



Erasmus+

ERASMUS+ PROGRAMME¹

KEY ACTION 2: COOPERATION FOR INNOVATION AND THE EXCHANGE OF GOOD PRACTICES

STRATEGIC PARTNERSHIPS IN THE FIELD OF SCHOOL EDUCATION

Partnership Agreement

Project n° 2016-1-BG01-KA201-023670

Preparing primary teachers to lead inclusive learning (PRETTi)

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:

Name of the partner organisation: National Association of Resource Teachers - Bulgaria

Official legal address: Sofia, 1 Vladovo Str.

PIC: 944809101

Official legal status: Association

Official registration number: 176204693

hereafter named "the Coordinator ", represented by

Kalina Valova,

Function: Chair person,

on the one hand and

Name of the partner organisation: Výskumný ústav detskej psychológie a patopsychológie

Official legal address: Bratislava, Cyprichova 42

PIC: 997595434

Official legal status: public subject (contributory organization)

Official registration number: 00681385

hereafter named "the Beneficiary", represented by

Peter Lukáč

Function: director,

on the other hand,

Which have agreed as follows:

¹ Regulation (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing 'Erasmus+' the Union programme for education, training, youth and sport and repealing Decisions No 1719/2006/EC, No 1720/2006/EC and No 1298/2008/EC Text with EEA relevance

Article 1/Subject

1. Having regard to the provisions of the decision No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing 'Erasmus+': the Union programme for education, training, youth and sport and repealing Decisions No 1719/2006/EC, No 1720/2006/EC and No 1298/2008/EC Text with EEA relevance, the **Coordinator** and the Beneficiary commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the Agreement n°2016-BG01-KA201-023670, concluded between **the Coordinator** and the **National Agency**.

This Partnership Agreement sets out the terms by which the Coordinator and the Beneficiary will work together to implement a Strategic partnership in the field of school education with the following aims and objectives:

Aim: the main aim of the project is to support development of teachers' competences in the field of learning difficulties recognition through designing, testing and piloting an innovative handbook with guidelines and evaluation exercises.

Objectives:

****develop and pilot a handbook for teachers;***

****organize transnational training activity;***

****carry out a large international thematic conference.***

2. ***The total grant of the project for the contractual period referred to by the Agreement n°2016-BG01-KA201-023670, all financing combined, is estimated at maximum amount of 177 440 EUR (including all taxes and duties) and shall take the form of unit contributions and reimbursement of eligible costs.***

3. The final financial contribution shall depend on the evaluation of the quality of the results of the project n°2016-BG01-KA201-023670 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.

4. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project n°2016-BG01-KA201-023670 under the Agreement n°2016-BG01-KA201-023670 passed between the **National Agency** and the **Coordinator**.

5. 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 **24 months**. It starts **on 03/10/2016** and ends on **02/10/2018**.

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 **03/10/2016** and ends on **02/10/2018**.

Article 3/Obligations of the Coordinator

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 Application form, approved by the Bulgarian National Agency and all its annexes;

2. To send to the Beneficiary a copy of the Application form, approved by the Bulgarian National Agency and all its annexes; the Guidelines for Administrative and Financial Management and Reporting; of the various reports and of any other official document concerning the project;

3. To define in conjunction with the Beneficiary the role and rights and obligations of the two parties;

4. To comply with all the provisions of Agreement n°2016-BG01-KA201-023670 binding the **Coordinator** to the **National Agency**.

5. To comply with all the provisions presented in the Agreement hereby binding the **Coordinator** to the **Beneficiary**.

Article 4/Obligations of the Beneficiary

1. To take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in all its annexes, in accordance with the objectives of the project as set out in the Application form, approved by the Bulgarian National Agency;

2. To comply with all the provisions of the Agreement hereby binding the **Coordinator** to the **Beneficiary**;

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 send to the **Coordinator** Financial and Management reports as defined in *Article 9*.

7. To maintain original and readable copies, and when possible originals of all the supporting documentation used for the project progress, interim and final reports (including invoices, receipts, boarding passes and other tickets, payrolls, contracts and bank information) for a period of at least five years following the final payment and to provide such copies if required for audit procedures, performed by the Bulgarian NA, other NA of member state of EU or any other official auditing body of the European Commission.

Article 5/Financing

1. The total expenditure to be committed by the **Beneficiary** for the period covered by this contract **on 03/10/2016** and ends on **02/10/2018** is estimated at **19 230.00 EUR** (including all taxes and duties).

Article 6/Co-financing

The **Beneficiary's** financial contribution to the project amounts to 25% of the eligible **exceptional costs** if referred to the **Beneficiary** and included in the approved budget of the project.

Article 7/Payments

1. The Coordinator commits himself to carrying out payments, relating to the subject matter of this contract to the Beneficiary according to the achievement of the tasks and according to the following two instalments:

1.1. Project management budget: every 6 months

1 st Payment	1500 EUR	Within 30 calendar days after the date of signature by the last of both participating parties to this contract and receiving the first payment from the Bulgarian NA
2 nd Payment	1500 EUR	Up to 30 calendar days after Beneficiary's First Progress report (Financial and Management) approval by the Coordinator and after the agreed tasks and outputs in the work programme for the relevant time period are completed.
2 nd Payment	1500 EUR	Up to 30 calendar days after Beneficiary's Second Progress report (Financial and Management) approval by the Coordinator and after the agreed tasks and outputs in the work programme for the relevant time period are completed.
Balance payment	Up to 1500 EUR	The balance will be paid once the Beneficiary's contractual agreements have been fully met; all the necessary supporting documentation has been received and all the agreed tasks and outputs in the work programme are completed. Within 30 calendar days after receiving the balance payment from the Bulgarian NA.

1.2. Project implementation budget (transnational project meetings, intellectual outputs, joint staff training event)

1 st Payment	5 292 EUR – 40%	Within 30 calendar days after the date of signature by the last of both participating parties to this contract and receiving the first payment from the Bulgarian NA
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2 nd Payment	5 292 EUR – 40%	Up to 30 calendar days after Beneficiary's Second Progress report (Financial and Management) approval by the Coordinator and after the agreed tasks and outputs in the work programme for the relevant time period are completed.
Balance payment	Up to 2 646 EUR – up to 20%	The balance will be paid once the Beneficiary's contractual agreements have been fully met; all the necessary supporting documentation has been received and all the agreed tasks and outputs in the work programme are completed. Within 30 calendar days after receiving the balance payment from the Bulgarian NA.

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.

3. Any revenue generated by the project and received by the **Beneficiary** shall be declared in the financial statement and shall limit the “Strategic Partnerships in the field of education, training and youth” financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the **Coordinator** in order for the **Coordinator** to be able to fill out the Interim and Final Reports for the n°2016-BG01-KA201-023670, concluded with the **National Agency**.

4. The balance payment as mentioned in Article 7.1 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.

Article 8/Balance payment

1. Within 60 days after the end date of the Project specified in Article 2.1, the Coordinator shall complete a final report in Mobility Tool+ on the implementation of the Project. The 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 in accordance with Article II.16 of the General conditions and Annex III Financial and Contractual rules of Erasmus+. The final report is considered as the coordinator's request for payment of the balance of the grant.

2. 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 2.1 of this contract the remaining part of the eligible costs incurred by the beneficiary for its implementation.

Without prejudice to Articles II.17.2 and II.17.3 of the General conditions, on receipt of the documents referred to in the final report, the NA shall pay the amount due as the balance within 60 calendar days.

This amount shall be determined following approval of the final report and in accordance with the fourth subparagraph. Approval of the final report shall not imply recognition of the

regularity or of the authenticity, completeness and correctness of the declarations and information it contains. The amount due as the balance shall be determined by deducting, from the final amount of the grant determined in accordance with Article II.18, the total amount of pre-financing and interim payments already made. Where the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.18, the payment of the balance may take the form of a recovery as provided for by Article II.19 of the General conditions.

Article 9/Bank account of the Beneficiary

BANK NAME:	Štátna pokladnica
ADDRESS OF BANK:	Radlinského 32, 810 05 Bratislava
ACCOUNT HOLDER NAME (institution's account):	VÚDPaP
ACCOUNT NUMBER:	7000065228/8180
IBAN:	SK05 8180 0000 0070 0006 5228
SWIFT / SORT CODE:	SPSRSKBA
IBAN BIC:	SPSRSKBA

Article 10/Reports

1. The **Beneficiary** shall provide the **Coordinator** the Financial and Management reports on quarterly basis for the following periods:

Report	Period	Deadline
1 st Progress report	03/10/2016 – 28/02/2017	30/03/2017
2 nd Progress report	01/03/2017 – 31/08/2017	30/09/2017
3 rd Progress report	01/09/2017 – 28/02/2018	31/03/2018
Final report	01/03/2018 – 02/10/2018	31/10/2018

2. The **Beneficiary** shall provide the **Coordinator** with any information and documents required for the preparation of the progress and interim reports and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative and certified as originals* by **30/03/2017; 30/09/2017; 31/03/2018; 31/10/2018**; at the latest.

3. The **Beneficiary** shall provide the **Coordinator** with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative and certified as originals* by **31/10/2018** at the latest.

Article 11/ Monitoring and supervision

1. The **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 **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.

Article 12/ 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 **Beneficiary** shall protect the **European Commission**, the **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 **EC**, the **National Agency**, the **Coordinator** or their personnel.

Article 13/Termination of the contract

1. The **Coordinator** may terminate the contract and stop the payments to the **Beneficiary** if the latter 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 **Beneficiary** by registered letter has remained without effect for one month.

2. The **Beneficiary** shall immediately notify the **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this agreement.

Article 14/ Jurisdiction clause

1. Failing amicable settlement, the Courts of *The Republic of Bulgaria* 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 Republic of Bulgaria*.

Article 15/ Usage of the results of the project

1. The **Beneficiary** undertakes to disseminate freely accessible information on the Project implementation activities at national level.

2. The **Beneficiary** and **Coordinator** undertake to provide free access in the Internet to the training tool developed within the Project.

Article 16/ 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:

- I) Detailed budget relating to the activities of the **Beneficiary** (costs associated with the activities and sources of financing).
- II) Description of the **Beneficiary's** tasks and breakdown of the “Strategic partnerships in the field of education, training and youth” allocation.
- III) Detailed Gantt sheet with all project activities allocated within 24 months project implementation period.
- IV) GfNA-II-B-Erasmus+Grant agreement multi beneficiary – 2016 – Part II General conditions
- V) GfNA-II-B-Erasmus+Annex III_multibeneficiary_revision 2016 - Annex III Financial and Contractual rules

For the **Coordinator**,

The legal representative

Kalina Valova, chair person

For the **Beneficiary**,

The legal representative

Peter Lukáč, director

Done at Sofia

Date: 28.12.2016

Done at Bratislava

Date: 20.12.2016

Annex I_Approved Budget

Name of the project:

Project Acronym:

Partner:

Period of the project:

Preparing primary teachers to lead inclusive learning

PRETTi

Výskumný ústav detskej psychológie a patopsychológie

03/10/2016 - 02/10/2018

Applicant organisation:

City

Country

National Association of Resource Teachers - Bulgaria

Sofia

Bulgaria

Project Management and Implementation				€ 6 000.00
Transnational Project Meetings				€ 1 150.00
Total numbers of meetings	Total No. of participants	Distance Band	Grant per participant	Grant requested
2	2	100 - 1999 km	575	1150
Intellectual Outputs				€ 10 360.00
Output identification	Category of Staff	No. of Working Days	Grant per participant	Grant requested
O1	Researcher/Trainers/Teachers	140	74	10360
Learning/Teaching/Training Activities				€ 1 720.00
Travel				
Activity No	No of participants	Distance Band	Grant per participant	Grant requested
C1	2	>= 2000 km	360	720
Individual support				
Activity No	No of participants	Distance Band	Grant per participant	Grant requested
C1	2	>= 2000 km	500	1000
				€ 19 230.00

ANNEX II PROJECT TASKS AND PARTNERS RESPONSIBILITIES

MANAGEMENT

1	Have all costs identifiable and verifiable in accordance with national rules.
2	Send to the coordinator the request for payment in four phases as described in Article 7/Payments.
3	Send the proofs of expenses to the coordinator following the deadlines described in Article 10/Reports.
4	Ensure the participation of 2 staff members in 3 partnership meetings and participation of at least 1 staff member in all online partnership meetings.
5	Form the project management group at national level in order to ensure successful implementation of the project.
6	Form the project group for the development of intellectual outputs and define the tasks and responsibilities of each group member at national level.
7	Delegate a member to the project Steering Committee for effective communication, management and solving problems.
8	Implement the project activities and disseminate project results inside and outside partner organization according to the Detailed Gantt Sheet (Annex III).
9	Contribute to implementation of the Evaluation and Quality Assurance strategy by providing feedback to the responsible partner and coordinator respecting the deadlines planned
10	Proofreading and editing of the translations

INTELLECTUAL OUTPUT

O1	PRETTi Handbook
O1A2	Design and Development
1	Contribute to the design and development of the draft content (practical exercises and guidelines) and structure
2	Contribute to design and development of final version (practical exercises and guidelines) after testing
O1A3	Testing, Validation and Exploitation
1	Lead the development of testing report
2	Participate with 2 representatives in joint staff training event in Cordoba
O1A4	Monitoring and Evaluation
1	Contribute to the development of the evaluation report

2	Provide the coordinator of the activity (University of Bucharest) with the needed information
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DISSEMINATION

1	Contribute to the dissemination process
2	Participate in the organization of the International Dissemination Conference in Sofia
3	Organize the production of 4 project newsletters
4	Stakeholders management
5	Contribute to the maintenance of the project website and social media performance
6	Organise the sending of the promotional emails (each partner should produce mailin list)

LEARNING/TEACHING/TRAINING ACTIVITIES

1	Organise the selection, preparation, participation of 2 representative in the Joint staff training event in Cordoba, Spain, May 2018
2	Organise follow up activities of the mobility period