



Erasmus+ Programme

2020

**Key Action 2: Cooperation for Innovation and the Exchange of Good Practices
Strategic Partnership for Vocational Education and Training**

Agreement Number 2020-1-UK01-KA226-VET-094509

MODEL CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER ORGANISATION

A contract between the Coordinator and each partner organisation should be signed before the beginning of the activities of the partnership as described in this contract; it shall be annexed to the Agreement Number **2020-1-UK01-KA226-VET-094509**. This contract, drawn up under the Erasmus+ Programme (REGULATION (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing Erasmus+), shall govern relations between:

***Belfast Metropolitan College,
7 Queens Rd
Belfast BT 3 9DT***

hereafter named "the Coordinator", represented by Mr Glen McMahon,

on the one hand

and

***City of Tampere
Tampere Vocational College Tredu
P.O. Box 217
33101 Tampere
Finland***

hereafter named "the Partner Organisation", represented by Mrs. Tuula Hoivala,

on the other hand,

Which have agreed as follows:

Article 1/Subject

1. Having regard to the provisions of 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, the Co-ordinator and the Partner Organisation commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the **Agreement Number 2020-1-UK01-KA226-VET-094509**. concluded between the Co-ordinator and the National Agency (Ecorys UK Limited- referred to as National Agency hereinafter)

2. The maximum Community grant towards expenditure incurred by the members of the Partnership participating in the programme shall be 266,730 Euros in Article I.3.1 of **Agreement Number 2020-1-UK01-KA226-VET-094509**.
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project **Agreement Number 2020-1-UK01-KA226-VET-094509** to the rules laid down at Community level, particularly in Annex III – Financial and Contractual Rules, 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 **Agreement 2020-1-UK01-KA226-VET-094509** the Agreement Number **2020-1-UK01-KA226-VET-094509** passed between the National Agency and the Co-ordinator.
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 30th June 2021 and ends on 30th June 2023
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 30th June 2021 and finishes on 30th June 2023.

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 Co-ordinator;
2. to send to the Partner Organisation a copy of the Agreement Number **2020-1-UK01-KA226-VET-094509** 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 Number 2020-1-UK01-KA226-VET-094509** 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 Number 2020-1-UK01-KA226-VET-094509** binding the Co-ordinator and Beneficiaries to the National Agency.

Article 4/Obligations of the Partner Organisation

The Partner Organisation 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 Number 2020-1-UK01-KA226-VET-094509** concluded between the National Agency and the Co-ordinator;
2. to comply with all the provisions of **Agreement Number 2020-1-UK01-KA226-VET-094509** binding the Co-ordinator to the National Agency;
3. to communicate to the Co-ordinator any information or document required by the latter that is necessary for the management of the project;
4. to accept responsibility for all information and documentation provided to the Co-ordinator, including details of costs claimed and, where appropriate, ineligible expenses; The Partner is also obliged to provide promptly (understood as no longer

as 7 days) clarification on every doubts resulting from the information and documents communicated to the Coordinator

5. to define in conjunction with the Co-ordinator 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 Community grant contribution for the Partner shall be a maximum amount of 41,300 EUR.

Article 6/Payments

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

1st payment: 8,260 Euros

The 1st payment, corresponding to 20% of the maximum grant, will be made upon signature of the bilateral contracts and the reception of funds by the Contractor from the Agency.

2nd payment: 12,390 Euros

The 2nd payment, corresponding to 30% of the maximum grant, will be made after completion of agreed tasks and outputs in the work programmes to date and provision of necessary information for Interim Report. The 2nd payment will be made when the said progress report demonstrates that the Partner has used at least 70% of the amount of previous payment.

3rd payment : Maximum 12,390 Euros

The 3rd payment, corresponding 30% of the maximum grant, will be made after the approval of the Interim Report by the National Agency and upon completion of work packages and provision of information for the Final Report. The 3rd payment will be made when Final Report demonstrates that the Partner has used at least 70% of the amount of previous payments.

Final payment: 8,260 Euros

The final payment is a maximum of 20% of the grant, the exact amount to be determined by the National Agency. This sum will be payable when the partner's contractual agreements have been fully met, all the necessary supporting documentation has been received and the exact amount determined by the National Agency. This balance of the final grant amount will be made after the Co-ordinator has received the payment from the National Agency.

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.
3. All payments made by the Co-ordinator shall be made in Euro
4. Where the Partner keeps its general accounts in euro, it shall convert costs incurred in another currency into euro according to its usual accounting practices.
5. Where the beneficiary keeps its general accounts in a currency other than the euro, it shall convert costs incurred in another currency into euro at the average of the daily exchange rates published in the C series of Official Journal of the European Union for the currency in question, conversion shall be made at the average of the monthly accounting rates established by the Commission and published on website (http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuroen.cfm), determined over the corresponding reporting period.

Article 7/Bank account

Name of Person Responsible for

Project Financial Matters:

Postal Address:

Telephone Number:

Contact email Address:

Bank Name:

Bank Address:

Account Name:

IBAN:

BIC:

Article 8/Reports

1. The Partner shall provide the Co-ordinator with any information and document required for the preparation of the interim and final reports and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* according to the following schedule:
 - a) Interim Report, covering the period 01 July 2021 to 30th June 2022, shall be submitted by 29/07/2022
 - b) Final Report, covering the period 1 July 2022 to 30th June 2023, shall be submitted by 14 July 2023
2. All receipts and expenses in relation to any claims made in this project must be kept for 7 years.

Article 9/ Monitoring and supervision

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

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 Organisation 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 Co-ordinator or their personnel.
3. The city of Tampere shall not be held liable jointly for other beneficiaries.

Article 11/Termination of the contract

1. The Co-ordinator may terminate the contract if the Partner Organisation 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 Co-ordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 12/ Jurisdiction clause

1. Failing amicable settlement, United Kingdom 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 United Kingdom.

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.

This bilateral agreement may be subject to change pending the exact outcome of the United Kingdom leaving the European Union. Therefore, we may have to edit the agreement if necessary.

Annexes

- a) Annex I – General Conditions
- b) Annex II - Project Details
- c) Annex III – Financial and Contractual Rules
- d) Annex IV – Applicable Rates
- e) Annex V – Mandate
- f) Annex VI – showing as Annex VIII 2019 GDPR UK National Agency Processor to sub processor contractual governance

Done at Belfast Metropolitan College, Belfast, United Kingdom in two copies.

For the **Coordinator**,

For the **Partner**,

Glen McMahon
International Projects Manager

Tuula Hoivala
Director of Development and
Innovation

[signature]

[signature]

[date]

[date]