**EXAMPLE OF PROVISIONS**

**IN TEMPUS PARTNERSHIP AGREEMENT**

***This document gather examples of provisions / articles implemented in Tempus project Partnership Agreements. They were kindly provided by several Tempus coordinators.***

***This document does not reflect any official position / recommendation. The Executive Agency cannot be held responsible for any use may be made of the information contained herein.***

***Please note that a Partnership Agreement is a commitment complementary to the Grant Agreement and the mandates signed between the coordinator and each beneficiary.***

*Project Title*

Number of the Grant Agreement

between

Name and address of the coordinator

represented by (legal representative)

being the position,

hereinafter referred to as acronym of the coordinator;

and

name and address of the partner

represented by (legal representative)

being the position ,

hereinafter referred to as acronym of the partner

**1. Subject of the Partnership Agreement**

*Example:*

The subject of this Partnership Agreement is to define the organisation of the partnership by regulating the rights and obligations of the coordinator and the partner in order to successfully implement the Tempus project.

The respective Grant Agreement (AGREEMENT NUMBER - xxxxxxxxxxxx), signed between the coordinator (official name) and the Education, Audiovisual and Culture Executive Agency on (date) are integral parts of this contract (see the list of annexes), and takes precedence over it. In more detail, all terms and conditions, articles, annexes and guidelines stated in the Grant Agreement for this project are part of this contract. The coordinator and the partner shall be bound to this contract and the Grant Agreement for this project. This includes any further amendments to the Grant Agreement which are approved by the Executive Agency.

On the basis of the present contract, the coordinator and the partner shall contribute to the achievement of the requirements of the Grant Agreement together with the other parties (co-beneficiaries) performing project actions in accordance with the terms and conditions as stated in the present contract. The parties to the present contract shall carry out the work in accordance with the timetable using their best efforts to achieve the results specified therein. They shall carry out all of their responsibilities under the present contract in accordance with recognised professional standards.

**2. Duration of the Agreement**

*Example:*

This Agreement shall come into force on the day when it has been signed by all parties, but shall have retroactive effect from the start of the eligibility period. It shall remain in force until the coordinator has discharged in full its obligations arising from the Tempus Grant Agreement with the Executive Agency.

**3. Payment of funds and modalities**

*Examples:*

a) The Project Coordinator will transfer the funds to the partner’s account for eligible activities that fully comply with the Workplan only, in accordance with the Grant Agreement and project performance.

The grant received by the partner has to be strictly and solely dedicated to the project funding in accordance with the guidelines and regulations of the Grant Agreement.

The funds to be paid to the partner shall be paid into the following institutional bank account:

|  |  |
| --- | --- |
| Name and Address of the Account Holder: | ……………… |
| Name of Bank: | ……………… |
| Address of Bank: | ……………… |
| IBAN - International Bank or Account Number: | ……………… |
| Bank or Swift Code: | ……………… |

The partner is obliged to use the given funds exclusively for the purposes defined by the Project, and in accordance with terms and provisions of this Agreement and the Grant Agreement.

b) In the following table the planned partner budget is given according to the categories of project expenses, and is expressed in Euros, in accordance with the Grant Agreement:

|  |  |
| --- | --- |
| Costs | Amount in EUR |
|  |  |
| Staff cost |  |
| Travel cost |  |
| Cost of stay |  |
| Equipment cost |  |
| Printing and publishing |  |
| Other costs |  |
| Total direct eligible costs |  |
| Indirect costs |  |
| Total eligible costs |  |
| Total EU contribution |  |
| Total Partner contribution (co-financing) |  |
| In Total |  |

These expenses should be eligible costs in line with the provisions of the Grant Agreement.

At the end of the project, the spent amounts may be lower than the ones initially planned, in case the real expenses are less than expected ones. They shall under no circumstances exceed the stated expenses.

The final amount paid to the partner by the coordinator will be defined only once the total Tempus grant has been confirmed by the Executive Agency (according to art. II.17 of the Grant Agreement) after the end of the project.

c) The coordinator shall pay the partner for work completed satisfactorily according to the description and schedule of this work. Payment to the partner shall be made according to the following planned schedule:

* First instalment of pre-financing: The coordinator will transfer x% of the partner’s total direct costs budget, after the signing of the present contract, provided that the coordinator has received the pre-financing from the Executive Agency and bank details are correctly provided by the partner.
* Second instalment of pre-financing: The coordinator will transfer x% of partner’s direct costs budget, provided that the partner provides eligible and full supporting documentation on project expenditure of at least 70% of the first instalment.
* Possible third instalment of pre-financing.
* Balance payment: All outstanding payments to cover actual eligible expenditures that have not been received in previous instalments (see above), taking into account the co-financing share, will be paid to the partner within 30 days after the coordinator receives the final payment from the Executive Agency, on condition that the partner has provided the requested eligible supporting documentation and submitted the financial table to the coordinator within the foreseen deadline. In case that actual eligible expenditure is lower than previously received instalments and parts of the funds have not been consumed until the end of the project, these funds are to be reimbursed to the coordinator at the end of the project.
* Only expenditure in accordance with the project, declared eligible by EACEA and for which supporting documents have been provided, will be financed.

**4. Irregularities and repayment of funds**

*Example:*

If the Executive Agency should – based on the provisions of the Grant Agreement – request the repayment of EU contribution from the coordinator, the coordinator shall ask the partner that has caused the irregularity resulting in repayment of the EU contribution unduly paid according to the request of the Executive Agency.

The partner affected has to repay the requested EU contribution together with the interests chargeable to the coordinator.

The partner affected has to respect the deadline given by the Executive Agency to the coordinator for the repayment of EU contribution. The partner has to transfer the requested EU contribution together with the interests chargeable to the coordinator 30 (thirty) days before the abovementioned deadline.

**5. Management of project and consortium decision making modalities**

*Examples:*

a) For the management of the Action the following groups will be set up:

* a Steering Committee / Project Management Committee to control the administrative and methodological aspects of the Action, monitor and evaluate the phases of the Action in terms of declared objectives and correspondence with the workplan, intervene for the resolution of any possible incoming problems.
* Working groups with specific role and tasks.
* An Evaluation Working Group in charge of the quality control and monitoring.

*(For each group the composition, operational procedures and specific role in the project should be defined)*

b) In case the consortium sets up a Steering Committee, the following rules shall apply:

* Composition: Contact person, defined in Application Form, of each partner shall be member of the Steering Committee (SC), with a proper mandate to negotiate on behalf of his/her institution. The participants may temporarily appoint a deputy to the SC.
* Meetings: the Chairman of each meeting shall be the SC member coming from the host participant. The Chairman and Project Coordinator will jointly prepare in advance the agenda of the meeting, which will be reviewed by the other members and released and circulated by the Chairman.   
  Members and/or deputy members will attend the meeting.   
  The Chairman will take minutes of the meeting and send the minutes for comments to the SC members within 15 working days; if no objections are raised within 10 working days, the minutes shall be considered as approved.

Decision Making: at each SC meeting, no less than two-thirds of the members shall constitute a quorum. Decision-making will be by qualified majority (greater than 66%) among the present members (one vote per member).

In case that the coordinator has profound objections concerning the compliance of a taken decision with the Grant Agreement or the legal basis of the TEMPUS programme, the decision shall be frozen until the coordinator, will have clarified the matter with the Executive Agency. In case that no compliance should be asserted the decision will be cancelled.