



PROJECT Partnership Agreement

concluded in dated

by and between:

.....
(full name and address of the **Lead applicant**), hereinafter referred to as the "Lead partner",
represented by:,

and

.....
(full name and address of **Co-applicant** institution) as a partner,
represented by:,

and

.....
(full name and address of **Associated partner** institution) as a partner,
represented by:,

hereinafter referred to as the "Parties",

Having regard to guidelines for applicants as provided in the Call for Proposals under the RDPA Grant Scheme on Regional Development and Cohesion;

The Parties agree:

§ 1. Subject of the agreement

1. The subject of this agreement is establishing cooperation principles and procedures as well as mutual obligations of the Parties within the partnership created in order to implement the project

.....
(title of the project) within RDPA Grant Scheme on Regional Development and Cohesion.

2. Moreover, the agreement specifies the requirements for the Parties for correct management of granted project.

§ 2. Duration of the Project Partnership Agreement

1. The Project Partnership Agreement enters into force on the day of signing by all Parties.
2. The real implementation of the Project Partnership Agreement begins on the date of the implementation of the Action, as specified in the grant contract.
3. The implementation period of the Action is months. The present agreement shall continue until fulfilling of all obligations of the Lead partner as written in the

grant contract.

§ 3. Rights and obligations of the Lead partner

1. The Lead partner is responsible before the Contracting Authority and Intermediate Body for general coordination, management and implementation of the Project. In particular, it is responsible for provision of correct management of the Project by all parties implementing the Project.
2. The Lead partner is the only body entitled to contact the Contracting Authority and Intermediate Body. The Lead partner is obliged to make available to the other Partners, both in paper and electronic form, documents and information received from the Contracting Authority and Intermediate Body and useful in implementation of their actions.
3. The Lead partner will ensure timely start of the project implementation and implementation of all actions written in the project in accordance with the Application Form elaborated jointly with the other Partners and annexed to the grant contract. If necessary, the Lead Partner is obliged to take actions in order to update the timetable.
4. The Lead Partner is obliged to:
 - a. ensure correct implementation of actions within the Project and promptly inform the Partners, as well as the Contracting Authority, on all circumstances that may have negative impact on dates and scope of actions established in the Application Form;
 - b. make due payments for project implementation in their entirety and timely manner;
 - c. confirm the eligibility of all costs, incl. such invoiced by associated partner, if any. In case of irregular costs due to inconsistency or insufficient quality of works, supply or services delivered by the selected provider, incl. associated partner the Lead partner shall not accept and pay for such costs.
 - d. collect all information and documents in accordance with the monitoring and reporting rules set by the Contracting Authority and Intermediate Body;
 - e. report to Contracting Authority and Intermediate Body the project progress and apply for reimbursement of the Project eligible expenditures, on the basis of Requests for Payments within periods specified in the grant Contract;
 - f. ensure audit trail allowing for identification of each financial operation by retaining documentation and data pertaining to the implemented project;
 - g. return the amounts unduly paid under the grant contract, within the period and upon conditions specified by the Contracting Authority;
 - h. coordinate the information measures implemented by particular partners, resulting from arrangements written in the Application Form;

- i. provide appropriate number of competent staff and technical resources necessary for effective meeting of obligations resulting from fulfilling the function of the Lead Partner;
- j. inform the Contracting Authority for any modifications of the Project Partnership Agreement.

§ 4. Rights and obligations of the Partners

1. Each Partner is obliged to:
 - a. undertake all actions necessary for timely and full implementation of its part of the project;
 - b. take all necessary actions in order to allow the Lead partner to meet the obligations provided in the grant contract. With respect of the above, each Partner is obliged to transfer all documents and information required by the Lead partner by dates allowing it to implement the obligations as specified in the grant contract.
1. The Partner is entirely and solely responsible for implementation of its tasks, in accordance with the description contained in the Application Form.
2. Each Partner should promptly inform the Lead Partner on relevant circumstances having impact on correctness, timeliness, effectiveness and completeness of its actions.
3. Each Partner is obliged to provide quarterly progress report pertaining to the tasks provided for the Partner in the Application Form within 5 days after the end of the quarter.
4. Every Partner is liable towards other partners for any damages resulting from the project and consequences of damages, resulting from the tasks and obligations delegated to the Partner within the Project.

§ 5. Division of tasks between the Partners

Activities to be implemented by the Lead partner and partners are specified in the Application Form annexed to this Project Partnership Agreement.

§ 6. Budget and Payments

Financial implementation of the project shall be done solely by the Lead partner as per the project budget annexed to grant contract.

§ 8. Information and Promotion

Any document, publication, informational board, conference or training related to the Project must contain information on donors' co-financing within the Regional Development Programme for Albania. While implementing the information and promotion tasks the Partners are obliged each time to use the relevant provisions of

the Communication and Visibility guidance provided by the Contracting Authority.

§ 9. Intellectual Property Rights

All Partners should strive for all the products of the Project to be free of limitations resulting from protection of these rights - within the limits of the national law pertaining to intellectual property. All project outputs and other products shall be made available for free to all interested individual or legal persons, in a non-discriminatory way. Making the above available only for certain individual/s or legal person/s is strictly forbidden.

§ 10. Conflict of interests

1. In the present Agreement, the conflict of interests represents any circumstances that have affected or may affect the execution of the Agreement by the parties, in an objective and impartial manner. Such circumstances may result from economic interests, political or national preferences or family connections.
2. The parties are obliged to take all necessary measures in order to avoid any conflict of interests and to keep each other informed, in up to 5 (five) days from finding out, on any circumstances that have generated or may generate such a conflict. Any conflict of interests that arises during the implementation of the contract shall be immediately notified by the Lead Partner to the Contracting Authority, which reserve the right to verify such circumstances and take the appropriate measures, where necessary.

§ 11. Modifications

1. Any modifications to this Project Partnership Agreement can be made only in the form of an addendum, accepted and signed by all parties of this Project Partnership Agreement.
2. If one of the Partners withdraws from further implementation of the Project, the lead partner and remaining Partner, if any, will act for full implementation of the Project targets.

§ 12. Final Regulations

The agreement is made in Albanian. Each party receives one copy of the Project Partnership partner.

Lead Applicant:

[Official name of the Lead applicant]

[Surname, Name and position of the signing representative]

[Stamp]

[Signature]

Co-applicant as a Partner:

[Official Name of the co-applicant]

[Surname, Name and position of the signing representative]

[Stamp]

[Signature]

Associated partner as a Partner:

[Official Name of the associated partner]

[Surname, Name and position of the signing representative]

[Stamp]

[Signature]

Annex: Application Form