



Erasmus+

**PARTNERSHIP AGREEMENT**

Sustainability & Technology for Future VET Careers

Erasmus+ Programme - KA210: Small-Scale Partnerships in Vocational Education

Agreement n° 2025-1-ES01-KA210-VET-000362440

This contract, drawn up under the Community Programme "Erasmus+" (Regulation (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013), shall govern relations between:

**CIFP ANDRA MARI LHII,**

**Address: Bo Elexalde, 45 B 48960 Galdakao, Basque Country-**

**Spain OID Number : E10011858**

hereafter named "**the Coordinator**", represented by **Mrs. Aixa Zalabarría Carrasco**, Principal and legal representative of the one part, and

**Spojena skola Juraja Henischa,**

**Address: Slovenská 5, Bardejov, Slovakia**

**OID Number : E10071303**

hereafter named "**the Co - Beneficiary**", represented by **Mr. Jozef Sobek**, legal representative of the other part,

Have agreed as follows:

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#### §1 Subject

The current Partnership Agreement is based on the Grant agreement n° 2025-1-ES01-KA210-VET-000362440 signed by the Coordinator and The National Agency for European Educational Programs and Mobility. Both the Coordinator and Co-Beneficiary commit themselves to carrying out the work programme covered by the contract mentioned above and the tasks connected to the implementation of the project.

1. According to the Grant Agreement, the total cost of the project for the foreseen implementation period shall be of a maximum amount of **60.000,00 EUR** [according to the Article 1.3.1 of the Grant Agreement], all financing combined.

The final financial contribution shall depend on the evaluation of the quality of the results of the project n° 2025-1-ES01-KA210-VET-000362440 pursuant to the rules laid down at Community level, particularly in the Guidelines for Administrative and Financial Management and Reporting, but shall, under no circumstances, give rise to a profit.

2. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project n° 2025-1-ES01-KA210-VET-000362440 under the Agreement passed between the National Agency and the Coordinator.
3. The subject matter of this Agreement and related information in the annexes form an integral part of this contract and each party declares to have read and approved all the contents included.

#### § 2 Duration

1. The project N° 2025-1-ES01-KA210-VET-000362440 has a duration of **18 months**. It starts on **01.09.2025** and ends on **28.02.2027**, according to the dates stated in the grant agreement signed by the Coordinator and the NA.
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 7. However, the contract shall remain valid for auditing purposes even after its expiration.
3. The Agreement shall have retroactive effect from **10.11.2025**.
4. The eligibility period of the incurred costs starts on **10.11.2025** and finishes on **28.02.2027**.

#### § 3 Obligations of the Coordinator

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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/or in its annexes, in accordance with the objectives of the project as set out in the Agreement concluded between the **NA** and the **Coordinator**;
2. to send to the **Co-Beneficiary** a copy of the Contract including its annexes.
3. to notify and provide the **Co-Beneficiary** with any amendment made to the Agreement n° **2025-1-ES01-KA210-VET-000362440** concluded with the **NA**;
4. to define together with the **Co-Beneficiary** the role/rights/obligations/tasks of the two parties, including those concerning the attribution of the intellectual property rights;
5. to comply with all the provisions of Agreement n° **2025-1-ES01-KA210-VET-000362440** binding the **Coordinator** to the **NA**.

#### § 4 Obligations of the Beneficiary The

Beneficiary 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 n° **2025-1-ES01-KA210-VET-000362440** concluded between the **NA** and the **Coordinator**;
2. to comply with all the provisions of Agreement n° **2025-1-ES01-KA210-VET-000362440** binding the **Coordinator** to the **NA**;
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.
6. to promptly inform the **Coordinator** and ask the authorization for any relevant changes or delay in the performance of the activities or in the financial management undertaken under the present Contract.

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§ 5 Financing

The total expenditure to be committed by the **Co-Beneficiary** for the period covered by this contract is estimated at **14.240,00 €** (including taxes and duties). In no case the grant can exceed this sum.

§ 6 Payments

1. The **Coordinator** commits himself to carrying out payments, less any expenditure incurred on behalf of the **Beneficiary**, relating to the subject matter of this contract to the **Co-Beneficiary** itself, according to the achievement of the tasks and according to the following schedule:

1 <sup>st</sup> payment	EUR – 80% 11.392,0 EUR	Within 30 calendar days after signing this partnership agreement upon receipt of the first tranche from the NA.
Final payment	EUR – 20% 2.848,0 EUR	After receiving the balance following the approval of the final report by the National Agency.

In order to receive each payment, the partner will be asked to provide to the coordinator a formal request/debit note/invoice.

2. All payments shall be regarded as advances pending explicit approval by the **NA** of the final report, the corresponding cost statement and the quality of the results of the project.
3. Any revenue generated by the project and received by the **Co-Beneficiary** shall be declared in the financial statement and shall limit the "Small-Scale Partnerships in Vocational Education and Training" financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the **Coordinator** in order to be able to fill out the Interim and Final Reports concluded with the National Agency.
4. If the **NA** should request the repayment of EU contribution from the **coordinator** or should reduce of the final amount in the balance, the coordinator shall ask the **co-beneficiary** that has caused the irregularity resulting in repayment of the EU contribution unduly paid, according to the request of the Agency.
5. In case of not fulfilling allocated obligations and tasks by the **co-beneficiary** in respect of the quality standards related to the project performance, the **coordinator** has the right to withhold or reduce the payment of instalment from the programme funds.



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§ 9 Monitoring and supervision

1. The **Co-Beneficiary** shall provide without delay the **Coordinator** with any information that the latter may request concerning the carrying out of the work programme covered by this contract and the related annexes.
2. The **Co-Beneficiary** shall make available to the **Coordinator** any document making it possible to check that the previously mentioned work programme is being or has been carried out.

§ 10 Liability

1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this Agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.
2. The **Co-Beneficiary** shall protect the European Commission, the **NA**, the **Coordinator** and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract, to the extent that these damages are not due to the serious or intentional negligence of the **EC**, the **NA**, the **Coordinator** or their personnel.
3. In case of bankruptcy or otherwise legally incapacity and/or financial/legal non-fulfillment of one partner should cause reduction of project financial resources, the legal principle of joint liability will be applied in accordance to the principle of partnership solidarity.

§ 11 Termination of the contract

1. The **Coordinator** may terminate the contract if the **Co-Beneficiary** has inadequately discharged or failed to discharge any of the contractual obligations.
2. The **Co-Beneficiary** shall immediately notify the **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this contract.
3. The **Coordinator** may terminate this agreement if the **co-beneficiary** enters into bankruptcy, or makes any other arrangement for the benefit of its creditors, or becomes otherwise legally incapacitated.
4. In the event that the **Co-Beneficiary** fails to fulfil its obligations, does not carry out the agreed tasks, and/or does not respond to reasonable communications from the

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Coordinator and other partners within a reasonable period of time, the Coordinator shall have the right to unilaterally terminate this Agreement. In such case, the Co-Beneficiary shall return to the Coordinator any project funds received which have not been used for the proper implementation of the agreed activities. The calculation of the amount to be returned shall be based on the actual work performed, in accordance with the project management workflow and the activities stipulated in the Grant Agreement.

#### § 12 Jurisdiction clause

1. Failing amicable settlement, the Courts of Spain 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 Spain.

#### § 13 Usage of the results of the project

1. The **Co-Beneficiary** undertakes to disseminate freely accessible information on the Project implementation activities at national level.
2. The **Co-Beneficiary and Coordinator** undertake to provide free access in the Internet to the outputs and contents developed during the implementation period foreseen by the Project.
3. The use of the results of the project will follow the frame of the rules set by the Grant Agreement in the articles describing dissemination tasks for the project. Further specifications for the specific outputs will be decided within the partnership if necessary.

#### § 14 Confidentiality

1. In the event of any Party (the "Disclosing Party") making available to the other Party (the "Receiving Party") confidential information relating to its business, students, pupils or other activities in the course of the Project, the Receiving Party shall maintain the confidentiality of such information, and shall not disclose it to third parties, members of its staff, pupils or students outside the team working on the Project or include it in the results of the Project without the prior written permission of the Disclosing Party.

#### § 15 Amendments or additions to the contract

1. 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.

#### Annexes

- a) Detailed budget relating to the activities of the Partner (costs associated with the activities).
- b) Description of the Partner's tasks as indicated in the application Form.

Done 10.11.2025, in two copies.

For the Coordinator,

The legal representative  
Mrs. AIXA ZARRABIA GARRASCO

10.11.2025



For the Partner,

The legal representative  
Mr. JOZEF SOBEK

Spojená škola Juraja Henischa,  
Slovenská 5, Bardejov  
Slovenská 5, 085 01 Bardejov

10.11.2025

<b>SPOJENÁ ŠKOLA JURAJA HENISCHA</b> Slovenská 5, 085 01 Bardejov	
Dátum:	10.12.2025
Číslo záznamu:	Číslo spisu: s. 104/2025/1029
Prílohy:	Vyhovuje: /