



**GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE
BENEFICIARIES**

SECTOR SKILLS ALLIANCES

AGREEMENT n° 612288-EPP-1-2019-1-DE-EPPKA2-SSA

PaintingSkillsAcademy

CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER

*This contract between the Coordinator and the Partner shall be annexed to the Agreement n° 612288-EPP-1-2019-1-DE-EPPKA2-SSA between the Education, Audiovisual and Culture Executive Agency (EACEA), hereafter named the **Executive Agency**.*

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:

Sächsische Bildungsgesellschaft für Umweltschutz und Chemieberufe Dresden mbH
Gutenbergstraße 6,
01307 Dresden
Germany
PIC 948242804,

hereafter named "the Coordinator"

on the one hand

and

Štátny inštitút odborného vzdelávania
Bellova 54/A
83763 Bratislava
Slovakia
PIC 941672606,

hereafter named "the Partner"

on the other hand

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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 commit themselves to carry out the work programme covered by this contract.

This work programme comes under the **Agreement n° 612288-EPP-1-2019-1-DE-EPPKA2-SSA** concluded between the **Coordinator** and the **Executive Agency**.

2. The maximum Community grant towards expenditure incurred by the members of the Partnership participating in the programme shall be the amount mentioned in Article I.3.1 of the **Agreement n° 612288-EPP-1-2019-1-DE-EPPKA2-SSA: 978,342.00 €**.
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° **612288-EPP-1-2019-1-DE-EPPKA2-SSA 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.
4. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project n° **612288-EPP-1-2019-1-DE-EPPKA2-SSA** under the Agreement n° **612288-EPP-1-2019-1-DE-EPPKA2-SSA** passed between the **Executive Agency** and the **Coordinator**.
5. The subject matter of this contract and the related work packages 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 **36 months**. It starts on **01. December 2019** and ends on **30. November 2022**.
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 for the costs starts on **01. December 2019** and finishes on **30. November 2022**.

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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 **Executive Agency** and the **Coordinator**;
2. to send to the Partner a copy of the Agreement n° **612288-EPP-1-2019-1-DE-EPPKA2-SSA** and its annexes, concluded with the Executive Agency, of the Financial and 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° **612288-EPP-1-2019-1-DE-EPPKA2-SSA concluded** with the Executive 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° **612288-EPP-1-2019-1-DE-EPPKA2-SSA** binding the **Coordinator and Beneficiaries** to the **Executive 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 n° **612288-EPP-1-2019-1-DE-EPPKA2-SSA** between the **Executive Agency** and the **Coordinator**;
2. to comply with all the provisions of Agreement n° **612288-EPP-1-2019-1-DE-EPPKA2-SSA** binding the **Coordinator** to the **Executive 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 **11,188.00** EUR.

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Article 6/Payments

1. The **Coordinator** commits himself to carry 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:

1st payment:

40% upon signing of the partner contract.

2nd payment:

Up to 20% upon receipt of claim forms with supporting documentation and agreed results/outcomes completed, expected by 30. September 2021, depending upon the Executive Agency's acceptance of the Progress Report and payment of the corresponding funding to the Coordinator.

3rd payment:

Up to 20% upon receipt of claim forms with supporting documentation and agreed results/outcomes completed, expected by 30. June 2022.

Final payment:

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 the Executive Agency has accepted the Final Report and has paid the remaining funding to the Coordinator.

2. Executions of payments to the Partner are dependent upon the timely payments from the Executive Agency to the Coordinator.
3. All payments shall be regarded as advances pending explicit approval by the Executive Agency of the final report, the corresponding cost statement and the quality of the results of the project.
4. All amounts in the reports shall be declared in Euro. For that purpose, the beneficiary shall convert any actual cost incurred into Euro. This rate will be given by the Coordinator.

Please note that the exchange rate given by the Coordinator does not only apply to the beneficiary but must also be followed by all the partners of the consortium.

5. Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the Erasmus+ 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 n° **612288-EPP-1-2019-1-DE-EPPKA2-SSA**, concluded with the Executive Agency.
6. The final payment as mentioned in Article 6 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.

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7. Payments are based on reported real costs and activities within the period of eligibility (01. December 2019 to 30. November 2022).

Article 7/Bank account

Owner of account	Statny institute odborného vzdelvania
Name of the bank	Statna pokladnica
IBAN	SK23 8180 0000 0070 0006 4516
BIC:	SPSRSKBA

Article 8/Reports

1. The Partner shall provide the **Coordinator** with any information and document required for the preparation of the Progress Report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **31. May 2021**.
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 **30. November 2022**.

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.
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 II.2** of the agreement n° **612288-EPP-1-2019-1-DE-EPPKA2-SSA** apply *mutatis mutandis* to the Coordinator and partner.

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 **Executive 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 **Executive Agency**, the **Coordinator** or their 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 Courts of **Dresden** 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 **Germany**.

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) Detailed budget relating to the activities of the Partner (costs associated with the activities and sources of financing).
- b) Partner's copy of the Coordinator's Agreement n° **612288-EPP-1-2019-1-DE-EPPKA2-SSA** and its annexes concluded with the Executive Agency.

For the **Coordinator**

Sächsische Bildungsgesellschaft für
Umweltschutz und Chemieberufe Dresden
mbH

The legal representative

signature/stamp

For the **Partner,**

Štátny inštitút odborného vzdelávania

The legal representative

signature/stamp

René Günthel

Managing Director

Done at Dresden

Date:

Michal Nemec

Director

Done at

Date: