



# Erasmus+

ERASMUS+ PROGRAMME

STRATEGIC PARTNERSHIPS (KEY ACTION 2)

AGREEMENT NUMBER 2020-1- SK01-KA226-SCH-094401

CONTRACT BETWEEN THE COORDINATOR AND THE CO-BENEFICIARY <sup>1</sup>

This contract shall govern relations between:

**KLASTER REGIONÁLNEHO ROZVOJA** záujmové združenie právnických osôb, *hereafter referred to as "the Coordinator", represented by JUDr. Marek Turanský MBA,*

and

on the one hand

**CENTRO SUPERIOR DE FORMACIÓN EUROPA SUR (CESUR)**, *hereafter referred to as "the Co-beneficiary", represented by Mr. Manuel Martín Martín, Legal representative,*

on the other hand,

Which have agreed as follows:

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<sup>1</sup> The **Coordinator** shall be entitled to add other clauses to those indicated here

## 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 “**Maximising learners’ motivation, engagement and learning through gamification**”, under the ERASMUS+ Programme, Key Action 2 - Strategic Partnerships.  
This work programme comes under the Agreement number **(2020-1-SK01-KA226-SCH-094401)** 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 **(2020-1-SK01-KA226-SCH-094401)** is estimated at **271.010,00. 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 **(2020-1-SK01-KA226-SCH-094401)** 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 **24 months**. It starts **01.03.2021** and ends on **28.02.2023**.
- 2.2. This contract enters into force on the date of signature by the last of participating parties to the contract 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 **01.03.2021** and finishes on **28.02.2023**.

## 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 **(2020-1-SK01-KA226-SCH-094401)** 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 **(2020-1-SK01-KA226-SCH-094401)** 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 **(2020-1-SK01-KA226-SCH-094401)** 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 **(2020-1-SK01-KA226-SCH-094401)** concluded between SAAIC - Slovak Academic Association for International Cooperation and the Coordinator;
- 4.2. to comply with all the provisions of Agreement number **(2020-1-SK01-KA226-SCH-094401)** 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**

- 5.1. The maximum grant of the Co-beneficiary for the period covered by this contract is estimated at **38.980 EUR (including all taxes and duties)**. The Co-beneficiary's detailed budget is described in the annexes to this contract (**Annex I**).
- 5.2. Figures are subject to change pending Covid-19 circumstances.

#### **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 of **20 %** of the grant within 30 days of receiving the duly signed contract between the coordinator and the co-beneficiary.



**2nd payment:**

A second advance of **20%** of the grant upon receipt of claim forms with supporting documentation covering the previous justification period and of the agreed deliverables in the work programme of the co-beneficiary.

**3rd payment:**

A third advance payment of **20%** of the grant upon receipt of claim forms with supporting documentation covering the previous period and of the agreed deliverables in the work programme of the co-beneficiary. The Coordinator reserves the right to withhold this advance if the Co-beneficiary's report to Coordinator is submitted after the deadline mentioned in article 8, paragraph 1 of this contract.

**4<sup>th</sup> payment:**

A third advance payment of **20%** of the grant upon receipt of claim forms with supporting documentation covering the previous period and of the agreed deliverables in the work programme of the beneficiary.

**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.
- 6.3. For the purposes of financial monitoring the Partner will claim the costs in the format requested by the Coordinator, claims submitted in an incorrect format will be returned to the Partner for reformatting and resubmission.
- 6.4. Costs which could be considered as eligible according to the criteria become ineligible if they are not supported by adequate supporting accounting documents.
- 6.5. Any revenue shall be declared and communicated to the Coordinator in order for the Coordinator to be able to fill out the Final and/or Interim Reports.
- 6.6. Payments made are subject to monitoring, evaluation and audit by The EC or its representatives, which may be carried out at any time during the project implementation period and up to five years after the final Commission contribution is paid. This may result in recovery orders being issued by the EC, where items of expenditure included in project claims are deemed ineligible. The Partner will be liable to return any duties relating to any cost items claimed by them and for which they have received a contribution from the EC that are later deemed ineligible.

## 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:

Bank of the co-beneficiary.

Organisation name	<b>Centro Superior de Formación Europa Sur, SA</b>
Name / Position of Legal Representative	<b>Manuel Martín Martín Legal representative</b>
Bank name	<b>Banco Santander</b>
Bank address	<b>Armengual de la Mota, 3, Málaga - Spain</b>
Bank postcode	<b>29007</b>
Account name	<b>Centro Superior de Formación Europa Sur, SA</b>
Account number	<b>0049 3727 8021 1478 9871</b>
IBAN 2	<b>ES75 0049 3727 8021 1478 9871</b>
Swift/BIC 1	<b>BSCHEMM</b>
Payment currency	<b>EURO</b>

## 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 **28.02.2022** 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 **28.02.2023** 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 **(2020-1-SK01-KA226-SCH-094401)** apply to the Coordinator and the Co-beneficiary.

<sup>2</sup> IBAN = International Bank Account Number / BIC = Bank Identifier Code



## **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. The Coordinator may terminate the contract if the Co-beneficiary 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. The Co-beneficiary shall immediately notify the Coordinator, 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 the *Slovak Republic* 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.