

**MODEL OF BILATERAL COLLABORATION AGREEMENT BETWEEN INSTITUTIONS FOR THE IMPLEMENTATION OF A EUROPEAN PROJECT**

COLLABORATION AGREEMENT FOR THE COOPERATION PROJECT [NAME OF PROJECT] BETWEEN [NAME OF THE FIRST INSTITUTION] AND THE PARTNER OF THE PROJECT [NAME OF THE SECOND INSTITUTION]

[Place], [day] [month] [year]

**PARTIES:**

**On the one hand,**

[Name and surnames], of legal age and with fiscal identification or passport number [ID/passport number] valid until [date] as representative of [Name of institution] as [post] and authorised to enter into this agreement by a delegated authority from the institution in favour of the representative which is attached as Annex [number of annex] to this agreement whose address is at [address], assisted by [Name and surnames] as [post] in [Name of institution], referred to in what follows as COORDINATOR.

**And on the other hand,**

[Name and surnames], of legal age and with fiscal identification or passport number [ID/passport number] valid until [date] as representative of [Name of institution] as [post] and authorised to enter into this agreement by a delegated authority from the institution in favour of the representative which is attached as Annex [number of annex] to this agreement whose address is at [address], assisted by [Name and surnames] as [position] in [Name of institution], duly represented by the COORDINATOR by virtue of the mandates given to him by means of a document dated (day / month / year) that is attached as Annex [annex number] to this contract, hereinafter the BENEFICIARY for the purposes of this agreement.

Both parties mutually acknowledging that the other has sufficient legal capacity and representation to sign this contract, and

**HAVE AGREED:**

- I. That they have participated in the preparation and they are in agreement with the project of [NAME OF THE FIRST INSTITUTION], headed by [CENTER OF ART LINKED TO THE FIRST INSTITUTION], titled: [TITLE OF THE PROJECT] and that will take place between [day] [month] [year] and [day] [month] [year].

It is constituted as a collaboration agreement between the two signatories, along with the following partners of the project [if there are]:

[Detail the data shown below for each of the participating partners, if any]

[NAME OF CENTRE/ASSOCIATION/INSTITUTION...]

Form of business organisation: [Association, Grouping, Non-profit-making body, Foundation...]

VAT/Tax Identification Number: [VAT/Tax Identification Number], valid until [date]

Address: [Full address: street, number, post code, town, country]

Chairman / Responsible person / representative: [Full name of Chairman / Responsible person / representative]

Identification number of Responsible person/representative: [Tax ID Number of the person] valid until [date] acting in his or her capacity as [capacity of person]

- II. That they are in agreement with the project presented in [entity where the project] was requested of the European Union, with a subsidy of [XX.XXX €].

[If applicable, other documents that reflect the previous and particular agreements of the project referred to and attached as an appendix to this agreement are described]

And with the conditions contained in the documents that establish the agreements of the joint project entitled [TITLE OF THE PROJECT]:

[Generic name of the document]: [document specific description]

Title or identification of the project: [project title and / or identification]

Between [NAME INSTITUTION 1], hereinafter [name used to refer] and [NAME INSTITUTION 2] from now on [name used to refer]

Signature: [day] [month] [year]

[If applicable, add more documents according to previous plans following the same previous structure]

- III. That they consider it necessary to establish a document of a bilateral agreement between the COORDINATOR and [NAME OF THE BENEFICIARY INSTITUTION] as a BENEFICIARY Partner of the project to establish specific agreements, [if there are more documents related to this agreement, add the following text: «to enlarge and give more details to the agreements reached previously»].
- IV. The COORDINATOR proposes a financial plan and the BENEFICIARY accepts it. The financial plan document is attached as an annex [annex number]. The BENEFICIARY and the COORDINATOR recognize it and commit to comply with it.
- V. Internal operating rules are used as a guide to define functions, roles and operational standards during the execution of the project, in order to organize the relationship between the partners, which are attached in the ANNEX [number Annex, in this document is ANNEX 2] of this agreement and that is subject to the approval of all the partners. This document lists the names of the people who assume the described functions, although in any circumstance, where appropriate, they can be replaced by new additions to the teams. In this case, any change in the people responsible for the duties and tasks of the project must be notified in writing to the coordination of the project.
- VI. **The BENEFICIARY signing declares, accepts and agrees:**

1. [Add, if there are documents in clause II of this contract:] That you have a copy of each of the documents [mention title of the documents] mentioned in clause II of this agreement, which have been sent by email and certified by email and physically delivered on paper at the meeting of the project held on [place] on / the [day] of / of [month] of [year]. And they are attached as an annex [annex number]
2. [Add if there are documents in clause II of this agreement:] That you accept each and every one of the conditions stipulated in the documents [mention titles of the documents] and signs this document to ratify them.
3. The BENEFICIARY undertakes to provide the COORDINATOR with any necessary document or information when required and as soon as possible after the request. Below is a list of the types of documentation required, understand that this list can be expanded to meet future needs and that the coordinator will explain to the BENEFICIARY [and to all partners, if any], in a formal and written way, and if applicable:
  - Document supporting the reception of capital transfers made by the COORDINATOR, which will register:
    - o The amount received
    - o The name of the bank account in which the payment was made
    - o The date of receipt of the transfer
    - o The expenses assigned to the amount transferred with the commitments of progress
  - It is expected to request three budgets and service proposals for each expense before making any hiring, in each case it will be necessary to request a proposal for a budget and a service proposal. The selection of the budget and the service proposal will be agreed upon by three members of the project management committee [project name], as long as it is general project services. As regards local services linked to each of the three organizations, three budgets must be requested and each partner can select the best option. In each case, this task will be the duty of three partners responsible for the action of the project that generates an expense. In case one of the previous persons is absent, their duties will be assumed by another member of the project management committee.
  - Copies of the invoices admitted, corresponding to the contracted services.
  - Monthly notification of the list of invoices paid.
  - A copy of each issued document, and all communications or presentations, including images of digital communications issued on behalf of the project. This material will be delivered in physical format and in digital format.
  - Full control sheets for monthly schedules of the complete team of the centers that are part of the project. It will depart from a model established for all members and must be filled every month from the beginning of the [month] [year] project. The supervisor of the hours of the members of the

coordinating team is [Name and Surname] [position]. The supervisor of the sheets of the schedules of the partners will be his legal representative.

- Checking of travel expenses (boarding passes, payments, invoices, etc.) and accommodation; the justification of the expenses can be done by means of a previous budget or by means of the presentation of invoices. If the second option is chosen, a letter signed by the recipient's representative must be attached, listing and justifying each expense. If the trip is made by car, a specific report on these expenses must be presented. Taxi expenses are only accepted if there is no public transport option; In this case, the legal representative of the beneficiary partner must justify the taxi expenses presenting an explanatory letter of the option and demonstrating the need to use this service.
  - Progress reports and events of the meetings held.
  - Information or certification of personnel and organizational changes that affect the project.
4. Archive the originals of each document mentioned above for a period of 5 years, that is, up to [day] of [of] [month] of [year], in two formats: digital and original on paper.
  5. In all documents, in the communication and correspondence related to the project [name of the project], it must state its reference [official reference of the project] and the logo of the project. The documents will be duly signed and dated by the member responsible for the BENEFICIARY partner and the other partners [if any].
  6. The BENEFICIARY [and each partner if any] will receive an economic transfer from the coordinator of [XX.XXX €]. This amount must be justified in three deliveries in equal parts during the two years of project duration, in accordance with the attached financial plan. [If this economic item is detailed in any of the attached documents mentioned in clause II of this agreement and that appear as an annex, reference should be made to the document].
  7. The BENEFICIARY undertakes to perform the duties and tasks assigned by mutual agreement with the COORDINATOR [and the partners if any] and that, in the case of the BENEFICIARY, they are:
    - To be part of the management committee of the project formed by a manager of each one of the partners. The steering committee will be chaired by the technical director of the COORDINATOR
    - Participate in [detail the participation in the actions that correspond to the BENEFICIARY within the project]
    - Manage the part of the budget that corresponds to [XX.XXX €]
    - Act as executing partner of the actions [detail the specific actions that will have to be executed]

- To be part of the jury for the selection of artistic projects with the right to vote, as each of the project partners [if the project has more partners]

[If this point VI.7 is detailed in any of the attached documents mentioned in clause II of this agreement and that appear as an annex, it is necessary to refer to the document]

8. The BENEFICIARY Partner undertakes to execute the corresponding part of the assigned budget, which amounts to [XX.XXX €], which imply a transfer of capital by the COORDINATOR, which will be made in three installments. [If this point VI.8 is detailed in any of the attached documents mentioned in clause II of this contract and that appear as an annex, reference should be made to the document]

- First payment: [month] of [year] - XX.XXX euros
- Second payment: [month] of [year] - XX.XXX euros
- Third payment: [month] of [year] - XX.XXX euros

The amounts paid by the COORDINATOR to the BENEFICIARY partner [or any project partner] in advance of the moment of signing this agreement will be deducted from these amounts.

The amounts paid by the BENEFICIARY partner that are not within its competence, but must be paid by the COORDINATOR member [or another partner, if any] will be added to these amounts.

9. The BENEFICIARY will justify all expenses incurred up to the date of the justification in three instalments. The amount not spent and retained for future payments according to the budget must be indicated. The BENEFICIARY will transfer the documents required in accordance with the justification schedule included in the financing plan, which is shown below: [If this point VI.9 is detailed in any of the attached documents mentioned in clause II of this agreement and which appear as an annex must be referenced in the document]

- First period: justification before [day] of / of [month] of [year] of [XX.XXX euros]
- Second period: justification before [day] of / of [month] of [year] of [XX.XXX euros]
- Third period: justification before [day] of / of [month] of [year] of [XX.XXX euros]

10. In order to carry out a strict control of the budget, the capital received for the execution of the project must be devoted solely and exclusively to the actions contemplated therein, so that, in case of inspection or audit, Show that it is possible to verify the nature of the expenses in relation to the remaining available capital, corresponding to the funds received.

11. Not act in situations of conflict of interest and act in accordance with the law and ethics of the professional practice required in all cases, and especially in the administration of public money.

**VII. The COORDINATOR declares, accepts and undertakes:**

1. Prepare, draft and execute the financial plan, in accordance with the beneficiary partner [and all partners]. The financial plan attached as an Annex [annex number] determines the calendar of payments of the amounts that the member must receive in three periods [and the rest of the partners, if any], corresponding to the three deadlines for receiving the members amounts and the three periods for the execution of the shares. The beneficiary [and the other partners] must accept this financial plan in writing. [The financial plan of the project must be attached as an annex]
2. Supervise the capital assigned to the BENEFICIARY partner, verifying, where appropriate, that the transferred capital is assigned solely and exclusively to the execution of the project and to the actions envisaged in the project, so that, in the case of the detection of, irregularities, will be immediately informed of the project management and the technical director appointed by the European Commission.
3. With regard to the capital that manages as an administrator, it undertakes to make adequate use of the capital and carry out a financial and accounting audit required by the European Commission, by contracting an external audit and, if applicable, undergo a possible inspection by the Commission of the European Union. In all of the above cases, it must be able to demonstrate that the nature of the expenses that may arise in relation to the available or assigned capital corresponding to the capital received can be verified.
4. Once the amounts assigned to the BENEFICIARY partner [and other partners] are transferred to the execution of the project, [the name of the institution], the COORDINATOR will not be responsible for the financial obligations of the BENEFICIARY partner [and partners, in the event that there is] in case of non-compliance with financial obligations during the execution of the project.
5. [Name of the institution], will not assume any responsibility for the conflicts of interest and for the lack of ethics that the associated members incur, the breach of the rules mentioned in the project or its breach of the norms and laws in force in each country and in relation to belonging to the European Union.
6. Do not act in situations of conflict of interest and act in accordance with the law and ethics of the professional practice required in all cases, and especially in the administration of public money.
7. Manage and safeguard the personal data produced by the project.
8. Carry out the balances and compensation of the payments of expenses between the partners and guarantee the maximum clarity, balance and suitability of the project executed with respect to the planned project.

9. Transfer the instructions and models of documents that the European Commission provides to the partners.

**VIII.** A representative of each party will guarantee the proper fulfilment of this agreement.

**IX.** The working language is English. If you translate this document into other languages, the English version will be binding.

**X. Notifications**

Any notification that the parties have to make in relation to this contract must be in writing.

The parties must be notified of any change of address or email address that occurs during the term of this contract.

**XI. Data protection**

The ARTIST'S personal data shall be included in the files of the [NAME OF INSTITUTION] and of [NAME OF THE ENTITY] solely for [define the purpose]. They will not be communicated to third parties nor will they be used for any other purpose.

In compliance with the (EU) 2016/679 General Data Protection Regulations, the artist may exercise his/her right of access, rectification, deletion and opposition by sending an email to [address of the centre/entity/e-mail of the centre/entity], enclosing a photocopy of the identity document [DNI, NIE or passport] for the verification of his/her identity.

**XII. Confidentiality**

The project partners accept that the information obtained during the execution of the project is confidential.

**XIII. Term**

The contract shall enter into force upon the signing thereof and until [day] [month] [year] and will last until [number of months] months after the end of the project, specifically, until [day] [month] [year], although it is expressly recognized that the partners and the coordinator must keep the documentation file for five years after the project justification and, as a very late, until [day] [month] [year].

**XIV. Applicable law and conflict resolution**

1. Modifications, withdrawals and disputes:

a) Any modification of this collaboration agreement must be established in an addendum, which must be accepted by all the partners.

b) All the partners agree not to withdraw from the project, except for reasons of force majeure. The withdrawal of a member will require the consultation of all the

partners, the evaluation of the future viability of the project and the consultation with the European Commission in this regard. If the extreme decision to suspend the project is taken, the capital not executed must be returned to the main partner and the European Commission must be consulted in regard to the executed capital. In this case, the partners jointly assume the consequences, including the partner that caused the withdrawal.

2. Failure to comply with obligations and returns:

In the event of total or partial non-fulfilment of the obligations on the part of any project partner or in the event of errors in the effective execution of the activities of the project, each partner must return to the principal partner the amount that has not been duly received or used.

3. Modifications:

This collaboration agreement can only be modified by means of a written amendment signed by all the partners of the project. The modifications to the project (work program, budget, etc.) approved by the European Commission and agreed by the partners are detailed and signed in the annex [annex number] of this collaboration agreement.

4. Disputes, conflict mediation and competent courts:

This contract is celebrated under the legal order of the country of origin of the contract that will govern any aspect not provided for in the previous clauses. If differences in interpretation or fulfilment arise during the term, the parties will resolve them by common agreement of their interests and, in case there is a continuing controversy, they will be submitted to the management committee of the project in the first instance or, in Extreme case, directly and exclusively to the person responsible for the technical management of the project and, in the second and last instance, will be communicated to the [NAME OF THE INSTITUTION RESPONSIBLE FOR THE SUBSIDIZATION] of the European Commission.

If none of the foregoing did not resolve the conflicts, both parties accept the jurisdiction of the judges and courts of the city of origin of the contract with express resignation to any jurisdiction that may correspond to them.

In witness whereof, the parties sign the present contract in duplicate on the date and in the place stated.

FOR THE COORDINATOR  
[NAME AND SURNAME OF REPRESENTATIVE]  
[CHARGE]  
[INSTITUTION OF THE COORDINATOR]  
[SIGNATURE]

For the BENEFICIARY:  
[NAME AND SURNAME OF REPRESENTATIVE]  
[CHARGE]  
[INSTITUTION OF THE BENEFICIARY]



[official logos: project, organising centre...]

[SIGNATURE]

In [place] on [day] [month] [year]

## **ANNEX**

[You can include as many annexes as necessary to complement the agreement]

ANNEX 1. FINANCIAL PLAN [attach the detailed financial plan]

ANNEX 2. Internal operating rules

### 1. Secretary's work

The work of the secretariat of the project corresponds to: [Name and Surname], which is at the service of the project management unit and of all the partners.

### 2. Internal correspondence and archive

The secretary of the project [Name and Surname] must be copied to all internal correspondence.

The communication of each action of the project will be internal, among the members of the management of each commission. Only in cases where it is necessary to obtain the agreement of all the partners, will be notified to the project management.

The person in charge of each commission undertakes to prepare a monthly record of the operation of the commission, informing about the progress of the action. The previous report will be sent to the management committee and each one of the members of this committee will transmit it to the members of its team.

All the documentation of the project and the monitoring reports described above will be presented in the internal communication system created in [name of the internal project management platform, if any].

Any document or important information incorporated in [name of the internal project management platform] will be sent by email to those responsible for each of the committees and the committee directly interested in the information contained in the documentation to keep them informed and to notify - the incorporation of new information.

### 3. Organization

The organization of the project envisages a democratic and transparent functioning among the partners. To ensure greater efficiency in the execution of [actions / interventions / operations...] that contemplates the project, teams / commissions have been organized, responsible for each of the aforementioned [actions / interventions / operations...].

The participation in each of the teams / commissions described will be done through an assembly and will be carried out democratically, taking decisions by majority. The chairmen of the teams / commissions have the duty to direct the [action / intervention / operation...] entrusted and duly inform the management committee that has been established for this purpose.

[If you are contemplating partners in the project] The organization foresees the participation of each one of the partners in all the projects, creating international

teams, but at the same time, it is expected that each partner assumes, or that it is part, at least, of a management team of one of the [actions / interventions / operations ...], so that the personnel charges, [actions / interventions / operations ...] and the tasks derived therefrom are evenly divided . Therefore, the necessary work committees have been defined for the correct implementation of the project, together with the degree of involvement of each of the partners in each action and the dynamics of work online and in situ.

In addition, the work teams / committees, the duties and the people to whom each one of them entrust the necessary attention is detailed next:

The beneficiary partners and the principal partner will develop a document to assign functions to persons responsible for specific tasks and duties, in order to provide internal information to the partners. Any change in the organizational or personal chart will be announced, so that the document on people responsible for tasks and functions can be updated constantly and that all partners know the people responsible for each task and duty. [If this point is detailed in a separate document and is presented as an annex, the reference document will be mentioned].

Equipment / committees / committees detail:

[This structure will be followed:]

[Name of the action / intervention / operation...]

[Brief description of the action / intervention / operation... including the name of the institution that chairs the action / intervention / operation, the number of participating partners and the number of expert partners]

President and member: [Name of the institution that chairs the teams / committees / committees]

Members: [Name of the member institutions]

They also participate: [Name of the member institutions]

[The detailed data will be added following the previous example for all the actions / interventions / operations ... of the project]

In addition, there will be two teams / committees / management committees, one for management and the other for administrative and financial control.

### 3.1. Teams / commissions / management committees

It will be integrated by the technical director of each of the associated members, appointed by the people responsible for the participating institutions. Homework:

- Approval of the models of agreement and contract
- Approve the financial plan
- Resolve internal conflicts between the partners
- Resolve the problems that arise in relation to [actions / interventions / operations...] and execution of the project
- Approve the modifications and modifications of the agreements, contracts, calendar, financial plan and internal rules of procedure.
- To be an intermediary between the parties, to resolve conflicts and questions that are presented to the management
- 

The Team / commission / administrative and financial control committee

[official logos: project, organising centre...]

President and member: [Name of the institution that chairs the teams / committees / committees] Secretariat and administration work: [Name of the institution and / or institutions]