

Transmedia: a new narrative that involves communication and education towards the future classroom.

Project's Contract - Erasmus+ 2014-1-ES01-KA201-004478

***** , ** February ***

This contract, made effective within the framework of the Erasmus+ Programme

By and between:

***** acting in the capacity of **Principal** on behalf of
***** (**Institution name**), with VAT Number ***** ,
with offices in ***** , hereinafter known as "Coordinator",
and

.....
Name of the partner's Principal

Acting on behalf of

Name of the partner institution

Located in hereinafter known as

"Partner",

Address and city

Both parts acknowledge their sufficient legal capacity for the signature and execution of this contract

WITNESS

WHEREAS, ***** , acting in the capacity of Coordinator has presented *Transmedia: a new narrative that involves communication and education towards the future classroom*, REF 2014-1-ES01-KA201-004478) within the call for proposals of Erasmus+ 2014.

1. WHEREAS, the European Commission has approved the Project. Announced in the official web site of OAPEE (Spanish National Agency) in the link: <http://www.oapee.es/dctm/webaoapee/erasmus/ka2/escolar/estrategias1seleccionadas.pdf?documentId=0901e72b81ad4b92>.
2. Enclosed herewith is the CONFIRMATION OF APPROVAL from the OAPEE (Erasmus+ Spanish National Agency), accepted by the Coordinator on its own behalf and on behalf of the rest of the Partners of the project by sending the contract signed and stamped in ***** (*****).

3. WHEREAS, the total eligible costs approved for the Project amounts to *****€ and the total financial contribution granted by the Erasmus+ Programme amounts to *****€, realizable in the period between **/**/*** and **/**/****.

4. WHEREAS, the ultimate financial contribution shall depend on the quality assessment of the results of the project, as set forth in community regulations, particularly in the Administrative and Financial Rules of Erasmus+ Programme, and in no case shall it result in economic benefits.

5. WHEREAS, the present contract regulates the relationship between said parties, as well as their corresponding rights and obligations pertaining to project *Transmedia: a new narrative that involves communication and education towards the future classroom*, REF 2014-1-ES01-KA201-004478

6. WHEREAS, The Coordinator of the Project *Transmedia: a new narrative that involves communication and education towards the future classroom*, has accepted on its own behalf and on behalf of the rest of the Partners the conditions for the performance of the project set by the authority managing the Programme, and said conditions are included in the "Erasmus+ Administrative and Financial Rules Guide".

NOW, THEREFORE, in consideration of the mutual covenants and obligations assumed by the parties hereto, it is understood and agreed as follows under the following.

ARTICLES

1. Object of the Contract.

The object of this Contract is to establish the conditions under which the collaboration between the undersigned Bodies shall occur in the performance of *Transmedia: a new narrative that involves communication and education towards the future classroom*, REF 2014-1-ES01-KA201-004478, as well as their corresponding rights and obligations.

2. Work Content.

The detailed work content of the project is specified in the *Transmedia: a new narrative that involves communication and education towards the future classroom*, REF 2014-1-ES01-KA201-004478 proposal presented by the Coordinator to the Erasmus+ programme and approved by the European Commission. The proposal details the tasks and activities to be developed,

the work schedule and tasks distribution, the obligations between the partners, the cooperation method and management activities.

The Partner agrees hereby to this in order to perform the development of the activities and products of the project.

3. Obligations of Coordinator.

Coordinator agrees to:

- a. Take the necessary measures for the preparation, performance and correct development of the enclosed work plan according to the project's objectives set forth in the Agreement between the OAPPE (Erasmus+ Spanish National Agency) and the Coordinator and according to the guidelines included in the Project Proposal.
- b. Comply with the European Commission conditions and regulations in the nº2014-1-ES01-KA201-004478 pertaining to the management of the Project as well as corresponding with the European Union legislation and rules.
- c. Disclose a copy of official documents pertaining to the project to the Partners, such as the financial agreement signed for the granting of financial funds and any report or release it may receive.
- d. Convey any potential change pertaining to the regulations included in the current financial agreement to the Partners.
- e. Define, on a joint basis with the Partners, the roles, rights and obligations pertaining to copyright of both parties.

4. Obligations of Partner.

Partner agrees to:

- a. Take the necessary measures and make available the needed resources for the preparation, performance and correct development of the enclosed Work Programme according to the project's objectives set for in the Agreement between the OAPPE (Erasmus+ Spanish National Agency) and the Coordinator and according to the guidelines included in the Project Proposal approved by the European Commission.
- b. Comply with European Commission administrative and financial conditions and regulations under the Erasmus+ Programme's agreement Nº 2014-1-ES01-KA201-004478 pertaining to the management of the Project as well as with the European Union legislation.

- c. Execute his responsibilities and tasks in the project as defined in the confirmation of approval documents and to report immediately to the Coordinator any change brought into the project.
- d. Define, on a joint basis with the Coordinator, the roles, rights and obligations pertaining to copyright of both parties.
- e. Take on the responsibility concerning any information and documentation reported to the Coordinator, including information pertaining to declared costs and non-eligible costs.
- f. Participate to the all the transnational meetings and in the 100% of the agenda of the meeting.
- g. The Coordinator and the National Agency, according to the contract nº2014-1-ES01-KA201-004478 between both, undertake to preserve the confidentiality of any document, personal or institutional data, information or other material provided by the partner and directly related to the contract issues, specially related to financial matters, that is properly classified as confidential, where disclosure could cause harm to the other party or third parties. The parties shall be bound by this obligation beyond the closing date of the project.

Partner's Principal

5. Financing.

- a. The project *Transmedia: a new narrative that involves communication and education towards the future classroom* has a total budget amounting to ***** €.
- b. The total of the amount will be received by the Coordinator from the Spanish NA in the dates specified in the agreement Nº 2014-1-ES01-KA201-004478:
 - 60% (*****€) 30 days after signing the contract
 - 20% (*****€) not later than 30 June of 2015 (if the intermediate evaluation is satisfactory).
 - 20% (*****€) between 2 and 4 months after the end of the project if the final evaluation is satisfactory.
- c. The Coordinator will pay for the biggest amounts like, flights, hotels, restaurants, visits or the materials that the project needs...
- d. The Coordinator will provide each partner with *****€ to pay small amounts. As soon as the partners send the receipts to the Coordinator, the same quantity of money will be sent to the Partners. In this way the partners

Coordinator's Principal

will have this money to pay small amounts (photocopies, transfers to the airports...)

- e. The ultimate financial contribution shall depend on the quality assessment of the results of the project, as set forth in the community regulations, particularly in the Erasmus+ Administrative and Financial Rules.

6. Financing.

- a. Partner agrees to properly prove incurred expenditures and payments effected in the development of *Transmedia: a new narrative that involves communication and education towards the future classroom* 2014-1-ES01-KA201-004478 according to the instructions submitted by the Coordinator. Said expenditure shall be registered in the account books of the Project, whose accounting procedures shall be transparent and comply with the Project's approved budget.
- b. Said expenses shall conform to the amounts allotted in each action of the approved budgets. Partner also agrees to provide proof that such expenditure has been realised and has not been subsidized or provided for by any other means.
- c. According to Article V of the grant agreement all amounts in the reports shall be declared in euro.
- d. Partner also agrees to send all the justifying documents to the Coordinator, with the reports and the materials developed during the execution of the Project available for their potential verification by national or European authorities five years after the termination of the Project (October 2021).

7. Payments.

Payment conditions shall comply with the financial arrangements of the Erasmus+ Programme financial aid agreement to the *Transmedia: a new narrative that involves communication and education towards the future classroom* 2014-1-ES01-KA201-004478. The Coordinator agrees to forward diligently to Partner the amounts of the financial aid received, according to the section 5.d of this document

All payments shall be considered advanced payments until the OAPEE (Erasmus+ Spanish National Agency) approves the interim and final reports, all the accounts of the corresponding expenditures, all the eligible costs and the quality of the project's results.

Partner shall furnish Coordinator with reports on the state of advancement of the actions of the project as well as with justifying documents for incurred expenditure in Euros as stated in the financial table model in due time so as to enable Coordinator to request the payment of the aid.

The Partners need to provide the following in order for the payments to be completed (only in the case that the Coordinator needs to send some amounts by bank):

Account holder:

Address:

Bank:

Address:

IBAN:

SWIFT code:

8. Civil Liability.

Partner shall be held responsible before the Coordinator for any damages caused should Partner fail to perform any of the obligations hereby or pertaining to Erasmus+ Programme's financial agreement.

9. Reports.

Partner shall provide the Coordinator with the information, documents and, if necessary, copies of the justifying documents, which shall be filled in and signed by the legal representative, required for the Interim report not later than (each transnational meeting).

Partner shall provide the Coordinator with the information, documents and, if necessary, copies of the justifying documents, which shall be filled in and signed by the legal representative, required for the Final Report not later than (transnational meeting in *****).

10. Identity and Publicity.

The undersigned Bodies shall comply with the requirements of the European Commission as far as publications, public releases or other communication / dissemination materials are concerned, particularly with the systematic reference to the Erasmus+ Programme financing received.

All the products have to be identified as an Erasmus+ project funded by the support of the European Commission.

Coordinator's Principal

11. Other Obligations.

Any new agreement subscribed by the Partners on a joint, explicit basis shall be registered in the minutes of the meetings, which shall then be signed by all the Partners.

If any Partner does not accomplish his responsibilities, deliverables and tasks in the agreed deadline, will receive a written warning by the Coordinator. If a Partner receives three written warnings, and still continues with the same attitude, the Coordinator will be free to redistribute these responsibilities and tasks and the corresponding budget to other partners.

12. Monitoring and control.

Partner shall furnish the Coordinator with any information requested by the latter concerning the execution of the work programme herewith.

Partner shall furnish the Coordinator with any documentation allowing him to verify whether the work programme is in due course of execution or it has been completed.

Should the Spanish National Agency, the European Commission, the Audit Office or any authorized person performs a financial or operative control of the project, Partner shall provide the Coordinator with all the necessary information required.

13. Team of the Contract.

The *Transmedia: a new narrative that involves communication and education towards the future classroom* 2014-1-ES01-KA201-004478 Project shall have an initial term of twenty-four (24) months. It should be made effective from 01/09/2014 and shall be terminated effective on the 31/08/2016

The contract shall be made effective as of the actual date of signature, stated at the end of this contract.

Expenditure admissibility starts on the 01/09/2014 and ends the 31/08/2016.

14. Termination of Contract.

The Coordinator reserves the right to terminate this contract should Partner fails to perform, or should Partner performs incorrectly one or more of the assigned tasks or products, except in case of force majeure, and should Partner fails to perform its obligations one month after reception of a registered letter where the Coordinator shall urge Partner to comply with the agreed terms in this contract.

Partner's Principal

Coordinator's Principal

Partner shall immediately report and supply the Coordinator with the necessary information on any circumstance affecting the duly performance of this contract.

15. Jurisdiction of Contract.

Should any dispute in the interpretation or in the application of this contract arise between the undersigned Bodies, such disputes shall be resolved between the parties through a Joint Committee consisting of two representatives from each Body.

Should the undersigned Bodies fail to reach an agreement, then said Bodies agree to comply with the jurisdiction of the Court of ***** (*****) to settle whatever litigation may arise between said Bodies pertaining to this contract.

The applicable law for this contract shall be the Spanish law.

16. Amendments and Additions.

The present contract shall only be amended by additional annex, which shall bear the signature of the signatories of this contract on behalf of each of the parties.

IN WITNESS WHEREOF, and intending to be bound thereby, the parties have caused their duly authorized representatives to endorse and execute this Contract in the space provided below as of the date above.

Signed by *****	Signed by name of the Entity
***** name of the Principal