



# Erasmus+

I.C.- "OMODEO - BEETHOVEN"-SCISCIANO  
Prot. 0004100 del 18/05/2023  
VI-2 (Uscita)

**GRANT AGREEMENT for a :**

**Project with multiple beneficiaries under the ERASMUS+ Programme**

**AGREEMENT NUMBER – 2022-2-IT02-KA210-SCH-000098779**

**CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER <sup>1</sup>**

This contract shall govern relations between:

**ISTITUTO COMPRENSIVO STATALE OMODEO BEETHOVEN**  
VIA SAN GIOVANNI, 50 80030 – SCISCIANO (NA) Italy  
*represented by Rosanna LEMBO*

of the one part,

**INSTITUTO DE ENSEÑANZA SECUNDARIA SANTA LUCÍA**  
35004038 Avenida La Unión 97 35110 Vecindario  
ES3511001D  
and  
*represented by Ortega Suárez Manuel*

of the other part,

Which have agreed as follows:

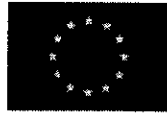
**Article 1 – SUBJECT MATTER OF THE AGREEMENT**

1. The NA has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the Project entitled "**We are the Different Colors of Europe**" ("the Project") under the Erasmus+ Programme Key Action 2: Strategic Partnerships. The Coordinator and the Partner commit themselves to carrying out the project as set out in the Annex 2 of the contract.
2. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project "**We are the Different Colors of Europe**" under the Agreement n° **2022-2-IT02-KA210-SCH-000098779** passed between the National Agency and the Coordinator.
3. The maximum grant of the project for the contractual period referred to by the Agreement n°**2022-2-IT02-KA210-SCH-000098779**, is estimated at **60.000 EUR** [the amount mentioned in Annex II - KA2 - Agreement Number: **2022-2-IT02-KA210-SCH-000098779**].
4. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project no - **Agreement n° 2022-2-IT02-KA210-SCH-000098779** under the Agreement n° **2022-2-IT02-KA210-SCH-000098779** passed between the **National Agency** and the **Coordinator**.

**Article 2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION**

1. The project referred to in Article 1.2.2 of **Agreement n° 2022-2-IT02-KA210-SCH-000098779** has a duration of **16 months**. It starts on **14<sup>th</sup> of April 2023** and ends **13<sup>th</sup> of August 2024**.
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 17.1

<sup>1</sup> The **Coordinator** shall be entitled to add other clauses to those indicated here.



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3. The period of eligibility of the costs starts on 14<sup>th</sup> of April 2023 and finishes on 13<sup>th</sup> of August 2024.

## Article 3 - OBLIGATION 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 of the **Agreement n°2022-2-IT02-KA210-SCH-000098779** and its annexes, concluded with the National Agency, 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 n°2022-2-IT02-KA210-SCH-000098779 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 **Agreement n° 2022-2-IT02-KA210-SCH-000098779** binding the **Coordinator** to the **National Agency**.

## Article 4- OBLIGATION 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 n° 2022-2-IT02-KA210-SCH-000098779** concluded between the **National Agency** and the **Coordinator**;
2. to comply with all the provisions of **Agreement n° 2022-2-IT02-KA210-SCH-000098779** 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 - DISSEMINATION

1. **The partner shall acknowledge the grant support received under the Erasmus+ Programme** in any document disseminated or published, in any product or material produced with the grant support, and in any statement or interviews given, in accordance with the visual identity guidelines provided by the European Commission.
2. The acknowledgement shall be followed by a disclaimer stating that the content of the publication is **the sole responsibility of the publisher and that the European Commission is not liable for any use that may be made of the information.**

## Article 6 - FINANCING THE ACTION

1. The total expenditure to be committed by the Partner for the period covered by this contract is estimated at **21.152 EUR**. The partner's detailed budget is described in the annexes to this contract (Annex a).



## 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 the following schedule:

1st payment: **16.921,6** - 80% of the total budget.

After each mobility, would you provide us :

Certificate of attendance, Minutes, Travel tickets, Activities, as well as accommodation and food invoices

Final payment: **4.230,4 EUR** - 20% 60 days from the receipt of the final report

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

## Article 8 - BANK ACCOUNT

*[(references of the bank account opened in the name of the Partner into which the funds allocated to the Partner will be paid ) ]*

Bank Name:	Bank	CAIXA BANK
Bank Address:	Bank Address	PLAZA SAN NICOLAS, 14 (SARDINA)
Account Name:	Account Name	GOBIERNO DE CANARIAS (IES SANTA LUCIA)
Sort Code:	Sort Code	
Account Number:	Account Number	2100-2006-70-1300404103
BIC:	BIC	CAIXESBBXXX
IBAN:	IBAN	ES90 2100 2006 7013 0040 4103

## Article 9 - SUBMISSION OF REPORTS AND OTHER DOCUMENTS

1. The **Partner** 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* by the 30/06/2024 at the latest.

## Article 10 - MONITORING, CHECKS AND AUDITS

1. The Partner 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 Partner 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 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 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 National Agency, the Beneficiary or their personnel.



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## Article 12 - TERMINATION OF THE AGREEMENT

1. The **Coordinator** may decide to terminate the agreement 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 Rome Court of Appeal 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 14 - SUPPLEMENTARY AGREEMENTS

Amendments to this contract shall be made only by a written supplementary Agreement signed on behalf of each of the parties by the signatories to this contract. No oral agreement may bind the parties to this effect.

### [Annexes]

- a) Detailed budget relating to the activities of the Partner (costs associated with the activities).
- b) Copy of Agreement between Coordinator and National Agency n° 2022-2-IT02-KA210-SCH-000098779
- c) Annex II of the Agreement n° 2022-2-IT02-KA210-SCH-000098779 (Budget Summary)
- d) Annex III of the Agreement n° 2022-2-IT02-KA210-SCH-000098779 (Financial and Contractual Rules)

Done at Ic Omodeo-Beethoven, Via San Giovanni, 50 80030 – SCISCIANO (NA) Italy

May, 02/05/2024  
For the **Coordinator**,

The legal representative  
Rosanna Lembo, Principal



For the **Partner**,  


The legal representative  
(name and function)

MANUEL ORTEGA SUÁREZ  
HEADMASTER, PRINCIPAL

[signature]

[date] 02.05.2023