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**Version 2.**

**Approved by the JMC of the Poland-Russia CBC Programme on March 25th, 2019**

**PARTNERSHIP AGREEMENT[[1]](#footnote-2)**

on implementation of the Project **"[Project title and no.]"**

in accordance with the decision of the Joint Monitoring Committee of [yyyy.mm.dd]

within the Poland-Russia Cross-border Cooperation Programme 2014-2020

between:

[Full official name of the Lead Beneficiary]

[Legal status (organisation)]

[Organisation official registration number]

[Full official address]

[VAT number, for VAT registered Beneficiaries],

acting as **"the Lead Beneficiary"**,

represented by [full name and position of a person representing the Lead Beneficiary],

based on [please refer to the relevant documents /statute OR “authorization no. ………. as of ………., attached hereto as Annex no. …………”]*,*

and

[Full official name of the Beneficiary]

[Legal status (organisation)]

[Organisation official registration number]

[Full official address]

[VAT number, for VAT registered Beneficiaries],

acting as **"Beneficiary 1"**[[2]](#footnote-3),

represented by [full name and position of a person representing Beneficiary 1],

based on [please refer to the relevant documents /statute OR “authorization no. ………. as of ………., attached hereto as Annex no. …………”]*,*

hereinafter referred to jointly as **"the Parties"**,

who have agreed as follows:

**§ 1**

**DEFINITIONS**

For the purposes of this Agreement, the terms listed below shall have the following meaning:

1. **Beneficiary** – an entity indicated in the Application Form, who participates in the Project under the conditions of the Grant Contract;
2. **Beneficiaries’ co-financing** – financial contribution to the total costs of the Project made by the Beneficiaries, as provided in the Application Form;
3. **co-financing rate** – a quotient of the value of the grant allocated for the whole Project and the total values of eligible expenditure of the Project (as defined in the Application Form and the Project Budget) expressed in percentages accurate to the second decimal place. Co-financing rate may not exceed 90,00% of the total eligible expenditures of the Project;
4. **EU co-financing** – funds originating from the EU (European Regional Development Fund -ERDF and European Neighbourhood Instrument -ENI) allocated to the Project;
5. **eligible expenditure** – confirmed by auditor expenditure or costs duly incurred by the Beneficiaries, with reference to the implementation of the Project under the Programme, pursuant to the eligibility requirements defined in the Grant Contract, applicable provisions of the EU regulations, the Agreement on financing and implementation of the Cross Border Cooperation Programme “Poland-Russia”2014-2020 signed between the European Commission, the Government of the Russian Federation and the Government of the Republic of Poland, national regulations of the Beneficiaries, and additional instructions and clarifications provided in the binding version of the Programme Manual;
6. **financial correction** – an amount by which the amount of the grant for the Project is decreased due to individual or systemic irregularities detected in the Project;
7. **grant** – a direct financial contribution, by way of award, from the Programme budget (EU co-financing and the Russian Federation co-financing) in order to co-finance the Project. The grant includes the EU co-financing and the Russian Federation co-financing;
8. **Grant Contract** – a contract allocating the EU and if applicable Russian Federation funds for the purpose of implementation of the Project …………….(Project title) in accordance with the decision of the Joint Monitoring Committee of *(yyyy.mm.dd)* ………………….. within the Poland-Russia Cross-border Cooperation Programme 2014-2020;
9. **indirect costs** – costs which are necessary for the implementation of the Project, but which may not be identified as specific costs directly linked to the implementation of the Project and may not be booked to it directly according to the conditions of eligibility, in line with article 51 of the Commission Implementing Regulation no. 897/2014 of 18 August 2014;
10. **ineligible expenditure** – each and every expenditure or cost which does not comply with the requirements set in the Grant Contract and related documents;
11. **irregularities** – any infringement of the Grant Contract or of the applicable law resulting from an act or omission by the Beneficiaries involved in the Project implementation, which has, or would have, the effect of prejudicing the budget of the Programme by charging an unjustified item of expenditure in the interim/final reports;
12. **Joint Monitoring Committee (JMC)** – the joint committee responsible for the award of grants and monitoring of the Programme implementation;
13. **Joint Technical Secretariat (JTS)** – the body set up by the participating countries to assist the Programme bodies;
14. **Lead Beneficiary** – the Beneficiary designated to represent the partnership. The Lead Beneficiary shall sign the Grant Contract and is responsible for the financial and technical implementation of the Project;
15. **Lead Beneficiary’s account** – a bank account to which the grant is transferred, indicated in Annex V to the Grant Contract;
16. **Managing Authority (MA)** – the authority or body appointed by the participating countries as responsible for managing the Programme; in the Poland-Russia Cross-border Cooperation Programme 2014-2020 – the Ministry of Investment and Economic Development of the Republic of Poland;
17. **Guidelines on expenditure verification** – a document adopted by the Joint Monitoring Committee providing the principles of auditor's responsibilities, the type and scope of the expenditure verification;
18. **Programme documents** – documents approved by the Joint Monitoring Committee , which are applicable to the Programme implementation;
19. **Programme** – the Poland-Russia Cross-border Cooperation Programme 2014-2020;
20. **Programme Manual** – a document providing the principles of project preparation, implementation, monitoring, financial management, payments and durability. The Programme Manual consists of Part I and Part II, which were adopted by the Joint Monitoring Committee. The Beneficiaries shall have access to the current version of the Programme Manual on the Programme website and shall be informed immediately via the Programme website [www.plru.eu](http://www.plru.eu) about any amendments to the document;
21. **Programme website** – [www.plru.eu](http://www.plru.eu);
22. **Project** – a series of activities defined and managed in relation to the objectives, outputs, results and impacts which it aims to achieve within a defined time-period and budget, as defined in the Application Form, implemented under the Programme based on the Grant Contract;
23. **Russian Federation co-financing** – funds originating from the Russian Federation allocated to the Project. The Russian Federation co-financing will be used for co-financing of the actions within the Project by Russian Beneficiaries only.
24. **Staff costs** – the costs of staff employed by the Beneficiaries and directly engaged in the Project implementation, settled within the budget line: Staff costs.

*[to be supplemented by Parties, if necessary]*

**§ 2**

**SUBJECT OF THE AGREEMENT**

1. This Agreement provides principles and procedures of cooperation as well as mutual obligations of the Parties for the purpose of implementing the Project "[Project title]" (hereafter – the Project) under the Poland-Russia Cross-border Cooperation Programme 2014-2020 (hereafter – the Programme).
2. Moreover, this Agreement provides requirements relating to correct management by the Parties of the grant allocated for the Project implementation, as well as terms and conditions concerning recovery of funds by the Lead Beneficiary from the Beneficiaries 1-2 [*to change if necessary*] of unduly spent amounts.
3. During the Project implementation and a period of durability, as referred to in the Programme Manual, the Parties shall act in accordance with:
4. the EU law and national regulations binding the Parties, in particular:
	1. Regulation (EU) no. 232/2014 of the European Parliament and of the Council of 11 March 2014 establishing a European Neighbourhood Instrument (ENI);
	2. Regulation (EU) no. 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action;
	3. Commission Implementing Regulation (EU) no. 897/2014 of 18 August 2014 laying down specific provisions for the implementation of cross-border cooperation programmes financed under Regulation (EU) no. 232/2014 of the European Parliament and the Council establishing a European Neighbourhood Instrument (hereafter – the IR);
	4. Regulation (EU, Euratom) no. 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union repealing Council Regulation (EC, Euratom) no. 1605/2002;
	5. Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union;
	6. Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (hereafter – Regulation 2988/95);
	7. national regulations concerning personal data protection;
	8. relevant national (if applicable) and EU legislation on public procurement, including the Agreement on financing and implementation of the CBC Programme Poland – Russia 2014 – 2020 – Annex II “Award of procurement contracts by Russian private beneficiaries”,
	9. relevant national (if applicable) and EU legislation on and state aid;
	10. other applicable national legislation (e.g. labour, tax, environmental, etc.);
5. current versions of the Programme documents, in particular:
	1. Poland –Russia Cross-Border Cooperation Programme 2014-2020;
	2. Programme Manual;
	3. Guidelines on expenditure verification;
6. The Agreement on financing and implementation of the Cross-border Cooperation Programme "Poland-Russia" 2014-2020 signed between the European Commission, the Government of the Russian Federation and the Government of the Republic of Poland on 29 December 2017 (hereafter – the Financing Agreement);
7. as well as:
	1. Grant Contract on implementation of the Project between the Managing Authority (MA) and the Lead Beneficiary;
	2. Application Form and its Annexes attached as Annex III to the Grant Contract;
	3. Budget for the Project, attached as Annex IV to the Grant Contract;
8. The Parties hereby declare they have noted and accepted the aforementioned documents and acknowledge the way of presenting them and amendments to these documents.

**§ 3**

**DURATION OF THE AGREEMENT**

1. This Agreement enters into force on the day when the last of the Parties signs it.
2. This Agreement shall remain valid until all obligations of the Lead Beneficiary as defined in the Grant Contract and all obligations of the Parties under this Agreement have been fulfilled.
3. The Lead Beneficiary is authorised by the Beneficiaries of the Project to sign the Grant Contract with the MA and to assume responsibility for ensuring implementation of the entire Project towards the MA.

**§ 4**

**OBLIGATIONS OF THE LEAD BENEFICIARY**

1. The Lead Beneficiary shall be responsible to the MA for the implementation of the Project. Beneficiaries 1-2 [*to change if necessary*] shall be responsible to the Lead Beneficiary for their part of the activities and costs, i.a. as described in the Application Form and the Budget for the Project, attached as Annex III and Annex IV to the Grant Contract. The Lead Beneficiary is authorised by the Beneficiaries 1-2 [*to change if necessary*] to represent them in all dealings with the MA in the context of the implementation of the Project and shall manage the grant in accordance with the details of this Partnership Agreement, the Grant Contract and the applicable legal framework.
2. In particular, the Lead Beneficiary shall fulfil the following obligations:
3. to ensure timely commencement and implementation of the entire Project in accordance with the time schedule and in compliance with the Grant Contract and the Programme Manual. The Lead Beneficiary shall notify the MA via the JTS immediately of any factors that may affect the deadlines and scope of activities of the Project;
4. to distribute copies of the Grant Contract and other documents related to the Project to the Beneficiaries 1-2 [*to change if necessary*];
5. to ensure smooth operational transfer of the grant via timely financial transactions to Beneficiaries 1-2 [*to change if necessary*], as defined in the Application Form and the Budget of the Project and provide the JTS with the proof of transaction (bank statement) of the transfer with next report submitted;
6. to manage and monitor appropriate spending of the grant awarded (both the EU and the Russian Federation co-financing) in accordance with Programme rules;
7. to carry out the overall accounting of the Project in compliance with the Grant Contract, while paying special atten*tion to the correctnes*s of public procurement procedures taken f*or the needs of the Pr*oject implementation and respecting rules on eligibility of costs and requirements of publicity and visibility;
8. with assistance and approval of the Beneficiaries 1-2 [*to change if necessary*] to timely prepare and submit reports, follow-up budget documentation, handle requests for payments and requests for amendments
9. to consult the Beneficiaries 1-2 [*to change if necessary*] regularly and receive and distribute full information on the progress of the Project;
10. to communicate with the bodies implementing the Programme and to notify the Beneficiaries 1-2 [*to change if necessary*] of any substantial communication with these bodies;
11. to react promptly to any request of the bodies implementing the Programme and the Beneficiaries 1-2 [*to change if necessary*].

**§ 5**

**OBLIGATIONS OF THE BENEFICIARIES**

1. By signing this agreement every Beneficiary, including the Lead Beneficiary, accepts the following duties and obligations to:
2. to timely and properly carry out the activities for which it is responsible according to the Grant Contract;
3. to implement the Project in line with the principles of economy, efficiency and effectiveness, and to adhere to the principles of sound financial management;
4. to follow the requirements of eligibility of costs as it is indicated in the Grant Contract, the Programme Manual and other Programme documents;
5. to draw up and submit expenditure verification reports for its part of the Project;
6. to produce and provide documents, information and data that is required by the Lead Beneficiary to coordinate and monitor the implementation of the Project, and for reporting purposes on time;
7. to select an auditor for the purpose of expenditure verification, as well as ensure the verification of costs incurred within the Project and submission of the expenditure verification certificate for their part of the Project;
8. to timely prepare and provide documents, information and data that are required by the Lead Beneficiary in order to coordinate and monitor the implementation of the Project and for reporting purposes;
9. to abide by all rules and obligations stipulated in the Grant Contract as well as in the Partnership Statement, signed by each Beneficiary during the application process;
10. to produce all documents required for the audit, provide necessary information and, for audit purposes, give an access to premises and sites;
11. to open a separate bank account or sub-account and use a separate accounting and double-entry booking system for accounting the EU co-financing and the Russian Federation co-financing and expenditures within the Project;
12. to retain, for audit purposes, all accounting files, documents and data relating to their part of the Project on customary data storage media, in a safe and orderly manner during the implementation period of the Project and over the period of 5 years after the date of the payment of the final balance for the Programme. Other, longer retention periods, as might be stated by national law, shall remain unaffected;
13. to react promptly (within ............. working days) to any request by the Lead Beneficiary and the Programme bodies;
14. to comply with applicable national legislation and the Programme rules in terms of accountancy, applicable Programme requirements and national legislation in terms of public procurement procedures, visibility, and state aid rules, and the Project implementation requirements, as set in the Grant Contract and the Programme documents;
15. to properly disclose, report and assign to the Project any interest and revenues which occur or may occur with relation to the implementation of the Project and during a relevant reference period after the completion of the Project;
16. to respect all rules and obligations laid down in the applicable legal framework;
17. to assist and allow verifications, interim or ex- post evaluations, monitoring missions, on-the-spot verification visits to the Project to be carried out by the auditors, by the MA or its authorised third parties, the JTS, supported by the Control Contact Point, or the European Commission, the European Anti-Fraud Office, the European Court of Auditors and any external auditor/public officer authorised by the MA. These inspections may take place up to 5 years from the date of payment of the final balance of the Programme. The Beneficiaries shall ensure that all original documents or their copies, certified in line with national legislation, that relate to the implementation of the Project are made available until the above final date of possible inspections. For the purposes of verification, evaluation and monitoring the Beneficiaries shall allow the above entities to:
	1. access the sites and locations at which the Project is implemented;
	2. examine its accounting and information systems, documents (originals, where requested) and databases concerning technical and financial management of the Project;
	3. examine the produced outputs and results of the Project;
	4. take copies of the documents;
	5. carry out on-the-spot verification;
	6. conduct a full audit on the basis of all accounting documents and any other documents relevant to the financing of the Project and the Project budget;
18. to allow the authorities of the Russian Federation to check the expenditure of the Russian Federation co-financing in the Project incurred on the territory of the Russian Federation. These checks may take place up to 5 years from the date of payment of the final balance for of the Programme;
19. to be aware and agree that, for the purposes of protection of the financial interests of the European Union, their data may be transferred to internal audit services, the European Court of Auditors, the Financial Irregularities Panel or the European Anti-Fraud Office;
20. the Project including investments (supplies of fixed assets) and/or an infrastructure component shall repay the grant if, within 5 years of the Project closure or within the period of time set out in the state aid rules, where applicable, it is subject to a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives. In case of such a change, the Beneficiary shall repay sums unduly paid in respect of the Project in proportion to the period for which the requirement has not been fulfilled.
21. Additionally, every Beneficiary, except the Lead Beneficiary, is obliged to:
22. provide the Lead Beneficiary with their parts of reports ( both narrative and financial parts), and produce and deliver to the Lead Beneficiary all information and documentation necessary for the Managing Authority ;
23. timely (within .......... working days) notify the Lead Beneficiary of any event that could lead to any deviation from the Application Form;
24. agree to take all necessary steps enabling the Lead Beneficiary to comply with its responsibilities as set out in the Grant Contract.

**§ 6**

**RIGHTS**

1. Beneficiaries 1-2 [*to change if necessary*] have the right to receive information from the Lead Beneficiary on the issues related to the management of the Project and on the financial flows received from and transferred to the MA.
2. The Lead Beneficiary has the right to receive information and documentation from Beneficiaries 1-2 [*to change if necessary*] related to the activities and expenditures of the Project.

**§ 7**

**LIABILITY**

1. Each Beneficiary, including the Lead Beneficiary, shall be liable to the other Beneficiaries and shall indemnify and hold harmless such other Beneficiaries from and against any liabilities, damages and costs resulting from the non-compliance of its duties and obligations as set forth in this Agreement and its annexes.
2. No party shall be held liable for not complying with obligations ensuing from this Agreement in case of force majeure. In such case, a Beneficiary involved must announce this immediately in writing to the other Beneficiaries.
3. The MA/JTS are not parties of the Partnership Agreement or in any disputes that may arise between the contracting parties or towards third parties.

**§ 8**

**REPORTS**

1. Each Beneficiary, including the Lead Beneficiary, **shall prepare their individual start-up, brief narrative, interim and final reports, as stipulated in §16 of the Grant Contract,** with respective attachments, provide auditors’ certificates, evidence documents on the implemented activities and the incurred expenditures, etc. The Beneficiaries 1-2 [*to change if necessary*] shall submit their individual reports to the Lead Beneficiary for the development of respective consolidated reports in accordance with the requirements stipulated for the Lead Beneficiary in the Grant Contract and the Guidelines on expenditure verification within deadlines stated in the Programme Manual.
2. Beneficiaries 1-2 [*to change if necessary*] must provide the Lead Beneficiary with all information needed to draw up consolidated reports and other documents required by the bodies implementing the Programme.
3. For the purpose of the preparation of consolidated start-up and brief narrative reports, the deadline for submission of individual reporting documentation by the Beneficiaries 1-2 [*to change if necessary*] to the Lead Beneficiary is .................[min. 10] working days before the deadline when a respective consolidated report should be submitted to the JTS.
4. For the purpose of the preparation of consolidated interim and final reports, the deadline for submission of individual reporting documentation by the Beneficiaries 1-2 [*to change if necessary*] to the Lead Beneficiary is ................. [min. 10] working days before the deadline when a respective consolidated report should be submitted to the JTS.
5. The Lead Beneficiary shall send to Beneficiaries 1-2 [*to change if necessary*] an electronic version of each report submitted to the Programme bodies and shall keep them informed of all relevant correspondence in this respect.
6. In the event of the default of reports or in the event of non-fulfilment of the rules concerning the eligibility of expenditure during the verification of reports by the JTS, the Lead Beneficiary shall request the Beneficiaries 1-2 [*to change if necessary*] to redraft the submitted reports within ........... [max. 10] working days. The Lead Beneficiary shall use official methods of correspondence with Beneficiaries 1-2 [*to change if necessary*] to receive answers to its requests. If the Beneficiaries 1-2 [*to change if necessary*] fail to comply with the set deadline, the Lead Beneficiary may deny the ineligible expenditure declared by a Beneficiary from the report. In that case, the Lead Beneficiary is obliged to inform the Beneficiary concerned on the denial of the expenditure declared and the justification thereto; the JTS shall be also informed about such a situation.

**§ 9**

**PROJECT BUDGET**

The financial contributions of the Lead Beneficiary and the Beneficiaries 1-2 [*to change if necessary*] to the total budget of the Project, as well as the maximum amounts of grant for the Lead Beneficiary and Beneficiaries 1-2 [*to change if necessary*] from the Programme budget are specified in the Grant Contract and the Budget for the Project (Annex IV to the Grant Contract).

**§ 10**

**TRANSFERRING THE FUNDS TO BENEFICIARIES 1-2** [*to change if necessary*]

1. The Lead Beneficiary transfers the grant to the bank accounts of the Beneficiaries 1-2 [*to change if necessary*] without delay, in the appropriate amount, and in compliance with the request for payment approved by the MA.

No amount shall be withheld and no specific charge with equivalent effect shall be levied by the Lead Beneficiary that would reduce these amounts for the Beneficiaries 1-2 (to change if necessary).

However, the Lead Beneficiary shall take account of all deductions or the financial corrections imposed on the request for payment by the MA or by an entity appointed by the MA. The Lead Beneficiary shall inform the Beneficiaries 1-2 [*to change if necessary*] about the above-mentioned reductions, if applicable.

1. The grant is transferred to the Beneficiaries 1-2 [*to change if necessary*] by the Lead Beneficiary within .......... days from the day when the grant received from the MA is credited to the Lead Beneficiary's account.
2. The Parties agree that bank fees related to the transfer of the grant are born by the Lead Beneficiary, Beneficiaries 1-2 [*to change if necessary*].
3. The Parties agree that the transfers of the grant to the Beneficiaries 1-2 [*to change if necessary*] by the Lead Beneficiary are done in ……….. [please specify the currency]. The costs of the currency exchange are born by ……. the Lead Beneficiary, Beneficiaries 1-2 [*to change if necessary*].
4. The grant shall be transferred by the Lead Beneficiary to the bank accounts of the Beneficiaries 1-2 [*to change if necessary*], specified in Annex no ………………….. to this Agreement, in accordance with the scheme presented in Annex no. ………… to this Agreement.
5. The following conditions must be satisfied before the grant is transferred to the Beneficiaries 1-2 [*to change if necessary*] by the Lead Beneficiary: the obligations under this Agreement have been fulfilled, the request for payment has been approved by the MA, and the grant has been transferred to the Lead Beneficiary's bank account, as provided for in the Grant Contract.

**§ 11**

**RECOVERY OF FUNDS**

1. If the grant paid to a Beneficiary has been considered by the MA or respected authorities as spent on ineligible expenditures, irregular expenditures or if the Grant Contract was violated, or if the grant was taken unduly or in an excessive amount, then the MA will either reduce the amount of the next payment or issue a call for payment to reimburse to the Programme account. In such cases, the Lead Beneficiary is obliged to return the amount of unduly received grant with interest to the MA. The concerned Beneficiary is obliged to refund the unduly received amount of grant with interest to the Lead Beneficiary, within the deadline and to the account indicated by the Lead Beneficiary. The interest shall be calculated in accordance with the rules stipulated in art. 19 of the Grant Contract.
2. The amount to be recovered or deducted, corresponding to the ineligible expenditure or the amounts unduly paid, shall be calculated by the MA based on the overall percentage of co-financing for the project, established in the Grant Contract.
3. If any conditions arise allowing a Beneficiary to recover the VAT, classified earlier in the Project as eligible, the Beneficiary concerned shall reimburse to the Lead Beneficiary the unduly received grant for the incurred expenditure of VAT immediately. The Lead Beneficiary shall reimburse these funds to the MA without any delay.
4. If the Beneficiary concerned fails to make the reimbursement within the deadline set out by the Lead Beneficiary, the amounts wrongly used or collected, together with interest payable to the MA, shall be deducted by the Lead Beneficiary from the subsequent amount of due grant. If the amount of the grant wrongly used or collected exceeds the amount remaining to be paid or if no deduction is possible, the Lead Beneficiary shall take measures to recover the amounts of the grant payable to the MA together with interest, by taking legal measures available. The costs of measures taken to recover the amount of wrongly used grant shall be borne by the Beneficiary concerned.

**§ 12**

**CONTROLS AND AUDITS**

1. The Parties shall be subject to controls and audits referred to in § 5 point 14 and 15 within the scope of implementing their individual parts of the Project and maintaining its durability. The controls and audits shall be conducted by the entities entitled to carry out control-related activities in accordance with applicable national and EU legislation, the Grant Contract and the Programme documents.
2. The Parties shall give access to all documents on the Project implementation, including electronic versions of the documents, to the entities referred to in §1 throughout the entire period when such documents are kept.
3. The Parties shall take corrective actions within the deadlines specified in the recommendations deriving from the above-mentioned verifications and audits.
4. The Parties shall provide the entities carrying out verifications and audits with the information on former controls of the Project, carried out by other authorized entities.

**§ 13**

**FORM OF OWNERSHIP**

1. Ownership, title and intellectual and industrial property rights resulting from the Project, the reports and other documents relating to it shall be vested in the Parties, as presented below:
2. .....
3. .....
4. .....

*[to be supplemented as necessary]*

1. The Parties grant the MA and the EC the right to use freely and as it sees fit all documents deriving from the Project, whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.

**§ 14**

**VISIBILITY**

1. The Lead Beneficiary and the Beneficiaries shall ensure adequate visibility of the EU co-financing and, if applicable, the Russian Federation co-financing to the Project in compliance with the requirements set in the Programme Manual.
2. In particular, the Programme and the European Union's financial contribution shall be mentioned in information provided to the final beneficiaries of the Project, in the reports and in any dealings with the media. The Programme logo and the EU flag shall be displayed wherever appropriate.
3. Unless the MA requests otherwise, any notice or publication concerning the Project, including those given at a conference or seminar, must specify that the Project has received the EU funding. Any publication by the Lead Beneficiary or Beneficiaries 1-2 [*to change if necessary*], in whatever form and by whatever medium, including the internet, must include the following statement: "This document has been produced with the financial assistance of the European Union, under the Poland-Russia Cross-border Cooperation Programme 2014-2020. The contents of this document are the sole responsibility of *<Lead Beneficiary's/Beneficiary’s name>* and under no circumstances can be regarded as reflecting the position of the European Union, the Managing Authority or the Joint Technical Secretariat of the Poland-Russia CBC Programme 2014-2020."
4. On the territory of the Russian Federation, the visual demonstration of the Russian Federation co-financing of the Project will consist of the Russian and the European Union flags along with the Programme logo. Every mention of the EU co-financing of the Project on the Russian territory will be accompanied by the identical mention of the Russian co-financing.
5. The Parties agree that the MA, the JTS and the EC and the authorities of the participating countries shall be authorised to publish in any form and by any means the following information:
6. the name of the Lead Beneficiary and Beneficiaries 1-2 [*to change if necessary*];
7. contact data of the Project representatives;
8. the Project title;
9. the summary of the Project activities;
10. the objectives of the Project;
11. the Project start and end dates;
12. the grant amount and the total eligible cost of the Project;
13. the geographical location of the Project implementation;
14. abstracts of the reports;
15. other materials related to the Project implementation, including pictures, audio-visual documentation, etc.
16. Beneficiaries 1-2 [*to change if necessary*] shall send to the Lead Beneficiary every quarter (starting from the beginning of the implementation of the Project) pictures, written information and audio-visual documentation (if applicable) about the progress of their part of the Project. The information shall be sent within ....... working days from receiving a request from the Lead Beneficiary.
17. The Parties consent to the MA’s and any institutions’ appointed by the MA publication of audio-visual documentation on the implementation of the Project in any form and through any media.

**§ 15**

**INADEQUATE PROJECT IMPLEMENTATION**

1. The Parties shall take note that where the target values of the output indicators identified in the Application Form have not been achieved, the MA:
2. may adequately reduce the value of the grant, especially if an output indicator is strictly related to the simplified cost options indicated in the project budget;
3. may request reimbursement of a part or a total of the paid amount of the grant.
4. In relation to §1, if the non-achievement of the target values output indicators is connected with activities assigned to Beneficiaries 1-2 [to change if necessary], the Lead Beneficiary may ask Beneficiaries 1-2 [*to change if necessary*] to appropriately document the reasons for failing to achieve the target values of the output indicators assigned to their part of the Project as stipulated in Annex no. .2 as well as the measures designed to achieve the above-mentioned indicators. If the Beneficiary via the Lead Beneficiary informs the MA/JTS on the reasons for failing to achieve the target values of the output indicators, which were independent from them, provides appropriate documents and informs the MA/JTS on the efforts made to achieve the indicators, the MA may waive from the application of sanctions referred to in §15 point 1.
5. The Parties shall take note that, in case where the Project specific objectives were not achieved and the Parties failed to exercise due diligence while achieving them, the MA may claim for reimbursement of the proportionate part of the paid amount of the grant. In such cases, the amounts presented in the reports, in the budget lines relating to the incorrectly implemented measures, against the assumptions of the Grant Contract, may be reduced accordingly. The amounts in all budget lines of the Project related to the measures implemented not in line with the assumptions presented in the Grant Contract may be reduced in an appropriate manner.
6. If on the basis of §15 point 3 the MA requests the Lead Beneficiary to reimburse the misspent part of the grant amount related to the activities of at least one Beneficiary, the provisions of §11 shall apply accordingly.

**§ 16**

**AMENDMENTS TO THE PARTNERSHIP AGREEMENT**

1. The amendments to this Agreement must be agreed by all Parties and introduced in writing by signing an addendum to this Agreement. The Lead Beneficiary shall present the amended agreement to the MA via JTS no later than within 30 days form the conclusion of the amendment..

Substantial changes in the Partnership Agreement (i.a. change of Beneficiary, modification of the financial contributions of the Lead Beneficiary and the Beneficiaries 1-2 (to change if necessary) to the total budget of the Project, as well as the maximum amounts of grant for the Lead Beneficiary and Beneficiaries 1-2 (to change if necessary) from the Programme budget require an addendum to the Grant Contract before next report is submitted to JTS.

1. Change of a Beneficiary’s project bank account and a SWIFT or IBAN code as well as change of the name and address of the bank, in which the account was opened, shall be notified in writing by Beneficiaries 1-2 [*to change if necessary*] to the Lead Beneficiary. In case where a Beneficiary does not inform the Lead Beneficiary of the change of its bank account, the concerned Beneficiary shall bear all related costs.

**§ 17**

**APPLICABLE LAW AND DISPUTE RESOLUTION**

1. The applicable law for this Agreement shall be the law of ................. *(please, indicate a state)*.
2. In case of any dispute arising between the Parties as regards the interpretation or implementation of this Agreement, the Parties shall seek to resolve their dispute by mediation. To this end, the Lead Beneficiary and Beneficiaries 1-2 [*to change if necessary*] shall designate one independent mediator each. The task of the team of mediators will be to work out a solution to the dispute within 1 month from the date of the establishment of the team.
3. Should the solution proposed by the mediators not be accepted by all Beneficiaries, the dispute shall be further treated in accordance with the legislation governing this Partnership Agreement.

**§ 18**

**FINAL PROVISIONS**

1. This Agreement has been drawn up in …………………... copies.
2. This Agreement has been drawn up in ................ language(s) *(in case of several languages please indicate which language version prevails)*.
3. Each Party shall receive one original copy of this Agreement.
4. Unless the Parties shall decide otherwise, any communication between them shall be conducted in ………………….... *(indicate language/languages).* Language of correspondence with the MA/JTS and the language of reports shall be English.
5. The following Annexes are an integral part of this Agreement:
6. *(for example)* Authorisation for signing the Partnership Agreement on behalf of a Beneficiary
7. *(for example)* Information on the Beneficiaries’ bank accounts
8. *(for example)* Assignment of the output and result indicators among the Beneficiaries
9. *(for example)* Allocation of costs for preparation of strong partnership (lump sum)
10. *(for example)* Allocation of staff costs (lump sum)
11. ........................

**§ 19**

**ANNEXES**

The following documents are annexed to this Partnership Agreement and form an integral part of it:

Annex 1.: Division of the total project budget among the Beneficiaries;

Annex 2.: Assignment of the output and result indicators to the Beneficiaries;

Annex 3.: Indicative financial scheme of the grant transfers between the Lead Beneficiary and the Beneficiaries;

Annex 4.: Financial Identification Form for each project beneficiary.

|  |  |
| --- | --- |
|  | **On behalf of****LEAD BENEFICIARY** |
| [**full name of the Lead Beneficiary**] | ………………….... |
| First name and surname of the authorised signatory | ………………….... |
| Position | ………………….... |
| Signature and stamp (if applicable) | ………………….... |
| Place, date | ………………….... |
|  | **On behalf of****BENEFICIARY no** …………………....[[3]](#footnote-4) |
| **[full name of Beneficiary no ...**] | ………………….... |
| First name and surname of the authorised signatory | ………………….... |
| Position | ………………….... |
| Signature and stamp (if applicable) | ………………….... |
| Place, date | ………………….... |

Annex No. 1

**Division of the total project budget among the Beneficiaries**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Beneficiary Name | Country | Total budget (EUR) | Total budget of the project (EUR), out of which: |
|  |  |  |  | Maximum amount of the grant (EUR/ % of the total budget of the project) | Maximum amount to be financed from the EU co-financing (EUR / % of the max amount of the grant) | Maximum amount to be financed from the Russian Federation co-financing (EUR / % of the max amount of the grant) | Minimum amount of own co-financing (EUR / % of the total budget of the project) |
| LB |  |  |  |  |  |  |  |  |  |  |  |
| B1. |  |  |  |  |  |  |  |  |  |  |  |
| … | … |  |  |  |  |  |  |  |  |  |  |
| Total |  |  |  |  |  |  |  |  |  |

Annex No. 2

**Assignment of the output and result indicators to the Beneficiaries**

Output indicators

|  |  |  |  |
| --- | --- | --- | --- |
| Output indicator | Measurement unit | Project target value and target values by Beneficiary | Description of sources and means of verification by Beneficiary |
| -Full name of the indicator as stated in the AF- | -i.e. km/items/events/etc - | Total – xxx, including:LB – xB1 – x B2 – xB\_\_ – x |  |
| … |  |  |  |

Result indicators

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Result indicator | Measurement unit | Project baseline value and baseline values by Beneficiary | Project target value and target values by Beneficiary  | Description of sources and means of verification by Beneficiary |
| -Full name of the indicator as stated in the AF- |  | Total – xxx, including:LB – xB1 – x B2 – xB\_\_ – x | Total – xxx, including:LB – xB1 – x B2 – xB\_\_ – x |  |
| … |  |  |  |  |

Annex No. 3.

**Indicative financial scheme of the grant transfers between the Lead Beneficiary and the Beneficiaries**

|  |  |  |  |
| --- | --- | --- | --- |
| Type of the payment\* | Maximum amount of the grant to be paid by MA to LB (EUR) | Maximum amount of the grant at disposal of the Lead Beneficiary (EUR) | Maximum amount of the grant to be transferred by LB to the Beneficiaries (EUR)\*\* |
| Beneficiary 1(EUR) | Beneficiary 2(EUR) | Beneficiary 3(EUR) | Beneficiary 4(EUR) | Beneficiary 5(EUR) |
| Pre-financing (maximum 35% of the grant) | *Please indicate amount* *in EUR*  | *Please indicate amount* *in EUR*  | *Please indicate amount in EUR, regardless* *the currency of the transfer* | *Please indicate amount in EUR, regardless* *the currency of the transfer* | *Please indicate amount in EUR, regardless* *the currency of the transfer* | *Please indicate amount in EUR, regardless* *the currency of the transfer* | *Please indicate amount in EUR, regardless* *the currency of the transfer* |
| Interim payment (maximum 50% of the grant) | *Please indicate amount* *in EUR*  | *Please indicate amount* *in EUR*  | *Please indicate amount in EUR, regardless* *the currency of the transfer* | *Please indicate amount in EUR, regardless* *the currency of the transfer* | *Please indicate amount in EUR, regardless* *the currency of the transfer* | *Please indicate amount in EUR, regardless* *the currency of the transfer* | *Please indicate amount in EUR, regardless* *the currency of the transfer* |
| Final balance payment (maximum 15% of the grant) | *Please indicate amount* *in EUR*  | *Please indicate amount* *in EUR*  | *Please indicate amount in EUR, regardless* *the currency of the transfer* | *Please indicate amount in EUR, regardless* *the currency of the transfer* | *Please indicate amount in EUR, regardless* *the currency of the transfer* | *Please indicate amount in EUR, regardless* *the currency of the transfer* | *Please indicate amount in EUR, regardless* *the currency of the transfer* |
| Total\*\*\* | *Please indicate amount* *in EUR*  | *Please indicate amount* *in EUR*  | *Please indicate amount in EUR, regardless* *the currency of the transfer* | *Please indicate amount in EUR, regardless* *the currency of the transfer* | *Please indicate amount in EUR, regardless* *the currency of the transfer* | *Please indicate amount in EUR, regardless* *the currency of the transfer* | *Please indicate amount in EUR, regardless* *the currency of the transfer* |

\* Please choose grant payment option: pre-financing or reimbursement. For the reimbursement option only the rows “Final balance payment”
and “Total” should be filled in.

\*\* Amounts to be transferred by the Lead Beneficiary to each project Beneficiary should be agreed within the whole partnership prior to the signature of the Agreement, taking into account e.g. the share of each beneficiary in the project budget, the scope of tasks to be implemented in a given period or other factors important to all the beneficiaries.

\*\*\* Total amount in the column “Maximum amount of the grant (both EU and RF funds) to be paid by MA (EUR)” should equal to the maximum amount of programme co-financing for the project. Total amount in the sections “Maximum amount of the grant at disposal of the Lead Beneficiary from EU & RF (EUR)” and “Maximum amount of the grant (both EU and RF funds) to be transferred by LB to the Beneficiaries (EUR)” should be equal the maximum amount of programme co-financing for each project beneficiary.

1. Draft Partnership Agreement may be adjusted to the needs of the Partnership. Draft Partnership Agreement presents the minimal scope of the agreement to be signed between the Lead beneficiary and Beneficiaries. [↑](#footnote-ref-2)
2. Add as many beneficiaries as necessary. [↑](#footnote-ref-3)
3. To be adjusted to the number of beneficiaries participating in the project. [↑](#footnote-ref-4)