6.6. Co-beneficiary will bear the costs of transferring funds to the its account.

6.7. If some activities were prefinanced by co-ordinator, those expenses will be subtracted from the first payment.

Article 7/Bank account

Funds allocated to the Co-beneficiary will be paid to the following bank account opened in the name of the Co-beneficiary:

Name of bank: Štátna pokladnica

Address: Radlinského 32, 810 05 Bratislava 15 Slovakia

Client name/Account holder: Stredná odborná škola chemická

Account name: BÚ – prostriedky ES 4

Full account number (including bank codes):

IBAN: SK31 8180 0000 0070 0064 6954

BIC code: SPSRSKBAXXX

Article 8/Reporting

- 8.1. The Co-beneficiary shall provide the Coordinator with any information and documents 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 **31.5.2025** at the latest.
- 8.2. The Co-beneficiary shall provide the Coordinator with any information and documents 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 **30.11.2026** at the latest.
- 8.3. The beneficiaries must continuously report on the progress of the action (e.g. deliverables, milestones, outputs/outcomes, critical risks, indicators, etc; if any), by sending all documents to Coordinator in accordance with the timing and conditions it sets out (as agreed with the EACEA).

Article 9/ Monitoring and supervision

- 9.1. The Co-beneficiary 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.
- 9.2. The Co-beneficiary 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.
- 9.3. The obligations described in Article 25 of the Agreement number **101129417 — CHEMTEACH** apply to the Coordinator and the Co-beneficiary.

Article 10/ Liability

- 10.1. 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.

- 10.2. The Co-beneficiary shall protect **European Education and Culture Executive Agency (EACEA)** 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 **European Education and Culture Executive Agency (EACEA)**, the Coordinator or their personnel.

Article 11/Project language

- 11.1. Working, communicative and reporting language of the project will be in the language of the Agreement.

Article 12/Termination of the contract

- 12.1. The Coordinator may terminate the contract if the Co-beneficiary 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 Co-beneficiary by registered letter has remained without effect for one month.
- 12.2. The Co-beneficiary shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 13/ Jurisdiction clause

- 13.1. Failing amicable settlement, the Courts of **Slovakia** shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
- 13.2. The law applicable to this contract shall be the law of the Slovak Republic.

Article 14/ Amendments or additions to the contract

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

Annexes

- a) Detailed budget relating to the activities of the Co-beneficiary
- b) Description of the Co-beneficiary's tasks
- c) Copy of Agreement number **101129417 CHEMTEACH** between Coordinator and **European Education and Culture Executive Agency (EACEA)**

Done at Bratislava, on 19.07.2024 in two originals in English.

For the **Coordinator**,

For the **Co-beneficiary**,