



Leonardo da Vinci



LEONARDO DA VINCI PROGRAMME

COMMUNITY VOCATIONAL TRAINING ACTION PROGRAMME

Second phase: 2000 - 2006¹ – selection 2006

PILOT PROJECTS, LANGUAGE COMPETENCES, TRANSNATIONAL NETWORKS

AGREEMENT No 2006 – SK/06/B/F/PP - 177436

Národná agentúra programu Leonardo da Vinci na Slovensku ²

Address: Slovenská akademická asociácia pre medzinárodnú spoluprácu,
Staré grunty 52, 842 44 Bratislava,
IČO: 30778867,
DIČ: 2020900563,
hereafter referred to as “**the National Agency**”,
represented by **Mgr. Irena Fonodová, Executive Director**,

on the one hand,

and

Slovenská technická univerzita v Bratislave

Address: Vazovova 5, 812 43 Bratislava,
IČO: 00397687
DIČ: SK 202 084 5255
hereafter referred to as “**the Beneficiary**”,
represented by **doc. Ing. Karol Jelemenský, PhD., Dean of Faculty of Mechanical Engineering**,

on the other hand,

hereafter referred to as “**the parties to the agreement**”

IT HAS BEEN AGREED AS FOLLOWS:

the **Special Conditions** and **General Conditions** and the following **Annexes**:

¹ Council Decision 1999/382/EC - 26/4/99, OJ L 99/146/EC - 11/06/1999

² European Commission Decision relating to the responsibilities of the Member States and of the Commission with regard to the National Agencies LdV (C (2000) / 402 final of 18/02/2000).

Annex 1	Detailed description of the project selected by the National Agency Sections C and E1 of the application form, and the contracting form duly filled in and accepted by the National Agency
Annex 2	Consolidated project budget
Annex 3	List of partners and budget by partner (as indicated in the contracting form)
Annex 4	Administrative and Financial Handbook (Pilot Projects, Transnational Networks, Language Competences and Reference Material) C(2000) 521 of 01.03.2000 – revised version 2006
Annex 5	A. Model of Interim Report (content and financial aspects) B. Model of Final Report (content and financial aspects),
Annex 6	Specimen standard contract between the Beneficiary and partners
Annex 7	Instructions concerning information and visibility of the programme
Annex 8	Financial guarantee, if applicable

Komentár [yb1]:

which form an integral part of this agreement (hereafter referred to as “**the agreement**”).

The terms set out in the Special Conditions shall take precedence over those in the other parts of the agreement.

The terms of the General Conditions shall take precedence over those in the Annexes.

Annex 4 takes precedence over the other Annexes.

I. SPECIAL CONDITIONS

ARTICLE I.1 - PURPOSE OF THE GRANT

I.1.1 The National Agency has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the Annexes to the agreement, which the beneficiary hereby declares that he has taken note of and accepts, for the action entitled **SK/06/B/F/PP – 177436 - European Virtual Laboratory of Mathematics** (“the action”).

The agreement concerns a project of the **Pilot projects** type.

I.1.2 The Beneficiary accepts the grant and undertakes to do everything in his power to carry out the project as described in Annex 1.

I.1.3 The Beneficiary ensures the management of the Partnership and of its members, as mentioned in Annex 3, hereafter referred to as “the Partners” on the basis of specific contracts. The contracts, of which the standard model presented in annex 6 defines the minimum clauses, shall be signed and sent to the National Agency within three months of the signing of the agreement with the National Agency.

I.1.4 In as far as the Beneficiary acts as a Partner in the project, they are required to implement the clauses and provisions of the contract, of which the specimen standard contract presented in Annex 6 defines the minimum clauses.

ARTICLE I.2 – DURATION

I.2.1 The agreement shall enter into force on the date when the last of the two parties signs.

I.2.2 The project referred to in Article 1 has a duration of **24 months**. The period of eligibility of the costs starts on **15. 10. 2006** and ends on **14. 10. 2008**.

ARTICLE I.3 - FINANCING THE ACTION

I.3.1 The total eligible cost of the action for which the National Agency grant is awarded is estimated at **379.621,- EUR** as shown in the estimated budget in Annex II. The estimated budget shall give a detailed breakdown of the costs that are eligible for Community funding under the terms of Article II.14, of any other costs that the action may entail, and of all receipts, so that receipts and costs balance.

I.3.2 The maximum amount of the Community grant is **284.716,- euros**, which is equivalent to the percentage of the total estimated eligible costs, as indicated in annex 2. The final amount of the grant shall be determined as specified in Article II.17, without prejudice to Article II.19.

The Community grant may not finance the entire costs of the action. The amounts and sources of co-financing other than from Community funds shall be set out in the estimated budget referred to in paragraph 1.

I.3.3 The final amount of the grant is determined:.

- In accordance with the provisions of Article II.17, without prejudice to Article II.19
- Taking into account that the maximum contribution to the Staff costs, as indicated in Annex 2.
- Applying the percentage of the total estimated eligible costs as mentioned in Annex 2.
- In accordance with the rules provided for in the Administrative and Financial Handbook (ref. . Annex 4).

I.3.4 The Beneficiary accepts that any income generated by the project and received by the partnership and any regional, national or Community aid or other form of assistance will be declared as income to the project and shall limit the community contribution to the amount necessary for balancing income and expenditure. The maximum contribution to personnel costs is set at **162.616,- euros** in accordance with the amount stated in annex 2.

- I.3.5** The Beneficiary shall distribute to the Partners the funds necessary for the implementation of the project on the basis of the specific contract, as mentioned in Article I.1.3.
- I.3.6** Changes to the amounts fixed for each of the budget headings (cf. Annex 2) are acceptable when the change does not affect the essential aim of the project. In that case, the Beneficiary shall apply the modifications and immediately inform the National Agency. No supplementary agreement is necessary.
- I.3.7** However, when the budget headings are to be changed simultaneously by more than 10% and 5000 €, the Beneficiary must request in writing that a supplementary agreement be concluded (cf. Annex 4, point III.1.3). Transfers from “Operating costs” or “Subcontracting costs” to “Personnel costs” are not acceptable. A modification of the amounts to be distributed to each partner is possible after agreement by the National Agency. The Beneficiary has to request the supplementary agreement immediately from the National Agency.

ARTICLE I.4 - PAYMENT ARRANGEMENTS

The grant is paid to the **Contractor** by the **National Agency**, according to the availability of Community funds, as follows

I.4.1 Pre-financing

- a) Pre-financing payment representing 40% of the amount mentioned in Article I.3.2 is paid to the Beneficiary within 45 calendar days of the date when the latter of the two parties signs the agreement
In the case that the National Agency requests for a Bank Guarantee, of which a copy can be found in the Annex 8, this pre-financing is executed under the conditions that the Beneficiary provides a financial guarantee of the amount equivalent to the pre-financing amount.
- b) If the project duration, is less than or equal to 18 months, a pre-financing payment representing 70% of the amount mentioned in Article I.3.2 shall be made to the Beneficiary within 45 calendar days of the date when the latter of the two parties has signed the agreement.
In the case that the National Agency requests for a Bank Guarantee, of which a copy can be found in the Annex 8, this pre-financing is executed under the conditions that the Beneficiary provides a financial guarantee of the amount equivalent to the pre-financing amount.

I.4.2 Further Pre-Financing Payments

If the project duration, which is calculated according to the duration indicated in Article I.2.2, exceeds 18 months, the Beneficiary may request a second pre-financing payment representing 30% of the amount mentioned in Article I.3.2 at the time of the submission of the interim report stipulated in Article I.5. The National Agency has 45 calendar days to approve, reject the technical part of the interim report (Chapters A to F) or request any additional supporting documents or information, under the procedure laid down in Article II.15.2. If necessary, the Beneficiary has 30 calendar days to submit the additional information or new documents requested.

The second pre-financing payment shall be made to the Beneficiary within 45 calendar days of the date of approval of these documents by the National Agency, in conformity with Article II.16.

In the case that the National Agency requests for a Bank Guarantee, of which a copy can be found in the Annex 8, this pre-financing is executed under the conditions that the Beneficiary provides a financial guarantee of the amount equivalent to the cumulative pre-financing amount.

This payment delay can be suspended by the National Agency in conformity with the procedure mentioned in the Article II.16.2. However, the second pre-financing payment may only be made if the Beneficiary justifies having used more than 70% of the pre-financing payments already received.

I.4.3 Payment of the balance

The request for payment of the balance shall be accompanied by the final report specified in Article I.5 containing a final breakdown of eligible costs actually incurred according to the structure of the budget, a complete summary statement of expenditure and income of the project and an activities report.

If the requested final grant does not exceed 750,000 euros, the Beneficiary personally certifies that the financial documents submitted to the National Agency conform to the financial provisions of the agreement, that the declared costs, including the staff costs, are real and that the declared income is exhaustive.

Odstránené: balance does not exceed

Odstránené: 1

If the requested final grant exceeds 750,000 euros, the Beneficiary shall also submit an external audit report on the accounts of the project. The purpose of the audit is to certify that the financial documents submitted by the Beneficiary to the National Agency conform to the financial provisions of the agreement, that the declared costs are real and that the declared income is exhaustive. An independent body or expert, officially empowered to undertake account inspection assignments, shall conduct this external audit.

Odstránené: balance exceeds

Odstránené: 15

The National Agency has 45 calendar days to approve or reject the technical part (chapter A to F) of the final report and the results and the products of the project or to request any additional supporting documents or information, under the procedure laid down in Article II.15.3. If necessary, the Beneficiary has 30 calendar days to submit the requested additional information or new documents requested.

A payment representing the balance of the grant determined in accordance with the provisions of Article II.16 shall be made to the Beneficiary within 45 calendar days of approval of these documents by the National Agency. This payment delay can be suspended by the National Agency in conformity with the procedure mentioned in the Article II.16.2

ARTICLE I.5 - SUBMISSION OF REPORTS AND OTHER DOCUMENTS

I.5.1 In the context of the implementation of this agreement, the Beneficiary shall submit to the National Agency three copies of the reports (the original and two copies), which have to be drawn up in accordance with the models presented in Annex 5 and accompanied (for the final reports) by two copies of the results and the products of the project (studies, finalised products, CD-ROM, video and other) in one of the official languages of the European Community to the address specified in Article I.7 of this agreement. At any time, the National Agency may request additional information/reports for monitoring and control purposes.

The Beneficiary shall use the electronic tool made available by the National Agency for drawing up and submitting the interim and final reports.

I.5.1.1 For projects with a duration exceeding 18 month:

- an interim report covering the period **15. 10. 2006** to **14. 10. 2007**, which shall reach the **National Agency** by **14. 12. 2007** at the latest;
- a final report covering the total duration of the project, which shall reach the **National Agency** by **14. 12. 2008** at the latest.

I.5.1.2. For projects with a duration less than or equal to 18 months:

- a final report covering the total duration of the project, which shall reach the **National Agency** by **[starting date of the project + 12 or 18 months + 2 months]** at the latest.

I.5.2 The financial data of the reports are always expressed in euros. If an exchange rate has to be used for this purpose, this should conform to the provisions of the Administrative and Financial Handbook (Annex 4).

ARTICLE I.6 - BANK ACCOUNT

Payments are made by the National Agency in euros, to the Beneficiary's bank account or sub-account according to the data provided below:

Name of the Bank: Štátna pokladnica

Address of the Bank: Radlinského 32, 810 05 Bratislava 15

Account holder: Slovenská technická univerzita v Bratislave, Vazovova 5, 81243 Bratislava

Account number: 7000263144/8180

IBAN: SK038180000007000263144

This account or sub-account must make it possible to identify funds paid by the National Agency. When the funds paid to this account yield interest or equivalent benefits under the law of the State on whose territory this account is opened, such interest or benefits shall, if they are generated by pre-financing, be recovered by the National Agency according to the conditions specified in Article II.16.4.

ARTICLE I.7 - GENERAL ADMINISTRATIVE PROVISIONS

For the **National Agency**
SAAIC – Národná agentúra programu Leonardo da Vinci
Mgr. Irena Fonodová
Staré Grunty 52
842 44 Bratislava

For the **Contractor**
Slovenská technická univerzita v Bratislave, Strojnícka fakulta
Námestie Slobody 17
812 31 Bratislava
Doc. Ing. Karol Jelemenský, PhD.

Normal mail is considered to have been received by the National Agency on the date when it has formally been registered by the unit of the National Agency.

ARTICLE I.8 - APPLICABLE LAW AND COMPETENT AREA OF JURISDICTION

The grant is governed by the provisions of the agreement, by applicable Community provisions and, subsidiarily, by the law applicable to the place where **the National Agency** is established. The courts of that place shall have sole jurisdiction in any dispute arising from the agreement

ARTICLE I.9 - DATA PROTECTION

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the agreement by DG EAC, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with Community legislation.

Beneficiaries may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They should address any questions regarding the processing of their personal data to DG EAC. Beneficiaries may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

ARTICLE I.10 - SPECIAL CONDITIONS

I.10.1 Article II.9.2 d) and II.14.3 do not apply.

I.10.2 The Beneficiary agrees to set up either a cost accounting system or a suitable internal system making it possible to identify all sources of project funding and expenditure relating to the project incurred during the contractual period.

II -GENERAL CONDITIONS

PART A: LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 - LIABILITY

- II.1.1** The beneficiary shall have sole responsibility for complying with any legal obligations incumbent on him.
- II.1.2** The Commission or the National Agency shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to any damage caused during the action's execution. Consequently, the Commission or the National Agency will not entertain any request for indemnity or reimbursement accompanying any such claim.
- II.1.3** Except in cases of force majeure, the beneficiary shall make good any damage sustained by the Commission or the National Agency as a result of the execution or faulty execution of the action.
- II.1.4** The beneficiary shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the action is being carried out.

ARTICLE II.2 - CONFLICT OF INTERESTS

The beneficiary undertakes to take all the necessary measures to prevent any risk of conflicts of interests which could affect the impartial and objective performance of the agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

Any situation constituting or likely to lead to a conflict of interests during the performance of the agreement must be brought to the attention of the National Agency, in writing, without delay. The beneficiary shall undertake to take whatever steps are necessary to rectify this situation at once. The National Agency reserves the right to check that the measures taken are appropriate and may demand that the beneficiary take additional measures, if necessary, within a certain time.

ARTICLE II.3 - OWNERSHIP/USE OF THE RESULTS

- II.3.1** Unless stipulated otherwise in this agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it shall be vested in the beneficiary.
- II.3.2** Without prejudice to paragraph 1, the beneficiary grants the Commission and the National Agency the right to make free use of the results of the action as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

ARTICLE II.4 - CONFIDENTIALITY

The Commission, the National Agency, the beneficiary and any person empowered by them undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

ARTICLE II.5 - PUBLICITY

- II.5.1** Unless the National Agency requests otherwise, any communication or publication by the beneficiary about the action, including at a conference or seminar, shall indicate that the action has received funding from the Community, **in accordance with the instructions set out in Annex 7 of the present agreement.**

Any communication or publication by the beneficiary, in any form and medium, shall indicate that sole responsibility lies with the author and that the National Agency is not responsible for any use that may be made of the information contained therein.

II.5.2 The beneficiary authorises the Commission and the National Agency to publish the following information in any form and medium, including via the Internet:

- the beneficiary's name and the address,
- the subject and purpose of the grant,
- the amount granted and the proportion of the action's total cost covered by the funding.

Upon a reasoned and duly substantiated request by the beneficiary, the Commission and the National Agency may agree to forego such publicity if disclosure of the information indicated above would risk compromising the beneficiary's security or prejudicing their commercial interests.

ARTICLE II.6 - EVALUATION

Whenever the Commission or the National Agency carries out an interim or final evaluation of the action's impact measured against the objectives of the Community programme concerned, the beneficiary undertakes to make available to the Commission, the National Agency and persons authorised by it all such documents or information as will allow the evaluation to be successfully completed and to give them the rights of access specified in Article II.19.

ARTICLE II.7 - SUSPENSION

II.7.1 The beneficiary may suspend implementation of the action if exceptional circumstances make this impossible or excessively difficult, notably in the event of force majeure. He shall inform the National Agency without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

II.7.2 If the National Agency does not terminate the agreement under Article II.11.2, the beneficiary shall resume implementation once circumstances allow and shall inform the National Agency accordingly. The duration of the action shall be extended by a period equivalent to the length of the suspension. In accordance with Article II.13, a supplementary written agreement shall be concluded to extend the duration of the action and to make any amendments that may be necessary to adapt the action to the new implementing conditions.

ARTICLE II.8 - FORCE MAJEURE

II.8.1 Force majeure shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under this agreement, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to force majeure), labour disputes, strikes or financial difficulties cannot be invoked as force majeure by the defaulting party.

II.8.2 A party faced with force majeure shall inform the other party without delay by registered letter with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects.

II.8.3 Neither of the parties shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by force majeure. The parties shall make every effort to minimise any damage due to force majeure.

II.8.4 The action may be suspended in accordance with Article II.7.

ARTICLE II.9 – PROCUREMENT

II.9.1 If procurement has to be undertaken by the beneficiary in order to be able to carry out the action and such procurement constitutes costs of the action under an item of eligible direct costs in the estimated budget, the beneficiary is obliged to ensure that competition takes place among the potential suppliers and to award the contract to the economically most advantageous offer, that is to say, that which provides the best value for money; in doing so the beneficiary shall observe the principles of transparency and equal treatment of potential beneficiaries and shall take care to avoid any conflict of interests.

II.9.2 Recourse to procurement as referred to in II.9.1 is possible only in the following cases:

- (a) only the execution of a limited part of the action may be concerned;
- (b) recourse to the award of contracts must be justified having regard to the nature of the action and what is necessary for its implementation;
- (c) the tasks concerned must be set out in Annex I and the corresponding estimated costs must be set out in detail in the budget in Annex II;
- (d) any recourse to procurement while the action is under way, if not provided for in the initial grant application, shall be subject to prior written authorisation by the National Agency;
- (e) the beneficiary shall retain sole responsibility for carrying out the action and for compliance with the provisions of the agreement. The beneficiary must undertake to make the necessary arrangements to ensure that the Beneficiary waives all rights in respect of the Commission or the National Agency under the agreement;
- (f) the beneficiary must undertake to ensure that the conditions applicable to him under Articles II.1, II.2, II.3, II.4, II.5, II.6, II.10 and II.19 of the agreement are also applicable to the Beneficiary.

ARTICLE II.10 - ASSIGNMENT

Claims against the National Agency may not be transferred.

In exceptional circumstances, where the situation warrants it, the National Agency may authorise the assignment to a third party of the agreement and payments flowing from it following a written request to that effect, giving reasons, from the beneficiary. If the National Agency agrees, it must make its agreement known in writing before the proposed assignment takes place. In the absence of the above authorisation, or in the event of failure to observe the terms thereof, the assignment shall not be enforceable against and shall have no effect on the National Agency. In no circumstances shall such an assignment release the beneficiary from his obligations to the National Agency.

ARTICLE II.11 – TERMINATION OF THE AGREEMENT

II.11.1 Termination by the beneficiary

In duly justified cases, the beneficiary may withdraw his request for a grant and terminate the agreement at any time by giving 60 days' written notice stating the reasons, without being required to furnish any indemnity on this account. If no reasons are given or if the National Agency does not accept the reasons, the beneficiary shall be deemed to have terminated this agreement improperly, with the consequences set out in article II.11.4

II.11.2 Termination by the National Agency

The National Agency may decide to terminate the agreement, without any indemnity on its part, in the following circumstances:

- (a) in the event of a legal, financial, technical, organisational or auditing change in the beneficiary's situation that is liable to affect the agreement substantially or to call into question the decision to award the grant;
- (b) if the beneficiary fails to fulfil a substantial obligation incumbent on him under the terms of the agreement, including its annexes;
- (c) in the event of force majeure, notified in accordance with Article II.8, or if the action has been suspended as a result of exceptional circumstances, notified in accordance with Article II.7;
- (d) if the beneficiary is declared bankrupt, is being wound up or is the subject of any other similar proceedings;
- (e) if the beneficiary is found guilty of an offence involving his professional conduct by a judgment having the force of res judicata or if he is guilty of grave professional misconduct proven by any justified means;
- (f) if the beneficiary is guilty of misrepresentation or submits reports inconsistent with reality to obtain the grant provided for in the agreement;

- (g) if the beneficiary has intentionally or by negligence committed a substantial irregularity in performing the agreement or in the event of fraud, corruption or any other illegal activity on the part of the beneficiary to the detriment of the European Communities' financial interests. A substantial irregularity consists of any infringement of a provision of an agreement or regulation resulting from an act or an omission on the part of the beneficiary which causes or might cause a loss to the Community budget.

II.11.3 Termination procedure

The procedure is initiated by registered letter with advice of delivery or equivalent.

In the cases referred to in points (a), (b) and (d) of article II.11.2, the beneficiary shall have 30 days to submit his observations and take any measures necessary to ensure continued fulfilment of his obligations under the agreement. If the National Agency fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the procedure shall continue to run.

Where notice is given, termination shall take effect at the end of the period of notice, which shall start to run from the date when notification of the National Agency's decision to terminate the agreement is received.

If notice is not given in the cases referred to in points (c), (e), (f) and (g) of article II.11.2 paragraph 2, termination shall take effect from the day following the date on which notification of the National Agency's decision to terminate the agreement is received.

II.11.4 Effects of termination

In the event of termination, payments by the National Agency shall be limited to the eligible costs actually incurred by the beneficiary up to the date when termination takes effect, in accordance with Article II.17. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

The beneficiary shall have 60 days from the date when termination takes effect, as notified by the National Agency, to produce a request for final payment in accordance with Article II.15.4. If no request for final payment is received within this time limit, the National Agency shall not reimburse the expenditure incurred by the beneficiary up to the date of termination and it shall recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the National Agency.

By way of exception, at the end of the period of notice referred to in paragraph 3, where the National Agency is terminating the agreement on the grounds that the beneficiary has failed to produce the final technical implementation report and financial statement within the deadline stipulated in Article I.5 and the beneficiary has still not complied with this obligation within two months following the written reminder sent by the National Agency by registered letter with advice of delivery or equivalent, the National Agency shall not reimburse the expenditure incurred by the beneficiary up to the date on which the action ended and it shall recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the National Agency.

By way of exception, in the event of improper termination by the beneficiary or termination by the National Agency on the grounds set out in points (e), (f) or (g) of paragraph 2, the National Agency may require the partial or total repayment of sums already paid under the agreement on the basis of technical implementation reports and financial statements approved by the National Agency, in proportion to the gravity of the failings in question and after allowing the beneficiary to submit his observations.

ARTICLE II.12 - FINANCIAL PENALTIES

By virtue of the Financial Regulation applicable to the general budget of the European Communities, any beneficiary declared to be in grave breach of his obligations shall be liable to financial penalties of between 2% and 10% of the value of the grant in question, with due regard for the principle of proportionality. This rate may be increased to between 4% and 20% in the event of a repeated breach in the five years following the first. The beneficiary shall be notified in writing of any decision by the National Agency to apply such financial penalties.

ARTICLE II.13 - SUPPLEMENTARY AGREEMENTS

- II.13.1** Any amendment to the grant conditions must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.
- II.13.2** The supplementary agreement may not have the purpose or the effect of making changes to the agreement which might call into question the decision awarding the grant or result in unequal treatment of applicants.
- II.13.3** If the request for amendment is made by the beneficiary, he must send it to the National Agency in good time before it is due to take effect and at all events one month before the closing date of the action, except in cases duly substantiated by the beneficiary and accepted by the National Agency.

PART B - FINANCIAL PROVISIONS

ARTICLE II.14 - ELIGIBLE COSTS

- II.14.1** To be considered as eligible costs of the action, costs must satisfy the following general criteria:
- they must be connected with the subject of the agreement and they must be provided for in the estimated budget annexed to it;
 - they must be necessary for performance of the action covered by the agreement;
 - they must be reasonable and justified and they must accord with the principles of sound financial management, in particular in terms of value for money and cost-effectiveness;
 - they must be generated during the lifetime of the action as specified in Article I.2.2 of the agreement;
 - they must be actually incurred by the beneficiary, be recorded in his accounts in accordance with the applicable accounting principles, and be declared in accordance with the requirements of the applicable tax and social legislation;
 - they must be identifiable and verifiable.

The beneficiary's internal accounting and auditing procedures must permit direct reconciliation of the costs and revenue declared in respect of the action with the corresponding accounting statements and supporting documents.

- II.14.2** The eligible direct costs for the action are those costs which, with due regard for the conditions of eligibility set out in Article II.14.1, are identifiable as specific costs directly linked to performance of the action and which can therefore be booked to it direct. In particular, the following direct costs are eligible provided that they satisfy the criteria set out in the previous paragraph:
- the cost of staff assigned to the action, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the beneficiary's usual policy on remuneration;
 - travel and subsistence allowances for staff taking part in the action, provided that they are in line with the beneficiary's usual practices on travel costs or do not exceed the scales approved annually by the Commission;
 - the purchase cost of equipment (new or second-hand), provided that it is written off in accordance with the tax and accounting rules applicable to the beneficiary and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action may be taken into account by the National Agency, except where the nature and/or the context of its use justifies different treatment by the National Agency;
 - costs of consumables and supplies, provided that they are identifiable and assigned to the action;
 - costs entailed by other contracts awarded by the beneficiary for the purposes of carrying out the action, provided that the conditions laid down in Article II.9 are met;
 - costs arising directly from requirements imposed by the agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction, etc.), including the costs of any financial services (especially the cost of financial guarantees);

II.14.3 The eligible indirect costs for the action are those costs which, with due regard for the conditions of eligibility described in Article II.14.1, are not identifiable as specific costs directly linked to performance of the action which can be booked to it direct, but which can be identified and justified by the beneficiary using his accounting system as having been incurred in connection with the eligible direct costs for the action. They may not include any eligible direct costs.

By way of derogation from Article II.14.1, the indirect costs incurred in carrying out the action may be eligible for flat-rate funding fixed at not more than 7% of the total eligible direct costs. If provision is made in Article I.3.2 for flat-rate funding in respect of indirect costs, they need not be supported by accounting documents.

II.14.4 The following costs shall not be considered eligible:

- return on capital;
- debt and debt service charges;
- provisions for losses or potential future liabilities;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the beneficiary can show that he is unable to recover it;
- costs declared by the beneficiary and covered by another action or work programme receiving a Community grant;
- excessive or reckless expenditure.

II.14.5 Contributions in kind shall not constitute eligible costs. However, the National Agency can accept, in duly substantiated exceptional cases, that the cofinancing of the action referred to in Article I.3.3 should be made up entirely or in part of contributions in kind. In this case, the value calculated for such contributions must not exceed:

- the costs actually borne and duly supported by accounting documents of the third parties who made these contributions to the beneficiary free of charge but bear the corresponding costs;
- the costs generally accepted on the market in question for the type of contribution concerned when no costs are borne.

Contributions involving buildings shall not be covered by this possibility.

In the case of cofinancing in kind, a financial value shall be placed on the contributions and the same amount will be included in the costs of the action as ineligible costs and in receipts from the action as cofinancing in kind. The beneficiary shall undertake to obtain these contributions as provided for in the agreement.

II.14.6 By way of derogation from paragraph 3, indirect costs shall not be eligible under a project grant awarded to a beneficiary who already receives an operating grant from the Commission during the period in question.

ARTICLE II.15 - REQUESTS FOR PAYMENT

Payments shall be made in accordance with Article I.4 of the Special Conditions.

II.15.1 Pre-financing

Pre-financing is intended to provide the beneficiary with a float.

Where required by the provisions of Article I.4 on pre-financing, the beneficiary shall furnish a financial guarantee from a bank or an approved financial institution established in one of the participating countries. In exceptional cases, this financial guarantee can be replaced by a joint and binding guarantee given by a third party. The guarantor shall stand as first call guarantor and shall not require the National Agency to have recourse against the principal debtor (the beneficiary).

The financial guarantee shall remain in force until final payments by the National Agency match the proportion of the total grant accounted for by pre-financing. The National Agency undertakes to release the guarantee within 30 days following that date.

II.15.2 Further pre-financing payments

Where pre-financing is divided into several instalments, the beneficiary may request a further pre-financing payment once he has used up the percentage of the previous payment specified in the provisions of Article I.4 on further pre-financing. The request shall be accompanied by the following documents:

- a detailed statement of the eligible costs actually incurred;
- where required by the above-mentioned provisions of Article I.4, a financial guarantee in accordance with paragraph 1;
- where required by the above-mentioned provisions of Article I.4, an external audit report on the action's accounts. The external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts;
- any other documents in support of his request that may be required in support of the request for further pre-financing payments.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.5 and the annexes.

II.15.3 Interim payments

Interim payments are intended to reimburse the beneficiary for expenditure on the basis of a detailed statement of the costs incurred, once the action has reached a certain level of completion. It may clear all or part of any prefinancing.

By the appropriate deadline indicated in Article I.5, the beneficiary shall submit a request for interim payment accompanied by the following documents:

- an interim report on implementation of the action;
- an interim financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- where required by the provisions of Article I.4.3 on interim payment, an external audit report on the action's accounts. The external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts. The purpose of the audit is to certify that the financial documents submitted to the National Agency by the beneficiary comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.5 and the annexes. If an external audit of the action's accounts is not required, the beneficiary himself shall certify that the financial documents submitted to the National Agency comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.

On receipt of these documents, the National Agency shall have the period specified in Article I.4 in order to:

- approve the interim report on implementation of the action;
- ask the beneficiary for supporting documents or any additional information it deems necessary to allow the approval of the report;
- reject the report and ask for the submission of a new report.

Failing a written reply from the National Agency within the time limit for scrutiny indicated above, the report shall be deemed to have been approved. Approval of the report accompanying the request for payment shall not imply recognition of their regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Requests for additional information or a new report shall be notified to the beneficiary in writing. The beneficiary shall have the period laid down in Article I.4 to submit the information or new documents requested.

If additional information is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information.

Where a report is rejected and a new report requested, the approval procedure described in this article shall apply.

In the event of renewed rejection, the National Agency reserves the right to terminate the agreement by invoking Article II.11.2(b).

II.15.4 Payment of the balance

Payment of the balance, which may not be repeated, is made after the end of the action on the basis of the costs actually incurred by the beneficiary in carrying out the action. It may take the form of a recovery order where the total amount of earlier payments is greater than the amount of the final grant determined in accordance with Article II.17.

By the appropriate deadline indicated in Article I.5, the beneficiary shall submit a request for payment of the balance accompanied by the following documents:

- a final report on the implementation of the action;
- a final financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- a full summary statement of the receipts and expenditure of the action;
- where required by the provisions of Article I.4.3 on payment of the balance, an external audit report on the action's accounts. The external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts. The purpose of the audit is to certify that the financial documents submitted to the National Agency by the beneficiary comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.

The documents accompanying the request for payment shall be drawn up in accordance with the provisions of Article I.5 and the annexes. If an external audit of the action's accounts is not required, the beneficiary himself shall certify that the financial documents submitted to the National Agency comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.

On receipt of these documents, the National Agency shall have the period specified in Article I.4 in order to:

- approve the final report on implementation of the action;
- ask the beneficiary for supporting documents or any additional information it deems necessary to allow the approval of the report;
- reject the report and ask for the submission of a new report.

Failing a written reply from the National Agency within the time limit for scrutiny indicated above, the report shall be deemed to have been approved. Approval of the report accompanying the request for payment shall not imply recognition of their regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Requests for additional information or a new report shall be notified to the beneficiary in writing. The beneficiary shall have the period laid down in Article I.4 to submit the information or new documents requested.

If additional information is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information.

Where a report is rejected and a new report requested, the approval procedure described in this article shall apply.

In the event of renewed rejection, the National Agency reserves the right to terminate the agreement by invoking Article II.11.2(b).

ARTICLE II.16 -GENERAL PROVISIONS ON PAYMENTS

II.16.1 Payments shall be made by the National Agency in euro. Any conversion of actual costs into euro shall be made at the daily rate published in the Official Journal of the European Union or, failing that, at the monthly accounting rate established by the National Agency and published on its website applicable on the day when the payment order is issued by the National Agency, unless the Special Conditions of the agreement lay down specific provisions.

Payments by the National Agency shall be deemed to be effected on the date when they are debited to the National Agency's account.

II.16.2 The National Agency may suspend the period for payment laid down in Article I.4 at any time by notifying the beneficiary that his request for payment cannot be met, either because it does not comply with the provisions of the agreement, or because the appropriate supporting documents have not been produced or because there is a suspicion that some of the expenses in the financial statement are not eligible and additional checks are being conducted.

The National Agency may also suspend its payments at any time if the beneficiary is found or presumed to have infringed the provisions of the agreement, in particular in the wake of the audits and checks provided for in Article II.19.

The National Agency shall inform the beneficiary of any such suspension by registered letter with advice of delivery or equivalent.

Suspension shall take effect on the date when notice is sent by the National Agency. The remaining payment period shall start to run again from the date when a properly constituted request for payment is registered, when the supporting documents requested are received, or at the end of the suspension period as notified by the National Agency.

II.16.3 On expiry of the period for payment specified in Article I.4, and without prejudice to paragraph 2 of this Article, the beneficiary may, within two months following the date of receipt of a late payment, request payment of interest on the late payment at the rate applied by the European Central Bank for its main refinancing operations in euros, plus three and a half points; the reference rate to which the increase applies shall be the rate in force on the first day of the month of the final date for payment, as published in the C series of the Official Journal of the European Union. This provision shall not apply to recipients of a grant which are public authorities of the Member States of the European Union.

Interest on late payment shall cover the period from the final date for payment, exclusive, up to the date of payment as defined in paragraph 1, inclusive. The interest shall not be treated as a receipt for the action for the purposes of determining the final grant within the meaning of Article II.17.4. The suspension of payment by the National Agency may not be considered as late payment.

II.16.4 The beneficiary shall inform the National Agency of the amount of any interest or equivalent benefits yielded by the pre-financing it has received from the National Agency. Notification must be made annually if the interest in question represents a significant amount, and in any event when the request is made for interim payment or for payment of the balance that clears the pre-financing. The interest shall not be treated as a receipt for the action within the meaning of Article II.17.4. The National Agency shall issue a recovery order in respect of it in accordance with Article II.18.

II.16.5 The beneficiary shall have two months from the date of notification by the National Agency of the final amount of the grant determining the amount of the payment of the balance or the recovery order pursuant to Article II.17, or failing that of the date on which the payment of the balance was received, to request information in writing on the determination of the final grant, giving reasons for any disagreement. After this time such requests will no longer be considered. The National Agency undertakes to reply in writing within two months following the date on which the request for information is received, giving reasons for its reply. This procedure is without prejudice to the beneficiary's right to appeal against the National Agency's decision pursuant to Article I.8. Under the terms of Community legislation in this matter, such appeals must be lodged within two months following the notification of the decision to the applicant or, failing that, following the date on which the applicant learned of the decision.

ARTICLE II.17 - DETERMINING THE FINAL GRANT

II.17.1 Without prejudice to information obtained subsequently pursuant to Article II.19, the National Agency shall adopt the amount of the final payment to be granted to the beneficiary on the basis of the documents referred to in Article II.15.4 which it has approved.

II.17.2 The total amount paid to the beneficiary by the National Agency may not in any circumstances exceed the maximum amount of the grant laid down in Article I.3.3, even if the total actual costs eligible exceed the estimated total eligible costs specified in Article I.3.1.

II.17.3 If the actual eligible costs when the action ends are lower than the estimated total eligible costs, the National Agency's contribution shall be limited to the amount obtained by applying the Community grant percentage specified in Article I.3.3 to the actual eligible costs approved by the National Agency.

II.17.4 The beneficiary hereby agrees that the grant shall be limited to the amount necessary to balance the action's receipts and expenditure and that it may not in any circumstances produce a profit for him.

Profit shall mean any surplus of total actual receipts attributable to the action over the total actual costs of the action. The actual receipts to be taken into account shall be those which have been established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the beneficiary for financing other than the Community grant, to which shall be added the amount of the grant determined by applying the principles laid down in paragraphs 2 and 3 of this article. For the purposes of this article, only actual costs falling within the categories set out in the estimated budget referred to in Article I.3.1 and contained in Annex II shall be taken into account; non-eligible costs shall always be covered by non-Community resources.

Any surplus determined in this way shall result in a corresponding reduction in the amount of the grant.

II.17.5 Without prejudice to the right to terminate the agreement under Article II.11, and without prejudice to the right of the National Agency to apply the penalties referred to in Article II.12, if the action is not implemented or is implemented poorly, partially or late, the National Agency may reduce the grant initially provided for in line with the actual implementation of the action on the terms laid down in this agreement.

II.17.6 On the basis of the amount of the final payment determined in this way and of the aggregate amount of the payments already made under the terms of the agreement, the National Agency shall set the amount of the payment of the balance as being the amount still owing to the beneficiary. Where the aggregate amount of the payments already made exceeds the amount of the final grant, the National Agency shall issue a recovery order for the surplus.

ARTICLE II.18 - RECOVERY

II.18.1 If any amount is unduly paid to the beneficiary or if recovery is justified under the terms of the agreement, the beneficiary undertakes to repay the National Agency the sum in question on whatever terms and by whatever date it may specify.

II.18.2 If the beneficiary fails to pay by the date set by the National Agency, the sum due shall bear interest at the rate indicated in Article II.16.3. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when the National Agency receives full payment of the amount owed, inclusive. This provision shall not apply to recipients of a grant which are public authorities of the Member States of the European Union.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal.

II.18.3 If payment has not been made by the due date, sums owed to the National Agency may be recovered by offsetting them against any sums owed to the beneficiary, after informing him accordingly by registered letter with advice of delivery or equivalent, or by calling in the financial guarantee provided in accordance with Article II.15.1. The beneficiary's prior consent shall not be required.

II.18.4 Bank charges occasioned by the recovery of the sums owed to the National Agency shall be borne solely by the beneficiary.

II.18.5 The beneficiary understands that under Article 256 of the Treaty establishing the European Community, the National Agency may adopt an enforceable decision formally establishing an amount as receivable from persons other than States. An action may be brought against such decision before the Court of First Instance of the European Communities.

ARTICLE II.19 - CHECKS AND AUDITS

- II.19.1** The beneficiary undertakes to provide any detailed information requested by the National Agency or by any other outside body authorised by the National Agency to check that the action and the provisions of the agreement are being properly implemented.
- II.19.2** The beneficiary shall keep at the National Agency's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the agreement for a period of five years from the date of payment of the balance specified in Article I.4.
- II.19.3** The beneficiary agrees that the National Agency may have an audit of the use made of the grant carried out either directly by its own staff or by any other outside body authorised to do so on its behalf. Such audits may be carried out throughout the period of implementation of the agreement until the balance is paid and for a period of five years from the date of payment of the balance. Where appropriate, the audit findings may lead to recovery decisions by the National Agency.
- II.19.4** The beneficiary undertakes to allow National Agency staff and outside personnel authorised by the National Agency the appropriate right of access to sites and premises where the action is carried out and to all the information, including information in electronic format, needed in order to conduct such audits.
- II.19.5** By virtue of Council Regulation (Euratom, EC) No 2185/96 and Regulation (EC) No 1073/1999 of the European Parliament and the Council, the European Anti-Fraud Office (OLAF) may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Community law for the protection of the financial interests of the European Communities against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the National Agency.
- II.19.6** The European Court of Auditors shall have the same rights as the National Agency, notably right of access, as regards checks and audits.
- II.19.7** The Beneficiary undertakes to ensure that the obligations arising from Article II.19 are accepted by any subcontractors he may choose and by the Partners to the project.

SIGNATURES

For the **Beneficiary**

For the **National Agency**

Doc. Ing. Karol Jelemenský, Phd.
Function: Dean

Mgr. Irena Fonodová
Function: Executive Director

Done at

Date: .. / .. /

Done at,

Date: .. / .. /

In triplicate in English language.

ANNEX 1:

LEONARDO DA VINCI

**Community action programme on vocational training
Procedure B
Second phase: 2000 – 2006**

PILOT PROJECTS, LANGUAGE COMPETENCES, TRANSNATIONAL NETWORKS

DETAILED DESCRIPTION OF THE PROJECT

AGREEMENT No. 2006 – SK/06/B/F/PP - 177436

Sections C and E1 of the application form of the project as selected by the Commission and the contracting Form, duly filled in and accepted by the National Agency

ANNEX 2:

LEONARDO DA VINCI

**Community action programme on vocational training
Procedure B**

Second phase: 2000 - 2006

PILOT PROJECTS, LANGUAGE COMPETENCES, TRANSNATIONAL NETWORKS

CONSOLIDATED BUDGET OF THE PROJECT

AGREEMENT No. 2006 - SK/06/B/F/PP - 177436

ANNEX 3:

LEONARDO DA VINCI

**Community action programme on vocational training
Procedure B**

Second phase: 2000 - 2006

PILOT PROJECTS, LANGUAGE COMPETENCES, TRANSNATIONAL NETWORKS

**LIST OF PARTNERS AND BUDGET BY PARTNER³
(as indicated in the contractualisation form)**

AGREEMENT No. 2006 - SK/06/B/F/PP - 177436

³ Cf. sections D1 and E1 of the contractualisation form

LIST OF PARTNERS AND BUDGET BY PARTNER⁴ (as indicated in the contracting Form)

Please provide information on all partners (including promoter and co-ordinator) in alphabetical order of country code using the table below.

ADMINISTRATIVE DATA											BUDGETARY DATA (in EURO)	
N°	Country code ⁵	Name of organisation/institution in national language ⁶	Org. type code ¹	Region code ¹	Sector code ¹	Size code ¹	Contact person		Street and No Town/City Post code Country	Telephone Fax E-mail	Budget	Leonardc grant allocated
							Name	M/F				
P1	SK	Slovenská technická univerzita v Bratislave, Strojnícka fakulta	U	SK01	M80	S4	doc. RNDr. Daniela Velichová, CSc.	F	Nám. slobody 17, Bratislava 812 31, Slovak republic	4212 5729 6115 4212 5292 5749 daniela.velichova@stuba.sk	49 831	39 306
P2	BG	Plovdivski Universitet Paisii Hilendarski, Fakultet po Matematika i Informatika	U	BG3	M80	S3	Assoc. Prof. Ph.D. Snezhana Georgieva Gocheva -Ilieva	F	Tzar Assen street 24, Plovdiv 4000 Bulgaria	+ 359 32 265 842; + 359 32 945 736 snegocheva@yahoo.com snow@pu.acadbg	41 900	31 300
P3	CZ	Západočeská univerzita	U	CZ04	M80	S4	RNDr. Jiří Benedikt, PhD.	M	Univerzitní 22, 306 14 Plzeň, Czech Republic	+420 377 63 2601 +420 377 63 2602 benedikt@kma.zcu.cz	41 900	31 300
P4	ES	Universidad de Salamanca	U	ES41	M80	S6	Dr. Gerardo Rodrigues	M	Patio de Escuelas 1, 37001 Salamanca Spain	34 980 545 000 34 980 545 002 gerardo@usal.es	41 860	31 260
P5	FI	Tilossilos Ltd		FI	M80	S1	Msc. Päivi Siltanen	F	Aaltosekantu 27-29, FIN-33500 Tampere, Finland	+358-3-222-7250 +358-3-222-7251 tulossita@tulossita.fi	38 280	27 900

⁴ Cf. sections D1 and E1 of the contracting Form.

⁵ Please use the codes provided in the application form (annexes 3-7)

⁶ Please provide this information also in EN, FR or DE, where available

P6	HU	Miskolci Egyetem	U	HU05	M80	S5	Assoc. prof. Dr. Péter Körtesi	M	Egyetem út 17. H 3515 Miskolc, Hungary	+36-46-565148 +36-46-565146 matkp@uni-miskolc.hu	41 900	31 300
P7	IE	University of Limerick	U	IE023	M80	S7	Dr. Olivia Gill	F	Plassey, Castletroy, University of Limerick, Limerick Ireland	+353 61 202481 +353 61334927 john.odonoghue@ul.ie, olivia.gill@ul.ie	41 900	31 300
P8	SK	Slovenská spoločnosť pre geometriu a grafiku	OPR	SK01	M 80	S1	RNDr. Daniela Richtáriková	F	Nám. slobody 17, Bratislava 812 31, Slovak republic	4212 5729 6394 4212 5292 5749 daniela.richtarikova@stuba. sk	40 100	29 700
P9	UK	School of Mathematical and Information Sciences, Coventry University	U	UKG3	M80	S5	Prof. Duncan Lawson	M	Priory Street, Coventry, CV1 5FB United Kingdom	+44 24 7688 8975 +44 24 7688 8585 d.lawson@coventry.ac.uk	41 950	31 350
TOTAL											379621	284716

ANNEX 4:

LEONARDO DA VINCI

Community action programme on vocational training

Procedure B

Second phase: 2000 - 2006

PILOT PROJECTS, LANGUAGE COMPETENCES, TRANSNATIONAL NETWORKS

Administrative and Financial Handbook

Pilot Projects, Language Competences, Networks and Reference Material

C(2000) 521 of 01.03.2000 revision 2006

– available on

Website:

http://ec.europa.eu/comm/education/programmes/leonardo/new/leonardo2_en.html

AGREEMENT No. 2006 - SK/06/B/F/PP - 177436

ANNEX 5 A:

LEONARDO DA VINCI

Community action programme on vocational training

Procedure B

Second phase: 2000 - 2006

PILOT PROJECTS, LANGUAGE COMPETENCES, TRANSNATIONAL NETWORKS

Model of Interim Report (content and financial aspects)

Available at

Website:

http://ec.europa.eu/comm/education/programmes/leonardo/new/leonardo2/rapports/interim_en.html

AGREEMENT No. 2006 - SK/06/B/F/PP - 177436

ANNEX 5 B:

**LEONARDO DA VINCI
Community action programme on vocational training
Procedure B
Second phase: 2000 - 2006
PILOT PROJECTS, LANGUAGE COMPETENCES, TRANSNATIONAL NETWORKS**

Model of FinalReport (content and financial aspects, model of table concerning project funding sources by Partner)

Available at

<p><i>Website:</i> http://ec.europa.eu/comm/education/programmes/leonardo/new/leonardo2/rapports/final_en.html</p>
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AGREEMENT No. 2006 - SK/06/B/F/PP - 177436

ANNEX 6:

LEONARDO DA VINCI

Community action programme on vocational training

Procedure B

Second phase: 2000 - 2006

PILOT PROJECTS, LANGUAGE COMPETENCES, TRANSNATIONAL NETWORKS

Specimen Standard Contract between the Beneficiary and the Partners.

AGREEMENT No. 2006 - SK/06/B/F/PP - 177436



Education and Culture

Leonardo da Vinci

**Community action programme on vocational training
Procedure B**

Second phase: 2000 –2006

PILOT PROJECTS, LANGUAGE COMPETENCES, TRANSNATIONAL NETWORKS

AGREEMENT n° 2006 [-< project number >]

MODEL CONTRACT BETWEEN THE CONTRACTOR AND THE PARTNER ⁷

A contract between the Contractor and each Partner has to be signed before the beginning of the activities of the partnership as described in this contract; it shall be annexed to the Agreement n° 2006- [<project n°>]

This contract, drawn up under the Community programme LEONARDO DA VINCI (Council Decision 1999/382/EC of 26/4/99, OJ L146/EC of 11/06/1999), shall govern relations between:

[complete details of the Contractor, hereafter named "the Contractor", represented by (complete details)],

on the one hand

and

[complete details of the Partner, hereafter named "the Partner", represented by (complete details)],

on the other hand,

Which have agreed as follows:

⁷ The **Contractor** shall be entitled to add other clauses to those indicated here

Article 1/Subject

1. Having regard to the provisions of Council Directive 1999/382/EC of 26 April 1999 establishing the second phase of the Community vocational training action programme "Leonardo da Vinci", the **Contractor** and the Partner commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the Agreement n° 2006- [<project n°>] concluded between **the Contractor** and the **National Agency**.

2. The total cost of the project for the contractual period referred to by the Agreement n° 2006- [<project n°>], all financing combined, is estimated at [*the amount mentioned in Article I.3.1of the Agreement n° 2006- [<project n°>]*] EUR (including all taxes and duties).
3. The maximum Leonardo da Vinci contribution to cover expenditure incurred by the members of the Partnership participating in the programme shall be [*the amount mentioned in Article I.3.3of the Agreement n° 2006- [<project n°>]*] EUR.
4. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° - [< *project number* >] 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.
5. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project n° - [< *project number* >] under the Agreement n° 2006- [<project n°>] passed between the **National Agency** and the **Contractor**.
6. 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 [*insert 12..18..24.*]. It starts [*beginning date of the project, not before on 01.10.2006*] and ends on [*beginning date of the project + 12.. 18..24., on 31.12.2008 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 7.1.
3. The period of eligibility of the costs starts on [*beginning date of the period of eligibility of costs, not before on 01.10.2006*] and finishes on [*beginning date of the project + 12,18,24, on 31.12.2008 at the latest*].

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 concluded between the **National Agency** and the **Contractor**;
2. to send to the Partner a copy of the Agreement n° 2006-[<project n°>] and its annexes, concluded with the National Agency, of the Administrative and Financial handbook, 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° 2006-[<project n°>] 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° 2006-[<project n°>] 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 n° 2006-[<project n°>] concluded between the **National Agency** and the **Contractor**;
2. to comply with all the provisions of Agreement n° 2006-[<project n°>] 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 total expenditure to be committed by the Partner for the period covered by this contract is estimated at [*the amount mentioned in the annex 3 of the Agreement n° 2006-[<project n°>]*] EUR (including all taxes and duties).
2. The Leonardo da Vinci contribution for the Partner shall be a maximum amount of [*the amount mentioned in the annex 3 of the Agreement n° 2006-[<project n°>]*] EUR.

Article 6/Co-financing

The Partner's financial contribution to the project amounts to [*the amount calculated taking into account the annex 3 of the Agreement n° 2006- [<project n°>]*] EUR.

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: [**the amount in EUR**] EUR
[2nd payment: [**the amount in EUR**] EUR]
[3d payment: [**the amount in EUR**] EUR]
final payment: [**the amount in EUR**] EUR

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. Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the Leonardo da Vinci financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the **Contractor** in order for the **Contractor** to be able to fill out the annex 5B to the Agreement n° «**NO_REF**» concluded with the **National Agency**.
4. The final payment as mentioned in Article 7.1 can be adapted to take into account the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure.

Article 8/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*)]

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 [*the appropriate date*] 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 [*the appropriate date*] 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.
3. The obligations described in Article II.19 of the agreement n° 2006- [<project n°> apply *mutatis mutandis* to the contractor and partner .

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 **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 **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.
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 [*Contractor's registered office*] 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 Contractor's country*].

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).
- b) description of the Partner's tasks and breakdown of the LEONARDO DA VINCI allocation.

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

For the **Contractor**,

For the **Partner**,

The legal representative
(name and function)

The legal representative
(name and function)

[signature]

[signature]

[date]

[date]

ANNEX 7

LEONARDO DA VINCI

Community action programme on vocational training

Procedure B

Second phase: 2000 - 2006

PILOT PROJECTS, LANGUAGE COMPETENCES, TRANSNATIONAL NETWORKS

AGREEMENT No. 2006 - SK/06/B/F/PP - 177436

**Instructions concerning information and visibility of the
Programme**

Available at

Website:

http://ec.europa.eu/comm/dgs/education_culture/publ/graphics/agencies/progr_en.html

ANNEX 8

LEONARDO DA VINCI

Community action programme on vocational training

Procedure B

Second phase: 2000 - 2006

PILOT PROJECTS, LANGUAGE COMPETENCES, TRANSNATIONAL NETWORKS

Financial guarantee, if applicable

AGREEMENT No. 2006 - SK/06/B/F/PP - 177436