

R/1537/2018

		SAP azonosító:	
SZERZŐDÉSKISÉRŐ LAP			
Szerződést kezdeményező szervezeti egység:	Közgazdaságtudományi Kar, Gazdaságpolitika és Közpolitika Intézet		
Szerződést kezdeményező iktatószáma:	2018-1-SK01-KA203-046330		
Szerződés partnere:	The Network of Schools and Institutes of Public Administration in Central and Eastern Europe - NISPAcee		
Szerződés tárgya:	partnerségi megállapodás „Public Administration Education Quality Enhancement „		
Szerződés összege:	28188 EUR	ebből tárgyévi kötelezettség: 11275 Euro ebből tárgyéven túli kötelezettség: 16913 Euro	
Szerződés teljesítésének időtartama:	2018.09.01. - 2021.08.31.		
Bevételt/Kiadást eredményező szerződés:	PEA25100AT/A20100		Bevétel
Terhelendő/Jóváírást fogadó pénzügyi központ:	témaszám benyitása folyamatban		
Egyéb: (pályázati/támogatási forrás megnevezése, kifizetési határidő, K+F megbízás teljesítése, stb.)	Erasmus + program stratégiai partnerség		
Szerződés kötelezettségvállalójának neve, elérhetősége:	Dr. Kovács Erzsébet dékán		
A szerződést kezdeményező ügyintéző neve, elérhetősége:	Waffenschmidt Edit		
		Választás:	Név:
Kötelezettség vállaló tölti ki!	Szükséges előzetes engedélyek ¹	Rektori engedély: Szükséges – <u>Nem szükséges</u>	Dr. Kovács Erzsébet dékán
		Kancellári engedély: Szükséges – <u>Nem szükséges</u>	
		NKOH engedély: Szükséges – <u>Nem szükséges</u>	
	Közbeszerzési eljárás lefolytatásának szükségessége	Szükséges- <u>Nem szükséges</u>	
Utasítás szerint mintaszerződésnek minősül	Eri-erasmus igen - nem <u>Kovács</u>		
		Megjegyzés:	Név:
Illetékes jogi szervezeti egység tölti ki!	Jogi véleményezés		
	Adószakértői véleményezés		
	Adatkezelési véleményezés	Szükséges- <u>Nem szükséges</u>	
	Adat/információbiztonsági véleményezés	Szükséges- <u>Nem szükséges</u>	
	Nftv. szerint felsőoktatási K+F vállalkozási tevékenységnek minősül	igen - nem	
Pályázati Pénzügyi Iroda/ Bevételi Pénzügyi Iroda/ Kiadási Pénzügyi Iroda/ KCGI pénzügyi ügyintéző tölti ki!	Nyilvántartásba vétel	30000790 (SAP) 1067.	
Pénzügyi ellenjegyző tölti ki!	Véleményezés		



¹ A választást felkínáló mezőkben a szabályok szerint megfelelő szövegrészt szükséges aláhúzni.



Erasmus+

ERASMUS+ PROGRAMME

STRATEGIC PARTNERSHIPS (KEY ACTION 2)

AGREEMENT NUMBER – 2018-1-SK01-KA203-046330

CONTRACT BETWEEN THE COORDINATOR AND THE CO-BENEFICIARY

This contract shall govern relations between:

Coordinator:

Name: The Network of Schools and Institutes of Public Administration in Central and Eastern Europe - **NISPAcee**

Address: Polianky 5, 841 01 Bratislava

IČO: 31752926

DIČ: 2020922926

PIC: 983046307

Represented by Ing. Ludmila Gajdošová, Executive Director

E-mail: gajdosova@nispaa.org

on the one hand

and

Co-beneficiary:

Name: **Corvinus University of Budapest**

Legal Status or Form: higher education

Address: Fővám tér 8., Budapest, Hungary H-1093

Official registration number: 329749

VAT number: HU15329743

PIC: 999857086

Represented by [Dr. András Láncki, rector], legal representative of the co-beneficiary

on the other hand,

who have agreed as follows:

Article 1/ Subject

- 1.1. The Coordinator and the Co-beneficiary commit themselves to carrying out the work programme covered by this contract, for the project entitled “**Public Administration Education Quality Enhancement**” under the ERASMUS+ Programme, Key Action 2 - Strategic Partnerships.
This work programme comes under the Agreement number – **2018-1-SK01-KA203-046330** concluded between the Coordinator and SAAIC - Slovak Academic Association for International Cooperation.
- 1.2. The maximum grant of the project for the contractual period referred to by the Agreement number **2018-1-SK01-KA203-046330**, is estimated at **384 668 EUR**.
- 1.3. 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 number **2018-1-SK01-KA203-046330** signed between the Coordinator and SAAIC - Slovak Academic Association for International Cooperation.
- 1.4. The Agreement number **2018-1-SK01-KA203-046330** signed between the Coordinator and SAAIC - Slovak Academic Association for International Cooperation with all its Annexes, govern the rights and obligations of both parties, if not otherwise agreed in this Contract.
- 1.5. The subject matter of this contract and the related work programme are detailed in the annexes, which form an integral part of this contract and that each party declares to have read and approved.

Article 2/ Duration

- 2.1. The project referred to in Article 1 has duration of **36 months**. It begins on **01. 09. 2018** and ends on **31. 08. 2021**.
- 2.2. This contract enters into force on the date of signature by the last of the participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in article 6, paragraph 1.
- 2.3. The period of eligibility of the costs commences on **01. 09. 2018** and ends on **31. 08. 2021**.

Article 3/ Obligations of the Coordinator

The Coordinator is obliged:

- 3.1. to take all 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 SAAIC - Slovak Academic Association for International Cooperation and the Coordinator;
- 3.2. to send to the Co-beneficiary a copy of the Agreement number **2018-1-SK01-KA203-046330** and its annexes concluded with SAAIC - Slovak Academic Association for International

Cooperation, of the Financial and Contractual Rules, of the various reports and of any other official documents concerning the project;

- 3.3. to notify and provide the Co-beneficiary with any amendment made to the Agreement number **2018-1-SK01-KA203-046330** concluded with the SAAIC - Slovak Academic Association for International Cooperation;
- 3.4. to define, in conjunction with the Co-beneficiary, the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights in accordance with article II.9 of the General Conditions;
- 3.5. to comply with all the provisions of the Agreement number **2018-1-SK01-KA203-046330** binding the Coordinator to SAAIC - Slovak Academic Association for International Cooperation.

Article 4/ Obligations of the Co-beneficiary

The Co-beneficiary is obliged:

- 4.1. to take all steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement number **2018-1-SK01-KA203-046330** concluded between SAAIC - Slovak Academic Association for International Cooperation and the Coordinator;
- 4.2. to comply with all the provisions of Agreement number **2018-1-SK01-KA203-046330** binding the Coordinator to SAAIC - Slovak Academic Association for International Cooperation;
- 4.3. to communicate to the Coordinator any information or document required by the Coordinator that is necessary for the management and reporting of the project;
- 4.4. to accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.5. to define, in conjunction with the Coordinator, the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights in accordance with article II.9 of the General Conditions.

Article 5/ Financing

- 5.1. The maximum grant of the project for all project partners/beneficiaries in total for the contractual period referred to by the Agreement number **2018-1-SK01-KA203-046330**, is estimated at **384 668 EUR** and includes **99 000 Euro in the category Project Management and Implementation**. According to the Financial and Contractual Rules settled in the Annex III of the Agreement number 2018-1-SK01-KA203-046330, the beneficiaries must agree on the distribution of this amount among them depending on their respective workload and contribution to the project activities and results. Project partners agree that a base for the division of this amount amongst project beneficiaries shall be a part of the project grant budgeted for the project activities and outputs – a Reduced Grant, in total **285 668 Euro**.

There shall be applied 20% of a beneficiary's Reduced Grant for its budget category Project Management and Implementation. In addition, 1000 Euro per event shall be added to respective beneficiary's budgets for organization of project events. This agreement respects the level of managerial, organizational and administrative capacities of individual beneficiaries needed for successful coordination, management and implementation of the project and it also reflects the involvement and responsibilities of each partner in the project activities and outputs.

The agreed allocation of the grant in the category **Project Management and Implementation** among beneficiaries shall therefore be the following:

Beneficiaries: Coordinator and Partners (Countries covered)	Project Management and Implementation (in Euro)
NISPAcee/Coordinator (Poland, Estonia, Latvia, Lithuania, Croatia)	45500
EAPAA, Enschede, Netherlands	6000
University of Ljubljana, Ljubljana (Slovenia)	8000
Corvinus University, Budapest (Hungary)	6500
Masaryk University, Brno (Czech Republic)	11000
Babes-Bolyai University, Cluj (Romania)	6500
University of Economics, Bratislava (Slovakia)	3000
Matej Bel University, Banska Bystrica (Slovakia)	3500
P.J.Safarik University, Kosice (Slovakia)	3000
Varna Free University, Varna (Bulgaria)	6000
Total grant	99000

- 5.2. The maximum grant of the Co-beneficiary, which includes the amount specified under 5.1 in the category Project Management and Implementation for the period covered by this contract, is estimated at **28188 EUR**. The Co-beneficiary's detailed budget is described in the annex to this contract (**Annex IIb**).
- 5.3. Only individuals who are working based on a labour contract with the Co-beneficiary can be paid from the project budget. Sub-contracting of work and services related to the project activities and outcomes are not eligible.
- 5.4. Co-Beneficiaries who keep their accounts in Euro calculate costs paid in another currency according to the regular national accountancy rules.
- 5.5. If the Co-beneficiary keeps the accountancy in a different currency than Euro, that co-beneficiary is obliged to recalculate the costs in Euro using a daily exchange rate of series C of the official ECB exchange rates accessible on the website:
<http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>

valid on the day the costs incurred.

Article 6/ Payment Arrangements

- 6.1. All project payments to the beneficiary are paid in Euro.

- 6.2. The Coordinator commits himself to carrying out payments relating to the subject matter of this contract to the Co-beneficiary according to the achievement of the tasks and according to the following schedule:

1st payment:

An initial advance payment **11275 EUR (40% of the total grant of the Co-beneficiary)**, within 30 days after the contract enters into force as stated under article 2, paragraph 2.

2nd payment:

A second advance payment **11275 EUR (40% of the total grant of the Co-beneficiary)**, under the condition that at least 70% of the first installment paid to all Beneficiaries of the project has been spent and upon acceptance of the Project Interim Report submitted by the Coordinator to SAAIC. The Coordinator is obliged to submit this report by March 31, 2020. The Coordinator reserves the right to withhold this second advance payment if the Co-beneficiary's 1st and 2nd interim reports to the Coordinator are submitted after the deadlines mentioned in article 8, paragraph 1 of this contract.

3rd and final payment

The balance up to **5638 Euro, 20 % of the total grant of the Co-beneficiary** will be paid once the Co-beneficiary's contractual agreements have been fully met, all the necessary supporting documentation has been submitted to the Coordinator and SAAIC - Slovak Academic Association for International Cooperation has approved the final report. The Coordinator reserves the right to withhold the balance and to demand a refund of the amounts already paid if the Beneficiary's final report is presented after the deadline mentioned in article 8, paragraph 2 of this contract, or the final project report is not accepted by SAAIC and the project grant is reduced, or if the Agency would demand a refund of the full grant.

- 6.3. All payments shall be regarded as advances, pending explicit approval by SAAIC – Slovak Academic Association for International Cooperation 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.
- 6.4. The Coordinator shall cover the bank fees of coordinator's bank for the transfer of grants, the Co-beneficiary shall cover the fees of other banks related to the transfer of grants. In a case of a repeated transfer, the costs are covered by the party that caused the repeated transfer.

Article 7/ Bank account

Funds allocated to the Co-beneficiary will be paid to the following bank account opened in the name of the Co-beneficiary:

Name of bank: Hungarian State Treasury

Address: Váci Út 71, Budapest, Hungary H-1139

Account holder: Corvinus University of Budapest

Full account number (including bank codes): -

IBAN/BIC code: HU80-10004885-10008016-22105433 (SWIFT: HUSTHUHB)

Article 8/ Reporting and obligations to keep accountancy documents

- 8.1. The Co-beneficiary shall provide the Coordinator with any information and documents required for the preparation of **the interim reports** and, where required, with copies of all the necessary supporting documents completed, stamped and signed by the legal representative or his deputy by:
1st Interim report: June 10, 2019 (covering the period September 1, 2018 to May 30, 2019)
2nd Interim report: March 10, 2020 (covering the period June 1, 2019 to February 29, 2020)
3rd Interim report: December 10, 2020 (covering the period March 1, 2020 to November 30, 2020)
Copies of the documents should be submitted to the coordinator by post and scanned by an e-mail.
- 8.2. The Co-beneficiary shall provide the Coordinator with any information and documents required for the preparation of the **final report** and, where appropriate, with copies of all the necessary supporting documents completed, stamped and signed by the legal representative or his deputy by: **September 15, 2021** at the latest.
Copies of the documents should be submitted to the coordinator by post and scanned by an e-mail.
- 8.3. All beneficiaries of the project are obliged to keep all the originals of documents, mainly accountancy and tax records, in a form allowed by their national legislation for 5 years after the project end, or longer if required by a national legislation. The term starts on the day when the final payment is transferred by SAAIC to the Coordinator.

Article 9/ Monitoring and supervision

- 9.1. The Co-beneficiary shall provide, without delay, the Coordinator with any information that the Coordinator may request from him concerning the carrying out of the work programme covered by this contract.
- 9.2. The Co-beneficiary shall make available to the Coordinator any document making it possible to check that the aforementioned work programme is being or has been carried out.
- 9.3. The obligations described in Article II.27 of the Annex I - General Conditions apply to the Coordinator and the Co-beneficiary.

Article 10/ Liability

- 10.1. 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 a serious or intentional negligence of the other party or its personnel.
- 10.2. The Co-beneficiary shall protect SAAIC - Slovak Academic Association for International Cooperation, the Coordinator and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract, to the extent that these damages are not due to a serious or intentional negligence of SAAIC -

Slovak Academic Association for International Cooperation, the Coordinator or their personnel.

Article 11/ Termination of the contract

- 11.1. The Coordinator may terminate the contract if the Co-beneficiary has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to a force majeure, after notification of the Co-beneficiary by registered letter has remained without effect for one month.
- 11.2. The Co-beneficiary shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 12/ Jurisdiction clause

- 12.1. Failing an amicable settlement, the Courts of the Slovak Republic shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
- 12.2. The law applicable to this contract shall be the law of the Slovak Republic.

Article 13/ Visibility of the European Union financial support

- 13.1. Following article II.8 of the General Conditions, beneficiaries are obliged to promote the financial support of the Erasmus + programme of the EU in all communications, promotions, and advertising materials including the webpages and social networks. Instructions for beneficiaries and third parties are accessible on the website:
http://eacea.ec.europa.eu/about-eacea/visual-identity_en

The Co-beneficiary shall be also responsible for publishing of a web link to the project website developed and maintained by the Coordinator on its organizational homepage.

Article 14/ Utilization of IT tools

- 14.1. Coordinator of the project is obliged to utilize the online tool Mobility Tool+ for a record of information on project activities and outputs, and submit the interim and final reports. Therefore, the Co-beneficiary is obliged to deliver all the project documents to the Coordinator in electronic form.
- 14.2. Coordinator of the project is obliged to submit all the project outputs to the Platform of Results of Erasmus+ Projects (<http://ec.europa.eu/erasmus-plus/projects/>). Submission of the project outputs by the final report submission deadline is a precondition for the approval of the project's final report. The Co-beneficiary hereby agrees with the publication of all the project outputs at the Platform.

Article 15/ Amendments or additions to the contract

- 15.1. Amendments to this contract shall be made only by a supplementary written Agreement signed on behalf of each of the parties by the signatories of this contract.

Annexes

ANNEX A. Copy of the Agreement number – **2018-1-SK01-KA203-046330** concluded between the Coordinator and SAAIC - Slovak Academic Association for International Cooperation (in the Slovak language), a legally binding document, including Annexes I, II, III and IV. Annexes I, III and IV are available on the SAAIC website in the Slovak language, link:
http://www.erasmusplus.sk/index.php?sw=53&typ_prj=202&rok_prj=2018

Annexes I, III and IV should be available in national languages on the website of national agencies responsible for the ERASMUS+ Programmes. An English version of these annexes is also attached to this contract, but these has been modified by SAAIC where necessary, based on Slovak legal conditions.

ANNEX B. Template for the grant agreement from the European Commission in English, based on which SAAIC developed the signed Agreement. It can help understanding the Slovak text, if required.

ANNEX I: General Conditions

ANNEX II of the Agreement number – 2018-1-SK01-KA203-046330 includes 2 files:

ANNEX IIa: Submitted project with detailed description of the project activities, expected outputs, timeline, description of the coordinator and partners/beneficiaries, their roles and tasks. Budget calculated in the submitted project was not approved; therefore Annex II b specifies the approved grant and budget.

ANNEX IIb: Approved grant, total estimated budget and the budgets of all beneficiaries of the project

Annex III: Financial and contractual rules

Annex IV: Rates applicable for unit contributions

Produced in two originals in English, one for each party.

For the **Coordinator**,

Ludmila Gajdošová
NISPAcee Executive Director
The legal representative

Signature :



Stamp :

Date :

15.11.2018

Place :

BRATISLAVA

For the **Co-beneficiary**,

Dr. András Láncki Dr. Lívia Pavlík
rector chancellor

The legal representative

Signature :



Stamp :

Date

Place :