

## PARTNERSHIP CONTRACT

Based on Article 8 (1) of the Subsidy Contract No. *<Subsidy Contract Number>*, concluded between the Government Office for Local Self-government and Regional Policy acting as the Managing Authority of the Operational programme Slovenia - Austria 2007 - 2013 and *<Lead Partner name>* acting as the Lead Partner on *<the last date of signature of the Subsidy Contract>*

the following has been agreed between

*< LP name and address>*, represented by *<name, function of the signatory>* (hereinafter referred to as the Lead Partner)

and

*<name and address>*, represented by *<name, function of the signatory>* (hereinafter referred to as *Partner 1*)

*<name and address>*, represented by *<name, function of the signatory>* (hereinafter referred to as *Partner 2*),

*<name and address>*, represented by *<name, function of the signatory>* (hereinafter referred to as *Partner 3*),

*<name and address>*, represented by *<name, function of the signatory>* (hereinafter referred to as *Partner 4*),

*<name and address>*, represented by *<name, function of the signatory>* (hereinafter referred to as *Partner n*),

for the implementation of the project *<project title>*, with acronym *<project acronym>*, approved by the Joint Monitoring Committee of the Operational Programme Slovenia-Austria 2007-2013 on *<date of approval>*.

### Article 1 (Project objectives)

1. The project *<acronym>* shall contribute to the objectives set out in the Operational programme. The project objectives are, in summary, to *< list the main objectives or make reference to the project documents>*.

### Article 2 (Subject of the Partnership Contract)

1. By the present Partnership Contract, the Lead Partner and the other project partners shall define the rules of procedure for the work to be carried out and relations that

shall govern them in the partnership set up in order to complete the aforementioned project.

2. The Subsidy Contract including all the provisions they are based on and refer to is an Annex 1 of this Partnership Contract.
3. The work plan setting out a detailed description of key tasks, targets, outputs, time schedule and the budget for each of the actions undertaken by the Lead Partner and the project partners are appended to the present Partnership Contract (Annex 2 - optional).

### **Article 3 (Duration of the Partnership Contract)**

1. The Partnership Contract shall take effect on the date on which it is signed by all parties. It shall remain in force until Lead Partner has discharged in full its obligations towards the Managing Authority.

### **Article 4 (Role and responsibilities of the Lead Partner)**

1. The Lead Partner is responsible for the overall coordination, management and implementation of the project. The Lead Partner shall be the beneficiary of the European Regional Development Fund (hereinafter referred to as ERDF) and shall manage the funds in accordance with the details described in this contract. The Lead Partner assumes responsibilities for the entire project vis-à-vis the Managing Authority as defined in the Subsidy Contract.
2. The Lead Partner shall:
  - Appoint a project manager who has the operational responsibility for the implementation of the overall project;
  - Ensure timely commencement of the project and implementation of the entire project within the time schedule and in compliance with all obligations to the Managing Authority according to the descriptions in the application approved by the Joint Monitoring Committee (hereinafter referred to as JMC);
  - Notify the Managing Authority of any factors that may adversely affect implementation of the project activities and/or financial plan;
  - Draw up and present progress and final reports comprised of activity reports and financial reports to the Managing Authority/Joint Technical Secretariat on a regular basis as defined in the Subsidy Contract;
  - Verify that the expenditure presented by the project partners has been validated by their designated controllers;
  - Submit applications for reimbursement to the Managing Authority;
  - Receive payments from the Certifying Authority and transfer the appropriate amounts of it to its partners within eight working days after receipt to its bank account;
  - Manage the funds of the subsidy awarded;
  - Carry out the project's overall accounting separately;
  - Communicate with the Managing Authority on behalf of the entire project partnership;
  - React promptly to any request made by the Managing Authority;
  - Inform the partners on all important correspondence with the Managing Authority in due time;
  - Notify the partners immediately of any event that could lead to a temporary or final discontinuation of the project or any other deviation of the implementation of the project;

- Produce all documents required for controls and audits, provide necessary information and give access to its business premises;
- Retain at all times for the on-the spot checks during implementation or audit purposes all files, documents and data about the part of the operation for which it is responsible on customary data storage media in a safe and orderly manner at least until 31 December 2020; other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected;
- Provide the independent assessors carrying out the ongoing, ad hoc or ex-post evaluation any document or information necessary to assist with the evaluation;
- Comply with EU and national legislation;
- Agree with all project partners beforehand on any request to the Managing Authority for amendment of the subsidy contract
- *<Any other task agreed with the partners>*.

## **Article 5 (Roles and responsibilities of the project partners)**

1. Project partners are the organisations that are responsible for carrying out specific project activities in the manner and scope as indicated in the approved application. More specifically, each project partner shall assume the following responsibilities and fulfil the following duties and obligations:
  - To appoint a contact person for the implementation of the parts of the project under its responsibility and authorise the contact person to represent the project partner;
  - To implement the parts of the project under its responsibility within the planned time schedule and according to the application as approved by the JMC;
  - To co-operate with the Lead Partner in complying its obligations in accordance with Article 8 of the Subsidy Contract;
  - To keep separate accounting records containing the expenses (expenditure) and return (income) in reference to this project;
  - To ensure that the expenditure presented has been incurred for the purpose of implementing the project and corresponds to activities agreed between the project partners;
  - To have the presented expenditure validated by its designated controller and to allow for at least one on-the-spot control to be performed by its controller within the project implementation period;
  - To prepare and submit to the Lead Partner all the documents and information required for the preparation of the progress/final reports and related applications for reimbursement including Statements of expenditure issued by the partner's controller;
  - To assume responsibility in the event of any irregularity in the expenditure which it has declared;
  - To notify the Lead Partner immediately of any event that could lead to a temporary or final discontinuation of the project or any other deviation of the implementation of the project;
  - To produce all documents required for the controls and audits, provide necessary information and give access to its business premises;
  - To retain at all times for audit purposes all files, documents and data about the part of the operation for which it is responsible on customary data storage media in a safe and orderly manner at least until 31 December 2020; other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected;
  - To provide the independent assessors carrying out the ad-hoc, on going or ex-post evaluation any document or information necessary to assist with the evaluation;
  - To comply with all the provisions and fulfil all its obligations arising from the subsidy contract, an integral part of this contract, and from the co-financing statement if signed by the project partner at the time of project application;

- To respond immediately to any request made by the Lead Partner or the Managing Authority;
  - To conduct its project activities in compliance with EU and national legislation;
  - To report in accordance with the existing legislation and national/regional guidelines if the project partner activities contain elements of State aid;
  - <Any other task agreed with the partners>.
2. Project partners agree to take all necessary steps enabling the Lead Partner to comply with its responsibilities as set out in the Subsidy Contract.

**Article 6  
(Project budget and eligible expenditure)**

1. The project budget per partner as approved is presented in the financial annex of the Subsidy Contract.
2. Each partner will be held responsible for its budget up to the amount as to which the partner participates in the project and pledges to release its part of the project co-funding.
3. The eligibility of expenditure is determined in the Guide for Applicants and in the Subsidy Contract and must be respected by all parties.
4. Costs, which qualify for a subsidy, exclusively consist of eligible costs as listed in the financial annex of the Subsidy Contract.

Cost categories		LP		P1		P2		P3	
		EUR	%	EUR	%	EUR	%	EUR	%
1	Personnel costs								
2	External costs								
3	Investments								
4	Administrative costs								

5. Before reallocation of project funds between the cost categories or between the partners as stated in the approved application and in accordance with the rules and procedures on project changes defined in the Subsidy Contract, the Lead Partner shall obtain approval of its partners.

**Article 7  
(Reporting, monitoring, evaluation)**

1. The Lead Partner has overall responsibility for monitoring the actions undertaken by the project partners on ongoing basis.
2. The Lead Partner is responsible for submitting progress reports and the final report to the Managing Authority/Joint Technical Secretariat.
3. Each project partner commits to providing the Lead Partner with the information needed to draw up progress and final reports and other specific documents required by the Managing Authority. The reporting periods for the entire project are laid down in the annex of the Subsidy Contract. Each project partner has to submit Statement of expenditure for the reporting period by the deadlines specified in the table below. The Managing Authority may require or agree on additional reporting.

Reporting period	Validated expenditure to be submitted to the Lead Partner by
<reporting period1>	<report date1>
<reporting period2>	<report date2>
<reporting period3>	<report date3>
<reporting period4>	<report date4>
<reporting period5>	<report date5>
<reporting period6>	<report date6>
<reporting period7>	<report date7>
<final report>	<report date final>

4. The Lead Partner must send each partner copies of the reports submitted to the Managing Authority.

### **Article 8 (Financial management)**

- The ERDF contribution shall be paid by the Certifying Authority 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 validated expenditure incurred for project actions effectively carried out by bank transfer within eight working days. No deduction, retention or further specific charges shall be made.
- The ERDF funds shall be transferred to the following bank accounts:

Partner 1

Account no.:	
Name of the holder:	
Name of the bank:	
Bank code:	
IBAN	
SWIFT	

Partner n

Account no.:	
Name of the holder:	
Name of the bank:	
Bank code:	
IBAN	
SWIFT	

**Article 9**  
**(Information and publicity measures)**

1. The Lead Partner and the partners shall jointly implement information and publicity activities in accordance with the approved application to ensure adequate promotion of the project both towards potential beneficiaries and towards the general public.
2. The information and publicity rules as specified in the EC Regulation No 1828/2006, MA Publicity and Information Guidelines shall be observed by all parties.
3. The partners agree that the Lead Partner may provide the Managing Authority to publish, in whatever form, unrestricted as far as data protection is concerned, and on or by whatever medium, including the internet, with the following information:
  - the name of the LP and its partners,
  - the purpose, outputs and cross-border outcomes of the subsidy,
  - the amount granted and the proportion of the total eligible costs of the operation accounted for by the funding,
  - the geographical location of the project,
  - whether and how the project has previously been publicised;
  - any other information agreed with the LP.

**Article 10**  
**(Ownership – Use of Results)**

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 or EU law, rest with the Lead Partner and/or its partners.
2. The Lead Partner and project partners agree that ownership, title, industrial and intellectual property rights shall be as follows:
3. The Lead Partner and its partners agree that owners of the investments are the following:
  - *<investment owner's name>* is the owner of the *<name of investment>*
  - *<investment owner's name>* is the owner of the *<name of investment>*
  - *<investment owner's name>* is the owner of the *<name of investment>*
4. The investment owner shall carry out maintenance works on the investment during project implementation and at least five years after the end of the project and shall keep records of the investments made.
5. The Lead Partner and the other project partners agree, that the results of the project may be made available to the public.

**Article 11**  
**(Confidentiality Requirements)**

1. The project partners agree that any information that they obtain during the execution of this Partnership Contract are confidential, provided that one project partner explicitly requests such. The same applies, without the express request of one of the project partner, to all documentation classified as “confidential”.

**Article 12**  
**(Co-operation with third parties and legal succession)**

1. In the event of co-operation with third parties including contractors or subcontractors, the project partner concerned shall remain solely responsible to the Lead Partner concerning compliance with its obligations as set out in this Partnership Contract and national public procurement directives. The Lead Partner shall be informed by the partner about the subject and party of any contract concluded with a third party.
2. No project partner shall have the right to transfer its rights and obligations under this Partnership Contract without the prior consent of the other project partners and the responsible programme implementing bodies. The parties to this contract are aware of the provisions of the Subsidy Contract whereupon the Lead Partner is allowed to assign its duties and rights as laid down in the Subsidy Contract only after prior written consent of the Managing Authority.

**Article 13**  
**(Liability and Force Majeure)**

1. Each partner, including the Lead Partner, shall be liable to the other partners and shall indemnify for any damages or costs resulting from the non-compliance of its contractual duties as set forth in this contract.
2. No party shall be held liable for not complying with obligations ensuing from this Partnership Contract in case of *force majeure*. In such a case, the partner involved must announce this immediately in writing to the other partners of the operation.

**Article 14**  
**(Non-fulfilment of obligations or delay)**

1. Each partner is obliged to promptly inform the Lead Partner and to provide the latter with all necessary details should there be events that could jeopardize the implementation of the project.
2. Should one of the partners be in default, the Lead Partner shall admonish the respective partner to comply within a reasonable period of time with a maximum of one month.
3. Should the non-fulfilment of obligations continue, the Lead Partner may decide, with the approval of the Joint Monitoring Committee, to exclude the partner concerned from the project. The Monitoring Authority shall be informed immediately if the Lead Partner intends to exclude a partner from the project.
4. The excluded partner is obliged to refund to the Lead Partner any programme funds received which it cannot prove on the day of exclusion that they were used for the implementation of the project.
5. In case of non-fulfilment of a partner's obligation having financial consequences for the funding of the project as a whole, the Lead Partner may demand compensation to cover the sum involved.

**Article 15**  
**(Recovery of unjustified expenditure)**

1. In the event of total or partial incompleteness of the obligations of any of the project partners or in the event of the material errors in the effective execution of project activities, each cosignatory member of the present Partnership Contract undertakes to reimburse the Lead Partner any funds that have been unduly received, within 30 days following the notification.
2. The LP has the right of termination of the Partnership Contract if termination of the Subsidy Contract is put into force by the Managing Authority. The partners shall repay the funds as follows:

**Article 16**  
**(Withdrawal and Disputes)**

1. 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 partner shall endeavour to cover the contribution of the withdrawing project partner, either by assuming its tasks or by asking one or more new partners to join the partnership.
2. In case any disputes among themselves, the project partners are obliged to work towards an amicable settlement. Failing this, each and any legal disputes that may result from or in connection with this present Partnership Contract, including such over the validity of this present Partnership Contract itself and this arbitration clause, will be finally decided in accordance with the jurisdiction of the country where the Lead Partner is domiciled. The disputes will be settled at the competent court in                     .

**Article 17**  
**(Working language)**

1. The working language of this project partnership shall be [language]. In case of the translation of this document into another language, the [language of the Subsidy Contract] version shall be the binding one.

**Article 18**  
**(Concluding Provisions)**

1. This Partnership Contract is done in <number> originals, of which <number> is received by each of the contracting parties.
2. In case of discrepancies between the Subsidy Contract and this Partnership Contract, the Subsidy Contract shall prevail.
3. This present Partnership Contract can only be changed by means of a written amendment that is signed by all project partners. Modifications of the project (work plan, budget, etc.) that are approved by the JMC or MA shall be effective as alterations of this present Partnership Contract, also without adherence to this formal requirement.

**<Name of Lead Partner>**  
<Name and title of legal representative>

Signature

Date

**<Name of Partner 1>**  
<Name and title of legal representative>

Signature

Date

**<Name of Partner n>**  
<Name and title of legal representative>

Signature

Date

**Annexes:**

Annex 1: Subsidy contract

Annex 2: Work plan