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PADAGOGISCHE HOCHSCHULE
NIEDERÖSTERREICH

**Erasmus+ Programme
Cooperation Partnerships
2022 Key Action 2**

**PROJECT NUMBER – 2022-1-AT01-KA220-HED-0000085025
CultureNature Literacy (CNL) – Curricular key competences for shaping Europe's
future in the Anthropocene**

**PARTNERSHIP AGREEMENT BETWEEN
THE PROJECT COORDINATOR AND THE PARTNER**

This contract, drawn up under the Erasmus+ Programme 2022, Key Action 2, Programme HED: Partnerships for Cooperation, registration number 2022-1-AT01-KA220-HED-000085025 (hereinafter “Project”), shall govern relations between:

Pädagogische Hochschule Niederösterreich (TRF) (University College of Teacher Education Lower Austria), registered seat: 2500, Baden, Mühlgasse 67, Austria; represented by: Univ.-Prof. HR MMag. DDr. Erwin Rauscher, VAT number: ATU37980805, OID number: E10054064, Erasmus ID Code: A BADEN01 hereinafter as the „Coordinator”)

Contact person of the Coordinator: Michaela Tscherne
Phone number: +43 676 9054104
Email: Michaela.tscherne@ph-noe.ac.at

on the one part,

and

Erstes Europäisches Klima- und Umweltbildungszentrum EKUZ, Gemeindeamt Mallnitz, Mallnitz 11, A-9822 Mallnitz, Österreich, hereinafter referred to as “Partner”, represented for the purposes of signature of this Agreement by Mag. Dr. Sabine Seidler, (function).

VAT number: AT
OID number: E10276458
Erasmus ID Code:
Contact person of the Project Partner: Mag.^a Dr.ⁱⁿ Sabine Seidler
Phone number: +43 664 4509513
Email: s.seidler@forum-anthropozoen.com

on the other part,

which have agreed as follows:

Article 1. Subject

1. 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 with Agreement number 2022-1-AT01-KA220-HED-000085025, signed between the OeAD-GmbH – Agentur für Bildung und Internationalisierung – Austria's Agency for Education and Internationalisation, National Agency for Erasmus+ (hereinafter "**NA**") and the **Coordinator**.

The maximum amount of the grant is **250,000.00 EUR**. This amount consists of funds of the European Union and the Republic of Austria. The grant takes the form of a lump sum grant for the completion of work packages/activities.

2. The subject matter of this contract and the related work programme are detailed in its annex I, and the Agreement with number 2022-1-AT01-KA220-HED-000085025 and its annexes, which form an integral part of this contract and which each party declares to have read and approved.
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project with Agreement number 2022-1-AT01-KA220-HED-000085025 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 a duration of **36 months**. It starts on **November 1, 2022** and ends on **October 31, 2025**.
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 **November 1, 2022** and ends on **October 31, 2025**.

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 **NA** and the **Coordinator**;
2. To send to the **Partner** a copy of the Agreement number 2022-1-AT01-KA220-HED-000085025 and its annexes, concluded with the **NA**, 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 number 2022-1-AT01-KA220-HED-000085025 concluded with the **NA**;
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 number 2022-1-AT01-KA220-HED-000085025 binding the **Coordinator** to the **NA**.
6. To submit an interim and a final report based on the information provided by the **Partner**.
7. To comply with the data protection regulations of the Pädagogische Hochschule NÖ (see <https://www.ph-noe.ac.at/de/datenschutzerklaerung>) when processing personal data.
8. To refer to the funding from Union funds and quote the emblem of the European Union clearly visible on any publication/dissemination in connection with the project as well as to quote the disclaimer.

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 number 2022-1-AT01-KA220-HED-000085025 concluded between the **NA** and the **Coordinator**;
2. To comply with all the provisions of Agreement number 2022-1-AT01-KA220-HED-000085025 binding the **Coordinator** to the **NA**;
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 assure compliance with the specified and agreed deadlines and the quality criteria defined by the **Coordinator**.
6. 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.
7. To keep any documentation related to the project for 10 years from the last payment.
8. To refer to the funding from Union funds and quote the emblem of the European Union clearly visible on any publication/dissemination in connection with the project as well as to quote the disclaimer.

9. To take note of the data protection regulations of the Pädagogische Hochschule NÖ (see <https://www.ph-noe.ac.at/de/datenschutzerklaerung>) and comply with them.
10. To waive their exploitation rights so that all products from the project can be made available to the general public free of charge.

Article 5. Financing

1. The total Erasmus+ contribution for the **Partner** shall be a maximum amount of **16,625.-- EUR**.
2. Planned trips to meetings that do not take place reduce the budget or have to be compensated by additional tasks to be agreed upon between the **Partner** and the **Coordinator**.

Article 6. Co-financing

The financial contribution of the **Partner** includes working hours incurred for travel time and participation in project meetings and multiplier events, respectively the activities listed in Annex I of this agreement in this context. Travel costs exceeding the budgeted amount of 575 Euro per organisation have to be covered by the **Partner** as his*her own financial contribution.

Article 7. Payments

1. The **Coordinator** commits himself*herself 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: pre-financing payment: 40% within 30 days upon signing of the internal contract.

The aim of the pre-financing is to provide the beneficiaries with a float. The pre-financing **remains the property of the NA** until the payment of the balance.

2nd payment: second pre-financing payment: to be paid by August 31, 2024 or within 30 calendar days after the payment of the second pre-financing payment by the NA has been received by the **Coordinator**; up to 40% and upon completion of agreed tasks and outputs in the work programme of the first period of the project and after the **Coordinator** receives and approves the **Partner's** report and all supporting documents requested by the **Coordinator**.

If at the end of the reporting period, the statement on the use of the pre-financing shows that less than 70% of previous pre-financing payments paid has been used to cover costs of the project, the further pre-financing **shall be reduced** by the

difference between 70% threshold and the amount used.

Payment of the balance: up to 20% of the remaining subsidy within 120 calendar days after the end date of the project or within 30 calendar days after the payment of the balance by the NA has been received by the **Coordinator** – the balance based on approved costs will be paid once the **Partner's** contractual duties have been fully met and all the necessary supporting documentation requested by the **Coordinator** has been received, and after the NA approves the final report and releases the balance payment to the **Coordinator**.

2. The payment of the balance is subject to the approval of the request for payment and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content. Thus, the Partner shall ensure that all required documents are submitted to the **Coordinator** in the scope and quality requested by the **Coordinator**. In this regard, the **Partner** undertakes to keep time records in order to be able to provide the required evidence.
It is pointed out that all payments shall be regarded as advances pending explicit approval by the NA of the final report, the corresponding cost statement and the quality of the results of the project.

Article 8. Bank account

Name of bank: Kärntner Sparkasse AG

Address of branch:

9821 Obervellach, Hauptplatz 15

Precise denomination of account holder:

Erstes Europäisches Klima- und Umweltbildungszentrum

Full account number (including bank codes):

IBAN: AT112070604600121596

SWIFT/BIC Code: KSPKAT2KXXX

Article 9. Reports

1. The Partner shall provide the **Coordinator** with any information and documents required for the preparation of interim reports 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:
 - By May 15, 2024 – for the activities during the period of November 1, 2022 to May 1, 2024

- By November 30, 2025 – for the activities during the period May 1, 2024 to October 31, 2025

The **Coordinator** reserves the right to request interim reports from the **Partner**.

2. The **Partner** shall provide the **Coordinator** with any information and documents required for the preparation of the final 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 November 30, 2025* 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 the Agreement 2022-1-AT01-KA220-HED-000085025 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 Courts of Austria 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 Austria.

Article 14. 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) Description of **Partner's** tasks including detailed budget relating to the activities of the **Partner** (costs associated with the activities and sources of financing).
- II) Role Descriptions

SIGNATURES

For the **Partner**,

VS Mag.a Sara Schaar / VS Mag.a Dr. Sabine Seidler

[function/forename/surname]

For the **Coordinator**,

[signature]

Klagenfurt, 12.01.2023
Done at [place], [date]

MMag. DDr. Erwin Rauscher, Rector
Done at Baden, November, 14, 2022

Done in two copies in English.