



Funded by the  
Erasmus+ programme  
of the European Union

**CONTRACT BETWEEN THE CONTRACTOR AND THE PARTNER  
FOR THE REALISATION OF PROJECT UNDER THE ERASMUS+ PROGRAMME**

**PROJECT TITLE: VIRTUAL VISITING PROFESSORS  
AGREEMENT NUMBER – 2020-1-CZ01-KA226-HE-094462**

This contract shall govern relations between:

Name of the institution: **Vysoká škola chemicko-technologická v Praze**  
registered seat: **Prague, Technická 1905/5, post code 160 00**  
registration number: **604 61 373**

Project Coordinator: **xxxxxx**  
Project Coordinator E-Mail: **xxxxxx**  
Project Coordinator Phone Nr.: **xxxxxx**

hereafter named "**the Contractor**"  
represented by **xxxxxx, Rector**

on the one hand and

Name of the institution: **Kauno Technologijos Universitetas**  
registered seat: **Kaunas, K. Donelaicio 73, Lithuania, post code LT-44249**  
registration number: **LT119505811**

Project Manager: **xxxxxx**  
Project Manager E-Mail: **xxxxxx**  
Project Manager Phone Nr.: **xxxxxx**

hereafter named "**the Partner**"  
represented by: **xxxxxx, Vice-Rector**

on the other hand, which agreed as follows:

**Article 1 – Subject**

1. The Contractor and the Partner commit themselves to carrying out the work program covered by this contract. This work program comes under the Agreement n° **2020-1-CZ01-KA226-HE-094462**, concluded between the Contractor **Vysoká škola chemicko-technologická v Praze** and the **Czech National Agency CZ01, DZS, Centre for International cooperation in Education**.



2. The total cost of the project for the contractual period referred to by the Agreement n° **2020-1-CZ01-KA226-HE-094462**, all financing combined, is estimated at **xxxxx** (including all taxes and duties).
3. The maximum Erasmus+ contribution to cover expenditure incurred by the members of the Partnership participating in the program shall be 100% in all budget categories.
4. The final financial contribution can be decreased if (i) the results of the project are low-evaluated, (ii) project is partially completed, (iii) project is completed after the deadline pursuant to the rules laid down Agreement n° **2020-1-CZ01-KA226-HE-094462**.
5. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the Project under the Agreement passed between the National Agency and the Contractor.
6. The subject matter of this contract and the related work program 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. This contract enters into force on the date of signature by the last of both participating parties of the partnership.
2. The project referred to in Article 1 has a duration of 24 months. It starts on 1<sup>st</sup> March 2021 and ends on 28<sup>th</sup> February 2023.
3. The period of eligibility of costs starts on 1<sup>st</sup> March 2021 and finishes on 28<sup>th</sup> February 2023. All expenditure incurred before the 1<sup>st</sup> March 2021 or after the 28<sup>th</sup> February 2023 will be considered ineligible costs.

#### **Article 3 – Obligations of the Contractor**

The Contractor shall:

1. Take all the steps necessary to prepare for, perform and correctly manage the work program 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 Contractor;



2. Ensure Partners are familiar with the summary of Agreement n° **2020-1-CZ01-KA226-HE-094462** and its annexes, concluded with the National Agency, the various reports and any other official document concerning the project.
3. Notify and provide the Partner with any amendment made to the Agreement n° **2020-1-CZ01-KA226-HE-094462**.
4. 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. Comply with all the provisions of Agreement n° **2020-1-CZ01-KA226-HE-094462** binding the Contractor to the National Agency.

#### **Article 4 – Obligations of the Partner**

The Partner shall:

1. Take all the steps necessary to prepare for, perform and correctly manage the work program 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-094462** concluded between the National Agency and the Contractor;
2. Comply with all the provisions of Agreement n° **2020-1-CZ01-KA226-HE-094462** binding the Contractor to the National Agency;
3. Communicate to the Contractor any information or document required by the latter that is necessary for the management of the project;
4. Accept responsibility for all information communicated to the Contractor, including details of costs claimed and, where appropriate, ineligible expenses;
5. 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.
6. Accept the responsibility, as described in the Project Specification, for:
  - **Intellectual Outputs,**
  - **Transnational Project Meetings and National Multiplier Events,**
  - **Support responsibility for Dissemination & Sustainability,**
  - **Support responsibility for Evaluation.**



7. Manage the budget of maximum amount of **xxxxx** according to the financial breakdown of the Erasmus + allocation and cost categories (see Project Specification).
8. Ensure that only eligible costs under the Terms of the Project are reported and make any adjustments to the specific budget allocations only upon explicit approval by the Contractor and in accordance with the relevant Terms of the Project.
9. Costs must be evidenced in the accounting records of the organisation separately for the project, and according to the relevant cost categories.

#### **Article 5 – Financing**

The total expenditure to be committed by the Partner for the period covered by this contract is estimated at **xxxxx** (including all taxes, duties, and bank charges for payments).

#### **Article 6 – Co-financing**

There is no requirement for co-financing under Project Agreement n° **2020-1-CZ01-KA226-HE-094462**.

#### **Article 7 – Payments**

1. The Contractor commits 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:
  - a. **1<sup>st</sup> payment: 40%** of Erasmus+ financing allocated to the Partner upon signing of this Contract.
  - b. **2<sup>nd</sup> payment: 30%** of Erasmus+ financing allocated to the Partner by 30<sup>th</sup> April 2022 upon completion of agreed tasks and outputs in the work plan in adequate quality, and subject to the timely submission of all claim reports and the information necessary to prepare the Interim Progress Report.
  - c. **Final payment:** the remaining **30%** of the balance of Erasmus+ financing allocated to the Partner upon completion of all agreed tasks and outputs in the work plan in adequate quality, and subject to the timely submission of all claim reports and the information necessary to prepare the Final Report, once the Final Report and quality assessment of the outputs have been approved by the National Agency.



2. The Contractor commits himself to carrying out payments according to the conditions described in the above mentioned schedule, providing that the Contractor has received payments from National Agency.
3. Any revenues 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 eligible expenditure. Any revenue shall be declared and communicated to the Contractor in order for the Contractor to be able to report that fact to 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 eligible expenditure.

#### Article 8 – Partner’s bank account

Name of bank:	XXXXXX
Account holder:	XXXXXX
Full account number:	XXXXXX
IBAN account code:	XXXXXX
SWIFT/BIC code:	XXXXXX

#### Article 9 – VAT Declaration

Partner declares that he **can** recover Value Added Tax as the organization is VAT registered.

#### Article 10 – Reports

1. Partner shall provide Contractor with the reports and all the necessary copies of all project documents signed by the legal representative or authorized persons, and provide the Contractor with all relevant supplementary information. This shall always be delivered to the Contractor according to agreed deadlines.
2. The templates and specifications of claim reports and other reports will be provided in a timely manner by the Contractor, based on the outstanding requirements of the National Agency.
3. The Partner shall also provide the Contractor with any information and documents required for the preparation of an Interim Progress Report at the latest by **15<sup>th</sup> April 2022** to cover the reporting period **01/03/2021** to **28/02/2022**, and for the preparation of the Final Report at the latest by **15<sup>th</sup> April 2023** to cover the remaining period from **01/03/2022** to **28/02/2023**.



4. In case of any control conducted by National Agency, the Partner is obliged to support the Contractor with originals of the necessary documents.
5. The exchange rate which should be taken into account is the applicable daily rate established by the Commission and published on its website.
6. Partner is obliged to provide the Contractor with all necessary information to fill in the Mobility Tool+ as required.

#### **Article 11 – Authorizations and monitoring**

1. The Contractor authorizes **xxxxx**, Project Coordinator, to act on his behalf in all regular matters, relating to the execution of this Contract.
2. The Partner authorizes **xxxxx**, Project Manager, to act on his behalf in all regular matters, relating to the execution of this Contract.
3. 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 program covered by this contract.
4. The Partner shall make available to the Contractor any document making it possible to check that the aforementioned work program is being or has been carried out.

#### **Article 12 – Liabilities**

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.
3. No Party shall be liable to any other Party 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. For any remaining contractual liability, a Party's aggregate liability towards the other Party collectively shall be limited to the Party's share of the total costs of the Project.



### Article 13 – Termination

1. Each Party may terminate the contract if the other Party 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 other Party 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.
3. In the event of contract termination, partner is obliged to immediately return the amount of money received on the basis of this contract, except those which have been expended within the project and recognized as eligible.

### Article 14 – 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 15 – Amendments

1. 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.

### Article 16 – Annexes

1. The integral part of this contract is the annex Project Specification in the form of the approved Project Application (202 pages).

The contract was drawn up in two identical copies.

**Vysoká škola chemicko-  
technologická v Praze**

**Kauno Technologijos  
Universitetas**

Date

Date

Name legal representative:

XXXXX

Name legal representative:

XXXXX



Funded by the  
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of the European Union

Signature of legal representative:

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Official stamp

Signature of legal representative:

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