



Erasmus+

ERASMUS + Programme
Project Duration: 2021 – 2023
Project with multiple beneficiaries

**BUILDING UP DIGITAL SKILLS ALLIANCE FOR THE ENHANCING OF PROGRAMMING
COMPETENCIES**

AGREEMENT No. 621690-EPP-1-2020-1-CZ-EPPKA2-SSA

CONTRACT BETWEEN THE CONTRACTOR AND THE PARTNER

This contract, drawn up under the programme 'Erasmus+ KA2 – Sector Skill Alliances) providers shall govern relations between:

Hospodarska komora Ceske republiky

hereafter "the Contractor", represented by

Ing. Vladimír Dlouhý CSc.
president
dlouha@komora.cz
+420 604 130 812
on the one hand

and

Spojená škola
L. Podjavorinskej 22
080 05 Prešov, Slovenská republika
Phone: +421 51 7705 288

hereafter "the Partner", represented by

Mgr. Ján Holub
Email: riaditel@spojenaskola.sk
Tel.: +421 903 203 203

on the other hand.

The Contractor and the Partner have agreed to the Special Conditions - Part I, the General Conditions - Part II, the Financial provisions - Part III and the following Annexes:

Annex I Grant agreement
Annex II Estimated budget

PART I - SPECIAL CONDITIONS

Article 1 - Subject

- 1) This Project is based on the Agreement No. **621690-EPP-1-2020-1-CZ-EPPKA2-SSA**, made between the Contractor and the EACEA Agency (the AGENCY).
- 2) With the signature of the Agreement, the Contractor and the Partner accept the grant and agree to implement the Project, acting on their own responsibility according to the Agreement No. **621690-EPP-1-2020-1-CZ-EPPKA2-SSA**, made between the Contractor and the EACEA Agency (the AGENCY)..
- 3) The total cost of the Project for the contractual period referred to by the Agreement No. **621690-EPP-1-2020-1-CZ-EPPKA2-SSA** all financing combined, is estimated at **EUR 858,439.00** (including all taxes and duties).
- 4) The Financial contribution shall depend on the evaluation of the quality of the results of the Project No. **621690-EPP-1-2020-1-CZ-EPPKA2-SSA** pursuant to the rules laid down at Community level, particularly in the Administrative and Financial regulations of Erasmus+ and the Erasmus+ programme guide, 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 under the Agreement No. **621690-EPP-1-2020-1-CZ-EPPKA2-SSA** signed between the 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 duration of 36 months. It starts on **01.01.2021** and ends on **31.12.2023**.
- 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 5.3.
- 3) The period of eligibility of the costs starts on **01.01.2021** and finishes on **31.12.2023**, both inclusive.

Article 3 – Financing, Grant

- 1) The grant shall take the form of unit contributions and reimbursement of eligible costs actually incurred in accordance with the following provisions:
 - a) eligible costs as specified in Article 19;
 - b) estimated budget as specified in Annex II;
 - c) the AGENCY financial rules.
- 2) The maximum Erasmus+ contribution to cover expenditure incurred by the members of the Partnership participating in the programme shall be **EUR 858,439.00**.
- 3) The Erasmus+ contribution for the Spojená škola shall be a maximum amount of **EUR 24,340.00**.

Article 4 – Budget transfers

Without prejudice to Article 9 and provided that the Project is implemented as described in Annex I, the Contractor and the partners are allowed to agree adjustments in the estimated budget set out in Annex II, by transfers between the different budget categories, in accordance to the project's rules.

Article 5 – Reporting and payment arrangements

5.1 First pre-financing payment

- 1) The pre-financing is intended to provide the partners with a float.
- 2) The Agency shall pay to the Contractor within 30 days following the entry into force of the Agreement a first pre-financing payment of **EUR 343.375,6** corresponding to 40% of the maximum grant amount specified in Article 3.2.
- 3) The Contractor shall pay to Spojená škola within 30 days following the payment specified in Article 5,1,2 a first pre-financing, a payment of **EUR 9,376.00** corresponding to 40% of the partner's contribution amount specified in Article 3.3.

5.2 Interim report and further pre-financing payments

By 31.1.2022 the Contractor shall complete an interim report on the implementation of the Project in the Mobility Tool covering the reporting period from the beginning of the implementation of the Project to 31. 12. 2021.

In so far as the interim report demonstrates that the Contractor has used at least 70% of the amount of first pre-financing payment, the interim report shall be considered as a request for a further pre-financing payment and shall specify the amount requested of **EUR 343,363.60 (70%)**

Where the interim report shows that less than 70% of the previous pre-financing payment paid has been used to cover costs of the Project, the Contractor shall submit a further interim report once at least 70 % of the amount of first pre-financing payment has been used, which shall be considered as a request for a further pre-financing payment and shall specify the amount requested of **EUR 343,363.60** as specified in Article 3.2.

- 1) Without prejudice to any suspension of the time limit of payment by the Agency and following approval of the report by the AGENCY, the AGENCY shall pay to the Contractor

the further pre-financing payment within 60 calendar days on receipt of the interim report completed in Mobility Tool.

5.3 Financial report and request for payment of the balance

- 1) Within 60 days after the end date of the Project, the Contractor shall complete a Financial report on the implementation of the Project in the Mobility Tool. This report must contain the information needed to justify the contribution requested on the basis of unit contributions where the grant takes the form of the reimbursement of unit contribution or the eligible costs actually incurred.
- 2) The Financial report is considered as the Contractor's request for payment of the balance of the grant.
- 3) The Contractor and the Project partners shall certify that the information provided in the request for payment of the balance is full, reliable and true. They shall also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article 20.
- 4) The payment of the balance, which may not be repeated, is intended to reimburse or cover after the end of the period set out in Article 2 the remaining part of the eligible costs incurred by the beneficiaries for its implementation.
- 5) Without prejudice to any suspension of the time limit of payment by the AGENCY, on receipt of the documents referred to in the Financial report, the AGENCY shall pay the amount due as the balance within 60 calendar days. This amount shall be determined following approval of the Financial report and in accordance with the fourth subparagraph. Approval of the Financial report shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.
- 6) The amount due as the balance shall be determined by deducting, from the Financial amount of the grant as described in Article 3, the total amount of pre-financing and interim payments already made. Where the total amount of earlier payments is greater than the Financial amount of the grant, the payment of the balance may take the form of a recovery.
- 7) All payments shall be regarded as advanced pending explicit approval by the AGENCY of the financial report, the corresponding cost statement and the quality of the results of the project.
- 8) 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 Contractor to Agency the latter to fill out the Interim and Financial Reports.
- 9) The Financial payment 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.

5.4 Payment arrangements

The Contractor commits himself to carrying out payments relating to the subject matter of this contract to the Partner and according to the following schedule:

1st payment: 40 % of the amount specified in Article 3.3, as soon as the AGENCY transfers the amount of first pre-financing payment.

2nd payment: 40 % of the amount specified in Article 3.3 on receiving any information or document required by the contractor that is necessary for providing the Interim Report, reporting on the period of 01.01.2021 until 31.12.2021, and as soon as the AGENCY transfers the second pre-financing payment.

Financial payment:

The remaining amount, though without exceeding under any circumstances the amount specified in Article 3.3, when the technical and economic information required for the submission of the Financial Report has been received, as soon as the AGENCY transfers the remaining amount.

Article 6 - Bank account

All sums declared shall be expressed in euros. The exchange rate to be used by the Partner is the rate the Contractor will announce, corresponding to the exchange rate applied by the Contractor's bank for converting the first advance paid by the AGENCY to the Contractor under Agreement No. 621690-EPP-1-2020-1-CZ-EPPKA2-SSA.

Sums owed shall be paid, in euros, into the following bank account of the Partner:

Holder: Spojená škola Bank: Štátná pokladnica Bank address: Radlinského 32, Bratislava, Slovenská republika Account number: IBAN account code: SK50 8180 0000 0070 0051 6535
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Article 7 - Jurisdiction clause

- 1) Failing amicable settlement, the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic (registered office) 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 the Czech Republic.

Article 8 – Additional provisions on use of the results (including intellectual and industrial property rights)

In addition to the provision of Article 18, if the partners produce educational materials under the scope of the Project, such materials shall be made available through the Internet, free of charge and under open licenses¹.

¹Open licence – a way by which the owner of a work grants permission to others to use the resource. A license is associated to each resource. There are different open licences according to the extent of the permissions granted or the limitations imposed and the partner is free to choose the specific license to apply to their work. An open licence must be associated to each resource produced. An open licence is not a transfer of copyrights or Intellectual Property Rights (IPR).

Article 9 – Assignment, Subcontracting, Contracts

The obligations set out in Article 10.1 regarding Assignment in Agreement No. **621690-EPP-1-2020-1-CZ-EPPKA2-SSA** apply *mutatis mutandis* to the Contractor and the Partner.

Article 9.1 Award of contracts necessary for the implementation of the project

- 1) Where the implementation of the Project requires the procurement of goods, works or services, the partner and the Contractor shall award the contract to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, they shall avoid any conflict of interests.
- 2) The Partner and the Contractor shall retain sole responsibility for carrying out the Project and for compliance with the provisions of the Agreement. The partners shall ensure that any procurement contract contains provisions stipulating that the sub-contractor has no rights vis-à-vis under the Agreement.
- 3) The partners shall ensure that the conditions applicable to them under Articles 12, 13, 14, 15, 18, 20 and 22. are also applicable to the sub-contractor.

Article 9.2 Subcontracting of tasks forming part of the project

- 1) A "subcontract" is a procurement contract within the meaning of Article 10.1, which covers the implementation by a third party of tasks forming part of the Project as described in Annex I.
- 2) The Partner and the Contractor may subcontract tasks forming part of the Project, provided that, in addition to the conditions specified in Article 10.1 and the Special Conditions, the following conditions are complied with:
 - a) subcontracting only covers the implementation of a limited part of the Project;
 - b) recourse to subcontracting is justified having regard to the future of the Project and what is necessary for its implementation;
 - c) the estimated costs of the subcontracting are clearly identifiable in the estimated budget set out in Annex II;
 - d) any recourse to subcontracting, if not provided for in Annex I, is communicated by the Contractor and approved by the AGENCY;
- 3) The Partner and the Contractor ensure that the conditions applicable to them under Article 10.2.2 are also applicable to the subcontractor.

By way of derogation to the provisions set out in Article 10.1 and 10.2, the partners and the Contractor shall not subcontract any activities funded from the budget category Intellectual outputs.

By way of derogation, the provisions set out in points (c) and (d) of Article 9.2.2 shall not apply to any of the budget categories except Exceptional costs.

PART II - GENERAL CONDITIONS

Article 10 - Obligations of the Contractor

The Contractor shall undertake:

- 1) monitor that the Project is implemented in accordance with the Agreement;
- 2) be the intermediary for all communications between the partners and the AGENCY,
- 3) to send to the Partner a copy of the Agreement No. **621690-EPP-1-2020-1-CZ-EPPKA2-SSA** and its annexes, concluded with the AGENCY, of the Administrative and Financial regulations, of the various reports and of any other official document concerning the project;
- 4) to notify and provide the Partner with any amendment made to the Agreement No. **621690-EPP-1-2020-1-CZ-EPPKA2-SSA** concluded with the AGENCY;
- 5) 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;
- 6) to comply with all the provisions of Agreement No. **621690-EPP-1-2020-1-CZ-EPPKA2-SSA** binding the Contractor to the AGENCY.
- 7) establish the requests for payment in accordance with the Agreement;
- 8) where it is designed as the sole recipient of payments on behalf of all of the partners, ensure that all the appropriate payments are made to the other partners without unjustified delay. The Contractor shall make all payments the other beneficiaries by bank transfer and keep appropriate evidence of the amounts transferred to each partner for any checks and audits.
- 9) bear responsibility for providing all the necessary documents in the event of checks and audits initiated before the payment of the balance, and in the event of evaluation.

The Contractor shall not subcontract any part of its tasks to the other partners or to any other party.

Article 11 – Obligations of the Partner

The Partner shall undertake:

- 1) 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 No. **621690-EPP-1-2020-1-CZ-EPPKA2-SSA** concluded between the AGENCY and the Contractor;
- 2) to comply with all the provisions of Agreement No. **621690-EPP-1-2020-1-CZ-EPPKA2-SSA** binding the contractor to the AGENCY;
- 3) inform the Contractor immediately of any change likely to affect or delay the implementation of the Project of which the Partner is aware;

- 4) inform the Contractor immediately of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
- 5) submit in due time to the Contractor:
 - a) the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;
 - b) all the necessary documents in the event of audits, checks, evaluation and monitoring.
 - c) any other information to be provided to the AGENCY according to the Agreement, except where the Agreement requires that such information is submitted directly by the Partner to the AGENCY.
- 6) take over an active part of dissemination and securing sustainability. "The first goal of dissemination and exploitation is to spread and embed the Projects' results. The second goal is to contribute to the implementation and shaping of National and European policies and systems." (source: EU dissemination guide).

Article 12 – Liability

- 1) The AGENCY and the Contractor shall not be held liable for any damage caused or sustained by any of the beneficiaries, including any damage caused to third parties as a consequence of or during the implementation of the Project.
- 2) Except in cases of force majeure, the Partner shall compensate the AGENCY for any damage sustained by them as a result of the implementation of the project or because the project was not implemented or implemented poorly, partially or late.

Article 13 - Force majeure

- 1) Force majeure shall be taken to mean any situation or event that is exceptional, unforeseeable, beyond the control of the parties to the contract and not due to errors or negligence by the parties, of a kind that prevents them from fulfilling their obligations under the contract, and that they cannot surmount by exercising due diligence. Flaws in the equipment or material, delays in the equipment or material becoming available (unless the delay is the result of an instance of force majeure), labour disputes, strikes and financial problems cannot be adduced as reasons of force majeure by the party failing to fulfil the contract.
- 2) If either of the parties should find itself in a situation of force majeure, that party shall immediately notify the other by registered letter with acknowledgement of receipt or equivalent means, specifying the AGENCY, likely duration and likely effects of that situation.

Neither party hereto shall be accused of being in breach of its obligations under the contract if the breach is due to force majeure. The parties hereto shall take all necessary measures to contain the effects of any damage stemming from instances of force majeure as far as possible.

Article 14 – Conflict of interests

- 1) The Partner and the Contractor shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political affinity, family or emotional ties or any other shared interest ("conflict of interests").
- 2) Any situation constituting or likely to lead to a conflict of interests during the implementation of the Agreement shall be notified to the AGENCY, in writing, without delay. The Partner and the Contractor shall immediately take all the necessary steps to rectify this situation. The AGENCY reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

Article 15 – Confidentiality

- 1) The AGENCY and the partners shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Agreement and which are explicitly indicated in writing as confidential.
- 2) The partners shall not use confidential information and documents for any reason other than fulfilling their obligations under the Agreement, unless otherwise agreed with the AGENCY in writing.

Article 16 - Processing of personal data

- 1) The access to data that the partners grant to their personnel shall be limited to the extent strictly necessary for the implementation, management and monitoring of the Agreement.
- 2) The partners undertake to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing of the personal data concerned.

Article 18 – Pre-existing rights and ownership and use of the results (including intellectual and industrial property rights)

18.1 Ownership of the results by the beneficiaries

Unless stipulated otherwise in the Agreement, ownership of the results of the Project, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the partners.

18.2 Pre-existing industrial and intellectual property rights

Where industrial and intellectual property rights, including rights of third parties, exist prior to the conclusion of the Agreement, the partners shall establish a list which shall specify all rights of ownership and use of the pre-existing industrial and intellectual property rights and disclose it to the AGENCY at the latest before the commencement of implementation. The partners shall ensure that they have all the rights to use any pre-existing industrial and intellectual property rights during the implementation of the Agreement.

18.3 Rights of use of the results and of pre-existing rights by AGENCY and the Union

The partners grant the Union the right to use the results of the Project for the following purposes:

- (a) use for its own purposes, and in particular, making available to persons working for the AGENCY, Union institutions, agencies and bodies and to Member States' institutions, as well as, copying and reproducing in whole or in part and in unlimited number of copies;
- (b) distribution to the public, and in particular, publication in hard copies and in electronic or digital format, publication on the internet, including on the Europa website, as a downloadable or non-downloadable file, broadcasting by any kind of technique of transmission, public display or presentation, communication through press information services, inclusion in widely accessible databases or indexes;
- (c) translation;
- (d) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- (e) storage in paper, electronic or other format;
- (f) archiving in line with the document management rules applicable to the AGENCY;
- (g) rights to authorise or sub-licence the modes of exploitation set out in points (b) and (c) to third parties.

Additional rights of use for the AGENCY and/or the Union may be provided for in the Special Conditions. The partners shall warrant that the AGENCY and/or the Union has the right to use any pre-existing industrial and intellectual property rights, which have been included in the results of the Project. Unless specified otherwise in the Special Conditions, those pre-existing rights shall be used for the same purposes and under the same conditions applicable to the rights of use of the results of the Project. Information about the copyright owner shall be inserted when the result is divulged by the AGENCY and/or the Union. The copyright information shall read: "© – year – Agency of the copyright owner. All rights reserved. Licenced to –name of the Agency Agency under conditions" or "© – year – name of the copyright owner. All rights reserved. Licenced to the European Union under conditions."

PART B – FINANCIAL PROVISIONS (according to the Grant Agreement signed)

Article 19 – Eligible costs

19.1 Eligible costs of the action are costs actually incurred by the beneficiary and which meet the following criteria:

- a) They are incurred within the implementation period, with the exception of costs relating to the request for payment of the balance and corresponding supporting documents referred to in Article I.4.4.;
- b) They are indicated in the estimated budget of the action. The estimated budget is set out in Annex III;
- c) They are incurred in connection with the action as described in Annex I and are necessary for implementation;
- d) They are identifiable and verifiable, in particular they are recorded in the beneficiary's accounting records and determined according to the applicable accounting standards to the beneficiary's usual cost accounting practices;
- e) They comply with the requirements of applicable tax and social legislation; and
- f) They are reasonable, justified and comply with the principle of sound financial management, in particular regarding economy and efficiency.

19.2 Eligible direct costs

To be eligible, the direct costs of the action must comply with the eligibility conditions set out in Article 19.1

In particular, the following categories of costs are eligible direct costs, provided that they satisfy the eligibility conditions set out in Article 19.1 as well as the following conditions:

- a) The costs of personnel working under an employment contract with the beneficiary or an equivalent appointing act and assigned to the action, provided that these costs are in line with beneficiary's usual policy on remuneration.

Those costs include actual salaries plus social security contributions and other statutory costs included in the remuneration. They may also comprise additional remunerations, including payments on the basis of supplementary contracts regardless of the nature of those contracts, provided that they are paid in a consistent manner whenever the same kind of work or expertise is required, independently from the source of funding used;

The costs of natural persons working under a contract with the beneficiary other than an employment contract or who are seconded to the beneficiary by a third party against payment may also be included under such personnel costs, provided that the following conditions are fulfilled:

- i. The person works under conditions similar to those of an employee (in particular regarding the way the work is organized, the tasks that are performed and the premises where they are performed);
 - ii. The result of the work belongs to the beneficiary (unless exceptionally agreed otherwise); and
 - iii. The costs are not significantly different from the costs of staff performing similar tasks under an employment contract with the beneficiary;
- b) Costs of travel and related subsistence allowances, provided that these costs are in line with beneficiary's usual practices on travel;

c) The depreciation costs of equipment or other assets (new or second-hand) as recorded in the beneficiary's accounting statements, provided that the asset:

- i. Is written off in accordance with the international accounting standards and the beneficiary's usual accounting practices; and
- ii. Has been purchased in accordance with Article II.10.1 if the purchase occurred within the implementation period;

The costs of renting or leasing equipment or other assets are also eligible, provided that these costs do not exceed the depreciation cost of similar equipment or assets and are exclusive of any finance fee;

Only the portion of the equipment's depreciation, rental or lease costs corresponding to the implementation period and the rate of actual use for the purposes of the action may be taken into account when determining the eligible costs. By way of exception, the full cost of purchase of equipment may be eligible under the Special Conditions, if this is justified by the nature of the action and the context of the use of the equipment or assets;

d) Costs of consumables and supplies, provided that they:

- i. Are purchased in accordance with Article II.10.1; and
- ii. Are directly assigned to the action;

- d) Costs arising directly from requirements imposed by the Agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction), including the costs of requested financial guarantees, provided that the corresponding services are purchased in accordance with Article II.10.1.;
- e) Costs entailed by subcontracts within the meaning of Article II.11, provided that the conditions laid down in Article II.11.1 (a), (b), (c) and (d) are met;
- f) Costs of financial support to third parties within the meaning of Article II.12, provided that the conditions laid down in that Article are met;
- g) Duties, taxes and charges paid by the beneficiary, notably value added tax (VAT), provided that they are included in eligible direct costs, and unless specified otherwise in the Agreement.

19.3 Eligible indirect costs

To be eligible, *indirect costs* of the *action* must represent a fair apportionment of the overall overheads of the beneficiary and must comply with the conditions of eligibility set out in Article 19.1.

Eligible *indirect costs* must be declared on the basis of a flat rate of 7% of the total eligible *direct costs* unless otherwise specified in Article I.3.2.

Article 20 – Checks and audits

20.1 Technical and financial checks or audits

- 1) The AGENCY and the Commission may carry out technical and financial checks and audits in relation to the use of the grant.
- 2) The partners and the Contractor shall grant the AGENCY, the Commission as well as any person or body mandated by them a full right of access to all documents concerning the implementation of the Project, its results and the use of the grant in accordance with the terms and conditions of the present Agreement. The partners and the Contractor shall

- 6) Such checks shall not result in an adjustment of the Financial grant amount under this Agreement, but may be used by the AGENCY and the Commission in view of possible future updates of unit contribution levels.

Article 23 - 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 24 - 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.

Article 25 - Addresses for the purpose of notifications

The addresses for the purpose of notifications are those given by the parties hereto in this contract. Any change of address shall be notified in writing, with acknowledgement of receipt, with advance notice of 15 working days before the change of address comes into effect.

Done in two copies.

For the **Contractor**,

For the **Partner**,

Ing. Vladimír Dlouhý CSc.

Mgr. Ján Holub

Date:

18-02-2021

Date:

18-02-2021

Stamp:

HOSPODÁŘSKÁ KOMORA
České republiky
Na Florenci 2116/15, 110 00 Praha 1

-1-

Stamp:

Spoločnosť s ručením obmedzeným
L. Podjavorinská 22
080 05 Prešov
IČO: 37 946 765

-2-

grant them also access to the sites and premises where the Project is or was carried out. This right of access shall be granted until five years after the date of the payment of the balance of the grant or the reimbursement thereof by the partners, unless a longer duration is required by the National law.

20.2 Duty to keep documents

The partners and the Contractor shall keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective National and under the conditions laid down therein, for a period of five years starting from the date of payment of the balance, unless a longer duration is required by the national law.

Article 21 - Reports

- 1) The Contractor has entered a binding agreement with the AGENCY through Agreement No. 621690-EPP-1-2020-1-CZ-EPPKA2-SSA to issue two reports: an interim report to be supplied by 31st December 2021 covering the first year of the Project period (01.01.2020 – 31.12.2021), and a Financial report covering the entire period of the Project (01.01.2022 – 31.12.2023).
- 2) 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.
- 3) The Partner shall provide the Contractor with any information and document required for the preparation of the Financial report and with copies of any necessary supporting documents completed and signed by the legal representative.

Article 22 - Monitoring and evaluation

- 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 partners accept to participate in and contribute to monitoring and evaluation activities organised by the AGENCY and the European Commission as well as by any persons and bodies mandated by them.
- 4) In this context, the partners shall grant the AGENCY, the European Commission as well as any persons and bodies mandated by them a full right of access to all documents concerning the implementation of the project and its results. This right of access shall be granted until five years after the date of the payment of the balance of the grant or the reimbursement thereof by the partners.
- 5) The partners accept that the AGENCY and the Commission may check the statutory records of the partners for the purpose of periodic assessments of unit contribution levels.