



Erasmus+ programme - Call for proposals 2020
Key Action 2
KA202 - Strategic Partnerships for vocational education and training
Grant agreement N° 2020-1-CZ01-KA202-078176

Titul: „Enterprises Growing Through Business Simulations“

CONTRACT BETWEEN THE CONTRACTOR AND THE PARTNER

This contract, drawn up under the ERASMUS+ Programme, General call for proposals for the Erasmus+ Programme in 2020, Call for proposals 2020 — EAC/A02/2019, Key Action 2, shall govern relations between:

Czech University of Life Sciences Prague,
Seat: Kamýcká 129, 165 00 Praha – Suchdol, Czech Republic
represented by **prof. Ing. Petr Sklenička, CSc., rector**
hereafter named "**the Contractor**"

on the one hand, and

Exponential Training & Assessment Limited
Acorn House, 140 Charnwood Road
Barwell, Leicestershire LE9, 8FU, United Kingdom
represented by **John Moore, Managing Director**
hereafter named "**the Partner**"

on the other hand,

which have agreed as follows:

Article 1/Subject

1. Having regard to the provisions of EAC/A02/2019 Decision, published in the Call for proposals 2020 — EAC/A02/2019 Erasmus+ Programme 2019/C 373/06, the **Contractor** and the **Partner** commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the Grant Agreement N° **2020-1-CZ01-KA202-078176** 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 Contractor.

2. The total eligible cost of the action for the period of eligibility of costs referred to by the Grant Agreement N° **2020-1-CZ01-KA202-078176** as amended, all financing combined, is **EUR 195 450** (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 195 450**.
3. The final financial contribution shall depend on the evaluation of the quality of the results of the action N° **2020-1-CZ01-KA202-078176** pursuant to the rules laid down at Community level in compliance with the General Call for Proposals 2020, 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 N° **2020-1-CZ01-KA202-078176** passed between Czech National Agency and the Contractor.

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 1 has a duration of **24 months**. It starts on **01.09.2020** and ends on **31.08.2022**.
2. This contract enters into force on the date of signature by the last of both participating parties to the contract and affective on the date of publication of the contract in the Register of Contracts in accordance with Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publishing of such contracts and register of contracts (the Law on Register of Contracts) as amended. This contract terminates at the moment of payment of the balance of the contract, as mentioned in article 1.4 of the Grant Agreement N° **2020-1-CZ01-KA202-078176** concluded between Czech National Agency and the Contractor.
3. The contracting parties have agreed that the services provided between the contracting parties within the scope of this contract prior to the effective date of this contract will be counted from the effective date as the performance under this contract.
4. The period of eligibility of costs starts on **01.09.2020** and finishes on **31.08.2022**.

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 Grant agreement concluded between Czech National Agency and the Contractor;
2. to notify and provide the Partner with any Amendment made to the Grant agreement N° **2020-1-CZ01-KA202-078176** 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 N° **2020-1-CZ01-KA202-078176** binding the Contractor to the National Agency.
5. To send to the Partner a copy of the Grant Agreement N° **2020-1-CZ01-KA202-078176** concluded with the Czech National Agency, of the Financial and Contractual Rules, of the various reports and of any other official document concerning the project.

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 N° **2020-1-CZ01-KA202-078176** concluded between Czech National Agency and the Contractor;
2. to comply with all the provisions of Grant Agreement N° **2020-1-CZ01-KA202-078176** binding the Contractor to the 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 ERASMUS+ contribution for the Partner shall be a maximum amount of **38 725,00 EUR** The Partner's detailed budget is described in the annexes to the contract (Annex 1).

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 Contractor 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:

15490,00 EUR, i.e. 40% of approved community grant,

After having signed the contract between Contractor and the Partner and after having received the first payment from the Czech National Agency. The payment shall be realised without undue delay after having received the signed contract from the Partner.

2nd payment:

15490,00 EUR, i.e. 40% 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.

Final payment:

7745,00 EUR, i.e. 20% of approved community grant,

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. Each 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 Contractor in order for the Contractor to be able to fill out the final report concerning the action N° 2020-1-CZ01-KA202-078176.
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

The Partner's bank information is described in the annexes to the contract (Annex 2).

Article 9/ Reports

1. The Partner shall provide the Contractor 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 31.08.2021 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 by 31.08.2022 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 Article 19 of the Grant Agreement N° 2020-1-CZ01-KA202-078176 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 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. No Party shall be responsible to any other Party, even if such Party was informed or aware of the possibility thereof, for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts provided such damage was not caused by a wilful act or by a breach of confidentiality.
3. 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 to 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 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 Contractor about all Contract Amendments before their signature.

Article 15/ Contact person

Contact person and manager responsible for the action N° 2020-1-CZ01-KA202-078176 is **Robert Hlavatý** (hlavaty@pef.czu.cz).

Article 16/Ownership and exploitation of results

Ownership, title and intellectual patent or property rights in the results of the project and the reports and other documents relating to it are vested in the Contractor, if not agreed otherwise.

1. The Parties undertake to disseminate freely accessible information on the Project's implementation activities at a national and European level.
2. The results of the Project, including industrial and intellectual property rights generated during the Project shall be vested in the Party or Parties that generates them. The relevant Parties shall be joint intellectual property owners of the research work which is carried out jointly. In case it is not possible to distinguish the share of each Partner in the development of the Project results, the Parties shall be co-owners of the results in proportion to their contribution.

3. The Parties grant each other the non-commercially, non-transferable unlimited right to use Project results for teaching and research purposes.
4. The Parties hereby agree and acknowledge that if at any time in the future the exploitation of Project results is envisaged, the terms of such exploitation shall be agreed in writing by all Parties in advance. This notwithstanding, where the Project produces results, the exploitation of which requires the pre-existing intellectual property of a Party (the Relevant Party), this Relevant Party shall grant (or shall procure the granting by an owning third party) the necessary non-exclusive, non-transferable rights and licences at adequate market conditions, provided that such rights and licences do not conflict with any third party rights or the Party's obligations towards such third parties.
5. Where industrial and intellectual property rights, including rights of third parties, exist prior to the execution of the Agreement and are to be introduced by a Party during the Project (Background Intellectual Property), the Parties shall establish a list which shall specify all such rights along with any limitations of ownership and any limitations of use of such Background Intellectual Property (including but not limited to data use) and disclose it to the partnership upon commencement of the Project (see Schedule V).
6. Before introducing same, the Parties shall ensure that they have the right to use the Background Intellectual Property (including the right to data use) during the implementation and completion of the Project and hereby authorize the use of such Background Intellectual Property by the other Parties for the implementation of the Project.
7. Background Intellectual Property can only be used for research purposes of the Project, unless the Partner who owns the background knowledge gives written permission for additional use. All Background Intellectual Property used in connection with the Project shall remain the property of the Party introducing same.
8. The Parties shall procure that their employees, agents, students, contractors and other individuals involved in the Project (together the Project Team) are aware of and remain compliant with the obligations arising under this Agreement in respect of intellectual property rights, so that no one can assert claims contrary to the provisions of this Agreement.

The Contract is drawn up in 3 identical copies, each copy having the value of the original. The undersigned Contractor will receive 2 and Partner 1 identical copies of the Contract.

The undersigned Partner agrees wholeheartedly with the publication of the full text of this Contract so that this Contract can be deemed information provided pursuant to Act No. 106/1999 Coll., on Freedom of Access to Information, as amended and Act No. 340/2015 Coll., on register of contracts.

Annexes:

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

Done at Prague

Done at Barwell, LE9 8FU, UK

For the Contractor,

For the Partner,

Prof. Ing. Petr Sklenička, CSc.
Rector

John Moore
Managing Director
Experiential Training & Assessment Limited
Acorn House
140 Charnwood Road, Barwell
Leicestershire LE9 8FU
Company Reg No: 4408831
VAT No: 715 5816 29

Date 22 -10- 2020

Date 19/10/20

Prověřeno právním odd. ČZU v Praze

Budget summary for E-GROWTH project

Organization	Project management and implementation	Transnational project meetings	Intellectual outputs	Multiplier events	Learning, Teaching, Training Activities	Total Grant
E10209207	12000	1725	18671	3000	1186	36582
E10015968	6000	2485	27240	3000	0	38725
E10071738	6000	1910	20656	2000	1186	31752
E10007147	6000	1725	12217	3000	1186	24128
E10203342	6000	1910	26631	3000	1356	38897
E10010886	6000	1910	14270	2000	1186	25366
	42000	11665	119685	16000	6100	195450

Bank Information Sheet

ACCOUNT HOLDER

Name ⁽¹⁾	Exponential Training & Assessment Limited
Address	Acorn House, 140 Charnwood Road
Town/City	Barwell, Leicestershire
Post Code	LE9 8FU
Country	United Kingdom
VAT Number	715581629
Contact Person	John Moore
Telephone	01455 845071
Fax	N/a
E-Mail	John.moore@exponentialtraining.com

BANK

Bank Name	Barclays Bank
Branch Address	Narborough Road Branch,
Town/City	Leicester
Post Code	LE87 2BB
Country	United Kingdom
Account Number	62644744
IBAN	GB21 BUKB 2049 0862 6447 44
SWIFT code	N/a