



Cross-border Cooperation Programme Slovenia-Croatia 2007-2013 Partnership Agreement

Based on Article 9 of the IPA Subsidy Contract No. *<Subsidy Contract Number>*, concluded between the Government Office for Local Self-Government and Regional Policy acting as the Managing Authority (MA) of the IPA Operational Programme Slovenia-Croatia 2007-2013 and *<Lead Partner name>* acting as the Lead Partner (LP) on *<the last date of signature of the Subsidy Contract>*

the following has been agreed between

....., having its head office at in (address)....., VAT no or Fiscal code number....., represented by....., as Lead Partner of the Project called.....(acronym.....)

and

.....having its head office at in (address)....., VAT no or Fiscal code number....., represented by....., as Project Partner n. 1;

.....having its head office at in (address), VAT no or Fiscal code number....., represented by....., as Project Partner n. 2;

for the implementation of the project *<project title>*, with acronym *<project acronym>*, approved by the Joint Monitoring Committee of the Operational Programme Slovenia Croatia 2007 - 2013 on *<date of approval>*.

Given

- The Call for Proposals within the IPA Cross-border Cooperation Operational Programme Slovenia-Croatia 2007-2013, issued on.....
- The proposed project (acronym....) as drafted in the application form submitted to the Programme;
- The Practical Implementation Manual;
- The applicable EC Regulations, in particular Regulation No 1085/2006; Regulation (EC) No 718/2007.

The Parties convene and sign what follows,

Article 1
(Objectives of the Project)

1. The project (acronym) shall contribute to the objectives set out in the Operational Programme. The project objectives are, in summary, to < *list the main objectives or make reference to the project documents*>:

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Article 2
(Subject of the Partnership Agreement)

1. The parties, through the present Partnership Agreement, define the rules of procedure for the work to be carried out and the relations that shall govern them in the partnership set up in order to complete the above-mentioned project. This Agreement shall also define their mutual responsibilities concerning the administrative and financial management of the Project.
2. The IPA Subsidy Contract, including all the provisions the responsibilities are based on and refer to, is an Annex 1 of this Partnership Agreement.

Article 3
(Duration of the Partnership Agreement)

1. The present Agreement is valid from the signature by all parties and enters into force from the day of the entry into force of the IPA Subsidy Contract between the MA and the Lead Partner. It shall remain in force until the Lead Partner has discharged in full his obligations towards the MA, including the period of availability of documents for financial controls.
2. As indicated in the IPA Subsidy Contract, the LP and its project partners must undertake to retain all documents and receipts pertaining to the project and the financing thereof in a safe and orderly fashion for a period of three years following the closure of the Programme (**at least by 2020**). Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected. As a general rule, it is also possible to use suitable image and data media, if the reproduction thereof is complete, orderly, identical in terms of content, in complete conformity with the original and capable of auditing, and access thereto is assured at any time until the expiry of the retention period.
3. This Agreement shall also remain in force if there is any non-resolved dispute among the partners at an out-of-court arbitration body.
4. The breach of the obligations of this Partnership Agreement by one of the partners may lead to an early termination of his participation in the project. This termination has to be decided by consensus by all the other partners in a Steering Committee, provided that the eligibility rules of the call for proposals are kept with the remaining partners. However, the partner will be obliged by this Agreement for its whole duration with regard to the activities carried out and expenditure incurred until that moment.

Article 4
(Obligations of the Lead Partner)

1. The Lead Partner is responsible for the overall coordination, management and implementation of the project. The Lead Partner is the lead beneficiary of the IPA grant and shall manage the funds in accordance with the details of this Partnership Agreement. The

Lead Partner assumes responsibilities for the entire project vis-à-vis the MA as defined in the IPA Subsidy Contract.

2. According to the present Agreement the Lead Partner is obliged to:
 - appoint a project manager who has the operational responsibility for the implementation of the overall project;
 - guarantee the timely performance of the entire Project for its whole duration according to the work plan;
 - represent Project Partners before the MA of the Programme;
 - inform Project Partners on the progress of the overall Project, in particular with reference to its objectives and results as set in the IPA Subsidy Contract or any later addenda;
 - inform Project Partners about any variation of the conditions at the basis of the present agreement or about any modification that could influence the performance of the Project, the information activity or the payment of financing;
 - support Project Partners in implementing their obligations by giving them the correct information, indications and clarifications on the procedures, the forms and other relevant documents;
 - guarantee the correct and timely transfer of funds without any delay (within eight working days after receipt unless justified) to the Project Partner of his share of IPA financing, when received from the Certifying Authority;
 - guarantee the sound financial management of the funds allocated for the implementation of the Project, including the separate set-up of the project accounting and the supporting documents storage system;
 - prepare and submit to MA the periodic progress reports, final reports, application for reimbursement and any other request;
 - agree with all project partners beforehand on any request to the MA for amendment of the IPA Subsidy Contract;
 - verify that expenditure incurred by Project Partners have been checked by national controllers prior they are forwarded to the Certifying Authority, through the MA within the application for reimbursement;
 - guarantee that the allocations of the expenditure incurred by Project Partners are in line with those foreseen in the Project budget and to ask to the MA eventual authorization for any variation of the budget in time;
 - guarantee the systematic collection and the safe storage of all the documentation regarding Project expenditure and activities, as well as to guarantee the access to the databases and documents to all the representatives of the institutions in charge of the controls foreseen by the Operational Programme as well as to the bodies authorized to monitor the Project. All the documents will have to be kept during the Partnership Agreement duration in their original format or in a certified copy, faithful to the original in a commonly-used format. The Lead Partner must also guarantee the respect of the mentioned rules on the part of his Project Partners. The Lead Partner will keep a copy of all documents;
 - guarantee to the EU, national and regional bodies in charge the access to the place where the Project has been implemented and to the headquarters of all Project Partners in order to implement the foreseen on-the-spot checks within the activity of control of the Project;
 - ensure that no double funding takes place;
 - react promptly to any request made by the MA and Joint Technical Secretariat (hereinafter referred as "JTS");
 - inform the partners on all important correspondence with the MA in due time;
 - notify the partners immediately of any event that could lead to a temporary or final discontinuation of the project or any other deviation of the implementation of the project;
 - comply with EU and national legislation;
 - review the appropriate spending of the IPA funds by the partners, the consolidation of the partners' project accounting and the preparation of the required documents and records for the project closure.

- inform the JTS about transfer of IPA funds to Project Partners and Project Partners' payment of national co-financing to assure that national contribution is paid out before the final release of the IPA funds.

Article 5 **(Obligations of the Project Partners)**

1. Project partners are responsible for carrying out specific project activities to deliver outputs in the manner and scope as indicated in the IPA Subsidy Contract annexed to this agreement.
2. According to the present Agreement the project partners are obliged to:
 - appoint a contact person for the implementation of the parts of the Project under their responsibility and authorise the contact person to represent the project partner;
 - assure the implementation of the part of the Project they are responsible for in accordance with the IPA Subsidy Contract and the project work plan or otherwise agreed;
 - guarantee a sound financial management of funds, including the separate project accounting and the documents storage system;
 - guarantee that reported costs have incurred for the performance of the operation and correspond to the activities agreed upon among Project Partners, so as to assure the correspondence between the activities and the financed operation;
 - ensure the validation of reported costs by the national controllers, prior their forwarding to the Lead Partner according to the deadlines strictly linked to the requests for payment, reports and final executive report to be presented by the LP to the MA;
 - present to the LP, using the forms provided by the LP himself, his technical-financial progress reports certified by his national controllers, according to the deadlines set by the LP for the submission of the requests for payment and the final executive report, including a copy (in paper or electronic version) of all supporting documents for expenditure and activities;
 - guarantee the timely performance of the Project according to the work plan and in particular that expected outputs are actually delivered;
 - notify the Lead Partner immediately of any event that could lead to a temporary or final discontinuation of the project or any other deviation of the implementation of the project, including any variations to his part of Project budget or his Project work plan;
 - respect the national and Community legislation, with particular regard to the State aid rules, public procurement, and horizontal EU policies, i.e. environmental protection and improvement, elimination of inequalities and the promotion of equal opportunities between men and women;
 - guarantee the systematic and safe collection of all the documentation regarding his part of Project expenditure and its transmission to the Lead Partner, as well as to guarantee the access to documents to all the representatives of the institutions in charge of controls and to the bodies authorized to monitor the Project. All the documents will have to be kept in their original format or in a certified copy, faithful to the original and in a commonly-used format; in a safe and orderly manner for a period of three years following the closure of the Programme (**at least by 2020**); other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected;
 - guarantee to the EU, national and regional responsible audit bodies the access to the places where the Project has been carried out and to his legal head office in order to allow the inspections necessary within the Project activity of control;
 - guarantee to the independent evaluators in charge the access to every document or information regarding the part of Project he is in charge of deemed to be necessary for their activity;
 - repay the Lead Partner the amounts unduly paid;
 - inform LP of all changes about its details including bank details;

- to respond immediately to any request of the MA transmitted by the LP;
 - to report in accordance with the existing legislation and national/regional guidelines if the project partner activities contain elements of State aid;
 - to report payment of national co-financing to LP;
 - <Any other task agreed with the partners>.
3. Project partners agree to take all necessary steps enabling the Lead Partner to comply with its responsibilities as set out in the IPA Subsidy Contract.

Article 6

(Organizational structure of the Partnership)

1. In order to guarantee an effective management of the Project a Project Steering Committee is set up, composed of a representative of the Lead Partner and a representative of each Project Partner. This Committee will be responsible for monitoring the implementation of the project. The Steering Committee meets periodically (at least twice per year) following the convening by the Lead Partner.
2. All the decisions of the Committee are taken by consensus.

Article 7

(Relationships with third parties)

1. In the case in which project partners sign cooperation agreements with third parties (including subcontractors) for a partial execution of their part of Project, Project Partners will continue to be responsible towards the Lead Partner for all the obligations arising from the present Agreement. Any contracts with third parties will have to be concluded without violation to EU, national and regional rules on competition and award of public contracts. No project partner shall have the right to transfer its rights and obligations to third parties. The Lead Partner shall be informed by the partner about the subject and party of any contract concluded with a third party.

Article 8

(Communication, publicity and dissemination of results)

1. The Lead Partner and the partners shall jointly implement the communication and publicity activities in accordance with the IPA Subsidy Contract to ensure adequate promotion of the project both towards potential beneficiaries and towards the general public. The information and publicity rules as specified in the EC Regulation No 718/2007 and MA Publicity and Information Guidelines shall be observed by all parties.
2. Each project partner shall point out in the framework of any public relations measure, including the public procurement procedures, that the project is implemented with the financial assistance from IPA funds under the Cross-Border Cooperation Programme Slovenia–Croatia 2007–2013.
3. The results of the project will be available to any interested third party and to the general public. The project partners commit to playing an active role in any actions organized to capitalize on, disseminate and valorize them.

4. The partners agree that the Lead Partner may provide the MA to publish, in whatever form, unrestricted as far as data protection is concerned, and on or by whatever medium, including the internet, with the following information:
 - the name of the LP and its partners,
 - the purpose and project outputs,
 - the amount granted and the proportion of the total eligible costs of the operation accounted for by the funding,
 - the geographical location of the project,
 - information and communication materials produced within the project,
 - any other information agreed with the LP.

Article 9 (Ownership – Use of Results)

1. The parties undertake to enforce the applicable law on intellectual ownership and author rights, regarding any outcome that might be produced during the implementation of the project.
2. Unless formally stipulated otherwise by the parties, ownership of the results of the project, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested to the partners.
3. Without prejudice to the previous paragraph, the final beneficiary grants the MA the right to make free use of the results of the project, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.
4. The Lead Partner and its partners agree that owners of the investments are the following:
 - *<investment owner's name>* is the owner of the *<name of investment>*
 - *<investment owner's name>* is the owner of the *<name of investment>*
 - *<investment owner's name>* is the owner of the *<name of investment>*
5. The Lead Partner and its partners commit to establish and maintain an inventory of all fixed assets acquired, built or improved under the IPA grant.
6. In case of purchase costs co-financed, the owners shall not alter the nature and the activities at least within five years from operation completion (final eligibility date of expenditures for the project).

Article 10 (Reporting, monitoring and evaluation)

1. The Lead Partner has overall responsibility for monitoring the actions undertaken by the project partners on an on-going basis.
2. The Lead Partner is responsible for submitting progress reports and the final report to the MA/Joint Technical Secretariat.
3. Each project partner commits to providing the Lead Partner with the information needed to draw up progress and final reports and other specific documents required by the MA. The reporting periods for the entire project are laid down in Annex 2 of the IPA Subsidy Contract. Each project partner has to submit the Statement of Expenditure for the reporting period by the deadlines specified in the table below. The MA may require or agree on additional reporting.

Reporting period	Validated expenditure to be submitted to the Lead Partner by
<reporting period1>	<report date1>
<reporting period2>	<report date2>
<reporting period3>	<report date3>
<reporting period4>	<report date4>
<reporting period5>	<report date5>
<reporting period6>	<report date6>
<reporting period7>	<report date7>
<final report>	<report date final>

4. The Lead Partner must send each partner copies of the reports submitted to the MA.

Article 11 (Financial management)

1. The IPA contribution shall be paid by the Certifying Authority to the account of the Lead Partner who shall be responsible for the administrative and financial management of the funds and for distributing the funds between the project partners in accordance with their validated expenditure incurred for project actions effectively carried out by bank transfer within eight working days unless justified. No deduction, retention or further specific charges shall be made.
2. The IPA funds shall be transferred to the bank accounts listed in the Annex 2.

Article 12 (Confidentiality)

1. The parties agree that any information that they obtain during the implementation of the project is confidential, provided that one project partner or the Steering Committee explicitly requests such. The same applies, without the explicit request of one of the project partners, to all documentation classified as "confidential".

Article 13 (Modifications, withdrawals and disputes)

1. Any modification to the present agreement shall be attached to it as an addendum and signed by all parties. It has to be previously agreed by the Steering Committee.
2. The partners agree not to withdraw from the project unless there are unavoidable reasons for it. If this were nonetheless to happen, the other partners shall cover the contribution of the withdrawing partner, either by assuming its tasks and budget or by asking one or more third parties to join the partnership, with the previous authorization of the MA. The partner withdrawing from the project will continue being obliged by the present Partnership Agreement until its termination for the activities and expenses carried out while participating in the project.
3. In case of any dispute between partners, the project partners are obliged to work towards an amicable settlement. When agreement cannot be reached, the partners are obliged to

seek an out-of-court arbitration procedure. Failing this, each and any legal disputes 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 domiciled. The disputes will be settled at the competent court in _____.

Article 14 **(Recovery of unjustified expenditure)**

1. In the event of unduly received IPA funds, either due to the breach of any obligation or due to the declaration of ineligibility after a financial control by an authorized body, each cosignatory of the present agreement undertakes to reimburse the Lead Partner within 30 days following the notification.
2. In the event of total or partial incompleteness of the obligations of any of the project partners or in the event of the material errors in the effective execution of project activities, each cosignatory member of the present Partnership Agreement undertakes to reimburse the Lead Partner any funds that have been unduly received, within 30 days following the notification.
3. The LP has the right of termination of the Partnership Agreement if termination of the IPA Subsidy Contract is put into force by the MA. The partners shall repay the funds as defined in the LP's request.

Article 15 **(Liability and Force Majeure)**

1. This Partnership Agreement is governed by the law of the country of the Lead Partner. Each partner, including the Lead Partner, shall be liable to the other partners and shall indemnify for any damages or costs resulting from the non-compliance of its contractual duties as set forth in this contract.
2. No party shall be held liable for not complying with the obligations ensuing from this agreement should the non-compliance be caused by force majeure. In such a case, the partner involved must announce this immediately in writing to the other partners of the operation.

Article 16 **(Working Language)**

1. The working language of the partnership governed by this agreement will be _____. In case of the translation of any document into another language, the _____ version shall be the binding one.

Article 17 **(Concluding provisions)**

1. This Partnership Agreement is done in <number> originals, of which <number> is received by each of the contracting parties.

2. In case of discrepancies between the IPA Subsidy Contract and this Partnership Agreement, the IPA Subsidy Contract shall prevail.
3. This 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 by the Joint Monitoring Committee shall be effective as alterations of this Partnership Agreement, also without adherence to this formal requirement.

Name of the Lead Partner
Name and title of legal representative
Place, date and stamp:

Signature

Name of project partner 1
Name and title of legal representative
Place, date and stamp:

Signature

Name of project partner 2
Name and title of legal representative
Place, date and stamp:

Signature

ANNEXES

1. IPA Subsidy Contract and its Annexes
2. List of partners and details

Partner n			
Institution			
Legal Status			
Address			
Postal Code			
Town			
Country			
Tax Nr.			
Identification Nr.			
Phone (office)			
Fax			
E-mail / Web site			
Responsible Person for the organisation	Name:		
Contact Person for the agreement:	Name:	Telephone:	E-mail:
<u>Bank Details</u>			
Bank Name			
Address			
Postal Code			
Town			
Country			
Account N°/IBAN			
BIC Code			
National Bank Code			
Internal Reference			
Holder of Account			