Template for the Partnership Agreement

**within the “Environment, Energy and Climate Change” Programme**

**EEA Financial Mechanism 2014-2021**

This agreement (**Partnership Agreement**) is signed

between

..................................................

..................................................

..................................................

..................................................

(name, full address, tax ID number or other of the Beneficiary)

Represented by

..................................................

..................................................

hereinafter referred to as the Project Promoter,

and

..................................................

..................................................

..................................................

..................................................

(name, full address tax ID number of other of the Partner)

Represented by

..................................................

..................................................

hereinafter referred to as the Project Partner,

hereinafter jointly referred to as the Parties

for the implementation of the ………………………… (title of the project/initiative)

**Article 1**

 **Scope and objectives**

1. This Partnership Agreement (hereinafter referred to as the “Agreement”) defines the rights and obligations of the Parties and sets forth the terms and conditions of their cooperation in the implementation of the Project.

**Article 2**

**Objective and duration of the agreement**

1. The objective of the Partnership Agreement between the aforementioned Parties shall be the implementation of the project entitled ……………………………………………… …………………………………………...................................................................................................*,* which will be implemented in ................................ (*please provide the name of location/locations of the project implementation*) in the period ........................... *(please indicate the period of the project implementation)*.
2. The aim of the Partnership Agreement is to regulate mutual rights and obligations of the Parties with regard to the implementation of the aforementioned Project in terms of division of responsibilities, terms and conditions of payments, reporting, control and audit, as well as in terms of project management, including financial management.

This Agreement shall enter into force on the date of the last signature by the Parties The terms and conditions of the Partnership Agreement shall remain in full force and effect from the day of the agreement conclusion to the day of the final report acceptance by the Programme Operator.

**Article 3**

**Legal Basis**

1. The Parties shall act in accordance with the legal framework of the EEA Financial Mechanism 2014-2021, in particular:
	1. Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2014-2021
	2. Regulation on the implementation of the European Economic Area Financial Mechanism 2014-2021
2. The Parties expressly acknowledge to have access to and to be familiar with the content of the above-mentioned documents.

**Article 4**

**Contact Details**

The Project Promoter is represented by:

Mr/Mrs/Ms (name of a person representing the organisation) …..

(Title within the organisation) ......

Telephone:.........

e-mail:

The Project Partner is represented by:

Mr/Mrs/Ms (name of a person representing the organisation) …..

(Title within the organisation) ......

Telephone:.........

e-mail:

**Article 5**

**Division of duties between the Parties**

1. The division of duties between the Parties with regard to the project implementation and management, between Partners is regulated by the Annex no 1. An overview of the total project budget and the budget share of each Party is fixed in annex no. 2.

 **Article 6**

 **Objective**

1. The purpose of the Partnership Agreement is to implement the project designed to achieve outcomes and objectives between the Project Promoter and Project Partner under the *Environment, Energy and Climate Change* Programme. The Project Promoter in cooperation with the Project Partner sets up a performance of tasks’ schedule together with a detailed budget by activity.

**Article 7**

**General obligations of the Parties**

1. The Parties agree to cooperate in order to achieve the objectives of the Project.
2. The Parties undertake to carry out their tasks on the Project with due diligence and in a timely manner, in accordance with the application form, including a timetable, the Project Contract signed between the Project Promoter and the National Fund of Environmental Protection and Water Management.
3. The Parties undertake to carry out promotional activities in accordance with the application form and the provisions of the Information and Communication Requirements for the EEA Financial Mechanism 2014-2021 (Appendix number 3 to the Regulations).
4. The Parties undertake to use the funds allocated for the implementation of the Project in accordance with the relevant rules and procedures, in particular cost-effectiveness, in line with the principles of efficiency, fair competition and fair treatment of potential contractors and in accordance with the schedule for disbursement of funds in the application.
5. The Parties undertake not to make claims against each other concerning reimbursement of costs other than those resulting from the scope of obligations stipulated in the present Agreement and in Project documentation submitted to the National Fund of Environmental Protection and Water Management.
6. The Parties shall immediately inform each other about any circumstance which has or could have influence on the Project implementation, including changes in costs and deadlines of completing particular activities.

# Article 8

**General obligations of the Project Promoter**

Project Promoter as the leading institution in the partnership is responsible for the overall coordination, management and implementation of the Project. It assumes sole responsibility for the successful implementation of the Project towards the Programme Operator.

Project Promoter shall:

1. implement the obligations resulting from Article 7 of the Agreement;

ensure compliance between this Agreement and the Project Contract signed between the the National Fund for Environmental Protection and Water Management and Project Promoter;

provide the National Fund for Environmental Protection and Water Management with the final report of the Project on the basis of the Project Contract;

coordinate financial management of funds from the *“Environment, Energy and Climate Change*” Programme assigned to the Project based on the provisions of this Agreement and the Project Contract;

represent the Partner in relation to entities authorized to audit the Project;

provide the Project Partner with access to all available documents, data, and information in its possession that may be necessary or useful for the Project Partner to fulfil its obligations; in cases where such documents, data and information are not available in English, it shall provide an English translation thereof when so requested by the Project Partner.

# Article 9

**General obligations of the Project Partner**

The Project Partner shall:

1. implement the obligations resulting from Article 7 of the Agreement,
2. provide information to the Project Promoter of all of its duties and responsibilities and to provide all necessary documents (including financial) relevant to the activities carried out by the dates and in the form enabling the preparation and timely submission of the interim and finalreports by the Project Promoter. In the case of need to clarify either the interim or final report - to promptly provide the requested clarifications and/or documents concerning the activities carried out by the Partner;
3. keep records of events in a manner to allow for the identification of the costs incurred for the Project (*if applicable*);
4. reimburse any amounts received in excess of the amounts deemed or unduly paid in part implemented by the Project Partner (*if applicable*);
5. provide all the necessary documents related to the Project in case of audit or control performed by the National Fund for Environmental Protection or other authorized institutions as described in Project contract;
6. respect and comply with all instructions and deadlines set by authorized institutions in the implementation of the Project, including the correction of any errors or irregularities;
7. promote the Project.

**Article 10**

**Project Budget, Costs and Payments**

1. In accordance with the Art.8.3 of the Regulation on the implementation of the EEA FM 2014-2021, the Project Partner shall be funded only for its own tasks carried out within Project, pursuant to its actual duly justified eligible costs.
2. The eligible expenditures of the Project Partner within the project will not exceed Euro …….. The Project Partner’s budget constitutes an annex no. 2 of the partnership agreement and it may not be revised during the project implementation.
3. In accordance with the Art.8.2 of the Regulation on the implementation of the EEA FM 2014-2021 and in accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs connected with the activities, events or projects within the project towards the National Fund for Environmental Protection and Water Management.
4. Costs of the Project Partner shall be reimbursed based ondocuments indicated in the Article 16. The Project Partner costs for reimbursement includes inter alia the prevailing hourly rate in the Project Partner organisation (currently …. ,-), tickets, accommodation and other travel expenses following the Project Partner state regulations and other minor miscellaneous expenses regarding visits.
5. The accounting currency used between the Project Partner and the Project Promoter will be euro. The amount to be reimbursed shall be expressed and transferred to the Project Partner in euro.
6. Expenditure incurred by the partner shall be converted into the reporting currency according to the valid exchange rate as recorded by the European Central Bank, valid on the month in which the expenditure was incurred.
7. Parties will bear the respective exchange rate risk.
8. In line with the Article 8.7(2)(b) of the Regulation on the implementation of the EEA Grants 2014-2021 the exchange rate cost is recognised as an eligible cost within the project.
9. Indirect costs are eligible within the project for both project Promoter and Project Partner.The only allowable method for identifying indirect costs shall be a flat rate of up to 25% of total direct eligible costs, excluding the direct eligible costs of subcontracting and the costs of resources made available by third parties which are not used on the premises of the Project Promoter or Project Partner, in accordance with Article 8.5(1)(b) of the Regulation.
10. Reimbursement of expenditures for the Project Partner shall be transferred by the Project Promoter at the latest in …… from the date of reimbursement of expenditures declared in the approved payment claim submitted by the Project Promoter to the National Fund for Environmental Protection and Water Management.
11. Reimbursement of incurred expenditures will be transferred by the Project Promoter on the indicated by the Project Partner bank details.

Bank account:;

IBAN:

SWIFT:.

**Article 11**

**Eligibility of expenditures**

1. Expenditures incurred before the starting date of eligibility of expenditures for the Project *(the date of issuing the final decision of the Programme Operator on issuing grant to the Project)* and after the date of completing the Project *(pursuant to the application form)* shall not be eligible
2. The final date of eligibility of expenditures cannot go beyond the *date set out in Art.8.13.Clause 3 of the* *EEA 2014-2021 Regulation*.

**Article 12**

**Obligations concerning documentation and record keeping**

1. Having completed the Project implementation, the Project Promoter shall undertake to store documentation including documents sent by Project Partner for at least 5 years from the day of approval of the Final Programme Report. At the same time, the Programme Operator undertakes to provide the Project Promoter with information on the date of Final Programme Report’s approval.
2. The Parties will make the whole original Project documentation accessible for the institutions authorized to control and audit the project implemented under the EEA Grants.

**Article 13**

**Public Procurement**

1. National and EU law on public procurement shall be complied with by the Parties at any level in the implementation of the Project.

2. The applicable procurement law is the law of the country in which the procurement is being carried out.

**Article 14**

**Irregularities**

1. Irregularities are defined in line with Article 12.2 of the Regulation.
2. In case of irregularities, it is the Party responsible for the deficiencies that bears the consequences.
3. In case of non-observance or violation of rights and obligations arising from the Agreement which will result in unlawful use of funds from the awarded grant, the Party which has failed to observe or violated obligations shall bear the responsibility for all financial effects.

# Article 15

**Reimbursement**

1. If an irregularity results in a financial effect, the National Fund for Environmental Protection and Water Management may demand a part or total reimbursement of the grant. If the Partner has received funding from the project, a reimbursement in compliance with the claim from the National Fund for Environmental Protection shall be made to the Project Promoter. When informed about a claim of reimbursement, the Project Promoter shall immediately notify the Partner about the claim and the amount to be transferred from the Partner to the Project Promoter.
2. The Partner shall pay to the account of the Project Promoter the specified amount on time enabling the reimbursement of funds of National Fund of Environmental Protection and Water Management, within the deadline indicated by the National Fund of Environmental Protection and Water Management.

**Article 16**

**Proof of expenditure**

1. Costs incurred by the Project Partner shall be supported by *(choose one or any combination of the following methods of documenting expenses)*:
	1. receipted invoices or
	2. accounting documents of equivalent probative value or
	3. account notes with an attached report approved by an independent and chartered auditor, certifying incurred expenditures and confirming that the claimed costs are incurred in accordance with the EEA FM Regulation 2014-2021, the national law and accounting practices of the Donor Programme Partner’s State.

2. Proof of expenditure shall be provided by the Project Partner to the Project Promoter to the extent necessary for the Project Promoter to comply with its obligations to the Programme Operator.

**Article 17**

**Audit and Final Provisions**

1. For the needs of audit or control of the project carried out by an authorised institution, the Project Partner is obliged to provide required information and access to all documentation related to project implementation, including financial documentation.

# Article 18

**Modifications of the project during its implementation**

1. Any modifications of the Project concerning both Parties which will be presented to the National Fund for Environmental Protection and Water management must be previously approved by the Parties of the Project.

# Article 19

**Protection of the Project results**

1. The division of copyrights and other rights with regards to the works created during the Project and other durable results is as follows (*if applicable)*:

- Result 1 - *please specify who will be the owner of copyrights*

- Result 2 - *please specify who will be the owner of copyrights*

**Article 20**

**Protection of intellectual property**

1. Intellectual property rights, including copyrights and industrial property rights, vested prior to the start of the Project, or arising on its course, but not related to the Project, are entitled to the respective, endowed with the right Partners, unless the Project Partner in writing grants other Party or Parties the appropriate rights, to a certain extent to use these rights for the Project Implementation.

2. Only Partners, who create their subject matter (Results) are entitled to the intellectual property rights arising during the implementation of the Project.

3. Programme Operator shall be provided with the right to use the photographs, videos as well as other Project-related PR materials that have been created as a result of the partnership project for free for 5 years after submitting final report.

**Article 21**

**Confidentiality**

1. The parties undertake to comply with all provisions contained in the applicable legal provisions related to data protection, including in particular the EU Regulation 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of the natural persons with regard to the processing personal data and on the free movement of such data, and repelling the directive 95/46/EC (General Data Protection Regulation -text with the EEA relevance). As well as all technical, commercial, organisational or financial information, including data, documents, projects etc., acquired from other parties, subject to confidentiality, in connection with the implementation of the Project or termination of the Partnership Agreement.

2. Confidential information may be used only in accordance with the purpose for which it was provided and in accordance with the provisions of this Agreement. Confidential information may be disclosed to a third party

a) if concerning information referred to in section 1 in this paragraph – only with the written consent of the other party, provided it does not violate generally applicable laws

or

b) if concerning the information referred to in the section 2 of this paragraph - with the written consent of the Party, who gave the information, provided it does not violate generally applicable rules.

3. The obligation to maintain confidentiality does not apply to publicly known information received from a third party without confidentiality obligation, information that has been independently developed without knowledge of the information received, or the situation where the obligation to transfer information stem from the current legislation (e.g. at the request of the authorized bodies)

4. Each Partner is responsible for ensuring compliance with the above rules by their employees and associates.

**Art 22**

# Final provisions

1. To all matters not regulated by this Agreement, provisions of Polish law shall apply.
2. Any amendments and additions to this Agreement shall be made in writing, otherwise being null and void.
3. If any dispute relating to the implementation or interpretation of the Agreement arise, there shall be mutual consultations between the Parties with a view to secure a successful implementation of the activities referred to in this Agreement.

**Attachments to the Partnership Agreement constituting its integral part:**

1. Attachment no.1 - Division of the duties between the Parties
2. Attachment no. 2 – Budget of the Project – Planned disbursement of funds within the Project shared between the Parties (including a method to settle indirect costs)

This Agreement has been prepared in two originals, of which each Party has received one.

Signed by:

|  |  |
| --- | --- |
| Place and date:Organisation:Name: Title: Signature: | Place and date:Organisation:Name: Title: Signature: |

Annex no. 1 to the Partnership Agreement within the Programme “Environment, Energy and Climate Change”

**DIVISION OF OBLIGATIONS BETWEEN THE PARTIES**

Project Promoter is responsible for the implementation of the following activities within the project:

1.

2.

3.

Partner is responsible for the implementation of the following activities within the project:

1.

2.

3.

…

Annex no. 2 to the Partnership Agreement within the Programme “ Environment ,Energy and Climate Change”

**PROJECT BUDGET AND BUDGET SHARE BETWEEN THE PARTIES INCLUDING BOTH DIRECT AND INDIRECT COSTS**