



Erasmus+

ERASMUS+ PROGRAMME

COOPERATION PARTNERSHIPS IN SCHOOL EDUCATION

AGREEMENT NUMBER 2021-1-CZ01-KA220-SCH-000031553

CONTRACT BETWEEN  COORDINATOR AND THE CO-BENEFICIARY

This contract shall govern relations between:

Coordinator: Vysoká škola technická a ekonomická v Českých Budějovicích,
Official legal status: High Education Institution
Full official address: Okružní 517/10, 370 01 České Budějovice
Identification number: 75081431
Organisation ID: E10098499
Erasmus Code: CZ CESKE04

hereafter referred to as "the Coordinator", represented by Ing. Vojtěch Stehel, MBA, PhD., rector,

on the one hand


and

Co-beneficiary: Střední průmyslová škola strojní a stavební, Tábor, Komenského 1670
Official legal status: Secondary Education Institution
Full official address: Komenského 1670, 390 02 Tábor
Identification number: 60061863
VAT number: CZ60061863
Organisation ID: E10084914

hereafter referred to as "the Co-beneficiary", represented by Ing. Marcel Gause 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 “**Digital Education Readiness and Collaborative Virtual Environment for Math, Informatics and Physics education**”, under the ERASMUS+ Programme, Key Action 220 - Cooperation Partnerships In Vocational Education And Training.
- 1.2. This work programme comes under  Agreement number 2021-1-CZ01-KA220-SCH-000031553 concluded between the Coordinator and DZS - Dům zahraniční spolupráce.
- 1.3. The maximum grant of the project for the contractual period referred to by the Agreement number 2021-1-CZ01-KA220-SCH-000031553, is estimated at **261 975 EUR**.
- 1.4. 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 2021-1-CZ01-KA220-SCH-000031553 signed between the Coordinator and DZS - Dům zahraniční spolupráce.
- 1.5. The subject matter of this contract and the related work programme are detailed in the annexes, which form is 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 **24 months**. It starts **01.1.2022** and ends on **31.12.2023**.
- 2.2. This contract enters into force on the date of signature by the last of participating parties to the contract 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 **01.1.2022** and finishes on **31.12.2023**.

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 DZS - Dům zahraniční spolupráce and the Coordinator;
- 3.2. to send to the Co-beneficiary a copy of the Agreement number 2021-1-CZ01-KA220-SCH-000031553 and its annexes concluded with DZS - Dům zahraniční spolupráce, of the Financial and Contractual Rules, of the various reports and of any other official documents concerning the project;
- 3.3. to notify and provide the Co-beneficiary with any amendment made to the Agreement number 2021-1-CZ01-KA220-SCH-000031553 concluded with the DZS - Dům zahraniční spolupráce;

- 3.4. to define in conjunction with the Co-beneficiary the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights;
- 3.5. to comply with all the provisions of Agreement number 2021-1-CZ01-KA220-SCH-000031553 binding the Coordinator to DZS - Dům zahraniční spolupráce.

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 2021-1-CZ01-KA220-SCH-000031553 concluded between DZS - Dům zahraniční spolupráce and the Coordinator;
- 4.2. to comply with all the provisions of Agreement number 2021-1-CZ01-KA220-SCH-000031553 binding the Coordinator to DZS - Dům zahraniční spolupráce;
- 4.3. to communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project;
- 4.4. to accept responsibility for 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

The maximum grant of the Co-beneficiary for the period covered by this contract is estimated at **45 580 EUR**. The Co-beneficiary's detailed budget is described in the annexes to this contract (**Annex I**).

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 **18 232 EUR**, or **40 %** of the grant within 30 days of receiving the initial payment from DZS - Dům zahraniční spolupráce.

2nd payment:

A second advance **18 232 EUR**, or **40 %** of the grant 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 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 DZS - Dům zahraniční spolupráce 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 DZS - Dům zahraniční spolupráce 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.



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:

The exact name of the account holder:

Bank name:

Address of the bank:

IBAN bank account:

SWIFT code:

Bank account number:

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 the legal representative by 15.1.2023 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 the legal representative by 20.1.2024 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 2021-1-CZ01-KA220-SCH-000031553 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 DZS - Dům zahraniční spolupráce, 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 DZS - Dům zahraniční spolupráce, 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.  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.
- 12.2. 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

- a) Copy of Agreement number 2021-1-CZ01-KA220-SCH-000031553 between Coordinator and DZS - Dům zahraniční spolupráce
- b) Annex II of the Agreement number 2021-1-CZ01-KA220-SCH-000031553 (Description of the Project, Estimated budget of the project; List of other beneficiaries)

For the Coordinator,

The legal representative
Ing. Vojtěch Stehel, MBA, PhD., rector



Co-beneficiary,

The legal representative
Ing. Marcel Gause, headmaster