**Cooperation and Forwarding Agreement**

**Between**

**“Koordinierende Einrichtung”**

represented by “…”

„address“

Germany

- referred to hereafter as “Coordinator” -

**and**

“…”

- hereafter referred to as “Project Partner” -

§ 1 – Definitions, Funding Agreement

1. Definitions:
   * “Project Partners” are those organizations that are willing to jointly implement the Project, namely: partner organisations…
   * “Funding Agreement” refers to the grant agreement concluded between the Funder and Coordinator dated xx.yy.20zz (projectnumber …)on the implementation of the Project and the distribution of the Grant, including its exhibits (Annex I).
   * “Funder” refers to European Commission, represented by Nationale Agentur Erasmus+ Schulbildung im Pädagogischen Austauschdienst, Graurheindorfer Str. 157, 53117 Bonn, Germany.
   * “Grant” refers to the overall amount given by the Funder to Coordinator to jointly implement the Project with the Project Partners; the overall Grant for the Project is EUR  xxx.
   * “Implementation Period”: The Project’s implementation period as set forth in the Funding Agreement is from … – ….
   * “Project” refers to the project specified in the Funding Agreement named “project title…” under the Erasmus+ program.
   * “Proposal” refers to the document common project proposal of all Project Partners, which specifies the Project for which the Grant is earmarked, subject to the Funding Agreement, as amended from time to time (Annex II).
   * “Contribution” refers to the activities of the Project Partners under the Project.
   * “Share” refers to the portion of the Grant that is attributed to the Project Partner subject to the Funding Agreement.
2. The Coordinator has concluded the Funding Agreement with the Funder on its own and on behalf of the other Project Partners. All Project Partners provided the Coordinator with a respective Mandate Letter. According to the Funding Agreement, the Coordinator will receive the Grant and distribute the Share to the respective Project Partner(s) in order to jointly implement the Project within the Implementation Period. The Coordinator is leading the consortium of the Project Partners and coordinates the implementation of the Project subject to the Funding Agreement, in particular the communication with the funder.
3. This Cooperation and Forwarding Agreement (hereinafter the “Agreement”) covers the joint implementation of the Project throughout the Implementation Period.

§ 2 - Subject Matter

1. This Agreement governs the cooperation of the Parties under the Project and the forwarding of the Share. The Grant is accompanied with conditions specified in the Funding Agreement. The Project Partner is a contract partner of the Funding Agreement and therefore directly bound to its provision. Therefore, the Funding Agreement shall remain fully unaffected by this Agreement. However, the Project Partner commits itself, also towards all other Project Partners, to comply with this Agreement and the Funding Agreement.
2. Integral parts of this Agreement are:
   * the Funding Agreement (Annex I)
   * the Proposal (Annex II).
3. Any changes to works and timelines require the consent(s) of all Project Partners.
4. The Grant and the Share are earmarked and may only be used for the Project, namely the activities specified in the Proposal and in strict accordance with the Funding Agreement and the Share’s budget. Any changes within the Share’s budget require Coordinator’s prior consent. If the Funding Agreement or the Funder allow such changes, Coordinator’s consent shall not be unreasonably withheld.
5. The Share shall only be used in an economical and appropriate manner and in full accordance with the provisions of the Erasmus+ program.

§ 3 – Activities

1. The Project Partner’s Contribution is composed of the following work packages, which are defined in more detail in Annex II to this agreement)

* Work Package 1: Project Management
* Work Package 2: Titel Work Package
* Work Package 3: Titel Work Package
* Work Package 4: Titel Work Package
* Work Package 5: Titel Work Package

§ 4 – Contact Persons, Communication with Funder, Coordination

1. The primary contact person of the Project Partner for the implementation of the Project is (name) (position). The Project Partner shall inform the Coordinator of any changes concerning the primary contact person in written form.
2. The Coordinator is acting as the intermediary for efficient and correct communication between the Project Partners and the Funder. Therefore, the Project Partner shall not enter into direct contact with the Funder unless otherwise coordinated by the Coordinator.
3. The Coordinator and the Project Partners will hold regular meetings in the General Assembly to coordinate the implementation of the Project.

§ 5 - Type and amount of the Share

1. The Project Partner’s Share consists of a fully financing amount of up to

EUR …

The Share shall only be used for eligible costs specified in the Funding Agreement, including the Proposal, and spent during the Implementation Period.

All payments will be made in EUR.

1. The payment will be made by Coordinator upon receipt of a “Payment request” issued by the Project Partner and send to the Coordinator according to the following payment plan
   * Installment No. 1: 30% of the Share, within 30 days upon signature of the Funding Agreement and this Agreement; this is an advance payment to be justified subject to the Funding Agreement, in particular through the subsequent reports, activities and eligible costs.
   * Installment No. 2: 30% of the Share, within 30 days upon submission of a first interim report to Coordinator which is due by December xxx; this is an advance payment to be justified subject to the Funding Agreement, in particular through the subsequent reports, activities and eligible costs.
   * Installment No. 3: 20% of the Share, within 30 days upon submission of a second interim report to Coordinator which is due by May xxx; this is an advance payment to be justified subject to the Funding Agreement, in particular through the subsequent reports, activities and eligible costs.
   * Installment No. 4: a maximum of 20% of the Share, within 30 days after the final payment of the Funder has been made, if any, according to the Funding Agreement. This in particular requires the delivery of the final project report.

Any payment requires the Project Partner’s written request. Forms provided by Coordinator shall be used.

1. The Project Partner shall only be entitled to payments for eligible costs subject to this Agreement and the Funding Agreement if the Project Partner manages its activities in accordance with the Project Proposal, the Funding Agreement and this Agreement and the necessary documentation has been provided. Coordinator may withhold payments, if these conditions are not fulfilled or if Coordinator reasonably expects their non-fulfilment.
2. In addition, the Project Partner shall only be entitled to payments if and to the extent to which Coordinator has received the corresponding payment from the Funder. All payments are prepayments and will be subject to Funder’s later approval. Coordinator shall not be obliged to approval before the Funder’s approval has been received. Amounts to be repaid to Coordinator and/or Funder may be offset by Coordinator against any amount due to the Project Partner.

§ 6 – Responsibilities deriving from the Funding Agreement

1. The Coordinator shall comply with all the provisions of the Funding Agreement dated xxx (project number …) binding the Coordinator to the National Agency.
2. The Project Partner shall fully support Coordinator in the fulfilment of its tasks according to the Funding Agreement, in particular with respect to reporting, documenting, and monitoring the Project, including the obligation to provide any information and documentation prescribed by the Funding Agreement and/or duly requested by Coordinator and/or the Funder. The Project Partner shall provide such documentation at least one month before the deadline defined in the Funding Agreement to enable Coordinator to fulfill its reporting duties to the Funder.
3. The Project Partner shall ensure the accuracy of any documentation, information, or materials it supplies to Coordinator.
4. All Project Partners including Coordinator are obliged to participate in any of the Funder’s audits according to the Funding Agreement, including the right of the Funder to access books, receipts and other records directly connected to the Project. The Project Partner shall fully support the audit, make all relevant records available and provide all necessary and/or requested information to the respective auditor.

§ 7 – Duration, Changes and Withdrawal

1. This Agreement becomes valid upon the mutual signature of this document and expires with the finalization of reporting and possible audits. However, all activities have to be finalized by the Project Partner until the end of the Implementation Period, at the latest. The Project Partners’ expenses made after that date are under no circumstances eligible.
2. The Coordinator is entitled to withdraw partly or entirely from or terminate this Agreement based on substantiated reasons, which include, but are not limited to:
   1. The preconditions for the conclusion of this Agreement no longer apply.
   2. The conclusion of the Agreement is based on false and/or incomplete statements / information provided by the Project Partner, e.g. with respect to the Project Partner’s solvency.
   3. The Project Partner is in breach of any of its obligations and/responsibilities under this Agreement (including those deriving from the Funding Agreement) and has failed to rectify such breach within a reasonable period, in any case not more than thirty (30) days, after having received written notice of such breach.
   4. The Funder partly or entirely withdraws from the Funding Agreement, in particular subject to the reasons set forth in the Funding Agreement, terminates it or cancels the funding.
3. In the event of changes of the funding by the Funder (other than withdrawal/termination/cancellation), the change shall automatically apply to this Agreement. If as a result of such changes, the Project Partner’s activities are no longer part of the funding, each Party may terminate the Agreement.
4. In the event of withdrawal/termination/cancellation § 11 shall apply.

§ 8 – Proof of Use, Records

1. The proof of all costs shall be documented and verified through detailed records of the activities performed and the costs related thereto, in each case subject to the Funding Agreement. Forms provided by the Coordinator shall be used. Upon request, any proof shall be accompanied by copies of any supporting document. The proof of use shall be delivered to the Coordinator as part of each interim report and as part of the final report. The Project Partner shall immediately rectify any deficiencies contained therein and fully support Coordinator in the preparation of reporting for the Funder.
2. Upon request by the Funder the records shall be delivered to the Coordinator, the Funder or an external auditor for the purpose of retention until the end of contractual or legal retention periods.

§ 9 – Right of use

1. The Project is a cooperative effort under the leadership of the Coordinator. All outputs under this Project may be used by all Project Partners. With this Agreement, the Project Partners grant each other the non-exclusive, transferable, irrevocable, perpetual, sublicensable, royalty-free right of use unlimited in time, space and manner for all works of its Contribution to all Project Partners. This in particular includes the right to reproduce, publish, republish, summarize, excerpt, or otherwise use the works. Any additional rights set forth in the Funding Agreement (in particular Article I.9) shall remain unaffected and apply correspondingly.
2. The provisions of the Funding Agreement shall remain unaffected.

§ 10 – Communication

1. The Project Partner shall insert a reference to the Funding in all publications, press releases, presentations, leaflets etc. to the extent to which this is required by the Funder.
2. All statements, recommendations, publications, press releases, presentations, leaflets etc. shall make transparent and clear whether the information contained therein represents the views of the authors and/or the Project Partner(s).

§ 11 – Repayment of Funds

1. If the Funder request (re)payments of sums from the Coordinator subject to the Funding Agreement, Coordinator shall inform the Project Partner correspondingly, if the Project Partner has received unduly payments or is otherwise responsible for the Funder’s recovery request. The Project Partner shall immediately transfer the requested amount to Coordinator, at the latest within 30 days after the request by the Coordinator.
2. This shall also apply, if and to the extent to which Coordinator has withdrawn from or cancelled this Agreement.

§ 12 – 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 Project Partner shall protect the Funder, 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 Funder, the Coordinator or their personnel.
3. The Coordinator shall be liable without restriction according to the statutory provisions under applicable law (§ 15) for the Project Partner’s damages caused by Coordinator’s or its vicarious agents intentional or gross negligent conduct as well as for personal injury and for damages according to the German Product Liability Act. In all other aspects, Coordinator’s liability - irrespective of the legal grounds - shall be excluded unless otherwise stipulated in a guarantee assumed by Coordinator.
4. If Coordinator is held liable by the Funder for any breach of the provisions set forth in or applicable to the Funding Agreement without indicating which Project Partner is responsible for this liability, all other Project Partners (including the Project Partner) and Coordinator shall be jointly liable proportionally to their respective Share for any claim brought against Coordinator by the Funder, e.g. for overpayment of funds. The Project Partners shall then decide upon any further steps.

§ 14 – Indemnification

1. If Coordinator is held liable by the Funder for any breach of provisions set forth in the Funding Agreement or this Agreement clearly committed by the Project Partner, the Project Partner shall indemnify Coordinator and each of its directors from and against any claims, costs, damages, losses, liabilities, and expenses (including without limitation reasonable attorneys’ fees) relating to any claims, actions or proceedings against any of the aforesaid indemnified parties arising out of or related to the Project Partner’s infringement.
2. Coordinator may at its sole discretion decide whether to lead defense itself or ask the Project Partner to overtake such defense. Coordinator shall inform the Project Partner immediately about any such claim and cooperate to reasonable extent with the Project Partner.

§ 15 – Requirement of written form and severability clause

1. Changes and amendments to this Agreement will only be considered valid if documented in written form and signed by the Project Partner and Coordinator.
2. It is agreed between the Project Partner and Coordinator that the invalidity of any   
   (sub-)clause of this Agreement does not affect the validity of the contract in its entirety.

§ 15 – Place of execution, Applicable Law and Jurisdiction

1. Place of execution is Germany.
2. This Agreement shall be construed in accordance with and governed by the laws of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
3. All disputes directly arising under this Agreement which cannot be settled amicably, shall be subject to the jurisdiction of the competent court at Coordinator’s place of business. However, Coordinator may also take legal actions before the courts being competent according to the Funding Agreement, in particular, if such a legal action is or shall be related to legal actions initiated against or by the Funder.

For **Coordinator:** For **Project Partner:**

**[Name] [Name]**

(Managing Director) (Position)

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(Place, Date) (Place, Date)

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(legally binding signature and seal) (legally binding signature and seal)