

1. sz. melléklet

A BCE kötelezettségvállalásai során alkalmazott Szerződéskísérő Lap tartalma és kitöltési útmutatója

EGIR azonosító:

2016/DE/29

SZERZŐDÉSKÍSÉRŐ LAP

Szerződést kezdeményező szervezeti egység:	Tanárképző és Digitális Tanulási Központ			
Szerződést kezdeményező iktatószáma:				
Szerződés partnere:	IG Metall Vorstand M8316			
Szerződés tárgya:	Level up! Workplace Tutor goes Europe című 2015-1-DE02-KA202-002556 azonosítószámú projekt partnerszerződése			
Szerződés összege:	46.156 EUR	ebből tárgyévi kötelezettség:	ebből tárgyéven túli kötelezettség:	
Szerződés időtartama:	2015.09.01. – 2018.08.31.			
Bevételel/kiadást eredményező szerződés:	Bevétel			
Terhelendő/óvállrást fogadó témaszám:	Level Up! 053068/012			
Megjegyzés:				
Szerződés kötelezettségvállalójának neve, elérhetősége:	Dr. Bodnár Éva			
A szerződést kezdeményező ügyintéző neve, elérhetősége:	Kurucz Orsolya Ágnes, +3630/543-6960			
	Választás:	Név:	Aláírás:	
Kötelezettség vállaló tölti ki!	Szükséges előzetes engedélyek ¹	Dr. Bodnár Éva		
	Közbeszerzési eljárás lefolytatásának szükségessége			Szükséges - Nem szükséges
	Mintaszerződés:			* igen - nem EU Erasmus +
	Megjegyzés:	Név:	Aláírás:	
Jogi Iroda tölti ki!	Jogi ellenjegyzés (nem mintaszerződések esetében)			
Adószakértő tölti ki!	Adószakértői véleményezés			
Pályázati Pénzügyi Iroda/ Bevételi Pénzügyi Iroda/Kiadási Pénzügyi Iroda/Campus gazdasági ügyintéző tölti ki!	Pénzügyi nyilvántartásba vétel	2016/DE/29 * Kovács Eszterrel egyeztetve	Balla Beatrix 2016 AUG. 11 Balla	
Pénzügyi ellenjegyző tölti ki!	Véleményezés	Egyetérték es pénzügyileg ellenjegyzem: Czindéri Gábor		

2016 AUG 11.

¹ Amennyiben előzetes engedély szükséges, úgy a választás oszlopban meg kell adni az engedély megjelölését. Amennyiben nem szükséges semmiféle előzetes engedély, a választás mezőket kihúzással kell megjelölni

PARTNER AGREEMENT

for the ERASMUS+ Key Action 2 Strategic Partnership project

Level up! Workplace Tutor goes Europe

Erasmus+ agreement number: 2015-1-DE02-KA202-002556

(referred to as "the project")

between

IG Metall Vorstand

represented by Dr. Hans-Jürgen Urban, Member of the Executive Board

Wilhelm-Leuschner-Str. 70, 60329 Frankfurt am Main, Germany

in the following referred to as "the coordinator"

and

Corvinus University of Budapest

represented by Prof. Dr. András Láncki, Chancellor

Fovam Ter 8, Budapest 1093, Hungary

in the following referred to as "the partner"

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



The coordinator and the partner have agreed as follows:

Article 1/ Subject of the agreement

- 1.1 The coordinator and the partner agree to implement the **ERASMUS+ co-funded project Level-up! Workplace Tutor goes Europe** ("the project") under the provisions outlined in this agreement and its annexes as well as the conditions laid out by the European Commission and the German National Agencies with regard to the ERASMUS+ programme/ key action 2/ strategic partnerships together.
- 1.2 This agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project.
- 1.3 The subject matter of this agreement and the related work programme are detailed in the annexes, which form an integral part of this agreement and that each party declares to have read and approved.
- 1.4 By signing this agreement, the partner agrees to fulfil its project related tasks and duties self-dependently, under coordination with the coordinator, thoroughly and in a timely manner.
- 1.5 The financial contribution shall depend on the evaluation of the quality and completeness of the results laid out in the grant proposal pursuant to the rules laid out at Community level.

Article 2/ Duration

- 2.1 This agreement enters into force on the date of signature of the latter of the parties participating in the agreement.
- 2.2 The project has a duration of **36 months**. It starts on **01 September 2015** and ends on **31 August 2018** (all dates inclusive).
- 2.3 The period of eligibility of costs starts on **01 September 2015** and finishes on **31 August 2018**.

Article 3/ Maximum amount of partner funding

- 3.1 The funding assigned to the partner shall be of a maximum amount of **EUR 46.156,00 €** (including all taxes and duties) and shall take the form of unit contributions and reimbursement of eligible costs actually incurred. The details of the budget have been outlined in Annex I to this agreement.

- 3.2 In order to be eligible, all costs must follow the financial rules put in place by the European Commission and the National Agency for ERASMUS+/ Key Action 2/ Strategic Partnerships.
- 3.3 The final financial contribution to the costs of the partner shall depend on the evaluation of the quality of the results of the project and the quality of the individual partner contribution, but shall, under no circumstances, give rise to a profit.
- 3.4 All budget transfers within the partner budget are subject to approval by the coordinator.

Article 4/ General obligations and roles

Partner and coordinator shall:

- 4.1 be jointly and individually responsible for carrying out the project in accordance with the terms and conditions of the agreement and its annexes;
- 4.2 be responsible for complying with any legal obligations incumbent on them jointly or individually.

Article 5/ Obligations of the Coordinator

The coordinator shall:

- 5.1 take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this agreement and in its annexes, in accordance with the objectives of the project as set out in the agreement concluded between the ERASMUS+ programme National Agency and the coordinator;
- 5.2 notify the partner about any relevant amendment made to the project agreement concluded with the National Agency;
- 5.3 define in conjunction with the partner the role and rights and obligations of the two parties;
- 5.4 comply with all the provisions of the project agreement binding the coordinator to the National Agency;
- 5.5 monitor that the project is implemented in accordance with the agreement between coordinator and National Agency;
- 5.6 be the intermediary for all communications between the partner and the National Agency;
- 5.7 ensure that all the appropriate payments are made to the partner without unjustified delay;
- 5.8 provide the partner with the necessary information and templates in order to comply with the reporting requirements laid out in this agreement and specified in the annexes.

Article 6/ Obligations of the Partner

The partner shall:

- 6.1 take all the steps necessary to prepare for, perform, as well as correctly and timely manage the work programme set out in this agreement and in its annexes, in accordance with the objectives

of the project as set out in the project agreement concluded between the National Agency and the coordinator;

- 6.2 comply with all the provisions of the project agreement binding the coordinator to the National Agency;
- 6.3 communicate to the coordinator any information or document required by the latter that is necessary for the management of the project;
- 6.4 accept responsibility for and assure correctness of all information communicated to the coordinator in accordance with the provisions in this agreement and its annexes;
- 6.5 define in conjunction with the coordinator the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights;
- 6.6 inform the coordinator immediately of any change likely to affect or delay the implementation of the project of which the partner is aware;
- 6.7 inform the coordinator immediately of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
- 6.8 submit in due time to the coordinator:
 - (i) the data needed to draw up the reports, financial statements and other documents provided for in the agreement and its annexes;
 - (ii) all the necessary documents in the event of audits, checks, evaluation and monitoring in accordance with the partner handbook and within a timeframe of up to 5 years after the final balance payment has been received;
 - (iii) any other information to be provided to the National Agency according to the agreement, except where the agreement allows that such information is submitted directly by the partner to the National Agency.

Article 7/ Reporting, Funding and Payments

First instalment

- 7.1 The first instalment is intended to provide the partner with a float. Within 30 days following the entry into force of this agreement but at the earliest after the coordinator has received the first instalment from the National Agency, the coordinator shall pay the partner 40% of the maximum funding the partner is entitled to in the framework of this project.

Progress/interim reports and second instalment

- 7.2 After nine months of the overall project duration, the coordinator shall submit a **first progress report** to the National Agency. The partner shall contribute to this report with any information and document required for the preparation of the report and, where appropriate, with copies of all the necessary supporting documents based on the instructions provided by the coordinator and **at the latest 10 days before submission of the report to the National Agency.**

- 7.3 Within 30 days after half of the overall project duration, the coordinator shall submit an **interim report** to the National Agency. The partner shall contribute to this report with any information and document required for the preparation of the report and, where appropriate, with copies of all the necessary supporting documents based on the instructions provided by the coordinator **within 10 days after half of the overall project duration.**
- 7.4 If less than 70% of the first project instalment paid by the National Agency to the coordinator have been used by the project consortium, a **second interim report** needs to be filed as soon as this amount has been spent by the consortium. The coordinator must submit this report in a timely manner to the National Agency. The partner shall contribute to this report with any information and document required for the preparation of the report and, where appropriate, with copies of all the necessary supporting documents based on the instructions provided by the coordinator and **at the deadline provided by the coordinator.**
- 7.5 A second instalment of up to 40% of the maximum funding the partner is entitled to shall be paid by the coordinator to the partner within 30 days after the second instalment has been received by the coordinator from the National Agency. This second instalment is based on the precondition that the partner has spent at least 70% of the first instalment received and the overall project consortium is able to demonstrate that at least 70% of the first instalment received from the National Agency has been spent by the consortium.

Final report and payment of final balance

- 7.6 Within 60 days after the end of the overall project duration, the coordinator submits a **final report** to the National Agency. The partner shall contribute to this report with any information and document required for the preparation of the report and, where appropriate, with copies of all the necessary supporting documents based on the instructions provided by the coordinator and **within 20 days after the end of the overall project duration.**
- 7.7 The partner shall certify that the information provided in the final financial report is full, reliable and true. It shall also certify that the costs incurred can be considered eligible in accordance with the financial reporting guidelines outlined in the partner handbook and in the funding rules laid out in the project agreement between coordinator and National Agency and any further funding rules put in place by the European Commission or the National Agency with regard to the realisation of the project and that the reported costs are substantiated by adequate supporting documents that can be provided in the context of further checks or audits.
- 7.8 The payment of the balance is intended to reimburse or cover costs incurred and properly reported by the partner for the project implementation. The final payment can be adapted to take into account revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure. The transfer shall be made within 30 days after the final instalment has been received by the coordinator from the National Agency. Where the total amount of earlier payments is greater than the final amount of the partner grant determined, the payment of the balance may take the form of a recovery to be reimbursed by the partner within 30 days after receiving notice of the final partner grant to the coordinator.

- 7.9 All payments shall be regarded as advances pending explicit approval by the National Agency of the final report, the corresponding cost statements and the quality of the results of the project. Any payment made to the **partner** by the **coordinator** that is not documented through the necessary proofs in the report must be reimbursed to the **coordinator** upon request.

Non-submission of partner contributions

- 7.10 Where the partner has failed to submit project contributions (products, reports, proofs, etc.), the coordinator reserves the right to terminate the agreement, reduce the costs claimed by the partner and request the reimbursement of the full amount of the pre-financing payments.

Accounting and provision of supporting documents

- 7.11 The partner agrees to keep all supporting documents related to the project for a period of least 5 years after the final balance has been transferred. The partner shall grant the NA, the Commission as well as any person or body mandated by them a full right of access to all documents concerning the implementation of the project, its results and the use of the grant in accordance with the terms and conditions laid out in the grant agreement between National Agency and coordinator.
- 7.12 The partner sets up for the project a separate cost unit, cost centre or expense account in order to record project expenditures. The partner provides this record on request to the coordinator for checks and audits on the grant.

Article 8/ Bank account for payments

All payments shall be made to the partner's bank account as indicated below:

Name of Bank:	Magyar Allamkincstar
Address of branch:	71 Váci ut. 1139 Budapest
Precise denomination of the account holder:	Budapesti Corvinus Egyetem
BIC:	HUST HUH B
IBAN code:	HU15 10004885 10008016 19305437

Article 9/ Communication details of partner and co-ordinator

Any communication relevant for this agreement shall be sent to the partner resp. the coordinator at the following address. For the partner:

Full name of the contact person:	Dr. Eva Bodnar, Orsolya Kurucz
Function:	Supervisor, project coordinator
Name of the entity:	Corvinus University Budapest
Full official address:	Fovam Ter 8, Budapest 1093, Hungary
E-mail address:	orsolya.kurucz@uni-corvinus.hu

For the coordinator:

Full name of the contact person:	Hanna Schrankel
Function:	Project manager
Name of the entity:	IG Metall Vorstand
Full official address:	Wilhelm-Leuschner-Str. 79, 60329 Frankfurt am Main, Germany
E-mail address:	Hanna.schrankel@gmail.com

Article 10/ Monitoring and supervision

- 10.1 The partner shall provide the coordinator without delay with any information that the latter may request from him concerning the carrying out of the work programme covered by this contract.
- 10.2 The partner shall make available to the coordinator any document making it possible to check that the aforementioned work programme is being or has been carried out.

Article 11/ Protection of safety of participants

- 11.1 The partner shall have in place effective procedures and arrangements to provide for the safety and protection of any kind of participants participating in project-related activities organised by the partner.
- 11.2 The partner shall ensure that insurance coverage is provided by participants involved in transnational mobility activities.

Article 12/ Liability

- 12.1 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.
- 12.2 The partner shall protect the National Agency, the coordinator and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract, to the extent that these damages are not due to the serious or intentional negligence of the National Agency, the coordinator or their personnel.

Article 13/ Termination of the agreement

- 13.1 The coordinator may terminate the contract if the partner has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to *force majeure*, after notification of the partner by registered letter has remained without effect for two weeks.
- 13.2 The partner shall immediately notify the coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 14/ Applicable law and settlement of disputes

- 14.1 The agreement is governed by German law.
- 14.2 Failing amicable settlement, the Courts of Frankfurt am Main shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.

Article 15/ Additional provision on use and visibility of results

- 15.1 All education material produced under the scope of the project shall be made available through the internet, free of charge and under open licenses.
- 15.2 Any communication or publication related to the project, made by partner and coordinator jointly or individually, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), shall indicate that the project has received funding from the European Union and shall display the European Union emblem http://ec.europa.eu/dgs/education_culture/publ/graphics/identity_en.htm and http://ec.europa.eu/dgs/communication/services/visual_identity/pdf/use-emblem_en.pdf. When displayed in association with another logo, the European Union emblem must have appropriate prominence.

Article 16/ Additional provisions on subcontracting

- 16.1 The partner must not subcontract any activities funded from the budget category "Intellectual outputs".
- 16.2 All subcontracts to be claimed under the "exceptional costs" budget heading by the partner shall be subject to prior approval by the coordinator.

Article 17/ Amendments or additions to the contract

Amendments to this contract shall be made only by supplementary agreement signed on behalf of each of the parties by the signatories to this contract.

Annexes:

Annex I Instalment / payment plan

For the coordinator,

The legal representative
Dr. Hans-Jürgen Urban, Member of the
Executive Board

For the partner,

The legal representative
Prof. Dr. András Láncozi, Chancellor
Dr. Ágnes Pavlik



IG Metall Vorstand
Wilhelm-Leuschner-Str. 79
60329 Frankfurt

 

