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**ENPI  
CBCMED**  
CROSS-BORDER COOPERATION  
IN THE MEDITERRANEAN

## Project Implementation Manual

# Partnership Agreement

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## Introduction

Whereas the Grant Contract establishes a legal base between the Joint Managing Authority (JMA) and the Beneficiary (or Applicant), the Partnership Agreement (PA) sets the legal framework between the Beneficiary and all project partners. Therefore, Beneficiaries and partners should have knowledge of all the obligations deriving from this document.

The PA, in accordance with the description contained in the Grant Application Form (GAF) submitted, and the rules and conditions laid down by the ENPI CBC MED Programme regulations and documents, sets out:

- the modalities of the relations among the Beneficiary and the partners of the project
- the responsibilities of each party to ensure proper management and a joint and effective implementation of the project

The **PA is part of the Grant Contract** which is signed between the JMA and the Beneficiary. Once the project has been selected, during the negotiation phase, a PA has to be drafted, **shared and signed by all project partners** in order to be annexed to the Grant contract.

The signature of the PA by all the partners is an essential condition for signing the Grant Contract, as it includes the acceptance of all contractual obligations set out in the Grant Contract.

A template of PA and guidelines for the drafting and signature are available in the application packs of the different calls for proposals. The template provides the minimum requirements needed, meaning that the provisions may be specified or additional contents may be included with additional clauses/annexes in order to adapt at best the agreement to the needs, the legal and administrative framework of the Partnership.

During the negotiation phase, support is offered by the staff of the JMA and JTS in order to verify that the clauses included in the PA do not contradict the legal base of the ENPI CBC MED Programme and the contractual conditions of the Grant Contract. In any case the Beneficiary shall previously consult the JMA/JTS on the final draft before its signature by the partnership. The Beneficiary shall also consult any further modifications.

## Partnership Agreement signature

According to the Guidelines for Applicants for standard and strategic projects, a Partnership Agreement signed in original (hand-written) between the Beneficiary and the partners must be provided to the JMA. Only after its submission, the JMA will sign the Grant Contract with the Beneficiary.

In order to be considered as signed in original, **the PA must bear the full handwritten signatures of the legal representatives of the Beneficiary and each partner.**



The JMA accepts as signed in original the PA submitted according to one of the two following options:

- 1) Three original documents having the full handwritten signatures in the final page by all the partners (compulsory). In this case, a meeting should probably be scheduled with all the Partners, taking into account that the related costs cannot be considered eligible by the Programme since the Grant Contract has not been signed and that the project has not started its activities (see article 14.1 of the General Conditions of the Grant Contract). The PA should have at the bottom of each page the date of the final version agreed within the partnership. The Beneficiary must send two originals of the PA to the JMA and keep one original for itself. Copies should be made by the Beneficiary to each Partner.

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LP	PP 1
	PP 2
	PP 3
	PP 4
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**OR**

- 2) The Beneficiary shall send the final version of the PA to each partner. Each partner shall sign in original three copies (put its full handwritten signature in the final page) and send them back to the Beneficiary, which will counter sign in the same way. The PA will be considered as signed by all partners when the Beneficiary has collected all the signed last pages with the double signature (Beneficiary and partner). Please note that if this option is chosen, the PA should have at the bottom of each page the date of the final version agreed within the partnership and a number of final pages with the signatures equal to the number of Partners involved. The Beneficiary must send two originals of the PA to the JMA and keep one original for itself. Copies should be made by the Beneficiary to each partner.



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## Main provisions included in the Partnership Agreement

The PA should include at least the following main provisions:

### Main provisions of a partnership agreement

- Duration of the agreement
- Parties to the agreement
- Subject of the agreement – project title/reference number
- Obligations of the Beneficiary and the partners
- Sources of financing including the agreed amount of co-financing
- Roles and responsibilities of the Beneficiary and partners
- List of activities to be undertaken and involvement of different actors (Beneficiary and partners) to detail information related to the GAF
- Agreement on payments and transfers of funds and the documentation needed
- Organisational structure of the partnership, including setting up of a steering committee
- Communication and dissemination of project results and publicity rules
- Ownership of results and intellectual property (if you need additional details on contract conditions)
- Responsibilities for accounting, document archiving, reporting, monitoring and expenditure verification
- Responsibilities for recoveries
- Information on the dispute settlement (possible arbitration)
- Conditions and procedures for modifications to the agreement



- List of annexes (i.e: details about the activity plan, the budget or the organisational structure of the partnership)
- Working language

#### **Important last remarks:**

- The PA is a **key factor of success** as it can ensure the smooth implementation of your project
- Do not just sign the model proposed by the Programme bodies. **Discuss its content** within the partnership and ensure a shared understanding
- Take into account that it is the **only legal link** between the Partners and the project
- As controls can take place for up to **7 years** after the payment of the balance of the EC contribution to the project, this legal link needs to remain in force for the same period.

#### **Useful contacts**

This document has been drawn up by the JTS officers. For further information, the Beneficiaries can contact the following officer, preferably by email:

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