Model Partnership Agreement

Project ID: …
Project acronym: …
Project title: …

Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme

Note: Present template of the Partnership Agreement contains the minimum requirements requested by the programme implementing bodies. Project partnerships are invited to complete and complement the suggested provisions, without contradicting the programme rules and the Subsidy Contract or the rules set in the prepared paragraphs of the document.

Partnership Agreement

for the implementation of the Project

[acronym]

[project title]

within the Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme

between

the Lead Partner [full name and address]

and

Partner 1 [full name and address]

Partner 2 [full name and address]

Partner n [full name and address]

(hereinafter jointly referred to as the Parties).

on the basis of:

- Regulation (EU) 2021/1060 of the European Parliament and of the Council of 24 June 2021 laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy (hereinafter referred to as the CPR);

- Regulation (EU) 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund (hereinafter referred to as the ERDF Regulation);

- Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments (hereinafter referred to as the Interreg Regulation);

- Regulation (EU) 2021/947 of the European Parliament and of the Council of 9 June 2021 establishing the Neighbourhood, Development and International Cooperation Instrument – Global Europe, amending and repealing Decision No 466/2014/EU of the European Parliament and of the Council and repealing Regulation (EU) 2017/1601 of the European Parliament and of the Council and Council Regulation (EC, Euratom) No 480/2009 (hereinafter referred to as the NDICI Regulation);

- Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union;

- the Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme, approved by the European Commission on 3 November 2022 by Decision Ref No C(2022)8029 (hereinafter referred to as the Programme);

- the Guidelines for Applicants of the 2nd Call for Proposals (HUSKROUA/25) of the Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme, approved by Monitoring Committee on DD.MM.YYYY, laying down the programme specific rules for the implementation of projects (hereinafter referred to as the Guidelines for Applicants);

- the Project Implementation Manual of the Programme, laying down specific rules for the implementation of projects financed under the Programme (hereinafter referred to as the Project Implementation Manual);

- Eligibility of expenditures of the Programme

- Indicator Guide of the Programme
- Visibility Manual of the Programme, laying down the programme specific rules on information and publicity measures of the projects (hereinafter referred to as the Visibility Manual);

- Project [acronym] as drafted in the application and approved by the Monitoring Committee of the Programme;

- Subsidy Contract concluded for the implementation of the Project between the Lead Partner and the Managing Authority;

- National rules to be applied by the Lead Partner and its Partners;

- Implementing acts and delegated acts adopted in accordance with the aforementioned legislation and the aforementioned documents as corrected or amended.

Article 1
Definitions

1. **Lead Partner:** The Lead Partner is designated by the Partners and has full financial and administrative responsibility for the EU contribution for the entire duration of the Subsidy Contract stipulated with the Managing Authority for the implementation of the Project. The Lead Partner has functional (co-ordination of the project activities) and financial responsibilities related

to the EU contribution, i.e. it has to guarantee the sound financial management of the EU funds allocated to the Project. The Lead Partner is also responsible for the proper reporting of progress during project implementation to the Joint Secretariat.

2. **Partner:** an organisation actively participating in the implementation of a project with a responsibility to properly implement its project part in particular and assisting the lead partner in order to meet project level objectives. Partner is an organisation that is explicitly listed as a partner in the application, one that receives funding and, therefore, has a budget in the application form.

3. **Partner not receiving financial support:** There can be partner organisations which do not receive EU contribution for their activities performed in the framework of the Project. Thus, in their case the defined budget is zero. However, their contribution to the project implementation needs to be justified and their project-related activities have to be reported.

4. **Project part:** A set of activities within the Project as a whole, undertaken by the Lead Partner or another Partner in a defined timeframe and with a defined budget, presented in the application and approved by the Monitoring Committee. In case when a Partner does not receive financial support, the defined budget is zero.

5. **Managing Authority:** the Hungarian Ministry of Foreign Affairs and Trade, signing the Subsidy Contract with the Lead Partner.

6. **Joint Secretariat:** set up within Széchenyi Programme Office Nonprofit Llc, a joint organisation of the Partner Countries participating in the Programme, in charge of the direct monitoring of project implementation.

Article 2
Scope of the Partnership Agreement

1. The Parties, through the present Partnership Agreement, lay down the rules of procedures for the activities to be carried out and the relations that shall govern the partnership set up in order to successfully and efficiently implement the above-mentioned cross-border Project. This Agreement shall also define their mutual responsibilities concerning the administrative and financial management of the Project.

2. The application as approved by the Monitoring Committee and the signed Subsidy Contract (with all its provisions) are to be regarded as integral parts of this Agreement, therefore their content and the obligations set by the above-mentioned documents have to be fully respected by the Parties.

3. The Parties are aware of the legal framework and the other relevant norms affecting the project. In case the Subsidy Contract is amended, it may affect the Partnership Agreement, it shall be adjusted accordingly.

Article 3
Duration of the Agreement

1. The Partnership Agreement is valid from the date of signature by all Parties and enters into force from the day the Subsidy Contract between the Managing Authority and the Lead Partner enters into force. It shall remain in force until the Lead Partner has discharged in full its obligations arising from the Subsidy Contract towards the Managing Authority, including the period of availability of documents for financial controls.

2. This Agreement shall also remain in force if there is any non-resolved dispute among the Parties at an out-of-court arbitration body.

3. The breach of the obligations of the Partnership Agreement by the Lead Partner or one of the Partners may lead to an early termination of its participation in the Project. This termination has to be decided by consensus by all the other Partners in a documented manner, provided that the eligibility rules of the Call for Proposals are kept with the remaining or newly entered Partners, and that the consequently initiated amendment of the Subsidy Contract is successfully approved by the Monitoring Committee. However, the Partner leaving the partnership will be obliged by the present Agreement for its whole duration with regard to the activities carried out and expenditure incurred until that moment. In case the Subsidy Contract terminates, the present Partnership Agreement is terminated as well.

Article 4
Activities of the Partners in the Project

1. The activities of the Partners as well as the role of the Lead Partner and of each Partner are described in the application approved by the Monitoring Committee.

2. The Partners take into account all rules and obligations as set out in the Subsidy Contract and its Annexes.

3. The Partners commit themselves to undertake everything in their power to foster the successful and efficient implementation of the Project.

Article 5
Specific obligations of the Lead Partner

1. The Lead Partner is responsible for the overall co-ordination and effective implementation of the Project and shall take all the steps needed to correctly manage the Project in accordance with the application approved by the Monitoring Committee and in line with the Subsidy Contract and the Partnership Agreement.

2. In addition as a general obligation the Lead Partner shall:

   a) represent the Partners towards the Managing Authority / Joint Secretariat / other programme management bodies;

b) sign the Subsidy Contract (and its possible amendments), inform all Partners on the signature of the Subsidy Contract and provide all Partners with a copy thereof;

c) appoint a project manager who has the operational responsibility for the co-ordination and documentation of the overall Project;

d) react promptly to any request made by the Managing Authority and the Joint Secretariat;

e) keep the Partners informed on a regular basis about all relevant communication between the Lead Partner and the Joint Secretariat, furthermore between the Lead Partner and the Managing Authority;

f) inform all Partners on the progress of the overall Project, in particular with reference to its objectives and results as set in the Subsidy Contract or any later amendments;

g) without any delay inform the Partners about all essential issues connected to project implementation (e.g. about any variation of the conditions at the basis of the present Agreement or about any modification that could influence the performance of the Project, the information activity or the payment of financing);

h) notify the Partners and the Joint Secretariat / Managing Authority 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;

i) guarantee the sound financial management of the funds allocated for the implementation of the Project, including the separate set-up of the project accounting and the supporting documents storage system at Lead Partner and at the Partners as well, and including the arrangements for recovering amounts unduly paid;

j) ensure that the expenditure presented by all Partners receiving financial support has been paid in implementing the Project and that it corresponds to the activities agreed between the Partners and indicated in the approved application;

k) prepare and submit the Application for Reimbursement together with the Project Reports, the Final Project Report and the Project Follow-up Reports (if relevant) to the Joint Secretariat, keeping the deadlines indicated in the Subsidy Contract;

l) receive, on behalf of all Partners receiving financial support the payments of the EU contribution from the Managing Authority;

m) transfer the EU contribution to the Partners receiving financial support, according to the Application for Reimbursement approved by the Joint Secretariat, **within [number of days to be defined by the partnership[1]] calendar days** and in full – no amount shall be deducted or withheld and no specific charge or other charge with equivalent effect shall be levied that would reduce that amount for the other Partners;

n) ensure that all Partners are involved in the decision making regarding to the Project, and especially agree with the Partners before submitting any request for reallocation between budget lines and for an amendment of the Subsidy Contract to the Joint Secretariat / Managing Authority.

o) support the Partners in implementing their obligations by giving them the correct information, indications and clarifications on the procedures;

[1] We strongly advise the partnership to define 10 calendar days to ensure smooth financial flow.

p) make sure that all Partners comply with EU and national legislation including rules on public procurement, State aid, publicity, furthermore rules on environmental protection and equal opportunities;

q) report in accordance with the existing legislation and national guidelines if the project activities contain elements of State aid;

r) implement its individual part of the Project accordingly;

s) enable the responsible bodies to carry out their audit and monitoring / evaluation / activities;

t) guarantee the systematic collection and the safe storage of all the documentation regarding project expenditure and activities at the Lead Partner and at Partners;

u) keep a copy of all project documents prepared by the Partners or other organisations;

v) carry out project level accounting;

w) ensure that no double funding or double reporting of expenditure takes place;

x) review the appropriate spending of the EU contribution by the Partners receiving financial support, the condition of the Partners' project part and the preparation of the required documents and records for project closure.

Article 6
Obligations of the Partners

1. In particular, each Partner shall

a) support the Lead Partner in fulfilling its tasks as stipulated in the Subsidy Contract and its Annexes;

b) without any delay provide the Lead Partner with any information needed to draw up the Project Reports, the Final Project Report and the Project Follow-up Reports (if relevant), react on any request by the Managing Authority or the Joint Secretariat, or provide any further information needed by the Lead Partner;

c) assure the smooth implementation of the part of the Project they are responsible for in accordance with the Subsidy Contract and its Annexes;

d) to finance the own contribution of their respective project part in amount as set in Annex II to the Subsidy Contract;

e) inform the Lead Partner immediately about any circumstances that could lead to a temporary or final discontinuation of the project part or any other deviation of the implementation of the project part, including any variations to its part of project budget or work plan;

f) appoint a contact person for the implementation of the part of the Project under their responsibility;

g) contribute to overall project aims according to their part undertaken with due care and motivation, completing their activities foreseen for each reporting period of the project implementation;

h) maintain either a separate accounting system or an adequate accounting code for transactions related to the project part according to the rules of Eligibility of Expenditures;

i) inform the Lead Partner on the details of the bank account to which the EU contribution of the Partner receiving financial support shall be transferred, furthermore the Lead Partner must be informed about any changes concerning the bank account;

j) co-operate with the Lead Partner for the effective implementation of the Project, actively take part in decision-making during the Project;

k) In case when the given partner's location is in a Member State of the EU, to manage the public procurement of services, supplies / goods / equipment and works in accordance with national public procurement rules in force, depending on the seat and operational area of the given organisation. In any other case of procurements, the partner has to follow the rules set in the Eligibility of Expenditures. In case when the given partner's location is in Ukraine to manage the procurements according to the Appendix A of the Eligibility of Expenditures;

l) to meet the reporting requirements using the INTERREG+ electronic monitoring system of the Programme and to ensure any other documentation as well as IT security and data protection related obligations;

m) have its expenditures incurred and paid (with the exemption of simplified costs) in the given reporting period and have them verified – if relevant – by the identified Control Body. The expenditure of the Partners receiving financial support not covered by Declarations on Verification of Expenditure in the given reporting period can be reported in a further reporting period , except for preparation costs reimbursed on a real cost basis – as a general rule these can be verified and requested only in the first reporting period;

n) comply with EU- and national rules, including rules on eligibility of costs, public procurement, State aid, publicity, further rules on environmental protection and equal opportunities as contained in the Project Implementation Manual, Eligibility of expenditures, Visibility Manual;

o) report in accordance with the existing legislation and national/regional guidelines if the Project activities contain elements of State aid;

p) guarantee the systematic and safe collection of all the documentation regarding its part of project expenditure and its transmission to the Lead Partner, as well as to guarantee the access to documents and to the project results to all the representatives of the institutions in charge of verifications and to the bodies authorised to monitor or audit the Project;

q) as a general rule not subcontract 100% of the activities from their part of the Project;

r) be responsible for the sound financial management of the funding allocated to its project part, including the arrangements for recovering amounts unduly paid (EU contribution, state contribution, if relevant, and other public contribution).

Exemption from points d), h), i), k), m), n), q) and r) is applicable for Partners not receiving financial support.

Article 7
Responsibilities of the Lead Partner and of the Partners

1. The Lead Partner solely assumes responsibility for the entire Project towards the Managing Authority as defined in the Subsidy Contract.

2. The Lead Partner is the intermediary for all communications between the Partners and the Joint Secretariat and the Managing Authority; where information from the Partners is required, the Lead Partner shall be responsible for obtaining, verifying and consolidating this information before passing it on to the Managing Authority; any information provided, as well as any request communicated by the Lead Partner to the Managing Authority shall be deemed to have been forwarded in agreement with all Partners.

3. Each Partner is directly and exclusively responsible to the Lead Partner for the due implementation of its respective project part and for the proper fulfilment of its obligations as set out in the Partnership Agreement and in the application. Should a Partner not fulfil its obligations under this Agreement in due time, the Lead Partner shall admonish the Partner to fulfil them within a reasonable period of time. The Partners undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the Lead Partner may decide to debar the Partner concerned from the Project with approval of the other Partners. The Joint Secretariat and the Managing Authority shall be promptly informed of such an intended decision by the Lead Partner, and the change in the partnership has to be approved according to the provisions set out in the Project Implementation Manual.

4. The Lead Partner and each Partner receiving financial support shall take the financial responsibility for the EU contribution and, if relevant, the related state contribution it has received for its project part.

5. In case of irregularities the Lead Partner bears the overall responsibility towards the Managing Authority for the repayment of the EU contribution amounts unduly paid, also with interest charged on late payment, if relevant. By way of the derogation from this principle, if the irregularity is committed by a Partner receiving financial support, the concerned organisation shall repay to the Lead Partner the amounts unduly paid. When amounts unduly paid to a Partner cannot be recovered due to negligence of the Lead Partner, the Lead Partner shall remain responsible for the repayment.

Article 8
Reporting obligations of the Partners

1. The Lead Partner can only submit an Application for Reimbursement to the Joint Secretariat by providing proof of progress of the Project. Therefore, in order to provide adequate information on the progress of the Project, each Partner receiving financial support has to submit a Project Partner Report in INTERREG+ system, consisting of an activity part describing the activities carried out with their outputs and results during the reporting period, and of a financial part presenting the financial progress of the project part compared to the finalised Project Form..

2. The Partners have to respect the reporting deadlines of the Subsidy Contract and have to submit their Project Partner Report in due time through the INTERREG+ system. Project Partner Reports and Declarations on Verification of Expenditure not available to the Lead Partner in the system within the set deadline will not be included in the Project Report (or any other report) and Application for Reimbursement of the Lead Partner, to be submitted to the Joint Secretariat. The Lead Partner shall report on activities performed by the Partners without budget (if any) in the Project Report.

3. The Project Partner Reports should be drawn up in Euro. Partners from Partner Countries which have not adopted the Euro as their currency shall convert into Euro the amounts of expenditure incurred in national currency before submission for verification to the responsible Control Body. The expenditures shall be converted as described in Annex I to the Subsidy Contract (General Terms and Conditions). The exchange rate risk is borne by the Partner concerned.

Article 9
Audits

1. For audit purposes each Partner shall

   a) retain all files, documents, receipts and data about the Project at least within the timeframe stipulated in Article 82(1) of the CPR and further detailed in the Project Implementation Manual, either in original or in copies on commonly used data media safely and orderly;

   b) enable the Managing Authority, Joint Secretariat, Audit Authority, the responsible auditing bodies of the European Union and the auditing bodies of the Partner Country it is based in to audit the proper use of funds;

   c) provide these authorities with any information about the Project they request;

   d) provide them access to the databases, the accounting books and accounting documents and other documentation related to the Project, whereby the auditing bodies decide on this relation, within the timeframe stipulated in Article 82(1) of the CPR and further detailed in the Project Implementation Manual;

   e) provide them access to the place where the Project has been implemented and their business premises during the ordinary business hours and also beyond these hours by arrangement, and allow them to carry out on-the-spot-checks related to the Project within the timeframe stipulated in Article 82(1) of the CPR and further detailed in the Project Implementation Manual;

   f) without any delay provide the Lead Partner with any information needed in connection to such an audit;

   g) observe the recommendations received after an audit.

Article 10
Information and publicity

1. Any publicity measure undertaken by any of the Partner shall be conducted in accordance with the rules on information and publicity laid down in the Visibility Manual.

2. Information and publicity measures shall be co-ordinated among the Partners. Each Partner is equally responsible for promoting the fact that co-financing for the Project is provided from EU contribution within the framework of the Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme, and is responsible for ensuring the adequate promotion of the Project.

3. The Partners take note of the fact that the results of the Project as well as any study or analysis produced in the course of the Project can be made available to the public and they agree that the results of the Project shall be available for all Partners and for the public free of charge.

4. The Partners agree that the Lead Partner may provide the Joint Secretariat / Managing Authority or other programme management bodies to publish, in whatever form, unrestricted as far as data protection is concerned, and on or by whatever medium, with the following information:
   - title and acronym of the Project;
   - the name of the Lead Partner and of the Partners;
   - the total cost of the Project, the amount of subsidy and the EU co-financing rate;
   - the name of the fund, the specific Priority and objective concerned;
   - the purpose of the EU contribution (i.e. the overall objective of the Project) and the expected or actual achievements;
   - start date and (expected or actual) date of completion;
   - the geographical location of the Project and/or the location of the Lead Partner and the Partners;
   - project results, evaluations and summaries;
   - any other information about the Project, if considered relevant, and all publicity material of the Project such as photographic and video content, news announcements etc.

Article 11
Ownership, use of results

1. The Parties undertake to enforce the applicable law on intellectual property rights, regarding any outcome that might be produced during the implementation of the Project.

2. Ownership of the results of the Project, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the Lead Partner and the Partners.

3. Without prejudice to the previous paragraph, the Partners grant the Joint Secretariat and the Managing Authority the right to make free use of the results of the Project, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights. The Partners shall find individual arrangements in those cases where intellectual property rights (such as for data acquired for the Project which do not belong to public domain) already exist.

4. The Project 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]**

5. The Project Partners agree that owners of the Project outputs/deliverables are the following:
   - **[output owner's name] is the owner of the [name of output/deliverable]**
   - **[output owner's name] is the owner of the [name of output/deliverable]**
   - **[output owner's name] is the owner of the [name of output/deliverable]**

6. The Lead Partner and the Partners commit themselves to establish and maintain an inventory of all fixed assets acquired, built or improved within the Project.

7. As to the sustainability of project results after the end of the implementation period, further as to the steps to be taken after project closure, the Partners agree on the following activities and designate the following rights and duties within the project partnership:

   a) [name of Lead Partner, project result to be sustained, activities to be performed, location/tools/financial framework and source];

   b) [name of Partner n. etc].

8. The Lead Partner and the Partners cannot mortgage or impose any other form of bank guarantee on the goods purchased from the financing throughout the implementation period of the Project and, as a general rule, five years after the date of the final payment to the Lead Partner. In case of state aid relevance, state aid rules apply.

9. In case of purchase costs co-financed, the owners shall not substantially modify their respective project parts affecting its nature or its implementation conditions or giving to a firm or a public body an undue advantage; and resulting either from a change in the nature of ownership of an item of infrastructure or the cessation or relocation of a productive activity outside the NUTS 2 region in which it received support at least within five years from the final payment to the Partner, except where State aid rules provide for a different period.

Article 12
Changes in the project partnership

1. Being aware of the fact that all changes in the project partnership – with the exception of legal succession – need an approval of the Monitoring Committee and that the Managing Authority is entitled to withdraw from the Subsidy Contract if the number of Partners falls below the minimum number of participants, the Partners agree not to back out of the Project unless there are unavoidable reasons for it.

2. In case a Partner withdraws from the Project or is debarred from it, the remaining Partners shall undertake to find a rapid and efficient solution to ensure further proper project implementation without any delay. Consequently, the Partners shall endeavour to cover the contribution of the withdrawing Partner, either by assuming its tasks by one or more of the remaining Partners or by asking a new Partner to join the project partnership, respecting the relevant programme provisions.

3. The Lead Partner shall inform the Joint Secretariat and the Managing Authority as soon as changes in the project partnership are foreseeable. The changes in the partnership enter into force only after approval by the Monitoring Committee.

4. The provisions set for audits in Article 9 remain applicable to the Partner that backed out of the Project or was debarred from the Project.

Article 13
Irregularities and the repayment of funds

1. If the Managing Authority should – based on the provisions of the Subsidy Contract – request the repayment of EU contribution from the Lead Partner, the latter shall call upon the Partner that had caused the irregularity resulting in the repayment of the EU contribution unduly paid according to the request of the Managing Authority.

2. The Partner in question has to repay the requested EU contribution together with the interest on late payment (if relevant) to the Lead Partner.

3. The Partner has to respect the deadline given by the Managing Authority to the Lead Partner for the repayment of the EU contribution. The Partner has to transfer the requested EU contribution together with the interest on late payment (if relevant) to the Lead Partner **[to be defined by the partnership] calendar days** before the deadline set for the Lead Partner.

Article 14
Cooperation with third parties, assignment

1. In case of co-operation with third parties (e.g. concluding sub-contracts) the given Partner shall remain the sole responsible toward the Lead Partner concerning the compliance with its obligations as set out in the present Agreement. Any contracts with third parties will have to be concluded in accordance with EU and national legislation. No Partner shall have the right to transfer its rights and obligations to third parties. The Lead Partner shall be informed by the Partner about the subject and party of any contract concluded with a third party.

2. In case of legal succession, e.g. when the Partner changes its legal form, the Partner is obliged to transfer all duties under this Agreement to the legal successor. The Partner shall notify the Lead Partner in written form within **[to be defined by the partnership] calendar days** from the date of the legal succession being effected. The Lead Partner shall notify the Joint Secretariat according to the provisions set out in the Subsidy Contract.

Article 15
Language

1. The working language of the partnership shall be **[language chosen by the Partners]**. Any official internal document of the Project shall be made available in English.

2. Present Agreement is concluded in English. In case of translation of this Agreement and its annexes into another language the English version shall prevail.

Article 16
Applicable law, liability and force majeure

1. Present Agreement is governed by **[law agreed by the partnership, e.g. of LP's country]**. Each 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 Agreement.

2. No Party shall be held liable for not complying with the obligations ensuring from this Agreement should the non-compliance be caused by force majeure. In such a case, the Partner involved must announce this immediately in writing to the other Partners.

Article 17
Concluding provisions

1. Any amendments to this Agreement shall be in writing and shall be signed by all Parties.

2. In case of collision between the Subsidy Contract and this Partnership Agreement, the Subsidy Contract shall prevail.

3. Amendments and supplements to the present Agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such. The Lead Partner shall notify the Joint Secretariat and the Managing Authority of any amendment or supplement to the present Agreement.

4. If any provision in this Agreement should be wholly or partly ineffective, the rest of the provisions remain binding for the Parties. In such cases the Parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.

5. The Parties commit themselves to take measures in order to ensure that all staff members carrying out work within the Project respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties or use it without prior written consent of the Lead Partner and the Partner that provided the information.

6. The Parties will make efforts to settle any disputes arising from this Agreement out of court. In case an agreement cannot be made in due time, the Parties herewith agree that **[name and address of the forum]** shall have jurisdiction to rule in all legal disputes arising from this Agreement.

7. **[number of Parties signing the Partnership Agreement + 3]** original copies will be made of this Agreement of which each Party keeps one original, while three originals are attached to the Subsidy Contracts.

8. The Parties signing the Partnership Agreement have fully understood and accepted the contents of the Subsidy Contract and undertake the activities and responsibilities in the meaning as included therein.

Name of Lead Partner:	

Name and title of legally authorised representative:	
Place, date and stamp:	
Signature:	

Name of Partner n:	
Name and title of legally authorised representative:	
Place, date and stamp:	
Signature:	

** Tables are to be copied according to the number of Parties. A given copy of the Partnership Agreement is **only valid if all Parties have signed it.***

Annex 1 to the Partnership Agreement:

Details of the bank accounts to which the EU contribution of the Partners receiving financial support shall be transferred, data (name and address of bank, IBAN number and SWIFT code of the account) per Partner[2]

Lead Partner	
Name of bank	
Address of bank	
SWIFT code	
IBAN of the account	

Partner n.	
Name of bank	
Address of bank	
SWIFT code	
IBAN of the account	

[2] As ruled by the Guidelines for Applicants, a separate EUR bank account by the Lead Partner for the purposes of the project shall be opened. This bank must be located in the country where the Lead Partner is registered. All Ukrainian Project Participants are obliged to open a bank account in EURO in case of public bodies at the State Treasure, and in case of any others by any of the state-owned banks. The Lead Partner must inform the Managing Authority about any changes in the bank requisites.