

EMPOWERING FOREIGN LANGUAGE LEARNING WITH ARTIFICIAL INTELLIGENCE

2024-2-SK01-KA210-SCH-000279278

Partnership Agreement

Under the Erasmus+ Programme

KA210 COOPERATION PARTNERSHIP PROJECT

KA210-SCH - Small-scale partnerships in school education

Acronym: EFLLwAI

Project number: 2024-2-SK01-KA210-SCH-000279278



PREAMBLE

The present Partnership Agreement, hereinafter referred to as "the Agreement", is made and entered into by and between,

Stredná priemyselná škola stavebná - Építőipari Szakközépiskola, Konkolyho 8, Hurbanovo, from Slovakia

Official Name: Stredná priemyselná škola stavebná - Építőipari Szakközépiskola, Konkolyho 8,

Hurbanovo

Official Status:

Vocational Training School (secondary level)

Address:

Konkolyho 8, Hurbanovo 947 01 Slovakia

VAT:

OID:

E10185315

hereinafter referred to as the "Coordinator", represented for the purposes of the signature of the Agreement by Štefan Tóth, the legal representative

and

Agrupamento de Escolas José Saramago, Palmela, (rua do povo unido S/N 2965-327 Poceirão), Poceirão, from Portugal

Official Name: Agrupamento de Escolas José Saramago, Palmela, (fill in your full official name please)

Official Status: School/Institute/Educational centre - General education (secondary level) (fill in your exact official status please)

Address:

Rua do Povo Unido, S/N

VAT:

600083063

OID:

E10184336

hereinafter referred to as the "Beneficiary", represented for the purposes of the signature of this Agreement by their legal representatives, according to the Mandates previously signed and attached to the Grant Agreement (here in Annex I).

Where a provision applies without distinction to the "Coordinator" and the "Beneficiary", for the purpose of this Agreement they will be collectively referred to as the "Beneficiaries".

The parties hereby have agreed as follows:

Article 1 Subject of the Partnership Agreement

This Agreement defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ 2024-2-SK01-KA210-SCH-000279278- KA210-SCH - Small-scale partnerships in school education, Acronym: EFLLwAI

- 1.1 (hereinafter referred to as the "Project").
- 1.2 The Coordinator and the beneficiaries, undertake to act in good faith at all times to carry out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement number 2024-2-SK01-KA210-SCH-000279278, concluded between the Coordinator and Erasmus+ National Agency (Slovak National Agency, hereinafter referred to as the "NA"), related to the above-mentioned project.
- 1.3 The subject matter of this Agreement and the related work programme are detailed in the annexes of the Grant Agreement. The respective Grant Agreement terms and conditions, related annexes and guidelines, shall form an integral part of the present Agreement, and take precedence over it.
- 1.4 The Coordinator and the Beneficiary shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2 Duration

- 2.1 The project referred in Article I duration is 12 months. It starts on 01.06.2025 and ends on 31.05.2026. (dates mentioned in the Data sheet of Grant Agreement between Slovak NA and Coordinator)
- 2.2 This Agreement shall enter into force on the date of its signature by the last party, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.
- 2.3 The period of eligibility of the activities and the costs shall be in accordance with the dispositions of the Grant Agreement or any subsequent amendments of it.
- 2.4 The present Agreement shall remain in force until the Coordinator has been discharged in full of their obligations arising from the Grant Agreement signed with the NA.

Article 3 Obligations and responsibilities

3.1 General obligations and role of the Beneficiaries

The Beneficiaries:

(a) are jointly responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement description of activities in the project proposal, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with the accepted ethical and professional principles and all legal obligations under applicable EU, international and national law;

- (b) must undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with the EU and national legislation;
- (c) shall provide staff, facilities, equipment and other material infrastructure to the extent needed for executing the activities as specified in the work programme;
- (d) are jointly responsible for the technical implementation of the action. If one of the beneficiaries fails to implement their part of the action, the other beneficiaries must ensure that this part is implemented by someone else (without being entitled to an increase of the maximum grant amount and subject to an amendment).
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project and must provide-during the action or afterwards any information requested in order to verify eligibility of the lump sum contributions declared, proper implementation of the action and compliance with the other obligations. The information provided must be accurate, precise and complete and in the format requested, including electronic format.
- (f) must keep -at all times, during the action-their information stored in the Erasmus+ reporting and management tool up to date, in particular, their name, address, legal representatives, legal form and organization type.
- 3.2 Specific obligations and role of the Coordinator.

The Coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the Project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the Beneficiaries and the NA, and inform the Beneficiaries of any relevant communication exchanged with the NA;
- (c) inform the Beneficiaries of any changes connected to the Project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (d) as the sole recipient of payments on behalf of all Beneficiaries, transfer funds to the Beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements vis-à-vis the NA, as per the dispositions of Article 21 and Data Sheet Article 4 of the Grant Agreement. The Coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the Beneficiaries, as per the dispositions of Article 22 of the Grant Agreement;
- (h) provide one copy of this Agreement duly signed to each Beneficiary and to the NA in electronic form.
- (i) provide the Beneficiaries with official documents related to the Project, such as the signed Grant Agreement and its annexes, the various report templates and any other relevant documents concerning the Project.
- (j) inform Beneficiaries about all reports submitted to the NA as well as copies of any feedback letters received from the NA following report assessment and/or field monitoring visits.

- 3.3 Specific obligations and role of the Beneficiary (excluding the Coordinator).
- ensure adequate communication with the Coordinator and with other Beneficiaries;
- (b) together with other Partners of the Project and Coordinator, be jointly and severally responsible for carrying out the action in accordance with the Grant Agreement concluded between the **National Agency** and the **Coordinator**. If one Partner from the consortium fails to implement its part of the action, the other Partners become responsible for implementing this part (after an agreement with the Coordinator and all the Partnership and a budget review proportionally to the new role/tasks that the Partner should have).
- (c) support the Coordinator in fulfilling its tasks according to the Grant Agreement and take all the steps necessary to prepare for, perform and correctly manage the Work Programme set out in the 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**
- (d) submit in due time to the Coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement as well as all additional documents as required in the events of audits, checks or evaluations
- (e) provide the Coordinator with any other information or documents required and needed for the management of the project;
- (f) notify the Coordinator of any event likely to substantially affect or delay the implementation of the Project as well as of any important deviations of the Project (e.g., replacement of the Project contact person, changes in the partner's budget, deviations from the work plan, etc);
- (g) inform the Coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.
- 3.4 Specific tasks in the implementation Agrupamento de Escolas José Saramago, Palmela, Poceirão, Portugal
 - a) Dissemination Plan
 - b) Project Website
 - c) YouTube Channel
 - d) Social Networking Sites
 - e) Host activity: AI Applications in Improving Writing Skills
 - f) Create course materials after all activities

Article 4 Financing the action

- 4.1 The maximum grant contribution to the Project for the contractual period covered by the Grant Agreement amounts to EUR 60.000 and shall take the form as stipulated in Data Sheet Points 2 and 3 and in Annex 1 of the Grant Agreement or any subsequent Amendments to the Grant Agreement.
- 4.2 The estimated budget for the action (lump sum breakdown) is set out in Annex 1 of the Grant Agreement. It contains the estimated eligible contributions for the action (lump sum contributions), broken down by participant and work package.
- 4.3 The grant contribution to the Project is intended to cover only part of the costs actually incurred by the Beneficiaries for carrying out the activities foreseen in the description of activities in project

proposal.

4.4 In case that, during the implementation of the project, there is a compelling need to modify the budget allocated into a work package/activity, this can be done only by requesting an amendment. Budget transfers between work packages are not acceptable.

Article 5 Payment arrangements

- 5.1 The Coordinator will transfer the part of the Erasmus+ grant contribution corresponding the beneficiary budget allocation using the account stipulated in Annex III of this Agreement.
- 5.2 The transfer of the Erasmus+ grant contribution to the Beneficiaries will be implemented in accordance with the timetable in Annex II of this Agreement according to the achievement of the tasks.
- 5.3 The total expenditure (which could be granted) to be committed by the **Partner** for the period covered by this contract is estimated at 12, 765 EUR according to the following schedule:

1st payment	10, 212 EUR	Within 15 working days after signing and stamping the contract by the Partner and the Coordinator
Final payment	2, 553 EUR	Within 30 calendar days after receiving the final payment from the National Agency which will be done after Beneficiary Final report approval

- 5.4 All payments shall be regarded as instalments pending explicit approval by the National Agency of the final report, the corresponding cost statement and the quality of the results of the project.
- 5.5 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 balance revenue and expenditure. The Partner that has incurred in any revenue shall declare it and communicate it to the Coordinator in order for the Coordinator to be able to fill out the reports.
- 5.6 The final payment as mentioned will be 20% of the budget can be adapted to consider the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure.
- 5.7 Declarations of Expenditure shall be made in Euros or in the partner's local currency, (translated to Euros, using the monthly accounting rate established by the Commission and published on its website (http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html) applicable on the first month of the period of eligibility of costs as set out in Article I.4.6 of the Grant Agreement), and the coordinator shall make the payments in Euros. The costs of financial transfers shall be borne as follows:
- The costs of bank transfers (including repeated transfers) will be solely borne by the receiving beneficiary institution, and it is understood by all partners that these costs are not covered by any specific budget items of the grant.

5.8 In case beneficiaries do not deliver documents on time, or deliver documents not meeting the standards and quality of required reporting, the coordinator will return the documents back with the comments and request the revision. If multiple corrections are needed, 30% percent of outstanding costs will be retained by the Coordinator to cover additional administration expenses incurred in this process.

Beneficiaries Bank Account

Name of the Bank: Millennium BPC

Address of the Bank: Av. da Liberdade Lote 27 R/C, 2950-201 Palmela

Account Name: Agrupamento Escolas José Saramago

Account holder: Faisal Sulemangy Aboobakar

Account number & IBAN: PT50003300004544195074405

SWIFT/BIC code: BCOMPTPL

Article 6 Financial Obligation of Partner

- 6.1 Partner undertakes to accomplish planned activities following application, Work Programme (Annex III) and updated plans, which has to be agreed with all Partners, and to use planned budget (see Annex I to Contract)..
- 6.2 For activities and tasks accomplishment **Beneficiary** should use planned budget (see Annex I to this Contract) and if all activities and tasks are implemented in a high quality as planned in application all planned budget (see Annex I) has to be spent till the end of the Project. Seeing financing mechanism which determine that maximum 80% (of total granted) is received in the project development period and at least 20% (of total granted) after project ends, i.e. within 30 calendar days after receiving the final payment from the National Agency which will be done after Final report approval (see Article 6 Payments), **Partner** is acknowledged and takes responsibility to make input to Project account from their own institutional funds.
- 6.3 Payment of a maximum of 20% of eligible expenses of Project eligible budget is available by National Agency to the Coordinator and later on by the Coordinator to Partner after the Project Final Report approval only if all planned budget is spent in Project development period (01.06.2025 31.05.2026) and all activities are handled out as scheduled in application, Work Programme in a high quality.
- 6.4 If the Partner breaches any obligation, the grant may be reduced.

Article 7 Reporting

7.1 The Coordinator is responsible for submitting in a due time all reports and financial statements as required in the Grant Agreement to the NA. The Beneficiaries commit to provide the Coordinator with all necessary information for this purpose and in a timely manner, and, if applicable, also with the copies of supporting documents needed for drawing up the reports, financial statements and any other documents as required according to the Grant Agreement.

- 7.2 The Coordinator shall provide the Beneficiaries with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in Euros.
- 7.3 The Beneficiaries shall keep a record of any expenditures incurred/activities undertaken within the Project and all proofs and related documents *completed and signed by the legal representative* by 31.05.2026 at the latest and for the period of 5 years after the final payment under the Grant Agreement. The Coordinator may reject any item, which cannot be justified in accordance with the rules set out by the NA in the Grant Agreement.

Article 8 General administrative provisions

- 8.1 The **Beneficiary** shall provide without delay the **Coordinator** with any information that the latter may request concerning the carrying out of the work programme covered by this Contract.
- 8.2 The **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.
- 8.3. The obligations described in the Grant agreement apply mutatis mutandis to the Contractor and Partner.

Article 9 Promotion and visibility

- 9.1 The Coordinator and the Beneficiaries shall ensure adequate dissemination and promotion of the Project and commit to organising/playing an active role in any actions organised to capitalise on, exploit/disseminate the results of the Project at national and (or) international levels.
- 9.2 Any notice or publication by the Project, including at a conference or a seminar, must specify that the Project is being financed from the EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in EU Erasmus programme.

Article 10 Confidentiality and data protection

- 10.1 The Coordinator and the Beneficiaries undertake to preserve the confidentiality of any documents, information or other materials directly related to the subject of the Agreement that is duly classified as confidential, if their disclosure could cause harm to any other party. The parties shall remain bound by this obligation beyond the closing date of the action.
- 10.2 All data contained in or related to this Agreement shall be processed in accordance with the dispositions of Articles 13, 16, 17, 21, 25, 27 and 28 of the Grant Agreement.

Article 11 Ownership and property rights

- 11.1 The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the Beneficiaries, in compliance with Article 16 of the Grant Agreement.
- 11.2 Each contracting party shall own the intellectual property which is generated by its employees, students and/or agents in the course of the Project ("Arising Intellectual Property") and shall ensure that it secures ownership of such Arising Intellectual Property from its employees, students and agents. Subject to the terms of the Grant Agreement, the contracting party owning any Arising Intellectual Property shall be entitled to use and exploit such Arising Intellectual Property as that contracting party sees fit.
- Where any Arising Intellectual Property is created or generated by two or more contracting parties jointly, and it is impossible to segregate each contracting party's intellectual contribution to the creation of the Arising Intellectual Property, the Arising Intellectual Property will be jointly owned by those contracting parties in equal shares. The owners may take such steps as they may decide from time to time to register and maintain any protection for that Arising Intellectual Property. If one or more of the owners do not wish to take any such step or action, the other owner(s) may do so at their own expense, and the owner not wishing to take such steps or actions will provide, at the expense of the owner making the request, any reasonable assistance.
- 11.4 Each contracting party hereby grants the others a royalty-free, non-exclusive licence for the duration of the Project and the sole purpose of carrying out the Project, to use intellectual property which it owns or controls prior to the commencement of or independently from the Project and which will be used in the course of implementing the Project ("Background Intellectual Property"), provided that no contracting party may grant any sub-licence over or in respect to another contracting party's Background Intellectual Property.
- 11.5 Each contracting party is hereby granted an irrevocable, non-transferable, royalty-free right to use all Arising Intellectual Property for academic and research purposes only, including research involving projects funded by third parties provided that those parties do not gain or claim any rights to such Arising Intellectual Property. If any contracting party (the "Exercising Party") requires the use of Background Intellectual Property of any other (the "Other Party") in order to exercise its rights in Arising Intellectual Property (whether solely or jointly owned) then, provided the Other Party is free to license the Background Intellectual Property in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party so that the Exercising Party may use such Background Intellectual Property for the purpose of exercising its rights in Arising Intellectual Property.
- 11.6 Materials already developed and brought into the Project may be only used within the scope of
- 11.6 Materials already developed and brought into the Project may be only used within the scope of the Project as templates, or examples of good practice. Copyrights shall be strictly safeguarded and the permission for reproduction and scale of production have to be settled beforehand.

Article 12 Liability

12.1 Each of the contracting parties discharges the other parties of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

- 12.2 None of the contracting parties makes any representation or warranty that advice or information given by any of its employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or information provided in connection with the Project will not constitute or result in infringement of third-party rights.
- 12.3 None of the contracting parties takes any responsibility for any use which may be made of any work carried out under or pursuant to this Agreement, or of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
- 12.4 In any event, and except where liability may not be limited by law, the maximum aggregate liability of any individual contracting party under or otherwise in connection with this Agreement or its subject matter shall not exceed the maximum sum of the Grant awarded to the respective Beneficiary institution. Nothing in this Agreement limits or excludes any contracting party's liability for death or personal injury resulting from negligence.
- 12.5 Each of the contracting parties agrees to keep and maintain at all times adequate insurance coverage including travel insurance with adequate health care and repatriation coverage in respect of their employees working on the Project.

Article 13 Working languages

- 13.1 The working language of the partnership shall be **English**.
- 13.2 All parties commit to allocating to the Project the staff with sufficient knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 14 Conflict resolution

- 14.1 In case of conflict between the Project partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make every effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.
- 14.2 Disputes should be addressed in writing to the Coordinator that will try to mediate in order to resolve the conflict, or submit the case to the Steering Committee as the main decision making body.
- 14.3 The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the Contract could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests)

Article 15 Applicable law and jurisdiction

This Agreement is governed by the legal system of Slovakia as the Coordinator's country.

15.1 In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable

settlement, the matter shall be decided in accordance with the jurisdiction of the Coordinator's country.

- 15.2 If any provisions of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to each party.
- 15.3 If any provisions of this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.
- 15.4 This Agreement is concluded in English. In the event of translation of this Agreement and its annexes to any other language, the English version shall prevail.

Article 16 Termination of the Agreement

- 16.1 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 Beneficiary by registered letter has remained without effect for one month.
- 16.2 The Beneficiary shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this Contract.

Article 17 Force Majeure

- 17.1 If any contracting party faces a case of *force majeure* (as per defined in article 35 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.
- 17.2 None of the contracting parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to *force majeure*. The parties shall take all necessary measures to minimise possible damage to successful project implementation.

Article 18 Amendments

- 18.1 Any amendments to this Agreement must be made in writing by means of a Supplementary Agreement and they become effective, when signed by the authorised legal representatives of the Coordinator and the Beneficiary concerned. No oral agreement may bind the parties to this effect.
- 18.2 The amendment may not affect the changes which would call into question the dispositions of the Grant Agreement.

Article 19 Annexes

Annex I - Grant Agreement, Project 2024-2-SK01-KA210-SCH-000279278 including annexes to the Grant Agreement

Annex II – Schedule of the transfers to be made according to the execution of the project Annex III – Bank account identification of Beneficiary organisation

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described above, including the annexes thereto.

SIGNATURES

For the Coordinator	For the Beneficiary
Stredná priemyselná škola staveb Építěřpari Szakközépiskala Konkolyho 8 947 01 Hurbanovo	SENTO DE
Mgr. Stermy votny	Faisal Sulemangy Aboobakar
Principal at Stredná priemyselná škola stavebná - Építőipari Szakközépiskola, Konkolyho 8, Hurbanovo	Principal At Agrupamento de escolas José Saramago, Palmela Rua do Povo Unido, S/N 2965-327
Done at Hurbanovo, Slovakia	Done at Poceirão, Portugal
Date: 2.6. 25	Date: 28 - 0(-2)1(



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT https://ec.europa.eu/info/sites/info/files/about the european commission/eu budget/privacy statement_en.pdf
By submitting this form, you acknowledge that you have been informed about the processing of your personal data by the European Commission for accounting and contractual purposes.

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the for

	BANKING DETAILS ①
ACCOUNT NAME ②	Agrupamento Escolas José Saramago
IBAN/ACCOUNT NU	
CURRENCY	Euros
BIC/SWIFT CODE	BCOMPTPL BRANCH CODE 4
BANK NAME	
	ADDRESS OF BANK BRANCH
STREET & NUMBER	Av. da Liberdade Lote 27 R/C, 2950-201 Palmela
TOWN/CITY	Palmela POSTCODE 2950-201
COUNTRY	Portugal
	ACCOUNT HOLDER'S DATA
	AS DECLARED TO THE BANK
ACCOUNT HOLDER	Faisal Sulemangy Aboobakar
TREET & NUMBER	Rua do Povo Unido S/N
The state of the s	
OWN/CITY	Palmela POSTCODE 2965-327
COUNTRY	Portugal
EMARK	
ANK STAMP + SIGNA	TURE OF BANK REPRESENTATIVE (DATE (Obligatory) 29-5-2015
	SIGNATURE OF ACCOUNT HOLDER (Obligatory)
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	Exist.

- may have chosen to give a different name to its bank account.
- 3 Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- 4 Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- (5) It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.