



# Partnership Agreement for the project entitled "Football in Schools for Young Students - FIS-4-YES"

Grant Decision Nr. 612947-EPP-1-2019-1-LT-SPO-SSCP

#### Article 1.

#### **Definitions**

For the purposes of the present partnership agreement the following terms shall have the meanings assigned to them here:

- (a) Lead Partner: the project partner who takes the overall responsibility for the application and the implementation of the entire project (corresponds to **Talenty Futbolo Akademija** and is hereinafter referred to as "LP").
- (b) Project partner: all the other partners participating in the project and contributing to its implementation according to the project application form (hereinafter referred to as "PP").
- (c) Project participants: LP and PP.

#### Article 2.

## **Object of the Partnership Agreement**

(1) By the present Partnership Agreement, the Lead Partner and the other project partners shall define the rules of procedure for the work to be carried out and the relations that shall govern them within the transnational Partnership set up in order to implement the project entitled "Football in Schools for Young Students - FIS-4-YES" successfully and in compliance with the description of the project as set out in the project application form as well as with the conditions set out by the Grant Decision Nr. 612947-EPP-1-2019-1-LT-SPO-SSCP.

## Article 3.

#### **Duration of the Agreement**

This Partnership Agreement shall take effect on the date on which it is signed by all partners. It shall remain in force until the Lead Partner has discharged in full his obligations toward the European Commission.

## Article 4.

## **Obligations of the Lead Partner**

- (1) The LP shall be responsible for the overall coordination, management and implementation of the project. The LP assumes sole responsibility for the entire project towards the EACEA / European Commission.
- (2) In particular, the LP shall:
  - a) ensure timely commencement of the project and implementation of all activities in accordance with the time schedule of the project,
  - b) forward to the PP copies of official documents related to the project and keep the PP informed on a regular basis about all relevant communication between LP and the European Commission,
  - c) inform the project partners about all essential issues related to the project implementation without any delay,
  - d) prepare the project work plan setting out the tasks to be setting out the tasks to be undertaken as part of the project and the role of project partners in their implementation, and a project budget;
  - e) prepare of final reports, financial declarations, requests for payment, financial reports and application for budget or contract clause alterations;
  - f) fulfil any other tasks agreed with the project partners all obligations as set out in the grant decision.

# Article 5.

# **Obligations of the Project Partners**

- (1) Project partners are the organisations that are responsible for carrying out specific project activities in the manner and scope as indicated in the application form and the work plan;
- (2) The project partners respect all the rules and obligations set forth in the present agreement and the conditions set out by the Grant Decision;
- (3) They commit themselves to do everything in their power to contribute to the implementation of the project as set out in the project application form.
- (4) The project partners shall support the LP to fulfil its tasks according to the subsidy contract.
- (5) In particular, each PP shall:
  - a) ensure timely commencement and implementation of its project activities in accordance with the time schedule of the project,







- b) provide the LP without any delay with any information needed to coordinate and monitor the implementation of the project, for reporting purposes;
- c) inform the LP immediately about any circumstance that may adversely affect the implementation of the project in accordance with the project application,
- d) ensure timely reporting on its activities and costs in accordance with the time schedule of the project,
- e) ensure appropriate information and publicity measures under co-ordination of the LP

#### Article 6.

### **Specific Activities**

The work plan setting out a detailed description of key tasks, targets, timescales and the budget for each of the actions undertaken by the Lead Partner and the project partners shall be appended to the present Partnership Agreement.

#### Article 7.

## **Organisational Structure of the Partnership**

- (1) For the successful management and completion of the project a Project Steering Committee (hereinafter "PSC") shall be set up.
- (2) The Project Steering Committee shall be composed by competent representatives of all project participants and shall be chaired by the LP. It shall meet on a regular basis.
- (3) The Project Steering Committee shall:
  - (a) be responsible for monitoring the implementation of the project,
  - (b) be responsible for settlement of any disputes among project participants,
  - (c) have the possibility to set up sub-groups respectively workgroups to deal with specific tasks related to the project.

#### Article 8.

#### **Co-operation with Third Parties**

- (1) In case of cooperation with third parties including subcontractors, the project partner concerned shall remain solely responsible to the Lead Partner concerning compliance with its obligations as set out in this Partnership Agreement. The Lead Partner shall be informed by the project partner about the subject and party of any contract concluded with a third party.
- (2) No project partner shall have the right to transfer its rights and obligations under this Partnership Agreement without the prior consent of the other project participants and the responsible programme implementing bodies.
- (3) Co-operation with third parties including subcontractors shall be undertaken in accordance with procedures set out in EU public procurement directives.

# Article 9.

# **Project budget**

The Lead Partner is responsible for preparing the project budget setting out an estimate of eligible expenditure and funding shall be appended to the present Partnership Agreement.

## Article 10.

## **Payment Arrangements**

The following payments will be made to the project partners:

- One pre-financing payment;
- One payment of the balance, on the basis of the request(s) for payment of the balance.

# **Pre-financing**

Pre-financing is intended to provide the project partners with a float, up to 70% of the contribution assigned to the project partners.

The LP shall forward the UE funds to the project partners in accordance with the ANNEX 2 (Project budget per partner and pre-financing payments), within 30 days of the date when the partnership agreement between the LP and all other partners has been signed.

# Payment or recovery of the balance

Payment of the balance is made after the end of the action on the basis of the costs actually incurred by the project partners in carrying out the action. It may take the form of a recovery order where the total amount of earlier payments is greater than the amount of the contribution assigned to the project partners.





By the 30/06/2021, project partners shall submit a request for payment of the balance accompanied by the following documents:

- a final report on the implementation of the action;
- a final financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- a full summary statement of the receipts and expenditure of the action.

#### Article 11.

## Monitoring, Evaluation and Reporting

- (1) The Lead Partner has overall responsibility for monitoring the actions undertaken by the project partners on an ongoing basis.
- (2) The Lead Partner is responsible for submitting to the European Commission a final report shortly after the project comes to an end and before the final payment is received. These reports should provide details of the activities undertaken as part of the project, the progress/outcomes achieved against targets, expenditure incurred, an explanation for any variances against the work plan's targets for physical outputs and budget, and proposed corrective actions, and any other information deemed relevant.
- (3) Each project partner is required to present interim reports to the Lead Partner on expenditures and on the state of the art of project activities undertaken by the partner on:
  - 1) 31/12/2020 (first progress report)
  - 2) 30/06/2021 (final report)
- (4) Each project partner is obliged to supply the Lead Partner with all information that the latter deems necessary for the preparation of reports of any kind to the European Commission, payment requests and other specific documentation, as are requested by the European Commission;

#### Article 12.

#### **Communication and Publicity**

- (1) The project partners shall implement the communication and publicity measures in accordance with the project application and European Commission rules on information and publicity. They shall play an active role in any actions organised to disseminate the results of the project. Any public relations measure shall be co-ordinated by the Lead Partner.
- (2) Each project partner shall point out in the framework of any public relations measures that the project has received funding from the European Union.

# Article 13.

# Dissemination of project outcomes

(1) The Lead Partner and the other project partners shall take note of the fact that the results of the project may be made available to the public and they agree that the results of the project shall be available for all interested parties. They furthermore commit to playing an active role in any actions organised to capitalise on, disseminate and valorise the results of the project.

## Article 14.

# Modifications, Changes in the Project Partnership

- (1) Changes and amendments to the present partnership agreement shall be submitted for the approval of the project partners as represented in the Project Steering Committee, and become effective when signed by authorised representatives of all partners;
- (2) The Lead Partner and the project partners agree not withdraw from the project unless there are unavoidable reasons for it. If this were nonetheless to happen the Lead Partner and the project partners shall endeavour to cover the contribution of the withdrawing project partner, either by assuming their tasks or by asking one or more new partners to join the partnership.
- (3) In case of any disputes among themselves, the project partners are obliged to work towards an amicable settlement. Disputes will be referred to the Steering Committee. If efforts to achieve an amicable settlement should fail, the project partners are obliged to seek an out-of-court arbitration procedure.
- (4) Each and any legal disputes that may result from or in connection with this present Partnership Agreement, including such over the validity of this present Partnership Agreement itself and this arbitration clause, will be finally decided in accordance with the jurisdiction of the country where the Lead Partner is located.







#### Article 15.

## Non-execution of obligations and reimbursement

In the event of total or partial incompletion of the obligations of any of the project partners or in the event of material errors in the effective execution of project activities, with reference to the Grant Decision nr. 612947-EPP-1-2019-1-LT-SPO-SSCP and the project description attached in Annex (1) to this Partnership Agreement, each cosignatory member of the present Partnership Agreement undertakes to reimburse the Lead Partner any funds that have been unduly received, within the month following notification.

#### Article 16.

## **Project Data**

- (1) The project participants herewith agree that the lead partner is entitled to use the data which are contained in the project application form and which are acquired in the course of the project implementation and to convey these data to the organs and authorised representatives of the European Commission.
- (2) Furthermore, the project participants agree that their names and addresses, their activities in the project and the amount of EU co-funding received for that purpose may be used by the European Commission in the framework of information and publicity measures concerning the programme.

#### Article 17.

## Confidentiality

The project participants agree that any information that they obtain during the implementation of the project or communication with the programme bodies is confidential provided that the project participants or programme bodies explicitly request such.

#### Article 18.

### **Working Language**

The working language of the partnership shall be English. In case of a translation of this agreement into another language, the English version shall be the binding one.

# Article 19.

# **Legislation and Force Majeure**

- (1) This Partnership Agreement is governed by Lithuania Law, being the law of the country of the Lead Partner.
- (2) No party shall be held liable for not complying with obligations ensuing from this Partnership Agreement should the non-compliance be caused by force majeure.

# Article 20.

# **Concluding provisions**

(1) This present Partnership Agreement can only be changed by means of a written amendment that is signed by all project partners. Modifications to the project (work plan, budget, etc) that are approved by the Steering Committee shall be effective as alterations of this present Partnership Agreement, also without adherence to this formal requirement.





Written in in 5 original copies, on
Talentų Futbolo Akademija (Lithuania)
National Association Of Catholic Schools (Lithuania)
Sport and Thought, Football as Therapy (UK)
Club Deportivo Elemental Dragones de Lavapiés (Spain)
Sport and Cooperation Network Foundation – Red Deporte (Spain)





# **Annexes**

- (1) Project Work Plan
- (2) Project Budget and budget per partner
- (3) Bank account for payments and communications details of partners
- (4) Project Steering Committee





# ANNEX 1 – PROJECT WORKPLAN









# ANNEX 2 – PROJECT BUDGET PER PARTNER

Project title	Football in So	hools for	Young Student	s - FIS-4-YES															
Project nr.	612947-EPP-1	-2019-1-L	T-SPO-SSCP																
				Proje	ect Manage	ment			Transnatio	nal Meetin	gs		Other	costs	Description				
					Project					el and subs		(8	(80% of eligible costs, maximum up to 10K€) 12,500 euro of expenses			Grant requested	Payment cycle		
Partner	Role	Country	City	Unit cost	12-1	8-24	#meeting	#participa	(up to 1999 km)	#participa	unit cost >2000km	cost	:s	grant requested (80%	6)		Pre-financing December 2019	%	Balance payment September 2021 %
	Coordinator	Lithuania	-	500	18	9.000	4	8	575		4.0	_	2.750		(1)(2)(3)(4)	15.800	11.060	70%	4.740 30
Nacionaline Katalikiskuju Mokyklu	Partner	Lithuania	a Vilnius	250	18	4.500	4	8	575		4.0	00	2.750		(1)(2)(3)(4)	11.300	7.910	70%	3.390 30
Sport and Thought, Football as The	Partner	UK	London	250	18	4.500	4	. 8	575		4.0	00	1.500	1.200	(1)(2)(3)	10.300	7.210	70%	3.090 30
Club Deportivo Elemental Dragone	Partner	Spain	Madrid	250	18	4.500	4	. 8	575		4.0	00	2.750	2.200	(1)(2)(3)(4)	11.300	7.910	70%	3.390 30
Fundación Red Deporte y Coopera	Partner	Spain	Madrid	250	18	4.500	4	8	575		4.0	00	2.750	2.200	(1)(2)(3)(4)	11.300	7.910	70%	3.390 30
						-										-			
TOTAL						27.000					23.0	00	12.500	10.000		60.000	42.000	70%	
																			60.000
(4)	Cananahla	!		·									(350.00		-1				
(1)	Consumables	, project r	nerchanaising j	or project ac	uviues ana i	reiatea ever	its (worksiii	ops, tourne	ments, iocc	ii sport eve	nts, etc.) related to t	ctivities;	(250,00 euro x euc	ch partner organizatio	n)				
												c		d (					
			ee breaks, etc.)				ect meeting	s (e.g. nire	oj rooms, re	ent oj snutt	lie jor iocai transjer (	j particij	pants, catering an	d related services for s	SOCIUI				
, (2)	unner/luune	r ana cojj	cc breaks, etc./	, 500,00 Euro	per partite														
(3)	Conference fe	es and tro	avel costs for sp	eaker(s) , ex	pert in EU po	olicy in the f	field of sport	t/Erasmus+	programm	e, etc.) at p	project meetings; (75	),00 euro	o per partner x trai	nsnational project me	eting)				
	Ref WP3, Tas	ks 3.1/2/3,	/4: Organizing s	sport events i	related to 20	020 ESSD-EV	VOS: e.g. mi	ixed tourna	ments, gan	nes, exhibit	ion stands, sport vill	ge for c	lubs, associations,	etc. including insuran	ce costs,				
			nd other costs r								, , , , ,			<b>3</b> ····					









# ANNESX 3 - BANK ACCOUNT FOR PAYMENTS AND COMMUNICATIONS DETAILS OF PARTNERS









## **ANNESX 4 - PROJECT STEERING COMMITTEE**

Project title: "Football in Schools for Young Students - FIS-4-YES"

# **Project Steering Committee - Term Of Reference**

Grant Decision Nr. 612947-EPP-1-2019-1-LT-SPO-SSCP

## **Background**

For the successful management of the project partnership and completion of the project a Steering Committee (hereinafter "PSC") shall be set up. The PSC is mainly responsible for coordination, evaluation and monitoring, further planning and revision of the project.

The steering committee is composed by the project participants respectively the project managers of all project participants as specified below (each partner is entitled to nominate 1 individual as its representative to the PSC):

Member of PSC	Project partner	Contact-details mail/phone				
Virmantas Lemežis	Talentų Futbolo Akademija	virmantas@fkriteriai.lt				
Milda Matrosovienė	National Association Of Catholic Schools	kasociacija@gmail.com				
Daniel Smith	Sport and Thought, Football as Therapy	daniel@sportandthought.com				
Dolores Galindo	Club Deportivo Elemental Dragones de Lavapiés	dragonesdelavapies@gmail.com				
Carlos De Cárcer	Sport and Cooperation Network Foundation – Red	ccarcer@redeporte.org				
	Deporte					

The PSC will also be attended and served by external experts (external evaluator, experts).

#### Responsibilities of the Project Steering Committee: role and tasks

The role and tasks of the steering committee are the following:

- ensures the smooth implementation of the project and the coordination of partners
- oversees the management and completion of tasks and activities of each project partner, as foreseen in the project application and work plan;
- assures regular communication and engagement with all project partners;
- advises partners on appropriate and necessary country/local-level activities required for successfully implementation of the project;
- approves or reject changes to the project, to be submitted to the European Commission for approval;
- assesses reports on project progress and achievements;
- reviews and approves all project deliverables;
- makes decisions on the technical, administrative and financial management of the project,
- makes decisions on project monitoring and control, including the interim and final evaluation
- makes decisions on reallocations in the budget, settlement of any disputes among project participants
- makes decisions on the possibility to set up sub-groups respectively workgroups to deal with specific tasks related to the project
- (more tasks can be added by the project partnership if wished)

#### **Decision making process**

Decisions are taken by consensus.

# Frequency of meetings

The PSC will meet in person at least 3 times during the project, likely meetings will be associated with partners' meetings. Furthermore, it is expected that contacts will be assured on regular basis by email, telephone and videoconference

### Agenda and minutes

A package will be sent to members in advance the PSC meetings and it will include: the meeting agenda, minutes of previous meeting, progress report of the project, any other documents/information to be considered at the meeting.



