



# Territorial Cooperation projects 2007-2013:

## Partnership Agreement Template





**DISCLAIMER:** This tool was issued by INTERACT during the 2000-2006 programming period and aims at spreading good examples and lessons learnt to enable a successful implementation of the 2007-2013 programming period. A few modifications have been made to the original version available in hard copy.

## **ACKNOWLEDGEMENTS**

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INTERACT hopes this tool will contribute to “Sharing INTERREG experiences” and encourage other Community Initiative programmes to share their skills and knowledge with INTERREG stakeholders through INTERACT.

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## INTRODUCTION

### 1.1. Rationale for Partnership Agreements

Partnership Agreements –sometimes called “Joint Conventions”- are private contracts to be signed by all project partners, and constitute the norm for consolidating quality project partnerships including any issues concerning the partnership such as, among others: the definition of partners’ joint aims, responsibilities and mutual duties, the project’s duration, the amount of funding applied for, the distribution of resources, the reporting duties and the procedures to resolve potential disputes and apply penalties, etc.

For the 2000-2006 programming period the use of Partnership Agreement was only obligatory in a few INTERREG III programmes that offered project holders a model Partnership Agreement to be signed by project partners. The contents of such a model Agreement must be negotiated and customised to the specific circumstances and requirements of the individual project partnership.

However, for the 2007-2013 programming period, the Partnership Agreement thus becomes a **new compulsory requirement** Article 20.1.a of the new ERDF Regulation (EC) No 1080/2006 states that it is the responsibility of the lead beneficiary appointed for each operation to *lay down the arrangements for its relations with the beneficiaries participating in the operation in an **agreement** comprising, inter alia, provisions guaranteeing the sound financial management of the funds allocated to the operation, including the arrangements for recovering amounts unduly paid.*

In short, Partnership Agreements provide a framework for efficient project implementation and governance. Project implementation arrangements are in the territorial cooperation partnerships more complex than in other types of Structural Fund interventions. For this reason, the risks associated with territorial cooperation projects are arguably greater than is the case with other EU funded activities. The use of a Partnership Agreement to carry out projects should help reduce these risks:

- By clearly defining project responsibilities and procedures, Partnership Agreements should make it easier to implement projects;
- The legally-binding nature of Partnership Agreements means that if problems arise that cannot be resolved by the partners themselves, procedures can be enforced to arrive at a solution;
- More generally, the use of Partnership Agreements is a prudential measure which provides a way of minimising the various types of risks involved in carrying out territorial cooperation projects.

This said, during the 2000-2006 programming period the Application Form for INTERREG III projects covered many issues that might also be included in a Partnership Agreement (e.g. project activities, publicity, sustainability of project outcomes,

dissemination). However, other issues (particularly those relating to project governance) were not covered – at least in detail - and, additionally, a Partnership Agreement has a legal status which the application form does not share. With regard to the second point, this underlines the caution in the previous section that any Partnership Agreement template needs to be customised to the particular circumstances of a project and partnership. However, it does not diminish the value of having a template available as a starting point to this process. Similar considerations apply to the third point above.

Even where Partnership Agreements were encouraged –or indeed made obligatory by the Managing Authority – the requirements set out in the documentation used by various INTERREG III programmes varied considerably during the 2000-2006 programming period. Some have a relatively narrow focus on the financial aspects of projects whilst others are more comprehensive in scope.<sup>1</sup> Again, this tends to support the case for making a common template available. Below, current practices are reviewed.

## 1.2 Purpose of the Tool

Bearing in mind that the signature of a Partnership Agreement by all partners of a territorial cooperation project has become obligatory for 2007-2013 (as per article 20 of ERDF Regulation (EC) No 1080/2006), the present document offers a suggested Partnership Agreement template. The purpose of the tool can be summarised as follows:

- To raise awareness of the advantages of using a Partnership Agreement as a framework for carrying out Territorial Cooperation projects;
- To provide a template that can be used to formalise transnational, interregional or cross border project relationships;
- Where a Partnership Agreement is already in place, to act as a 'checklist' to help ensure comprehensive coverage of the various issues that partners actually of potentially face in carrying out projects.

The template is based on the analysis of INTERREG III Partnership Agreements used during the 2000-2006 programming period. In this context, 'good practice' is defined as provisions in existing Partnership Agreements that set out arrangements that are likely to improve the implementation of projects and that are defined in a clear and unambiguous way. It is important to emphasise that the Partnership Agreement template is not intended to be a 'one-size-fits-all' standardised model but rather as a guide. As such, the various provisions will inevitably need to be customised to suit particular Territorial Cooperation programmes and projects in the 2007-2013 programming period.

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<sup>1</sup> An example of a programme where the use of Partnership Agreements was already obligatory for 2000-2006 is the INTERREG IIIA FR/UK Franco-British Programme. According to this, the Partnership Agreement should describe the breakdown of eligible expenditure and calendar of expenditure per partner, the agreement between partners (final recipients) on how any grant was shared between them. The Partnership Agreement had to be attached to the project application form. Appendix B compares the requirements set out in different INTERREG III Partnership Agreements.

### 1.3. Review of practices in the 2000-2006 programming period

There was a considerable variation in the form, structure, length and contents of INTERREG III Partnership Agreements. However, as a minimum, most address basic relating to:

- The main responsibilities of the signatories;
- Eligible expenditure and other financial provisions;
- Governance issues, i.e. how the project should be managed.

In most Partnership Agreements there is a quite detailed definition of the role of the **Lead Partner**. The Lead Partner bears overall financial and legal responsibility for territorial cooperation projects and their role is therefore critical to the overall success of a project.

The aforementioned Article 20.1 of the new ERDF Regulation (EC) No 1080/2006 states that “For each operation, a **lead beneficiary** shall be appointed by the beneficiaries among themselves. The lead beneficiary shall assume the following responsibilities:

- (a) it shall lay down the arrangements for its relations with the beneficiaries participating in the operation in an agreement comprising, *inter alia*, provisions guaranteeing the sound financial management of the funds allocated to the operation, including the arrangements for recovering amounts unduly paid;
- (b) it shall be responsible for ensuring the implementation of the entire operation;
- (c) it shall ensure that the expenditure presented by the beneficiaries participating in the operation has been incurred for the purpose of implementing the operation and corresponds to the activities agreed between those beneficiaries;
- (d) it shall verify that the expenditure presented by the beneficiaries participating in the operation has been validated by the controllers;
- (e) it shall be responsible for transferring the ERDF contribution to the beneficiaries participating in the operation.

During the 2000-2006 programming period differences between Partnership Agreements were more pronounced with regard to the definition of the role of **other partners**. Some specified their obligations in detail whilst others were limited to the standard obligations of a partnership. Apart from the formal partnership requirements (for example, ‘to take all necessary steps enabling the Lead Partner to comply with its responsibilities as set out in the Subsidy Contract ’), some Partnership Agreements set out the specific project related actions each signatory is expected to undertake whilst others simply made reference to the application form. In the template set out in Section 2, the author has suggested that it may be appropriate to append a work plan to the Partnership Agreement and a model for this is provided.

All INTERREG III Partnership Agreements contained at least basic **financial provisions** – how the project budget shall be subdivided between partners, eligible expenditure and procedures for claiming payments. There were, however, differing models for carrying out projects and this is reflected in the financial provisions. Although the Lead Partner is

formally responsible for the implementation of the project on behalf of the whole partnership, the project costs are shared among all the partners. During the 2000-2006 programming period Partnership Agreements varied in the way that they dealt with this situation.

Some INTERREG III Partnership Agreements simply referred to the application form financial annex, whereas others contained more detailed provisions with regard to the financial aspects of projects including match funding and co-financing. There were also other differences. For example, projects could either be carried out by the partners themselves or subcontracted in whole or part to another organisation (e.g. preparation of a study by an external expert) and the provisions in existing Partnership Agreements varied in this respect.

The INTERREG III Partnership Agreements often relatively contain little detail on **project management and governance** (structures and roles, procedures including settlement of disputes, etc). Some specify that there should be a steering group but very few define the role (membership, frequency of meetings, etc) of this entity in any detail. Similarly, there were clauses in most existing Partnership Agreements on the procedures to be adopted if organisations withdraw from the Partnership but provisions with regard to the settlement of disputes varied: some stipulated that partners should resolve differences themselves; others placed an obligation on the Lead Partner to arbitrate, or for a special committee to be established to do so and/or for the Managing Authority to play a role; while in other cases the Partnership Agreements stipulated that if settlements could not be resolved by the partners themselves, there should be recourse to the legal system in the country where the Lead Partner was domiciled or to some other jurisdiction.

Few references to **monitoring and evaluation** in the Partnership Agreements used during 2000-2006 were found. Partnership Agreements also varied considerably in terms of other clauses – **dissemination of project outcomes, intellectual property rights, publicity and communications, confidentiality, non-execution of obligations, working languages**, etc. Our approach has been to include clauses in the template relating to all these issues by drawing on Partnership Agreements used during the 2000-2006 programming period that include the relevant texts. It has been necessary to use a number of different sources to achieve comprehensive coverage.

# ***Partnership Agreement Template***



<p style="text-align: center;"><b>[PROJECT NAME]</b></p> <p style="text-align: center;"><b>THE FOLLOWING HAS BEEN AGREED:</b></p>	
<b>Suggested clauses:</b>	<b>Explanatory notes:</b>
<p><b>Article 1: Project Objectives</b></p> <p>The project [title] conducted on the basis of the [Territorial Cooperation programme] shall contribute to the objectives set out in the Operational Programme. These objectives are, in summary, to [main objectives to be specified].</p>	<p><i>It is important that all partners sign up a common set of project objectives to ensure that they work towards achieving common outcomes. These can either be summarised in the Partnership Agreement or mentioned by means of reference to the programme documents.</i></p>
<p><b>Article 2: Subject of the Partnership Agreement</b></p> <p>By the present Partnership Agreement, the Lead Partner and the other project partners shall define the rules of procedure for the work to be carried out and the relations that shall govern them within the transnational Partnership set up in order to complete the above-mentioned project.</p>	<p><i>This is a standard clause in all Partnership Agreements.</i></p>
<p><b>Article 3: Duration of the Agreement</b></p> <p>This Partnership Agreement shall take effect on the date on which it is signed by all partners. It shall remain in force until the Lead Partner has discharged in full his obligations toward the Managing Authority.</p>	<p><i>This is a standard clause in all Partnership Agreements. A specific period of time (e.g. 12 months from a particular date) is sometimes specified.</i></p>
<p><b>Article 4: Lead Partner</b></p> <p>4.1 The Lead Partner is responsible for the overall co-ordination, management and implementation of the project. The Lead Partner shall be the beneficiary of the ERDF grant and shall manage the funds in accordance with the details of this Partnership Agreement. The Lead Partner assumes sole responsibility for the entire project vis-à-vis the Managing Authority.</p> <p>4.2 The Lead Partner shall appoint a Project Manager who has operational responsibility for the implementation of the overall project;</p> <p>4.3 The Lead Partner will ensure timely commencement of the project and implementation of the entire project within the time schedule in compliance with all obligations to the Managing Authority. The Lead Partner shall notify the Managing Authority of any factors that may adversely affect implementation of the project activities and/or financial plan;</p> <p>4.4 Reception of payments from the Managing Authority and the management of the EU funds, in particular their timely onward transfer to the project partners; review of the appropriate spending of the EU funds</p>	<p><i>The Lead Partner has a key role to play and this role should be clearly defined - both in relation to the Managing Authority and other partners.</i></p> <p><i>The definition of the Lead Partner's role should, as a minimum, cover: overall management of the project; financial management; the preparation and implementation of the project work plan and defining of partner roles and responsibilities; and reporting requirements and procedures.</i></p> <p><i>There is a considerable variation in the way these issues are dealt with in existing Partnership Agreements. The suggested text combines good examples from several Partnership Agreements.</i></p>

<p>by the project partners; and consolidation of the project-related individual accounting records of the project partners and preparation of all required documents and records for the final audit (with assistance of the project partners);</p> <p>4.5 Preparation of a work plan setting out the tasks to be undertaken as part of the project and the role of project partners in their implementation, and a project budget <i>[Note: see comments below, Art. 6 Specific Activities]</i>;</p> <p>4.6 Preparation and submission of periodic progress reports, interim reports, final reports, follow-up budget documentation, financial declarations, requests for payment, financial reports and application for budget or contract clause alterations;</p> <p>4.7 Any other tasks agreed with the project partners.</p>	
<p><b>Article 5: Project Partners</b></p> <p>5.1 Project partners are the organisations that are responsible carrying out specific project activities in the manner and scope as indicated in the application form <i>[and the work plan – see comments below, Art. 6 Specific Activities]</i>.</p> <p>5.2 More specifically, the project partners will be responsible for:</p> <ol style="list-style-type: none"> <li>1) Expeditiously carry out the specific activities set out in the project work plan or otherwise agreed;</li> <li>2) Providing all information and data to the Lead Partner that are required by the latter to coordinate and monitor the implementation of the project and for reporting purposes;</li> <li>3) Submitting confirmations by independent chartered accountants (or equivalent) on the eligibility of their expenditure;</li> <li>4) Notifying the Lead Partner of any factors that may adversely affect implementation of the project in accordance with the work plan.</li> </ol> <p>5.3 Project partners agree to take all necessary steps enabling the Lead Partner to comply with its responsibilities as set out in the Subsidy Contract .</p>	<p><i>The role of project partners should be defined in a way that is consistent with the application.</i></p> <p><i>Given that territorial cooperation projects can involve a considerable number of partners, the author suggests that the Partnership Agreement should be limited to a general description of their roles. Reference can be made to the application form and/or a work plan for a more detailed description of tasks.</i></p> <p><i>Article 5.2 - it is important that all partners are familiar with the Subsidy Contract and the approved application (budget and action plan) which is signed by the Lead Partner on behalf of the whole partnership.</i></p> <p><i>The suggested text combines good examples from several Partnership Agreements.</i></p>
<p><b>Article 6: Specific Activities</b></p> <p>6.1 The main tasks of <i>[name of the Lead Partner]</i>, referred to as the 'Lead Partner', are summarised as follows: <i>[title or number of each action].</i></p> <p>6.2 The main tasks of <i>[name of the Project Partners]</i>, referred to as Partner 1, 2, 3, etc, are summarised as follows: <i>[title or number of each action].</i></p> <p>6.3 The work plan setting out a detailed description of key</p>	<p><i>We suggest that the roles of the Lead Partner and other partners for specific project-related tasks should be defined in a separate project work plan appended to the Partnership Agreement.</i></p> <p><i>One alternative – shown here – is to summarise the tasks in the Partnership Agreement itself. This may be appropriate if the tasks are relatively</i></p>

<p>tasks, targets, timescales and the budget for each of the actions undertaken by the Lead Partner and the project partners shall be appended to the present Partnership Agreement.</p> <p><i>[Note: see comments regarding alternatives to using a work plan].</i></p>	<p><i>straightforward.</i></p> <p><i>Another possibility is to simply require partners to adhere to the timetable, actions and outputs detailed in the original application form.</i></p>
<p><b>Article 7: Organisational Structure of the Partnership</b></p> <p>7.1 For the successful management of the partnership and completion of the programme, a 'Project Steering Committee' will be set up. The Project Steering Committee will be responsible for monitoring the implementation of the project. The Project Steering Committee will chaired by the Lead Partner and report to the Managing Authority. Its members shall include the Lead Partner, project partners and any other organisations or individuals deemed appropriate by the Lead Partner. The Project Steering Committee shall meet on a <i>[define frequency]</i> basis. The Managing Authority shall also be invited to attend meetings.</p> <p>7.2 The Project Steering Committee will have the authority to delegate specific tasks or responsibilities to such sub committees as it shall deem appropriate to establish. These tasks may include responsibility for financial control, the monitoring of project activities and evaluation of the outcomes, and such other tasks as considered appropriate by the Steering Committee.</p> <p><i>[Specify the detailed composition of the Project Steering Committee and any Sub Committees, their role and assignments, and the decision making process].</i></p>	<p><i>There are a number of different models for the organisational structure of a project partnership.</i></p> <p><i>However, as a minimum, there should be a steering group and the Partnership Agreement should define its role, membership and frequency of meetings (sometimes defined as at least one meeting a year during the life of the project).</i></p> <p><i>The key benefit of establishing a steering group is to provide a structure for monitoring implementation of the project.</i></p> <p><i>The author suggests that provision is made for sub-committees or working groups in the Partnership Agreement.</i></p>
<p><b>Article 8: Co-operation with Third Parties</b></p> <p>8.1 In case of cooperation with third parties including subcontractors, the project partner concerned shall remain solely responsible to the Lead Partner concerning compliance with its obligations as set out in this Partnership Agreement. The Lead Partner shall be informed by the project partner about the subject and party of any contract concluded with a third party.</p> <p>8.2 No project partner shall have the right to transfer its rights and obligations under this Partnership Agreement without the prior consent of the other project participants and the responsible programme implementing bodies.</p> <p>8.3 Co-operation with third parties including subcontractors shall be undertaken in accordance with procedures set out in EU public procurement directives.</p>	<p><i>Most territorial cooperation projects will involve the sub-contracting of some tasks to third parties (e.g. consultants) and the Partnership Agreement should include a clause on this.</i></p> <p><i>The key point that this clause formalises is that ultimate responsibility remains with the partnership.</i></p>
<p><b>Article 9: Project Budget and Eligible Expenditure</b></p> <p>9.1 The Lead Partner is responsible for preparing a project budget setting out an estimate of eligible expenditure</p>	<p><i>Existing Partnership Agreements vary in the way they deal with financial provisions – some</i></p>

<p>and funding (ERDF and partner contributions by way of match-funding or co-financing). The budget shall be denominated in euros.</p> <p>9.2 The eligibility of expenditure will be determined on the basis of Commission Regulations and national laws. Eligible expenditure can be [see comment regarding level of detail]:</p> <ol style="list-style-type: none"> <li>1) Directly related to the subject matter of the project and mentioned therein;</li> <li>2) Necessary for the implementation of the project as long as they are reasonable and consistent with the principles of operational efficiency and economy;</li> <li>3) Actually incurred and are identifiable and verifiable in the accounting and taxation records of the project partner.</li> </ol> <p>9.2 Eligible expenditure may include the salaries plus social security charges and other remuneration-related costs of staff assigned to the project; travel and subsistence costs for staff involved in the project's implementation; purchase costs for equipment (new or used) provided that these correspond to normal market costs; costs of consumables and supplies; expenditure on subcontracting; and costs deriving directly from the requirements of the Subsidy Contract (e.g. evaluation activities, dissemination of information).</p> <p>9.3 The ERDF financial contributions shall be paid into 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 certified expenditure incurred for project actions effectively carried out.</p> <p>9.4 The Lead Partner shall quantify common managements cost and project partners agree that these shall be met by the partnership as a whole.</p> <p><i>[Provisional annual budgets for each of the partners and for each activity to be attached together with a global provisional budget for the whole project, specifying the ERDF funding rate to be appended to the Partnership Agreement]</i></p>	<p><i>contain only very general references whilst others include quite detailed clauses.</i></p> <p><i>In the author's view, the Partnership Agreement should be limited to providing a basic description of eligible expenditure and/or simply by reference to the definition of eligible expenditure in Commission regulations and guidelines.</i></p> <p><i>The suggested text shown here, which combines good examples from several Partnership Agreements, goes beyond this and could be used if a more detailed description in the Partnership Agreement itself is considered desirable.</i></p> <p><i>If this approach is not adopted, the author recommends that this clause in the Partnership Agreement is supported by a detailed project budget that is appended to the document along with the work plan [see Appendix A].</i></p>
<p><b>Article 10: Monitoring, Evaluation and Reporting</b></p> <p>10.1 The Lead Partner has overall responsibility for monitoring the actions undertaken by the project partners on an on-going basis. Monitoring, evaluation and reporting requirements should be appropriate given the nature and scale of the project and shall be decided by the Lead Partner in consultation with the Managing Authority.</p> <p>10.2 As a minimum, however, the Lead Partner is responsible for submitting an interim report to the Managing Authority mid way through the project and a</p>	<p><i>Few existing Partnership Agreements contain clauses on monitoring and evaluation – a shortcoming which should be rectified.</i></p> <p><i>Most existing Partnership Agreements include clauses relating to reporting requirements but these do not usually go beyond simply saying that the Lead Partner is responsible for</i></p>



<p>final report shortly after the project comes to an end and before the final payment is received. These reports should provide details of the activities undertaken as part of the project, the progress/outcomes achieved against targets, expenditure incurred, an explanation for any variances against the work plan's targets for physical outputs and budget, and proposed corrective actions, and any other information deemed relevant.</p> <p>10.3 Each project partner is obliged to supply the Lead Partner with all information that the latter deems necessary for the preparation of reports of any kind to the Steering Committee or the Managing Authority, payment requests and other specific documentation, as are requested by the Steering Committee or the Managing Authority.</p>	<p><i>submitting various documents to the Managing Authority.</i></p> <p><i>In our view, it is desirable that the reporting obligations of both the Lead Partner and other partners are defined in the Partnership Agreement. Otherwise it could be difficult for the Lead Partner to fulfil its obligations to the Managing Authority.</i></p>
<p><b>Article 11: Financial Control and Audits</b></p> <p>11.1 For audit purposes, the Lead Partner and the project partners shall:</p> <ol style="list-style-type: none"> <li>1) Agree to carry out audits as specified in the Grant Offer Letter [assuming this defines the requirements];</li> <li>2) Retain all files, documents and data concerning the project at least for 10 years following the final payment, either in original or as certified copies,</li> <li>3) Make all the necessary arrangements to ensure that any audits, notified by the duly authorised regional, national and Community authorities, can be carried out,</li> <li>4) Give the auditing authorities any information about the project they request and give them access to the accounting books, supporting documents and other documentation related to the project.</li> </ol> <p>11.2 The information concerning the reality and validity of actions and expenses eligible for ERDF funding provided by each project partner shall engage only his own responsibility.</p>	<p><i>This is a standard clause in Partnership Agreements.</i></p> <p><i>The suggested text combines good examples from several sources. In existing Partnership Agreements there are some variations but these are not fundamentally different to the suggested text.</i></p> <p><i>For example, the length of time that project documents have to be preserved varies in some existing Partnership Agreements.</i></p>
<p><b>Article 12: Communication and Publicity</b></p> <p>12.1 The project partners shall implement the communication and publicity measures in accordance with the project application and Commission Regulations on information and publicity measures to be carried out by the Member States concerning assistance from the Structural Funds. They shall play an active role in any actions organised to disseminate the results of the project. Any public relations measure shall be co-ordinated by the Lead Partner.</p> <p>12.2 Each project partner shall point out in the framework of any public relations measures that the project was implemented through financial assistance from funds of</p>	<p><i>Although this is not a standard clause in existing Partnership Agreements, the author recommends that it should be included. It will help ensure that the publicity is organised in a consistent manner.</i></p> <p><i>The suggested text combines good examples from several sources.</i></p>

the present Operational Programme.	
<p><b>Article 13: Dissemination of Project Outcomes</b></p> <p>The Lead Partner and the other project partners shall take note of the fact that the results of the project may be made available to the public and they agree that the results of the project shall be available for all interested parties. They furthermore commit to playing an active role in any actions organised to capitalise on, disseminate and valorise the results of the project.</p>	<p><i>Although this is not a standard clause in existing Partnership Agreements, the author recommends that it should be included.</i></p> <p><i>The suggested text combines good examples from several sources.</i></p>
<p><b>Article 14: Intellectual Property Rights</b></p> <p>The Lead Partner and the project partners shall ensure that all products developed within the framework of the project are, subject to the provisions of national laws regarding intellectual property, kept free of all rights. They explicitly commit to giving up all patrimonial rights on teaching material, methodologies and other products of any nature resulting from the project.</p>	<p><i>Likewise, this is not a standard clause but the author recommends that it should be included. The suggested text combines good examples from several sources. They may be some exemptions, e.g. products supported by other EU funding (e.g. R&amp;D).</i></p>
<p><b>Article 15: Confidentiality Requirements</b></p> <p>The project partners agree that any information that they obtain during the execution of this Partnership Agreement or exchange with the Steering Committee are confidential, provided that one project partner or the Steering Committee explicitly requests such. The same applies, without the express request of one of the project partner, to all documentation classified as "confidential".</p>	<p><i>Again, this is not a standard clause but the author recommends that it should be included. The suggested text combines good examples from several sources.</i></p>
<p><b>Article 16: Modifications, withdrawals and disputes</b></p> <p>16.1 Any modification to the present Partnership Agreement shall form the subject of a rider to this contract, which shall be submitted for the approval of the project partners as represented in the Steering Committee.</p> <p>16.2 The Lead Partner and the project partners agree not to withdraw from the project unless there are unavoidable reasons for it. If this were nonetheless to happen the Lead Partner and the project partners shall endeavour to cover the contribution of the withdrawing project partner, either by assuming their tasks or by asking one or more new partners to join the partnership.</p> <p>16.3 In case of any disputes among themselves, the project partners are obliged to work towards an amicable settlement. Disputes will be referred to the Steering Group. If efforts to achieve an amicable settlement should fail, the project partners are obliged to seek an out-of-court arbitration procedure <i>[specify the nature of this procedure see notes]</i>.</p> <p>16.4 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</p>	<p><i>Most existing Partnership Agreements include a clause setting out procedures for changes to the membership of the partnership.</i></p> <p><i>Similarly, most Partnership Agreements specify procedures for settling disputes between partners. However, there is a considerable variation in the nature of the procedures. In particular, it is not always clear where ultimate recourse lies.</i></p> <p><i>The suggested text combines good examples from several Partnership Agreements and the specific suggestion that if disputes cannot be settled by the partners themselves, the dispute should be settled through recourse to the jurisdiction of the country where the Lead Partner is domiciled. An earlier draft of the template suggesting that</i></p>

<p>Partnership Agreement itself and this arbitration clause, will be finally decided in accordance with the jurisdiction of the country where the Lead Partner is located.</p>	<p><i>Managing Authority should arbitrate was not considered appropriate by several partners who provided feedback</i></p>
<p><b>Article 17: Non-execution of obligations and reimbursement</b></p> <p>In the event of total or partial incompleteness of the obligations of any of the project partners or in the event of 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 the month following notification.</p>	<p><i>This is a standard clause in Partnership Agreements.</i></p> <p><i>The suggested text combines good examples from several sources.</i></p>
<p><b>Article 18: Working Language</b></p> <p>The working language of this Partnership shall be <i>[language of the Subsidy Contract]</i>. In case of the translation of this document into another language, the <i>[language of the Subsidy Contract]</i> version shall be the binding one.</p>	<p><i>This is a standard clause in Partnership Agreements. The suggestion that the same language is used as in the Subsidy Contract is taken from an existing model of Agreement.</i></p>
<p><b>Article 19: Legislation and Force Majeure</b></p> <p>19.1 This Partnership Agreement is governed by [country of Lead Partner] Law, being the law of the country of the Lead Partner.</p> <p>19.2 No party shall be held liable for not complying with obligations ensuing from this Partnership Agreement should the non-compliance be caused by force majeure.</p>	<p><i>These clauses do not appear in some Partnership Agreements but it is prudent to include them.</i></p>
<p><b>Article 20: Concluding Provisions</b></p> <p>This present 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 Steering Committee shall be effective as alterations of this present Partnership Agreement, also without adherence to this formal requirement.</p>	<p><i>This is a standard clause in Partnership Agreements.</i></p>
<p>Written in <i>[specify the town]</i> in <i>[specify number]</i> original copies, on <i>[specify date]</i></p> <p>[Name of Lead Partner] [Name and title of legal representative] [Signature]</p> <p>[Name of Project Partners] [Name and title of legal representatives] [Signatures]</p>	

Annexes	
a)	Project Work Plan
b)	Project Budget
c)	Application form and financial annexes
d)	Grant offer letter/Subsidy Contract



# Appendices

Below are examples of appendices to the Partnership Agreement that set out templates for (1) the project work plan and (2) project budget. In both cases, the attachments to the Partnership Agreement provide high level summaries and it is assumed that more detailed plans will be prepared by individual partners and/or set out in the application form and financial annex.

## Appendix A: Project work plan

Project timetable									
Tasks	Months								
	1	2	3	4	5	6	7	8	9
<u>Phase 1</u>									
Task 1.1	xxxxxx								
Task 1.2		xxxxxx							
Task 1.3			xxxxxx						
<u>Phase 2</u>									
Task 2.1				xxxxxx					
Task 2.2					xxxxxx				
Task 2.3						xxxxxx			
<u>Phase 3</u>									
Task 3.1							xxxxxx		
Task 3.2								xxxxxx	
Task 3.3									xxxxxx

Resource allocation								
Days	Partners							Total
	1	2	3	4	5	6	7	
<u>Phase 1</u>								
Task 1.1	1	1	1	1	1	1	1	7
Task 1.2	2	2	2	2	2	2	2	14
Task 1.3	3	3	3	3	3	3	3	21
P1 - sub total	6	6	6	6	6	6	6	42
<u>Phase 2</u>								
Task 2.1	1	1	1	1	1	1	1	7
Task 2.2	2	2	2	2	2	2	2	14
Task 2.3	3	3	3	3	3	3	3	21
P2 - sub total	6	6	6	6	6	6	6	42
<u>Phase 3</u>								
Task 3.1	1	1	1	1	1	1	1	7
Task 3.2	2	2	2	2	2	2	2	14
Task 3.3	3	3	3	3	3	3	3	21
P3 - sub total	6	6	6	6	6	6	6	42
<b>Grand total</b>	<b>18</b>	<b>18</b>	<b>18</b>	<b>18</b>	<b>18</b>	<b>18</b>	<b>18</b>	<b>126</b>

## Appendix B: project budget (summary of eligible costs)

Budget								
Budget (euro)	Partners							Total
	1	2	3	4	5	6	7	
<u>Phase 1</u>								
Task 1.1	500	500	500	500	500	500	500	3,500
Task 1.2	1,000	1,000	1,000	1,000	1,000	1,000	1,000	7,000
Task 1.3	1,500	1,500	1,500	1,500	1,500	1,500	1,500	10,500
P1 - sub total	3,000	3,000	3,000	3,000	3,000	3,000	3,000	21,000
<u>Phase 2</u>								
Task 2.1	500	500	500	500	500	500	500	3,500
Task 2.2	1,000	1,000	1,000	1,000	1,000	1,000	1,000	7,000
Task 2.3	1,500	1,500	1,500	1,500	1,500	1,500	1,500	10,500
P2 - sub total	3,000	3,000	3,000	3,000	3,000	3,000	3,000	21,000
<u>Phase 3</u>								
Task 3.1	500	500	500	500	500	500	500	3,500
Task 3.2	1,000	1,000	1,000	1,000	1,000	1,000	1,000	7,000
Task 3.3	1,500	1,500	1,500	1,500	1,500	1,500	1,500	10,500
P3 - sub total	3,000	3,000	3,000	3,000	3,000	3,000	3,000	21,000
Grand total	9,000	9,000	9,000	9,000	9,000	9,000	9,000	63,000

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