

Financing Agreement - Strategic Partnership Project – 2018
Contract number: 2018-1-RO01-KA201-049080

Înregistrări Șc. Gim. Rareș Vodă
Intrare: Nr.
leșire: Nr.



FINANCING CONTRACT

Strategic partnership for the Erasmus+ program

CONTRACT NUMBER - 2018-1-RO01-KA201-049080

This contract, drawn up under the Commission of the European Union programme ERASMUS+, shall govern relations between:

Școala Gimnazială "Rareș Vodă" Ploiești,

official legal status: public body

full official address: Vornicul Boldur, nr. 3, Ploiești, 100574, Romania

postal code : 100574

official registration No: 29168607

PIC: 915681941

represented by Ion Dumitrache – school principal

(hereinafter referred to as "the contractor")

on the one hand

and

Zakladna škola Komenskeho 6

official legal status: non-profit organization

full official address: Komenskeho 6, Stara Lubovna, 06401, Slovakia

official registration No: 35534681

PIC: 941964382

represented by Alžbeta Chamillová - headmaster

(hereinafter referred to as "the partner")

on the other hand,

which have agreed as follows:

Article 1/Subject

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

This work programme comes under the Agreement **2018-1-RO01-KA201-049080** concluded between the Contractor and the National Agency.

2. The total cost of the project for the contractual period referred to by the Agreement **2018-1-RO01-KA201-049080**, all financing combined, is estimated at **26.040 Euros** (including all taxes and duties).
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° - **2018-1-RO01-KA201-049080** pursuant to the rules laid down at Community level, particularly in the Administrative and Financial Handbook, 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° - **2018-1-RO01-KA201-049080** under the Agreement **2018-1-RO01-KA201-049080** passed between the national Agency and the Contractor.
5. 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 on **01.10.2018** and ends on **30.09.2020**.
- 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 of the costs starts on **01.10.2018** and finishes on **30.09.2020**.

Article 3/Obligations of the Contractor

The Contractor 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 **2018-1-RO01-KA201-049080** concluded between the National Agency and the Contractor;
 2. to send to the Partner a copy of the Agreement **2018-1-RO01-KA201-049080** and its annexes, concluded with the National Agency, including the Administrative and Financial handbook, of the various reports and of any other official document concerning the project;
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3. to notify and provide the Partner with any amendment made to the Agreement **2018-1-RO01-KA201-049080** 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 **2018-1-RO01-KA201-049080** binding the Contractor 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 **2018-1-RO01-KA201-049080** concluded between the National Agency and the Contractor;
2. to comply with all the provisions of Agreement **2018-1-RO01-KA201-049080** binding the Contractor to the National Agency;
3. to communicate to the Contractor 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 Contractor, including details of costs claimed and, where appropriate, ineligible expenses;
5. to define in conjunction with the Contractor 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 Erasmus+ contribution for the Partner shall be a maximum amount of **26.040** euros.

Article 7/Payments

1. The Contractor 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:

1st payment: **20832 euros**
final payment: **5208 euros**
2. All payments shall be regarded as advances pending explicit approval by the National Agency of the final report, the corresponding cost statement and the quality of the results of the project.

Article 8/Bank account

Having a bank account in EURO

Exact name of account holder: **Zakladna skola Komenskeho 6**

Bank Name: Všeobecná úverová banka , a.s.

Bank Account IBAN: SK92 0200 0000 0040 1982 1851

SWIFT code: SUBASKBX

Article 9/Reports

1. The Partner shall provide the Contractor with any information and document 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 **01.11.2019** at the latest.
2. The Partner shall provide the Contractor 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 **1.11.2020** at the latest.

Article 10/ Monitoring and supervision

1. The Partner shall provide without delay the Contractor 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 Contractor any document making it possible to check that the aforementioned work programme is being or has been carried out.

Article 11/ 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 European Commission, the Contractor 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 European Commission, the Contractor or their personnel.

Article 12/Termination of the contract

1. The Contractor 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.
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2. The Partner shall immediately notify the Contractor, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 13/ Jurisdiction clause

1. Failing amicable settlement, the Courts of **Ploiești** 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 **Romania**.

Article 14/ 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

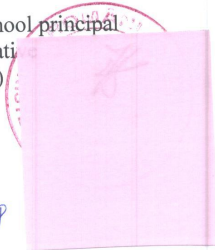
- a) Detailed budget relating to the activities of the Partner (costs associated with the activities and sources of financing).

Done at Stará Ľubovňa in two copies.

For the Contractor,

Ion Dumitrache, school principal
The legal representative
(name and function)

4.11. 2018



For the Partner,

Alžbeta Chamillová, headmaster
The legal representative
(name and function)

