



Education, Audiovisual and Culture Executive Agency



The following document aims to assist Erasmus+ users by building projects in the field of Higher Education in preparing their Partnership Agreements. The examples of provisions / articles provided do not reflect any official position / interpretation. The Executive Agency cannot be held responsible for any use that may be made of the information contained herein.

Please note that a Partnership Agreement is a contractual document submitted to the Grant Agreement signed with the Executive Agency and to the mandate signed by each beneficiary.

As mentioned under Article 1103 of the Grant Agreement, the beneficiaries are required to lay down the detailed provisions for the implementation of the project. These provisions shall be formalised in a Partnership Agreement to be signed by all coordinating institutions and the beneficiaries. A copy of the Partnership Agreement(s) must be provided to the Executive Agency within the deadline.

Erasmus+ Programme

Capacity-Building projects in the field of Higher Education

(E+CBHE)

The Partnership Agreement can either be a separate document signed by the coordinator and all the other beneficiary organisations or included in the Grant Agreement signed between the coordinator and each beneficiary organisation) and should be drafted in the working language(s) of the Partnership.

Provisions of the Partnership Agreement(s) may be differentiated according to the special needs/requirements of each beneficiary organisation within the Partnership.

Partnership Agreement

The objective of the Partnership Agreement is to ensure that:

- the provisions for project implementation and for interactions between beneficiaries are clearly defined and communicated to all partners;
- the relevant authorities of the participating organisations agree on its implementation aspects from an academic, administrative, legal and financial point of view;
- potential disputes/misunderstandings between participating organisations are avoided and/or resolved through the dispositions contained in the Partnership Agreement.

In particular, the Partnership Agreement should provide a transparent description of:

- beneficiaries' rights and obligations within the framework of the project and the Grant Agreement;
- beneficiaries' role and responsibilities in carrying out the work programme;
- management and governance modalities;
- financial arrangements and related rules, in particular for what concerns:
 - the budget structure (co-financing, breakdown of budget per activity and beneficiary, modalities of transfer of funds, etc.);
 - remuneration policy for staff;
 - payment modalities (advance payment for travel and costs of stay, etc.);
- reporting mechanisms;
- conflict management mechanisms in case of problems or tasks/activities not properly implemented;
- communication strategy (project website, promotional material and its dissemination, dissemination and exploitation plan);
- sustainability strategy;
- any other relevant topic for the efficient implementation of the project;

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Article 18
Force Majeure

18.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

18.2 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 minimise possible damage to successful project implementation.

Article 19
Amendments

19.1 Any amendments to this Agreement must be made in writing by means of 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.

19.2 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 20
Annexes

Annex II - Remuneration modalities of staff involved in the project.
Annex III - Reimbursement modalities for travel and costs of stay.
Annex VII - Individual Bank account of each beneficiary organisation.
Annex VIII - Internal Reporting forms.


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
The legal representative
Univ.-Prof. Dr. Heinrich Schmidinger

Signature and stamp
Done in Salzburg

Date

For the Beneficiary
The legal representative
[Besim Ajeti]


Signature and stamp
Done in [Prishtina]

Date [26/04/2016]