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GRANT AGREEMENT No: **2019-1-SK01-KA201- 060775**

**Under the ERASMUS+ Programme, Strategic Partnerships Action**

This contract shall govern relations between:

***Contractor:***

**INAK**

### ID NUMBER: 42361141

**VAT NUMBER: 2024153912**

**PIC NUMBER: 940193259**

**Address: Veternícka 112/9, 967 01 Kremnica, Slovak republic**

called hereafter “the contractor”, represented for the purposes of signature of this agreement by **XXX, chairman,**

on the one hand

and

***Partner:***

**Univerzita Jana Evangelisty Purkyně v Ústí nad Labem**

**ID NUMBER:**

**VAT NUMBER: CZ 44 555 601**

**PIC NUMBER: 973510431**

**Address: Pasteurova 3544/1, 400 96 Ústí nad Labem**

called hereafter “the partner”, represented for the purposes of signature of this agreement by doc. RNDr. Martin Balej, Ph.D., rektor univerzity

on the other hand,

which have agreed as follows:

**Article 1 / Subject**

1. The **Contractor** and the **Partner** commit themselves to carrying out the work programme covered by this contract, carried out under the ERASMUS+ scheme.
2. This work programme comes under the Agreement No. **2019-1-SK01-KA201- 060775**

concluded between **the Contractor** and the **National Agency** of the ERASMUS+ programme in the Slovak republic.

1. The maximum ERASMUS+ contribution to cover expenditure incurred by the members of the Partnership participating in the programme for the contractual period referred to the Agreement No. **2019-1-SK01-KA201-060775,** all financing combined, is estimated at **215 544,- EUR** (including all taxes and duties).
2. The final financial contribution shall depend on the evaluation of the quality of the results of the project named: ***Taking learning outdoors – supporting the skills of pre – school managers in outdoor education and care – TAKE ME OUT II. - Happy childhood happens outside – STEP HIGHER*** pursuant to the rules laid down at Community level, but shall, under no circumstances, give rise to a profit.
3. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project under the Agreement No. **2019-1-SK01-KA201-060775** passed between the National Agency and the Contractor.
4. 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 duration of **28 months**. It starts on **September 1st**

 **2019** and ends on **December 31st 2021.**

1. This contract enters into force on the date of signature by the second of both participating parties and terminates at the moment of payment of the balance of the contract, as mentioned in Article 7.1.
2. **The period of eligibility of the costs** starts on **September 1st 2019** and ends on **December 31st 2020.**

**Article 3 / Obligations of the Contractor**

The Contractor 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 **Contractor**;
2. to send to the Partner a copy of the Agreement No. **2019-1-SK01-KA201-060775** and its annexes, concluded with the National Agency;
3. to notify and provide the Partner with any amendment made to the Agreement No. **2019-1-SK01-KA201-060775** 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 No. **2019-1-SK01-KA201-060775** binding the **Contractor** 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 No. **2019-1-SK01-KA201-060775** concluded between the **National Agency** and the **Contractor**;
2. to comply with all the provisions of Agreement No. **2019-1-SK01-KA201-060775** binding the **Contractor** to the **National Agency**;
3. to communicate to the **Contractor** 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 Contractor, including details of costs claimed and, where appropriate, ineligible expenses;
5. to define in conjunction with the **Contractor** 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 expenditure to be committed by the Partner for the period covered by this contract is estimated at **39 059,-** **EUR** (including all taxes and duties).
2. The ERASMUS+ contribution for the Partner shall be a maximum amount of **39 059,- EUR**.

**Article 6 / Co-financing**

The Partner's financial contribution to the project amounts to **0,- EUR**.

**Article 7 / Payments**

1. The Contractor 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: Within 30 days of the entry into force of this agreement:

1st payment: **10 873 EUR** (calculated as aliquot part of the 60.000,- EUR of the first overall project payment),

After spending of 85% of the first payment and after progress and financial report is submitted to the Contractor and approved by National Agency:

2nd payment: **10 873 EUR** (calculated as aliquot part of the 60.000,- EUR of the second payment),

After spending of 85% of the second payment and after progress and financial report is submitted to the Contractor and approved by National Agency:

3rd payment: **9 501 EUR**

but maximum 80% of the total project grant.

After final report is approved

 by Contractor and National Agency (report has to be delivered to the contractor after the final closure of project activities and final closure of accounting related to the project, latest by January 30th 2022):

4th payment: **7 812 EUR** – as aliquote part of the remaining 20% of the project grant.

The grant requested will be in total max. **39 059,- EUR**.

1. 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. Payments periods and payments flows between the Contractor and the Partner might be changed in accordance with the payments of the National Agency to the Contractor.
2. 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 **Contractor.**
3. The final payment as mentioned in Article 7.1 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 8 / Bank account**

The bank account number (in IBAN form) of the Partner for sending the relevant payment by Contractor, specified in Article 7:

**Name of the bank: ČSOB**

**Address: Mírové náměstí 1/1, 400 40 Ústí nad Labem**

**The name of the owner of the account: Univerzita Jana Evangelisty Purkyně (UJEP)**

**Address: Pasteurova 3544/1, 400 96 Ústí nad Labem**

**Account number: XXX**

**IBAN number: CZ10 0300 0000 0002 6011 2295**

**SWIFT code: CEKOCZPP**

**Article 9 / Reports**

1. The Partner shall provide the **Contractor** with activity reports upon request, activities corresponding financial reports and final activity and financial report and provide any information and, where appropriate, copies of all the necessary supporting documents *completed and signed by the legal representative* by **the dates corresponding to the payments as described in article 7/1.**
2. The Partner shall provide the **Contractor** with any information and document required for the preparation of the progress and final reports and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative*.

**Article 10 / Monitoring and supervision**

1. The Partner shall provide without delay the **Contractor** 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 **Contractor** any document making it possible to check that the before mentioned work programme is being or has been carried out.

**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 **Contractor** 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 **Contractor** or their personnel.

**Article 12 / Termination of the contract**

1. The **Contractor** 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 **Contractor**, supplying all relevant information, of any event likely to prejudice the performance of this contract.

**Article 13 / Jurisdiction clause**

1. Failing amicable settlement, 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 Slovak republic***.***

**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) Description of the Partner's tasks and detailed budget of the ERASMUS+ allocation.

Done in Kremnica, and Ústí nad Labem, in two copies.

For the **Contractor**, For the **Partner**,

The legal representative The legal representative

XXX doc. RNDr. Matej Balej, Ph.D.

Chairman of INAK rektor UJEP

[ signature ] [ signature ]

August 28th 2019