



# Erasmus+

## ERASMUS+ PROGRAMME

### STRATEGIC PARTNERSHIPS (KEY ACTION 2)

AGREEMENT NUMBER 2018-1-SK01-KA202-046321

PROJECT TITLE: CLIL IN VET

CONTRACT BETWEEN THE COORDINATOR AND THE CO-BENEFICIARY <sup>1</sup>

This contract shall govern relations between:

**Obchodná akadémia, Bolečkova 2, Nitra, hereafter referred to as "the Coordinator", represented by Renáta Košovičová, the headmistress on the one hand**

and

**ŠIOV - Štátny inštitút odborného vzdelávania, Bellova 54/a, Bratislava hereafter referred to as "the Co-beneficiary", represented by Michal Němec, Director on the other hand**

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 "CLIL in VET" under the ERASMUS+ Programme, Key Action 2 - Strategic Partnerships. This work programme comes under the Agreement number **2018-1-SK01-KA202-046321** concluded between the Coordinator and SAAIC - Slovak Academic Association for International Cooperation.

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<sup>1</sup> The **Coordinator** shall be entitled to add other clauses to those indicated here

- 1.2. The maximum grant of the project for the contractual period referred to by the Agreement number **2018-1-SK01-KA202-046321** is estimated at **146,392 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 **2018-1-SK01-KA202-046321** 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.
- 1.5. The contact person 1 for the Project is  
Name: Šatka Ladislav  
Email: ladislav.satka@siov.sk  
Telephone number: 00421 903 469766

The contact person 2 for the Project is  
Name: Horecká Gabriela  
Email: gabriela.horecka@siov.sk  
Telephone number: 00421 911 469691

Any changes related to the contact person must be communicated to the Coordinator immediately.

## **Article 2/Duration**

- 2.1. The project referred to in Article 1 has duration of **24 months**. It starts **3 September 2018** and ends on **2 September 2020**.
- 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 **3 September 2018** and finishes on **2 September 2020**.

## **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 Co-beneficiary a copy of the Agreement number 2018-1-SK01-KA202-046321 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 Co-beneficiary with any amendment made to the Agreement number 2018-1-SK01-KA202-046321 concluded with the SAAIC - Slovak Academic Association for International Cooperation;
- 3.4. 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;
- 3.5. to comply with all the provisions of Agreement number 2018-1-SK01-KA202-046321 binding the Coordinator to SAAIC - Slovak Academic Association for International Cooperation.

#### **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 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 2018-1-SK01-KA202-046321 concluded between SAAIC - Slovak Academic Association for International Cooperation and the Coordinator;
- 4.2. to comply with all the provisions of Agreement number 2018-1-SK01-KA202-046321 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.
- 4.6. to communicate to the Coordinator any budget transfers, even though those allowed according to the article 1.3.3. of the Agreement number 2018-1-SK01-KA202-046321. Any budget transfers have to be agreed by all the partners.
- 4.7. to provide the Coordinator with all the necessary details to record all information in relation to the activities undertaken under the Project.
- 4.8. to provide the Coordinator with all outputs and results to input the deliverables of the Project in the Erasmus+ Project Results Platform.
- 4.9. to use the Erasmus+ logo, agreement number and the project title at any documents and products related to the Project.
- 4.10. to acknowledge the support received under the Erasmus+ programme in all communication and promotional material, including on websites and social media. The guidelines for the

beneficiaries and other third parties are available at [http://eacea.ec.europa.eu/about-eacea/visual-identity\\_en](http://eacea.ec.europa.eu/about-eacea/visual-identity_en).

## **Article 5/Financing**

The maximum grant of the Co-beneficiary for the period covered by this contract is estimated at 13 494,- 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 **40%** of the grant within 30 days of receiving the initial payment from SAAIC - Slovak Academic Association for International Cooperation.

2nd payment:

A second advance **40%** of the grant 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.

3rd and final payment

The balance up to **20 %** 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 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.

6.2. All payments shall be regarded as advances pending explicit approval by SAAIC - Slovak Academic Association for International Cooperation 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.

## **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 6929/32, 811 07 Bratislava

Account holder: Štátny inštitút odborného vzdelávania

Full account number (including bank codes): 000000-7000064516/8180

IBAN: SK23 8180 0000 0070 0006 4516

BIC code: SPSRSKBAXXX

The Co- beneficiary shall provide the Coordinator with a copy of the bank account contract including the above mentioned details.

### **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 **5 September 2019** 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 **10 September 2020** at the latest.

### **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 II.27 of the Agreement number 2018-1-SK01-KA202-046321 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 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 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.
- 11.2. The Co-beneficiary shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.

## **Article 12/ Jurisdiction clause**

12.1. Failing amicable settlement, the Courts of the Okresný súd Nitra 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**

- a) Detailed budget relating to the activities of the Co-beneficiary (Annex 1)
- b) Description of the Co-beneficiary's tasks (príloha 2)
- c) Copy of Agreement number 2018-1-SK01-KA202-046321 between Coordinator and SAAIC - Slovak Academic Association for International Cooperation
- d) Annex II of the Agreement number 2018-1-SK01-KA202-046321 (Description of the Project, Estimated budget of the project; List of other beneficiaries)

Done at Nitra on 18 October 2018 in two originals in English.

For the **Coordinator:**

The legal representative  
Renáta Košovičová  
Headmistress

18 October 2018

For the **Co-beneficiary:**

The legal representative  
Michal Němec  
Director

Signature:

date: