

*Partnership Agreement for the implementation of the
PROJECT 2023-1-RO01-KA151-YOU-000141994*

*Within the framework of ERASMUS+ Accreditation for mobilities in the field of youth,
Accreditation 2022-1-RO01-KA150-YOU-000107957*

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The present Partnership Agreement, hereinafter referred to as “the Agreement”, is made and entered into by and between,

A.R.T. Fusion Association

Address: George Valsan Street, no 10, bl 108, ap 6, sector 6, Bucuresti, Romania

LEGAL REPRESENTATIVE: Andreea Georgiana Oglagea

Hereinafter mentioned as “COORDINATOR”.

and the following partner:

XXXXXX

Address:

Represented by:

Hereinafter mentioned as “the partner”

Contact person appointed by the partners

Any important project-related communication between the parties shall be done in writing and addressed to the appointed project responsible of each partner, as per the details below:

For the coordinator: A.R.T. Fusion Association

Victoria Carasava

[email address: victoria@artfusion.ro]

[email address: office@artfusion.ro]

For the partner:

Name and surname

[email address:

Article 1

Subject of the Partnership Agreement

1.1 This Agreement defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out to successfully implement the project 2023-1-RO01-KA151-YOU-000141994 within the framework of the ERASMUS+ Accreditation for learning mobilities in the field of youth, Accreditation 2022-1-RO01-KA150-YOU-000107957

1.2 The project summary can be found in the **Annex I**.

1.3 The coordinator and the partners undertake to do everything in their power to carry out the work programme forming the subject of this Agreement, related to the above-mentioned project.

1.4 The coordinator and the partner shall be bound by the terms and conditions of this partnership.

Article 2

Duration

2.1 This Agreement shall enter into force on the date the last party signs.

2.2 The period of eligibility of the activities and the costs shall be following the dispositions of the Grant Agreement or any subsequent amendments of it.

2.3 The present Agreement shall remain in force until the coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the National Agency for Community Programs in the Field of Education and Vocational Training (hereinafter mentioned as “NA”).

Article 3

Obligations and responsibilities

3.1 General obligations and role of the partners (including the coordinator).

The partners:

- (a) are jointly responsible for carrying out the activities attributed to them, working to the best of their abilities to achieve the defined results and taking full responsibility for their work by accepted professional principles;
- (b) shall provide staff, facilities, equipment and materials to the extent needed for executing the preparation activities of the participants and for the dissemination activities.

3.2 Specific obligations and role of the coordinator.

The coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the project by the Grant Agreement;
- (b) be the intermediary for all communication between the partners and the NA, and inform the partners of any relevant communication exchanged with the NA;
- (c) inform the partners of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (d) manage and verify the appropriate spending of the funds by the dispositions of the Grant Agreement and this Agreement;
- (e) comply with all reporting requirements *vis-à-vis* the NA;
- (f) provide one copy of this Agreement duly signed by each partner to the NA upon their request and/or upon regular checking and verification procedures.

3.3 Specific obligations and role of each partner

Each partner undertakes to:

- (a) ensure adequate communication with the coordinator and with the other partners;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement;
- (c) submit in due time to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;
- (e) notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, deviations from the work plan etc.);
- (f) inform the coordinator of any change in its legal, organisational or ownership situation and of any change in its name, address or legal representative;
- (g) promote the call among their members and affiliates that match the profile of the participants mentioned in Annex 1;
- (h) ensure the process of selection will be made in a transparent manner giving equal chances to all by using online public tools used usually by each partner to communicate with their members (paid or not paid) – announcing the project, the call, the criteria, the timeline for expression of interest, the way the selection will be done, by whom and making public the results of selections, etc.;
- (i) gather all the information related to participants' needs and interests towards the training course and deliver that information to the coordinator to ensure the quality of the training course fits with the needs and interests of the participants as well;
- (j) ensure the participants will be part of the follow-up project activities and disseminate the conclusions in the local community;

(k) provide input to the evaluation processes initiated by the coordinator during the Agreement Duration;

3.4 Specific responsibilities of the participants representing the partners can be found in Annex I.

Article 4

Travel, visa, insurance

4.1 The coordinator shall be responsible for providing all the required information and guidance for facilitating the participants' travel arrangements.

4.2 The partners shall be responsible for supporting the participants in arranging their travel arrangements.

4.3 The partners along with the coordinator shall make sure that the rules for reimbursement (mentioned in Article 5) are properly understood and followed by the participants.

4.4 For the participants with financial difficulties the coordinator or the sending partner (depending on each case) will advance the payments for their travel arrangements

4.5 All the participants are recommended to have a European Health Card or Health/Travel insurance for the whole duration of the mobility.

4.6 The partners shall be responsible for ensuring that their participants are legal residents of the country they represent.

4.7 In case a participant needs a visa to enter Romania, the coordinator and the sending partner have to provide support in the process.

Article 5

Reimbursement arrangements

5.1 The coordinator will transfer the travel expenses of the participants to the respective paying party (the participant or the organisation, case by case).

5.2 The transfer will be implemented by the following timetable and procedure:

a) Within 30 days after the training, the coordinator will reimburse the travel expenses based on the expenses mentioned in the travel documents submitted to the coordinators.

b) The reimbursement of a participant's travel cost will be conditioned by the completion of the following aspects:

- attending all the sessions from the training course (except for any urgent personal or medical issues that may appear on the spot)

- filling and submitting the individual report on the mobility tool website

- submitting evidence of sharing their learning experiences with their colleagues and/or beneficiaries (online or in real-life events)

- providing financial legal documents for all their expenses (which will indicate the amounts spent) and if needed, sending the original by post to the organisation office

5.3 The travel cost amount reimbursed will be calculated based on the real cost ensured and up to the maximum allocated budget based on the distance of travel (see Annex 1).

5.4 The exchange rate, if needed, will be based on the InfoEuro rate for the month of the payment.

Article 6 Dissemination

6.1 The partners shall contribute to the dissemination activity by promoting the results of the training course on their online platforms and by supporting the participants in organising their dissemination activities.

Article 7 Promotion and visibility

7.1 The coordinator and the partners shall ensure adequate promotion of the project and commit to playing an active role in any actions organised to capitalise on, exploit/disseminate the results of the project.

7.3 Any notice or publication by the project, including at a conference or a seminar, must specify that the project is being financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules of the Grant Agreement.

Article 8 Reporting

8.1 The coordinator is responsible for submitting in due time to the NA all reports and financial statements as required in the Grant Agreement.

8.2 The partners commit to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.

8.3 If necessary, the coordinator shall provide the partners with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion.

8.4 The partners shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for 5 years after the payment of the final balance under the Grant Agreement.

8.5 The coordinator may reject any item which cannot be justified by the rules set out by the NA in the Grant Agreement and the Guidelines for the Use of the Grant.

Article 9 Confidentiality and data protection

9.1 The coordinator and the partners undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

9.2 All personal data included in the agreement must be processed by the coordinator and NA by Regulation (EU) 2018/1725. This data shall be processed by the COORDINATOR and NA only to implement, manage and monitor the agreement or for the protection of the EU's financial interests, including controls, audits and investigations.

Beneficiaries have the right to access, rectify or delete their data, as well as to restrict access to such data or, where appropriate, the right to data portability or the right to object to the processing of data, by Regulation (EU) 2018/1725. To this end, he must send any questions regarding the processing of his data to the COORDINATOR.

Beneficiaries have the right to notify the European Data Protection Supervisor at any time.

Article 10

Ownership and property rights

10.1 The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the coordinator and the partners.

Article 11

Liability

11.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its participants as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its participants.

Article 12

Conflict of interest

12.1 The coordinator and partners must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

12.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the coordinator without delay, and the partners in cause shall undertake to take all necessary measures to rectify this situation at once.

Article 13

Working languages

13.1 The working language of the partnership shall be English.

13.2 Both parties commit to allocating the project staff and participants with enough knowledge of the working language, allowing smooth communication and understanding of the matters discussed.

Article 14

Disputes

14.1 In case of conflict between the project partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.

14.2 Disputes should be addressed in writing to the project coordinator, who will try to mediate to resolve the conflict.

Article 15

Termination of the Agreement

15.1 If any of the partners fail to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate their participation in the project, upon formal written authorization of NA.

15.2 The coordinator shall notify the partners of the cause by registered letter. The beneficiary has one month to supply all relevant information to appeal the decision.

Article 16

Force Majeure

16.1 If either party faces a case of *force majeure*, it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

16.2 Neither of the parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to *force majeure*. The parties shall take all necessary measures to minimize possible damage to successful project implementation.

Article 17 Amendments

17.1 Any amendments to this Agreement must be made in writing using a Supplementary Agreement, and become effective when signed by the authorised legal representatives of both parties. No oral agreement may bind the parties to this effect.

17.2 The amendment may not have the purpose or the effect of making changes which might call into question the dispositions of the Grant Agreement.

Article 18 Annexes

Annex I – Project summary, profile of participant and their responsibilities, travel budgets and other expenses,

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the Annexes thereto.

For the Coordinator

Andreea Georgiana Oglagea

Signature and stamp
Done in Bucharest, Romania

Date 02.02.2024

For the PARTNERS

Legal representative/Person responsible
for the project

Signature and stamp
Done in [City name]

Date [DD/MM/YYYY]