



Erasmus+



ŠVIETIMO MAINŲ PARAMOS FONDAS

**Erasmus+ KA2 Cooperation for Innovation and the Exchange of Good Practices  
KA202 Strategic Partnerships for Vocational Education and Training “Platform for self-  
assessment and development of teaching competence of VET teachers a trainers”  
2018-1-LT01-KA202-047053**

**AGREEMENT BETWEEN THE COORDINATOR AND THE PARTNER**

**2018-1-LT01-KA202-047053\_2**

This agreement, drawn up under the Union programme for cooperation for innovation and exchange of good practices

**VšĮ Elektrėnų profesinio rengimo centras, Rungos g. 18, LT-26109 Elektrėnai,  
Lithuania**

hereafter named "the **Coordinator**", represented by

**dr. Silva Lengvinienė, Director**

on the one hand and

***Federazione CNOS-FAP,  
Via Apia Antica 78  
00179 Roma (Italy)***

hereafter named "the **Partner**", represented by

***Luigi Enrico Peretti, Executive Director***

on the other hand,

which have agreed as follows:

The Coordinator is legally enforced to represent Partners on behalf of the Project as according to the Mandates given in Annex to the Agreement;

## Article 1 - Subject

1. Having regard to the provisions of Erasmus+ KA2 Cooperation for Innovation and Change the Exchange of Good Practices KA202 Strategic Partnerships for Vocational Education and Training to the Project "**Platform for self-assessment and development of the teaching competence for VET teachers and trainers**" the Coordinator and the Partner commit themselves to carrying out this agreement.

This comes under the Agreement **2018-1-LT01-KA202-047053** concluded between the Coordinator and the National Agency.

2. All financing is estimated at maximum **263 450 EUR** (including all taxes and duties).
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° **2018-1-LT01-KA202-047053** 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.
4. This agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project n°**2018-1-LT01-KA202-047053** under the Agreement n° **2018-1-LT01-KA202-047053** passed between the National Agency and the Coordinator.

## Article 2 - Duration

1. The project referred to in Article 1 has a duration of 24 month. It starts on the **01. October 2018** and ends on **30. September 2020**.
2. This agreement enters into force on the date of signature by the last of both participating parties to the agreement and terminates at the moment of payment of the balance of the agreement, as mentioned in Article 6.1
3. The period of eligibility of the costs starts on the **01/10/2018** and finishes on **30/09/2020**.

## Article 3 - Obligations of the Coordinator

The Coordinator shall undertake:

1. to 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 National Agency and the Coordinator;
2. to notify and provide the Partner with any amendment made to the Agreement n° **2018-1-LT01-KA202-047053** concluded with the National Agency;

3. 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;
  4. to comply with all the provisions of Agreement n° **2018-1-LT01-KA202-047053** binding the Coordinator to the National Agency.
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#### **Article 4 - Obligations of the Partner**

The Partner shall undertake:

1. to take all the steps necessary to perform and fulfil, promptly, actively and on time, all of its obligations under the Agreement and in its annexes, in accordance with the objectives of the project as set out in the Agreement n° **2018-1-LT01-KA202-047053** concluded between the National Agency and the Coordinator;
2. to comply with all the provisions of Agreement n° **2018-1-LT01-KA202-047053** binding the Coordinator to the National Agency;
3. to notify the Coordinator promptly of any significant delay in performance and take the necessary measures to remedy the situation;
4. to communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project;
5. to accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
6. 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.
7. to observe the financial rules according to the Project Handbook  
[http://www.na-bibb.de/fileadmin/user\\_upload/Dokumente/LDV/itp/df/toi\\_project\\_handbook.pdf](http://www.na-bibb.de/fileadmin/user_upload/Dokumente/LDV/itp/df/toi_project_handbook.pdf)
8. In case that the Partner does not provide the Coordinator with the agreement dual deliverables or provides them late or provides non compliant deliverables with no sufficient justification, the Coordinator may take the necessary actions in the following order:
  - a. provide a warning to the concerned partner by notifying a specific period of remedy;
  - b. reallocate the work to other partners and to reduce budget to the specific Partner if no sufficient remedy to the requested claim was delivered within the time period indicated by the agreement or exclude the Partner from the project

## Article 5 - Financing

1. The total expenditure to be committed by the Partner for the period covered by this agreement amounts to **41 630 EUR** (including all taxes and duties).
2. The Partner has to provide the Coordinator with the request for the pre-payment. The Coordinator shall make the payment in accordance with the pre-payment received from the National Agency.

## Article 6- Payments

1. The Coordinator commits himself to carrying out payments relating to the subject matter of this agreement the Partner according to the achievement of the tasks and according to the following schedule:  
1st payment: 40% after the Agreement or receives the first pre-financing from the National Agency.  
2nd payment: 40% after the approval of the Interim Report by the National Agency (if 70% of the 1st payment has been spent)  
3rd payment 20% on receipt and acceptance of the final report and not later than 30 days after the third rate will have been paid by the European Commission
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 Erasmus+ financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the Coordinator in order for the Coordinator to be able to fulfil the Agreement n° **2018-1-LT01-KA202-047053** passed between the National Agency and the Coordinator.
4. The final payment as mentioned in Article 6.1 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 7 - Bank account

<b>BANK NAME</b>	<b>BANCA PROSSIMA</b>
<b>BRANCH ADDRESS</b>	<b>PIAZZA PAOLO FERRARI 10</b>
<b>TOWN/CITY</b>	<b>MILANO</b>
<b>POST CODE</b>	<b>20121</b>

COUNTRY	ITALY
IBAN	IT45 S033 5901 6001 0000 0114 821
BIC/SWIFT CODE	BCITITMX
REFERENCE	CENTRO NAZIONALE OPERE SALESIANE FORMAZIONE AGGIORNAMENTO PROFESSIONALE

#### Article 8 - Reports

1. The Partner shall provide the Coordinator 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 **MAY30<sup>th</sup>, 2019** at the latest.
2. The Partner shall provide the **Coordinator** 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 **October 28<sup>th</sup>, 2020** at the latest.

#### Article 9 - Monitoring and supervision

1. The Partner shall provide without delay the **Coordinator** with any information that the latter may request from him concerning the carrying out of the work programme covered by this agreement.
2. The Partner shall make available to the **20181-1-LT01-KA202-047053 Coordinator** any document making it possible to check that the aforementioned work programme is being or has been carried out.
3. In the event of financial and/or operational auditing by the National Agency, the European Commission, the Court of Auditors or any other authorised person, the Partner shall cooperate with the Coordinator in order to present all information needed, or shall cooperate with him in the process of monitoring (at visits or document controlling) during the whole agreementing period and in the subsequent 5 years.

#### Article 10 - Liability

1. Each agreementing 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 Coordinator and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this agreement, 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 11 - Termination of the agreement

1. The **20181-1-LT01-KA202-047053** Coordinator may terminate the agreement if the Partner has inadequately discharged or failed to discharge any of the agreemental 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 Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this agreement.

## Article 12 - Jurisdiction clause

1. Failing amicable settlement, the Courts of Lithuania shall have sole competence to rule on any dispute between the agreementing parties in respect of this agreement.
2. The law applicable to this agreement shall be the law of Lithuania.

## Article 13 - Amendments or additions to the agreement

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

Done at

in two copies

Elektrėnai,

Roma, 01-10-2018

For the **Coordinator**,

For the **Partner**

