

SCOALA GIMNAZIALA REDIU			
Intrare	Nr.	04	
Intrare			
Zina	06	Luna	01
		Anul	2020

Project : BULL.D.O.G

Bullying, discrimination Overcome Game

Number of the contract: 613505-3

This contract is made and entered into by and between

SCOALA GIMNAZIALA REDIU

whose registered office is at
SOS. VALEA REDIULUI NR. 342,
REDIU 707405, ROMANIA

represented by its President **Pr Illie Florica -Dorina** hereafter referred to as

“Contractor”

and

Gymnázium Pavla Horova

whose registered office is at
Masarykova 1,
07101 Michalovce
Košícký kraj
SLOVAKIA

represented by **Ms Katarína Olšavová** hereinafter referred to as

“Partner”

Whereas within the framework of ERASMUS PLUS -SPORT 2019 the Contractor has concluded an agreement with the Commission of the European Communities (hereinafter referred to as Commission) for the Project called (BULLDOG- Bullying, Discrimination Overcome Game) (here is after referred to as Project). This agreement (hereinafter called CEC Contract) shall form an integral part of the present Contract.

The Contractor and the Partner shall be bound by the terms and conditions of the CEC Contract ERASMUS PLUS SPORT 2019 No **613505-EPP-1-2019-1-RO-SPO-SCP** that was signed between “SCOALA GIMNAZIALA REDIU” and the Commission on November 7, 2019.

The Contractor and the Partner shall be bound by the content of the following Annexes:

- **Annex A** of the present Contract, including the Application form submitted by SCOALA GIMNAZIALA REDIU to the Commission which describes the work plan of the Partner for BULLDOG Project (the Application),

- **Annex B** of the present Contract, including the Contract No **613505-EPP-1-2019-1-RO-SPO-SCP** signed between SCOALA GIMNAZIALA REDIU and the Commission (the CEC Contract) on November 7, 2019 together with all its Annexes I, II, III, IV, V, VI,
- **Annex C** of the present Contract, containing a sample of the Financial statement form for the Final report.
- **Annex D** containing a sample of a Timesheet template for the Final Report.

The details of the implementation of the Project are included in Annex A of the project.

The Contractor and the Partner shall be bound by the terms and conditions of any further amendments to the CEC Contract in accordance with the procedure set out in Article 13.

The Contractor and the Partner have agreed to define their rights and obligations with respect to carrying out specific tasks relating to the Project as described in Annex A of this Contract. Therefore, the following is hereby agreed between the Contractor and the Partner ;

Article 1 -The Objective of the present Contract

On the basis of the present Contract the Contractor and the Partner shall contribute to the achievement of the requirements of the CEC Contract (ANNEX B) together with the other parties (Partners and Subcontractors) performing the CEC Contract in accordance with the terms and conditions as stated in the present Contract.

Article 2 -The Project Period

The present Contract shall come into force on the day when it has been signed by both the Contractor and the Partner respectively and shall have a retroactive effect from January 1st, 2020. This Contract will cover the period up to 31 December 2021.

Article 3 -The Obligations of the Contractor and the partner

The Contractor and the Partner shall perform and complete their share of the work under the present Contract in accordance with the requirements set out in Annexes A, B, C and D of the present Contract.

The Parties to the present Contract shall carry out the work in accordance with the timetable set out in Annex A using their best endeavor to achieve the results specified therein and shall carry out all of their responsibilities under the present Contract in accordance with recognized professional standards.

The Partner shall provide the personnel, facilities, equipment and material necessary to be able to perform and complete the Partner's share of the work under this Contract. The Partner shall carry out the work in such a way that no act or mission in relation thereto shall constitute, cause, or contribute to any breach or non-compliance by the Contractor or by any Partner or any Subcontractor of any of their respective obligations under the CEC Contract. The Partner shall impose the same contractual conditions on any consultants that the Partner engages in the Project for the undertaking of the work.

Article 4 -Allocation of Funds

According to article 1.3.2 of the CEC Contract, the grant takes the form of:

(a) reimbursement of 80% of the eligible costs of the action with a maximum of EUR 50.000 ("reimbursement of eligible costs"), which are:

(i) actually incurred ("reimbursement of actual costs") for the following category of costs: • "Exceptional costs" as indicated in Annex III of the CEC Contract.

(b) A unit contribution to cover the following categories of eligible costs as indicated in Annex III of the CEC Contract:

- **Project management and implementation**
- **Transnational project meetings**
- **Intellectual outputs**
- **Multiplier sport events**

The maximum project funding grant from the Commission during the Contract period for the Partner shall be **22 605,00** euros in accordance with the financial divisions set out in Annex A. This amount includes staff costs, travel costs and management/implementation costs.

The Partner shall make an institutional contribution of 3,3% of the total exceptional costs that include the Apps development that will be subcontracted by an IT company.

Should the declared total expenditure by the Partner be lower than the maximum contribution stipulated above, the percentage funding will be applied to the Partner's real total expenditure.

The Allocation of Project funding is subject to the receipt, by the Contractor, of the respective Project funding from the Commission.

More specifically:

(i) For the part of the grant which, in accordance with Article 1.3.2(a)(i) of the CEC, takes the form of the reimbursement of actual costs, the request for payment of the balance shall be accompanied by a list of supporting documents as set out in Annex VI of the CEC and in accordance with the requirements laid down in the call for proposals/applicant's guidelines for each grant for which the total contribution in the form of reimbursement of actual costs as referred to in Article 1.3.2(a)(i) is less than or equal to EUR 60.000;

(ii) for the part of the grant which, in accordance with Article 1.3.2(b), takes the form of

a unit contribution, the request for payment of the balance shall be accompanied by a list of supporting documents as set out in Annex VI justifying the final determination of the scale of unit costs

Article 5 -Record keeping and Reporting

The Contractor and the Partner shall be bound by the obligations set and instructions given to the Declaration of Expenses in the CEC Contract (Annex B of the present Contract).

The Partner shall keep a record of any expenditure incurred under the Project and all proofs and related documents for five years after the end of the period covered by the present Contract.

All invoices to the Contractor must be dated and certified as true and exact by the Financial Officer of the Partner. The Contractor may reject any item of expenditure that cannot be justified in accordance with the rules set out in the Rules for Eligible Expenditure (Annex B of the present Contract).

The Partner is required to present to the Contractor, according to an agreed calendar of successive dates ; firstly the interim declarations of the real and total expenditures of the work undertaken during the concerned periods ; respectively separating expenditures paid out by the Partner and expenditures committed by the Partner but not paid out; and secondly, reports on the course of the development of the Project activities undertaken by the Partner.

The Partner agrees to supply to the Contractor all the information that the latter finds necessary to ask for concerning the implementation of the present Contract.

The Contractor shall provide the Partner with the appropriate forms (Annexes C and D) for the Declaration of Expenses and the respective instructions for the filling of them.

The Partner shall promptly inform the Contractor for any delay in the performance of the activities undertaken by the Partner under the present Contract.

A Final Report on the Project activities, including a final Declaration of Expenditures, must be submitted by the Partner in the Contractor no later than (10) days after the end of the period covered by the Contract.

Upon request the Partner shall make available any documentation on Project finance and activities required by the Commission.

Article 6 -Schedule of Payment

Payment to the Partner by the Contractor shall be made as follows ;

- 60% of the Commission funding as pre-financing ; within fifteen (15) days from the date the Contractor receives the respective Project funding from the Commission,
- 40% in one installment for work completed satisfactorily according to the description and schedule of this work in Annex A of the present Contract.

Payments will be made within fifteen (15) days after the reception and approval by the Contractor of each Declaration of Expenses and each periodic Activity Report by the Partner;

- The eventual balance of Commission funding due to the Partner will be paid after the reception and approval by the Contractor of the final Declaration of Expenses and Activity Report by the Partner, within twenty (20) days of the Contractor's receiving final payment from the Commission.

The cumulative total of these payments shall not exceed the total remuneration due to the Partner from Commission funding on the basis of the CEC Contract as stipulated in Article 4 above.

Article 7 -Banking Details

The remuneration to be paid to the Partner shall be paid into the Partner's institutional account in accordance with the following banking details ;

Name and address of account holder: Gymnázium Pavla Horova, Masarykova
1, 071 79 Michalovce, Slovakia

Name of the bank: Štátna pokladnica

Address of the Bank: Radlinského 32, P.O.Box 13, 810 05 Bratislava 15

Bank code: 8180

Swift code: SPSRSKBA

Account Number: SK64 8180 0000 0070 0054 1212

Name of our account is: PROJEKTY EU, GPHMI

The National VAT Number of your Institution: not applicable

Article 8 -Ownership

Subject to constraints imposed by national legislation, the deliverables of the Project, patents, copyrights and intellectual Property Rights, as well as reports and other documentation resulting from the present Contract, shall be the property of the Contractor and all the Partners of the Project, apportioned between the Contractor and each Partner pro rata to their shares of the total of all the financial institutional contributors made by the Contractor and the Partners together.

Article 9 -Termination

In the event that the Partner fails to perform any obligations under the present Contract or the CEC Contract and does not remedy such failure within 30 days after having received a notice in writing from the Contractor specifying the failure and requiring such remedy, then without prejudice to any other rights or remedies, the Contractor shall be entitled to terminate the present Contract forthwith, without the application of any juridical procedures by notice in writing to the Partner.

If the Partner of the Contractor breaches the terms of the present Contract, the other party shall have the right to terminate this Contract.

Either party to this Contract shall have the right to terminate this Contract if the other party is insolvent or enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors.

The Contractor shall have the right to terminate the present Contract if the Partner has false declarations to the Contractor on work carried out or on expenditure. If the present Contract is so terminated, the Contractor may require the Partner to reimburse all or part of the payments made under the Contract.

Article 10 -Damages for Non-performance

If the present Contract is terminated for the reason that the Partner fails to perform its obligations under the present Contract, the rights and licenses granted to the Partner pursuant to this Contract shall cease immediately and the Partner shall forfeit the right to reimbursement for obligations performed.

Furthermore, if the Contract is terminated by the Contractor due to non-performance of obligations by the Partner, the Partner shall be responsible for and pay any direct cost increase resulting from the necessity to remedy the Partners breach of responsibilities and to assign the tasks of the Partner as specified in the present Contract to one or several parties.

Article 11 -Liability

The partner shall be solely liable for any lose, destruction, damage, death or injury to the persons or properly of the Partner or of the Partners employees or of third parties resulting directly or indirectly from performance of the work under the present Contract.

The Partner shall indemnify the Contractor and any other partner against any claim made or liability incurred by the Contractor in respect of any infringement by the Partner of any copyright or other industrial property right or any statutory protection in respect of any report or other material supplied by the Partner to the Contractor pursuant to the present Contract.

The Contractor shall not be required to provide insurance cover to persons participating in activities undertaken by the Partner under the present Contract.

Article 12 -Confidentiality

The Contractor and the Partner must treat as confidential and must use all reasonable effort to ensure that they do not disclose to any person any information of technical, commercial or financial nature or otherwise relating in any manner to the execution of the Project, except in the circumstances detailed in the following paragraph below.

The above clause relating to confidentiality shall remain in force for a period of five years after the completion of work under the CEC Contract but shall not in any case be deemed to extend to any information which the receiving party can show

- Was at the time of receipt published or otherwise generally available to the public;
- Has after receipt by the receiving party been published or become generally available to the public otherwise than through any act of mission on the part of the receiving party;
- Was already in the possession of the receiving party at the time of receipt without any restrictions on disclosure;
- Was rightfully acquired from others without any undertaking of confidentiality imposed by the disclosing party;
- Was developed independently of the work under the CEC Contract by the receiving party.

The above clause relating to confidentiality shall not be deemed to extend to academic publications and public presentations provided that information beyond the general framework of the project deliverables and the characterization of simple test items is not disclosed. However, the Contractor shall be notified of any intention on the part of the Partner to produce such publications and make such presentations.

Article 13 -Modification of the Contract

Changes or amendments to the present Contract shall be approved by both parties to the Contract and become effective when signed by authorized representatives of both parties.

Article 14 Settlement of Disputes and Applicable Law

If there is a dispute or difference between the parties arising out of or in connection with the present Contract or out of activities undertaken under the present Contract, including disputes regarding quality, the parties shall first endeavour to settle it amicably.

Provided that a dispute cannot be settled amicably, the arbitration of the dispute between the Contractor and the Partner in connection with the present Contract shall be conducted through one- man arbitration in accordance with the laws of Romania. Any such arbitration shall take place in Romania.

The Contract is governed by the laws of the "SCOALA GIMNAZIALA REDIU".

Article 15 -The Annexes

- Annex A of the present Contract includes the Application form submitted by SCOALA GIMNAZIALA REDIU to the Commission which describes the work plan of the Partner for Bulldog Project (the Application),
- Annex B of the present Contract includes the Contract signed between Scoala Gimnaziala Rediu and the Commission (the CEC Contract) with all its Annexes,
- Annex C of the present Contract contains sample of the Financial statement form for the Final report.
- Annex D contains sample of a Timesheet template for the Final Report.

The Contractor

The Partner

SCOALA GIMNAZIALA REDIU

Gymnázium Pavla Horova

Signature

Signature

Place, date

Place, date MICHALOVCE, 23/12/2019

06/01/2020

In duplicate in English

G y m n á z i u m
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071 79 MICHALOVCE