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**All text highlighted in yellow in this Partnership Agreement model must be completed by the Beneficiary and IPA Financial Lead Beneficiary.
In no circumstances any part of these standard provisions may be alter. Complementary to the rules set out below, the Beneficiary and IPA Financial Lead Beneficiary may agree on other specific rules to be included in this Partnership Agreement.
Please remember to delete this paragraph in the final version.**

Annex I b

**PARTNERSHIP AGREEMENT
between the Beneficiary and the IPA Financial Lead Beneficiary
for the Joint Operational Programme “Black Sea 2007-2013”**

Having regard to:

Regulation (EC) No 1638/2006 of the European Parliament and of the Council of 24 October 2006 laying down general provisions establishing a European Neighbourhood and Partnership Instrument

Commission Regulation (EC) No 951/2007 of 9 August 2007 laying down implementing rules for cross-border cooperation programmes financed under Regulation (EC) No 1638/2006 of the European Parliament and of the Council laying down general provisions establishing a European Neighbourhood and Partnership Instrument,

Council Regulation (EC) No 1085/2006 of 17 July 2006 establishing an Instrument for Pre-Accession Assistance (IPA),

Commission Regulation (EC) No. 718/2007 of 12 June 2007 establishing the implementing rules for the Commission Regulation (EC) No. 1085/2006 of 17 July 2006 establishing an Instrument for Pre-Accession Assistance (IPA),

The Joint Operational Programme “Black Sea 2007-2013”, adopted by the European Commission through the Decision no. 7406/27.11.2008,

And on the basis of the decision of the Joint Monitoring Committee of the Joint Operational Programme “Black Sea 2007-2013” from <date/month/year> to award a grant to the Action,

Full official name and address of the ENPI Beneficiary, represented by
("the Beneficiary")

of the one part,

and

Full official name and address of the IPA Financial Lead Beneficiary, represented by
("IPA Financial Lead Beneficiary ")

of the other part,

have agreed as follows:



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ARTICLE 1 - GENERAL PROVISIONS

1.1 The purpose of this Partnership Agreement (hereinafter “the Agreement”) is to define the rules of procedure for the joint implementation of the Action entitled: < **title of the Action** > (“the Action”) and the relations among the Beneficiary and the IPA Financial Lead Beneficiary.

1.2 Where in this Agreement the ‘JMA’ is mentioned this refers to *the Ministry of Regional Development and Housing from Romania*, which shall sign the ENPI Grant Contract with the Beneficiary and shall provide the ENPI grant funding.

Where in this Agreement the ‘CFCU’ is mentioned this refers to *the Central Finance and Contracts Unit from Turkey*, which shall sign the IPA Grant Contract with the IPA Financial Lead Beneficiary and shall provide the IPA grant funding.

The Beneficiary shall be accountable to the JMA for the implementation of the ENPI part of the Action.

The IPA Financial Lead Beneficiary shall be accountable to the CFCU for the implementation of the IPA part of the Action.

The JMA and the CFCU are not parties to this Agreement.

1.3. The Beneficiary and the IPA Financial Lead Beneficiary shall implement the Action under their own responsibility and in accordance with the Description of the Action with a view to achieving the objectives laid down therein.

1.4. The Beneficiary and the IPA Financial Lead Beneficiary shall implement the Action with the requisite care, efficiency, transparency and diligence, in line with best practice in the field concerned and in compliance with this Agreement.

For this purpose the Beneficiary and the IPA Financial Lead Beneficiary shall mobilise all the financial, human and material resources required for full implementation of the Action as specified in the Description of the Action.

ARTICLE 2 -IMPLEMENTATION PERIOD OF THE ACTION

2.1 This Agreement shall enter into force on the date when the ENPI Grant Contract enters into force

2.2 Implementation of the Action shall begin on **[to be defined by the partnership]**

2.3 The Action's implementation period is < **number of months** >.

ARTICLE 3 - FINANCING THE ACTION

3.1 The total eligible cost of the Action is estimated at <...EURO >.

3.2 The total ENPI eligible cost of the Action is estimated at <...EURO >.

3.3 The total IPA eligible cost of the Action is estimated at <...EURO >.

3.4 The JMA shall finance a maximum of <...EURO>, equivalent to 90% of the estimated total ENPI eligible cost of the Action.

3.5 The CFCU shall finance a maximum of <...EURO>, equivalent to 90% of the estimated total IPA eligible cost of the Action.



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- 3.5 The Beneficiary and its ENPI Partners undertake to finance to the implementation of the Action with <...EURO >.
- 3.6 The IPA Financial Lead Beneficiary <and its IPA Partners> undertake(s) to finance to the implementation of the Action with <...EURO >.

ARTICLE 4 - OBLIGATION TO PROVIDE INFORMATION AND REPORTS

- 4.1. The IPA Financial Lead Beneficiary must submit the Beneficiary copies of the progress reports, interim reports and final report, corresponding to the part of Action implemented under its own responsibility.
- 4.2. The reports shall be drafted in English language. They shall be submitted to the Beneficiary at the following intervals: [to be defined by the partnership]
- 4.3. If the IPA Financial Lead Beneficiary fails to supply the Beneficiary with any of the reports by the deadline laid down in Article 4.2, it has to furnish an acceptable and sufficient written explanation of the reasons why it is unable to comply with this obligation and provide a summary of progress in the part of the Action implemented under its own responsibility.
- 4.4. The IPA Financial Lead Beneficiary undertakes to provide the Beneficiary with all required information within [..... days] of the request.
- 4.5 The Beneficiary and the IPA Financial Lead Beneficiary shall inform each other on a regular basis about all relevant issues connected to the project implementation;

ARTICLE 5 - LIABILITY

- 5.1. The Beneficiary and the IPA Financial Lead Beneficiary agree that one Party cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the other Party while the part of the Action implemented under its own responsibility is being carried out or as a consequence of that part of the Action.
- 5.2. The Beneficiary and the IPA Financial Lead Beneficiary agree that they shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the part of the Action implemented under their own responsibility is being carried out or as a consequence of that part of the Action.

ARTICLE 6 - CONFLICT OF INTERESTS

- 6.1 The Beneficiary and the IPA Financial Lead Beneficiary undertake to take all necessary precautions to avoid conflicts of interests. They shall inform each other, in writing, without delay of any situation constituting or likely to lead to any such conflict.
- 6.2 For the purpose of this Agreement, the conflict of interest shall mean any situation where there is a divergence between the fulfillment of responsibilities by the Parties and the private interest of the persons involved in the Agreement, which may adversely affect the impartial and objective exercise of the functions of any person involved in this Agreement, for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person.

ARTICLE 7 - CONFIDENTIALITY

The Beneficiary and the IPA Financial Lead Beneficiary undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence until at least seven years after the final payment.



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ARTICLE 8 - VISIBILITY

8.1. The Beneficiary and the IPA Financial Lead Beneficiary must take all necessary steps to publicise the fact that the European Union has financed or co financed the Action. Such measures must comply with the Communication and Visibility Manual for EU External Actions laid down and published by the Commission and with the Visual Identity Manual for Joint Operational Programme « Black Sea 2007-2013 ».

8.2. In particular, the Beneficiary and the IPA Financial Lead Beneficiary shall mention the Action and the European Union's ENPI and IPA financial contribution in information given to the final recipients of the Action, in their internal and annual reports, and in any dealings with the media. They shall display the EU logo wherever appropriate.

8.3. Any notice or publication by the Beneficiary and the IPA Financial Lead Beneficiary concerning the Action, including those given at a conference or seminar, must specify that the Action has received EU ENPI and IPA funding.

8.4. Each Party authorizes the other Party to publish its name and address, nationality, the purpose of the grant, duration and location as well as the maximum amount of the grant and rate of funding of the Action's eligible costs. Derogation from publication of this information may be granted if it could endanger the Beneficiary or the IPA Financial Lead Beneficiary or harm their commercial interests.

ARTICLE 9 - OWNERSHIP/USE OF RESULTS AND EQUIPMENT

Ownership of, and title and intellectual and industrial property rights to, the Action's results, reports and other documents relating to it shall be vested in the Beneficiary and its partners and the IPA Financial Lead Beneficiary and its partners, corresponding to the part of the Action implemented under their own responsibility.

ARTICLE 10 - ASSIGNMENT, LEGAL SUCCESSION AND CHANGES IN THE PARTNERSHIP

10.1 The Agreement may not be assigned to a third party in any manner whatsoever without the prior written consent of the Joint Monitoring Committee (« JMC »). The changes in the partnership enter into force only after approval of the JMC.

10.2. The Beneficiary and the IPA Financial Lead Beneficiary agree not to withdraw from the Action unless there are unavoidable reasons for it.

10.3 In case of legal succession, e.g. when a Party changes its legal form, the Party is obliged to transfer all duties under this contract to the legal successor. The respective Party shall notify the other Party in due time.

ARTICLE 11 - AMENDMENT OF THE AGREEMENT, EXTENSION, SUSPENSION AND FORCE MAJEURE

11.1. Any amendment to the Agreement must be set out in writing in an addendum, which shall be submitted for the approval of the JMC.

11.2 If an amendment is requested by a Party, it must submit that request to the other Party in due time. The request must be accompanied by all the supporting evidence needed for its appraisal.

11.3 A Party must inform the other Party without delay of any circumstances likely to hamper or delay the implementation of the Action and provide all the necessary details.

The Beneficiary and the IPA Financial Lead Beneficiary may suspend implementation of all or part of the Action if circumstances (chiefly force majeure) make it too difficult or dangerous to continue.

The Beneficiary and the IPA Financial Lead Beneficiary shall endeavour to minimise the time of its suspension and shall resume implementation once circumstances allow, and shall inform each other accordingly.



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11.4. The implementation period of the Action might be extended by a period equivalent to the length of suspension, if the amendment to the ENPI and IPA Grant Contracts that may be necessary to adapt the Action to the new implementing conditions is approved by the JMC.

11.5. Force majeure shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their contractual obligations, is not attributable to error or negligence on their part (or the part of their partners, subcontractors, agents or employees), and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial difficulties cannot be invoked as force majeure. A Party shall not be held in breach of its contractual obligations if it is prevented from fulfilling them by force majeure. The Party faced with force majeure shall inform the other Party without delay, stating the nature, probable duration and foreseeable effects of the problem, and take any measure to minimise possible damage.

ARTICLE 12 - TERMINATION OF THE AGREEMENT

12.1 The termination of the Agreement is possible only with prior approval of the JMC, according to each case.

12.2 This Agreement is terminated, without any other formality, where the JMA decides to terminate the ENPI Grant Contract or where the CFCU decides to terminate the IPA Grant Contract, due to the reasons stipulated therein.

ARTICLE 13 - APPLICABLE LAW AND DISPUTE SETTLEMENT

13.1. This Agreement shall be governed by the law of [...], which is the seat of the [...].

13.2. The Beneficiary and the IPA Financial Lead Beneficiary shall do everything possible to settle amicably any dispute arising between them during implementation of this Agreement. To that end, they shall communicate their positions and any solution that they consider possible in writing, and meet each other at either's request.

13.3. In the event of failure to reach an amicable agreement, the dispute may by common agreement of the Parties be submitted to the conciliation of a commonly agreed arbitrator.

13.4. In the event of failure of the above procedures, each Party may submit the dispute to the courts of [...].

ARTICLE 14 - FINAL PROVISIONS

14.1 All references to days in this Agreement are to calendar days.

14.2 Any communication relating to this contract must be in English language, in writing, state the number and title of the Action and be sent to the following addresses:

For the Beneficiary

<address of the Beneficiary for correspondence>

For the IPA Financial Lead Beneficiary

<address of the IPA Financial Lead Beneficiary for correspondence>

14.3 In the event of conflict between the provisions of the Agreement and those of the ENPI Grant Contract signed by the Beneficiary with the JMA or those of the IPA Grant Contract signed by the IPA



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Financial Lead Beneficiary with the CFCU, the provisions of the respective Grant Contract shall take precedence.

In the event of conflict between the provisions of the ENPI Grant Contract signed by the Beneficiary with the JMA and those of the IPA Grant Contract signed by the IPA Financial Lead Beneficiary with the CFCU, the provisions of the ENPI Grant Contract shall take precedence.

The Agreement is an integral part of the ENPI Grant Contract and of the IPA Grant Contract.

Done in English in 4 originals, one original being for the JMA, one original being for the CFCU, and the other originals being for the Beneficiary and the IPA Financial Lead Beneficiary.

For the Beneficiary

Name

Title

Signature

Date

For the IPA Financial Lead Beneficiary

Name

Title

Signature

Date