



Education and Culture DG

Lifelong Learning Programme

LIFELONG LEARNING PROGRAMME

TRANSFER OF INNOVATION, LEONARDO DA VINCI

AGREEMENT NUMBER **2010-1-GR1-LEO 05 -**

CONTRACT BETWEEN THE BENEFICIARY AND THE PARTNER ¹

*A contract between the Beneficiary 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 number **2010-1-GR1-LEO 05 -***

This contract shall govern relations between:

[complete details of the Beneficiary, hereafter named "the Beneficiary ", 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:

¹ The **Beneficiary** shall be entitled to add other clauses to those indicated here

Article 1/Subject

1. Having regard to the provisions of Decision N° 1720/2006/EC of the European Parliament and of the Council of 15/11/2006 establishing an action programme in the field of lifelong learning, the **Beneficiary** and the Partner commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the Agreement n° **2010-1-GR1-LEO 05 -** concluded between **the Beneficiary** and the **National Agency**.

2. The total cost of the project for the contractual period referred to by the Agreement number **2010-1-GR1-LEO 05-...**, all financing combined, is estimated at [*the amount mentioned in Article I.3.1 of the Agreement n° 2010-1-GR1-LEO 05-...*] 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.3.3 of the Agreement n° 2010-1-GR1-LEO 05-...*] EUR.
4. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° **2010-1-GR1-LEO 05-...** pursuant to the rules laid down at Community level, particularly in the Guidelines for administrative and financial management and reporting and the Guide for Applicants, 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 – **2010-1-GR1-LEO 05-...** under the Agreement n° **2010-1-GR1-LEO 05-...** passed between the **National Agency** and the **Beneficiary**.
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 **XX months**. It starts on **dd.mm.yyyy** and ends on **dd.mm.yyyy** 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 **dd.mm.yyyy** and finishes on **dd.mm.yyyy** at the latest.

Article 3/Obligations of the Beneficiary

The **Beneficiary** 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 **Beneficiary**;
2. to send to the Partner a copy of the Agreement n° 2010-1-GR1-LEO 05-...and its annexes, concluded with the National Agency, of the Guidelines for administrative and financial management and reporting and the Guide for Applicants, 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° 2010-1-GR1-LEO 05-...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° 2010-1-GR1-LEO 05-...binding the **Beneficiary** 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° 2010-1-GR1-LEO 05-...concluded between the **National Agency** and the **Beneficiary**;
2. to comply with all the provisions of Agreement n° 2010-1-GR1-LEO 05-...binding the **Beneficiary** to the **National Agency**;
3. to communicate to the **Beneficiary** any information or document required by the latter that is necessary for the management of the project;
4. to accept responsibility for all information communicated to the **Beneficiary**, including details of costs claimed and, where appropriate, ineligible expenses;
5. to define in conjunction with the **Beneficiary** the role and rights and obligations of the two parties, 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 [XX] EUR (including all taxes and duties).
2. The Leonardo da Vinci contribution for the Partner shall be a maximum amount of [XX] EUR.

Article 6/Co-financing

The Partner's financial contribution to the project amounts to [XX] EUR.

Article 7/Payments

1. The Beneficiary 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:

An initial advance Euros i.e. % of the Leonardo da Vinci contribution within 30 days of receiving the initial payment from the National Agency.

2nd payment:

A second advance Euros i.e. % of the Leonardo da Vinci contribution within 45 days of the National Agencies acceptance of the project interim report. The beneficiary reserves the right to withhold this second advance if the partner's report to beneficiary is submitted after the deadline mentioned in article 9 of this contract, ie/...../.....

3rd and final payment

The balance within 45 days of approval of the final project report by the National Agency. 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 the deadline mentioned in article 9 of this contract, ie/...../.....

OR

An initial advance Euros i.e. % of the Leonardo da Vinci contribution within 30 days of receiving the initial payment from the National Agency.

The balance will be paid according to invoiced, duly reported and actual expenditures by the partner, however, at most to the level of the sums indicated for the partner per budget heading in the annexed detailed budget. The invoiced and duly reported costs and expenditures also have to be in relation to the tasks of the partner described in the work programme (**annex I**).

2. 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.
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 Beneficiary.
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)*]

Account holder:

Address:

Bank:

Address:

Account:

SWIFT code:

Article 9/Reports

1. The Partner shall provide the **Beneficiary** with any information and document required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by [*the appropriate date*] at the latest.
2. The Partner shall provide the **Beneficiary** with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by [*the appropriate date*] at the latest.

Article 10/ Monitoring and supervision

1. The Partner shall provide without delay the **Beneficiary** with any information that the latter may request from him concerning the carrying out of the work programme covered by this contract.
2. The Partner shall make available to the **Beneficiary** 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° **2010-1-GR1-LEO 05-...** 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 **Beneficiary** and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract, to the extent that these damages are not due to the serious or intentional negligence of the **National Agency**, the **Beneficiary** or their personnel.

Article 12/Termination of the contract

1. The Beneficiary may terminate the contract if the Partner has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to *force majeure*, after notification 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 13/ Jurisdiction clause

1. Failing amicable settlement, the Courts of [*Beneficiary'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 **Greece**.

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
- c) Copy of Agreement No **2010-1-GR1-LEO 05-** between beneficiary and National Agency
- d) Guidelines for administrative and financial management and reporting & Guide for Applicants

Done at....., in three copies.

For the **Beneficiary**,

For the **Partner**,

The legal representative
(name and function)

The legal representative
(name and function)

[signature]

[signature]

[date]

[date]