**Erasmus +**

**KA2 Strategic partnership**

**AGREEMENT n° 2017-1-PL01-KA203-038698**

**Agreement with partner** **n°4**

**CONTRACT BETWEEN THE CONTRACTOR AND THE PARTNER [[1]](#footnote-1)**

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

***Wyższa Szkoła Logistyki z Siedzibą w Poznaniu (WSL)***

hereinafter referred to as the Contractor,

And

**CESKE VYSOKE UCENI TECHNICKE V PRAZE (CVUT)**

hereinafter referred to as the Partner, on the other hand,

Which have agreed as follows:

**Article 1/Subject**

1. Having regard to the provisions of Regulation n° 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing Erasmus+, the Union program for education, training, youth and sport, the **Contractor** and the Partner commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the Agreement n° **2017-1-PL01-KA203-038698** concluded between **the Contractor** and the **National Agency**.

1. The total cost of the project for the contractual period referred to by the Agreement n° **2017-1-PL01-KA203-038698,** all financing combined, is estimated at **387 871 *EUR*** (including all taxes and duties) ***mentioned in the Agreement for the project n°* 2017-1-PL01-KA203-038698**.
2. The maximum Erasmus + contribution to cover expenditure incurred by the members of the Partnership participating in the programme shall be **387 871** EUR **[*the amount mentioned in the Agreement° n°* 2017-1-PL01-KA203-038698**)**.**
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° 2015-1-PL01-KA202-016464pursuant to the rules laid down at Community level, particularly in the Administrative and Financial Rules, 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° **2017-1-PL01-KA203-038698** under the Agreement n° **2017-1-PL01-KA203-038698** passed between the **National Agency** and the **Contractor**.
5. 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**

1. The project referred to in Article 1 has a duration of **36 month.** It starts **01.09.2017** and ends on **31.08.2020.**
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, as mentioned in Article 6.1.

1. The period of eligibility of the costs starts on **01.09.2017** and finishes on **31.08.2020.**

**Article 3/Obligations of the Contractor**

The Contractor 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 concluded between the **National Agency** and the **Contractor**;
2. to send to the Partner a copy of the Agreement n° **2017-1-PL01-KA203-038698** and its annexes, concluded with the National Agency, of the Administrative and Financial rules, of the various reports and of any other official document concerning the project;
3. to notify and provide the Partner with any amendment made to the Agreement n°**2017-1-PL01-KA203-038698** concluded with the National Agency;
4. 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;
5. to comply with all the provisions of Agreement n° **2017-1-PL01-KA203-038698** binding the **Contractor** to the **National Agency**.

**Article 4/Obligations of the Partner**

The Partner 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° **2017-1-PL01-KA203-038698** concluded between the **National Agency** and the **Contractor**;
2. to comply with all the provisions of Agreement n° **2017-1-PL01-KA203-038698** binding the **Contractor** to the **National Agency**;
3. to communicate to the **Contractor** 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 Contractor, including details of costs claimed and, where appropriate, ineligible expenses;
5. to define in conjunction with the **Contractor** the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.
6. to report progress of work to Contractor as agreed at the first meeting of partners.

**Article 5/Financing**

1. The total expenditure to be committed by the Partner for the period covered by this contract is estimated at **80 516** **EUR, *the amount mentioned in the annex II Detailed Budget of that Agreement,*** (including all taxes and duties).
2. The Erasmus+ contribution for the Partner shall be a maximum amount of 80 516 EUR**.**

**Article 6/Payments**

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

1st tranche (32 206,40 EUR) – 14 days after signing a bilateral contract

2nd tranche (32 206,40 EUR) – 14 days after receiving money from NA after approval of interim report (interim report should be send to NA to 2019-03-30)

3rd tranche (balance payment max 16 103,20 EUR) – 14 days after receiving money from NA after approval of final report (interim report should be send to NA to 2020-10-30)

1. 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.
2. If the **National Agency** will not approve a specific product, **Partner** responsible for its development will be required to return all funds provided to them by **Contractor**.
3. Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the Erasmus+ financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the **Contractor** in order for the **Contractor** to be able to fill out the annex to the Agreement n° **2017-1-PL01-KA203-038698** concluded with the **National Agency**.
4. The final payment as mentioned in Article 6.1 can be adapted to take into account the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure.

**Article 7/Bank account**

Payments within the Contract shall be made into the following bank account of Partner:

**Bank details:**

**Holder of the bank account: MÚVS-ICCAGE**

**Name of the bank: Komerční banka**

**IBAN- the full account number: CZ6001000001150840890237**

**Swift Code: KOMBCZPPXXX**

**Account currency: EUR**

**Article 8/Reports**

1. The Partner shall provide the **Contractor** with any information and document required for the preparation of 2 reports and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **15.06.2018 first report, by 15.03.2019 second report**.
2. The Partner shall provide the **Contractor** with any information and document 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 **30.09.2020** at the latest.

**Article 9/ Monitoring and supervision**

1. The Partner shall provide without delay the **Contractor** 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 **Contractor** any document making it possible to check that the aforementioned work programme is being or has been carried out.

**Article 10/ 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 shall protect the **National Agency**, the **Contractor** 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 **Contractor** or their personnel.

**Article 11/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 12/ Jurisdiction clause**

1. Failing amicable settlement, the Courts of Poznańshall 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 Poland***.***

**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.

**Annexes**

1. detailed budget relating to the activities of the Partner (costs associated with the activities and sources of financing).Annex II from the agreement;
2. list of activities of the Partner;
3. project schedule.

Done at Poznań, 06.11.2017, in two copies.

For the **Contractor**, For the **Partner**,

The legal representative The legal representative

[ signature ] [ signature ]

date date

1. The **Contractor** shall be entitled to add other clauses to those indicated here [↑](#footnote-ref-1)