

**Partnership Agreement (“the Agreement”) for the implementation of the Project**  
**“Golden Links - bringing inclusion into multicultural teaching”**  
**Cofounded by the Erasmus + Programme**

Concluded 20<sup>th</sup> November 2017 – Lodz (Poland)

between

*Europejskie Centrum Młodzieży (European Youth Centre)*

Hereinafter referred to as „the Coordinator” with the head office in:

Al. Solidarności 115 lok. 2, 00-140 Warszawa

Represented by Henryka Kazimierzak- the President EYC

And

*Associazione di promozione sociale ASKII BRAINERY per l'educazione permanente*

Via XXIII Marzo 19 - 33100 Udine (UD) - ITALY

Represented by Mariella Ciani

hereinafter referred as “Partner 1”.

And

*Escuela Oficial de Idiomas San Roque*

Complejo Municipal Diego Salinas 2ª planta

11360, San Roque ( Cádiz), Spain

Represented by Marián Díaz López

hereinafter referred as “Partner 2”.

And

*Agrupamento de Escolas de Moure e Ribeira do Neiva*

Rua prof. Amaro Arantes (Lugar da Ribeira)

4730-303 Moure, Vila Verde, Portugal

Represented by Armando Machado

hereinafter referred as “Partner 3”.

The Partners 1,2,3 hereinafter referred to as “Partners”

## **§ 1.**

### **Subject of the Agreement**

1. A Partnership for the Project «Golden Links - bringing inclusion into multicultural society», implemented within the framework of the EU funds, the Programme Erasmus + hereinafter referred to as the "Project".
2. Parties of the Agreement certify unanimously that indicated in paragraph. 1 Partnership was formed to implement the Project. The description of the application for funding the Project hereinafter referred to as application.
3. The Agreement defines particularly the principles of the Partnership, the principles of the cooperation between the Coordinator and the Partners and cooperation between the Partners in the implementation of the Project.
4. The implementation period of the Project is accordant to the period indicated in the application and it is related to the implementation of the tasks within the Project.

## **§ 2.**

### **Responsibility of the Partners**

The parties of the Agreement are responsible for the proper implementation of the Agreement in assigned tasks, but it is the Coordinator who has full responsibility for the proper implementation of the Project, including the correctness of financial settlements, even when the Coordinator gives to the Partners an appropriate part of the grant to cover its expenses.

## **§ 3.**

### **Responsibility of the Coordinator**

1. Parties of the Agreement certify unanimously that European Youth Centre acts as the Coordinator responsible in particular for:
  - 1) representing the Partners before the National Agency of the Erasmus + Programme,
  - 2) coordinating (including monitoring and supervision) the activities of Partners in the implementation of the tasks included in the Project;
  - 3) collecting information about participants of the Project and transferring that information to the National Agency;
  - 4) coordinating the actions of the Partnerships for information dissemination about the Partnership and its purposes;
2. The Coordinator may, without the prior consent of the Partner/ other Partners in the form of communication accepted in Partnership, accept or propose amendments of the scope of the Project or the conditions of its implementation, unless the parties agree otherwise.

#### **§ 4.**

##### **The scope and form of participation of the Partners in the Project**

1. Parties act as Project Partners. That means that all Partners participate in the Project, they are responsible for the implementation of one or more of the tasks specified in the Project. Partners are also required to achieve the declared indicators and results specified in the application.
2. Partners shall accomplish independently the agreed tasks.
3. Amendments to the distribution of tasks and the way of the implementation of tasks entrusted to the Partner, requires Partner's consent, expressed in writing.

#### **§ 5.**

##### **Responsibilities of the Partners**

1. Parties are required, in particular, to:
  - 1) participate actively and cooperate in the Partnership's activities aimed at implementing the Project;
  - 2) inform the Coordinator in order to obtain an approval on the planned changes in the tasks of Partner implemented within the Project and inform immediately the other Partners about the obstacles in the implementation of tasks;
  - 3) give on the Coordinator's demand information and explanations regarding to the tasks carried out within the Project, at the time and a form that allows the Coordinator to discharge his responsibilities to the National Agency;
  - 4) incur expenses for the implementation of tasks within the Project under the terms of the Agreement with the National Agency;
  - 5) allow an inspection regarding to proper execution of tasks in the Project; the inspection can be done by the Coordinator, National Agency or another authorized inspection entities and may include:
    - a) providing an access to the documents related to the Project, including accounting documents related to the activities done directly by the parties of the Agreement or contractors, and documents not directly related to the Project, if it is necessary to establish the eligibility of expenses within the Project, as well as ensure access to equipment, materials, facilities, place of the implementation of the Project, ICT systems related to the Project and equipment purchased within the Project,
    - b) allowing authorized entities to carry out inspections, including access to their head offices and place of the implementation of the tasks done directly by the parties to the Agreement or contractors, providing information and explanations to the entity carrying out the inspection,
    - c) cooperating with the Coordinator when taking corrective action or the indication of the use of recommendations coming from the post-control information issued by the Managing Authority or other authorized inspection entities;
  - 6) estimate the value of orders within the Project, consult it with the Coordinator, who plans with due diligence number of services, supplies of the same type for the entire period of the

implementation of the Project. Then, each of the Partners can independently put an order within the Project in the procedure appropriate for the total value of orders of the same type.

7) conclude with the Coordinator, at his request, a separate agreement for the transfer of author's economic rights produced within the Project, while granting licenses for Partners for the use of the abovementioned works.

## **§ 6.**

### **Internal organization of the Partnership**

1. Information about the management group of the Partnership, frequency of the meetings: each Partner is responsible for the assignment of the leaders to represent him at the appointed / scheduled meetings / webinars. Such a person should communicate fluently in English. It is agreed that the Partners at least once a month, will carry out the meeting. The date of the meeting will be appointed at least four weeks in advance. Each of the Partners will check on a regular basis his mailbox, at least every 7 days, and in the event of continued absence of /m.in. vacation, illness / she or he will assign a person responsible on behalf of his organization.
2. Decision-making within the Partnership will be conducted by consensus and vote.
3. Way of documenting meetings and decisions will be conducted by minute meetings by appointing the secretary of the meetings, decisions will be taken primarily on the basis of consensus, and in case of doubt by majority of votes.
4. Way of evaluation of the implementation of the Project will be conducted through continuous evaluations of Partners' actions. Periodic evaluation should be made on each joint meeting of the Project Partners, but not less frequently than every 6 months during the Project.
5. Communication system in the Partnership will be conducted by: e-mail, phone, meetings, Skype.
6. The Parties are obliged to ensure equal opportunities, including gender equality and employment of people with disabilities within the framework of the Partnership.

## **§7**

### **Financial issues**

1. The financial resources provided by the Coordinator to the Partners are the co-financing of expenditure incurred by the Partners in the execution of the tasks specified in this contract, and not the provision of services to the Coordinator.
2. Partners cannot allocate funds referred to in paragraph. 1 for purposes other than those related to the Project, in particular on the temporary financing of its core, non-project activities.
3. The Parties undertake to make their own contribution at the moment of exhaustion of the installments paid by the National Agency jointly and severally. In the time of payment of the last installment by the National Agency ie. acceptance by the National Agency and the final payment of the last tranche of the NA to the Coordinator, Coordinator returns their contribution to the project Partners. In case of failure of own contribution to the amount specified by a Partner or the Coordinator of the Project, all participants of the contract, who paid a contribution of their own, can expect a reasonable claim in law.
4. The Coordinator shall provide the Partners with the financial resources to finance the tasks in the form of reimbursement of expenses incurred after the mobility.

5. The Parties agree on the following conditions for a subsequent tranches:
- 1) submission of information about all participants in the task / tasks carried out by the Partner;
  - 2) approval of the partial application for payment referred to in paragraph 1, by the Coordinator, after prior verification of the legitimacy, rationality and compatibility with the current project budget expenditure submitted for settlement by the Partners;
  - 3) the availability of funds in a separate bank account of the Coordinator.
6. In the case of incorrect spending by the Partner, funds shall be recovered with interest in the amount specified as for tax arrears calculated from the date of transfer of funds.
7. Partners undertake to settle the total funding received from the Coordinator. In the case of failure of the settle of the grants received, it shall be refunded to the bank account of the Coordinator within 14 days from the date of completion of the Project.

## **§8**

### **Data storage by Partners**

1. Transmission electronic documents by the Partners does not relieve the obligation of the Partners to keep the original documents and make them available during the inspection.

## **§9**

### **Liability of the Parties**

1. Parties to the Agreement are solely responsible for all activities related to the implementation of the adopted task / tasks to third parties, including liability for losses incurred by it in connection with the implementation of tasks / duties or in connection with the withdrawal of the Parties to the Agreement.

## **§10**

### **Changes in the contract**

1. The Parties may propose amendments to the Agreement, excluding paragraphs 2 - 4.
2. Changes in the contract, including the annexes to the Agreement, can take place only after prior approval by all Partners.
3. Changes in the contract that would require changes in the Agreement on financing the Project, including the annexes to the Agreement for financing the Project, can be made only in time for the Coordinator to keep with the timing of the changes specified in the Agreement on financing the Project and require acceptance by all Partners.
4. The changes referred to in point 3, cannot be inconsistent with the provisions of the grant agreement.

## **§11**

### **Termination of the Agreement**

1. The Agreement may be terminated prior to the date specified in the grant agreement in the following cases:

- 1) on the basis of Agreement between the Parties;
- 2) in the case of circumstances preventing further performance of obligations under the contract;
- 3) in case of failure to obtain project financing;
- 4) In the event of termination of the financing of the Project;

## **§12**

### **Proceedings in case of disputes**

1. Any disputes that may arise in connection with the Agreement, the Parties shall endeavor to resolve amicably.
2. In the event of inability to settle the dispute in the manner specified in point 1, the Parties agree that the dispute shall be submitted for resolution by an appropriate judicial authority.

## **§13**

### **Proceedings in cases not covered by this Agreement**

1. In matters not covered by the Agreement, the relevant provisions of national and EU law will apply.

## **§14**

### **Final provisions**

Done in 5 identical copies, one for each of the Partners and two for the Coordinator, one of which will be submitted to the National Agency for Erasmus + Programme, should this be necessary.

