**7 School Pilot Model Contract – lead teacher**

*A more formal and detailed contract outlining what teachers/schools are expected to do in larger validation pilots which may include the payment of an honorarium or financial reward.*

*The template is provided as* ***an example*** *only of the type of contract currently used by EUN Partnership aisbl to cover its relationship with National Coordinators and therefore is adapted to meet particular requirements in its country of operation. EUN does not warrant or make any claim that it is complete or will be in any way appropriate or will fit your particular circumstances. If you intend to use this template, it is important that you check with your professional advisers to ensure that the template is suitable and in particular, that it is compliant with the law and administrative requirements of any territory where it will be used.*

Sample Cooperation Contract

Specific Conditions

This Contract is made and entered into by and between

**Name of Contracting organisation**

whose registered office is at

Address:

VAT Number: xx.xx.xx.xx

represented by Name of Senior Official

hereinafter referred to as “ORG”

and

Teacher name and address:

Hereinafter referred to as “the Contractor”.

Type of contract: (Tick the relevant box according to whether the contract is with a school or a teacher)

School contract 🞏

Teacher contract 🞏

Expert 🞏

Pedagogical adviser 🞏

National coordinator 🞏

This Contract consists of the following (delete as appropriate):

* Specific Conditions
* General Conditions (forming Annex 1 of the Contract)
* Terms of reference for the XX Project or Validation (forming Annex 2 of the Contract)

The Specific Conditions take precedence over Annex 1 and Annex 2. Annex 2 takes precedence over Annex 1. Signature of the Specific Conditions means that the Contractor has read and accepts the terms and conditions contained in the annex.

**Article** **I.1. - Project:** name and grant agreement number as appropriate.

**Article** **I.2. - Contract period of the present contract:** start and end dates.

**Article** **I.3. – Honorarium:**

Insert details of any honorarium to be paid to the Contractor based on the tasks set out in Annex 2. The honorarium is inclusive of all taxes, costs and charges including VAT where applicable. The honorarium has been computed in accordance with the number of days estimated to be necessary to complete the tasks set-out in Annex 2. The honorarium will be paid in accordance with the provisions of article I.4 below. The payment of the honorarium shall be the only payment due to the Contractor under this contract. No other payment shall be due to the Contractor from ORG or from any third party whether as royalties, fees or in consideration for any service rendered hereunder.

**Article I.4 - Payment:**

The honorarium, detailed in article I.3 above, shall be paid within 30 days of receipt by ORG of a debit note from the Contractor in due and proper form according to the following payment schedule: (set out structure of payments e.g.:)

* A debit note for an advance of 50% of the honorarium (xxx €) shall be sent by the Contractor following the signature of this contract;
* A debit note for the balance of the honorarium shall be sent by the Contractor at the end of the contract, following the timely completion and successful delivery of the Tasks as set-out in Article I.7.

ORG shall supply the Contractor with the template of the debit note to be used for the payment of the honorarium.

The amount due for any debit note may be reduced or cancelled by ORG if in its opinion the Contractor has not completed the tasks successfully, on time or has only completed them partially.

**Article I.5: Travel costs:**

Where the Contractor is invited by ORG to attend pan-European workshops or events organised by the project, then travel and accommodation will be arranged and paid for directly by ORG. Any incidental costs for local transport to/from the airport and food while in transit to international workshops are the responsibility of the Contractor. Travel arrangements for attendance at regional hub meetings and/or the national focus group are excluded from this agreement and should be agreed direct between the Contractor and national coordinator.

In the event that the Contractor is not able to attend any project event and fails with good and valid reason to let ORG know in time so that it may cancel the travel and accommodation booked for the Contractor, then EUN may at its entire discretion charge the Contractor for any losses or costs involved.

**Article** **I.6. - Banking details this will be filled by the Contractor:**

Name of the Account Holder: [fill in]

Address of the Account Holder: [fill in]

Bank name: [fill in]

Account number: [fill in]

Full bank number: [fill in]

IBAN Code: [fill in]

SWIFT: [fill in]

**Article** **I.7. – Tasks:** as set out in Annex 2 (attached).

**Article** **I.8. - Reporting:**

The Contractor will report through the National Coordinator as the main point of contact for the day to day delivery of the XXX project. The successful delivery of the Tasks will be monitored by ORG. Any issues in delivery will be flagged with the teacher, the school and National Coordinator. If following discussion and agreement with the Contractor and National Coordinator and ORG Project Support Office, the teacher wishes to withdraw from the contract, the contract will be terminated in accordance with the guidelines set out in Annex One, Article II.8.

Declaration: The Contractor declares that the Contractor is free to enter into this Contract and that there is no term or condition in any employment or similar contract that would prevent him or her from performing the tasks detailed in Annex 2.

**Signatures:**

(Name) [Name]

ORG The Contractor

**Date:** [fill in]

[[1]](#footnote-1)

**ANNEX 1 - GENERAL CONDITIONS**

**Article II.1.** **– Work and timing**

The Contractor shall be responsible for the performance of the Tasks defined in Annex 2 of the present Contract. The work will be spread over the period defined in article I.2.

**Article II.2 - Relationship**

The Contractor shall provide the Tasks as an expert to ORG.

The Contractor is and throughout this Contract shall be an independent contractor and not an employee of ORG.

ORG expressly recognizes that it has no right, power or authority whatsoever over the Contractor, without prejudice to the right to give guidelines regarding the Tasks to be performed. The present Contract does not establish any link of subordination between parties, which could lead to an employment contract.

As a consequence,

* the Contractor is not bound to specific working hours;
* the Contractor is not bound to dedicate all his/her time to the execution of the present Contract and may work under any form he/she wishes for other companies;
* the Contractor organises his/her activities; and,
* the Contractor will be responsible for all social and fiscal obligations applicable to independent workers in the country of residence.

**Article II.3. - Payments**

* Payments will be made to the bank account of the Contractor in accordance to the banking details given by the Contractor in article I.6;
* Bank charges will be shared provided IBAN and BIC codes mentioned by the Contractor are correct.

**Article II.4 - Honorarium**

Upon the successful completion of the Tasks, upon the approval of the ORG Project Manager, the Contractor will be paid an honorarium in accordance with the provisions set out in Article I.3 and Article I.4. Nothing in this Contract shall be considered as creating an employment contract.

**Article II.5 - Confidentiality**

The Contractor will respect the confidentiality of any information that is linked, directly or indirectly, to execution of the Tasks. He/she will not divulge to third parties or use for his/her owns benefit or that of any third party any document or information not available publicly, even after completion of the Tasks.

**Article II.6 – Business Practices/Professional Standards**

The Contractor agrees to perform the Tasks in accordance with the appropriate professional standards applicable to the type of Tasks to be carried out and the qualifications and experience of the Contractor. The Contractor also agrees to adhere to fair and ethical business principals and to comply with all relevant laws and regulations governing the activities of the Contractor at no additional cost to ORG.

In the event that any act or omission of either party or its employees, agents or representatives, causes or results in damage to, loss or destruction of property of the other party or third parties, and/or death or bodily injury to persons, including but not limited to employees, customers or business invitees or visitors of either party, then such party shall indemnify, defend and hold the other party free of liability from and against any claims, actions, damages, demands, costs and expenses whatsoever, including reasonable legal fees and expenses, resulting thereof.

**Article II. 7. - Ownership of the results - Intellectual property**

Any results or rights thereon, including copyright, database rights and other intellectual property rights, obtained in performance of the Contract, shall be owned solely by ORG, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to entering into the Contract. Where necessary, the Contractor agrees to complete at its cost any assignment or other legal document required to transfer to ORG the ownership of any IPR produced by him/her under this Contract.

**Article II.8. - Termination**

In the event that the Contractor fails to perform any obligations under the present Contract and does not remedy such failure within 15 days after having received a notice in writing from ORG specifying the failure and requiring such remedy, then without prejudice to any other rights or remedies, ORG shall be entitled to terminate the present Contract forthwith, without the application of any juridical procedures, by notice in writing to the Contractor.

If the Contractor or ORG breaches the terms of the present Contract, the other party shall have the right to terminate this Contract.

Either party to this Contract shall have the right to terminate this Contract if the other party is insolvent or enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors.

ORG shall have the right to terminate the present Contract if the Contractor has made false declarations to ORG on work carried out or on expenditure. If the present Contract is so terminated, ORG may require the Contractor to reimburse all or part of the payments made under this Contract.

**Article II.9. - Liability**

The Contractor shall indemnify ORG and any other partner against any claim made against or liability incurred by ORG in respect of any infringement by the Contractor of any copyright or other industrial property right or any statutory protection in respect of any report or other material supplied by the Contractor to ORG pursuant to the present Contract.

ORG shall not be required to provide insurance cover to persons participating in activities undertaken by the Contractor under the present Contract.

**Article II.10. - Modification of the Contract**

Changes or amendments to the present Contract shall be approved by both parties to the Contract and become effective when signed by authorized representatives of both parties.

**Article II.11. - Settlement of Disputes and Applicable Law**

If there is a dispute or difference between the parties arising out of or in connection with the present Contract or out of activities undertaken under the present Contract, including disputes regarding quality, the parties shall first endeavour to settle it amicably. Proper venue for any arbitration or legal proceeding related to the present Contract shall be in Belgium (*adapt to country where the Contractor is based*). This Contract is governed by the laws of (*the country in which ORG is based*).

**ANNEX 2 - TASKS**

Use Annex 2, to set out the tasks to be followed and delivered by the schools/teachers/students in your validation.

Given the variations that will occur between countries, schools, teachers, it is better if the tasks are listed under more general headings. This will allow for more flexibility in how they are delivered at local level.

For example, as part of your validation you may want to divide this into the various stages of your project e.g.: at implementation, during project, at end.

Note: it is worthwhile spending time at the start of the validation thinking through what you want delivered by teachers / school throughout the project.

If the validation is part of a project funded by the European Commission, it may be useful in terms of EC project validation and exploitation plans if you.

Specify under general heading, what you want them to deliver, for example:

* videos (when and how many, and in project give them guidelines to follow),
* write a blog (when, how often, and in project given them a template to follow),
* complete surveys (when),
* attend online training (when)
* deliver a webinar to other schools, etc.

**Sample Debit Note**

(for teachers to claim payment of the honorarium)

First name and surname: *<<TEACHER NAME>>*

Country: *<<COUNTRY>>*

Contract P.O number: *<<YOUR PROJECT CONTRACT NUMBER>>*

Project: Project Name

Grant Agreement No: *<<WHERE RELEVANT>>*

Organisation

Address

**VAT: XX XX XX**

|  |  |
| --- | --- |
| **First Payment:**  I hereby certify that I am a lead teacher working in the XX project with my school on all the major task headings set-out in annex 2 of my contract. |  |
| **I hereby claim an Amount of:** | **xxx Euros** |
|  |  |
|  |  |
| **Total amount now claimed:** | **xxx Euros** |

**Date: *<<enter date>>* Signature : *<<sign here>>***

**\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
| Payment to: | *<<YOUR NAME>>* |
| Bank name: | *<<ENTER DETAILS>>* |
| Account number: | *<<ENTER DETAILS>>* |
| Full bank address: | *<<ENTER DETAILS>>* |
| IBAN Code: | *<<ENTER DETAILS>>* |
| Swift/BIC Code: | *<<ENTER DETAILS>>* |

1. General Conditions – November 30, 2010 [↑](#footnote-ref-1)