

# Good partnership Guidelines

## Concerning the implementation of Development Cooperation Project

### Preamble

Organization XX aspires to build partnerships that are inclusive, accountable, empowering, and based on relationships of openness and trust.

### 1. Object

The object of the agreement is the organization of a partnership in order to implement the .... Project.

### 2. Definition of partners

In this agreement the Partners shall be:

*The Lead Partner*, as the organization responsible for the overall Project and is the sole responsible party to the Contracting Authority for the Program concerning the due implementation of the Project.

*The Project Partners*, as the organization responsible for the activities of the Project as stated in the Project Plan, according to the work plan, the implementation schedule and the budget.

### 3. Documents

The following documents are integral part of the present agreement:

- The Project Plan (as presented in the Project Plan Form and annexed to the Grant Contract) with all its amendments and supplements that could be requested by the Coordination Committee, including the co-financing statements;
- The Grant Contract between the Lead Partner and the Contracting Authority;
- The 'budget' document
- The Logical Framework.

### 4. Project Core Coordination Committee

The Project will be managed by the Applicant in close cooperation and in continuous consultations with a Core Coordination Committee that will be created ad-hoc and will comprise of one or two members assigned by each Action partner. The members of this Core Committee will be the reference persons for the Applicant in terms of coordinating with the Partners and with networks in their countries, ensuring that activities and tasks assigned are completed as per deadlines and milestones, monitoring is regular and corrective measures are taken, providing inputs for producing quality Action outputs and providing feedbacks for reports.

Whenever required, partners will seek expert assistance and/or associate themselves with local actors. In order to ensure that work is shared according to competence and experience, activity lines have been divided into different tasks, assigned to specific professional figures within individual partners.

### 5. Specific activities of each project participant in the Project

The activities of the project have been defined in the project plan.

The specific tasks are assigned to specific partners by the Consortium leader on the basis of the section of the section 1.8. (methodology) of the Project Plan and further detailed in the [Letters of agreement](#) . between Armadilla and the individual Partner Organizations.

## **6 Lead Partner obligations**

The Lead Partner is bound to:

- take all the steps he needs for correctly managing the project in accordance with the project plan, the Grant Contract and the suggestions of the Coordination Committee;
- keep the project partners upDate: 1st March 2009 d on a regular basis about all relevant communications between the Leading Partner and EuropeAid,
- inform the project partners about all essential issues connected to the project implementation without any delay and give them information on current modifications or news relating to the program and the project
- directing the implementation of the Project as a whole within the time schedule stated in the approved work plan and fulfill the obligations arising from the approval of grant;
- receive the grant and compensate the Partners for the costs they have covered in implementing the assigned tasks within 15 days from the Date: 1st March 2009 of receiving to proof of expenses;
- manage and check an appropriate spending of the grant;
- carry out the Project's overall accounting and produce all documents required for the planned audits;
- define any adequate information and publicity action to promote the Program and disseminate the Project's results;
- edit and transfer periodical progress reports, intermediate activity reports, final reports, follow up budget documents, financial statements, financial reports and plans for budgetary or term amendments.

## **7. Project Partners and the Lead Partner (as a project partner) Obligations**

The Project partners are bound to:

- respect all the rules and obligations set forth in the subsidy contract and the letters of commitment they signed for the project plan.
- commit themselves to do everything in their power to foster the implementation of the project.
- implement the part of the Project they are responsible for and fulfill the obligations arising from the approval of the grant;
- manage project financing managing funds apart from their other assets and all carried out pertaining transactions
- provide the required data to monitor the project implementation and draw up the Activity Report s and the financial reports with data concerning expenditures and enclosed verified copies of supporting documents;
- obtain soundness and validity expenditures on the basis of the rules of the Program and approved budget, with enclosed accounting acceptable documents, which have to be kept for the time of project implementation and 7 years later for control and monitoring purposes;
- be responsible for their budget (including funds reclamation by the Coordination Committee or CA in case of failure) up to the amount allocated to them, as Partner, which take part in the project.
- make no change in their project budget without prior discussion and written confirmation by the Project Manager. Discussion with the Lead partner and approval from Project Coordination Committee will be necessary only when it needs for shifts between the different Work Packages;
- take part in the evaluation and diffusion of the Project results, in accordance with the Coordination Committee's requirements and on the basis of EU Regulations;
- immediately notify the Lead Partner of any event that could lead to a temporary or final discontinuation or any other deviation from the Project.

- comply with the EU and national legislation, especially funds for external action support regulations, competition and public procurement rules.

## 8. Responsibilities

The Lead Partner is the sole responsible party to the CA of the Program concerning the due implementation of the Project and compliance with obligations arising from the approval of the grant.

Each Project Partner is directly and exclusively responsible to the Lead Partner for the due implementation of his respective part of the Project and for the proper fulfilment of his duties and obligations as set out in this agreement. Should a project partner not fulfil his obligations under the terms of agreement, the LP shall admonish it to fulfil them within a reasonable period of time, one month at the maximum. Should the non-fulfilment continue, the LP might dismiss the project partner concerned from the project. In such case it is necessary for LP to inform the other partners immediately. The project participants will undertake to find a rapid and efficient solution.

Each project participant will take the financial responsibility for the co-financing funds.

Each Project Partner including the Lead Partner (meant as the organizations, not the individual representatives) shall be liable to the other Project Partners and shall indemnify and hold harmless such other partners for and against any direct liabilities, damages and costs resulting from the non-compliance of his (and his local partners) duties and obligations as set forth in this agreement and its annexes. No Project Partner shall be liable for indirect or consequential damages vis à vis any other Project Partner or Lead Partner.

The liability of each partner under this contract should be restricted to the total amount received under this agreement.

1. Partners are Action actors that have a role in the activities in as much as they contribute to the achievement of the Action objectives. These objectives, conceived after consultative processes of stakeholder participation, are tailored to suit the requirements and needs of the beneficiaries.
2. Partners are not the beneficiaries of the Action, receiving grants from donors. Therefore objectives and activities of the Action cannot be tailored to suit the requirements of partners.
3. If the Action results have an indirect impact that bring a benefit to the Partners, this is an added value for the Action, but this should never be the purpose of the Action.
4. If the required expertise is not available in the Partner or if the Partner is not capable/inclined to work according the Action methodology and envisaged Action results and impacts, then the partner can:
  - a. Either recruit a capable human resource;
  - b. Or re-train the existing staff to acquire the required expertise;
  - c. Otherwise, the partner will have to be substituted with a different one possessing the required expertise and utilizing the required work methodology.

Actions that are financed under "Grant" schemes, such as this one, are conceived within the framework of "subsidiarity". This signifies that the partners will contribute to the Action also with their own financial resources, the percentage contribution varying from Action to Action and from Scheme to Scheme. This contribution cannot be just a matter of accountancy (providing proof of payment of employees, etc.). It has to be an "actual" or "de facto" contribution, i.e. the employees really have to allocate, to the Action, the work time for which they give proof of payments.

This also signifies that the relationship between time required for an Action and the achievements of the objective of the Action is evaluated before the work starts. If human resources delay the delivery of their outputs and assign more time to the task than the one envisaged in the partnership Agreement, partners will not be justified to ask for additional funds.

## **9. Working languages and correspondence**

The working language of the partnership shall be ... language which is agreed by the partners involved. The official working language concerning transnational and common activities of the project shall be English (used in reports, papers, exchange of letters, translation of invoices...) Internal agreements must be made regarding provisions for interpreting and translation services at seminars and workshops if necessary. The correspondence between the partners may also be via e-mail or fax.

## **Activity reports and Progress reports**

Every Partner commit himself to provide the Lead Partner with the needed information in order to draw up Progress Report and other specific documents as required by the Contracting Authority. Every partner commits himself to provide a specific only descriptive (expenditures not included) activity report every month and a more detailed activity report every three months. The Lead Partner shall systematically send every Project Partner copies of Progress Report and other specific reports submitted to the CA. The Lead Partner shall keep the Project Partners informed on a regular basis about all relevant communication between the Lead Partner and the Contracting Authority.

## **11. The Payment Request and expenditures accounting**

### **a) Lead Partner Responsibilities**

- The Lead Partner is the sole responsible party to the Contracting Authority for the budgetary and financial management of the Project. He shall be responsible for the realization and the transfer of Payment Request and asks for modification of the budget to the Contracting Authority.
- The Lead Partner must ensure the reliability of the accounting and financial reports and documents drawn up by every Project Partner. The Lead Partner can request further information and evidence to that effect.
- The Lead Partner checks the overall expenditures. Such control includes the coherence of the certified expenditures with the project aims and results. It is not a formal control on procedure or fiscal documents, which belongs to the partner's certification bodies.
- In default of evidence or in the event of non-fulfillment of the Program rules concerning eligibility of expenses, the Lead Partner shall ask the Project Partner to rework the submitted financial documents. The financial, accounting and reporting policy of the Lead Partner (as well as his directions and requests towards the other Project Partners in connection therewith) shall be based on the rules and regulations determined by the Program in respect of the Project and in general.
- The Lead Partner shall make every reasonable endeavor to obtain clarification and/or comfort in respect of such rules, regulations and interpretation where appropriate, in order to avoid differences of opinion with the Contracting Authority which might lead to reduce, discontinue or even reclaim subsidies from one or more of the Project Partners. The Lead Partner, however, shall not be responsible and/or liable towards the other partners for any adverse consequence resulting from a different interpretation and/or approach of relevant rules and regulations by the Contracting Authority at any stage of the Project.
- The LP may only request payments to the CA as it is foreseen in the Grant Contract. The responsible department/person in charge of each partner, depending on the national frame for this "first-level-control", must certify all project expenditures. The Project budget approved by the Commission shall determine the total sum of eligible expenditure, as well as its breakdown into the various items (i.e. budget lines).

#### **b) Each Partner Responsibilities:**

- Every Project Partner commits himself to keep separate accounts in accordance with the rules of the Program and in accordance with the rules concerning eligible expenditure.
- The accounts shall provide for registration in Euros of total expenses (expenditure). Receipts arising from the project are not permitted during the project life. Accounting reports or other documents, including certifications of any documentary evidence, shall be submitted to the Lead Partner within the following deadlines: .....
- The accounting report comprises: a) only certified at "first – level – control" expenditures account stated, b) a circumstantial Activity Report (with a short Activity general description, with expenditures included). Each Partner has to implement the Managing and Monitoring System, as foreseen by the Contracting Authority, and use his own login for such purpose.

#### **13. Payments**

As a general rule the Leading Partner will reimburse the decided percentage of contribution by EC funds of the cost of the activities carried out by the Partner within 5 days from the receipt of:

- the originals of the receipts and other proof of expenditure for the execution of the tasks assigned within the allotted budget.;
- the project manager report of the quality and conformity of the expected deliverables delivered.

When required the Partner can ask for advance payments that would be required for the task. Should the Contracting Authority reduce or revoke the grant and should this entail full or partial refunding of the already transferred Funds, every Project Partner shall be obliged to refund the advance money for which no proof of expenditure has been provided.

#### **14. Verifying and keeping the documents**

Every Project Partner is will keep/retain a copy of the administrative documents safely and orderly, as required for verifying the implementation of the Project.. When required by the local laws, each Project Partner will submit the required documentation to the competent bodies and provide access to the accounting books/documents and any other documentation related to the project.

#### **15. Co-operation with third parties**

In the event of cooperation with third parties (public or private bodies), partial delegation of the activities or outsourcing, the Project Partners shall remain the sole responsible parties to the Lead Partner and through the latter to the Contracting Authority, concerning the compliance with their obligations under the conditions set forth in this agreement. The Project Partners, should they deem it necessary or sensible, can notify their partners of this agreement.

No Partner shall have the right to transfer his rights and obligations under the terms of this agreement without the prior consent of the other partners.

#### **16. Confidentiality**

Although the nature of the implementation of this Project is public, it has been agreed that part of the exchanged information during the implementation process among the Project Partners themselves or with the Commission, might be confidential. Only the documents and other elements explicitly provided with the statement "confidential" shall be regarded as such. This mainly concerns the studies made available to one of the parties in the context of the Project concerning methods, know-how, files or any other type of document, which is labeled confidential. The sole Partners according to the provisions of this agreement can use that information.

Project Partners commit themselves to take some measures so that all staff members, while carrying out the work, respect the confidential nature of this information and do not disseminate it, pass-it on to third parties or use it without prior written consent of the Lead Partner and the partner institution which provided the information itself.

The Project Partners commit themselves to take the same measures in order to preserve the confidential nature of the information, as they would do should it concern their own confidential information.

This confidentiality clause shall remain in force for the next two years after termination of this agreement.

#### **17. Results of project activities**

The result of the project activities covered by the agreement concerning reports, documents, studies, electronic data and other products, is to be disseminated free of charge and represents the joint property of the Partners. The Partners take a note of the results of the project will be made available to the public.

The Project Partners dispose of the property in accordance with mutually agreed upon rules, based on the prevailing rules of co-authorship. The commercial use of the results is not allowed during the project life, unless it has been previously agreed with the Leading Partner.

Any public relations measure shall be co-coordinated among the project participants..

#### **18. Domicile**

To the effect of this agreement, the Project Partners shall irrevocably choose domicile at the address stated in the Project Plan where any official notification can be lawfully served. Any change of domicile shall be forwarded to the Lead Partner by registered mail within 15 days following the change of address.

#### **19. Legislation in force**

.... Law, being the law of the country of the Lead Partner, governs this agreement.

#### **20. Disputes between Partners**

Should legal proceedings be taken... law will be used in view of a settlement . If not, i.e. should the dispute be only internal among partners and concern the project activities, the partners are bound to reach a common agreement within the Coordination Committee of the Project.

#### **21. Amendment to the agreement**

Any amendment and supplement to the present agreement must be drawn up in written form and previously agreed by all the partners. The Project Coordination Committee may carry out any approved Modification to the Project (e.g. time schedule, budget) without amending the agreement.

#### **22. Legal succession**

In case of legal succession (e.g. if the Lead Partner should change its legal form), the Lead Partner is obliged to transfer all duties under this contract to his legal successor.

#### **23. Force majeure**

No party shall be held liable for not complying with obligations ensuing from this agreement should the non-compliance be caused by force majeure. If it should happen, the Partner involved has to announce it immediately in written form to the other Project Partners. All events or circumstances independent of the will of the partners and that impede the implementation of the agreement shall be deemed to constitute force majeure.

#### **24. Nullity**

Should one of the provisions of this agreement be declared null or void by the national law of one of the parties or by the law governing this agreement, this shall not render the remaining provisions null and void.

Supposing that one of the parties should not demand to apply one of the agreement's provisions, this will not imply the party would waive such provision.

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Drawn up Date:

These partnership guidelines are agreed amongst the members of the Consortium implementing the action titled:

Action Leader :

Represented by :

**And Action Partners:**

Partner 1

Partner 2

Partner 3

Partner 4

**Signatures:**

**Lead Partner :**

Represented by:

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**And Project Partners:**

**Partner 2 :**

Responsible Unit:

Represented by: Mr.

Address:

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Drawn up at .....

Date:

**Partner 3 :**

Responsible Unit:

Represented by: Mr.

Address:

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Drawn up at.....

Date:

**Partner 4 :**

Responsible Unit:

Represented by: Mr

Address:

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Drawn up at .....

Date:

**Partner 5 :**

Responsible Unit:

Represented by: Mr.

Address: