



Erasmus+ Programme

2014-2020

Key Action 2: Strategic Partnership Projects

AGREEMENT 2019-2-CZ01-KA205-061529

CONTRACT BETWEEN CIRQUEON (THE COORDINATOR) AND CIRKUS LEGRANDO (THE PARTNER ORGANISATION)

A contract between the Coordinator and each partner organisation should be signed before the beginning of the activities of the partnership as described in this contract; it shall be annexed to the Agreement 2019-2-CZ01-KA205-061529

This contract, drawn up under the Erasmus+ Programme (REGULATION (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing Erasmus+), shall govern relations between:

CIRQUEON, o.p.s.

Vlastislavova 603/11, Praha 4, 140 00, Czech Republic

IČ:2810620919

hereafter named "the Coordinator", represented by Šárka Maršíková, director,

on the one hand

and

Lužánky - středisko volného času Brno, příspěvková organizace (CIRKUS LEGRANDO)

Lidická 50, Brno, 65 812, Czech Republic

IČ: 00401803

hereafter named "the Partner Organisation", represented by Jan Ondroušek,

on the other hand,

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, the **Coordinator** and the Partner Organisation commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the *Agreement 2019-2-CZ01-KA205-061529* concluded between **the Coordinator** and the **National Agency**.

2. The maximum Community grant towards expenditure incurred by the members of the Partnership participating in the programme shall be **95 175 EUR**.
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° **2019-2-CZ01-KA205-061529** pursuant to the rules laid down at Community level, particularly in Annex III – Financial and Contractual Rules, but shall, under no circumstances, give rise to a profit.
4. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project n° **2019-2-CZ01-KA205-061529** under the Agreement n° **2019-2-CZ01-KA205-061529** 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, 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 **36 months**. It starts on **1st September 2019** and ends on **28th February 2022**.
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 **1st September 2019** and ends on **28th February 2022**.

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 Organisation a copy of the Agreement n° **2019-2-CZ01-KA205-061529** and its annexes, concluded with the National Agency, of the Financial and Contractual Rules, 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° **2019-2-CZ01-KA205-061529** 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 n° **2019-2-CZ01-KA205-061529** binding the **Coordinator and Beneficiaries** to the **National Agency**.

Article 4/Obligations of the Partner Organisation

The Partner Organisation 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° **2019-2-CZ01-KA205-061529** concluded between the **National Agency** and the **Coordinator**;
2. to comply with all the provisions of Agreement n° **2019-2-CZ01-KA205-061529** 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

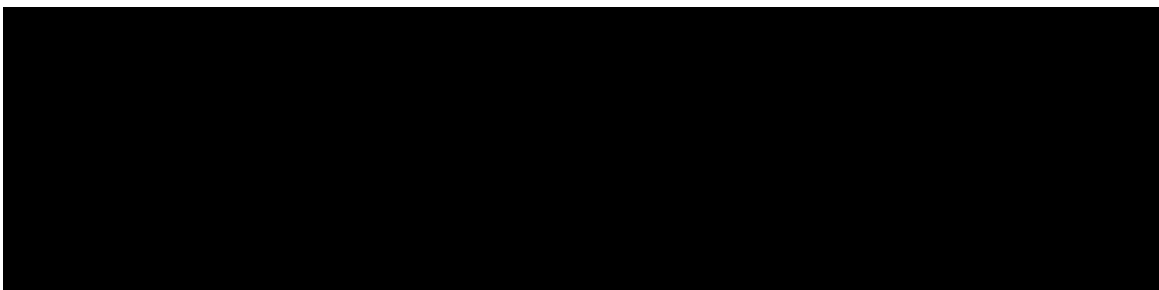
1. The Community grant contribution for the Partner shall be a maximum amount of **21 105 EUR**.

Article 6/Payments

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

1st payment: 40% [8,442 EUR] in December 2019
2nd payment: 40% [8,442 EUR] after the interim report is approved by the
 National Agency (interim report is due 30th November 2020)
final payment: 20% [4,221 EUR] after the final report is approved by 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.



Article 8/Reports

1. The Partner shall provide the **Coordinator** 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* by 30th November **2020** at the latest.
2. 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 **15th March 2022** at the latest.

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 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.

Article 10/ 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 Organisation 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 11/Termination of the contract

1. The **Coordinator** may terminate the contract if the Partner Organisation 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 12/ Jurisdiction clause

1. Failing amicable settlement, the Courts of **The Czech Republic** 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 13/ 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 Organisation (costs associated with the activities and sources of financing).
- b) description of the Partner's tasks and breakdown of the Community grant allocation.

Done in two copies.

For the **Coordinator**,

The legal representative
Šárka Maršíková, director

25th November 2019

Prague, Czech Republic

For the **Partner**,

The legal representative
Jan Ondroušek, director

26th November 2019

Brno, Czech Republic

Annexe 1

ABCIRK – BUDGET

	CIRQUEON	Cirkus LeGrando	Galway Community Circus	Cirkus in Beweging	
project management	15000	7500	7500	7500	
TPM1 - Leuven	1150	1150	1150	0	
TPM2 - Prague	0	1725	1725	1150	
TPM3 - Galway	1150	1150	0	1150	
LTTA1 - Galway - travel	1925	1925	0	1650	
LTTA1 - Galway - individual support			7240		
LTTA2 - Prague - travel	0	300	1925	1650	
LTTA2 - Prague - individual support	7240				
LTTA3 - Brno - travel	300	0	1925	1650	
LTTA3 - Brno - individual support		5430		0	
LTTA4 - Leuven - travel	1925	1925	1925	0	
LTTA4 - Leuven - individual support				7240	
total	28690	21105	23390	21990	95175

Annexe 2

PARTNER RESPONSIBILITIES

CIRQUEON

- Being a responsible and active partner in this project and follow the best youth work practice in all activities and ensuring the wellbeing and safety of all participants
- Internal communication (following the project plan and making sure all partners are kept up to date, delivering all administrative tasks on time, taking minutes of the meetings etc)
- Preparing the funding application, mid term report, final report and partner contracts
- Coordination of the video channel of the project
- Coordination of documentation of the youth trainings and PR activities
- Financial management of the project and book keeping
- Communication with Czech National Agency
- Assistance with reporting to Czech National Agency in the middle and end of the project
- Coordination of meetings happening in Prague (booking meeting venue, restaurants/food, buying materials needed, hosting, cultural programme, meeting administration etc.)
- Travel logistics (buying the plane tickets etc)

- Signing contracts with participants from CIRQUEON
- Following health and safety rules
- Dissemination activities
- Making sure that everyone from their group is insured for the travel and all activities

GALWAY COMMUNITY CIRCUS

- Being a responsible and active partner in this project and follow the best youth work practice in all activities and ensuring the wellbeing and safety of all participants
- Coordination of meetings happening in Galway (booking meeting venue, restaurants/food, buying materials needed, hosting, cultural programme, meeting administration etc.)
- Travel logistics (buying the plane tickets etc and notifying the coordinator from CIRQUEON of their travel plans)
- Signing contracts with participants from Galway Community Circus
- Following health and safety rules
- Dissemination activities
- Making sure that everyone from their group is insured for the travel and all activities

CIRKUS LEGRANDO (LUŽÁNKY)

- Being a responsible and active partner in this project and follow the best youth work practice in all activities and ensuring the wellbeing and safety of all participants
- Coordination of meeting happening in Brno (booking meeting venue, restaurants/food, buying materials needed, hosting, cultural programme, meeting administration etc.)
- Travel logistics (buying the plane tickets etc and notifying the coordinator from CIRQUEON of their travel plans)
- Signing contracts with participants from Cirkus LeGrando
- Following health and safety rules
- Dissemination activities
- Making sure that everyone from their group is insured for the travel and all activities
- Providing expertise in video making and editing

CIRKUS IN BEWEGING

- Being a responsible and active partner in this project and follow the best youth work practice in all activities and ensuring the wellbeing and safety of all participants
- Coordination of meetings happening in Leuven (booking meeting venue, restaurants/food, buying materials needed, hosting, cultural programme, meeting administration etc.)
- Travel logistics (buying the plane tickets etc and notifying the coordinator from CIRQUEON of their travel plans)
- Signing contracts with participants from Cirkus in Beweging
- Following health and safety rules
- Dissemination activities
- Making sure that everyone from their group is insured for the travel and all activities