

PARTNERSHIP AGREEMENT

13.03.2019

Between

Timis County Youth Foundation, Aries Street no.19 Romanian Registration Number: RO5016520, PIC number: 945961364 - Timisoara, Romania represented by Mihai Adrian Vilcea

and

Municipality of Timișoara (Municipiul Timișoara), C.D. Loga street no. 1, Registration Number: **14756536**, PIC number **953100467** Timisoara, Romania represented by Nicolae Robu, Mayor

*In respect of the project: **emPOWERing the informal***

Erasmus+ Key Action 2 STRATEGIC PARTNERSHIPS IN THE FIELD YOUTH

2018-3-RO01-KA205-061362 (hereafter referred to as the project– these terms being interchangeable)

1.0 REMIT OF THE PARTNERSHIP AGREEMENT

This agreement sets out the roles and responsibilities of the coordinator and the partner in respect of the management and implementation of the project. It includes a basic summary of the project, a description of the key activities to be undertaken by each partner and details of the arrangements for management and payment of Erasmus+ grant funding.

The agreement forms the basis of the working and financial relationship between **the coordinator** and **the partners** and is complemented by the initial application form for the project submitted to the Romanian National Agency by **Timis County Youth Foundation (Fundatia Judeteana pentru Tineret Timis)** (attached as Appendix I – project Brief), the Finance and Monitoring guidelines provided by Romanian National Agency (attached as Appendix II), partner budget (Appendix III) and Guidance of Erasmus+ program 2018 version. It is the responsibility of **the partner** to ensure that the organisation is familiar with these documents before commencing work on the project.

The agreement is signed and dated on behalf of **Timis County Youth Foundation (Fundatia Judeteana pentru Tineret Timis)** and **Municipality of Timișoara (Municipiul Timișoara)** by the Legal Representative of each organisation.

2.0 PROJECT SUMMARY

The project was the subject of a successful application – of the Erasmus+ programme submitted by **Timis County Youth Foundation (Fundatia Judeteana pentru Tineret Timis)** to the Romanian National Agency. The official start of the project is **01.04.2019** and it is a 24-month project with the end date being 31.03.2021

The extended summary is attached as Appendix I

3.0 PARTNER ROLES AND RESPONSIBILITIES

This section sets out the responsibilities of **the partner** in relation to key activities and functions of the project and also the role of the **coordinator** as the Applicant Organisation and those of other partners in relation to specific activities and functions – it will be detailed after the first project meeting.

4.0 FINANCIAL INFORMATION

This section sets out the budget allocations available to the partner, and includes a basic outline of the activities related to each budget item, as well as the basis of budgetary calculations and expenditure requirements necessary to draw down the Erasmus+ grant funding.

It is noted that the Erasmus+ grant is only intended to cover a proportion of project activities and thus the partner will need to use its own funding to ensure that all activities can be completed as set out in the initial application and the contract between the coordinator and the Romanian National Agency.

This section is complemented by the Finance and Monitoring guidelines provided by Romanian National Agency (attached as Appendix II) and the Erasmus+ Programme Guidance (http://ec.europa.eu/programmes/erasmus-plus/documents/erasmus-plus-programme-guide_en.pdf).

4.1 Budget Allocations

A detailed breakdown of the budget for the project is provided in Appendix III (the final budget approved by Romanian National Agency) for the project.

4.1.1 Project Management and Implementation for the partner

This budget is required to fund all aspects of day-to-day project management, implementation and administration, including complying with all project and financial monitoring requirements and ensuring effective communication with all partners throughout the duration of the project.

In addition, the partner will be required to play the key role with its experience in creating quality Intellectual Outputs for the project and also to help **the coordinator** in the process of coordination the project.

All the other budgetary allocations will be agreed upon at the kick-off meeting and will be included in the appendix regulating budgetary allocations.

4.2 Partner Roles and Responsibilities

The coordinator will provide advice and support to all partners in respect of financial and monitoring requirements for the project but it is the responsibility of coordinator to ensure that grant funding is spent in accordance with the financial regulations of the Erasmus+ project.

In particular, if the partner is in any doubt with regard to compliance with Erasmus+ financial regulations in relation to any of the budget allocations and expenditure items described above, the issue must be raised with **the coordinator** before expenditure is incurred. In such instances **the coordinator** will provide advice and support as required and, if necessary, refer the issue to the contract manager for the project at the Romanian National Agency for clarification.

However, it is noted that expenditure incurred by partner in respect of the project will not be reimbursed if the relevant processes do not meet Erasmus+ financial regulations.

Expenditure Requirements

As referred to above, the Erasmus+ grant is only intended to meet a proportion of the costs for the project and specific requirements apply to different expenditure categories within the budget allocation as set out below. Additional information about the evidence that the partner will need to provide to demonstrate that expenditure has been incurred is provided in the Finance and Monitoring guidelines (attached as Appendix II)

4.3 Payment Schedule

Arrangements for the payment of Erasmus+ grant funding by **the coordinator** to the partner in respect of the project are set out below:

4.3.1 Payments to the coordinator from the Romanian National Agency

The coordinator will receive the following payments from the Romanian National Agency: Advance Payment of 80% of the total Erasmus+ grant for the project (this payment has already been received); Final Payment of 20% once the Final Report due at the end of Year 2 has been approved by the Romanian National Agency.

4.3.2 Payments from the coordinator to partners

The coordinator will make the following payments to **partners** in respect of the project:

Initial 20% Payment of the total budget allocated to the partner immediately after the kick-off meeting – when the agreement and its appendices will be signed

Second 20% Payment upon submission of the partner of interim reports 1, 2,3.

Third 20% Payment interim reports upon submission of interim reports 4,5,6.

Fourth 20% Payment upon submission of interim reports 7,8,9.

Final 20% Payment immediately after the final report approval from the national agency and receipt of the Final Payment of 20%

BANK ACCOUNT FOR PAYMENTS

All payments shall be made to the partners' bank account as indicated below:

Name of bank: [BCR]

Address of branch: [Sagului Street, Timisoara]

Full account number (including bank codes): [RO59RNCB0255119988030003...]

[IBAN code: [RO59RNCB0255119988030003...]]

SWIFT Code: [RNCBROBU...]

4.3.3 Additional Conditions

It is noted that **the coordinator** reserves the right to reduce or withhold payments of Erasmus+ grant funding to the partner should they identify significant failings in the work of the organisation to undertaken work on the project to an appropriate quality standard and in a timely manner. Furthermore, payments may be reduced if it appears that the partner. is likely to underspend significantly in respect of any of the budget allocations listed above. Fully transparent procedures will be followed in the event of any grant funding being reduced or withheld, including as a minimum:

- **The partner** advising the coordinator in writing of any adjustment to their overall grant or payment schedule at the earliest possible opportunity
- **The coordinator** also writing to the Romanian National Agency to inform the Contract Manager/ Project Officer for the project once the partners have been informed
- **The coordinator** to work with and support the partner in identifying and implementing appropriate remedial action to address any issues identified
- All issues to be tackled jointly on the basis that it is the aim of both parties to implement all activities necessary to successfully deliver the project and that this includes, as far as possible, drawdown by **the coordinator** from the Romanian National Agency of the full Erasmus+ grant

and payment by the coordinator to the partner of the full budget allocation covered by this partnership agreement.

Any disputes arising from this process will be subject to:

- **Coordinator's** dispute resolution policy and procedures
- All relevant guidance and instruction provided by the Contract Manager/Project Officer for the project appointed by the Romanian National Agency
- The Erasmus+ Programme Guidance and Financial Regulations
- Romania and European Union law

5.0 CONFLICT OF INTERESTS

5.1 The coordinator shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ("conflict of interests").

5.2 Any situation constituting or likely to lead to a conflict of interests during the implementation of the Agreement shall be notified to the Romanian National Agency, in writing, without delay. The beneficiaries shall immediately take all the necessary steps to rectify this situation.

6.0 CONFIDENTIALITY

6.1 The coordinator and the partners shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Agreement and which are explicitly indicated in writing as confidential.

6.2 **The partner** shall not use confidential information and documents for any reason other than fulfilling their obligations under the Agreement, unless otherwise agreed with the coordinator in writing.

6.3 **The coordinator** and **the partner** shall be bound by the obligations referred to in Articles 6.1 and 6.2 during the implementation of the Agreement and for a period of five years starting from the payment of the balance, unless:

- (a) the party concerned agrees to release the other party from the confidentiality obligations earlier;
- (b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
- (c) the disclosure of the confidential information is required by law.

7.0 VISIBILITY OF UNION FUNDING

7.1 Information on Union funding and use of European Union emblem

Any communication or publication related to the Project, made by the members of the consortium jointly or individually, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), shall indicate that the Project has received funding from the Union and shall display the European Union emblem.

http://ec.europa.eu/dgs/education_culture/publ/graphics/identity_en.htm

and

http://ec.europa.eu/dgs/communication/services/visual_identity/pdf/use-emblem_en.pdf.

When displayed in association with another logo, the European Union emblem must have appropriate prominence.

7.2. Disclaimers excluding NA and Commission responsibility

Any communication or publication related to the Project made by the members of the consortium jointly or individually in any form and using any means, shall indicate that it reflects only the author's view and that the NA and the Commission are not responsible for any use that may be made of the information it contains.

8.0 CHECKS AND AUDITS

8.1. Duty to keep documents

All members of the consortium shall keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalized originals when they are authorized by their respective national law and under the conditions laid down therein, for a period of five years starting from the date of payment of the balance, unless a longer duration is required by the national law.

The periods set out in the first and second subparagraphs shall be longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the grant. In such cases, the beneficiaries shall keep the documents until such audits, appeals, litigation or pursuits of claims are closed.

SIGNATURES

This agreement is signed by **Mihai Adrian Vilcea** as the Legal Representative of **Timis County Youth Foundation** and **Nicolae Robu**, as Legal Representative of **Municipality of Timișoara (Municipiul Timișoara)**

Signatures

Signatures

Date:

Date: