

**ERASMUS+ KA2 STRATEGIC PARTNERSHIP PROGRAMME**

ERASMUS+ PROGRAMME OF THE EC

CONTRACT BETWEEN THE CONTRACTOR AND THE PARTNER

A contract between the Contractor and each Partner has to be signed before the beginning of the activities of the partnership as described in this contract; it shall be annexed to the**AGREEMENT n°2019-1-CZ01-KA203-061163.**

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

Full official name: **České vysoké učení technické v Praze**

Official legal form: **higher education institution**

Official address in full: **Jugoslávských partyzánů 1580/3, 160 00, Praha-6**

VAT number: CZ 68407700

(“**the Contractor**”), represented for the purposes of signature of this agreement by **doc. RNDr. Vojtěch Petráček, CSc.** (the legal representative or the institutional representative) on the one hand

and

Full official name: **Univesidade do Algarve**

Official legal form: **Univesity**

Official address in full: **Campus da Penha, Estrada da penha, 8005-139 Faro, Portugal**

VAT number: **505387271**

(“**the Partner**”), represented for the purposes of signature of this agreement by **Prof.ª Doutora Maria Alexandra Anica Teodósio – Vice-rector**

 (the legal representative or the institutional representative)

on the other hand,

Which have agreed as follows:

**Article 1/Subject**

1. Having regard to the decision of the European Parliament and the Council of establishing an action programme in the field of ERASMUS+, the **Contractor** and the Partner commit themselves to carrying out the work programme covered by this contract**.**

This work programme comes under the **AGREEMENT n°2019-1-CZ01-KA203-061163** concluded between **the Contractor** and the **Czech National Agency (NA)**.

1. The total grant (maximum Community contribution) of the project for the contractual period referred to by the **AGREEMENT n°2019-1-CZ01-KA203-061163,** is estimated at **250 452,00 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 n°2019-1-CZ01-KA203-061163** pursuant to the rules laid down at Community level, particularly in the Administrative and Financial Handbook, 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 n°2019-1-CZ01-KA203-061163** under the **AGREEMENT n°2019-1-CZ01-KA203-061163** passed between the **Czech 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 a duration of **24 months.** It starts on **01.09.2019** 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.

1. The period of eligibility of the costs starts on **01.09.2019** and finishes on **31.08.2021.**

 **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 **Czech National Agency** and the **Contractor**;
2. to send to the Partner a copy of the **AGREEMENT n°2019-1-CZ01-KA203-061163** and its annexes, concluded with the Czech National Agency, 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 n°2019-1-CZ01-KA203-061163** concluded with the Czech 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 n°2019-1-CZ01-KA203-061163** binding the **Contractor** to the **Czech 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 n°2019-1-CZ01-KA203-061163 including all annexes** concluded between the **Czech National Agency** and the **Contractor**;
2. to comply with all the provisions of **AGREEMENT n°2019-1-CZ01-KA203-061163 including all annexes** binding the **Contractor** to the **Czech 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 Community contribution (grant) for the Partner shall be a maximum amount of **39 442** **EUR** for the period covered by this contract (including all taxes and duties).

**Article 6/Co-financing**

If applicable,obligatory co-financing is need only in case of the Exceptional costs (25%).

The Partner's financial contribution to the project (in case of using the maximum planned exceptional costs) amounts to 0,00 **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 and acceptance of the tasks and according to the following schedule:
2. Payments for
* Transnational project meetings - a maximum amount **5 340 EUR**
* Travel and individual support of transnational training, teaching and learning activities - a maximum **0 EUR**
* Multiplier events - a maximum amount **0 EUR**.

will be carried out quarterly after completing the events and submitting documents to the Contractor in the particular period and in compliance with Article II.19 of General Conditions and with Annex III Financial and Contractual Rules of AGREEMENT n°2019-1-CZ01-KA203-061163.

1. Payments for Project Management and Implementation will be carried out according to payment schedule:

|  |  |  |
| --- | --- | --- |
| **Payment period** | **Item** | **A Maximum Amount** |
| within 30 days after the signing this agreement | Project Management 60 % | **3 600 EUR** |
| 2020/06 | Project Management 20 % | **1 200 EUR** |
| within 30 days after the approval of the final report by the Czech Republic ERASMUS+ Agency, and the transfer of the balance payment to the Contractor | Project Management 20 % | **1 200 EUR** |

1. Payments for Intelectual Outputs will be carried out according to payment schedule:

|  |  |  |
| --- | --- | --- |
| **Payment period** | **Item** | **A Maximum Amount** |
| within 30 days after the signing this agreement | Intelectual Output 1: pre-financing payment 50 % | **1027,5 EUR** |
| Intelectual Output 5: pre-financing payment 50 % | **9735,5 EUR** |
| 2019/12 | Intelectual Output 2: pre-financing payment 50 % | **1712,5 EUR** |
| Intelectual Output 3: pre-financing payment 50 % | **1301,5 EUR** |
| 2020/09 | Intelectual Output 1: balance payment 50 % | **1027,5 EUR** |
| 2021/03 | Intelectual Output 3: balance payment 50 % | **1301,5 EUR** |
| Intelectual Output 4: pre-financing payment 50 % | **274 EUR** |
| within 30 days after the approval of the final report by the Czech Republic ERASMUS+ Agency, and the transfer of the balance payment to the Contractor | Intelectual Output 2 : balance payment 50 % | **1712,5 EUR** |
| Intelectual Output 4 : balance payment 50 % | **274 EUR** |
| Intelectual Output 5 : balance payment 50 % | **9735,5 EUR** |

All payments will be carried out according to payment schedule after submitting documents to the Contractor in compliance with Article II.19 of General Conditions and with Annex III Financial and Contractual Rules of AGREEMENT n°2019-1-CZ01-KA203-061163.

1. All payments shall be regarded as advances pending explicit approval by the **Czech National Agency** of the final report, the corresponding cost statement and the quality of the results of the project.
2. Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the Community financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the **Contractor** in order for the **Contractor** to be able to fill out the reports detailed in annex 3 of the **AGREEMENT n°2019-1-CZ01-KA203-061163** concluded with the **Czech National Agency**.
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.
4. **Article 8/Bank account of the partner**

Bank Name: **Caixa Geral de Depositos**

Bank Address: **Estrada da Penha, Urbanização Horta das Laranjeiras, Lote 8, 8005-329 Faro, Portugal**

BIC/Swift Code: **CGDIPTPL**

Account No: **PT50003502050000433913068**

Name on Account: **UNIVERSIDADE DO ALGARVE - Sócrates**

IBAN: **PT50003502050000433913068**

International Reference: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Article 9/Reports**

1. The Partner shall provide the **Contractor** 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 legal representative or the institutional representative by **30.06.2020** at the latest.
2. The Partner shall provide the **Contractor** 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 or the institutional representative by **31.08.2021** at the latest.

**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 aforementioned work programme is being or has been carried out.

3. The obligations described in General Conditions Article II.27 of the **AGREEMENT n°2019-1-CZ01-KA203-061163** apply *mutatis mutandis* to the contractor 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 **Czech 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 **Czech 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.

3. In duly justified cases – stating the reasons- the Partner may terminate the contract informing the Contractor by registered mail. If no reasons are given or if the **Contractor** and the **Czech National Agency** does not accept the reasons, the Partner shall be deemed to have terminated this agreement improperly. The process of the termination is set out in Grant Agreement, PART II General Conditions.

**Article 13/ Jurisdiction clause**

1. Failing amicable settlement, the **Courts of** **Prague**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 Czech 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**

1. Grant agreement (and its modifications) between the Contractor and the Czech National Agency with its annexes.

Done October 1st 2019 in Prague, in two copies

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

The legal representative or The legal representative or

the institutional representative the institutional representative

**doc. RNDr. Vojtěch Petráček, CSc., rector**  **Prof.ª Doutora Maria Alexandra Anica Teodósio, Vice-rector**

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