



Partnership Agreement

Project:

.....

Acronym:

No.:/2009



Partnership Agreement

(form version No. 01)

Index of Articles

Article 1. Definitions.....7
Article 2. Subject of Partnership Agreement7
Article 3. Duration of Partnership Agreement8
Article 4. Rights and obligations of the Lead Partner8
Article 5. Rights and obligations of the Project Partners9
Article 6. Division of tasks among the Project Partners11
Article 7. Assignment to third party11
Article 8. Project Budget and Eligible Expenditure.....12
Article 9. Advance payment and reimbursement procedure.....12
Article 10. Termination clause.....13
Article 11. Recovery of the unduly paid amounts13
Article 12. Liability.....14
Article 13. Retention and confidentiality of documents14
Article 14. Conflict of interests and double financing15
Article 15. Project visibility15
Article 16. Ownership/Use of results and equipment15
Article 17. Application of the General Conditions of the IPA Subsidy Contract.....15
Article 18. Interpretation clause.....15
Article 19. Amendments16
Article 20. Partnership composition changes.....16
Article 21. Applicable law and dispute settlement16
Article 22. Notices16
Article 23. Expiration Term17
Article 24. Personal data treatment17
Article 25. Fees and expenses17
Article 26. Number of originals17
Article 27. Entry into force17
Article 28. Annexes.....17

LP stamp

MA stamp



Partnership Agreement

(form version No. 01)

Having regard to:

1. EUROPEAN COUNCIL REGULATION (EC) No 1085/2006 of 17 July 2006 establishing an Instrument for Pre-Accession Assistance (IPA);
2. EUROPEAN COMMISSION REGULATION (EC) No 718/2007 of 12 June 2007 implementing the COUNCIL REGULATION (EC) No 1085/2006 establishing an Instrument for Pre-Accession Assistance (IPA), as being amended by the COMMISSION REGULATION (EU) No 80/2010 of 28 January 2010;
3. The IPA Adriatic Cross-border Cooperation Programme “CCI2007CB16IPO001”, approved by the European Commission with Decision (2008) n. 1073 of 25 March 2008, amended with the EC Decision (2010) n. 3780 of 30 June 2010;
4. The Call for Proposals under which the Project Partners have submitted the Project Application Form;
5. The Project Application Form, jointly submitted by the Project Partners through their Lead Partner to require the Programme contribution and its revisions of time plan and/or budget;
6. The Funding Allocation Letter (FAL) issued by the Managing Authority;
7. The European Community rules related to:
 - a. public procurements;
 - b. eligibility of expenditures;
 - c. protection of personal data;
8. The Management and Control Manual, the FLCOs Guidelines and the Implementation Manual of the IPA Adriatic Cross-border Cooperation Programme;
9. The IPA Subsidy Contract, including the General Conditions, both published on the Programme website: www.adriaticipacbc.org.

The following agreement is concluded among:

Lead Partner

Full name:

Address:

Fiscal Code:

hereinafter referred to as the “LP” and represented by:

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Partnership Agreement

(form version No. 01)

(on the basis of the power of attorney dated, here annexed if applicable);

Project Partner n. 01

Full name:

Address:

Fiscal Code:

hereinafter referred to as the "PP1" and represented by:

(on the basis of the power of attorney dated, here annexed if applicable);

Project Partner n. 02

Full name:

Address:

Fiscal Code:

hereinafter referred to as the "PP2" and represented by:

(on the basis of the power of attorney dated, here annexed if applicable);

Project Partner n. 03

Full name:

Address:

Fiscal Code:

hereinafter referred to as the "PP3" and represented by:

(on the basis of the power of attorney dated, here annexed if applicable);

Project Partner n. 04

Full name:

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Partnership Agreement

(form version No. 01)

Address:

Fiscal Code:

hereinafter referred to as the "PP4" and represented by:

(on the basis of the power of attorney dated, here annexed if applicable);

Project Partner n. 05

Full name:

Address:

Fiscal Code:

hereinafter referred to as the "PP5" and represented by:

(on the basis of the power of attorney dated, here annexed if applicable);

Project Partner n. 06

Full name:

Address:

Fiscal Code:

hereinafter referred to as the "PP6" and represented by:

(on the basis of the power of attorney dated, here annexed if applicable);

Project Partner n. 07

Full name:

Address:

Fiscal Code:

hereinafter referred to as the "PP7" and represented by:

LP stamp

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Partnership Agreement

(form version No. 01)

(on the basis of the power of attorney dated, here annexed if applicable);

Project Partner n. 08

Full name:

Address:

Fiscal Code:

hereinafter referred to as the "PP8" and represented by:

(on the basis of the power of attorney dated, here annexed if applicable);

Project Partner n. 9

Full name:

Address:

Fiscal Code:

hereinafter referred to as the "PP9" and represented by:

(on the basis of the power of attorney dated, here annexed if applicable);

Project Partner n. 10

Full name:

Address:

Fiscal Code:

hereinafter referred to as the "PP10" and represented by:

(on the basis of the power of attorney dated, here annexed if applicable);

Project Partner n. 11

Full name:

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Partnership Agreement

(form version No. 01)

Address:

Fiscal Code:

hereinafter referred to as the "PP11" and represented by:

(on the basis of the power of attorney dated, here annexed if applicable);

Project Partner n. 12

Full name:

Address:

Fiscal Code:

hereinafter referred to as the "PP12" and represented by:

(on the basis of the power of attorney dated, here annexed if applicable);

Project Partner n. 13

Full name:

Address:

Fiscal Code:

hereinafter referred to as the "PP13" and represented by:

(on the basis of the power of attorney dated, here annexed if applicable);

Project Partner n. 14

Full name:

Address:

Fiscal Code:

hereinafter referred to as the "PP14" and represented by:

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Partnership Agreement

(form version No. 01)

(on the basis of the power of attorney dated, here annexed if applicable);

Project Partner n. 15

Full name:

Address:

Fiscal Code:

hereinafter referred to as the “PP15” and represented by:

(on the basis of the power of attorney dated, here annexed if applicable);

hereinafter referred to as the “Project Partners”

Article 1. Definitions

Definitions and abbreviations mentioned in this Agreement refer to what ruled under the IPA Regulations, the IPA Adriatic Programme and the General Conditions of the IPA Subsidy Contract.

The definitions of “Lead Partner” and of “Project Partners” refer to the “Lead Beneficiary” and to the “final beneficiaries” as referred to in the IPA Regulations, in the IPA Adriatic Programme, in the IPA Subsidy Contract and in the General Conditions of the IPA Subsidy Contract.

Article 2. Subject of Partnership Agreement

1. The subject of this Agreement aims to establish the cooperation principles and procedures as well as mutual obligations among the Partners in the meaning of Art. 96, § 1, point a) of Commission Regulation (EC) No. 718/2007.
2. By this Agreement, the Partners establish their rights and duties, with the aim to achieve the objectives of the Project in compliance with the legal and conventional framework specified here above.
3. Moreover, the Agreement specifies the rules governing the recovery procedure of the amounts unduly received by the Project Partners.
4. This Agreement will be an integral part of the IPA Subsidy Contract signed between the MA and the Lead Partner. Any modification, amendment or *addendum* to its provisions shall be promptly notified to the Managing Authority.
5. The annexes – including all provisions they are based on and refer to – are considered to be an integral part of this Agreement.

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MA stamp



Partnership Agreement

(form version No. 01)

Article 3. Duration of Partnership Agreement

1. The implementation period of the Project is no. months from the starting date of the Project.
2. This Agreement shall expire once all obligations of the Lead Partner determined in the IPA Subsidy Contract are fulfilled. In any case, the expiration term does not exceed the third year following the last budget commitment of the Programme.
3. During the implementation period of the Project, as well as after the end of this period, all the Project Partners have the obligation to archive and make available to the JTS, MA, CA, AA, European Commission and any other body designated to perform controls on the use of the financing, all Project related documents, including the inventory for the revenues generated, on a three years period after the official closure of the Programme. This period shall be interrupted either in case of legal proceedings or upon the duly motivated request of the MA.

Article 4. Rights and obligations of the Lead Partner

1. The Lead Partner is responsible before the Project Partners and the Managing Authority for general coordination, management and implementation of the Project. In particular, it is responsible for the correct management of the Programme contribution for Project implementation by all Project Partners.
2. The Lead Partner is the only legal entity entitled to contact the Managing Authority on behalf of all Project Partners. The Lead Partner is obliged to make available to the other Project Partners, in any form, documents and information received from the Managing Authority and useful for their Project's activities implementation.
3. The Lead Partner will ensure the start of the Project's implementation activities, in compliance with the updated Project time plan, here annexed. If necessary, the Lead Partner is obliged to take any legitimate action in order to perform this obligation.
4. The Lead Partner is obliged:
 - a) to ensure correct implementation of the Project's activities. If necessary, it will promptly inform the Project Partners, as well as the Managing Authority, on all circumstances that may have negative impact on dates and scope of actions established in the Project Application Form;
 - b) to take all actions necessary to receive on time the Community contributions by the Programme, as well as to transfer promptly the grant received to each Project Partners' bank accounts, within the expiration time of No. days from the receipt date;

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Partnership Agreement

(form version No. 01)

- c) to send to the MA the hard copy of the Declarations on Validation of Expenditures (DVEs) collected from all Project Partners to support the request of reimbursement;
 - d) to fill in and apply for Community contribution reimbursement (Application for Reimbursement - AR) of the Project eligible expenditures in conformity with the provisions set out in the IPA Subsidy Contract;
 - e) to monitor the progress in the implementation of the Project, its output indicators and results and to provide this information in the Project Progress Report at least twice per year: by 31st October and 30th April;
 - f) to collect all the information and documents in accordance with the MA's monitoring and reporting principles;
 - g) to prepare and submit to the MA the Project final report at the closure of the Project;
 - h) to request any information and additional documents from the Project Partners to ensure a timely response to the MA/JTS requirements;
 - i) to ensure that the Project Partners have submitted the Progress Reports to the FLCO for validating the expenditures incurred;
 - j) to record, in an appropriate way, the progresses of the Project activities, the payments received from the Programme and the transfers to the Project Partners.
5. For the irregularities committed by a Project Partner, the LP has the right to sue the Project Partner, by any legal means, in order to recover the Community contribution unduly received from the Programme.

Article 5. Rights and obligations of the Project Partners

1. Every Project Partner shall implement the Project with the efficiency, transparency and diligence, in line with the best practice in the field concerned and in compliance with the provisions laid down in this Agreement and in the General Conditions of the IPA Subsidy Contract.
2. Each Project Partner is obliged:
 - a) to fulfil its obligations resulting from the documents governing the implementation of the Programme;
 - b) to undertake all necessary actions for a prompt and full implementation of Project activities;
 - c) to take all necessary actions in order to allow the Lead Partner to meet the obligations provided in the IPA Subsidy Contract.
3. The Project Partner is entirely and solely responsible for the implementation of its tasks, in accordance with the description contained in the Project Application Form. In case that the

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Partnership Agreement

(form version No. 01)

national co-financing contribution is provided by own public funds or by a Public co-financing body, the Project Partner is responsible for ensuring this contribution to the Project.

4. Each Project Partner should promptly inform the Lead Partner on relevant circumstances that have the impact on correctness, timeliness, effectiveness and completeness of its actions.

5. Each Project Partner has the right to receive by the Lead Partner a share of the Community contribution granted by the Programme, according to its own DVE reimbursed. In accordance with Article 39 of Regulation (EC) 718/2007, the Project Partners shall receive the total amount of the Community contribution in due time and in full.

6. Each Project Partner must draw up a Progress Report concerning its tasks and send a true hard copy, signed and stamped, to the LP, without attaching the supporting expenditure documents, for the financial and administrative checks, and simultaneously send the original hard copy of the Progress Report file with the necessary documents of evidence, to the national FLCO for the control and validation of the eligible expenditures. Any Progress Report shall be sent to the FLCO within the following reporting deadlines of each year:

- a) 30th April;
- b) 30th June;
- c) 31st October;
- d) 31st January.

7. In order to provide an audit trail, each Project Partner is obliged to have a separate accounting system or an adequate accounting code for all transactions related to the Project implementation so as to allow the identification of each financial operation within the whole Project.

8. Every Project Partner has to give evidence of all documents required for the audit, control or evaluation, provide necessary information and give access to its business premises to the Programme Authorities, the FLCO, the European Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors. Documents and any data regarding the Project shall be filed for a minimum period of three years after the closure of the Programme, as defined in Art. 133(5), Reg. (EC) 718/2007. The MA must be informed of the location of the archive.

9. Every Project Partner is liable for any irregularities found in the implementation of its Project tasks as specified in the Project Application Form. In case an irregularity is found, the Project Partner is responsible to return a part or the entire Community contribution to the Programme through the Lead Partner.

10. Every Project Partner agrees on processing its personal data for monitoring, promotion and evaluation of the Project by the Lead Partner, by the Programme Authorities, by the FLCO, by the

LP stamp

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Partnership Agreement

(form version No. 01)

National Authority/Coordinator of its Country, by the European Commission and by the European Court of Auditors or by their agents.

11. Every Project Partner is liable towards other Project Partners and to third parties for any damages resulting from its Project activities and consequences of damages, resulting from the tasks and obligations delegated to the third parties within the Project in accordance with Article 6 of this Agreement.

12. When it is necessary, the Project Partner may ask the Lead Partner to request any relevant information from the Managing Authority for the correct implementation of its Project section. In such a case, the Project Partner is obliged to support the request with reasonable motivations or evidence.

13. The reports, as any other official document submitted in relation with the implementation of the operation, must be signed by the legal representative of the Project Partner or by the authorised person.

14. Every Project Partner is obliged to respect the State aid rules as stated on specific European Regulations and granted for the Project implementation, as well as the rules laid down on equal opportunities, sustainable development, and environmental protection principles.

Article 6. Division of tasks among the Project Partners

1. Activities shall be implemented by all Project Partners as specified in the Project Application Form.

Article 7. Assignment to third party

1. Any assignment to a sub-beneficiary shall be done in compliance with Article 10 of the General Conditions of the IPA Subsidy Contract.

2. Each Project Partner commits itself to applying the provisions set out in this Agreement and in the General Conditions of the IPA Subsidy Contract to its sub-beneficiary.

3. In case of assignment to sub-beneficiaries or contractors, the Project Partner is the only responsible before the rest of the Project Partners and the Managing Authority for the compliance of activities carried out by the third parties. Rights and obligations resulting from this Agreement may not be transferred, neither in part nor in whole, to other third party.

4. Any procurement for outsourcing the implementation of the activities shall comply with Article 10 of the General Conditions of the IPA Subsidy Contract.

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Partnership Agreement

(form version No. 01)

Article 8. Project Budget and Eligible Expenditure

1. The budget share of each Project Partner, as well as the maximum amount of the Programme contribution to the Project Partner is fixed in the Project budget, section 5 of the Project Application Form.
2. Project Partners, if strictly necessary, can provide a different distribution of its Project budget envisaged in the total financing plan of the Project approved by the JMC. In such a case, the LP must promptly inform the MA on the changes proposed by indicating the new distribution of the Project costs and by justifying the new reallocation of the resources. The changes proposed must be approved by the MA or by the JMC following the rules set out in Article 17 of General Conditions of the IPA Subsidy Contract.
3. The financial variation cannot exceed the total amount of Programme contribution approved by the JMC, while, if the Project Partner/s expenditures progress is/are lower than the foreseen timetable and spending perspectives here annexed, the JMC may reduce the total Community contribution to the Project Partner/s with a new decision on a grant for the Project.
4. The Project Partner is responsible for the expenditures incurred for the Project implementation. When an expenditure is considered ineligible, than it will not be reimbursed or recovered from the other Project Partners.

Article 9. Pre-financing payment and reimbursement procedure

1. In order to receive the pre-financing payment, the Lead Partner has to submit the appropriate request to the MA in compliance with Article 7 of the IPA Subsidy Contract and has to specify the share of the pre-financing payment for each Project Partner. The pre-financing payment received shall be transferred to each Project Partner according to the following rule:

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2. The LP has to apply for any reimbursement request in compliance with Article 8 of the IPA Subsidy Contract and Article 16 of the General Conditions of the IPA Subsidy Contract.
3. Once the hard copies of the DVEs have been sent to the LP, the LP shall submit the AR, as soon as possible, to the MA.

LP stamp	MA stamp
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Partnership Agreement

(form version No. 01)

4. Where the Managing Authority suspends the reimbursement proceeding by notifying the LP that the AR cannot be approved or performed due to additional checks necessary to be carried out, the Project Partner involved in the additional checks shall immediately cooperate with the Lead Partner to carry out and solve what has been requested by the MA. The same applies when the MA refuses to authorise, or suspends payments or proceeds to recover amounts already paid. The payment of balance to the Project Partner involved in such cases will be authorised once the unforeseen difficulties have ceased.

5. The transfers to the Project Partners are made in Euros. The expenditures incurred in a different currency shall be converted into Euros using the monthly accounting exchange rate of the European Commission in the month in which the expenditure was submitted by the Project Partner to the controllers referred to in Article 108 of Reg. (EC) 718/2007. This exchange rate is published electronically by the European Commission each month at InforEuro (<http://ec.europa.eu/budget/inforeuro/index.cfm?language=en>). The LP will not make any deduction, retention or further specific charge from the amounts that must be transferred to the Project Partners' bank accounts.

6. The Lead Partner will transfer the Community contribution to each Project Partner in compliance with the rule set above under Article 4.4.b). Any delay implies interests in accordance with the following provisions:

- a) the interest rate shall be the rate applied by the European Central Bank to its principal refinancing operations, as published in the "C" series of the Official Journal of the European Union, in force on the first calendar day of the month in which the deadline falls, increased by three and a half percentage points;
- b) the interest shall be payable for the period elapsing from the calendar day following the time limit expiration for payment up to the day of payment.

Article 10. Termination clause

1. In case of termination of the IPA Subsidy Contract in accordance with Article 12 of the General Conditions of the IPA Subsidy Contract, this Agreement will be immediately terminated.

2. Where the agreement termination procedure is started up, the LP may suspend any bank transfer to the Project Partner/ies involved as a precautionary action.

Article 11. Recovery of the unduly paid amounts

1. Where a recovery procedure is in progress, or if any Project Partner is charged with a crime, or attempts of crime against the European Community, or if any irregularity arises from the control procedures, the Project Partner involved shall return to the Lead Partner the amount of the grant received, by the last day of the fourth month following the receipt of the MA recovery order.

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Partnership Agreement

(form version No. 01)

2. Any extra payment unduly received by the Project Partner as a result of an error, shall be repaid to the LP within 20 days from the receipt of the LP's letter requesting a repayment.
3. Procedural charges shall be borne entirely by the Project Partner involved, as well as any bank charges resulting from the return of the undue amounts.
4. The Lead Partner may claim to the competent Court or make a financial off-setting to recover the undue amount from the Project Partner, following the rule provided in Article 18, paragraph 7, of the General Conditions of the IPA Subsidy Contract.

Article 12. Liability

1. Any Project Partner cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of others Project's Partners while the action or omission is performed or is a consequence of the Project. Any Project Partner cannot therefore accept any claim for compensation or increases of payment related to such a damage or injury.
2. The Project Partner shall assume sole liability towards its third parties, including liability for damage or injury arising from their actions or omissions. The Project Partner shall discharge the others Project Partners from any claim for damages as a result of its third party conduct.
3. Any breach of this Agreement or of the General Conditions of the IPA Subsidy Contract causing the termination of the IPA Subsidy Contract or the reduction of the Community contribution to the Project, will entitle the other Project Partners to claim for damage against the Project Partner responsible.

Article 13. Retention and confidentiality of documents

1. Without any prejudice to the purpose of Art. 134, Reg. (EC) 718/2007, each Project Partner undertakes to preserve the confidentiality of any document, information or other material communicated to them until at least for a period of three years following the closure of a IPA Adriatic CBC Programme.
2. Where applicable, any document, information or other material related to any State aid regime following the Programme contribution granted by the Programme, shall be recorded for 10 years from the date on which the Programme contributions have been granted.
3. Without prejudice to any industrial and intellectual property rights, each Project Partner grants the other Project Partners and anyone in charge of controls, audits and verifications, the right to use any document or information, in whatever form it has been provided about the Project Partner's qualifications or its Project's activities within the terms laid down in the IPA Subsidy Contract.

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Partnership Agreement

(form version No. 01)

Article 14. Conflict of interests and double financing

1. Each Project Partner commits itself to taking all necessary precautions to avoid conflicts of interests or double financing of Project's activities from the Programme contribution and through any other EU funding and shall inform its Project Partners and, through the LP, the Managing Authority accordingly.
2. Article 5 of the General Conditions of the IPA Subsidy Contract shall apply.

Article 15. Project visibility

1. Each Project Partner must publicize that the European Union has co-financed its activities in the Project, in compliance with the rules set out in Article 7 of the General Conditions of the IPA Subsidy Contract.

Article 16. Ownership/Use of results and equipment

1. The rules set out in Article 8 of the General Conditions of the IPA Subsidy Contract shall apply with regard to the ownership title and the intellectual and industrial property rights, the Project's results, reports and other documents relating to it, as well as the permission to use the Project's results and equipment.

Article 17. Application of the General Conditions of the IPA Subsidy Contract

1. Each Project Partner accepts to apply this Agreement in compliance with the provisions set out in the General Conditions of the IPA Subsidy Contract and declares to be aware and to act in conformity with its obligations.

Article 18. Interpretation clause

1. Any following agreement replacing or giving a different or contrary interpretation of any provision of this Agreement, shall be considered as amending, supplementing or replacing the specific provision, while the rest of the Agreement provisions shall still bind the Project Partners.
2. Any reference to the Council or to the Commission Regulations relates to the valid version in force of these regulations. Any modification of these regulations shall directly apply to this Agreement through regulation amendments.
3. Headings in this Agreement have no legal meaning and do not affect its interpretation.
4. Any general reference to days in this Agreement is meant as calendar days.
5. The contracting language is English and in case of conflict of language interpretation, English prevails over the national languages of the Project Partners.

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Partnership Agreement

(form version No. 01)

6. Where there is conflict between the European Union rule and the national rule, the EU rule shall prevail.

Article 19. Amendments

1. This Agreement can be modified only during its execution period. If an amendment is requested by any Project Partner, the request shall be communicated, through the LP, to the Managing Authority one month before the date on which the amendment should enter into force, unless it is urgent and not predictable.
2. The *addendum* to this Agreement cannot be contrary to the Programme Joint Monitoring Committee's granting decision and to the enforced rules.
3. Should any provision in this Agreement be entirely or partly ineffective, the Project Partners will replace the ineffective provision by an effective provision which matches as close as possible the purpose of the ineffective provision.
4. Any *addendum* needs to be accepted and duly signed by each Project Partner. The modification will enter into force when the *addendum* is authorized by the MA.

Article 20. Partnership composition changes

1. Special modifications to this Agreement are the changes regarding the partnership composition that are authorised under the conditions set out by the Programme's JMC.
2. In case of legal succession (for instance, when the Project Partner changes its legal status or the name or it has been absorbed by another), the Project Partner is obliged to transfer all the obligations under this Agreement to the legal successor.

Article 21. Applicable law and dispute settlement

1. This Agreement shall be governed by the European Community regulations and supplemented as appropriate by the national laws of the Country where the Project Partners are registered.
2. Without any prejudice to the provisions ruled under Article 13 of the General Conditions of the IPA Subsidy Contract, any dispute arising from this Agreement among the Project Partners will be settled under the jurisdictional competence of the Court where the obligation has to be performed, or alternatively, where the creditor has its registered office.

Article 22. Notices

1. Any relevant correspondence in paper or electronic version concerning the Project between the Project Partners must be written in English and sent to the person of contact at the address specified in the Project Application Form.

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Partnership Agreement

(form version No. 01)

Article 23. Expiration Term

1. The expiration term of this Agreement complies with the Project implementing period. Notwithstanding, several obligations of this Agreement will still have effect among the Project Partners after this term as regards the archiving of documents, the duties of confidentiality, data treatment and the control and audit activities carried out by the competent bodies.

Article 24. Personal data treatment

1. In accordance with Article 62 (2) of IPA Implementing Regulation, each Project Partner shall process and use personal data of persons involved in the Project, in compliance with the requirements of Regulation (EC) No. 45/2001. Personal data shall only be processed for the purposes of this Agreement and of the IPA Subsidy Contract. They will be stored at the Project Partner's premises in paper and/or in electronic version.

Article 25. Fees and expenses

1. Any registration or notary charges and expenditure regarding this Agreement is incurred by the Project Partner who requires that expenditure.

Article 26. Number of originals

1. This Agreement consists of No. pages and is drawn up in one original for each Project Partner and one original that shall be attached to the IPA Subsidy Contract, duly signed by all Project Partners.

Article 27. Entry into force

1. This Agreement shall enter into force on the date of the last signature.

Article 28. Annexes

The documents here annexed form an integral part of this Agreement.

Annex I: Project Partners' bank accounts data.

Annex II: The updated AF Project time plan specifying the starting date of the Project implementation period and/or the budget table by Project Partner.

Place:, date:

LP signature:

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Partnership Agreement

(form version No. 01)

Place:, date:

PP signature:

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