



**EUROPEAN EDUCATION AND CULTURE EXECUTIVE AGENCY (EACEA)**

**EACEA.A-Erasmus+, EU Solidarity Corps  
A.2-Skills and Innovation  
Partnerships for Innovation: Alliances**

**Grant Agreement Number: PROJECT 101056279 – GAEA**

**CONTRACT BETWEEN THE PROJECT COORDINATOR AND THE PARTNER**

This contract, drawn up under the Erasmus+ Programme Key Action 2 Partnerships for Innovation: Alliances 2021 Programme, shall govern relations between:

**IMH C.S.C. LIMITED (IMH)**

hereinafter referred to as "*the Coordinator*" of the afore-mentioned project, represented for the purposes of signature of this Agreement by Mrs Daphne Roditou Tang, General Manager, **IMH C.S.C. LIMITED** on the one part,

and

**Česká zemědělská univerzita v Praze**

hereinafter referred to as "*the Partner*", represented for the purposes of signature of this Agreement by Prof. Ing. Petr Sklenička, CSc., Rector

on the other part,

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. The title of the project is "*GAEA: Granting Access to Employment and Entrepreneurship in Agriculture for Women*".
2. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project with Agreement number **PROJECT 101056279 – GAEA**, signed between the **European Education and Culture Executive Agency** and the **Coordinator**, acting under powers delegated by the European Commission.
3. This work programme comes under the Agreement number **PROJECT 101056279 – GAEA** signed between **the Coordinator** and the **European Education and Culture Executive Agency**.
4. The total cost of the project (for the whole consortium) for the contractual period referred to by the Agreement number **PROJECT 101056279 – GAEA**, all financing combined, is estimated at **1 492 752 EUR**.

5. The subject matter of this contract and the related work programme are detailed in the Agreement with number **PROJECT 101056279 – GAEA** and its annexes, which form an integral part of this contract and which each party declares to have read and approved.
6. The final financial contribution shall depend on the evaluation of the quality of the results of the project with Agreement number **PROJECT 101056279–GAEA** pursuant to the rules laid down at Community level, particularly in the Guidelines for Administrative and Financial Management and Reporting, but shall, under no circumstances, give rise to a profit.

## **Article 2. Duration**

1. The project referred to in Article 1 has duration of **36 months**. It starts on the **29<sup>th</sup> of June 2022** and ends on the **28<sup>th</sup> of June 2025**.
2. This contract enters into force on the date of signature by the last of both participating parties to the contract and affective on the date of publication of the contract in the Register of Contracts in accordance with Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publishing of such contracts and register of contracts (the Law on Register of Contracts) as amended. This contract terminates at the moment of payment of the balance of the contract, as mentioned in the Grant Agreement.
3. The period of eligibility of the costs starts on the **29<sup>th</sup> of June 2022** and finishes on the **28<sup>th</sup> of June 2025**.

## **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, in accordance with the objectives of the project as set out in the Grant Agreement concluded between the **European Education and Culture Executive Agency** and the **Coordinator**;
2. To send to the Partner a copy of the Agreement number **PROJECT 101056279 – GAEA** and its annexes, concluded with the **European Education and Culture Executive Agency**, of the Guidelines for Administrative and Financial Management and Reporting, 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 number **PROJECT 101056279 – GAEA** concluded with the **European Education and Culture Executive Agency**.
4. To define in conjunction with the Partner the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights;
5. To comply with all the provisions of Agreement number **PROJECT 101056279 – GAEA**, binding the **Coordinator** to the **European Education and Culture Executive 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, in accordance with the objectives of the project as set out in the Agreement number **PROJECT 101056279 – GAEA** concluded between the **European Education and Culture Executive Agency** and the **Coordinator**;

2. To comply with all the provisions of Agreement number **PROJECT 101056279 – GAEA** binding the **Coordinator** to the **European Education and Culture Executive 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**

The Partner's estimated budget for the action (lump sum breakdown) is set out in Annex 1 of this agreement and Annex 2 of the Grant Agreement. The total Erasmus+ contribution for the Partner shall be a maximum amount of **70,299.00 EUR**.

#### **Article 6. Co-financing**

The Partner's estimated budget for the action (lump sum breakdown) is set out in Annex 1 of this agreement and Annex 2 of the Grant Agreement. Co-financing rate for the partner is 20% and equals to **17,577.00 EUR**

#### **Article 7. Reporting Periods, Payments and additional supporting documents**

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:	40% of the maximum amount specified in Article 5 shall be paid from the Coordinator to the Partner, upon the signing of this internal contract between the Coordinator and the Partner and after the European Education and Culture Executive Agency releases the first pre-financing payment to the Coordinator;
2nd payment:	<p>40% of the maximum granted amount specified in Article 5 shall be paid from the Coordinator to the Partner, subject that the Partner has used at least 70% of the previous financing instalment paid and subject to the receipt of the additional pre-financing report on the action's implementation sent by the partner to the Coordinator and the approval of the Interim Report by the European Education and Culture Executive Agency.</p> <p>The aforementioned additional pre-financing report on the action's implementation shall be sent by the Coordinator to the Agency by 28/2/2024 at the latest for all partners involved in the Consortium. The Partner will need to send all accounting and other supporting documentation to the Coordinator by 31/1/2024 at the latest. Additional pre-financing report will include, in particular:</p> <ul style="list-style-type: none"> <li>A) A technical part including an overview of the action implementation, prepared using the template available in the Portal Periodic Reporting tool.</li> <li>B) A financial part including the financial statement, template to be found under Annex 4 of the Grant Agreement, (consolidated statement for the consortium) containing the lump sum contribution indicated in Annex 2 of the Grant Agreement, for the work packages that were completed during the reporting period.</li> </ul>

3rd payment:	<p>Payment of the balance-final payment. The balance shall be paid by the Coordinator to the Partners subject to the receipt of all documentation needed for the final periodic report as described under the section “Periodic Report” of the Grant Agreement (Article 21.2) and subject to the approval of the final report by the Commission. The Partner will need to send all accounting and other supporting documentation to the Coordinator by 28/7/2025 at the latest. Periodic report will include, in particular:</p> <p>A) A technical part including an overview of the action implementation, prepared using the template available in the Portal Periodic Reporting tool.</p> <p>B) A financial part including the financial statement, template to be found under Annex 4 of the Grant Agreement, (consolidated statement for the consortium) containing the lump sum contribution indicated in Annex 2 of the Grant Agreement, for the work packages that were completed during the reporting period.</p> <p>Results must be uploaded in the Erasmus+ dissemination platform before report submission: <a href="http://ec.europa.eu/programmes/erasmus-plus/projects/">http://ec.europa.eu/programmes/erasmus-plus/projects/</a></p>
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All payments shall be regarded as advances pending explicit approval by the **European Education and Culture Executive Agency** of the final report, the corresponding cost statement and the quality of the results of the project.

### Internal Reporting

The Coordinator will ask all Partners to complete Internal Reports every six months, in order to monitor the technical and financial progress of the Project.

### Continuous Reporting

Beneficiaries must continuously report on the progress of the action (e.g. deliverables, critical risks, indicators etc) in the Portal Continuous Reporting tool and in accordance with the timing and the conditions it sets out. Standardised deliverables must be submitted using the templated published in the portal as required in Article 21.1 of the Grant Agreement

### Article 8. Bank Account

**Name of bank:** xxxx

**Address of branch:** xxxx

**Precise denomination (name) of account holder:** Česká zemědělská univerzita v Praze

**Full account number (including bank codes):** xxxx

**IBAN:**xxx

**SWIFT:** xxxx

### Article 9. Monitoring and supervision

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

3. The obligations described in the General Conditions of the Agreement **PROJECT 101056279** – **GAEA** apply *mutatis mutandis* to the Coordinator and Partner.

#### **Article 10. Liability**

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 **Coordinator** and its 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 the **Coordinator** or its personnel.

#### **Article 11. Termination of the contract**

1. The **Coordinator** may 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 **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this contract.

#### **Article 12. Jurisdiction clause**

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

#### **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.

#### **Article 14. Intellectual Property Rights/Protection of Knowledge**

14.1 Knowledge shall be the property of the organisations (Contributors, including the Contractor and the Partners involved in the project) carrying out the work leading to that Knowledge.

14.2 When several Contributors involved in the project have jointly carried out work generating the knowledge and where their respective share of work cannot be ascertained, they shall have joint ownership of that Knowledge. The Contributors agree to jointly apply to obtain and/or maintain the relevant intellectual property rights and shall strive to set up amongst themselves appropriate agreements in order to do so.

So long as any such rights are in force, such Contributors shall be entitled to use and to license such rights on a non-exclusive basis, without a financial compensation, decided on a case-by-case basis in accordance with agreements concluded with the prior consent of the other Contributors.

14.3 In case a Contributor (Originator) decides in its sole discretion that it does not intend to seek adequate and effective protection over certain parts of its Knowledge issuing from the project, then, the Originator shall inform in writing the other Contributors, through the Contractor, and any Contributor interested in applying to obtain and maintain such protection shall advise the other Contributors through the Coordinator and in writing within one (1) month of receipt of relevant notice. In case several Contributors are interested in so applying, they shall strive to set up amongst

themselves and with the Originator appropriate agreements to this end. Should no other Contributor show an interest in so applying, the Coordinator shall inform accordingly the interested party for his/her right in processing the equivalent procedures for strengthening and protecting the aforementioned knowledge.

The foregoing shall be without prejudice to the Access rights of all Contributors that will remain unaffected.

14.4 Intellectual Property Rights, are governed by Article 16 of the Grant Agreement **PROJECT 101056279 – GAEA**

#### **Article 14. Final provisions**

15.1 The Contract is drawn up in 3 identical copies, each copy having the value of the original. The undersigned Partner will receive 2 and Coordinator 1 identical copies of the Contract.

15.2 The undersigned Coordinator agrees wholeheartedly with the publication of the full text of this Contract so that this Contract be deemed information provided pursuant to Act No. 106/1999 Coll., on Freedom of Access to Information, as amended and Act No. 340/2015 Coll., on register of contracts.

#### **Annex:**

Annex 1: Detailed budget for each Partner.

#### **SIGNATURES**

For the **Partner**,

For the **Coordinator**,

Prof. Ing. Petr Sklenička  
Rector  
Česká zemědělská univerzita v Praze

Daphne Roditou Tang  
General Manager  
IMH S.C.S LIMITED

Done at Prague, Czech republic

Done at Nicosia, Cyprus,

## **ANNEX 1: Detailed budget per partner**

Partners agree that the detailed budget breakdown, is the one approved by the European Education and Culture Executive Agency and communicated to the Partners upon the approval of the project.

<b>PROJECT 101056279 – GAEA</b>	
Lump Sum Breakdown for CESKA ZEMEDELSKA UNIVERZITA V PRAZE	
<b>WP1: Project Management and Coordination</b>	<b>7,963.00</b>
<b>WP2: Needs Mapping and GAEA Training Approach Structure Design</b>	<b>4,930.00</b>
<b>WP3: GAEA Learning Resource Development</b>	<b>11,449.00</b>
<b>WP4: Mobile App</b>	<b>5,322.00</b>
<b>WP5:GAEA Digital Platform</b>	<b>17,869.00</b>
<b>WP6:GAEA Innovation Bootcamp</b>	<b>6,600.00</b>
<b>WP7:Public Consultation and Policy Reform</b>	<b>2,847.00</b>
<b>WP8:Communication and Dissemination</b>	<b>11,861.00</b>
<b>WP9:Quality Assurance and Evaluation</b>	<b>1,458.00</b>
<b>Total</b>	<b>70,299.00</b>