



Co-funded by the
European Union

GRANT AGREEMENT No KA210-SCH-F651B3F5
concluded between the National Agency and the coordinator
PROJECT TITLE: We Are the Same - We Live Healthy

CONTRACT BETWEEN THE CONTRACTOR AND THE PARTNER
RELATED TO PARTNERSHIP AGREEMENT No 01/2023
hereafter referred to as "**the Contract**"

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

Organisation Name: **Szkoła Podstawowa nr 23 im. ks. prof. J.Tischnera**
Address : ul Szkolna 5, 44-335 Jastrzębie-Zdrój
REGON: 276604244
NIP: 6332079816
OID E10067840
hereafter named "**the Contractor**", represented by, Beatę Skowrońską

on the one hand
and

Organisation Name: **Spojená škola, Jána Vojsaššáka**
Address: **Jána Vojsaššáka 13, 010 08 Žilina**
IČO: 55634737
DIČ: 2122071435

OID **E10340233**
hereafter named "**the Partner**", represented by, Júlię Mankovičová

on the other hand,

The above are together hereinafter referred to as the Parties,

which have agreed as follows:

Article 1/ Subject

1. The Contractor and the Foundation for the Development of the Education System (FRSE) – the Polish National Agency of the Erasmus+ Programme have signed a Grant Agreement, n°

KA210-SCH-F651B3F5 for carrying out a Project called "We Are the Same - We Live Healthy", funded under the Erasmus + Programme.

2. The Contractor and Partner commit themselves to carrying out the work programme covered by the Grant Agreement detailed above.
3. The maximum Community grant towards expenditure incurred by the members of the Partnership participating in the Project shall be 60000 EUR (total project grant).
4. The final Grant shall depend on the evaluation of the quality of the results of the Project done by National Agency and pursuant to the rules laid down at Annexes 1 and 2¹ of the Grant Agreement but shall, under no circumstances, give rise to a profit.
5. This Contract shall regulate relations between the Parties, and their respective rights and obligations with regard to their participation in the Project in accordance with the Grant Agreement signed between the National Agency and the Contractor.
6. Each party to the contract is jointly and severally liable up to the amount of the contribution indicated for it.
7. The Parties declare to have read and agree to be bound by the terms of this Contract, including its Annexes which form an integral part thereof.

Article 2/ Duration

1. The project referred to in Article 1 has a duration of 24 months. It starts on 01.09.2023 and ends on 31.08.2025 - the period of eligibility of the costs. [dates mentioned in Article 1 of the Data Sheet of the Grant Agreement]
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 final payment of the balance of the contract.

Article 3/ Obligations of the Partner

Each Partner shall:

1. 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 Grant Agreement;
 2. comply with all the provisions of the Grant Agreement binding the Contractor to the National Agency;
 3. communicate to the Contractor any information or document required by the latter that is necessary for the management of the Project;
 4. inform the Contractor immediately:
 - a. of any events or circumstances of which the Partner is aware that are likely to affect or delay the implementation of the Project;
 - b. of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
 5. submit in due time to the Contractor:
 - a. the data needed to draw up the reports, financial statements and other documents provided for in the Grant Agreement and its Annexes;
 - b. all the necessary documents required for audits, checks or evaluations in accordance with the provisions of Grant Agreement.
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6. accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;

Article 4/ Obligations of the Contractor

The Contractor shall:

1. take all the steps necessary to prepare for, perform and correctly manage and monitor 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 Grant Agreement and application form;
2. send to the Partner a copy of reports and of any official documents concerning the Project;
3. notify and provide the Partner with any amendment made to the Grant Agreement;
4. comply with all the provisions of the Grant Agreement.

Article 5/ Financing

The Community grant contribution for the Partner shall be a maximum amount of 24000 EUR.

Article 6/ Payments:

1. The Contractor commits himself to carrying out payments relating to the subject matter of this Contract to the Partner upon receipt from the National Agency and according to the achievement of the tasks, the quality of the results and according to the following schedule according to the Grant Agreement conditions.

Payment shall be remitted to the Partner within 60 days after the National Agency has transferred payment to the Contractor's bank account and the present Contract between the Contractor and the Partner has been concluded.

final payment: up to 20%; the balance shall be paid once the Partner's contractual agreements have been fully met and all the necessary supporting documentation has been received.

2. The final balance payment will only be made to the Partner once the final report of the Project has been approved by the National Agency and the final payment received by the Contractor. The amount of the final balance payment to the Partner will depend on the assessment and approval by the National Agency of the Partnership's final report and its compliance with the terms and conditions of Grant Agreement including the provisions of Annex 1 and 2. If the final grant awarded to the Partner is less than the advances received, then the Partner shall repay to the Contractor the difference within 30 days of being notified in writing.
3. As payment of the final balance of the Grant will only be paid to the Partner, within 30 days of the final payment from the National Agency, after the acceptance of the final report, the Partner agrees to make an institutional contribution of at least 20% of the amount indicated in Article 5 of this Contract, to fund the expenses it has incurred for the Project in the final period.
4. 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.
5. All payments will be made in Euro.

Article 7/ Bank account of the Partner

Payments shall be made in EUR to the Partner Organisation's bank account as indicated:

Bank Name: Štátna pokladnica
Bank Address: Radlinského 32, Bratislava 15 PSČ 810 05
Account holder: Spojená škola, Jána Vojtaššáka 13, Žilina
Account Number: 8180 0000 0070 0068 9030
IBAN:SK8180 0000 0070 0068 9030
SWIFT: SPSRSKBA
payment reference:

The account or sub-account specified in the Contract and to which the Erasmus+ grant will be paid should be:

- in the name of the Partner (personal accounts are not acceptable under any circumstances);
- denominated in Euro;
- Partner must be able to identify the payments.

Article 8/ Reports

1. The Partner shall provide the Contractor with any information and document required for the preparation of the 1st progress report covering the period from 01.09.2023 to 31.03.2024 and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 30.04.2024 at the latest.
2. The Partner shall provide the Contractor with any information and document required for the preparation of the 2nd progress report covering the period of the visit to Poland and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 30.06.2024 at the latest.
3. The Partner shall provide the Contractor with any information and document required for the preparation of the 3rd progress report covering the period from 01.04.2024 to 30.11.2024 and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 30.12.2024 at the latest.
4. The Partner shall provide the Coordinator with any information and document required for the preparation of the Final Report for the period **01.09.2024 to 31.08.2025** and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 31.08.2025 at the latest.

Article 9/ Duty to keep documents

The Partner must keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, during a period of five² years starting from the date of payment of the balance of the grant.

Article 10/ Ownership and usage of Project Results

1. The beneficiaries retain ownership of the results of the Project, including industrial and intellectual property rights, and of the reports and other documents relating to it, unless stipulated otherwise in the Contract.
2. The Partner undertakes to disseminate freely accessible information on the Project implementation activities at national and (if applicable) international levels.
3. The Partner and the Contractor undertake to provide free access under open licences to the outputs developed within the Project.

Article 11/ GDPR

1. The Parties shall have measures taken to ensure the compliance of data processing processes with Regulation 2018/1725 on the following topics: security of data processing, confidentiality of data processing, assistance to the data controller, data storage, contribution to audits (including inspections), keeping records of personal data of all categories of processing activities.
2. The Parties shall provide participants with a privacy statement regarding the processing of their personal data prior to the commencement of data processing.
3. In the case of using the image of project participants, the Parties shall provide participants with a declaration of consent to use the image by Partner, Coordinator, the National Agency and the European Commission for the purpose of disseminating the project and its results.

Article 12/ Compensation for failure to perform the Contract

1. If this Contract is terminated for the reason that the Partner fails to fulfil its obligations under the Contract, the rights and licenses granted to the Partner under the Contract shall terminate immediately and the Partner shall forfeit any right to reimbursement for the performance of its obligations under the Project.
2. In the case indicated above, the Partner is fully liable for any damage suffered by the Contractor or other Partners resulting from the necessity to perform the Partner's obligations by the Contractor or other Partners.

Article 13/ Liability

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 intent or gross negligence of the other party or its personnel. The limitation of liability shall not apply to claims arising out of malicious conduct of a party, claims arising from liability for warranted characteristics, and damage from injury to life, body, or health.

Article 14/ Termination of the contract

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

Article 15/ Jurisdiction clause

The law applicable to this Contract shall be the law of Poland.

Article 16/ Language

1. This Contract is drawn up in English which language shall govern all documents, notices and meetings for its application and/or extension or in any other way relative thereto.

Article 17/ Amendments to the Contract

Amendments to this Contract shall be made in writing and signed by the Parties.

Annexes

- Annex I: Grant agreement no 2023-1-PL01-KA210-SCH-000156750 and its annexes
- Annex II Project tasks and beneficiary responsibilities and budget

Done in two copies.

For the **Coordinator**,

For the **Partner**,

The legal representative

The legal representative

Szkoła Podstawowa Specjalna Nr 23
im. ks. prof. Józefa Tischnera
44-335 Jastrzębie-Zdrój, ul. Szkolna 5
tel. 509 574 214
NIP 633-20-79-816 REG: 276604244

DYREKTOR


mgr Esata Skowrońska

(Place and date)27.12.2023r.

Jastrzębie-Zdrój

Spojená škola,
Jána Vojtaššáka 13, Žilina
J. Vojtaššáka 13, 010 08 Žilina
IČO: 556 84 737


(Place and date)27.12.2023r.

Jastržebie-Zdrój

ANNEX I

Grant Agreement n° 2023-1-PL01-KA210-SCH-000156750 with its annexes

ANNEX II

Project tasks and beneficiary responsibilities and budget

Tytuł działania	Planowana data rozpoczęcia	Planowana data zakończenia	Czas trwania działania (w dniach)	Kwota dofinansowania przeznaczona na działanie (EUR)
Dobre nawyki mamy i zdrowo się odżywiamy.	01/09/2023	31/03/2024	213	12 000,00
Zdrowie na talerzu - jesteście tym, co jemy.	01/09/2023	31/03/2024	213	10 000,00
Poznajemy Polskę - wizyta w ramach współpracy	13/05/2024	17/05/2024	5	6 000,00
Aktywność fizyczna kluczem do zdrowia	01/04/2024	30/11/2024	244	8 000,00
Step by step. Razem łatwiej.	01/04/2024	30/11/2024	244	11 000,00
Poznajemy Słowację - wizyta w ramach współpracy	07/04/2025	11/04/2025	5	6 000,00
Nasza ziemia, nasz dom.	01/12/2024	31/08/2025	274	7 000,00
			1198	60 000,00

Tytuł działania / title of activities	Dates	Budget in euro
PL We have good habits and eat healthy	1/9/2023 – 31/3/2024	12 000
<p>Organisational activities - management: Presentation of the project during teachers' meeting. Organisational meeting –delegating tasks. Disseminating the aims of the project among pupils, parents, teachers and school staff via the school website, electronic diary, parent-teacher meeting, etc. Informing social media about the project: jastrzebie.pl, JasNet, JastrzebieOnlie.pl, Surveys for teachers - Project expectations - Google Forms Questionnaires for parents - during meetings with teachers Creating a project website Creating project logo - Canva Timetable: Meeting with nutritionist/nurse – Making Healthy Food Pyramid, impact of vitamins on human health, prevention of diseases Parent talk - healthy eating-Canva "Workshop Tuesdays"- Salad Day, Healthy Snack Day, Healthy Sweet Day - e.g. bars made of dried fruit and nuts, Water Day - eco-friendly bottles, Vitamins in a Jar - juices Visiting a local chef - preparing healthy meals, snacks and preserves, drying fruit, squeezing of juices Lecture and workshops by the Town History Gallery - learning about traditional regional recipes exchanging experience between participants Making an E-book with healthy recipes using pictograms (AAC) - exchanging with the partner school. Organising a trip to the Regional Education Centre- organic food production - classes "From seed to loaf", "Fermenting cabbage (Sauerkraut)", "From a grain to a loaf" - activities</p>		

Creating Lapbooks - healthy and unhealthy products- pictograms – exchanging materials "Health on a plate"-making interactive materials-Wordwall-exchanging them.		
SK	Health on a plate - we are what we eat	1/9/2023- 31/3/2024
10 000 Organisational activities - management: Presentation of the project during teachers' meeting Organisational meeting – delegating tasks Disseminating the aims of the project among to pupils, parents, teachers and school staff via the school website, electronic diary, parent-teacher conferences, etc. Informing the local social media about the project Surveys for teachers – Project expectations - Google Forms Questionnaires for parents - during teacher-parent meeting Up-to-dating a project website Timetable: Meeting with nutritionist/nurse - Making Healthy Food Pyramid, healthy effects of vitamins on human health, prevention of diseases Lecture for parents - Healthy Eating-Canva "Workshop Tuesdays" - Salad Day, Healthy Snack Day, Healthy Sweet Day - e.g. bars made of dried fruit and nuts, Water Day - eco-friendly bottles, Vitamins in a Jar "Creating monsters" - Preparation of an exhibition made of fruit and vegetables - photo report Making Lapbooks - healthy and unhealthy products - pictograms – exchanging materials "Traditional Slovak Cuisine" - Culinary workshops - organic cultivation, processing of fruit and vegetables – exchanging experience between participants Creating an ebook with healthy recipes using pictograms (AAC)- Exchanging materials "Health on a plate"-making interactive materials - Wordwall - exchanging materials "Tea room"- meeting with a herbalist, learning about herbs and their applications.		

Tytuł działania / title of activities		
SK	Getting to know Poland – Project meeting	Dates: May 2024
		Budget EUR: 6 000
Management activities: Organisational meeting - defining the visit schedule, delegating tasks Presenting the visit schedule during teachers' meeting Insurance of participants Organisation of accommodation, meals, transport Making badges for participants - child's name, details of contact person and school Timetable Day 1 Arrival in Jastrzębie-Zdrój, accommodation Visiting Primary School 23 - getting to know one another, multimedia presentation of the school Communication - language books with pictograms Integrating games - Just Dance Xbox, sweet treat prepared by the catering studio Regional dances performed by the school music band Day 2 Street game "My town" - getting to know the characteristic places: Zdrojowy Park, OWN, Sports Hall - meeting with JKH hockey players, MOSiR - Circuit Training - outdoor sports activities Integration dinner Day 3		

<p>Workshops in Primary School 23 Handcrafts - making ecological clay pots, ecological cards from recycled materials Culinary workshops "Traditional Silesian cuisine". - Rural Housewives' Group- exchanging ebooks with a partner institution, Lunch Musical journey - active listening to Batti Straus music, drumming workshop Karaoke in Slovak and Polish Day 4 Trip to the Forest Surprise Park Nature and Forestry Education Centre- a walk along the health trail, getting to know natural ecosystems of wild animals Meal in a mountain chalet Day 5 Saying goodbye</p>			
PL	Getting to know Slovakia - Cooperation visit	Dates 04. 2025	Budget EUR: 6 000
<p>Management activities: Organisational meeting - defining the visit schedule, delegating tasks Presenting the visit schedule during teachers' meeting Insurance of participants Organisation of accommodation, meals, transport Making badges for participants - child's name, details of contact person and school Day 1 Familiarisation with the school - multimedia presentation, introduction to the staff and pupils Communication - language books with pictograms Interactive play "Hansel and Gretel" on healthy lifestyles Practical activities in the culinary studio - preparation of healthy snacks, music and movement activities Day 2 Discovering the region Žilina - old town Budatin Castle - handicraft workshops: Traditional Easter customs, Weaving on small handlooms from textile waste Terchov museum - ethnographic exhibition "Jánošík and Terchová" dedicated to the famous highwayman known Slovak and Polish children Film Viewing about Janosik, which is inscribed on the UNESCO World Heritage List Day 3 Interactive activities about herbalism - meeting a herbalist, musical games, team games Practical activities in the tea room - learning about types of teas, syrups, medicinal ointments - making them on your own, self-presentation of products Sports activities: table tennis, showdown, exercises, Petanque, sensorimotor activities, relaxation. Trip to the medieval village of Paseka - Strédne Slovensko built of wood and straw Walking tour along the ecological trail (baker's, fisherman's, folk healer's house) Workshops - making eco-friendly toys Eco-picnic Day 5 Saying goodbye</p>			

Tytuł działania / title of activities		
Physical activity the key to health.	Dates: 1/4/2024- 30/11/2024	Budget EUR: 8 000
<p>Organisational activities - management: Presenting the next stage of the project during teachers' meeting, summary of cooperation and activities</p> <p>Organisational meeting - delegating tasks</p> <p>Timetable: Meeting with a coach/athlete in each school - familiarisation with safety rules during sports activities Introduction to safety rules during sports activities at school and in the open air Lecture for parents on the importance of physical activity - Canva, leaflets "We are active" - sports activities with PE stations "We're in good mood and we play together" - Sports competitions: beret toss, sack jumping, egg slalom etc. - photo report "Step by step" - Recording of a video encouraging physical activity - together with a partner school Active mid-morning breaks (once a week) - music animation by PE teachers and form tutors animations led by physical education teachers and form tutors using sports equipment "Map of the environment" - outdoor physical activity using ecological materials "Skipping Day" - class games Organising SportsChildren's Day - Old and new backyard games, fun races, games with a KLANZA animation scarf.</p>		
PL Step by step. Easier together	Dates: 1/4/2024- 30/11/2024	Budget EUR: 11 000
<p>Organisational activities - management: Presenting the next stage of the project during teachers' meeting, summary of cooperation and activities</p> <p>Organisational meeting - delegating tasks</p> <p>Timetable: Meeting with a coach/athlete in each school - familiarisation with safety rules during sports activities Safety in sports activities at school and in the open air Meeting with a paramedic at school - safety rules during mountain expeditions, procedure Procedure in case of accidents Lectures for parents on the importance of physical activity - Canva, leaflets "We are active" - Workshops and sports activities with the participation of kindergarten children from a neighbouring institution - PP17 "Step by step" - Recording of a video encouraging physical activity - together with a partner school Active half-time breaks (once a week) - animations to the rhythm of music organised by PE teachers and form tutors Trips to the Kyndra Forest - outdoor game (once a month) "Run for Health - running competition organised in cooperation with the local Fartlek Running Club Circuit Training - general development activities at the MOSiR grounds</p>		

Trip to the mountains as part of the "Každy ma swój Everest" project - we climb the crown of the Silesian Beskid mountains
 "Bicycle love - love your bicycle" - completing a designated section of the Iron Bike Trail route - promoting an environmentally friendly means of transport.

Activities/Work packages/ e.g. Quality Assurance/Evaluation		
PL Our land, our home.	Dates: 1/12/2024- 31/8/2025	Budget EUR: 7 000
<p>Timetable:</p> <p>"I am Eco - guide" – Parent Pedagogization - Canva</p> <p>Workshop activities on segregation of garbage, reducing the production of plastic waste: Day without plastic</p> <p>"Eco bag" - workshop activities - sewing eco-friendly reusable bags and bags for sports utensils from recycled materials</p> <p>Celebration of world Earth Day 22.04 - "Go to nature" - field games, quizzes, intergration games, painting stones- exhibition of works</p> <p>Celebration of "Water Day" – 22/3/2025- recording of a video clip by partner institutions promoting water saving and reduction of pollution</p> <p>Meeting with a forester - planting trees on school grounds</p> <p>"Ecological garden" - planting vegetables and shrubs in the school garden, harvesting crops, preparing juices and preserves</p> <p>"Green corner in the classroom" - organization of a corner in each classroom, planting bulbs, sowing seeds – systematic replenishment during the activity</p> <p>Organizing a trip to the Jastrzębski Water and Sewage Plant - educational classes at the Center for Environmental Education</p> <p>Ecological Education Center - learning about the educational path "River of Knowledge" and a lecture "Honeybee element of a healthy ecosystem"</p> <p>"Earth - my planet" - ecological poster contest - exhibition of works.</p>		

**Spojená škola,
 Jána Vojsaššáka 13, Žilina**
 J. Vojsaššáka 13, 010 08 Žilina
 IČO: 356 34 737



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DYREKTOR

 mgr Beata Skowrońska

