

Erasmus+ Programme 2021-2027

Key Action 1: Youth Participation Activities

AGREEMENT 2024-3-CZ01-KA152-YOU-000292197

CONTRACT BETWEEN CIRKUS LEGRANDO (THE COORDINATOR) AND CIRKULÁRIUM (THE PARTNER ORGANISATION)

A contract between the Coordinator and each partner organisation should be signed before the beginning of the activities of the partnership (except for the preparatory meeting) as described in this contract; it shall be annexed to the **Agreement** 2024-3-CZ01-KA152-YOU-000292197.

This contract, drawn up under the Erasmus+ Programme (Regulation (EU) 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing Erasmus+), shall govern relations between:

LUŽÁNKY - středisko volného času Brno, příspěvková organizace (CIRKUS LEGRANDO)

Lidická 50, 602 00 Brno, Czech Republic

IČ: 00401803 DIČ: CZ00401803

hereafter named "the Coordinator", represented by Jan Ondroušek,

on the one hand

and

ŽONGLÉROS ANSÁMBL, z. s. (CIRKULÁRIUM) Karla Vokáče 2620/27, 301 00 Plzeň, Czech Republic IČ: 22904522

hereafter named "the Partner Organisation", represented by Martina Vaněčková,

on the other hand,

Which have agreed as follows:

Article 1/Subject

1. Having regard to the provisions of Regulation (EU) 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing Erasmus+: the Union Programme for education and training, youth and sport, the **Coordinator** and the **Partner Organisation** commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the **Agreement 2024-3-CZ01-KA152-YOU-000292197** concluded between **the Coordinator** and the **National Agency**.

- 2. The maximum Community grant towards expenditure incurred by the members of the Partnership participating in the programme shall be 136 576 EUR.
- 3. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° **2024-3-CZ01-KA152-YOU-000292197** pursuant to the rules laid down at Community level, but shall, under no circumstances, give rise to a profit.
- 4. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project n° 2024-3-CZ01-KA152-YOU-000292197 under the Agreement n° 2024-3-CZ01-KA152-YOU-000292197 passed between the National Agency and the Coordinator
- 5. The subject matter of this contract and the related work programme are detailed in the Agreement n° **2024-3-CZ01-KA152-YOU-000292197** and each party is familiar with its content.

Article 2/Duration

- 1. The project referred to in Article 1 has a duration of 24 months. It starts on 1st January 2025 and ends on 31st December 2026.
- 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.
- 3. The period of eligibility of the costs starts on 1st January 2025 and ends on 31st December 2026.

Article 3/Obligations of the Coordinator

The Coordinator shall undertake:

- 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 notify and provide the Partner with any amendment made to the Agreement n° **2024-3-CZ01-KA152-YOU-000292197** concluded with the National Agency;
- **3.** 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;
- 4. to comply with all the provisions of Agreement n° **2024-3-CZ01-KA152-YOU-000292197** binding the **Coordinator and Beneficiaries** to the **National Agency**.

Article 4/Obligations of the Partner Organisation

The Partner Organisation 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° 2024-3-CZ01-KA152-YOU-000292197 concluded between the National Agency and the Coordinator,;
- 2. to comply with all the provisions of Agreement n° 2024-3-CZ01-KA152-YOU-000292197 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 Community grant contribution for the Partner shall be a maximum amount of 33 266 EUR.

Article 6/Payments

1. The **Coordinator** commits himself to carrying out payments relating to the subject matter of this contract to the Partner Organisation according to the achievement of the tasks and according to the following schedule:

1st payment: 80% [26 613 EUR] in June 2025

2nd payment: 20% [6 653 EUR] after the final report is approved by the

National Agency (final report is due 1st March 2027)

2. 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.

Bank Name: Fio Banka, a.s.

Bank Address: Na Florenci 2139/2, 11000 Praha

Account Name: Žongléros Ansámbl, z.s. Account Number: 2600112769 / 2010 IBAN: CZ25 2010 0000 0026 0011 2769

BIC: FIOBCZPPXXX

- 3. The partner organisation undertakes to keep proper accounting records to prove all costs associated with the project.
- 4. The partner organisation undertakes to spend all the money only for the needs of the project and only on the project's eligible expenses.

Article 7/Reports

1. The Partner will provide on an ongoing basis the **Coordinator** all information and documents required for the preparation of the final report and, where appropriate, copies of all the necessary supporting documents *completed and signed by the legal representative* by **31th December 2026** at the latest.

Article 8/ 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.

Article 9/ 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 Organisation 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 **Coordinator** or their personnel.

Article 10/Termination of the contract

- 1. The **Coordinator** may terminate the contract if the Partner Organisation 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 11/ Jurisdiction clause

- 1. Failing amicable settlement, the Courts of *The Czech Republic* 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 **The Czech Republic.**

Article 12/ 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.

Annexes

a)	detailed budget relating to the activities of the Partner Organisation (costs
	associated with the activities and sources of financing).

b)	description of the Partner's tasks and breakdown of the Community grant
	allocation.

Done in two copies.

For the Coordinator,

For the Partner,

The legal representative Jan Ondroušek, director

The legal representative Martina Vaněčková, director

[signature]

[Date]

Brno, Czech Republic

Plzeň, Czech Republic

Annexe 1

CIRKbeing – BUDGET

	Cirkus LeGrando	Cirkulárium	Circus Circuli	Scoala de Circ	Total
Preparatory meeting Pilsen	560	2040	680	800	4080
Organisation support	7000	3000	3000	3000	16000
YEX1 - Pilsen - travel	2850	0	2850	4170	9870
YEX1 - Pilsen - individual support		16536			16536
YEX2 - Timisoara - travel	4170	4170	3090	0	11430
YEX2 - Timisoara - individual support				14352	14352
YEX3 - Stuttgart - travel	4170	2850	0	3090	10110
YEX3 - Stuttgart - individual support			22152		22152
YEX4 - Brno - travel	0	4170	4170	4170	11190
YEX4 - Brno - individual support	16536				16536
Inclusion support	1500	500	500	500	3000
total	36786	33266	36442	30082	136576

Annexe 2

PARTNER RESPONSIBILITIES

CIRKUS LEGRANDO

- Being a responsible and active partner in this project and follow the best youth work practice in all activities and ensuring the wellbeing and safety of all participants
- Internal communication (following the project plan and making sure all partners are kept up to date, delivering all administrative tasks on time, taking minutes of the meetings etc)
- Preparing the funding application, final report and partner contracts
- Coordination of meeting happening in Brno (booking meeting venue, restaurants/food, buying materials needed, hosting, cultural programme, meeting administration etc.)
- Coordination of the reflective cards part of the project
- Coordination of documentation of the youth trainings and PR activities

- Financial management of the project and book keeping
- Communication with Czech National Agency
- Assistance with reporting to Czech National Agency in the middle and end of the project
- Assistance with the coordination of meetings happening in Pilsen (booking meeting venue, restaurants/food, buying materials needed, hosting, cultural programme, meeting administration etc.)
- Signing contracts with participants from LeGrando
- Following health and safety rules
- Dissemination activities
- Making sure that everyone from their group is insured for the travel and all activities

CIRKULÁRIUM

- Being a responsible and active partner in this project and follow the best youth work practice in all activities and ensuring the wellbeing and safety of all participants
- Perform and practise all activities with the best intention following the specific standards of Erasmus+ project so that the project achieves its goals
- Coordination of meetings happening in Pilsen (booking meeting venue, restaurants/food, buying materials needed, hosting, cultural programme, meeting administration etc.)
- Travel logistics (buying the tickets according to "green travel" plan and notifying the coordinator from **Cirkus LeGrando** of their travel plans)
- Signing contracts with participants from Cirkulárium
- Following health and safety rules
- Dissemination activities
- Making sure that everyone from their group is insured for the travel and all activities
- Coordination of the reflection and feed back processes and approaches.

SCOALA DE CIRC

- Being a responsible and active partner in this project and follow the best youth work practice in all activities and ensuring the wellbeing and safety of all participants
- Perform and practise all activities with the best intention following the specific standards of Erasmus+ project so that the project achieves its goals
- Coordination of meeting happening in Timisoara (booking meeting venue, restaurants/food, buying materials needed, hosting, cultural programme, meeting administration etc.)
- Provide the necessary equipment and staffing for funambulism.
- Travel logistics (buying the plane/train tickets etc. according to "green travel" plan and notifying the coordinator from Cirkus LeGrando of their travel plans)
- Signing contracts with participants from Scoala de Circ

- Following health and safety rules
- Dissemination activities
- Making sure that everyone from their group is insured for the travel and all activities

CIRCUS CIRCULI

- Being a responsible and active partner in this project and follow the best youth work practice in all activities and ensuring the wellbeing and safety of all participants
- Perform and practise all activities with the best intention following the specific standards of Erasmus+ project so that the project achieves its goals
- Coordination of meetings happening in Stuttgart (booking meeting venue, restaurants/food, buying materials needed, hosting, cultural programme, meeting administration etc.)
- Travel logistics (buying the plane tickets etc and notifying the coordinator from Curkus LeGrando of their travel plans)
- Signing contracts with participants from Circus Circuli
- Following health and safety rules
- Dissemination activities
- Making sure that everyone from their group is insured for the travel and all activities