

# Funded by the European Union

#### **ERASMUS+ PROGRAMME**

## KEY ACTION KA220-SCH - COOPERATION PARTNERSHIPS IN SCHOOL EDUCATION

PROJECT TITLE: Innovative methods to improve psycho-social aspects in the school environment in interactive and attractive ways. (TOGETHER AGAIN 2)

AGREEMENT NUMBER 2024-1-SK01-KA220-SCH-000248786

#### CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER

This contract shall govern relations between:

Coordinator: Základná škola, Fatranská 14, Nitra,

Official legal status: budgetary organisation

Full official address: Fatranská 14/14, 949 01 Nitra

Business ID No.: 37861310
TAX ID No.: 2021613330
Organisation ID: E10276262

hereafter referred to as "the Coordinator", represented by Slavomíra Palková, director, on the one hand

and

Partner: CEDA

Official legal status: Non-governmental organization/association

Full official address: Pod vinohradmi 521/10, 949 01 Nitra

Business ID No.: 42041911
TAX ID No.: 2022111982
Organisation ID: E10160041

hereafter referred to as "the Partner", represented by Peter Vnučko, Chairman, on the other hand.

Which have agreed as follows:

## **Article 1/Subject**

- 1.1. The Coordinator and the Partner commit themselves to carrying out the work programme covered by this contract, for the project entitled "Innovative methods to improve psychosocial aspects in the school environment in interactive and attractive ways", under the ERASMUS+ Programme, Key Action 220 Cooperation partnerships in school education. This work programme comes under the Agreement number 2024-1-SK01-KA220-SCH-000248786 concluded between the Coordinator and SAAIC Slovak Academic Association for International Cooperation.
- 1.2. The maximum grant of the project for the contractual period referred to by the Agreement number 2024-1-SK01-KA220-SCH-000248786, is estimated at **250 000 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 2024-1-SK01-KA220-SCH-000248786 signed between the Coordinator and SAAIC Slovak Academic Association for International Cooperation.
- 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 **24 months.** It starts **31. 12. 2024** and ends on **30. 12. 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 31. 12. 2024 and finishes on 30. 12. 2026.

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

The Coordinator is obliged:

- 3.1. 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 Agreement concluded between SAAIC Slovak Academic Association for International Cooperation and the Coordinator;
- 3.2. to send to the Partner a copy of the Agreement number 2024-1-SK01-KA220-SCH-000248786 and its annexes concluded with SAAIC Slovak Academic Association for International Cooperation, of the Financial and Contractual Rules, of the various reports and of any other official documents concerning the project;
- 3.3. to notify and provide the Partner with any amendment made to the Agreement number 2024-1-SK01-KA220-SCH-000248786 concluded with the SAAIC Slovak Academic Association for International Cooperation;

- 3.4. 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;
- 3.5. to comply with all the provisions of Agreement number 2024-1-SK01-KA220-SCH-000248786 binding the Coordinator to SAAIC Slovak Academic Association for International Cooperation.

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

The Partner is obliged:

- 4.1. 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 Agreement number 2024-1-SK01-KA220-SCH-000248786 concluded between SAAIC Slovak Academic Association for International Cooperation and the Coordinator;
- 4.2. to comply with all the provisions of Agreement number 2024-1-SK01-KA220-SCH-000248786 binding the Coordinator to SAAIC Slovak Academic Association for International Cooperation;
- 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.

## **Article 5/Financing**

The maximum grant of the Partner for the period covered by this contract is estimated at **31 800 EUR**. The Partner's proposed budget is described in the annexes to this contract (**Annex I**).

## **Article 6/Payment Arrangements**

- 6.1. Upon successful acceptance, the Coordinator shall reimburse the Partner for incurred expenses in respect of work completed satisfactorily according to the description and schedule defined in the present agreement.
  - 1st payment: 20% of the grant 6360 EUR within 30 days of the date of entry into force of the present agreement (after the first instalment has been sent by the National Agency)
  - 2nd payment: 20% of the grant 6360 EUR within 30 days after the Coordinator approves the 1<sup>st</sup> interim report covering the reporting period from 31.12.2024 to 30.06.2025
  - 3rd payment: 20% of the grant 6360 EUR within 30 days after the Coordinator approves the 2<sup>nd</sup> interim report covering the reporting period from 01.07.2025 to 31.12.2025

- 4th payment: 20% of the grant 6360 EUR within 30 days after the Coordinator approves the 3<sup>rd</sup> interim report covering the reporting period from 01.01.2026 to 30.06.2026
- Payment of the balance: The balance up to 20 % of the grant will be paid once the Partner's contractual agreements have been fully met, all the necessary supporting documentation has been submitted to the Coordinator and SAAIC Slovak Academic Association for International Cooperation has approved the final report. The Coordinator reserves the right to withhold the 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.

#### **Article 7/Bank account**

Funds allocated to the Partner will be paid to the following bank account opened in the name of the Partner:

Name of bank: Tatra banka, a.s

Address of Bank: Hodžovo nám. 3, Bratislava, 811 06

Account holder: CEDA

IBAN: SK51 1100 0000 0026 2577 3969

BIC/SWIFT: TATRSKBX

Currency: EUR

## **Article 8/ Record Keeping and Reporting**

8.1. The Partner shall keep all original documents of expenses incurred, especially separated 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, for a period of five years starting from the date of payment of the balance, unless a longer duration is required by the national law. This period shall be longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the grant. In such cases, the Partner shall keep the documents until such audits, appeals, litigation or pursuits of claims are closed.

Where a check or audit is initiated before the payment of the balance, the Coordinator shall provide any information, including information in electronic format, requested by the NA or by any other outside body authorised by it. Where appropriate, the NA may request such information to be provided directly by the Partner (if necessary/applicable). Where a check or audit is initiated after payment of the balance, such information shall be provided by the Partner (if necessary/applicable). In case the Partner does not comply with the obligations set out above, the NA may consider:

- a. any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- b. any unit contribution insufficiently substantiated by information provided by the beneficiary as undue.

The Partner is required to present timely to the Coordinator interim declarations related to the undertaken work.

The Partner agrees to supply, in due time, to the Coordinator all the information that the latter finds necessary concerning the implementation of the present agreement: the data needed to draw up the reports and other documents provided for in the Agreement, as well as all the necessary documents in the event of audits, checks, evaluation and monitoring or any other information to be provided to the NA according to the Agreement, except where the Agreement requires that such information is submitted directly by the beneficiary to the NA.

The Partner shall promptly inform the Coordinator of any delay in the performance of the activities undertaken by the Partner or a Subcontractor under the present agreement.

## 8.2. Interim reports

- By **15.07.2025** the Partner 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, covering the reporting period from **31.12.2024 to 30.06.2025**.
- By **15.01.2026** the Partner 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, covering the reporting period from **01.07.2025** to **31.12.2025**.
- By **15.07.2026** the Partner 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, covering the reporting period from the **01.01.2026** to **30.06.2026**.
- By **31.01.2027** the Partner 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, covering the reporting period from the **01.07.2026** to **31.12.2026**.

## Article 9/ Monitoring and supervision

- 9.1. 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.
- 9.2. 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.
- 9.3. The obligations described in Article II.27 of the Agreement number 2024-1-SK01-KA220-SCH-000248786 apply to the Coordinator and the Partner.

## **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 Partner shall protect SAAIC Slovak Academic Association for International Cooperation, 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 SAAIC Slovak Academic Association for International Cooperation, the Coordinator or their personnel.

#### **Article 11/Termination of the contract**

- 11.1. 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.
- 11.2. The Partner shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.

## Article 12/ Jurisdiction clause

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

## Article 13/ 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**

- I. Grant agreement for ERASMUS+ 2024-1-SK01-KA220-SCH-000248786 between the Coordinator and SAAIC Slovak Academic Association for International Cooperation
- II. Description of the action, list of other beneficiaries and estimated budget for the action III. Specific rules

For the <b>Coordinator</b> ,	For the <b>Partner</b> ,
The legal representative Slavomíra Palková, director	The legal representative Peter Vnučko, Chairman
[ signature ]	[ signature ]
[ date ]	[ date ]