**10. Intellectual property**

*Example:*

The cooperation under this project is regarded as a strategic partnership. Beneficiaries make in-kind contributions and offer their intellectual know-how to get a collective product. Copyrights will be respected as follows:

* Material already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights have to be strictly safeguarded, permission for reproduction and scale of reproduction have to be settled beforehand.
* Where beneficiaries develop material within the scope of the project this material will be available for the partnership as a means within the common goals set in the partnership.
* Collective products in tangible form, like manuals, CD-ROMs, online data as the authorised result of this project work may be disseminated and translated into the respective beneficiary’s official language(s) for free as long as they are not marketed for profit. Throughout the contractual period of the project the partnership is the proprietor of the product.

**11. Audits**

*Example:*

For audit purposes the partner shall:

* keep at the Commission’s disposal all original documents, especially accounting and tax records, or in exceptional and dully justified cases, certified copies of original documents relating to the Grant Agreement for a period of 5 years from the date of payment of the balance specified in Article I.4 of the Grant Agreement;
* enable the responsible auditing bodies of the coordinator and any other outside body authorized by the Executive Agency to audit of the use made of the grant;
* give these authorities any information about the project they request;
* give them access to the accounting books and accounting documents and other documentation related to the project, whereby the auditing bodies decide on this relation. Such audits may be carried out throughout the period of implementation of the Grant Agreement until the balance is paid and for a period of 5 years from the date of payment of balance;
* give them access to their sites and business premises during the ordinary business hours and also beyond these hours by arrangement;
* provide the coordinator with any information needed related to such an audit without any delay.

**12. Information and Publicity**

*Example:*

Any publicity measure undertaken by any of the partners must follow the rules applicable to the visibility of EC education and culture programmes, and be in accordance to Article II.5 of the Grant Agreement.

Information and publicity measures will be coordinated among the partners. The partner is equally responsible to promote the fact that financing is provided from the European Union funds in the framework of the TEMPUS Programme and to ensure the adequate publicity of the project.

The partner takes note of the fact that the results of the project as well as any study or analysis produced in the course of the project will be made available to the public and they agree that the results of the project shall be available for all partners and for the public free of charge.

**13. Changes in the Project Partnership**

*Example:*

Being aware of the fact that all changes in the partnership must be notified and requires prior approval by the -Executive Agency. The following requirements are necessary for the different modifications of project partnership:

* Addition of a project partner requires endorsement from the new member (signed by the legal representative), acceptance letters from all other partners (signed by the contact persons) and a mandate signed between the coordinator and the new partner. These will be forwarded by the coordinator with the request;
* Withdrawal of a Project Partner requires written explanation from the coordinator and a withdrawing Project Partner, signed by the legal representative. Where the minimum partnership requirements are no longer fulfilled the Executive Agency reserves the right to decide on the continuation of the Grant Agreement;
* Changes of contact person for the partner require written confirmation signed by the new contact person and by the legal representative of partner and by the former contact person.
* In case a partner withdraws from the project or is debarred from it the remaining partners will undertake to find a rapid and efficient solution to ensure the further proper project implementation without any delay. Consequently, the project partners will endeavour to cover the contribution of the withdrawing project partner, either by assuming its tasks by one or more of the present project partners or by asking one or more new participants to join the project partnership, regarding the respective programme provisions.
* The provisions set for audits in Article 8 remain applicable to the partner that backed out of the project or was debarred from the project.

**14. Language**

*Example:*

The working language of the partnership shall be English. Any official internal document of the operation shall be made available in the language of the Grant Agreement, i.e. in English.

**15. Conflict resolution**

*Examples:*

Conflict resolution will be defined and formalised at the first kick off meeting of the consortium.

**16. Competent and applicable law**

*Examples:*

a) This Agreement is governed by the ......law, being the law of the country of the coordinator.

b) This Partnership Agreement is concluded in English. In case of a translation of this Agreement and its annexes into another language than English, the English version shall prevail.

c) The parties will make an effort to settle any disputes arising from this Agreement out of the court. In case an agreement cannot be made in due time, the parties herewith agree that ............, shall be the venue for all legal disputes arising from this contract.

d) In case of any dispute on matters under this Contract, which cannot be resolved by an amicable settlement, it will fall within the jurisdiction of the Courts of city to resolve the dispute under the COUNTRY law.