



Erasmus+

## PARTNERS AGREEMENT

### IDENTIFICATION OF THE PROJECT

**PROJECT N<sup>o</sup>.: 2018-1-PL01-KA202-051166**

**Project Title: MAKE YOUYR WAY**

**Under the Erasmus+ Programme**

This agreement between the **Coordinator** and each **Partner** shall be annexed to the Grant Agreement n<sup>o</sup> 2018-1-PL01-KA202-051166, **signed between the project coordinator (INnCREASE Sp. z o.o.) and the Polish National Agency for the Erasmus+ programme (FRSE).**

This agreement shall govern relations between:

**INnCREASE Sp. z o.o.**, hereafter named "*the Coordinator*", represented by Katarzyna Pydzińska Azevedo, Vice President of the Board, with registered office at ul. Nowogrodzka 31, 00-511 Warszawa, Poland, and with PIC number 949688589,

and

**the Statutory city of Karvina (SMK)**, hereafter named "*the Partner*", represented by **Jan Wolf, Mayor of the City**, with registered office at **Fryštátská 72/1, 733 24 Karviná**, with VAT number **CZ00297534** and with PIC number **918490867**.

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, published in the Official Journal of EU No L 347/50 on 20/12/2013, the **Coordinator** and the **Partner** commit themselves to carrying out the work programme covered by this agreement and described in annex.
2. This work programme comes under the Grant Agreement n°. 2018-1-PL01-KA202-051166 signed between **the Coordinator** and the Fundacja Rozwoju Systemu Edukacji, the Polish National Agency of the Erasmus+ Programme (the National Agency), for the project ***Make Your Way.***
3. The total eligible cost of the work programme abovementioned, all financing combined, is estimated at **200.326,67 EUR** (including all taxes and duties).
4. The maximum Erasmus+ contribution to cover the expenditures incurred by any of the partners participating in the programme shall be **195 660,00 EUR** (including all taxes and duties).
5. The grant shall take the form of unit contributions and reimbursement of eligible costs actually incurred in accordance with the following provisions:
  - a) eligible costs as specified in Annex III of the Grant Agreement signed between the coordinator and the National Agency (annex 1);
  - b) estimated budget as specified in Annex II of the Grant Agreement signed between the coordinator and the National Agency (annex 1);
  - c) financial rules as specified in Annex III of the Grant Agreement signed between the coordinator and the National Agency (annex 1).
6. The final financial contribution shall depend on the evaluation of the quality of the results and outcomes of the project implementation, pursuant to the rules laid down at Community level, particularly in the agreement concluded between the Coordinator and the National Agency and the Erasmus+ Guide book, but shall, under no circumstances, give rise to a profit.
7. This agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project under the Grant Agreement n°. 2018-1-PL01-KA202-051166 signed between the National Agency and the Coordinator.
8. The subject matter of this agreement and the related work programme are detailed in the annexes, which form an integral part of this agreement and that each party declares to have read and approved.

9. By signing the Agreement, the partner accepts the grant and agrees to implement the Project, acting on their own responsibility.

#### **Article 2/Duration**

1. The project referred to in Article 1 has the duration of 30 months, starting on 2018-11-01 and ending on 2021-04-30.
2. This agreement enters into force on the date of signature by the last of both participating parties to the agreement and terminates at the moment of payment of the balance of the agreement, as mentioned in Article 6.1.
3. The period of eligibility of the costs and expenses, corresponds to the project duration, starting on 2018-11-01 and ending on 2021-04-30.

#### **Article 3/Obligations of the Coordinator**

The Coordinator shall:

- i. take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this agreement 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;
- ii. send to the Partner a copy of the various reports and of any other official document concerning the project;
- iii. notify and provide the Partner with any amendment made to the Grant Agreement n<sup>o</sup>. 2018-1-PL01-KA202-051166 concluded with the National Agency;
- iv. 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;
- v. comply with all the provisions of Grant Agreement n<sup>o</sup>. 2018-1-PL01-KA202-051166 binding the Coordinator to the National Agency.

#### **Article 4/Obligations of the Partner**

The Partner shall:

- i. take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this agreement and in its annexes, in accordance with the objectives of the project as set out in the Grant Agreement n<sup>o</sup>. 2018-1-PL01-KA202-051166 concluded between the National Agency and the Coordinator;
- ii. communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project;

- iii. promptly inform the coordinator of any delay in the performance of the activities undertaken by the partner under the present Contract.
- iv. accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
- v. make available any documentation/information on project finance and activities required by the NA or by the Commission or by any other outside body authorised by the NA, upon request.
- vi. report in time the activities implemented/developed and the costs incurred, demonstrating, when applicable accordingly to the guidelines of the Erasmus+ programme and National Agency, evidences and supporting documents of the activities and costs incurred;
- vii. 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.
- viii. prove that any communication and promotional material developed by the partner to display the EU flag and to acknowledge the support received under the relevant EU programmes

#### **Article 5/Financing**

1. The total expenditure to be committed by the **Partner** for the period covered by this agreement is estimated at **25 908,33** EUR (including all taxes and duties).
2. The Erasmus+ contribution for the **Partner** shall be a maximum amount of **25 575** EUR.
3. The allocation of Project funding to the partner is subject to receipt by the coordinator of the respective Project funding from the NA.

#### **Article 6/Payments**

1. The **Coordinator** commits himself to carry out payments relating to the subject of this agreement to the **Partner** according to the achievement of the tasks and according to the following schedule:
  - i. 1st payment: within 30 calendar days of the signing of the partners' contract between the Coordinator and the Partner and when the first payment is received by the Coordinator (10% of the amount specified in 5.2.);
  - ii. 2nd payment: within 30 calendar days after the approval of the Internal report (covering the activities and expenses between M1 and M4) by the Coordinator (10% of the amount specified in 5.2.);

- iii. 3rd payment: within 30 calendar days after the approval by the National Agency of the Progress report (covering the activities and expenses between M1 and M8) and when the respective payment will be received by the Coordinator (15% of the amount specified in 5.2., if the reported costs are higher than 70% of the amount already received);
- iv. 4th payment: within 30 calendar days after the approval of the Internal report (covering the activities and expenses of the first year of the project) by the Coordinator (15% of the amount specified in 5.2. if the reported costs are higher than 70% of the amount already received);
- v. 5th payment: within 30 calendar days after the approval by the National Agency of the Interim report (covering the activities and expenses between M1 and M15) and when the respective financing will be received by the Coordinator (15% of the amount specified in 5.2., if the reported costs are higher than 70% of the amount already received);
- vi. 6th payment: within 30 calendar days after the approval of the Internal report (covering the activities and expenses M1 and M22) by the Coordinator (15% of the amount specified in 5.2. if the reported costs are higher than 70% of the amount already received);
- vii. Final payment: within 60 calendar days after the approval of the final report by the National Agency and when the final payment will be received by the Coordinator (the payment will correspond to the final amount of eligible expenses approved by the NA minus previous payments).

2. **All payments shall be regarded as instalments 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. 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. The Partner that have incurred in any revenue shall declare it and communicate it to the Coordinator in order for the Coordinator to be able to fill out the reports.
4. 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.
5. Declarations of Expenditure shall be made in Euros (using the exchange rate published in the C series of the Official Journal of the European Union (<http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>) on 18/11/2016, and the coordinator shall make the payments in Euros.

### **Article 7/Bank account**

Respective payments to the Partner shall be made to the bank account in the name of the Partner (or sub-account) denominated in EUR, as indicated below:

NAME OF THE BANK:

BANK ADDRESS:

ACCOUNT N°:

ACCOUNT NAME:

SWIFT CODE:

IBAN NUMBER:

The Partner shall submit to the Coordinator appropriate support document to prove accurateness of the bank details above.

### **Article 8/Reports and relevant deadlines**

1. The partner shall be bound by the obligations set and instructions given for the part II of the General Conditions in the Grant Agreement (in Annex III and IV of the referred grant agreement) binding the coordinator to the NA.
2. The partner shall keep a record of any expenditure incurred under the Project and all proofs and related documents for 5 years after the date where final payment is received from the coordinator.
3. The reporting scheme includes internal reports and external/official reports, allowing a proper monitoring of the project implementation and expenditures.
4. The Partner commits itself in delivering in time to the Coordinator all the necessary information and support documents or evidences concerning the activities implemented and costs incurred and required for the analysis of the information received and preparation of the reports. Where appropriated, copies of all the necessary supporting documents completed and signed “as true copies of the original” by the legal representative of the Partner shall be sent.
5. The Partner shall provide the Coordinator with any information and document required for the preparation of the reports (including technical and financial execution) by the following dates:
  - a) For the first progress report – Partner’s input must be provided by 2019-07-14

- b) For the second progress report – Partner’s input must be provided by 2020-02-14
- c) For the final report – Partner’s input must be provided by 2021-05-30

#### **Article 9/ 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 agreement.
2. The Partner shall make available to the Coordinator any document making it possible to check that the aforementioned work is being or has been carried out.
3. The Partner shall provide the Coordinator with any information and document required from the National Agency to the Coordinator in case an audit is required for the project.

#### **Article 10/ GDPR**

1. The Partner is responsible to guarantee that it complies with the EU General Data Protection Regulation 2016/679 and any other applicable Data Protection Laws.
2. During the performance of the project activities the Partner shall not process any personal data unless processing is required to comply with the provisions of Grant Agreement n<sup>o</sup>. 2018-1-PL01-KA202-051166.
3. The Coordinator cannot be responsible for non-compliance with the EU General Data Protection Regulation 2016/679 of the 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 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 agreement, to the extent that these damages are not due to the serious or intentional negligence of the National Agency, the Coordinator or their personnel.
3. The partner shall indemnify the coordinator and any other partner against any claim made against or liability incurred by the coordinator in respect of any infringement by the partner of any copyright or other industrial property right or any statutory protection in

respect of any report or other material supplied by the partner to the coordinator pursuant to the present Contract.

4. The coordinator cannot be required to provide insurance coverage to persons participating in activities undertaken by the Partner under the present Contract.

#### **Article 12/Termination of the agreement**

1. The Coordinator may terminate the agreement if the Partner has inadequately delivered or failed to deliver any of the contractual obligations, if it is not due to *force majeure*, and after notification of the Partner through a registered letter that has remained without answer 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 agreement.
3. If the partner or the coordinator breaches the terms of the present Contract, the other party shall have the right to terminate this Contract.
4. Either party to this Contract shall have the right to terminate this Contract if the other party is insolvent or enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors.
5. The coordinator shall have the right to terminate the present Contract if the partner has made false declarations to the coordinator on work carried out or on expenditure. If the present Contract is so terminated, the coordinator may require the partner to reimburse all or part of the payments made under this Contract.

#### **Article 13/ Damages for Non-performance**

1. If the present Contract is terminated for the reason that the partner fails to perform its obligations under the present Contract, the rights and licences granted to the partner pursuant to this Contract shall cease immediately, and the partner shall forfeit the right to reimbursement for obligations performed.
2. Furthermore, if the Contract is terminated by the coordinator due to non-performance of obligations by the partner, the partner shall be responsible for and pay any direct cost increase resulting from the necessity to remedy the partners breach of responsibilities and to assign the tasks of the partner as specified in the present Contract to one or several parties.



**Article 14/ Jurisdiction clause**

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

**Article 15/ Amendments or additions to the agreement**

Amendments to this agreement shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this agreement.

**Annexes**

1. Grant Agreement N° 2018-1-PL01-KA202-051166 and its annexes signed between the coordinator and the National Agency
2. Proposal submitted to the National Agency and approved where each partner responsibilities are clearly defined.

Done in Warsaw, in two copies.

For the **Coordinator**,

For the **Partner**,

Signature and Stamp

Signature and Stamp

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Date:18.2.2019

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Date:16.4.2019