



Erasmus+ Programme Key Action 1

Partnership agreement between Sending Institution, Hosting organisation and Supporting organisation

Erasmus+ project 2021-XYZ-AAA-BBB

This Partnership Agreement is entered into as of **14/10/2021** by and between

TestORG, test street test city test code test billing country - VAT number: 111111111111 (the "**Sending Institution**")

and

CES Centre of English Studies located at 31 Dame Street, Dublin 2, Ireland (the "**Hosting organisation**")

and

Mobility and cooperation SRL located at Viale della Navigazione interna 51B, 35129 Padova, Italy P.IVA 05351480289 (the "**Supporting organisation**")

all of whom agree to be bound by this Agreement.

WHEREAS, the Hosting Organisation offers the Sending Institution certain services, as described on the document attached hereto as Schedule A (the "Hosting Services"); and

WHEREAS, the Supporting Organisation offers the Sending Institution certain services, as described on the document attached hereto as Schedule B (the "Supporting Services"); and

WHEREAS, the Supporting Organisation and the Hosting Organisation previously entered into an agreement (the "Designated programme agreement") for the definition of the hosting services for each specific combination of start date, end date, programme description, payment terms, etc (the "Designated programme"); and

WHEREAS, the Sending Institution, the Supporting Organisation and the Hosting Organisation desire to enter into an agreement whereby the Hosting Organisation will provide the "Hosting Services" according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Sending Institution, the Hosting Organisation and the Supporting Organisation (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. Designated programme

The designated programme is agreed by the Supporting Organisation and the Hosting Organisation as part of the “Designated programme agreement” and is advertised by the Supporting Organisation. The “Designated programme agreement” is updated annually.

The Supporting organisation manages the enrolment of a number of participants to a designated programme from one or more Sending Institutions on behalf of the Hosting organisation.

The Sending Institution can enrol in one or more of the designate programmes advertised by the Supporting Organisation.

2. Responsibilities

The Parties agree to coordinate their own tasks to be carried out at specific times in relation to the start date and end date of the services.

When	Sending Institution	Hosting Organisation	Supporting Organisation
As required	Deals with National Agency (grant agreement, audits, reports, etc) Organise the participant preparation for the programme	Carry out high-quality need analysis and entry-level tests before the programme starts	Invoice the Sending Institution Monitors quality through feedback system Provide extra services as required
At least 12 weeks before start date	Sign and return contract Pay deposit to Supporting organisation		Once the contract is properly returned, sales order, enrolment forms and invitation to the kickoff meeting are issued
At least 8 weeks before start date	Book flights and airport transfers Return enrolment forms Attend kickoff meeting		Manage participant enrolment, including documentation required by the Hosting Organisation
4 weeks before start date	Pay remaining balance to Supporting organisation	Provide detailed information about final programme and learning outcomes Provide information about practical arrangements and how to reach training venue	Book accommodation if part of the contract Provide information about how to reach accommodation if part of the contract Share programme information as given by Hosting organisation
During the programme	Complete Europass Mobility if required	Implement the programme Provide health&safety and welfare support Issue certificate of attendance	
After end date	Manage participant expense claims for meals, local transport and other		

3. Quality control mechanisms

The Supporting organisation will use a customer service feedback system to constantly monitor the feedback from the participants and other stakeholders from the Sending Institution:

- Before the programme start date
- During implementation: regularly and at the end of the programme
- Long-term: 3 or 6 months after the programme

The feedback will solicit information about the experience of any of the hosting service items.

The feedback will be shared with the Sending Institution and Hosting organisation.

The Hosting organisation will promptly analyse relevant feedback reports and devises action plans for quality control.

4. Consequences in case of poor or failed delivery

In case of poor or failed delivery is detected by the feedback system or by any communication in writing by the Parties, the Parties will deal appropriately with every instance of poor or failed delivery, regardless of its severity.

Where the causes of poor or failed delivery are treatable by the Parties, their discussions should consider and agree on the approaches to be developed and applied. This needs to cover who has the responsibility for doing what, by when and how, in order to remediate the immediate issues and to prevent their future recurrence if at all possible. The solutions to poor or failed delivery may entail updating the Partnership Agreement to formalise any agreed behavioural or process changes.

Addressing poor or failed delivery may neither be possible if there's just no likelihood of dealing with its root causes, nor desirable if one or more of the Parties has exhibited persistent indifference, intransigence, reluctance or resistance in respect of remediating its performance. Terminating the contract early might be an option for one or more of the Parties.

5. Payment terms and cancellation

The Sending institution pays its deposit at least 12 weeks before the programme start date and the remaining balance 4 weeks before the programme start dates. The payment is made to the Supporting organisation.

Payment terms and cancellation policy apply as agreed by the Parties in writing.

The Supporting organisation and Hosting organisation will make their best effort to reschedule the designated programme should an unforeseen circumstance prevent participants to attend the designated programme.

The Sending institution shall take out appropriate travel insurance to cover any financial loss due to cancellation.

6. Exclusivity

The Supporting organisation shall be the exclusive party authorised to support the Sending institution for any Erasmus+ application whose partner is the Hosting Organisation or to be included as Supporting organisation for any Erasmus+ application form of the Sending Institution whose partner is the Hosting

Organisation.

Unless agreed in writing with the Supporting organisation, the Hosting organisation is not authorised to be partner in any of the applications made by the Sending institution or to sell/provide other hosting services to the Sending institution either funded with Erasmus+, private or other funding.

7. Term and Termination

This Partnership Agreement shall commence upon the date of execution and continue until any of the Parties terminates this Agreement in writing.

Upon such termination, the Supporting organisation shall immediately cease marketing and offering for sale the hosting services of the Hosting organisation and the Hosting organisation shall continue to abide by the exclusivity obligation clause for three (3) years.

8. No modification unless in writing

No modification of this Partnership Agreement shall be valid unless in writing and agreed upon by all Parties, except as otherwise specified in this Partnership Agreement.

9. Governing law and jurisdiction

This agreement and any dispute or claim arising out of, or in connection with, it or its subject matter or formation, shall be governed by and construed in accordance with Italian law.

The courts of Italy will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

IN WITNESS WHEREOF, by execution by the parties below, this Partnership Agreement will form a part of the Contract.

Legal representative name and signature

TestORG
Sending Institution

CES Centre of English Studies
Hosting organisation

Mobility and cooperation SRL
Supporting organisation

Francesco Cendron



Schedule A – The Hosting Services

Any type of course or training programme made by one of more of the following items

- Lessons
- Training material
- Coffee breaks
- Certificate of attendance
- Guided walking tours
- Full-day trips
- Cultural and social activities
- Tickets and transport

Schedule B – The Supporting Services

Admission services

Accommodation booking service

Advice and assistance services for Erasmus+ applications.

Extra services as required