

## Model Agreement between Lead Partners and partners of an INTERREG IVC project (Partnership Agreement)<sup>1</sup>

Having regard to

Council Regulation (EC) No 1080/2006 of 5 July 2006, amended by Regulation (EC) 397/2009 of 6 May 2009 (OJ L 126, 21.5.2009, p. 3), Article 20 (1) (a) on the European Regional Development Fund,

the Programme Manual, Section 4.1.2 “The Partnership Agreement”, whereupon partners in an project funded under INTERREG IVC have to conclude an agreement concerning their mutual financial and legal responsibilities, including the functions and responsibilities of the Lead Partner,

the Subsidy Contract signed between the Managing Authority and the Lead Partner, Section 4

for the implementation of the INTERREG IVC project ..... [index and title of the project], approved by the INTERREG IVC Monitoring Committee - on ..... [date] in ..... [place] the following agreement shall be made between the following partners:

### LEAD PARTNER

1. [Name & Address]

Represented by:

Approved Lead Partner budget: € \_\_\_\_\_

Amount of co-financing (*if applicable*) : € \_\_\_\_\_

### PROJECT PARTNERS

2. [Name & Address]

Represented by:

Approved partner budget: € \_\_\_\_\_

Amount of co-financing (*if applicable*): € \_\_\_\_\_

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<sup>1</sup> This document serves as an example only. It must be negotiated between partners and tailored to the partnership's individual needs. There is no guarantee and no liability for completeness, correctness, up-to-dateness and full compatibility with EU and national law.

3. [Name & Address]

Represented by:

Approved partner budget: € \_\_\_\_\_

Amount of co-financing (*if applicable*): € \_\_\_\_\_

4. [Name & Address]

Represented by:

Approved partner budget: € \_\_\_\_\_

Amount of co-financing (*if applicable*): € \_\_\_\_\_

[Please add partners if needed]

*Article 1*

**Subject of the agreement**

1. Subject of this agreement is the organisation of a partnership in order to implement the INTERREG IVC project ..... [index and title of the project] as indicated in the annexes. The annexes comprise.
  - the latest version of the application form approved by the INTERREG IVC Monitoring Committee including enclosures (Annex I),
  - the Subsidy Contract between the Managing Authority of the "INTERREG IVC" Operational Programme and the Lead Partner dated ..... [date] (Annex II),
  - Budget by budget line, by component and by partner (Annex III),
2. The annexes - including all provisions they are based on and refer to - are considered to be an integral part of this agreement.
3. This agreement will enter into force from ..... [date of approval decision made by the Monitoring Committee] onward.

## *Article 2*

### **Partners to the agreement**

1. The Lead Partner is responsible for the management, communication, implementation and co-ordination of activities among the related partners as it is described in the Programme Manual Section 2.3.4 "The Lead Partner", and in the Subsidy Contract Article 5. "Representation of partners, liability"
2. Project partners are the organisations responsible for carrying out specific project activities in the manner and scope as indicated in the approved application form.
3. To be eligible as project partner under INTERREG IVC, the partner has to have a legal status that is in line with the definition given in the INTERREG IVC Operational Programme and in the latest version of the Programme Manual Section 2.3.3.

## *Article 3*

### **Obligations**

#### *General provisions*

1. The Lead Partner and the partners commit themselves in doing everything in their power to support the implementation of the project as defined in § 1 in compliance with EU, national legislation and the Subsidy Contract.

#### *Obligation and duties of the Lead Partner*

The Lead Partner shall fulfil all obligations arising from the Subsidy Contract and the approved application.

- the Lead Partner shall appoint a coordinator qualified in European project management and who shall accept the operational responsibility for the implementation of the overall project and
- appoint a Financial Manager responsible for the accounts, financial reporting, the internal handling of ERDF/NORWEGIAN funds and national co-financing
- start and implement the project according to the descriptions of individual components approved by the Monitoring Committee
- draw up and present progress reports twice a year comprising activity reports and audited financial reports to the Joint Technical Secretariat of the "INTERREG IVC" programme, as well as the final report as it is defined in the Subsidy Contract
- request and receive payments from the Managing Authority / Certifying Authority of the "INTERREG IVC" programme
- transfer in compliance with the amounts reported in the progress report the devoted part for each partner as soon as they have received payment from the Managing / Certifying Authority

- ensure an efficient internal management and control system i.e.:
  - a) manage and verify appropriate expenditures of the subsidy awarded
  - b) carry out the project's overall accounting
  - c) communicate with the INTERREG IVC programme bodies, particularly – the Managing Authority/Joint Technical Secretariat, Certifying Authority and Audit Authority
  - d) react promptly to any request by the bodies implementing the "INTERREG IVC" programme
  - e) notify its partners immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the project
- retain at all times for audit purposes all files, documents and data about the part of the project for which it is responsible on customary data storage media in a safe and orderly manner for a minimum period of 3 years after the payment of the final balance by the European Commission to the Interreg IVC programme. This balance will only be transferred in an as yet unspecified period of time after 2015; other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected
- conserve all documents required for the audit, provide necessary information and give access to its business premises
- provide the independent assessors carrying out the INTERREG IVC project programme evaluation any document or information necessary to assist with the evaluation

#### *Obligations and duties of the partners*

Each partner shall accept the following duties and obligations:

- appoint a Project Leader for the parts of the project for which it is responsible and give the Project Leader the authority to represent the partner in the project
- implement the part of the project for which it is responsible in due time according to the descriptions of individual components (Application Form, Annex 3) approved by the Monitoring Committee
- support the Lead Partner in drawing up progress reports and the final report by providing the required data on time. In particular all partners shall submit twice a year a financial report of their expenditures on [DATE] and [DATE] in respect of the Lead Partner's obligation to submit the progress report to the JTS on 1 October and 1 April
- notify the Lead Partner immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the project
- produce all documents required for audit purposes, especially provide necessary information and give access to its business premises to all relevant authorised audit bodies

- retain at all times for audit purposes all files, documents and data about the part of the project for which it is responsible on customary data storage media in a safe and orderly manner for a minimum period of 3 years after the payment of the final balance by the European Commission to the Interreg IVC programme. This balance will only be transferred in an as yet unspecified period of time after 2015, Other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected
- provide the independent assessors carrying out the INTERREG IVC project evaluation with any document or information necessary to assist with the evaluation
- respect all rules and obligations laid down in the Subsidy Contract and the co-financing statement each partner has signed for the application
- react promptly to any request by the INTERREG IVC programme bodies - the Managing Authority/Joint Technical Secretariat, Certifying Authority and Audit Authority

#### *Article 4* **Liability**

1. Each partner, including the Lead Partner, shall be liable to the other partners and shall indemnify and hold harmless such other partners for and against any liabilities, damages and costs resulting from the non-compliance of its duties and obligations as set forth in this agreement and its annexes.
2. No party shall be held liable for not complying with obligations ensuing from this agreement in case of *force majeure*. In such a case, the partner involved must announce this immediately in writing to the other partners of the project.

#### *Article 5* **Budget details and Payment Forecast by Partner**

1. The Lead Partner is the sole responsible party to the INTERREG IVC Managing Authority and Monitoring Committee for the budgetary and financial management of the project. The Lead Partner shall be responsible for the realisation and the transfer of payment claims to its partners as well as for an application for reallocation between budget components by the partner as defined in the Subsidy Contract Section 2.2. For each financial report, following the payment of programme funds to the Lead Partner, the Lead partner shall transfer immediately the sums assigned to each partner. No deduction, retention or further specific charge shall be made.
2. The Lead Partner must ensure the correctness of the accounting and financial reports and documents drawn up by the partners. The Lead Partner may request further information, documentation and evidence from the partners to that effect.
3. Each partner shall be held responsible for its budget up to the amount as to which the partner participates in the project and pledges to release its part of the co-funding.
4. The project partners commit themselves to respect the budget by budget line and component and payment forecast by partner according to the table in Annex III of this Agreement.

5. Each partner commits to keeping separate accounting system solely used for the project as defined in § 1. The accounts shall provide for registration in Euros (EUR; €) of total expenses (expenditure) and of the return (income) related to the project.

Accounting reports or other documents, including copies of all background documentation (invoices, documents related to tender, bank statements, etc.) shall be submitted to the Lead Partner or to the body appointed to that effect, in accordance with the schedule and requirements stipulated by the Lead Partner. In accordance with Article 4 of the Subsidy Contract, only expenditure paid and borne by organisations listed as partners in the approved latest version of the Application Form are eligible to ERDF and Norwegian co-financing. The only exception concerns the expenditure of participants in sub-projects of mini-programme which will be included in the expenditure of the main partner on whose territory the sub-project participant is located.

For partners located outside the EURO-zone, the Lead Partner and the partners agree on the following option for the conversion of project expenditure in accordance with the 4.3.3. of the Programme Manual:

*[Choose one of the following options for the whole partnership:*

- *The market exchange rate of the day the invoice was paid is used.*
- *The market exchange rate of the last day of the reporting period is used.*
- *The average monthly exchange rate set by the Commission of the month the invoice was paid is used.*
- *The average monthly exchange rate set by the Commission of the last month of the reporting period is used. They are published on:*  
<http://ec.europa.eu/budget/infocentre/index.cfm?Language=en>. ]

6. In default of evidence or in the event of non-fulfilment of the rules concerning eligibility of expenditure, the Lead Partner shall ask the partners to redraft the submitted financial documents. In case of repeated non-fulfilment, the Lead Partner shall be entitled to deny the expenditure declared by a partner. In that case, the Lead Partner is obliged to inform the partner concerned on the denial of the expenditure declared and the motivation thereto; also, the Managing Authority/Joint Technical Secretariat of the "INTERREG IVC" programme shall be informed.

7. Common Costs *[optional]*

In case partners decide to share costs within the partnership, the following procedure will be applied (in accordance with 4.3.3 of the Programme Manual and national requirements):

*[Description of procedure]*

#### *Article 6*

### **Modification of the work plan and budget reallocation**

1. Before applying for reallocation of total costs as stated in the approved application form from one budget line, component and/or partner to another in accordance with the Subsidy Contract section 2.2, as stated in the approved application form, the Lead Partner shall obtain the approval of its partners. The Lead Partner may set up a deadline for the partners for the approval of these modifications so that beyond the given deadline if no communication received, the modification is considered to be approved by the partners.
2. Any request for amendment of the Subsidy Contract presented by the Lead Partner to the Managing Authority / Joint Technical Secretariat of the "INTERREG IVC" programme shall be authorised by the partners of the project beforehand.

#### *Article 7*

### **Reports**

1. Each partner commits to providing the Lead Partner with the information needed to draw up progress reports and other specific documents required by the Managing Authority / Joint Technical Secretariat of the "INTERREG IVC" or other bodies implementing the programme. The reporting periods as laid down in the Subsidy Contract, the reporting deadlines as agreed with the Lead partner as well as instructions in the reporting forms shall be observed.
2. The Lead Partner shall systematically send each partner copies of the progress reports submitted to the Managing Authority / Joint Technical Secretariat of the "INTERREG IVC" programme and keep the partners informed on a regular basis of all relevant communication with the bodies implementing the programme.
3. The partners are obliged to have their reports to the Lead Partner certified by a controller in compliance with the country specific control requirements as indicated on the INTERREG IVC website. The partners have to submit their report including the control confirmation to the Lead partner.

#### *Article 8*

### **Information and publicity measures**

1. The Lead Partner and the partners will implement jointly a communication and dissemination plan that ensures adequate promotion of the project and its results towards potential beneficiaries, project stakeholders and the general public.
2. Any information and publicity measures aimed at beneficiaries, potential beneficiaries and the public must specify that the project has received a subsidy from the programme funds as defined in Article 1(1) within the framework of the INTERREG IVC programme. Provisions of Commission Regulation (EC) No 1828/2006 of 27 December 2006, amended by Regulation (EC) 846/2009 of 1 September 2009 (OJ L 250, 23.9.2009, p. 1), Section II, Section 1 (in particular articles 8 and 9) relating to information and publicity measures concerning assistance from the Structural Funds and the Managing Authority / Joint Technical Secretariat guidelines as provided in the latest version of the programme manual and on the website must be observed.



3. Furthermore, it must be clearly stated that the project has been co-financed by ERDF/Norwegian Fund through the INTERREG IVC Programme in addition to using the European flag and programme logo and slogan.
4. The partners agree that the Managing Authority / Joint Technical Secretariat shall be authorised in the framework of the "INTERREG IVC" programme to publish in whatever form and by whatever media, including the internet, the following information:
  - the name of the Lead Partner and its partners
  - the purpose of the subsidy
  - the amount granted and the proportion of the total cost of the project accounted for by the funding
  - the geographical location of the project
  - progress reports including the final report
  - whether and how the project has previously been publicised
5. The partners agree to send three (3) copies of the main publicity and information material produced to the Joint Technical Secretariat. The partners furthermore authorise the Joint Technical Secretariat, Managing Authority and the European Commission to use this material to showcase how the subsidy is used.
6. The partners agree that any information, media appearance, or other publicity of the project shall be communicated to the Joint Technical Secretariat for potential website updates or showcases.
7. The partners shall ensure that at least one member of the Joint Technical Secretariat will be invited to present the programme during the project's final conference or other closing event.
8. The partners shall endeavour to appoint a permanent contact for information and publicity purposes.

*Article 9*  
**Confidentiality**

1. Although the nature of the implementation of the project is public, part of the information exchanged in the context of its implementation between the programme bodies - partners and the Lead Partner; the Lead Partner and the Managing Authority/Monitoring Committee/Audit Authority can be confidential. Only documents and other elements explicitly provided with the statement "confidential" shall be regarded as such.
2. The Lead Partner and the partners commit to taking measures to ensure that all staff members carrying out the work respect the confidential nature of this information, and do not disseminate it, pass it on to third parties or use it without prior written consent of the Lead Partner and the partner institution that provided the information.



*Article 10*

**Cooperation with third parties, delegation and outsourcing**

1. In the event of cooperation with third parties, of the delegation of part of the activities or of outsourcing, the partners shall remain the sole responsible parties to the Lead Partner and through the latter to the bodies implementing the programme concerning compliance with their obligations by virtue of the conditions set forth in this agreement including its annexes.
2. The Lead Partner shall be informed by the partners about the subject and party of any contract concluded with a third party.
3. For the outsourcing of activities co-financed under INTERREG IVC, the Lead Partner and the partners shall comply with the European and national public procurement rules.

*Article 11*

**Assignment, legal succession**

1. Neither the Lead Partner nor the partners are allowed to assign their duties and rights under this agreement without the prior consent of the other parties to this agreement.

The parties to this agreement are aware of the provisions of the Subsidy Contract whereupon the Lead Partner is allowed to assign its duties and rights as laid down in the Subsidy Contract only after prior written consent of the Managing Authority and the Monitoring Committee of the "INTERREG IVC" programme.

2. In the case of legal succession, the Lead Partner or the partner concerned is obliged to transfer all duties under this agreement to the legal successor.

*Article 12*

**Non-fulfilment of obligations or delay**

1. Each partner is obliged to promptly inform the Lead Partner and to provide the latter with all necessary details should there be events that could jeopardise the implementation of the project.
2. Should one of the partners be in default, the Lead Partner shall admonish the respective partner to comply within a reasonable period of time, a maximum of one month. The Lead Partner shall make any effort to contact the partners in resolving the difficulties including seeking the assistance of the Joint Technical Secretariat / the Managing Authority of the "INTERREG IVC" programme.
3. Should the non-fulfilment of obligations continue, the Lead Partner may decide to exclude the partner concerned from the project, with approval of the "INTERREG IVC" Programme bodies. The Joint Technical Secretariat / the Managing Authority of the "INTERREG IVC" programme shall be informed immediately if the Lead Partner intends to exclude a partner from the project.
4. The excluded partner is obliged to refund to the Lead Partner any programme funds received which it cannot prove on the day of exclusion that they were used for the implementation of the project according to the rules of eligibility of expenditure.

5. In case of non-fulfilment of a partner's obligation having financial consequences for the funding of the project as a whole, the Lead Partner may demand compensation to cover the sum involved.

*Article 13*

**Demand for repayment by the Managing Authority**

1. Should the Managing Authority of the "INTERREG IVC" programme in accordance with the provisions of the Subsidy Contract section 8, demand repayment of subsidy already transferred, each partner is obliged to transfer its portion of the repayment amount to the Lead Partner. The Lead Partner shall, without delay, submit the letter by which the Managing Authority has asserted the repayment claim and notify each partner of the amount repayable. The repayment amount is due within two weeks following the notification by the Lead Partner. In case the amount repayable shall be subject to interest, the interest rate will be determined in accordance with the provisions of the Subsidy Contract 8.4. and would be applied to each partner.

*Article 14*

**Disputes between partners**

1. 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 Group of the project.
2. In the case amicable settlement is not possible the dispute will be finally decided in accordance with the jurisdiction of the country where the Lead Partner is located.

*Article 15*

**Lapse of time**

1. Legal proceedings concerning any issue ensuing from this agreement may not be lodged before the courts more than three years after the claim was constituted.

*Article 16*

**Concluding Provisions**

1. The working language of this Partnership shall be English.
2. If any provision in this agreement should be fully or partly ineffective, the parties to this agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the original provision.
3. This agreement shall only be amended in writing by means of an amendment to that effect signed by all parties involved.

Modifications to the project (e.g. concerning activities, time schedule or budget) that have been approved by the Managing Authority can be carried out without amending the agreement.

- Any change of domicile as indicated in the Application Form (Annex I.), shall be notified to the Lead Partner by registered mail, within 15 days following the change of address.

Concluded at ..... [Date, place]

**Lead Partner**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Partner 1**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Partner 2**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Partner 3**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Partner 4**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Partner 5**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Annexes:

Annex I. – Application Form

Annex II. – Subsidy Contract

*Annex III. – Budget table by partners and Components*