

PARTNERSHIP CONTRACT

TC4PI TEACHER COMPETENCES FOR PLURILINGUAL INTEGRATION

526596-LLP-1-2012-1-ES-COMENIUS-CMP

This contract is made and entered into by and between:

CENTRO DE FORMACIÓN DEL PROFESORADO EN IDIOMAS
with registered office at **Valladolid, in Spain**

C/ Albéniz 1- 47006

VALLADOLID / SPAIN

represented by **María Jesús Vallejo** - in his/her capacity of CFPI
hereinafter referred to as **Head of Co-ordinator Institution** ,

A n d

Województwo Śląskie ,

with registered office at **Katowice, ul. Ligonia 46, POLAND**

represented by **Zarząd Województwa Śląskiego** in the persons of:

.....

.....,

The body which has the jurisdiction over

REGIONALNY OŚRODEK DOSKONALENIA NAUCZYCIELI "WOM"

with registered office at **Poland, ul. Komorowicka 48, Bielsko-Biała, Poland** represented by **Mr. Władysław Masior** - in his capacity of Head,
hereinafter referred to as **Co-beneficiary**

The present Contract presents 4 Annexes: A, B, C and D.

ANNEX A: a copy of grant agreement and its annexes



- ANNEX B: a copy of the project description: work plan/ work packages.
ANNEX C: estimated and eligible budget for the project Co-beneficiaries
ANNEX D: reporting time table and report forms

The Co-ordinator and the Co-beneficiary have agreed to define their rights and obligations with respect to carrying out specific tasks relating to the implementation of the international cooperation project TC4PI name of the project **TEACHER COMPETENCES FOR PLURILINGUAL INTEGRATION** approved for financial support by the European Commission, for which Grant Agreement No **2012 3770 / 001-001** has been issued and signed between the Co-ordinator and the Commission.

The following is hereby agreed between the Co-ordinator and the Co-beneficiary

I. Definitions

I.1 For the purposes of the present Contract hereinafter:

2

I.1.1 The international cooperation project TC4PI **name of the project TEACHER COMPETENCES FOR PLURILINGUAL INTEGRATION** shall be referred to as **the Project**;

I.1.2 **The European Commission** shall be referred to as **the Commission**;

I.1.3 **The Grant Agreement No 2012 3770 / 001-001** shall be referred to as **the Grant Agreement**;

I.1.4 The present **Partnership Contract** shall be referred to as **the Contract**.

I.1.5 Whenever the Grant Agreement and/or the Contract are referred to that includes also their annexes and amendments, even though they might not be particularly mentioned.

I.1.6 Whenever mentioned each annex of the Grant Agreement shall be explicitly referred to as **Annex of the Grant Agreement** (with the respective



letter) in distinction to the annexes of the present Contract.

I.1.7 The annexes of the present Contract shall be referred to as **Annex** (with the respective letter). If no additional reference is made after mentioning of an annex, it shall be considered as reference to an annex of the present Contract.

I.1.8 **The Project parties** are the institutions listed in the Contract Report form (Annex V of the Grant Agreement).

II. Subject of the present Contract

II.1. On the basis of the present Contract the Co-ordinator and the Co-beneficiary shall contribute to the achievement of the requirements of the EC Contract together with the other parties (Partners and Subcontractors) performing the EC Contract in accordance with the terms and conditions as stated in the present Contract.

II.2. The Co-ordinator and the Co-beneficiary shall be bound by the relevant terms and conditions of the Grant Agreement (Annex A) and its further amendments that would constitute integral parts of the present Contract as its annexes.

3

III.3. The project activities, specified in the Annex B: The Work plan of the Project, shall be carried out during the period: **01.10.2012 -30.09.2015**

III. Duration

III.1 The project has duration of **36** months. It starts on **01-10-2012** and ends on **30-09-2015**.

The present Contract shall enter into force on the date when the last party signs.

III.2 The present Contract shall be implemented according to the Contractual Timetable (Annex B) and shall continue in full force and effect until complete discharge of all obligations undertaken by the Parties under the Grant Agreement and under this Contract, as well as any amendment or extension thereof. The present Contract shall have effect for a period of five years after the date of payment of the balance specified in Article I.5 of the Grant



Agreement to ensure the proper execution of Co-ordinator's obligations undertaken by the Grant Agreement.

III.3 The project activities, specified in the Annex B: The Work package of the Project, shall be carried out during the period: **01.10.2012 -30.09.2015**

IV. Obligations of the Co-ordinator and the Co-beneficiary

IV.1. The Co-ordinator and the Co-beneficiary shall perform and complete their share of the work and obligations as described in the Work plan of the Project, Annex B of this Contract.

IV.2. The parties to the present Contract shall carry out the work using their best endeavors to achieve the results specified therein and in the Grant Agreement and shall carry out all of their responsibilities under the present Contract in accordance with recognized professional standards.

IV.3 The co-ordinator shall:

- a) have full responsibility for ensuring that the action is implemented in accordance with the agreement;
- b) be the intermediary for all communication between the co-beneficiaries and the Agency in accordance with Article I.8. Any claims that the Agency might have in respect of the agreement shall be addressed to, and answered by, the co-ordinator, save where specifically stated otherwise in the agreement;
- c) Be responsible for supplying all documents and information to the Agency which may be required under the agreement, in particular in relation to the requests for payment. The co-ordinator shall not delegate any part of this task to the co-beneficiaries or to any other party. Where information from the co-beneficiaries is required, the co-ordinator shall be responsible for obtaining and verifying this information and for passing it on to the Agency.
- d) inform the co-beneficiaries and the Agency of any event of

4



which the co-ordinator is aware that is liable to substantially affect the implementation of the action;

- e) inform the Agency of transfers between headings of eligible costs ,as provided in Article I.4.4;
- f) make the appropriate arrangements for providing the financial guarantee when requested, under the provisions of Article I.5;
- g) establish the payment requests on behalf of the beneficiaries in accordance with the agreement, the estimated eligible costs as foreseen in Annex II, and the actual costs incurred. All payments by the Agency are made to the bank account(s) referred to in paragraph I of Article I.7;
- h) as sole recipient of payments on behalf of all of the co-beneficiaries ensure that all the appropriate payments are made to the co-beneficiaries without unjustified delay in accordance with the third paragraph of Article I.7 and shall, with the reports submitted in accordance with Article I.6 and at any time upon request of the Agency, inform the Agency of the distribution of the European Union financial contribution between the beneficiaries and of the date of transfer;
- i) be responsible, in the event of audits, checks or evaluations, as described in Articles II.19 and II.6, for providing all the necessary documents, including the accounts of the co-beneficiaries, the accounting documents and signed copies of sub-contracts, if any have been concluded by the beneficiaries in accordance with Article II.9;

5

IV.5 The Co-beneficiary shall:

- a) carry out the work in such a way that no act or omission in relation there to shall constitute, cause, or contribute to any breach or non-compliance by the Co-ordinator or by any Co-beneficiary or Sub co-ordinator of any of their respective obligations under the Grant



Agreement.

- b) The Co-beneficiary shall bear responsibility if, through its commission or omission, it has caused damages to the Co-ordinator, including cases where as a result thereof the Co-ordinator has failed to fulfill its obligations under the Grant Agreement, and/or it is held responsible for damages caused to the Commission, or to third parties, owing to non-fulfillment or inadequate fulfillment of obligations.
- c) Impose the same contractual conditions on any consultants that the Co-beneficiary engages in the Project for the undertaking of the work;
- d) provide the personnel, facilities, equipment and material necessary to be able to perform and complete the Partner's share of the work under this Contract.
- e) forward to the co-ordinator the data needed to draw up the reports, financial statements and other documents for in the agreement including its Annexes;
- f) ensure that all information to be provided to the Agency is sent via the co-ordinator, save where the agreement specifically stipulates otherwise;
- g) inform the co-ordinator immediately of any event liable to substantially affect or delay the ementanon of the action of which they are aware;
- h) inform the co-ordinator of any modification of their individual budget;
- i) provide the co-ordinator with all the necessary documents in the event described in Articles II.19 and II.6, including signed copies of sub-contracts, if any have been concluded in accordance with Article II.9;

6

The Co-beneficary shall be liable if through the delay in performing the



respective activities, it has caused damages to the Co-ordinator or to other Co-beneficiary. The Co-ordinator shall have the right to give compulsory instructions and to recommend appropriate measures to ensure compliance with the envisaged timetable and activities according to the Annex I: Work package of the Project and timescales stipulated by the Grant Agreement.

IV.6 The co-ordinator and the co-beneficiary shall agree upon between themselves for the proper performance of the action, including the establishment and maintenance of an estimated budget of costs.

IV. Allocation of Funds

V.1. The maximum financial contribution by the Partner to the Project during the Contract period shall be **37.996 Euro**, in accordance with the financial provisions set out in **Annex C**.

This sum comprises the maximum amount of the Co-beneficiary's participation in the Project budget and includes financing by the Co-ordinator and participation of the Co-beneficiary with its own funds.

V.2 The maximum financial contribution from the Co-ordinator's grant to the Project funding set out in Article V.1 shall be **28.117 Euro** (taxes Included), which constitutes the 74% of of the total Co-beneficiary's expenses for the implementation of the project. The financial contribution from the Co-ordinator's grant for the Co-beneficiary shall be in proportion to the Co-beneficiary's own participation in the Project costs, and may in no way exceed 74% of the total amount of eligible expenses.

V.3 The Co-beneficiary's institutional contribution shall not be lower than 26 % of the total Co-beneficiary's expenses for the implementation of the Project. Should the actual eligible expenses made by the Co-beneficiary be lower than the contribution stipulated above, the percentage funding will be applied to the Co-beneficiary's real total expenditure.

Contributions in kind shall not count as actual expenditure by the Co-beneficiary and shall not constitute eligible costs.



V.4. The allocation of Project funding to the Co-beneficiary is subject to receipt by the Co-ordinator of the respective Project funding from the Commission in accordance with the provisions of the Grant Agreement.

In the event that the Co-ordinator has not received any part of the funding agreed with the Commission, irrespective of the reason, unless through willful unconscionable actions undertaken by the Co-ordinator, the Co-ordinator shall be relieved from obligation to provide to the Co-beneficiary the respective due portion of the funding, without this committing the Co-ordinator in any manner whatsoever.

VI. Record Keeping and Reporting

VI.1. The Co-ordinator and the Co-beneficiary shall be bound by the obligations set and instructions given for the Declaration of Expenses in Annex D following the instruction *Guidelines for administrative and financial management and reporting handbook* provided by the Commission in EC Contract (Annex A).

VI.2. The Co-beneficiary shall submit to the Co-ordinator the required documents, including reports, statements, and any other information to be handed over to the Commission, in strict compliance with the form and content required according to the Grant Agreement and its Annexes and the present Contract.

VI.3. The Co-beneficiary shall keep a record of any expenditure incurred under the Project and all proofs and related documents for five years after the end of the period covered by the present Contract.

VI.4. The Co-beneficiary is required to present to the Co-ordinator:

VI.4.1. Regular Reporting statements of the real and total expenditure of the work undertaken during the report period (as per Annex D);

VI.4.2. Regular Narrative reports on the course of development of the Project activities undertaken by the Co-beneficiary in the reporting period in accordance with the Work plan of the Project (as per Annex B and Annex D).

VI.5 The Reporting statements of expenditure shall be made in Euro and in the Co-beneficiary's local currency (if different from Euro). Any conversion of actual costs into Euro shall be made at the daily rate published in the Official Journal of the European Union or, failing that, at the monthly accounting rate established by the Commission and published on its website applicable on the day when the payment took place. The conversion rates used by the Co-beneficiary in the Reporting statements shall be proved by relevant evidence(s), which shall be submitted together with the Reporting statement.

VI.6. Each Reporting statement and Narrative report shall be submitted by e-mail according to the reporting period as it is stipulated in Annex D of the present Contract.

In addition to that, The Co-beneficiary shall send the Co-ordinator by post printed Reporting statement and Narrative report, signed by the legally authorized person of the Co-beneficiary and supplied with copies of the evidencing accounting document, valid under the national law of the Co-beneficiary.

9

VI.7. All copies of invoices and other supporting financial and accounting documents provided to the Co-ordinator must be dated and certified as true and exact by the legally authorized person of the Co-beneficiary. The Co-ordinator may reject any item of expenditure which cannot be justified in accordance with the rules set out by the Commission and the Grant Agreement.

VI.8. The Co-ordinator shall provide the Co-beneficiary with the appropriate forms for elaboration of the Reporting statement and Narrative report and the respective instructions for their fill out (Annex D).

VI.9. In addition to the requirements of Articles VI.3–VI.6 the Co-beneficiary shall submit to the Co-ordinator **not later than 01-03-2014** a Progress report on the Project activities, comprising of: Declaration of Expenditure and Description of Project Activities, Products and Results for the purposes of elaboration of the general Progress report due to the Commission in accordance to the Grant Agreement.



VI.10. The Final Technical implementation Report and financial statements covering the entire period of the action: within **15 days** following the closing date of the action **30.09.2015**.

VI.11. The Co-beneficiary agrees to supply to the Co-ordinator at any time when requested by the Co-ordinator, within 5 working days of written notification, all the detailed information and/or documents that the latter finds necessary to ask for concerning the implementation of the Project activities, proper implementation of the provisions of the Grant Agreement and the present Contract.

VI.12. Upon request the Co-beneficiary shall make available any documentation on Project finance and activities required by the Co-ordinator.

VII. Schedule of Payment

VII.1 The Co-ordinator shall reimburse the Co-beneficiary for the Project work completed satisfactorily according to the description and schedule of this work as per Annex B of the present Contract.

10

VII.2. The LLP co-funding share will be transferred by the Co-ordinator in the steps according to the scheme of payment as per Annex C of the present Contract after the respective outcomes have been handed in, have been evaluated and found satisfactory.

Payments shall be made within 30 days working days after receiving and approval by the Co-ordinator of each Reporting statement and Narrative report from the Co-beneficiary.

VII.3. The cumulative total of the pre-financing payments to the Co-beneficiary shall not exceed **74%** of the maximum financial contribution from the Commission's grant to the Co-beneficiary's Project budget as stipulated Annex C: Estimated and eligible budget for the project Co-beneficiaries

VII.4. A payment representing the balance owed by the Co-ordinator to the Co-beneficiary, corresponding to the total eligible Co-beneficiary's expenses for the implementation of the project, less the installments already paid, shall

be made to the Co-beneficiary within thirty (30) days following the Commission's payment of the balance of the grant determined in accordance to Article II.17 of the Grant Agreement (final payment).

VII.5. The cumulative total of all payments to the Co-beneficiary shall not exceed the maximum financial contribution from the Commission's grant to the funding for the Project implementation by the Co-beneficiary, stipulated in Article V.2 above and the Annex C.

VII.6. The Co-ordinator shall make the payments stipulated above to the Co-beneficiary in Euro. Any conversion of the Co-beneficiary's costs into Euro shall be made in accordance to the provisions of Article VI.5 above.

VII.7. Each party to the Contract shall carry its banking expenses incurred in fulfillment of this Contract and payable to the servicing banks of the respective party.

VII.8. If the Co-ordinator decides to cut back on the payment of **the 4th money transfer** because of the submission of ineligible progress report, this wage cut will be reflected to the correspondent Co-beneficiary's payment.

11

VII.9. In case of delay in the payment the Co-beneficiary can ask the Co-ordinator to pay the current bank interest on the waited amount.
Payment to the Partner by the Contractor shall be made according to the schedule in Annex C.

VIII. Banking Details

The Project funds to be paid to the Co-beneficiary shall be paid into the Co-beneficiary's institutional account in accordance with the banking details provided as follows.

Beneficiary Name	Urząd Marszałkowski Województwa Śląskiego w Katowii
Bank Nameeach, Wydział Edukacji i Nauki	40-037 Katowice ul. J. Ligonii 46 POLAND
Account	PL 54 1560 1111 0000 9070 0003 5178

Number with IBAN	
Swift Code	GBGCPLPK

IX – Ownership / Use of the results

IX.1. Unless stipulated otherwise in this agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it shall be vested in the Co-beneficiary.

IX.2. Without prejudice to paragraph I, the Co-beneficiary grant, the Agency and the Commission the right to make free use of results of the action as it deems fit, provided it does not thereby breach their confidentiality obligations or existing industrial and intellectual property rights.

IX.3. Collective products in tangible form, like manuals, CD-ROMs, online data, as the authorised result of the project work may be disseminated and translated into the respective partner's mother tongue for free as long as they are not marketed for profit.

IX.4. Where a partner has the intention to use the collective products for commercial purposes permission has to be obtained from each copyright holder.

IX.5 Each partner remains the copyright holder for its contribution - this may be a text, a design or a concept of material or media of transmission. As soon as the partnership has ended each copyright holder has to be asked for permission of reproduction and/or licence.

X. - Termination

X.1. This Contract shall be terminated:

X.1.1. Upon termination of the Grant Agreement, in accordance with the grounds specified therein.

X.1.2. By the parties' mutual consent.



X.1.3. Each party may terminate the Contract in the case of early termination of the Grant Agreement by giving **2 months** written notice to the other party.

X.2. In the event that the Co-beneficiary fails to perform any obligations under the present Contract or the Grant Agreement (including failure to present on time any documents required by the Co-ordinator) and does not remedy such failure, and the damages, if any, caused to the Co-ordinator, within 30 days after having received a notice in writing from the Co-ordinator specifying the failure and requiring such remedy, then without prejudice to any other rights or remedies, the Co-ordinator shall be entitled to terminate the present Contract forthwith, without the application of any juridical procedures, by notice in writing to the Co-beneficiary.

X.3. In duly justified cases, the Co-ordinator, in agreement with the Co-beneficiaries, may withdraw the beneficiaries' request for a grant and terminate the agreement at any time by giving 60 days' written notice stating the reasons, without being required to furnish any indemnity on this account.

13

The Co-ordinator shall have the right to terminate the present Contract if:

- (a) A change in the by-laws or in the event of a legal, financial, technical, organizational or auditing change in the Co-beneficiary's situation that is liable to affect the Contract substantially or affects the conditions for developing the Project;
- (b) The Co-beneficiary has made false declarations to the Co-ordinator for its legal, financial, technical or organizational status, or on work carried out or on expenditure and surplus.
- (c) in the event of force majeure, notified in accordance with Article II.8 of the Grant Agreement;
- (d) in the event of fraud, corruption or any other illegal activity on the part of the Co-beneficiary to the detriment of the financial interests of the Co-ordinator or the other Co-beneficiaries.

X.4. If the present Contract is so terminated; the Co-ordinator may require the



Co-beneficiary to reimburse all or part of the payments made under this Contract.

X.5. In case the Co-beneficiary has terminated the Contract illegitimately, it shall be liable for damages in the amount of the granted funds received up to the termination of Contract.

X.6. Either party to this Contract shall have the right to terminate this Contract if the other party is insolvent or enters into bankruptcy or liquidation or any other similar proceedings.

XI. Damages for Non-performance

XI.1. If the present Contract is terminated for the reason that the Co-beneficiary fails to perform its obligations under the present Contract, the rights granted to the Co-beneficiary pursuant to this Contract shall cease immediately, and the Co-beneficiary shall forfeit the right to reimbursement for obligations performed.

XI.2. If the Contract is terminated by the Co-ordinator due to non-performance of obligations by the Co-beneficiary; the Co-beneficiary shall be responsible for and pay any direct cost increase resulting from the necessity to remedy the Co-beneficiary's breach of responsibilities and to assign the tasks of the Co-beneficiary as specified in the present Contract to one or several parties.

14

XII- Liability

XII.1 The beneficiary shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them **while the action is being carried out**.

The Partner shall be solely liable for any loss, destruction, damage, death or injury to the persons or property of the Partner or of the Partner's employees or of third parties resulting directly or indirectly from performance of the work under the present Contract.

XIII. – Confidentiality

XIII.1. The Co-ordinator and the Co-beneficiary undertake to preserve the

confidentiality of any document, information or other material directly related to the subject of the agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action

XIII.2 The above clause relating to confidentiality shall remain in force for a period of five years after the period of Project implementation, but shall not in any case be deemed to extend to any information that:

(a) was at the time of receipt published, or has after receipt by the receiving party been published or otherwise made generally available to the public by the party that provided such information;

(b) was already in the possession of the receiving party at the time of receipt without any restrictions on disclosure;

(c) was rightfully acquired from others without any undertaking of confidentiality imposed by the disclosing party.

XIII.3. The above clause relating to confidentiality shall not be deemed to extend to academic publications and public presentations provided that information beyond the general framework of the project deliverables and the characterization of single test items is not disclosed.

15

However, the Co-ordinator shall be notified of any intention on the part of the Co-beneficiary to produce such publications and make such presentations.

XIV. - Modification of the Contract

Any amendments to the present Contract shall be approved by both parties to the Contract and become effective when signed by authorized representatives of both parties.

XV. - Settlement of Disputes and Applicable Law

If there is a dispute or difference between the parties arising out of or in connection with the present Contract or out of activities undertaken under the present Contract, including disputes regarding quality, the parties shall first endeavour to settle it amicably.

Provided that a dispute cannot be settled amicably, at the option of the Co-

ordinator the locally competent court shall have jurisdiction for all litigations arising out of this Contract. This Contract is governed by the laws of Spain.

XVI. Language

This Contract is drawn up in English which language shall govern all documents, notices and meeting for its application and/or extension or in any other way relative thereto.

XVII. Notices

Any notice to be given under this Contract shall be sent by fax or post or by e-mail and confirmed by fax or post to the addresses listed at the beginning of this Contract.

XVIII. Annexes

- ANNEX A: a copy of grant agreement and its annexes
- ANNEX B: a copy of the project description: work plan/ work packages.
- ANNEX C: estimated and eligible budget for the project Co-beneficiaries
- ANNEX D: reporting time table and report forms

16





For the Co-ordinator:

Date:

Place:

Signature:

Name:

Margarita Gutiérrez Valdés

Position:

Education consultant

Co-ordinator's legal representative

Signature:

Name:

María Jesús Vallejo Fernández

Position

Head of institution

Stamp

For the Co-beneficiary:

Date:

Place:

Signature:

Name:

Position:

Co-beneficiary's legal representative

Signature:

Name:

Position

Stamp

17



This Project is co-funded by the European Union



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