



Boosting Sustainable Digital Education for European Universities (BoostEdU)

Ref. Project: 2020-1-CZ01-KA226-HE-094408

This contract is concluded between the following parties:

Official name: VYSOKÉ UČENÍ TECHNICKÉ V BRNĚ

Official legal form: Public

Official registration no.: 00216305

Official address in full: ANTONÍNSKÁ 548/1, 601 90 BRNO

ECHE: CZ BRNO01

Hereafter named “the Coordinator”, represented by Rector Petr Štěpánek on the one hand

and

Official name: UNIVERSITATEA POLITEHNICA DIN BUCURESTI

Official legal form: Public

Official registration no.: 4183199

Official address in full: SPLAIUL INDEPENDENTEI 313 SECT 6, 060042

BUCHAREST

ECHE: RO BUCURES11

Hereafter named “the Partner Organization”, represented by Rector Mihnea Costoiu on the other hand,

Which 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 Union programme for education, training, youth and sport, the **Coordinator** and the Partner Organization commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the **Agreement n°- 2020-1-CZ01-KA226-HE-094408 (BoostEdU)** concluded between the **Coordinator** and the **National Agency**.

2. The maximum Community grant towards expenditure incurred by the members of the Partnership participating in the programme shall be **288610 EUR**.
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° - **2020-1-CZ01-KA226-HE-094408 (BoostEdU)** 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 n° KA226-80A74399 under the Agreement n° - **2020-1-CZ01-KA226-HE-094408 (BoostEdU)** passed between the **National Agency** and the **Coordinator**.

Article 2/Duration

1. The project referred to in Article 1 has a duration of **24 months**. It starts on 01.03.2021 and ends on 28.02.2023.
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 7.1.
3. The period of eligibility of the costs starts on 01.03.2021 and finishes on 28.02.2023.

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-KA226-HE-094408** 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 Organisation with any amendment made to the Agreement n° - **2020-1-CZ01-KA226-HE-094408** concluded with the National Agency;
4. to define in conjunction with the Partner Organization 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-KA226-HE-094408** binding the **Coordinator and Beneficiaries** to the **National Agency**.

Article 4/Obligations of the Partner Organization

The Partner Organization 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 n°-**2020-1-CZ01-KA226-HE-094408** concluded between the **National Agency** and the **Coordinator**;
2. to comply with all the provisions of Agreement n° -**2020-1-CZ01-KA226-HE-094408** binding the **Coordinator** to the **National Agency**;
3. to communicate to the **Coordinator** 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 **Coordinator**, including details of costs claimed and, where appropriate, ineligible expenses;
5. 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.

Article 5/Financing

1. The Community grant contribution for the Partner shall be a maximum amount of **63260 EUR**.

Article 6/Payments

1. The **Coordinator** commits himself to carrying out payments relating to the subject matter of this contract to the Partner Organization according to the achievement of the tasks and according to the following schedule:

1st payment: 80% of the total grant **50608 EUR**

2nd payment/ final payment: 20% of the total grant **12652 EUR after the approval of the final report**

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.

Article 7/Bank account

[(references of the bank account opened in the name of the Partner into which the funds allocated to the Partner will be paid)]

Bank Name: [REDACTED]

Branch Address: [REDACTED]

Account Holder: [REDACTED]

Sort Code: [REDACTED]

Account Number: [REDACTED]

IBAN: [REDACTED]

BIC: [REDACTED]

Article 8/Reports

1. The Partner Organization shall provide the **Coordinator** with any information and document required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents.
2. The Partner Organization 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.

Article 9/ Monitoring and supervision

1. The Partner Organization 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.
2. The Partner Organization 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 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 Organization 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 11/Termination of the contract

1. The **Coordinator** may terminate the contract if the Partner Organization 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 Organization 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 the 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 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.

Annexes

- 1) the project proposal as it has been submitted
- 2) detailed project budget relating to the activities of the Partner Organization (costs associated with the activities)

Done in Brno and Bucharest, in two copies.

For the **Coordinator**,

For the **Partner Organization**,

Petr Štěpánek
Rector

Mihnea Costoiu
Rector

[signature]

[signature]

[date]

[date]