**Cooperation Agreement between sending institution and host organisation
 for the implementation of the initiative as part of the undertaking ["title of the undertaking"] number: [undertaking number] carried out as part of the Transnational mobility of pupils project funded by the European Social Fund** **within the framework of the Operational Programme Knowledge Education Development**

[This model template contains **minimum requirements** to be met by a cooperation agreement between sending institution and host organisation. It can be adapted to the needs of sending organisation]

**Yellow marking** - fragment to be removed/edited/supplemented/chosen

The agreement to be signed by the institutions should not contain any yellow markings]

**Article 1.**

**Information on transnational cooperation partners**

**Sending organisation:**

|  |
| --- |
| Name of sending school |
| Street and building number | Postal code |
| Locality  | Country  |
| Telephone/fax number:  | e-mail:  |
| website: |

hereinafter referred to as the "Leader", represented by:

|  |
| --- |
| [name and surname of sending organisation's head teacher or other legal representative authorised to sign the agreement] |

and

**host institution:**

|  |
| --- |
| Name of host school |
| Street and building number | Postal code |
| Locality  | Country  |
| Telephone/fax number:  | e-mail:  |
| website: |

hereinafter referred to as the "Partner", represented by:

|  |
| --- |
| [name and surname of host organisation's head teacher or other legal representative authorised to sign the agreement] |

hereinafterjointly referred to as the Parties. Whereas the Parties intend to implement an initiative as part of **[title of the undertaking]**, hereinafter referred to as the initiative, a Cooperation Agreement has been concluded between the sending institution and the host organisation, hereinafter referred to as 'the Agreement”:

Annexes:

 Annex 1. Model template for pupils mobility scheme

 Annex 2. Model template of daily report from host institution on the implementation of mobility scheme

**Article 2.**

**Subject matter and duration of the Agreement**

1. The Agreement aims to regulate mutual rights and obligations of the Parties in relation to the implementation of the initiative as part of **("title of undertaking**"), carried out under the  **Transnational mobility of pupils** project.
2. The initiative referred to in section 1 is funded by the European Social Fund within the framework of the Operational Programme Knowledge Education Development.
3. The deadline for implementing the initiative is set from the date of signing the Agreement by the second Party to [dd.mm.yyyyy].

**Article 3.**

**Description of mobility and deadline for its completion**

1. A group of [number] pupils accompanied by [number] teacher (s) will take part in mobility taking place [from dd.mm.yyyy to dd.mm.yyyyy]
2. The main purpose of mobility specified in section 1 above will be ................... [to be completed by the school].
3. Specific objectives of mobility as set out in section 1 are as follows:
* ………………… [to be completed by the school];
* ………………… [to be completed by the school];
* ………………… [to be completed by the school].
1. During mobility, pupils will carry out a series of meetings with host school pupils .
2. During mobility, pupils from Poland will take part in formal and non-formal activities.

**Article 4.**

**Rights and obligations of the Parties**

1. Under the Agreement, the Parties undertake to cooperate on the implementation and attainment of the objectives of the initiative.
2. The Parties undertake to jointly develop a detailed scheme for pupils’’ stay, -divided into individual days of mobility, in accordance with the template set out in Annex 1.
3. The Leader is obliged to complete the following activities:
4. [to be completed by the school];
5. [to be completed by the school];
6. [to be completed by the school].
7. The Partner is obliged to complete the following activities:
8. drawing up daily reports describing the scope and type of support provided to participants during transnational mobility, as confirmed by a legible signature of an authorised representative of the institution;
9. [to be completed by the school];
10. [to be completed by the school].

**Article 5.**

**Scope and form of individual Parties’ participation in the initiative**

1. The Leader is the institution responsible for proper content-related and financial implementation of the initiative.
2. The Leader is responsible for the settlement of the initiative with the Foundation for the Development of the Education System, which distributes financial support from the European Social Fund as part of the Operational Programme Knowledge Education Development.
3. The Partner of the initiative will take part in proper content-related implementation of the initiative as set out in Article 4. Rights and obligations of the Parties.
4. The Leader undertakes to contact the Partner on an ongoing basis in order to agree on joint activities as stipulated in Article 4.Rights and obligations of the Parties.

**Article 6.**

**Management of transnational cooperation**

1. The Leader and the Partner will communicate by e-mail or by phone. However, issues concerning financial arrangements will be discussed by e-mail only.
2. The contact person for the Leader: [full name, e-mail, telephone number].
3. The contact person for the Partner: [name, e-mail, telephone number].
4. If the Leader and the Partner need to contact each other by any other means than e-mail or telephone, letters will be used. The Parties will use the following addresses for correspondence:
5. Sending organisation: [to be completed by the school].
6. Host institution: [to be completed by the school].

**Article 7.**

**Financial support for the host institution**

1. A daily unit rate for the host institution’s support provided to one group of mobility participants amounts to PLN...........
2. The financial support provided to the Partner for completing mobility covers ... days and amounts to a total of PLN ....... (amount of financial support provided to the Partner shall be established by multiplying the total number of days of participants’stay by daily unit rate specified in section 1.
3. The Leader will transfer the financial support specified in section 2 to the Partner converted into the currency of the Partner's country at the Leader's bank’s currency conversion rate as at the day of the bank transfer, about which it will inform the Partner via e-mail within 7 days from the transfer date, at the latest.
4. The funds transferred to the Partner must be used for comprehensive provision of content-related staff supporting proper implementation of mobility scheme at the host institution in the Partner country.
5. The Leader is responsible for transferring funds to the Partner.
6. The funds will be transferred to the Partner within ... days from the date of signing the Agreement by the second Party, but not later than on the day of starting the mobility period. The transfer will be effected to the Partner's bank account number:

 …………………………………………………………………………………….., IBAN/SWIFT code: …………...

 or in cash against written acknowledgement of receipt by ................................... (a representative of the Partner, the person referred to in Article 1).

 Within the deadline specified in the preceding sentence, the Partner will receive payment amounting to 100% of the total amount specified in Article 7 section 2.

1. The Partner will be required to submit to the Leader a Daily report from the host institution on the implementation of the mobility scheme drawn up in accordance with thetemple set out in Annex 2, which describes the theme of actions, the objectives pursued and the method of implementation of mobility activities. The report and the Cooperation Agreement between sending institution and host organisation bearing signatures of the Parties will form the documents indispensable for the settlement of financial support for the host institution.
2. The Partner hereby testifies that it has not received any other funding from European Community funds assigned to cover identical costs of the initiative specified in the Agreement.

**Article 8.**

**Procedure to be followed in the case of infringement or non-performance of the Agreement by the Parties**

1. The Parties may agree to terminate the Agreement if circumstances arise for which the Parties are not accountable and which prevent them from the performance of the Agreement.
2. The Agreement may be terminated effective immediately in the event of a gross violation of obligations of the Parties as stipulated in Article4.Rights and obligations of the Parties.
3. The Parties will make best efforts to resolve amicably any disputes resulting from the performance of the Agreement. If the Parties fail to reach an agreement, disputes related to the performance of the Agreement will be settled by a court having jurisdiction over the Leader's registered office.

**Article 9.**

**Legal liability**

As far as legal liability is concerned, the provisions of the Civil Code and other relevantprovisions of Polish law shall apply.

**Article 10.**

**Procedure for amending the contents of the Agreement**

1. Any amendment to the Agreement shall be made in writing, otherwise being null and void.
2. Any doubts related to the performance of the Agreements will be clarified in writing; however e-mail correspondence with acknowledgement of receipt by the addressee is acceptable.

**Article 11.**

**Miscellaneous provisions ( additional provisions)**

1. The Agreement shall enter into force on the date of signing it by the second Party.
2. This Agreement has been made in duplicate, one copy for each Party.

**Article 12.**

**Signatures of the Parties**

**Sending organisation:**

|  |  |  |
| --- | --- | --- |
| Date: |  | Stamp of the sending organisation |
|  |  |  |
| Name, surname and position of the person authorised to take decisions binding on the sending organisation |  |
|  |  |
| Signature: |  |
|  |  |

**Host institution**

|  |  |  |
| --- | --- | --- |
| Date: |  | Stamp of the host institution |
|  |  |  |
| Name, surname and position of the person authorised to take decisions binding on the host organisation |  |
|  |  |
| Signature: |  |
|  |  |