



GRANT AGREEMENT

For an Action

AGREEMENT NUMBER — 2016-1-HR01-KA201-022159-3

ERASMUS+

PROJECT NUMBER — 2016-1-HR01-KA201-022159

AGREEMENT¹ BETWEEN THE PROJECT COORDINATOR² AND THE PARTNER

This Agreement, drawn up under the action programme in the field of Erasmus+ Key activity 2: Strategic partnerships for the project with multiple users (within the ERASMUS + (Regulation (EU) no. 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing the Erasmus+: the Union program for education, training, youth and sport) **shall govern relations between:**

X. gimnazije „Ivan Supek“, MBS: 080400075, Klaićeva 7, 10000 Zagreb, CROATIA, OIB: 01896750020, PIC n°: 930581044, hereafter named the *project coordinator* represented by headmistress, **XXXXXX XXXXXXXX**

on the one hand

and

Střední škola Náhorní, U Měšťanských škol 525/1, Czech Republic, CZ010 - Hlavní město Praha; MBS: 61388262; PIC n°: 944228750, hereafter named the *partner* represented by headmistress, **XXXX XXXXXXXXXX**

on the other hand

Which have agreed as follows:

Subject

Article 1

1. Having regard to the provisions of ERASMUS + (Regulation (EU) no. 1288/2013 of the European Parliament and of the Council of 11. December 2013 establishing the Erasmus +: the Union program for education, training, youth and sport the Project coordinator and the Partner commit themselves to carrying out the work programme covered by this Agreement for the project entitled ***Handbook for reluctant, struggling and poor readers*** (abbreviated *Handbook for RSP readers*) - (hereafter "Project").

¹ Agreement between the Project coordinator and each Partner has to be signed before the **1st payment (Article 12 of this Agreement)** of the partnership as described in this Agreement.

² The Project coordinator shall be entitled to add other clauses to those indicated here

2. This Agreement comes **under** the Agreement n° **2016-1-HR01-KA201-022159** concluded between the project coordinator and the National Agency (**Annex IV**) signed on **September 10, 2016**.
3. The total cost of the project for the contractual period referred to by the Agreement **2016-1-HR01-KA201-022159**, all financing combined (**Annex III**), is estimated at **144.198,00 EUR** (including all taxes and duties).
4. This Agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project described under the Agreement n° **2016-1-HR01-KA201-022159** concluded between the National Agency and the Project coordinator.
5. By signing the Agreement Partner accept the grant and guarantees a timely and professional performance of all commitments within contracted activities, acting on their own responsibility.
6. Each party declares that it is in conformity with the obligations and rights under this Agreement and the related package of the project (**Annex II**.) which is an integral part of this Agreement.

Duration

Article 2

1. The Project referred to in **Article 1** has a duration of **24** months. It starts **September 1, 2016**, and ends on **August 31, 2018**. Partner agrees to execute the commitments under this Agreement in period of **24** months.
2. The Agreement enters into force on the date of signature by the last of both participating parties.
3. The Agreement is effective until the Project coordinator fulfill his obligations to the competent authorities of the National Agency, including the period of availability of documents for financial controls.
4. The period of eligibility of the costs starts on **September 1, 2016** and finishes on **August 31, 2018**.

Obligations of the Project coordinator

Article 3

The Project coordinator shall undertake:

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 project application and the Agreement n° **2016-1-HR01-KA201-022159** concluded between the National Agency and the project coordinator (**Annex IV**);

2. To send to the Partner any amendment to the Agreement no. **2016-1-HR01-KA201-022159** concluded with the National Agency.
3. To send to the Partner
 - a) a copy of the NA Revision of the Budget (Annex III)
 - b) a copy of the Agreement n° 2016-1-HR01-KA201-022159 (Annex IV)**
 - c) Financial and Contractual rules (Annex V)
 - d) General conditions (Annex VI)
 - e) For the duration of the project: a copy of the various reports and of any other official document concerning the Project.
4. Within 60 days after the date of the end of Project Coordinator is required to complete a final report on the implementation of the project and, if applicable, all the results of the project to publish the Dissemination platform for the results of the projects Erasmus + (<http://ec.europa.eu/programmes/erasmus-plus/projects/>). The final report is considered to be a request Project coordinator for payment of the balance of the grant.
5. All rights of the project, especially the comprehensive copy-right with all cognizances in scope of the Agreement initiation and realisation that concern software, materials and information are owned exclusively by the Project coordinator. In order to guarantee the best possible dissemination and valorisation of the project products the Project coordinator grants approval to the Partner in scope of the products.

Obligations of the Partner

Article 4

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 Agreement and in its annexes, in accordance with the objectives of the Project as set out in project application and the Agreement n° **2016-1-HR01-KA201-022159** concluded between the National Agency and the Project coordinator;
2. Commitments undertaken in this Agreement will be done on time, professionally and in high quality and professional standards, in accordance with applicable EU and national legislation;
3. To communicate to the Project coordinator any information or document (in written and digital form) required by the latter that is necessary for the management of the project in accordance with the Agreement no. 2016-1-HR01-KA201-022159;
4. To accept responsibility for all information communicated to the Project coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
5. To use the allocated funds exclusively for the implementation of the project in accordance with the Agreement no. **2016-1-HR01-KA201-022159** grant;
6. To keep a separate accounting system or adequate accounting records for the project implementation;

7. To keep all evidence of made payments as well as other relevant documentation on the project for at least five years of project completion;
8. To provide an audit trail and retention of all documents required to ensure an adequate audit trail;
9. To submit reports on the activities to the Project coordinator after the implementation of each activity (Article 15). All documents and reports on the activities of Partner will be delivered to the Project coordinator in English language, in printed and electronic form.
10. To submit all records and reports to the Project coordinator within five (5) days of the completion of the activities, unless the change of date is defined by agreement with Project coordinator;
11. To stick to the deadlines agreed with the Project coordinator and to communicate any delays in turning-in materials, reports or technical products before the deadline has passed; in case of a delay a new deadline has to be agreed upon in due time by both the Project coordinator as well as by the Partner.
12. To define, in conjunction with the Project coordinator, the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.
13. To accept English as the project language which includes the exchange of correspondence, the developed contents etc. except the project results translated in the national languages.
14. To cite and quote used literature and experts interviewed throughout the project correctly.
15. It is forbidden by law and by this Agreement to copy, pass on and/or similarly develop the software or contents produced within the framework of the project (i.e. method's data base etc.) without the consent of the Project coordinator. The Partner is obliged to use information given by the Project coordinator in a confidential way.
16. The Partner is obliged to inform all members of the national project team about the confidentiality and the copy-right.
17. The Partner is obliged not to publish contents of the project without the consent of the Project coordinator. This concerns parts of the contents, also if produced in a similar way. What we consider being published contents are: books, articles, websites, databases etc.
18. The rights and obligations of this Agreement merge also to the legal successors of the Project coordinator and the Partner.
19. The assignments of claims of this Agreement by the Partner is only acceptable and effective with the written consent of the Project coordinator.
20. The legal relationship between the Agreement parties is exclusively regulated by this Agreement.

21. Partners must have in place effective measures and procedures to ensure the safety and security of participants in their project.
22. Partners will ensure that all stakeholders involved in mobility activities abroad have adequate insurance.
23. All changes and supplementations of this Agreement have to be done in a written form, including also a change of this rule.

Consent of parent / guardian

Article 5

1. Partner is required to obtain the consent of a parent / guardian for underage participants prior to their participation in any mobility activities.

Dissemination

Article 6

1. Project coordinator and Partner will implement dissemination activities as described in Project application under H.2 Dissemination and Use of Projects' Results.
2. Educational materials produced by Partner and Project coordinator in the Project, will be available free on the Internet with an open license (Open Access; European Commission, Directorate-General for Research & Innovation, 15. February 2016, and under Creative Commons Licence Agreement).
3. If applicable, all the results of the project produced by Partner will be publish at the Dissemination platform for the results of the projects Erasmus + (<http://ec.europa.eu/programmes/erasmus-plus/projects/>).
4. Partner will follow the Dissemination plan of the Project and commit agreed amount of grant to dissemination purposes that can be funded only from Project management budget.
5. Project coordinator and Partner agree upon dissemination activities proposed in Dissemination plan of the Project and undertake to respect and implement the agreed dissemination activities for the purpose of dissemination of the project results as proposed in application form of the Project.
6. Partner undertake to provide actual proof of dissemination activities in form of photographs, video clips, newspaper articles, leaflets or any other promo materials that can serve as real material proof that dissemination activities has been carried on.
7. Partner undertakes to publish evidence of the implemented dissemination activities at the shared network service project.

Visibility of financing Union

Article 7

1. Project coordinator and Partner are required to ensure the recognition of grants that have been received in the Erasmus + in all documents and promotional materials. Guidelines for users and third parties are available at:
http://eacea.ec.europa.eu/about-eacea/visual-identity_en

Statements on the exclusion of liability of the Commission

Article 8

1. In any individual or group communication or publication of beneficiaries in connection with the action, in any form and by any means, must state the following:
(A) to reflect only the view of the author; and
(B) that the Commission is not responsible for the use of the information contained therein.

Subcontracting

Article 9

1. Project coordinator and Partner are not allowed to subcontract activities financed from the budget category Intellectual results.

Reallocation of funds between budget categories

Article 10

1. Partner is allowed to reallocate up to **20%** of the funds intended for the Management and implementation of the project, Transnational project meetings, Intellectual results, Events with multiplier effects, Activities of learning / teaching / training and Exceptional costs to any other budget category **except the budget category Management and implementation of the project and Exceptional costs**.
2. Any redistribution within the budget could result in max. 20% of the total amount, at the level of the entire project, allocated to a particular budget category (**Appendix III**).
3. The redistribution of funds among budget categories can be carried out only with the approval of the Project coordinator.

Pre-financing and financing

Article 11

1. The purpose of pre-financing is to provide partners liquidity. Funds paid for pre-financing remains the property of the Project coordinator until the final report is accepted by the National Agency and payment of the balance is conducted.

2. The total expenditure to be committed by the Partner for the period covered by this Agreement is estimated at **24.342,70 EUR** (including all taxes and duties).
3. The National Agency (as legal representative for Erasmus+ authorized by the European Commission) contribution for the Partner shall be a maximum amount of **4.868,54 EUR** upon receipt and approval of the final report.
4. Partner will be paid 80% of the demonstrable costs. The remaining 20% of the actual cost will be paid to Partner upon delivery of the final report of the Project, confirmation on the implementation of the project and fulfillment of the agreed quality. If National Agency rates the activities that have been carried out not satisfactorily or that the costs were not supported by relevant documents (bank statements, transfers or appropriate accounts) payments will not be executed.

Payments

Article 12

1. The Project coordinator commits himself to carrying out payments relating to the subject matter of this Agreement to the Partner according to the achievement of the tasks and according to the following schedule:

1st payment:	6.085,68 EUR	25% of the partner's share after the Project coordinator has received the signed partner Agreement, 2 weeks after the project coordinator has received the first payment by the National agency
2nd payment:	3.651,41 EUR	15% of the partner's share after sixth months since project start and the <u>first interim report</u> was accepted by the Project coordinator
3d payment:	4.868,54 EUR	20% of the partner's share after the <u>first main interim report</u> was accepted by the Project coordinator and by the National Agency
4th payment	4.868,54 EUR	20% of the partner's share after the <u>final report</u> was accepted by the National Agency
final payment:	4.868,54 EUR	20% of the partner's share, payable after the final report, 2 weeks after the Project coordinator has received the last payment by the National agency.

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.
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 Project coordinator in order for the Project coordinator to be able to fill out the Agreement n° **2016-1-HR01-KA201-022159** concluded with the National Agency.

Financial responsibility for recovery

Article 13

1. The financial responsibility of each Partner is limited to the amount that the respective user received.

Bank account

Article 14

BANK WIRE INFORMATION: XXXXXXXXXXXX/XXXX

ACCOUNT HOLDER: SŠ NÁHORNÍ

BANK: XXXXXXXXXXXX

SWIFT CODE: XXXXXXXXXXXX

IBAN: XXXX XXXX XXXX XXXX XXXX XXXX

Reports

Article 15

1. The **Partner** shall provide the Project coordinator with the first interim report 6 months after the start of the project (**February 1, 2017**). If the Partner previous work on the project meets quality standards , the second payment is due.
2. The **Partner** shall provide the Project coordinator with the first main interim report 12 months after the start of the project (**July 31, 2017**), If the Partner previous work on the project meets quality standards, the third payment is due.

For this report Partner is obliged to supply any information and document required for the preparation of the first main interim report and, where appropriate, with copies of all the necessary supporting documents, maintained in accordance with applicable accounting rules, completed, stamped and signed by the legal representative by **July 31, 2017**.

3. The **Partner** shall provide the **Project coordinator** with the third interim report 18 months after the start of the project (**February 1, 2018**).
4. The **Partner** shall provide the **Project 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, maintained in accordance with applicable accounting rules, completed, stamped and signed by the legal representative by **September 1, 2018**. at the latest.

Value Added Tax (VAT) and Conversion costs

Article 16

1. The Partner declares that he has possibility to recover value added tax (VAT) for his expenses.
2. The VAT percentage in the Partner's country amounts to: **21% (Czech Republic)**

3. The Partner declares that the costs in the interim and final report for this project are calculated according to the national regulations which his institution is subject to.
4. Each conversion costs incurred in other currencies, the euro users will make according to the monthly exchange rate established by the Commission and published on its website: http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm prevailing on the day the Agreement was signed by the other two parties.
5. Costs related to charges for the transfer of funds shall be borne as follows:
 - (A) NA borne transmission costs charged by its bank;
 - (B) Project coordinator bears the transfer costs charged by his bank;
 - (C) Partner responsible for the repeated transfer of funds to bear the costs of repeated transfer.

Monitoring and supervision

Article 17

1. The Partner shall provide without delay the Project coordinator with any information that the latter may request from him concerning the carrying out of the work programme covered by this Agreement.
2. The Partner shall make available to the Project coordinator any document making it possible to check that the aforementioned work programme is being or has been carried out.

Liability

Article 18

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 Project coordinator and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this Agreement, to the extent that these damages are not due to the serious or intentional negligence of the National Agency, the Project coordinator or their personnel.

Termination of the Agreement

Article 19

1. The Project coordinator may terminate the Agreement 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 of the Partner by registered letter has remained without effect for one month.
2. The Partner shall immediately notify the Project coordinator, supplying all relevant information, of any event likely to prejudice the performance of this Agreement.

3. It is considered that Partner does not fulfill its obligations if not executed tasks defined by submitted project proposal and this Agreement; if does not respond twice to a call of Project coordinator for sending certain documents, and does not send the required documentation later than 30 days.
4. Whether the Partner retreats from the project earlier then the implementation of the project is defined by the Agreement and project proposal, the Partner loses the right to further financing, other than those eligible costs related to the already implemented project activities.
5. In case the Project coordinator can prove that any data collected (i.e. expert interviews) throughout the project are faked, the Partner may be expelled from the partnership.
6. If the Partner cannot, and therefore does not, deliver the requested product until the second deadline has passed the Project coordinator may give the task to another partner and subsequently transfer the necessary budget share for this task from the Project coordinator to the other one (**Article 4.11**).

Jurisdiction clause

Article 20

1. Failing amicable settlement, the Courts of **Croatia** shall have sole competence to rule on any dispute between the contracting parties in respect of this Agreement.
2. The law applicable to this Agreement shall be the law of **Croatia**.

Amendments or additions to the Agreement

Article 21

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 Agreement.

Annex

Annex I

Budget summary: Detailed budget relating to the activities of the Partner; costs associated with the project activities in accordance to the NA Revision of the Budget.

f) Annex II

Work package: Description of the Partner's tasks and breakdown of activities.

g) Annex III

NA Revision of the Budget

h) Annex IV

Agreement 2016-1-HR01-KA201-022159

i) Annex V

Financial and Contractual rules³

j) Annex VI

General conditions⁴

The present Agreement is drawn up in 2 copies.
Each Partner shall receive one copy.

October 10, 2016.

For the **Project coordinator**,
(the legal representative)
XXXXXX XXXXXXXX
Headmistress

For the **Partner**,
(the legal representative)
XXXX XXXXXXXXXX
Headmistress

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_____2016.

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_____2016.

³ Translation of Financial and Contractual rules (Financijska i ugovorna pravila) to a national language are available on each Partner's NA web pages. Project coordinator can provide only Croatian translation available on NA web page: <http://www.mobilnost.hr/hr/sadrzaj/sudjelovanje/obrazovanje-i-osposobljavanje/erasmus-opce-obrazovanje/provedba-projekata-2016-/>

⁴ Translation of General conditions (Opći uvjeti) to a national language are available on each Partner's NA web pages. Project coordinator can provide only Croatian translation available on NA web page: <http://www.mobilnost.hr/hr/sadrzaj/sudjelovanje/obrazovanje-i-osposobljavanje/erasmus-opce-obrazovanje/provedba-projekata-2016-/>