



**Co-funded by  
the European Union**

ERASMUS+ PROGRAMME<sup>1</sup>  
KA220-VET: COOPERATION PARTNERSHIPS IN VOCATIONAL EDUCATION AND  
TRAININGS

**BILATERAL AGREEMENT BETWEEN THE COORDINATING ORGANISATION AND  
OTHER BENEFICIARY**

**Agreement for project number 2023-2-CZ01-KA220-YOU-000170539**

**Project name: Street Art for the Future -Training course for youth workers on how to use street art as a tool for social inclusion**

This agreement, drawn up under the programme ERASMUS +, shall govern relations between:

*European Projects & Management Agency (EPMA)*  
*Official legal address: Čajkovského 1671/25, 130 00 Praha 3*  
*OID: E10187623*  
*Official registration number: CZ71225978*  
**hereafter named "the Coordinator", represented by**  
**Iva Walterova**  
*Function: Director*

on the one hand and

**COMUNE DI REGGIO EMILIA**  
*Official legal address: Piazza Prampolini, 1 Reggio Emilia - Italy*  
*Official registration number:*  
**hereafter named "the Beneficiary", represented by Roberto Montagnani**  
*Function: Director*

on the other hand,

This agreement shall regulate the parties' interactions as well as their respective rights and obligations in relation to their participation in the project „ School ARt Gallery - training course for art teachers using augmented reality “ under the Agreement 2023-2-CZ01-KA220-YOU-000170539 signed between the DZS – Dum Zahranicni Spoluprace (hereinafter referred to as "National Agency" or "NA") and European Projects & Management Agency (hereinafter referred to as the Coordinator), as well as the remaining other Beneficiaries listed in the Annex attached to the present agreement, who have agreed as follows:

<sup>1</sup> Regulation (EU) 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing Erasmus+ - the Union programme for education and training, youth and sport and repealing Regulation (EU) No 1288/2013

## Article 1 – Subject of the agreement

1. Having regard to the provisions of the Regulation (EU) 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing Erasmus+ - the Union programme for education and training, youth and sport and repealing Regulation (EU) No 1288/2013, the **Coordinator** and the **Beneficiary** commit themselves to carrying out the work programme covered by this contract.
2. The National Agency has decided to award a grant under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes for the **project** entitled: "Street Art for the Future -Training course for youth workers on how to use street art as a tool for social inclusion" under the Erasmus+ Programme, Key Action 2 "Cooperation partnerships" as described in Annex I of the Grant agreement.
3. This work programme comes under the Agreement **2023-2-CZ01-KA220-YOU-000170539** concluded between **the Coordinator** and the **National Agency**.
4. The total grant of the project for the contractual period referred to by the Agreement 2023-2-CZ01-KA220-YOU-000170539, all financing combined, is estimated at maximum amount of **400 000 EUR** (including all taxes and duties) and shall take the form of a lump sum for the implementation of the project activities.
5. The final financial contribution shall depend on the evaluation of the quality of the results of the project **2023-2-CZ01-KA220-YOU-000170539** 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.
6. 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 01/04/2024** and ends on **31/03/2027** (both dates inclusive) regarding the implementation of the project; it ends once the final report has been approved by the National Agency (in case there is no extension to this project).
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 **Beneficiary's** costs starts on **01/04/2024** and ends on **31/03/2027** (both dates inclusive).

## 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 Czech National Agency and all its annexes;
2. To send to the Beneficiary a copy of the Application form, approved by the Czech 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 **2023-2-CZ01-KA220-YOU-000170539** 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**.
6. To maintain original and readable copies, and when possible originals of all the supporting documentation used for the project implementation, progress, interim and final reports (including invoices, receipts, boarding passes and other tickets, timesheets, 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 Czech NA, other NA of member state of EU or any other official auditing body of the European Commission.
7. To maintain copies, and when possible originals of all the supporting documents (including supporting documents from the other beneficiaries) demonstrating the qualitative performance of the activities (e.g. minutes and materials from meetings, lists and materials from training events, project deliverables, etc.).

#### **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 KA220-YOU-B91975DD, approved by the Czech National Agency;
2. To comply with all the provisions of the Grant Agreement **2023-2-CZ01-KA220-YOU-000170539**, 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 mention the existence of the project on the website of the **Beneficiary's** organization (if applicable) and insert a link of the project website, and to do at least one update on the project every semester.
7. To maintain original and readable copies, and when possible originals of all the supporting documentation used for the project implementation, 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 Czech NA, other NA of member state of EU or any other official auditing body of the European Commission.

8. Time is of the essence with respect to all provisions within this Agreement. Any significant delay in performance by either party shall constitute a material breach of this Agreement. If the **Beneficiary** fails to perform his obligations in relation to the development of the project foreseen results and outputs; selection of participants for transnational meetings or training events and/or organisation of promotional events and such failure in compliance shall continue for thirty (30) days after delivery of official written notice (by either email or regular mail) on behalf of the **Coordinator** specifying the failure and requesting immediate corrective actions and compensation of the delay in the project implementation, the **Beneficiary's** grant awarded for the abovementioned budget categories will be reduced as follows:
- Regarding Transnational meetings and training events – In case the **Beneficiary** fails to select and ensure the participation of the approved number of participants in the events planned in the project, the respective unused grant/s will be redirected to another partner/s, who have the capacity to engage participants complying with the necessary requirements (profile, distance, etc.)
  - Regarding Promotional events – In case the **Beneficiary** fails to ensure the participation of the minimum number of participants in the national promotional event, the respective unused grant/s for each national and/or international participant/s will be redirected to the other partners.
  - Regarding Work packages - In case the **Beneficiary** fails to perform its obligations regarding the creation of the project foreseen results and outputs, described in Annex I of the Grant Agreement, and this non-performance causes significant delays and hinders the work of the partnership and the timely provision of the abovementioned products, the **Coordinator** (after consultation and approval by the Czech National Agency) reserves the right to partially or fully redirect the **Beneficiary's** budget awarded for those activities to the other partners (depending on the specific allocation for the respective activity/result).
  - The reductions of the **Beneficiary's** budget will be used to cover the costs related to implementation of the additional work of **Coordinator** and the other partners in compensating the non-performance of the **Beneficiary** and maintaining the proper project implementation on behalf of the whole partnership.

#### **Article 5 - Financing**

The total expenditure to be committed by the **Beneficiary** for the period covered by this contract starts on **01/04/2024 and ends on 31/03/2027** is estimated at **64 810.00 EUR** (including all taxes and duties).

#### **Article 6 – Payment arrangements**

1. The **Coordinator** commits himself to carrying out payments, less any expenditure incurred on behalf of the **Beneficiary**, relating to the subject matter of this contract to the **Beneficiary** according to the achievement of the tasks and according to the following schedule:

1 <sup>st</sup> Payment	25 924 EUR – 40%	Within 15 calendar days after the date of signature by the last of both participating parties to this contract.
2 <sup>nd</sup> Payment	25 924 EUR – 40%	Up to 30 calendar days after the Interim report approval and reception of the Funds from the National Agency and after the agreed tasks and outputs in the work programme for the relevant time period are completed and if the <b>Beneficiary</b> declares spending of at least 70% of the previous

		instalment during the respective period.
Balance payment	Up to 12 926 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 Czech NA.

2. The purpose of the pre-financing (advance) payments is to provide funds to the Beneficiaries to implement the project activities. The advance payment remains the property of the National Agency until the balance of the grant is paid. 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. All transfers will be done after receiving an official letter of request of instalment from the **Beneficiary**.
4. The **Beneficiary** shall reimburse the **Coordinator** the balance payment if the pre-financing exceeds the total of the expenses during the lifetime of the project.
5. All payments shall be made in EURO. Requests for payment must be made in EURO.

#### **Article 7 – Final report and balance payment request**

1. Within 60 calendar days of the end date of the project, the **Coordinator** shall submit a final report on the implementation of the project using the reporting tools specified in Article 21 of the Grant agreement and, where applicable, upload all project results to the Erasmus+ Project Results Platform as specified in Article 4.1. of the Special Conditions of the Grant agreement. The report must contain the information, necessary to justify the contribution on a unit amount basis in accordance with the Grant Agreement. The final report shall be considered as a request by the **Coordinator** for payment of the balance of the grant.
2. The **beneficiaries** must certify that the information provided in the request for payment of the balance is complete, reliable and correct. It must also certify that the expenditure incurred can be considered eligible in accordance with the grant agreement and that the request for payment is supported by appropriate supporting documents which may be submitted in the context of the verifications or audits described in Article 25 of the Grant Agreement.
3. The balance payment shall reimburse or cover the remainder of the eligible costs incurred by the **beneficiaries** for the implementation of the project. The NA shall determine the amount due as balance by deducting the total amount of pre-financing already made from the final grant amount determined in accordance with Article 22 of the Grant Agreement.
4. If the total amount of the earlier payments is greater than the final grant amount determined in accordance with Article 22, the payment of the balance shall take the form of a reimbursement in accordance with Article 22.2 of the Grant Agreement.
5. If the total amount of the earlier advances is less than the final grant amount determined in accordance with Article 22, the NA must pay the balance within 60 calendar days of receipt of the documents referred to in Article 21.

#### **Article 8 - Bank account of the Beneficiary**

<b>BANK NAME:</b>	UNICREDIT SPA
<b>ADDRESS OF BANK:</b>	VIA TOSCHI 9 REGGIO EMILIA
<b>ACCOUNT HOLDER NAME (institution's account):</b>	COMUNE DI REGGIO EMILIA
<b>ACCOUNT NUMBER / IBAN:</b>	IT 38 C 02008 12834 000100311263
<b>SWIFT / SORT CODE:</b>	UNCRITM1447

### Article 9 – Reporting and eligibility conditions for project activities

1. The **Beneficiary**, upon request, shall provide the **Coordinator** with any information essential for preparing the interim and final reports required from the Beneficiary by the National Agency in accordance to the detailed resolutions of the **Project contract**. Documentary evidence of expenditure incurred (e.g. invoices) is not required at the interim or final report stage. However, in accordance with Article 25 of the Grant Agreement, at the request of the National Agency, the European Commission or an audit body, the beneficiaries must be able to provide evidence that the activities for which the grant has been requested have actually been carried out.
2. The beneficiaries must keep all original documents, especially accounting and tax records, in an appropriate format, including digitalized originals, where permitted by the relevant national legislation and under the conditions laid down therein, for a period of five years from the date of payment of the balance.
3. Beneficiaries must ensure that the activities for which the grant is awarded are eligible according to the rules laid down in the Erasmus+ Programme Guide for the relevant Key Activity and Education Sector.
4. Implemented activities that do not comply with the rules set out in the Erasmus+ Programme Guide and/or the rules in the **Project contract** will be considered ineligible and the grants related to the ineligible activities should be reimbursed in full by the **Beneficiary**. The reimbursement covers all budget categories related to the activities declared ineligible.
5. The **Beneficiary** shall assist the **Coordinator** with the preparation of the reports, by providing all information demonstrating the qualitative implementation of the project activities in accordance with the project proposal and Erasmus+ rules, as follows:

<b>Report</b>	<b>Period</b>	<b>Deadline</b>
Interim report	1.4.2024 – 30.9.2025	29.11.2025
Interim report	1.4.2024 – 30.5.2026	28.8. 2026
Final report	1.4.2024 – 31.3.2027	30.5. 2027

## **Article 10 - 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.
3. In accordance with Article 25 of the Grant agreement, the beneficiaries may be subject to inspections and audits in connection with the performance of the contract. The checks and audits are intended to verify that the beneficiaries are managing the grant in compliance with the provisions of the contract in order to establish the final amount of the grant to which they are entitled.
4. Verification of the final report shall take place for all projects. The project may be subject to additional desk or on-site verification if it is included in the NA sample required by the European Commission, or if the NA selects the project for targeted verification based on a risk assessment.
5. For verification of the final report and for desk verification, the Coordinator must provide the NA with copies of supporting documents (including supporting documents from the other beneficiaries) demonstrating the qualitative performance of the activities (e.g. minutes and materials from meetings, lists and materials from training events, project deliverables, etc.). In some cases the NA has the right to request the provision of originals. The NA shall return the original supporting documents to the Coordinator after completion of their analysis. If the legal provisions do not stipulate that the Beneficiary sends original documents to the NA for verification of the final report or for documentary checks, the Beneficiary may send copies instead of originals.
6. The NA may request from the beneficiary for each type of verification additional supporting documents or evidence that are normally specified for another type of verification as set forth in Article 25 of the General Conditions.
7. In case of audit of the project (during 5 years after the final report has been accepted), if some expenses are not eligible according to the audit, the Beneficiary is bound to return the exact amount asked by the National Agency or the Commission to the Coordinator.

## **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 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 12 - 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. A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control in accordance with Article 35 of the General Conditions, including but not limited to acts of God (hurricane, flood, earthquake, volcanic eruption, etc.), riots, rebellion, wars, civil disturbance, boycotts, strikes, lock-outs or labour disputes of all kinds, occupation of premises or international borders, embargoes, government orders, public health emergency of international concern or any other force majeure event. The force majeure clauses do not excuse a party's non-performance entirely, but only suspend it for the duration of the force majeure situation.
3. The Beneficiary shall immediately notify the Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this agreement. Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.
4. The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

## **Article 13 - Jurisdiction clause**

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

## **Article 14 – Visibility of EU funding**

1. Unless the Commission requests or consents otherwise, in all communications or publications made jointly or separately by the beneficiaries and relating to the project, including at conferences, seminars, or in informational or promotional materials (such as brochures, flyers, posters, presentations, in electronic form, etc.), the beneficiaries must indicate that the activity has received Union funding and display the emblem of the European Union.
2. When displayed in conjunction with another logo, the emblem of the European Union must have appropriate visibility.
3. The obligation to display the emblem of the European Union does not confer on the beneficiaries a right of exclusive use. The beneficiaries may not appropriate the emblem of the European Union or any similar trademark or logo by registration or otherwise.
4. All announcements or publications in connection with the Activity made jointly or separately by the beneficiaries, in whatever form and by whatever means, must state: (a) that they reflect

only the views of the author; and (b) that the Commission is not responsible for any use which may be made of the information contained therein.

5. Guidelines for the beneficiaries and other third parties in relation to ensuring the proper visibility of EU funding are available at: [https://ec.europa.eu/info/resources-partners/european-commission-visual-identity\\_en](https://ec.europa.eu/info/resources-partners/european-commission-visual-identity_en)

#### **Article 15 – Ownership and usage of the results of the project**

1. Unless otherwise agreed in the Grant agreement, the beneficiaries shall retain ownership of the results of the activity, including industrial and intellectual property rights, as well as reports and other documents related thereto.
2. In addition to the provisions of Article 16 of the General Conditions, if the beneficiaries produce educational materials in the framework of the project, these materials will be made available free of charge on the Internet under the terms of a royalty-free license.
3. If the materials or documents are subject to the moral rights or rights of third parties (including intellectual property rights or rights of individuals in their image and voice), the beneficiary must ensure that it complies with its obligations under Article 16.2 of the General Terms and Conditions, in particular by obtaining the necessary licences and permissions from the relevant rights holders.

#### **Article 16 - Amendments or additions to the agreement**

1. Amendments to this bilateral agreement shall be made only by a 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.

#### **Annex**

Grant agreement for Project number 2023-2-CZ01-KA220-YOU-000170539 and its attachments (1, 2 and 3) signed

*For the Coordinator,*

*The legal representative*  
Iva Walterova  
Director

*For the Beneficiary,*

*The legal representative*  
Montagnani Roberto  
Director

Done at: Prague, CZ

Date:

Done at: Reggio Emilia, Italy

Date: