

# Interreg - IPA CBC

## Italy - Albania - Montenegro



### PARTNERSHIP AGREEMENT

Between the Lead Beneficiary – \_\_\_\_\_ (Lead Partner)

and the beneficiaries (Partners) of the Operation (Project)

“ \_\_\_\_\_ /No. \_\_\_\_\_ / 1<sup>st</sup> call for standard projects”

co-financed by the European Union under the Instrument for Pre-Accession Assistance (IPA)

Interreg IPA CBC Italy–Albania–Montenegro 2014/2020

#### LEAD BENEFICIARY (LEAD PARTNER)

1. Name of the LP \_\_\_\_\_

Address \_\_\_\_\_

Represented by: Mr.

#### and the PROJECT BENEFICIARIES (PROJECT PARTNERS)

2. Name of the PP2 \_\_\_\_\_

Address \_\_\_\_\_

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

3. Name of the PP3 \_\_\_\_\_

Address \_\_\_\_\_

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

4. Name of the PP4 \_\_\_\_\_

Address \_\_\_\_\_

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

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**5. Name of the PP5** \_\_\_\_\_

**Address** \_\_\_\_\_

Represented by <duly authorised to lawfully bind the organisation in relation to third parties> in its capacity as Partner No. 5: **Mr.**

**6. Name of the PP6** \_\_\_\_\_

**Address** \_\_\_\_\_

Represented by <duly authorised to lawfully bind the organisation in relation to third parties> in its capacity as Partner No. 6: **Mr.**

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

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

- A.** 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) hereinafter referred to as IPA II Regulation
- B.** Commission Implementing Regulation (EU) No 447/2014 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)
- C.** Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 on 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 on 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
- D.** 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
- E.** 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
- F.** Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002
- G.** Regulation (EU) No 1302/2013 of the European Parliament and of the Council of 17 December 2013 amending Regulation (EC) No 1082/2006 on a European grouping of territorial cooperation (EGTC) as

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regards the clarification, simplification and improvement of the establishment and functioning of such groupings

- H. Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid
- I. Commission Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation Programmes
- J. Directives and rules on public procurement: Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC; Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC; Directive 2014/23/EU of the European Parliament and of the Council of 26 February 2014 on the award of concession contracts; Procedures and practical guide (PRAG) on public procurements.
- K. Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action
- L. Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union
- M. Regulation (EU, EURATOM) No 547/2014 of the European Parliament and of the Council of 15 May 2014 amending Regulation (EU, Euratom) No 966/2012 on the financial rules applicable to the general budget of the Union
- N. The Respective Financing Agreements concluded by European Commission with Albania and Montenegro;
- O. The decision on 23 November 2017 of the Joint Monitoring Committee (Annex 1) and the approved Application Form (Annex 2);
- P. The Programme Manual as in force, as well as the terms specified in the First Call for project proposals;
- Q. The Italian Law, being the law of the country of the Lead Partner, is applicable to this contractual relationship and for the purpose of implementing the project entitled "\_\_\_\_\_ /No. \_\_\_\_\_ / 1<sup>st</sup> call for standard projects".

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

**Article 1: Definitions**

For the purposes of this partnership agreement the following definitions apply:

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- **Project partner:** any institution financially participating in the project and contributing to its implementation, as identified in the approved application form. It corresponds to the term “beneficiary” used in the European Structural and Investment Funds Regulations.
- **Lead partner (LP):** the project partner who takes the overall responsibility for the submission and the implementation of the entire project according to Article 13 (2) of Regulation (EU) No 1299/2013. It corresponds to the term “lead beneficiary” used in the European Structural and Investment Funds Regulations.
- **Associated partner:** any institution/body involved as observer in the project without financially contributing to it, as identified in the approved project application form.

### Article 2: Project Objectives

1. The project \_\_\_\_\_ /No. \_\_\_\_\_ / 1<sup>st</sup> call for standard projects (hereinafter “the project”) is based on the Objectives of Interreg IPA CBC Italy – Albania – Montenegro Programme 2014/2020 as set out in the Operational Programme. The Programme aims to strengthen cross-border cooperation for smart and sustainable development of the territories involved, with a view to pre-accession of Albania and Montenegro to the European Union.
2. The Programme objectives are, in summary: enhance the framework conditions for the development of SME’s cross-border market; boost attractiveness of natural and cultural assets to improve a smart and sustainable economic development; increase the cooperation of the key actors of the area for the delivery of innovative cultural and creative products; Increase cross-border cooperation strategies on water landscapes; Promoting innovative practices and tools to reduce carbon emission and to improve energy efficiency in public sector; increase coordination among relevant stakeholders to promote sustainable cross border connections in the cooperation area.
3. The project specific objectives are those precisely identified in the approved application form, which is integral part of this agreement.

### Article 3: Subject of the Partnership Agreement

1. This partnership agreement lays down the arrangements regulating the relations between the LP and all Project Partners in order to ensure a sound implementation of the project \_\_\_\_\_ /No. \_\_\_\_\_ / 1<sup>st</sup> call for standard projects as in the latest version of the approved application form as well as in compliance with the conditions for support set out in the European Structural and Investment Funds Regulations, delegated and implementing acts, the programme rules based thereon and the subsidy contract signed between the Managing Authority and the LP.
2. The LP and all project partners commit themselves in jointly implementing the project in accordance with the latest version of the approved application form, with the aim to reach the objectives of the project. This also includes the commitment to produce qualitative outputs and to achieve the results set in the application form.
3. The LP and all project partners declare to have carefully read and accepted the legal framework and the other relevant norms affecting the project. In case that changes in the subsidy contract affect the partnership agreement, this document shall be adjusted accordingly.

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4. The present partnership agreement serves also explicitly as written mandate by the project partners to LP and authorises the latter to perform the specific duties and responsibilities as set out below.

5. The terms of reference of the project are indicated in the annex. The annex comprises:

- The **Decision** of 23 November 2017 of the Joint Monitoring Committee (Annex 1);
- the **Application Form** as approved by the Joint Monitoring Committee and it is an integral part of this Partnership Agreement (Annex 2);
- list of **bank accounts** of the project partners (see related section of the application form);
- private partners' **financial guarantees**, if applicable (Annex 4).

#### Article 4: Duration of the Agreement

1. This Partnership Agreement shall take effect on the date is signed by all partners. The obligations related to audit and recoveries of unduly paid amounts shall remain in force even after the agreement termination date.
2. All expenditures incurred before the set project start date or after the project end date are not eligible.
3. Upon approval by the Managing Authority of the final joint Progress Report, the agreement shall terminate on the date each of the Project Partners receives its share of the last payment of IPA co-financing. Audits and recovery proceedings, as regulated by the EU legislation, may occur even after the termination of this agreement.
4. This agreement has entered into force for the duration stipulated in article 4.1 and cannot be extended without the written permission of the Managing Authority following the procedure described in the Programme Manual, as in force.
5. Following the termination of the agreement, all Project Partners are obliged to comply with the obligations concerning the maintaining and filing of documents for a period of at least three years from 31 December following the submission of the accounts in which the expenditure related to the final progress report of the project is included according to art.140, par.1 of Regulation (EU) No 1303/2013.

#### Article 5: Lead Partner

The Lead Partner of the project:

- a. is entitled to represent the Project Partners in the project.
- b. Is responsible for the overall coordination, management and implementation of the project vis-à-vis the Managing Authority.
- c. Ensures that the expenditure presented by the partners participating in the project has been incurred for the purpose of implementing the project and corresponds to the activities agreed between those partners as specified in the approved Application Form.
- d. Verifies that the expenditure presented by the partners participating in the project has been validated by the controllers, according to the rules set at programme and national level.
- e. Shall receive IPA contribution for the entire project and transfer it to the other partners participating in the project within one month of its receipt.
- f. Shall appoint a Project Manager who has operational responsibility for the implementation of the overall project and a Finance Manager.

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- g. Will ensure timely commencement of the project and implementation of the entire project within the time schedule in compliance with all obligations to the Managing Authority. The Lead Partner shall notify the JS of any factors that may adversely affect implementation of the project activities and/or financial plan.
- h. Shall prepare a work plan setting out tasks to be undertaken as part of the project, the role of the project partners in their implementation, and a project budget.
- i. Shall prepare and submit the joint progress reports including supporting documents, according to the Programme Manual, as in force, and additional requested documents and/or informations from JS and Managing Authority.
- j. Shall address requests for project modifications, according to the Programme Manual, as in force.
- k. Shall be, in general, the contact point representing the partnership for any communication with the Joint Secretariat (JS)/MA or any other of the Programme Structures.
- l. Retains at all times, for control purposes, all files, documents and data relevant to the project on customary data storage media in a safe and orderly manner for at least three years after the closure of the Operational Programme. Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected.
- m. Any other tasks agreed with the project partners. [...add as appropriate]

#### Article 6: Project Partners

1. Project Partners are the bodies responsible for carrying out specific project activities in the manner and scope indicated in the approved application form. Project Partners commit themselves to undertake all steps necessary to support the LP in fulfilling its obligations as specified in the subsidy contract signed between the MA and the LP as well as in this agreement.
2. The Project Partners 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 Partner that is required by the latter to coordinate and monitor the implementation of the project and to perform its reporting duties toward the Managing Authority;
  - c. Regularly submitting expenditures for verification to be on time for the due progress report as set in the subsidy contract, to the designated Controllers, according to the rules set at programme and national level. Verified expenditures must be submitted through the electronic monitoring system to the Lead Partner immediately after verification, according to the programme rules, and at least two weeks before the report is due, in order to assist the reporting and reimbursement procedures;
  - d. Notifying the Lead Partner of any factors that may adversely affect implementation of the project in accordance with the work plan;
  - e. Project partners are responsible to return to the Lead Partner any amounts of IPA contribution unduly paid concerning their participation in the project, within a month by the receipt of the written request of the Lead Partner, which must be accompanied by the relevant decision of the Programme Authorities. For the national co-financing the specific regulation of the country granting it applies.
3. In particular, for the part of the project for which it is responsible, each PP shall ensure:

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- a. that it is in compliance with relevant rules concerning equal opportunities, protection of environment, financial management, branding, public procurement and State aid;
  - b. that the expenses incurred are strictly related to the project activities, accordingly to the approved Application Form and approved project changes.
  - c. that it is implemented in observation of the rules and procedures set in the Programme Manual (e.g. with regard to monitoring the project physical and financial progress, recording and storing of documents, written requests for project changes, implementation of information and publicity measures etc.);
  - d. that in case of aid granted under the *de minimis* regime all necessary requirements provided for in Regulation (EU) No 1407/2013 are respected by the PP concerned and also, when necessary, by those bodies benefitting of project activities/outputs;
  - e. that programme requirements on eligibility of expenditure, as provided for in the Programme Manual and in line with subsidy contract signed between the MA and the LP, are strictly respected.
4. Each Project Partners confirms, according to Regulation (EU) 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the Italian Law on Data Protection Decree N. 196/2003 in its valid version, that the MA is entitled to use personal data which are contained in the approved application form and which are acquired in the organs and authorised representatives of the following bodies and authorities: national control bodies and bodies and authorities involved in audits carried out for the programme, European Commission, auditing bodies of the European Union, the Ministry of Finance of the Republic of Italy or any other institution responsible for conducting audits or controls according to European Union's or national laws.
5. Each Project Partner shall set up a physical and/or electronic archive which allows storing data, records and documents composing the audit trail, in compliance with requirements described in the Programme Manual. The location of the abovementioned archive is indicated in the programme electronic monitoring system and each PP commits itself to promptly inform the LP on any change of location.
6. Project Partners agree to take all necessary steps enabling the Lead Partner to comply with its responsibilities as set out in the Subsidy Contract.

#### **Article 7: Specific Activities**

Lead partner and project partners agree to perform activities as specified in the enclosed application form of the project, which is integral part of this agreement.

#### **Article 8: Organizational Structure of the Partnership**

1. For a sound implementation and management of the project a project steering committee will be set up. The project steering committee will be responsible for monitoring the implementation of the project. The project steering committee will be chaired by the Lead Partner. Its members shall include the Lead Partner and project partners. Associated partners shall be invited to take part in the steering committee meetings in an advisory capacity. External key stakeholders may also be invited to take part to one or more meetings in an observer/advisory capacity. The project steering committee shall meet

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regularly in order to monitor the progress of the project. The JS and the MA can also be invited to attend the meetings.

2. The project steering committee will have the authority to delegate specific tasks or responsibilities to such sub-committees or working groups as it shall deem appropriate to establish.

**Article 9: Project activities implemented by third parties on behalf of the project partner**

1. In case of cooperation with third parties, including subcontractors or in-house bodies, delegation of part of the activities or of major outsourcing, the project partner concerned shall remain solely responsible to the Lead Partner, concerning compliance with its obligations as set out in this Partnership Agreement. The project partner shall duly inform the lead partner about any delegation or major outsourcing.
2. No project partner shall have the right to transfer its rights and obligations under this Partnership Agreement without the prior consent of all the other project partners.
3. Cooperation with third parties including subcontractors and in-house bodies shall be undertaken in accordance with the rules and procedures set out in EU and national public procurement laws and regulations.

**Article 10: Project Budget and Eligible Expenditure**

1. The Lead Partner is responsible for preparing a project proposal setting out an estimate of eligible expenditure and funding (IPA and national co-financing). Each Project Partner is responsible towards the LP for guaranteeing a sound financial management of its budget as indicated in the latest version of the approved application form, and pledges to release its part of the co-funding. The budget of the project proposal shall be denominated in Euro. The budget allocated to each partner as well as the project total budget is presented in the table below:

	Partner	Total eligible budget	IPA II co-financing (%)	IPA II	Total contribution
LP		€	85%	€	€
PP2		€	85%	€	€
PP3		€	85%	€	€
PP4		€	85%	€	€
PP5		€	85%	€	€
PP6		€	85%	€	€
<b>Total</b>			---		



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2. The eligibility of expenditure will be determined based on European Union Regulations and national laws. Eligible expenditure must be: 1) directly related to the content of the project; 2) necessary for the implementation of the project as long as they are reasonable and consistent with the principles of operational efficiency and economy; 3) actually incurred and are identifiable and verifiable in the accounting and taxation records of the project partner;
3. Expenditure should follow eligibility rules stipulated at the Programme Manual (Facsheet “Rules on Eligibility of expenditures”).
4. The IPA financial contributions shall be paid into the account of the Lead Partner who shall be responsible for the administrative and financial management of the funds and for transferring the funds to the respective project partners in full and without delay in accordance with their verified expenditure incurred for project actions effectively carried out. For the national co-financing the related national rules shall apply.

**Article 11: Pre-financing (where applicable)**

1. The pre-financing amount received by the Lead Partner, if requested on the basis of the subsidy contract, shall be transferred upon payment and without delay to the project partners according to following key:

	Partner	IPA II Pre-financing
LP		€
PP2		€
PP3		€
PP4		€
PP5		€
PP6		€
<b>Total</b>		€

2. The pre-financing shall be compensated - in equal shares - with the first three payments due to the concerned partners, according to actually incurred and validated expenditure included in the related Progress Reports.
3. In case the concerned partners do not manage to submit enough validated expenditure for compensating the pre-financing received, they shall return the difference to the Lead partner upon request and without any delay.

**Not-compulsory clause (the lead partner may decide to use it or not)**

Private project partners shall provide the lead partner with a financial guarantee (or a guarantee provided by the respective national authority as specified in the Programme Manual) covering own pre-financing

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amounts. The guarantee shall be issued prior to the signature of this partnership agreement according to the rule specified in the call for project proposals and to the conditions laid down in the Subsidy Contract.

#### Article 12: Monitoring, Reporting and request for payments

1. The Lead Partner has overall responsibility for monitoring the actions undertaken by the project partners on an ongoing basis.
2. The Lead Partner is responsible for submitting joint progress reports and statements of 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/outcomes achieved against targets, expenditure incurred, 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.
3. Each Project Partners may only request, via the LP, payments of the contribution by providing proof of progress of its respective part(s) of the project towards the achievement of the outputs and results as set in the approved application form, in compliance with the principle of sound financial management (as determined by the principles of economy, efficiency and effectiveness) and by demonstrating the utility derived from any purchases. To this purpose, each project partners commits to providing the LP with complete and accurate information needed to draw up and submit progress and final reports and, where possible, the main outputs and deliverables obtained in line with the approved application form. The reporting periods, spending targets and reporting deadlines are laid down in the overview table annexed to the subsidy contract.

In order to meet the abovementioned deadlines each project partner is obliged to supply the Lead Partner 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.

Following the approval of the joint progress report by the MA/JS and the respective IPA funds have been transferred to the LP account, the LP shall forward the respective IPA share to each PP without any delay and in full to their bank accounts as indicated in Annex 3. Bank accounts shall be whenever possible specific for the project and shall provide for registration in Euro (EUR; €) of total expenses (expenditure) and of the return (income) related to the project. Changes of the account number shall be duly notified to the LP.

4. Requests for postponement of the reporting deadline may be granted only in exceptional and duly justified cases. They shall be asked by the LP to the MA via the JS at the latest one week prior to the due deadline.
5. The Lead Partner shall inform all project partners on a regular basis of all relevant communication between the Lead Partner and the Managing Authority, the Joint Secretariat and the Certifying Authority.
6. The national co-financing of Italian public bodies is regulated separately from this contract.

#### Article 13: Financial Control and Audits

1. For control and audit purposes, the Lead Partner and the Project Partners shall:
  - A. Retain all files, documents and data concerning the project for a period of at least three years from 31 December following the submission of the accounts in which the expenditure related to the

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final joint progress report of the project is included, according art.140, par.1 of Regulation (EU) No 1303/2013.

- B. Make all the necessary arrangements to ensure that any controls and audits, notified by the duly authorized regional, national, and Community Authorities, can be carried out.
  - C. 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.
2. The information concerning the reality and validity of actions and expenses eligible for IPA funding provided by each Project Partner shall engage only its own responsibility.
  3. The European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) and, within their responsibility, the auditing bodies of the participating States or other national public auditing bodies as well as the Programme Audit Authority, the MA and the JS are entitled to audit the proper use of funds by the LP or by its Project Partners or to arrange for such an audit to be carried out by authorised persons. The LP and Project Partners will be notified in due time about any audit to be carried out on their expenditure.

#### **Article 14: Publicity, Communication and Branding**

1. The Project Partners shall implement the communication and publicity measures in accordance with the project application form and European Union Regulations on information and publicity measures to be carried out by the States of the Programme concerning co-financing from the Investment and Structural Funds. They shall play an active role in any actions organised to disseminate the results of the project. Any public relations measure shall be coordinated by the Lead Partner.
2. Unless the MA requests otherwise, each PP shall ensure that any notice or publication made by the project, including presentations at conferences or seminars, shall point out that the project was implemented through financial assistance from the Interreg IPA CBC Italy-Albania-Montenegro Programme as required by Annex XII to Regulation (EU) 1313/2013. All information, communication and branding measures of the project shall be carried out in accordance with the aforementioned rules, the latest version of the approved application form, the Programme Manual and any other guidelines issued by the programme on the matter. The LP shall provide the PPs with relevant documents and any programme guidelines.
3. The LP must ensure that all the Project Partners and itself respect the additional branding requirements as laid down in the Programme Manual which forms an integral part of this agreement.
4. Each Project Partner shall ensure that any notice or publication relating to the project made in any form and by any means, including the Internet, states that it only reflects the author's view and that the programme authorities are not liable for any use that may be made of the information contained therein.
5. All Project Partners also takes the full responsibility for the content of any notice, publication and marketing product provided to the MA which has been developed by the Project Partners or third parties on behalf of the Project Partners. The Project Partners are liable in case a third party claims compensation for damages (e.g. because of an infringement of intellectual property rights). The Project Partners will indemnify the LP in case the LP suffers any damage because of the content of the publicity and information materials.

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6. Each Project Partner shall comply with all publicity, communication and branding obligations (e.g. on the use of the programme logo, information requirements, organisation of events etc.) as further specified in the Programme Manual.
7. The LP and each Project Partner authorise the programme authorities to publish, in any and by any means, the following information:
  - a. the name of the LP and its Project Partners;
  - 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 starting and end dates;
  - g. the IPA 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.
8. The MA is entitled to furthermore use these data for information and communication purposes as listed in Annex XII of Regulation (EU) No 1303/2013. Any communication campaign, media appearance or other publicity of the project shall be communicated to the MA/JS for potential website updates or showcases.
9. The MA on behalf of the JMC 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 Project Partners agree that the outputs are forwarded by the MA to other programme authorities as well as the countries taking part in the programme to use this material to showcase how the subsidy is used. For the purpose of meeting the objectives as set out in § 9.1 of this agreement, each PP shall provide evidence of the deliverables and outputs produced as further specified in the Programme Manual.

#### **Article 15: Dissemination of Project Outcomes**

The Lead Partner and the Project Partners 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 capitalize on and disseminate the results of the project.

#### **Article 16: Property Rights**

1. The Lead Partner and the Project Partners 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 patrimonial and commercial rights on teaching material, methodologies and other products of any nature resulting from the project.
2. The result 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 Partners.
3. The Project Partners dispose of the property in accordance with mutually agreed upon rules, based on the prevailing rules of co-authorship.

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#### **Article 17: Confidentiality Requirements**

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 Partners themselves or with the MA, JS and the Joint Monitoring Committee, can be confidential. Only documents and other elements explicitly provided with the statement “confidential” shall be regarded as such. This, 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 Partners according to the provisions of this agreement.
2. Project Partners 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 Partner and the partner institution that provided the information. The Project Partners 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.
3. This confidentiality clause shall remain in force for 5 years following the termination of this agreement.

#### **Article 18: Modifications, Withdrawals**

1. This present Partnership Agreement can only be changed by means of a written amendment that is signed by all project partners. Modifications to the project (work plan, budget, etc.) that are approved according to the procedure described in the Programme Manual shall be effective as alterations of this present Partnership Agreement. In case of changes in the partnership, this partnership agreement shall be amended accordingly and signed by the LP and the Project Partners, including the new Project Partner if applicable.
2. Changes in budget allocations per budget lines, work packages and partner as well as changes in activities/outputs and project duration are allowed as long as the maximum amount of funding awarded is not exceeded, if provisions related to State aid discipline are respected and if they follow the conditions and procedures as set out in the implementation and applicant manuals. With regard specifically to budget changes, each Project Partner may only apply changes in its approved budget if they comply with the flexibility rules stated in the Programme Manual and if prior approval from the Lead Partner or the programme bodies has been provided, as appropriate. To this purpose, each Project Partner shall timely inform the LP on any request of revision of its budget in respect to its original commitment.
3. The Lead Partner and the Project Partners agree not to withdraw from the project unless there are unavoidable reasons for it. If this were nonetheless to occur, the Lead Partner and the project partners shall endeavor to cover the contribution of the withdrawing project partner, either by assuming its tasks or by asking one or more new partners to join the partnership.

#### **Article 19: Non-fulfillment of Obligations or Delay**

1. All Project Partners are obliged to promptly inform the Lead Partner and to provide the latter with all the useful details should there be events that could jeopardise the implementation of the Project.
2. Should one of the Project Partners be in default, the Lead Partner shall admonish the respective partner to comply within a reasonable period of time, a maximum of one month.

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3. Should the non-fulfilment of obligations continue, the Lead Partner may decide to exclude the Project Partner concerned from the Project, with approval of all the other members of the project steering committee. Any modification in the Project Partnership has to acquire approval of the Joint Monitoring Committee.
4. The debarred partner is obliged to refund to the Lead Partner any IPA funds that have been unduly received, within the month following notification.
5. In the event of total or partial incompleteness of the obligations of any of the project partners or in the event of material errors in the effective execution of project activities, each cosignatory member of the preset Partnership Agreement undertakes to reimburse the Lead Partner any funds that have been unduly received, within the month following notification.
6. In cases where the non-fulfilment of a Project Partner's obligations has financial consequences for the funding of the Project as a whole, the Lead Partner may demand compensation to cover the sum involved.
7. In case that the Managing Authority has proof for irregularities in the project, it will demand the return of all or part of the funding paid out for the project from the Lead Partner who will claim the amount concerned by the respective partner/s. In the event that the recovery of funds is not possible, the Lead Partner must immediately inform the Managing Authority who will inform the respective participating country/s. The demand of return of all of the funding paid out for the project shall automatically mean the termination of the present contract.

**Article 20: Reduction and Discontinuation of the Subsidy Contract / Withdrawal or recovery of unduly paid-out funds, decommitment of funds**

1. Should the Joint Monitoring Committee be forced to reduce or discontinue the funding referred to in the Subsidy Contract, and should this entail full or partial refunding of the Programme funds already transferred, all Project Partners are obliged to refund the Programme funds accordingly.
2. The final financial settlement, drawn up on the basis of the Final Statement of Expenditure shall show, both for the overall Project as well as for every Project Partner, the status of the eligible expenses and the portion allocated to all Project Partners of the grant. This determines the amount all partners must refund, and shall be held accountable for the full amount of such community funds to be repaid by such Project Partner, should the Joint Monitoring Committee claim such funds from the Lead Partner.
3. Should the MA in accordance with the provisions of the subsidy contract, the Programme Manual and the relevant provisions of this agreement, demand the repayment of subsidy already transferred to the LP, every PP is obliged to transfer its portion of undue paid out amount to the LP in compliance with Article 27(2) of Regulation (EU) No 1299/2013. The LP shall, without delay, forward the letter by which the MA has asserted the repayment claim and notify every PP of the amount repayable. Alternatively, and 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. 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 the relevant article of the subsidy contract. Further provisions of the subsidy contract shall apply by analogy.

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4. In case the PP does not repay the LP the irregular amounts by the deadline specified in the recovery letter, the LP informs the MA without delay. In duly justified cases, the MA informs the responsible authorities of the participating country, on whose territory the PP concerned is located in order to recover the unduly paid amounts from these authorities. Therefore, the respective responsible authority of the participating country is entitled to claim the unduly paid funds that have been reimbursed to the MA from the PP.
5. In case that 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 PPs.
7. If de-commitment of funds apply in compliance with the provisions of the Programme Manual, the PPs herewith agree that the deduction shall be imputed to those PPs that have contributed to the decommitment of funds unless a different decision is taken by the JMC. Deduction of funds shall be done in a way not to jeopardise future involvement of PPs and implementation of activities.

#### **Article 21: Working Language**

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

#### **Article 22: Legislation, Force Majeure, Disputes**

1. This Partnership Agreement is governed by the Italian law being the law of the country of the Managing Authority.
2. The Courts of Bari (Italy) being the Court having jurisdiction at the seat of Managing Authority, shall have exclusive jurisdiction on disputes related to the implementation of this agreement.
3. The provisions of European Union Law, as well as 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 Community environmental law must be complied with when entering into contracts concerning actions or investments in the context of this Project. The provisions of this agreement that unlawfully deviate from these provisions shall be deemed as unwritten.
4. 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 Project Partners and cannot be overcome despite their reasonable endeavours. Any default of a product or service or delays in making them available for the purpose of performing this agreement and affecting the project performance, including, for instance, anomalies in the functioning or performance of product or services, labour disputes, strikes or financial difficulties do not constitute force majeure. 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. Neither the LP nor the Project Partners 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 Project Partners 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.

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5. In case of dispute between the LP and its Project Partners or among Project Partners, presumption of good faith from all parties will be privileged and any disputes shall be persecuted towards an amicable settlement. Disputes will be referred to the project steering committee. If efforts to achieve an amicable settlement should fail, the project partners are obliged to seek an out-of-court arbitration procedure.
6. Any legal dispute that may result from or in connection with this present Partnership Agreement, including such over the validity of this present Partnership Agreement itself and this arbitration clause, will be finally decided in accordance with the jurisdiction of the country where the Lead Partner is located.

#### **Article 23: Revenues**

Earnings generated during and after 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 and 65 of Regulation 1303/2013 and stipulations in the Programme Manual. The LP and each Project Partner are responsible for keeping account and documenting all revenues generated, following project activities, for control purposes.

#### **Article 24: Legal Succession**

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

#### **Article 25: Nullity**

Should one of the provisions of this agreement be declared null or void in 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 request application of one of the provisions of the agreement does not imply that this party waives such provision.

#### **Article 26: Lapse of Time**

Legal proceedings concerning any issue ensuing from this agreement may not be lodged before the courts more than three years after the fact. In the event of legal proceedings concerning a claim to refund funds, a period of three years following the last transfer shall be applied, upon approval by the Joint Monitoring Committee.

#### **Article 27: Domicile and signature**

To the effect of this agreement, the Project Partners shall irrevocably choose 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 Partner within 15 days following the change of address by registered mail.

This agreement shall start having its legal effects, when all parties have signed and the Lead Partner has received the original copies of the signed agreement.

#### **Article 28: Concluding Provisions**



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The approved Application Form, the EU guidelines and the distributed financial and legal obligations are considered to be integral part of this contract between the Project Partners.

All cited laws, regulations and programme documents mentioned in this agreement are applicable in their currently valid version. If any provision in this agreement should be wholly or partly ineffective, the parties to this agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

Written in \_\_\_\_\_ ( \_\_\_\_\_ ) original copies,

**Annex**

1. Joint Monitoring Committee Decision of 23 November 2017
2. Application form, in its current valid version
3. Overview table on reporting periods and deadlines
4. Financial guarantees for private partners (if required by the Lead partner)
5. CUP No. declaration (Applicable only to Italian partners)



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**LP - Lead Partner of the project**

\_\_\_\_\_ /No. \_\_\_\_\_ / 1st call for standard projects

Official stamp of the Signatory (if existing)

[Signature]

.....

*Name of the Signatory*

*Place and date*

*Position of the Signatory*

Please attach a copy of a valid identity document (e.g. identity card, passport)



PROJECT \_\_\_\_\_ /No. \_\_\_\_\_ / 1<sup>st</sup> call for standard projects

**PP2 - PARTNER 2 of the project**

\_\_\_\_\_ /No. \_\_\_\_\_ / 1st call for standard projects

Official stamp of the Signatory (if existing)

[Signature]

.....

*Name of the Signatory*

*Place and date*

*Position of the Signatory*

Please attach a copy of a valid identity document (e.g. identity card, passport)



PROJECT \_\_\_\_\_ /No. \_\_\_\_\_ / 1<sup>st</sup> call for standard projects

**PP3 - PARTNER 3 of the project**

\_\_\_\_\_ /No. \_\_\_\_\_ / 1st call for standard projects

*Official stamp of the Signatory (if existing)*

[Signature]

.....  
*Name of the Signatory*

*Place and date*

*Position of the Signatory*

Please attach a copy of a valid identity document (e.g. identity card, passport)



PROJECT \_\_\_\_\_ /No. \_\_\_\_\_ / 1<sup>st</sup> call for standard projects

**PP4 - PARTNER 4 of the project**

\_\_\_\_\_ /No. \_\_\_\_\_ / 1st call for standard projects

Official stamp of the Signatory (if existing)

[Signature]

.....

*Name of the Signatory* \_\_\_\_\_ *Place and date*

*Position of the Signatory*

Please attach a copy of a valid identity document (e.g. identity card, passport)



PROJECT \_\_\_\_\_ /No. \_\_\_\_\_ / 1<sup>st</sup> call for standard projects

PP5 - PARTNER 5 of the project

\_\_\_\_\_ /No. \_\_\_\_\_ / 1st call for standard projects

Official stamp of the Signatory (if existing)

[Signature]

.....  
*Name of the Signatory*

*Place and date*

*Position of the Signatory*

Please attach a copy of a valid identity document (e.g. identity card, passport)



PROJECT \_\_\_\_\_ /No. \_\_\_\_\_ / 1<sup>st</sup> call for standard projects

PP6 - PARTNER 6 of the project

\_\_\_\_\_ /No. \_\_\_\_\_ / 1st call for standard projects

Official stamp of the Signatory (if existing)

[Signature]

.....  
*Name of the Signatory*

*Place and date*

*Position of the Signatory*

Please attach a copy of a valid identity document (e.g. identity card, passport)

PROJECT \_\_\_\_\_ /No. \_\_\_\_\_ / 1<sup>st</sup> call for standard projects

### ANNEX 3 – Reporting deadlines

To be completed by the LP based on the subsidy contract

Period number	Duration (month)	Start date	End date	Progress Reports' Reporting date
0	...	01.01.2017	30.03.2018	
1	...	03.04.2018	30.06.2018	
2	6	01.07.2018	31.12.2018	
3	6	01.01.2019	30.06.2019	
4	6	01.07.2019	31.12.2019	
5	....	01.01.2020	02.04.2020	



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## ANNEX 5 – CUP No. declaration (applicable to Italian partners)

Italian partners shall fill in and sign following declaration in the applicable version A for public and B for private bodies.

### Version A – Declaration by Italian PUBLIC lead/project partners

-In compliance with art. 11 of the Italian law no.3/2003, Italian partners have the obligation to request and use a unique identification number (CUP) for each project, as a measure supporting transparency and control of public investments, therefore mitigating fraud risk.

-Furthermore, according to CIPE Decisions no. 45 /2011 and no. 143/2002, the CUP no. is obligatory for all Italian partners EU co-financed projects, even within the European Territorial Cooperation, therefore also for the Interreg IPA CBC Italy-Albania-Montenegro.

-In particular, decision no. 45/2011 specified that if the contributions are paid to public bodies or bodies governed by public law the CUP is requested by each public body or body governed by public law; if contributions are paid to private partners, the managing authority shall request the CUP for the private partner.

On this legal basis, I, the undersigned, *[name, surname]*, as the legal representative of *<name of the Project Partner's organisation in original language>* acting as *Lead Partner /Project Partner* in the project *< project acronym>*,

declare that

- The CUP no. related to this co-funded project is CUP NO. , *[CUP NO]*,

- I commit to use the CUP no., together with the project no. and identification provided in the EMS system, by the organisation I represent, in the financial flows related to the project, such as for payments to contractors, invoices and contracts.

**I acknowledge that untruthful/false declarations, in addition to the administrative sanctions and the request for refunding unduly received contribution charged with the interests, can also be prosecuted according to the relevant penal law.**

.....  
*Name of the Signatory - Signature*

.....  
*Place and date*

PROJECT \_\_\_\_\_ /No. \_\_\_\_\_ / 1<sup>st</sup> call for standard projects

## Version B – Declaration by Italian PRIVATE lead/project partners

-In compliance with art. 11 of the Italian law no.3/2003, Italian partners have the obligation to request and use a unique identification number (CUP) for each project, as a measure supporting transparency and control of public investments, therefore mitigating fraud risk.

-Furthermore, according to CIPE Decisions no. 45 /2011 and no. 143/2002, the CUP no. is obligatory for all Italian partners EU co-financed projects, even within the European Territorial Cooperation, therefore also for the Interreg IPA CBC Italy-Albania-Montenegro.

-In particular, decision no. 45/2011 specified that if the contributions are paid to public bodies or bodies governed by public law the CUP is requested by each public body or body governed by public law; if contributions are paid to private partners, the managing authority shall request the CUP for the private partner.

On this legal basis, I, the undersigned, *[name, surname]*, as the legal representative of *<name of the Project Partner's organisation in original language>* acting as *Lead Partner /Project Partner* in the project *< project acronym>*,

declare that

I commit to use the CUP number, which I am going to receive from the Managing Authority in relation to this co-funded project, together with the project no. and identification provided in the eMS system, by the organisation I represent, in the financial flows related to the project, such as for payments to contractors, invoices and contracts.

**I acknowledge that untruthful/false declarations, in addition to the administrative sanctions and the request for refunding unduly received contribution charged with the interests, can also be prosecuted according to the relevant penal law.**

.....  
*Name of the Signatory - Signature*

.....  
*Place and date*