



Erasmus+ Programme Key Action 1

Partnership agreement between Sending Institution, Hosting organisation and Supporting organisation

Erasmus+ project «Erasmus_project_code»

This Partnership Agreement is entered into as of **dd/mm/yyyy** by and between

the “**Sending Institution**”

and

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 certain services, as described on the document attached hereto as **Schedule A** (the “Hosting Services”); and

WHEREAS, the Supporting Organisation offers 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 identification of the hosting services for each specific combination of start date, end date, programme description, 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 the **Terms and Conditions**.

IN WITNESS WHEREOF, by execution by the parties below, this Partnership Agreement will form a part of the Contract Agreement between the Sending Institution and the Supporting Organisation.

Legal representative names and signatures

Sending Institution

Hosting Organisation

Mobility and cooperation SRL
Supporting Organisation

Schedule A – The Hosting Services

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

- Lessons, seminars or workshops
- Training material
- Certificate of attendance

Schedule B – The Supporting Services

- Admission to the Hosting services
- *Activities* such as Guided walking tours, Full-day trips, Cultural and social activities, Tickets and transport
- *Accommodation* booking service

Terms and Conditions

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 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 participants to one or more of the designated programmes advertised by the Supporting Organisation.

2. Responsibilities

The Parties agree to carry out their own tasks assigned in the table below at the specified times under the overall coordination of the Supporting Organisation. The Supporting Organisation is responsible to oversee the schedule of all the tasks to ensure that each responsible Party delivers according to the timeline and that the terms and conditions of the Contract Agreement are fully implemented.

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	Issue the contract and the partnership agreement Invoice the Sending Institution
At least 12 weeks before start date	Sign and return contract and partnership agreement Pay deposit to Supporting Organisation		Once the contract is properly returned, sales order, enrolment forms and invitation to the kickoff meeting are issued to finalise the supporting services
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, if any
4 weeks before start date	Pay remaining balance to Supporting Organisation	Provide detailed information about final programme and learning outcomes, in order to implement the specific requirements received by the Supporting Organisation Provide information about practical arrangements and how to reach training venue	Report participant needs to the Hosting Organisation in order to adapt the programme Share programme information as given by Hosting Organisation Book activities and accommodation, and provide information about how to reach accommodation, if those are part of the contract
During the programme	Complete Europass Mobility, Learning Agreement, and any supplement (if required) directly with the hosting organisation	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	Sign the Europass Mobility, Learning Agreement, and any supplement	

3. Quality control mechanisms

The Supporting Organisation is responsible to collect participant needs and accountable to ensure that the "Supporting Services" meet those needs.

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: a kick-off meeting is offered to discuss specific requirements; a feedback request is sent to the main contact of the Sending Institution to supervise the administration of the booking experience
- During implementation: regularly and at the end of the programme (e.g. phone call with contact and/or participants)
- After the programme: after departure date, a feedback request is sent to all participants

The feedback will solicit information about the experience of any of the "Supporting Services" items.

The feedback may be shared with the Sending Institution and Hosting Organisation upon request or if needed.

The Hosting Organisation will promptly analyse relevant information and feedback reports and will devise action plans for best-effort implementation and quality control, according to the instructions received by the Supporting Organisation.

4. Consequences in case of poor or failed delivery

In case of poor or failed delivery, the Sending Institution should send a written communication to the Supporting Organisation. The Supporting Organisation 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 the approaches to be developed and applied and the Supporting Organisation is responsible for endeavouring to organise the action plan. 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

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

The Sending Institution pays its deposit and the remaining balance to the Supporting Organisation.

The Supporting Organisation pays its deposit and the remaining balance to the Hosting Organisation and all the other service providers.

The Supporting Organisation will make its best effort to reasonably reschedule the "Supporting Services" should an unforeseen circumstance prevent participants to attend.

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

6. Termination

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

The Supporting Organisation shall cease marketing and offering for sale the "Supporting services" to the "Hosting services" of the Hosting organisation in one (1) year from such a termination.

7. Exclusivity Term

From the date of execution until three (3) years after the termination of this Agreement ("Term"), the Supporting Organisation shall be the exclusive party authorised to provide "Supporting services" to the Sending institution for "Hosting services" of the Hosting Organisation, either funded with Erasmus+, private or other funding.

During the Term, unless agreed in writing with the Supporting Organisation, the Sending Institution is not authorised to include the Hosting Organisation in any of its Erasmus+ applications or to buy "Hosting Services" from the Hosting Organisation, either funded with Erasmus+, private or other funding.

During the Term, unless agreed in writing with the Supporting Organisation, the Hosting Organisation is not authorised to be partner in any of the Erasmus+ applications made by the Sending Institution or to provide "Hosting Services" to the Sending institution, either funded with Erasmus+, private or other funding.

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.