

**ERASMUS+ PROGRAMME**

**Cooperation Partnerships/Small-scale Partnerships (Key Action 2)**

**GRANT AGREEMENT 2024-1-CY01-KA220-xxx-000xxxxxx**

PARTNERSHIP AGREEMENT

BETWEEN THE COORDINATOR AND OTHER BENEFICIARIES [[1]](#footnote-1)

**General data**

Partnership Agreement n.: **2024-1-CY01-KA220-xxx-000xxxxxx\_xx *[e.g. 2024-1-CY01-KA220-VET-000234567\_01]***

Project title: **xxxxx [Acronym]**

Call: 2024 — EAC/A07/2023

Type of action: Cooperation Partnership/ Small-Scale Partnership

Granting authority: CY01 National Agency

Project start date: xx/xx/xxxx

Project end date: xx/xx/xxxx

Project duration: xx (months)

Consortium agreement:Yes

###### **PREAMBLE**

This **Partnership** **Agreement** (‘the Agreement’) is concluded **by and** **between** the following Parties:

**on the one part**,

the **“Coordinator”:**

***[ complete details of the Coordinator: Legal Name, Registration number, Legal Address, Contact Email Address ],***

represented for the purposes of signature of this Partnership Agreement by the *[function, forename and surname of coordinator’s* ***legal representative****]*

**and**

**on the other part**,

the **“Partner”:**

***[ complete details of the Partner: Legal Name, Registration number, Legal Address, Contact Email Address ],***

represented for the purposes of signature of this Partnership Agreement by the *[function, forename and surname of the partner’s* ***legal representative****]*

The Parties referred to above have agreed to enter into the Agreement.

By signing the Agreement and the accession forms, the Parties accept the grant and agree to implement the action under their own responsibility and in accordance with the Project Grant Agreement and this Agreement, with all the obligations and terms and conditions it sets out.

The Agreement is composed of:

Terms and Conditions

Annex 1 Detailed budget relating to the activities of the Partner (as stated in Annex I of the

Grant Agreement)

Annex 2 Description of the Partner's tasks

Annex 3 Copy of Grant Agreement 2024-xxxxx concluded between the Coordinator and the National Agency

Annex 4 Partner’s bank account details in the form below:

- IBAN Certificate

**Article 1/Subject**

1. The **Coordinator** and the **Partner** commit themselves to carrying out the work programme covered by this Agreement.

This work programme comes under the Agreement **[2024-xxx]** concluded between **the Coordinator** and the **National Agency**.

1. The **maximum grant of the project** for the contractual period referred to by the Agreement **2024-xxxxx,** is estimated at **[*the lump sum amount as mentioned in the Agreement* 2024-xxxxx] EUR**.
2. This Agreement shall regulate relations between the Parties, and their respective rights and obligations with regard to their participation in the project **[Project’s title]** under the Agreement **2024-xxxxx** concluded between the **National Agency** and the **Coordinator**.
3. The subject matter of this Agreement and the related work programme are detailed in the Annexes, which form an integral part of this Agreement and that each party declares to have read and approved.
4. The final financial contribution shall depend on the evaluation of the quality of the results of the project with Agreement number **2024-xxxxx** pursuant to the rules laid down at Community level, particularly in the project’s Grant Agreement, but shall, under no circumstances, give rise to a profit.

**Article 2/Duration**

1. The project referred to in Article 1 has a duration of ***xx months*.** It starts on ***xx.xx.202x*** and ends on ***xx.xx.202x*** at the latest**.**
2. This contract enters into force on the date of signature by the last of both participating parties to the Agreement and terminates at the moment of payment of the balance of the Agreement.

1. The period of eligibility of the costs starts on ***xx.xx.202x*** and finishes on ***xx.xx.202x*** at the latest**.**

**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 Agreement 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 a copy of the Agreement 2024-xxxxxand its annexes concluded with the National Agency, 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 2024-xxxxxconcluded 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 2024-xxxxxbinding the **Coordinator** to the **National Agency**.

**Article 4/Obligations of the Partner**

The Partner shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this Agreement and in its annexes, in accordance with the objectives of the project as set out in the Agreement 2024-xxxxxconcluded between the **National Agency** and the **Coordinator**;
2. to comply with all the provisions of Agreement 2024-xxxxxbinding 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 maximum grant of the Partner for the period covered by this Agreement is estimated at **[XX]** EUR. The partner’s detailed budget is described in the annexes to the Agreement (**Annex x**).

**Article 6/Payment Arrangements**

1. The **Coordinator** commits themselves to carrying out payments relating to the subject matter of this Agreement to the Partner according to the achievement of the tasks and according to the following schedule *(Note: Edit/Delete as appropriate)*:

1st payment: ….. % of the grant upon signing of the internal agreement and after

 the **National Agency** releases the first pre-financing payment to

the **Coordinator;**

2nd payment: …. % of the grant upon completion of agreed tasks/deliverables in the

 work programme of the first … months of the project and after the

 **Coordinator** receives and approves the **Partner's** internal reporting

and all supporting documents for the period of ……; The Coordinator

 reserves the right to withhold this second advance if the Partner's

 report to Coordinator is submitted after the deadline mentioned in

 Article 8 of this Agreement, ie ......./......./.......

3rd payment: …. % of the grant upon receipt of supporting documentation and

 completion of agreed tasks/deliverables in the work programme at the

 end of the first project year and after the **National Agency** approves

 the Periodic Report (if applicable) and releases the second pre-

 financing payment to the **Coordinator**.

4th payment: …. % of the grant upon receipt of supporting documentation and

 completion of agreed tasks/deliverables in the work programme of

 the last months of the project and after the **National Agency** approves

 the second Periodic Report (if applicable) and releases the third pre-

 financing payment to the **Coordinator**.

Final payment: up to …. % of the remaining subsidy – the balance based on

 approved costs will be paid once the partner’s contractual duties

have been fully met and all the necessary supporting documentation has been received, and after the **National Agency** approves the final report and releases the balance payment to the **Coordinator**. The Coordinator reserves the right to withhold the balance and demand a refund of the amounts already paid if the report is presented after the deadline mentioned in article 8 of this contract, ie ......./......./.......

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 with Grant Agreement n. 2024-xxxxx).

**Article 7/Bank account**

**[ *(references of the bank account of the Partner into which the funds allocated to the Partner will be paid, as overtly stated in the ORS platform )* ]**

Name of bank: […]

Address of Branch: […]

Account holder: […]

Full account number (including bank codes): […]

IBAN/BIC code: […]

SWIFT: […]

**Article 8/Reporting**

***[ delete as appropriate ]***

1. The Partner shall provide the **Coordinator** with any information and document required for the preparation of the first periodic report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **[*the appropriate date*]** at the latest.
2. The Partner shall provide the **Coordinator** with any information and document required for the preparation of the second periodic report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **[*the appropriate date*]** at the latest.
3. 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 **[*the appropriate date*]** at the latest.

**Article 9/ Monitoring and supervision**

1. The Partner shall provide without delay the Coordinatorwith any information that the latter may request from him concerning the carrying out of the work programme covered by this Agreement.
2. The Partner shall make available to the Coordinatorany document making it possible to check that the aforementioned work programme is being or has been carried out.
3. The obligations described in all Articles and Annexes of the Grant Agreement 2024-xxxxx

apply *mutatis mutandis* to the Coordinator and Partner.

**Article 10/ Liability**

1. The **Coordinator** and partners are jointly responsible for the *technical* implementation of the action. If one of the beneficiaries fails to implement their part of the action, the other beneficiaries must ensure that this part is implemented by someone else (without being entitled to an increase of the maximum grant amount and subject to an amendment; see Article 39 of the Grant agreement 2024-xxxxxxx). The *financial* responsibility of each beneficiary in case of recoveries is governed by Article 22 of the Grant agreement 2024-xxxxxxx.
2. 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.
3. The **Partner** 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 Agreement, to the extent that these damages are not due to the serious or intentional negligence of the National Agency, theBeneficiary or their personnel.

**Article 11/Termination of the Agreement**

1. The **Coordinator** may terminate the Agreement 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 **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this Agreement.

**Article 12/ Jurisdiction clause**

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

**Article 13/ Amendments or additions to the contract**

Amendments to this Agreement shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this contract.

**SIGNATURES**

For the **Partner**, For the **Coordinator**,
[*function*/forename/surname] [forename/surname]

[signature] [signature]

Done at [place], [date] Done at [place], [date]

**Done in two copies in English.**

**Annex 1**

**Detailed budget relating to the activities of the Partner**

(as stated in Annex I of the Grant Agreement)

**Annex 2**

**Description of the Partner's tasks**

**Annex 3**

**Copy of Grant Agreement 2024-xxxxx as concluded between the Coordinator and the National Agency**

**Annex 4**

**Partner’s bank account details (IBAN Certificate)**

1. The **Coordinator** shall be entitled to add other clauses to those indicated here [↑](#footnote-ref-1)