



ERASMUS+ Programme

KA2 – COOPERATION FOR INNOVATION AND THE EXCHANGE OF GOOD PRACTICES

PROJECT NUMBER - 2019-1-CZ01-KA202-061371

PROJECT TITLE- Euro Skills Trainer Register (ESTER)

CONTRACT BETWEEN THE CONTRACTOR AND THE PARTNER

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

Czech Certification Agency, s.r.o. (Contractor)
Vranov 83
664 32, Vranov u Brna
Statutory representative: Ing. Kristýna Dvořáčková

on the one hand

and

Partner name: Mendelova univerzita v Brně
Address: Zemědělská 1665/1, 613 00 Brno, Česká republika
Statutory representative: prof. Ing. Danuše Nerudová, Ph.D.

on the other hand,

Which have agreed as follows:



Article 1/Subject

1. Having regard to the provisions of the European Parliament and the Council establishing “ERASMUS+”: The union programme for education, training, youth and sport and repealing decision No. 1719/2006/EC, No. 1720/2006/EC, No. 1298/2008/EC, the Contractor and the Partner commit themselves to carrying out the work programme & associated tasks covered by this contract.

This work programme & associated tasks comes under the Agreement n° 2019-1-CZ01-KA202-061371 concluded between the Contractor and the National Agency.

2. The maximum ERASMUS+ contribution to cover expenditure incurred by the members of the Partnership participating in the programme shall be
3. The financial contribution shall depend on the evaluation of the quality of the results of the project n° - 2019-1-CZ01-KA202-061371 pursuant to the rules laid down at Community level, particularly in the Guidelines for Administrative and Financial Management and Reporting, 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° - 2019-1-CZ01-KA202-061371 under the Agreement n° 2019-1-CZ01-KA202-061371 passed between the National Agency and the Contractor.

Article 2/Duration

1. The project a duration of **36 months**. It starts _____ and ends on _____
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.
3. The period of eligibility of the costs starts on _____ and finishes on _____ .

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 & associated tasks, 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 document of the approved work programme and outputs, a timetable of meetings and activities of the Agreement n° 2019-1-CZ01-KA202-061371



and the guidelines for administrative and financial management and reporting, of the various reports and of any other official document concerning the project including a continuous update on the associated tasks;

3. to notify and provide the Partner with any amendment made to the Agreement n° 2019-1-CZ01-KA202-061371 concluded with the National Agency;
4. to ensure the attribution of the intellectual property rights and associated obligations are retained by the contractor, unless an additional individual agreement is made with the contractor which will supersede this.
5. to comply with all the provisions of Agreement n° 2019-1-CZ01-KA202-061371 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 and tasks 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-KA202-061371 concluded between the National Agency and the Contractor;
2. to comply with all the provisions of Agreement n° 2019-1-CZ01-KA202-061371 binding the Contractor to the National Agency;
3. to read, understand and be familiar with the document of the approved work programme and outputs and the annexes and associated tasks requested by the Contractor (I-IV) of Agreement n° 2019-1-CZ01-KA202-061371
4. to communicate to the Contractor any information or document required by the latter that is necessary for the management of the project;
5. to accept responsibility for all information communicated to the Contractor, including details of costs claimed and, where appropriate, ineligible expenses;
6. to support the Contractor in the preparation of the progress, interim and final reports;
7. to comply with the Contractor provisions relating to the role and rights and obligations of the two parties, including those concerning the attribution of all intellectual property rights which the Partner agrees will be assigned to the contractor, unless an additional individual agreement is made with the contractor which will supersede this.



Article 5/Financing

1. The ERASMUS+ **estimated** contribution for the Partner shall be a maximum amount of _____ depending upon satisfactory performance.
2. The ERASMUS+ contribution for the Partner depends upon their workload and relevant contribution to the project activities and results therefore the Contractor shall decide based on this the distribution of the amount between the Partners.

Article 6/Payments

1. The Contractor commits himself to carrying out payments, less any expenditure incurred on behalf of the Partner, 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: **Up to 20% pre-financing upon signing of the internal contract and depending on the relevant contribution to the identified tasks from meeting M1.**

2nd payment: **Up to 20% upon completion of agreed tasks and outputs in the work programme and the relevant contribution to the progress report and other tasks.**

3rd payment: **Up to 20% upon completion of agreed tasks and outputs in the work programme and the relevant contribution to the interim report and other tasks.**

Final payment: **Up to 40% upon receipt of claim forms with supporting documentation and agreed outcomes in the work programme completed and the contribution to the final report and other tasks.**

The final report will be evaluated on basis of quality criteria and scored on a total maximum 100 points. If the final report scores less than 50 points in total, the NA will reduce the final grant amount. The final report, products and outputs will be assessed focusing on:

- The extent to which the project was implemented in line with the approved grant application
- The quality of activities undertaken
- The quality of the products and outputs produced
- The learning outcomes and impact on participants
- The impact on the participating organisation



- The quality of the practical arrangements provided in support of the mobility, in terms of preparation, monitoring and support to participants during their mobility activity, the quality arrangements for the recognition/validation of the learning outcomes of participants
 - The quality and scope of the dissemination activities undertaken
 - The potential wider impact of the project on individuals and organisations beyond the beneficiaries
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.
 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 Contractor in order for the Contractor to be able to fill out the Interim and Final Reports for the Agreement 2019-1-CZ01-KA202-061371, concluded with the National Agency.
 4. 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 7/Bank account

Account holder: *Mendelova univerzita v Brně*

Bank name:

Bank address:

IBAN:

BIC:

Article 8/Reports

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

3. 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* by at the latest.

Article 9/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 and associated tasks 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 and associated tasks 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 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 11/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 12/Jurisdiction clause

1. Failing amicable settlement, the Courts of 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 *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.

Done in two copies.

Date:

Date:

For the **Contractor**,

For the **Partner**,

Signature:

Signature:

The legal representative
Ing. Kristýna Dvořáčková

The legal representative
prof. Ing. Danuše Nerudová, Ph.D.