



Erasmus+

ERASMUS+ PROGRAMME
STRATEGIC PARTNERSHIPS (KEY ACTION 2)
AGREEMENT NUMBER 2021-1-SK01-KA220-SCH-00027903

CONTRACT BETWEEN THE COORDINATOR AND THE CO-BENEFICIARY

This contract shall govern relations between:

Coordinator:

Name:

*Žilinská univerzita v Žiline
(University of Žilina)*

Represented by:

Address:

Univerzitná 8215/1, 010 26 Žilina, Slovakia

Responsible Contact Person:

Faculty of Management Science and Informatics

e-mail:

phone:

Institution ID:

00397563

VAT number:

202067784

on the one hand

and

Co-beneficiary:

Name:

*Univerzita Pardubice
(University of Pardubice)*

Represented by:

prof. Ing. Jiří Málek, DrSc., Rector

Address:

Studentská 95, 532 10 Pardubice, Czech Republic

Responsible Contact Person:

Faculty of Electrical Engineering and Informatics

e-mail:

Institution ID:

00216275

VAT number:

CZ00216275

on the other hand,

Which have agreed as follows:

Article 1/Subject

- 1.1. The Coordinator and the Co-beneficiary commit themselves to carrying out the work programme covered by this contract, for the project entitled “**Object Oriented Programming for Fun**”, under the ERASMUS+ Programme, Key Action 2 - Strategic Partnerships.
This work programme comes under the Agreement number **2021-I-SK01-KA220-SCH-00027903** concluded between the Coordinator and SAAIC - Slovak Academic Association for International Cooperation.
- 1.2. The maximum grant of the project for the contractual period referred to by the Agreement number **2021-I-SK01-KA220-SCH-00027903**, is estimated at **EUR 283 228**.
- 1.3. 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 number **2021-I-SK01-KA220-SCH-00027903** signed between the Coordinator and SAAIC - Slovak Academic Association for International Cooperation.
- 1.4. 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

- 2.1. The project referred to in Article 1 has duration of **32 months**. It starts on **16.01.2022** and ends on **15.09.2024**.
- 2.2. This contract enters into force on the date of signature by the last of participating party to the contract, into effect on the date following the day of its publication in the manner prescribed by Act no. 211/2000 Coll. by Coordinator and by Act no. 340/2015 Coll. by Co-beneficiary and terminates at the moment of payment of the balance of the contract, as mentioned in the article 6, paragraph 1.
- 2.3. The period of eligibility of the costs starts on **16.01.2022** and finishes on **15.09.2024**.

Article 3/Obligations of the Coordinator

The Coordinator is obliged:

- 3.1. 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 SAAIC - Slovak Academic Association for International Cooperation and the Coordinator;
- 3.2. to send to the Co-beneficiary a copy of the Agreement number **2021-I-SK01-KA220-SCH-00027903** and its annexes concluded with SAAIC - Slovak Academic Association for International Cooperation, of the Financial and Contractual Rules, and in case of need the copy of the respective reports and other official documents concerning the project;

- 3.3. to notify and provide the Co-beneficiary with any amendment made to the Agreement number **2021-I-SK01-KA220-SCH-00027903** concluded with the SAAIC - Slovak Academic Association for International Cooperation;
- 3.4. to define in conjunction with the Co-beneficiary the role and rights and obligations of the parties, including those concerning the attribution of the intellectual property rights;
- 3.5. to comply with all the provisions of Agreement number **2021-I-SK01-KA220-SCH-00027903** binding the Coordinator to SAAIC - Slovak Academic Association for International Cooperation.

Article 4/Obligations of the Co-beneficiary

The Co-beneficiary is obliged:

- 4.1. 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 number **2021-I-SK01-KA220-SCH-00027903** concluded between SAAIC - Slovak Academic Association for International Cooperation and the Coordinator;
- 4.2. to comply with all the provisions of Agreement number **2021-I-SK01-KA220-SCH-00027903** binding the Coordinator to SAAIC - Slovak Academic Association for International Cooperation, that Co-beneficiary has read and accepted;
- 4.3. to communicate to the Coordinator any information and submit all documents required by the latter that is necessary for the management of the project;
- 4.4. to accept responsibility for accuracy of all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.5. 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

- 5.1. The maximum grant of the Co-beneficiary for the period covered by this contract is estimated at **EUR 29 294,20**.
- 5.2. The total budget of the Partner according to the cost categories is:

Project management and implementation:	EUR 8 000
Transnational project meetings:	EUR 3 450
Project results:	EUR 8 220
Multiplier events:	EUR 3 225
Learning, Teaching and Training Activities:	EUR 1 904
Special costs:	EUR 4 495,20

Article 6/Payment Arrangements

- 6.1. The Coordinator commits himself to carrying out payments relating to the subject matter of this contract to the Co-beneficiary according to the achievement of the tasks and according to the following schedule:

1st payment:

An initial advance **EUR 11 700** - the transfer shall be executed no later than on January 31st, 2022.

2nd payment:

A second advance **EUR 11 700**, upon receipt of claim forms with supporting documentation and agreed outcomes in the work programme. The Coordinator reserves the right to withhold this second advance if the Co-beneficiary's report to Coordinator is submitted after the deadline mentioned in article 8, paragraph 1 of this contract.

3rd and final payment

The balance up to **EUR 5 894,20** will be paid once the Co-beneficiary's contractual agreements have been fully met, all the necessary supporting documentation has been submitted to the Coordinator and SAAIC - Slovak Academic Association for International Cooperation has approved the final report. The Coordinator reserves the right to withhold the balance and demand a refund of the amounts already paid if the report is presented after the deadline mentioned in article 8, paragraph 2 of this contract.

- 6.2. All payments shall be regarded as advances pending explicit approval by SAAIC - Slovak Academic Association for International Cooperation of the final report including approval of the eligibility of the costs, the corresponding cost statement and the quality of the results of the project.
- 6.3. The Co-beneficiary is obliged to reimburse all payments made under this contract if SAAIC - Slovak Academic Association for International Cooperation requests the Coordinator to reimburse them. If SAAIC - Slovak Academic Association for International Cooperation does not provide the payments for any reasons on the side of Co-beneficiary, the Coordinator will not provide the respective payment to the Co-beneficiary.

Article 7/Bank account

Funds allocated to the Co-beneficiary will be paid to the following bank account opened in the name of the Co-beneficiary:

Name of bank: Komerční banka, a.s.

Address: Na Příkopě 33, Praha 1

Account holder: Univerzita Pardubice

Full account number (including bank codes): 19-2522710287/0100

IBAN CZ1401000000192522710287

SWIFT/BIC code: KOMBCZPPXXX

Article 8/Reporting

- 8.1. The Co-beneficiary shall provide the Coordinator with any information and documents required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents completed and signed by its legal representative by **30.04.2023** at the latest.
- 8.2. The Co-beneficiary shall provide the Coordinator with any information and documents required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents completed and signed by its legal representative by **31.09.2024** at the latest.

Article 9/ Monitoring and supervision

- 9.1. The Co-beneficiary 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 Co-beneficiary 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.
- 9.3. The obligations described in Article II.27 of the Agreement number **2021-I-SK01-KA220-SCH-00027903** apply to the Coordinator and the Co-beneficiary.

Article 10/ Liability

- 10.1. 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.
- 10.2. The Co-beneficiary shall protect SAAIC - Slovak Academic Association for International Cooperation, 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 SAAIC - Slovak Academic Association for International Cooperation, the Coordinator or their personnel.

Article 11/Termination of the contract

- 11.1. The Coordinator may terminate the contract if the Co-beneficiary 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 Co-beneficiary by registered letter has remained without effect for one month.
- 11.2. The Co-beneficiary shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 12/ Jurisdiction clause

12.1. Failing amicable settlement, the Courts of Slovak Republic shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.

12.2. The law applicable to this contract shall be the law of the Slovak 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

- a) Project application (final version) which contains description of the Co-beneficiary's tasks
- b) Copy of Agreement number **2021-1-SK01-KA220-SCH-00027903** between Coordinator and SAAIC - Slovak Academic Association for International Cooperation

Done in two originals in English.

For the **Coordinator**,

For the **Co-beneficiary**,

The legal representative

[Redacted]

Rector

[Redacted]

ŽILINSKÁ UNIVERZITA V ŽILINE

Univerzitná 8215/1

010 26 ŽILINA

-1-

Date: 11 FEB. 2022

Done at Žilina

The legal representative

prof. Ing. Jiří Málek, DrSc.

Rector

[Redacted]

Date: 10. 1. 2022

Done at Pardubice

