

1.sz. melléklet

A BCE kötelezettségvállalásai során alkalmazott Szerződéskísérő Lap tartalma és kitöltési útmutatója

EGIR azonosító:

2016 NOV 17.

SZERZŐDÉSKÍSÉRŐ LAP

Szerződést kezdeményező szervezeti egység:	Vezetéstudományi Intézet, Szervezeti Magatartás Tanszék		
Szerződést kezdeményező iktatószáma:			
Szerződés partnere:	CEEMAN - Ustanova za Razvoj Menedzmenta v Srednji in Vzhodni Evropi		
Szerződés tárgya:	Közreműködés a Skilled Business Leaders for Skilled Europe (Lead4Skills) c. ERASMUS+ programban (No KA2-HE-21/16)		
Szerződés összege:	24.866,00 EUR	ebből tárgyévi kötelezettség:	9.946,00 EUR
		ebből tárgyéven túli kötelezettség:	14.919,00 EUR
Szerződés időtartama:	01.09.2016 - 31.08.2018		
Bevételt / kiadást eredményező szerződés:	támogatási szerződés		
Terhelendő / jóváírást fogadó témaszám:	témaszám benyitásra vár		
Megjegyzés:			
Szerződés kötelezettségvállalójának neve, elérhetősége:	Bevételi kötelezettségvállaló: Dr. Láncki András, rektor		
	Kadási kötelezettségek vállaló: Dr. Dobák Miklós, intézetigazgató		
A szerződést kezdeményező ügyintéző neve, elérhetősége:	Bolla Balázs, 4825263		
	Választás:	Név:	Aláírás:
Kötelezettség vállaló tölti ki!	Szükséges előzetes engedélyek ¹	Szükséges- <u>Nem szükséges</u>	Dr. Dobák Miklós, intézetigazgató
	Közbeszerzési eljárás lefolytatásának szükségessége		
Pályázati Pénzügyi Iroda ügyintéző tölti ki!	Mintaszerződés:	igen - nem <u>ERASMUS +</u>	
	Megjegyzés:	Név:	Aláírás:
Jogi Iroda tölti ki!	Jogi ellenjegyzés (nem mintaszerződések esetében)		
Adószakértő tölti ki!	Adószakértői véleményezés		
Pályázati Pénzügyi Iroda/ Bevételi Pénzügyi Iroda/ Kiadási Pénzügyi Iroda/ Campus gazdasági ügyintéző tölti ki!	Pénzügyi nyilvántartásba vétel	2016/09/14	
Pénzügyi ellenjegyző tölti ki!	Véleményezés		

^[1] Amennyiben előzetes engedély szükséges, úgy a választás oszlopban meg kell adni az engedély megjelölését. Amennyiben nem szükséges semmiféle előzetes engedély, a választás mezőket kihúzással kell megjelölni



Szerződés jellege: **D5** Támogatási szerződés - EUn belüli

Ideiglenes

Szervezet: **282** Szervezeti Magatartás Tanszék

Megjegyzés Lead4Skolls támogatási szerz. 24.866 eur

Egyéb szöveg elszámolási határidő:
2017.08.20; 2018.08.31

Partner: **40865** **CEEMAN (Central and East European M**

Címe: anagement D.A.)
Presernova cesta 33, 4260 Bled, Slovenia

Számlaszáma: --

Szerződés száma
2016-1-SI01-KA203-0216
43; KA2-HE-21/16

Szerződés összege:

EUR

HUF

ÁFA kulcsa	Alap érték	ÁFA érték	Bruttó érték
1.	0,00	0,00	0,00
Összesen:		0,00	

Érkeztetés kelte: **2016-11-28**

Szerződés hatálya **2016-09-01**
2018-08-31

Fizetés módja: **Átutalás**

Tétel	Ütemezés	Téma szám	Feladat	Szerv	Forrás	Tételkód	Nettó érték / ÁFA értéke	Szöveg	KTK kód
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Összesen Szerződött érték

Szerződésből számlázott érték
Szerződésen kívül számlázott érték

Lezárt érték összesen:

Felhasználható:

.....
Iktatta



PARTNERSHIP AGREEMENT

Under the Erasmus+ Program

**KA2 STRATEGIC PARTNERSHIP PROJECT
2016-1-SI01-KA203-021643**

**No KA2-HE-21/16
Skilled Business Leaders for Skilled Europe (Lead4Skills)**

This agreement, drawn up under the Erasmus+ program, shall govern relations between:

**CEEMAN – USTANOVA ZA RAZVOJ MENEDŽMENTA V SREDNJI IN VZHODNI
EVROPI**

Legal form: Foundation (Ustanova)
Address: Prešernova cesta 33, 4260 Bled, Slovenia
Registration number (national ID): 1118200000
VAT number: SI87923602
PIC number: 996761719

hereafter referred to as "Coordinator", represented by Danica Purg, President

on the one part,

and

BUDAPESTI CORVINUS EGYETEM
Legal form: Higher Education Institution (tertiary level)
Address: FOVAM TER 8, 1093, BUDAPEST, Hungary
Registration number (national ID): 329749
VAT number: HU15329743
PIC: 999857086

hereafter referred to as "Beneficiary", represented by Dr. András Láncki - rector,

on the other part,

jointly referred to as "parties",

that have agreed as follows:

Article 1/Subject

1. Having regard to the Grant agreement No 16-203-021643 (project No KA2-HE-21/16) concluded between the **Coordinator** and the **National Agency SI01 (Slovenija)**, and the Mandate signed by the Beneficiary authorizing the Coordinator to act on its behalf, the **Coordinator** and **Beneficiary** commit themselves to carrying out the work program for the project "Skilled Business Leaders for Skilled Europe" covered by the agreement mentioned above.
2. The grant approved by the National Agency for the whole project for the period shall be of a maximum amount of **197.035,00** EUR and shall take the form of unit contributions and reimbursement of eligible costs.
3. The final financial contribution and respective contributions per individual Beneficiary shall depend on the evaluation of the quality of the results of the project pursuant to the rules laid down in the Agreement No 16-203-021643 and its appendices, but shall, under no circumstances, give rise to a profit.
4. This agreement shall regulate relations between the parties and their respective rights and obligations with regard to their participation in the project No KA2-HE-21/16 under the Agreement No 16-203-021643 signed between the **National Agency** and the **Coordinator**.
5. The subject matter of this Agreement and related information in the annexes form an integral part of this agreement and each party declares to have read and approved that.

Article 2/Duration

1. The project referred to the Article 1 has duration of **24 months**. It starts on **01.09.2016** and ends on **31.08.2018**.
2. This agreement enters into force on the date of signature by the last of both participating parties to the agreement and terminates at the moment of payment of the balance of the agreement, as mentioned in Article 7.
3. The period of eligibility of the costs starts on **01.09.2016** and finishes on **31.08.2018**.

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 program set out in this agreement and in its annexes, in accordance with the objectives of the project as set out in the Agreement concluded between the **National Agency** and the **Coordinator**;
2. to send to the **Beneficiary** a copy of reports and other official documents concerning the project;
3. to notify and provide the **Beneficiary** with any amendments made to the Agreement No 16-203-021643 concluded with the **National Agency**;

4. to define in conjunction with the **Beneficiary** the role, 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 No 16-203-021643 binding the **Coordinator** to the **National Agency**.

Article 4/Obligations of the Beneficiary

The Beneficiary shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the work program set out in this agreement and its annexes in accordance with the project description and Agreement No 16-203-021643 concluded between the **National Agency** and the **Coordinator**;
2. to comply with all the provisions of Agreement No 16-203-021643 binding the **Coordinator** to the **National Agency**;
3. to communicate to the **Coordinator** any information or documents required by the latter that are necessary for the management of the project;
4. to immediately communicate to the **Coordinator** changes of contact person, legal representative, or Beneficiary institution's status that affect project application and its implementation;
5. to accept responsibility for all information communicated to the **Coordinator**, including details of costs claimed and, where appropriate, ineligible expenses;
6. to define in conjunction with the **Coordinator** the role, rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

Article 5/Financing

1. The total expenditure to be committed by the **Beneficiary** for the period covered by this agreement as per project budget approved by the National Agency is estimated at **24.866,00** EUR.
2. The final amount of the expenditure will depend on the implementation of individual role and tasks and on the final approval of the project results and reports by the National Agency.

Article 6/Payments

1. The **Coordinator** commits itself to carrying out payments relating to the subject matter of this agreement to the **Beneficiary** according to the following schedule and achievement of tasks:

1 st payment	- EUR – 40%	Within 30 calendar days after signing this agreement and receiving the first advance payment from the National Agency.
2 nd payment	- EUR – 20%	Within 30 calendar days after receiving the second advance payment from the National Agency (expected in September-October 2017).
3 rd payment	- EUR – 20%	Within 30 calendar days after Beneficiary Progress report approval by Coordinator (date to be agreed).
Final payment	- remaining amount/balance	Within 30 calendar days after receiving the final payment from the National Agency (expected by the end of December 2018).

2. 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. The **National Agency** will evaluate the final report, project outputs and results following a number of quality indicators and 100-point system. If the number of points will be less than 50, the final amount of the total project funding (and with this also to individual partners) will be reduced as follows: by 25% if the final report will be evaluated with at least 40 but less than 50 points; by 50% if the final report will be evaluated with at least 25 but less than 40 points; 75% if the final report will be evaluated with less than 25 points.

Article 7/ Beneficiary's bank account

Name of the Bank: Hungarian State Treasury
Address of the Bank: Váci út 71, Budapest, Hungary H-1139
Account holder: Corvinus University of Budapest
Account number: HU49-10004885-10008016-19705435
Swift code: HUSTHUHB

Article 8/Reports

1. The **Beneficiary** shall provide the **Coordinator** with any information and documents required for the preparation of the Interim report for the National Agency and, where appropriate, with certified copies of all necessary supporting documents completed and signed by the legal representative by **20.8.2017** at the latest.
2. The **Beneficiary** 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 necessary supporting documents completed and signed by the legal representative by **31.08.2018** at the latest.
3. If required by the National Agency, the **Beneficiary** shall provide the **Coordinator** with any additional information and documents at any point of time.

4. The **Beneficiary** undertakes to submit the reports to **Coordinator** in English language.

Article 9/Monitoring and supervision

1. The **Beneficiary** shall provide without delay the **Coordinator** with any information that the latter may request concerning the carrying out of the work program covered by this agreement and project description.
2. The **Beneficiary** shall make available to the **Coordinator** any documents making it possible to check that the aforementioned work program is being or has been carried out.

Article 10/Liability

1. Each 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 agreement, 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 11/Termination of the agreement

1. The **Coordinator** may terminate the agreement if the **Beneficiary** has inadequately performed or failed to perform any of the 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. The **Beneficiary** shall immediately notify the **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this agreement or cause its termination.
3. Depending on the date of termination and the work performed to date, the **Coordinator** will consult the **National Agency** and inform the **Beneficiary** of the financial implications of the termination.

Article 12/Jurisdiction clause

1. Failing amicable settlement, the Courts of The Republic of Slovenia shall have sole competence to rule on any dispute between the parties in respect of this agreement.
2. The law applicable to this agreement shall be the law of The Republic of Slovenia.

Article 13/Amendments or additions to the agreement

1. Amendments or additions to this agreement shall be made in written, signed by signatories of this agreement, and will constitute an integral part of this agreement.

Annexes

- I. Project application with detailed description of activities and partner roles
- II. Project timeline and Beneficiary's tasks
- III. Budget relating to the activities of the **Beneficiary** as approved by the National Agency

SIGNATURES

For the **Coordinator**


Danica Purg
President


Done at Bled, Slovenia
Date: 14.12.2016

C E E M A N
Ustanova za razvoj menedžmenta
v srednji in vzhodni Evropi

For the **Beneficiary**


Dr. András Láncki
Rector

Done at Budapest, Hungary
Date: .../.../....


Dr. Livia Pavlik
Chancellor

Done at Budapest, Hungary
Date: .../.../....

