



Erasmus+



“CLIL FOR CHILDREN”

ERASMUS+ PROGRAMME

STRATEGIC PARTNERSHIPS (KEY ACTION 2)

AGREEMENT NUMBER 2015-1-IT02-KA201-015017

**CONTRACT BETWEEN THE COORDINATOR AND CO-
BENEFICIARIES**

This contract shall govern relations between:

The Language Center S.r.l., *hereafter named “The Coordinator”, represented by Stefania Belli, Managing Director,*

on the one hand

and Direzione Didattica Aldo Moro Terni, *hereafter named “the Co-beneficiary”, represented by professor Angela Paletta, Head Teacher*

on the other hand

Which have agreed as follows:

Article 1/Subject

1. The Coordinator and the co-beneficiary commit themselves to carrying out the work programme covered by this contract, for the project entitled “CLIL for Children”, under the ERASMUS+ Programme, Key Action 2-Strategic Partnerships.

This work programme comes under the Agreement n° 2015-1-IT02-KA201-015017 concluded between **the Coordinator** and the **INDIRE National Agency**.

The **maximum grant of the project** for the contractual period referred to by the Agreement number 2015-1-IT02-KA201-015017, is estimated at **383.025,00 EUR**.

2. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project “CLIL for Children” under the Agreement n° 2015-1-IT02-KA201-015017 passed between the **INDIRE National Agency** and the **Coordinator**.
3. 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 September 1st, 2015 and ends on September 1st, 2018 at the latest.
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 6.1.
3. The period of eligibility of the costs starts on September 1st and finishes on September 1st 2018 at the latest.

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 **INDIRE National Agency** and the **Coordinator**;
2. to notify and provide the co-beneficiary with any amendment made to the Agreement n°2015-1-IT02-KA201-015017 concluded with the **INDIRE National Agency**;
3. 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;

4. to comply with all the provisions of Agreement n° 2015-1-IT02-KA201-015017 binding the **Coordinator** to the **INDIRE National Agency**.

Article 4/Obligations of the co-beneficiary

The Co-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° 2015-1-IT02-KA201-015017 concluded between the **INDIRE National Agency** and the **Coordinator**;
2. to comply with all the provisions of Agreement n° 2015-1-IT02-KA201-015017 binding the **Coordinator** to the **INDIRE 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 maximum grant of the co-beneficiary for the period covered by this contract is estimated at **31.943,00** EUR. The co-beneficiary's detailed budget is described in the annexes to this contract (**Annex a**).

Article 6/Reporting

1. The Co-beneficiary shall provide to the Coordinator with one Progress Report (from now onward referred to as "The Report(s)" every 6 months, starting from the beginning of the Project and according to the formats that will be provided by the Coordinator. The Reports have to be provided no later than 30 month days after the 6 month period to which they refer. The last Report will list all the costs incurred by the Co-beneficiary during the entire project.
2. Notwithstanding at point 1, the Report due before the deadline set by INDIRE on the Coordinator of the Technical Report on Progress will be provided at the deadline of the reporting period for the Technical Report on Progress.

Article 7/ Payments

1. The Coordinator commits himself to carrying out payments relating to the subject matter of this contract to the co-beneficiary according to the achievement of the tasks and according to the following schedule:

1st instalment:

Equal to 30% of the total funding allocated to the Coordinator will be transferred within 5 working days from the date of receipt by the Coordinator of the present agreement signed by the Coordinator, once INDIRE has sent to the Coordinator the first pre-financing payment due to the Coordinator.

2nd instalment:

Equal to 10% of the total funding allocated to the Coordinator will be transferred upon receipt of claim forms with supporting documentation and agreed outcomes in the work programme. The co-beneficiary reserves the right to withhold this second advance if the co-beneficiary's report to coordinator is submitted after the deadline mentioned in article 8 of this contract. However payment of this second instalment will only be made when the Co-beneficiary has spent the first 30% of its total budget.

3rd instalment:

Equal to 30% of the total funding allocated to the Co-beneficiary will be transferred after the submission by the Co-beneficiary of the progress reports at the end of each six month period as shown above in Article 6.1 and after submission of first interim report submitted to INDIRE within February 2017 and after INDIRE has transmitted to the Coordinator the second pre-financing payment. Payment of this third instalment will only be made if and when the Co-beneficiary has spent at least 40% of its total budget.

4th instalment:

Equal to 10% of the total funding allocated to the Co-beneficiary will be transferred after the submission by the Co-beneficiary of the progress reports at the end of each six month period as shown above in section 6.1. Payment of the 4th instalment will only be made when the Partner has spent at least 70% of its total budget.

5th and final payment

The balance up to 20% will be paid once the Co-beneficiary's contractual agreements have been fully met, all the necessary supporting documentation has been received and the National Agency has approved the final report. The Beneficiary reserves the right to withhold the balance and demand a refund of the amounts already paid if the report is presented after the deadline mentioned in article 6.1 of this agreement.

2. All payments shall be regarded as advances pending explicit approval by the INDIRE National Agency of the final report *including approval of the eligibility of the costs*, the corresponding cost statement and the quality of the results of the project.

Article 8/Bank account

[(references of the bank account opened in the name of the co-beneficiary into which the funds allocated to the Co-beneficiary will be paid)]

Bank Name:	CASSE DI RISPARMIO DELL'UMBRIA
Bank Address:	CORSO TACITO – TERNI
Bank postcode:	05100
Account holder:	DIREZIONE DIDATTICA 'ALDO MORO' TERNI
Account Number:	100000046062
IBAN Number:	IT 70 J 06315 14405 100000046062
BIC/SWIFT Number:	CRSPIT3SXXX

Article 9/ Monitoring and supervision

1. The Co-beneficiary 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 Co-beneficiary 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.
3. The obligations described in Article II.20 (checks and audits) of the agreement n 2015-1-IT02-KA201-015017 apply to the Coordinator and Co-beneficiary.

Article 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 INDIRE National Agency, 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 INDIRE National Agency, the Beneficiary or their personnel.

Article 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, insofar as this is not due to *force majeure*, after notification of the Co-beneficiary by registered letter has remained without effect for one month.

2. The Co-beneficiary shall immediately notify the Beneficiary, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 12/ Jurisdiction clause

1. Failing amicable settlement, the Courts of *Perugia, ITALY* 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 Italy.

Article 13/ 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.

Annexes

- a) Detailed budget relating to the activities of the Co-beneficiaries
- b) Copy of Agreement No 2015-1-IT02-KA201-015017 between Coordinator and the INDIRE National Agency
- c) Annex III of the Agreement No 2015-1-IT02-KA201-015017 (Financial and Contractual Rules)

Done in Todi, in two copies.

For the **Coordinator**,

For the **Co-beneficiary**,

The legal representative
(Stefania Belli, Managing Director)

The legal representative
(Professor Angela Paletta, Head Teacher)

[signature]

[signature]

[date]

[date]

Annex A : Detailed Budget for each Co-beneficiary (see also page 72 of the Application Form)

PIC	Organisation Name	Role	Total	Project Management and Implementation	Trans/National Project Meetings	Intellectual Outputs	Multipier Events	Travels	Individual Supports	Linguisic Support	Special Needs	Exceptional Costs	Exceptional Costs Guarantee
949409642	The Language Center srl	Applicant Organisation	46.400,00	10.000,00	3.450,00	15.080,00	0,00	025,00	2.100,00	0,00	0,00	6.927,00	0,00
942953200	Agrupamento de Escolas Gândufo e Mato	Partner Organisation	28.012,00	9.000,00	3.245,00	9.970,00	0,00	2.160,00	2.625,00	0,00	0,00	1.012,00	0,00
929085610	Direzione Didattica Aldo Moro Terni	Partner Organisation	31.943,00	9.000,00	1.725,00	15.788,00	0,00	1.650,00	2.625,00	0,00	0,00	1.156,00	0,00
930001081	Direzione Didattica Tod	Partner Organisation	31.943,00	9.000,00	1.725,00	15.788,00	0,00	1.650,00	2.625,00	0,00	0,00	1.155,00	0,00
951294796	Gumi O.S. Organizzazioni Special S.r.l.	Partner Organisation	78.467,00	9.000,00	4.600,00	47.705,00	12.000,00	550,00	1.400,00	0,00	0,00	3.211,00	0,00
949593626	Istituto Politecnico de Castel Bianco	Partner Organisation	54.560,00	9.000,00	6.490,00	27.639,00	6.000,00	1.090,00	2.100,00	0,00	0,00	2.351,00	0,00
940025427	Școala Gimnazială Alexandru Dima	Partner Organisation	20.729,00	9.000,00	2.300,00	5.380,00	0,00	1.375,00	1.925,00	0,00	0,00	749,00	0,00
940960150	Szkola Podstawowa nr 138 im. Juliana Tuwima	Partner Organisation	18.317,00	9.000,00	2.300,00	5.380,00	0,00	275,00	700,00	0,00	0,00	662,00	0,00
990280711	UNIVERSITATEA DIN PITESTI	Partner Organisation	36.200,00	9.000,00	4.600,00	13.942,00	6.000,00	275,00	700,00	0,00	0,00	1.603,00	0,00
999963488	UNIVERSYTET ŁÓDŹKI	Partner Organisation	36.353,00	9.000,00	4.600,00	13.114,00	6.000,00	550,00	1.400,00	0,00	0,00	1.689,00	0,00
Calculated Total			383.025,00	99.000,00	35.035,00	169.805,00	30.000,00	10.390,00	18.200,00	0,00	0,00	20.595,00	0,00