|  |
| --- |
| **BILATERAL AGREEMENT**  **for the Project financed under the Erasmus+ Programme**  **Key Action 2**  **Strategic Partnerships**  **Project Title: Excellence for digital education in materials engineering**  **(acronym: DigiMat)**  **Project No.:** **KA220-HED-44AF55F1**  **Coordinator: Lodz University of Technology, PIC number: 999886671**  **Partner: Technical University of Liberec, Czech Republic** |

This Agreement shall govern relations between:

**Lodz University of Technology**, hereinafter referred to as “**the Coordinator**”, 116 Żeromskiego, Łódź 90-924 (Poland) and represented by associate professor Andrzej Romanowski, Vice-Rector for Education,

of the one part,

and

**Technical University of Liberec**, hereinafter referred to as “**the Partner**”, located at Studentská 1402/2,

461 17 Liberec, Czech Republic, represented by associate professor Miroslav Brzezina, rector,

of the other part,

which have agreed to the following:

1. **SUBJECT MATTER OF THE CONTRACT**
2. The Erasmus+ National Agency in Poland (hereinafter referred to as “**the National Agency**”) has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Grant Agreement for the Project entitled “Excellence for digital education in materials engineering” (hereinafter referred to as "**the Project**") under the Erasmus+ Programme Key Action 2 Strategic Partnerships.
3. The Coordinator and the Partner shall be bound by the terms and conditions of the Bilateral Agreement as well as the Grant Agreement n° **KA220-HED-44AF55F1**, signed on 01/10/2022 (hereinafter referred to as "**the Grant Agreement**") and its annexes, which form an integral part of the Bilateral Agreement. The Grant Agreement takes precedence over the Bilateral Agreement.
4. The Coordinator and the Partner commit themselves to carrying out the Project set out in the Application Form n° **KA220-HED-44AF55F1** and according to the specific decisions taken by the Project consortium regarding the implementation of the Project.
5. **ENTRY INTO FORCE AND DURATION**
6. The Bilateral Agreement shall enter into force on the date on which it is signed by the last party but shall have retroactive effect from the starting date of the eligibility period indicated in the Grant Agreement, being 01/01/2022.
7. The Project shall run between 01/01/2022 and 01/07/2024 both inclusive.
8. The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement, its annexes, and any subsequent amendments of it.
9. The Bilateral Agreement shall remain in force until the Coordinator has been discharged in full of its obligations arising from the Grant Agreement signed with the National Agency. The Coordinator will notify the Partner about the end of all binding obligations stated in the Grant Agreement.
10. **OBLIGATION OF THE COORDINATOR**

The Coordinator shall undertake to:

1. take all the steps necessary to prepare for, perform and correctly manage the work programme set out in the Bilateral Agreement and in its annexes, in accordance with the objectives of the Project as set out in the Grant Agreement concluded between the National Agency and the Coordinator;
2. send to the Partner a signed copy of the Grant Agreement and its annexes for the Project concluded with the National Agency;
3. send to the Partner any other official documents concerning the Project;
4. comply with all reporting requirements towards the National Agency;
5. notify and provide the Partner with any amendment made to the Project, concluded with the National Agency;
6. define in conjunction with the Partner the role, rights and obligations of the two parties, including those concerning the attribution of intellectual property rights;
7. comply with all the requirements of the Grant Agreement for the Project, binding the Coordinator to the National Agency;
8. inform the Partner about the grant regulations so that the Partner can act accordingly.
9. **OBLIGATION OF THE PARTNER**

The Partner shall undertake to:

1. take all the steps necessary to prepare for, perform and correctly manage the work programme set out in the Bilateral Agreement and in its annexes, in accordance with the objectives of the Project as set out in the Grant Agreement, concluded between the National Agency and the Coordinator; including:
2. participation in Project Management and Implementation (PMI);
3. participation in Transnational Project Meetings (TPM);
4. organization and coordination of M4 – 4th consortium meeting (TPM);
5. preparation of Project Results – PR1, PR2, PR3, PR4;
6. coordination of work at Project Result 3 – Collection of successful online classes in materials engineering;
7. preparation and organization of Multiplier event – Trial Cases Classes (E5) for 10 people;
8. preparation and organization of Multiplier event – Final conference (E6) for 30 people;
9. participation in Learning, Teaching, Training Activity C1 (Summer camp of materials science in Poland)
10. organization and coordination of Learning, Teaching, Training Activity C2 (Summer camp of materials science in Czech Republic).
11. comply with all the requirements of the Grant Agreement for the Project binding the Coordinator to the National Agency; as well as with EU and national legislation;
12. communicate to the Coordinator any information or documents required by the latter that are necessary for the management of the Project, immediately, i.e. within 7 (seven) working days from the day the Leader notifies the need to provide documents or information, in a form enabling the Coordinator to fulfil its obligations related to the implementation of the Project;
13. accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
14. be responsible for sound financial management and cost efficiency of the funds allocated to the Project, according to the national legislation and/or internal procedures of the Partner institution;
15. define in conjunction with the Coordinator the role, rights and obligations of the two parties, including those concerning the attribution of intellectual property rights;
16. support the Coordinator in fulfilling tasks according to the Grant Agreement and ensure adequate communication with the Coordinator and with the other Project partners;
17. inform the Coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative, within 7 (seven) working days from when the change occurred;
18. submit in due time to the Coordinator all relevant data needed to draw up the reports, financial statements and any other documents, as well as all necessary documents (in the form of original documents as proofs of any expenditure/activity incurred under the Project or certified copies in case original documents cannot be provided due to local financial and accounting rules) in the events of audits, checking or evaluations. All of the above mentioned documents and information should be provided immediately, i.e. within 7 (seven) working days from the day the Leader notifies the need to provide documents or information, in a form enabling the Coordinator to fulfil its obligations related to the implementation of the Project.
19. notify the Coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the Project (e.g. replacement of the Project contact person, changes in partner’s budget, deviations from work plan etc.). The notification should be issued immediately, i.e. within 7 (seven) working days from the day such event/deviation occurred.
20. **DISSEMINATION**
21. The Coordinator and the Partner shall acknowledge the grant support received under the Erasmus+ Programme in any document disseminated or published, in any product or material produced with the grant support, and in any statement or interviews given, in accordance with the visual identity guidelines provided by the European Commission and the National Agency.
22. The acknowledgement shall be followed by a disclaimer stating that the content of the publication is the sole responsibility of the publisher and that the European Commission is not liable for any use that may be made of the information.
23. **PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS)**
24. In line with the Grant Agreement, if the beneficiaries produce educational materials under the scope of the Project, such materials must be made available through the Internet, free of charge and under open licenses.
25. **FINANCING THE ACTION**
    1. The total Erasmus+ contribution to the Project is **259 595,00 EUR**.
    2. The total Erasmus+ contribution for the Partner shall be a maximum amount of **84 415,00 EUR** to support the activities performed by the Partner as defined in the Application Form, including:

* Project Management and Implementation (PMI);
* Transnational Project Meetings (TPM);
* Project Results (PR);
* Multiplier Events (ME); and
* Learning/Teaching/Training Activities (LTT).

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Project Management and Implementation**  **(PMI)** | **Transnational Project Meetings (TPM)** | **Project Results**  **(PR)** | **Travel related to Learning/Teaching/**  **Training activities (LTT)** | **Individual support related to Learning/Teaching/**  **Training activities (LTT)** | **Multiplier Events**  **(ME)** | **Total** |
| **7 500,00**  **EUR** | **4 025,00**  **EUR** | **67 920,00**  **EUR** | **3 520,00 EUR** | | **1 450,00**  **EUR** | **84 415,00 EUR** |

* 1. A Steering Committee is to be formed consisting of the Project Results / the Project consortium leaders. Steering Committee is tasked to plan the Project execution in greater detail and approve the financial rules (in-line with the Erasmus+ requirements) for the execution and internal management of the Project. The Steering Committee will be able to take the initiative of making adjustments in the Project execution concerning the successful development of the PRs.
  2. With the aim to maximise the use of the grant, the Coordinator is entitled to adjust and redistribute the budget among the partners of the Grant Agreement according to any possible modifications to the Project (e.g. number of participants, duration, commitment of the Partner, products and outputs delivered by the Partner). The decision regarding budget modifications shall be made by the majority vote of the Steering Committee and/or the Project consortium.
  3. Distribution and internal management of project management costs is subject to internal Project consortium decision and shall be managed accordingly throughout the Project lifetime.
  4. Reporting about the Project expenditure should be performed according to the internally defined rules and deadlines. Reporting templates shall be provided by the Coordinator.
  5. The Project costs should be recorded according to the national legislation as well as following and complying with the internal procedures of the institution.

1. **PAYMENTS** 
   1. The Coordinator commits to carrying out payments related to the subject matter of the Bilateral Agreement to the Partner only after receiving the funding from the National Agency.
   2. The payments will be performed by bank transfers and accordingly to the payments the Coordinator receives from National Agency:
2. 1st pre-payment in the amount of **33 766,00 EUR**.

The Coordinator will transfer 40% of the maximum amount granted to the Partner, within 30 (thirty) days starting from the day of signature of the Bilateral Agreement, provided that the Coordinator received the funding from the National Agency.

1. 2nd pre-payment in the amount of **33 766,00 EUR**.

The Coordinator will transfer 40% of the maximum amount granted to the Partner, within 30 (thirty) days starting from the day of acceptance of the Progress Report by the National Agency, provided that (1) the Partner has fulfilled by that time all its obligations with accordance to the current Project timeline, (2) the Coordinator received the funding from the National Agency.

1. balance payment in the amount of **16 883,00 EUR**.

Once the Final Project Report has been accepted by the National Agency, the National Agency will proceed with paying the final instalment of the total project grant (or claiming the money back in case of missing deliverables or under-used resources). The Coordinator shall then (1) either pay the last instalment to the Partner within 30 (thirty) days starting from the day of acceptance of the Final Report by the National Agency (provided that the Coordinator received the funding from the National Agency) or (2) claim the funding back on behalf of the National Agency. The return of the grant should be transferred by the Partner no later than 30 (thirty) days starting from the day of request issued by the Coordinator.

* 1. All payments shall be regarded as advances pending explicit approval by the National Agency of the Progress and Final reports, the corresponding cost statements and the assessment of the quality of the results of the Project.
  2. The Partner is obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the Project, and in accordance with the terms and provisions of the Bilateral Agreement.
  3. In case the National Agency applies budget decrease after the final report and evaluation of the quality of final Project outcomes, all Partners will share the deducted amount proportionally, unless the situation described in 8.6 occurs.
  4. If the Partner does not deliver the specific outcomes as foreseen in the Project, and if it results in a budget reduction, the respective Partner shall undertake sole financial responsibility.

1. **BANK ACCOUNT**
   1. Payments shall be transferred to the Partner’s bank account as follows:

Account holder: Technická univerzita v Liberci,

Account holder address: Studentská 1402/2, 461 17 Liberec

Name of the bank: xxxxxxxxxxxx

Bank address: xxxxxxxxxx

IBAN code: xxxxxxxxxxxxx

BIC/SWIFT code: xxxxxxxxxxxx

VAT number: CZ46747885

1. **SUBMISSION OF REPORTS AND OTHER DOCUMENTS**
   1. The Partner shall provide the Coordinator with any information and documents required for the preparation of the Progress Report and the Final Report, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representativeby:
   2. **31/08/2022 – for the purpose of the 1st Progress Report;**
   3. **31/03/2023 – for the purpose of the 2nd Progress Report;**
   4. **01/07/2024 – for the purpose of the Final Report.**
   5. The Partner shall provide all necessary documents as required by the National Agency and/or the Coordinator and/or other institutions for the purpose of drafting the Progress and Final Reports and/or for auditing.
   6. Partner shall follow the reporting requirements stated by the Coordinator for each funding category as defined in 7.2
   7. The beneficiaries shall keep a record of any expenditure/activity incurred under the Project and all proofs and related documents for a period of 5 years after the payment of the final balance under the Grant Agreement. The Coordinator may reject any item which cannot be justified in accordance with the rules set out by the National Agency in the Grant Agreement and in the Guidelines for the Use of the Grant.
   8. The language of correspondence between Coordinator and the Partner shall be English, unless agreed differently.
   9. The reports to the National Agency will be prepared in a language required by the National Agency.
   10. Internal reporting will be conducted in English.
2. **MONITORING, CHECKS AND AUDITS**
   1. The Partner shall provide the Coordinator with adequate supporting documents that the latter may request, immediately, i.e. within 7 (seven) working days from the day the Leader notifies the need to provide documents
   2. The Partner shall make available to the Coordinator any document making it possible to verify that the aforementioned work programme is being or has been carried out.
3. **LIABILITY**
   1. Each contracting party shall release the other from any civil liability in respect to 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 Beneficiary and their personnel against any action for damages suffered by third parties, including the 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 Beneficiary or their personnel.
4. **TERMINATION OF THE CONTRACT**
   1. The Coordinator may decide to terminate the Grant Agreement and the Bilateral 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[[1]](#footnote-1),* after notification of the Partner by registered letter has remained without effect for one month.
   2. The Partner shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of the Bilateral Agreement .
5. **JURISDICTION CLAUSE**
   1. Failing amicable settlement, the Courts of Coordinator’s registered office shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
   2. The law applicable to the Bilateral Agreement shall be the Polish law***.***
6. **SUPPLEMENTARY AGREEMENTS**
   1. Amendments to the Bilateral Agreement shall be made only by a written supplementary agreement signed by each contracting party. No oral agreement may bind the parties to this effect.

Done in two original copies.

For the Coordinator: For the Partner:

The legal representative The legal representative

**Andrzej Romanowski Miroslav Brzezina**

Signature and seal: Signature and seal:

…………………………………….. ……………………………………..

Date: 17/03/2022 Date: 02/03/2022

1. As defined by the Erasmus+ Programme Guide: *Force majeure - an unforeseeable exceptional situation or event beyond the participant's control and not attributable to error or negligence on his/her part.* [↑](#footnote-ref-1)