



Education and Culture DG

Lifelong Learning Programme

Partner Agreement

LLP – Leonardo da Vinci – ECVET

Project Title: 2get1care- Lebenslanges Lernen und Interprofessionalität in den Gesundheitsfachberufen

Agreement Number: 2010-4653-001-001

Project Number: 191143-LLP-1-2010-1-DE-LEONARDO-ECVET

This contract is made and entered into by and between

Competence Center EUROPA im Berufsbildungswerk gGmbH (bfw)

whose registered office is at
Im Neuenheimer Feld 582, D-69120 Heidelberg
represented by Antje Utecht, Head of Unit,
hereinafter referred to as **Contractor**

and

Egészségügyi Szakképző és Továbbképző Intézet (Institute For Basic and Continuing Education of Health Care Workers)

whose registered office is at
Horánszky utca 15, H-1085 Budapest, Hungary
represented by László Vízvári, General director

hereinafter referred to as **Partner**.

Whereas, within the framework of LLP-LdV-ECVET, the Contractor has concluded an agreement with the Commission of the European Communities (hereinafter referred to as **Commission**) for the Project called **2get1care- Lebenslanges Lernen und Interprofessionalität in den Gesundheitsfachberufen** (hereinafter referred to as **Project**). This agreement (hereinafter called **CEC Contract**) shall form an integral part of the present Contract.

The Contractor and the Partner shall be bound by the terms and conditions of the CEC Contract **2010 - 4653 / 001 – 001** signed between **bfw** and the Commission on December 17th 2010. The CEC Contract constitutes Annex II of the present Contract. Annex I of the present Contract gives the details of the implementation of the Project.

The Contractor and the Partner shall be bound by the terms and conditions of any further amendments to the CEC Contract in accordance with the procedure set out in Article 13.

The Contractor and the Partner have agreed to define their rights and obligations with respect to carrying out specific tasks relating to the Project as described in Annex I of this Contract. Therefore, the following is hereby agreed between the Contractor and the Partner.

Article 1 - The Objective of the present Contract

On the basis of the present Contract the Contractor and the Partner shall contribute to the achievement of the requirements of the CEC Contract together with the other parties (Partners and Subcontractors) performing the CEC Contract in accordance with the terms and conditions as stated in the present Contract.

Article 2 - The Project Period

The present Contract shall come into force on the day when it has been signed by both the Contractor and the Partner respectively but shall have retroactive effect from 01.01.2011. This Contract will cover the period up to 31.12.2013.

Article 3 - The Obligations of the Contractor and the Partner

The Contractor and the Partner shall perform and complete their share of the work under the present Contract in accordance with the requirements set out in Annexes I, II, III and IV of the present Contract. The parties to the present Contract shall carry out the work in accordance with the timetable set out in Annex I using their best endeavours to achieve the results specified therein and shall carry out all of their responsibilities under the present Contract in accordance with recognised professional standards.

The Partner shall provide the personnel, facilities, equipment and material necessary to be able to perform and complete the Partner's share of the work under this Contract.

The Partner shall carry out the work in such a way that no act or omission in relation thereto shall constitute, cause, or contribute to any breach or non-compliance by the Contractor or by any Partner or any Subcontractor of any of their respective obligations under the CEC Contract. The Partner shall impose the same contractual conditions on any consultants that the Partner engages in the Project for the undertaking of the work.

Article 4 - Allocation of Funds

The total expenditure to be committed by the Partner for the period covered by this contract is estimated at **15741 EUR** (including all taxes and duties).

- The contribution for the Partner shall be a maximum amount of **11806 EUR**
- The Partner's financial contribution to the project amounts to **3935 EUR**

Article 5 - Record Keeping and Reporting

The Contractor and the Partner shall be bound by the obligations set and instructions given for the declaration of expenses in the CEC Contract. The Partner shall keep a record of any expenditure incurred under the Project and all proofs and related documents for five years after the end of the period covered by the present Contract. All invoices to the Contractor must be dated and certified as true and exact by the Financial Officer of the Partner. The Contractor may reject any item of expenditure, which cannot be justified in accordance with the rules set out in the rules for eligible expenditure.

The Partner is required to present declarations following the given deadlines

Progress report I	30.09.2011
Progress report II (Interim report)	30.06.2012
Progress report III	31.03.2013
Progress report IV (Final report)	31.01.2014

The reports have to contain the real and total expenditures to the Contractor of the work undertaken during the respective periods, separating expenditures paid out by the Partner and expenditures committed by the Partner but not paid out; and secondly have to contain the course of development of the Project activities undertaken by the Partner. All details as well as templates provided by the Contractor and/or the Commission will be introduced and discussed with the partners well in time.

The Partner agrees to supply to the Contractor all the information that the latter finds necessary concerning the implementation of the present Contract (e.g. workings contracts, payment slips, travel regulations).

The Partner shall promptly inform the Contractor of any delay in the performance of the activities undertaken by the Partner under the present Contract.

A Final Report on the Project activities, including a final declaration of expenditure, must be submitted by the Partner to the Contractor no later than 31.01.2014.

Upon request, the Partner shall make available any documentation on Project finance and activities required by the Commission.

Article 6 - Rules of Payment

bfw shall pay the Partner for work completed satisfactorily and expenses documented properly according to the description and schedule of this work in Annexes I - V of the present Contract and according to the following schedule:

1 st payment:	20% of the grant (2361,20€) within 30 days after the partner contract was signed by both sides and the first payment of the Commission was made to the Contractor
2nd payment:	20% of the grant (2361,20€) within 60 days after the submission of the first internal financial report and completion of tasks as laid down in the work plan (see Annex I)
3rd payment:	20% of the grant (2361,20€) within 30 days after the Interim Report was approved by the Commission and the second payment of the Commission was made to the Contractor
4th payment:	20% of the grant (2361,20€) within 60 days after the submission of the first internal financial report and completion of tasks as laid down in the work plan (see Annex I)
5th payment:	Remaining amount to the expenditures made by the Partner (up to the maximum amount of grant) within 30 days after the final report was approved by the Commission and the final payment of the Commission was made to the Contractor

All payment requests must be provided with the following information

1. presentation of all relevant information (e.g. invoices, timetables, salary slips) in accordance with the CEC Contract and the rules of the financial management of the project.

The final payment will be regarded as payment of the final balance, after the Contractor received and approved all documents up to the Final report from the Partner, after the Commission has approved the final report and after the final payment of the Commission was transferred to the Contractor.

All payments shall be regarded as prefinancing rates (advances) pending explicit approval by the Executive Agency of the final report, the corresponding cost statement and the quality of the results of the project. Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the 2get1care financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the Contractor.

Article 7 - Banking Details

The remuneration to be paid to the Partner shall be paid into the Partners institutional account in accordance with the following banking details:

Name and Address of the Account Holder: Egészségügyi Szakképző és Továbbképző Intézet (Institute For Basic and Continuing Education of Health Care Workers), Horánszky utca 15, H-1085 Budapest, Hungary

Name of Bank: Magyar Államkincstár

Address of Bank: Váci street 71, H-1139 Budapest, Hungary

Bank Code:

Swift Code/BIC: MANEHUHB

IBAN: HU23 10032000-00281478-00000000

Account Number: 10032000-00281478-00000000

Article 8 - Ownership

All rights for the exploitation of the further training concept for health care teachers developed in the project are owned by bfw explicitly. Other project results may be used by the Partner in accordance with the Contractor.

Article 9 - Termination

In the event that the Partner fails to perform any obligations under the present Contract or the CEC Contract and does not remedy such failure within 30 days after having received a notice in writing from the Contractor specifying the failure and requiring such remedy, then without prejudice to any other rights or remedies, the Contractor shall be entitled to terminate the present Contract forthwith, without the application of any juridical procedures, by notice in writing to the Partner.

If the Partner or the Contractor breaches the terms of the present Contract, the other party shall have the right to terminate this Contract.

Either party to this Contract shall have the right to terminate this Contract if the other party is insolvent or enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors.

The Contractor shall have the right to terminate the present Contract if a change in the bye-laws or composition of the Partner affects the conditions for developing the Project.

The Contractor shall have the right to terminate the present Contract if the Partner has made false declarations to the Contractor on work carried out or on expenditure. If the present Contract is so terminated, the Contractor may require the Partner to reimburse all or part of the payments made under this Contract.

Article 10 - Damages for Non-performance

If the present Contract is terminated for the reason that the Partner fails to perform its obligations under the present Contract, the rights and licences granted to the Partner pursuant to this Contract shall cease immediately, and the Partner shall forfeit the right to reimbursement for obligations performed.

Furthermore, if the Contract is terminated by the Contractor due to non-performance of obligations by the Partner, the Partner shall be responsible for and pay any direct cost increase resulting from the necessity to remedy the Partners breach of responsibilities and to assign the tasks of the Partner as specified in the present Contract to one or several parties.

Article 11 - Liability

The Partner shall be solely liable for any loss, destruction, damage, death or injury to the persons or property of the Partner or of the Partners' employees or of third parties resulting directly or indirectly from performance of the work under the present Contract. The Partner shall indemnify the Contractor and any other partner against any claim made against or liability incurred by the Contractor in respect of any infringement by the Partner of any copyright or other industrial property right or any statutory protection in respect of any report or other material supplied by the Partner to the Contractor pursuant to the present Contract.

The Contractor shall not be required to provide insurance cover to persons participating in activities undertaken by the Partner under the present Contract.

Article 12 - Confidentiality

The Contractor and the Partner must treat as confidential and must use all reasonable effort to ensure that they do not disclose to any person any information of technical, commercial or financial nature or otherwise relating in any manner to the execution of the Project, except in the circumstances detailed in the following paragraph below.

The above clause relating to confidentiality shall remain in force for a period of five years after the completion of work under the CEC Contract but shall not in any case be deemed to extend to any information which the receiving party can show

- at the time of receipt published or otherwise generally available to the public;
- after receipt by the receiving party been published or become generally available to the public otherwise than through any act or omission on the part of the receiving party;
- already in the possession of the receiving party at the time of receipt without any restrictions on disclosure;
- rightfully acquired from others without any undertaking of confidentiality imposed by the disclosing party;
- developed independently of the work under the CEC Contract by the receiving party.

The above clause relating to confidentiality shall not be deemed to extend to academic publications and public presentations provided that information beyond the general framework of the project deliverables and the characterisation of single test items is not disclosed. However, the Contractor shall be notified of any intention on the part of the Partner to produce such publications and make such presentations.

Article 13 - Modification of the Contract

Changes or amendments to the present Contract shall be approved by both parties to the Contract and become effective when signed by authorised representatives of both parties.

Article 14 - Settlement of Disputes and Applicable Law

If there is a dispute or difference between the parties arising out of or in connection with the present Contract or out of activities undertaken under the present Contract, including disputes regarding quality, the parties shall first endeavour to settle it amicably.

Article 15 - The Annexes

Annex I: Description of the action

Annex II: Contract with CEC

Annex III: Estimated eligible total budget of the action

Annex IV: Partner budget

Annex V: Guidelines for administrative and financial management and reporting

Done in three copies by the legal representatives:

For the **Contractor**,

For the **Partner**,

Name: Antje Utecht
Position: Head of Unit

Name: László Vízvári
Position: General director

Signature:

Signature:

Stamp:

Stamp:

Place: Heidelberg
Date:

Place: Budapest
Date: