

PETIC



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ERASMUS+ PROGRAMME

COOPERATION PARTNERSHIPS (KEY ACTION 2)

AGREEMENT NUMBER 2021-1-EL01-KA220-SCH-000032749

CONTRACT BETWEEN THE COORDINATOR AND CO-BENEFICIARIES ¹

This contract shall govern relations between:

ARISTOTLE UNIVERSITY OF THESSALONIKI

Higher education institution (tertiary level)

KEDEA BUILDING, TRITIS SEPTEMVRIOU, ARISTOTLE UNIV CAMPUS, 54636

THESSALONIKI

EL090049627

Represented by Efstratios Stylianidis

on the one hand

and

TRNAVSKA UNIVERZITA V TRNAVE

Higher education institution (tertiary level)

HORNOPOTOCNA 2391843 TRNAVA

SK2021177202

Represented by Rene Bilik

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 Co-beneficiary commit themselves to carrying out the work programme covered by this contract, for the project entitled “The reinforcement of Physical Education Teachers' Intercultural Competence”, under the ERASMUS+ Programme, Key Action 2-Cooperation Partnerships.

This work programme comes under the Agreement n° **2021-1-EL01-KA220-SCH-00003274** concluded between **the Coordinator** and the **Hellenic National Agency**.

2. The **maximum grant of the project** for the contractual period referred to by the Agreement number **2021-1-EL01-KA220-SCH-000032749**, is estimated at **241.431 EUR**.
3. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project [The reinforcement of Physical Education Teachers' Intercultural Competence] under the Agreement n° **2021-1-EL01-KA220-SCH-000032749** passed between the **Hellenic 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 36 months. It starts on **28/02/2022** and ends on **27/02/2025** 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 **04/08/2022** and finishes on **27/02/2025** 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 **Hellenic National Agency** and the **Coordinator**;
2. to send to the Co-beneficiary a copy of the Agreement n° **2021-1-EL01-KA220-SCH-000032749** and its annexes concluded with the Hellenic National 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 Co-beneficiary with any amendment made to the Agreement n° **2021-1-EL01-KA220-SCH-000032749** concluded with the **Hellenic National Agency**;

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;
5. to comply with all the provisions of Agreement n°2021-1-EL01-KA220-SCH-000032749 binding the **Coordinator** to the **Hellenic National Agency**.

Article 4/Obligations of the Co-beneficiary

The Co-beneficiary 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° **2021-1-EL01-KA220-SCH-000032749** concluded between the **Hellenic National Agency** and the **Coordinator**;
2. to comply with all the provisions of Agreement n° **2021-1-EL01-KA220-SCH-000032749** binding the **Coordinator** to the **Hellenic 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 Co-beneficiary for the period covered by this contract is estimated at **30.388 EUR**. The co-beneficiary's detailed budget is described in the annexes to this contract (**Annex II**).

Article 6/Payment Arrangements

1. The Coordinator commits him/herself 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 Euros **12.155,200** (40 %) of the grant within 30 days of receiving the initial payment from the Hellenic National Agency.

2nd payment:

A second advance Euros **12.155,200** (40 %) of the grant upon receipt of claim forms with supporting documentation and agreed outcomes in the work programme. The Co-beneficiary 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 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 received and the Hellenic National Agency has approved the final report. 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 Hellenic 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 Co-beneficiary into which the funds allocated to the Co-beneficiary will be paid)]

Name of bank: Štátna pokladnica

Account holder: Trnavská univerzita v Trnave

Full IBAN account number: SK42 8180 0000 0070 0024 1199

SWIFT/BIC code: SPSRSKBA

Article 8/Reporting

1. The Co-beneficiary shall provide the Coordinator with any information and document required for the preparation of the progress and/or interim report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **31/08/2023** at the latest.
2. The Co-beneficiary 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 **31/01/2025** at the latest.

Article 9/ Monitoring and supervision

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.
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.
3. The obligations described in Article II.27 (checks, audits and evaluations) of the Annex I of the Agreement n° **2021-1-EL01-KA220-SCH-000032749** apply to the Coordinator and Co-beneficiary.

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 Co-beneficiary shall protect the Hellenic 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 Hellenic National Agency, the Beneficiary or their personnel.

Article 11/Termination of the contract

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.
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

1. Failing amicable settlement, the Courts of **KEDEA, ARISTOTELIO PANEPISTIMIO THESSALONIKIS** 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 **Greece**.

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) The approved KA220-SCH-B1E146EB PETIC proposal.
- b) The description of the Co-beneficiary's tasks and roles after the redraw from the partnership of the University of Lisbon.
- c) The timeline of the Project Results' activities.
- d) The Signed Copy of Agreement No 2021-1-EL01-KA220-SCH-000032749 between Coordinator and the Hellenic National Agency (in Greek) with the Detailed budget.

Done at 28-9-2022, in two copies.

For the **Coordinator**,

The legal representative
Efstratios Stylianidis

[signature]

[date]

For the **Co-beneficiary**,

The legal representative
Rene Bil

[signatu

[date]

