**template**

**a consortium agreement is compulsory**

**for KA2 call 2023 projects**

**Grant agreement KA2 Call 2023**

**Article 7 – beneficiaries**

These arrangements must be set out in a written consortium agreement between the beneficiaries (see Data Sheet, Point 1), covering for instance:

* the internal organisation of the consortium
* the management of access to Erasmus+ reporting and management tool
* different distribution keys for the payments and financial responsibilities in case of recoveries (if any)
* additional rules on rights and obligations related to background and results (see Article 16)
* settlement of internal disputes
* liability, indemnification and confidentiality arrangements between the beneficiaries.

The internal arrangements must not contain any provision contrary to this Agreement.

**This template is not compulsory,**

**but serves as an example for a consortium agreement.**

**no rights can be derived from this template**

**Partner Agreement**

**[title project]**

**[project code]**

NAME

representing,

Name institute

Type of institute

Address

Registration number,

hereinafter referred to as "partner organisation"

AND

NAME

representing,

Name institute

Type of institute

Address

Registration number

hereinafter referred to as "coordinator”

for the purposes of participating in the project **“XXXX”** that runs from XX-XX-20XX until XX-XX-20XX under the Erasmus+ programme, project number: XXX (hereinafter referred to as "the project")

Have agreed as follows

1. The coordinator has the mandate to act on behalf of the partner organisation in compliance with the grant agreement that forms an integral part of this agreement, as described in Annex A.
2. The partner organisation confirms to accept all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, acknowledge that the coordinator alone is entitled to receive funds from the National Agency and distribute the amounts corresponding to the partner’s organisation participation in the project.

**Entry into force and implementation period of the agreement**

1. The Agreement enters into force on the date on which the last party signs it.
2. The Project runs for XX months starting on XX-XX-20XX and finishing on XX-XX-20XX as specified in the Grant Agreement.

**Responsibilities**

1. The partner organisation will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, documents or information that may be required in relation to the grant agreement. This includes keeping an hour administration for the project, based on the time sheet template provided by the coordinator.
2. The provisions of the grant agreement shall take precedence over any other agreement between the partner organisation and the coordinator that may have an effect on the implementation of the grant agreement, including this partnership agreement.
3. The responsibilities for the activities developed in this project are as follows.
   1. The partner organisation is responsible to lead:

* Activity X ‘NAME ACTIVITY’ [in cooperation with NAME PARTNER(S)].
  1. The partner organisation is co-responsible for the following activities with support from the coordinator and other partners:
* Activity X ‘NAME ACTIVITY’ [lead partner: NAME PARTNER]
* Activity X ‘NAME ACTIVITY’ [lead partner: NAME PARTNER]

1. The partner organisation is responsible to communicate any foreseeable risks for the implementation of the project to the coordinator as soon as possible.
2. The coordinator and the partner organisation agree to use mediation as a conflict resolution mechanism if needed. The costs for the mediator will be covered by the resources allocated to management and shared equally by both parties. Both parties can initiate a mediation procedure.
3. The partner organisation will fulfil all the responsibilities regarding the payment of (income) taxes and the remittance of social benefits.

**Payment of funds and modalities**

1. The total fund payable to the Partner are maximum €XXXX.

1. The grant takes the form of unit contributions and reimbursement of eligible costs actually incurred following the grant agreement.
2. The overall budget and spending of the project will be under the control of the coordinator. The coordinator will transfer the funds to the partner organisation’s account for eligible activities and shall not be unreasonably withheld. Eligible activities are those activities which fully comply with the work plan and are in accordance with the Grant Agreement and project performance.
3. The funds to be paid to the Partner shall be transferred into the following institutional bank account:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of Bank** | | ….. | |  |
| **Address of Bank** | | ……………… | | |
| **Account Number** | | …… |  |  |
| **Account Name** | | ………………. | | |
| **SWIFT Code/BIC** | | …………. |  |  |
| **IBAN** |  | …………… | |  |

1. The coordinator will pay the grant totalling EUR XXXX in tranches. The final tranche will be paid after the project finishes, after the coordinator has received the final tranche from the national agency. The partner receives funding for the following activities (total XX days - EUR XXXX):

* OX ‘NAME ACTIVITY’ (X days - EUR XXX)
* OX ‘NAME ACTIVITY’ (X days - EUR XXX)
* OX ‘NAME ACTIVITY’ (X days - EUR XXX)
* OX ‘NAME ACTIVITY’ (X days - EUR XXX)

**Table 1: distribution tranches from coordinator to partner organisation**

|  |  |  |  |
| --- | --- | --- | --- |
| *Timeline for transfer of tranches* | *Actions* | *Partner Timeline: delivery due by* | *TOTAL EURO* |
|  | First tranche |  | XXX EUR |
|  | **Final Report due to National Agency** |  |  |
|  | Final tranche |  | XXX EUR |

Total payable to Partner instalments amounts to €XXXX.

1. The partner organisation is obliged to administer the project finances accurately, report on the state of the financial spending of the different budget categories and report on the completed work. Upon the timely receipt of the report the coordinator will check the quality of the report, the progress of the work and the eligibility of the spending. In case of satisfactory performance the coordinator will pay the next instalment. The coordinator will provide the format for the reporting based on the Beneficiary Module.

* First tranche of pre-financing will be paid according to Table 1. The coordinator will transfer the first tranche of the partner organisation’s total budget, after the signing of this Partner Agreement, provided that the coordinator has received the pre-financing from the National Agency and bank details are correctly provided by the partner organisation.
* Final tranche of pre-financing will be paid according to table 1. The coordinator will transfer this tranche of partner organisation’s total budget, provided that the partner organisation provides eligible and full supporting documentation on project expenditure and after receiving and approving the periodic narrative and financial reports due.
* Balance payment: all outstanding payments to cover actual eligible expenditures that have not been received in previous tranches (see above), will be paid to the partner within 30 days after the coordinator receives the final payment from the National Agency, on condition that the partner organisation has provided the requested eligible supporting documentation and submitted the financial table to the coordinator within the foreseen deadline.

**Meetings**

1. The coordinator will be responsible for the organisation of all transnational project meetings and will cover all costs incurred for (international) travel, board and lodging during these meetings.
2. The coordinator accepts no liability in case of the Partner representatives’ sickness or accident during travel under this contract. Where appropriate, the Partner organisation should insure its employees against such risks.

**Accounting, Record Keeping and Reporting**

1. The Partner is fully responsible for providing the correct declaration of expenses and the appropriate application of its accounting system. In more detail, the Partner shall:

* Accept responsibility for the adequate and orderly accounting of its part of the project according to the rules and regulations of the Grant Agreement.
* Keep and thoroughly document original invoices, debit notes, receipts, bank statements for every item of expense and these can only be financed using project funding if they are in compliance with the rules on eligibility of expenditure.
* Be aware of the fact that the coordinator will not compensate for the ineligibility of costs caused by any violation of the Grant Agreement or this Partner Agreement, for which the Partner is responsible. Any costs which are assessed as ineligible by the National Agency within their final report assessment need to be reimbursed by the Partner to the coordinator, who will forward the ineligible amount to the National Agency.
* Make available any documentation on project finance and activities required by the National Agency.
* Keep a record of any expenditure incurred under the project and all proofs and related documents for five years after the receipt by the coordinator of the final payment of the balance by the grant.

**Changes in the Project Partnership or Termination**

1. Failure by the partner organisation to perform his/her duties under this agreement (other than as a result of Force Majeure) or under any amendment duly accepted by the parties and may consequently refuse to pay to the partner organisation the tranches.

**Force Majeure**

1. If and to the extent that either Party (the "Affected Party") is hindered or prevented by circumstances not within its reasonable ability to control, including war, riot, civil commotion, act of terrorism, military operations, malicious damage, compliance with a law or governmental order, rule, regulation or direction, strike, lock-out or labour dispute (other than in relation to the Affected Party's own personnel), restrictions due to the spread or possible spread of disease among humans or animals, accident, breakdown of plant or machinery, fire, flood and acts or omissions of third parties for whom the Affected Party is not responsible (a "Force Majeure Event") from performing any of its obligations under this Agreement:

* the Affected Party's obligations under this Agreement are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed;
* A formal notification is send to the coordinator who forwards this to the National Agency, without delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.
* the Affected Party shall make all reasonable efforts to limit any damage due to force majeure, and mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement; and
* as soon as reasonably possible after the end of the Force Majeure Event the Affected Party shall notify the Other Party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Agreement.

**Liability**

1. In case of enforced recoveries by the National Agency all beneficiaries are unconditional joint and several liable up to the maximum grant amount for the action. This means that the National Agency may hold the beneficiaries jointly and severally liable for repaying debts of another beneficiary under the grant agreement.

**General Provisions**

1. The provisions of this contract may be amended only by written agreement between the parties.
2. Nothing in this Partner Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.
3. The Agreement is governed by the applicable Union law, complemented, when necessary, by the law of the participating Programme Country.

|  |  |
| --- | --- |
| SIGNATURE  NAME, FUNCTION, PARTNER INSTITUTE  Partner Organisation  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Done at PLACE, date …../…./….. | SIGNATURE  NAME, FUNCTION, PARTNER INSTITUTE  Coordinating organisation  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Done at PLACE, date …../…./….. |

In duplicate in English