

14/2017



Erasmus+



ERASMUS+ PROGRAMME

STRATEGIC PARTNERSHIPS (KEY ACTION 2)

AGREEMENT NUMBER, 2016-1-SE01-KA202-022127

CONTRACT BETWEEN THE COORDINATOR AND OTHER BENEFICIARIES¹

This contract shall govern relations between:

Mikael Sörensson
Chairman and managing director, CEO
Floristernas Yrkesråd
Klågerupsvägen 398D
212 36 Malmö Sweden,

on the one hand

and

Stredna odborná škola Pruské 294, Pruské
Pruské 294
01852 Pruské
Slovakia
IČO: 00159298

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. The Coordinator and the Partner commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the Agreement No 2016-1-SE01-KA202-022127 concluded between the **Coordinator** and the **National Agency**.

2. The **maximum grant of the project** for the contractual period referred to by the Agreement number **2016-08-18**, is estimated at *[the amount mentioned in Article I.3.1 of the Agreement No: 2016-1-SE01-KA202-022127, 205 885 EUR.*
3. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project **Florist e-learn book** under the Agreement No 2016-1-SE01-KA202-022127 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 **30.12.2016** and ends on **29.12.2018** at the latest.
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 6.1.
3. The period of eligibility of the costs starts on **01.01.2017** and finishes on **29.12.2018** at the latest.

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 No 2016-1-SE01-KA202-022127 and its annexes concluded with the National Agency, of the Financial and Contractual Rules, of the various reports and of any other official document concerning the project;

Floristernas Yrkesråd Klågerupsvägen 398D, 212 36 Malmö Sweden.

www.florcet.eu, info@florcet.eu

+46708538188

3. to notify and provide the Partner with any amendment made to the Agreement No 2016-1-SE01-KA202-022127 **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 No 2016-1-SE01-KA202-022127 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 No 2016-1-SE01-KA202-022127 concluded between the **National Agency** and the **Coordinator**;
2. to comply with all the provisions of Agreement No 2016-1-SE01-KA202-022127 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 maximum grant of the Partner for the period covered by this contract is estimated at **€16,830.00 EUR**. The partner's detailed budget is described in the annexes to this contract (**Annex file in google drive in the map: Eu Commission Contract and annex**).

Article 6/Payment Arrangements

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

Payment:

Is set to 6 periods and one final payment.

2017-01-01 to 2017-04-30, 2017-05-01 to 2017-08-31, 2017-09-01 to 2017-12-31,
2018-01-01 to 2018-04-30, 2018-05-01 to 2018-08-31, 2018-09-01 to 2018-12-31 and the final payment after approved project in EU commission.

65 % of the grant upon receipt of claim forms with supporting documentation and agreed outcomes in the work programme The beneficiary reserves the right to withhold this second advance if the partner's report to coordinator is submitted after the deadline mentioned in article 8 of this contract, ie 2016-1-SE01-KA202-022127

3rd and final payment

The balance up to 35% will be paid once the partner's contractual agreements have been fully met and all the necessary supporting documentation has been received and final report approved from EU commission. The beneficiary 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 of this contract.

2. All payments shall be regarded as advances pending explicit approval by the National Agency 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

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

Name of bank: Štátna pokladnica

Address: Radlinského 32, P.O.BOX 13, 810 05 Bratislava 15

Account holder: Stredná odborná škola Pruské 294, Pruské

Full account number (including bank codes): 7000507735/8180

IBAN/BIC code: SK97 8180 0000 0070 0050 7735

Article 8/Reporting

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

Floristernas Yrkesråd Klågerupsvägen 398D, 212 36 Malmö Sweden.

www.florcet.eu, info@florcet.eu

+46708538188

supporting documents *completed and signed by the legal representative by 15.12.2018* at the latest.

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 15.12.2018* 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.
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.20 (checks and audits) of the agreement No 2016-1-SE01-KA202-022127 apply 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 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 Beneficiary 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 Beneficiary, 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 [*Coordinator's registered office*] shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.

Floristernas Yrkesråd Klågerupsvägen 398D, 212 36 Malmö Sweden.

www.florcet.eu, info@florcet.eu

+46708538188

2. The law applicable to this contract shall be the law of Sweden.

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 (file in google drive: Budget Florist e-learn book)
- b) Description of the Partner's tasks (file in google drive: gant florist e-learnbook)
- c) Copy of Agreement No 2016-1-SE01-KA202-022127 between Coordinator and National Agency (file in google drive: Contract Sweden Agency.pdf,)
- d) Annex III of the Agreement No 2016-1-SE01-KA202-022127 (Financial and Contractual Rules) (file in google drive: Annex III Financial and contractual rules 2016-1-SE01-KA202-022127)

Done at.....^{14/12-2016}....., in two copies.

**For the Coordinator,
The legal representative**

Mikael Käransson

**For the Partner,
The legal representative**

Ing. Janka Fedorová

OCHRANA OSOBNÝCH ÚDAJOV

OCHRANA OSOBNÝCH ÚDAJOV

signature
Malmö 2016-11-24

signature
Pruské 2016-11-28