

**Expt.: 02001-2019-1384 Servei de Patrimoni Històric i Artístic**  
**Acord J.G.L. 05/12/2019**

Primero. Ratificar la participación del Ayuntamiento de València en el Proyecto Europeo Erasmus + Adapting Museums for educational Inclusive Goals, en los términos expresados en el modelo de acuerdo cuyo tenor literal es el siguiente:

'Erasmus+ Programme 2014-2020  
Key Action 2: Strategic Partnership Projects  
AGREEMENT n° 2019-1-ES01-KA201-063923  
MODEL CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER  
ORGANISATION

*A contract between the Coordinator and each partner organisation should be signed before the beginning of the activities of the partnership as described in this contract; it shall be annexed to the Agreement n° 2019-1-ES01-KA201-063923.*

This contract, drawn up under the Erasmus+ Programme (REGULATION (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing Erasmus+), shall govern relations between:

*Conselleria de Educació, Cultura y Deporte, hereafter named 'the Coordinator', represented by Vicent Marzà Ibáñez, on the one hand*

and

*Ayuntamiento de València, hereafter named 'the Partner Organisation', represented by Glòria Tello Company, on the other hand,*

Which have agreed as follows:

Article 1/Subject

1. Having regard to the provisions of REGULATION (EU) No 1288/2013 of the European Parliament and of the Council of 11 December 2013 establishing Erasmus+: the Union programme for education, training, youth and sport, the Coordinator and the Partner Organisation commit themselves to carrying out the work programme covered by this contract.

This work programme comes under the Agreement n° 2019-1-ES01-KA201-063923 concluded between the Coordinator and the National Agency.

1. The maximum Community grant towards expenditure incurred by the members of the Partnership participating in the programme shall be 135.976,00 EUR.
2. The final financial contribution shall depend on the evaluation of the quality of the results of the project n° 2019-1-ES01-KA201-063923 pursuant to the rules laid down at Community level, particularly in Annex III – Financial and Contractual Rules, but shall, under no circumstances, give rise to a profit.
3. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project n° 2019-1-ES01-KA201-063923 under the Agreement n° 2019-1-ES01-KA201-063923 passed between the National Agency and the Coordinator.

4. The subject matter of this contract and the related work programme 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

1. The project referred to in Article 1 has a duration of 24 months. It starts on 01 Sept. 2019 and ends on 31 Aug. 2021
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.
3. The period of eligibility of the costs starts on 01 Sept. 2019 and finishes on 31 Aug. 2021.

#### 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 programme set out in this contract 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 Partner Organisation a copy of the Agreement n° 2019-1-ES01-KA201-063923 and its annexes, concluded with the National Agency, of the Financial and Contractual Rules, of the various reports and of any other official document concerning the project;
3. to notify and provide the Partner with any amendment made to the Agreement n° 2019-1-ES01-KA201-063923 concluded with the National Agency;
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;
5. to comply with all the provisions of Agreement n° 2019-1-ES01-KA201-063923 binding the Coordinator and Beneficiaries to the National Agency.

#### Article 4/Obligations of the Partner Organisation

The Partner Organisation shall undertake:

1. to 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 Agreement n° 2019-1-ES01-KA201-063923 concluded between the National Agency and the Coordinator;
2. to comply with all the provisions of Agreement n° 2019-1-ES01-KA201-063923 binding the Coordinator to the National Agency;
3. to communicate to the Coordinator any information or document required by the latter that is necessary for the management of the project;
4. to accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
5. to define in conjunction with the Coordinator the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

#### Article 5/Financing

1. The Community grant contribution for the Partner shall be a maximum amount of 13.184 ,00 EUR.

#### Article 6/Payments

1. The Coordinator commits himself to carrying out payments relating to the subject matter of this contract to the Partner Organisation according to the achievement of the tasks and according to the following schedule:

1st payment: 10.547,00 EUR

final payment: 2.637,00 EUR

1. 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.

#### Article 7/Bank account

Bank Name: CaixaBank

Bank Address: C/ Pintor Sorolla, 2  
46002 València

ESPAÑA / SPAIN / ESPAGNE

Account Name: Ayuntamiento de València

Sort Code: (código que se utiliza en Irlanda y en el Reino Unido, no en España)

Account Number: ES68 2100 0700 1202 0044 8409

IBAN: ES68 2100 0700 1202 0044 8409

BIC: CAIXESBBXXX

#### Article 8/Reports

1. The Partner shall provide the Coordinator with any information and document required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 31 Aug. 2020 at the latest.
2. The Partner shall provide the Coordinator with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative by 31 Aug. 2021 at the latest.

#### Article 9/ Monitoring and supervisión

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

#### Article 10/ Liability

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.
2. The Partner Organisation shall protect 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 contract, to the extent that these damages are not due to the serious or intentional negligence of the National Agency, the Coordinator or their personnel.

#### Article 11/Termination of the contract

1. The Coordinator may terminate the contract if the Partner Organisation 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 Coordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 12/ Jurisdiction clause

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

Article 13/ 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.

Annexes

a) Detailed budget relating to the activities of the Partner Organisation (costs associated with the activities and sources of financing).

b) Description of the Partner's tasks and breakdown of the Community grant allocation.

c) Partner financial form duly signed

Done at....., in two copies.

For the Coordinator,

Sra. Glòria Tello Company

Regidora Delegada de Recursos Culturals

Culture Councilor

[ signature ] [ date ]

For the Partner,

The legal representative

(name and function)

[ signature ] [ date ]'

Segundo. Aceptar la subvención concedida por la Conselleria de Educación, Cultura y Deporte al Ayuntamiento de València para la participación en el Proyecto Europeo Erasmus + Adapting Museums for educational Inclusive Goals, por un importe total de 13.184,00 euros.

Tercero. Aprobar la 38ª modificación de créditos por generación de ingresos correspondiente a la anualidad 2019, con el siguiente detalle:

ESTADO DE INGRESOS

FA	Alta	M. Crédito
45044 C. E. Proyecto Erasmus +		1.520,00 €

ESTADO DE GASTOS

FA	Alta	M. Crédito
EP250 33600 22699		1.520,00 €

Cuarto. Aprobar el proyecto de gasto 2019/0112 denominado Proyecto Amusing Erasmus +, cuyo coste total asciende a la cantidad de trece mil ciento ochenta y cuatro euros (13.184,00 €), financiado con recursos afectados por importe de trece mil ciento ochenta y cuatro euros (13.184,00 €) obtenidos mediante la subvención concedida al Ayuntamiento de València referenciada en el punto Primero.

Quinto. Tal y como establece el informe del Servicio Económico-Presupuestario de 22 de noviembre de 2019, el Servicio gestor deberá realizar una modificación de créditos por generación de ingresos en cuanto sea operativo el presupuesto de 2020 por importe de 7.514,00 €. En cuanto al resto de la subvención, cuyo importe es de 4.150,00 €, dicha cantidad será aplicada por el Servicio Económico-Presupuestario al Presupuesto de 2021.

Sexto. Facultar a la concejala de Patrimonio Histórico y Artístico, Sra. Glòria Tello Company, para que ostente la representación del Ayuntamiento de València en los actos de trámite derivados de la aceptación de la subvención referenciada en el punto anterior.

Séptimo. Comunicar el presente acuerdo Servicio Económico-Presupuestario, para que proceda a su grabación en el Presupuesto corriente, al Servicio de Contabilidad, al Servicio de Control Financiero Permanente e Intervenciones Delegadas-Sección de Control Contable y Presupuestario-, y al Servicio Fiscal de Gastos.