



Example partnership agreement for projects in Programme objective '4.2 Macro-regional governance of Interreg Baltic Sea Region 2021-2027

Updated FINAL DRAFT of 30.03.2022

Introduction

This document is the final **draft** example partnership agreement for projects in **Programme objective '4.2 Macro-regional governance**. We will update the parts marked in **green** after the European Commission approves the Programme.



Example partnership agreement for projects in Programme objective '4.2 Macro-regional governance'

The Investitionsbank Schleswig-Holstein (IB.SH), Kiel, Germany, acting as Managing Authority of Interreg Baltic Sea Region for the funding period 2021-2027 prepared this document. It provides a non-binding **example** of a partnership agreement that shall assist lead partners of projects funded by Interreg Baltic Sea Region 2021-2027 to lay down arrangements for their relations with the project partners. It is **not compulsory** for any lead partner or project partner to adopt the **model clauses**. The lead partner can negotiate the example partnership agreement with the project partners, tailor its clauses to the partnership's individual needs or add new clauses (e.g. on the decision-making procedure, on the obligations of the project steering committee, on the signature procedure, or the like). However, the lead partner and the project partners shall adhere to the provisions of the Programme Manual specifying the minimum requirements of the partnership agreement. All clauses of this example partnership agreement are intended to regulate these **minimum requirements for projects in Programme objective '4.2 Macro-regional governance**.

Disclaimer:

According to Article 26(1) of REGULATION (EU) 2021/1059 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 June 2021 it is the task of the lead partner to lay down the arrangements with the other partners in an agreement. Therefore, the IB.SH cannot under any circumstances or for any reason whatsoever be held liable for completeness, correctness and up-to-dateness of this model partnership agreement. The same applies with regard to its compatibility with EU and national law.





Partnership agreement for the project #<insert project number> <insert project short name> in Programme objective '4.2 Macro-regional governance of Interreg Baltic Sea Region

Having regard to

- REGULATION (EU) 2021/1059 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 June 2021, Article 26(1),
- The Interreg Programme "Interreg Baltic Sea Region" (<insert ID>), hereinafter referred to as **Programme**,
- The Interreg Baltic Sea Region Programme Manual, hereinafter referred to as **Programme Manual**,
- The agreements on the participation in Interreg Baltic Sea Region between countries outside the Programme area and the IB.SH,
- The subsidy contract for the project #< insert number and short name of the project as indicated in Article 2(1) of the subsidy contract > of Interreg Baltic Sea Region (hereinafter referred to as **subsidy contract**), in particular Article 6(3) thereof,
- The approved project data (hereinafter referred to as **project data**) available in the electronic data exchange system of the Programme (hereinafter referred to as **BAMOS+**). These project data derive from the original application and its attachments (e.g. contact and bank information) selected by the Monitoring Committee and comprise subsequent changes to the original project setup as referred to in Article 5 of the subsidy contract.

the following partnership agreement (hereinafter referred to as **agreement**) is concluded between

< insert name of the lead partner organisation in national and English language >

with its official address at < insert address of the lead partner organisation >

and represented by < insert name of the representative of the lead partner organisation >

hereinafter referred to as **lead partner**. The lead partner is listed in the project data as **project partner no° 1** <change number in case a different partner is the lead partner>.

and

< insert name of the project partner organisation in national and English language >

with its official address at < insert address of the project partner organisation >

represented by < insert name of the representative of the project partner organisation >

and listed in the project data as **project partner no° 2**



[more project partners to be added accordingly]

- each hereinafter referred to as **project partner**, all project partners named above hereinafter referred to as **project partners**,

for the project < insert number and short name of the project as indicated in Article 2(1) of the subsidy contract > selected by the Monitoring Committee of Interreg Baltic Sea Region on < insert date of selection decision as indicated in Article 2(1) of the subsidy contract > (hereinafter referred to as **project**).

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Article 1

Subject of the agreement

1. Subject of this agreement is organising the partnership and stipulating provisions to ensure proper implementation of the project.
2. The subsidy contract between the IB.SH (acting as Managing Authority and Joint Secretariat of Interreg Baltic Sea Region) and the lead partner dated < insert date of the last signature >, as well as the body of rules and regulations it is based on and refers to, is considered to be an integral part of this agreement. The subsidy contract shall be attached to this agreement as **Annex I**.

Article 2

Duration of the agreement

1. This agreement shall take effect retrospectively from the date the subsidy contract entered into force (cf. Article 17(1) of the subsidy contract), i.e. from < insert date of the last signature of the subsidy contract >. In case project activities are carried out in an eligible project phase but before the entry into force of the subsidy contract and this agreement, the provisions of this agreement shall already apply to that phase.
2. This agreement will remain in force as long as the lead partner or the project partners have to fulfil obligations arising from this agreement, the subsidy contract and/or the provisions it is based on (cf. Article 1 of the subsidy contract).

Article 3

Project objectives, project partnership

1. The lead partner and the project partners commit themselves to do everything in their power to implement the project jointly according to the project data and to support one another with the aim to reach the project's objectives.
2. The project partners entitle the lead partner to represent the project partners in the project. They commit themselves to undertake all steps necessary to support the lead partner in fulfilling its obligations specified in the subsidy contract and this agreement.

Article 4

Obligations of the lead partner

1. The lead partner shall be responsible for the overall coordination, management and implementation of the project. It shall fulfil all obligations arising to the lead partner from Article 26(1) and (2) of REGULATION (EU) 2021/1059 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 June 2021, the subsidy contract including the body of rules and regulations it bases on and refers to, as well as the Programme Manual. That means in particular:
 - a) following the Programme's reporting procedures, requesting and receiving payments from IB.SH, in accordance with Article 4 of the subsidy contract,



- b) complying with the obligations defined in Articles 5 and 6 of the subsidy contract,
 - c) warranting that any person acting as a user with read, write and submit rights on project level is employed by the lead partner and at all times duly authorised to represent the lead partner and to act on its behalf in BAMOS+, in accordance with Article 7 of the subsidy contract,
 - d) contributing to the communication activities of the Programme and complying with the visibility requirements, in accordance with Article 8 of the subsidy contract,
 - e) complying with the rules on ownership and use of deliverables, as specified in Article 9 of the subsidy contract,
 - f) assisting any audit or evaluation and retaining all files, documents and data related to the project, in accordance with Article 10 of the subsidy contract,
 - g) ensuring that any recovery is made in accordance with Article 11 of the subsidy contract,
 - h) complying with the rules on assignment, liability, data protection, dispute settlement and communication as determined in Articles 13 to 17 of the subsidy contract.
2. In addition to the responsibilities of the lead partner stipulated in this article, specific obligations of the project partners (cf. Article 5 of this agreement) also apply to the lead partner.

Article 5

Obligations of the project partners

1. Each project partner undertakes to comply with the body of rules and regulations referred to in Article 1 of the subsidy contract as well as relevant national regulations and all other rules applicable to the project partner. That means in particular:
- a) complying with the rules on eligibility of expenditure as stipulated in Article 3 of the subsidy contract and laid down in the Programme Manual,
 - b) completing all activities, deliverables as set out in the detailed work plan (cf. Article 7 of this agreement),
 - c) respecting the rules on ownership, title, industrial and intellectual property rights, as well as the use of deliverables laid down in Article 8 of this agreement,
 - d) guaranteeing sound financial management of its budget as indicated in the project data,
 - e) in accordance with Article 11 of this agreement, following the reporting procedures defined in the Programme Manual and submitting partner progress reports in time and via BAMOS+,
 - f) complying with the Programme's communication and visibility rules as outlined in Article 12 of this agreement,
 - g) assuming responsibility in the event of any irregularity in the expenditure it has declared,
 - h) repaying the lead partner any amounts unduly paid and complying with any request for recovery by the IB.SH and/or the lead partner based on Article 11 of the subsidy contract and Article 16 of this agreement,
 - i) keeping available all its documents related to the project in line with the requirements of the Programme Manual. This obligation shall persist even if the project partner is excluded from the project or the project partner has withdrawn from the project (cf. Article 14(1), 17(1) of this agreement).



2. By signing this agreement, each project partner declares that it:
 - a) is familiar with and adheres to the content of the subsidy contract and the provisions it bases on and refers to; this includes the rules defined in Articles 2(5), 11 and 12 of the subsidy contract, which entitle the IB.SH to reduce the amounts of Programme co-financing awarded to the project, to terminate the subsidy contract, to withhold payments, to recover Programme co-financing unduly paid and/or to suspend payments,
 - b) is familiar with and adheres to the project data,
 - c) undertakes to inform the lead partner immediately about all circumstances that delay, hinder or make impossible the realisation of the project as well as all circumstances that mean a change of the disbursement conditions or which would entitle the IB.SH to suspend payments, to reduce the amounts of Programme co-financing awarded, to recover co-financing unduly paid (cf. Article 11 of the subsidy contract) or to terminate the subsidy contract in full or in part (cf. Article 12 of the subsidy contract).

Article 6 Co-operation with third parties

1. If a party to this agreement cooperates with third parties, including external service providers, it shall remain solely responsible concerning compliance with its obligations as set out in this agreement. Any project partner shall inform the lead partner about the subject and party of any contract concluded with such a third party.
2. No party to this agreement is entitled to assign its rights and obligations under this agreement without the prior consent of the other parties to this agreement and the approval of the IB.SH (cf. Article 13 of the subsidy contract).
3. Co-operation with third parties shall follow the public procurement procedures and State aid rules determined in the Programme Manual and national and EU legislation.

Article 7 Detailed work plan, objectives, results and deliverables

1. Based on the work plan included in the project data, the lead partner and the project partners have developed a detailed work plan, including the operational structure and responsibility for the different work packages and their administration. The detailed work plan shows how the planned activities lead to the deliverables as listed in the project data. The detailed work plan is attached to this agreement as **Annex II**.
2. Each project activity is assigned to the lead partner or one of the project partners by the attached detailed work plan. The lead partner and the project partners adhere to this plan.
3. The lead partner and all project partners are aware that the IB.SH will check whether the lead partner and project partners reached the objectives and results planned in the project data. In case the planned objectives and results are not reached, the IB.SH is entitled to terminate the subsidy contract in accordance with Article 12(1)(e) of the subsidy contract and/or to recover Programme co-financing in accordance with Article 11 of the subsidy contract.



4. The lead partner and the project partners shall agree on any amendment of the detailed work plan. The project partners shall inform the lead partner immediately if any need for an amendment occurs. The partnership will observe the rules on project changes as determined in the Programme Manual and Article 5 of the subsidy contract.
5. Each project partner shall inform the lead partner immediately about any factors that could lead to any deviation in the detailed work plan, especially those that could cause temporary or final discontinuation of the project.

Article 8 Ownership, use of deliverables

1. Ownership, title and industrial and intellectual property rights in the deliverables of the project, as well as the reports and other documents relating to it shall, depending on the applicable national law, belong to the lead partner and/or project partners. Details on ownership, title and industrial and intellectual property rights in each deliverable produced by the project are laid down in **Annex III** to this agreement.
2. In the spirit of cooperation and exchange, the lead partner and project partners shall ensure that all deliverables produced by the project are in the public interest and publicly available. They should be fully accessible and available to the general public in a usable format. The IB.SH and any other relevant programme, EU and national body can use them for information and communication purposes in the framework of the Programme.
3. Each project partner shall ensure that it has all rights to use any pre-existing intellectual property rights, if necessary for the implementation of the project.
4. If any sensitive or confidential information or any pre-existing intellectual property right related to the project must be respected, the respective project partner shall inform the lead partner in advance. The lead partner shall then agree with the IB.SH how to handle the situation.

Article 9 Detailed project budget, lead partners and project partners contributions

1. The project partners accept the detailed project budget determined in the project data, as well as the amount and composition of the earmarked Programme co-financing (non-repayable grant) awarded to the lead partner in the subsidy contract (cf. Article 2(1) to (3) thereof). Each project partner commits itself to provide its own contribution to the total project budget.
2. The detailed project budget in the project data provides detailed financial data for the lead partner and each project partner per cost category.
3. The IB.SH will calculate the co-financing from the Programme funds based on reported eligible expenditure only (cf. Article 2(4) in conjunction with Article 3 of the subsidy contract). The lead partner will pay the Programme co-financing to the project partners on the same basis.





4. The lead partner shall disburse the Programme co-financing subject to the condition that the IB.SH makes the funds available. If the IB.SH does not make the funds available, any claim by a project partner against the lead partner for whatever reason is excluded.
5. The project partners shall inform the lead partner immediately when they need a change of the project budget. The project partners shall authorise any change of the project budget as laid down in the project data before the lead partner submits the change request to the IB.SH. The partnership will observe the rules on project changes as determined in the Programme Manual and Article 5 of the subsidy contract.

Article 10 Detailed spending plan

1. Based on the spending plan for project expenditure included in the project data and corresponding to the detailed work plan (cf. Article 7 of this agreement), the lead partner and the project partners have agreed on a detailed spending plan attached to this agreement as **Annex IV**.
2. All project partners declare that they will request payments according to the timeframe established in Article 11 of this agreement and at least to the extent defined in the spending plan (Annex IV). Payments not requested in time and in full as indicated in the spending plan may be lost. Moreover, the maximum amount of ERDF co-financing approved (cf. Article 2(1) of the subsidy contract) might be reduced if the actual payment requests are less than the expected payment requests. The Programme Manual provides further details on financial planning and de-commitment.

Article 11 Request for payments, reporting

1. The project partners are aware that expenditures incurred by implementing project activities are reimbursed retrospectively. Therefore, each project partner shall apply relevant measures to maintain a sufficient level of financial liquidity to cover the project-related expenditures.
2. The project partners are entitled to request payments by following the reporting procedures defined in the Programme Manual.
3. The lead partner and project partners shall report via BAMOS+. Each project partner shall respect the terms and conditions for the use of BAMOS+. In particular, each project partner shall warrant that any person acting on its behalf as a user with read, write and submit rights is employed by the project partner and at all times duly authorised to represent the project partner in relation to all project partner responsibilities in BAMOS+ and to submit data and documents via BAMOS+ on behalf of the project partner organisation.
4. The following submission dates apply for each project partner to enable the lead partner to meet the deadlines for submission of progress reports according to Article 4(2) of the subsidy contract:

Partner report	Reporting period		Deadline for submission
	Start date	End date	
Period 1	xx/xx/xxxx	xx/xx/xxxx	xx/xx/xxxx
Period 2	xx/xx/xxxx	xx/xx/xxxx	xx/xx/xxxx



Period 3	xx/xx/xxxx	xx/xx/xxxx	xx/xx/xxxx
Period 4	xx/xx/xxxx	xx/xx/xxxx	xx/xx/xxxx
Period 5	xx/xx/xxxx	xx/xx/xxxx	xx/xx/xxxx
Period 6	xx/xx/xxxx	xx/xx/xxxx	xx/xx/xxxx

5. If a project partner ascertains it will be behind schedule with its contribution to the progress report as defined in Article 4(2) of the subsidy contract, it shall immediately inform the lead partner. The project partner must not submit such information later than the actual deadline for submission of the given partner report. The project partner concerned and the lead partner, supported by the other parties to this agreement, shall collectively sort out the problem causative for the default. If necessary, the lead partner shall submit a request for postponement of the submission deadline of the progress report to the IB.SH.
6. If a project partner does not comply with the requirement to inform the lead partner, does not sort out any problem causative for the default, is responsible for not meeting a deadline, or the IB.SH does not approve a postponement of the submission deadline, the lead partner shall be entitled to exclude the partner report from the progress report the lead partner is obliged to submit to the IB.SH according to the subsidy contract.
7. Each project partner must provide additional information if the lead partner or the IB.SH deem that necessary. If the IB.SH asked for further information the lead partner shall collect and send it within the time frame demanded by the IB.SH.
8. Similar to the right of the IB.SH as laid down in Article 4(3) of the subsidy contract, the lead partner reserves the right not to accept – in part or in full – reported expenditure if – due to the results of the lead partner's checks and/or controls or audits performed by another authority– the validation or the facts stated therein prove to be incorrect or if the underlying activities or expenditure are not in line with the body of rules and regulations as set out in Article 1 of the subsidy contract.
9. The lead partner shall redistribute the co-financing paid to its account between the relevant project partners. The lead partner shall not make any deduction or retention or levy further specific charges that would reduce the amount claimed by a project partner in accordance with these rules. Project partners whose currency is other than Euro shall bear any exchange rate risk.

Article 12 Communication and visibility

1. Each project partner shall ensure compliance with the communication and visibility obligations specified in the Programme Manual.
2. By signing this agreement, each project partner confirms that the IB.SH is authorised to publish information about the project as defined in Article 8(4) of the subsidy contract.
3. Each project partner authorises the lead partner to use communication and visibility material produced by the project or project partners to showcase how the Programme co-financing is used. Furthermore, each project partner authorises the lead partner to forward this material to the IB.SH, other programme authorities, programme promoters at the national level, as well as Union institutions, bodies, offices or agencies. For this purpose, each project partner ensures that a royalty-free, non-exclusive and irrevocable



licence to use such material and any pre-existing rights attached to it is granted to the aforementioned Programme and Union bodies in accordance with the Programme Manual.

4. In accordance with Article 8(6) of the subsidy contract, each project partner takes full responsibility for the content of any audio, visual or audiovisual notice, publication, deliverable or communication and visibility material provided to the lead partner which has been developed by the project partner or third parties on behalf of the project partner. The project partner is liable in case a third party claims compensation for damages (e.g. due to an infringement of intellectual property rights or personal data protection rights). The project partner will indemnify the lead partner in case the lead partner suffers any damage because of the content of the said material.

Article 13

Liability

1. Within the partnership, each party to this agreement shall hold harmless the other parties and indemnify them from liabilities, damages and costs resulting from the non-compliance of its duties and obligations as outlined in this agreement and its annexes.
2. The lead partner and each project partner are solely liable for the statements/commitments made in its partner declaration attached to the latest project data.
3. No party to this agreement shall be held liable for not complying with obligations ensuing from this agreement and its annexes in case of force majeure. In such a case, the party concerned must announce this immediately in writing to the other parties to this agreement.

Article 14

Non-fulfilment of obligations

1. If a project partner repeatedly does not fulfil its obligations stipulated in the subsidy contract or this agreement (incl. its annexes), the lead partner may exclude the project partner from the project. The lead partner shall follow the rules of the Programme Manual. The lead partner shall inform the IB.SH of such decision without delay. The exclusion has to be approved by the Programme body stipulated in the Programme Manual. In case the exclusion is approved, the project partner is obliged to refund to the lead partner any Programme co-financing received by the day of exclusion for which it cannot prove that it was used for the implementation of the project according to the rules of eligibility of expenditure.
2. In case of non-fulfilment of obligations of a project partner having financial consequences for the entire project co-financing, the lead partner may demand compensation to cover the sum involved.

Article 15

Audit rights, availability of documents, evaluation

1. The responsible auditing bodies of the EU and, within their responsibility, the auditing bodies of the participating countries or other national public auditing bodies or an external auditor designated by the IB.SH, as well as the Audit Authority of the Programme, the Group of Auditors of the Programme and the IB.SH are



entitled to audit the project and the proper use of the awarded Programme co-financing by the lead partner and the project partners or to arrange for such an audit to be carried out by authorised persons.

2. Each project partner shall provide all documents and information required for the audit and give access to its business premises, as well as project-related locations.
3. Each project partner is obliged to keep for audit purposes all supporting documents related to the project in accordance with the requirements of the Programme Manual.
4. Each project partner shall assist authorised evaluators and provide them with documents or information necessary for Programme or project evaluations.

Article 16

Recovery of amounts unduly paid

1. In case the IB.SH recovers Programme co-financing unduly paid from the lead partner in accordance with Article 11 of the subsidy contract, the lead partner shall recover the unduly paid Programme co-financing from the respective project partner in line with the procedure for irregularities of the Programme Manual.
2. The project partner involved shall repay the lead partner any amounts unduly paid in accordance with the procedure for irregularities of the Programme Manual.
3. If the IB.SH suspends payments, the lead partner will do so accordingly, and the project partners shall have no claims to payment of the remaining amount. If the IB.SH deducts a recovery amount from an open payment request, the lead partner is also entitled to deduct the recovery amount from payment claims of the project partners. In addition, if the IB.SH deducts unduly paid co-financing that the lead partner or a project partner had to return in another project funded by Interreg Baltic Sea Region, the lead partner has the right to deduct the corresponding Programme co-financing to the project partner in question from any open payment request in the present project.

Article 17

Withdrawal from the partnership

1. The lead partner and each project partner 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 remaining project partners shall endeavour to cover the contribution of the withdrawing project partner either by directly assuming its tasks or by asking one or more new third organisations to join the partnership.
2. The parties to this agreement are aware that the IB.SH is entitled to terminate the subsidy contract if the number of project partners falls below the minimum number of partners that is set in the Programme Manual (cf. Article 12(1)(b) of the subsidy contract).
3. In case of change in the partnership, the parties to this agreement will adhere to the provisions on project changes as determined in the Programme Manual.



Article 18

Applicable law and dispute settlement

1. Without prejudice to both the applicable European law and Article 16(1) of the subsidy contract, this agreement shall be governed by and construed in accordance with <insert applicable national law, e.g. Danish> law, being the law of the country of the lead partner.
2. The lead partner and the project partners sign this agreement with the intention to cooperate amicably. Should a dispute arise between the lead partner and the project partners or between the project partners in connection with this agreement, the parties concerned will endeavour to work towards a mutually acceptable settlement.
3. If the amicable settlement method was ineffective and the disagreement persists in spite of all efforts being made in this respect, the dispute shall be finally decided by the courts. The place of jurisdiction is < insert town and country, e.g. Copenhagen, Denmark > at the seat of the lead partner.
4. The provisions of this Article shall not affect the recovery of amounts unduly paid laid as down in Article 16 of this agreement. Thus, neither a procedure for amicable settlement according to paragraph 2 nor a court procedure according to paragraph 3 shall have a suspensive effect on any recovery of amounts unduly paid.

Article 19

Data protection

1. In accordance with Article 4 of REGULATION (EU) 2021/1060 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 June 2021, the lead partner, the IB.SH, other programme bodies (e.g. the Audit Authority, the Monitoring Committee), controllers, responsible national authorities (e.g. auditors, Approbation Authorities), evaluators and the European Commission are allowed to process personal data only where necessary for the purpose of carrying out their respective obligations under the body of rules and regulations referred to in Article 1 of the subsidy contract, in particular for monitoring, reporting, communication, publication, evaluation, financial management, verifications and audits. The personal data shall be processed in accordance with REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 (General Data Protection Regulation).

Article 20

Concluding provisions

1. This agreement is concluded in English. In case of translation of this document and its annexes into another language, the English version shall be binding.
2. The working language of the project shall be English. Accordingly, any written communication between the lead partner and the project partners related to this agreement and the implementation of the project shall be in English and state the number and short name of the project.



3. Should any provision in this agreement become wholly or partly ineffective, the remaining provisions remain binding for the parties. The parties to this agreement undertake to replace the ineffective provision with an effective provision that comes as close as possible to the purpose of the ineffective provision.
4. Amendments and supplements to this agreement and/or to its annexes must be set out in an addendum.



For the lead partner:

..... <i>Name</i> <i>Name</i>
..... <i>Title</i> <i>Title</i>
..... <i>Signature and stamp</i> <i>Signature and stamp</i>
..... <i>Place, date</i> <i>Place, date</i>

For the project partner no° 2:

..... <i>Name</i> <i>Name</i>
..... <i>Title</i> <i>Title</i>
..... <i>Signature and stamp (if available)</i> <i>Signature and stamp (if available)</i>
..... <i>Place, date</i> <i>Place, date</i>

[more project partners to be added accordingly]

Annexes

- I. Subsidy contract for the project # < Insert project number and short name > of Interreg Baltic Sea Region
- II. Detailed work plan according to Article 7 in its latest version
- III. Ownership of deliverables according to Article 8 in its latest version
- IV. Detailed spending plan according to Article 10 in its latest version
- V. Optional: Decision making procedure