



Erasmus+



LIFELONG LEARNING PROGRAMME

Erasmus+
Strategic Partnerships
Key Action 2

Sector: KA 204 – Capacity Building in Higher Education
PROJECT NUMBER – 2018-1-CY01-KA204-046919

CONTRACT BETWEEN THE PROJECT COORDINATOR AND THE PARTNER

This contract, drawn up under the Erasmus+ Programme Key Action 2 (Programme Decision 2013/C 362/04), shall govern relations between:

Open University of Cyprus hereinafter referred to as "*the Coordinator*" of the aforementioned project, represented for the purposes of signature of this Agreement by Professor Sokratis Katsikas, Rector

on the one part,

and

Centrum dopravního výzkumu, v. v. i., hereinafter referred to as "*the Partner*", represented for the purposes of signature of this Agreement by Ing. Jindřich Frič, Ph.D., Director

on the other part,

which have agreed as follows:

Article 1. Subject

1. The **Coordinator** and the Partner commit themselves to carrying out the work programme covered by this contract. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project with Agreement number 2018-1-CY01-KA204-046919, signed between the **National Agency** and the **Coordinator**.

This work programme comes under the Agreement number 2018-1-CY01-KA204-046919 signed between the **Coordinator** and the **National Agency**.

The total cost of the project for the contractual period referred to by the Agreement number 2018-1-CY01-KA204-046919, all financing combined, is estimated at **165,695.00** EUR.

2. The subject matter of this contract and the related work programme are detailed in its annexes A and B, and the Agreement with number 2018-1-CY01-KA204-046919 and its annexes, which form an integral part of this contract and which each party declares to have read and approved.
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project with Agreement number 2018-1-CY01-KA204-046919 pursuant to the rules laid down at Community level, particularly in the Guidelines for Administrative and Financial Management and Reporting, but shall, under no circumstances, give rise to a profit.

Article 2. Duration

1. The project referred to in Article 1 has duration of **24 months**. It starts on **1 October 2018** and ends on **30 September 2020**.
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 **1 October 2018** and finishes on **30 September 2020**.

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 a copy of the Agreement number 2018-1-CY01-KA204-046919 and its annexes, concluded with the National Agency, of the Guidelines for Administrative and

Financial Management and Reporting, of the various reports and of any other official document concerning the project;

3. To notify and provide the Partner with any amendment made to the Agreement number 2018-1-CY01-KA204-046919 concluded with the National Agency;
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;
5. To comply with all the provisions of Agreement number 2018-1-CY01-KA204-046919 binding the **Coordinator** to the **National Agency**.

Article 4. Obligations of the Partner

The Partner 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 number 2018-1-CY01-KA204-046919 concluded between the **National Agency** and the **Coordinator**;
2. To comply with all the provisions of Agreement number 2018-1-CY01-KA204-046919 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 total Erasmus+ contribution for the Partner shall be a maximum amount of **34,178. EUR**.

Article 6. Co-financing

The Partner's financial contribution to the project amounts to **600 EUR**. (25% contribution only for exceptional costs approved)

Article 7. Payments

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

1st payment:	40% upon signing of the internal contract and after the National Agency releases the first pre-financing payment to the Coordinator ;
2nd payment:	30 % upon completion of agreed tasks and outputs in the work programme at the end of the first project year and after the National Agency approves the interim report and releases the second pre-financing payment to the Coordinator .
3 rd payment:	10 % of the remaining instalment of the project from the National Agency and completion of the tasks and outputs in the work programme at the end of the 16 th month of the project;
Final payment:	up to 20 % of the remaining subsidy – the balance based on approved costs will be paid once the partner's contractual duties have been fully met and all the necessary supporting documentation has been received, and after the National Agency approves the final report and releases the balance payment to the Coordinator .

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 8. Bank account

Name of bank:

Address of branch:

Precise denomination of account holder: Centrum dopravního výzkumu, v. v. i.

Full account number (including bank codes):

IBAN:

SWIFT:

Article 9. Reports

1. The Partner shall provide the **Coordinator** with any information and documents required for the preparation of interim reports and, where appropriate, with certified copies of all the necessary supporting documents *completed and signed by the legal representative* by the deadlines and for the periods specified below:
 - By 20/10/2019 – for the activities during the period of 01/10/2018 – 30/09/2019;

- Every three months the partner shall send the timesheets of the involved staff.
2. The Partner shall provide the **Coordinator** with any information and documents required for the preparation of the final report and, where appropriate, with certified copies of all the necessary supporting documents covering the whole duration of the project *completed and signed by the legal representative* by **20/10/2020** at the latest.

Article 10. Monitoring and supervision

1. The Partner shall provide without delay the **Coordinator** with any information that the latter may request from the Partner concerning the carrying out of the work programme covered by this contract.
2. The Partner shall make available to the **Coordinator** any document necessary making it possible to check that the aforementioned work programme is being or has been carried out.
3. The obligations described in Article II.19 of the General Conditions of the Agreement 2018-1-CY01-KA204-046919 apply *mutatis mutandis* to the coordinator and partner.

Article 11. 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 shall protect the **Coordinator** and its 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 **Coordinator** or its personnel.

Article 12. Termination of the contract

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

Article 13. Jurisdiction clause

1. Failing amicable settlement, the Courts of Cyprus 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 the Republic of Cyprus.

Article 14. 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 Partner (costs associated with the activities and sources of financing).
- B) Description of Partner's tasks.

SIGNATURES

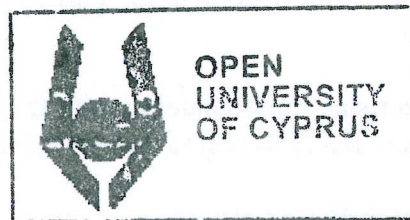
For the **Partner**,
Ing. Jindřich Frič, Ph.D.
Director

For the **Coordinator**,
Professor Sokratis Katsikas
Rector

[signature]
Done at Brno, CZ, Sep. 30th, 2018

[signature]
Done at Nicosia, CY, Sep.30th, 2018

Done in two copies in English.



ANNEX A Detailed budget relating to the activities of the Partner

PARTNER BUDGET

Project reference : 2018-1-CY01-KA204-046919
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A. Budget Headings	
1. Project management cost	6,000
2. Transnational Project meetings	2,670
3. Intellectual Outputs	15,618
4. Multiplier Events	5,000
5. Learning/ Teaching/ Training and Linguistic Support	2,490
6. Exceptional Cost	2,400
TOTAL	34,178

ANNEX B Description of Partner's tasks (P3)

Centrum dopravného výzkumu. v. v. i., with PIC number 999450171 will have the following tasks in the project with Agreement number 2018-1-CY01-KA204-046919

Identification	Task
IO1.	WVC Framework Analysis / Needs Assessment Report Number of Working Days: 40 Total Grant: €5.480
IO2.	WVC e-learning course Number of Working Days: 16 Total Grant: €2.192
IO3.	WVC Curriculum Development Number of Working Days: 8 Total Grant: €1.096
IO4.	WVC Online Platform and Mobile Applications Number of Working Days: 20 Total Grant: €2.740
IO5.	WVC Comprehensive Replicability e-Package Number of Working Days: 30 Total Grant: €4.110