



Základní škola Hlučín, Hornická 7
okres Opava, příspěvková organizace

Hornická 7, 748 01 Hlučín, Tel./fax: 595 041 377,
e-mail: hlucin@zshornicka.cz



Co-funded by
the European Union

**AGREEMENTS BETWEEN PARTNERS AND PARTNER ORGANISATIONS IN
PARTNERSHIP PROJECTS ERASMUS+**

Project Number : 2023-1-CZ01-KA210-SCH-000165018

Project Title : See Inside Maths

Základní škola Hlučín, Hornická 7, okres Opava, příspěvková organizace

OID: E10027412

Address: Hornická 7/1266, 748 01 Hlučín

IČ: 75027119

called hereafter “the Coordinator”, represented for the purposes of signature of this agreement by
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, headmaster, on one part,

and

INSTITUTO DE ENSEÑANZA SECUNDARIA LAS CANTERAS

Address: Calle Peñatra 2, 28400 Collado Villalba

ID No.: 28041597

represented for the purposes of signature of this agreement xxxxxxxxxxxxxxxxxxxx, headmaster,

on the other part, called hereafter individually “the Beneficiary” or “the Partner organisation”.

The Coordinator and the Beneficiaries hereafter individually also “the Party” have agreed on the
Special Conditions and the Annex below which form an integral part of this agreement (“the
agreement”):

Annex no. 1 – Relevant Provisions of the General Conditions

- 2.4 The Beneficiaries shall provide the Coordinator with all the necessary collaboration not only with respect to the implementation of the Project and the tasks assigned to each respective Beneficiary, but regarding the proper fulfilment of reporting obligations as well. Each Beneficiary shall properly keep all documents and reports necessary for the fulfilment of the record-keeping obligations arising from the Grant Agreement, archive all pertinent documents for the duration of the period prescribed by the Grant Agreement and provide access to all Project-related documentation and accounts to the Coordinator and/or to the National Agency or the authorized mandatary thereof in order to allow the performance of any check, control or audit procedure as may be required thereby based on the Grant Agreement.
- 2.5 The Parties hereby agree to follow the Project's timetable as stipulated in the Project Application. The Project Application hereto contains detailed information on the particular tasks assigned to each of the Parties, their distribution between the Coordinator and the Beneficiaries and the time frame for the completion of each of the tasks.
- 2.6 The Coordinator shall be entitled to control the fulfilment of the milestones. Should a Party fail to meet a milestone, such event may constitute a breach of this agreement and/or the Grant Agreement and may give rise to the imposition of a sanction or the occurrence of related negative consequences to the respective Party or the consortium as a whole.
- 2.7 The Coordinator shall be responsible for entering of all relevant data pertaining to the Project in the on-line tool - Beneficiary Module.
- 2.8 The Parties undertake to ensure sufficient staff capacity for the proper implementation of the Project.

ARTICLE 3 – PAYMENT AND FINANCIAL ARRANGEMENTS

- 3.1 The Parties shall use the following bank accounts in the course of the implementation of the Project:
 - The Coordinator: IBAN code: CZ34 0800 0000 0021 9651 2233
 - The Partner organisation: IBAN code: ES94 2100 6226 6013 0002 2995
- 3.2 All payments between the Parties related to the Project shall be made in EUR. If payments are to be made in a currency other than the currency, in which the grant was awarded as stipulated in the Grant Agreement, the exchange rate stipulated by the European Central Bank as of the day of the respective payment shall apply.
- 3.3 The maximum grant amount as stipulated by the Grant Agreement shall be split between the Parties as follows:
 - The Coordinator: 23 000,00 € [maximum particular grant amount]
 - The Partner organisation: 18 500,00 €

The Parties hereby acknowledge that the aforementioned amounts present maximum amounts, and the final calculation of the grant amount is dependent on the due and timely fulfilment of all of the obligations arising from the Grant Agreement.

- 3.4 The individual pre-financing payments payable during the duration of the Project shall be distributed among the Beneficiaries by the Coordinator (supposed the Coordinator will have received the respective pre-financing payment from the National Agency) within the deadlines stipulated below under the condition of a proper implementation of the Project in accordance

with the Timetable, Milestones and Distribution of Tasks stipulated in Project Application hereto:

Reporting				Payments	
Reporting periods		Type	Deadline	Type	Deadline (time to pay)
Date From	Date to				
				70 %	30 days, either from the entry into force of the Agreement
				10 %	after all proper implementation of the Project within relaxation of all
01/09/2023	30/11/2024	Final report	60 days after end of reporting period 29/11/2025	Final payment	60 days from receiving final report

The Coordinator reserves to right to suspend the payments to the respective Beneficiary should such Beneficiary act in breach of this agreement, the Grant Agreement, Erasmus+ documentation and/or the applicable legal regulations (or if there is a reasonable and documented suspicion that such situation is likely to arise) including but not limited to a default with meeting a set milestone.

- 3.5 The parties hereby do acknowledge that the individual pre-financing payments present advance payments, which remain the property of the National Agency until the provision of the final payment following the completion of the Project.
- 3.6 The budget of each of the Beneficiaries provides an overview of the costs projected for the purpose of the implementation of the Project by the respective Beneficiary. The Beneficiary shall inform the Coordinator without undue delay of the current state of the implementation of the budget and of the amount remaining from the provided pre-financing payment(s).
- 3.7 Beneficiaries do acknowledge that costs not recognized as eligible by the National Agency will not be reimbursed. At the same time, Beneficiaries are responsible for the use of funds in accordance with the Grant Agreement, the Erasmus+ documentation, this agreement and the applicable legal regulations. Should a failure of a Party lead to a grant reduction, such Party shall bear the costs in the amount of the reduction and shall reimburse other Parties for the associated loss.
- 3.8 A Beneficiary with surplus funds, which would likely not be used up within the Project period, shall be obliged to inform the Coordinator of such situation without undue delay. The Coordinator shall have the right to request the respective Beneficiary to transfer the surplus funds in the amount stipulated by the Coordinator back to the bank account of the Coordinator and the Beneficiary shall be obliged to do so without undue delay upon request of the Coordinator. The Coordinator may thereafter decide on the transfer of the returned funds to another Beneficiary in accordance with the Grant Agreement and upon agreement with such another Beneficiary.
- 3.9 The Coordinator shall keep track of all Project expenditures and should also have copies of all relevant documents regarding the Project from the Beneficiaries. The Beneficiaries shall provide the Coordinator therewith upon request of the Coordinator or as stipulated in this agreement including the Annexes hereto (e.g. if the meeting of a milestone is to be proven by the provision of a respective document).

- 3.10 Should a Beneficiary underperform with respect to the projected involvement thereof in the Project (i.e. should the performance be lower than 50 % of the anticipated involvement), the Coordinator shall have the right to reduce the organizational costs of such Beneficiary accordingly.

ARTICLE 4 – TERMINATION OF THE PARTICIPATION IN THE PROJECT

- 4.1 The Coordinator shall have the right to terminate the participation of a Beneficiary in the Project by a written notice should the Beneficiary breach this agreement, the Grant Agreement, Erasmus+ documentation or the applicable legal regulations gravely or repeatedly and should it not redress such breach within a period of 30 days as of the delivery of a reminder to the contact person of the Beneficiary, which may be delivered by e-mail. Should, however, the breach be of such serious nature that the abidance by the aforementioned period may imperil the financial interests of the European Union, the period shall not apply. A breach may consist e.g. in poor communication with the Coordinator or other Beneficiaries in the course of the Project, underperformance of the Project activities, failure to present transparent records regarding its Project activities or a default with the provision of requested cooperation or information. With effect upon delivery of the notice the provision of a pre-financing payment to the respective Beneficiary shall be suspended. The Coordinator shall without undue delay undertake the steps stipulated in the Grant Agreement towards the National Agency in order to terminate the participation of the Beneficiary in the Project.
- 4.2 A Beneficiary shall be entitled to ask the Coordinator for a termination of the participation of the Beneficiary in the project should the occurrence of a serious situation on the part of the Beneficiary significantly limit the ability of the Beneficiary to fulfil the tasks assigned thereto in the course of the Project. Should the Coordinator consider the reasoning of the Beneficiary sufficient, it shall without undue delay undertake the steps stipulated in the Grant Agreement towards the National Agency in order to terminate the participation of the Beneficiary in the Project.
- 4.3 The Coordinator shall keep the other Beneficiaries informed of the steps undertaken in accordance with this Article 4.
- 4.4 Should the Coordinator breach this agreement, the Grant Agreement, Erasmus+ documentation or the applicable legal regulations gravely or repeatedly and should it not redress such breach within a period of 30 days as of the delivery of a reminder to the contact person of the Beneficiary, which may be delivered by e-mail, the other Beneficiaries may unanimously decide on the termination of the participation of the Coordinator in the Project by a written notice. Should, however, the breach be of such serious nature that the abidance by the aforementioned period may imperil the financial interests of the European Union, the period shall not apply. A breach may consist e.g. in poor communication with the Coordinator in the course of the Project, underperformance of the Project activities vested in the Coordinator or a default with the provision of requested cooperation or information. Upon decision of the Beneficiaries on the termination of the participation of the Coordinator in the Project the Beneficiaries shall further decide, which beneficiary shall represent the consortium for the purpose of filing the amendment request to the National Agency. The representative of the consortium shall be elected by a 2/3 majority of the Beneficiaries. The representative shall without undue delay undertake the steps stipulated in the Grant Agreement towards the National Agency in order to terminate the participation of the Coordinator in the Project.

- 4.5 The termination of the participation of a Party in the Project shall not be construed as to relieve such Party of the obligations related to the prior participation thereof. The terminated party shall provide any cooperation, which may be reasonably requested for the fulfilment of the duties arising from the Grant Agreement, e.g. draft a technical report, provide evidence of the use of the respective funds, return of the unused funds etc. Should the terminated party fail to do so, it shall be obliged to return to the Coordinator all funds received in the course of the Project.
- 4.6 Should an unexpected and insurmountable situation arise, that would put in danger the fulfilment of the Project targets, the Parties may unanimously decide on the termination of the Project as a whole. Each Party shall bear the costs of such decision proportionally to the projected participation thereof in the Project.

ARTICLE 5 – THE CONTRACT REGISTER

- 5.1 Should either Party present a person with a duty to file this agreement with the Contract Register of the Czech Republic, such Party shall do so within the statutory period. For this purpose the Parties hereby acknowledge that this agreement does not contain any trade secret or other information, which shall not be made publicly available.

ARTICLE 6 – PROCESSING OF PERSONAL DATA

- 6.1 The Parties shall provide the persons participating in the Project activities with a relevant statement on the processing of their personal data in connection with the participation thereof in the Project prior to the registration of their personal data within the electronic systems for the management of projects in the Erasmus+ programme in accordance with the applicable legal regulations, in particular the Regulation (EU) 2018/1725 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the EU institutions and bodies and on the free movement of such data.

ARTICLE 7 – RULES FOR VISUAL IDENTITY

- 7.1 The Parties shall comply with the rules for visual identity and visibility as stipulated by the Grant Agreement.

ARTICLE 8 – APPLICABLE LAW

- 8.1 This agreement shall be governed by the laws of the Czech Republic.
- 8.2 Should any disputes arise between the Parties in connection with this agreement or the implementation of the Project, the Parties shall exert their best efforts to resolve such disputes amicably. Should they fail to do so, the Parties do hereby agree on the jurisdiction of the courts of the Czech Republic so that the case shall be heard and decided by the appropriate court exercising authority over the district, in which the registered office of the Coordinator is situated.

ARTICLE 9 – ENTRY INTO FORCE

- 9.1 This agreement shall enter into force on the date of the execution hereof by the last of the contracting parties. Should it be obligatory for either Party to file this agreement with the Contract Register of the Czech Republic, this agreement shall become effective upon the publishing thereof in the Contract Register; otherwise this agreement shall become effective upon signature of the last Party.

SIGNATURES

For the Coordinator

XXXXXXXXXXXXXXXXXXXXXXX

signature

Done in Hlučín on

For the Beneficiary

XXXXXXXXXXXXXXXXXXXXXXX

signature

Done in on

Annex no. I

GENERAL CONDITIONS

Article 1: Liability

Each Party of this agreement shall exonerate the other from any civil liability for damages suffered by them or their staff as a result of performance of this agreement, provided such damages are not the result of serious and deliberate misconduct on the part of the other Party or their staff.

The National Agency of the Czech Republic, the European Commission or their staff shall not be held liable in the event of a claim under the agreement relating to any damage caused during the execution of the activity. Consequently, the National Agency of the Czech Republic or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

Article 2: Data Protection

All personal data contained in the agreement shall be processed in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the EU institutions and bodies and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the agreement by the organisation, the National Agency and the European Commission, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with EU legislation (Court of Auditors or European Antifraud Office (OLAF)).

The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. He/she should address any questions regarding the processing of his/her personal data to the organisation and/or the National Agency. The participant may lodge a complaint against the processing of his personal data to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

Article 3: Checks and Audits

The Parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of the Czech Republic or by any other outside body authorised by the European Commission or the National Agency of the Czech Republic to check that the Project and the provisions of the agreement are being/ have been properly implemented.