

## INTERREG ATLANTIC AREA

### Partnership Agreement

**«number, title of the project and acronym»**

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*This document is to be established between the lead partner and all partners in compliance with Article 13(2) of Regulation (EU) No 1299/2013 and as further explained in Programme Manual. This document provides requirements that the partnership must hold. Additional provisions included in the final partnership agreement must in any case be in line with the Programme objectives and the legal framework mentioned in the Subsidy Contract.*

*It is strongly advised to check whether the terms and clauses – especially those dealing with company law, property law, disputes between partners and compensation for damages – are correct and consistent with the applicable law. The Managing Authority cannot under any circumstances or for any other reason whatsoever be held liable for damage or injury sustained by the application of this document. The Managing Authority therefore cannot accept any claim for compensation or increases in payment in connection with such damage or injury.*

Having regard to:

- the legal framework as in Article 1 of the Subsidy contract signed between the Managing Authority (hereinafter referred to as MA) and xxxxxxxx acting as Lead Partner (hereinafter referred to as LP) of the project No xxxx, acronym xxx and in particular Article 13(2) of Regulation (EU) No 1299/2013 and
- Article 9 of the Subsidy Contract signed between the MA and the aforementioned LP on xxx;

the following agreement shall be made between:

[Name and address], represented by ..... (LeadPartner)

and

[Name and address], represented by ..... (Partner 2)  
 [Name and address], represented by ..... (Partner 3)  
 [Name and address], represented by ..... (Partner 4)  
 [Name and address], represented by ..... (Partner 5)  
 [Name and address], represented by ..... (Partner ...)

for the implementation of the Interreg ATLANTIC AREA project [index number, title of the project and acronym], approved by the Monitoring Committee (hereinafter referred to as MC) of the Interreg ATLANTIC AREA Programme on ..... [date] in ..... [place].

### Article 1 - Definitions

1. For the purposes of this Partnership Agreement the following definitions apply:

- a. Project Partner (hereinafter referred to as “PP”): any institution financially participating in the project and contributing to its implementation, as identified in the Project Approved Form (PAF). It corresponds to the term “beneficiary” used in the European Structural and Investment Funds Regulations.
- b. Lead Partner: 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.
- c. Associated Partner: any institution/organisation involved in the project without financially contributing to it, as identified in the PAF.

## **Article 2 - Subject of the Agreement**

1. This partnership agreement lays down the arrangements regulating the relations between the LP and all PPs in order to ensure a sound implementation of the project [number, title of the project and acronym] as in the PAF, 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.
2. The LP and all PPs commit themselves in jointly implementing the project in accordance with the latest version of the PAF, with the aim to reach the project objectives. This also includes the commitment to produce qualitative outputs and to achieve the results set in the PAF.
3. The LP and all PPs declare to have carefully read and accepted the legal framework and the other relevant rules affecting the project.
4. The PAF is an integral part of this agreement (Annex 1)

## **Article 3 - Duration**

This partnership agreement shall enter into force as from the date detailed in the PAF. It shall remain in force until the LP has discharged in full its obligations towards the MA - as provided for in Article 4 of the Subsidy Contract signed between the MA and the LP.

## **Article 4 - Partnership**

All PPs entitle the LP to represent the PPs in the project. They 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.

## **Article 5 - Project management: obligations of the Lead Partner**

1. The LP shall assume the sole responsibility towards the MA for the implementation, management and coordination of the entire project and fulfil all obligations arising from the Subsidy Contract.
2. The LP ensures a professional management of the project.
3. The LP lays down the arrangements for its relation with the other partners participating in the project in this Partnership Agreement.
4. In compliance with Article 65 (11) of Regulation (EU) No 1303/2013 the LP ensures that expenditure items included in requests for reimbursement do not receive support from the same or any other EU Programme, EU fund or Union instrument.
5. The LP coordinates the start and implementation of the project according to the time schedule and the work plan included in the PAF.

6. The LP and the PPs must install either a specific project bank account or an adequate accounting code specifically for the project and must safeguard that the eligible costs as well as the received subsidies can be clearly identified.
7. In line with Article 13 (2) lit. c and d of Regulation (EU) No 1299/2013 the LP ensures that the expenditure made by the PPs has been verified by the first level controller and that it has been used for the purpose project implementation and corresponds to the activities carried out and agreed between the LP and PPs as set out in the PAF.
8. The LP ensures that the first level controllers of each partner are chosen by each beneficiary and validated by the respective Member State, before the submission of the first progress report and expenses claim. It should also ensure, to partners located in a country not covered by the Atlantic Area (inside or outside the European Union), the existence of a protocol signed between the MA and the competent authorities of the countries concerned, which defines, in particular, the provisions on financial control of expenditure. The protocol should be signed before the signing of the Subsidy Contract between the LP and the MA.
9. The LP is responsible for ensuring the implementation of the entire project in accordance with the rules and procedures set in the Programme Manual and for ensuring that the PPs are aware of their obligations.
10. The LP informs immediately the JS about all circumstances that delay, hinder or make impossible the realisation of the project as well as all circumstances that mean a change of the disbursement conditions and frameworks as laid down in this Partnership Agreement (*e.g.*, loss of a project partner, making use of additional subsidies) or circumstances which oblige the MA to reduce payment or demand repayment of all subsidy or part.
11. The LP provides the JS with any information requested without delay, according to the schedule established in the PAF.
12. The LP implements the project in accordance with applicable European Union's and national legislation as well as in line with the Programme requirements, *e.g.*, on public procurement and state aid, and also ensures that the PPs respect these rules.
13. The LP provides data for the Programme monitoring system in compliance with this Partnership Agreement and in accordance with any instructions given by the MA and JSi.
14. If possible, the LP submits, jointly with the respective progress report, the main outputs and deliverables as stated in the PAF and following the procedures set in the Programme Manual. One sample of each developed material shall be stored at the LP's or PPs' premises for control and audit purposes.
15. The LP seeks guidance from the JS as and when necessary and participates in transnational seminars organised by the Programme.

16. The LP can invite the MA/JS to participate in project partnership meetings in project meetings as an observer and provide them with the agenda and the minutes of these meetings.
17. The LP supports the Programme in its information, communication and evaluation activities (e.g., joins project exhibitions, submits texts for Programme website and publications).
18. Furthermore, the LP agrees on behalf of all PPs, that the names and addresses of all project partners, the purpose and the amount of the subsidy may be used by the Programme bodies in the framework of information and communication measures concerning the Programme, as well as reporting to the European Commission.
19. In accordance with Articles 56 and 57 of Regulation (EU) 1303/2013 the LP and all PPs undertake to provide experts or bodies authorised by the Interreg AA Programme carrying out project evaluations and/or studies with any document or information requested for the evaluation purpose. Information might be provided by the LP and PPs also through surveys and/or interviews.
20. For the state aid relevant projects, the LP ensures that, in case of aid granted under the *de minimis* regime, the LP and its PPs will respect all necessary requirements provided for in Regulation (EU) No 1407/2013 and will ensure their respect, when necessary, by those bodies benefitting of project activities/outputs. The LP is obliged to contractually forward this clause in its entirety to the PPs.
21. In addition, the LP is obliged to:
  - a. Take all the necessary actions to comply with the requirements indicated in the Programme Manual;
  - b. In case the project has foreseen to involve PPs or activities located in EU regions outside the Atlantic Area, ensure their monitoring since, in accordance with Article 4 of Regulation (EU) 1299/2013, expenditure incurred outside the Programme area cannot exceed the limit of 20% of the ERDF Programme budget;
  - c. In case the project foresees to implement activities in countries outside the EU territory, ensure that funds are spent under its and/or its PPs responsibility in order to secure a proper financial control;
  - d. Ensure to take all the necessary measures in order to avoid that the Subsidy Contract is terminated by the MA and thus to avoid that the partnership is asked to repay the subsidy according to Article 17 of the Subsidy Contract.

### **Article 6 - Project management: obligations of the Project Partners**

1. Each PP shall comply with the relevant legal and other requirements under the law which applies to it, especially with the European Union's and national legislation as set out in Article 1 of the Subsidy Contract and its annexes. Furthermore, each PP

shall ensure that all necessary approvals (e.g., building permissions, environmental impact assessment statements) have been obtained. In particular, for the part of the project for which it is responsible, each PP shall ensure:

- 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 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, requests for project changes, information and publicity measures implementation, etc.);
  - c. 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.
  - d. that Programme requirements on eligibility of expenditure, as provided for in the Programme Manual and in line with Article 5 of the Subsidy Contract signed between the MA and the LP, are strictly respected.
2. Each PP confirms that the MA is entitled to use personal data which is included in the PAF and by the organizations 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 and audits from Programme authorities or any other institution responsible for conducting audits or controls according to European Union's or national laws. In addition, the MA is entitled to use such data and to share it with other Programmes in order to implement their tasks linked, among others, to the European anti-corruption policy and to make such data available to the bodies and authorities for evaluation and monitoring purposes.
  3. Each PP shall set up a physical and/or electronic archives which allows storing data, records and documents composing the audit trail, in compliance with requirements described in the Programme Manual. The location of the above mentioned must be guaranteed by the LP and PP.
  4. Each PP shall give access to the relevant authorities (MA/JS, Audit and Certifying Authorities, European Commission Services and national and EU controlling institutions) to its business premises for the necessary controls and audits.
  5. The LP and each PP shall ensure that the activities to be implemented in the PAF are not fully or partly financed by other EU Programmes.
  6. Each PP shall ensure that the following project and financial management conditions are fulfilled:
    - a. To timely start as well as to implement the part(s) of the project for which it is responsible in due time and in compliance with the PAF ensuring, in quantitative

- and qualitative terms, the delivery of the planned project activities, outputs and results;
- b. To immediately notify the LP of any event that could lead to a temporary or permanent discontinuation or any other deviation of the part(s) of the approved project for which the PP is responsible;
  - c. To provide experts or bodies authorised by the Interreg ATLANTIC AREA Programme carrying out project evaluations and/or studies with any document or information requested for evaluation purpose. Information might be provided also through surveys and/or interviews;
  - d. To promptly react to any request made by the MA/JS through the LP;
  - e. That expenditure reported has been incurred for project implementation proposes and corresponds to the activities described in the PAF;
  - f. That in case one or more output and result targets, as set in the PAF, are not successfully reached, adequate corrective measures are put in place to ensure the project performance as well as to minimise the impact at the Programme level following the procedures specified in the Programme Manual;
  - g. To immediately inform the LP if costs are reduced or any of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy wholly or in part;
  - h. Install either a specific project bank account or an adequate accounting code specifically for the project and safeguard that the eligible costs as well as the received subsidies can be clearly identified.
7. In the circumstance that any of the PPs is in the situation of undertaking in difficulty, within the meaning of point 24 (in conjunction with point 20) of the “Guidelines on State Aid for rescuing and restructuring non-financial undertakings in difficulty” (Communication from the Commission No. 2014/C 249/01 of 31.07.2014), the concerned PP is to immediately inform the LP that shall in turn immediately inform the JS. In this case the LP shall liaise with the appointed legal authority for the affected PP with a view to secure and take possession of the complete audit trail related to expenditure claims made by that PP.

### **Article 7 - Project Monitoring Committee**

1. For a sound project implementation and management, a Monitoring Committee shall be set up in line with provisions set up in Programme Manual.
2. The Monitoring Committee is the project decision-making body and it shall be composed by representatives of the LP and all PPs duly authorised to represent their own institutions. It shall be chaired by the LP and it shall meet on a regular basis. Associated partners may be invited to take part in the Monitoring Committee. External key stakeholders may also be invited.



3. The Monitoring Committee shall at least:
  - a. be responsible for monitoring and validating the project implementation as stated in the PAF;
  - b. perform project financial monitoring and decide on any budget changes as per Article 11 of this agreement;
  - c. monitor and manage deviations of the project implementation;
  - d. decide on project changes (*e.g.*, partnership, budget, activities, and duration) if needed;
  - e. be responsible for the settlement of any disputes within the partnership (as stipulated in Article 22 of this agreement);
4. Further aspects, including the creation of sub-groups or task forces, may be set out in the rules of procedure of the Monitoring Committee.

### **Article 8 - Financial management**

In line with Article 6 of this agreement, each PP is responsible towards the LP for guaranteeing a sound financial management as indicated in the PAF, and pledges to release part of the allocated co-financing amount. To this purpose, the LP and the PPs must install either a specific project bank account or an adequate accounting code specifically for the project and safeguard that the eligible costs as well as the received subsidies can be clearly identified.

### **Article 9 - Reporting and payment claims**

1. Each PP may only claim, through the LP, payments of the European Regional Development Fund (hereinafter referred to as ERDF) contribution by providing proof of project progress. For this purpose, each PP commits to provide 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 PAF. The reporting periods, spending targets and reporting deadlines are laid down in PAF.
2. In addition, in order to allow partners to submit to the JS payment claims, certified expenditure shall be submitted in accordance with the rules, following verifications performed in accordance with Article 10 of this agreement.
3. In order to meet the deadlines mentioned in Article 9 point 1 of this agreement, each PP commits itself to deliver to the LP the necessary information and documents within 10 working days before the deadline set in the PAF for submitting the Progress Report.



4. Requests to postpone the reporting deadline may be granted only in duly justified cases. They shall be asked by the LP to the MA through the JS at the latest two weeks prior to the established deadline.
5. The LP shall confirm that the expenditure reported by each PP has been incurred for project implementation purposes that it corresponds to the activities laid down in the PAF, and was previously verified by the first level controller appointed by the national authority.
6. In case of any doubts on the expenditure submitted by PPs, the LP shall clarify the related issues with the PPs in line with the procedure stated in the Programme Manual.
7. Any funds in the approved budget not spent and claimed within the agreed time-frame may be lost to the project forever. In case of decommitment of funds Article 18 (4) would apply.
8. In order to proceed with the progress and final reports analysis, each PP must provide additional information if the LP or the MA/JS deem that necessary. Additional information requested by the MA/JS are to be collected and sent by the LP within the agreed time frame, which must not exceed 20 working days.
9. The MA reserves the right not to accept – in part or in full – certified expenditure as described in Article 10 of this agreement. However, MA would justify taking this action and provide LP with explanation.
10. Following the approval of the progress report by the JS, the corresponding share of ERDF funds would be transferred to the LP and PPs accounts by the Certifying Authority in Euro (EUR; €). Any exchange rate risk will be borne by the partners. Bank accounts should either be a specific project related account or an adequate accounting code should be used for all transactions relating to the project, detailing total expenditure and income from the project. Changes of the accounts numbers shall be duly notified to the JS.
11. The LP shall provide all PPs with copies of any report and documentation submitted to the JS and keep the PPs informed about all relevant communication with MA or JS.

### **Article 10 - Certification of expenditure**

1. Each progress report submitted by the LP to the MA through the JS must be presented together with statement certifying the eligibility of expenditure displayed in the report. Certificates of expenditure must be issued by national first level controllers as referred to in Article 23 (4) of Regulation (EU) No 1299/2013 according to the system set up by each Member State and in compliance with the requirements set by the legal framework listed in Article 1 of the Subsidy Contract. The project partners shall deliver all necessary documents and information in order to enable the LP to fulfil its

obligations. To this end, the partnership may agree on internal rules and delivery procedures.

2. National first level controllers will base their work on the rules provided by each Member State and the requirements set in the respective EC Regulations and in the Programme Manual.
3. PPs from countries having set a decentralised control system ensure that first level controllers were selected in accordance with the system set up by each Member State.
4. It is up to each PP to notify the LP and the MA/JS on its national first level controller that, in accordance with the system set up by each Member State, shall carry out the verification of the expenditure.
5. Any change of control authority/institution or name of first level controller(s) must be duly notified to the LP who subsequently notifies the MA through the JS.

### **Article 11 - Project Changes**

1. In duly substantiated exceptional cases notified to the JS, 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 Programme Manual.
2. In case of changes in the partnership, this Partnership Agreement shall be amended accordingly and signed by the LP and the PPs, including the new PP if applicable.

### **Article 12 - Publicity, communication and branding**

The LP and the PPs shall ensure adequate promotion of the project both towards potential beneficiaries of the project results and towards the general public and according to principles set out by European Union, namely in the Annex XII to Regulation (EU) No 1313/2013, national regulations and in the Programme Manual.

### **Article 13 - Assignment, legal succession**

1. PPs, in exceptional cases and in well-founded circumstances, are allowed to assign their duties and rights under this agreement only after prior written consent of the Programme bodies and in compliance with the procedure specified in the Programme Manual.
2. Where according to national laws the legal personality does not change and where all assets of a PP are taken over so that a deterioration in the financial capacity of the

acquiring institution is not to be expected (*i.e.* in cases of universal succession) prior consent by the Programme bodies is not necessary. However, the concerned PP shall submit in due time to the JS through the LP related information together with all documents that are necessary to analyse the legal case. If the MA comes to the conclusion the conditions as stated above are not fulfilled (*e.g.* in cases of a singular succession), the LP will be informed that a partner change procedure as stated in Article 13 Point 1 has to be initiated.

3. In case of assignment or any form of legal succession of any PP, the PP concerned is obliged to assign all rights and obligations and all project related documents to each and any assignee or legal successor. Related reports to JS as requested in the Programme documents have to be forwarded by the LP.
4. In case that point 1 of the present Article applies, the present agreement shall be amended accordingly.

#### **Article 14 - Cooperation with third parties and outsourcing**

1. In the event of outsourcing, the PPs must obey community, national and Programme rules on public procurement and shall remain the sole responsible parties towards the LP and, through the LP, to the MA concerning compliance with their obligations set up in this agreement.
2. In case of financial involvement of associated partners, this must not enter in conflict with public procurement rules. Expenditure incurred by the associated partners shall be ultimately borne by any of the PPs or by the LP in order to be considered as eligible and on condition that this is allowed by national or Programme rules.

#### **Article 15 - Liability**

1. In accordance with Article 9 of the Subsidy Contract, the LP bears the overall financial and legal responsibility for the project and for the PPs towards the MA and third parties.
2. In case a PP does not comply with its obligations as agreed upon in this agreement and the relevant annexes, the concerned PP shall be the sole responsible for any liabilities, damages and costs, resulting from the non-compliance.
3. The LP shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the project is being carried out as stipulated in Article 9 Point 11 of the Subsidy Contract. The PP causing damage shall be liable to the LP.
4. The parties to this agreement accept that the MA cannot be under any circumstances or for any reason whatsoever held liable for damage or injury sustained by the staff or property of the LP or any PP while the project is being carried out. No claims can

be accepted by the MA for compensation or increases in payment in connection with such damage or injury.

5. No party shall be held liable for not complying with obligations ensuing from this agreement in case of force majeure as described in Article 24 of this agreement.

### **Article 16 - Noncompliance with obligations**

1. Each PP is obliged to report to the LP and provide all necessary details should there be events that could jeopardise the project implementation.
2. Each PP is directly and exclusively responsible towards the other PP for the due implementation of their contribution to the project as described in the approved PAF, as well as for the proper fulfilment of their obligations as set out in this agreement. Should a PP not fulfil their obligations under this agreement in due time, the LP shall admonish the PP to fulfil such obligations within a reasonable period of time and within one month at the latest. Should the non-fulfilment continue, the LP may decide to debar from the project the PP concerned with the approval of the other PP. The MA and JS shall be informed in advance of such an intended decision. The excluded PP is obliged to prove that any ERDF funds received for the project were used for activities and investments carried out for the benefit of the project and that such activities and investments can be used for the further implementation of the project. Should the excluded PP fail in doing so, this PP is obliged to repay the relevant ERDF funds to the Programme. The excluded PP is liable to compensate any damage to the remaining project participants due to their exclusion.
3. All PP herewith oblige themselves to compensate each other for those damages that may result from intentional or gross negligence non-performance of any of their obligations under the present agreement.
4. Should the Programme face a budget reduction due to the decommitment rule and should the ERDF funds allocated to the project be reduced as a consequence, the PP, coordinated by the LP, herewith agree that the budget reduction shall be imputed to the PP that have contributed to the underspending by not reporting according to the time schedule of the project as stated in the PAF, in a way that does not threaten the overall viability of the project, and unless a different decision is taken by the MC.
5. In case a reimbursement of ERDF is due, the MA will deduct the respective amount from the ERDF requested by the project in the next available project report. This reduction will be applied to the LP or PPs that have caused the request for ERDF repayment. If it is not possible to recover the due amount of ERDF by deducting it from the next available project report, the debtor LP or PP will be asked to ensure the reimbursement of the funds to the MA without delay. If this request for ERDF reimbursement was caused by a PP other than the LP, this PP is obliged to reimburse in full and without delay, informing the LP, the Certifying Authority. In case no PP can be held responsible for the request for ERDF reimbursement or deduction, the

amount requested shall be reimbursed to the Certifying Authority by the LP and the PP, proportionally to the share of their budget (meaning the amount of ERDF they have been granted according to the PAF).

### **Article 17 - Financial controls, audits**

1. 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 EU Member States or other national public auditing bodies as well as the Programme Authorities, the MA and the JS are entitled to audit the proper use of funds by the LP or by its PPs or to arrange for such an audit to be carried out by authorised persons. The LP and PPs will be notified in due time about any audit to be carried out on their expenditure.
2. Each PP undertakes all the necessary actions to comply with the fundamental requirements indicated in this agreement, the Subsidy Contract, the applicable laws and Programme Manual and PAF, which are an integral part of this agreement, to provide for comprehensive documentation on compliance with those norms and the accessibility to this documentation in line with Article 6 point 4.

Besides the obligations with regard to reporting and information each PP particularly:

- a. Keeps all documents and data required for controls and audits safely and orderly;
  - b. Makes all necessary arrangements to ensure that any audit, notified by a duly authorised institution as indicated in Article 17 Point 1 can be carried out smoothly; and
  - c. Provides any requested information to these institutions about the project and gives access to their business premises, provides and gives access to all the information and documents supporting the audit trail as requested in the European Structural and Investment Funds Regulations, delegated and implementing acts and the Programme Manual.
3. Each PP shall promptly report to the LP about any audits that have been carried out by the bodies mentioned in Article 17 point 1 of this agreement.
  4. If, as a result of the controls and audits any expenditure is considered non eligible according to the regulatory framework as in Article 1 of the Subsidy Contract, the procedure described in Article 18 and Article 9 point 9 of this agreement shall apply.

### **Article 18 - Withdrawal or recovery of unduly paid-out funds, decommitment of funds**

1. Should the MA in accordance with the provisions of the Subsidy Contract, the Programme Manual and Article 9 point 9 of this agreement, demand the repayment

of subsidy already transferred to the LP or the PP, each of them is obliged to transfer its portion of undue paid out amount to the Certifying Authority. Alternatively and when possible, the repayment amount will be offset against the next payment of the Certifying Authority to the LP or the PP, where applicable, remaining payments can be suspended. In case repayment is deemed necessary, this repayment is due within one month following the date of the letter by which the Certifying Authority asserts the repayment claim to the LP or the PP. The LP will always be informed and shall be entitled to set an internal deadline to the concerned PPs in order to meet the Certifying Authority requests. The amount repayable shall be subject to interest according to Article 12 Point 3 of the Subsidy Contract.

2. In case the LP or the PP does not repay the irregular amounts by the deadline specified in the recovery letter, in duly justified cases, the MA informs the Member State, on whose territory the LP or the PP concerned is located in order to recover the unduly paid amounts from this Member State. Therefore, the respective Member State is entitled to claim the unduly paid funds that have to be reimbursed by the LP or the PP.
3. Bank charges incurred by the repayment of amounts due to the Certifying Authority shall be borne entirely by the concerned LP or PPs.
4. If decommitment of funds apply in compliance with Article 9 Point 7 and 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 MC. Deduction of funds shall be done in a way not to jeopardise future involvement of PPs and implementation of activities.

### **Article 19 - Ownership - Use of Outputs**

1. Where several members of the partnership (LP and/or PPs) have jointly carried out work generating outputs and where their respective share of the work cannot be ascertained, they shall have joint ownership on it/them.

In case of joint ownership, the following provisions shall apply:

Xxxxx [project-specific provisions agreed within the partnership]

These provisions shall be in line with § 25.7 of this Agreement.

2. The ownership of outputs having the character of investments in infrastructure or productive investments realised within the project must remain with the concerned LP and/or PPs according to the timeframe as well as under the conditions set in Article 71 of Regulation (EU) No 1303/2013. Should any of the conditions set by the mentioned Regulation not be met at a certain point of time, the JS must be immediately informed by the concerned LP or PP. The Certifying Authority will recover the unduly paid ERDF contribution in proportion to the period for which the requirements have not been fulfilled.



3. Each PP shall respect all applicable rules and the basic principles related to competition law as well as the principles of equal treatment and transparency within the meaning of the funding regulations and it ensures that no undue advantage, *i.e.*, the granting of any advantage that would undermine the basic principles and political objectives of the funding regime, is given to anybody. Outputs and results, especially studies and analyses, produced during project implementation must be made available to the general public free of charge and can be used by all interested persons and organizations in the same way and under the same conditions as by the LP or its PPs.
4. The MA reserves the right to use the outputs and results for information and communication actions in respect of the Programme. In case there are pre-existing intellectual and industrial property rights which are made available to the project, these are fully respected.
5. Any income generated by the intellectual property rights must be managed in compliance with the applicable EU, national and programme rules on-revenues and state aid.

#### **Article 20 - Revenues**

1. Revenues generated during the project implementation through the sales of products and merchandise, participation fees or any other provisions of services against payment must be deducted from the amount of costs incurred by the project in line with Article 61 of Regulation (EU) No 1303/2013 and according to the information delivered by the Programme Manual.
2. The LP and each PP are responsible for keeping account and documenting all revenues generated, following project activities, for control purposes.

#### **Article 21 - Confidentiality**

1. Although the nature of the project implementation is public, information exchanged in the context, between the LP and the PPs, the PPs themselves or the MA/JS shall be confidential.
2. The LP and the PPs commit to taking measures to ensure that all their respective staff members involved in the project 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 LP and the PP institution that provided the information.



### **Article 22 - Disputes between partners**

1. In case of dispute between the LP and its PPs or among PPs, presumption of good faith from all parties will be the privileged position.
2. Should a dispute arise between the LP and its PPs or among PPs, the affected parties will endeavour to find an amicable solution. Unsettled disputes would be referred to the project Monitoring Committee in order to reach a satisfactory conclusion.
3. The LP will inform the other PPs and may, on its own initiative or upon request of a PP, ask for advice from the JS.
4. Should a compromise through mediation in the framework of the project Monitoring Committee will not be possible, the parties herewith agree that it will be treated in accordance with the legal institutions of the LP's country.

### **Article 23 - Working Language**

The working language/s of the partnership is / are [language]. The language of this Partnership Agreement which gives faith is the language version [language].

The present agreement is concluded in English. In case of translation of the present agreement into another language, the English version shall be the binding one.

### **Article 24 - Force Majeure**

1. Neither party shall be liable for any failure of its contractual obligations if the fulfilment of such obligations have been impeded due to any case of force majeure occurring after the date of signature of the Subsidy Contract by the Managing Authority, or the date of the beginning of operations, whatever happens first.
2. For the purposes of this contract, the following are examples of “cases of force majeure”: strikes, lock-outs or other labour disputes, acts of terrorism, situations of war, blockades, insurrections, riots, epidemics, natural cataclysms, explosions and any other unforeseeable event that the parties cannot avoid or overcome.
3. The “Force Majeure” exonerates the parties to execute partially or totally their obligations stipulated in the present contract during the period in which they occur and when properly notified.

### **Article 25 - Concluding provisions**

1. All cited laws, regulations and Programme documents mentioned in this agreement are applicable in their currently valid version.

2. 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.
3. In case of matters that are not ruled by this agreement, the parties agree to find a joint solution.
4. Amendments and supplements to this agreement must be in written form and have to be indicated as such. Consequently, any changes of this agreement shall only be effective if they have been agreed on in writing and have been designated as amendment of or supplement to the agreement.
5. The LP and all PPs ensure that in case of modification of provisions mentioned in Article 1 of the Subsidy Contract, updated rights and obligations derived thereof shall apply.
6. Any costs, fees or taxes not eligible or any other duties arising from the conclusion or the implementation of this agreement shall be borne by the LP and PPs.
7. This agreement is governed in accordance with the law of the country where the LP is located.
8. The present agreement must be signed by the LP and all PPs legal representatives. Evidence of the signature has to be provided at the latest within three months after the entering into force of the Subsidy Contract between the MA and the LP, following the procedures described in the Programme Manual.
9. The MA reserves the right to check the partnership agreement in order to verify that it has been signed and that it is in conformity with the minimum requirements as provided for in Article 9 of the Subsidy Contract and as set by the template of partnership agreement made available by the Programme.
10.  copies of this agreement are made, of which each party keeps one.

Drawn up at

**Lead partner**

Signature

Date

**Partner 2**

Signature

Date

**Partner 3**

Signature

Date

**Partner ....**

Signature

Date

**Annexes:**

Annex 1: latest version of the PAF (including the appendices)

Annex 2: Programme Manual

The following documents, which are an integral part of this agreement, can be downloaded from the Programme's internet web page

Any EU legislation mentioned in this agreement can be downloaded from <http://eur-lex.europa.eu> .