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**GRANT AGREEMENT No 1/CZR/2024**

concluded between the national agency and the coordinator

**PROJECT TITLE: MILLENNIUM- Modern Inclusion, Learning & Leadership,  
Ensuring New Notions in Universal Methodologies**

**CONTRACT BETWEEN THE CONTRACTOR AND THE PARTNER  
RELATED TO PARTNERSHIP AGREEMENT No 1**  
hereafter referred to as **"the Contract"**

This Contract, drawn up under the Community programme ERASMUS+, shall govern relations between:

Organisation Name **Szkoła Podstawowa im. Mikołaja Kopernika w Czasławiu**

Address **Czasław 105 32-415 Raciechowice**

Registration Number

OID **E10065774**

hereafter named **"the Contractor"**, represented by, **Wiesława Murzyn** -headteacher

on the one hand

and

Organisation Name **Základní škola Pacov**

Address **Svobody 321, 395 01 Pacov, the Czech Republic**

Registration Number

OID **E10128552**

hereafter named **"the Partner"**, represented by, represented by **Mgr. Jaromír Havel**,  
headmaster of Základní škola Pacov

on the other hand,

The above are together hereinafter referred to as the Parties,

which have agreed as follows:

**Article 1/ Subject**

1. The Contractor and the Foundation for the Development of the Education System (FRSE) – the Polish National Agency of the Erasmus+ Programme ("the National Agency") have signed a Grant Agreement, nr **2024-1-PL01-KA210-SCH-000251401** for carrying out a Project called **MILLENNIUM- Modern Inclusion, Learning & Leadership, Ensuring New Notions in Universal Methodologies**, ("the Project") funded under the Erasmus + Programme. The Partner is a member of the consortium

put together by the Contractor for carrying out the Project and which was awarded funding in the form of a Grant ("the Grant") under the above Grant Agreement.

2. The Contractor and Partner commit themselves to carrying out the work programme covered by the Grant Agreement detailed above.
3. The maximum Community grant towards expenditure incurred by the members of the Partnership participating in the Project shall be 60 000 EUR (total project grant).
4. The final Grant shall depend on the evaluation of the quality of the results of the Project done by National Agency and pursuant to the rules laid down at Annexes I and 2I of the Grant Agreement but shall, under no circumstances, give rise to a profit.
5. This Contract shall regulate relations between the Parties, and their respective rights and obligations with regard to their participation in the Project in accordance with the Grant Agreement signed between the National Agency and the Contractor.
6. Each party to the contract is jointly and severally liable up to the amount of the contribution indicated for it.
7. The Parties declare to have read and agree to be bound by the terms of this Contract, including its Annexes which form an integral part thereof.

#### **Article 2/ Duration**

1. The project referred to in Article 1 has a duration of **24 months**. It starts on **03.11.2024** and ends on **02.11.2026**- the period of eligibility of the costs. [dates mentioned in Article 1 of the Data Sheet of the Grant Agreement]
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 final payment of the balance of the contract.

#### **Article 3/ Obligations of the Partner**

Each Partner shall:

1. 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 Grant Agreement;
2. comply with all the provisions of the Grant Agreement binding the Contractor to the National Agency;
3. communicate to the Contractor any information or document required by the latter that is necessary for the management of the Project;
4. inform the Contractor immediately:
  - a. of any events or circumstances of which the Partner is aware that are likely to affect or delay the implementation of the Project;
  - b. of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
5. submit in due time to the Contractor:
  - a. the data needed to draw up the reports, financial statements and other documents provided for in the Grant Agreement and its Annexes;
  - b. all the necessary documents required for audits, checks or evaluations in accordance with the provisions of Grant Agreement.

6. accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;

#### **Article 4/ Obligations of the Contractor**

The Contractor shall:

1. take all the steps necessary to prepare for, perform and correctly manage and monitor 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 Grant Agreement and application form;
2. send to the Partner a copy of reports and of any official documents concerning the Project;
3. notify and provide the Partner with any amendment made to the Grant Agreement;
4. comply with all the provisions of the Grant Agreement.

#### **Article 5/ Financing**

The Community grant contribution for the Partner shall be a maximum amount of **11478 EUR**.

#### **Article 6/ Payments<sup>2</sup>:**

1. The Contractor commits himself to carrying out payments relating to the subject matter of this Contract to the Partner upon receipt from the National Agency and according to the achievement of the tasks, the quality of the results and according to the following schedule according to the Grant Agreement conditions.

1 <sup>st</sup> payment:	40% of the maximum grant contribution shall be paid to the Partner after the signature of this Contract,
2 <sup>nd</sup> payment:	40% of the maximum grant contribution shall be paid to the Partner upon completion of the agreed tasks and outputs in the work programme and acceptance of the Progress Report by the National Agency,
3 <sup>rd</sup> payment:	20% of the maximum grant contribution shall be paid to the Partner upon completion of the agreed tasks and outputs in the work programme and acceptance of the Progress Report (to 30 days when the coordinator get the last payment from the National Agency.

1<sup>st</sup> payment shall be remitted to the Partner within 45 days after the National Agency has transferred 1<sup>st</sup> payment to the Contractor's bank account and the present Contract between the Contractor and the Partner has been concluded.

Every request for payment of a further pre-financing instalment must be accompanied by the documents specified in Annex 2 of the Agreement n°2024-1-PL01-KA210-

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<sup>2</sup> The payment scheme for the Partner may reflect the scheme established in the Grant Agreement with the National Agency, however the Parties may agree otherwise, e.g.: more instalments than indicated in the contract with the national agency or refundable instalments.

**SCH-000251401** and by a progress/ final report on the technical implementation of the Project.

final payment: up to 20%; the balance shall be paid once the Partner's contractual agreements have been fully met and all the necessary supporting documentation has been received.

2. The final balance payment will only be made to the Partner once the final report of the Project has been approved by the National Agency and the final payment received by the Contractor. The amount of the final balance payment to the Partner will depend on the assessment and approval by the National Agency of the Partnership's final report and its compliance with the terms and conditions of Grant Agreement including the provisions of Annex 1 and 2. If the final grant awarded to the Partner is less than the advances received, then the Partner shall repay to the Contractor the difference within 30 days of being notified in writing.
3. As payment of the final balance of the Grant will only be paid to the Partner, within 30 days of the final payment from the National Agency, after the acceptance of the final report, the Partner agrees to make an institutional contribution of at least 20% of the amount indicated in Article 5 of this Contract, to fund the expenses it has incurred for the Project in the final period.<sup>3</sup>
4. All payments shall be regarded as advances pending explicit approval by the National Agency of the final report, the corresponding cost statement and the quality of the results of the project.
5. All payments will be made in Euro.

#### **Article 7/ Bank account of the Partner**

Payments shall be made in EUR to the Partner Organisation's bank account as indicated:

Bank Name: Komerční banka

Bank Address: Palackého 77, 393 01 Pelhřimov, the Czech Republic

Account holder: Základní škola Pacov

Account Number: 123-326890277/0100

IBAN: CZ31 0100 0001 2303 2689 0277

SWIFT: KOMBCZPPXXX

payment reference: KA210

The account or sub-account specified in the Contract and to which the Erasmus+ grant will be paid should be:

- in the name of the Partner (personal accounts are not acceptable under any circumstances);
- denominated in Euro;
- Partner must be able to identify the payments.

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<sup>3</sup> unless the Parties have agreed otherwise, e.g. that the Contractor will assume 20% of the grant value on behalf of the Partner.

#### **Article 8/ Reports<sup>4</sup>**

1. The Partner shall provide the Contractor with any information and document required for the preparation of the 1<sup>st</sup> progress report covering the period from **03.11.2024** to **02.11.2025** and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by **02.11.2025** at the latest.
2. The Partner shall provide the Contractor with any information and document required for the preparation of the 2<sup>nd</sup> progress report covering the period from **03.11.2025** to **02.11.2026** and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by **02.11.2026** at the latest.
3. The Partner shall provide the Coordinator with any information and document required for the preparation of the Final Report for the period **03.11.2024** to **02.11.2026** and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by **02.11.2026** at the latest.

#### **Article 9/ Duty to keep documents**

The Partner must keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, during a period of five<sup>5</sup> years starting from the date of payment of the balance of the grant.

#### **Article 10/ Ownership and usage of Project Results**

1. The beneficiaries retain ownership of the results of the Project, including industrial and intellectual property rights, and of the reports and other documents relating to it, unless stipulated otherwise in the Contract.
2. The Partner undertakes to disseminate freely accessible information on the Project implementation activities at national and (if applicable) international levels.
3. The Partner and the Contractor undertake to provide free access under open licences to the outputs developed within the Project.

#### **Article 11/ GDPR**

1. The Parties shall have measures taken to ensure the compliance of data processing processes with Regulation 2018/1725 on the following topics: security of data processing, confidentiality of data processing, assistance to the data controller, data storage, contribution to audits (including inspections), keeping records of personal data of all categories of processing activities.
2. The Parties shall provide participants with a privacy statement regarding the processing of their personal data prior to the commencement of data processing.

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4 Number of progress reports can differ e.g. depending on the length of the project.

5 Three years for projects whose budget does not exceed EUR 60 000 in funding

3. In the case of using the image of project participants, the Parties shall provide participants with a declaration of consent to use the image by Partner, Coordinator, the National Agency and the European Commission for the purpose of disseminating the project and its results.

#### **Article 12/ Compensation for failure to perform the Contract**

1. If this Contract is terminated for the reason that the Partner fails to fulfil its obligations under the Contract, the rights and licenses granted to the Partner under the Contract shall terminate immediately and the Partner shall forfeit any right to reimbursement for the performance of its obligations under the Project.
2. In the case indicated above, the Partner is fully liable for any damage suffered by the Contractor or other Partners resulting from the necessity to perform the Partner's obligations by the Contractor or other Partners.

#### **Article 13/ Liability**

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 intent or gross negligence of the other party or its personnel. The limitation of liability shall not apply to claims arising out of malicious conduct of a party, claims arising from liability for warranted characteristics, and damage from injury to life, body, or health.

#### **Article 14/ Termination of the contract**

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

#### **Article 15/ Jurisdiction clause**

The law applicable to this Contract shall be the law of Poland.

#### **Article 16/ Language**

1. This Contract is drawn up in English which language shall govern all documents, notices and meetings for its application and/or extension or in any other way relative thereto.

#### **Article 17/ Amendments to the Contract**

Amendments to this Contract shall be made in writing and signed by the Parties.

#### **Annexes**

- Annex I: Grant agreement no 2024-1-PL01-KA210-SCH-000251401 and its annexes
- Annex II Project tasks and beneficiary responsibilities and budget

Done in two copies.

For the Coordinator,

The legal representative

For the Partner,

Telegrafická Pásov



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395 01 Pásov  
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