



Education, Audiovisual and Culture Executive Agency

Erasmus+ Programme

Capacity-Building projects in the field of Higher Education **(E+CBHE)**

Guidelines for the Partnership Agreement

VERSION 01: 15 DECEMBER 2015

INTRODUCTION

The following document aims to assist Erasmus+ Capacity Building projects in the field of Higher Education in preparing their Partnership Agreement(s). The examples of provisions / articles provided do not reflect any official position / recommendation. The Executive Agency cannot be held responsible for any use that may be made of the information contained herein.

Please note that a Partnership Agreement is a commitment complementary to the Grant Agreement signed with the Executive Agency and to the mandates signed by each beneficiary.

As mentioned under Article I.10.5 of the Grant Agreement, the beneficiaries are required to lay down the detailed provisions for their relations and for the implementation of the project. These provisions shall be formalised in a Partnership Agreement to be signed by the coordinating institution and the beneficiaries. A copy of the Partnership Agreement(s) must be provided to the Executive Agency within 6 months of the signature of the Grant Agreement.

The Partnership Agreement can either be multilateral (i.e. single agreement signed by the coordinator and all the other beneficiary organisations) or bilateral (i.e. a different agreement signed between the coordinator and each beneficiary organisation) and should be drafted in the working communication language of the Partnership.

Provisions of the Partnership Agreement(s) may be differentiated according to the special needs/requirements of each beneficiary, provided that transparency is ensured within the partnership.

The objective of the Partnership Agreement is to ensure that:

- the provisions for project implementation and for interactions between beneficiaries are clearly agreed and communicated to all partners;
- the relevant authorities of the participating organisations agree on its implementation aspects from an academic, administrative, legal and financial point of view;
- potential disputes/misunderstandings between participating organisations are avoided and/or resolved through the dispositions contained in the Partnership Agreement.

In particular, the Partnership Agreement should provide a comprehensive description of:

- beneficiaries' rights and obligations within the framework of the project and the Grant Agreement;
- beneficiaries' role and responsibilities in carrying out the work programme;
- management and governance modalities;
- financial management and related rules, in particular for what concerns:
 - the budget structure (co-financing, breakdown of budget per activity and beneficiary, modalities of transfer of funds, etc.);
 - remuneration policy for staff;
 - payment modalities (reimbursement for travels and costs of stay, etc.);
- reporting mechanisms;
- conflict management mechanisms in case of problems or tasks/activities not properly implemented;
- communication strategy (project website, promotional material and its dissemination, dissemination and exploitation plan);
- sustainability strategy;
- any other relevant topic for the efficient implementation of the project;
- if applicable, the implementation modalities of the Special Mobility Strand.

Template of Partnership Agreement

Partnership Agreement

[Grant Agreement Number]
[Project Name]

The present Partnership Agreement, hereinafter referred to as “the Agreement”, is made and entered into by and between,

[Name of the coordinating Institution]
[registered address]

hereinafter referred to as the “coordinator”, represented for the purposes of signature of the Agreement by [Legal representative name], [Legal representative position], the legal representative as defined in the Grant Agreement [Agreement number],

and the following beneficiaries:

1. [full official name of the beneficiary Institution] – established in [country]
2. [full official name of the beneficiary Institution] – established in [country]
3. [full official name of the beneficiary Institution] – established in [country]

[idem for each beneficiary]

hereinafter referred to as the “beneficiaries”, represented for the purposes of signature of this Agreement by their legal representatives, according to the Mandates previously signed and attached to the Grant Agreement (here in Annex IV).

Where a provision applies without distinction to the "coordinator" and the "beneficiaries", for the purpose of this Agreement they will be collectively referred to as the "beneficiaries".

The parties hereby have agreed as follows:

Article 1

Subject of the Partnership Agreement

1.1 This Agreement defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ CBHE action [project name] (hereinafter referred to as the “project”).

1.2 The coordinator and the beneficiaries, undertake to do everything in their power to carry out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement [Grant Agreement number], concluded between the coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), related to the above-mentioned project.

1.3 The subject matter of this Agreement and the related work programme are detailed in the annexes of the Grant Agreement. The respective Grant Agreement terms and conditions, related annexes and guidelines, shall form an integral part of the present Agreement, and take precedence over it (see Article 20 of the present Agreement for the list of annexes).

1.4 The coordinator and the beneficiaries shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2

Duration

2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.

2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

Article 3

Obligations and responsibilities

3.1 General obligations and role of the beneficiaries (including the coordinator).

The beneficiaries:

- (a) are jointly responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement and approved application, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) are jointly responsible for complying with any legal obligations incumbent on them jointly or individually;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;

- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.

For the Grant Agreements that include a Special Mobility Strand:

- (f) undertake to comply with the principles set out in the Erasmus Charter for Higher Education (ECHE) and to implement the student and staff mobility flows in accordance with the provisions set out in the Erasmus+ Programme Guide and the Guidelines for the Special Mobility Strand;
- (g) undertake to sign Institutional Agreements between the sending and the hosting institutions for the preparation, implementation, monitoring and recognition of the mobility flows.

3.2 Specific obligations and role of the coordinator.

The coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the beneficiaries and the Executive Agency, and inform the beneficiaries of any relevant communication exchanged with the Executive Agency;
- (c) inform the beneficiaries of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (d) as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the beneficiaries, as per the dispositions of Article I.4 of the Grant Agreement;
- (h) provide one copy of this Agreement duly signed to each beneficiary and to the Executive Agency within 6 months of the signature of the Grant Agreement.
- (i) provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the Guidelines for the Use of the Grant, the various reports templates and any other relevant document concerning the project.
- (j) transmit to the beneficiaries copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.
- (k) [.....]

3.3 Specific obligations and role of each beneficiary (excluding the coordinator).

Each beneficiary undertakes to:

- (a) ensure adequate communication with the coordinator and with the other beneficiaries;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement;

- (c) submit in due time to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;
- (e) notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.
- (g) [...]

Article 4 Financing the action

4.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to EUR [amount referred to in Article I.3 of the Grant Agreement] and shall take the form as stipulated in Annex III of the Grant Agreement.

4.2 The Erasmus+ grant contribution is awarded to the partnership under the form of:

- a "*reimbursement of actual costs*" for Equipment and Subcontracting costs
- a "*unit contribution*" to the costs incurred for Staff costs, Travel costs and costs of Stay
- if applicable, a "*unit contribution*" to support the activities implemented under the Special Mobility Strand

4.3 The grant contribution to the project is intended to cover only part of the costs actually incurred by the beneficiaries in carrying out the activities foreseen. The beneficiaries [and, where applicable, other external sponsors] commit to provide additional resources to the project so as to ensure its full implementation in accordance with the Grant Agreement.

4.4 Full details of the estimated budget breakdown per funding source, beneficiary and budget category is given in Annex I of this Agreement.

Article 5 Payment arrangements

5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary using the accounts stipulated in Annex ~~XXXX~~ of this Agreement.

The partnership should create an individual annex for each beneficiary with their bank account details and signed by the legal representative:

[Name of Bank]

[Address of branch]

[Name and address of account holder]

[Full account number (including bank codes)]

[IBAN account code]

5.2 The transfer of the Erasmus+ grant contribution to individual beneficiaries will be implemented in accordance with the following timetable and procedure:

Payment(s) in advance

The coordinator will transfer to the respective account of each beneficiary in advance of the actual activities (/expenditures) [part of] the estimated Erasmus+ grant contribution identified under Annex 1 of this Agreement, in the following way:

1. X% of the estimated Erasmus+ grant contribution at the time of signature of this Agreement
2. Y% of the estimated Erasmus+ grant contribution within [Y] days of the reception of the necessary proofs of expenditure/activity covering the amount of advance payment(s) already made.
3. [...]

Reimbursement of costs incurred

[Within 30 days of receipt] of the necessary proofs of expenditure/activity (as specified in the Guidelines for the Use of the Grant), the coordinator will reimburse to the beneficiary's account specified on Annex XXX of this Agreement the [part of the] costs actually incurred in accordance with the estimated budget breakdown identified under Annex 1 of the Agreement.

5.3 Beneficiaries are obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the beneficiaries will be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.

5.4 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the project, the following procedure will apply:

Example of possible arrangements:

- 1) *the beneficiary (ies) responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator.*
- 2) *the beneficiary(ies) commit to take in charge a percentage of the ineligible amount(s) corresponding to their share of the Erasmus+ grant and will reimburse it to the coordinator.*

5.5 The costs of financial transfers shall be borne as following:

- [define provisions for the costs of dispatch/receipt charged by the bank of the coordinator/beneficiaries, and costs of repeated transfers caused by one of the parties]

Article 6 Reporting

6.1 The coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the beneficiaries commit to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

6.2 The coordinator shall provide the beneficiaries with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO.

6.3 The beneficiaries shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for a period of 5 years after the payment of the final balance under the Grant Agreement. The coordinator may reject any item which cannot be justified in accordance with the rules set out by the Executive Agency in the Grant Agreement and in the Guidelines for the Use of the Grant.

Article 7 **Budgetary and financial management**

7.1 The Erasmus+ grant contribution to the project's staff costs, travel costs and costs of stay will be calculated on the basis of "unit contributions" whose individual amounts are specified in the Erasmus+ Programme Guide, in the Guidelines for the Use of the Grant and in the Guidelines for the Special Mobility Strand (when applicable).

7.2 For the implementation of the project and the beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the partnership will

Possible options:

- apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant
- use the procedure and amounts described hereafter (in Annex XXX of this Agreement)

Although CBHE partnerships can use/apply the unit costs amounts defined in the Erasmus+ Programme Guide for the reimbursement of the staff, travel and costs of stay incurred by the beneficiary organisations for the implementation of the project activities, it is recommended that they define their own procedure for covering these costs. This procedure can be common to all beneficiaries or vary in accordance with the specific needs or constraints of individual beneficiaries. It can either be based

- *on other unit costs amounts than those specified in the Erasmus+ Programme Guide (even higher if deemed necessary),*
- *on the reimbursement of actual costs incurred (with a maximum if necessary) or*
- *on a combination of both*

*Please note that for those projects that include a **Special Mobility Strand**, the unit cost value defined in the Erasmus+ Programme Guide for contributing to the students' subsistence while abroad, must be paid in full to the mobile students.*

7.3 The Erasmus+ grant contribution to the project's equipment and subcontracting costs will be based on the justification of the costs actually incurred. This justification will take the form of the support documentation specified in the relevant section of the Guidelines for the Use of the Grant.

7.4 The beneficiaries confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.

7.5 Each beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in project activities.

Article 8
General administrative provisions

8.1 Any important project related communication between the parties shall be done in writing and addressed to the appointed project manager of each beneficiary, as per the details below:

For the coordinator:
[Project manager name]
[address]
[email]

For the beneficiaries:
[Beneficiary name]
[Project manager name]
[address]
[email]

[Beneficiary name]
[Project manager name]
[address]
[email]

[Beneficiary name]
[Project manager name]
[address]
[email]

8.2 Any changes to the above information should be communicated in a timely manner.

Article 9
Promotion and visibility

9.1 The coordinator and the beneficiaries shall ensure adequate promotion of the project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the project.

9.2 Any notice or publication by the project, including at a conference or a seminar, must specify that the project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

Article 10
Confidentiality and data protection

10.1 The coordinator and the beneficiaries undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

10.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article II.6 of the Grant Agreement.

Article 11
Ownership and property rights

11.1 The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiaries, in compliance with Article I.7 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

Article 12
Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

Article 13
Conflict of interest

13.1 The coordinator and beneficiaries must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

13.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the coordinator without delay, and the beneficiary in cause shall undertake to take all necessary measures to rectify this situation at once.

13.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

Article 14
Working languages

14.1 The working language of the partnership shall be [working language¹].

14.2 Both parties commit in allocating to the project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

Article 15
Conflict resolution

15.1 In case of conflict between the project partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

15.2 Disputes should be addressed in writing to the project Steering Committee (or a body consisting of representatives of all the project partners), that will try to mediate in order to resolve the conflict.

Article 16
Applicable law and jurisdiction

16.1 This Agreement is governed by the [coordinator's country] law, being the law of the coordinator's country.

16.2 In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the coordinator's country.

16.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.

16.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

16.5 This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

Article 17
Termination of the Agreement

17.1 In the event that any of the beneficiaries fail to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate their participation in the project, upon formal written authorisation by the Executive Agency.

17.2 The coordinator shall notify the beneficiary in cause by registered letter. The beneficiary has one month to supply all relevant information to appeal the decision.

¹ The working language must be understood and spoken by all parties involved in the consortium.

Article 18
Force Majeure

18.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

18.2 Neither of the parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to *force majeure*. The parties shall take all necessary measures to minimise possible damage to successful project implementation.

Article 19
Amendments

19.1 Any amendments to this Agreement must be made in writing by means of a Supplementary Agreement, and become effective when signed by the authorised legal representatives of both parties. No oral agreement may bind the parties to this effect.

19.2 The amendment may not have the purpose or the effect of making changes which might call into question the dispositions of the Grant Agreement.

Article 20
Annexes

Examples of possible annexes

- Annex I – Budget/Expenditure/Co-financing breakdown per partner and budget category.
- Annex II - Remuneration modalities of staff involved in the project.
- Annex III - Reimbursement modalities for travel and costs of stay.
- Annex IV - Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.
- Annex V - link to Guidelines for the Use of the Grant.
- Annex VI - link to FAQs
- Annex VII - Individual Bank account of each beneficiary organisation.
- Annex VIII - Internal Reporting forms.
- Annex XXX...]

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

For the Coordinator
The legal representative
[Name]

For the Beneficiary
The legal representative
[Name]

Signature and stamp
Done in [City name]

Signature and stamp
Done in [City name]

Date [DD/MM/YYYY]

Date [DD/MM/YYYY]