

## Partnership Agreement

It is a regulatory requirement that all projects draw up and sign a Partnership Agreement. This template must be used as a minimum approach to cover the regulatory requirements. All additional agreements between partners have to be made in an annex to the 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 application for the implementation of the Interreg North Sea Programme project [project number, title of the project and acronym], approved by the Monitoring Committee of the Interreg North Sea Programme on ..... [date].

### Article 1: Legal framework

*1. The following legal provisions and documents constitute the contractual basis of this partnership agreement and the legal framework for the implementation of the project [project name]:*

- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, as further specified below;
- The Interreg Programme, approved by the European Commission on 11.08.2022 (Decision No. C (2022) 5939 final) setting the programme (hereinafter referred to as Interreg North Sea Programme);
- The programme rules of the Interreg North Sea Programme (Fact sheets);
- The laws of the PP's countries applicable to this contractual relationship;

2. The following laws and documents constitute the legal framework applicable to the rights and obligations of the parties to this agreement:

- 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);
- 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, 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;
- Project data, comprising but not limited to latest project documentation such as application form and all project information available in the Online Monitoring System;
- the project contract, concluded between the LP of the project and the MA;

- All guidelines and any other documents relevant for project implementation (e.g. guidance notes for the individual calls, fact sheets in their latest version, as published on the programme website or handed over to the LP directly during the project implementation).

*Should the above-mentioned legal norms and documents, and any other documents or data of relevance 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 (PP): any institution financially participating in the project and contributing to its implementation, as identified in the approved application form. It corresponds to the term “beneficiary” used in the European Structural and Investment Funds Regulations.
- b) Lead partner (LP): the project partner designated by all partners and who assumes responsibility for ensuring implementation of the entire project according to Articles 23 (5) and 26 (1) b of Regulation (EU) No 2021/1059.
- c) Project data: data comprising but not limited to latest project documentation such as application form and all project information available in the Online Monitoring System.

## **Article 3: Subject of the Partnership Agreement**

This partnership agreement lays down the arrangements regulating the relations between the LP and all the PPs, in order to ensure sound implementation of the project as in the latest approved version of the application form, as well as in compliance with the conditions for support set out in the European Structural and Investment Funds Regulations, delegated and implementing acts, the programme specific rules based thereon, and the project contract signed between the MA and the LP.

## **Article 4: Duration of the partnership agreement**

The present partnership agreement comes into force on the date on which it is signed by all parties (LP and all PPs), and under the condition that the project is approved for co-financing by the Programme. 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 body.

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

- The LP is entitled to represent the PPs in the project.

- Is responsible for the overall coordination, management and implementation of the project towards the MA.
- 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 financial plan.
- Monitors the delivery of the agreed project activities, outputs and results.
- Prepares and submits the project progress reports, including supporting documents, according to the Fact Sheets, and additional requested documents and/or information from JS and MA.
- Addresses requests for project modifications, according to the Fact Sheets.
- Is, in general, the contact point representing the partnership for any communication with the JS/MA or any other of the programme bodies.
- Provides the partners with 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 JS/MA.
- Carries out any other tasks agreed with the project partners.

PPs are responsible for carrying out specific project activities in the manner and scope indicated in the application form or agreed in writing with the other partners in the project. PPs commit themselves to undertake all steps necessary to support the LP in fulfilling its obligations as specified in the project contract signed between the MA and the LP, as well as in this partnership agreement.

The PPs must:

- Actively cooperate in the implementation of the project;
- Cooperate in the staffing and/or financing of the project in accordance with the partnership agreement;
- Keep to other obligations on the basis of this partnership agreement.
- 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;
- provide any additional information related to reporting to the LP or JS/MA if requested, in due time.

The PPs are responsible for:

- Carrying out the specific activities set out in the project data;
- Complying with any deadlines set by the programme, the LP or agreed within the partnership
- Notifying the LP of any factors that may adversely affect implementation of the project in accordance with the project data;

In particular, for the part of the project for which it is responsible, each PP must ensure:

- That it is in compliance with relevant rules concerning, inter alia, equal opportunities, protection of the environment, financial management, branding, public procurement and State Aid;
- That it is implemented in accordance with the rules and procedures set in the Fact Sheets;

## Article 6: Financial management of the project

Each PP must:

- set up separate accounts or adequate bookkeeping systems for the financial settlement of the project, ensuring that expenditure and revenues, as well as the received national and programme co-financing related to the project, are clearly identified.
- strictly follow the EU eligibility rules as well as further eligibility rules set up by the programme in the Fact Sheets and, if applicable, national rules.
- Be responsible for guaranteeing the sound financial management of programme funds received and, in cases of recovery, for reimbursing the LP or relevant programme body directly for unduly paid programme funds, in accordance with the rules and procedures set in the Fact Sheets;
- Regularly submit expenditures for verification to the designated controllers, according to the rules set at programme and national level. Verified expenditures must be submitted through the Online Monitoring System to the LP immediately after verification
- Return to the LP or any relevant programme body any amounts of programme co-financing unduly paid concerning their participation in the project, in accordance with the rules and procedures set in the Fact Sheets. In the case of national co-financing, the specific regulation of the country granting it applies.
- ensure that the expenses incurred are strictly related to the project activities, in line with the project data.
- ensure that programme requirements on eligibility of expenditure, as provided for in the Fact Sheets and in line with the project contract signed between the MA and the LP, are strictly respected.
- 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 Fact Sheets.

Furthermore, the LP must:

- Ensure that the expenditure presented by the PPs participating in the project has been incurred for the purpose of implementing the project, which means that it corresponds to the activities agreed between those partners as specified in the project data.
- 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.
- Receive EU co-financing for the entire project and transfers it to the other partners participating in the project within [XXX] days<sup>1</sup> of its receipt.

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<sup>1</sup> in accordance with Regulation No. 2021/1059 Article 26(2)

- Constantly monitor the spending of the project budget foreseen for each PP, and ensure that budget shifts are carried out within the limits and according to the rules as set out by the programme in the Fact Sheets,
- Put together in writing and as an annex to this partnership agreement, a clear and transparent description for how shared costs should be handled. The annex should also indicate the expected amount of shared costs each PP can expect to cover during the lifetime of the project.

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 LP may refuse to report the costs of this PP to the programme, in agreement with the JS/MA.

The PPs (including the LP) must provide access to the premises, documents and information, irrespective of the medium in which they are stored, for verifications by the MA, the JS, 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 LP or PP. 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.

### **Article 7: Recoveries**

Should the MA represented by the JS, in accordance with the provisions of the respective articles of the project contract, demand repayment of programme funds already transferred, each PP must transfer to the LP or relevant programme body any amounts paid to them in excess, according to the rules and timeframe as set out by the programme in the Fact Sheets and the project contract and recovery documents.

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

If the recovery concerns the LP alone, then the LP must not stop payments to the other PPs.

### **Article 8: Modifications, withdrawal from obligations and non-fulfilment of obligations**

The LP and each PP 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 rules and procedures as described in the Fact Sheets.

If a PP fails 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 modifications as outlined in the Fact Sheets.

If a PP does not comply with its obligations as agreed upon in this partnership agreement and its relevant annexes, the concerned PP shall be the sole responsible for any liabilities, damages and costs, resulting from the non-compliance.

No PP shall however be held liable for not complying with its obligations as agreed upon if the non-compliance be caused by force majeure. In such a case, the PP involved must announce this immediately in writing to the LP and the other PPs.

The LP can, if necessary, request modifications of the project data to the JS/ MA or other relevant programme body. Any modifications requested, including budget, partnership and operational changes, must be agreed and authorised by the PPs of the project beforehand, according to pre-agreed rules of procedure or other decision-making mechanism established in the partnership.

The LP and PPs must strictly follow the provisions of the Fact Sheets when requesting and/or implementing modifications in the project.

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

The LP and the PPs must comply with the EU publicity rules as well as the communication requirements outlined in the Fact Sheets and provide any material developed during the lifetime of the project that may be useful to publications at the programme level.

The LP and PPs ensure that any outcome 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 actions organised by the programme to disseminate and capitalise on project results.

### **Article 10: Intellectual property rights, confidentiality and conflict of interest**

The LP and PPs must undertake to comply with 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.

The LP or PP shall ensure that it has all rights to use any pre-existing intellectual property rights, if necessary for the implementation of the project.

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.

The LP and PPs are obliged to take all necessary measures in order to avoid conflicts of interest, and to keep

each other informed without delay on any circumstances that have generated or may generate such conflict.

The LP and PPs are obliged to 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.

### **Article 11: Dispute settlement**

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. Should this not be possible, the law of the country of the LP shall apply.

In case of amicable resolution of disputes in the partnership, the JS/ MA may act as mediator.

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

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 Fact Sheets. PPs must inform each other about the scope of such contracts and the names of the contracted parties.

Should a PP not comply with its obligations, this PP shall be the sole responsible for damages and costs resulting from this non-compliance.

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

In 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 duties and obligations under this partnership agreement to its successor. Legal succession shall be formalised according to the rules as set out in the Fact Sheets.

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

An amended partnership agreement must be signed by all PP's. The LP must present the amended partnership agreement to the relevant programme body without undue delay.

Modifications to the project (e.g. concerning activities, time schedule or budget) that have been approved by the programme authorities, in compliance with the respective Fact Sheet on project changes, can be carried out without amending the present agreement.



## Article 15: Termination

The partnership agreement must be terminated as a consequence of termination of the project contract.

Following termination of the partnership agreement, the LP and 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 since the working language of the project shall be English.

In case of conflicting clauses or interpretation thereof between this agreement and the project contract, the project 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.

Amendments and supplements to the present agreement must be in written form. Consequently, any changes to the present agreement will only be effective if they have been agreed on in writing.

## Signatures

All PPs (including LP) must sign and date the partnership agreement.

### Lead Partner

Title of the institution:

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Place and date:

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Name and function of the signatory:

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Signature/Stamp:

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**Project partner *[#number]***

Title of the institution:

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Place and date:

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Name and function of the signatory:

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Signature/Stamp:

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**Subpartner *[#number]***

Title of the institution:

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Place and date:

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Name and function of the signatory:

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Signature/Stamp:

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## Abbreviations

AA - Audit Authority

AF - Application Form

EC - European Commission

ERDF - European Regional Development Fund

EU - European Union

JS - Joint Secretariat

LP - Lead Partner

MA - Managing Authority

MC - Monitoring Committee

NA - National Authority

PP(s) - Project Partner(s)