

Strategic Partnership for vocational education and training with multiple beneficiaries under the  
ERASMUS+ Programme

CONTRACT NUMBER 2017-1-FR01-KA202-037241

AGREEMENT BETWEEN THE COORDINATOR AND THE PARTNER

This Agreement shall govern relations between:

*Région Grand Est  
Maison de la Région  
1 Place Adrien Zeller  
BP 91006  
67070 STRASBOURG Cedex,  
FRANCE*

*called hereafter "the Coordinator", represented by President,*

of the one part,

and

*Masarykova střední škola zemědělská a Vyšší odborná škola Opava, příspěvková organizace  
Purkyňova 1654/12  
746 01 OPAVA  
CZECH REPUBLIC*

*called hereafter "the Partner", represented by Arnošt KLEIN, Director*

of the other part,

Which have agreed as follows:

**Article 1 – SUBJECT MATTER OF THE AGREEMENT**

1. The French **National Agency** has decided to award a grant for the Project entitled "Cooperation in vocational training for European labour market" (CIVEEL) under the Erasmus+ Programme Key Action 2: Strategic Partnerships. The **Coordinator** and the **Partner** commit themselves to carrying out the project as set out in the Annexes of the Agreement.
2. This Agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project "Cooperation in vocational training for European labour market" (CIVEEL) under the Contract n° 2017-1-FR01-KA202-037241 passed between the French **National Agency** and the **Coordinator**.

**Article 2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION**

1. The Agreement shall enter into force on the date on which the last party signs.
2. The Project shall run between 01/09/2017 and 31/08/2019 both inclusive.
3. The Agreement shall end on the date of approval by the **National Agency** of the final report and at the latest on the 31/12/2019.

### Article 3 - OBLIGATION OF THE COORDINATOR

The **Coordinator** commits to:

1. take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this Agreement and in its annexes, in accordance with the objectives of the project as set out in the Contract n° 2017-1-FR01-KA202-037241 concluded between the **National Agency** and the **Coordinator**;
2. send to the **Partner** a copy of the Contract n° 2017-1-FR01-KA202-037241 and its annexes, concluded with the **National Agency**, of the various reports and of any other official document concerning the project;
3. notify and provide the **Partner** with any amendment made to the Contract n° 2017-1-FR01-KA202-037241 concluded with the **National Agency**;
4. define in conjunction with the **Partner** the role and rights and obligations of the two contracting parties;
5. comply with all the provisions of the Contract n° 2017-1-FR01-KA202-037241 binding the **Coordinator** to the **National Agency**.

### Article 4- OBLIGATION OF THE PARTNER

The **Partner** commits to:

1. take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this Agreement and in its annexes, in accordance with the objectives of the project as set out in the Contract n° 2017-1-FR01-KA202-037241 concluded between the **National Agency** and the **Coordinator**;
2. comply with all the provisions of the Contract n° 2017-1-FR01-KA202-037241 binding the **Coordinator** to the **National Agency**;
3. communicate to the **Coordinator** any information or document required by the latter that is necessary for the management of the project;
4. accept responsibility for all information communicated to the **Coordinator**, including details of costs claimed and, where appropriate, ineligible expenses;
5. in conjunction with the **Coordinator** define the role and rights and obligations of the two contracting parties.

### Article 5 - DISSEMINATION

1. The partner shall acknowledge the grant support received under the Erasmus+ Programme in any document disseminated or published, in any product or material produced with the grant support, and in any statement or interviews given, in accordance with the visual identity guidelines provided by the European Commission.
2. The acknowledgement shall be followed by a disclaimer stating that the content of the publication is the sole responsibility of the publisher and that the European Commission is not liable for any use that may be made of the information.

### Article 6 - FINANCING THE ACTION

1. The total expenditure to be committed by the **Partner** for the period covered by this Agreement is estimated at 10 415 EUR.

#### Article 7 - PAYMENTS

1. The **Coordinator** commits himself to carrying out payments relating to the subject matter of this Agreement to the **Partner** according to the following schedule:

1 <sup>st</sup> payment:	6 249 EUR (from the entry into force of the Agreement, 60 %)
2 <sup>nd</sup> payment:	2 083 EUR (after approval by the <b>National Agency</b> of the interim report, 20 %)
Final payment:	2 083 EUR (after approval by the <b>National Agency</b> of the final report, 20 %)

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 assessment of the quality of the results of the project.

#### Article 8 - BANK ACCOUNT

Please send a document with references of the bank account opened in the name of the **Partner** into which the funds allocated to the **Partner** will be paid.

#### Article 9 - SUBMISSION OF REPORTS AND OTHER DOCUMENTS

1. The **Partner** shall provide the **Coordinator** with any information and document 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 the **31/07/2018** at the latest.
2. The **Partner** shall provide the **Coordinator** 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 the **31/08/2019** at the latest.

#### Article 10 - MONITORING, CHECKS AND AUDITS

1. The **Partner** shall provide the **Coordinator** without delay with any information that the latter may request from him concerning the carrying out of the work programme covered by this Agreement.
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 11 - TERMINATION OF THE AGREEMENT

1. The **Coordinator** may decide to terminate the Agreement 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 **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this Agreement.

#### Article 12 - JURISDICTION CLAUSE

1. Failing amicable settlement, the Courts of Strasbourg shall have sole competence to rule on any dispute between the contracting parties in respect of this Agreement.
2. The law applicable to this Agreement shall be the French law.

### Article 13 - SUPPLEMENTARY AGREEMENTS

Amendments to this Agreement shall be made only by a written supplementary Agreement signed on behalf of each of the parties by the signatories to this Agreement. No oral agreement may bind the parties to this effect.

#### Annexes

- 1) *Time schedule and activities as indicated in the application Form*
- 2) *Project budget relating to the activities of the Partner*

Done at Strasbourg, in two copies and in two languages (English as the work language and Czech).

For the Coordinator,

The legal representative  
President

[signature]  
[date]

10-11-2017  
Pour le Président du Conseil Régional  
Légation  
Général des Services

CHARLIER

For the Partner,

The legal representative  
Arnošt KLEIN, Director

[signature]  
[date]

16.10.2017

Masarykova střední škola zemědělská  
a Vyšší odborná škola, Opava,  
- příspěvková organizace  
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