



Erasmus+

ERASMUS+ PROGRAMME

- STRATEGIC PARTNERSHIPS (KEY ACTION 2)

AGREEMENT NUMBER 2017-1-SK01-KA204-035420

CONTRACT BETWEEN THE COORDINATOR AND THE CO-BENEFICIARY

This contract shall govern relations between:

The Association of Adult Education Institutions in the Slovak Republic (AIVD SR)

Gondova 2
814 99 Bratislava
Slovakia
National ID: 17320615

hereafter referred to as "the Coordinator", represented by Klaudius Šilhár, AIVD SR president

on the one hand and

Charles University

Ovocný trh 560/5
11636 Praha 1
Czech Republic
National ID: 00216208

hereafter referred to as "the Co-beneficiary", represented by Tomáš Zima, Rector of Charles University,

on the other hand,

Which have agreed as follows:

Article 1/Subject

- 1.1. The Coordinator and the Co-beneficiary commit themselves to carrying out the work programme covered by this contract, for the project entitled **“Age Management Uptake”**, under the ERASMUS+ Programme, Key Action 2 - Strategic Partnerships.
This work programme comes under the Agreement number **2017-1-SK01-KA204-035420** concluded between the Coordinator and SAAIC - Slovak Academic Association for International Cooperation.
- 1.2. The maximum grant of the project for the contractual period referred to by the Agreement number **2017-1-SK01-KA204-035420**, is estimated at **219 034 EUR**.
- 1.3. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project under the Agreement number **2017-1-SK01-KA204-035420** signed between the Coordinator and SAAIC - Slovak Academic Association for International Cooperation.
- 1.4. 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

- 2.1. The project referred to in Article 1 has duration of **30 months**. It starts **01.09.2017** and ends on **29.02.2020**.
- 2.2. This contract enters into force on the day of its publication in the Contract Register in accordance with the Act no. 340/2015 Sb., concerning special conditions regarding the effect of some Contracts, their publication, and the Contract Register (Contract Register Act), as amended (hereinafter the „Act on the Register of Contracts“) and terminates at the moment of payment of the balance of the contract, as mentioned in the article 6, paragraph 1.
- 2.3. The period of eligibility of the costs starts on **01.09.2017** and finishes on **29.02.2020**.

Article 3/Obligations of the Coordinator

The Coordinator is obliged:

- 3.1. 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 SAAIC - Slovak Academic Association for International Cooperation and the Coordinator;
- 3.2. to send to the Co-beneficiary a copy of the Agreement number **2017-1-SK01-KA204-035420** and its annexes concluded with SAAIC - Slovak Academic Association for International Cooperation, of the Financial and Contractual Rules, of the various reports and of any other official documents concerning the project;

- 3.3. to notify and provide the Co-beneficiary with any amendment made to the Agreement number 2017-1-SK01-KA204-035420 concluded with the SAAIC - Slovak Academic Association for International Cooperation;
- 3.4. to define in conjunction with the Co-beneficiary the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights;
- 3.5. to comply with all the provisions of Agreement number 2017-1-SK01-KA204-035420 binding the Coordinator to SAAIC - Slovak Academic Association for International Cooperation.

Article 4/Obligations of the Co-beneficiary

The Co-beneficiary is obliged:

- 4.1. 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 number 2017-1-SK01-KA204-035420 concluded between SAAIC - Slovak Academic Association for International Cooperation and the Coordinator;
- 4.2. to comply with all the provisions of Agreement number 2017-1-SK01-KA204-035420 binding the Coordinator to SAAIC - Slovak Academic Association for International Cooperation;
- 4.3. to communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project;
- 4.4. to accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.5. 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

The maximum grant of the Co-beneficiary for the period covered by this contract is estimated at **35 516, 00 EUR**. The Co-beneficiary's detailed budget is described in the annexes to this contract (**Annex I**).

Article 6/Payment Arrangements

- 6.1. The Coordinator commits himself to carrying out payments relating to the subject matter of this contract to the Co-beneficiary according to the achievement of the tasks and according to the following schedule:

1st payment:

An initial advance **14 206, 40 EUR**, or **40 %** of the grant within 30 days of receiving the initial payment from SAAIC - Slovak Academic Association for International Cooperation.

2nd payment:

A second advance **14 206, 40 EUR**, or **40 %** of the grant upon receipt of claim forms with supporting documentation and agreed outcomes in the work programme. The Coordinator reserves the right to withhold this second advance if the Co-beneficiary's report to Coordinator is submitted after the deadline mentioned in article 8, paragraph 1 of this contract.

3rd and final payment

The balance up to **20 %** will be paid once the Co-beneficiary's contractual agreements have been fully met, all the necessary supporting documentation has been submitted to the Coordinator and SAAIC - Slovak Academic Association for International Cooperation has approved the final report. The Coordinator 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. paragraph 2 of this contract.

- 6.2. All payments shall be regarded as advances pending explicit approval by SAAIC - Slovak Academic Association for International Cooperation 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

Funds allocated to the Co-beneficiary will be paid to the following bank account opened in the name of the Co-beneficiary:

Name of bank: **Komerční banka, a. s.**

Address: **Celetná 562/30; Praha 1**

Account holder: **Faculty of Arts, Charles University**

Full account number (including bank codes): [REDACTED]

IBAN/BIC code: [REDACTED]

SWIFT: [REDACTED]

Article 8/Reporting

- 8.1. The Co-beneficiary shall provide the Coordinator with any information and documents 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 **10.12.2018** at the latest.
- 8.2. The Co-beneficiary shall provide the Coordinator with any information and documents 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 **10.3.2020** at the latest.

Article 9/ Monitoring and supervision

- 9.1. The Co-beneficiary 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.

- 9.2. The Co-beneficiary 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.
- 9.3. The obligations described in Article II.27 of the Agreement number 2017-1-SK01-KA204-035420 apply to the Coordinator and the Co-beneficiary.

Article 10/ Liability

- 10.1. 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.
- 10.2. The Co-beneficiary shall protect SAAIC - Slovak Academic Association for International Cooperation, 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 SAAIC - Slovak Academic Association for International Cooperation, the Coordinator or their personnel.

Article 11/Termination of the contract

- 11.1. Each contracting party may terminate the contract if the other 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 Co-beneficiary by registered letter has remained without effect for one month.
- 11.2. Each contracting party shall immediately notify the other, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 12/ Jurisdiction clause

- 12.1. Failing amicable settlement, the Courts of *Okresný súd Bratislava I, Záhradnícka 10, 81244 Bratislava, Slovakia* shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
- 12.2. The law applicable to this contract shall be the law of the Slovak Republic.

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 / The other provisions

- 14.1. The Parties are aware of and agree with the publication of the Contract by FF UK in accordance with Act no. 340/2015 Sb., concerning special conditions regarding the effect of some Contracts, their publication, and the Contract Register (Contract Register Act), as

amended (hereinafter the „Act on the Register of Contracts“), immediately after signing the Contract.

- 14.2. The Parties state that the Contract does not contain commercially confidential information or information whose publication would lead to unauthorized access to the rights and obligations of the Parties, their representatives or their employees, and the Parties agree with the publication of the Contract in its entirety. Nonetheless, prior to the Contract's publication FF UK is, if necessary, entitled to delete information which, according to the Act on the Register of Contracts, should not or need not be published. In the case that the publication of the Contract would nevertheless lead to unauthorized access to the rights and obligations of the Parties, their representatives or their employees, each party is responsible solely for the harm caused to itself, its own representatives, or employees.
- 14.3. The Parties have agreed that this Contract is entered into and takes effect on the day of its publication in the Contract Register in accordance with the Act on the Register of Contracts. The Parties are explicitly aware of and agree that the fulfilment of the Contract can take place only after it has taken effect. FF UK undertakes to inform the second Party of the Contract's registration by sending a copy of the confirmation issued by the Contract Register administrator to the e-mail address given in the header of this Contract.
- 14.4. The Parties have agreed that this Contract is entered into on the day of its publication in the Contract Register and takes effect on the day following its publication in the Contract Register in accordance to the Act on the Register of Contracts. The Parties are explicitly aware of and agree that the fulfilment of the Contract can take place only after it has taken effect. FF UK undertakes to inform the second Party of the Contract's registration by sending a copy of the confirmation issued by the Contract Register administrator to the e-mail address given in the header of this Contract.

Annexes

- I. Detailed budget relating to the activities of the Co-beneficiary
- II. Description of the Co-beneficiary's tasks
- III. Copy of Agreement number 2017-1-SK01-KA204-035420 between Coordinator and SAAIC - Slovak Academic Association for International Cooperation
- IV. Annex II of the Agreement number 2017-1-SK01-KA204-035420 (Description of the Project, Estimated budget of the project; List of other beneficiaries)

Done at Bratislava, on 05.10.2017 in two originals in English.

For the **Coordinator**,

The legal representative
Klaudius Šilhár, president AIVD SR

[signature]

5. 10. 2017

[date]

For the **Co-beneficiary**,

The legal representative
Tomáš Zima, Rector of Charles University

[signature]

[date]

17. 10. 2017