



Co-funded by the
Erasmus+ Programme
of the European Union

PARTNERSHIP AGREEMENT
Under the Erasmus+ Programme
KA226 - Partnerships for Digital Education Readiness (School education)
No. 2020-1-SK01-KA226-SCH-094410

CONTRACT BETWEEN THE PROJECT COORDINATOR AND THE PARTNER

This contract, drawn up under the Erasmus+ Programme Key Action 2, shall govern relations between:

University of Ss. Cyril and Methodius in Trnava,
Street J. Herdu 2, 917 01 Trnava, Slovak Republic,
represented by prof. Ing. Roman Boča, DrSc.,
(hereafter named "the Coordinator"),
on the one part,

and

Gymnázium Jána Hollého
Na hlinách 7279/30, 91701 Trnava, Slovak Republic
VAT Nr. 2021147359 (DIČ), Registration nr: 00160466 (IČO)
represented by Ing. Marianna Katreniaková
(hereafter named "the Partner"),
on the other part,

which have agreed as follows:

Article 1. Subject

1. The Coordinator and the Partner commit themselves to carrying out the work programme covered by this contract. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project with Agreement number **2020-1-SK01-KA226-SCH-094410**, signed between the National Agency and the Coordinator.
2. The total cost of the project for the contractual period referred to by the Agreement number **2020-1-SK01-KA226-SCH-094410**, all financing combined, is estimated at **204 636** EUR.
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project with Agreement number **2020-1-SK01-KA226-SCH-094410** 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 duration of **24 months**. It starts on **1st March 2021** and ends on **28th February 2023**.

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 6.
3. The period of eligibility of the costs starts on **01. 03. 2021** and ends on **28. 02. 2023**.

Article 3. Obligations of the Coordinator

The Coordinator shall undertake:

1. To take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract, in accordance with the objectives of the project as set out in the Agreement concluded between the National Agency and the Coordinator;
2. To send to the Partner a copy of 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 number **2020-1-SK01-KA226-SCH-094410** 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. **2020-1-SK01-KA226-SCH-094410** binding the Coordinator to the National Agency.

Article 4. Obligations of the Beneficiary

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. **2020-1-SK01-KA226-SCH-094410** concluded between the National Agency and the Coordinator;
2. To comply with all the provisions of Agreement No. **2020-1-SK01-KA226-SCH-094410** binding the Coordinator to the National Agency, in particular enter the project identification number/code, on all administrative and accounting documents.
3. To communicate to the Coordinator 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 Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
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;
6. To authorize the Coordinator to keep a refund of expenses for the surety policy in proportion to the assigned budget;
7. The Project Agreement, signed with the National Agency, prevails all other agreements, Proposal of the project and partners' tasks constitutes an integral part of the Project Agreement and in Annex B is an indicative list of tasks of project partners.

Article 5. Financing

1. The total Erasmus+ contribution for the Partner shall be a maximum amount of **16 128,00 EUR**.

Article 6. Payments

1. The Coordinator 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 pre-financing payment: 40 % of total costs of the partner (until 30 days after the National Agency releases the first pre-financing payment to Coordinator)

2nd pre-financing payment: 40 % of total costs of the partner (after the until 30 days after the National Agency releases the second pre-financing payment to Coordinator)

Final payment: 20 % of the remaining subsidy — the balance based on approved costs will be paid once the partner's contractual duties have been fully met and all the necessary supporting documentation has been received, and after the National Agency approves the final report and releases the balance payment to the Coordinator.

2. All payments shall be regarded as advances pending explicit approval by the National Agency of the reports, the corresponding cost statement and the quality of the results of the project.

Article 7. Bank account

Name of Account Holder (the Partner): Gymnázium Jána Hollého

Address: Na hlinách 7279/30, 917 01 Trnava, Slovensko

Name of bank: Štátna pokladnica

Address of branch: Radlinského 6929/32, 811 07 Bratislava

Full account number (including bank codes)/ IBAN: SK 93 8180 0000 0070 0049 5391

SWIFT: SPSRSKBXXX

Article 8. Reports

1. The Partner shall provide the Coordinator with any information and documents required for the preparation of interim reports and, where appropriate, with certified copies of all the necessary supporting documents completed and signed by the legal representative by the deadlines and for the periods specified below:
 - by 31. 03. 2022 - for the activities during the period of 01. 03. 2021 – 28. 02. 2022 (Progress Report)
 - by 31. 04. 2023 - for the activities during the period of 01. 03. 2021 – 28. 03. 2023 (Final Report)
2. The Partner undertakes to submit the reports to Coordinator in German language.
3. The Partner shall provide the Coordinator with any information and documents as setup in the internal document named "Financial Management", required for the preparation of the Progress Report and of the Final Report and, where appropriate, with certified copies of all the necessary supporting documents covering the whole duration of the project completed and signed by the legal representative.

Article 9. Monitoring and supervision

1. The Partner shall provide without delay the Coordinator with any information that the latter may request from the Partner concerning the carrying out of the work programme covered by this contract.
2. The Partner shall make available to the Coordinator any document necessary making it possible to check that the aforementioned work programme is being or has been carried out.
3. The obligations of the agreement No. **2020-1-SK01-KA226-SCH-094410** and its annexes apply mutatis mutandis to the contractor and beneficiary.

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 Partner shall protect the Coordinator and its 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 Coordinator or its personnel.

Article 11. Termination of the contract

1. The Coordinator 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 Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 12. Jurisdiction clause

1. Failing amicable settlement, the Court of the Slovak 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 the Slovak Republic

Article 13. Usage of the Results of the Project

1. The Partner undertakes to disseminate freely accessible information on the Project implementation activities at national level.
2. The Partner and Coordinator undertake to provide free access in the Internet to the training tool developed within the Project.

Article 14. 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

1) Detailed budget relating to the activities of the Partner (costs associated with the activities and sources of financing).

2) Mandate form.

11. 05. 2021

[Redacted] and DATES

Prof. Ing. Roman Boca, DrSc.



18. 05. 2021

[Redacted]

For the Partner
Ing. Marianna Katreniaková

Gymnázium Jána Hollého
Na hlinách 7279/30
917 01 Trnava
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