**Partnership Agreement**

**Priority Area:**

*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**

 **[Project code]**

**[Priority Area]**

**within the**

**Danube Transnational Programme**

**between**

**Lead Partner [full name and address]**

**and**

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

**IPA Project Partner 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 231/2014 of the European Parliament and of the Council of 11 March 2014 establishing an Instrument for Pre-accession Assistance (IPA II)
* Regulation (EU) 447/2014 of the European Parliament and of the Council of 2 May 2014 on the specific rules for implementing Regulation (EU) No 231/2014 of the European Parliament and of the Council establishing an Instrument for Pre-accession Assistance (IPA II)
* 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. PAC Applicants Manual, PAC Implementation 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**: Lead Partner means the Lead Beneficiary as referred to in Article 13 of Regulation (EU) No 1299/2013 (hereinafter referred to as “LP”)..
2. **Project Partner** (ERDF Project Partner / IPA Project Partner/ ENI Project Partner): project beneficiaries as referred to in Article 13 of Regulation (EU) No. 1299/2013 and named in the approved Application Form, including the Lead Partner (hereinafter referred to as “PP”).
3. **Associated Strategic Partner:** as indicated in the PAC Applicants Manual (hereinafter referred to as “ASP”). [if applicable]
4. **Project Participants**: means Lead Partner, ERDF PPs, IPA 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 project partner’s budget in the Application Form.

Terms of this agreement will be used according to the abbreviations and glossary of the PAC 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 code and Priority Area].
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 cooperation work**

The Project Participants will rule their cooperation work according to the following framework.

**Article 5**

**Specific obligations and responsibilities of Project Partner1**

1. The Lead Partner 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 Lead Partner solely assumes all obligations and overall responsibility for the entire project towards the MA/JS.
3. In addition the Lead Partner shall:
4. inform the PP on the signature of the Subsidy Contract and provide it with the copy of the Subsidy Contract;
5. keep the PP informed on a regular basis about all relevant communication between the Lead Partner and MA/JS;
6. inform the PP about all essential issues connected to the project implementation without any delay;
7. be responsible for the verification that the expenditure declared by the PP has been incurred only for the purpose of implementing the project and corresponds to the activities agreed between the PP in the frame of the approved Application Form;
8. ensure that the expenditure presented by the PP has been verified by a controller or controllers;
9. submit the Applications for Reimbursement together with the Progress Reports to the MA/JS by the deadlines given in the Subsidy Contract;
10. transfer the EU Funds (ERDF, IPA and/or ENI contribution) to the PP 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 the Lead Partner concerning the approved amount when transferring the contribution and no legal dispute between the Lead Partner and the PP concerned could be subject to any compensation from the approved amount to be transferred by the Lead Partner 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 PP before applying for budget reallocation between budget lines and/or work packages not affecting amendment of the Subsidy Contract;
13. agree with the PP 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 PP shall respect all the rules and obligations set forth in the Subsidy Contract.
2. The PP shall comply with EU regulations and programme level regulatory documents – as referred in the Subsidy Contract – and the relevant national legislation.
3. The PP commits itself to implement its own project part according to the approved Application Form, Partnership Agreement and the programme documents.
4. The PP shall respect the time schedule of the project, including the completion of the yearly activities 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 PP shall have its 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 Lead Partner .
6. The PP 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/IPA/ ENI) unduly paid to the Lead Partner, and, where applicable, the repayment of the state co-financing to the relevant national body.
7. Each Project Partner shall maintain either a separate accounting system or an adequate accounting code for all transactions relating to the project.
8. The PP shall support the Lead Partner to fulfil its tasks according to the Subsidy Contract. In particular, each PP shall:
9. provide the Lead Partner without any delay with any information needed to draw up the Progress Reports, to react on any request by the MA/JS, or provide with any further information needed by the Lead Partner;
10. inform the Lead Partner immediately about any circumstance that could lead to a temporary or final discontinuation of the project;
11. inform the Lead Partner 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 Project Partner 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. The deadline for submitting the Partner Report set by the responsible controller shall be respected by the PP.
2. the Lead Partner 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 the Lead Partner 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 submit their Partner Report and Control Certificate to the Lead Partner in due time, until [To be defined by the partnership]. Partner Reports and Control Certificates not submitted through the eMS to the Lead Partner within the set deadline cannot be included in the Progress Report of the Lead Partner of the respective reporting period to be submitted to the MA/JS. Control certificates not submitted in the given reporting period shall be included in the earliest possible next 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 project partners 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 shall be applicable to all project partners. 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 in which the final expenditure of the completed project is included. The MA/JS will inform the Lead Partner about the beginning of the mentioned two year period. 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 Lead Partner 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 PAC 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 Lead Partner. 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 PAC 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 due to the change of the institution hosting the PAC, the Lead Partner will undertake the replacement of the withdrawn partner without any delay with the new institution nominated as PAC.
4. The provisions set for audits in Article 8 remain applicable to the PP that backed out of 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 Lead Partner due to irregularity or withdrawal from the Subsidy Contract, the Lead Partner shall ask in writing the PP 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 Lead Partner. 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 Lead Partner for the repayment of EU Funds. The PP has to transfer the requested EU Funds to the Lead Partner [To be defined by the partnership] days before the deadline of the Lead Partner.
4. In case of delay in the repayment to the MA/JS that is due the PP, the interest on late payment imposed by the MA/JS has to be repaid to the Lead Partner by the PP concerned.
5. If the Lead Partner does not succeed in securing repayment from PP or if the MA/JS does not succeed in securing repayment from the Lead Partner, 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 Lead Partner 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 Lead Partner concerning compliance with its obligations as set out in this agreement.
2. In the course of outsourcing, all Project Partners are obliged to follow national public procurement rules and other regulations set up at programme level, and in case of IPA and 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 Lead Partner 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 Lead Partner 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 Lead Partner about the beginning of the mentioned two year period.
3. If there is a non-resolved dispute between any of the Project Partners arising from the implementation of the project the Partnership Agreement shall remain in force until the case is settled by the competent body.

**Article 15**

**Applicable law**

1. This agreement is governed by the [law of the Lead Partner’s country], being the law of the country of the Lead Partner .
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. Lead Partner 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 Lead Partner 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 IPA PP1:

**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**

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)