



Partnership Agreement for the project: “Click here to enter text.”

(draft template)¹

Having regard to

Regulation (EU) No 2021/1060 of the European Parliament and of the Council of 24 June 2021 laying down

¹ This is a draft template, which may suffer modifications.



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;

Regulation (EU) No 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments;

Regulation (EU) 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;

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 any amendment, together with related Delegated or Implementing Acts;

the Interreg VI-A Romania-Bulgaria Programme, approved by the European Commission by Decision no. 8928/30.11.2022;

All other EU legislation and the underlying principles applicable to the LP and the PPs, including the legislation laying down provisions on horizontal principles, such as the protection of the environment and sustainable development, non-discrimination 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 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.

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.

the following agreement is concluded between

..... [Name, address, fiscal registration number], represented by (lead partner)

and

..... [Name, address, fiscal registration number], represented by (partner 2),

..... [Name, address, fiscal registration number], represented by (partner 3),

for the implementation of the project [index and title of the project], approved by the Monitoring Committee of the “Interreg VI-A Romania-Bulgaria Programme” - on [date] in [place]/by written procedure.



Article 1

Definitions

For the purposes of the present partnership agreement, the following terms shall have the following meanings:

- (a) Lead Partner: the project partner who takes the overall responsibility for the submission and the implementation of the entire project (hereinafter referred to as "LP").
- (b) Project partner: all the other partners participating in the project and contributing to its implementation according to the project application form (hereinafter referred to as "PP").
- (c) Project participants: LP and PP.
- (d) Associated partners: key stakeholders of the project, without financial contribution, whose involvement can improve the planning and development of project outputs and results.

Article 2

Object of the partnership agreement

- (1) The present partnership agreement shall lay down the arrangements regulating the relations among the project participants in order to successfully implement the joint project "Click here to enter text." described in the project application form (AF) and to ensure compliance with the conditions set out by the European Structural and Investment Funds Regulations and the Interreg VI-A Romania-Bulgaria Programme (RoBg Programme) for receiving the subsidy.
- (2) The European Structural and Investment Funds Regulations lay down the common principles, rules and standards for the implementation of projects in structural funds programmes. The provisions of the programme are outlined in the Interreg programme and specified in the Project Implementation Manual. The model subsidy contract which will be signed by the managing authority (hereinafter "MA") and the LP sets out the standardised conditions under which the programme grants the subsidies from the European Regional Development Fund (ERDF) to the approved projects. The project AF, which is attached to the present agreement and forms an integral part of it, describes in details the above mentioned project and the contributions of all project participants to the project.
- (3) Each of the project participants acknowledges all the above mentioned documents (European Structural and Investment Funds Regulations, Interreg Programme, Project Implementation Manual, project AF and model subsidy contract) as binding on itself.
- (4) The present partnership agreement serves also explicitly as written power of attorney of the PP to LP and authorises the latter to perform the specific duties and responsibilities as set out below.



Article 3

Duration of the agreement

The present partnership agreement shall come into force upon signature by all project participants and under the condition that a subsidy contract is concluded for this project. It shall remain in force until the LP has discharged in full its obligations towards the MA.

Article 4

Project management

- (1) The LP shall be responsible for the overall coordination, management and implementation of the project. The LP assumes sole responsibility for the entire project towards the MA.
- (2) In particular, the LP shall:
 - (a) ensure a sound management of the project according to the relevant standards for professional project management,
 - (b) ensure the quantitative and qualitative delivery of the planned project activities, outputs and results, as stated in the approved AF,
 - (c) ensure a sound financial management of the project,
 - (d) ensure that information and communication activities are carried out in accordance with the respective European Structural and Investment Funds Regulations, the rules set by the Programme and subsidy contract, as well as the project application, and coordinate the respective project activities,
 - (e) ensure that all project participants support the Programme in its evaluation activities (e.g. by providing project information and answers to evaluators commissioned by the programme),
 - (f) forward to the PP copies of official documents related to the project (such as signed subsidy contract, approved AF, project reports, communication between MA and LP) and keep the PP informed on a regular basis about all relevant communication between LP and MA or JS,
 - (g) inform the PP about all essential issues related to project implementation without any delay,
 - (h) ensure that the project is implemented in compliance with the relevant regulations of the European Union, the programme rules and the applicable national legislation, especially European Structural and Investment Funds Regulations and regulations concerning equal opportunity, environment, state aid and public procurement,
 - (i) be responsible for the correct use of the ERDF funds received for the project,
 - (j) fulfil all obligations as set out in the subsidy contract.



Article 5

Obligations of the project partners

- (1) The PP are obliged to respect all rules and fulfil all obligations set forth in the present agreement and the conditions under which the programme grants subsidies to the selected projects.
- (2) They commit themselves to do everything in their power to contribute to the implementation of the project as set out in the project AF.
- (3) The PP shall support the LP to fulfil its tasks according to the subsidy contract.
- (4) In particular, each PP shall:
 - (a) ensure the quantitative and qualitative delivery of its planned project activities, outputs and results, as stated in the approved AF,
 - (b) provide the LP, without any delay and within the deadline set by the LP, with any information needed to coordinate and monitor the implementation of the project, for reporting purposes and to react on any requests of the programme,
 - (c) ensure timely reporting on its activities and costs in accordance with the time schedule of the project,
 - (d) inform the LP immediately about any circumstance that may adversely affect the implementation of the project in accordance with the project application,
 - (e) only implement changes in its approved budget if they comply with the flexibility rules stated in the Programme rules and if prior approval from the LP or the programme bodies has been provided, as appropriate,
 - (f) carry out appropriate information and communication activities under the coordination of the LP (see also Article 11 of this agreement) as stated in the approved AF,
 - (g) be committed to take part in any evaluation activity (e.g. by providing project information and answers to evaluators commissioned by the programme),
 - (h) comply with the relevant regulations of the European Union, the Programme rules and the applicable national legislation, especially European Structural and Investment funds regulations and regulations concerning equal opportunity, environment, state aid and public procurement,
 - (i) be responsible for the correct use of the ERDF funds received for the project,
 - (j) support the LP to fulfil all obligations as set out in the subsidy contract.



Article 6

Organisational structure of the partnership

- (1) For the successful management and completion of the project, a project steering group (hereinafter "PSG") shall be set up.
- (2) The PSG shall be composed by competent representatives of all project participants and shall be chaired by the LP. It shall meet on a regular basis. Project observers shall be invited to take part in the PSG in an advisory capacity.
- (3) The PSG shall:
 - (a) be responsible for monitoring the implementation of the project,
 - (b) be responsible for settlement of any disputes among project participants,
 - (c) have the possibility to set up sub-groups or workgroups to deal with specific tasks related to the project.
- (4) Further aspects may be set out in the rules of procedure of the PSG.

Article 7

Cooperation with third parties

- (1) In case of cooperation with third parties with regard to the project, the relevant project participant shall remain solely responsible towards the other project participants concerning compliance with its obligations as set out in this partnership agreement. Project participants shall inform each other about the scope of such contracts and the names of the contracted parties.
- (2) The project participants herewith expressly declare to obey the relevant laws and programme's eligibility rules whenever they purchase something for the project.
- (3) No project participant shall have the right to transfer their rights and obligations under this agreement to a third party without the prior consent of the other project participants and the responsible programme bodies (programme committee or MA, as appropriate). This approval shall be granted by the project participants and the programme bodies (by the latter unless otherwise stipulated by the programme rules) if such third party offers the same guarantee as the transferring project participant for the fulfilment of its rights and duties related to the project as laid down in the present agreement. In this case the transferring project participant is obliged to assign all rights and obligations and all project related documents to each and any legal successor.



Article 8

Financial management

- (1) To ensure a sound financial management of the project each project participant shall:
 - (a) install separate accounts or adequate bookkeeping systems for the financial settlement of the project ensuring that the expenditure as well as the received national and ERDF funds related to the project are clearly identified.
 - (b) strictly follow the eligibility rules set up by the programme (as foreseen by the Applicant’s Guide, Project Implementation Manual etc.) and, if applicable, the national rules.
- (2) The LP shall furthermore:
 - (a) constantly monitor the execution of the project budget foreseen for each project participant and ensure that budget shifts are carried out within the limits and according to the rules as set out by the programme,
 - (b) ensure that the expenditures made by the project participants have been used for the purpose of implementing the project and correspond to the activities agreed on by the project participants and set out in the approved AF.
- (3) If a PP fails to inform the LP of any deviation from the approved AF within the deadline agreed on with the LP, the LP is 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 is entitled to refuse to report costs of this PP to the programme.
- (4) The total amount each partner commits to spend and request for national control by the end of the month marking the half of the implementation period is provided below.

	LP	PP2	P3
Total of amounts requested for national control at half of the implementation period (month N)	X	Y	Z
Partner’s total budget			

- (5) As an exception of the situations foreseen at Article 9(1), the LP and partners have the possibility to ask expenditure for reimbursement to the MA via a project report submitted in the electronic system at any given time, provided that the expenditure claimed for reimbursement within the



threshold set by the Programme. The total amount to be requested for national control mentioned at the half of the implementation period cannot be changed.

- (6) In case the total amounts requested for national control verification are lower compared to the amounts forecasted for the half of the implementation period, the MA is entitled to decommit project funds by reducing the original project budget and the corresponding ERDF contribution, as follows:
 - a) 10% reduction of the budget for the partners who have requested amounts for first level control lower than 75% of the initial amounts included in the schedule for first level control requests
 - b) 25% reduction of the budget for the partners who have requested amounts for first level control lower than 50% of the initial amounts included in the schedule for first level control requests.
- (7) In case of a decision on the decommitment of the project, the Lead Partner shall submit to the MA a revised budget and Application Form, if the case, reflecting the decommitment, within two weeks following the receipt of MA's notification. To this end, the partners affected by the decommitment shall submit their revised budget to the LP within 5 days following the request received from the LP. In case of failure to respect the deadline, the decommitment shall be applied proportionally to all budgetary lines. The modification of the subsidy contract in case of decommitment at project level shall take the form of a decision of the representative of the Managing Authority signing the subsidy contract, which will be notified to the partners.
- (8) In case of decommitment as provided above, the Lead Partner together with the partners may decide to give up financing, but in this case all the funds reimbursed shall be recovered by the Managing Authority. The decommitment shall be done without prejudice to partners' obligation to implement all the activities and achieve all the results, according to the approved application form.
- (9) In case partners decide not to externalize activities, as foreseen in the approved Application Form, and decide to implement them "in house", without requesting the reimbursement of the respective amounts from the Programme, the project budget shall be reduced automatically with the respective amounts. To this end, the partners have the obligation of informing the MA in due time, through the LP, regarding the decision taken and request the reduction of the budget. The reduction of budget shall take the form of a decision of the representative of the Managing Authority signing the subsidy contract, which will be notified to the partners.
- (10) Also, considering the focus is on results, in case the project contribution to indicators is lower compared to the application form, the MA is entitled to apply financial corrections by reducing the original project budget and the corresponding ERDF contribution according to the Programme specific procedure, up to 25% from the project total budget.



The financial correction shall be applied only if the failure to achieve the target values of the indicators is the result of full implementation by the partners of all project activities as described within Approved application form and annexes. In case the project has not fully implement all the project activities and the results are not reached, the MA is entitle to terminate the subsidy contract and to ask the repayment of all reimbursed amounts.

- (11) The successful implementation of the present agreement actions shall be assessed by the Managing Authority based on achievement of milestones for the activities of the project and indicator targets, as mentioned within the subsidy contract's annex Milestones for the activities of the project and Output and result indicators to be achieved by the project.
- (12) The achievement of the milestones shall be reported by the LP in the project reports submitted in accordance with the provisions of the subsidy contract and, if the achievement is realized before the deadline for submitting the report, by any means of communication, as foreseen by the subsidy contract.
- (13) In case the milestones are not reached in the established deadline, (and) the partner fails to implement the corrective measure for achievement of the milestones, within the set deadline, the Managing Authority is entitled to decommit project funds by reducing the original project budget and the corresponding ERDF contribution, according to the Programme specific procedure.

Article 9

Reporting

- (1) Every 4 months the LP must create and submit to Joint Secretariat (JS) via the electronic system a project report including both financial and physical progress of the project, based on partner reports submitted in the JeMS in accordance with the conditions set by the Programme, in the Project Implementation Manual, JeMS manual and in the applicable legislation. Furthermore, the LP might be asked by the programme implementing bodies (MA or JS) to provide additional information on other aspects related to the project. To this end, each PP shall provide the LP with all information that the latter deems necessary for the preparation of reports and other specific documentation as requested by MA or JS. The LP shall provide all PP with copies of any report and documentation that will be submitted to MA or JS and keep the PP informed about all relevant communication with MA or JS (see also Article 4 par. (2) lit f).
- (2) After the reports have been checked by JS in coordination with MA the respective ERDF funds will be transferred to the account of the LP by the managing authority. The LP shall forward the ERDF funds to the PP in accordance with the information provided by the MA and without any delay. In case any delay is imputable to the LP the PP may claim usual interest rates which the LP must not pay from the approved project budget.



Article 10

Control, Audits

- (1) All project expenditure to be ERDF co-financed must be verified by the responsible public or private institution, following the rules set out in the relevant national control system.
- (2) Each project participant shall get in touch with their control body as early as possible to clarify which documents are needed by this body to perform its task. Furthermore, the project participants shall enable the control body to audit the proper use of funds.
- (3) With regard to audits that will be carried out in addition to the control (by auditing bodies working on behalf of the European Union or the programme), each project participant shall:
 - a) keep available all files, documents and data related to the project, either in original or as certified copies, on commonly used data media safely and orderly, until the MA informs that keeping the documents is no longer required by the programme,
 - b) make all necessary arrangements to ensure that any audit, notified by the duly authorised authority, can be carried out smoothly,
 - c) give these authorities any information about the project they request and give them access to the accounting books, supporting documents and all other documentation related to the project.
- (4) National regulations on audits and retention of data and records that are binding for the project participant shall remain applicable provided that such entail more stringent obligations.
- (5) The provisions set out above remain applicable to the project participant that withdraws or is debarred from the project.

Article 11

Intellectual property rights, Project results,

Information and communication activities

- (1) All products (material and intellectual) that derive from the project will be the joint property of all project participants. Consequently, each project participant shall grant a simple, non-exclusive right of use of any produced work of authorship to all other project participants.
- (2) The project participants ensure that any outcome and result produced during project implementation can be used by all interested persons and organisations free of charge. Moreover, the PP will support the LP and play an active role in any actions organised by the programme to disseminate and capitalise on project results.
- (3) The project participants shall carry out all information and communication activities in accordance



with the relevant European Structural and Investment Funds Regulations, the rules set by the Programme, the provisions of the subsidy contract and the project AF. These activities shall be coordinated by the LP.

Article 12

Defaults and remedies

- (1) Each project participant is directly and exclusively responsible towards the other project participants for the due implementation of their contribution to the project as described in the approved AF 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, via the LP. The excluded PP is liable to compensate any damage to the remaining project participants due to their exclusion.
- (2) All project participants herewith oblige themselves to compensate each other for those damages that may result from intentional or gross negligence non-performance or mal-performance of any of their obligations under the present agreement.
- (3) 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 project participants herewith agree that the budget reduction shall be imputed to the project participants that have contributed to the underspending by not reporting according to the time schedule of the project as stated in the approved AF, unless a different decision is taken by the PSG by consensus.
- (4) In case a reimbursement of ERDF is due - based on the provisions of the subsidy contract - 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 partners 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 LP 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 partner is obliged to reimburse the LP in full and without delay. In case no project participant can be held responsible for the request for ERDF repayment or deduction, the amount requested shall be reimbursed to the MA by the LP and then apportioned between all project participants proportionally to the share of their budget (meaning the amount of ERDF they have been granted according to the approved AF).



Article 13

Changes in the project and the project partnership

- (1) The PP take note of the rules set out in the subsidy contract as regards changes in the project. They shall inform the LP without delay of any deviation from the project as set out in the approved AF, so that the LP is in the position to properly monitor the project implementation and to take any necessary countermeasure at the appropriate time.
- (2) Project participants are aware that the MA is entitled to withdraw from the subsidy contract if the number of project participants falls below the required minimum number of participants per project, as stated in the terms of reference of the call for proposals applicable to the project. Project participants are also aware that a decrease of project participants could entail a lower quality of the project and thus might need a re-approval of the programme committee. Thus, the project participants herewith agree not to back out of the project unless there are unavoidable reasons for it.
- (3) In case a project participant withdraws from the project, is debarred from it, has become insolvent or closed down as a result of bankruptcy or decision of its owners, the remaining project participants will undertake all possible measures to find a rapid and efficient solution to ensure the further proper implementation of the project without any delay. Consequently, the project participants will ensure that the contribution of the withdrawing project participant is taken over either by one or more of the remaining project participants or by one or more new partners additionally integrated in the project partnership. The PP take note of the rules set out in the subsidy contract as regards changes in the project partnership.

Article 14

Project data

- (1) The project participants herewith agree that the MA is entitled to use the data included in the project AF for preparing and implementing the subsidy contract and that the MA is entitled to convey these data to the organs and authorised representatives of the following bodies and authorities: Managing Authority, National Authority, Joint Secretariat, control bodies as well as bodies and authorities involved in audits carried out for the programme, European Commission, auditing bodies of the European Union and any other body designated to perform controls on the use of the financing, all project related documents, including the inventory for the actives gained as a result of using the funds. Data will be stored during the implementation period of the project as well as after the end of the implementation period for a 3 years period after the official closure of Interreg VI-A Romania-Bulgaria Programme
- (2) Furthermore, the project participants agree that their names and addresses, their activities in the project and the amount of ERDF funds and national co-financing received for the project 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.

Article 15

Confidentiality

- (1) The project participants agree that any information they obtain during the implementation of the project or communication with the programme bodies is confidential, provided that the project participants or programme bodies explicitly request so.
- (2) Releasing any information to persons involved in implementing / verifying / controlling / auditing the Agreement shall be performed on confidential basis and shall only cover the information that is necessary for implementing the agreement.
- (3) The parties shall bare no responsibility for releasing information on the present agreement if:
 - the information was released with the written agreement of the other parties; or
 - the party was legally forced to release the information.
- (4) Failing to observe the confidentiality obligation gives the damaged party the right to claim compensations from the damaging party.
- (5) The documents, papers, data and information used for publicity purposes for informing on and promoting the use of project results shall not be declared as having confidential status.

Article 16

Conflict of interests

- (1) In the present Agreement, the conflict of interests represents any circumstances defined as such in the national/European legislation.
- (2) Any conflict of interests that arises during the implementation of the agreement shall be immediately notified by the Lead Partner to the JS and MA/NA, which reserves the right to verify such circumstances and take the necessary measures, where necessary.

Article 17

Language

- (1) The working language of the partnership shall be English.
- (2) This partnership agreement is concluded in English. In case of a translation of this agreement into another language than English, the English version shall be the binding one.



Article 18

Concluding provisions

- (1) Amendments and supplements to the present agreement must be in written form. Consequently, these changes of the present agreement shall only be effective if they have been agreed on in writing and have been designated as amendment or supplement of the partnership agreement (the exchange of letters, whereby one project participant proposes the changes to be made and all other project participants expressly agree via postal services, fax and e-mail, is sufficient). The LP shall notify to the MA and the JS any envisaged amendment or supplement of the present agreement in advance to ensure that these modifications are carried out in line with the programme provisions. Modifications to the project that are approved by the responsible programme bodies (programme committee or MA, as appropriate) shall be effective as alterations of the present agreement, also without adherence to the above mentioned formal requirement.
- (2) Should any provision in this agreement be wholly or partly ineffective, the remaining provisions remain binding for the parties. The parties agree to replace the ineffective provision by one serving the purpose of the agreement as closely as possible.
- (3) In case of differences that are not ruled by this agreement, the parties agree to find a joint solution.
- (4) In case of any disputes among themselves, the project participants will endeavour to work towards an amicable settlement. Disputes will be referred to the PSG. Should efforts to achieve an amicable solution fail, the project participants will seek the support of the MA. In case a solution cannot be found, the parties herewith agree that [Click here to enter text.](#) shall be the venue for all legal disputes arising from this agreement.
- (5) Any dispute that, from any reason, fails to be solved by the Project Steering Group and which involves the Lead Partner shall be governed by the law applicable to the Lead Partner, while, if the Lead Partner does not take part in the dispute, the applicable law is the one of the petitioner.
- (6) One copy will be made of this agreement.

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(name of lead partner)²

[Click here to enter text.](#)

(name of legal representative)

[Click here to enter text.](#)

(name of PP)

[Click here to enter text.](#)

(name of legal representative)

² The document shall be electronically signed