



## Cooperation Programme

## Interreg V-A Greece-Bulgaria 2014-2020

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## PARTNERSHIP AGREEMENT

Project Acronym:	
Project Full title:	
Investment Priority:	

## PARTNERSHIP AGREEMENT

**Between the Lead Beneficiary and the beneficiaries of the Operation (Project) “.....”**

**Financed by the Cooperation Programme**

**“Interreg V-A Greece-Bulgaria” 2014-2020**

In.....at..... (town and address) today, .....(day of the week), the .....(date) of .....(month) 20.. the:

### LEAD BENEFICIARY

1. [Name & Address]

Represented by:

### and the PROJECT BENEFICIARIES

2. [Name & Address]

Represented by <duly authorised to lawfully bind the organisation in relation to third parties> in its capacity as Project Beneficiary No. 2:

3. [Name & Address]

Represented by <duly authorised to lawfully bind the organisation in relation to third parties> in its capacity as Project Beneficiary No. 3:

4. [Name & Address]

Represented by <duly authorised to lawfully bind the organisation in relation to third parties> in its capacity as Project Beneficiary No. 4:

*[Please add project beneficiaries if needed]*

**Herein referred to as the “Parties”**

**With regard to the framework of the provisions and documents hereunder:**

1. The Regulations on the Structural Funds, and in particular:
  - Regulation (EU) 1301/2013 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) 1303/2013 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 laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006;
  - Regulation (EU) 1299/2013 that lay down the general rules governing the support of the European Regional Development Fund (ERDF) to the European territorial cooperation goal;
  - Commission Delegated Regulation (EU) No 481/2014 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;
2. EC approval Decision C(2015) 6283 / 9-9-2015 of the CP and last version approved of the Cooperation Programme;
3. The EU and National Rules related to the:
  - public procurement & competition;
  - eligibility of expenditures
  - protection of the environment;
  - equal opportunities;
  - non-discrimination;
4. The decision of the Monitoring Committee taken ..... on ..... and the approved Application Form (Annex 1);
5. The Programme and Project Implementation Manual as in force;

and for the purpose of implementing the project entitled “.....”

**Have agreed and accepted the following provisions:**

#### **Article 1: Project Objectives**

The project *[title]* of the Cooperation Programme “Interreg V –A Greece-Bulgaria” 2014-2020 shall contribute to the objectives set out in the Cooperation Programme. These objectives are, in summary, to *[main objectives to be specified according to the project]*.

## **Article 2: Subject of the Partnership Agreement**

By the present Partnership Agreement, the Lead Beneficiary and the other project beneficiaries shall define the rules of procedure for the works of the project that must be carried out and the rules that govern their relations, within the Partnership set up, in order to implement and complete the aforementioned project.

The Application Form as approved by the Monitoring Committee, and forms an integral part of this Partnership Agreement.

## **Article 3: Duration of the Agreement**

This Partnership Agreement shall take effect on the date on which it is signed by all beneficiaries. It shall remain in force until the Lead Beneficiary has discharged in full its obligations towards the Managing Authority (MA).

## **Article 4: Lead Beneficiary**

The Lead Beneficiary of the project:

- 4.1** Is responsible for the overall coordination, management and implementation of the project vis-à-vis the MA.
- 4.2** Ensures that the expenditure presented by the beneficiaries participating in the project has been incurred for the purpose of implementing the operation and corresponds to the activities agreed between those beneficiaries as specified in the approved Application Form.
- 4.3** Ensures that the expenditure presented by the beneficiaries participating in the operation has been verified by the controllers.
- 4.4** Shall receive and transfer ERDF contribution for the part of the operation implemented by project beneficiaries who are not located in Greece, participating in the operation within one month of its receipt and in full. No amount shall be deducted or withheld and no specific charge or other charge with equivalent effect shall be levied that would reduce the ERDF amount that corresponds to each project beneficiary as indicated above. Project Beneficiaries located in Greece will receive ERDF contribution from the Greek Public Investment Account Programme.
- 4.5** Shall appoint a Project Manager who has operational responsibility for the implementation of the overall project and a Financial Manager.
- 4.6** Will ensure timely commencement of the project and implementation of the entire project within the time schedule in compliance with all obligations to the MA. The Lead Beneficiary shall

- notify the JS of any factors that may adversely affect implementation of the project activities and/or financial plan.
- 4.7** Shall prepare a work plan setting out tasks to be undertaken as part of the project, the role of the project beneficiaries in their implementation, and a project budget.
- 4.8** Shall prepare the project's progress reports and payment claims from all project beneficiaries and submit them to the JS , according to the Programme and Project Implementation Manual, as in force.
- 4.9** Shall address requests for project modifications, according to the Programme and Project Implementation Manual, as in force.
- 4.10** Shall be, in general, the contact point representing the partnership for any communication with the JS/MA or any other of the Programme Structures. Shall carry out any other tasks agreed with the project beneficiaries. *[please add as appropriate]*

#### **Article 5: Project Beneficiaries**

- 5.1** Project Beneficiaries are the bodies responsible for carrying out specific project activities in the manner and scope indicated in the approved Application form.
- 5.2** More specifically, the Project Beneficiaries will be responsible for:
- a. Carrying out the specific activities set out in the Application form;
  - b. Providing all information and data to the Lead Beneficiary that is required by the latter to coordinate and monitor the implementation of the project and to perform its reporting duties towards the MA;
  - c. Submitting expenditure for verification as they become available, to the designated Controllers. Verified expenditure must be submitted to the Lead Beneficiary as soon as the certificate is received, in order to assist the reporting and reimbursement procedures;
  - d. Notifying the Lead Beneficiary of any factors that may adversely affect implementation of the project in accordance with the work plan;
  - e. Project Beneficiaries not located in Greece are responsible to repay to the Lead Beneficiary any amounts of ERDF contribution unduly paid concerning their participation in the project, within a month by the receipt of the written request of the Lead Beneficiary, which must be accompanied by the relevant decision of the Monitoring Committee of the Programme. For project beneficiaries located in Greece that have to repay ERDF contribution unduly paid, the MA/Certifying Authority (CA) may withhold any amounts concerned from future applications of interim payments setting off the relevant amounts in relation to the operation of the Greek

Public Investment Account Programme. In any other case the procedure for recoveries of unduly paid amounts for beneficiaries located in Greece is immediately initiated by the competent Greek authorities.

- 5.3** Project Beneficiaries agree to undertake all necessary steps enabling the Lead Beneficiary to comply with its responsibilities as set out in the Subsidy Contract and the applicable Regulations.

#### **Article 6: Specific Activities**

- 6.1** The main tasks of *[name of the Lead Beneficiary]*, referred to as the 'Lead Beneficiary, (also indicated as Project Beneficiary 1), apart from those referred to in Art. 4, are described in the Application form as in force.
- 6.2** The main tasks of *[name of the Beneficiary]*, referred to as 'Project Beneficiary 2', apart from those referred to in Art. 5, described in the Application form as in force.

#### **Article 7: Organisational Structure of the Partnership**

- 7.1** For the successful management of the partnership and completion of the operation, a Management Team will be set up. The Management Team will be responsible for monitoring the implementation of the project. The Management Team will be chaired by the Lead Beneficiary. Its members shall include the Lead Beneficiary and project beneficiaries. The Management Team shall meet on *[define frequency]* basis. The JS/MA can also be invited to attend the meetings.
- 7.2** The Management Team will have the authority to delegate specific tasks or responsibilities to such sub-committees or working groups as it shall deem appropriate to establish.
- The partnership of the project agrees to operate in the context of the following set of Rules of Procedures:
- *[information to be provided on who participates from each project Beneficiary (number of people and roles)]*
  - *[information to be provided on the tasks of the LB in the coordination of the partnership]*
  - *[information to be provided on internal communication procedures]*
  - *[information on the convention and frequency of meetings]*
  - *[information to be provided on the decision making procedure]*
  - *[information to be provided on the method for resolution of disagreements]*

#### **Article 8: Cooperation with third parties**

- 8.1** In case of cooperation with third parties, including subcontractors, delegation of part of the activities or of outsourcing, the project partner concerned shall remain solely responsible to the Lead Beneficiary concerning compliance with its obligations as set out in this Partnership Agreement. The Lead Beneficiary shall be informed by the project beneficiary about the subject and party of any contract concluded.
- 8.2** No project beneficiary shall have the right to transfer its rights and obligations under this Partnership Agreement without the prior consent of all the other project beneficiaries and following the approval of the Monitoring Committee.
- 8.3** Cooperation with third parties including subcontractors shall be undertaken in accordance with the procedures set out in EU directives and national public procurement legislation.

#### **Article 9: Project budget and Eligible Expenditure**

- 9.1** The Lead Beneficiary is responsible for preparing a project proposal setting out an estimate of eligible expenditure and funding (ERDF and national co-financing). The budget of the project proposal shall be denominated in euro. The budget allocated to each project beneficiary as well as the project total budget is presented in the table below:

	<b>Institution</b>	<b>Country</b>	<b>Total eligible cost</b>	<b>ERDF Contribution</b>	<b>National Contribution</b>
Lead Beneficiary					
Project beneficiary 1					
Project beneficiary 2					
Project beneficiary 3					
Project beneficiary ..					
<b>Total Project Budget:</b>					

- 9.2** The eligibility of expenditure will be determined on the basis of the Delegated Regulation (EU) No 481/2014 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.

- Eligible expenditure must be: 1) directly related to the content of the project; 2) necessary for the implementation of the project as long as it is reasonable and consistent with the principles of operational efficiency and economy; 3) actually incurred, identifiable and verifiable in the accounting and taxation records of the project beneficiary.
- 9.3** Expenditure should follow eligibility rules stipulated at the Programme and Project Implementation Manual and by the legislation in force of the EU and of the respective countries.

#### **Article 10: Monitoring, Evaluation and Reporting**

- 10.1** The Lead Beneficiary has overall responsibility for monitoring the actions undertaken by the project beneficiaries on an ongoing basis.
- 10.2** The Lead Beneficiary is responsible for submitting progress reports and payment claims of verified expenditure to the JS throughout the lifetime of the project as indicated in the Subsidy Contract and by the official end date of the project in order for final payment to be received. These reports should provide details of the activities undertaken as part of the project, the progress/outcome achieved, expenditure made, an explanation for any variances against the work plan's targets for physical outputs and budget, and proposed corrective actions, and any other information deemed relevant.
- 10.3** Each project beneficiary is obliged to supply the Lead Beneficiary with all information and documentation that the latter deems necessary for the preparation of reports of any kind to the JS/MA or any other structure of the Programme.
- 10.4** The Lead Beneficiary shall inform all project beneficiaries on a regular basis of all relevant communication between the Lead Partner and the MA, the JS and the CA.

#### **Article 11: Financial Control and Audits**

- 11.1** For control and audit purposes, the Lead Beneficiary and the project beneficiaries shall:
1. Retain files, documents and data relevant to the project on customary data storage media in a safe and orderly manner for at least three years, from 31st December following the submission of the accounts to the European Commission in which the final expenditure of the concluded operation is included, without prejudice to any relevant provisions of the national legislation of Greece and Bulgaria. Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected.
  2. Make all the necessary arrangements to ensure that any controls and audits, notified by the duly authorised regional, national, and EU Authorities, can be carried out.



3. Give the controlling/auditing authorities any information about the project they request and give them access to the accounting books, supporting documents and other documentation related to the project.

**11.2** The information concerning the existence and validity of actions and expenses eligible for ERDF funding provided by each project beneficiary shall engage only its own responsibility.

#### **Article 12: Communication and Publicity**

- 12.1** The project beneficiaries shall implement the communication and publicity measures in accordance with the project application and Article 115 and Annex XII of Regulation (EU) 1303/2013 EU Regulation on information and publicity measures to be carried out by the Member States concerning co-financing from the ESI Funds. They shall play an active role in any actions organised to disseminate the results of the project. The Lead Beneficiary will coordinate the public relations measures for the project.
- 12.2** Each project beneficiary shall point out in the framework of any public relations measures that the project was implemented through financial co-financing from the Cooperation Programme.

#### **Article 13: Dissemination of Project Outcomes**

The Lead Beneficiary and the project beneficiaries shall take note of the fact that the results of the project may be made available to the public and they agree that the results of the project shall be available to all interested parties. Furthermore, they commit to actively participate in any actions organised to capitalise on and disseminate the results of the project.

The Lead Beneficiary and the project beneficiaries should combine skills in the reinforcement of community, communication, coordination of works, capitalisation of results and networking at project and programme level and knowledge related to the theme of the Priority Axis/Specific objective chosen. The beneficiaries must participate in capitalization events organized by the programme bodies.

#### **Article 14: Property Rights**

- 14.1** The Lead Beneficiary and the project beneficiaries shall ensure that all products developed within the framework of the project are, subject to the provisions of national laws regarding intellectual property, kept free of all rights. They explicitly commit to giving up all copyright on teaching material, methodologies and other products of any nature resulting from the project.

- 14.2** The results of the joint activities covered by the agreement concerning reports, documents, studies, electronic data and other products, disseminated free of charge or commercially, are the joint property of the beneficiaries.
- 14.3** The project beneficiaries dispose of the property in accordance with mutually agreed upon rules, based on the prevailing rules of co-authorship.

#### **Article 15: Confidentiality Requirements**

- 15.1** Although the nature of the implementation of this Project is public, it has been agreed that part of the information exchanged in the context of its implementation between the project beneficiaries themselves or with the MA, JS and the Monitoring Committee, can be confidential. Only documents and other elements explicitly provided with the statement “confidential” shall be regarded as such.

The above, for example, concerns studies that have been made available to one of the parties in the context of the Project concerning methods, know how, files or any other type of document labelled confidential. This information can only be used by the beneficiaries according to the provisions of this agreement.

- 15.2** Project beneficiaries commit to taking measures so that all staff members carrying out the work respect the confidential nature of this information, and do not disseminate it, pass it on to third parties or use it without prior written consent of the Lead Beneficiary and the partner institution that provided the information.

The project beneficiaries commit to taking the same measures to maintain the confidential nature of the information, as they would do, should it concern their own confidential information.

- 15.3** This confidentiality clause shall remain in force for **XX** years following the termination of this agreement.

#### **Article 16: Modifications, Withdrawals and Disputes**

- 16.1** The present Partnership Agreement can only be changed by means of a written amendment that is signed by all project beneficiaries. Modifications to the project (work plan, budget, etc) that are approved according to the procedure described in the Programme and Project Implementation Manual shall be effective as modifications of this present Partnership Agreement.

- 16.2** The Lead Beneficiary and the project beneficiaries commit themselves to the project implementation and agree not to withdraw from the project unless there are unavoidable reasons. If this nonetheless occurs, the Lead Beneficiary and the project beneficiaries shall endeavour to cover the contribution of the withdrawing project beneficiary, either by assuming its tasks or by asking one or more new beneficiaries to join the partnership.
- 16.3** In case of any disputes among themselves, the project partners are obliged to work towards an amicable settlement. Disputes will be referred to the Project Management Team. If efforts to achieve an amicable settlement fail, the project partners are obliged to seek an out-of-court arbitration procedure *[specify the nature of this procedure]*.
- 16.4** Any legal dispute that may arise from or in connection with this present Partnership Agreement, including challenging the validity of the present Partnership Agreement and the above-mentioned arbitration clause, will be settled in the courts of the jurisdiction of the country where the Lead Beneficiary is located.

#### **Article 17: Non-fulfilment of Obligations or Delay**

- 17.1** All project beneficiaries are obliged to promptly inform the Lead Beneficiary and to provide the latter with all the useful details in case of events that could jeopardize the implementation of the Project.
- 17.2** Should one of the project beneficiaries be in breach of this agreement, the Lead Beneficiary shall give the respective partner a reasonable period of time, (one month at the most) to comply with his obligations.
- 17.3** Should the non-fulfilment of obligations continue, the Lead Beneficiary may decide to exclude the project beneficiary concerned from the Project, with approval of all the other members of the Management Team. Any modification in the Project Partnership acquires approval of the Monitoring Committee.
- The debarred beneficiary that is not located in Greece is obliged to return to the Lead Beneficiary any ERDF funds that have been unduly received, within the month following notification. For any debarred beneficiary located in Greece the procedure for recoveries of unduly paid amounts is immediately initiated by the competent Greek authorities.
- 17.4** In the event of total or partial non fulfillment of the obligations of any of the project beneficiaries or in the event of substantial errors in the effective execution of project activities and following a decision of the MA or the Monitoring Committee related to the project implementation each cosignatory member of the preset Partnership Agreement undertakes the

obligation to return to the Lead Beneficiary any ERDF funds that have been unduly received, within the month following the relevant notification with the exception of the project beneficiaries located in Greece for whom the recovery of unduly paid amounts as provided for in the Greek regulatory framework for beneficiaries located in Greece is immediately initiated by the competent Greek authorities.

**17.5** In cases where the non-fulfilment of a project beneficiary's obligations has financial consequences for the funding of the Project as a whole, the Lead Beneficiary may demand compensation to cover the sum involved.

**17.6** In case that the MA is notified about irregularities in the project in particular on the basis of findings of the "controllers" or after an audit is conducted, and once the relevant amounts have been paid by the MA/CA, it will demand the return of all or part of the funding paid out for the project from the Lead Beneficiary who will claim repayment of the amounts concerned by the respective Beneficiary/ries with the exception of the project beneficiaries located in Greece, for whom the MA/CA may withhold any amounts concerned from future applications of interim payments setting off the relevant amounts in relation to the operation of the Greek Public Investment Account Programme or ask for the return of the amounts concerned to a bank account indicated by the MA/CA. In the event that the recovery of funds from a project beneficiary is not possible, the Lead Beneficiary must immediately inform the MA. If the Lead Beneficiary does not succeed in securing repayment from other beneficiaries, or if the MA/CA does not succeed in securing repayment from the Lead Beneficiary, the Member State, on whose territory the beneficiary concerned is located, shall reimburse the MA/CA of any amounts that were unduly paid to that beneficiary in a given account provided for under Greek law. The MA in collaboration with the CA shall be responsible for reimbursing the amounts concerned to the general budget of the European Union.

#### **Article 18: Reduction and Discontinuation of the Subsidy Contract**

Should the Monitoring Committee be forced to reduce or discontinue the funding referred to in the Subsidy Contract for any reason and should this entail full or partial return of the Cooperation Programme funds already transferred, all project beneficiaries are obliged to return to the MA/CA any of ERDF funds received accordingly.

The final budget for each beneficiary shall show for the overall Project the amount of the eligible expenses and the part of the Cooperation Programme funds allocated to all project beneficiaries. This

determines the amount of funds that every project beneficiary must return if any, and it will be held accountable for the full amount of the ERDF funds to be repaid by each project beneficiary, should the MA decide to terminate the Subsidy Contract and demand repayment of all public expenditure paid to the project beneficiaries.

#### **Article 19: Compliance with State- Aid rules**

**19.1** If any of the project beneficiaries is funded for certain activities under any state aid rules as described in the decision of the Monitoring Committee regarding the project approval, it undertakes the responsibility to comply with the obligations foreseen in the EU regulatory framework of the State Aid and the guidelines provided for by the Managing Authority of the Programme, regarding the application, monitoring of the related funding as well as the reimbursement of any funds as the case might be.

**19.2** In the specific case of a project beneficiary funded for certain activities under the de Minimis rule, the Managing Authority will proceed with the legal procedures in order to examine the total amounts received from the beneficiary the last 3 years regarding the calculation of the de Minimis threshold, as provided for in the Commission Regulation (EU) 1407/2013, starting from the current year excluding the amounts to be funded by the CP INTERREG V-A Greece-Bulgaria 2014-2020. If the amounts already received by the beneficiary have reached the De Minimis threshold or when the de Minimis threshold is exceeded with the addition of the funds requested from the Programme, the Managing Authority will proceed with a proposal to the Monitoring Committee of the Programme regarding the funding of the given beneficiary by the project.

#### **Article 20: Working Language**

The working language of this Partnership Agreement is English. In case a translation of this document into another language is needed, the English language version shall be the binding one.

#### **Article 21: Legislation and Force Majeure**

**21.1** This Partnership Agreement is governed by *[country of Lead Beneficiary]* Law, being the law of the Member State where the Lead Beneficiary is located.

**21.2** The provisions of EU Law especially the provisions of the EU Directives concerning co-ordination of procedures for the award of public service contracts, public supply contracts and public works contracts, and the provisions of EU environmental law must be complied with when entering

into contracts concerning actions or investments in the context of this Project. Any deviations from these provisions shall be deemed as void and null.

- 21.3** No party shall be held liable for not complying with obligations arising from this Partnership Agreement should the non-compliance be caused by force majeure. If such a case arises, the project beneficiary involved shall announce this in writing and provide evidence to the other project beneficiaries immediately. All events or circumstances not linked to the will of the project beneficiaries that impede the implementation of the agreement shall be deemed force majeure.

#### **Article 22: Legal Succession**

In cases of legal succession of any project beneficiary (e.g. where the Lead Beneficiary changes its legal form), this project beneficiary is obliged to transfer all duties under this contract to its legal successor.

#### **Article 23: Nullity**

Should one of the provisions of this agreement be declared null and void under the national law of one of the parties or the law governing this agreement, this shall not render the remaining provisions null and void.

The fact that one of the parties does not acknowledge the application of one of the provisions of the present agreement does not mean that this party has the right to waive this provision.

#### **Article 24: Lapse of Time**

Legal proceedings concerning any issue ensuing from this agreement may be brought before the competent courts no later than three years after it occurs. In the event of legal proceedings concerning a claim to return funds, the three years period is calculated from the time the last transfer of ERDF funds took place.

#### **Article 25: Domicile**

To the effect of this agreement, the project beneficiaries shall irrevocably choose their domicile at the address stated in their letterhead where any official notifications can be lawfully served.

Any change of domicile shall be forwarded to the Lead Beneficiary within 15 days following the change of address by registered mail.

Written in *[specify the town]* in *[specify number]* original copies, on *[specify date]*

[Name of Lead Beneficiary]

[Name and title of legal representative]

[Signature]

[Name of project beneficiary No.....]

[Name and title of legal representatives]

[Signature]

## **Annex**

1) Application form