



Erasmus+

**ERASMUS+ PROGRAMME**

**STRATEGIC PARTNERSHIPS (KEY ACTION 2)**

**AGREEMENT NUMBER: 2020-1-DK01-KA201-07512**

**PROJECT NAME: New lifestyle due to climate changes**

**CONTRACT BETWEEN THE COORDINATOR AND PARTNER(S) OF THE PROJECT**

This contract shall govern relations between:

*Støvring Gymnasium,  
Mastrupvej 77, 9530 Støvring, Denmark*

*hereafter named "the Coordinator", represented by Jytte Knudsen, Acting Principal*

on the one hand

and

*City of Tampere/Lukiokoulutus,  
Uimalankatu 5, 33540 Tampere, Finland*

*hereafter named "the Partner", represented by Matti Hännikäinen, Director of General Upper  
Secondary Education*

on the other hand,

Which have agreed as follows:

## 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 n° **2020-1-DK01-KA201-07512** 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 **2020-1-DK01-KA201-07512**, is estimated at **115.092 EUR**.
3. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project **New lifestyle due to climate changes** under the Agreement n° **2020-1-DK01-KA201-07512** 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 **36 months**. It starts 01-09-2020 and ends on 31-08-2023 at the latest, unless terminated in accordance with Article 11 of this contract. (see Annexes “Grant Agreement”, “Addendum to the Grant agreement” and “Tillæg til tilskudsaftale...”).
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 01-09-2020 and finishes on 31.08.2023 at the latest.
4. The agreement will not be binding on the City of Tampere until the relevant decision become enforceable

## 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 n° **2020-1-DK01-KA201-07512** 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;
3. to notify and provide the Partner with any amendment made to the Agreement n° **2020-1-DK01-KA201-07512** 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 n° **2020-1-DK01-KA201-07512** 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 n° **2020-1-DK01-KA201-07512** concluded between the **National Agency** and the **Coordinator**. Description of the partners task is in annex b.
2. to comply with all the provisions of Agreement n° **2020-1-DK01-KA201-07512** 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 **27.848** EUR. The partner's detailed budget is described in the annexes to this contract (**Annex a**).

#### **Article 6/Payment Arrangements**

1. All amounts given in the project reports must be expressed in Euro. All payments from Coordinator to Partners will be made in Euro. Declarations of expenditure by Partners are to be made in Euro.
2. 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:

1<sup>st</sup> payment:

An initial of 5.569 Euro i.e. 20% of the total grant within 14 days after signing this contract.

2<sup>nd</sup> payment:

A second payment will be made according to invoiced and reported expenditures by the partner (reporting period 01.09.2021-31.12.2021) within 30 days and after receiving the financial and other supporting documents from the partner. The already paid advance, 20% of the total grant, is taken into account as reduction when second payment will be made. The coordinator reserves the right to withhold this payment, if the partner's report to the coordinator is submitted after the deadline 15.02.2022.

3<sup>rd</sup> payment:

A third payment will be made according to invoiced and reported expenditures by the partner (reporting period 01.01.2022-31.08.2022) after receiving the financial and other supporting documents from the partner and after the National Agency's acceptance of the projects interim report. The coordinator reserves the right to withhold this payment, if the partner's report to the coordinator is submitted after the deadline 30.09.2022.

4<sup>th</sup> payment:

A fourth payment will be made according to invoiced and reported expenditures by the partner (reporting period 01.09.2022-31.12.2022) within 30 days and after receiving the financial and other supporting documents from the partner. The coordinator reserves the right to withhold this payment, if the partner's report to the coordinator is submitted after the deadline 15.02.2023.

5<sup>th</sup> and final payment:

The balance will be paid once the partner's contractual agreements have been fully met, all the necessary supporting documentation has been received and the National Agency has approved the final report. The balance will be paid at most to the level of the sums indicated for the partner per budget heading in the annex (A) "Detailed budget relating to the activities of the Partner". The coordinator reserves the right to withhold the balance and demand a refund of the amounts already if the report is presented after the deadline mentioned in article 8 of this contract, i.e.30.09.2023.

3. 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:

Address:

Account holder:

Full account number (including bank codes):

IBAN/BIC code:

## **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 supporting documents *completed and signed by the legal representative* by 30-09-2022 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* within 30 days after the end date of the Project 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 n° 2020-1-DK01-KA201-07512 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 Coordinator or their personnel.
3. The Party's aggregate liability under this contract shall not exceed the aggregate amount of the Party's budget, unless such liability arises from the gross negligence or willful misconduct of the Party or its personnel.
4. No Party shall be liable to the other for any delay or non-performance of its obligations under this contract if and to the extent such delay or non-performance is due to an event of Force Majeure.
5. The city of Tampere shall not be held liable jointly for other beneficiaries.

### **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 Aalborg 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 Denmark

#### **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.

#### **Article 14/ Ownership and Access Rights**

1. Ownership of the results, which are generated by the Parties under the project, as well as copyrights and other intellectual property rights pertaining to such results shall be vested in the Coordinator and the Partners jointly

## Annexes

- a) Detailed budget relating to the activities of the Partner
- b) Description of the Partner's tasks
- c) Copy of Agreement No 2020-1-DK01-KA201-07512 between Coordinator and National Agency
- d) Copy of Addendum to Agreement No 2020-1-DK01-KA201-07512
- e) Copy of "Tillæg til tilskudsaf tale No 2020-1-DK01-KA201-07512 (i.e. agreement on prolonging the project period to 3 years (01.09.2020-31.08.23)
- f) Annex III of the Agreement No 2020-1-DK01-KA201-07512 (Financial and Contractual Rules)

Done at....., in two copies.

For the **Coordinator**,

For the **Partner**,

The legal representative

The legal representative

At Støvring            2021

At Tampere            2021

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Jytte Knudsen  
Acting Principal at Støvring Gymnasium

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Matti Hännikäinen,  
Director of General Upper Secondary  
Education