

Partnership Agreement

Cooperation for innovation and the exchange of good practices
Partnerships for Digital Education Readiness

#: PA004

Parties involved in the Agreement

Date	Project Coordinator	Partner
22nd of June, 2021	Fundación de la Comunitat Valenciana para una economía baja en carbón Paraje Grutas de San José, s/n La Vall d'Uixó – 12600 Castellón (Spain)	Gymnazium Karola Stura Námestie Slobody, 5 Modra – 90001 (Slovakia)

Nature of Business

The partners listed above hereby agree that they shall be considered partners in business for the following purpose:

**GAMIFICATION AS AN EDUCATIONAL TOOL
FOR UPPER SCHOOLS ON PARK AND ENVIRONMENT**

The partnership is conducted under the Acronym name of GETUP!.

This PA (Partnership Agreement) has been issued in virtue of the approval of the Erasmus+ project number 2020-1-ES01-KA226-SCH-096057 before the start of the activities described in the approved proposal of the project. This PA was issued after the Grant Agreement signature among the Spanish Agency (SEPIE) and the project coordinator.

This agreement has been made and entered into by

Fundación de la Comunitat Valenciana para una economía baja en carbón, hereafter referred to as the “Coordinator”, with registration VAT number ESG12951208, represented by Mr. Josep Antoni Nebot Garriga, as legal representative and President.

and between

Gymnazium Karola Stura

hereafter referred to as the “Partner” with VAT 2020678781, represented by Danica Grnáčová as headteacher and legal representant.

Subject of the Agreement

1. Having regard to the provisions of Decision No 1720/2006/EC of the European Parliament and of the Council of 15/11/2006, establishing an action programme in the field of Erasmus+, the Coordinator and the Partner commit themselves to carrying out the work programme covered by this contract; *The work programme comes under the Agreement for the Project 2020-1-ES01-KA226-SCH-096057 concluded between the Coordinator and the Partner.*
2. The total cost of the partner for the contractual period referred to by this Agreement for the project number 2020-1-ES01-KA226-SCH-096057;
3. All financing of the project combined, is estimated at 163.139,00 EUR (including all taxes and duties) as stipulated in the Annex II of the Grant Agreement;
4. The final financial contribution shall depend on the evaluation of the quality of the results of the project number 2020-1-ES01-KA226-SCH-096057 pursuant to the rules laid down at the Community level, particularly in the Guidelines for Administrative and Financial Management and Reporting, 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 number 2020-1-ES01-KA226-SCH-096057 under the Agreement for the project "GET UP!" passed between the Coordinator and Partner;
6. The subject matter of this contract and the related work programme are detailed in the annexes of the Grant Agreement and the project proposal, which form an integral part of this contract and that each part declares to have read and approved.

Duration

The project's duration is 24 months. It starts on 01/05/2021 and ends on 30/04/2023.

1. This contract enters into force on the date of signature by the last of all participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in "Financing and Payment";
2. The period of eligibility of the costs starts on 01/05/2021 and finishes on 30/04/2023.

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 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 Coordinator;

2. To send the Partner a copy of the Agreement for the project number 2020-1-ES01-KA226-SCH-096057 and its annexes, concluded with the National Agency, of the Guidelines for Administrative and Financial Management and Reporting, 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 project number 2020-1-ES01-KA226-SCH-096057 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 for the project number 2020-1-ES01-KA226-SCH096057 binding the Coordinator to the National Agency.

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 for the project 2020-1-ES01-KA226-SCH-096057 concluded between the National Agency and the Coordinator;
2. To comply with all the provisions of the Agreement for the project 2020-1-ES01-KA226-SCH096057 binding the Coordinator to the National Agency;
3. To communicate to the Coordinator 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 Coordinator, including details of costs claimed and, where appropriate ineligible expenses;
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.

Financing & Payments

1. The total expenditure to be committed by the Partner for the period covered by this contract is estimated at 24.890,00 EUR (including all taxes and duties);
2. The Coordinator 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 schedule applied to himself by National Agency. The payments shall proceed as follows:

- a. First payment, after the signature of the Partner Agreement by all the partners: 40% (9.956,00 €);
 - b. Second payment, once the mid-term report has been sent to the Spanish Agency: 20% (4.978,00 €) at 01/04/2022;
 - c. Third payment, at the end of the project: 20% (4.978,00 €) at 30/04/2023;
 - d. Last payment, after the certification and closure of the project, at which time the National Agency will have disbursed the remaining 20% of the total budget: 20% (4.978,00 €).
3. 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;
 4. 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 Coordinator to be able to fill out the Reports mentioned in the Agreement between National Agency and the Coordinator for the project number 2020-1-ES01-KA226-SCH-096057 concluded with the National Agency;
 5. The financial payment mentioned can be adapted to consider the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure;
 6. Payments referred to in point 2 of “Financing and Payments” shall be constituted on the basis of the estimated budget for each beneficiary. The calculation of the estimated budget may change during the duration of the project according to changes in the amount of the budget, as determined by the National Agency in the Grant Agreement, and according to the implemented activities, and the COVID requirements;
 7. Costs of the payment transfers are borne as follows:
 - a. costs of transfer charge by the bank of the Coordinator shall be borne by the Coordinator;
 - b. costs of transfer charged by the bank of Beneficiaries shall be borne by Beneficiaries;
 - c. the party causing a repetition of a transfer bears all costs of repeated transfers.

Tasks and detailed budget of the Partner

The tasks envisaged in the project will be carried out in accordance with the provisions of the project proposal accepted by the National Agency, and its follow-up will be carried out at transnational meetings and other followup meetings deemed necessary.

Budget Units	Payment per tasks
Project Management and Implementation (PMI)	6.000,00 €
Transnational Project Meetings (TPMs)	3.820,00 €
Intellectual Outputs (IOs)	740,00 €
Multiplier Events (MEs)	0,00
Learning, Teaching and Training Activities (LTTAs)	14.330,00 €
TOTAL	24.890,00 €

Specific tasks	Budget Unit
Brochure translation	PMI
C1: Leaders of the activity	LTTAs
C1: Present and discuss gamification in education related topics with teachers	LTTAs
C1: Selection of participants	LTTAs
C2: Presentation on main problems encountered in upper secondary education and how to motivate students	LTTAs
C2: Selection of participants	LTTAs
C3: Selection of participants	LTTAs
C3: Participation in the activities	LTTAs
Dissemination Activities	PMI
Dissemination Plan	PMI
Evaluation dissemination results	PMI
Final report	PMI
Fluent Communication among the Project coordinator and the Partners	PMI
IO4: Evaluation and testing	IOs
IO4: Gather the necessary tools for the development of the game	IOs
IO4: Set educational competences and learning objectives	IOs
Leader of news/press releases	PMI
Mid-term report	PMI
Monitoring and feedback of the results of the activities	PMI
Multiplier Event 7	ME
Newsletter translations	PMI
Participation and preparation at the TPM1 in Spain	TPMs
Participation and preparation at the TPM2 in Iceland	TPMs
Participation and preparation at the TPM3 in Italy	TPMs
Participation in the VM	PMI
Responsible for the dissemination activities	PMI
Support in evaluation of the project	PMI
Support in financial issues	PMI
Website translation	PMI

Banking Details

The remuneration to be paid to the Beneficiaries shall be paid into the Beneficiaries' institutional accounts in accordance with banking details given in the financial identification form (Annex I).

Reports

1. The Partner shall provide the Coordinator with any information and document required for the preparation of the mid-term reports and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 15/03/2022 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 30/04/2023 at the latest.
3. In case the Coordinator ask for any special feedback on the project, the Partner shall provide the Coordinator with the requested information related with the project for the internal reports.

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 contract;
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.

Liability

1. Each contracting party shall release the other from any civil liability in respect of the 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 party or its personnel;
2. The Partner shall protect the National Agency, the Coordinator and their personnel against 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.

Termination of the Contract

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 one month;

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2. The Partner shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Jurisdiction Clause

1. Falling amicable settlement, the Courts of Valencia shall have sole competence to rule on any dispute between the contracting parties in respect of this agreement;
2. The law applicable to this contract shall be the law of Spain

Amendments or Additions to the Agreement

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.

IN WITNESS WHEREOF, we, the undersigned, declare to have read and accept the terms and conditions of the Partnership Agreement as described here:

Gymnazium Karola Stura

Fundación de la
Comunitat Valenciana
para una economía baja
en carbón

Date and
signature: Danica Grnáčová

Date and
signature:

Josep Antoni Nebot Garriga

P

osition:

ANNEX I - BANKING DETAILS

Project name: Gamification as an Educational Tool for Upper Schools on Park and Environment

Acronym: GET UP!

Project number: 2020-1-ES01-KA226-SCH-096057

Partner's name: Gymnázium Karola Štúra

Name of Bank: Štátna pokladnica

Address of branch: Radlinského 32, Bratislava 810 05 Slovakia

Precise denomination of account holder: BÚ – dary a granty, Gymnázium Karola Štúra

Full account number (including bank codes):

IBAN code: SK65 8180 0000 0070 0047 2421

SWIFT code: SPSRSKBAXXX

If the Partner changes its Banking Details, the Partner must inform the Coordinator of the changes by sending a new Annex I with the current information. If the Partner fails to inform of these changes to the Coordinator before the transfer, the costs of the transfer modification will be borne by the Partner.

ANNEX II – Contract amendment

As per the modifications in tasks and responsibilities of the project accepted (deletion of the Intellectual Outputs 1, 2, 3 – needed for the development of the Intellectual Output 4 – as well as the removal of Intellectual Output 5 and the related Multiplier Events), the budget units have been modified in some cases and this is the final budget corresponding to your organisation.

Budget Units	Payment per tasks
Project Management and Implementation (PMI)	6.000,00 €
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3. Third payment, at the end of the project: 20% (4.978,00 €) at 30/04/2023;
4. Last payment, after the certification and closure of the project, at which time the National Agency will have disbursed the remaining 20% of the total budget: 20% (4.978,00 €).