



With the support of the
Erasmus+ Programme
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Erasmus+ Programme

**Key Action: Cooperation for Innovation and the Exchange of Good
Practices**

AGREEMENT n° 2020-1-CZ01-KA203-078454

**Project "CZECH ONLINE - Čeština jako cizí jazyk pro specifické účely"
(CZECH ONLINE - Czech as a Foreign Language for Specific Purposes)**

CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER ORGANISATION
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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+), (the "Agreement") shall govern relations between:

**Masarykova univerzita
Žerotínovo nám. 9
601 77 Brno
Czech Republic
ID Number: 00216224**

hereafter named **"the Coordinator"**, represented by **prof. MUDr. Martin Bareš, Ph.D., rector,**

on the one hand

and

**Fachhochschule Burgenland GmbH
Campus 1
A-7000 Eisenstadt
Austria
ID Number: FN224782m**

hereafter named **"the Partner"**, represented by **XXXXXXXXXX, managing director**

on the other hand,

Each a party, and together the parties (a "Party" / the "Parties")
The Parties 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 European 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 n° 2020-1-CZ01-KA203-078454** concluded between the Coordinator and the National Agency of the Czech Republic *Dům zahraniční spolupráce, příspěvková organizace*.

2. The maximum Community grant towards expenditure incurred by the members of the Partnership participating in the programme shall be **253 260,00 EUR** according to the article I.3 of the Agreement n° 2020-1-CZ01-KA203-078454.
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project "**CZECH ONLINE - Czech as a Foreign Language for Specific Purposes**" -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 "**CZECH ONLINE - Czech as a Foreign Language for Specific Purposes**" - under the Agreement n° 2020-1-CZ01-KA203-078454 - 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 **01/09/2020** and ends on **31/08/2023**.
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 6.1.
3. The period of eligibility of the costs starts on **01/09/2020** and finishes on **31/08/2023**.

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° **2020-1-CZ01-KA203-078454** - 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° **2020-1-CZ01-KA203-078454** - concluded with the National Agency;
4. endeavour 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° **2020-1-CZ01-KA203-078454** - binding the **Coordinator and Beneficiaries** to the **National Agency**.

Article 4/Obligations of the Partner Organisation

The Partner Organisation shall:

1. take all reasonable steps 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° **2020-1-CZ01-KA203-078454** - concluded between the **National Agency** and the **Coordinator**;
2. comply with all the provisions of Agreement n° **2020-1-CZ01-KA203-078454** - binding the **Coordinator** to the **National Agency**;
3. communicate to the **Coordinator** any information or document reasonably required by the latter that is necessary for the management of the project;
4. accept responsibility for all information communicated to the **Coordinator**, including details of costs claimed and, where appropriate, ineligible expenses;
5. endeavour 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.

6. provide the deliverables of the three Intellectual Outputs at the following dates:
Intellectual Output 05 (course B1) by **31.07.2022**.
Intellectual Output 06 (tandem materials) by **31.07.2022**
Intellectual Output 09 (translations to German) by **31.03.2023**

Article 5/Financing

1. The budget distribution between the Partner Organisations as shown in Annex II is based on the approved project budget and should be treated as indicative.
2. The final budget distribution will be based on the de-facto contributions of each of the Parties to the project activities (Management, Projects Meetings, Intellectual Outputs, Multiplier Events, Learning activities).

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% of the partner's budget indicated in Annex II** upon signing of the Partner Agreement and after the National Agency releases the first pre-financing payment to the Coordinator.
 - 2nd payment: **40% of the partner's budget indicated in Annex II** upon completion of agreed tasks and outputs in the work programme, submission of the reports stipulated in the Article 8 of this Agreement and demonstration that the partner has used at least 70% of the amount of the first pre-financing payment and once the National Agency releases the second pre-financing payment to the Coordinator.
 - final payment: **20% of the partner's budget indicated in Annex II**, based on the de-facto contributions of each of the Partners to the project activities, upon approval of the final report and payment of the final balance by the National Agency to the Coordinator
2. All payments shall be regarded as advance explicit approval by the National Agency of the final report, the corresponding cost statement and the quality of the results of the project.
3. The highest possible grant awarded is **77.553,00 €**. The total amount maybe lowered due to covid-19 measurements and restrictions regarding travel expenses and other expenses related to planned project meetings, dissemination activities and short-term joint staff training events.

Total grant available	77 553,00 €	
40% Advanced Payment I.	31 021,20 €	30 days after signing the PA
40% Advanced Payment II.	31 021,20 €	15.5.2022 at the latest
max. 20% Additional Payment	15 510,60 €	after 30.10.2023

Article 7/Bank account

Account Name: Fachhochschule Burgenland GmbH

Bank Name: XXXXXXXXXX

Bank Address: XXXXXXXXXX

Swift/BIC: XXXXXXXXXX

IBAN: XXXXXXXXXX

Article 8/Reports

1. On a six-monthly basis (detailed deadlines are provided below) the **Partner Organisation** shall provide to the Coordinator all relevant documents that prove the progress in implementation of project deliverables (reports, time sheets, attendance certificates, etc.). In particular:
2. The Partner Organisation shall provide the Coordinator with any information and document required for the preparation of the progress report and, where appropriate, with copies of all the necessary supporting documents signed by the Legal Representative or by his/her appointed Proxy by 31.03.2021.
3. The Partner Organisation shall provide the Coordinator with any information and document required for the preparation of the progress report and, where appropriate, with copies of all the necessary supporting documents signed by Legal Representative or by his/her appointed Proxy by 30.09.2021.
4. The Partner Organisation shall provide the Coordinator with any information and document required for the preparation of the **progress report (28.2.2022)** and, where appropriate, with copies of all the necessary supporting documents signed by the Legal Representative or by his/her appointed Proxy by **31.01.2022**.
5. The Partner Organisation shall provide the Coordinator with any information and document required for the preparation of the **interim report (30.11.2022)** and, where appropriate, with copies of all the necessary supporting documents signed by the Legal Representative or by his/her appointed Proxy by **30.10.2022**.
6. The Partner Organisation 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 signed by the Legal Representative or by his/her appointed Proxy by 31.03.2023.
7. The Partner Organisation shall provide the Coordinator with any information and document required for the preparation of the **final report (31.10.2023)** and, where appropriate, with copies of all the necessary supporting documents completed and signed by the Legal Representative or by his/her appointed Proxy by **30.09.2023**.

Article 9/ Monitoring and supervision

1. The Partner Organisation shall provide within a reasonable time 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 Organisation 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 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 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.
3. The Coordinator shall protect the National Agency, the Partner Organisation 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 Partner Organisation or their personnel.

Article 11/Termination of the contract

1. The Coordinator may terminate the contract if the Partner Organisation has inadequately fulfilled or failed to fulfil any of the contractual obligations, insofar as this is not due to *force majeure*, after notification of the Partner Organisation by registered letter has remained without effect for one month.
2. The Partner Organisation 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 **Brno, Czech Republic** shall have sole competence to rule on any dispute between the contracting parties in respect of this Contract.
2. This contract is governed by 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.

14/ Headings: Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Contract.

15/ No implied rights: No warranty or representation, express or implied, is given as to the accuracy, efficacy, completeness, capabilities or safety of any materials or information provided under this Contract. This Contract shall not be construed to grant a Party any licence or rights other than as expressly set out herein.

16/ Successors and assign: The Parties agree that this Contract and any subsequent amendments to it shall be binding on their successors in title, and assigns, and undertake to take all necessary steps to ensure that they are so bound.

17/ Third parties: This Contract does not create any right enforceable by any person not a Party to it.

18/ Name and Logo: Neither Party shall use the other's name, crest, logo or registered image for any other purpose without the express permission of the other Party. This clause shall survive the termination of this Contract.

19/ Entire Contract: This Contract and its annexes and schedules, which are incorporated into and form part of this Agreement, constitutes the entire Agreement between the Parties.

20/ Counterparts: This Contract may be executed in any number of counterparts, each of which when executed (and delivered) will constitute an original of this Contract, but all counterparts will together constitute the same agreement. No counterpart will be effective until each Party has executed at least one counterpart.

21/ Illegal/Unenforceable Provisions: If any part or any provision of this Contract shall to any extent prove invalid or unenforceable in law, including the laws of the European Union, the remainder of such provision and all other provisions of this Contract shall remain valid and enforceable to the fullest extent permissible by law, and such provision shall be deemed to be omitted from this Contract to the extent of such invalidity or unenforceability. The remainder of this Contract shall continue in full force and effect and the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced.

22/ Waiver of Rights: No failure to exercise or delay in the exercise of any right or remedy which a Party may have under this Contractor in connection with this Contract shall operate as a waiver thereof, and nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or of any other such right or remedy.

23/ Compliance: Each Party agrees to comply with all applicable anti-corruption, antibribery and local employment laws, as well as any other applicable legislation, laws and regulations in connection with their performance under this Contract, (including that relating to import and export control, transportation of hazardous materials, anti-money laundering, and tax laws). The parties agree that the personal data will be processed in compliance with current legislation.

Annexes:

- (I) Annex I Grant Agreement n° 2020-1-CZ01-KA203-078454
 - (II) Annex II General Terms and Conditions (hereinafter referred to as "General Terms and Conditions") - for download on the website www.naerasmusplus.cz
 - (III) Annex III Project description; Overall project budget; List of other recipients
 - (IV) Annex IV Financial and contractual rules - downloadable at www.naerasmusplus.cz
 - (V) Annex V Applicable rates - downloadable at www.naerasmusplus.cz
 - (VI) Annex VI Mandate given to the Coordinator by the Partner Organisation
- which form an integral part of the partnership agreement.

For the **Coordinator**,

prof. MUDr. Martin Bareš, Ph.D.
Rector

signature

date 13. 1. 2021

For the **Partner Organisation**,

XXXXXXXXXX
Managing Director

signature

date 9. 12. 2020