

CONTRACT BETWEEN THE CONTRACTOR AND THE PARTNER ¹ for a

ERASMUS PLUS PROGRAM

Key Action: Cooperation for innovation and the exchange of good practices

Action Type: Strategic Partnerships for vocational education and training

Under the Erasmus plus program²

PROJECT NUMBER: 2017-1-CZ01-KA202-035552

PROJECT TITLE: Beekeeping and its Role in Countryside Ecology and Rural Development

A contract between the Contractor and each Partner has to be signed before the beginning of the activities of the partnership as described in this contract; it shall be annexed to the Agreement n° 2017-1-CZ01-KA202-035552

This contract, shall govern relations between:

*Natura Opava - Czech Republic, z.s.
Adress: Edvarda Beneše 30, 747 05 Opava
Tel: [REDACTED]
E-mail: [REDACTED]
identification number: 26546591*

Hereafter named "the Contractor",

Represented by Jakub Kubačka , statutory representative

on the one hand

and

*Masarykova střední škola zemědělská a Vyšší odborná škola, Opava, příspěvková organizace, Adress: Purkyňova 12, 746 01 Opava
Tel: [REDACTED]
E-mail: [REDACTED]
Identification number: 47813130, DIČ: CZ 47813130*

Represented by [REDACTED] Arnošt Klein , statutory representative

on the other hand,

¹ The Contractor shall be entitled to add other clauses to those indicated here

² Regulation of the European Parliament and of the Council establishing "Erasmus+": The Union programme for Education, Training, Youth and Sport and repealing decisions No 1719/2006/EC, No 1720/2006/EC and No 1298/2008/EC.

Which have agreed as follows:

Article 1/Subject

1. Having regard to the provisions of Decision N°1720/2006/EC of the European Parliament and of the Council of 15/11/2006 establishing an action programme in the field of lifelong learning, published in the Official Journal of the EU N°L327/45 on 24/11/2006, 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-CZ01-KA202-035552 concluded between **the Contractor** and the **National Agency**.

2. The total cost of the project for the contractual period referred to by the Agreement n° 2017-1-CZ01-KA202-035552 all financing combined, is estimated at **120.855,- EUR** (including all taxes and duties). Does not contain bank charges!
3. The maximum Erasmus plus contribution to cover expenditure incurred by the members of the Partnership participating in the programme shall be 20% of the all budget. The amount of 80 percent of the finances shall be received by the partner continuously before and during project implementation (see Article 6.1). The additional payment (20 percent) will be sent to the partner after preparation of the final report. This means that the partner will have to pre-finance 20 percent of the total grant.
4. The final financial contribution shall depend on the evaluation of the quality of the results of the project n°2017-1-CZ01-KA202-035552 pursuant to the rules laid down at Community level, particularly in the contract concluded between **the Contractor** and the **National Agency** and the Erasmus plus Guide, 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 under the Agreement n° 2017-1-CZ01-KA202-035552 passed between the **National Agency** and the **Contractor**.
6. 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 starts on **October 1, 2017** and ends on **September 30, 2019**.
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 7.1.
3. The period of eligibility of the costs starts on **October 1, 2017** and ends on **September 30, 2019**.

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-CZ01-KA202-035552 and its annexes, concluded with the National Agency, of the Erasmus plus Guide, of the Project Handbook, 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-CZ01-KA202-035552 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-CZ01-KA202-035552 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-CZ01-KA202-035552 concluded between the **National Agency** and the **Contractor**;
2. to comply with all the provisions of Agreement n° 2017-1-CZ01-KA202-035552 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. description, ideas, scope, time schedule as well as detailed description of the project, including the detailed budget, is included in the Annex, e.g. «Contractor's Project Application (Natura Opava) ». This application has been written in English.

Article 5/Financing

1. The budget sections per organisations:

PIC of Organisation	Country of the Organisation	Transnational Project Meetings	Learning/Teaching/Training Activities				Special Needs	Exceptional Costs	Total
			Travel	Individual Support	Linguistic Support	Exceptional Costs (Overseas Countries and Territories Travel Costs)			
945249966	Czech Republic	0.00	4320.00	6000.00				10320.00	
947272707	Czech Republic	0.00	9720.00	8775.00				18495.00	
930607913	Poland	0.00	3300.00	6000.00				9300.00	
999842633	Bulgaria	1150.00	1115.00	825.00				3090.00	
940774774	Portugal	1520.00	4340.00	6500.00				12360.00	
912715875	Portugal	1520.00	8680.00	6000.00				16200.00	
999878232	Romania	1150.00	1115.00	825.00				3090.00	
Total		5340.00	32590.00	34925.00				72855.00	
Project Management and Implementation								48000.00	

2. The budget section of the project management shall be distributed by a grant receiving party - project coordinator. He/she shall distribute this section among the project partners as follows:

PIC:

945249966	10 000 EUR
947272707	5 000 EUR
930607913	5 000 EUR
999842633	8 500 EUR
940774774	5 000 EUR
912715875	6 000 EUR
999878232	8 500 EUR

3. So total grant per organisations:

PIC:

945249966	20 320 EUR
947272707	23 495 EUR (your organisation)
930607913	14 300 EUR
999842633	11 590 EUR
940774774	17 360 EUR
912715875	22 200 EUR
999878232	11 590 EUR

4. The total expenditure to be committed by the Partner for the period covered by this contract is estimated at **23.495,- EUR** (including all taxes and duties). Does not contain bank charges!

Název majitele účtu: Masarykova střední škola zemědělská a Vyšší odborná škola, Opava, příspěvková organizace

Adresa majitele účtu: Purkyňova 12, Opava 74601, CZ

Název banky: Komerční banka, a.s.

Adresa pobočky banky: Pobočka Opava, Hrnčířská 266/2, Opava 74601

Číslo účtu: [REDACTED]
IBAN: [REDACTED]
SWIFT: [REDACTED]
Měna: euro

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:
 - An amount equivalent to 60% of the amount of the grant specified in Article 5. (14.097,- Eur) will be paid as an advance, within 15 days following the signature of the contract.
 - The second advance payment of the project will have been sent by 15 April 2018; the amount equals additional 20 percent of the total grant specified in Article 5.1; it is the amount of EUR 4.699.
 - The additional payment in the grant, e.g. 20 per cent (EUR4.699) will be paid retroactively after submission and approval of the final report. The deadline date for this report is 31 October 2019. The National Agency then has 60 days to grant payment charge to Contractor.
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.
3. Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the Erasmus plus 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 reports.
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.
5. The receiving party agrees to notify the project coordinator at 3month intervals about the schedule for drawing the grants. In particular, in case of all documents for transport, accommodation and personal expenses. To be delivered: spreadsheet for drawing and copy of all documents - tickets, air-tickets, travel orders, personal assessment, documents for food and accommodation. An allocated grant will be charged exactly to the coordinator from the partners. Overview of the drawing will be regularly sent to the coordinator once in the period of 3 months.

Article 7/Reports

1. The Partner shall provide the **Contractor** with any information and document required for the preparation of the **interim reports** and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* from this period: **01/10/2017 - 30/09/2019** respectively.
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 **1/10/2017 at the latest (30/09/2019)**.

Article 8/ 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.
3. The obligations described in Article 9 of the agreement n° 2017-1-CZ01-KA202-035552 apply *mutatis mutandis* to the contractor and partner.

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 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.
3. The **National Agency** cannot be considered under any circumstance responsible for the payments arranged in accordance to article 7 of this Agreement.

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 the Supreme Court of 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 Czech 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.

Annexes

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

MSSZe a VOŠ Opava,p.o. are fully committed to contribute to the project budget with his own resources as specified in the budget and in line with the tasks attributed to him. MSSZe a VOŠ Opava,p.o. confirm that the key staff involved in the project, as presented in the application form, will be available to fulfil the role outlined, and our organisation will do everything to cooperate efficiently.

- b) description of the Partner's tasks and breakdown of the Erasmus plus allocation.

MSSZe a VOŠ Opava,p.o. task will be as follows:

- Participation in all project meetings and activities where budget is allocated as described in the approved project document
- Collaboration in all tasks as detailed according to the approved budget as detailed

Done at OPAVA, in two copies.

For the **Contractor**,

The statutory representative

Jakub Kubačka



Date: 5.12.2017



For the **Partner**,

The legal representative MSSZe a VOŠ
Opava,p.o.

Arnošt Klein



Date: 22.12.2017

Masarykova univerzita
a v. o. p. s. - zemědělská
organizace
OPAVA 1
DIČ: CZ47813130