



Europe for Citizens Programme –

2.2 Networks of Towns

Decision Number: 2018 – 3894/ 001-001

Project title: #EuSAVE – EU Citizens’ Action for Smart Historic Villages

CONTRACT BETWEEN THE CONTRACTOR AND THE PARTNER

A contract between the contractor and each partner has to be signed at the beginning of the activities of the partnership as described in this contract; it shall be annexed to the Grant Decision n° 2018 – 3894/001-001.

This contract, drawn up under the European Programme «Europe for Citizens: Strand 2. Democratic engagement and civic participation, Measure 2.2 Networks of Towns» (COUNCIL REGULATION (EU) No 390/2014 of 14 April 2014 establishing the ‘Europe for Citizens’ programme for the period 2014-2020) shall govern relations between:

Concello de Vimianzo, Plaza de Ayuntamiento, s/n, 15129 Vimianzo, A Coruña, Spain, hereafter named as “the Partner”, represented by **Mr. Manuel ANTELO PAZOS**, Mayor of the Municipality

on the one hand

and

Dagda Local Municipality, Alejas street 4, Dagda, Latvia, hereafter named “the Partner”, represented by **Mr. Aivars Trūlis**, Chairman

on the other hand,

which have agreed as follows:



Article 1: Subject

- 1.1 Having regard to the provisions of the *COUNCIL REGULATION (EU) No 390/2014 of 14 April 2014 establishing the 'Europe for Citizens' programme for the period 2014-2020*, the Contractor and the Partner commit themselves to carrying out the work program covered by this contract.

This work program comes under the **Decision Number 2018 – 3894/ 001-001** concluded by the Education, Audiovisual and Culture Executive – EACEA (acting under powers delegated by the European Commission concerning Europe for Citizens Programme) in order to award a grant to the Contractor for the action (project) entitled **"#EuSAVE – EU Citizens' Action for Smart Historic Villages"**.

- 1.2 The total cost of the project for the contractual period referred to by the Decision Number 2018 – 3894/ 001-001, all financing combined (unit contribution and lump sum), is estimated at 146,160,00 Euro (including all taxes and duties).
- 1.3 The maximum contribution of the «Europe for Citizens» Programme to cover expenditure incurred by the members of the Partnership participating in the program shall be of **146.160,00 Euro**. Under no circumstances may the financial aid provided result in a profit.
- 1.4 The final financial contribution (balance payment) shall depend on the evaluation of the quality of the results of the "#EuSAVE – EU Citizens' Action for Smart Historic Villages" project pursuant to the rules laid down at EU level, particularly in the "Europe for Citizens" Programme Guide, but shall, under no circumstances, give rise to a profit.
- 1.5 This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the "#EuSAVE – EU Citizens' Action for Smart Historic Villages" project under the Decision Number 2018 – 3894/ 001-001 released by the EACEA.
- 1.6 The subject matter of this contract and the related work program 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

- 2.1 The project referred to in Article 1 has duration of **24 months**. It starts on **01.01.2019** and ends on **31.12.2020**
- 2.2 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.
- 2.3 The period of eligibility of the costs starts on **01.01.2019** and finishes on **31.12.2020**

Article 3: Obligations of the Contractor

The Contractor shall undertake:

- 3.1 to take all the steps necessary to prepare for, perform and correctly manage the work program set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Decision Number 2018 – 3894/ 001-001 concluded by the EACEA;
- 3.2 to send to the Partner a copy of the Decision Number 2018 – 3894/ 001-001 and its annexes, concluded by the EACEA, including the "Europe for Citizens" Programme Guide, of the various reports and of any other official document concerning the project;



- 3.3 to notify and provide the Partner with any amendment made to the Decision Number 2018 – 3894/ 001-001 concluded by the EACEA;
- 3.4 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;
- 3.5 to comply with all the provisions of Decision Number 2018 – 3894/ 001-001 binding the Contractor to the EACEA.

Article 4: Obligations of the Partner

The Partner shall undertake:

- 4.1 to take all the steps necessary to prepare for, perform and correctly manage the work program set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Decision Number 2018 – 3894/ 001-001 concluded by the EACEA;
- 4.2 to comply with all the provisions of the Decision Number 2018 – 3894/ 001-001 binding the Contractor to the EACEA;
- 4.3 to communicate to the Contractor any information or document required by the latter that is necessary for the management of the project;
- 4.4 to accept responsibility for all information communicated to the Contractor, including details of costs claimed and, where appropriate, ineligible expenses;
- 4.5 to define in conjunction with the Contractor the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

Article 5: Financing

- 5.1 The total **expenditure** to be committed **by the Partner** for the period covered by this contract is estimated at minimum **7.500,00 Euro** (including all taxes and duties).
- 5.2 The Programme «Europe for Citizens» contribution for the Partner shall be a maximum amount of **7.500,00 Euro**.

Article 6: Co-financing

The EU contribution is calculated on the basis of unit contribution (number of international events) and lump sum (fixed per “tranches” – number of participants and number of partner countries – the same parameters being valid for all participating countries) financing systems. In case that the EU contribution is not financing the entire cost of the project, the project Contractor and Partners have to co-finance the difference in order to ensure the appropriate development of the foreseen activities. **There is no specific co-financing percentage requested** by the “Europe for Citizens” Programme.

Article 7: Payment

- 7.1 The Contractor commits himself to carrying out the payment relating to the subject matter of this contract to the Partner according to the achievement of the tasks and according to the following schedule:
 - **Pre-financing payment: 25 % or 1.875,00 Euro**, within 30 days upon formalization of the present contract by both entities (the Contractor and the Partner).
 - **2nd Payment: 25% or 1.875,00 Euro**, after the participation in the International Event in Belgium, at the end of December 2019.



— **Final (balance) payment:** the difference of **50 %** or **3.750,00 Euro** within 30 days of receipt of the balance payment from the EACEA¹. The balance payment will be either limited to the amount specified in Article 5.

- 7.2 The payment shall be regarded as advance pending explicit approval by the EACEA of the final report, the corresponding cost statement and the quality of the results of the project.
- 7.3 Any revenue generated by the project and received by the Partner shall be declared in the financial statement and shall limit the “Europe for Citizens” financial contribution to Programme the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the Contractor.
- 7.4 The payment as mentioned in Article 7.1 can be adapted to take into account the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure.

Article 8: Bank account

Name of the bank: Valsts kase

Address of the branch: Dagda, Alejas iela 4, LV-5674

SWIFT code: TREL LV22XXX

IBAN: LV47 TREL9800405600910

Account holder: Dagdas novada pašvaldība, R.nr.90000041224

Article 9: Reports

- 9.1 The Partner shall provide the Contractor with any information and document required for the preparation of the **final report** and, where appropriate, with all the necessary supporting documents *completed and signed by the legal representative by 31/12/2020* at the latest.
- 9.2 The Partner must publish on its website the information transmitted by the Contractor regarding the details on the implemented project (i.e. place and dates of the events, number of participants in the events per Country, brief description of the activities) according to the Programme template and indications.

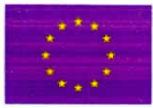
Article 10: Monitoring and supervision

- 10.1 The Partner shall provide without delay the Contractor with any information that the latter may request from him concerning the carrying out of the work program covered by this contract.
- 10.2 The Partner shall make available to the Contractor any document making it possible to check that the aforementioned work program is being or has been carried out.

Article 11: Liability

- 11.1 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.
- 11.2 The Partner shall protect the EACEA, the European Commission, the Contractor 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

¹ The time limit for the Agency to make payment of the balance is 60 days, once the Final report is approved.



damages are not due to the serious or intentional negligence of the EACEA, the European Commission, the Contractor or their personnel.

- 11.3 The Partner shall ensure the safety conditions of the participants when organizing the corresponding international event; moreover, shall ensure that all participants have a travelling insurance when attending the international events organized by the EU partner entities.

Article 12: Termination of the contract

- 12.1 The Contractor 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.
- 12.2 The Partner shall immediately notify the Contractor, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 13: Jurisdiction clause

- 13.1 Failing amicable settlement, the Court of A Coruña shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
- 13.2 The law applicable to this contract shall be the law of *Spain*.

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.

Article 15: Annexes

The following Annexes are attached and form an integral part of this agreement:

- Annex 1: Grant Decision
- Annex 2: Application form
- Annex 2: Project working plan (budget and calendar)

Done at Vimianzo in two copies.

For the Contractor,

For the Partner,

The legal representative

date

The legal representative


A. Trulis
28.01.2019, Dagda
