

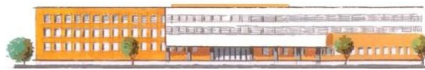
# “Cloud Computing in the European schools”

Project: 2017-1-ES01-KA202-038471



Co-funded by the  
Erasmus+ Programme  
of the European Union

*IES Ramón del Valle-Inclán*



## “Grant Agreement between Coordinator and X partner”



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## Disclaimer



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**Agreement number 2017-1-ES01-KA202-038471**



**Erasmus+**

**ERASMUS+ PROGRAMME**

**STRATEGIC PARTNERSHIPS (KEY ACTION 2)**

**CONTRACT BETWEEN THE COORDINATOR AND OTHER BENEFICIARIES<sup>1</sup>**

This contract shall govern relations between:

**IES**

**C/**

**41020 - Sevilla**

**CIF.- S4111001F**

**PIC.-**

**Represented by.- x, Director del IES**

on the one hand

and

**partner school**

**Address**

**PIC.-**

**Represented by.- X, headmaster from X**

on the other hand,

Which have agreed as follows:

<sup>1</sup> The **Coordinator** shall be entitled to add other clauses to those indicated here



## 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 number **2017-1-ES01-KA202-038471** 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 **2017-1-ES01-KA202-038471** is estimated at **108.245,00 EUR**.
3. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project "**Cloud Computing in the European schools**" under the Agreement n° **2017-1-ES01-KA202-038471** 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 **24 months**. It starts **01.09.2017** and ends on **31.08.2019** 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 **01.09.2017** and finishes on **31.08.2019** 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 **National Agency** and the **Coordinator**;



2. to send to the Partner a copy of the Agreement n° **2017-1-ES01-KA202-038471** 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° **2017-1-ES01-KA202-038471** 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° **2017-1-ES01-KA202-038471** 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° **2017-1-ES01-KA202-038471** concluded between the **National Agency** and the **Coordinator**;
2. to comply with all the provisions of Agreement n° **2017-1-ES01-KA202-038471** 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.
6. To deliver required progress, interim, financial and final reports for the preceding periods to the coordinator on a timely basis when the latter requested them.

## Article 5/Financing

1. The maximum grant of the Partner for the period covered by this contract is estimated at **25.980 EUR**. The partner's detailed budget is described in the annexes to the contract (**Annex b**).



## Article 6/Payment Arrangements

1. 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:

Note:

- The maximum grant of the Partner is divided in 3 items: Project Management and Execution, Transnational meetings and Learning/Teaching/Training meetings
- The percentage agreed for each budget item is on the maximum amount of mentioned budget item.

### Project Management and Execution:

- **Maximum amount = 6.000 EUR**
- **4 payments of 20%** in the meetings: virtual, Germany, Greece, Italy.
  - Each payment is divided into **2 phases**:
    - **10%**: a prepayment just after finishing the previous meeting and
    - **10%**: another payment of 10% during the meeting as long as the partner has satisfied the work agreements and submission of required documentation to ease the partner's work.
- There will be a **pending payment of 20%** to be transferred once the Spanish National Agency transfers the Coordinator the remaining 20%. (as it is mentioned in provision *I.4.25 Pago del Saldo from the grant agreement “Convenio de subvención - Número de convenio 2017-1-ES01-KA202-038471”*). The deadline is October 2019. The partner school must advance these amounts.

### Transnational meetings

- **Maximum amount = 3.040 EUR**
- **2 payments of 50%** for each transnational meeting.
  - Each payment will be done in **2 phases**:
    - **25%**: before each meeting. The partner must send supporting documentation (flights tickets, hotel reservations, etc) within a period **not exceeding 15 days** after the payments have been made.
    - **25%**: At the beginning of each meeting once the partner has satisfied the work agreements, submission of required documentation and the mobilities have been verified.
- The partner school **must return** to the Coordinator the 25% prepayment in case of not satisfying the work agreements, not sending the required documentation or not making the mobilities.



### Learning/Teaching/Training meetings

- **Maximum amount = 16.940 EUR**
  - **2 payments of 40% each one.**
    - Each payment is divided into **2 phases**:
      - **20%:** before each meeting. The partner must send supporting documentation (flights tickets, hotel reservations, etc) within a period **not exceeding 15 days** after the payments have been made.
      - **20%:** At the beginning of each meeting once the partner has satisfied the work agreements, submission of required documentation and the mobilities have been verified.
  - The partner school **must return** to the Coordinator the 20% prepayment in case of not satisfying the work agreements, not sending the required documentation or not making the mobilities.
  - **Date:** The payment dates are variable according to the place of meeting (Germany, Greece, Italy).
  - Each host school is responsible for organizing the **programming of activities** which be offered to the participants of the meeting. The expenses of the activities that are generated will be covered by the meeting host with the budget item “Project Management and Execution”. Travel, accommodation and meals expenses are not included in this section.
  - There will be a **pending payment of 20%** to be transferred once the Spanish National Agency transfers the Coordinator the remaining 20%. (as it is mentioned in provision I.4.25 Pago del Saldo *from the grant agreement “Convenio de subvención - Número de convenio 2017-1-ES01-KA202-038471”*). The deadline is October 2019. The partner school must advance these amounts.
2. The balance up to 20 % 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 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, i.e. 15/6/2019 (Fifteenth of June 2019).
  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.
-





4. The Coordinator will transfer the first payment to each partner as soon as the Coordinator receives the first prepayment from its National Agency (as it is mentioned in provision I.4.2 Primer pago de prefinanciación).
5. All the work agreements and the required documentation for each meeting must be sent to the Coordinator at least **7 days before**.
6. The payment tables are annexed to this document.

## 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:**    **SWIFT-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* **15.9.2018 (fifteenth of September 2018)** 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* by **15.6.2019 (fifteenth of June 2019)** 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° 2017-1-ES01-KA202-038471 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 Beneficiary or their personnel.

## 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 Beneficiary, 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 **Spain** 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 **Spain**.

## 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) Copy of Agreement No **2017-1-ES01-KA202-038471** between Coordinator and National Agency
- b) Annex II of the Agreement **2017-1-ES01-KA202-038471** (*Descripción del Proyecto; presupuesto estimado del Proyecto; listado de otros beneficiarios*).
- c) Payment tables.
- d) Annex III of the Agreement **2017-1-ES01-KA202-038471** (*Reglas financieras y contractuales*).
- e) Description of the Partner's tasks: Project timeline

Done at Sevilla, Spain in two copies.

For the **Coordinator**,

For the **Partner**,

01.09.2017