**6. Specific obligations of the coordinator**

*Example:*

The coordinator shall take all the steps needed to correctly manage the project in accordance with the Application Form submitted to the Executive Agency and the Grant Agreement.

In addition the coordinator shall:

* provide the copy of the Grant Agreement for the partner;
* keep the partner informed on a regular basis about all relevant communication between the coordinator and the Executive Agency;
* inform the partner about all essential issues connected to the project implementation without any delay;
* be responsible for the verification that the expenditure declared by the partner has been incurred only for the purpose of implementing the project and corresponds to the activities agreed between the partners in the frame of the submitted Application Form;
* submit Intermediate Report and Final Report to the Executive Agency for the deadline given in the Grant Agreement and its annexes;
* Provide an external audit report together with the Final Report at the end of the project (if the Tempus grant is equal or greater than Euro 750,000);
* transfer funds to the partner in two (or more) instalments: as pre-financing for planned on-going activities of partner for half-time period of those activities, or as payment of invoices and/or other supporting documents requested in Annex IV of the Grant Agreement.

**7. Specific obligations of the partner**

*Example:*

The partner shall respect all rules and obligations set forth in the Grant Agreement.

In addition the partner shall:

* commit themselves to do everything in their power to carry out the activities as specified in the workplan and foster the implementation of the project;
* provide the staff, facilities, equipment and material necessary to perform the project activities;
* support the coordinator to fulfil its tasks according to the Grant Agreement;
* ensure adequate communication with the coordinator;
* ensure that interaction with other partners takes place in continuous and smooth way;
* provide the coordinator without any delay with any information needed to draw up the Intermediate Report and the Final Report, to react on any request by the Executive Agency, or provide with any further information needed by the coordinator;
* inform the coordinator immediately about any delay in the performance of the activates or any circumstance that could lead to a temporary or final discontinuation of the project;
* inform the coordinator about any change in personnel, tasks or procedures of its project team;
* maintain either a separate accounting system or an adequate accounting code for all transactions relating to the project;
* inform the coordinator on the details of the bank account where the part of the Executive Agency contribution shall be transferred by coordinator;
* complete the activities foreseen for each reporting period of the project implementation;
* have the expenditures incurred and paid in the given reporting period defined in Article X of this Agreement and submit the supporting documents on validation of expenditure to the coordinator every X months. The expenditure of the partner not covered by supporting documents on validation of expenditure in the given reporting period can be requested only for the next reporting deadline following to the reporting period concerned;
* comply with Tempus and national rules, including rules on public procurement, state aid, publicity and equal opportunities;
* be responsible for the sound financial management of the funds allocated to the project part;
* agree with the partners of the project before submission of any request for amendment of the Grant Agreement to the Executive Agency.

**8. Obligations of the coordinator and the partners**

*Example:*

* The partner is directly and exclusively responsible towards the coordinator for the due implementation of its respective contribution to the project and for the proper fulfilment of its obligations as set out in this Agreement. Should a partner not fulfil its obligations under this contract in due time, the coordinator shall admonish him to fulfil them within a reasonable period of time. The partner will undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the coordinator may decide to debar the partner concerned from the project with approval of the other partners. The Executive Agency shall be promptly informed of such an intended decision by the coordinator and the change in the partnership has to be approved by the Executive Agency according to the provisions of the Grant Agreement.
* The partner shall take the financial responsibility for the EC contribution and the related own contribution for the project.
* In case of irregularities the coordinator bears the overall responsibility towards the Executive Agency for the repayment of the amounts unduly paid. By way of the derogation from this principle if the irregularity is committed by a partner, the concerned partner shall repay to the coordinator the amounts unduly paid.

**9. Accounting, Record Keeping and Reporting**

*Examples:*

a) Original invoices, debit notes, receipts, bank statements for every item of expense have to be thoroughly documented and kept by the institution and can only be financed by project funding if they are in compliance with eligibility of expenditure.

The partner is fully responsible for the correct delivery of the declaration of expenses and the appropriate application of accounting system. In more detail, the partner shall comply with the following:

* to accept the liability for the adequate and orderly accounting of this project according to the rules and regulations of the Grant Agreement for this project.
* to 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 contract, for which the partner is responsible. Any costs which would be assessed as ineligible by the Executive Agency within their final report assessment need to be reimbursed by the partner to the coordinator who confirms to forward the ineligible amount to the Executive Agency.
* To make available any documentation on project finance and activities required by the Executive Agency
* To keep a record of any expenditure incurred under the project and all proofs and related documents for five years after the end of the period covered by the present contract.

b) The coordinator will provide **the partner** with the appropriate forms for the declaration of expenses and the respective instructions for their completion.

Only the coordinator can submit technical implementation reports and financial statements to the Executive Agency by providing proof of progress of the project. Therefore, in order to provide adequate information on the progress of the project, the partner has to submit a Report to the coordinator consisting of an activity report describing the activities carried out and their outputs and results during the reporting period, and a financial report presenting the costs incurred in accordance with the approved Application Form. Deadlines for Partner Reports are the following:

The partner has to respect the reporting deadlines of the Grant Agreement, and submit their Partner Report and supporting documents on validation of expenditure to the coordinator in due time as requested by the coordinator, until 10 (ten) working days. Partner Reports and supporting documents on validation of expenditure not submitted to the coordinator within the set deadline will not be included in the progress report of the coordinator to be submitted to the Executive Agency. The coordinator may reject any item of expenditure which cannot be justified under the project and are not in line with the rules set out in the Grant Agreement and the Guidelines for the Use of the Grant.

c) The Partner Reports should be drawn up in Euro. In case partner from countries which have not adopted the Euro as their currency are participating in the project, the partner shall convert into Euro the amounts of expenditure in the list of invoices incurred in national currency before submission for validation. The expenditures shall be converted into Euro using the accounting exchange rate established by the Commission, of the month in which the transfers from the Executive Agency are received in the coordinator account (see question n. 90 of the FAQ document).

Practically this means that:

* From the start of the eligibility period until the date that the second pre-financing is received, the rate of the month in which the first pre-financing was received should be applied
* From the date that the second pre-financing is received until the end of the eligibility period, the rate of the month in which the second pre-financing was received should be applied.

Exchange rate can be found on the Internet: (<http://ec.europa.eu/budget/inforeuro/index.cfm?Language=en>).