

## Background and introduction

The grant contract with the Managing Authority is signed by the lead beneficiary, however, the provisions of the contract are relevant to other project beneficiaries as well. These provisions become legally binding for all project beneficiaries only if included in another document that is signed by all of them and the lead beneficiary, i.e. **the partnership agreement**.

In the ENI CBC programmes, the signature of a partnership agreement **is mandatory**.

The partnership agreement is the legal document that provides a framework for efficient project implementation and clear distribution of roles and responsibilities among the beneficiaries implementing project.

Indeed, the partnership agreement is intended to reduce the possible risks associated with the project implementation:

- by clearly defining project responsibilities and procedures, partnership agreements should make it easier to implement projects;
- the legally-binding nature of partnership agreements means that if problems arise that cannot be resolved by the partners themselves, procedures can be enforced to arrive to a solution.

Some ENI CBC programmes provide guidance on the information to be included in the partnership agreement. It might take a form of a full-fledged template of the agreement or a list of bullet points that need to be addressed in the partnership agreement. Whatever the case, please use the guidance available in your programme, and in addition, you can use this checklist to be sure that the main issues affecting the project implementation are included into the agreement.

**Please note that any partnership agreement template or checklist needs to be customised to the particular circumstances of a project and partnership! However, this does not diminish the value of consulting these documents as a starting point to the partnership agreement development process.**

## Checklist for the partnership agreement (PA)

Issue to be addressed in the partnership agreement	YES	NO	Not applicable
All project beneficiaries are listed as parties to the PA			
Subject of the PA is clearly stated and the reference to the project ( <i>title and index/number</i> ) is made			
Duration of the PA is indicated ( <i>it is advised that the duration goes beyond the project implementation in order to regulate, e.g. the balance payment to the project which takes place after the approval of the final project report</i> )			
Tasks and responsibilities of the lead beneficiary are stated ( <i>transfer of relevant provisions set up in the grant contract</i> )			
Tasks and responsibilities of the beneficiaries are stated ( <i>transfer of relevant provisions set up in the grant contract</i> )			
Activities to be implemented and outputs (if possible, also the associated budget) are clearly stated in the PA or in an annex to it ( <i>alternatively, a reference to the relevant sections in the application form can be made</i> )			
The organizational structure ( <i>e.g. setting up a project steering committee and its tasks, work package coordinators, technical board advisors, etc.</i> ) and the decision-making process within the partnership is described ( <i>e.g. that the main decisions on the project implementation and requests for changes to the MA have to be approved by all beneficiaries</i> )			
The PA defines that in case of involvement of the third parties ( <i>e.g. subcontractors providing services to the beneficiaries</i> ), the liability for the project implementation remains in the partnership			
The total project budget, the financial plan as well as the budget share and own contribution of each beneficiary is indicated ( <i>or a reference to the budget and financial plan in the application form can be made</i> )			

Rules and schedule for payments ( <i>transfer of the pre-financing and further instalments based on the budget share</i> ) to the beneficiaries by the lead beneficiary are defined			
Requirements for the accounting system of the beneficiaries are explained			
Obligation to report to the lead beneficiary and frequency of reporting is set			
Obligation for the lead beneficiary to send project reports (interim and final) to the other beneficiaries is included			
Obligation to keep the project documentation and be open for audits and controls applies to all project beneficiaries ( <i>please note that the audits and controls may take place up to 5 years after the balance payment to the programme, which might be as late as 2029</i> )			
Obligation to comply with the programme visibility requirements is included			
Principles of communication among project beneficiaries are described ( <i>e.g. communication flow charts can be attached</i> )			
The PA states that all project beneficiaries have to implement communication activities, as well as promote and transfer the results achieved by the project ( <i>e.g. capitalisation initiatives, development of synergies with other projects/policies</i> )			
Ownership of project outputs and results is defined, and in particular, intellectual property rights (if applicable)			
The procedure of PA modification is described ( <i>e.g. in case of minor (name of legal representatives) and major amendments (reallocation of funds amounts project beneficiaries)</i> )			
The procedure for settlement of disagreements among the project beneficiaries is described			
Obligation for the beneficiaries to reimburse to the lead beneficiary the financing paid to them in excess and unduly spent amounts			

<p>Obligation for all beneficiaries to inform the lead beneficiary about any changes, mistakes, suspicion (or cases) of fraud and conflict of interest as soon as possible in case of such event</p>			
<p>Language that shall be used by the project beneficiaries in the official communication among the project beneficiaries is defined</p>			

