PO342/2024

**AN AGREEMENT BETWEEN**

On the one side, **COORDINA ORGANIZACIÓN DE EMPRESAS Y RECURSOS HUMANOS, S.L.** established in Calle Font del Gerro, 65-Bajo Paterna (Valencia) 46980, with VAT number ESB98288772, represented by D. Manuel Quílez Pardo, adult, with National Identity Number 25.418.099-V.

(commonly hereinafter referred to as the “**COORDINA**")

On the other side, **Czech University of Life Sciences Prague** established in Kamýcká 129, 165 00 with VAT number CZ60460709 represented by prof. Ing. Petr Sklenička, CSc., rector with National Identity Number E10209207.

(commonly hereinafter referred to as the “**CZU**" or “**Project Coordinator**”)

(commonly hereinafter referred to as the “**Parties**")

Have agreed that **COORDINA ORGANIZACIÓN DE EMPRESAS Y RECURSOS HUMANOS, S.L.** will provide the services specified in the Terms of this Agreement to **Czech University of Life Sciences Prague** with regard to the European Project:

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| **CALL** | **ERASMUS+2024\_ ROUND 1\_COOPERATION PARTNERSHIP KA220\_VOCATIONAL EDUCATION TRAINING** |
| **PROJECT TITLE (PROVISIONAL)** | **WORK-BASED TRAINING PROGRAM FOR ENHANCING THE MANAGEMENT AND ANALYSIS OF GEOGRAPHICAL INFORMATION BY AGRICULTURE TECHNICIANS (PROVISIONAL)** |

**1. PROJECT SCOPE.**

### 1.1 The SERVICE to be delivered by COORDINA ORGANIZACIÓN DE EMPRESAS Y RECURSOS HUMANOS, S.L. will be the PREPARATION AND SUBMISSION OF THE PROJECT PROPOSAL to Servicio Español Para la Internacionalización de la Educación (hereinafter referred to as “SEPIE”), which is the Spanish National Agency in charge of the evaluation and management of ERASMUS+ projects in Spain representing the European Commission.

**1.2.** The **SPECIFIC TASKS** to be fulfilled by **COORDINA ORGANIZACIÓN DE EMPRESAS Y RECURSOS HUMANOS, S.L.** will be the following:

1. Study of ERASMUS+ Programme, identification and development of the project idea.
2. Consortium Building: search, recruitment and negotiation with potential project partners.
3. Proposal Building: coordination of partner inputs (technical and administrative) and drafting the Application Form.
4. Proper and timely submission of the project Application Form and administrative documentation to SEPIE.
5. In case of a positive resolution, providing support until the signature of the Grant Agreement, including all the necessary arrangements with partners and SEPIE.

**2. DURATION.**

**2.1** This Agreement shall enter into force on the date of signature of the Agreement by authorized representatives of both Parties and effective on the date of publication of the Agreement 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.

The Parties agree that performance provided mutually between the Parties under the subject matter of this Agreement prior to the effective date of this Agreement shall be credited towards performance under this Agreement.

**3. ECONOMIC AND PAYMENT TERMS.**

**3.1** **COORDINA ORGANIZACIÓN DE EMPRESAS Y RECURSOS HUMANOS, S.L.**, as a Consultancy which is supporting the whole Consortium in the preparation and submission of the proposal, as described in section 1 of this Agreement (Scope), will be paid:

* **750 €** as a fixed payment.
* An **8,5 %** of the funding approved by SEPIE to **Czech University of Life Sciences Prague** **ONLY IN CASE OF A POSITIVE EVALUATION** from the EU and signed of the Grant Agreement with Grant provider. The fixed payment (**750 €**) will be discounted from the resulting amount.

This service is not part of the project budget and is not funded. If the project is not approved, **Czech University of Life Sciences Prague** will not pay any amount.

**3.2** The **INVOICING** will be done as follows:

* A first invoice will be issued by **COORDINA ORGANIZACIÓN DE EMPRESAS Y RECURSOS HUMANOS, S.L.** to **Czech University of Life Sciences Prague** right after the proposal submission (March 5th 2024).
* A second invoice will be issued by **COORDINA ORGANIZACIÓN DE EMPRESAS Y RECURSOS HUMANOS, S.L.** to **Czech University of Life Sciences Prague**, only in case of a positive evaluation from the EU, within 15 days after the signature of the Grant Agreement between SEPIE and the Project Coordinator. Estimated November 2024.

The tax receipt – invoice must contain all particulars of a proper accounting and tax document in sense of relevant legislative requirements in Czech Republic. In the event that the invoice does not meet all requirements, the CZU is entitled to return it to the COORDINA within the payment due term for completion thereby not incurring delay in maturity date. The payment due date starts to run afresh from the date of re-delivery of duly completed or corrected invoice to the CZU.

**3.3** **Czech University of Life Sciences Prague** has a European VAT number and invoices addressed to the organisation will not include VAT.

**3.4** The **PAYMENT** of the first invoice is due upon receipt of the invoice.

**3.5** The **PAYMENT** of the second invoice is due upon receipt of the invoice and reception of the first pre-financing payment by **Czech University of Life Sciences Prague** from the Grant provider.

**4. RESPONSIBILITY**

**4.1** **COORDINA ORGANIZACIÓN DE EMPRESAS Y RECURSOS HUMANOS, S.L.** shall be held accountable for the technical quality of the work developed and services performed and for the consequences to others derived from omissions, errors, incorrect methods or conclusions in outsourcing, included also timely submission of the proposal in according of this Agreement and project conditions, providing its liability is proven. **COORDINA ORGANIZACIÓN DE EMPRESAS Y RECURSOS HUMANOS, S.L.** will be exempt from liability when work is faulty or improperly executed as immediate and direct consequence of an order by **Czech University of Life Sciences Prague**.

**4.2.** By signing this Agreement, **Czech University of Life Sciences Prague** declares that it is not participating in more than 10 ERASMUS+ KA220 Cooperation Partnership proposals between the fields of youth, school education, VET or adult education on this deadline, either as applicant or partner, including the proposal linked to this Agreement. **Czech University of Life Sciences Prague** shall be held accountable for any consequence derived from not abiding by this requirement.

**5. CONFIDENTIALITY**

**5.1** The Partiesshall be responsible for keeping the contents, structures and/or any data or information included in this proposal CONFIDENTIAL and will not share them with any other entity outside the Consortium and will not use them for any alternative submission without the explicit consent of other Party**.** This does not apply to the public information to be included in any possible implementation and dissemination activity implemented as a result of the project, just in case of a positive evaluation.

**6. LAW. CONFLICT RESOLUTION.**

**6.1** The Parties agree to attempt resolution of any dispute that may arise from this Agreement amicably and in good faith.

**6.2** In any case, the parties agree that any litigation, dispute, matter or claim arising from the implementation or interpretation of this Agreement shall be referred expressly to the Courts of Prague (Czech Republic). This Agreement shall be construed and interpreted by the laws of Czech Republic.

**7. FINAL PROVISIONS**

**7.1** Any amendments or additions to the Agreement may be made only by written agreement of the Parties. Such agreements shall be in the form of dated, numbered and signed amendments to the Agreement by both Parties.

**7.2** The COORDINA unconditionally agrees to the publication of the full text of the Agreement so that the Agreement can be the subject of information provided in accordance with Act No. 106/1999 Coll., on free access to information, as amended. The COORDINA also agrees to publish the full text of the Agreement in accordance with Act No. 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (Act on the Register of Contracts), as amended.

**7.3** This Agreement is entered into in electronic form. If this Agreement is concluded in paper form, it shall be drawn up in triplicate with the validity of the original, with the COORDINA receiving one and the CZU two copies.

In witness thereof, both parties sign this Agreement in effect only at the place and date written below.

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| --- | --- |
| BY COORDINA ORGANIZACIÓN DE EMPRESAS Y RECURSOS HUMANOS, S.L. | BY Czech University of Life Sciences Prague |
| Signature | Signature |