

MED PROGRAMME Project MEDLAND2020

Partnership Agreement between the Lead Partner and the Partners of the MED Project



Pursuant to the Commission Regulations laying out provisions for Structural Funds:

- Regulation (EC) No 1080/2006 of the European parliament and of the Council of 5 July 2006 on the European Regional Development Fund (ERDF).
- Council regulation (EC) No 1083/2006 of 11 July laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion fund.
- Commission Regulation (EC) No 1828/2006 of 8 December 2006 setting out rules for the implementation of Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and of Regulation (EC) No 1080/2006 of the European Parliament and of the Council on the European Regional Development Fund.

Council Regulation (EC) No 1341/2008 of 18 December 2008 amending Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund, in respect of certain revenue-generating projects

Council Regulation (EC) No 284/2009 of 7 April 2009 amending Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund concerning certain provisions relating to financial management

Regulation (EC) No 397/2009 of the European Parliament and of the Council of 6 May 2009 amending Regulation (EC) No 1080/2006 on the European Regional Development Fund as regards the eligibility of energy efficiency and renewable energy investments in housing

Pursuant to the Commission Regulations laying out provisions for IPA Funds:

- Regulation (EC) No 1085/2006 of 17 July 2006 setting out an Instrument for Pre – Accession Assistance (IPA).
- Regulation (EC) No 718/2007 of 12 June 2007 stipulating application of the Council Regulation (EC) No 1085/2008 setting out an Instrument for Pre – Accession Assistance (IPA).

In regard to the MED Operational Programme (OP) approved by the European Commission with the decision C-2007-6578.

In regard to the Implementation Guide of the MED Programme approved by the Monitoring Committee (MC), January 24th and 25th 2008

In regard to the official notification of the Managing Authority (hereinafter referred to as MA) of the 11 April 2013 to the selected projects for the second phase of the call of proposals transmitted to the MED Programme Capitalisation Call – July 2012

Considering:

- The Article 17, sub-paragraph 2 of Regulation 1080/2006,
- The Article 20, sub-paragraph 1a of Regulation 1080/2006 (the Lead Partner principle),
- The Annex XVIII, sub-paragraph 2.1 (qualitative analysis) of Regulation 1828/2006,
- The obligation to provide a Partnership Agreement to the Managing Authority (page 17 of the Implementation Guide of the Programme),
- National Regulations on procurement, publicity

The following Partnership Agreement is made between (application form order)

[FOREST SCIENCES CENTER OF CATALONIA (CTFC), Ctra. de St. Llorenç de Morunys Km.2, 25280 Solsona, Spain], represented by Denis BOGLIO as Lead Partner as set out in article 20 of Regulation 1080/2006

and

[MEDITERRANEAN AGRONOMIC INSTITUTE OF CHANIA (CIHEAM/MAICH), Alsyllo Agropikiou, PO Box 85, GR 73100 Chania, Crete, Greece], represented by George BAOURAKIS as the legal representative, Project Partner(No 2),

[PROVINCE OF TURIN, Via Maria Vittoria 12, 10123 Turin, Italy], represented by Antonio SAITTA as the legal representative, Project Partner(No 3),

[**PROVINCE OF MACERATA**, Corso della Repubblica 28, 62100 Macerata, Italy], represented by Antonio PETTINARI as the legal representative, Project Partner(No 4),

[**CHAMBER OF COMMERCE AND INDUSTRY OF PRIMORSKA**, Ferrarska 2, 6000 Koper, Slovenia], represented by Tomaz MOZE as the legal representative, Project Partner(No 5),

[**CHAMBER OF COMMERCE AND INDUSTRY OF DRÔME**, 52-74 rue Barthelme de Laffemas, BP 1023, 26010 Valence Cedex, France], represented by Joël ROQUES as the legal representative, Project Partner(No 6),

[**RCDI – DEVELOPMENT AND INNOVATION NETWORK**, Centro Empresarial de Grândola, Fracção E, Estrada da Aldeia do Futuro, 7570-272 Grândola, Portugal], represented by Alexandra MENDONÇA as the legal representative, Project Partner(No 7),

[**ISTITUTO PER LA PROTEZIONE DELLE PIANTE**, Via Maddona del Piano 10, 50019 Sesto Fiorentino, Italy], represented by Paolo RADDI as a legal representative, Project Partner(No 8),

[**REGIONAL CENTER OF PRIVATE FORESTRY OF PROVENCE ALPES CÔTE D'AZUR**, 7 Impasse Ricard Digne, Marseille, France], represented by Philippe THÉVENET as the legal representative, Project Partner(No 9),

[**INTERNATIONAL ASSOCIATION FOR MEDITERRANEAN FORESTS (AIFM)**, 14 rue Louis Astouin 13002, Marseille, France], represented by Mohamed Larbi CHAKROUN as the legal representative, Project Partner(No 10),

[**EUROPEAN UNIVERSITY OF FRAGRANCES AND FLAVOURS**, Couvent des Cordeliers 04300, Forcalquier, France], represented by Olivier BAGARRI as the Director, Project Partner(No 11),

[**BARCELONA PROVINCIAL COUNCIL**, C/Comte d'Urgell 187, 08036 Barcelona, Spain], represented by Andreu CARRERAS PUIGDELLIURA as the legal representative, Project Partner(No 12),

[**REGION OF ISTRIA**, Flanaticka 29, 52 100 Pula, Croatia], represented by Ivan JAKOVČIĆ as the legal representative, Project Partner(No 13),

[**REGIONAL COUNCIL OF SHKODRA**, RR; 13 DHJETORI, Albania], represented by Maxhid CUNGU as the President, Project Partner(No 14),

for the implementation of the MED Programme project "**(1CAP-MED12-19) MEDLAND2020: Design of a future Common integral land management scheme to protect natural resources in synergy with social and economical valorisation**", of which the Pre-proposal has been approved by the Selection Committee (SC) of the above Programme on March 14th, 2013 in Lisbon.

Article 1

Subject of the agreement

1.1 The subject of this agreement is the organisation of a partnership and the definition of the responsibilities of each partner for the implementation of the project “ ***(1CAP-MED12-19) MEDLAND2020: Design of a future Common integral land management scheme to protect natural resources in synergy with social and economical valorisation***”, in conformity with the following annex:

Annex I

Full Application form in conformity with the conditions of the Selection Committee of the MED Programme, issued on March 14th, 2013 in Lisbon.

1.2 The annex mentioned above is an integral part of the agreement.

1.3 Any major modifications of the present agreement and/or its annexes (budget, partnership, end date of the project) related to the subsidy contract between the Managing Authority and the Lead Partner, (hereinafter referred to as the LP) is subject to an amendment of the Subsidy contract .

Article 2

Duration of the agreement

2.1 This agreement will enter into force on 31st October 2012. It shall end on the date on which each Project Partner receives from the Lead Partner his part of the final payment. If the proposal is not approved for financing, this agreement and all its articles are null and void

Article 3

Obligations

The partners designate by mutual agreement “partner structure No 1 “**Forest Sciences Center of Catalonia (CTFC)**” as the single Lead Partner of the project. The LP

3.1 Is responsible for the project in regard to the MA and to the Certifying Authority (hereinafter referred to as CA)

3.2 Constitutes the only contact for relations with the Managing Authority and the Certifying Authority

3.3 Is the coordinator of all partners signing the Agreement
Partnership Agreement - MED Programme – June 2013

3.4 The Lead Partner is entirely responsible for the coordination of the project implementation (Description and Budget of the project form an integral part of the subsidy contract and/or its annexes). In particular, the Lead Partner shall:

- Communicate to the partners the results of the project evaluation and the decision of the Selection Committee;
- Appoint a project manager who takes the overall responsibility of the implementation of the project; and a financial manager (if these functions are separated)
- Check the regularity of certifications of any expenditure;
- Start and implement the project according to the descriptions of each component (Application Form, Annex 1) approved by the Selection Committee;
- Draw up and present a starting report, progress reports comprising activity reports and audited financial reports to the Managing Authority and/or the Joint Technical Secretariat of the Programme (hereinafter referred to as JTS) within the period prescribed by the subsidy contract as well as a final report on the conclusion of the project. The templates of the above-mentioned reports will be provided by the JTS;
- submits requests for payment to the Managing Authority
- receive the payments from the Certifying Authority of the Programme and transfer the integrality of the corresponding amount to the Project Partners as soon as possible and no later than within one month (see the Implementation Guide)
- Manage and check appropriate spending of the subsidy awarded;
- Set out an accounting system for the overall project in total conformity with the relevant European financial regulations;
- Make available to national authorities as well as to qualified structures of the Programme all the financial, legal and commercial documents related to the implementation of the project. The supporting documents of the expenditures must be preserved during three years after the payment of the balance of the Programme by the European Commission (Article 90/Regulation 1083/2006) or if necessary for a longer duration as stated by national legislation or regulations;
- Communicate with the bodies in charge of the implementation of the Programme as the single contact between the partners, the Managing Authority, and the joint Technical Secretariat;
- Responds promptly to any request of information and modifications of information by the authorities of the Programme;

- Inform all Project Partners about all communications occurring with the Managing Authority and the Joint Technical Secretariat;
- Notify immediately the project partners (as well as the Managing Authority through the Joint Technical Secretariat) of any event that could lead to a temporary or final discontinuation or any other change in the implementation of the project ;
- Produce all documents required and provide all necessary information required for the audit and give access to his business premises. All the documents can be either originals or certified copies if originals have been given to the Managing Authority;

Preserves at all times for audit purposes all the relevant files, documents and data about the part of the operation for which he is responsible on customary means of data storage in a safe and orderly manner for a minimum of three years after the final balance payment to the programme; or other, possibly longer, retention periods, when stated by national law. **(These documents might be either originals or copies in conformity with the original, and issued of customary means of data storage);**

- Provide to the independent assessors carrying out an evaluation with any document or information necessary to assist the evaluation;
- Comply with Community and national legislation, particularly with the rules of public procurement, competitiveness and publicity;
- Respect all rules and obligations laid down in the subsidy contract
- Lay down provisions guaranteeing the sound financial management of the funds allocated to the operation, including the arrangements for recovering amounts unduly paid.

3.5 Each Project Partner accepts the following duties and obligations:

- Appoint a project manager for the parts of the project of which the partner is responsible (activities and finance) and give him the authority to represent the partner in the project ;
- Implement the part of the project under their responsibility within the planned deadlines
- Support the Lead Partner in drawing up progress and final reports by providing the required data on time ;
- Notify immediately the Lead Partner of any event that could lead to a temporary or final discontinuation or any other change in the implementation of the project ;
- Produce and deliver to the Lead Partner all necessary information for payment requests, including certified expenditure reports ;

- Notify the Lead Partner of the reception of the funds ;
- Make available to national authorities as well as to qualified structures of the Programme all the financial, legal and commercial documents related to the implementation of the project. The supporting documents of the expenditures must be preserved during three years after the payment of the balance of the Programme by the European Commission (Article 90/Regulation 1083/2006) or if necessary for a longer duration as stated by national legislation or regulations;
- Produce all the necessary documents and provide required information for the audit and give access to his business premises. All the documents should be originals or certified copies if originals have been given to the Managing Authority ;
- Preserve at all times for audit purposes all files, documents and data about the part of the operation for which he is responsible on customary means of data storage in a safe and orderly manner for a minimum of three years after the final payment to the programme; or other, possibly longer, retention periods, when stated by national law.

(These documents might be either originals or copies in conformity with the original, and issued of customary means of data storage);

- Provide the independent assessors carrying out an evaluation with any document or information necessary to assist the evaluation ;
- Respect all rules and obligations laid down in the subsidy contract and in the co-financing statement each partner has signed
- Answer all requests made by the Lead Partner, the Managing Authority **or** the Joint Technical Secretariat of the MED Programme ;
- Comply with Community and national legislation, particularly with the rules of public procurement, competitiveness and publicity;
- Repay the lead beneficiary any amounts unduly paid in accordance with the agreement existing between them.
- If the lead beneficiary does not succeed in securing repayment from a beneficiary, the Member State on whose territory the beneficiary concerned is located shall reimburse the certifying authority for the amount unduly paid to that beneficiary."

Article 4 Liability

4.1 Each partner (including the Lead Partner) shall be liable to the other partners and shall not affect other partners against any liabilities, damages and costs resulting from the non-compliance of his duties and obligations as set forth in this agreement and its annexes (see Art. 5.3).

4.2 No party shall be held liable for not complying with obligations resulting from this agreement in case of Force Majeure. In such a case, the partner involved must inform the Lead Partner and the other partners of the project in writing and without delay.

Article 5

Budgetary and financial management, accounting principles

5.1 The Lead Partner is the main responsible body to the Managing Authority and to the Selection Committee for the budgetary and financial management of the project. The Lead Partner is responsible for the payment claims and the transfer of payments to his partners as well as for any demand of reallocation between budget lines as stated in the Subsidy contract. For each reception of payment from the European Regional Development Fund , the Lead Partner shall pay immediately the amounts allocated to each partner by bank transfer not later than one month. No deduction, retention or further specific charge shall be made.

5.2 The Lead Partner must ensure the correctness of the accounting and financial reports and documents drawn up by the Project Partners. For this purpose, the Lead Partner may request further information, documentation and evidence from the partners.

5.3 Each partner will be held responsible for his budget up to the amount of his financial participation in the project and is committed to provide his share of the co-financing

5.4 Each partner shall keep separate accounts or dedicated budget lines used only for the implementation of the project as defined in Article 1. These accounts shall register in euro (EUR; €) the total expenses and the potential income related to the project.

Accounting reports or other documents, including certified copies of all documents (in particular invoices, documents related to tenders, bank statements) shall be submitted, on demand, to the Lead Partner or to the Financial Manager appointed by the Lead Partner in accordance with their obligations as stipulated within Article 3. The partners must have their expenses certified by an independent auditor.

5.5 Without sufficient evidence of the expenses or in the event of non-fulfilment of the rules concerning eligibility of expenditure, the Lead Partner shall ask the partners to redraft the submitted financial documents. In case of repeated non-fulfilment, the Lead Partner may refuse the expenditure declared by a partner. In that case, the Lead Partner is obliged to inform the partner concerned on the refusal of the expenditure declared and on the reasons for it.

The Managing Authority and the Joint Technical Secretariat, as well as the relevant national Contact Points of the MED Programme, shall be informed immediately.

Article 6

Modification of the work plan and reallocation of budgetary headings

6.1 Before submitting to the Managing Authority and to the Joint Technical Secretariat of the MED Programme the reallocation of budgetary headings, the Lead Partner must obtain the written approval of all his partners participating to the project or approval in the Minutes of the project Steering Committee.

6.2 Any request for amendment of the subsidy contract presented by the Lead Partner to the Managing Authority and to the Joint Technical Secretariat of the MED Programme is first approved in writing by all partners participating to the project or approved in the Minutes of a project Steering Committee.

Article 7

Report

7.1 Each partner shall provide in due time the Lead Partner with the necessary information to draw up progress reports and other specific documents required by the Managing Authority and/or the Joint Technical Secretariat of the MED Programme or other bodies implementing the Programme.

The reporting periods issued by the Programme Authorities as well as the formal instructions shall be observed.

7.2 The Lead Partner shall systematically send each partner copies of the progress reports submitted to the Managing Authority and to the Joint Technical Secretariat of the MED Programme and keep the partners informed on a regular basis of all relevant communication with the bodies implementing the Programme.

Article 8

Information and publicity measures

8.1 The Lead Partner and the partners will jointly implement a communication plan that ensures adequate promotion of the operation both towards targeted groups and towards the general public.

8.2 Any publications, materials....etc produced by the project, including for a conference or a seminar, must specify that the operation has received a subsidy from the European Regional Development Fund in the framework of the MED Programme. The Commission Regulation No (EC) 1828/2006, art 2, 3, 4, 5 on information and publicity measures, carried out by the beneficiaries receiving assistance from the Structural Funds; must be followed in all circumstances.

8.3 The partners agree that the Managing Authority and/or the Joint Technical Secretariat is authorised in the framework of the Programme to publish, in any form and on any support / media, including the Internet, the Application form approved and in particular the following information:

- name of the Lead Partner and its partners,
- main purpose of the operation,
- ERDF funding approved and the total budget,
- geographical location of the operation,
- final report of the project,
- any prior publication of the project,

Article 9 Intellectual Property

9.1 The Lead Partner **and all the other Project Partners** will ensure that all outcomes developed in the framework of the project co-financed by the MED Programme, in accordance with the Community Regulation and national laws concerning the intellectual property will be free of rights and consequently, of public interest.

Article 10 Confidentiality

10.1 Although the implementation of the project is of public nature, part of the information exchanged in the context of its implementation between the Lead Partner and the partners, between the partners themselves or bodies implementing the Programme, can be confidential. In that context, only the documents and other elements explicitly provided with the mention confidential will be treated like such.

10.2 The Lead Partner and the partners take measures to ensure that all staff members carrying out the work respect the confidential nature of this information and do not disseminate it, do not pass it on to third parties or use it without prior written consent of the Lead Partner and the partners that provided it.

This clause of confidentiality shall remain in force until the present agreement comes to an end.

Article 11 Cooperation with third parties, delegation and outsourcing

11.1 In case of cooperation with third parties, of delegation of part of the activities or of outsourcing, the partner structures shall remain the only responsible to the Lead Partner and to the bodies implementing the programme, for compliance with their obligations in accordance with the conditions established in the present agreement, including its annexes

11.2 The Lead Partner shall be informed by the partners about any contract concluded with a third party if this information has not been stated in the Application form approved by the Selection Committee.

Article 12

Assignment of rights and obligations, legal succession

12.1 Neither the Lead Partner nor the partners are allowed to assign their duties and rights within the present agreement without the prior consent of the other parties to this agreement and without the approval of the Managing Authority and the Selection Committee of the MED Programme.

In case of legal succession, the Lead Partner or the partner involved, is obliged to transfer all duties and responsibilities to the legal successor.

Article 13

Non – fulfilment of obligations or delay in their implementation

13.1 Each partner is obliged to inform immediately the Lead Partner and to provide him with all necessary information of any event that can jeopardise the implementation of the project

13.2 If one partner fails to fulfil his obligations in due time, the Lead Partner will ask the partner to comply within a period of time of a maximum of one month

13.3 In resolving any difficulties, including seeking the assistance of the Joint Technical Secretariat and/or the Managing Authority, the Lead Partner shall inform all partners

13.4 If the partner still fails to comply with his obligations, the Lead Partner may decide to exclude the partner from the project, subject to the approval of all other partners (written procedure or Steering Committee minutes).

Should the Lead partner decide to exclude the partner from the operation, the Managing Authority and the Joint technical Secretariat of the MED programme shall be informed immediately.

Such exclusion must be approved by the selection Committee of the MED Programme

13.5 The excluded partner has to repay the Lead Partner any Programme funds received if he cannot prove that they were used for the implementation of the project according to the rules of eligibility of expenditures

13.6 Should the partner not fulfil his obligations and in case of financial consequences for the funding of the whole operation, the Lead Partner may claim compensation from the party concerned

Article 14

Claim for repayment by the Managing Authority

14.1 Should the Managing Authority of the MED Programme, in accordance with the provisions of the subsidy contract and in justified cases, claim for repayment of a subsidy, each partner is obliged to transfer its part of the repayment to the Lead Partner.

The Lead Partner, without delay, shall submit a copy of the letter of the Managing Authority claiming the repayment and shall notify each partner of the amount repayable

The repayment amount shall be due within one month following the notification by the Lead Partner

Article 15

Decommitment of the ERDF funding due to the failure of partners to comply with the objectives

15.1 Should the ERDF funding be submitted to a global reduction (decommitment) by the Programme Authorities, in case of a non-utilisation and /or of an under – utilisation of the foreseen budget, the Lead Partner, after receiving an official notification, can reallocate the undergone reduction to his partners, in proportion with their shared responsibility **with approval of the project Steering Committee**.

Article 16

Conciliation and mediation between partners

16.1 Should a dispute arise between partners of the project, each partner shall submit the dispute to the Lead Partner in order to reach a settlement

16.2 The Lead Partner will inform the other partners and may, on its own initiative or upon request of a partner, ask the Managing Authority and/or the Joint Technical Secretariat of the MED Programme for advice

16.3 If a conciliation through the project Steering Committee cannot be reached, and after the Lead Partner has asked the Managing Authority and the Joint Technical Secretariat of the MED Programme for advice; each partner involved shall request and accept mediation carried out by an ad hoc committee, proposed by the project Steering Committee.

This committee will be composed of several members of different nationalities, part of its members being the same nationality as the partners involved in the dispute.

If the project Steering Committee has not established the ad hoc Committee within one month following the request of the partners, the Lead Partner can appoint mediators members of this Committee.

If the mediators have been appointed only by the Lead Partner, a member of the Managing Authority and of the Joint Technical Secretariat will participate to the procedure of mediation

Article 17

Working languages

17.1 The official working languages of the partnership correspond to **one of two** official languages of the Programme (i.e. English and French). Any official internal documents of the project shall be made available either in English or in French.

17.2 The partners can use other languages as internal working languages.

Article 18

Applicable law, translation languages

18.1 This agreement is governed by the legislation of the country where the Lead Partner is located or by the legislation of the country designated by the partners by mutual agreement

18.2 In case of translation of this agreement and its annexes to other languages, the English or French versions shall prevail.

Article 19

Nullity

19.1 If any provision in this agreement should be declared ineffective, illegal or inapplicable for any other reason by any legal authority or by other competent authority, the parties will modify this provision in a reasonable way in order to correspond the intention of the parties. The other provisions remain unchanged.

If the proposal is not approved for financing, this agreement and all its articles are null and void

Article 20

Amendment of the agreement

20.1 Any other conditions, omissions, additions or modifications of the present agreement will not be valid or will not have any effect if they are not agreed by all involved parties in writing

20.2 The modifications of the project (i.e. modifications concerning the timetable or the budget) that have been approved by the Selection Committee of the MED Programme, will in no way affect the Partnership Agreement, that in compliance with the Article 1.3 above mentioned is directly related to the Subsidy contract

and its amendments signed between the Managing Authority and the Lead Partner

Article 21

Registered address

21.1 Starting from the validity of this agreement, the partners declare a registered address as per annex 1 of the Application Form (see Annex 1 to this agreement) where any official notifications can be delivered.

21.2 Any change of address shall be notified to the Lead Partner within 15 working days

Article 22

Candidate countries or potential candidates (IPA countries)

22.1 All the above provisions concerning the implementation of the project in the framework of established partnership, in particular the realisation of the foreseen actions, the respect of deadlines, the participation in the implementation of the objectives stated in the approved Application form, will apply as well to partners from Bosnia and Herzegovina, Albania and Montenegro.

22.2 However, partners from Bosnia and Herzegovina, Albania and Montenegro being subject to a specific IPA subsidy contract are not committed to financial liabilities of the ERDF co – financing granted by the MED Programme to the European Union partners.

22.3 If a partner from Bosnia and Herzegovina, from Albania or from Montenegro cannot receive his financing from the IPA funds, for the reason that there is no more budget available, or another financial change in the annual plan concerning these countries, and thus cannot start his part of the project, the other partners are not requested to resign the Partnership agreement.