

Agreement

concerning the ERASMUS+ Programme Key Action 2 Strategic Partnership
**Developing Bridging Courses for Mathematics and Science Teacher Students
(Bridge2Teach)**

between

**Universität Wien
Universitätsring 1
1010 Wien
Austria**

**Univerzita Konštantína Filozofa v Nitre
Trieda A. Hlinku 1
94974 Nitra
Slovakia**

legally represented by

legally represented by

**Andreas Ulovec
Assignee**

**Libor Vozár,
Rector**

Date and place:

Date and place:

Signature and stamp:

Signature and stamp:

Definition of Terms recurring in this Agreement:

The Application: The application for an ERASMUS+ Programme Key Action 2 Strategic Partnership “Developing Bridging Courses for Mathematics and Science Teacher Students (Bridge2Teach)”, submitted by the beneficiary and the partners to the Erasmus+ National Agency Austria (AT01), on March 20, 2019, registered under Submission ID 1548887.

The Grant Agreement: The grant agreement for a project with multiple beneficiaries under the ERASMUS+ Programme, with all its annexes, agreement number 2019-1-AT01-KA203-051222, which has been signed by the National Agency and the beneficiary.

The Project or The Action: The ERASMUS+ Programme Key Action 2 Strategic Partnership, as described in the application, and as approved by the grant agreement.

The applicant organisation (or applicant), the coordinator, the partner organisations (or partners), the beneficiaries, the contact persons and the legal representatives: The organisations and persons that are listed under these headings in the application (with the exception of University of Sunderland which withdrew from the project before the grant agreement was signed), and in the grant agreement, Annex II.

The Agency: The Erasmus+ National Agency Austria (AT01).

The Approved Budget: The budget of the project as approved in the grant agreement and specified in Annex II.

The Grant: The maximum grant amount of the project as stated in the grant agreement, article I.3.1.

The Consortium: The applicant organisation and the partner organisations.

The Project Account: The bank account, installed under the coordinators’ name, that will receive the grant payments from the Agency, as stated in the grant agreement, article I.4.

1. Execution of the project

1.1 General agreement

The consortium agrees to execute the project as described in the application, and to perform all tasks that are necessary for this execution, particularly but not limited to the ones described in section Implementation of the application. The consortium further agrees to observe all rules and regulations outlined in the grant agreement. The grant agreement with all its annexes and amendments form an integral part of this contract.

1.2 Steering committee and decision making

The steering committee consists of the contact persons of the beneficiaries. Each contact person has one vote. Should a contact person not be able to participate in a voting, he or she can delegate the vote to another member of that contact persons' organisation. The external project evaluator is invited to the steering committee meetings and to join the discussions there, but has no vote in final decisions of the steering committee.

The steering committee is responsible for all decisions regarding the concrete implementation of the project, the interpretation of the application and the contracts by the consortium, and for all decisions regarding any project matter that is not explicitly left to the discretion of a consortium member, the European Commission, or the Agency.

The steering committee shall basically try to find an unanimous consent. If this is not possible, it decides matters with a qualified majority of votes (more than 50% of all valid votes), except where it is stated otherwise in this agreement.

1.3 Ownership and licensing

The beneficiaries retain ownership of the project results, particularly of the Intellectual Outputs produced, including industrial and intellectual property rights.

The beneficiaries grant the European Union, the European Commission, and the Agency, all the rights listed in the grant agreement, Annex I, article II.9.3.

All downloads from the project website, and all use of project materials, will be free of charge for anyone. All materials produced within the project will have open access licensing. To assure the continuing free use and non-commercialisation of the project materials by third parties, all project results will be put under a Creative Commons Attribution Non-Commercial Share-Alike license, which allows users without paying any fee to “copy and redistribute the material in any medium or format, remix, transform, and build upon the material”, provided they “give appropriate credit, provide a link to the license, indicate if changes were made, not use the material for commercial purposes, and distribute adapted materials under the same license as the original.”

2. Financial affairs and reporting

2.1 General matters

The coordinator appoints its contact person to administer the project account and the financial documentation in collaboration with its finance department and its HR department, and appoints – according to its statutes – a deputy contact person responsible for checking and cross-signing the contact persons' expenses.

Within 30 days of receiving the first or further pre-financing payment, the coordinator will transfer the corresponding proportion of the payment, each of which is 40% of the preliminary total share of the maximum grant (as outlined in Annex II of the grant agreement and detailed in Annex D of this contract), from the project account to the bank account of the partner organisation as given in Annex C. The final share will be calculated after the end of the eligibility period (as specified in article I.2.2. of the grant agreement), in accordance with the actual eligible and properly documented costs of each member of the consortium. Within 30 days of receiving the payment of balance by the coordinator, the final share will be transferred to the bank account of the partner institution.

By derogation to the previous paragraph, the coordinator has the right to suspend the transfer of the further pre-financing payment and/or the final share to a partner organisation until this partner organisation has properly fulfilled its reporting duties as specified in article 2.2 of this contract.

After receiving the corresponding proportions of the payments, the partner organisations are legally responsible for the further use of their share, having to take into account the regulations of this agreement, the grant agreement with its annexes, and the application.

The partner organisations will transfer any unused or not eligible used (as determined by the steering committee, the Agency, or the European Commission) part of their share of the grant to the project account not later than 60 days after the end of the eligibility period of the project, or, in case of termination or withdrawal, not later than 30 days after the date of validity of this action.

2.2 Reporting

The coordinator and the partner organisations will keep all original documentation of its respective project related expenses (tickets, boarding passes, invoices, subcontracts, bank transfers etc.) for a minimum of 10 years after the end of the eligibility period (article I.2.2. of the grant agreement). An electronic report about all financial transactions, using Annex A of this contract, along with electronic copies of the documentation as outlined in articles 2.3 and 2.4 of this contract are to be uploaded to a file-sharing space specified by the coordinator at the last business day in the months of March, June, September, and December (or, if deemed necessary by the coordinator or the Agency, at any time at the coordinator's or Agency's request). On request, the original documentation is also to be sent at any time to the coordinator for purposes of evaluation, audits by the European Commission or the Agency, or preparation of the progress report and the final report.

2.3 Records of time and staff costs for Intellectual Outputs

The consortium members will keep a record of each of their employees working on the project, using Annex B of this contract. This record has to be signed by both the employee and an administrative representative of the consortium member and has to include the following details:

- Name
- Dates, description of the activities (clearly identifying which Intellectual Output has been worked on) and the total number of days of work of the person for the production of each Intellectual Output

Copies of these records are to be sent to the coordinator along with the financial documentation described above.

At the beginning of the eligibility period, or at any time when an employee of a partner organisation begins to work for the project, an electronic copy of this employees' work contract is to be uploaded to a file-sharing space specified by the coordinator.

2.4 Calculation and documentation of specific costs

Generally, the conditions of eligible expenditure in the grant agreement, Annex III, are to be observed. If one of the consortium members is in doubt about the eligibility of some items, it is asked to seek advice from the coordinator or the Agency. In no case can any expenditure exceed the grant.

Aside from the budget category "Exceptional Costs", all expenditures will be covered or contributed to by unit contributions, as outlined in the application and as approved or amended in the grant agreement, Annex II. In addition to the regulations set out in this contract, the consortium members are responsible for adhering to their own organisations' internal regulations concerning refunding and reporting of costs.

The following documentation is to be collected and reported as outlined in article 2.2 of this contract:

Project management and implementation: A short written report about project activities in the reported time period, with a specific note if use have been made of the management and implementation budget (e.g. dissemination activities, local travel, meetings organisation).

Transnational project meetings: Attendance list (signed by the participants and the receiving organisation specifying the name, date and place of the transnational project meeting, and for each participant: name and signature of the person, name and address of the sending organisation of the person), agenda (to be provided by the coordinator). Additionally, only in case a participant travels from a place different than that where the sending organisation is located: Tickets (in case of air tickets also boarding passes).

Intellectual Outputs (staff costs): As per regulations set up in article 2.3 of this contract.

Multiplier events: Attendance list (signed by the participants and the receiving organisation, specifying the name, date and place of the multiplier event, and for each participant: name and signature of the person, name and address of the sending organisation of the person), agenda (to be provided by the hosting organisation).

Learning, teaching and training activities: Tickets (in case of air tickets also boarding passes), accommodation invoices, Attendance list (signed by the participants and the receiving organisation specifying the name, date and place of the learning, teaching and training activity, and for each participant: name and signature of the person, name and address of the sending organisation of the person), agenda (to be provided by the hosting organisation).

Exceptional costs: For sub-contracting, proof of payment of the related costs on the basis of invoices specifying the name and address of the body issuing the invoice, the amount and currency, and the date of the invoice. Reimbursement in the category “Exceptional costs” is by actual costs, under the conditions for eligibility and documentation set out in the grant agreement, Annex III, articles II.1 and II.2.B. Specifically for subcontracts, 75% of the actually incurred and eligible exceptional costs are covered by the grant; the remaining 25% are to be covered by the subcontracting partner.

3. Changes and amendments

Any changes and amendments to this agreement or to the grant agreement, including but not limited to changes of the consortium, the budget, the project aims, and any other changes mentioned in the grant agreement, annex I, article II.13, require an unanimous decision of the steering committee.

By derogation to paragraph 1, it lies in the discretion of each consortium member to make certain budget transfers without an amendment, in accordance with the grant agreement, article I.3.3. The coordinator is to be notified about any such transfers before they occur.

By derogation to paragraph 1, the change of a contact person or a legal representative lies in the discretion of the respective consortium member. Any such change must be reported to the coordinator without delay.

4. Withdrawal, Termination and Liability

4.1 Withdrawal

It lies in the discretion of a consortium member to withdraw itself from the project. The consortium members are aware that this would constitute a severe impact on the project and will take this step only if there is just cause. A notice of withdrawal, signed by the legal representative, shall be given in writing to all other consortium members. The withdrawing organisation shall further provide any necessary signatures and other paperwork for the formal procedures caused by its withdrawal.

In case of the withdrawal of a consortium member the costs incurred by this organisation up to the date of the withdrawal basically remain eligible. The withdrawing organisation remains liable for the whole share (including the used-up part) that has already been transferred to its account, until the unused part of the share has been transferred to the project account according to 2.1 and a final financial report including full documentation (as set out in 2.2) has been sent and accepted by the steering committee and the Agency. The withdrawing organisation shall cover all costs directly incurred by its withdrawal.

4.2 Termination

If a consortium member stops to further participate in the project without giving notice of a withdrawal, or repeatedly fails to comply with the rules set out in this contract or the grant agreement, or repeatedly does not fulfil its duties regarding the project implementation, or commits any other grave breach of the contract, it shall be given one written warning, sent by recommended letter, by the steering committee (minus the contact person of the consortium member concerned) that its participation in the project will be terminated should it continue its current behaviour, and asking for a written explanation. If the consortium member continues its behaviour and the given explanation (if any) does not give just cause, its participation in the project can be terminated by an unanimous decision of the remainder of the steering committee (i.e. the steering committee minus the contact person of the consortium member concerned). The financial regulations are the same as in the case of withdrawal. Additionally, the concerned consortium member shall cover all costs caused by its breach of contract, including financial penalties as stated in the grant agreement, Annex I, article II.17 and article II.25.4.

5. Legal remarks

The consortium members should try to settle all disputes amicably, if necessary with the mediating help of the coordinators' contact person, the external project evaluator, an officer of the Agency or of another Erasmus+ National Agency, or any other person or group of persons deemed useful for this purpose. However, the consortium members are aware that the regulations of this contract are fully legally enforceable. This contract is governed by the same legal provisions as stated in the grant agreement, article I.15(7), i.e. Austrian law.

Annex A: Internal Report Sheet – costs

Project: Bridge2Teach

Organisation:

Time period:

Transnational project meetings:

Date	Name	Meeting	Destination	Unit costs

Intellectual Outputs:

Name	Number of days	Unit costs per day	Total unit costs

Multiplier events:

Event	Number of local participants	Number of foreign participants	Total unit costs

Learning, teaching and training activities:

Name	Number of days	Unit costs travel	Unit costs individual support	Total unit costs

Exceptional costs:

Reason	Costs

Annex B: Internal Report Sheet – Staff time sheet

Project: Bridge2Teach

Organisation:

Time period:

Name of employee:

Staff category:

- Teacher/Trainer/Researcher
- Technician

Date			Activities	IO	Number of hours ¹
Day	Month	Year			

Total work time in reported time period:

nnn hours = *nnn* days

Work time on Intellectual Outputs in reported time period:

***nnn* hours = *nnn* days**

Signature employee

Signature organisation representative

¹ Items in **bold** are work time on Intellectual Outputs

Annex C: Bank details

Bank details coordinator

Institution: Universität Wien
Universitätsring 1
1010 Wien
Austria

Bank: Name: Raiffeisenlandesbank Noe-Wien AG
Address: Friedrich-W.-Raiffeisen-Platz 1
1020 Wien
Österreich
IBAN: AT08 3200 0000 0067 5447
SWIFT: RLNWATWW
Reason for transfer: FA506086

Bank details partner organisation P1

Institution: Constantine the Philosopher University in Nitra
Tr. A. Hlinku 1
949 74 Nitra
Slovakia

Bank: Name: ŠTÁTNA POKLADNICA
Address: Radlinského 32
810 05 Bratislava 13
SR
IBAN: SK35 8180 0000 0070 0035 8792
SWIFT/BIC: SPSRSKBAXXX
Reason for transfer: Bridge2Teach FPV UKF

Annex D: Preliminary shares of budget and grant²

Partner organisation P1 (Univerzita Konštantína Filozofa v Nitre)

Project Management and Implementation (covered by grant): **7500.00**

Transnational Project Meetings:

No.	Persons	Reason	Destination	Total unit costs
M1	1	Kick-off and planning meeting	Vienna, AT	575.00
M2	1	Needs analysis + guidelines meeting	Palermo, IT	575.00
M3	2	Development + test planning meeting	Šiauliai, LT	2x575.00=1150.00
M4	1	Product finalization meeting	Olomouc, CZ	575.00
M5	1	Final project meeting	Nitra, SK	0.00
Total				2875.00

Intellectual Outputs:

No.	Output	Staff category	Work days	Total unit costs
O1	Bridging course Math	Teacher/Researcher	66	66x74.00 = 4884.00
O2	Bridging course Science	Teacher/Researcher	38	38x74.00 = 2812.00
Total				7696.00

Multiplier event:

No.	Event	Local participants		Foreign participants		Total unit costs
		Number	Unit costs	Number	Unit costs	
E1	Final conference	20	100.00	20	200.00	20x100.00+20x200.00 = 6000.00
Total						6000.00

Learning, Teaching, Training Activities:

No.	Number of participants	Number of days	Unit costs travel per participant	Unit costs individual support per day per participant	Total unit costs
C1	2	3	180.00	106.00	2x(180.00+3x106.00) = 996.00
Total					996.00

Preliminary total share of grant:

$$7500.00 + 2875.00 + 7696.00 + 6000.00 + 996.00 = 25067.00$$

First payment (40% of total share): 10026.80

² All budgetary amounts are stated in EUR.