

ERASMUS+ PROGRAMME
COOPERATION PARTNERSHIP (KEY ACTION 2)

PARTNER AGREEMENT

AGREEMENT NUMBER: KA220-SCH-2022-002

PROJECT NAME: SHAPING PATTERNS - cross-disciplinary perspectives on art and education for sustainability

CONTRACT BETWEEN THE COORDINATOR AND PARTNERS OF THE PROJECT

This contract shall govern relations between:

The contractor:

Kulturprinsen
Regimentsvej 5B
8800 Viborg, DK
Legal representative: Ulla Voss Gjesing

and

The project partner:

PLATO Ostrava
Prokešovo náměstí 1803/8
702 00 Ostrava
Czech Republic
Legal representative: Marek Pokorný

Kulturprinsen, referred to as the *Coordinator*, and the *Partner* 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.

This work programme comes under the Agreement n° **KA220-SCH-2022-002** concluded between the Coordinator and the National Agency.

2. The maximum grant of the project for the contractual period referred to by the Agreement number **KA220-SCH-2022-002**, is estimated at **250.000 EUR**.
3. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project **SHAPING PATTERNS** under the Agreement n° **KA220-SCH-2022-002** passed between the National Agency and the Coordinator.
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 **01.11.2022** and ends on **31.10.2024** at the latest, unless terminated in accordance with Article 11 of this contract.
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 **01.11.2022** and finishes on **31.10.2024** 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 a copy of the Agreement n° **KA220-SCH-2022-002** and its annexes concluded with the National Agency, 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° **KA220-SCH-2022-002** concluded with the National 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 n° **KA220-SCH-2022-002** 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 as set out in the Agreement n° **KA220-SCH-2022-002** concluded between the National Agency and the Coordinator;
2. to comply with all the provisions of Agreement n° **KA220-SCH-2022-002** 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 **€ 26.885,00**. The partner's detailed budget is described in the annexes to this contract.

Article 6/Payment Arrangements

1. All amounts given in the project reports must be expressed in Euro. All payments from Coordinator to Partners will be made in Euro. Declarations of expenditure by Partners are to be made in Euro.
2. 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 on 40 % of the grant within 30 days of receiving the initial payment from the National Agency.

2nd payment:

A second advance on 40 % of the grant upon receipt of claim forms with supporting documentation and agreed outcomes in the work programme. The beneficiary reserves the right to withhold this second advance if the partner's report to coordinator is submitted after the deadline mentioned in article 8 of this contract, i.e. **15.11.2023**.

3rd and final payment

The balance up to 20% will be paid once the partner's contractual agreements have been fully met and all the necessary supporting documentation has been received. The beneficiary 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 of this contract, i.e. **15.11.2024**.

3. All payments shall be regarded as advances pending explicit approval by the National Agency 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

[(references of the bank account opened in the name of the Partner into which the funds allocated to the Partner will be paid)]

Name of bank: XXX

Address: XXX

Account holder: XXX

Full account number (including bank codes): XXX

IBAN/BIC code: XXX / SWIFT: XXX

Article 8/Reporting

1. The Partner agrees to supply to the Coordinator all the information that the latter finds necessary to ask for concerning the implementation of the present Contract.
2. The Coordinator shall provide the Partner with the appropriate forms for the Declaration of Expenses and the respective instructions for the filling of them.
3. The Partner is required to present interim reports to the Contractor on timesheets, expenditures and on the course of development of the Project activities undertaken by the Partner on the following reporting dates:
 - 1) 31.02.2023
 - 2) 30.06.2023
 - 3) 31.10.2023
 - 4) 28.02.2024
 - 5) 30.06.2024
 - 6) 31.10.2024
4. The Partner shall promptly inform the Contractor of any delay in the performance of the activities undertaken by the Partner under the present Contract.
5. The Partner shall provide the Coordinator with 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 **15.11.2023** at the latest.
6. The Partner shall provide the Coordinator with 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 **15.11.2024** at the latest.

Article 9/Monitoring and supervision

1. The Partner 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.
2. The Partner 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.
3. The obligations described in Article II.20 (checks and audits) of the agreement n° **KA220-SCH-2022-002** apply 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 National Agency, 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 the National Agency, the Beneficiary or their personnel.
3. The Party's aggregate liability under this contract shall not exceed the aggregate amount of the Party's budget, unless such liability arises from the gross negligence or wilful misconduct of the Party or its personnel.
4. No Party shall be liable to the other for any delay or non-performance of its obligations under this contract if and to the extent such delay or non-performance is due to an event of Force Majeure.

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 Beneficiary, 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 Denmark 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 Denmark.

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/ Ownership and Access Rights

1. Ownership of the results, which are generated by the Parties under the project, as well as copyrights and other intellectual property rights pertaining to such results shall be vested in the Coordinator and the Partners jointly.

Annexes

- a) Detailed budget relating to the activities of the Partner
- c) Copy of Agreement **KA220-SCH-2022-002** between Coordinator and National Agency

Done at....., in two copies.

For the Coordinator, Kulturprinsen

For the Partner, PLATO Ostrava

The legal representative
Ulla Voss Gjesing, General Manager

The legal representative
Marek Pokorný, Director

[signature]

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