

LIFELONG LEARNING PROGRAMME

AGREEMENT NUMBER: 2011 – 4782/003 – 001

PROJECT NUMBER: 357568- LLP-1-2011-1-ES-KA1-KA1NWR

PROJECT TITLE: **ROM-UP! The inclusion of Roma through quality successful educational experiences**

CONTRACT BETWEEN THE CONTRACTOR AND THE PARTNER

The present contract drawn up within the framework of the Lifelong Learning Programme governs the relationship between:

Romani Association of Women Drom Kotar Mestipen

whose registered office is situated at:

Via Laietana 41, 1-1

08003 Barcelona

SPAIN

represented by:

Ana Contreras Fernandez

hereinafter called “the Contractor”

and

Department of Social Welfare and Family. Generalitat de Catalunya

whose registered office is situated at:

Plaça Pau Vila, 1

2nd floor, area C

08039 Barcelona

represented by:

Violant Cervera Gòdia

hereinafter called “the Partner”

have agreed as follows:

Article / Object

With regard to the provisions of the Council decision establishing the Lifelong Learning Programme, the Contractor and the Partner undertake to carry out the work programme forming the subject of this contract, which falls within the framework of **Agreement number: 2011-4782/003-001** and **Project number: 357568-LLP-1-2011-1-ES-KA1-KA1NWR** concluded between the Contractor and the **Education, Audiovisual and Culture Executive Agency** (hereinafter referred as **EACEA**) relating to the project entitled **“ROM-UP! The inclusion of Roma through quality successful educational experiences”**.

The total cost of this project for the period covered by **Agreement number: 2011-4782/003-001** and **Project number: 357568-LLP-1-2011-1-ES-KA1-KA1NWR** is estimated at **198.410,00€**.

The Community contribution will be a maximum of **148.806,00€**.

The financial contribution must, under no circumstances, give rise to a profit.

This contract governs relations between the parties, as well as their respective rights and obligations with regard to their participation in the project.

The object of this agreement and the work programme relating to it are set out in detail in the annexes, which form an integral part of this contract and which each party declares to have read and approved.

Article / Duration

The present contract shall take effect from the **01-04-2012** for a period of 12 months and end on the **31-03-2013**. This is the period of eligibility of costs.

Article / Obligations of the Contractor

The Contractor undertakes:

- to make the necessary arrangements with a view to the preparation, carrying out and smooth running of the work programme forming the object of this contract in accordance with the aims of the project as described in the **Agreement number: 2011-4782/003-001** and **Project number: 357568-LLP-1-2011-1-ES-KA1-KA1NWR** concluded between the **EACEA** and the Contractor;
- to give to the Partner a copy of the official documents relating to the project such as the **Agreement number: 2011-4782/003-001** and **Project number: 357568-LLP-1-2011-1-ES-KA1-KA1NWR** binding the Contractor to the EACEA as well as the various reports;
- to inform the Partner of any change made to **Agreement number: 2011-4782/003-001** and **Project number: 357568-LLP-1-2011-1-ES-KA1-KA1NWR**.
- together with the Partner, to define the roles, rights and obligations of both parties, including, if necessary, those relating to the allocation of intellectual property rights.

Article / Obligations of the Partner

The partner organisation undertakes:

- to make the necessary arrangements with a view to the preparation, carrying out and smooth running of the work programme forming the object of this contract in accordance with the aims of the project as described in the **Agreement number: 2011-4782/003-001** and **Project number: 357568-LLP-1-2011-1-ES-KA1-KA1NWR** concluded between the **EACEA** and the Contractor;
- to respect all the clauses provided for in the general **Agreement number: 2011-4782/003-001** and **Project number: 357568-LLP-1-2011-1-ES-KA1-KA1NWR** binding the Contractor to the **EACEA**;
- to give to the Contractor any information or document requested by the Contractor and necessary for managing the project;
- to define, together with the Contractor, the roles, rights and obligations of both parties, including, where necessary, those concerning the allocation of intellectual property rights.
- To be responsible for the financial contribution received and for the implementation of the project according to the tasks related in the Annex I

Article / Financing - Description of Tasks

The total expenditure that will be incurred by the Partner for the period covered by this contract is estimated at **18.169,00 EURO**.

This amount corresponds to the tasks and costs described in the project's proposal.

The Community contribution to the partner will be a maximum of **13.626,00 €** The partner's own funding will be: **4.542,00 €**.

Whenever in the five years period, in which the EU authorities are intitled in auditing the Project, such an audit declares expenses made by the Partner as not eligible the Partner is obligated to immediately refund those expenses characterised as not eligible to the Contractor.

The financial contribution must, under no circumstances, give rise to a profit.

Article / Payments

The Contractor undertakes to make the payments relating to the object of this Contract to the Partner as follows:

- A) **1st payment-** 35% of the total amount for the partner: **4.769,10 EURO**,
within 30 days of the date when the last of the two parties signs the agreement

B) **2nd payment** – 35% of the total amount for the partner: **4.769,10 EURO**

within 30 days after the partner report to the Contractor the total costs related to the first payment.

C) **3rd payment** - 30% of the total amount for the partner: **4.087,80 EURO**

within 30 days after the Contractor has received an accurate and complete Final Report from the partner and the Contractor has received the balance payment of the grant from the **EACEA**, provided the **EACEA** has fully approved of the Final Report, the quality of the project results and of the elibility of the expenditure incurred.

Article/ Bank Account

Bank name: LA CAIXA

Bank address:

Account name: Generalitat de Catalunya Departament de Benestar Social i Família

Address of the account name: Plaça Pau Vila, 1 08039 Barcelona

Account number: 2100-0801-13-0200453736

IBAN: ES60 2100 0801 1302 0045 3736

Swift code (o BIC): CAIXESBBXXX

The Partner commits to keeping funds allocated, clearly defined and used solely for the actions object of this agreement.

Article / Reports/Deliverables

The Partner shall give the Contractor:

- A) **the “follow up quality assurance plan” report according to the Quality Assurance Plan of the project.** There will three reports. The deadlines and the documentation to submit will be concreted at the Quality Assurance Plan.
- B) **the financial report and the corresponding certified documentation (labour contracts, payslips, time-sheets, invoices and proofs of payment of each declared costs).** To receive the second payment will be essential to report in this way the first payment.
- C) **the narrative final and financial reports and the corresponding certified documentation** (labour contracts, payslips, time-sheets, invoices and proofs of payment of each declared costs) by **30/04/2013 at the latest.**

In addition the partner shall give to the contractor all the necessary input for the drawing up of the project's deliverables for which the contractor or any other partner is responsible to develop. For those deliverables that the partner is responsible to develop, the partner shall directly provide them to the contractor within the agreed deadlines.

Article /Weak Implementation

Based on article I.11.6 of the **agreement no 2011-4782/003-001** signed between the Contractor and the **EACEA, the Agency shall reduce the amount of the final grant relating to the staff costs in the event of weak implementation of the action. This reduction shall be applied in accordance with the provisions published in Annex the Guidelines for administrative and financial management and reporting (HANDBOOK).**

In this case, if the reduction is associated with a specific project deliverable/s or activity/ies that have been assigned to certain partner/s, then the reduction will be imposed accordingly to the partner/s responsible for this deliverable/s or activity/ies.

In any other case the reduction will be imposed to all the members of the consortium proportionally to their EC funding.

Article / Monitoring and control

The Partner shall immediately give the Contractor any information that the latter may have required concerning the implementation of the description of the action (Annex I to this contract) forming the object of this Contract.

The Partner shall keep at the disposal of the Contractor any document, which enables him to check that the said description of the action is being implemented or has been implemented.

In the case of a financial and / or operational control by the competent authorities, the Partner shall cooperate with the Contractor, so that the latter has access to all the requested information.

Article / Rights of ownership

The Partner hereby acknowledges that the Commission of the European Communities partly owns the project and its results, in a proportion equal to the share of the Community funding with respect to the total investment and expenditure by the Contractor and the Partners in the project.

However, the Commission of the European Communities agrees to waive its ownership rights in the project in exchange for an agreement on the rights of information and demonstration to be granted to the Commission by the project partnership. Pending such an agreement, which will be set out in an amendment to the present contract, the Partner undertakes not market the project or any product, document, material, literature, computer program, training aid or other device whatsoever produced using the Community funding under this contract without first obtaining the express written consent of the Commission of the European Communities.

Article / Liability

Each contracting party shall exonerate the other contracting party from all civil liability arising from damages suffered by itself or its staff resulting from the execution of this contract, insofar as these damages are not due to a serious or intentional error on the part of the other contracting party or its staff.

The Partner shall guarantee the Commission, the Contractor and their staff against any action for compensation for damages occurring to third parties including project staff resulting from the execution of this Contract, insofar as these damages are not due to a serious or intentional error on the part of the Commission, or its staff.

Liability, as above, cannot exceed the budget of the Partner.

Article / Termination of the Contract

In the event of the non-performance by the Partner of any of the undertakings arising from this Contract and independently of the consequences provided for by applicable law; this Contract may then be legally terminated or annulled by the Contractor, without needing to proceed with any further legal formality, after an official demand given to the Partner by registered letter, is not complied with within one month. The Partner shall inform the Contractor immediately, providing him with all relevant information, of any event likely to prejudice the carrying out of this contract.

Article / Jurisdiction

In the absence of an amicable agreement, the Courts of Madrid shall have sole jurisdiction to decide on any dispute between the contracting parties concerning this Contract.

The law applicable to this contract is the law of Spain.

Article / Amendments or additions to the Contract

Any modifications to this Contract may only be made by means of an amendment to the Contract signed, for each of the parties, by the signatories of the present Contract.

Article / Annexes

The following are annexed to and form an integral part of this contract:

Annex I: The description of the action

Annex II : Guidelines for Administrative and financial management and reporting (Handbook)

Annex III: The agreement signed between the EC agency and the contractor

Annex IV: Final Report Form

Annex V: Detailed budget of the Partner

Annex VII: Mandate conferring powers of attorney from the partner to the co-ordinator

Signed in duplicate by,

For the Contractor

Ana Contreras Fernández
President of Romani Association of
Women Drom Kotar Mestipen
Barcelona, 30 November 2012

For the Partner


Violant Cervera Godia
General director of civic and
communitarian action
Barcelona, 30 November 2012

ANNEX I

The project's description of the action

ANNEX II

Guidelines for administrative and financial management
and reporting (Handbook)

AVAILABLE ON

http://eacea.ec.europa.eu/llp/beneficiaries/2011/reporting_lifelong_learning_2011_en.php

ANNEX III

The agreement signed between the EC agency and the contractor

ANNEX IV

Final report form

ANNEX V

Detailed budget of the partner

ANNEX VI

**Mandate conferring powers of attorney from the partner
to the coordinator**