



Erasmus+



GRANT AGREEMENT No: 2018-1-SK01-KA202-046334
Under the ERASMUS+ Programme, Strategic Partnerships Action

This contract shall govern relations between:

Contractor:

INAK

ID NUMBER: 42361141

VAT NUMBER: 2024153912

PIC NUMBER: 940193259

Address: Veternická 112/9, 967 01 Kremnica, Slovak republic

called hereafter “the contractor”, represented for the purposes of signature of this agreement by **PaedDr. Adriana Kováčová, chairman,**

on the one hand

and

Partner:

SOŠ Technická

ID NUMBER: 17050332

VAT NUMBER: 2020936995

PIC NUMBER: 898558046

Address: Vranovská 4, 851 02 - Bratislava, Slovak republic

called hereafter “the partner”, represented for the purposes of signature of this agreement by **Ing. Felix Dömény, director**

on the other hand,

which have agreed as follows:

Article 1 / Subject

1. The **Contractor** and the **Partner** commit themselves to carrying out the work programme covered by this contract, carried out under the ERASMUS+ scheme.
This work programme comes under the Agreement No. **2018-1-SK01-KA202-046334**
2. concluded between **the Contractor** and the **National Agency** of the ERASMUS+ programme in the Slovak republic.
3. The maximum ERASMUS+ contribution to cover expenditure incurred by the members of the Partnership participating in the programme for the contractual period referred to the

Agreement No. **2018-1-SK01-KA202-046334**, all financing combined, is estimated at **208 290,- EUR** (including all taxes and duties).

4. The final financial contribution shall depend on the evaluation of the quality of the results of the project named: ***The support of Professional development of VET teachers and trainers in following of New trends in Automotive Industry – STEP AHEAD II - Automotive Innovation & Teacher training Academy***, pursuant to the rules laid down at Community level, 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 No. **2018-1-SK01-KA202-046334** 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 has duration of 26 months. It starts on **November 1st 2018** and ends on **December 31st 2020**.
2. This contract enters into force on the date of signature by the second of both participating parties 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** due to later involvement of the partner in the project starts on **September 1st 2019** and ends on **December 31st 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 No. **2018-1-SK01-KA202-046334** and its annexes, concluded with the National Agency;
3. to notify and provide the Partner with any amendment made to the Agreement No. **2018-1-SK01-KA202-046334** 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 No. **2018-1-SK01-KA202-046334** 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 No. **2018-1-SK01-KA202-046334** concluded between the **National Agency** and the **Contractor**;
2. to comply with all the provisions of Agreement No. **2018-1-SK01-KA202-046334** 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.

Article 5 / Financing

1. The total expenditure to be committed by the Partner for the period covered by this contract is estimated at **25 785,- EUR** (including all taxes and duties).
2. The ERASMUS+ contribution for the Partner shall be a maximum amount of **25 785,- EUR**.

Article 6 / Co-financing

The Partner's financial contribution to the project amounts to **0,- EUR**.

Article 7 / 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:

Within 30 days of the entry into force of this agreement:

1st payment: **10 314,- EUR** (calculated as aliquot part of the 60.000,- EUR of the second overall project payment),

After spending of 85% of the second payment and after second progress and financial report is submitted to the Contractor and approved by National Agency:

2nd payment: **10 314,- EUR** (calculated as aliquot part of the 60.000,- EUR of the third payment),

but maximum 80% of the total project grant.

After final report is approved by Contractor and National Agency (final activity report and final financial report including all support documents, incl. accounting documents, has to be delivered to the contractor after the final closure of project activities and final closure of accounting related to the project, latest by January 30th 2021):

3rd payment: **5 157,- EUR** - relevant part of the remaining 20% of the project grant.

The grant requested will be in total max. **25 785,- EUR**.

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. Payments periods and payments flows between the Contractor and the Partner might be changed in accordance with the payments of the National Agency to the 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**.

4. The final payment as mentioned in Article 7.1 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 8 / Bank account

The bank account number (in IBAN form) of the Partner for sending the relevant payment by Contractor, specified in Article 7:

Name of the bank: Štátna pokladnica
Address: Radlinského 32, P.O.BOX 13, 810 05 Bratislava 15
The name of the owner of the account: SOŠ technická
Address: Vranovská 4, 851 02 Bratislava
Account number: 70 00473 918
IBAN number: SK7381800000007000473918
SWIFT code: SPSRSKBA

Article 9 / Reports

1. The Partner shall provide the **Contractor** with activity reports upon request, activities corresponding financial reports and final activity and financial report and provide any information and, where appropriate, copies of all the necessary supporting documents *completed and signed by the legal representative by the dates corresponding to the payments as described in article 7/1.*
2. The Partner shall provide the **Contractor** with any information and document required for the preparation of the progress and final reports and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative.*

Article 10 / 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 before mentioned work programme is being or has been carried out.

Article 11 / 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 12 / 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.