

**ERASMUS+ PROGRAMME**

**KA210-ADU - Small-scale partnerships in adult education**

**AGREEMENT NUMBER 2021-2-PL01-KA210-ADU-000048862**

CONTRACT BETWEEN THE COORDINATOR AND OTHER BENEFICIARIES [[1]](#footnote-1)

This contract shall govern relations between:

**Fundacja PCKK Edukacja i Rozwój**

**ul. Wolności 29**

**58-500 Jelenia Góra, Poland**

 ***hereafter named "the Coordinator", represented by Agata Gąsiorowska, president***

on the one hand

and

**Technická univerzita v Liberci**

**Studentská 1402/2,**

**461 17 Liberec, Czech Republic**

 ***hereafter named "the Partner", represented by doc. RNDr. Miroslav Brzezina, CSc., rector***

on the other hand,

Which have agreed as follows:

**Article 1/Subject**

1. The Coordinator and the Partner commit themselves to carrying out the work programme covered by this contract.
2. The maximum grant of the project for the contractual period referred to by the Agreement number **2021-2-PL01-KA210-ADU-000048862** is estimated at **30000,00 EUR.**
3. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project " **Active life as a key to wellbeing**" under the Agreement n**2021-2-PL01-KA210-ADU-000048862**
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**

1. The project referred to in Article 1 has a duration of 24 months. It starts 01.04.2022 and ends on 31.03.2024 at the latest.
2. This contract enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in Article 6.1.
3. The period of eligibility of the costs starts on 01.04.2022 and finishes on 31.03.2024 at the latest.

**Article 3/Obligations of the Coordinator**

The Coordinator shall undertake:

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 the **National Agency** and the **Coordinator**;
2. to send to the Partner of the Financial and Contractual Rules, of the various reports and of any other official document concerning the project;
3. to notify and provide the Partner with any amendment made to the Agreement n **2021-2-PL01-KA210-ADU-000048862**  concluded with the National Agency;
4. to define in conjunction with the Partner the role and rights and obligations of the two parties,
5. to comply with all the provisions of Agreement **2021-2-PL01-KA210-ADU-000048862** binding the **Coordinator** to the **National Agency**.

**Article 4/Obligations of the Partner**

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 contract and in its annexes, in accordance with the objectives of the project n° **2021-2-PL01-KA210-ADU-000048862**
2. to comply with all the provisions of Agreement n° **2021-2-PL01-KA210-ADU-000048862**  binding the **Coordinator** to the **National Agency**;
3. to communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project;
4. to accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
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**

1. The maximum grant of the Partner for the period covered by this contract is estimated at **14000,00 EUR**. The partner’s detailed budget is described in the annexes to the contract

(**Annex 2**).

**Article 6/Payment Arrangements**

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

1st payment:

 An initial advance **11200,00** **Euro** i.e. 80% of the grant within 30 days of receiving the

 initial payment from the National Agency.

 2nd and final payment; **2800,00** **Euro** i.e. 20 % of the grant within 30 days of the approval of

 final raport by the National Agency.

**Article 7/Bank account**

Name of bank: ČSOB Liberec

Address**:** 1. Máje 18, Liberec

Account holder: Technická univerzita v Liberci

Full account number (including bank codes): **305806603/0300**

IBAN/BIC code: **CZ8903000000000305806603/CEKO CZ PP**

**Article 8/Reporting**

1. The Partner shall provide the Coordinatorwith any information and document 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 **31/03/2024** at the latest.
2. The Partner shall provide the Coordinatorwith any information and document 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 **31/03/2024** at the latest.

**Article 9/ Monitoring and supervision**

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

**Article 10/Termination of the contract**

1. The Coordinatormay terminate the contract 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 Beneficiary, supplying all relevant information, of any event likely to prejudice the performance of this contract.

**Article 11/ 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**

1. Annex 1 – Application of the project

 b) Annex 2 - Budget Summary

Done at Jelenia Góra, Poland, in two copies.

For the **Coordinator**, For the **Partner**,

***president*** ***rector***

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13. 4. 2022

 13. 4. 2022

1. The **Coordinator** shall be entitled to add other clauses to those indicated here [↑](#footnote-ref-1)