

**Model of Partnership Agreement
for the implementation of the project**

[Project number and acronym]

funded by the

Interreg Adrion programme

The present document is a model of partnership agreement offered by the ADRION programme to beneficiaries in accordance to art. 13.2 of Regulation (EU) No 1299/2013 and it contains the minimum requirements the partnership agreement signed within the project partnership should contain.

Further elements can be included by the partners in order to better suit the agreement with the specificities of the project: they must be in line and in accordance with the legal framework, programme rules and objectives.

The partners are strongly advised to read the present document carefully and to timely ensure that all the requirements are available.

The managing authority cannot under any circumstances or for any other reason whatsoever be held liable for damage or injury sustained by the application of this document. The managing authority therefore cannot accept any claim for compensation or increases in payment in connection with such damage or injury.

Following the signature of the subsidy contract between the ADRION Managing Authority (hereinafter: MA) and the Lead Partner (hereinafter: LP) of the project No xxx – project name - acronym of dd/mm/yyyy and with regard to the legal framework as reported in art. 1 of the signed subsidy contract between MA and LP and in particular to art. 13.2 of Regulation (EU) No 1299/2013, the following agreement is signed between the LP of the aforementioned project

Name of the LP

Address

Represented by

and its partners (hereinafter: PPs):

<i>name</i>	<i>address</i>	<i>represented by</i>	<i>project partner No. as in the latest approved application form</i>

xxx	xxx	Xxx	PP1
xxx	xxx	Xxx	PP2
xxx	xxx	Xxx	PP x

Article 1

Definitions

The following definitions shall be used in the present agreement:

1. *Lead Partner*: the Lead Beneficiary that takes the overall responsibility on behalf of the partners within the meaning of art. 13 of Regulation (EU) No 1299/2013 (hereinafter referred to as: LP);
2. *Project Partner*: any institution/body included in the approved application form and financially participating and contributing to the project implementation and reporting (hereinafter referred to as: PP);
3. *Associated Partner*: any institution/body included in the approved application form and involved in the project without financially contributing to it (hereinafter referred to as: AP).

Article 2

Subject of the Partnership Agreement

1. The subject of this Partnership Agreement is the laying down of the arrangements ruling the relations between the LP and all PPs in accordance with the latest version of the approved application form.
2. The latest approved application form and the latest version of the subsidy contract are integral part of this agreement. The LP shall be in charge of updating the agreement and of informing the PPs accordingly.
3. The LP and PPs commit themselves in fully respecting the present agreement and in jointly implementing the approved project with the aim of reaching the planned goals and realize the proposed outputs to their best capacity and ability.

Article 3

Object of use and eligibility of expenditure

1. The LP and PPs shall exclusively use the EU funds (ERDF and IPA II) of the ADRION programme for the implementation of the project.
2. As a general rule, project expenditure can be considered eligible and qualified for a subsidy if it has been incurred within the start and end date reported in the approved application form and in it listed, with the exception of preparation costs and costs related to the fulfilment of project administrative obligations for project closure, for which specific rules apply.
3. Rules on eligibility of costs are provided in the programme documents in accordance with art. 26 of Regulation (EU) No 1299/2013.

Article 4

Activities of Project Participants in the project

1. Activities and roles of the LP, PPs and APs are reported in the latest approved application form.

Article 5

Obligations and responsibilities of the Lead Partner

- 1 The LP is the sole responsible partner towards the MA with regard to the coordination, management, and implementation of the approved project and shall respect all conditions and requirements set forth in the subsidy contract.

In addition the LP shall:

- a) Inform the PPs on the signature of the Subsidy Contract;
 - b) Inform the MA without delay when the present agreement is signed by all PPs;
 - c) Keep all PPs informed on a regular basis about all relevant communications with MA/JS;
 - d) Inform all PPs about all essential issues related to the project implementation without any delay;
 - e) Ensure that the expenditure presented by the PPs have been verified by controllers and by the LP entrusted;
 - f) Ensure that the expenditure declared by the participants have been incurred only for the purpose of implementing the project and corresponds to the activities agreed between the LP and PPs themselves in the frame of the approved application form;
 - g) Ensure the correct monitoring of activities implemented outside the Union part of the programme area by ERDF PPs;
 - h) Submit the applications for reimbursement together with the project progress reports to the MA/JS by the deadlines given in the subsidy contract;
 - i) Submit the MA/JS the project final report at the closure of the project;
 - j) Transfer the EU Funds (ERDF and/or IPA II contribution) to the PPs according to each application for payment approved by the MA/JS, without delay and in any case no later than xxx [timeframe to be defined by the partnership]. No deduction, retention or any other specific charges can be made by the 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 the LP to the PP;
 - k) Have a separate accounting system for project implementation so as to allow the identification of costs within the project and assure transparent financial flows of project funds (open separate (sub)account);
 - l) Use relevant electronic monitoring system (hereinafter eMS) for exchanging information and reporting to relevant programme bodies.
2. For the irregularities committed by a PP, the LP has the right to request to the PP the repayment of the community contribution unduly received from the programme.

Article 6

Obligations of the Project Partners

- 1 Each PP shall comply with all the relevant legal and other requirements in accordance with art. 18.3 of Regulation (EU) No 1299/2013 and shall ensure that all the necessary approvals for the project implementation (e.g.: building permissions, environmental impact assessment etc.) have been obtained.

In particular, each PP shall be responsible of the following – in relation to the part of the project it is responsible for:

- a) Ensure the adequate storage of data (physical and/or electronical), in accordance with the requirements of the ADRION programme and communicate it to the LP, including eventual changes on location;
 - b) Ensure an adequate audit trail of all the transactions related to the project implementation, through a separate accounting system or adequate accounting codes, in order to allow the identification of all the financial operations within the whole project duration;
 - c) Ensure the respect of horizontal principles like equal opportunities, protection of environment, equal opportunities between men and women and non-discrimination;
 - d) Ensure the respect of public procurement irrespective of its legal status;
 - e) Ensure that in case part of the funded activities are granted under the *de minimis* regime, all the necessary requirements are respected during project implementation by the affected PPs. [specific contractual conditions on State aid elaborated for the project following project assessment and affected PPs – for standard projects 2nd call – are to be added];
 - f) Ensure that all or part of its activities is not funded by other public funds (national, European or granted by other international organizations);
 - g) Use relevant electronic monitoring system (hereinafter eMS) for exchanging information and reporting to relevant programme bodies.
- 2 As far as the project implementation is concerned, each PP shall:
 - a) Timely start its project activities in accordance with the project calendar and through the setting in place of timely measures;
 - b) Appoint the necessary personnel to ensure the sound and timely project implementation;
 - c) Ensure the respect of branding and communication rules;
 - d) Provide the requested information and data to experts or bodies appointed by the programme authorities for evaluation or research activities;
 - e) Timely provide information requested by the LP on behalf of the MA/JS;
 - f) Immediately inform the LP if problems in project management arise, if there are difficulties in reaching the spending performance and if a revision of the application form is necessary;
 - g) Be responsible for the sound financial management of the funds allocated to it, including the repayment of the contributions from the EU funds (ERDF/IPA II) unduly paid to the LP;
 - h) Ensure a quality performance in relation to the project implementation as well as to the achievements of outputs and contribution to the achievement of programme results;
 - i) Ensure that a copy of produced deliverables – when possible – or related descriptive materials (e.g.: photos) is submitted to the MA via the JS together with the progress report; ensure also that a copy of the produced deliverable/material is stored at its or PPs' premises for audit and control purposes.
 - 3 If a PP finds itself in the situation of undertaking in difficulty, within the meaning of point 24 in conjunction with point 20) of the "Guidelines on State aid for rescuing and restructuring non-financial undertakings in

difficulty” (Communication from the Commission No. 2014/C 249/01 of 31.07.2014) in compliance with article 3(3) d) of Regulation No 1301/2013, the concerned PP shall immediately inform the LP that shall, in turn, immediately inform the MA/JS.

Article 7

Project steering committee

1. In order to ensure a sound project management and implementation, the LP and PPs shall set in place a steering committee.
2. The steering committee is a decision making body at project level and shall be composed by duly authorised representatives of the LP and all PPs. The steering committee shall meet on a regular basis and be ruled by its own procedures. The steering committee may also involve the APs and other stakeholders external to the project partnership if so decided.
3. The steering committee shall, at least:
 - a) Be responsible for the monitoring of the implemented activities;
 - b) Be responsible of the monitoring of the contribution to the achievement of programme results in the approved application form;
 - c) Be responsible for the monitoring of the financial performance and of the eventual countermeasures to be adopted;
 - d) Be informed and approve project deviations or changes, including changes within the partnership;
 - e) Be responsible for the settlement of any disputes within the partnership;
 - f) Be responsible for the setting in place of ad hoc working groups or task forces within the project if necessary;
4. The LP shall invite the MA via the JS to participate in project Steering Committee meetings as an observer and send the related minutes to the MA via the JS.

Article 8

Reporting obligations of the PPs

1. Each PP may submit a partner project report only after having submitted proofs of progress of its respective activities in relation to the planned deliverables, outputs and related indicators as reported in the latest approved application form. Progress in activities shall be described in the partner activity and financial reports. The progress in the project implementation shall be in compliance with the principle of sound financial management (principles of economy, efficiency and effectiveness).
2. Progress in activities and advancement in expenditure shall be provided through the accurate filling in of the reporting templates to be submitted via e-MS to the LP. Changes in the content of the documentation or other requirements set by the programme are not possible.
3. Reports shall be accompanied by the certificates of national controllers attesting the eligibility of expenditure in accordance with verifications performed in accordance with art. 9.1.
4. All PPs expenditure shall be reported in Euro (EUR). Expenditure incurred by PPs in a currency other than EUR shall be converted into EUR by using the automatic calculation provided by the e-MS referring to the month during which expenditure is submitted for verification to the controller by using the monthly

accounting exchange rate of the European Commission (published on website: <https://ec.europa.eu/budget/graphs/inforeuro.html>).

5. The exchange rate risk is borne by the PP concerned.
6. Each PP commits itself in submitting its activity and financial report no later than xxx [to be filled in by the partnership] working days before the deadline set in the subsidy contract for the submission of the progress report by the LP to the MA/JS.
7. Requests for postponing the deadline for the submission of the reports and of the requested documentation may be accepted by the LP only in exceptional and duly justified cases. The LP shall submit the request for postponement 5 working days before the deadline reported in the subsidy contract.
8. In accordance with art. 6.4 of the subsidy contract, PPs requests for payment verified beforehand by the appointed national controller shall be confirmed by the LP in accordance with art. 5.1 of the present agreement.
9. If the LP casts doubts on some expenditure item claimed by a PP, the LP shall clarify the issue with the concerned PP in order to find an agreement. In case the agreement cannot be found, the procedures described in the Implementation Manual 2nd call shall be followed.
10. Payments not requested in time and in full or not compliant with the payment schedule reported in the subsidy contract or lack of compliance with the goals indicated in the approved application form may make the funds lost.
11. LPs and PPs documentation certifying the incurred expenditure may be not accepted in full or in part by the MA/JS following own checks and /or controls or audits performed by other authorities, or if activities and costs in it described reveal being incorrect or not compliant with the legal framework of the present agreement.
12. Following the approval of the project progress report by the MA/JS and the transfer of the respective ERDF and IPA II shares to the LP account, the LP shall forward the respective ERDF and IPA II shares to each PP without any delay and in full to their bank accounts.
13. With reference to paragraph 8.12 above, the maximum tolerance delay in transferring of funds to the PP(s) by the LP is of xxx [to be filled in by the partnership] working days. In case of unjustified delays in the transfer of ERDF/IPA II funds to the PPs imputable to the LP, the PPs may claim interest rates to be paid by the LP with own resources (i.e.: not to be attributed to the project budget).
14. Payments shall not be higher than the amount reported in the request for payment by the LP.
15. Without prejudice to the paragraph above, MA transfer of the respective IPA II shares shall compensate the advance payment provided to IPA II PPs at the time of signature of the present agreement within the first two requests for payments submitted by the LP. Further information is provided in the Implementation Manual, 2nd call.
16. Bank accounts shall be, whenever possible, specific for the project and in EUR currency in order to ensure the registration of all the expenditures and eventual interests generated by the project. Changes of the account number shall be duly notified to the LP.
17. Conditions for disbursement of the EU funding by MA as reported in art. 2 paragraphs 4-6 of the subsidy contract shall apply.

Article 9

Verification of expenditure

1. Each project report and the final project report submitted by the LP to the MA via the JS must be accompanied by certificates confirming the eligibility of expenditure, both at LP and PP level. Certificates attesting the verification of expenditure are issued by the national controllers as referred to in art. 23.4

of Regulation (EU) No 1299/2013 according to the system set up by each programme Partner State and in compliance with the legal framework in art. 1 of the subsidy contract. Certificates of expenditure shall be accompanied by the compulsory elements presented in the programme Implementation Manual 2nd call. The PPs shall deliver all necessary documents in order to enable the LP to fulfil its obligations.

2. Information on the controllers – in case of decentralized control system - including its coordinates updates, must be notified by the LP on behalf of the PPs to the MA via the JS in accordance with the rules of the Implementation Manual 2nd call and reported in e-MS.
3. National controllers will base their work on the rules provided by each Partner State, the requirements set in the respective EU Regulations, in the programme Implementation Manual 2nd call and Manual for Controllers.
4. PPs from Partner States with a decentralised control system shall ensure that controllers are selected in accordance with the system set up by the affected Partner State and that they meet the requirements of qualification and independence presented in the programme Implementation Manual 2nd call and Manual for Controllers. Furthermore, these PPs acknowledge that the MA reserves the right, after agreement with the national responsible institutions, to require that the controller directly selected by a PP is replaced if considerations, which were unknown when the subsidy contract was signed, cast doubts on the controller's independence or professional standards.

Article 10

Changes in the approved operation

1. The list of possible project changes is defined in the subsidy contract and ruled in the Implementation Manual 2nd call.
2. Budget changes of IPA II PPs can affect the overall IPA II project budget; budget changes of ERDF PPs can affect the overall ERDF project budget.
3. The PPs agree not to back out of the project unless there are unavoidable reasons for it. In case one of the PP withdraws from the project, due to valid and justified reasons, the LP will undertake the replacement of the withdrawn partner without any delay.
4. Changes in the partnership can take place on condition that source of funding are respected (i.e.: an IPA PP can be replaced by another IPA PP).
5. The LP is entitled to exercise the right of withdrawal if implementation of the project becomes impossible caused by circumstances independent from the LP. Such decision shall be approved by the project steering committee. In this case art. 13.6 of the subsidy contract applies.
6. In case of changes in the partnership, the present agreement shall be amended accordingly and signed by the entire partnership, including the new LP/PP, if applicable.
7. Withdrawn PP must respect obligations set forth in art. 14.1a) and art. 15 of the present agreement.

Article 11

Information and publicity, use of outputs and results

1. The LP and the PPs shall ensure adequate promotion of the approved operation both towards potential beneficiaries and the general public with a focus on the implemented outputs and achieved results.

2. Each PP shall take full responsibility for the content of any notice, publication, information product or marketing (including presentations at conferences or other public events, steering committee/partnership meetings), which shall include that the project is implemented through the financial support of the ADRION programme and in accordance with Annex XII – paragraph 2.2 of Regulation (EU) No 1303/2013 and with the programme documents. Responsibility shall lie on the affected PP even if communication activities have been implemented by third parties.
3. The MA on behalf of the MC and of other programme promoters at national level is entitled to use the outputs of the project in order to guarantee a wide spreading of the project deliverables and outputs and to make them available to the public. All PPs agree that the outputs are forwarded by the MA or to other programme authorities as well as the Partner States taking part in the programme and that they are allowed to use this material to showcase how the subsidy is used.
4. Each PP is liable in case a third party claims compensation for damages (e.g. due to an infringement of intellectual property rights). The affected PP(s) will indemnify the LP in case the LP suffers any damage because of the content of the publicity and information material.
5. Any notice or publication related to the project made in any form and by any mean, including Internet, shall include a statement according to which it only reflects the author's view and that the programme authorities are not liable for any use that can be made of the information in it included.
6. Each eligible communication content – in accordance with paragraphs 2 and 4 above - shall comply with all ADRION publicity and branding obligations as described in the Implementation Manual 2nd call.

The LP and each PP authorise the programme authorities, including national authorities and the National Contact Points - in accordance with the relevant EC and national rules on personal data protection - to publish, in any and by any means, the following information in accordance with Annex XII of Regulation (EU) No 1303/2013:

- a) The name of the LP and its PPs;
 - b) Contact data of project representatives;
 - c) The project name;
 - d) The summary of the project activities;
 - e) The objectives of the project and the subsidy;
 - f) The project start and end dates;
 - g) The ERDF and IPA II funding and the total eligible cost of the project;
 - h) The geographical location of the project implementation;
 - i) Abstracts of the progress reports and final report;
 - j) Whether and how the project has previously been publicised.
7. Any communication campaign, media appearance or other publicity of the project shall be communicated to the MA/JS for potential website updates or showcases.
 8. Each PP shall ensure that outputs and contribution to the achievement of programme results, especially studies and analyses, produced during project implementation shall be made available to the general public free of charge and can be used by all interested persons and organizations in the same way and under the same conditions as by the LP or its PPs.
 9. Each PP shall allow the MA the right to use the outputs and results for information and communication actions in respect of the programme. In case there are pre-existing intellectual and industrial property rights, which are made available to the project, these shall be fully respected.

Article 12

Cooperation with third parties, assignment, legal succession

1. In case of cooperation with third parties (e.g. concluding sub-contracts) each PP shall remain the sole responsible toward the LP concerning compliance with its obligations as set out in this agreement. APs, if any, cannot be involved as service providers.
2. Expenditure incurred by APs, if any, shall be finally borne by any of the PPs or by the LP as reported in the last approved application form in order to be considered as eligible.
3. The PPs shall not have the right to assign their rights and obligations under this agreement to other third parties, neither in part nor in whole. Only in exceptional cases and in well-founded circumstances PPs are allowed to assign their duties and rights under this agreement only after prior written consent of the programme bodies and in compliance with the procedure specified in the programme Implementation Manual 2nd call.
4. In case of legal succession, e.g. when one of the PP changes its legal form, the PP is obliged to transfer all duties under this agreement to the legal successor. The PP shall notify the LP in written form within one month. The legal successor takes over all the responsibilities of the legal predecessor and is financially responsible for any amount unduly paid to it.
5. In case of assignment or any form of legal succession of any PP, the PP concerned is obliged to assign all rights and obligations and all project related documents to each and any assignee or legal successor. Related reports to the MA/JS as requested in the programme documents have to be forwarded by the LP.
6. In case art. 12.3 applies, the present agreement shall be amended accordingly.

Article 13

Liability

1. According to art. 9.1 of the subsidy contract, the LP bears the overall financial and legal responsibility for the project and for the PPs towards the MA and third parties.
2. Within the partnership, each party of this agreement shall be liable to the other parties and shall indemnify and hold harmless such other party 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 or of other legal norms. Eventual repayment of undue funds by the PPs to the LP, for which the LP is liable towards the MA is ruled in art. 15 of the present agreement.
3. The LP shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the project is being carried out as stipulated in art. 9 of the subsidy contract. The LP is entitled to subrogate against the PP that caused the damage. The PP causing damage shall be liable to the LP therefore.
4. The LP and PPs accept that the MA cannot be under any circumstances or for any reason whatsoever held liable for damage or injury sustained by the staff or property of the LP or any PP while the project is being carried out. No claims can be accepted by the MA for compensation or increases in payment in connection with such damage or injury.
5. No party shall be held liable for not complying with obligations ensuing from this agreement in case of force majeure as described in art. 24 of this agreement.

Article 14

Financial controls and audits

1. For audit purposes the LP and each PP shall:
 - a) Retain all files, documents and data about the project in accordance with art. 23.3 of the present agreement. In case of State Aid granted according to *de minimis*, 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; other possible longer statutory retention period – as might be stated by national law – shall remain unaffected;
 - b) Enable the responsible auditing bodies of the European Union - the European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) - 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; the responsible auditing bodies can arrange that audits are carried out by authorized persons. The LP and PPs shall be notified in due time about any audit to be carried out.
 - c) Give the above mentioned authorities any information they request about the project;
 - d) 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;
 - e) 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;
 - f) Provide the LP with any information needed related to such an audit with no delay.
2. The provisions set for audits of the previous paragraphs remain applicable to the withdrawn PP which shall bear financial responsibility for the implemented activities, including the responsibility for repayment of the amount unduly paid in line with art. 15 of this agreement.
3. If, as a result of the controls and audits any expenditure is considered non eligible according to the regulatory framework as in art. 1 of the subsidy contract, the procedure described in art. 15 of this agreement shall apply.

Article 15

Irregularities, repayment and recovery 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 (ERDF; IPA II, or both) already transferred to the LP, due to irregularity or withdrawal from the Subsidy Contract, every PP is obliged to transfer its portion of undue paid out amount to the LP in compliance with art. 27(2) of Regulation (EU) No 1299/2013. The LP shall ask in writing the PP(s) concerned to repay the EU Funds unduly paid. When possible, the repayment amount will be offset against the next payment of the MA to the LP or, where applicable, remaining payments can be suspended.
2. In case repayment is deemed as necessary, this repayment is due within one month following the date of the letter by which the MA asserts the repayment claim to the LP. The LP shall be entitled to set an internal deadline to the concerned PPs in order to meet the MA requests. The amount repayable shall be subject to interest according to art. 13.3 of the subsidy contract. Further provisions of the subsidy contract shall apply by analogy.
3. In case the PP does not repay the LP the irregular amounts by the set deadline, the LP informs the MA without delay in written form and within the deadline for repayment. In duly justified cases, the MA

informs the Partner State, on whose territory the PP concerned is located in order to recover the unduly paid amounts from this Partner State.

4. 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 present agreement to the Partner State in question.
5. In case no PP can be held responsible for the request for repayment, the amount to be repaid shall be apportioned between all PPs pro rata to their project budget share.
6. Bank charges incurred by the repayment of amounts due to the MA via the LP shall be borne entirely by the concerned PP(s).
7. In case the PP affected by undue payment has also received national contribution to the project part, the corresponding national contribution shall be repaid to the responsible national body.
8. In case factors behind the recovery procedure show violation of the subsidy contract, the MA shall consider the termination of the contract as last resort. In any case the LP and PPs shall be heard before taking a final decision on the termination of the contract.

Article 16

Conflict of interests

1. In this Agreement, the conflict of interests represents any circumstances that have affected or may affect the execution of the Agreement by the Parties, in an objective and impartial manner. Such circumstances may result from economic interests, political or national preferences or family connections.
2. The Parties are obliged to take all necessary measures in order to avoid any conflict of interests and to keep each other informed without delay on any circumstances that have generated or may generate such conflict. Any conflict of interests that arises during the implementation shall be immediately notified by the LP to the JS/MA, which reserve the right to verify such circumstances and take the appropriate measures, where necessary.

Article 17

Decommitment of project budget

1. In accordance with art. 14 of the subsidy contract, the MA is entitled to reduce the project budget and the corresponding contribution from the EU funds in case decommitment at programme level applies.
2. If decommitment of funds applies, the PPs agree that the deduction of funds shall be imputed to those PPs which have contributed to the decommitment of funds unless differently decided by the MC. Deduction of funds shall be done in a way not to jeopardize the future involvement of those PPs in the project and their implementation of activities.

Article 18

Advance payment

1. After having signed the present agreement, IPA II PPs shall receive a pre-financing up to 10% of their IPA II request of co-financing upon condition that the amount is under MA availability.

Advance payment shall be paid by the MA to the LP which shall transfer to the affected PPs without delay and in full in accordance with art. 8.14.

2. The advance payment shall be compensated, in equal shares, with the first two requests for payment submitted by the LP. Further information is provided in the Implementation Manual, 2nd call.
3. In case the submitted requests for payment do not reach the advanced amount, the MA shall further enquire in order to adopt the necessary steps.

Article 19

Durability of operation, ownership, use of outputs and contribution to the achievement of programme results

1. Ownership, title, industrial and intellectual property rights in the use of project outputs, reports and other documents relating to them shall, depending on the applicable national law, vest in the LP and/or its PPs.
2. The ownership of outputs having the character of investments in infrastructure or productive investments realized within the project must remain with the concerned LP and/or PP(s) according to the timeframe as well as under the conditions set in art. 71 of Regulation (EU) No 1303/2013.
3. In case of joint ownership, the following specific provisions apply:
xxx [to be filled in by the partnership].
4. Each PP shall inform the programme authorities via the LP if any of the conditions in previous paragraph 2 are not met. Unduly paid EU contribution in proportion to the period for which the requirements have not been fulfilled shall be recovered by MA.
5. Each PP shall respect all applicable rules and the basic principles related to competition law as well as the principles of equal treatment and transparency within the meaning of the funding regulations and it shall ensure that no undue advantage, i.e. the granting of any advantage that would undermine the basic principles and political objectives of the funding regime, is given to anybody.
6. Each PP shall ensure that any income generated by the intellectual property rights shall be managed in compliance with the applicable EU, national and programme rules on revenues and state aid.

Article 20

Revenues

1. Earnings generated during the project implementation through the sales of products and merchandise, participation fees or any other provisions of services against payment must be deducted from the amount of costs incurred by the project in line with art. 61 of Regulation (EU) 1303/2013 and stipulations in the programme Implementation Manual 2nd call. The LP undertakes to contractually forward these stipulations to its PPs.
2. The LP and each PP are responsible for keeping account and documenting all revenues generated within the project implementation for control purposes.

Article 21

Confidentiality

1. The LP and PPs shall adopt measures to ensure the confidential nature of information exchanged with the programme authorities and within the partnership. They shall not disseminate information, pass it on to third parties or use it without prior written consent of the LP and the participant that provided the information.

Article 22

Working language

1. The programme language is English and all communications to the MA/JS by the LP and related documentation shall be in English language.
2. The present agreement shall be finalized in English.
3. All documentation produced thanks to the EU contribution must be drafted in English.

Article 23

Duration and right of termination

1. The duration of the project is provided in the latest version of the application form.
2. This agreement shall take effect on the date on which it is signed by all the participants. It shall remain in force until the LP has discharged in full its obligations arising from the subsidy contract towards the MA/JS.
3. 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.
4. If there is a non-resolved dispute between any of the participants arising from the implementation of the project, this agreement shall remain in force until the case is settled by the competent body.
5. The administrative obligations related to the project closure as specified in the programme documents shall take place after the scheduled project closure in a time span no longer than three months after the project ending date.

Article 24

Force majeure

1. Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this agreement, which is beyond the control of the LP and PPs and cannot be overcome despite their reasonable endeavours (e.g. substantial changes due to changes in political or financial terms). Any default of a product or service or delays in making them available for the purpose of performing this contract and affecting the project performance, including, for instance, anomalies in the functioning or performance of product or services, labour disputes or financial difficulties do not constitute force majeure.

2. If the LP or PPs are subject to force majeure liable to affect the fulfilment of its/their obligations under this agreement, the LP shall notify the MA via the JS without delay, stating the nature, likely duration and foreseeable effects.
3. Neither the LP or PPs shall be considered to be in breach of their obligations to execute the project if it has been prevented from complying by force majeure. Where LP or PPs cannot fulfil their obligations to execute the project due to force majeure, grant for accepted eligible expenditure occurred may be made only for those activities which have actually been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

Article 25

Applicable law

1. This agreement is governed by the [law of the LP's country], being the law of the country where the LP is located. The law of xxx [country where the LP is located] shall apply to all legal relations arising in connections with this agreement.
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 26

Concluding provisions

1. Any amendments to this agreement shall be in written form, agreed and signed by all the 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 LP and PPs. In this case the LP and PPs undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.
4. In case of situations that are not ruled by this agreement, the parties agree to find a joint solution.
5. In case of modification of provisions mentioned in art. 1 of the subsidy contract, the LP and all PPs ensure that updated rights and obligations derived thereof shall apply.
6. The LP and all the PPs shall irrevocably choose domicile at their addresses stated in the partner section of the application form (Annex 1 to this agreement) where any official notifications can be lawfully served.
7. Any change of domicile shall be forwarded by the concerned PP to the LP within 15 days following the change.
8. The present agreement must be signed by the LP and all PPs and evidence of the occurred signature has to be provided at the latest within two months after the entering into force of the subsidy contract between the MA and the LP. The MA reserves the right to check the partnership agreement in order to verify that it has been signed and that it is in conformity with the minimum requirements as provided for in art. 9.3 of the subsidy contract and as set by the template of partnership agreement made available by the programme.
9. Any costs, fees or taxes not eligible or any other duties arising from the conclusion or the implementation of this agreement shall be borne by the LP and PPs.

10. The MA shall process beneficiaries' data in compliance with the Regulation (EU) 679/2016 (GDPR) (see Annex 4).


11. xxx copies of this agreement are made, of which each party keeps one.

Place, Date:

Name of Lead Partner:

Name of legal responsible:

Signature:



Stamp

Place, Date:

Name of Project Partner:

Name of legal responsible:

Signature:



Stamp

Place, Date:

Name of Project Partner:

Name of legal responsible:

Signature:



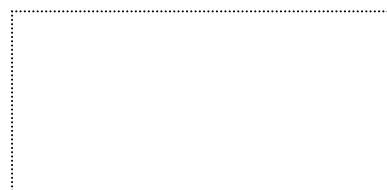
Stamp

Place, Date:

Name of Project Partner:

Name of legal responsible:

Signature:



Stamp

List of annexes:

Annex 1: latest version of the approved application form.

Annex 2: copy of the subsidy contract signed between the MA and the LP, including any revision(s).

Annex 3 – LP signed declaration on behalf of the partnership on absence of double funding.

Annex 4 - Information on the processing of personal data of beneficiaries.