

CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER
AGREEMENT n° 01/ 2018-1-PL01-KA204-050810

This contract, drawn up under the Community programme ERASMUS+, shall govern relations between:

Eurokreator T&C sp. z o.o., Przemysłowa Street no 13/1U , 30-701 Cracow, Poland,
hereafter named "the Coordinator",

represented by [REDACTED] **President of the company,**

on the one hand

and

UNIVERZITA PALACKÉHO V OLOMOUČI, Kflikovského 8, 771 47 Olomouc, Czech Republic,
hereafter named "the Partner",

represented by Prof Jaroslav Miller, M.A., PhD.,

on the other hand,

Which have agreed as follows:

Article 1/Subject

1. The Coordinator and The Partner commit themselves to carrying out the work programme covered by the Agreement n° 2018-1-PL01-KA204-050810 concluded between the Coordinator and the Foundation for the Development of the Education System - National Agency Erasmus+ (hereafter named National Agency). The subject of this Agreement is elaboration of the project called „ILab Plus - new training method for adults”.
2. The maximum Erasmus+ contribution to cover expenditure incurred by the members of the Partnership participating in the programme shall be 201 184,00 EUR.
3. The final financial contribution shall depend on the evaluation (by National Agency) of the quality of the results of the project n° 2018-1-PL01-KA204-050810.
4. 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-PL01-KA204-050810 under the Agreement n° 2018-1-PL01-KA204-050810 passed between the National Agency and the Coordinator.
5. The subject matter of this contract and the related work programme are detailed in the annexes (Annex I: Project activities, Annex II: Partner's budget, Annex III: extract from the application, Annex IV: Applicability of VAT statement) 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 1.1 has a duration of **22 months**. It starts **01.10.2018** and ends on **31.07.2020**.

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 (mentioned in Article 6).
3. The period of eligibility of the costs starts on **01.10.2018** and finishes on **31.07.2020**.

Article 3/Obligations of the Coordinator

The Coordinator shall undertake:

1. to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes.
2. to notify and provide the Partner with any amendment made to the Agreement n° 2018-1-PL01-KA204-050810 concluded with the National Agency;
3. 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;

Article 4/Obligations of the Partner

The Partner shall undertake:

1. to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes.
2. to communicate to the Coordinator any information about required documents, management of the project, costs, ineligible expenses, among others specified in Erasmus+ Programme Guide 2019, https://ec.europa.eu/programmes/erasmus-plus/resources/documents/erasmus-programme-guide-2019_en
3. 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 Erasmus+ contribution for the Partner shall be a maximum amount of 63 484,00 EUR.
2. Every costs claimed by the Partner in other currencies than Euro shall be convert into Euro currency regarding to daily exchange reference rate of European Central Bank (<http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>) appropriate to date of Agreement n° 2018-1-PL01-KA204-050810 between the Coordinator and the National Agency, which is

Article 6/ 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: 12 697 EUR
 2nd payment: 12 697 EUR
 3rd payment: 12 697 EUR
 4th payment: 12 697 EUR
 final payment: 12 696 EUR

The Coordinator shall transfer funds only if he obtained them from the National Agency.

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.
3. 1st payment will be granted before 1st meeting in Cracow, next payments according to Article 8
4. 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. Any revenue shall be declared and communicated to the Coordinator.
5. The final payment as mentioned in Article 6.1 can be adapted to take into account the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure.

Article 7/Bank account

The Partner declares that following references of the bank account are appropriate for payments mentioned in Article 6:

Currency account	<input checked="" type="checkbox"/> Euro
The account owner Univerzita Palackého v Olomouci	
Name of the bank: [REDACTED] Address of the bank: [REDACTED]	
IBAN — the full number of the account:	Bank SWIFT:
[REDACTED]	

Article 8/Reports

1. The Partner shall provide the Coordinator with any information and document required for the preparation of the first report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **31.03.2019** at the latest.
2. The Partner shall provide the Coordinator with any information and document required for the preparation of the second report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **31.08.2019** at the latest.
3. The Partner shall provide the Coordinator with any information and document required for the preparation of the third report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **31.01.2020** at the latest.
4. The Partner 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 legal representative* by **31.07.2020** at the latest.
5. The Partner shall provide the Coordinator with financial and technical report in advance of date of next payment.

Article 9/ VAT

1. The Partner declares that Value added tax is not recoverable under the applicable national VAT legislation.
2. The Partner declares that all costs reported in financial report shall be accounted in accordance to national legislations.

Article 10/ Monitoring and supervision

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

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 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 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 Coordinator's registered office 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 Coordinator's country.

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.

Done in Olomouc, Czech Republic, in two copies.

For the Coordinator

14.12.2010

For the Partner

Jaroslav Miller – Rector

Date: 20.11.2010