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EEA Financial Mechanism Programme (SI 02)

co-financed by the EEA Financial Mechanism 2009-2014

**PARTNERSHIP AGREEMENT**

TEMPLATE

between

*(full name and address)*

hereinafter referred to as “Project Promoter”

and

*(full name and address)*

hereinafter referred to as “Partner 1”

and

*(full name and address)*

hereinafter referred to as “Partner 2”

and

*(full name and address)*

hereinafter referred to as “Partner X”

hereinafter jointly referred to as “Parties”

for the implementation of the **PROJECT**

*(Project title and Project acronym)*

hereinafter referred to as “Project”

**Article 1 – Subject of the Agreement**

1. By the present Partnership Agreement, the Project Promoter and the Partners shall define the rules of procedure for the work to be carried out and the relations that shall govern them within the Partnership set up in order to implement the Project.
2. The annexes – including all provisions they are based on and refer to – are considered to be an integral part of this Agreement.
3. Terms used in this Agreement shall be understood in accordance with the Regulation on the implementation of the EEA Financial Mechanism 2009-2014 (hereinafter referred to as “Regulation”).

**Article 2 – Project Objectives**

1. The Project entitled »      « with acronym »      « implemented under the EEA Financial Mechanism Programme (hereinafter referred to as “Programme”) shall contribute to the general objective        and to the specific objectives       .

**Article 3 – Duration of the Agreement**

1. This Partnership Agreement shall take effect on the date on which it is signed by all Parties. It shall remain in force until the Project Promoter has discharged in full his obligations toward the Programme Operator.

**Article 4 – Rights and Obligations of the Parties**

1. The Parties shall undertake to implement their tasks concerning the Project with due diligence.
2. The Parties shall undertake not to make claims against each other concerning reimbursement of costs other than those resulting from the scope of obligations stipulated in the present Agreement and in the Project documentation submitted to the Programme Operator.
3. The Parties shall immediately inform each other about any circumstance which has or could have influence on the Project’s implementation.
4. The Parties shall inform each other and provide each other with necessary information, if circumstances which could hinder the Project’s implementation occur.
5. Each Party agrees to the processing its own personal data for monitoring, controlling, auditing, promotion and evaluation of the Project by the Project Promoter and the Programme bodies, particularly the Programme Operator, the Audit Authority and the Financial Mechanism Office.
6. Each Party is liable towards other party and to third parties for any damage resulting from its Project activities, as well as for the consequences of damage, resulting from the tasks and obligations delegated to the third parties within the Project, in accordance with the division of tasks among the Parties.
7. The Parties shall respect the national and Community legislation, with particular regard to the State aid rules, public procurement, and rules laid down on equal opportunities, sustainable development, and environmental protection.

**Article 5 – Obligations of the Project Promoter**

1. The Project Promoter is responsible before the Partners and the Programme Operator for the overall coordination, management and implementation of the Project. The Project Promoter shall be the beneficiary of the grant and shall assume sole responsibility for the entire Project vis-à-vis the Programme Operator.
2. The Project Promoter shall:
3. ensure the Project’s timely commencement and the implementation of its activities;
4. promptly inform the Partners of any factors that may adversely affect implementation of the Project activities and/or financial plan;
5. notify the Programme Operator of any circumstances that may have a negative impact on the Project implementation;
6. appoint a Project Manager who has operational responsibility for the implementation of the overall Project;
7. issue requests for reimbursement and receive payments of the grant from the Programme Operator;
8. take all actions necessary to receive on time the grant by the Programme, as well as to promptly transfer the grant to each Partners’ bank accounts[[1]](#footnote-1) in accordance with Article 8 of this Agreement;
9. review the appropriate spending of the grant by the Partners;
10. make available to the Partners, in any form, documents and information received from the Programme Operator and useful for their Project’s activities implementation;
11. prepare and submit the interim reports and the final report to the Programme Operator;
12. monitor the progress of the Project’s implementation, its outputs and outcomes, including the activities of the Partners and their outputs;
13. request any information and additional documents from the Partners to ensure a timely response to the Programme bodies, particularly the Programme Operator;
14. to record, in an appropriate way, the progress of the Project’s activities, the payments received from the Programme and the payments to the Partners;
15. accomplish any other tasks agreed with the Partners.

**Article 6 – Obligations of the Partners**

1. The Partners are responsible for carrying out the Project activities in the manner and scope as indicated in this Agreement;
2. More specifically, the Partners shall be responsible for:
	1. expeditiously carrying out the specific activities set out in Annex 1 to this Agreement and timely achieving outputs by adhering to the Time plan set out in Annex 3 to this Agreement;
	2. providing all the information and data to the Project Promoter that are required by the latter to coordinate and monitor the implementation of the Project and for reporting purposes;
	3. promptly informing the Project Promoter of any factors that may adversely affect the implementation of the Project in accordance with this Agreement.
3. The Partner agrees to take all necessary steps enabling the Project Promoter to discharge in full his obligations towards the Programme Operator.
4. The Partner from the Donor State shall submit to the Project Promoter confirmations on the eligibility of expenditures in accordance with Article 7.13 of the Regulation and the guidelines of the Programme Operator and within the deadlines agreed upon with the Project Promoter.
5. The findings of the Programme bodies and the entities that verify the eligibility of expenditures of the Partners from the Donor State shall be binding. Partners are obliged to implement any measures to remedy irregularities or fraud.

**Article 7 – Organisational Structure of the Partnership**

1. A Project Steering Committee shall be set up for the successful management of the partnership and completion of the Project. The Project Steering Committee shall be responsible for monitoring the implementation of the Project and shall be chaired by the Project Promoter. Its members shall include the Project Promoter, Partners and any other organisations or individuals deemed appropriate by the Project Promoter. The Project Steering Committee shall meet on a       [[2]](#footnote-2) basis.
2. The Project Steering Committee shall have the authority to delegate specific tasks or responsibilities to any subcommittees as it shall deem appropriate to establish. These tasks may include responsibility for financial control, monitoring of Project activities and evaluation of outcomes, and such other tasks as considered appropriate by the Project Steering Committee[[3]](#footnote-3).

**Article 8 – Financing of the Project**

1. The budget share of each Partner and of the Project Promoter, as well as the maximum amount and the share of the Programme grant for each Partner and the Project Promoter and its own contribution, is defined in Annex 2 to this Agreement.
2. The Partners and the Project Promoter commit themselves to respect the budget in terms of co-financing sources, categories of expenditures and work packages by Partner according to Annex 2 to this Agreement.[[4]](#footnote-4)
3. The Partners and Project Promoter commit to keeping a separate accounting system solely used for the Project. Accounting reports or other documents, including copies of all supporting documentation (invoices, documents related to the tender, etc.) shall be submitted to the Project Promoter or to the body appointed to that effect, in accordance with the requirements stipulated by the Project Promoter.
4. The transfers to the Partners shall be made in Euros.
5. In the event of expenditure incurred in currency other than Euro, the applicable exchange rate for the incurred amount shall be       *[[5]](#footnote-5)*.For the purpose of preparing the Project reports the Partner shall inform the Project Promoter on the applied exchange rate.
6. The Project Promoter is the sole responsible Party to the Programme bodies for the financial management of the Project. The Project Promoter shall ensure that the payments to the Partners are made according to the following[[6]](#footnote-6):
7. …
8. A Party which spends less than its allocated share of the budget shall be funded in accordance with its actual duly justified eligible costs only.

**Article 9 – Indirect Costs**

1. The indirect costs (overheads) of the Partners shall be calculated in accordance with the following method:       [[7]](#footnote-7).
2. The indirect costs, their rates in the case of a flat rate and maximum amounts are determined by each Party in Annex 2 to this Agreement.

*[OR in case the Project does not foresee indirect costs:*

1. The Project Promoter and Partners shall agree not to claim any indirect costs (overheads).*]*

**Article 10 – Eligibility of Expenditure**

1. The first date of the eligibility of expenditures is        and the final date of the eligibility of expenditures is       .
2. The eligibility of expenditures incurred by a Partner is subject to the same limitations as would apply if the expenditures were incurred by the Project Promoter. In order to be eligible, the expenditures incurred by a Partner or the Project Promoter in the Project must comply with the Regulation, this Agreement, the Programme Agreement, and the guidelines of the Programme Operator.
3. In accordance with Article 7.13.3 of the Regulation a report by an independent and certified auditor or an independent competent officer, certifying that the claimed costs are eligible, shall be seen as sufficient proof of costs incurred by a Partner whose primary location is in the Donor State.
4. Costs incurred by the Project Promoter and Partners shall be supported by receipted invoices, or alternatively by accounting documents of equivalent probative value, and other documentation in accordance with the guidelines of the Programme Operator.

**Article 11 – Cooperation with Third Parties**

1. The Project Promoter and Partners shall undertake cooperation with third parties, including subcontractors, in accordance with the procedures set out in the EU and national law on public procurement.
2. In the event of cooperation with third parties, including subcontractors, the Partner concerned shall remain solely responsible to the Project Promoter concerning compliance with its obligations as set out in this Agreement.
3. Rights and obligations resulting from this Agreement may not be transferred, neither in part nor in whole, to another third party.

**Article 12 – Information and Publicity**

1. The Project Promoter and the Partners shall implement the information and publicity measures in accordance with the Project Information and Publicity Plan.
2. All information and publicity measures shall be carried out in line with the Regulation, particularly with Annex 4 (Information and Publicity Requirements), Communication and Design Manual, and the guidelines of the Programme Operator.
3. The Partners agree that the Programme Operator shall be authorised within the framework of the Programme to publish in whatever form and by whatever media, including the internet, the following information:
	1. the name of the Project Promoter and its Partners,
	2. the summary of the Project, including its objectives, outcomes and outputs,
	3. the amount and the share for co-financing of the Project,
	4. the location of the Project,
	5. progress reports including the final report,
	6. whether and how the Project has previously been publicised.
4. The Project Promoter and the Partners shall take note of the fact that the outputs of the Project may be made available to the public and shall commit to playing an active role in any actions organised to capitalise on, disseminate and valorise the outputs of the Project.

**Article 13 – Retention and Confidentiality of Documents**

1. The Project Promoter and the Partners agree that any information that they obtain during the execution of this Agreement is confidential, provided that the Project Promoter or the Partner explicitly requests such. The same applies, without the express request, to all documentation classified as “confidential”.
2. Each Partner shall ensure an audit trail for eligible expenditures incurred in implementing its Project activities and ensure retention of all proofs of expenditure.
3. For the purpose of audit, control or evaluation every Party shall:
	1. keep at all times all files, documents and data concerning the part of the Project for which it is responsible in a safe and orderly manner for a period of at least 3 years following the approval of the final Programme report by the EEA Financial Mechanism Committee or in case that its Project activities contain elements of State aid at least 10 years following the date of the granting of State aid;
	2. give any information about the Project requested and give access to its business premises, the accounting books, supporting documents and other documentation related to the Project.

**Article 14 – Excepted Equipment**

1. By way of exception from Article 7.3.1(c) of the Regulation, the entire purchase price of new equipment may be eligible if the equipment is an integral and necessary component for the implementation of the Project and is essential for achieving the outcomes of the Project.
2. In the case of the purchase of new equipment whose total cost is considered eligible (the excepted equipment), the Project Promoter and/or Partners concerned shall:
3. keep the excepted equipment in their ownership for a period of at least 5 years following the approval of the Project completion report and continue to use that equipment for the benefit of the objectives of the Project for the same period;
4. keep the excepted equipment properly insured against losses such as fire, theft and other normally insurable incidents both during Project implementation and for a period of at least 5 years following the approval of the Project completion report; and
5. set aside appropriate resources for the maintenance of the excepted equipment for a period of at least 5 years following the approval of the Project completion report,

provided that the Programme Operator may release Project Promoter from the above obligations with respect to any specifically identified excepted equipment where the Programme Operator is satisfied that, having regard to all relevant circumstances, continued use of that equipment for the overall objectives of the Project would serve no useful economic purpose.

1. The Project Promoter and Partners agree that owners of the excepted equipment are the following:
	1. *[equipment owner's name]* is the owner of the *[name of equipment]*.
	2. *[equipment owner's name]* is the owner of the *[name of equipment]*.
	3. *[equipment owner's name]* is the owner of the *[name of equipment]*.

**Article 15 – Purchase of Real Estate and Land**

1. The purchase of real estate and/or land shall be made in accordance with Article 7.5 of the Regulation and the guidelines of the Programme Operator.
2. In the case of the purchase of real estate and/or land the Project Promoter and Partners agree that:
	1. the real estate and/or land shall be used for the purpose and objectives of the Project for a period of at least 5 years following the approval of the Project completion report;
	2. the ownership of the real estate and/or land shall be transferred to the recipient prior to the completion of the Project;
	3. the real estate and/or land shall not be sold, rented, or mortgaged for a period of at least 5 years following the approval of the Project completion report.
3. Restrictions referred to in paragraph 2 apply also to buildings that are constructed or reconstructed through a financial contribution from the EEA Financial mechanism 2009-2014.
4. The Project Promoter and Partners agree that owners of the investments[[8]](#footnote-8) are the following:
	1. *[investment owner's name]* is the owner of the *[name of investment]*.
	2. *[investment owner's name]* is the owner of the *[name of investment]*.
	3. *[investment owner's name]* is the owner of the *[name of investment]*.

**Article 16 – Revenues**

1. The Partners agree that the Project shall not generate revenues.
2. If it is subsequently determined that the Project generates revenue, the amount of generated net revenue shall be deducted from the eligible costs of the Party concerned.

**Article 17 – Non-fulfilment of Obligations and Reimbursement**

1. In the event of total or partial incompletion of the obligations of any of the Partners or in the event of material errors in the effective execution of Project activities or if any irregularity is detected during the control procedures, each Party of the present Agreement undertakes to reimburse the Project Promoter any grants that have been unduly received, within a month following notification.
2. For irregularities committed by a Partner, the Project Promoter has the right to sue the Partner, by any legal means, in order to recover the grant unduly received from the Programme.

**Article 18 – Withdrawals and Disputes**

1. The Project Promoter and the Partners agree not to withdraw from the Project unless there are unavoidable reasons for it. If these nonetheless occur the Project Promoter and Partners shall endeavour to cover the contribution of the withdrawing Partner, either by assuming its tasks or by asking one or more new Partners to join the partnership. Changes in partnership are subject to prior approval by the Programme Operator. The Partner withdrawing from the Project will continue being obliged by the present Agreement until its termination for the activities implemented while participating in the project and related expenses.
2. In case of any disputes among themselves, the Parties to this agreement are obliged to work towards an amicable settlement.
3. Any and every legal dispute that may result from or in connection with this Agreement shall be finally decided in accordance with the jurisdiction of the Republic of Slovenia.

**Article 19 – Legislation and Force Majeure**

1. This Partnership Agreement is governed by Slovenian Law, being the law of the country of the Project Promoter.
2. No party shall be held liable for not complying with obligations ensuing from this Agreement should the non-compliance be caused by force majeure.

**Article 20 – Termination Clause**

1. In case of termination of the Project Contract, this agreement will be immediately terminated.
2. Where the Agreement termination procedure is started, the Project Promoter may suspend any bank transfer to the Partner/s involved as a precautionary action.

**Article 21 – Concluding Provisions**

1. This Agreement is written in Slovene and in English, whereby the Slovene version shall be the binding one.
2. This present Agreement can only be changed by means of a written amendment signed by the Project Promoter and all Partners. The amended Agreement is subject to prior approval by the Programme Operator.

Written in    [[9]](#footnote-9) original copies.

[Full name of Project Promoter]

[Name and title of legal representative]

[Place, date and stamp]

[Signature]

[Full name of Partner 1]

[Name and title of legal representative]

[Place, date and stamp]

[Signature]

[Full name of Partner 2]

[Name and title of legal representative]

[Place, date and stamp]

[Signature]

[Full name of Partner X]

[Name and title of legal representative]

[Place, date and stamp]

[Signature]

**Annexes**

Annex 1: Work Plan[[10]](#footnote-10)

Annex 2: Financial Plan by Partners

Annex 3: Time Plan[[11]](#footnote-11)

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# ANNEX 1: WORK PLAN

|  |  |  |
| --- | --- | --- |
| WS 1 | WS name | **Management and coordination** |
| WS description  |  |
|  | Name of the activity | Description of the activity | Project Promoter and/or Partner | Project outputs  |  |  |
| Description | Indicator | Baseline | Target |
| ACT 1.1 |  |  |  |  |  |  |  |
| ACT 1.2 |  |  |  |  |  |  |  |

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| WS 2 | WS name | **Information and publicity** |
| WS description  |  |
|  | Name of the activity | Description of the activity | Project Promoter and/or Partner | Project outputs  |  |  |
| Description | Indicator | Baseline | Target |
| ACT 2.1 |  |  |  |  |  |  |  |
| ACT 2.2 |  |  |  |  |  |  |  |

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| WS X | WS name | **…** |
| WS description  |  |
|  | Name of the activity | Description of the activity | Project Promoter and/or Partner | Project outputs  |  |  |
| Description | Indicator | Baseline | Target |
| ACT X.1 |  |  |  |  |  |  |  |
| ACT X.2 |  |  |  |  |  |  |  |

**ANNEX 3: TIME PLAN**

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| Nov 14 | Dec 14 | Jan 15 | Feb 14 | Mar 14 | Apr 14 | May 15 | June 15 | July 15 | Aug 15 | Sep 15 | Oct 15 | Nov 15 | Dec 15 | Jan 16 | Feb 16 | Mar 16 | Apr 16 |
| **WS 1** |
| ACT 1.1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **WS 2** |
| ACT 2.1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **WS X** |
| ACT X.1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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1. *Possibility of additional explicit references of each Partner’s bank accounts in the Agreement.* [↑](#footnote-ref-1)
2. *Define frequency.* [↑](#footnote-ref-2)
3. *Possibility to specify in detail the composition of the Project Steering Committee and any subcommittee, their roles and obligations, and the decision making process*. [↑](#footnote-ref-3)
4. *Possibility to add provisions regarding changes to a Partner Financial plan which must be in accordance with the Project Contract and guidelines of the Programme Operator*. [↑](#footnote-ref-4)
5. *Please provide the method to be used to choose the exchange rate. Possible options: “The average monthly exchange rate set by the European Commission of the month the invoice was paid is used” or “The average monthly exchange rate set by the European Commission of the last month of the reporting period is used”. The average monthly exchange rate set by the European Commission is published on:*

[*http://ec.europa.eu/budget/contracts\_grants/info\_contracts/inforeuro/inforeuro\_en.cfm*](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm) [↑](#footnote-ref-5)
6. *Please specify the agreements on payments to Partners. Make sure you respect conditions of the Programme Operator referred to in the Guidelines for the Project Implementation and Reporting.* [↑](#footnote-ref-6)
7. *Please provide the method which shall be used: “based on actual indirect costs according to Article 7.4.1(a) of the Regulation” or “flat rate according to Article 7.4.1(b) of the Regulation”.* [↑](#footnote-ref-7)
8. Real estate and/or land purchased and/or buildings constructed or reconstructed. [↑](#footnote-ref-8)
9. *Specify number* [↑](#footnote-ref-9)
10. *From the approved Project application* [↑](#footnote-ref-10)
11. *Equal to the Time plan from the Project Implementation Plan, annexed to the Project Contract* [↑](#footnote-ref-11)