



Erasmus+ Programme

2014-2020

Key Action 2: Strategic Partnership Projects

Partnership for Learning and Teaching in University Mathematics (PLATINUM)

AGREEMENT n° 2018-1-NO01-KA203-038887

This contract, drawn up under the Erasmus+ Programme (REGULATION (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing Erasmus+), shall govern relations between:

Official name: UNIVERSITETET I AGDER

Official legal form: Public

Official registration no.: 970546200

Official address in full: GIMLEMOEN 25, 4604 KRISTIANSAND

PIC: 998822969

ECHE: N KRISTIA01

Hereafter named “the Coordinator”, represented by Rector Frank Reichert on the one hand

and

Official name: VYSOKÉ UČENÍ TECHNICKÉ V BRNĚ

Official legal form: Public

Official registration no.: 00216305

Official address in full: ANTONÍNSKÁ 548/1, 601 90 BRNO

PIC: 999873091

ECHE: CZ BRNO01

Hereafter named “the Partner Organization”, represented by Rector Petr Štěpánek on the other hand,

Which have agreed as follows:

Article 1/Subject

1. Having regard to the provisions of REGULATION (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing Erasmus+: the Union programme for education, training, youth and sport, the **Coordinator** and the Partner Organization commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the **Agreement n°- 2018-1-NO01-KA203-038887** concluded between **the Coordinator** and the **National Agency**.

2. The maximum Community grant towards expenditure incurred by the members of the Partnership participating in the programme shall be **417 065 EUR**.
3. The maximum grant from the University of Agder towards expenditure incurred by the members of the Partnership participating in the programme shall be **32 925 EUR**.
4. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° - **2018-1-NO01-KA203-038887 (PLATINUM)** pursuant to the rules laid down at Community level, particularly in Annex III – Financial and Contractual Rules, but shall, under no circumstances, give rise to a profit.
5. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project n° - **2018-1-NO01-KA203-038887** under the Agreement n° - **2018-1-NO01-KA203-038887** passed between the **National Agency** and the **Coordinator**.
6. 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

1. The project referred to in Article 1 has a duration of **36 months**. It starts on 01.09.2018 and ends on 31.08.2021.
2. This contract enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in Article 7.1.
3. The period of eligibility of the costs starts on 01.09.2018 and finishes on 31.08.2021.

Article 3/Obligations of the Coordinator

The Coordinator shall undertake:

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 the **National Agency** and the **Coordinator**;
2. to send to the Partner Organisation a copy of the Agreement n° - **2018-1-NO01-KA203-038887** and its annexes, concluded with the National Agency, of the Financial and Contractual Rules, of the various reports and of any other official document concerning the project;
3. to notify and provide the Partner Organisation with any amendment made to the Agreement n° - **2018-1-NO01-KA203-038887** concluded with the National Agency;
4. to define in conjunction with the Partner Organization the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights;
5. to comply with all the provisions of Agreement n°- **2018-1-NO01-KA203-038887** binding the **Coordinator and Beneficiaries** to the **National Agency**.

Article 4/Obligations of the Partner Organization

The Partner Organization shall undertake:

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 n°-**2018-1-NO01-KA203-038887** concluded between the **National Agency** and the **Coordinator**;
2. to comply with all the provisions of Agreement n° -**2018-1-NO01-KA203-038887** binding the **Coordinator** to the **National Agency**;
3. to communicate to the **Coordinator** any information or document required by the latter that is necessary for the management of the project;
4. to accept responsibility for all information communicated to the **Coordinator**, including details of costs claimed and, where appropriate, ineligible expenses;
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

1. The Community grant contribution for the Partner shall be a maximum amount of 38 513 EUR.
2. The University of Agder grant contribution for the Partner shall be a maximum amount of 1 370 EUR.

Article 6/Payments

1. The **Coordinator** commits himself to carrying out payments relating to the subject matter of this contract to the Partner Organization according to the achievement of the tasks and according to the following schedule:

1st payment: 40% of the total grant **15 953 EUR by December 1st 2018**

2nd payment: 40% of the total grant **15 953 EUR by January 1st 2020**

final payment: 20% of the total grant **7 977 EUR after the approval of the final report**

2. All payments shall be regarded as advances pending explicit approval by the **National Agency** of the final report, the corresponding cost statement and the quality of the results of the project.

Article 7/Bank account

[(references of the bank account opened in the name of the Partner into which the funds allocated to the Partner will be paid)]



Article 8/Reports

1. The Partner Organization shall provide the **Coordinator** with any information and document required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the project manager of the Partner Organization responsible for project n° - 2018-1-NO01-KA203-038887* by September 30th 2019 at the latest.

2. The Partner Organization shall provide the **Coordinator** with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the project manager of the Partner Organization responsible for project n° - 2018-1-NO01-KA203-038887* by September 15th 2021 at the latest.

Article 9/ Monitoring and supervision

1. The Partner Organization 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.
2. The Partner Organization 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.

Article 10/ Liability

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.
2. The Partner Organization shall protect the **National Agency**, 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 the **National Agency**, the **Coordinator** or their personnel.

Article 11/Termination of the contract

1. The **Coordinator** may terminate the contract if the Partner Organization 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.
2. The Partner Organization shall immediately notify the **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 12/ Jurisdiction clause

1. Failing amicable settlement, the Courts of Kristiansand shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
2. The law applicable to this contract shall be the law of Norway.

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

- 1) description of the Partner Organization's tasks and breakdown of the Community grant allocation.
- 2) detailed budget relating to the activities of the Partner Organization (costs associated with the activities and sources of financing).

Done at Kristiansand and Brno, in two copies.

For the **Coordinator**,

For the **Partner Organization**,

Frank Reichert
Rector

Petr Štěpánek
Rector

[signature]

[signature]

[date]

[date]