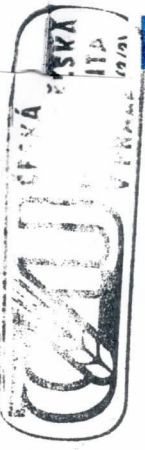


Výběh 07/16
dr RS



**Czech University of Life Sciences Prague
Rectorate**

Kamýcká 129, 165 21 Praha 6 – Suchbátov
Tel.: +420 224 384 082, web: www.czu.cz

**Erasmus+ programme - Call for proposals 2016
Key Action 2
Strategic partnerships in the field of education, training and youth
Grant agreement No. 2016-1-CZ01-KA202-023939
Titul: „Interwork between Generation Z and Employers“**

Došlo na právní oddělení ČZU dne:
15. 12. 2016

CONTRACT BETWEEN THE BENEFICIARY AND THE PARTNER

This contract, drawn up under the ERASMUS+ Programme, General call for proposals for the Erasmus+ Programme in 2016, Call for proposals 2016 — EAC/A04/2015, Key Action 2, shall govern relations between:

**Czech University of Life Sciences Prague,
Kamýcká 129, 165 21 Praha 6
Czech Republic,
hereafter named "the Contractor", represented by Jiří Balík,**

on the one hand, and

**Instituto Politécnico do Porto [IPP]
Rua Dr. Roberto Frias, 712
4250-465 Porto,
Portugal**

hereafter named "the Partner", represented by Maria do Rosário Gambôa Lopes de Carvalho

on the other hand, which have agreed as follows:

Article 1/Subject

- 1. Having regard to the provisions of EAC/A04/2015 Decision, published in the Official Journal of the C 347/6, Volume 58, October 20, 2015, the **Beneficiary** and the **Partner** commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the Grant Agreement No. **2016-1-CZ01-KA202-023939** concluded between Dům zahraniční spolupráce, příspěvková organizace, IČ: 61386839, Na Poříčí

1035/4, 110 00 Praha 1 (Centre for International Services, Czech National Agency for European Educational Programmes - hereinafter **Czech National Agency**) and the Beneficiary.

2. The total eligible cost of the action for the period of eligibility of costs referred to by the Grant Agreement No. **2016-1-CZ01-KA202-023939** as amended, all financing combined, is **EUR 375 170** (including all taxes and duties). The maximum ERASMUS+ contribution to cover expenditure incurred by the members of the Partnership participating in the programme shall be **EUR 375 170**.
3. The payment of the balance shall depend on the evaluation of the quality of the results of the action No. **2016-1-CZ01-KA202-023939** pursuant to the rules laid down at Community level in compliance with the General Call for Proposals 2015, 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 under the Grant Agreement No. **2016-1-CZ01-KA202-023939** passed between Czech National Agency and the Beneficiary.
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 action referred to in Article I has a duration of **36 months**. It starts on **01.09.2016** and ends on **31.08.2019**.
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 4 of the Grant Agreement No. **2016-1-CZ01-KA202-023939** concluded between Czech National Agency and the Beneficiary.
3. The period of eligibility of costs starts on **01.09.2016** and finishes on **31.08.2019**.

Article 3/ Obligations of the Beneficiary

The Beneficiary 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 Grant agreement concluded between Czech National Agency and the Beneficiary;
2. to notify and provide the Partner with any Amendment made to the Grant agreement No. **2016-1-CZ01-KA202-023939** concluded with Czech 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;
4. to comply with all the provisions of Grant Agreement No. **2016-1-CZ01-KA202-023939** binding the Beneficiary 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 Grant Agreement No. **2016-1-CZ01-KA202-023939** concluded between Czech National Agency and the Beneficiary;
2. to comply with all the provisions of Grant Agreement No. **2016-1-CZ01-KA202-023939** binding the Beneficiary to the National Agency;
3. to communicate to the Beneficiary 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 Beneficiary, including details of costs claimed and, where appropriate, ineligible expenses;
5. to define in conjunction with the Beneficiary 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 **EUR 1375** (including all taxes and duties).
2. The ERASSMUS+ contribution for the Partner shall be a maximum amount of **EUR 39 975**.

Article 6/ Co-financing

The Partner's financial contribution to the project amounts to 25% of the allocated exceptional costs.

Article 7/ Payments

1. The Beneficiary 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:

A: 20% of approved community grant

After having signed the contract between the Czech University of Agriculture in Prague and the project partner and after having received the first payment from the Czech National Agency. The payment shall be realised within 20 working days of receipt of the payment from the Czech National Agency.

B: 20% of approved community grant,

after finishing the IO1 and receiving relevant financial documents.

2nd payment:

A: 20% of approved community grant,

after acceptance of the Interim Report by the Czech National Agency and after having received the second payment from the Czech National Agency. Payment is due within 20 working days of the receipt of payment from the Czech National Agency.

B: 20% of approved community grant,

B: 20% of approved community grant,

after finishing or IO3 and acceptance of the financial-administrative contribution of the partner to the Final Report. Acceptance or rejection by the University of Agriculture in Prague of the aforementioned contribution shall be within 20 working days of receipt of the contribution.

Final payment:

20% of approved community grant,

1. After acceptance of the Final Report by the Czech National Agency and after having received the final payment. Payment is due within 20 working days of the receipt of payment from the Czech National Agency.
2. 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.
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. Any revenue shall be declared and communicated to the Beneficiary in order for the Beneficiary to be able to fill out the final report concerning the action No. **2016-1-CZ01-KA202-023939**.
4. The payment of the balance 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

Organization and account holder:

Instituto Politécnico do Porto

Name of responsible bank:

**IGCP – Agência de Gestão da Tesouraria e da Dívida Pública
Avenida da República, 57 – 6.º
1050-189 Lisboa
Portugal**

Name of responsible person for the task:

Prof.ª Dr.ª Maria do Rosário Gambôa Lopes de Carvalho

Bank details:

**No: 6505
IBAN: PT50 0781 0112 0000000650553
BIC: IGCPPTPL**

Article 9/ Reports

1. The Partner shall provide the Beneficiary with any information and document required for the preparation of the progress (**interim report**) report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative by 31.12.2017 at the latest*.
2. The Partner shall provide the Beneficiary with any information and document required for the preparation of the **final report** and, where appropriate, with copies of all the necessary

Article 10/ Monitoring and supervision

1. The Partner shall provide without delay the Beneficiary 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 Beneficiary any document making it possible to check that the aforementioned work programme is being or has been carried out.
3. The obligations described in Article 19 of the Grant Agreement No. **2016-1-CZ01-KA202-023939** apply *mutatis mutandis* to the Beneficiary 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 contract, 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 Beneficiary 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 Beneficiary or their personnel.

Article 12/ Termination of the contract

1. The Beneficiary 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 to the Partner by registered letter has remained without effect for one month.
2. The Partner shall immediately notify the Beneficiary, 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 **Prague 6** 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 Contract Amendment signed on behalf of each of the parties by the signatories to this contract.

The Czech National Agency must be informed by Beneficiary about all Contract Amendments before their signature.

Article 15/ Contact person

Contact person and manager responsible for the action No. **2016-1-CZ01-KA202-023939** is **Ludmila Dömeova**.

Annexes:

1. Detailed project expenditures and Community grant for each project partner.
2. Bank Information Sheet.

Done at Prague, in two copies.
For the Beneficiary,

Jiří Balík
Rector



31st of August 2016

Done at Porto, in two copies
For the Partner,

Maria do Rosário Gambôa Lopes de Carvalho
President of IPP

Por delegação
Despacho n.º 9613/2014
D.R. II Série n.º 141, de 24/07
Carlos Ramos
Vice Presidente
IPP



31st of August 2016

Done at Porto, in two copies
For the Partner,

Olímpio de Jesus Castilho
Dean of ISCAP



31st of August 2016

Bank Information Sheet

ACCOUNT HOLDER

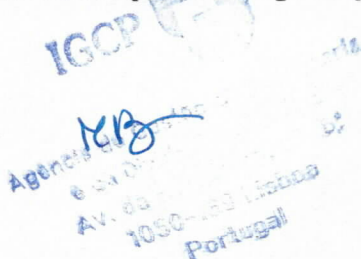
Name ⁽¹⁾	Instituto Politécnico do Porto
Address	Rua Dr. Roberto Frias, 712
Town/City	Porto
Post Code	4200-465
Country	Portugal
VAT Number	503606251
Contact Person	paula@sc.ipp.pt
Telephone	00351 225 571 000
Fax	00351 225 020 772
E-Mail	contabilidade@sc.ipp.pt

BANK

Bank Name	AGÊNCIA DE GESTÃO DA TESOURARIA E DA DÍVIDA PÚBLICA – IGCP, E.P.E.
Branch Address	AVENIDA DA REPÚBLICA, Nº 57, 6º
Town/City	LISBOA
Post Code	1050-189
Country	PORTUGAL
Account Number	6505
IBAN	PT5007810112000000650553
SWIFT code	IGCPPTPL

Remarks:

BANK STAMP + SIGNATURE of BANK REPRESENTATIVE (Both obligatory):

A blue ink stamp from IGCP (Agência de Gestão da Tesouraria e da Dívida Pública) is visible. The stamp includes the text 'Agência de Gestão da Tesouraria e da Dívida Pública', 'Av. da República 57, 6º', and '1050-189 Lisboa Portugal'. A handwritten signature in blue ink is written over the stamp.

DATE + SIGNATURE of ACCOUNT HOLDER (Obligatory):

A handwritten signature in blue ink is written over the date '04.11.2016'. To the right of the signature is a circular blue ink stamp from the Instituto Politécnico do Porto, featuring a stylized building icon and the text 'INSTITUTO POLITECNICO DO PORTO'.

(1) The name or title under which the account has been opened and not the name of the authorized agent