

Cooperation Agreement Between Coordinator and Project Partner

ERASMUS+Programme- KeyAction202:Strategic Partnership for vocational education and training

Project: AGROINCLUSION

Agreement Number: 2020-1-ES01-KA202-082469



COOPERATION AGREEMENT BETWEEN COORDINATOR AND PROJECT PARTNER

A cooperation agreement between the Coordinator and each Partner has to be signed before the beginning of the activities of the partnership as described in this agreement; it shall be annexed to the **Grant Agreement n° 2020-1-ES01-KA202-082469**.

FUNDACIÓN MONTE MEDITERRÁNEO, Dehesa San Francisco, Huelva, Spain, with OID number E 10019266 represented by Ernestine Lüdeke, Director – Coordinator.

On the one hand

Vyšší odborná škola a Střední zemědělská škola, Benešov, Mendelova 131, Central Bohemian, Czech Republic, with OID number E10077881 represented by Ivana Dobešová, Director.

Which have agreed as follows:

Article 1/Subject

- 1.1 **The Coordinator and the Partner** commit themselves to carrying out the work programme covered by this agreement. This work programme comes under the Agreement n° **2020-1-ES01-KA202-082469** concluded between **the Coordinator and the National Agency**.
- 1.2 The total cost of the project for the contractual period referred to by the Agreement n° **2020-1-ES01-KA202-082469** concluded, is a maximum amount of **EUR 133.658,00** and shall take the form of unit contributions and reimbursement of eligible costs actually incurred as mentioned in the Agreement n° **2020-1-ES01-KA202-082469**.
- 1.3 The final financial contribution shall depend on the evaluation of the quality of the results of the project **Agroinclusion** 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.

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1.4 This agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project of **Agroinclusion** under the Agreement n° **2020-1-ES01-KA202-082469** passed between **the National Agency and the Coordinator**.

1.5 The subject matter of this agreement, the related work programme and outputs 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

2.1 The project referred to in Article 1 has duration of **24 months**. It starts on **01/09/2020 and ends on 31/08/2022**.

2.2 This agreement enters into force on the date of signature by the last of both participating parties to the agreement and terminates at the moment of payment of the balance of the contract. However, in the event of an audit, **the Partner** is obliged to co-operate and provide information to fulfil audit requirements.

2.3 The Period of Eligibility of the costs starts on **01/09/2020 and ends on 31/08/2022**.

Article 3/Obligations of the Coordinator

The Coordinator shall undertake:

3.1 to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this agreement 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**;

3.2 to send to **the Partner** a copy of the Agreement n° **2020-1-ES01-KA202-082469** (Annex 1) and its annexes, concluded with the **National Agency**, of the Guidelines for Administrative and Financial Management and Reporting, of the various reports and of any other official document concerning the project;

3.3 to notify and provide **the Partner** with any amendment made to the Agreement n° **2020-1-ES01-KA202-082469** concluded with **the National Agency**;

3.4 to comply with all the provisions of Agreement n° **2020-1-ES01-KA202-082469** binding **the Coordinator to the National Agency**.

Article 4/Obligations of the Partner

4.1 to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this agreement and in accordance with the objectives

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of the project as set out in the Agreement n° **2020-1-ES01-KA202-082469** concluded between the **National Agency and the Coordinator**;

- 4.2 to ensure **the Partner** communicates in writing any changes to their Legal status, roles and responsibilities, organizational policies and any other aspects that may impact the project as a whole;
- 4.3 to comply with all the provisions of Agreement n° **2020-1-ES01-KA202-082469** binding **the Coordinator to the National Agency**;
- 4.4 to communicate to **the Coordinator** any information or document required by the latter that is necessary for the management of the project;
- 4.5 to accept responsibility for all information communicated to **the Coordinator**, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.6 to ensure all necessary documents that are needed to process claims are translated to English before submitting to the Coordinator. This will include, but is not limited to, employment contracts, signed attendance lists (templates to be provided by the contractor), receipts and travel evidence (including travel itinerary), evidence of project management and implementation activities and dissemination material;
- 4.7 to ensure staff working on the project have a formal link to the organization and can provide evidence of this;
- 4.8 to ensure the correct Logo(s) is used and to accept responsibility for the correct use of the Logo(s) and disclaimers on all necessary documents and disseminate this throughout the course of the project.

Article 5/Financing

- 5.1 The total expenditure to be committed by **the Partner** for the period covered by this contract is estimated at EUR **15.604,00**.

The difference between the budget requested in the Call 2020 Round 1 KA2 and the budget finally granted is due to the cut of the budget and duration of the project in the approval of the project by the National Agency. As a result of this cut, the overall budget has undergone a variation.

- 5.2 Provided that the project is implemented as described and according to the Agreement n° **2020-1-ES01-KA202-082469**. Any transfers between budget lines must be agreed in writing by the Coordinator and adhere to the guidelines detailed in the Agreement n° **2020-1-ES01-KA202-082469**.

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Article 6/Payments

The Coordinator undertakes to make the payments, less any expenditure incurred on behalf of the Partner, relating to the subject matter of this agreement to the Partner according to the achievement of the tasks and upon receipt of satisfactory evidence and according to the following schedule:

- **First Payment:** 80% As pre-financing.
- **Final Payment:** Final balancing payment based on final actual costs validated by the received evidence of expenditure and the partner's contractual agreements have been fully met. Payment will be made after official approval by the National Agency of the Final Report and once the final grant payment has been received by the coordinator. Where performance of tasks or eligible expenditure is not met, the payment may be proportionally reduced.

6.1 Claims must be submitted on time in the format requested by **the Coordinator**. Claims which are submitted in an incorrect format will be returned to the Partner for reformatting and resubmission.

6.2 Costs which could be considered as eligible according to the criteria become ineligible if they are not supported by adequate supporting accounting documents.

6.3 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.

6.4 Any revenue shall be declared and communicated to **the Coordinator** in order for **the Coordinator** be able to fill out the interim and Final Reports for the Agreement n°. **2020-1-ES01-KA202-082469**, concluded with the National Agency.

6.5 Payments made are subject to monitoring, evaluation and audit by The Commission or its representatives, which may be carried out at any time during the project implementation period and up to five years after the final Commission contribution is paid. This may result in recovery orders being issued by the Commission, where items of expenditure included in project claims are deemed ineligible. The Partner will be liable to return any monies relating to any cost items claimed by them and for which they have received a contribution from the Commission that are later deemed ineligible.

Article 7/Bank Account

Payments will be made by bank transfer.

IBAN: CZ7001000001233400850227

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Bank Code / BIC (SWIFT): KOMBCZPPXXX

Article 8/Reports

- 8.1 The Partner shall provide information and documents required for the preparation of the Interim Report in English and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 15/10/2021.
- 8.2 The Partner shall provide the Coordinator with any information and documents in English required for the preparation of the Final Report, where appropriate, with copies of all the necessary supporting documents completed, signed and authorised by their legal representative by 15/09/2022.

Article 9/Monitoring and Supervision

- 9.1 **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.
- 9.2 **The Partner** shall make available to **the Coordinator** any document making it possible to check that the agreed work programme is being or has been carried out.
- 9.3 The Partner shall ensure all claims including interim report and final report are fully completed and submitted using templates (to be provided) **by the National Agency**. All required supporting documentation must be submitted in accordance with **the National Agency Guidelines and Rules** (both to be circulated to partners).

Article 10/Checks and Audits

The **National Agency** and the Commission may carry out technical and financial checks and audits in relation to the use of the grant. Information and documents provided in the framework of checks or audits shall be treated on a confidential basis. Therefore, **the partner** shall:

- 10.1 Grant the National Agency, the Commission as well as any person or body mandated by them a full right of access to all documents concerning the implementation of the project, its results and the use of the grant in accordance with the terms and conditions of the present Agreement n° **2020-1-ES01-KA202-082469**;
- 10.2 Grant access to the sites and premises where the project is or was carried out. This right of access shall be granted until **5 years** after the date of the payment of the balance of the grant or the reimbursement thereof by the partner, unless

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a longer duration is required by the national law;

- 10.3 Keep all original documents, especially accounting and tax records and make available where necessary for a period **5 years** starting from the date of payment of the balance, unless a longer duration is required by the national law;
- 10.4 In the case where **the Partner** does not comply with the obligations set out above, the **National Agency** may consider; (a) any cost insufficiently substantiated by information provided by **the partner** as ineligible; (b) any unit contribution insufficiently substantiated by information provided by **the Partner** as undue;
- 10.5 On the basis of the findings established during any checks or audits, the **National Agency** may take the measures which it considers necessary, including recovery/claw-back for any ineligible expenditure occurred by **the Partner**. **The Partner** shall be responsible to return any amounts deemed as ineligible **to the Coordinator**;

Article 11/Terms and Termination

This agreement may be terminated with immediate effect by one party given written notice to the other:

- 11.1 In the event that a party commits a breach of the terms of the Agreement which is not capable of remedy or commits a breach of the provisions of this agreement which if capable of remedy, is not remedied to the reasonable satisfaction of the terminating party within a 30-day period as specified in a written notice notifying the other party of the breach and the request for remedy;
- 11.2 Either party shall have all or a substantial portion of its assets expropriated by any government;
- 11.3 Either party being engaged in behaviour or activities which materially call into disrepute damage or could damage the reputation or goodwill of the other parties;
- 11.4 **The Partner** shall immediately notify **the Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this contract or result in conflict of interest.

Article 12/ Liability

- 12.1 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

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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.

12.2 **The Partner** 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 13/Dispute Resolution

13.1 With respect to all disputes the aggrieved party shall notify the other party in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other party. A nominated representative from senior management of each of the parties ('Representatives') shall meet in person or communicate by telephone within 10 business days of the date of the written notification in order to reach an agreement about the nature of the deficiency and the corrective action to be taken by the respective parties. The Representatives shall produce a report about the nature of the dispute in detail to their respective boards and if no agreement is reached on corrective action, then the chief executives of each party shall meet in person or communicate by telephone, to facilitate an agreement within 10 business days of a written notice by one to the other. If the dispute cannot be resolved at board level within a further 5 business days, or if the agreed upon completion dates in any written plan of corrective action are exceeded, either party may seek its legal remedies.

Article 14/Jurisdiction

14.1 The law applicable to this agreement shall be the law of Spain.

14.2 Failing amicable settlement, the Court of Spain shall have sole competence to rule on any dispute between the contracting parties in respect of this agreement.

Article 15/Intellectual Property

15.1 This agreement does not affect the ownership of any Intellectual Property in any Background or in any other technology, design, work, invention, software, data, technique, know-how, or materials that are not Results. The Intellectual Property in them will remain the property of the party that contributes them to the Project (or its licensors).

15.2 The parties recognise that each party may wish to publish material which makes reference to or contains material arising from the Project in the course of the normal exchange of information for academic and educational purposes.

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Any academic publication shall be subject to the prior written consent of either party whose consent shall not be unreasonably withheld.

Article 16/Amendments or Additions to the Contract

16.1 Amendments to this agreement shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this contract.

Article 17/Additional Provisions

17.1 The Partner is expected to follow any additional provisions required by the national law (Data Protection, Equal opportunities, Protection of Children and Vulnerable Adults and Health and Safety) throughout the course of the project. It is the Partner's responsibility to ensure these provisions are met at all times during the implementation of the project and where necessary refer to their national legislation.

Annexes

Annex 1— Grant Agreement with the National Agency

Annex 2 — General terms and conditions with the National Agency

Annex 3 — Application Form

Annex 4 — Excel detailed Budget

Done at Spain, in two copies.

For the Coordinator

Legal Representative

Ernestine Lüdeke

Date: 10/12/2020

Signature:

FLANKING

For the Partner

Legal Representative

Ivana Dobešová

Date: 16.12.2020

Signature: