



GRANT AGREEMENT No: **2020-1-SK01-KA226-VET-094400**  
Under the ERASMUS+ Programme, Partnerships for Digital Education Readiness

This contract shall govern relations between:

**Contractor:**

INAK

IČO: 42361141

OID: E10136140

Address: Veternícka 112/9, 967 01 Kremnica, Slovak republic

STREDNÁ PRIEMYSELNÁ ŠKOLA STROJNÍCKA Fajnorovo nábrežie 5, Bratislava	
Došlo dňa: - 6 -07- 2021	
Číslo záznamu:	Číslo spisu:
Prilohy/listy:	Vybavuje:

called hereafter “the contractor”, represented for the purposes of signature of this agreement by PaedDr. Adriana Kováčová, Chairman,

on the one hand

and

**Partner:**

Stredná priemyselná škola strojnícka

IČO: 30775396

OID: E10013231

Address: Fajnorovo nábrežie 5, 814 75 Bratislava, Slovakia

called hereafter “the partner”, represented for the purposes of signature of this agreement by Ing. Felix Dömény, Director

on the other hand,

which have agreed as follows:

**Article 1 / Subject**

1. The **Contractor** and the **Partner** commit themselves to carrying out the work programme covered by this contract, carried out under the ERASMUS+ scheme.
2. This work programme comes under the Agreement No. **2020-1-SK01-KA226-VET-094400** concluded between the **Contractor** and the **National Agency** of the ERASMUS+ programme in the Slovak republic.
3. The maximum ERASMUS+ contribution to cover expenditure incurred by the members of the Partnership participating in the programme for the contractual period referred to the Agreement No. **2020-1-SK01-KA226-VET-094400**, all financing combined, is estimated at **250.190,- EUR** (including all taxes and duties).

4. The final financial contribution shall depend on the evaluation of the quality of the results of the project named: **STEP IN to the online world/virtual learning, Facilitation of access to Vocational practice through online teaching at secondary technical schools**, pursuant to the rules laid down at Community level, 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 under the Agreement No. **2020-1-SK01-KA226-VET-094400** 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 duration of 24 months. It starts on March 1<sup>st</sup> 2021 and ends on February 28<sup>th</sup> 2023.
2. This contract enters into force on the date of signature by the second of both participating parties 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 March 1<sup>st</sup> 2021 and ends on February 28<sup>th</sup> 2023.

#### 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 No. **2020-1-SK01-KA226-VET-094400** and its annexes, concluded with the National Agency;
3. to notify and provide the Partner with any amendment made to the Agreement No. **2020-1-SK01-KA226-VET-094400** 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 No. **2020-1-SK01-KA226-VET-094400** 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 No. **2020-1-SK01-KA226-VET-094400** concluded between the **National Agency** and the **Contractor**;
2. to comply with all the provisions of Agreement No. **2020-1-SK01-KA226-VET-094400** 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 **28.019,- EUR** (including all taxes and duties).
2. The ERASMUS+ contribution for the Partner shall be a maximum amount of **28.019,- EUR**.

### **Article 6 / Co-financing**

The Partner's financial contribution to the project amounts to **0,- 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:

Within 30 days of the entry into force of this agreement:

1<sup>st</sup> payment: **6.160,- EUR** (calculated as aliquot part of the 55.000,- EUR of the first payment),

After spending of 85% of the first payment and after first progress and financial report is submitted to the Contractor:

2<sup>nd</sup> payment: **6.160,- EUR** (calculated as aliquot part of the 55.000,- EUR of the second payment),

After spending of 85% of the second payment and after second progress and financial report is submitted to the Contractor and approved by National Agency:

3<sup>rd</sup> payment: **6.160,- EUR** (calculated as aliquot part of the 55.000,- EUR of the third payment),

After spending of 85% of the third payment and after third progress and financial report is submitted to the Contractor:

4<sup>th</sup> payment: **3.932,- EUR** (calculated as aliquot part of the 35.102,- EUR of the fourth payment),

but maximum 80% of the total project grant.

After final report is approved by Contractor and National Agency (final activity report and final financial report including all support documents, incl. accounting documents, has to be delivered to the contractor after the final closure of project activities and final closure of accounting related to the project, latest by March 31<sup>st</sup> 2023):

5<sup>th</sup> payment: **5.607,- EUR** - relevant part of the remaining 20% of the project grant.

The grant requested will be in total max. **28.019,- 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. Payments periods and payments flows between the Contractor and the Partner might be changed in accordance with the payments of the National Agency to the Contractor.
3. Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the ERASMUS+ financial contribution to the amount

required to balance revenue and expenditure. Any revenue shall be declared and communicated to the **Contractor**.

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**

The bank account number (in IBAN form) of the Partner for sending the relevant payment by Contractor, specified in Article 7:

**Name of the bank:** ŠTÁTNA POKLADNICA  
**Address:** Radlinského 32, 810 05 Bratislava 15  
**The name of the owner of the account:** Stredná priemyselná škola strojnícka  
**Address:** Fajnorovo nábrežie 5, 814 75 Bratislava  
**IBAN number:** SK82 8180 0000 0070 0050 1894  
**SWIFT code:** SPSRSKBA

#### **Article 9 / Reports**

1. The Partner shall provide the **Contractor** with activity reports upon request, activities corresponding financial reports and final activity and financial report and provide any information and, where appropriate, copies of all the necessary supporting documents *completed and signed by the legal representative by the dates corresponding to the payments as described in article 7/1.*
2. The Partner shall provide the **Contractor** with any information and document required for the preparation of the progress and final reports and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative.*

#### **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 before mentioned work programme is being or has been carried out.

#### **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, 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 Slovak republic.

#### **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 of the ERASMUS+ allocation and project application with further details.

Done in Kremnica (SK), and Bratislava (SK), in two copies.

For the **Contractor**,

The legal representative  
PaedDr. Adriana Kováčová  
Chairman of INAK

 **INAK**  
www.trachunak.sk  
Veternická 112/9 967 01 Kremnica  
IČO: 42351141, DIČ: 2024153912

[ signature ]

May 31<sup>st</sup> 2021

For the **Partner**,

The legal representative  
Ing. Felix Dömény  
Director



[ signature ]

May 27<sup>th</sup> 2021

**STREDNÁ PRIEMYSELNÁ ŠKOLA  
STROJNÍČKA  
Fajnerovo námestie č. 5  
814 75 BRATISLAVA**