



Erasmus+ Programme

KA220-SCH - Cooperation partnerships in school education

Agreement number: 2022-1-CZ01-KA220-SCH-000085763

**Title of the project: The Welcoming Environment for Leading
and Learning Project**

CONTRACT BETWEEN THE BENEFICIARY AND THE PARTNER

This contract shall govern relations between:

*Město Otrokovice, nám. 3. května 1340, 76502 Otrokovice, Czech Republic,
represented by Hana Večerková,*

“the Beneficiary”

on the one hand

and

*IV. osnovna skola Varaždin, A. M. Reljkovića 36 42000 Varaždin, Croatia,
represented by Jasmina Dvorski,*

“the Partner”

on the other hand,

Which have agreed as follows:

Article 1 / Subject Matter

1. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the **The Welcoming Environment for Leading and Learning Project** under the Agreement n° **2022-1-CZ01-KA220-SCH-000085763** passed between the **National Agency** and the **Beneficiary**, in accordance with, the *General Conditions*, the *Financial and Contractual Rules* and the annexes hereto that form an integral part of this agreement and that each party declares to have read and approved.
2. The total cost of the project for the contractual period referred to by the Agreement number **2022-1-CZ01-KA220-SCH-000085763**, all financing combined, is estimated at **250 000,00 EUR**.
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° **2022-1-CZ01-KA220-SCH-000085763** pursuant to the rules laid down at Community level, particularly in the Guidelines for administrative and financial management and reporting, but shall, under no circumstances, give rise to a profit.

Article 2 / Duration

1. The project referred to in Article 1 has a duration of 24 months. **It starts on 01.09.2022 and ends on 31.08.2024 at the latest.**
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 **01.09.2022** and finishes on **31.08.2024** at the latest.

Article 3 / Obligations of the Beneficiary

The Beneficiary 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 **Beneficiary**;
2. to send to the Partner a copy of the Agreement n° **2022-1-CZ01-KA220-SCH-000085763** and its annexes, concluded with the National Agency, of the Guidelines for administrative and financial management and reporting, 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° **2022-1-CZ01-KA220-SCH-000085763** 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° **2022-1-CZ01-KA220-SCH-000085763** binding the **Beneficiary** 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° **2022-1-CZ01-KA220-SCH-000085763** concluded between the **National Agency** and the **Beneficiary**;
2. to comply with all the provisions of Agreement n° **2022-1-CZ01-KA220-SCH-000085763** binding the **Beneficiary** to the **National Agency**;
3. to implement effective procedures and mechanisms that ensure the safety and security of participants in this project;
4. to ensure that participants involved in project activities are provided with insurance coverage;
5. to communicate to the Beneficiary any information or document required by the latter that is necessary for the management of the project;
6. to accept responsibility for all information communicated to the Beneficiary, including details of costs claimed and, where appropriate, ineligible expenses;
7. to define in conjunction with the Beneficiary 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 **53 736,00 EUR** (including all taxes and duties). The partner's detailed budget is described in the annexes to the contract (**Annex I**).

Article 6 / Payments

1. The Beneficiary 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 payment:

An initial advance **21 494,40 EUR** i.e. 40 % of the Erasmus+ contribution within 30 days of receiving the initial payment from the National Agency.

2nd payment:

A second advance **10 747,20 EUR** i.e 20 % of the Erasmus+ contribution within 30 days after the delivery of the **Monitoring report 2** (deadline: 07/04/2023) with the condition that all the financial and working documents attached with the report are approved by the Beneficiary and all the tasks scheduled to be delivered /achieved by that time are accomplished and evidenced.

3rd payment:

A third advance **10 747,20 EUR** i.e 20 % of the Erasmus+ contribution within 30 days after the delivery of the **Monitoring report 4** (deadline: 07/09/2023), with the condition, that all the financial and working documents attached with the report are approved by the Beneficiary and all the tasks scheduled to be delivered /achieved by that time are accomplished and evidenced.

Article 7 / Final Report and Final Payment

1. Within the **Monitoring report 8** submitted by **07/09/2024**, partners must show that 100% of the project budget has been used, all the tasks scheduled for the project have been accomplished.
2. The balance of **20%** will be paid on approval of the Final report submitted to the National Agency by **30/10/2024** and the remaining balance is paid to **the Beneficiary** by the National Agency. The final payment will be based on the costs reported by the partner in the final report.
3. With the exception of the first payment, no payment will be made to partners that have not submitted qualitative and financial reports supported with working documents according to the stipulations of article 6.
4. All payments shall be regarded as advances pending explicit approval by the National Agency 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.
5. Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the financial contribution of the Erasmus+ programme to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the Beneficiary.
6. The final payment as mentioned in Article 7.2 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 / Reports

1. The Partner shall provide the Beneficiary with any information and document required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents by **07/09/2023** at the latest.

2. The Partner shall provide the Beneficiary with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents by **07/09/2024** at the latest.

Article 9 / Monitoring and supervision

1. The Partner shall provide without delay the Beneficiary 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 Beneficiary 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 National Agency, the Beneficiary** and their personnel are released from any action against them 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 and intentional negligence of the **National Agency, the Beneficiary** or their personnel.

Article 11 / Termination of the contract

1. The Beneficiary 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 Beneficiary, 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 **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

Annex I Detailed budget relating to the activities of the Partner

Annex II Financial and Contractual Rules

Done at Otrokovice, in two copies.

For the **Beneficiary**,

Hana Večerková

[signature]

[date]

For the **Partner**,

Jasmina Dvorski

[signature]

[date]

ANNEX I – Detailed budget relating to the activities of the Partner

Budget category	Allocated amount (EUR)
Project management	8,416.00
Learning activities in partner countries	32,000.00
Methodology of Effective Leadership	13,320.00
Total	53,736.00

ANNEX II – Financial and Contractual Rules

FINANCIAL and CONTRACTUAL RULES For multi-beneficiary grant agreements of KA2 - KA220 Cooperation partnerships

I. RULES APPLICABLE TO BUDGET BASED ON LUMP SUMS

I.1 Conditions for eligibility of lump sum contributions

Lump sum contributions are eligible ('eligible contributions'), if:

- (a) they are set out in Annex II and
- (b) the work packages/activities are completed and the work is properly implemented by the beneficiaries and/or the results are achieved, in accordance with Annex II and during in the period set out in Article I.2 (with the exception of work/results relating to the submission of the final periodic report, which may be achieved afterwards).

The lump sum contributions cover all costs directly related to the implementation of the project activities.

I.2 Supporting documents for lump sum contributions

The supporting documentation required at final report stage is listed in section V. a) of this Annex. Documentary proof of incurred expenses (e.g. invoices) is not required at final report stage. However, in accordance with section V of this Annex and Article II.27 of the General Conditions, upon request by the National Agency, by the Commission or an audit body, beneficiaries must be able to provide evidence that the activities for which the grant was requested have actually been carried out.

II. CONDITIONS OF ELIGIBILITY OF PROJECT ACTIVITIES

- a) The beneficiaries must ensure that the activities of the project for which grant support was awarded are eligible in accordance with the rules set out in the Erasmus+ Programme Guide.
- b) Activities undertaken that are not compliant with the rules set out in the Erasmus+ Programme Guide as complemented by the rules set out in this Annex must be declared ineligible by the NA.

Work package that are not compliant with the rules set out in the Erasmus+ Programme Guide as complemented by the rules set out in this Annex must be declared ineligible by the NA and the grant amounts corresponding to the work packages concerned must be reimbursed in full.

III. AMENDMENT

In case that, during the implementation of the Project, a beneficiary needs to modify the budget allocated to a work package/activity, this can be done only by requesting an amendment. Budget transfers between work packages are acceptable only if work packages are not already completed (and declared as such in a financial statement) and are justified by the technical implementation of the action. In this sense, the granting authority will assess any such request for amendment on a case-by-case basis.

IV. FINAL REPORT

The final report will be evaluated on the basis of quality criteria and scored on a total of maximum 100 points. If the final report scores below 70 points in total, the NA may reduce the final grant amount on the basis of poor, partial or late implementation of the Project even if all activities reported were eligible and actually took place. The final report and project results will be assessed by the NA, using a common set of quality criteria focusing on:

- The extent to which the project was implemented in line with the approved grant application
- The quality of activities undertaken and their consistency with the project objectives
- The quality of the products and results produced
- The learning outcomes and impact on participants
- The extent to which the project proved to be innovative/complementary to other initiatives
- The extent to which the project proved to add value at EU level
- The extent to which the project implemented effective quality measures as well as measures for evaluating the project's outcomes
- The impact on the participating organisations

In case of learning, teaching and training activities: the quality of the practical arrangements provided in support of the mobility, in terms of preparation, monitoring and support to participants during their mobility activity, the quality arrangements for the recognition/validation of the learning outcomes of participants.

- The quality and scope of the dissemination activities undertaken
- The potential wider impact of the project on individuals and organisations beyond the beneficiaries

V. GRANT REDUCTION FOR POOR, PARTIAL OR LATE IMPLEMENTATION

Poor, partial or late implementation of the Project may be established by the NA on the basis of the final report submitted by the coordinator (including reports from individual participants taking part in the mobility activities) and on the basis of the project results. In addition, the NA may also consider information received from any other relevant source, proving that the Project is not implemented in accordance with the contractual provisions. Other sources of information may include monitoring visits, interim reports, desk checks or on the spot checks undertaken by the NA.

If the final report scores below 70 points in total, the NA may reduce the final grant amount on the basis of poor, partial or late implementation of the action even if all activities reported were eligible and actually took place. In that case, a grant reduction may correspond to:

- 10% if the final report scores between 69 and 55 points;
- 40% if the final report scores between 54 and 40 points;
- 70% if the final report scores between 39 and 0 points;

If the overall project scores above 70 points, but the score of one or more work packages is lower than 70, a grant reduction shall be applied only to those work packages, based on the same scale as above.

In case a planned work package is not carried out and it is not replaced in due time by another equivalent work package in terms of budget and activities, the NA shall reduce the grant by the amount allocated to that work package.

VI. CHECKS OF GRANT BENEFICIARIES AND PROVISION OF SUPPORTING DOCUMENTS

In accordance with Article II.27 of Annex I of the Agreement, the beneficiaries may be subject to checks and audits in relation to the Agreement. Checks and audits aim at verifying whether the beneficiaries managed the grant in respect of the rules set out in the Agreement, in order to establish the final grant amount to which the beneficiaries are entitled.

A final report check must be performed for all projects. In addition, the project may be subject to a further desk check or on-the-spot check if the project Agreement is included in the NA sample required by the European Commission or if the NA selected the Agreement for a targeted check based on its risk assessment.

For final report check and desk check, the coordinator must supply to the NA copies of the relevant supporting documents (including supporting documents from the other beneficiaries) proving that the activities foreseen in the project effectively took place (e.g minutes of meeting, courses material, project deliverables, etc.), unless the NA makes a request for originals to be delivered. The NA must return original supporting documents to the beneficiary upon its analysis thereof. If the beneficiary is legally not authorised to send original documents for final report or desk checks, a physical or electronic copy of the supporting documents may be sent instead.

For any type of check the beneficiaries may be requested by the NA to provide additional supporting documents or evidence that are typically required for another type of check, as specified in article II.27 of the General Conditions. The different checks must include the following:

a) Final report check

The final report check is undertaken at final report stage at the NA premises in order to establish the final grant amount to which the beneficiaries are entitled. The beneficiary's final report must include the following information:

- Detailed description of each activity carried out.
- Quantitative and qualitative information showing the level of achievement of the project objectives stated in the application
- Project results, by uploading them in the Erasmus+ Project Results Platform.
- Self-assessment, indicating as a percentage the level of achievement of the project objectives.
- Relevant supporting documents.

b) Desk check

The desk check is an in-depth check of supporting documents as well as evidence of the underlying reality of the project implementation, carried out at the NA premises that may be conducted at or after the final report stage.

Upon request, the coordinator must submit to the National Agency the relevant supporting documents and evidence supporting the quality of the deliverables.

c) On-the-spot checks

On-the-spot checks are performed by the NA at the premises of the beneficiaries or at any other premise relevant for the execution of the Project. During on-the-spot checks, the beneficiaries must make original supporting documentation available for review by the National Agency and must enable the National Agency access to the recording of project expenses in the beneficiary's accounts.

On-the-spot checks can take the following forms:

- On-the-spot check during project implementation: this check is undertaken during the implementation of the Project in order for the National Agency to directly verify the quality, reality and eligibility of all project activities and participants;
- On-the-spot check after completion of the project: this check is undertaken after the end of the Project and usually after the final report check.

