

*ERASMUS+ PROGRAMME*  
*Cooperation Partnerships*  
*Key Action 220-VET*

Project number: 2021-1-ES01-KA220-VET-000034818

Project name: Logistics VET Hub

**CONTRACT BETWEEN THE PROJECT COORDINATOR AND THE PARTNER**

This contract, drawn up under the Erasmus+ Programme Key Action 2 (Programme Decision 2021/C 103/11), shall govern relations between:

**Xarxa: Formació Professional (Xarxa FP)**

**Public Entity**

**Association**

**Official registration number: 2424-1**

**Official address: Plaça d'Espanya 5, 1<sup>st</sup> floor, 08014 Barcelona (Spain)**

**VAT Number: G-62207261**

**OID number: E10072409**

hereinafter referred to as "*the Coordinator*" of the afore-mentioned project, represented for the purposes of signature of this contract by the President, Ms Maria Jesus Cervero

on the one part,

and

**Legal name of your organization: Tartu Rakenduslik Kolledž / Tartu Vocational College**

**Official registration number: 75024308**

**Official address: Kopli 1, 50115 Tartu (Estonia)**

**VAT number: EE100786499**

**OID number: E10071743**

hereinafter referred to as "*the Partner*", represented for the purposes of signature of this contract by the **Mr Raini Jõks**

on the other part,

which have agreed as follows:

**Article 1. Subject**

The Coordinator and the Partner commit themselves to carrying out the work programme covered by this contract. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project "*Logistics VET Hub*" with reference number 2021-1-ES01-KA220-VET-000034818 signed between the National Agency and the Coordinator.

The total budget of the project for the contractual period referred to by the project, all financing combined, is estimated at **116.178 EUR**.

1. The subject matter of this contract and the related work programme are detailed in its annexes A and B, and the Agreement and its annexes, which form an integral part of this contract and which each party declares to have read and approved.
2. The final financial contribution shall depend on the evaluation of the quality of the results of the project in the Agreement 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.

#### **Article 2. Duration**

1. The project referred to in Article 1 has duration of **24 months**. It starts on **01/11/2021** and ends on **31/10/2023**.
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 7.1.
3. The period of eligibility of the costs starts on **01/11/2021** and finishes on **31/10/2023**.

#### **Article 3. 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 to the Partner a copy (in English) of the Agreement 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 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 with Agreement binding the Coordinator to the National Agency.

#### **Article 4. 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 concluded between the National Agency and the Coordinator;

2. To comply with all the provisions of Agreement 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.

#### **Article 5. Financing**

1. The total Erasmus+ grant for the Partner for the period covered by this contract shall be **13.162 EUR** and shall take the form of unit contributions and reimbursement of eligible costs actually incurred in accordance with the provisions mentioned in the project Agreement.

#### **Article 6. Co-financing**

There is no financial contribution to the project amounts from the Partner to the Coordinator.

#### **Article 7. Payments**

1. 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 following schedule:

1st payment:	40 % upon signing of the internal contract and after the National Agency releases the first pre-financing payment to the Coordinator;
2nd payment:	40 % upon completion of agreed tasks and outputs in the work programme, submission of the Interim/Progress Report and all supporting documents and after the National Agency releases the second payment to the Coordinator.
Final payment:	up to 20 % of balance of the grant based on approved costs will be paid once the partner's contractual duties have been fully met and all the necessary supporting documentation has been received, upon submission and approval of the Final Report and after the National Agency releases the final payment to the Coordinator.
2. 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.

#### **Article 8. Bank account**

Name of bank: AS SEB

Address of branch:

Precise denomination of account holder: Tartu Linnavalitsus/Tartu City Government

Full account number (including bank codes): EE521010220032600015

IBAN: EE521010220032600015

BIC/SWIFT: EEUHEE2X

Reference number: 18609178000008

#### **Article 9. Reports**

1. The Partner shall provide the Coordinator with any information and documents required for the preparation of the Interim/Progress Report (report 1) and Final Beneficiary Report (report 2) and, where appropriate, with certified copies of all the necessary supporting documents *completed and signed by the legal representative* by the deadlines and for the periods specified below:

- Report 1: By end of January 2023 – for the activities undertaken during the period of November 2021 –January 2023, so that the Coordinator fulfils the obligation with the National Agency of submitting the Interim/Progress Report by 28<sup>th</sup> of February 2023 at the latest;
- Report 2: By October 2023 – for the activities undertaken during the entire period of the project, so that the Coordinator fulfils the obligation with the National Agency of submitting the Final Beneficiary Report by 31<sup>st</sup> of October 2023 at the latest.

2. The Partner shall provide the Coordinator with any information and documents required for the preparation of the Final Beneficiary Report and, where appropriate, with certified copies of all the necessary supporting documents covering the whole duration of the project *completed and signed by the legal representative* by October 2023 at the latest.

#### **Article 10. Monitoring and supervision**

1. The Partner shall provide without delay the Coordinator with any information that the latter may request from the Partner concerning the carrying out of the work programme covered by this contract.
2. The Partner shall make available to the Coordinator any document necessary making it possible to check that the aforementioned work programme is being or has been carried out.
3. The obligations described in Article II.2 of the General Conditions of the Agreement apply *mutatis mutandis* to the coordinator and partner.

#### **Article 11. 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 Partner shall protect the Coordinator and its 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 Coordinator or its personnel.

#### **Article 12. 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.
2. The Partner shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.

#### **Article 13. Jurisdiction clause**

1. Failing amicable settlement, the jurisdiction applied in 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 jurisdiction of Spain.

#### **Article 14. Amendments or additions to the contract**

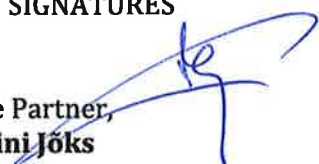
Amendments to this contract shall be made only by a Supplementary Agreement including the amended articles and signed on behalf of each of the parties by the signatories to this contract.

#### **Annexes**

- A) Detailed budget relating to the activities of the Partner (costs associated with the activities and sources of financing).
- B) Description of Partner's tasks.

#### **SIGNATURES**

For the Partner,  
**Mr Raini Jõks**



For the Coordinator,  
President, Mrs Maria Jesus Cervero

Done at Tartu, date 05.04.2022

Done at Barcelona, date

Done in two copies in English.

**ANNEX A. Detailed budget relating to the activities of the Partner**

<b>PARTNER BUDGET</b>	
Reference number : 2021-1-ES01-KA220-VET-000034818	
<b>A. Budget Headings</b>	
<b>1. Project Management &amp; Implementation (PM&amp;I)</b>	250€/total months (24) = 6.000€ Total PM&I: 6.000€
	<b>M1, Lisbon (Portugal)</b> <ul style="list-style-type: none"> <li>• Number of participants: 2</li> <li>• Grant/participant (&gt;2000 km): 760€</li> </ul> <b>Total M1: 1.520€</b>
	<b>M2, Groningen (Netherlands)</b> <ul style="list-style-type: none"> <li>• Number of participants: 2</li> <li>• Grant/participant (100-1999 km): 575€</li> </ul> <b>Total M2: 1.150€</b>
	<b>M3, Rovaniemi (Finland) - online</b> <ul style="list-style-type: none"> <li>• Number of participants: 2</li> <li>• Grant/participant (0 km): 0€</li> </ul> <b>Total M3: 0€</b>
	<b>M4, Kuopio (Finland)</b> <ul style="list-style-type: none"> <li>• Number of participants: 2</li> <li>• Grant/participant (100-1999 km): 575€</li> </ul> <b>Total M4: 1.150€</b>
	<b>M5, Barcelona (Spain)</b> <ul style="list-style-type: none"> <li>• Number of participants: 2</li> <li>• Grant/participant (&gt;2000 km): 760€</li> </ul> <b>Total M5: 1.520€</b> <b>Total Ms: 5.340€</b>
<b>2. Transnational Projects Meeting (Ms)</b>	
	<b>C1, Skelleftea (Sweden)</b> <ul style="list-style-type: none"> <li>• Number of participants: 2 staff</li> <li>• Travel grant/student (500-1999 km): 275€</li> <li>• Individual Support/participant (106€* 6days)=636€</li> </ul> <b>Total C1: 1.822€</b>
	<b>C2, Tartu (Estonia)</b> <ul style="list-style-type: none"> <li>• Number of participants: 3 students</li> <li>• Travel grant/student (0 km): 0€</li> <li>• Travel grant/accompanying person (0 km): 0€</li> </ul>
<b>3. Learning/Teaching/Training Activities (Cs)</b>	

	<ul style="list-style-type: none"> <li>• Individual Support/student (0€* 6days): 0€</li> <li>• Inclusion support for organization: 0€</li> </ul>
	Total C2: 0€
	Total Cs: 1.822€
<b>TOTAL GRANT</b>	<b>13.162 €</b>

**ANNEX B. Description of Partner's tasks**

The Partner will have the following tasks in the project:

<b>Tasks</b>
Undertake and engage proactively in all activities required in every working package (WPs)
Contribute to collect the necessary data for all activities representing its territory
Contribute to identify and collect best practices
Make recommendations
Attend all transnational meetings
Co-lead the WP4. Recommendations
Organize visit program and host the learning activity for students in Tartu (C2)
Selection, preparation and participation of staff from Tartu that will take place in learning activities in Skellefteå (C1)
Selection, preparation and participation of staff from Tartu that will take place in learning activities in Tartu (C2)
Contribute to the implementation of the quality plan and dissemination plan during the project

