

Partnership Agreement¹

on implementation of the Project **[Project title and No.]**

In accordance with the decision of the Joint Monitoring Committee of **[yyyy.mm.dd]** and Grant Contract no **.....**

Within the Cross-Border Cooperation Programme Poland-Belarus-Ukraine 2014-2020 under the European Neighbourhood Instrument

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 person representing the Lead Beneficiary).....**,

based on the authorization no. as of, attached hereto as an Annex no.

[to be added if necessary]

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 "the Beneficiary 1/ 2/etc",

represented by **(full name and position of person representing the Beneficiary).....**,

based on the authorization no. as of, attached hereto as an Annex no.

(to be added for other Beneficiaries, if necessary)

hereinafter referred to jointly as „Parties”,

have agreed as follows:

¹ Draft Partnership Agreement may be adjusted to the needs of the Partnership

§ 1

DEFINITIONS

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

1. **Applicant's financial contribution – Lead Beneficiary's and Project Beneficiaries own contribution in the total costs in the Project, as provided for in Grant Contract;**
2. **Beneficiary** – an entity indicated in the Grant Contract, who participates in the Project under the conditions of Grant Contract and who is bound to the Lead Beneficiary by means of a Partnership agreement concerning a project implementation;
3. **Co-financing rate** – a quotient of the value of the EU funding allocated for the whole project and the total values of eligible expenditures of the project (defined in the Project Description and the Project Budget) expressed in percentages accurate to the second decimal place. Co-financing rate may not exceed 90,00% of total eligible expenditures of the Lead Beneficiary and Beneficiaries;
4. **EU co-financing** – funds originating from the European Neighbourhood Instrument (hereinafter ENI) allocated to the project;
5. **Eligible expenditure** – expenditure duly incurred by the Lead Beneficiary or Beneficiaries, in reference to implementation of a Project under the Programme, pursuant to the eligibility requirements defined in Grant Contract, Programme Manual, the applicable provisions of EU regulations, Financing Agreements signed by the EU with Belarus and Ukraine and the additional instructions and clarifications provided in the binding version of the Programme Manual;
6. **Financial correction** – an amount by which the total amount of a project is decreased due to an individual or systemic irregularities detected in project;
7. **Grant Contract** – Grant Contract no. on implementation of the Project (*Project title*) in accordance with the decision of the Joint Monitoring Committee of (yyyy.mm.dd) within the Cross-Border Cooperation Programme Poland-Belarus-Ukraine 2014-2020 under the European Neighbourhood Instrument
8. **Indirect costs** – costs which are necessary for a Project implementation, 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;
9. **Ineligible expenditure** – each and every expenditure which do not comply with the requirements set in the grant contract and related documents;
10. **Irregularities** – any infringement of a grant contract or of applicable law resulting from an act or omission by Lead Beneficiary or Beneficiary involved in the implementation of the project, which has, or would have, the effect prejudicing the budget of the Union by charging an unjustified item of expenditure in the final progress reports;
11. **Joint Monitoring Committee (JMC)** – the joint committee responsible for monitoring the implementation of the Programme;
12. **Joint Technical Secretariat (JTS)** – the body set up by the participating countries to assist the programme bodies;
13. **Lead Beneficiary** – an entity indicated in the - Grant Contract, who has signed the Grant Contract and who is responsible to the Managing Authority for the financial and substantial implementation of the Grant Contract;
14. **Lead Beneficiary's account** – the bank account to which the EU co-financing is transferred, indicated in the Annex V to the Grant Contract;

15. **Managing Authority (MA)** – the authority or body appointed by the participating countries as responsible for managing the programme; in Cross-Border Cooperation Programme Poland-Belarus-Ukraine 2014-2020 - Ministry of Investment and Economic Development of Republic of Poland;
16. **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 verification;
17. **Programme documents** – documents applicable to the Programme implementation;
18. **Programme** – Cross-Border Cooperation Programme Poland-Belarus-Ukraine 2014-2020 under the European Neighbourhood Instrument;
19. **Programme Manual** – documents concerning 2nd call for proposals adopted by the Joint Monitoring Committee providing the principles of project preparation, implementation, monitoring, financial management, payments and durability;
20. **Programme website** – www.pbu2020.eu;
21. **Project** – series of activities defined and managed in relation to the objectives, outputs, results and impacts which it aims at achieving within a defined time-period and budget, as defined in the Grant Contract, implemented under the Programme;
22. **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 for principles and procedures of cooperation as well as mutual obligations of the Parties for the purpose of implementing the Project *(project title)* under the Cross-Border Cooperation Programme Poland-Belarus-Ukraine 2014-2020.
2. Moreover, this agreement provides for requirements relating to correct management by the Parties of co-financing allocated for the project implementation, as well as for terms and conditions concerning recovery by the Lead Beneficiary from Beneficiaries of unduly spent amounts.
3. During the project implementation and period of durability as referred in the Programme manual, the Lead Beneficiary shall act in accordance with:
 - 1) the EU law and national regulations binding the Lead Beneficiary, in particular:
 - a. Regulation (EU) no. 232/2014 of the European Parliament and of the Council of 11 March 2014 establishing a European Neighborhood Instrument (ENI);
 - b. 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;
 - c. 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;
 - d. 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;

- e. 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;
 - f. Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests;
 - g. national regulations concerning personal data protection;
 - h. relevant national (if applicable) and EU legislation on public procurement and aid;
 - i. other applicable national legislation, such as labour, tax, environment etc.;
- 2) current versions of programme documents, in particular:
- a. Joint Operational Programme for the ENI Cross-border Cooperation Programme Poland-Belarus-Ukraine 2014-2020;
 - b. Programme Manual;
 - c. Guidelines on expenditure verification;
- 3) international agreements, in particular:
- a. Framework Agreement between the Commission of the European Communities and the Government of the Republic of Belarus signed on December 18, 2008;
 - b. Framework Agreement between the Government of Ukraine and the Commission of the European Communities signed on 12 December 2006;
- 4) as well as:
- a. Grant Contract no
 - b. Description of the Project, as an annex III to the Grant Contract with its amendments;
 - c. Budget for the Project, as an annex IV to the Grant Contract with its amendments;
- 5) relevant national regulations.
4. The Lead Beneficiary and Beneficiaries hereby declare they have noted and accepted the aforementioned documents and acknowledges the way of presenting them with the amendments of these documents.

§ 3

DURATION OF THE AGREEMENT

1. This Agreement enters into force on the day when the last of Parties signs.
2. This Agreement shall remain valid until all the 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 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. The Beneficiaries shall be responsible to the Lead Beneficiary for their part of the activities and costs.

The Lead Beneficiary is authorised by the Beneficiaries to represent them in all dealings with the MA in the context of the implementation of the Project and shall manage the EU funding in accordance with the details of this Partnership Agreement, the Grant Contract and applicable legal framework.

2. In particular, the Lead Beneficiary shall fulfil the following obligations:
 - 1) to ensure timely commencement and implementation of the entire Project within the time schedule and in compliance with all obligations to the MA;
 - 2) to ensure smooth operational transfer of the EU funding (grant) for all the Beneficiaries and timely financial transactions to all the Beneficiaries as defined in the Project;
 - 3) with assistance and approval of the Beneficiaries, prepare and submit progress reports and final report, follow-up budget documentation, handle requests for payments and requests for amendments;
 - 4) to distribute copies of the Grant Contract and other documents related to the project to all Beneficiaries;
 - 5) to start and implement the Project in accordance with the Grant Contract and the Programme Manual. The Lead Beneficiary shall notify the MA of any factors that may affect implementation of the Project;
 - 6) to manage and monitor appropriate spending of the EU funding (grant) awarded;
 - 7) to carry out the overall accounting of the Project in compliance with the Grant Contract, paying a special attention to the correctness of the public procurement procedures taken for the needs of implementation of the Project and respecting rules on eligibility of costs and requirements of publicity and visibility;
 - 8) to consult other Beneficiaries regularly and keep them fully informed of the progress of the Project;
 - 9) to communicate with the bodies implementing the Programme and notify other Beneficiaries of any substantial communication with the bodies implementing the Programme;
 - 10) to react promptly to any request of the bodies implementing the Programme and Beneficiaries.

§ 5

OBLIGATIONS OF THE BENEFICIARIES

1. By signing this agreement every Beneficiary and the Lead Beneficiary of the Project accepts the following duties and obligations :
 - 1) timely and properly carry out the activities for which it is responsible according to the Grant Contract;
 - 2) to implement the project in line with the principles of economy, efficiency and effectiveness and keep to the principles of sound financial management;
 - 3) to follow the requirements of eligibility of costs as it is indicated in the Grant Contract, Programme Manual and other Programme documents;
 - 4) to draw up and submit expenditure verification reports for its part of the Project;
 - 5) to produce and provide documents, information and data that are required by the Lead Beneficiary to coordinate and monitor the implementation of the Project and for reporting purposes on time;

- 6) 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;
- 7) 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;
- 8) to abide by all rules and obligations stipulated in the Grant Contract as well as in the Partnership Statement, signed by each Beneficiary during application process;
- 9) to produce all documents required for the audit, provide necessary information and, for audit purposes, give access to premises and sites;
- 10) to open a separate or easily identifiable bank account or sub-account and use a separate accounting and double-entry bookkeeping system for accounting the EU funding and expenditures within Project;
- 11) to retain for audit purposes all accounting files, documents and data about its part of the Project on customary data storage media in a safe and orderly manner during all the implementation period of the Project and 5 years after the date of the payment of the balance for the Programme. Other longer retention periods, as might be stated by national law, shall remain unaffected;
- 12) to react promptly (within working days) to any request by the Lead Beneficiary and the Programme bodies also in the sustainability period;
- 13) to comply with applicable national legislation and the Programme rules in terms of accountancy, applicable Programme requirements in terms of public tender procedures, visibility and state aid rules and Project implementation requirements as set in the Grant Contract and programme documents;
- 14) 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 relevant reference period after the completion of the Project;
- 15) to respect all rules and obligations laid down in the applicable legal framework;
- 16) to assist and allow verifications, interim or ex-post evaluations, monitoring missions, on-the-spot verification visits to the Project and checks-on-spot to be carried out by the auditors, by the MA or its authorised third parties, the JTS, supported by the Control Contact Points, 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 payment of the balance for the Programme. The Beneficiaries shall ensure that all original documents or their copies, certified in line with the national legislation, related to the implementation of the Project are made available until the above final date of possible inspections. For the purposes of the verification, evaluation and monitoring the Beneficiaries shall allow the above entities to:
 - a. access the sites and locations at which the Project is implemented;
 - b. examine its accounting and information systems, documents (in a form of originals, where requested) and databases concerning the technical and financial management of the Project;
 - c. examine the produced outputs and results of the Project;
 - d. take copies of the documents;
 - e. carry out on-the-spot verifications;

- f. conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the Project and Project budget.
 - 17) be aware and agree that, for the purposes of protection of the financial interests of the EU, their data may be transferred to internal audit services, the European Court of Auditors, the Financial Irregularities Panel or the European Anti-Fraud Office;
 - 18) the Project including investments and/or an infrastructure component shall repay the EU funding if, within 5 years of the Project closure or within the period of time set out in 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 change, the Beneficiary shall recover sums unduly paid in respect of the Project in proportion to the period for which the requirement has not been fulfilled.
2. Additionally, every Beneficiary, except the Lead Beneficiary, is obliged:
- 1) to 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
 - 2) to timely (within working days) notify the Lead Beneficiary of any event that could lead to any deviation of the Project;
 - 3) to 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. Each Beneficiary has the right to receive information from the Lead Beneficiary on the issues related to the management of the Project and the financial flows received from and transferred to the MA.
2. The Lead Beneficiary has the right to receive information and documentation from the Beneficiaries related to the activities and expenditure 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 for 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 a case, the Beneficiary involved must announce this immediately in writing to other Beneficiaries.
3. The MA/JTS are not parties of the Partnership Agreement or in the disputes that may arise between the contracting parties or towards third parties.

§ 8

REPORTS

1. Each Beneficiary shall draft individual brief narrative report, and final report as stipulated in §16 of the Grant Contract with respective attachments, including certificates, evidence documents on implemented activities and expenditures and submit to the Lead Beneficiary in accordance with the requirements stipulated for the Lead Beneficiary in the Grant Contract and Guidelines on expenditure verification.
2. Each Beneficiary, including the Lead Beneficiary, shall prepare their individual brief narrative, 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.
3. Each Beneficiary must provide the Lead Beneficiary with the information needed to draw up the final report and other documents or information required by bodies implementing the Programme.
4. For preparation of brief narrative report the deadline for submission of reporting documentation by other Beneficiaries to the Lead Beneficiary are[min. 10] working days before the deadline when a report should be submitted to the JTS.
5. For preparation of final report the deadline for submission of reporting documentation by other Beneficiaries to the Lead Beneficiary are[min. 10] working days before the deadline when a report should be submitted to the JTS.
6. The Lead Beneficiary shall send to every Beneficiary the e-version of final report submitted to the Programme bodies and keep the Beneficiaries informed of all relevant correspondence.
7. In the event of the default of reports or in the event of non-fulfilment of the rules concerning eligibility of expenditure during the verification of reports by the JTS, the Lead Beneficiary shall ask the Beneficiary(ies) to redraft the submitted reports in working days. The Lead Beneficiary shall use the official methods of correspondence with other Beneficiaries to receive the answer to its requests. If the Beneficiaries fail to comply with the set deadline, the Lead Beneficiary may deny the ineligible expenditure declared by the 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

1. The financial contribution of all Beneficiaries towards expenditures involved in Project implementation, as well as the maximum amount of funding for each Beneficiary from the Programme budget are specified in the *Annex no ... Detailed Budget of the Project* to this Partnership Agreement. The overall Budget for the Project is specified in the annex IV to the Grant Contract.
2. The financial reports of the entire project will be settled by the Managing Authority basing on the per cent rate indicated in the Grant Contract. The financial settlements between the Lead Beneficiary and Beneficiaries will be conducted basing on the per cent rate, indicated in the abovementioned *Annex no. 4 Indicative division of the total project budget among the Beneficiaries* to this Partnership Agreement. The Lead Beneficiary and Beneficiaries acknowledge and accept the financial risks, caused by different per cent rates of the EU co-financing set by the Grant Contract and by the Annex no ... to the Partnership Agreement. The financial losses the

rates' difference may result will be covered by ... (*Lead Beneficiary, Beneficiary 1 ... , or more elaborated mechanism*).

§ 10

TRANSFERRING THE FUNDS TO THE BENEFICIARY

1. The Lead Beneficiary transfers the funds to the bank accounts of Beneficiaries in the appropriate amount and in compliance with the request for payment approved by the Managing Authority and accounting for all deductions or the financial corrections imposed on the request for payment by the Managing Authority or by an entity appointed by the Managing Authority. The Lead Beneficiary informs the Beneficiaries about the above mentioned corrections.

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*).

2. The Lead Beneficiary is obliged to transfer the funding to:
 - Beneficiary 1 as [*please select: pre-financing/ reimbursement*] in [*please indicate number*] tranches within ... days from [*please select: the day when the funding from the Managing Authority is received at Lead Beneficiary's account / finalization of Beneficiary 1 activity/ another date - please specify*];
 - Beneficiary ... as [*please select: pre-financing/ reimbursement*] in [*please indicate number*] tranches within ... days from [*please select: the day when the funding from the Managing Authority is received at Lead Beneficiary's account / finalization of Beneficiary ... activity/ another date - please specify*].

) The transfer(s) will be made to the bank accounts of each Beneficiary, specified in Annex no to this Agreement.

3. The following conditions must be satisfied before the funds are transferred to Beneficiaries by the Lead Beneficiary: (*please specify: the obligations under this Partnership Agreement have been fulfilled, the request for payment has been approved by the Managing Authority, and the funds have been transferred to the Lead Beneficiary's bank account*), as provided for in the Grant Contract.

§ 11

RECOVERY OF FUNDS

1. If the EU co-financing was paid to the Beneficiary has been considered by the MA or other respective authorities performing checks, controls or audits 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 Managing Authority 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 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 the Beneficiary to recover of 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 Managing Authority without any delay.
4. If the Beneficiary 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 Managing Authority shall be deducted by the Lead Beneficiary from the subsequent amount of due EU co-financing. If the amount of EU co-financing 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 EU co-financing payable to the Managing Authority together with interest, by taking legal measures available. The costs of measures taken to recover the amount of wrongly used EU co-financing shall be borne by the Beneficiary.

§ 12

CONTROLS AND AUDITS

1. The Beneficiary shall be subject to controls and audits within the scope of implementing his part of implementation of the project and maintaining its durability. The controls and audits shall be conducted by entities entitled to carry out control-related activities in accordance with the applicable national and EU legislation, Grant Contract and the Programme documents.
2. The Beneficiary shall give access to all the documents on project implementation, including the electronic versions of documents to the entities referred to in paragraph 1, throughout the entire period when such documents are kept.
3. The Beneficiary shall take corrective action within the deadlines specified in the recommendations deriving from the above-mentioned verifications and audits.
4. The Beneficiary 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, REVENUE GENERATION

Ownership, title and intellectual and industrial property rights in the result of the Project and the reports and other documents relating to it shall be vested in the Parties.

2. The Lead Beneficiary and Beneficiaries grant the MA and the European Commission 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.
3. Project shall not have the purpose or effect of producing a profit for the Lead Beneficiary and Beneficiaries. In the case of EU funding (grant), profit is defined as a surplus of receipts over the costs incurred by the Lead Beneficiary and/or Beneficiaries when the request is made for the payment of the balance. The Lead Beneficiary and Beneficiaries shall ensure that the outputs and results of the Project shall be made available to the public (public domain) freely and free of charge in order to guarantee widespread publicity of the outcomes of the Project. Other provisions on availability of outputs and results of the Project are allowed only with the consent of the MA.

§ 14

VISIBILITY

1. The Lead Beneficiary and the Beneficiaries shall ensure adequate visibility of the EU co-financing 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 by the Lead Beneficiary or any of the project Beneficiaries concerning the Project, including those given at a conference or seminar, must specify that the Project has received EU funding. Any publication by the Lead Beneficiary and Beneficiaries, 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 Cross-border Cooperation Programme Poland-Belarus-Ukraine 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 Cross-Border Cooperation Programme Poland-Belarus-Ukraine 2014-2020."
4. Each Beneficiary authorises the Managing Authority, the Joint Technical Secretariat and the European Commission via the Lead Beneficiary to publish in any and by any means, the following information:
 - 1) the name of the Lead Beneficiary and its Beneficiaries;
 - 2) contact data of project representatives;
 - 3) the project title;
 - 4) the summary of the project activities;
 - 5) the objectives of the project;
 - 6) the project start and end dates;
 - 7) the grant amount and the total eligible cost of the project;
 - 8) the geographical location of the project implementation;
 - 9) abstracts of the final report;
 - 10) other materials related to the project implementation, including pictures, audio-visual documentation, etc.
4. Each Beneficiary 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 the part of the project for which each Beneficiary is responsible. The information shall be sent within working days from receiving the request from the Lead Beneficiary.
5. Beneficiaries consents to the Managing Authority's and any institutions' appointed by the Managing Authority publication of audiovisual documentation on the implementation of project in any form and through any media.

§ 15

INADEQUATE PROJECT IMPLEMENTATION

1. The Parties shall take note that where target values of the output indicators identified in Grant Contract were not achieved, the Managing Authority:
 - 1) may adequately reduce the value of co-financing;
 - 2) may request reimbursement of part or total of the paid amount of EU co-financing.
2. In relation to the paragraph 1, the Lead Beneficiary may ask any Beneficiary to appropriately document reasons for failing to achieve values of indicators assigned to its part of the project as stipulated in *(please, name the document where the responsibilities for the achievement of the concrete indicator will be set and attach it to the Partnership Agreement)* and its measures designed to achieve the above mentioned indicators. If Beneficiary via the Lead Beneficiary informs on reasons for failing to achieve values of target indicators declared in annex*(as specified above)*, which were independent from him, forwards appropriately documents about such reasons and informs on efforts made to achieve the indicators, the Managing Authority may waive from the application of sanctions referred to in § 15 point 1.
3. The Parties shall take note that in case where the project specific objective was not achieved and the Parties failed to exercise due diligence while achieving it, the Managing Authority may claim for reimbursement of the proportionate part of paid amount of funding. 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 measures implemented not in line with assumptions presented in Grant Contract, may be reduced in an appropriate manner.
4. If on the basis of the § 15 point 3, the Managing Authority requests Lead Beneficiary to reimburse the misspent part of funding amount related to activities of at least one Beneficiary, the provisions of § 11 shall apply accordingly.

§ 16

AMENDMENTS TO PARTNERSHIP AGREEMENT

1. The amendments to Partnership Agreement must be agreed by all Partners and introduced in writing by signing addendum to this agreement. The Lead Beneficiary shall present the amended agreement to the JTS no later than within 30 days from the conclusion of the amendment.
2. Substantial changes in the Partnership Agreement (i.e., 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 Partnership Agreement before final report is submitted to JTS.
3. Changes of the project bank account and 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 the Beneficiary to the Lead Beneficiary. In case where Beneficiary does not inform the Lead Beneficiary of the change of the 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 the..... *(please, indicate state)*.

2. In the case of any dispute arising between the Parties as regards the interpretation or implementation of this Partnership Agreement, the Parties shall seek to resolve their dispute by mediation. To this end, each Beneficiary/Lead Beneficiary shall designate one independent mediator. 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 subject to the jurisdiction of a common court having material competence in the (please, indicate state).
 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 English and language(s) (in case of several languages the English version prevails).
3. Each Party shall receive copy/ies of the Partnership Agreement.
4. Unless the Parties shall decide otherwise, any communication between them shall be in (indicate language/languages): Language of correspondence with the MA/JTS and the language of reports shall be English.

§ 19

ANNEXES

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

Annex 1.: Financial Identification Form [for each project Beneficiary]

Annex 2.: Authorisation for signing the Partnership Agreement on behalf of the Lead Beneficiary;

Annex 3.: Authorisation for signing the Partnership Agreement on behalf of the Beneficiary ... [for each Beneficiary]

Annex 4.: Indicative division of the total project budget among the Beneficiaries;

Annex 5.: Assignment of the output and result indicators to the Beneficiaries;

On behalf of

LEAD BENEFICIARY

[full name of the Lead Beneficiary]

.....

First name and surname

.....

Position

.....

Signature and stamp (if applicable)

.....

Place, date

.....

On behalf of

BENEFICIARY no²

[full name of Beneficiary no ...]

.....

First name and surname

.....

Position

.....

Signature and stamp (if applicable)

.....

Place, date

.....

² To be adjusted to the number of beneficiaries participating in the project.

Indicative division of the total project budget among the Beneficiaries

Beneficiary		Country	Total budget	Total budget of the project, out of which:		
				Maximum amount of the grant		Minimum amount of own co-financing
No.	Name		EUR	EUR	% of the beneficiary's part of the project	EUR
LB						
B1						
...	...					
Total						

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/event s/etc. -	Total – xxx, including: LB – x B1 – x B2 – x B__ – 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 – x B1 – x B2 – x B__ – x	Total – xxx, including: LB – x B1 – x B2 – x B__ – x	

