

**This document is an example only and is meant to serve as guidance towards the drafting of a partnership agreement. It must be negotiated between all project partners and tailored to the project partnership's individual needs.**

**It aims to define the roles and responsibilities of all partners. It contains a number of standard and recommended clauses but does not have to be followed verbatim.**

**The completed Partnership Agreement can either be submitted to the JTS when submitting the application form or, in the event that the project is approved, prior to the issuing of a formal grant offer letter.**

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## **PARTNERSHIP AGREEMENT**

**For the implementation of the “PROJECT NAME” project  
within the framework of the INTERREG 4A Ireland Wales 2007 – 2013 Programme.**

Between:

*Insert the names of the Lead Partner and all other Project Partners*

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### **SUGGESTED CLAUSES AND GUIDANCE NOTES FOR CONTENT:**

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#### **Article 1: Project aims and objectives (Required)**

*It is important that all partners work towards achieving common outcomes. The project aims and objectives must be documented here.*

*Please note that project partners will have documented the aims and objectives in the answer to question 6(a), Section B of the project application form*

#### **Article 2: Subject of the Partnership Agreement (Required)**

*The Partnership Agreement shall define the rules of procedure for the work to be carried out during the life of the project and the relations that shall govern the partners. Please provide detailed descriptions of those rules of procedure here.*

#### **Article 3: Duration of the Agreement (Required)**

*The Partnership Agreement shall take effect on the date on which it is signed by all partners. It shall remain in force until the Lead Partner has discharged in full their obligations to the Managing Authority and all accounts with the partners have been settled.*

#### **Article 4: Lead Partner (Required)**

*The role of the Lead Partner as a key partner should be clearly defined, both in relation to the Managing Authority and other partners.*

*The definition of the role of the Lead Partner should, as a minimum, cover:*

- (i) overall management of the project*
- (ii) financial management and control including the distribution of the ERDF funds*
- (iii) preparation and implementation of the project work plan*
- (iv) a brief definition of other partner's roles and responsibilities;*
- (v) reporting requirements and procedures.*

*For instance,*

*"The lead Partner is responsible for:*

- 4.1 Overall co-ordination, management and implementation of the project.*
- 4.2 Correspondence with the Managing Authority*
- 4.3 Ensuring timely commencement and implementation of the project and compliance with all obligations to the Managing Authority*
- 4.4 Receiving payment and management of ERDF funds*
  - Timely transfer of funds to the project partners*
  - Reviews of spending*
  - Accounting records of the partners*
  - Preparation of all required documents and records for the final audit*
- 4.5 Work planning and task planning*
  - Definition of the Role of other partners in implementation of the project*
- 4.6 Preparation and submission of progress/Interim/Final reports, budget documentation, financial declarations, requests for payment, financial report, any application for budget or contract clause alterations*
- 4.7 Any other tasks agreed with the project partners.*

## **Article 5: Project Partners (Required)**

*The role of project partners should be defined in a way that is consistent with the application form as agreed. If a large number of partners are involved, the Partnership Agreement should be limited to a general description of their roles. Reference can be made to the application form and/or a work plan for a more detailed description of tasks.*

*For instance the responsibilities of the other partners might be:*

- 5.1 Shared responsibility in carrying out specific projects activities in the manner and scope indicated in the application form and the work plan.*
- 5.2 Specific responsibility of project partners to:*

1. *Expediently carry out the specific activities set out in the project work plan or otherwise agreed;*
  2. *Provide all information and data to the Lead Partner that are required by the latter to coordinate and monitor the implementation of the project and for reporting purposes;*
  3. *Submit confirmations by independent accountants (or equivalent) on the eligibility of their expenditure;*
  4. *Notify the Lead Partner of any factors that may adversely affect implementation of the project.*
- 5.3 *Take all other necessary steps to enable the Lead Partner to comply with all obligations and responsibilities as set out in the Grant Offer Letter.*

#### **Article 6: Specific activities (Required)**

*The roles of the Lead Partner and other partners for specific tasks should be defined in a separate project work plan appended to the Partnership Agreement. One possibility is to formally detail here, the requirement that partners adhere to the timetable, actions and outputs detailed in the original application form. If the tasks are relatively straightforward, it may be appropriate to summarise them here. Example:*

6.1 *Main tasks of the Lead Partner*

6.2 *Main tasks of the project Partners*

6.3 *A detailed work plan describing key tasks, targets, timescales and budgets for the actions to be undertaken – this may be appended to the Partnership Agreement*

#### **Article 7: Organisational Structure of the Partnership (Required)**

*As a minimum, it is recommended that there be an “Oversight Committee” set up, with the following items defined:*

- *Its role: e.g., monitoring the implementation of the project, chaired by the Lead Partner, report to the Managing Authority.*
- *Its Membership*
- *Meeting frequency (recommended as “at least one meeting a year for the life of the project”).*

*The key benefit of establishing an Oversight Committee is to provide a structure for monitoring implementation of the project.*

*It is advisable that provision be made for sub-committees or working groups established as appropriate for key tasks*

#### **Article 8: Co-operation with Third Parties (Recommended)**

*If the project involves the sub-contracting of some tasks to third parties (e.g. consultants), working arrangements between partners and third parties should be formalised. This may relate to dealings with consultants or work with other external organisations that are providing services to the partnership. It should also be formally documented at this point that ultimate responsibility for the project remains with the partnership.*

## **Article 9: Project Budget and Eligible Expenditure (Required)**

*The Partnership Agreement should be limited to providing a basic description of total eligible project expenditure which is based on the content of Commission Regulations and national guidelines. If a more detailed description is considered desirable, the Partnership Agreement should be supported by a detailed project budget appended to the document along with the work plan.*

*It should also make clear that the ERDF financial contributions shall be paid 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 certified expenditure incurred for project actions effectively carried out.*

## **Article 10: Monitoring Evaluation and Reporting (Required)**

*It is required that every Partnership Agreement contains this clause. It should go beyond simply saying that the Lead Partner is responsible for submitting various documents to the Managing Authority, defining as well the reporting obligations of both the Lead Partner and other partners. Otherwise it could be difficult for the Lead Partner to fulfil its obligations to the Managing Authority. For instance:*

- 10.1 The Lead Partner has overall responsibility for monitoring the actions undertaken by the project partners on an on-going basis. (Monitoring, evaluation and reporting requirements should be appropriate given the nature and scale of the project and shall be decided by the Lead Partner in consultation with the Project Partners.)*
- 10.2 The Lead Partner is responsible for submitting progress reports to the Managing Authority in conjunction with each payment claim. These reports should provide details of the activities undertaken as part of the project, the progress/outcomes achieved against targets, expenditures incurred, an explanation for any variances against the work plan's targets for physical outputs and budget, and proposed corrective actions, and any other information deemed relevant.*
- 10.3 Each project partner is obliged to supply the Lead Partner with all information that the latter deems necessary for the preparation of reports, documents, payment requests or other information for the Oversight Committee, Steering Committee or Managing Authority.*

## **Article 11: Financial Control and Audits (Required)**

*This should detail the obligations of the Lead Partner and the project partners for audit purposes: the length of time and format that project documents have to be preserved for and in, and all other practical arrangements necessary to ensure that any audit, notified by the duly authorised regional, national and Community authorities can be carried out (information about the project and access to accounting books and supporting documentation).*

## **Article 12: Communication and Publicity (Required)**

*Project partners must ensure that the publicity is organised in a consistent manner. We require that partners outline here how they intend to comply with the detail in their application and with Commission regulations on information and publicity measures. While all partners should be involved in information and publicity the role of the Lead Partner in co-ordinating public relations should also be made clear.*

### **Article 13: Dissemination of Project Outcomes (Required)**

*In this clause the Lead Partner and the other project partners would take note of the fact that the results of the project can be made available to the public and agree that the results of the project shall be available for all interested parties.*

### **Article 14: Intellectual Property Rights (Required)**

*In this clause the project partners will ensure that all products developed within the framework of the projects are, subject to the provisions of national laws regarding intellectual property, kept free of all rights,*

### **Article 15: Confidentiality Requirements (Recommended)**

*In this clause project partners would agree that any information obtained during the execution of this Partnership Agreement and any information exchanged with the Steering Committee is confidential, provided that one partner or the Steering Committee explicitly requests as such, and that the same applies without the express request of one of the project partners, to all documentation classified as “confidential”.*

### **Article 16: Use of the Euro (Required)**

*The Programme will pay all claims in Euro and all expenditure will be monitored in Euro. The Lead Partner is strongly advised to do the same. The issue of currency and exchange rates between partners must be decided upon before the start of the project. Whichever procedure is chosen by the partnership, it must be implemented consistently throughout the duration of the partnership agreement.*

### **Article 17: Modifications, withdrawals and disputes (Required)**

*Any modifications to the agreement should be done by means of a rider to this contract and then submitted for the approval of the project partners.*

*Here the project partners may want to note that they shall endeavour to cover the contribution of any withdrawing project partner, either by assuming their tasks or by asking one or more new partners to join the partnership.*

*In case of any disputes among themselves, the project partners are obliged to work towards an amicable settlement. If efforts to achieve an amicable settlement should fail, the project partners are obliged to seek an out-of-court arbitration procedure that may be specified here. Project partners should also note that if disputes cannot be settled by themselves, the dispute should be settled through recourse to the jurisdiction*

*of the country where the lead Partner is domiciled. It is not considered appropriate to suggest that the Managing Authority should arbitrate..*

**Article 18: Non-execution of obligation and reimbursement (Required)**

*Each signatory to the Partnership Agreement should undertake to reimburse the Lead Partner any funds that have been unduly received, within the month following notification.*

**Article 19: Legislation and force majeure (Required)**

*It is required that Partners outline the Laws governing this agreement, i.e., the Law of the country of the Lead Partner.*

*It should also be noted that no party shall be held liable for not complying with obligations ensuing from this Partnership Agreement should the non-compliance be caused by force majeure.*

**Article 20: Deadlines (Recommended)**

In order to facilitate the orderly operation of the project it is suggested that the partnership put in place a system to ensure that deadlines for the delivery of work and financial information to the Lead Partner are set and respected.

**Article 21: Concluding Provisions – Standard Clause**

*This should detail how changes to the Partnership Agreement will be dealt with, for, example by means of a written amendment that is signed by all project partners. Modifications to the project (work plan, budget, etc) that are approved by the Steering Committee will be considered as alterations of the Partnership Agreement.*

*Signatures and dates from each Project partner and Legal Advisors (where necessary)*