**CONTRACT [[1]](#footnote-1)**

This contract, drawn up under the ERASMUS+ Programme, shall govern relations between:

the project coordinator, **[name organization]** , represented by **[name legal representative]**, and hereinafter called **the Contractor** on one hand

and

***[name organisation]***, ***[OID organisation]***, ***[adress organisation incl. country]***, represented by ***[name legal representative]***  , hereinafter called **the Partner** on the other hand

each a ”Party” and collectively the ”Parties” have agreed as follows:

This Contract comes under Erasmus+ Programme KA2 Project [**approved project n°, title]**  (hereinafter- Project) document, signed by Epos vzw (the National Agency for Flanders in Belgium), Koning Albert II-laan 15, 1210 Brussels, Belgium, acting under delegation by the European Commission, and the Contractor, hereinafter the Project document.

# Subject

## The Contractor and the Partner commit themselves to carry out the work programme covered by Project document.

## The total cost of the Project for the contractual period referred to by the Project document, all financing combined, is estimated at xxx euro.

## The maximum Erasmus+ contribution to cover expenditure incurred by the members of the Partnership participating in the programme shall be xxx euro.

## The final financial contribution shall depend on the evaluation of the quality of the results of the Project pursuant to the rules laid down in the Project Handbook, but shall, under no circumstances, give rise to profit.

## This contract shall regulate relations between the Parties, and their respective rights and obligations with regard to their participation in the project *[approved project number]* .

## The subject matter of this contract is detailed in the annexes, which form an integral part of this contract, and which each party declares to have read and approved.

# Duration

## The Project starts on [start date of the project and ends on *[end date of the project]*.

## This contract enters into force on the date of signature by the last of both participating Parties to the contract and terminates at the moment when the obligations outlined in the contract are completed. The period of eligibility of the costs starts on [start date of the project] and finishes on *[end date of the project]* at the latest.

# Project Representatives

## The authorised representative of the Contractor upon the performance of the present contract is [legal representative coordinator].

## The authorised representative of the Partner upon the performance of the present contract is *[legal representative projectpartner]*.

# Obligations of the Contractor

The Contractor shall:

## Take all steps necessary to prepare for, perform and correctly manage the work programme and cover the expenses as set out in this contract and its annexes, in accordance with the objectives of the Project as set out in the Project document;

## Send to the Partner any official documents or information concerning the Project;

## Notify and provide the Partner with any amendments made to Project document;

## Define, in conjunction with the Partner, the role, rights and obligations of the two Parties;

## Comply with all the provisions of the Project document.

# Obligations of the Partner

The Partner shall:

## Take all steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and its annexes, in accordance with the objectives of the Project as set out in the Project document;

## Comply with all the provisions of the Project document;

## Communicate to the Contractor any information or documents required that are necessary for the management of the Project;

## Accept responsibility for all information communicated to the Contractor, including details of costs claimed and, where appropriate, ineligible expenses;

## Define in conjunction with the Contractor the role, rights and obligations of the two Parties;

## Provide a separate project cost accounting;

## Fulfill the tasks of the partner according to the Project application

## Repay into the Contractor bank account specified in this Contract any ineligible costs incurred as a result of the Partner’s activity if the Contractor or other competent supervising authority has identified such costs;

## On the basis of a relevant request – without delay, but not later than the Contractor`s specified deadline – to provide the Contractor with complete information related to the execution of the Project or the fulfilment of the commitments under this Contract, including the information necessary for the preparation of reports, accounts and payment requests;

## Without delay, but not later than3 (three) working days, inform the Contractor about any circumstances that impede or restrict, or could impede or restrict, the execution of the Project in conformity with the terms of the Contract and this Contract as well as about non-conformities or any other substantial conditions, that adversely affect or could affect the fulfilment of commitments in due time or proper quality;

## Submit to the Contractor without delay any additional supporting documents and explanations if the Contractor, or any other competent supervising authority, have requested such information.

# Liabilities of the Parties

## The Parties shall complete the Project within the stipulated deadlines and in high quality.

## Each Party shall be liable for losses incurred to the other Party as a result of improper fulfilment or non-fulfilment of this Contract.

## If the Partner delays the fulfilment of commitments under the Contract and/or fulfils them in poor quality, the Parties shall agree on further fulfilment of these commitments, financial liabilities and completion deadlines for the Project.

# Financing

## The Erasmus+ contribution for the financing of the tasks of the Partner shall be a maximum amount of *[approved budget projectpartner]* euro, including all taxes and duties.

## The Partner’s financial contribution shall be covered by working days as agreed upon in the project budget in Annex 1 and submitted in accordance with Annex 2.

## The final financial contribution of Erasmus+ and the Partner shall depend on the actual cost calculation after the finalisation of the Project.

## The Erasmus+ grant shall be used solely to carry out the tasks agreed upon in the project document.

# Payments

## The Contractor commits to compensating all costs made by the Partner following the completion of tasks in accordance with the project budget in Annex 2.

## Travel days and activity days

## All payments are made to the Partner institution and not to individual persons. Payments to the Partner will be in the form of:

* a payment in three installments. Each time 1/3 of 80% of the amount to which the project partner is entitled will be paid **month 1, month 18 and month 24.**
* at the end of the project, after receipt of the remaining 20% of the project budget from the National Agency, this remaining amount will be paid to the project partner less the unimplemented activities or agreements mutually agreed upon according to the project description. Within 60 days after the end date of the project, the coordinator shall complete the final report on the implementation of the project. On receipt of the documents the national agency shall pay the amount due as the balance within 60 days to the coordinator.

# Bank accounts

Contractor:

Bank name:

Bank account holder:

IBAN:

SWIFT code:

Partner:

Bank name:

Bank account holder:

IBAN:

BIC code:

# Termination of the contract

## A Party may terminate the contract if the other Party has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to force majeure, after notification of the Party by registered letter has remained without effect for one month.

## The Partner shall immediately notify the Contractor, supplying all relevant information, of any event likely to prejudice the performance of this contract.

## If either Party fails to remedy such non-performance within one month after notice in writing of the non-performance by the other Party, the other Party shall have right to terminate this contract forthwith by giving written notice to the non-performing Party.

# Force Majeure

## If performance of this contract is interfered with, for any length of time, by force majeure such as war, civil commotion, epidemics and other similar occurrence which are beyond the reasonable control of either Party, neither Party shall be held responsible for non-performance of this contract for such length of time.

# Jurisdiction clause

## Failing amicable settlement, the jurisdiction proper for the Contractor shall have sole competence to rule on any dispute between the contracting parties in respect to this contract.

## This contract shall be governed by the regulatory enactments of the Kingdom of Belgium and the Contract is subject to the jurisdiction of the courts of the Kingdom of Belgium

# Amendments or additions to the contract

Amendments to this contract shall be made only by a supplementary agreement signed on behalf of the Parties by the signatories to this contract.

# Annex 1: general conditions

Annex 2: budget summary and budget details

Annex 3: financial and contractual rules

Annex 4: grant agreement between & its National Agency

Annex 5: mandates

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| --- | --- |
| For the Contractor,  ***name legal representative coordinator]***  ***[title legal representative coordinator ]***  (sign)  (date) | For the Partner,  ***[name legal representative projectpartner]***  ***[title legal representative projectpartner]***  (sign)  (date) |

1. DISCLAIMER: Dit is EEN voorbeeld van een in de praktijk gebruikt model voor een partnerschapsovereenkomst (partnership agreement). Niet het enig geldende voorbeeld en niet noodzakelijk in alle gevallen geldig. De gebruikers dienen dit steeds aan te passen aan de onderlinge afspraken en voor hen geldende wetgeving. Epos vzw is op geen enkele wijze verantwoordelijk voor (de gevolgen van) het gebruik van dit model. [↑](#footnote-ref-1)