**Partnership Agreement**

**Project Acronym:**

*Disclaimer:*

*This document is a template providing minimal requirements for the Partnership Agreement. It cannot be modified with exception of the Article 4, which can be adapted by the partnership, and the relevant fields as referred “to be defined by the partnership” highlighted in grey. Further detailed provisions can be added by the partnership, if not contrasting with the programme rules and the Subsidy Contract.*

**Partnership Agreement**

**for the implementation of the project**

 **[Acronym]**

**within the**

**Danube Transnational Programme**

**between**

**(Financial) Lead Partner [full name and address]**

**and**

**ERDF Project Partner 1 [full name and address]**

**ERDF Project Partner 2.. [full name and address]**

**(Content) ENI LP 1 [full name and address]**

**ENI Project Partner 1 [full name and address]**

hereinafter jointly referred to as Parties

On the basis of:

* Regulation (EU) No. 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006
* Regulation (EU) No. 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006
* Regulation (EU) No. 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal.
* Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014, Common Implementing Regulation for External Actions
* Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC;
* Commission Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation (EU) No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation programmes;
* All other applicable EU legislation, including the legislation laying down provisions on public procurement, on competition, on state aid, on protection of the environment and on equal treatment between men and woman;
* The European Territorial Cooperation Programme Interreg V-B Danube, approved by the European Commission on 20/08/2015 C(2015) 5953;
* All manuals and guidelines issued by the Danube Transnational Programme (e.g. Applicants Manual, Implementation Manual, DMS User Manual) relevant for this contract available on the Programme’s website: www.interreg-danube.eu.

All laws, regulations, programme documents mentioned in this agreement – including any amendments made to these rules and regulations – are applicable in the latest version in force.

**Article 1**

**Definitions**

1. **Lead Partner**: the project partner (from an ERDF country) signing the Subsidy Contract with the MA/JS on behalf of the partnership, having full financial responsibility for the entire project and being responsible for transferring the EU funds to the project partners, the Lead Beneficiary as referred to in Article 13 of Regulation (EU) No 1299/2013 (hereinafter referred to as “LP”).

1. **Content Lead Partner** (hereinafter referred to as “CLP”)**:** the project partner (from an ENI country) being responsible for the overall coordination of the project, including proper reporting to the MA/JS.
2. **Project Partner** (ERDF Project Partner / ENI Project Partners): project beneficiaries as referred to in Article 13 of Regulation (EU) No. 1299/2013 and named in the approved Application Form, including LP (hereinafter referred to as “PP”).
3. **Associated Strategic Partner:** as indicated in the Applicants Manual (hereinafter referred to as “ASP”).
4. **Project Participants**: means LP, ERDF PPs, ENI PPs.
5. **Project**: as described in the Application Form.
6. **Project Part**: covers a set of activities undertaken by a PP and presented by a PP’s budget in the Application Form.

Terms of this agreement will be used according to the abbreviations and glossary of the Applicants Manual of the Danube Transnational Programme (hereinafter referred to as Applicants Manual).

**Article 2**

**Subject of the Partnership Agreement**

1. The subject of this Partnership Agreement is the organisation of the partnership by regulating the rights and obligations of the Parties in order to successfully implement the transnational project [project acronym].
2. The approved Application Form and the Subsidy Contract will became integral part of this Agreement after the approval of the project by the Monitoring Committee.
The Parties have to fully respect the content and obligations set by the abovementioned documents and take full responsibility of keeping all regulations relevant to the implementation of the project.

**Article 3**

**Activities of Project Participants in the project**

1. Activities of the Project Participants as well as the role of each PP in the project are described in the Application Form.

**Article 4**

**Operation and organisation of the Project Steering Committee**

1. The Project Participants must set up a Project Steering Committee in order to establish a clear decision making structure, where the following rules shall apply:
2. **Composition of the Steering Committee**

The Steering Committee (later on called "SCOM"), chaired by the LP (or CLP or both) is composed by one representative from each project financing partner (later on called "SCOM Members").

The SCOM Members representing the project participants shall be appointed in written by the concerned partner, after a written request from the LP (or CLP). Alternatively, the SCOM Members will be appointed by each financing partner representative during the kickoff meeting, according to a specific point in the agenda. In this case, the appointment has to be done in writing and shall be part of the minutes prepared in line with point e).

The SCOM Members have the right to be substituted in 2 ways:

1. by appointment of deputies; or
2. by sending substitutes to the meeting, informing the Chairperson of the SCOM not later than one working day before the meeting

Representatives of Associated Strategic Partners may participate in the "SCOM" in an advisory capacity.

1. **Tasks**

The SCOM shall oversee the effectiveness and quality of the implementation of the [**project Acronym**], in accordance with the following provisions:

* it shall consider any relevant problem incurred during the implementation of the project and take decisions on how to solve these problems;
* it shall periodically review progress made towards achieving the specific targets of the project;
* it shall examine the results of implementation, particularly the achievement of the targets value (outputs/results) stated in the Application Form on the basis of partner reports and other documents produced by the partners, either on a regular or on ad-hoc basis;
* it may propose any revision or examination of the project likely to make possible the achievement of the project objectives or to improve its management, including its financial management (e.g. redistribution of activities and budget across the partnership);
* it approves major changes requested for the implementation of the project activities (e.g. expulsion/substitution/sanctions of a PP for underperformance, etc.);

In case of dispute between PPs, presumption of good faith from all Parties will be privileged. Should a dispute arise between the partners, the affected parties will endeavour to find a solution on an amicable way. In cases where the disputes cannot be solved by the partners, nor by the intervention of the LP, then they are referred to the SCOM in order to reach a settlement.

1. **Chairpersonship and meetings**

The SCOM will be chaired by a representative of the LP(or CLP if relevant)or person entitled by LP (the SCOM Chairperson). LP (with CLP if relevant) convenes the SCOM at least once every X months generally in coincidence with the project meeting date.

The LP (with CLP if relevant) convenes the SCOM at least X working days before the date proposed for the meeting by e-mail, together with the proposed agenda (drawn up by the LP with CLP if relevant)) and all information about the issues to be discussed. If any urgent issues arise to be addressed urgently, the SCOM may be convened by the LP (with CLP if relevant) even with a shorter notice.

The SCOM Chairperson shall be responsible for the proper functioning of the SCOM and shall perform SCOM Chairperson’s duties (e.g. declares the opening and closing of each meeting, directs the discussion, rules on points of order, accords the right to speak, announces the decisions and summarizes them at the end of the meeting, etc.).

Participation in the SCOM meetings is mandatory for all financing partners and any absence from meetings needs to be duly justified in advance to the LP with CLP if relevant (who then is in charge of communicating it to all the SCOM Members at the beginning of the meeting).

1. **Decision making**

The SCOM is legally convened when the majority (50%+1 member of the appointed members in line with point a.) of SCOM Members are present ([number to be set by the partnership]).

The general rule is that the decision making in the SCOM is by consensus among the SCOM Members present at the meeting (according to the principle "one partner, one vote").

If consensus cannot be reached SCOM will decide according to the majority rule. Majority means the highest number of votes. Votes cannot be delegated to other partners.

The LP in consensus with CLP if relevant, by its/ their own initiative and/or under a well justified request of one or more of the SCOM Members, can initiate a written decision-making process via e-mail.

In this case the LP in consensus with CLP if relevant shall send the draft decision to the SCOM Members entitled to vote and shall fix a deadline, giving the addressees at least X (or at least X, in case of exceptional urgent cases) working days for the reply.

If an objection to the procedure or to the draft decision is raised, the matter shall be placed on the agenda of the next meeting of the SCOM.

If no objection to the procedure or to the draft decision has been received by the specified time, the decision is deemed to be taken by the SCOM.

1. **Minutes**

The LP in consensus with CLP if relevant shall send the minutes of the SCOM meeting reporting the decisions taken to the other members of the SCOM for comments not later than 10 working days after the date of the meeting.

If no written objections are raised from SCOM representatives within 10 working days after the minutes are received, they are considered approved.

If written objections are raised, the LP in consensus with CLP if relevant shall revise the minutes accordingly, decide on the final version and send it to the members of the SCOM.

In this last case, the final version is approved by the members of the SCOM in the following meeting of the SCOM according to the above mentioned rules (see point e.).

1. **Communication**

Communication among the members of the SCOM shall be done by email. Any document which shall be sent to the members of the SCOM must be transmitted by email.

All members of the SCOM shall communicate to the Lead Partner in consensus with CLP if relevant their email address and its eventual changes promptly.

1. **Working language**

Working language of the SCOM shall be in English. This rule also applies to the official documents of the SCOM.

**Article 5**

**Specific obligations and responsibilities of the Lead Partner**

1. The LP with CLP if relevant shall take all the steps needed to correctly manage the project in accordance with the Application Form approved by the Monitoring Committee, the Subsidy Contract and the programme documents relevant for this agreement.
2. The LP solely assumes all obligations and overall responsibility for the entire project towards the MA/JS.
3. In addition the LP or CLP if relevant shall:
4. inform all PPs on the signature of the Subsidy Contract and provide the copy of the Subsidy Contract to all PPs;
5. keep the PPs informed on a regular basis about all relevant communication between the LP and CLP if relevant and MA/JS;
6. inform the PPs about all essential issues connected to the project implementation without any delay;
7. be responsible for the verification that the expenditure declared by the PPs has been incurred only for the purpose of implementing the project and corresponds to the activities agreed between the PPs in the frame of the approved Application Form;
8. ensure that the expenditure presented by the PPs has been verified by a controller or controllers;
9. submit the Applications for Reimbursement together with the Project Progress Reports to the MA/JS by the deadlines given in the Subsidy Contract;
10. transfer the EU Funds (ERDF and ENI contribution) to the PPs participating in the project according to each Application for Reimbursement approved by the MA/JS, within [Timeframe to be defined by the partnership ]; No deduction, retention or any other specific charges can be made by LP concerning the approved amount when transferring the contribution and no legal dispute between the LP and the PP concerned could be subject to any compensation from the approved amount to be transferred by LP to the PP;
11. bear in case of irregularities the overall responsibility towards the MA/JS for the repayment of the amounts unduly paid.
12. agree with the PPs before applying for budget reallocation between budget lines and/or work packages not affecting amendment of the Subsidy Contract;
13. agree with the PPs of the project before submission of any request for amendment of the Subsidy Contract to the MA/JS.

**Article 6**

**Obligations of the Project Partners**

1. The PPs shall respect all the rules and obligations set forth in the Subsidy Contract.
2. The PPs shall comply with EU regulations and programme level regulatory documents – as referred in the Subsidy Contract – and the relevant national legislation.
3. Each PP commits itself to implement its own project part according to the approved Application Form, Partnership Agreement and the programme documents.
4. The PPs shall respect the time schedule of the project, including the completion of the activities foreseen for each reporting period as agreed among the PPs and the financial performance in relation to the project implementation, and shall contribute to the achievement of outputs and results of the project.
5. The PPs shall have their expenditures incurred and paid in the given reporting period validated by the designated Controller of their Partner State and submit the Control Certificate issued by the Controller to the LP.
6. The PPs shall be responsible for the sound financial management of the funds allocated to their project part, including the repayment of the contributions from the EU Funds (ERDF/ENI) unduly paid to the LP, and, where applicable, the repayment of the state co-financing to the relevant national body.
7. Each PP shall maintain either a separate accounting system or an adequate accounting code for all transactions relating to the project.
8. The PPs shall support the LP or CLP if relevant to fulfil its/their tasks according to the Subsidy Contract. In particular, each PP shall:
9. provide the LP and CLP if relevant without any delay with any information needed to draw up the Project Progress Reports, to react on any request by the MA/JS, or provide with any further information needed by the LP and CLP if relevant;
10. inform the LP and CLP if relevant immediately about any circumstance that could lead to a temporary or final discontinuation of the project;
11. inform the LP and CLP if relevant before the submission of the first Application for Reimbursement on the details of the bank account where the contribution from the EU Funds of the given PP shall be transferred.

**Article 7**

**Reporting obligations of the PPs**

1. Each PP shall submit the Partner Report for validation of the expenditure to the responsible controller selected or appointed according to national rules online through the eMS (monitoring system of the DTP). The deadline for submitting the Partner Report set by the responsible controller shall be respected by the PP.
2. The LP can only submit an Application for Reimbursement to the MA/JS by providing proof of progress of the project. Therefore, in order to provide adequate information on the progress of the project, each PP has to submit a Partner Report to their controller (or in case no costs reported then to the LP or CLP if relevant) online through the eMS consisting of an activity report describing the activities carried out and their outputs and results during the reporting period and of a financial report presenting the financial progress of the project in accordance with the approved Application Form.
3. The PPs have to respect the reporting deadlines of the Subsidy Contract and ensure as much as possible that their Partner Report and Control Certificate is available for the LP in due time, until [To be defined by the partnership]. Partner Reports and Control Certificates not submitted through the eMS within the set deadline cannot be included in the Project Progress Report of the LP if relevantof the respective reporting period to be submitted to the MA/JS. Control certificates of a PP not issued by the controller in the given reporting period shall be included in the earliest possible next Project Progress Report following to the reporting period concerned.
4. All expenditure shall be reported in Euro; therefore the Partner Reports should be drawn up in Euro.
5. Expenditure incurred by PPs in a currency other than the Euro shall be converted into Euro by using the monthly accounting exchange rate of the European Commission[[1]](#footnote-1) in the month during which expenditure was submitted for verification to the controller. This method will be applied to all PPs. The exchange rate risk is borne by the PP concerned.

**Article 8**

**Audits**

1. For audit purposes each PP shall:
2. retain all files, documents and data about the project for a two-year period from 31st December following the submission of the accounts (by the Certifying Authority to the European Commission) in which the final expenditure of the completed project is included. The MA/JS will inform each LP individually about the beginning of the mentioned two-year period. In case of State aid granted including de minimis aid as well, all related files, documents and data must be kept and be available for a period of 10 fiscal years from the date on which the aid was granted. The files, documents and data should be kept either in original or as certified copies on commonly used data media safely and orderly;
3. enable the responsible auditing bodies of the European Union and of the Partner State concerned, as well as the Audit Authority, MA/JS and the Certifying Authority to audit the proper use of funds;
4. give these authorities any information they request about the project;
5. give them access to the accounting books and accounting documents and other documentation related to the project, whereby the auditing bodies decide on this relation;
6. give them access to business premises during the ordinary business hours and also beyond these hours by arrangement and allow them to carry out checks related to the project;
7. provide the LP and CLP if relevant with any information needed related to such an audit without any delay.
8. Other possible longer statutory retention period – as might be stated by national law – remain unaffected.

**Article 9**

**Information and Publicity, use of outputs and results**

1. Any publicity measure undertaken by any of the PPs shall be conducted according to the Commission Regulation (EU) no. 1303/2013, and the information and publicity guidelines included in the Implementation Manual, the Visual identity Manual for Projects and the Communication toolkit of the Danube Transnational Programme.
2. Information and publicity measures will be coordinated among the PPs. Each PP is equally responsible to promote the fact that financing is provided from the European Union funds within the framework of the Danube Transnational Programme and to ensure the adequate promotion of the project.
3. Ownership, title and industrial and intellectual property rights of the deliverables and outputs of the project and the reports and other documents relating to it shall be vested to the PPs to the extent allowed by the national regulation of the PP concerned.
4. The PPs take note of the fact that the outputs and results of the project (as well as any study or analysis produced in the course of the project) will be made available to the public and they agree that the results of the project shall be available for the public. The MA/JS, as well as the National Authorities of the Partner States of the programme – including National Contact Points – reserve the right to use the outputs and results of the project for information and communication actions in respect of the programme.

**Article 10**

**Changes in the project and decommitment**

1. The exhaustive list of the substantial changes in the project is regulated in the Subsidy Contract. These changes will lead to the modification of the Subsidy Contract requested by the LP. Based on the provisions of the Subsidy Contract further detailed rules describing each case of Subsidy Contract modification, as well as other project changes not requiring amendment of the Subsidy Contract are set in the Implementation Manual.
2. In case of changes in the partnership, the MA/JS is entitled to withdraw from the Subsidy Contract if the number of PPs falls below the minimum number of participants required by the programme.
3. The PPs agree not to back out of the project unless there are unavoidable reasons for it. In case a PP withdraws from the project or is debarred by the other PPs for not fulfilling the obligations set in this Agreement, the remaining PPs will undertake to find a rapid and efficient solution to ensure the further proper project implementation without any delay. Consequently, the PPs will endeavour to cover the contribution of the withdrawn or debarred PP, either by assuming its tasks by one or more of the present PPs or by asking one or more new participants to join the project partnership, regarding the respective programme provisions.
4. The provisions set for audits in Article 8 remain applicable to the PP that backed out of the project or was debarred from the project and this PP bears the overall financial responsibility for the activities completed including the responsibility for repayment of the amount unduly paid in line with Article 11.
5. In case MA/JS reduces the project budget and the corresponding contribution from the EU Funds – on the basis of the decision of the Monitoring Committee, the PPs shall bear the financial consequences together and agree on the distribution per partners of the amount decommitted from the project budget.

**Article 11**

**Irregularities, withdrawal and repayment of the EU funds**

1. If the MA/JS – based on the provisions of the Subsidy Contract – requests the repayment of the contribution from the EU Funds in full or in part from the LP due to irregularity or withdrawal from the Subsidy Contract, the LP shall ask in writing the PP(s) concerned to repay the EU Funds unduly paid according to the request of the MA/JS.
2. The PP affected has to repay the requested EU Funds to the LP. In case the PP received state contribution to the project part, the corresponding state contribution shall be repaid to the responsible national body.
3. The PP has to respect the deadline given by the MA/JS to the LP for the repayment of EU Funds. The PP has to transfer the requested EU Funds to the LP [To be defined by the partnership] days before the deadline set by MA/JS for the LP.
4. In case of delay in the repayment to the MA/JS that is due to the PP, the interest on late payment imposed by the MA/JS has to be repaid to LP by the PP concerned.
5. If the LP does not succeed in securing repayment from PP or if the MA/JS does not succeed in securing repayment from the LP, the Partner State on whose territory the PP concerned is located shall reimburse any amounts unduly paid to that PP based on Article 27(3) of Regulation (EU) No 1299/2013 according to the request of the MA/JS.
6. After the reimbursement made by the Partner State concerned, it holds the right to secure repayment from the PP located on its territory, if necessary through legal action. For this purpose the MA/JS and the LP shall assign their rights arising from the Subsidy Contract and the Partnership Agreement to the Partner State in question.

**Article 12**

**Cooperation with third parties, assignment, legal succession**

1. In case of cooperation with third parties (e.g. concluding subcontracts) the PP shall remain the sole responsible toward the LP concerning compliance with its obligations as set out in this agreement.
2. In the course of outsourcing, all PPs are obliged to follow national public procurement rules and other regulations set up at programme level, and in case of ENI contributions the PraG rules for procurement procedures and shall take full responsibility for the proper application of these rules.
3. The Project Participants shall not have the right to assign their rights and obligations under this agreement without the prior consent of the other Project Participants and of the MA/JS and the Monitoring Committee.
4. In case of legal succession, e.g. when the Project Participant changes its legal form, the Project Participant is obliged to transfer all duties under this contract to the legal successor. The participant shall notify the LP in written form within [To be defined by the partnership] days. The legal successor takes all responsibilities of the activity fulfilled by the legal predecessor and be financially responsible for any amount unduly paid to the legal predecessor.

**Article 13**

**Language**

The working language of the partnership shall be English. Any official internal document of the operation shall be made available in the language of the Subsidy Contract, i.e. in English.

**Article 14**

**Duration and right of termination**

1. This agreement shall take effect on the date on which it is signed by all Project Participants. It shall remain in force until the LP has discharged in full its obligations arising from the Subsidy Contract towards the MA/JS.
2. All relevant provisions of this agreement necessary for the fulfilment of the archiving and audit obligations shall remain in force until the end of a two year period started from 31 December following the submission of the accounts in which the final expenditure of the completed project is included. The MA/JS will inform the LP about the beginning of the mentioned two year period.
3. If there is a non-resolved dispute between any of the PPs arising from the implementation of the project the Partnership Agreement shall remain in force until the case is settled by the competent body.
4. This agreement can be terminated by the consensual decision of the SCOM which also makes arrangement regarding the consequences of such premature termination.

**Article 15**

**Applicable law**

1. This agreement is governed by the [law of the LP’scountry], being the law of the country of the LP.
2. This Partnership Agreement is concluded in English. In case of a translation of this agreement and its annexes into another language than English, the English version shall prevail.

**Article 16**

**Concluding provisions**

1. Any amendments to this agreement shall be in written form signed by all Project Participants.
2. Amendments and supplements to the present agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such. The LP shall notify to the MA/JS of any amendment or supplement of the present agreement.
3. If any provision in this agreement should be wholly or partly ineffective, the remaining provisions remain binding for the Parties. In this case the Parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.
4. The Project Participants commit themselves to take measures to ensure that all staff members carrying out the work respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties or use it without prior written consent of the LP and the Project Participant that provided the information.
5. The Parties will make an effort to settle any disputes arising from this agreement out of the court. In case an agreement cannot be made in due time, the Parties herewith agree that [place of venue] shall be the venue for all legal disputes arising from this contract.
6. [number of Project Participants signing the Partnership Agreement+1] original copies will be made of this agreement; of which each party keeps one original and one original is attached to the Application Form.

Place, Date:

Name of ERDF PP1:

**Stamp**

Name of legal responsible:

Signature:

Place, Date:

Name of Lead Partner:

Name of legal responsible:

Signature:

 **Stamp**

Place, Date:

Name of ERDF PP2:

**Stamp**

Name of legal responsible:

Signature:

Place, Date:

Name of Lead Partner:

Name of legal responsible:

Signature:

 **Stamp**

Place, Date:

Name of ENI PP1:

**Stamp**

Name of legal responsible:

Signature:

Place, Date:

Name of Lead Partner):

Name of legal responsible:

Signature:

 **Stamp**

Place, Date:

Name of ENI PP2:

**Stamp**

Name of legal responsible:

Signature:

Place, Date:

Name of Lead Partner:

Name of legal responsible:

Signature:

 **Stamp**

1. [**http://ec.europa.eu/budget/contracts\_grants/info\_contracts/inforeuro/inforeuro\_en.cfm**](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm) [↑](#footnote-ref-1)