



Erasmus+



ERASMUS+ PROGRAMME

STRATEGIC PARTNERSHIPS (KEY ACTION 2)

AGREEMENT NUMBER 2020-1-SK01-KA227-SCH-094296

CONTRACT BETWEEN THE COORDINATOR AND THE CO-BENEFICIARY ¹

This contract shall govern relations between:

The Coordinator:

Name	Spojená škola internátna
Law form	rozpočtová organizácia
Address	M. R. Štefánika 140, 093 41 Vranov nad Topľou
E-mail	riaditelka@ssivt.sk ; pam.projekty@ssivt.sk
IČO	42089808
DIČ	2022938456
OID number	E10177835

hereafter referred to as "the Coordinator",

on the one hand

and

The Co – Beneficiary:

Name	Bábkové divadlo v Košiciach
Law form	Public Provider of service
Address	Tajovského 4, 040 11 Košice
E-mail	hrehorcak@bdke.sk
IČO	31297811
DIČ	2021454776
OID number	E10261321

hereafter referred to as "the Co-beneficiary",

on the other hand,

Which have agreed as follows:

¹ The **Coordinator** shall be entitled to add other clauses to those indicated here

Article 1/Subject

- 1.1. The Coordinator and the Co-beneficiary commit themselves to carrying out the work programme covered by this contract, for the project entitled **“Otherness in the media spotlight”**, under the ERASMUS+ Programme, Key Action 2 - Strategic Partnerships. This work programme comes under the Agreement number 2020-1-SK01-KA227-SCH-094296 concluded between the Coordinator and SAAIC - Slovak Academic Association for International Cooperation.
- 1.2. The maximum grant of the project for the contractual period referred to by the Agreement number 2020-1-SK01-KA227-SCH-094296 is estimated at **246 952 EUR**.
- 1.3. 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 number 2020-1-SK01-KA227-SCH-094296 signed between the Coordinator and SAAIC - Slovak Academic Association for International Cooperation.
- 1.4. 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

- 2.1. The project referred to in Article 1 has duration of **24 months**. It starts **01.05.2021** and ends on **30.04.2023**.
- 2.2. This contract enters into force on the date of signature by the last of participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in the article 6, paragraph 1.
- 2.3. The period of eligibility of the costs starts on **01.05.2021** and finishes on **30.04.2023**.

Article 3/Obligations of the Coordinator

The Coordinator is obliged:

- 3.1. 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 SAAIC - Slovak Academic Association for International Cooperation and the Coordinator;
- 3.2. to send to the Co-beneficiary a copy of the Agreement number 2020-1-SK01-KA227-SCH-094296 and its annexes concluded with SAAIC - Slovak Academic Association for International Cooperation, of the Financial and Contractual Rules, of the various reports and of any other official documents concerning the project;
- 3.3. to notify and provide the Co-beneficiary with any amendment made to the Agreement number 2020-1-SK01-KA227-SCH-094296 concluded with the SAAIC - Slovak Academic Association for International Cooperation;
- 3.4. to define in conjunction with the Co-beneficiary the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights;

- 3.5. to comply with all the provisions of Agreement number 2020-1-SK01-KA227-SCH-094296 binding the Coordinator to SAAIC - Slovak Academic Association for International Cooperation.

Article 4/Obligations of the Co-beneficiary

The Co-beneficiary is obliged:

- 4.1. 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 number 2020-1-SK01-KA227-SCH-094296 concluded between SAAIC - Slovak Academic Association for International Cooperation and the Coordinator;
- 4.2. to comply with all the provisions of Agreement number 2020-1-SK01-KA227-SCH-094296 binding the Coordinator to SAAIC - Slovak Academic Association for International Cooperation;
- 4.3. to communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project;
- 4.4. to accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.5. 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 maximum grant of the Co-beneficiary for the period covered by this contract is estimated at **56 100 EUR**. The Co-beneficiary's detailed budget is described in the annexes to this contract (**Annex 1**).

Article 6/Payment Arrangements

- 6.1. The Coordinator commits himself to carrying out payments relating to the subject matter of this contract to the Co-beneficiary according to the achievement of the tasks and according to the following schedule:

1st payment:

An initial advance **22 440 EUR, it is 40%** of your grant within 30 days of receiving the initial payment from SAAIC - Slovak Academic Association for International Cooperation.

2nd payment:

A second advance **22 440 EUR, it is 40%** of your grant upon receipt of claim forms with supporting documentation and agreed outcomes in the work programme. The Coordinator reserves the right to withhold this second advance if the Co-beneficiary's report to Coordinator is submitted after the deadline mentioned in article 8, paragraph 1 of this contract.

3rd and final payment

The balance up to **20 %** will be paid once the Co-beneficiary's contractual agreements have been fully met, all the necessary supporting documentation has been submitted to the Coordinator and SAAIC - Slovak Academic Association for International Cooperation has approved the final report. The Coordinator reserves the right to withhold the balance and demand a refund of the amounts already paid if the report is presented after the deadline mentioned in article 8, paragraph 2 of this contract.

- 6.2. All payments shall be regarded as advances pending explicit approval by SAAIC - Slovak Academic Association for International Cooperation 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.

Article 7/Bank account

Funds allocated to the Co-beneficiary will be paid to the following bank account opened in the name of the Co-beneficiary:

Name of bank: Štátna pokladnica
Address: Radlinského 32, 810 05 Bratislava 15
Account holder: Bábkové divadlo v Košiciach
Full account number (including bank codes): 7000185422/8180
IBAN/BIC code: SK96 8180 0000 0070 0018 5422

Article 8/Reporting

- 8.1. The Co-beneficiary shall provide the Coordinator with any information and documents 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 **06.05.2022** at the latest.
- 8.2. The Co-beneficiary shall provide the Coordinator with any information and documents 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 **30.04.2023** at the latest.

Article 9/ Monitoring and supervision

- 9.1. The Co-beneficiary 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.
- 9.2. The Co-beneficiary 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.
- 9.3. The obligations described in Article II.27 of the Agreement number 2020-1-SK01-KA227-SCH-094296 apply to the Coordinator and the Co-beneficiary.

Article 10/ Liability

- 10.1. 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.

- 10.2. The Co-beneficiary shall protect SAAIC - Slovak Academic Association for International Cooperation, 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 SAAIC - Slovak Academic Association for International Cooperation, the Coordinator or their personnel.

Article 11/Termination of the contract

- 11.1. The Coordinator may terminate the contract if the Co-beneficiary 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 Co-beneficiary by registered letter has remained without effect for one month.
- 11.2. The Co-beneficiary shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 12/ Jurisdiction clause

- 12.1. Failing amicable settlement, the Courts of the Slovak Republic shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
- 12.2. The law applicable to this contract shall be the law of the Slovak 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.

Done in Košice, on the 24th of May 2021 in two originals in English.

For the **Coordinator**,

For the **Co-beneficiary**,

The legal representative
Mgr. Renáta Kopčková
principal

The legal representative
Mgr. Pavol Hrehorčák
principal

.....
signature

.....
signature

date.....

date.....

Annexes

- 1) Detailed budget relating to the activities of the Co-beneficiary
- 2) Description of the Project
- 3) Copy of Agreement number 2020-1-SK01-KA227-SCH-094296 between Coordinator and SAAIC - Slovak Academic Association for International Cooperation
- 4) Annex I,II,III,IV of the Agreement number 2020-1-SK01-KA227-SCH-094296 (Description of the Project, Estimated budget of the project; List of other beneficiaries)