

# PARTNERSHIP AGREEMENT

Erasmus+ Programme :

KA220- VET – Cooperation partnership in vocational education and training

PROJECT DETAILS :

**NET PES – LOCAL LABOUR MARKETS IN TRANSITIONS**

Reference number: 2023-1-FR01-KA220-VET-000157698

**GRANT AGREEMENT for a :**

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

**AGREEMENT NUMBER – 2023-1-FR01-KA220-VET-000157698**

**CONTRACT BETWEEN THE COORDINATOR AND THE PARTNER <sup>1</sup>**

This contract shall govern relations between:

**POLE EMPLOI AUVERGNE-RHONE-ALPES**

**CS 70402, 69364 Lyon**

**Code OID: E10154295**

**called hereafter "the Coordinator", represented by Daniel MEYER, Head of External Relations,**

and

of the one part,

**AGENZIA REGIONALE TOSCANA PER L'IMPIEGO**

**VIA VITTORIO EMANUELE II, 62 - 64 50134 FLORENCE**

**Code OID : E10300567**

**called hereafter "the Partner", represented by Simonetta CANNONI, Director**

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 « **NET PES – Local labour markets in transitions** » 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 « **NET PES – Local labour markets in transitions** » under the Agreement n° **2023-1-FR01-KA220-VET-000157698** 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 **2023-1-FR01-KA220-VET-000157698**, is **400.000** 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 **01/12/2023 and 31/05/2026** both inclusive. This is the period of eligibility of the costs.
3. This partnership agreement is **valid until the end of September (4 months after the end of the project)** if the Erasmus+ National Agency asks for additional supporting documents.

**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**;

<sup>1</sup> The **Coordinator** shall be entitled to add other clauses to those indicated here.

2. to send to the **Partner** a copy of the **Agreement 2023-1-FR01-KA220-VET-000157698** 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° **2023-1-FR01-KA220-VET-000157698** 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° 2023-1-FR01-KA220-VET-000157698** 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° 2023-1-FR01-KA220-VET-000157698** concluded between the **National Agency** and the **Coordinator**;
2. to comply with all the provisions of Agreement n° **2023-1-FR01-KA220-VET-000157698** 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 39.802 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: 15.920,8 EUR**

An initial advance **15.920,8 euros** i.e. **40 %** of your budget allocated for the project, **scheduled for early January 2024**.

**2nd payment: 7.960,4 EUR**

A second advance **7.960,4 euros** i.e. **20 %** of your budget allocated for the project **in May 2025**, after receipt and validation of the interim report by the Erasmus+ National Agency. 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.

**3d payment: 7.960,4 EUR**

**The 3<sup>rd</sup> payment** advance **7.960,4 euros** i.e. **20 %** of your budget allocated for the project in **December 2025**.

**Final payment: 7.960,4 EUR**

After acceptance and validation of the final report: it takes approximately 4 months after the end of the project, to transmit, if necessary, additional supporting documents requested by the Erasmus+ France National Agency, i.e. **20% of your budget allocated for the project in September 2026.**

The balance up to 20 % 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 9.

- 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

**ACCOUNT NAME :** ARTI – Agenzia Regionale per l'impiego  
**BANK NAME :** BANCO BPM S.p.A Ag.2  
**ADDRESS OF THE BANK :** Piazza della Libertà, n.8 50129 Firenze  
**IBAN :** IT 53 I 05034 02800 000000002825  
**BIC /SWIFT** BAPPIT21P36

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

- 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 **February 3, 2025 or with each interim report (see table below).**
- 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 **May 4, 2026 or with each interim report (see table below).**
- Reporting documents** – The partner will report to the project coordinator on approximately 5-month basis on the performed activities using the relevant reporting documentation, provided by the coordinator, and including description and quantitative data of implemented activities as well as the cost sustained in the given period of the project, accompanied with justification documents indicated by project coordinator. The timeframe and deadlines for the reporting are as follows :

Report n°	Period of reporting	Deadline for submission of the report	Reports for National Agency
Project report 1	01/12/2023-30/04/2024	13/05/2024	
Project report 2	01/05/2024-30/09/2024	11/10/2024	
Project report 3	01/10/2024-28/02/2025	10/03/2025	<b>01/03/2025</b>
Project report 4	01/03/2025-31/07/2025	11/08/2025	
Project report 5	01/08/2025-31/12/2025	12/01/2026	
Project report 6	01/01/2026-31/05/2026	12/06/2026	<b>31/05/2026</b>

The coordinator will check all the reports sent by the partners within 7 working days from the receipt of all necessary reporting documentation. If needed, the coordinator has the right to request from partners additional explanations and modifications of the reports.

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

- 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.
- 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.
- The obligations described in Article 25 (checks, audits and evaluation) of the agreement n° **2023-1-FR01-KA220-VET-000157698** 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 **Partner** 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 Lyon** (Cour d'appel de Lyon) 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 – please check the NET PES VADEMECUM*
- c) *Copy of Agreement No 2023-1-FR01-KA220-VET-000157698 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 Lyon, in two copies.

For the **Coordinator**,  
POLE EMPLOI AUVERGNE-RHONE-ALPES

For the **Partner**,  
AGENZIA REGIONALE TOSCANA PER L'IMPIEGO

The legal representative  
(name and function)

The legal representative  
(name and function)

Daniel MEYER  
Head of External Relations

Simonetta Cannoni  
Director

[signature]

[signature]

[date]

[date] 08/01/2024