

## Partnership agreement

### Preamble

Having regard to:

Article 26 (1) a of Regulation (EU) 2021/1059;

the following agreement is hereby made between the lead partner (LP) of the project and the project partners as listed in the project data for the implementation of the Interreg [Euro-MED] project [project number, title of the project and acronym], approved by the Monitoring Committee of the Interreg [XXX Programme] on ..... [date].

#### Abbreviations

Programme – Interreg Euro-MED

AA - Audit Authority

EC - European Commission

EU – European Union

JS - Joint Secretariat

LP - Lead Partner

MA - Managing Authority

MC - Monitoring Committee

NA - National Authority

PP - Project Partner (PPs – Project Partners)

TCP - Thematic Community Projects

IDP - Institutional Dialogue Projects

### Articles

#### Article 1: Legal framework

The following legal provisions and documents constitute the contractual basis of this partnership agreement and the legal framework applicable to the rights and obligations of the parties to this contract, for the implementation of the project [project ACRONYM and Project NAME]:

- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, as further specified below;

- The Interreg Euro-MED Programme, approved by the European Commission on XXX (Decision No. XXX) setting the Programme (hereinafter referred to as Interreg Euro-MED Programme);
- The laws of the PP's countries applicable to this contractual relationship;
- Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 966/2012, together with related Delegated or Implementing Acts;
- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, especially:
  - Regulation (EU) No 2021/1060 of the European Parliament and of the Council of 24 June 2021, laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund, and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy, and repealing Council Regulation (EC) No 1303/2013, and any amendment;
  - Regulation (EU) No 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund, and repealing Regulation (EC) No 1301/2013, and any amendment;
  - Regulation (EU) No 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial goal (Interreg) supported by the European Regional Development Fund and external financing instruments, and repealing Regulation (EC) No 1299/2013, and any amendment;
- Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC (General Data Protection Regulation, GDPR);
- Regulation (EU) No 2021/1529 of the European Parliament and of the Council of 15 September 2021, establishing the instrument for Pre-Accession assistance (IPA III), hereinafter referred to as IPA III Regulation;
- Articles 107 and 108 of the Treaty on the Functioning of the European Union,

- Commission 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,
- Commission Regulation (EU) 2021/1237 of 23 July 2021 amending Regulation (EU) No 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty;
- Delegated and Implementing acts, as well as all applicable decisions and rulings in the field of state aid;
- All other EU legislation and the underlying principles applicable to the LP and the PPs, including the legislation laying down provisions on competition and entry into the markets, the protection of the environment, and equal opportunities between men and women;
- National rules applicable to the LP and its PPs and their activities;
- The Interreg Euro-MED Programme, approved by the European Commission on XXX (Decision No. XXX) setting the Programme (hereinafter referred to as Interreg Euro-MED Programme or Programme
- Project data, comprising but not limited to latest project documentation such as application form and all project information available in the electronic system;
- The Subsidy Contract, concluded between the LP of the project and the MA;
- All manuals, guidelines and any other documents relevant for project implementation in their latest version, as published on the Programme website or handed over directly to the LP during the implementation of the project.

Should the above-mentioned legal norms and documents, and any other documents or data relevant for the contractual relationship be amended, the latest version shall apply.

## Article 2: Definitions

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

- a. Project partner: any institution financially contributing to 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. The Lead partner (see definition below) is also considered as a project partner. Consequently,

any clause in this Partnership Agreement concerning the project partners must also apply to the Lead Partner.

b. Lead partner: the project partner designated by all partners and who assumes responsibility for ensuring the implementation of the entire project according to Articles 23 (5) and 26 (1) b of Regulation (EU) No 2021/1059.

c. Project data: comprise the information integrated in the latest application form, and if applicable, adjusted during the last "progress review" which will have been carried out in cooperation with the JS as well as all project information available in Jems

### Article 3: Subject of the Partnership Agreement

1. This partnership agreement lays down the arrangements regulating the relations between the LP and all other PPs to ensure sound implementation of the project as described in the project data, 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 Manual based thereon, and the Subsidy contract signed between the MA and the LP.
2. This document forms an annex to the Subsidy contract.

### Article 4: Duration of the partnership agreement

1. The present partnership agreement comes into force once it has been signed by the LP and each PP individually, and under the condition that the project is approved for Programme financing. It remains in force until the LP and PPs have completed in full their obligations as further defined in article 6 of this agreement towards the MA and any relevant European and/or national body.

### Article 5: Roles and duties in the partnership

1. Each PP must:
  - a) Accept the part of the subsidy awarded that corresponds to his institution for the implementation of the project as described in the project data, as referred to in Article 1 and 2 of this document.
  - b) Carry out specific project activities in the manner and scope indicated in the project data;
  - c) 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.
  - d) Actively cooperate in the implementation of the project;
  - e) Participate to the project implementation and financing respecting the EU requirements for joint development, joint implementation, joint staffing and joint financing;
  - f) Provide the LP with all the information and documents required for coordinating and regularly monitoring the technical and financial progress of the project; and necessary in preparing the progress and

- final reports concerning the part of the project that the partner is responsible for);
- g) Provide any additional information related to reporting, to the LP or JS/MA if requested, in due time;
  - h) Contribute to the Programme Results Amplification Strategy and to activities related to the cooperation between projects of the same mission, at the level foreseen for each type of project( as set in the Programme Manual and the relevant Terms of References), and to all activities implementing the ISO1 Programme priority
  - i) Comply with any deadlines set by the Programme, the LP or agreed within the partnership;
  - j) Notify the LP of any factors that may adversely affect the implementation of the project in accordance with the project data; (paragraph not applicable to the LP);
  - k) Set up a Project Steering Committee and adopt internal rules of procedure.
2. In particular, for the part of the project for which it is responsible, each PP must:
- a) act in compliance with the provisions of the relevant EU regulations, the specific provision of the Programme and national rules, especially regarding Structural Funds, public procurement, State Aid, respect of fundamental rights, equal opportunities, gender equality, non-discrimination and sustainable development, sound financial management, branding and communication requirements, and works to ensure that the project has no harmful impact on the environment
  - b) Implement projects activities in accordance with the rules and procedures set in the Programme Manual;
  - c) Guarantee that project activities do not conflict with the relevant EU and national/regional legislation and policies of the regions and countries involved that any authorisations required for their implementation have been obtained;
3. Furthermore, the LP of the project:
- a) Is entitled to represent the PPs in the project and coordinates the partners listed in the project data;
  - b) Ensures the project financial management and is responsible for the overall coordination, management and implementation of the project towards the MA;
  - c) Ensures timely commencement and implementation of the activities within the lifetime of the project, in compliance with all obligations to the MA. The LP must notify the JS of any factors that may adversely affect implementation of the project activities and/or the financial plan;
  - d) Monitors the delivery of the agreed work plan, setting out tasks to be undertaken as part of the project, the role of the PPs in their implementation, and the project budget;

- e) Prepares and submits the project progress reports, including eventual supporting documents, according to the Programme Manual, and additional requested documents and/or information from MA/JS;
- f) Prepares and submits requests for project modifications, according to the Programme Manual;
- g) Is, in general, the contact point representing the partnership for any communication with the JS/MA or any other of the Programme bodies;
- h) Provides the partners with copies of all relevant project documents, and reports on the implementation of the project. The LP must regularly inform the PPs of all relevant communication between the LP and the MA/JS;
- i) Carries out any other tasks agreed with the project partners based on the project's Steering Committee internal rules;
- j) Must draw up provisions for sound financial management of funds allocated to the project, including a system for recovering from the partners any overpaid amount, in accordance with Article 52 of Regulation (EU) No. 2021/1059;
- k) Must guarantee the successful contribution of the project to the Programme Results Amplification Strategy and to activities related to the cooperation between projects of the same mission, at the level foreseen for each type of project( as set in the Programme Manual and the relevant Terms of References), and to all activities implementing the ISO1 Programme priority

Article 6: Financial management of the project, control, audits and document keeping.

1. Each PP is responsible for its budget up to the amount stated in project's data and commits himself to secure its share of national co-financing.
2. Each PP must:
  - a) Set up separate accounts or adequate bookkeeping systems for the financial management of the project, ensuring that expenditure and revenues, as well as the received national co-financing and Programme subsidy related to the project, are clearly identified;
  - b) Ensure that EU eligibility rules and Programme requirements on eligibility of expenditure, as provided for in the Programme Manual and, if applicable, national rules are strictly respected;
  - c) Be responsible for guaranteeing the sound financial management of Programme funds received;
  - d) Regularly submit expenditures for verification to the designated National Controller, according to the rules set at Programme and national level. Verified expenditures must be submitted through Jems to the LP;
  - e) Receive directly the share of the Interreg fund corresponding to certified eligible costs claimed and in accordance with the co-financing rate stated in the project data;
  - f) Ensure that the bank details of its institution are kept up to date in the monitoring system;

- g) Notify the reception of the Interreg subsidy and any external co-financing;
- h) Return to the body in charge of the Accounting Function any amounts unduly paid concerning his participation in the project, in accordance with the rules and procedures set in the Programme Manual. In the case of national co-financing, the specific regulation of the country granting it applies;
- i) Ensure that the expenses incurred are strictly related to the project activities, in line with the project data;
- j) Set up a physical and/or electronic archive where data, records and documents composing the audit trail are stored, in compliance with the requirements described in the Programme Manual.
- k) Provide access to the premises, as well as project related locations, documents and necessary information, irrespective of the medium in which they are stored, for verifications by the MA, the JS, the Body in charge of the Accounting Function, the AA, relevant national authorities, authorised representatives of the EC, the European Anti-Fraud Office, the European Court of Auditors, the Group of Auditors and any external auditor authorised by these institutions or bodies.

These verifications may take place up to 5 years from 31 December of the year of the last payment from the Programme to the project as stated in article 82 of Regulation 2021/1060 and in the closure letter addressed to the LP by the Programme. Longer retention period may apply in case of State Aid or in accordance with national rules. The PPs must ensure that all original documents, or their certified copies, in line with the national legislation related to the implementation of the project, are made available until the above final date of possible verifications, and until any on-going audit, verification, appeal, litigation or pursuit of claim has been completed.

3. The MA has the right to suspend payments should the partner become subject to controls or audits by the MA/JS, the Body in charge of the Accounting Function, AA or relevant EU bodies until these controls or audits have been completed. Should the AA issue statements on the national control systems and identify problems of a systemic character, the MA has the right to suspend payments until the case has been resolved.
4. Where an annuity of the Interreg Euro-MED Programme is decommitted automatically by the European Commission, in line with Article 105 of Regulation (EU) No. 2021/1060, the MA reserves the right to suggest to the Programme Monitoring Committee reducing the project's subsidy for expenditure not incurred in line with the timetable provided for in the project data. The project Steering Committee may be required to validate the final share of the project's decommitment among the partnership.
5. Furthermore, the LP must:
  - a) Ensure that the expenditure presented by the PPs 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 project data;
- b) Verify that the expenditure presented by the PPs participating in the project has been validated by the controllers, according to the rules set at Programme and national level;
  - c) Constantly monitor the spending of the project budget foreseen for each PP, and ensure that budget shifts are carried out according to the rules set out in the Programme Manual.
6. If a PP fails to inform the LP of any deviation from the project data, the LP is then entitled to refuse to include in the project report the costs of this partner that are connected to such deviations and/or that result in an overspending of the approved budget of this partner. Similarly, if a PP fails to provide the necessary input for the preparation of the project reports within the deadline agreed with the LP, the latter may refuse to report the costs of this PP to the Programme and postpone it to the following period, in agreement with the MA/JS.

#### Article 7: Recoveries

1. In the event of overpaid amounts or irregularities identified during the implementation of the project by any programme body, national body or any relevant EU body, or should the MA be notified of such cases, the latter reserves the right to request the partners involved (if necessary in consultation with the relevant national bodies of the participating countries concerned and by informing the relevant Programme bodies) to reimburse all or part of the Interreg funds and to reduce the amount of the Interreg funds granted.

In the event of such a situation, the LP must immediately forward to the PPs the recovery documents received from the MA, by which the MA has asserted the repayment claim, and notify every PP of the amount repayable.

Each PP must transfer to the body in charge of the Accounting Function any undue amounts, according to the rules and timeframe as set out in the Programme Manual and recovery documents.

The LP ensures that the concerned beneficiary repays the body in charge of the Accounting Function any amounts unduly paid in accordance with the Partnership Agreement and the Programme Manual. The amount to be repaid can be withdrawn from the next payment to the concerned PP or, where applicable, remaining payments can be suspended. In the case of closed projects or upon request by the MA for ongoing projects, the PP is obligated to transfer the unduly paid out funds to the body in charge of the Accounting function.

Should the PP involved in the project covered by this Agreement does not reimburse funds unduly paid in the framework of another project financed by the Programme, the MA has the right to deduct the corresponding funds

from any payment pending for the present project [ACRONYM and Project name]

In such cases, the LP must immediately forward to the PPs the recovery documents received from the MA, by which the latter has asserted the repayment claim, and notify every PP of the amount to be returned (paragraph not applicable to the LP).

#### Article 8: Modifications, discharge from obligations

1. All PPs, agree not to withdraw from the project unless there are unavoidable reasons for doing so. Should this nonetheless happen, the LP and the remaining PPs must find a solution in agreement with the project Steering Committee Rules of procedures and procedures described in the Programme Manual.
2. Should a PP fail to comply with its obligations under this partnership agreement, the partnership may decide as a last resort to remove this PP from the project and request a modification of the project in accordance with the conditions set out in the Programme Manual, and the rules of procedure of the Project Steering Committee.
3. The LP can, if necessary, prepare and address request for modifications of the project data to the MA/JS. Any modifications requested, including budget, partnership and operational changes, must be agreed and authorised by the full partnership beforehand, according to project Steering Committee Rules of procedures.
4. All PPs must strictly follow the provisions of the Programme Manual when requesting and/or implementing modifications in the project.

#### Article 9: Information and communication, publicity and branding

1. All PPs must:
  - a) comply with the EU publicity rules as well as the communication and branding requirements outlined in the Programme Manual and provide any material developed during the lifetime of the project that may be useful to publications at the Programme level.
  - b) ensure that any output and result produced during project implementation can be used by all interested parties and organisations and are in the public interest and publicly available. Moreover, the PPs will support the LP and play an active role in any action organised by the Programme to disseminate and capitalise on project results.

#### Article 10: Intellectual property rights, confidentiality and conflict of interest, data management and protection

1. Each PPs must:

- a) undertake to enforce all applicable national and EU law, including but not limited to laws on intellectual property rights, especially copyright, regarding any output produced as a result of project implementation.
  - b) ensure that it has all rights to use any pre-existing intellectual property rights, if necessary for the implementation of the project and that a royalty-free, non-exclusive and irrevocable licence without significant additional costs or administrative burden to use such materials is granted to the aforementioned Programme and Union bodies in accordance with Annex IX of the Common Provisions Regulation and further specified in the Programme Manual
  - c) inform the relevant Programme bodies if there is any sensitive or confidential information related to the project that may not be published or made publicly available. This clause does not affect the LP and PPs obligation to make all results and outputs of the project available to the public.
  - d) take all necessary measures in order to prevent any risk of conflict of interest, and to keep each other informed without delay on any circumstances that have generated or may generate such conflict.
  - e) do his utmost to prevent fraud and corruption and to be especially vigilant on this subject. In coherence with the Programme Manual, they also undertake to denounce any conduct likely to be considered as suspected fraud to the competent national authorities and to advise the MA of this.
2. The result of the joint activities covered by the Agreement concerning reports, documents, studies, electronic data and other outputs, are the joint property of the partnership, unless specifically agreed otherwise.
  3. In the event of processing, use and transfer of personal data by PPs of the Interreg Euro-MED Programme and potential subcontractors, the PPs undertake in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural person (General Data Protection Regulation/ GDPR):
    - to inform the person concerned in advance of the transfer and its purpose;
    - to obtain their express consent;
    - to transmit to the Interreg Euro-MED Programme the contact details of the Data Controller and those of their Data Protection Officer if they have one.

## Article 11: Dispute settlement

1. Disputes arising between PPs or between the LP and PP/PPs concerning their contractual relationship and, more specifically, the interpretation, performance and termination of this agreement should strive to be resolved amicably in the framework of the project Steering Committee Rules of Procedures. Should this not be possible, the law of the country of the LP shall apply.
2. In case of amicable resolution of disputes in the partnership, the MA/JS and the concerned National Authority may act as mediator.

#### Article 12: Third party contracts, liability and outsourcing

1. In the case of cooperation with third parties including but not limited to sub-contractors and in-house bodies, with regard to the project, the relevant PP remains solely responsible towards the other PPs concerning compliance with its obligations as set out in the present Agreement, the project data and the Programme Manual. PPs must inform each other about the scope of such contracts and the names of the contracted parties.
2. Should a PP not comply with his obligations, this PP must be solely responsible for damages and costs resulting from this non-compliance.

#### Article 13: Assignment, legal succession

1. In the case of legal succession, e.g. where the LP or any PP changes its legal form, the LP or PP is obliged to transfer all rights, duties and obligations under this contract to its successor. Legal succession shall be formalised and formally communicated to the MA/JS.

#### Article 14: Amendment of the partnership agreement

1. Amendments and supplements to the present agreement must be made in written in English or French.
2. Any communication under this partnership agreement must be submitted in written, in English or French
3. Any new partner joining the partnership should agree to the terms set out in this document by signing a new page of the agreement separately. The signed page will then be attached to this document.
4. If applicable in accordance with the rules and procedures as set out in the Programme Manual, the LP presents the amended partnership agreement to the MA/JS without undue delay.
5. In the event where a partner leaves the partnership, the project partnership is not required to produce a new Partnership Agreement.

#### Article 15: Termination

1. The Partnership Agreement must be terminated as a consequence of termination of the Subsidy contract.

2. Following termination of the Partnership Agreement, all PPs, are still obliged to comply with all the requirements after closure, such as recoveries or document retention for audit and evaluation purposes.

## Final Provisions

The Partnership Agreement is written in [English or French]. If this document and its annexes are translated into another language, the version written in one of the Programme languages will be the binding one.

Should conflicting clauses or interpretation thereof between this Agreement and the Subsidy Contract arise, the Subsidy Contract takes precedence.

If any provision in this Partnership Agreement should be wholly or partly ineffective, the parties to the Partnership Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

## Signatures

All PPs must sign and date the partnership agreement.

Signed in French or English<sup>1</sup>(one page per partner organisation)

Name of the Lead Partner:

Name and function of the signatory

Date and place

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Signature

Stamp

Name of the Project Partner:

Name and function of the signatory

Date and place

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Signature

Stamp

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<sup>1</sup> The LP is required to keep the full original version of the Partnership Agreement signed by all partners and to make a full digital copy available to each of the project partners and the MA/JS.