

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



Erasmus+ Programme
2014-2020
Key Action 2: Strategic Partnership Projects

AGREEMENT n° 2017-KA201-01

Transition from school into the after-school life through methods of person-centred-planning

CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER ORGANISATION

This contract, drawn up under the Erasmus+ Programme (REGULATION (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing Erasmus+), shall govern relations between:

Ahtme Kool, hereafter named "the Coordinator", represented by the Principal Jelena Ditjatkina,

on the one hand

and

Domov socialnych sluzieb pre deti a dospelych Sibirka, hereafter named "the Partner Organisation", represented by the Mgr.Martina Betinová

on the other hand,

Which have agreed as follows:

Article 1/Subject

1. Having regard to the provisions of REGULATION (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing Erasmus+: the Union programme for education, training, youth and sport, the **Coordinator** and the **Partner Organisation** commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the **Agreement n° 2017-KA201-01** concluded between the **Coordinator** and the **National Agency**.

2. The maximum Community grant towards expenditure incurred by the members of the Partnership participating in the programme shall be **70 170,00 EUR**.

The final financial contribution shall depend on the evaluation of the quality of the results of the project n° **2017-1-EE01-KA201-034893** pursuant to the rules laid down at Community level, particularly in Annex III – Financial and Contractual Rules, but shall, under no circumstances, give rise to a profit.

3. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project n° 2017-1-EE01-KA201-034893 under the Agreement n° **2017-KA201-01** passed between the **National Agency** and the **Coordinator**.
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

1. The project referred to in Article 1 has a duration of **24 months**. It starts on **04/09/2017** and ends on **03/09/2019** both included.
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 **04/09/2017** and finishes on **03/09/2019**.

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 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 **Coordinator**;
2. to send to the **Partner Organisation** a copy of the Agreement n° **2017-KA201-01** and its annexes, concluded with the **National Agency**, of the Financial and

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Contractual Rules, 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° **2017-KA201-01** 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° **2017-KA201-01** binding the **Coordinator and Beneficiaries** to the **National Agency**.

Article 4/Obligations of the Partner Organisation

The Partner Organisation 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° **2017-KA201-01** concluded between the **National Agency** and the **Coordinator**;
2. to comply with all the provisions of Agreement n° **2017-KA201-01** binding the **Coordinator** to the **National Agency**;
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.

Article 5/Financing

1. The Community grant contribution for the Partner shall be a maximum amount of **12 665,00 EUR**. The grant for Project Management and Implementation will be transferred to the Partner organization in full. The grant for Transnational Project Meetings, Learning/Teaching/Training activities will be transferred in accordance with the costs actually incurred on the basis of the travel documents (tickets, payment receipts, boarding passes) and supporting documents specified in Article 1.3 (II.16.2) of the Agreement n° **2017-KA201-01**.
2. The grant will be payed in lump sums according to the amounts stated in the Agreement n° 2017-KA201-01.

Article 6/Payments

1. The **Coordinator** commits themselves to carrying out payments relating to the subject matter of this contract to the **Partner Organisation** according to the achievement of the tasks and according to the following schedule:

1st payment by 15.10.2017: **2400 EUR** corresponding to 40% of the grant for Project Management and Implementation (when transferred from the NA to the coordinator Bank account).

2nd payment by 30.06.2018: **2400 EUR** corresponding to 40% of the grant for Project Management and Implementation.

final payment after the approval of the final report by the NA of Estonia: **1200 EUR** corresponding to 20% of the grant for Project Management and Implementation

The payments for Transnational Project Meetings, Teaching/Training will be carried out by the **Coordinator** periodically, within 21 days, after receiving from the **Partner Organisation** the activity report with travel documents (tickets, payment receipts, boarding passes) and supporting documents specified in Article II.16.2 of the Agreement n° **2017-KA201-01**.

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.

Article 7/Bank account

[(references of the bank account opened in the name of the Partner into which the funds allocated to the Partner will be paid)]

Bank Name: **Štátna pokladnica**

Bank Address: **Radlinského 32, 810 05 Bratislava, Slovakia**

Account Name: **Domov sociálnych služieb pre deti a dospelých Sibírka**

Account Number:

IBAN: **SK68 8180 0000 0070 0047 2755**

SWIFT/BIC: **SPSRKBA**

Article 8/Report

1. 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 **03.09.2019** at the latest.

Article 9/ Monitoring and supervision

1. The Partner 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.

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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 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 Organisation** shall protect the **National Agency**, 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 the **National Agency**, the **Coordinator** or their personnel.

Article 11/Termination of the contract

1. The **Coordinator** may terminate the contract if the **Partner Organisation** 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 Estonia 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 Estonia.

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

- a) budget relating to the activities of the **Partner Organisation and ANNEX I — GENERAL CONDITIONS of the Agreement**
- b) description of the **Partner Organisation's** tasks from the project application

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12.09.2017

Done in two copies.

For the **Coordinator**,
Ahtme Kool
Principal
Jelena Ditjatkina

For the **Partner**,
Domov sociálnych služieb pre deti a dospelých Sibírka
Director
Mgr.Martina Betinová