

Agreement

concerning the ERASMUS+ Programme Key Action 2 Strategic Partnership
Innovative Mathematics Learning Software for Migrant Students (immiMATH)

between

**Universität Wien
Universitätsring 1
1010 Wien
Austria**

**Gymnázium Andreja Vrábla Levice
Mierová 5
93403 Levice
Slovakia**

legally represented by

legally represented by

**Andreas Ulovec
Assignee**

**Vladimír Tóth
Headmaster**

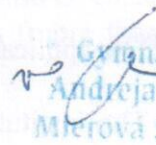
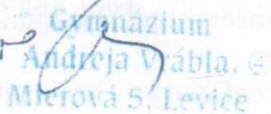
Date and place: *22.11.2017 Wien*

Date and place: 10.10. 2017 ,Levice

Signature:




Signature:

Definition of Terms recurring in this Agreement:

The Application: The application for an ERASMUS+ Programme Key Action 2 Strategic Partnership “Innovative Mathematics Learning Software for Migrant Students (immiMATH)”, submitted by the beneficiary and the partners to the Erasmus+ National Agency Austria (AT01), on March 27, 2017, registered under Submission ID 1407773.

The Grant Agreement: The grant agreement for a project with multiple beneficiaries under the ERASMUS+ Programme, with all its annexes, agreement number 2017-1-AT01-KA201-035005, which has been signed by the National Agency and the beneficiary.

The Project or The Action: The ERASMUS+ Programme Key Action 2 Strategic Partnership, as described in the application, and as approved by the grant agreement.

The applicant organisation (or applicant), the coordinating organisation (or coordinator), the partner organisations (or partners), the beneficiaries, and the contact persons: The organisations and persons that are listed under these headings in the application, section D, and in the grant agreement, annex II.

The Agency: The Erasmus+ National Agency Austria (AT01).

The Approved Budget: The budget of the project as approved in the grant agreement.

The Grant: The maximum grant amount of the project as approved in the grant agreement.

The Consortium: The applicant/coordinating organisation and the partner organisations.

The Beneficiary: The institution named as beneficiary in the grant agreement, i.e. the coordinating institution.

The Project Account: The bank account, installed under the beneficiary's name, that will receive the grant from the Agency, as stated in the grant agreement, article I.5.

1. Execution of the project

1.1 General agreement

The consortium agrees to execute the project as described in the application, to perform all tasks that are necessary for this execution, particularly but not limited to the ones described in Part E-H of the application. The consortium further agrees to observe all rules and regulations outlined in the grant agreement. The grant agreement with all its annexes and amendments form an integral part of this contract.

1.2 Steering committee and decision making

The steering committee consists of the contact persons of the coordinating organisation and the partner organisations. Each contact person has one vote. Should a contact person not be able to participate in a voting, he or she can delegate the vote to another member of that contact persons' organisation. The external project evaluator is invited to the steering committee meetings and to join the discussions there, but has no vote in final decisions of the steering committee.

The steering committee is responsible for all decisions regarding the concrete implementation of the project, the interpretation of the application and the contracts by the consortium, and for all decisions regarding any project matter that is not explicitly left to the discretion of a consortium member, the European Commission, or the Agency.

The steering committee shall basically try to find an unanimous consent. If this is not possible, it decides matters with a qualified majority of votes (more than 50% of all valid votes), except where it is stated otherwise in this agreement.

2. Financial affairs and reporting

2.1 General matters

The beneficiary appoints its contact person to administer the project account and the financial documentation in collaboration with its finance department and its HR department, and appoints – according to its statutes – a deputy contact person responsible for checking and cross-signing the contact persons' expenses.

Within 30 days of receiving the first or further pre-financing payment, the beneficiary will transfer the corresponding proportion of the payment, which is 60% of the preliminary total share of the maximum grant (as outlined in annex II of the grant agreement and detailed in Annex D of this contract), from the project account to the bank account of the partner organisation as given in Annex C. The final share will be calculated after the end of the eligibility period (article I.2.2. of the grant agreement), in accordance with the actual eligible and properly documented costs of each member of the consortium. Within 30 days of receiving the payment of balance by the beneficiary, the final share will be transferred to the bank account of the partner institution.

After receiving the corresponding proportions of the payments, the partner organisations are legally responsible for the further use of their share, having to take into account the regulations of this agreement, the grant agreement with its annexes, and the application.

The partner organisations will transfer any unused or not eligibly used (as determined by the steering committee or the Agency) part of their share of the grant to the project account not later than 60 days after the end of the eligibility period of the project, or, in case of termination or withdrawal, not later than 30 days after the date of validity of this action.

2.2 Reporting

The partner organisations will keep all original documentation of bank transfers and all other project related expenses (tickets, boarding passes, invoices, subcontracts, etc.) for a minimum of 10 years after the end of the eligibility period (article I.2.2. of the grant agreement). An electronic report about all financial transactions, using annex A of this contract, along with electronic copies of the documentation as outlined in articles 2.3 and 2.4 of this contract are to be uploaded to a specified file-sharing space or to be sent via email to the co-ordinator quarterly (or, if deemed necessary by the co-ordinator, at any time at the co-ordinators' request) at the last business day in the months of March, June, September, and December. On request, the original documentation is also to be sent at any time to the co-ordinator for purposes of evaluation, audits by the European Commission or the Agency, or preparation of the progress report and the final report.

2.3 Records of time and staff costs for Intellectual Outputs

The consortium members will keep a record of each of their employees working on the project, using annex B of this contract. This record has to be signed by both the employee and an administrative representative of the partner organisation and has to include the following details:

- Name
- Normal hourly/daily/monthly gross rate
- Time spent on the project
- Amount of money actually paid to the employee
- Personal register reference (e.g. staff code number, social security number)

Copies of these records are to be sent to the coordinator along with the financial documentation described above.

At the beginning of the eligibility period, or at any time when an employee of a partner organisation begins to work for the project, an electronic copy of this employees' work contract is to be uploaded to a specified file-sharing space or to be sent via email to the coordinator. In time for the interim and the final report (article I.4.3 and I.4.4. of the grant agreement), the partner organisations will also provide monthly or annual payslips of all employees working for the project to the coordinator.

2.4 Calculation and documentation of specific costs

Generally, the remarks about eligible expenditure in the grant agreement, annex III, are to be observed. If one of the consortium members is in doubt about the eligibility of some items, it is asked to seek advice from the coordinator or the Agency. In no case can any expenditure exceed the grant.

Aside from the budget category "Exceptional Costs", all expenditures will be covered or contributed to by unit contributions, as outlined in the application part I and as approved or amended in the grant agreement, annex II. In addition to the regulations set out in this

contract, the consortium members are responsible for adhering to their own organisations' internal regulations concerning refunding and reporting of costs.

The following documentation is to be collected and reported as outlined in article 2.2 of this contract:

Project management and implementation: A short written report about project activities that made use of the management and implementation budget (e.g. dissemination activities, local travel, meetings organisation).

Transnational project meetings: Tickets (in case of air tickets also boarding passes), accommodation invoices, certificate of participation (to be provided by each participant; signed by the participant and the hosting organisation), attendance list (to be provided by the hosting organisation; signed by all participants and the hosting organisation), agenda (to be provided by the coordinator).

Intellectual Outputs (staff costs): As per regulations set up in article 2.3 of this contract.

Multiplier events: Attendance list (to be provided by the hosting organisation; signed by all participants and the hosting organisation), agenda (to be provided by the hosting organisation).

Learning, teaching and training activities: Tickets (in case of air tickets also boarding passes), accommodation invoices, certificate of participation (to be provided by each participant; signed by the participant and the hosting organisation), attendance list (to be provided by the hosting organisation; signed by all participants and the hosting organisation), agenda (to be provided by the hosting organisation).

Exceptional costs: Reimbursement in the category "Exceptional costs" is by actual costs, under the conditions for eligibility and documentation set out in the grant agreement, annex II, articles II.1 and II.2.B. Specifically for subcontracts, 75% of the actually incurred and eligible exceptional costs are covered by the grant; the remaining 25% are to be covered by the subcontracting partner.

3. Changes and amendments

Any changes and amendments to this agreement or to the grant agreement, including but not limited to changes of the partnership, the budget, the project aims, and any other changes mentioned in the grant agreement, annex I, article II.13, require an unanimous decision of the steering committee.

As an exception to this, the change of a contact person or a legal representative lies in the discretion of the respective consortium member. Any such change must be reported to the coordinator without delay.

4. Withdrawal, Termination and Liability

4.1 Withdrawal

It lies in the discretion of a consortium member to withdraw itself from the project. The consortium members are aware that this would constitute a severe impact on the project and will take this step only if there is just cause. A notice of withdrawal, signed by the legal representative, shall be given in writing to all other consortium members. The withdrawing institution shall further provide any necessary signatures and other paperwork for the formal procedures caused by its withdrawal.

In case of the withdrawal of a consortium member the costs incurred by this institution up to the date of the withdrawal basically remain eligible. The withdrawing institution remains liable for the whole share (including the used-up part) that has already been transferred to its account, until the unused part of the share has been transferred to the project account according to 2.1 and a final financial report including full documentation (as set out in 2.2) has been sent and accepted by the steering committee and the Agency. The withdrawing institution shall cover all costs directly incurred by its withdrawal.

4.2 Termination

If a consortium member stops to further participate in the project without giving notice of a withdrawal, or repeatedly fails to comply with the rules set out in this contract or the grant agreement, or repeatedly does not fulfil its duties regarding the project implementation, or commits any other grave breach of the contract, it shall be given one written warning, sent by recommended letter, by the steering committee (minus the contact person of the consortium member concerned) that its participation in the project will be terminated should it continue its current behaviour, and asking for a written explanation. If the institution continues its behaviour and the given explanation (if any) does not give just cause, its participation in the project can be terminated by an unanimous decision of the remainder of the steering committee (i.e. the steering committee minus the contact person of the institution concerned). The financial regulations are the same as in the case of withdrawal. Additionally, the concerned institution shall cover all costs caused by its breach of contract, including financial penalties as stated in the grant agreement, annex I, article II.17.

5. Legal remarks

The participating institutions should try to settle all disputes amicably, if necessary with the mediating help of the coordinators' contact person, the external project evaluator, an officer of the Agency or of another Erasmus+ National Agency, or any other person or group of persons deemed useful for this purpose. However, the consortium members are aware that the regulations of this contract are fully legally enforceable. This contract is governed by the same legal provisions as stated in the grant agreement, article I.16.7, i.e. Austrian law.

Annex C: Bank details

Bank details coordinating organisation D.1

Institution: Universität Wien
Universitätsring 1
1010 Wien
Austria

Bank: Name: Raiffeisenlandesbank Noe-Wien AG
Address: Friedrich-W.-Raiffeisen-Platz 1
1020 Wien
Österreich
IBAN: AT08 3200 0000 0067 5447
SWIFT: RLNWATWW
Reason for transfer:

Bank details partner organisation D.6

Institution: Name *Gymnázium Andreja Vrábla Levice*
Street address *Mierová 5*
Postal code, city *934 03 Levice*
Country *SLOVAKIA*

Bank: Name: STATNA POKLADNICA
Radlinskeho 32
810 05 Bratislava
Slovakia
IBAN: SK02 8180 0000 0070 0031 0983
SWIFT/BIC: SPSRSKBAXXX
Reason for transfer:

Annex D: Preliminary shares of budget and grant¹

Partner organisation D.6 (Gymnázium Andreja Vrábľa Levice)

Project management and implementation (covered by grant): **6000.00**

Transnational project meetings:

No.	Persons	Reason	Destination	Total unit costs
M1	1	Kick-off meeting	Vienna, AT	575.00
M2	1	Correlation meeting	Palermo, IT	575.00
M3	1	Development meeting	Deutsch-Wagram, AT	575.00
M4	1	Improvement meeting	Catania, IT	575.00
M5	1	Final project meeting	Levice, SK	0.00
Total				2300.00

Intellectual Outputs:

No.	Output	Staff category	Working days	Total unit costs
O1	Motivation and learning	Teacher/Researcher	40	40x74.00 = 2960.00
O2	Practise and assessment	Teacher/Researcher	40	40x74.00 = 2960.00
Total				5920.00

Preliminary total share of grant: 6000.00+2300.00+5920.00 = 14220.00

First payment (60% of total share): 8532.00

¹ All budgetary amounts are stated in EUR.