**Ce document est un modèle de sous-contrat   
que le coordinateur peut établir avec ses partenaires,   
afin de régir les règles internes du partenariat.**

**Il s’agit d’un exemple. Les bénéficiaires sont libres de l’adapter.**

**L’Agence ne garantit pas l’exhaustivité des clauses nécessaires d’inclure dans ce type d’accord.**

En complément nous vous formulons les conseils suivants, certaines rubriques apparaissant comme indispensables à ce type de document :

* Rappel des **objectifs du projet**
* Tâches : copie du **plan de travail** indiquant les activités et les responsabilités du partenaire
* Le **budget** qui lui est alloué pour mettre en œuvre ses activités
* La **période de validité** du sous-contrat : il est de la responsabilité exclusive du coordinateur d’assurer une pleine contribution des partenaires du projet en phase de clôture ou de contrôle. Pour cela nous recommandons un sous-contrat incluant à minima 4 mois post période éligibilité des coûts (4 mois après la fin du projet)
* **Provisions financières** : modalité de versement des avances, échéance des reportings (pas uniquement financiers, mais principalement des preuves de réalisation). Attention exigez de chaque partenaire qu’il vous communique une copie des justificatifs. Par ailleurs, le **coordinateur doit être en mesure de fournir toute pièce justificative demandée**, y compris concernant ses partenaires, dans le cadre d’un audit ou d’une quelconque demande d’information.
* Méthodes de **collaboration** : rappel des règles de communication entre les partenaires
* Un **calendrier des rapports d’étape** à rendre
* Les dates des **réunions** de projet
* Les cas de **litige et la juridiction** qui peut être saisie (attention l’Agence n’interviendra jamais)
* Un **glossaire** des termes clés utilisés au cours du projet traduits dans toutes les langues du partenariat

PROJECT LOGO IF NECESSARY

**GRANT AGREEMENT for a :**

**Project with multiple beneficiaries under the ERASMUS+ Programme**

**AGREEMENT NUMBER – [< project number >]**

MODEL CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER [[1]](#footnote-1)

This contract shall govern relations between:

***[complete details of the Coordinator,***

***called hereafter "the Coordinator", represented by (complete details) ],***

of the one part,

and

**[*complete details of the Partner,***

***called hereafter “the Partner", represented by (complete details* ) ],**

of the other part,

Which have agreed as follows:

**Article 1 – SUBJECT MATTER OF THE AGREEMENT**

1. The NA has decided to award a grant, under the terms and conditions set out in the Grant Agreement and the other Annexes to the Agreement, for the Project entitled [ insert title of the Project ] ("the Project") under the Erasmus+ Programme Key Action 2: Small Scale Partnerships or Partnerships for Cooperation. The Coordinator and the Partner commit themselves to carrying out the project as set out in the Annex 1 of the contract.

2. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project [< project title >] under the Agreement n° [< project number >] passed between the National Agency and the Coordinator.

3. The maximum grant of the project for the contractual period referred to by the Agreement number 202x-xxxx, is [the amount mentioned in Part 3. Grant of the Agreement n° 202x-xxxx] EUR.

**Article 2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION**

1. The Agreement shall enter into force on the date on which the last party signs.

2. The Project shall run between dd/mm/yyyy and dd/mm/yyyy both inclusive. This is the period of eligibility of the costs.

**Article 3 - OBLIGATION OF THE COORDINATOR**

The Coordinator shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement concluded between the **National Agency** and the **Coordinator**;
2. to send to the **Partner** a copy of **the Agreement** **[<project n°>]** and its annexes, concluded with the National Agency, of the various reports and of any other official document concerning the project;
3. to notify and provide the **Partner** with any amendment made to the Agreement n° **[<project n°>]** concluded with the National Agency;
4. to define in conjunction with the **Partner** the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights;
5. to comply with all the provisions of **Agreement n° [<project n°>]** binding the **Coordinator** to the **National Agency**.

**Article 4- OBLIGATION OF THE PARTNER**

The Partner shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in **the Agreement n° [<project n°>]** concluded between the **National Agency** and the **Coordinator**;
2. to comply with all the provisions of Agreement n° **[<project n°>]** binding the **Coordinator** to the **National Agency**;
3. to communicate to the **Coordinator** any information or document required by the latter that is necessary for the management of the project;
4. to accept responsibility for all information communicated to **the Coordinator**, including details of costs claimed and, where appropriate, ineligible expenses;
5. to define in conjunction with the **Coordinator** the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

**Article 5 - DISSEMINATION**

1. **The partner shall acknowledge the grant support received under the Erasmus+ Programme** in any document disseminated or published, in any product or material produced with the grant support, and in any statement or interviews given, in accordance with the visual identity guidelines provided by the European Commission.
2. The acknowledgement shall be followed by a disclaimer stating that the content of the publication is **the sole responsibility of the publisher and that the European Commission is not liable for any use that may be made of the information.**

**Article 6 - FINANCING THE ACTION**

1. The total expenditure to be committed by the Partner for the period covered by this contract is estimated at **[…]** EUR. The partner’s detailed budget is described in the annexes to this contract (Annex a).

**Article 7 - PAYMENTS**

1. **The** **Coordinator** commits himself to carrying out payments relating to the subject matter of this contract to **the Partner** according to the achievement of the tasks and the following schedule:

1st payment: **[…] EUR**

An initial advance Euros ……….. i.e. …. % of the grant within 30 days of receiving the initial payment from the National Agency.

2nd payment: **[…] EUR**

A second advance Euros ………. i.e …. % of the grant upon receipt of claim forms with supporting documentation and agreed outcomes in the work programme. The beneficiary reserves the right to withhold this second advance if the partner's report to coordinator is submitted after the deadline mentioned in article 9 of this contract, ie ......./......./.......

3d payment: **[…] EUR**

Final payment: **[…] EUR**

The balance up to …% will be paid once the partner’s contractual agreements have been fully met and all the necessary supporting documentation has been received. The beneficiary reserves the right to withhold the balance and demand a refund of the amounts already paid if the report is presented after the deadline mentioned in article 4.2.1 of this contract, ie ......./......./......

1. All payments shall be regarded as advances pending explicit approval by the **National Agency** of the final report including approval of the eligibility of the activities, the corresponding cost statement (if applicable) and the assessment of the quality of the results of the project.

**Article 8 - BANK ACCOUNT**

**[(*references of the bank account opened in the name of the Partner into which the funds allocated to the Partner will be paid )* ]**

**Article 9 - SUBMISSION OF REPORTS AND OTHER DOCUMENTS**

1. The **Partner** shall provide the **Coordinator** with any information and document required for the preparation of the periodic report, when appropriate, and, if necessary with copies of all the supporting documents *completed and signed by the legal representative* by **[*the appropriate date*]** at the latest.
2. The **Partner** shall provide the **Coordinator** with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents *completed and signed by the legal representative* by **[*the appropriate date*]** at the latest.

**Article 10 - MONITORING, CHECKS AND AUDITS**

1. The Partner shall provide without delay the **Coordinator** with any information that the latter may request from him concerning the carrying out of the work programme covered by this contract.
2. The Partner shall make available to the **Coordinator** any document making it possible to check that the aforementioned work programme is being or has been carried out.
3. The obligations described in Article 25 (checks, audits and evaluation) of the agreement n° 202x-xxxx apply to the coordinator and partner.

**Article 11 - Liability**

1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this Agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.
2. The Partner shall protect the National Agency, the Coordinator and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract, to the extent that these damages are not due to the serious or intentional negligence of the National Agency, the Beneficiary or their personnel.

**Article 12 - TERMINATION OF THE AGREEMENT**

1. The **Coordinator** may decide to terminate the agreement if the P**artner** 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 **Partner** by registered letter has remained without effect for one month.
2. The Partner shall immediately notify the **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this contract.

**Article 13 - JURISDICTION CLAUSE**

1. Failing amicable settlement, the Courts of ***[Coordinator’s registered office]*** shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
2. The law applicable to this contract shall be the French law***.***

**Article 14 - SUPPLEMENTARY AGREEMENTS**

Amendments to this contract shall be made only by a written supplementary Agreement signed on behalf of each of the parties by the signatories to this contract. No oral agreement may bind the parties to this effect.

***[Annexes***

*a) Detailed budget relating to the activities of the Partner (costs associated with the activities).*

*b) Description of the Partner's tasks as indicated in the application Form]*

*c) Copy of Agreement No 202x-xxxx between Coordinator and National Agency including* Annex 1 - Description of the action, list of other beneficiaries and provisional budget for the action and Annex 2 - Specific rules*]*

Done at.............................................................., in two copies.

For the **Coordinator**, For the **Partner**,

The legal representative The legal representative

(name and function) (name and function)

[signature] [signature]

[date] [date]

1. The **Coordinator** shall be entitled to add other clauses to those indicated here. [↑](#footnote-ref-1)