



Lifelong
Learning
Programme



LIFELONG LEARNING PROGRAMME
TRANSFER OF INNOVATION, MULTILATERAL PROJECTS, LEONARDO DA VINCI
LIFELONG LEARNING PROGRAMME¹
AGREEMENT n° DE/13/LLP-LdV/TOI/147625 / 2013-1-DE2-LEO05-15842

CONTRACT BETWEEN THE CONTRACTOR AND THE PARTNER ²

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:

Geschäftsstelle für EU-Projekte und berufliche Qualifizierung der Bezirksregierung
Düsseldorf (GEB)
Am Bonnhof 35
40474 Düsseldorf
Germany

hereafter named "the Contractor", represented by
Veronika Schlotmann, Hauptdezernentin Dezernat 45

on the one hand

and

«Datensatz überspringen wenn...»
«Institution»
«legal_address»
«post_code» «city»
«country»

hereafter named "the Partner", represented by

«name», «surname», «position» «department»

on the other hand,

Which have agreed as follows:

¹ 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, published in the Official Journal of the EU N°L327/45 on 24/11/2006.

² 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° DE/13/LLP-LdV/TOI/147625 / 2013-1-DE2-LEO05-15842 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° DE/13/LLP-LdV/TOI/147625 / 2013-1-DE2-LEO05-15842, all financing combined, is estimated at **339.955,05 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 **253.528,83 EUR**.
4. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° DE/13/LLP-LdV/TOI/147625 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° DE/13/LLP-LdV/TOI/147625 under the Agreement n° DE/13/LLP-LdV/TOI/147625 / 2013-1-DE2-LEO05-15842 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 **24** months. It starts **01.10.2013** and ends on **30.09.2015**.
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 **01.10.2013** and finishes on **30.09.2015**.

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° DE/13/LLP-LdV/TOI/147625 / 2013-1-DE2-LEO05-15842 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° DE/13/LLP-LdV/TOI/147625 / 2013-1-DE2-LEO05-15842 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°DE/13/LLP-LdV/TOI/147625 / 2013-1-DE2-LEO05-15842 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° DE/13/LLP-LdV/TOI/147625 / 2013-1-DE2-LEO05-15842 concluded between the **National Agency** and the **Contractor**;
2. to comply with all the provisions of Agreement n° DE/13/LLP-LdV/TOI/147625 / 2013-1-DE2-LEO05-15842 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 «**Budget**» EUR (including all taxes and duties).
2. The Leonardo da Vinci contribution for the Partner shall be a maximum amount of «**EUMittel**» EUR.

Article 6/Co-financing

The Partner's financial contribution to the project amounts to «**Eigenmittel**» 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: «M_1_payment» EUR
2nd payment: «M_2_payment» EUR
3d payment: «M_3_payment» EUR
final payment: «last_payment» 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 X to the Agreement n° DE/13/LLP-LdV/TOI/147625 / 2013-1-DE2-LEO05-15842 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 of the partner

«Bank»
«address»
«postcode» «city1»
«country»
Swift/Bic: «swiftBIC»
IBAN: «IBAN»

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 31.08.2014* 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 30.09.2015* 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 XIX of the agreement n° DE/13/LLP-LdV/TOI/147625 / 2013-1-DE2-LEO05-15842 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 **Düsseldorf** 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 **Germany**.

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

ANNEX A: Estimated eligible budget of the action for webLab

ANNEX B: List of partners

ANNEX C: description of the Partner's tasks and breakdown of the LEONARDO DA VINCI allocation.

ANNEX D: detailed budget relating to the activities of the Partner (costs associated with the activities and sources of financing).

ANNEX E: Description of the action (as approved from the project application form)

ANNEX F: Time line

ANNEX G: Guidelines for Administrative and Financial Management and Reporting (Handbook)

Done at Düsseldorf, in two copies.

For the **Contractor**,

The legal representative
«surname» «name»
«position» «department»

[signature]

[date]

For the **Partner**,

The legal representative
Veronika Schlotmann,
Hauptdezernentin Dez. 45

[signature]

[date]