

19.12. 2017 107.

FAKULTA ELEKTROTECHNICKÁ
Ing. Tomáš Zeman, Ph.D.
KOORDINÁTOR PROJEKTU „MoVET“



Strana 1/1

Vážený pan
Ing. ŠTEFAN BALOGH
ředitel
SOŠ informačních technologií
Banská Bystrica
Tajovského 30
Slovensko

V Praze dne 5. 12. 2017

Věc: Bilaterální smlouva projektu MoVET

Vážený pane řediteli,

v příloze Vám zasílám jeden výtisk podepsané partnerské smlouvy projektu MoVET. Na základě této smlouvy jsme Vám rovněž zaslali první splátku.

V příloze také naleznete důležité informační materiály, které se týkají tvorby a použití učebních jednotek ECVET, které budeme v rámci projektu připravovat a naplňovat.

S přátelským pozdravem

Ing. Tomáš Zeman, Ph.D.
KOORDINÁTOR PROJEKTU „MoVET“

Česká republika
FAKULTA ELEKTROTECHNICKÁ
Katedra informatických technológií
1013 102
105 17 Praha 6 - Dejvice Technická 2



Erasmus+

LIFELONG LEARNING PROGRAMME

Erasmus+

KA2 – Cooperation for Innovation and the Exchange of Good Practices

Grant Agreement N° 2017-1-CZ01-KA202-035479

Project: Modernisation of VET through Collaboration with the Industry (MoVET)

CONTRACT BETWEEN THE BENEFICIARY AND THE PARTNER N° 2017-1-CZ01-KA202-035479-04

This contract, drawn up under the 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 and repealing Decisions No. 1719/2006/EC, No. 1720/2006/EC and No. 1298/2008/EC, shall govern relations between:

Czech Technical University in Prague, Žitkova 4, 166 36 Praha 6, Czech Republic, VAT ID: CZ68407700 (part authorized for implementation: Faculty of Electrical Engineering), hereafter named "the Beneficiary", represented by Prof. Ing. Petr Konvalinka, CSc., FEng., Rector,

on the one hand

and

Stredná odborná škola informačných technológií, Tajovského 30, SK-975 90 Banská Bystrica, VAT ID: SK2021075518 hereafter named "the Partner", represented by Ing. Štefan Balogh, Headmaster

on the other hand,

which have agreed as follows:

Article 1/Subject

1. Having regard to the provisions of Decision 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 and repealing Decisions No. 1719/2006/EC, No. 1720/2006/EC and No. 1298/2008/EC, the Beneficiary and the Partner commit themselves to carrying out the work programme covered by this contract.
2. This work programme comes under the Grant Agreement No. **2017-1-CZ01-KA202-035479** concluded between Dům zahraniční spolupráce (Centre for International Cooperation in Education), VAT ID: CZ61386839, Na Poříčí 1035/4, CZ-110 00 Praha 1, hereafter named **DZS**, and the Beneficiary (**GA** hereinafter). GA including its annexes (i.e. General Conditions and Project Application Form) is an integral part of this contract, binding for the Beneficiary and for the Partner; it is contained in Annex 1 of this contract. Its English wording is contained in Annex 2 of this contract. In the GA, the Partner is denoted as "other beneficiary".
3. 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. Mandatory financial rules are described in Annex 7 (Erasmus+ Programme Guide).
4. In case of a different wording, Annex 5 (Revised budget overview) and Annex 6 (Changes in partial outputs and activities) shall prevail over the corresponding clauses of the Project Application Form.

Article 2/Duration

1. The duration of the action referred to in Article 1 is **34 months**. It starts on **1. 11. 2017** and ends on **31. 8. 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 6.
3. The period of eligibility of costs starts on **1. 11. 2017** and terminates on **31. 8. 2020**.

Article 3/Obligations of the Beneficiary

The Beneficiary shall undertake:

1. to take all 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 GA;
2. to notify and provide the Partner with any Amendments made to the GA concluded with DZS;

3. to define in conjunction with the Partner the role and rights and obligations of the two parties;
4. to comply with all the provisions of GA binding the Beneficiary to DZS.

Article 4/Obligations of the Partner

The Partner shall undertake:

1. to take all 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 GA concluded between DZS and the Beneficiary;
2. to comply with all the provisions of GA binding the Beneficiary to DZS;
3. to communicate to the Beneficiary 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 Beneficiary, including details of costs claimed and, where appropriate, ineligible expenses;
5. to define in conjunction with the Beneficiary the role and rights and obligations of the two parties.

Article 5/Responsibilities of the Partner

1. The Partner shall provide without delay the Beneficiary 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 perform the tasks according to the instructions issued by the Beneficiary.
3. The tasks shall be given to the Partner by the Beneficiary through the electronic system "Task list" available from the web portal of the project (<http://movet.fel.cvut.cz>).
4. The quality of the submitted tasks is verified by the Beneficiary. Should the quality of a submitted task be insufficient, the Beneficiary will use the "Task list" system to ask the Partner to correct or supplement the submission.
5. The Partner shall make available to the Beneficiary any document making it possible to check that the aforementioned work programme is being or has been carried out.
6. Specific tasks and responsibilities of the Partner are listed in Annex 3 of this contract.

Article 6/Reports

1. The Partner shall provide the Beneficiary 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 of the Partner by **15. 3. 2019** at the latest.
2. The Partner shall provide the Beneficiary with any information and document required for the preparation of the partial report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative of the Partner by **31. 12. 2019** at the latest.
3. If the Beneficiary is instructed by DZS to deliver any other interim reports, the Partner will have similar obligations as in the preceding clauses with deadlines specified by the Beneficiary.
4. The Partner shall provide the Beneficiary 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 of the Partner by **15. 9. 2020** at the latest.
5. The Partner undertakes to provide the Beneficiary with properly completed financial statements within 15 days after being asked for them by the Beneficiary. Properly completed financial statements are those statements completed by the Partner in English in the forms to be used for this purpose either under the conditions of the GA, or in accordance with the Beneficiary's instruction regarding the appropriate forms.

Article 7/Monitoring and supervision

1. In relation to the Beneficiary, the Partner is obliged to respond to the Beneficiary's communications – namely to requests sent via the so-called priority e-mail as stipulated under Clause 3 of this Article – in an appropriate manner and within agreed time periods (response time). The Partner is also obliged to provide the Beneficiary with the requested information relating to the implementation of the project and the fulfilment of the obligations assumed by the Partner under this contract. The usual response time for these purposes is considered to amount to 3 workdays following the day on which the e-mail was provably sent by the Beneficiary to the Partner's address. The communication sent by the Partner to the Beneficiary shall be in English (if not explicitly stated otherwise). In case the Partner does not respond to such communication in any manner within 3 weeks after the date the e-mail was provably sent by the Beneficiary to the Partner's address, it constitutes a substantial breach of this contract and the Beneficiary is therefore entitled to withdraw from the contract as specified below.

2. In relation to the Beneficiary as well as to other Partners involved in the project, the Partner is obliged to check the so-called overview of the status of the project and the assigned tasks (hereinafter referred to as the "overview") as necessary, but at least once each calendar week. The overview will be published by the Beneficiary, or a person authorized thereby, according to the progress of the project on the web portal (<http://movet.fel.cvut.cz>). The Partner has to check the specified web portal in time intervals stipulated above and perform all tasks assigned thereto. In case the Partner is not able to perform any of the assigned tasks, he shall inform the Beneficiary, without any unnecessary delay, immediately after learning of the cause preventing the Partner from fulfilling the concerned task. At the same time, the Partner shall expressly inform the Beneficiary about the fact/limitation, which appears to have caused the difficulty, and to agree upon the method of handling the resulting situation. If the Beneficiary does not receive such information concerning the potential limitation that prevents the Partner from fulfilling the task within 2 calendar weeks following the date when the assigned task is published in the overview, the assigned task shall be deemed accepted by the Partner without reservations.
3. The Beneficiary and the Partner have agreed on the following contact e-mail addresses. The included e-mail addresses have been agreed as the priority e-mail addresses, and they do not prevent the Partner from fulfilling the assumed obligations using another e-mail address. In case of doubt or contradicting information provided by the Partner to the Beneficiary, the information and the documents received by the Beneficiary via the priority e-mail shall prevail.
 - a) Priority e-mail address of the Beneficiary: **movet@fel.cvut.cz**
 - b) Priority e-mail address of the Partner is specified in Annex 4, Clause 5 of this contract.
4. Both the Beneficiary and the Partner are obliged to confirm the acceptance of information or documents sent via the priority e-mail upon request of the other party, using the priority e-mail address or any other communication means.
5. The Partner commits himself to use the templates and the methodical handbooks, as specified by the Beneficiary.

Article 8/Financing, payments, bank account

1. The maximum amount of the grant to be received by the Partner is specified in Annex 4, Clause 1 of this contract.
2. The actual amount of the grant received by the Partner will correspond to the eligible expenses duly declared by the Partner and approved by DZS. Serious breach of contractual obligations may result in financial penalties, in accordance with the terms stated in the GA.
3. The maximum amount of the grant to be provided to the Partner will be structured as specified in Annex 4, Clause 2 of this contract.

4. The Beneficiary commits himself to carrying out payments related to the subject matter of this contract to the Partner according to the achievement of the tasks and according to the following schedule:
 - a) **1st payment:** due within 30 days after signing of this contract by both contracting parties; the amount of the 1st payment is specified in Annex 4, Clause 3a) of this contract.
 - b) **2nd payment:** due within 30 days after the remittance of the 2nd payment by DZS to the Beneficiary, provided that the Partner will have spent at least 70 % of the 1st payment and that he will have fulfilled all duties with deadlines scheduled before or on the respective date; the amount of the 2nd payment is specified in Annex 4, Clause 3b) of this contract.
 - c) **Balance payment:** balance payment representing at maximum the difference between the sum of the 1st and 2nd payments and the total grant for the Partner, as specified in Article 5, Clause 1 hereinbefore; due within 30 days after the remittance of the balance payment by DZS to the Beneficiary, provided that the Partner will have fulfilled all duties with deadlines scheduled before the final report date; the balance payment may amount to a lower sum than the assumed one if the balance payment from DZS to the Beneficiary also amounts to a lower sum than assumed; the balance payment may amount to a higher sum than the assumed one if the 2nd payment is reduced, provided that the Partner will have fulfilled all duties with deadlines scheduled before the final report date and that the reduction of the 2nd payment will not result in reduction of the total grant contribution provided by DZS to the Beneficiary; the maximum amount of the balance payment is specified in Annex 4, Clause 3c) of this contract.
5. All payments shall be regarded as advances pending explicit approval by DZS of the final report, the corresponding cost statement and the quality of the project results.
6. The Partner is responsible for providing financial resources for the project implementation in the case that the advances are delayed after the real spending of the budget.
7. The Beneficiary and the Partner have agreed that all financial transactions which the Beneficiary is entitled to claim under this contract will be made by means of bank transfer to the bank account of the Partner as specified in Annex 4, Clause 4 of this contract.

Article 9/Liability

1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this contract, 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 DZS, the Beneficiary 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 DZS, the Beneficiary or their personnel.

Article 10/ Amendments or additions and termination of the contract

1. Amendments to this contract shall be made only by a Contract Amendment signed on behalf of each of the parties by the signatories to this contract or their legal successors.
2. The Beneficiary 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 to the Partner by registered letter has remained without effect for 1 month.
3. The Partner shall immediately notify the Beneficiary, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 11/Jurisdiction clause

1. Failing amicable settlement, the appropriate District Court with geographical and subject-matter jurisdiction over the Beneficiary (i.e., at the time of execution of this contract, the District Court for Prague 6) 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 the Czech Republic.

Article 12/Publication of this contract

1. The Parties agree with publication of this contract in the register of contracts pursuant to the Act no. 340/2015 Coll., On the register of contracts, as amended. The publication shall be ensured by the Czech Technical University in Prague; if one of the parties considers some of the information specified in the contract for personal information or trade secrets, or data that may be to publish under the Act, such information must be explicitly identified as such during the contracting process.

Article 13/List of annexes

1. Grant Agreement N° 2017-1-CZ01-KA202-035479 (GA) with the following annexes:
 - General Conditions
 - Project Application Form
2. English wording of the GA
3. Tasks and responsibilities of the Partner
4. Financing, payments, bank account and priority e-mail
5. Revised budget overview
6. Changes in partial outputs and activities
7. Erasmus+ Programme Guide

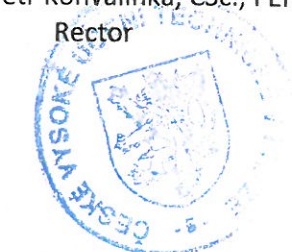
Article 14/Signatures

Done at Prague,

Date: 27-11-2017

For the **Beneficiary**,


Prof. Ing. Petr Konvalinka, CSc., FEng.
Rector




official stamp

Done at *Banská Bystrica*,

Date: 20.11.2017

For the **Partner**,


Ing. Štefan Balogh
Headmaster

STREDNÁ ODBORNÁ ŠKOLA
INFORMAČNÝCH TECHológií
975 90 BANSKÁ BYSTRICA
Tajovského 30
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official stamp

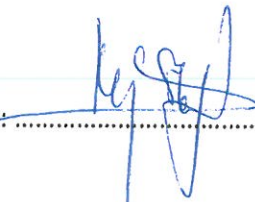
Annex 3

Tasks and responsibilities of the Partner

Partner: SOSIT

(with reference to project application):

Activity title	
O2 – Sets of learning objects and methodologies for teachers	
Review of the proposed outlines for all topics (ENT + VET)	YES
Review of the language of the materials for lectures for VET teachers in national languages (VET)	3 materials
Review of the language of the materials for internships in the industry in national languages (VET)	3 materials
Pilot run for teachers (VET + UNI)	YES
First dissemination event (VET)	YES
O3 – Sets of learning objects for students	
Review of the translated learning packages in national languages (VET)	6 packages
Pilot run for students (VET)	YES
Feedback from the teachers and from the students + its processing into reports from the pilot testing (VET)	YES
Development and maintenance of profiles on social networks (STU + VET)	YES
Realization of the national internships in the industry (ENT + VET)	YES
Realization of virtual mobilities (VET)	YES
Realization of physical mobilities (VET + ENT)	YES
Realization of the competition and evaluation of results (UNI + VET)	YES
O4 – Learning units ECVET	
Identification of the sending organization's capabilities to include successful passing of ECVET learning units in their assessment of graduates, identification of specific opportunities and offer of professional qualifications (ALL)	YES
Providing the opportunity to obtain professional qualification according to ECVET in cooperation with the commercial sector (VET + ENT)	YES
Coordination and development of ECVET learning units in English in the international context (VET + UNI)	YES
Development of a methodical procedure for implementation of internships according to ECVET (UNI + VET)	YES
A – Project management and implementation activities	
A1 – Local Project Management	YES
F – Financial Management	YES
M1 – Global Project meetings	3 meetings
M2 – Bilateral Project meetings	YES
D – Dissemination and publication activities	YES

Date: 10.11.2014 Signature (partner): 

Annex 4

Financing, payments, bank account and priority e-mail

Partner: SOSIT

1. The maximum amount of the grant to be received by the Partner shall be **30 480 EUR**.
2. The maximum amount of the grant to be provided to the Partner will be structured as follows:

a) Project Management and Implementation	9 333	EUR
b) Transnational Project Meetings	1 150	EUR
c) Intellectual Outputs	8 047	EUR
d) Multiplier Events	1 000	EUR
e) Learning/Teaching/Training Activities: Travel	4 550	EUR
f) Learning/Teaching/Training Activities: Subsistence	6 400	EUR
Total	30 480	EUR
3. Amounts of the payments:

a) 1 st payment	12 192	EUR
b) 2 nd payment	12 192	EUR
c) Balance payment (maximum)	6 096	EUR
4. Bank account of the Partner:

Bank name and address: Štátna pokladnica, Radlinského 32, 81005 Bratislava
Account No.: 7000393344/8180
IBAN: SK 7781800000007000393344
SWIFT: SPSRSKBA
5. Priority e-mail address of the Partner: stefan.balogh@sos-it.sk, katarina.stronerova@sos-it.sk

Date: 20. 11. 2017 Signature (partner): 