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Strategic Partnerships
Key Action 2
Sector: Vocational education and training
PROJECT: "Network of ICT Robo Clubs", № 2020-1-BG01-KA202-079200

CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER

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

Institute of Information and Communication Technologies at Bulgarian Academy of Sciences hereinafter referred to as "the Coordinator" of the afore-mentioned project, represented for the purposes of signature of this Agreement by Director Prof. DSc Galia Angelova,

on the one hand and

Stredná priemyselná škola elektrotechnická, Komenského 44, 040 01 Košice, Slovak Republic, hereafter named "the Partner", represented by Ing. Štefan Krištín, headmaster,

on the other hand.

Which have agreed as follows:



Article 1/Subject

1. Having regard to the provisions of the decision 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 and repealing Decisions No 1719/2006/EC, No 1720/2006/EC and No 1298/2008/EC Text with EEA relevance, the **Coordinator** and the Partner commit themselves to carrying out the work programme covered by this contract. This work programme comes under the Agreement № 2020-1-BG01-KA202-079200 concluded between the **Coordinator** and the **National Agency**.
2. The total cost of the project for the contractual period referred to by the Agreement № 2020-1-BG01-KA202-079200, all financing combined, is estimated at **415 912 EUR** (including all taxes and duties).
3. The maximum Erasmus+ contribution to cover expenditure incurred by the members of the Partnership participating in the programme shall be **415 912 EUR**.
4. The final financial contribution shall depend on the evaluation of the quality of the results of the project № 2020-1-BG01-KA202-079200 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.
5. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project "Network of IoT Robo Clubs" under the Agreement № 2020-1-BG01-KA202-079200 passed between the **National Agency** and the **Coordinator**.
6. The subject matter of this contract and the related work programme are detailed in the annexes A and B and the Agreement № 2020-1-BG01-KA202-079200, and its 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 **34 months**. It starts *on 15.10.2020* and ends *14.08.2023*.
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 7.1.
3. The period of eligibility of the costs starts on **15.10.2020** and finishes *on 14.08.2023*.

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 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 a copy of the Agreement № 2020-1-BG01-KA202-079200 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 № 2020-1-BG01-KA202-079200 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 № 2020-1-BG01-KA202-079200 binding the **Coordinator** 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 № 2020-1-BG01-KA202-079200 concluded between the **National Agency** and the **Coordinator**;
2. To comply with all the provisions of Agreement № 2020-1-BG01-KA202-079200 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

The total Erasmus+ contribution for the Partner shall be a maximum amount of **28 212 EUR**.

Article 6/Co-financing (if applicable)

The Partner's financial contribution to the project amounts to **0.00 EUR**.

Article 7/Payments

1. The Coordinator commits himself to carrying out payments, less any expenditure incurred on behalf of the Partner, relating to the subject matter of this contract to the Partner according to the achievement of the tasks and according to the following schedule:



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1st payment: **40% upon signing of the internal contract** and after the **National Agency** releases the first pre-financing payment to the **Coordinator**;

2nd payment: **40% upon receipt of claim forms with supporting documentation and agreed outcomes in the work programme completed** and after the **National Agency** releases the second pre-financing payment to the **Coordinator**;

Final payment: **up to 20% the balance will be paid once the partner's contractual agreements 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 final report, the corresponding cost statement and the quality of the results of the project.
3. Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the "Strategic partnerships in the field of education, training and youth" financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the **Coordinator** in order for the **Coordinator** to be able to fill out the Interim and Final Reports for the Agreement *Nº 2020-I-BG01-KA202-079200*, concluded with the **National Agency**.
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

Bank account

Name of bank: **Štátna pokladnica**

Address of branch: **Radlinského 32, 810 05 Bratislava 15**

Precise denomination of account holder: **Stredná priemyselná škola elektrotechnická**

Full account number (including bank codes): **IBAN: SK24 8180 0000 0070 0033 4061**

SWIFT and/or BIC: **SPSRSKBA**

Article 9/Reports

1. The Partner shall provide the **Coordinator** with any information and document 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 the deadlines and for the periods specified below:
 - By 05.07.2021 – for the activities during the period of 15/10/2020 – 30/06/2021;
 - By 18/10/2021 (First Interim Report)– for the activities during the period of 15/10/2020 – 14/10/2021;



- By 05.07.2022 for the activities during the period of 15/10/2021 – 30/06/2022;
 - By 18/10/2022 (Second Interim Report) – for the activities during the period of 15/10/2021- 14/10/2022;
 - By 05.05.2023 for the activities during the period of 15/10/2022 – 01/05/2023;
 - By 14/08/2023 (Final Report) – for the activities during the period of 15/10/2020 - 14/08/2023.
2. 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 the **14/08/2023** at the latest.

Article 10/ 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.
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.
3. The obligations described in Article IX of the agreement № 2020-1-BG01-KA202-079200 apply *mutatis mutandis* to the contractor and partner.

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 **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 12/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.



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Article 13/ Jurisdiction clause

1. Failing amicable settlement, the Courts of *Sofia* 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 *Republic of Bulgaria*.

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

- A) Detailed budget relating to the activities of the Partner (costs associated with the activities and sources of financing).
- B) Approved Project

SIGNATURES:

For the **Coordinator:**



Prof. Dsc. Galia Angelova-
Director of IICT-BAS

Done at Sofia, 19.11.2020

For the **Partner:**

SPS elektrotechnická
Komenského 44
040 01 Košice
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Ing. Štefan Krištín
headmaster

Done at Kosice, 9.11.2020

Done in three copies in English.



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



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ANNEX B Approved Project