

INTERREG V A Italy – Croatia CBC Programme

Strategic Calls for proposals

PARTNERSHIP AGREEMENT

Project ID: [_____]

Project acronym: [_____]

Project title: [_____]

Version n. of 17th September 2019

Note

This document serves as model for the Partnership Agreement to be established between the Lead Partner and all partners in compliance with Article 13(2) of Regulation (EU) No 1299/2013 and as further explained in chapter Factsheet n. 6 "Project Implementation" (hereinafter referred to as Factsheet n. 6). This document states the so called "LP Principle" for the operational management and coordination of the project and provides all minimum compulsory requirements that the signed Partnership Agreement must hold. Additional elements may be included by the partnership in order to tailor the Agreement to their specific needs. Additional provisions included in the final Partnership Agreement must in any case be in line with the Programme objectives and the legal framework mentioned in the Subsidy Contract.

It is strongly advised to check whether the terms and clauses – especially those dealing with company law, property law, disputes between partners and compensation for damages – are correct and consistent with the applicable law. The Managing Authority cannot under any circumstances or for any other reason whatsoever be held liable for damage or injury sustained by the application of this document. The Managing Authority therefore cannot accept any claim for compensation or increases in payment in connection with such damage or injury.

Glossary

AA	-	Audit Authority
AF	-	Application Form
AfR	-	Application for Reimbursement
EC	-	European Commission
ERDF	-	European Regional Development Fund
EU	-	European Union
FDR	-	Fondo di Rotazione (Italian Rotation Fund)
FLC	-	First Level Control
JS	-	Joint Secretariat
LP	-	Lead Partner
MA	-	Managing Authority
MC	-	Monitoring Committee
PP	-	Project Partner
SC	-	Subsidy Contract

Index of articles

- Article 1 - Definitions
- Article 2 - Language
- Article 3 - Subject of the Agreement
- Article 4 - Terms of funding
- Article 5 - Advanced payment and financial guarantee
- Article 6 - Duration of the project
- Article 7 - Obligations of the Lead Partner
- Article 8 - Obligations of the Project Partners
- Article 9 - Non-fulfilment of obligations
- Article 10 - Liability
- Article 11 - Financial controls, Audits
- Article 12 - Reporting and Application for Reimbursement
- Article 13 - Withdrawal or recovery of unduly paid-out funds, de-commitment of funds
- Article 14 - Publicity, communication and branding
- Article 15 - Project changes
- Article 16- Revenues
- Article 17 - Ownership – Use of outputs
- Article 18 - Archiving of project document
- Article 19 - Assignment, legal succession

Article 20 - Disputes between partners and complaints

Article 21 - Force majeure

Article 22 - Concluding provisions

Article 23 - Entry into force

Article 24 - Binding documents

Partnership Agreement

for the implementation of the Strategic project [project title]

_____, acronym _____ and
Project ID _____]

within the

Interreg V A Italy Croatia Cross-border Cooperation Programme 2014-2020

Having regard to:

- the legal framework as in Art. 1 of the Subsidy Contract (hereinafter referred to as SC) signed between the Managing Authority (hereinafter referred to as MA) and [_____] acting as Lead Partner of the project [project title _____, acronym _____, and Project ID _____] and in particular Article 13(2) of Regulation (EU) No 1299/2013
- Articles 3 (1) and 9 of the SC signed between the MA and the aforementioned LP on [_____];

the following Agreement shall be made between:

[Name and address] _____, (Lead Partner)

represented by _____

and

[Name and address] _____, (Partner 1)

represented by [_____]

[Name and address] _____ (Partner 2)

represented by [XXX] _____

[Name and address], _____ (Partner 3)

represented by [XXX] _____

[Name and address], _____ (Partner 4)

represented by [XXX]; _____

[Name and address], _____ (Partner 5)

represented by [XXX] _____

for the implementation of the Interreg V-A Italy-Croatia CBC Strategic project [project title _____, acronym _____ and Project ID _____], approved by the Monitoring Committee (hereinafter referred to as MC) of the Interreg V-A Italy - Croatia CBC Programme 2014-2020 (hereinafter referred to as the Programme) on date [_____] in place [_____].

Art. 1

Definitions

1. For the purposes of this Partnership Agreement (hereinafter referred to as “the Agreement”) the following definitions apply:
 - a. Project Partner (hereinafter referred to as “PP”): any institution financially participating in the project and contributing to its implementation, as identified in the approved Application Form

(hereinafter referred to as AF). It corresponds to the term “beneficiary” used in the European Structural and Investment Funds Regulations (hereinafter referred to as ESIF).

- b. Lead Partner (hereinafter referred to as “LP”): the Project Partner who takes the overall responsibility for the submission and the implementation of the entire project according to Article 13 (2) of Regulation (EU) No 1299/2013. It corresponds to the term “lead beneficiary” used in the ESIF Regulations.

Art. 2

Language

1. The working language of this Agreement shall be English. Any official internal document of the project and all communication between the LP and the PPs shall in principle be made available in English, being the official language of the Programme.
2. The present Agreement is concluded in English. In case of translation of the present Agreement into another language, the English version shall be the binding one.

Art. 3

Subject of the Agreement

1. This Agreement lays down the arrangements regulating the relations between the LP and all PPs in order to ensure a sound implementation of the Strategic project [title of the project, acronym, Project ID] _____ as in the latest version of the approved AF as well as in compliance with the conditions for support set out in the ESIF Regulations, delegated and implementing acts, the Italy Croatia CBC Programme rules based thereon and the SC signed between the MA and the LP. In case of changes in the SC that affect this Agreement, this document shall be adjusted accordingly.
2. The LP and all PPs commit themselves in jointly implementing the project with the aim to reach the objectives, to produce qualitative outputs and to achieve the results set in the AF.

3. All PPs entitle the LP to represent themselves in the project. They commit themselves to undertake all steps necessary to support the LP in fulfilling its obligations as specified in the SC signed with the MA.
4. The present 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.

Art. 4

Terms of funding

1. The present document, drawn up in the form of a legally binding private agreement, establishes the funding conditions for all the final beneficiaries, partners of the Strategic Project [title of the project, acronym, Project ID].
2. In accordance with Art. 132 of CPR, it does provide the obligations by the Italian LP to assign and transfer to the PPs the ERFD funding as well as the FDR when the PPs are Italian and have the status of public bodies or of bodies governed by public law. In case of Croatian LP the FDR is transferred directly by the MA to the concerned Italian PPs, according to the provisions of Factsheet n. 6 “Project Implementation”.
3. The grant, as specified below, is awarded exclusively for the implementation of the project activities as described in the latest version of the AF in accordance with the conditions set out by the MC.
4. The final ERDF contribution awarded by the Programme consists of the 85% of the total eligible costs reported and certified by each PP and certified by its respective FLC.

Project partner name and number	Maximum ERDF amount of funding awarded	Approved Partners' co-financing	Approved total project budget
PP1 _____	EUR _____	EUR _____	EUR _____
PP2 _____	EUR _____	EUR _____	EUR _____
PP3 _____	EUR _____	EUR _____	EUR _____
PP4 _____	EUR _____	EUR _____	EUR _____
PP5 _____	EUR _____	EUR _____	EUR _____

5. The LP will be responsible for transferring the due contribution to the PPs as regulated by the present Agreement.
6. Disbursement of the subsidy is subject to the condition that the European Commission and the Italian National Authority make the funds available to the extent described above and that all applicable EU and national rules are observed by the partnership. In case of non-availability of funds the MA cannot be deemed responsible for late or missing payments.
7. All the provisions of the Article 4 of the SC shall apply by analogy.

Art. 5

Advance payment and financial guarantee

1. In compliance with the articles 81 par. 2 and 132 of the CPR and subject to the availability of funds by the Programme, an advanced payment from the ERDF , as well as from the FDR when the LP/PPs is an Italian public body or body governed by public law, for an amount of 10 per cent of the overall due contribution can be requested to the MA from the LP on behalf of all the interested PPs. Requests for advance payments can be sent to the MA by the LP only after the MA receives the SC accompanied by the present Agreement duly signed.
2. In order to limit the financial risks linked to unrecovered amounts, the LP shall require to its private PPs to provide an adequate financial guarantee to cover their respective share of the advance payment, as regulated in the appropriate sections of Factsheet n. 6. The financial guarantees shall be collected from each private PP by the LP and sent to the MA. No financial guarantee shall be required to any public or governed by public law PPs.
3. The advance payment will be deducted during the implementation period of the Contract as regulated in the appropriate sections of Factsheet n. 6 “Project Implementation”.

Art. 6

Duration of the project

1. According to the AF, the Project has a duration of [] months and the project activities have to be carried out and finalized within the project implementation period consisting of the following schedule:

- start date: _____

- end date: _____

therefore, the project expenditure has to be incurred within this period.

2. The preparatory phase for the elaboration of the project proposal and the time needed for project administrative and financial closure shall be separately considered.
3. Administrative duties of the LP and PPs related to the closure of the project shall take place over a period of three months after the project end date.
4. With the only exception for the preparatory phase for the elaboration of the project proposal, the project activities should not be started before the submission of the application. The activities and costs incurred by the project are eligible starting from the date indicated as above. On this basis, partners may decide at their own risk to start the implementation of the project even before the MC decision for funding.
5. The extension of the project duration is not admitted except for duly justified and extraordinary cases, following the procedure as laid out in Factsheet n. 6 “Project Implementation”.

Art. 7

Obligations of the Lead Partner

1. The LP represents the partnership and acts as the only direct contact between the project and the MA/JS. The LP shall assume the sole responsibility towards the MA for the implementation, management and coordination of the entire project and fulfil all obligations arising from the SC signed between the MA and the LP. So far as not specified in the SC, the Factsheet n. 6 provisions applies.
2. In particular the LP shall:
 - a) Guarantee that the project implementation complies with the legal framework according to Art. 1 of the SC and with all the relevant legal and other requirements under the law which applies to the LP and to its PPs and their activities and that all necessary documentation (e.g. building permissions, environmental impact assessment statements) have been obtained;

- b) Provide the PPs with all information and documents needed for a sound and legally correct project implementation including requirements related to communication and publicity;
- c) Provide data for the Programme electronic management and monitoring system in compliance with the SC and according to the MA and JS instructions
- d) Lay down the present Agreement to be signed by all PPs and sent it to the MA as attachment to the first progress report or together with the advanced payment request, if applicable;
- e) Ensure that its expenditure and that of the PPs has been paid for the purpose of implementing the project activities as defined in the approved AF;
- f) Ensure that the expenditure incurred by all PPs has been verified by the controllers according to the specificities of the national First Level Control;
- g) Meet the reporting requirements and collect documents and information from the PPs in order to submit the progress reports and the AfR;
- h) Maintain a separate accounting system for the project implementation purpose, ensuring the identification of each financial operation within the project;
- i) Transfer the due amounts to the PPs correctly and within [] days after receiving the reimbursement from the MA on behalf of the entire partnership;
- j) Inform the MA immediately if project costs are reduced in a way that has an impact on the approved AF, or one of the disbursement conditions ceases to be fulfilled, or any circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy wholly or in part;
- k) Guarantee the reimbursement to the MA of amounts unduly paid upon receiving a recovery order following the detection of an irregularity on behalf of the affected PPs (the LP is entitled to ask repayment from its PPs as stipulated in Article 27 (2) of Regulation (EU) No 1299/2013);
- l) Ensure to take all the necessary measures in order to avoid that the SC is terminated by the MA and thus to avoid that the partnership is asked to repay the subsidy according to Art. 22 of the SC.

- m) Ensure that all project documentation is kept available for a period of four years following the project closure or otherwise required by the specific legislation (e.g. State Aid). The time period referred to shall be interrupted either in the case of legal proceedings or by a duly justified request from the European Commission;
- n) Undertake together with all PPs, in accordance with Articles 56 and 57 of Regulation (EU) 1303/2013, to provide JS/MA, experts or bodies authorized by the Interreg V A Italy-Croatia Programme carrying out project evaluations and/or studies with any document or information requested. Information might be provided by the LP and PPs also through surveys and/or interviews.

Art. 8

Obligations of the Project Partners

1. Each PP shall comply with the relevant European Union's and national legislation as set out in Art. 1 of the SC.
2. The PPs shall guarantee that the project activities under their responsibility will be implemented according to the rules and procedures as set in the Factsheet n. 6. In particular the PPs shall ensure:
 - a) the project activities will be developed in compliance with rules concerning equal opportunities, environmental protection, financial management, public procurement and State aid;
 - b) the monitoring of the project operational and financial progress, the recording and storing of documents, the implementation of information and publicity measures;
 - c) that in case part of the project activities will be state aid relevant under the de minimis regime all necessary requirements provided for in Regulation (EU) n. 1407/2013 as well as all applicable decision and ruling in the field of State aid as reported in the Art. 1 of the SC, are respected by the PP concerned and also, when necessary, by those bodies benefitting of project activities/outputs, accordingly to the provisions of the Art. 10 of the Subsidy Contract;

- d) that Programme requirements on eligibility of expenditure, as provided for in the Factsheet n. 6 are strictly respected in line with Art. 8 of the SC;
 - e) that at least basic information about the project (aims, partners, amount of funding and its source, description of activities) is available during project implementation phase and once the project is concluded, according to the provisions of the Factsheet n. 8 “Project Communication”, and that the JS/MA are entitled to use and publish this data in whatever form, including internet;
 - f) that the JS/MA shall be authorized also to use and share PPs personal data which are contained in the approved AF with the competent Programme National and/or European bodies in charge for project evaluation, monitoring and audit activities (including anti-fraud policy);
 - g) to set up a physical and/or electronic archive which allows storing data, records and documents composing the audit trail. The PP commits itself to promptly inform the LP on any change of location;
 - h) to give access to the relevant authorities (MA/JS, Audit Authority, Commission Services and national and EU controlling institutions) to its business premises for the necessary controls and audits, as further ruled in Art. 11 of this Agreement;
 - i) that all necessary approvals (e.g. building permissions, environmental impact assessment statements) have been obtained.
3. Each PP shall ensure that its part of activities to be implemented in the approved project is not fully or partly financed by other EU Programmes and that the following project and financial management conditions are fulfilled:
- a) to timely start as well as to implement the part(s) of the project for which it is responsible in due time and in compliance with the approved AF ensuring, in quantitative and qualitative terms, the delivery of its planned project activities, outputs and results;
 - b) that in case one or more output and result targets, as set in the latest approved version of the AF are not successfully reached, adequate corrective measures are put in place to ensure the

- project performance as well as to minimise the impact at programme level (e.g. adaptation of the project to the changed situation) following the procedures specified in the Factsheet n. 6;
- c) to appoint a project coordinator with the authority to represent the partner in the project, in particular within the Steering Committee that is the decision-making body of the project so that to ensure a sound project management;
 - d) to immediately notify the LP of any event that could lead to a temporary or permanent discontinuation or any other deviation of the part(s) of the approved project for which the PP is responsible;
 - e) to provide LP with complete and accurate information needed to draw up and submit progress and final reports and, where possible, the main outputs and deliverables obtained in line with the approved AF.;
 - f) that expenditure reported to the LP has been incurred for the purpose of implementing the project activities as set out in the latest approved version of the AF;
 - g) to immediately inform the LP if costs are reduced or any of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy wholly or in part;
 - h) to install a separate accounting system for the settlement of the project and safeguard that the eligible costs as well as the received subsidies can be clearly identified.
4. In the circumstance that any of the PPs is in the situation of undertaking in difficulty, within the meaning of point 24 (in conjunction with point 20) of the “Guidelines on State aid for rescuing and restructuring non-financial undertakings in difficulty” (Communication from the Commission No. 2014/C 249/01 of 31.07.2014), the concerned PP is to immediately inform the LP that shall in turn immediately inform the MA/JS.

Art. 9

Non-fulfilment of obligations

1. Each PP is directly and exclusively responsible towards the LP and the other PPs for the due implementation of its part(s) to the project as described in the approved AF as well as for the proper fulfilment of its obligations as set out in this Agreement. Should a PP not fulfil its obligations under this Agreement in due time, the LP shall admonish the PP to fulfil such obligations within reasonable deadlines set by the LP. The LP shall make any effort in resolving the difficulties, including seeking the assistance of the MA/JS. Should the non-fulfilment continue, the LP may decide to exclude the PP concerned from the project prior approval of the other PPs. The MA and JS shall be immediately informed of such an intended decision.
2. The excluded PP is obliged to refund to the LP any Programme funds received for which it cannot prove that, on the day of exclusion, ERDF received for the project was used for activities carried out, and deliverables/outputs obtained, for the benefit of the project and that such activities and deliverables/outputs can be used for the further implementation of the project. The excluded PP is liable to compensate any damage to the LP and the remaining PPs due to its exclusion.
3. The LP and all PPs 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.
4. In case of non-fulfilment of PP obligations having financial consequences for the funding of the project as a whole, the LP may demand compensation from the responsible PP to cover the sum involved.

Art. 10

Liability

1. According to Art. 9 of the SC, the LP bears the overall financial and legal responsibility for the project and for the PPs towards the MA and third parties.
2. Within the partnership, each party to this Agreement shall be liable to the other parties and shall indemnify and hold harmless such other party for and against any liabilities, damages and costs resulting from the non-compliance of its duties and obligations as set forth in this Agreement or of other legal norms. Eventual repayment of undue funds by the PPs to the LP, for which the LP is liable towards the MA is ruled in Art. 13 of the present Agreement.
3. The LP shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the project is being carried out as stipulated in Art. 9 of the SC. The LP is entitled to subrogate against the PP that caused the damage. The PP causing damage shall be liable to the LP therefore.
4. The parties to this Agreement accept that the MA cannot be under any circumstances or for any reason whatsoever held liable for damage or injury sustained by the staff or property of the LP or any PP while the project is being carried out. No claims can be accepted by the MA for compensation or increases in payment in connection with such damage or injury.
5. No party shall be held liable for not complying with obligations ensuing from this Agreement in case of force majeure as described in Art. 21 of this Agreement.

Art. 11

Financial controls, audits

1. The European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) and, within their responsibility, the auditing bodies of the participating Member States or other national public auditing bodies as well as the Programme AA, the MA or CA are entitled to audit the proper use of funds by the LP or by its PPs or to arrange for such an audit

to be carried out by authorised persons. The LP and PPs will be notified in due time about any audit to be carried out on their expenditure. The procedures for these controls are described in the Factsheet n. 6.

2. The LP and all the PPs will keep all documents and data required for controls and audits safely and orderly, will produce all documents required for the above controls and audit, provide necessary information and give access to their premises, to their accounting books, to supporting documents and to all other documentation related to the project, in order to ensure that any audit, notified by a duly authorised institution can be carried out.
3. Each PP shall promptly inform the LP about any audits that have been carried out by the bodies mentioned in the par. 1 of this Article. If, as a result of the controls and audits, any expenditure is considered non eligible according to the regulatory framework as in Art. 1 of the SC, the procedure described in Art. 8 and 9 of this Agreement shall apply.

Art. 12

Reporting and Application for Reimbursement

1. Each PP may request payments of the contribution from the ERDF as well as the FDR if due accordingly to Art. 4 of the present Agreement (only to the Italian PPs that have the status of public bodies or bodies governed by public law) by providing proof of progress of its respective part(s) of the project towards the achievement of the outputs and results as set in the approved AF, in compliance with the principle of sound financial management (as determined by the principles of economy, efficiency and effectiveness). The following spending targets, reporting periods and deadlines shall be respected according to the AF and to the Art 12 of the SC: *[the following table shall be adapted to each Project according to the relevant Call and timeline]*.

Reporting period	Timeframe	Deadline for drafting and presentation of the Progress Reports/Final Report	Spending forecast (eligible costs to be reported in the given reporting period)
1
2
3
4
5

2. With the exception of the advance payment, the PP has to present to the LP the six-monthly progress reports within weeks/months from the end of each reporting period, so as to allow the LP to respect the timing as set out at Article 12 (2) of the SC. The progress reports will consist of an activity report and a financial report. The financial part of the report shall comprise the amount indicated in all FLC certificates related to the project expenditure that has been paid within the relevant reporting period. A final progress report is due within months after the project closure date at the latest, unless differently communicated by the MA to the LP. It shall report the last project activities implemented and an added part focused on the main project results and outputs as well as its impact on the cooperation area.
3. Each progress report submitted by the LP via the SIU to the MA, must be accompanied by certificates confirming the eligibility of expenditure included in the report by the LP and the PPs. Certificates of Validated Expenditure (CoVE) must be issued by national controllers as

referred to in Article 23 (4) of Regulation 1299/2013 according to the system set up by each Member State and in compliance with the requirements set by the legal framework listed in Art.1 of the SC. Certificates of Validated Expenditure shall be accompanied by the compulsory elements presented in the Factsheet n. 6 (i.e., the control report and checklist). The LP will pre-check the FLC checks received from the PPs, with regard to plausibility and correct issuing.

4. In order to meet the deadlines mentioned in par. 1 of this Article, each PP commits itself to deliver to the LP the necessary information and documents _____ days working days before those deadline for submitting the concerned progress report.
5. Requests for postponement of the reporting deadline may submit to the LP by the PPs only in exceptional and duly justified cases. They shall be asked by the PPs to the LP at the latest _____ [days/weeks] prior to the due deadline, in order to let the LP able to collect all the received requests in time to comply with its obligations as foreseen in Art. 12 of the SC.
6. In line with Art. 9 and 12 of the SC, the LP shall confirm that the expenditure reported by each PP has been incurred by the PP for the purpose of implementing the project, that it corresponds to the activities laid down in the approved AF and that it has been verified by its national controller.
7. If the LP casts doubts on the project relevance of any expenditure items claimed by a PP, shall clarify the issue with the concerned PP with the aim of finding an agreement on the expenditure to be claimed and the corresponding activities to be reported as project-relevant. In the case that such agreement cannot be found, the procedure as stated in the Factsheet n. 6 will be followed.
8. Payments not requested in time and for their full amount or non in compliance with the payment schedule as indicated in the table at par. 1 or this Article, may not be reimbursed. In case of de-commitment of funds Art. 13 of this Agreement applies.

9. In order to proceed with the analysis of progress and final reports, each PP must provide additional information if the LP or the MA/JS deem that necessary. Additional information requested by the MA/JS are to be collected and sent by the LP within the demanded time frame.
10. Following the approval of the progress report by the MA/JS and the ERDF funds have been transferred to the LP account, the LP shall forward the respective ERDF share to each PP without any delay (see art. 7 par. 2 lett. i) and in full to their bank accounts. Bank accounts shall be whenever possible specific for the project and shall provide for registration in Euro (EUR; €) of total expenses (expenditure) and of the return (income) related to the project. Changes of the account number shall be duly notified to the LP.
11. The LP shall provide all PPs with copies of any report and documentation submitted to the MA/JS and keep the PPs informed about all relevant communication with MA or JS. The MA will pay directly the FDR contribution, where due, to the Italian LPs or PPs, according to Art. 4 of the present Agreement.
12. Details on the contents of the reports on the verification of expenditure, on the reimbursement of funds and on the related procedural rules are laid out in the Factsheet n. 6, the contents of which each PP accepts.

Art. 13

Withdrawal or recovery of unduly paid-out funds, decommitment of funds

1. The MA shall in accordance with the provisions of the Article 13 of the SC and the Factsheet n. 6, demand the repayment of subsidy already transferred to the LP and every PP is obliged to transfer its portion of undue paid out amount to the LP in compliance with Article 27(2) of Regulation (EU) No 1299/2013. The LP shall, without delay, forward the letter by which the MA has asserted the repayment claim and notify every PP of the amount repayable. Alternatively and when possible, the repayment amount will be offset against the next payment of the MA

to the LP or, where applicable, remaining payments can be suspended. The LP shall be entitled to set an internal deadline to the concerned PPs in order to meet the MA requests.

2. In case the PP does not repay the LP the irregular amounts by the deadline specified in the recovery letter, the LP informs the MA without delay. Further provisions of the SC shall apply by analogy.
3. Bank charges incurred by the repayment of amounts due to the MA via the LP shall be borne entirely by the concerned PPs. The amount repayable shall be subject to interest.
4. In case of de-commitment of funds, in compliance with Art. 12 par. 8) of this Agreement, Article 16 of the SC and provisions of the Factsheet n. 6 apply. The PPs herewith agree that the deduction shall be imputed to those PPs that have contributed to the de-commitment of funds unless a different decision is taken by the MC.

Art. 14

Publicity, communication and branding

1. The LP and the PPs shall ensure adequate promotion of the project both towards potential beneficiaries of the project results and towards the general public.
2. Each PP shall ensure that any notice or publication made by the project, including presentations at conferences or seminars, shall point out that the project was implemented through financial assistance of the Italy Croatia CBC Programme – Strategic Call for proposal. All information, communication and branding measures of the project shall be carried out in accordance with the EU rules and regulations, the latest version of the approved AF and the Factsheet n. 8 "Project Communication".
3. All PPs also takes the full responsibility for the content of any notice, publication and marketing product provided to the MA which has been developed by the PPs or third parties on behalf of the PPs. The PPs are liable in case a third party claims compensation for damages (e.g. because of an infringement of intellectual property rights). The PPs will indemnify the LP in case the LP suffers any damage because of the content of the publicity and information material.

4. The LP and each PP authorise the MA and the other Programme authorities to use the outputs of the project in order to guarantee a wide spreading of the project deliverables and outputs and to make them available to the public, and to publish, in any and by any means, the following information:
- a. the name of the LP and its PP(s);
 - b. the purpose of the subsidy;
 - c. the total Project budget (ERDF contribution + National co-financing + other public and private funding + PPs own resources);
 - d. the geographical location of the project;
 - e. summary description of activities carried out included in the Progress Reports and the Final Report.
- The PPs are obliged to inform the LP on possible sensitive/confidential (e.g. business or personnel related) issues that cannot be published in the Programme newsletters and website.
5. Any communication campaign, media appearance or other publicity of the project shall be communicated to the MA/JS for potential website updates or showcases.

Art.15

Project changes

1. Minor changes in budget allocations per budget lines, work packages and partners are allowed as long as the maximum amount of the ERDF contribution funding awarded is not exceeded, if they follow the conditions and procedures as set out in the Factsheet n. 6.
2. With regard specifically to budget changes exceeding the flexibility provisions of par. 1, as well as changes in activities/deliverables/outputs, duration and project partnership changes that are resulting in major changes in the project, they shall be allowed with prior approval from the LP and MC if they comply with the rules stated in the Factsheet n. 6. To this purpose, each PP shall timely inform the LP on any request of project changes in respect to its original commitment. In

case of changes in the partnership, this Agreement shall be amended accordingly and signed by the LP and the PPs, including the new PP if applicable.

3. Amendments and supplements to this Agreement as a consequence of the project changes shall be managed accordingly to the provisions of the Art. 15 of the SC that shall apply by analogy.

Art. 16

Revenues

1. Earnings generated during the project implementation through the sales of products and merchandise, participation fees or any other provisions of services against payment must be deducted from the amount of costs incurred by the project in line with Art 61 of Regulation (EU) N. 1303/2013 and stipulations in the Factsheet n. 6.
2. The LP and each PP are responsible for keeping account and documenting all revenues generated, following project activities, for control purposes.

Art. 17

Ownership – Use of outputs

1. Ownership, title and industrial and intellectual property rights in the results of the project and the reports and other documents relating to it shall, depending on the applicable national law, belong to the LP and/or its PPs.
2. Where several members of the partnership (LP and/or PPs) have jointly carried out work generating outputs and where their respective share of the work cannot be ascertained, they shall have joint ownership on it/them.
3. The ownership of outputs having the character of investments in infrastructure or productive investments realised within the project must remain with the concerned LP and/or PPs according to the timeframe as well as under the conditions set in Article 71 of Regulation (EU) No 1303/2013. Should any of the conditions set by the mentioned Regulation not be met at a

certain point of time, the MA/JS must be immediately informed by the concerned LP or PP. The MA will recover the unduly paid ERDF contribution in proportion to the period for which the requirements have not been fulfilled.

4. Each PP shall respect all applicable rules and the basic principles related to competition law as well as the principles of equal treatment and transparency within the meaning of the funding regulations and it ensures that no undue advantage (i.e. the granting of any advantage that would undermine the basic principles and political objectives of the funding regime) is given to anybody. Outputs and results, especially studies and analyses, produced during project implementation are made available to the general public free of charge and can be used by all interested persons and organizations in the same way and under the same conditions as by the LP or its PPs.
5. The MA reserves the right to use the outputs and results for information and communication actions in respect of the programme. In case there are pre-existing intellectual and industrial property rights which are made available to the project, these are fully respected.
6. Any income generated by the intellectual property rights must be managed in compliance with the applicable EU, national and programme rules on revenues and State aid.

Art. 18

Archiving of project documents

1. The LP/PPs are at all times obliged to retain for audit purposes all official files, documents and data about the project on customary data storage media (in the form of photocopies, microfiches and electronic versions) in a safe and orderly manner for four years after the closure of the project.
2. The LP/PPs are obliged to store the invoices and to keep them clearly traceable in the bookkeeping for the FLC and audit purposes and maintain records of invoices and bodies holding documentation in the audit trail in accordance with Article 140 of CPR Regulation.

3. Where projects are operating under the State Aid scheme, LP/PPs must maintain detailed records with the information and supporting documentation necessary to establish that all the conditions laid down in the Regulation are fulfilled: in this case the documents shall be retained for ten years after the last aid is granted under the scheme.

Art. 19

Assignment, legal succession

1. LP and PPs in exceptional cases and in well-founded circumstances are allowed to assign their duties and rights under this Agreement only after prior written consent of the MA/JS or MC, if applicable in compliance with the procedure specified in the Factsheet n. 6.
2. Where according to national laws the legal personality does not change and where all assets of a PP are taken over so that a deterioration of the financial capacity of the acquiring institution is not to be expected (i.e. in cases of universal succession) prior consent by the programme bodies is not necessary. However, the concerned PP shall submit in due time to the MA/JS via the LP related information together with all documents that are necessary to analyse the legal case. If the MA/JS comes to the conclusion the conditions as stated above are not fulfilled (e.g. in cases of a singular succession), the LP will be informed that a partner change procedure as stated in Art. 15 (2) of this Agreement has to be initiated.
3. In case of assignment or any form of legal succession of any PP, the PP concerned is obliged to assign all rights and obligations and all project related documents to each and any assignee or legal successor. Related reports to the MA/JS have to be forwarded by the LP, and the present document shall be amended in compliance with the Article 15 (3) of this Agreement.

Art. 20

Disputes between partners and complaints

1. Any complaints against acts, omission and/or decision of the MA/JS and/or MC decisions during the project implementation phase shall be formally submitted by the LP on behalf of the partnership to the MA for the examination; the complaint shall be submitted via certified e-mail or e-mail accompanied by a cover letter.
2. The LP, as well as the interested partner, can file a formal complaint against act, omissions and/or decisions of control and audit bodies (controllers, auditors, etc.) related to the national control system following the procedures set in place at national and EU level. In case of dispute between the LP and its PPs or among PPs, presumption of good faith from all parties will be privileged.
3. Should a dispute arise between the LP and its PPs or among PPs, the affected parties will endeavour to find a solution on an amicable way. In case of matters that are not ruled by this Agreement, the parties agree to find a mutual consent and a joint solution.
4. Disputes will be referred to the Steering Committee in order to reach a settlement. The LP will inform the other PPs and may, on its own initiative or upon request of a PP, ask advices to the MA/JS.
5. Should a compromise through mediation not be possible, at any time the parties may submit the dispute to the courts and herewith agree that shall be the venue for all legal disputes arising from this Agreement.
6. Further details about the complaint procedures must be checked in Factsheet n. 6 “Project Implementation”.

Art. 21

Force majeure

1. As regard the meaning of the term “force majeure” the present Agreement refers to the Art. 23 of the SC.
2. If the LP or PPs are subject to force majeure liable to affect the fulfilment of its/their obligations under this Agreement, the LP shall notify the MA via the JS without delay, stating the nature, likely duration and foreseeable effects.
3. Neither the LP nor the PPs shall be considered to be in breach of their obligations to execute the project if it has been prevented from complying by force majeure. Where LP or PPs cannot fulfil their obligations to execute the project due to force majeure, grant for accepted eligible expenditure occurred may be made only for those activities which have actually been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

Art. 22

Concluding provisions

1. All laws, regulations and Programme official documents mentioned in this Agreement are applicable in their currently valid version. The LP and all PPs ensure that in case of modification of provisions as listed in Art. 1 “Legal framework” of the SC, updated rights and obligations derived thereof shall apply.
2. If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision. This procedure is conducted in written form by the parties concerned. In case of differences that are not ruled by this Agreement the parties concerned will agree on aiming to find a mutual consent on the issue.

3. Amendments and supplements to this Agreement must be in written form and have to be indicated as such. Consequently, any changes of this Agreement shall only be effective if they have been agreed on in writing and have been designated as amendment of or supplement to the Agreement.
4. Any costs, fees or taxes not eligible or any other duties arising from the conclusion or the implementation of this Agreement shall be borne by the LP and PPs.
5. This Agreement is governed by and construed in accordance with the legal framework of the SC and, where applicable, to the Italian Civil Code.
6. To the effect of this Agreement, the PPs shall irrevocably choose domicile at their addresses stated in the partner section of the AF where any official notifications can be lawfully served. Any change of domicile shall be forwarded by the concerned PP to the LP within 15 days following the change.

Art. 23

Entry into force

1. The present Agreement shall enter into force as from the date of the last signature. It shall remain in force until the LP has discharged in full its obligations towards the MA as provided for in Art. 26 of the SC signed between the MA and the LP.
2. The present Agreement must be signed by the LP and all PPs and evidence of the occurred signature has to be provided following the procedures described in the Factsheet n. 6 and in the SC.
3. The MA reserves the right to check the present Agreement in order to verify that it has been signed and that it is in conformity with the minimum requirements as provided for the SC and as set by the template of Partnership Agreement made available by the Programme.
4. This Agreement is made in No. copies; no original copies has to be delivered to the MA.

Art. 24

Binding documents

The SC including any revision(s) is binding and it is the reference document of the present Agreement:

I. The SC as signed between the MA and the LP on [date]_____.

The provisions included in the operational documents of the Programme related to the concerned Strategic Call for proposal officially adopted by the MC do constitute binding rules to be respected.

Drawn up at [date]_____

Lead Partner

Name and function _____

Signature and Stamp

Place, date: _____

Partner 1

Name and function _____

Signature and Stamp

Place, date: _____

Partner 2

Name and function _____

Signature and Stamp

Place, date: _____

Partner 3

Name and function _____

Signature and Stamp

Place, date:

Partner 4

Name and function

Signature and Stamp

Place, date:

Partner 5

Name and function

Signature and Stamp

Place, date: