



**Agreement between Lead Partner and partners  
of the INTERREG IVC DISTRICT + sub-project (Partnership Agreement)<sup>1</sup>**

Having regard to

Council Regulation (EC) No 1080/2006 of 5 July 2006, amended by Regulation (EC) 397/2009 of 6 May 2009 (OJ L 126, 21.5.2009, p. 3), Article 20 (1) (a) on the European Regional Development Fund,

the Programme Manual, Section 4.1.2 "The Partnership Agreement", whereupon partners in an project funded under INTERREG IVC have to conclude an agreement concerning their mutual financial and legal responsibilities, including the functions and responsibilities of the Lead Partner,

The DISTRICT + Call for sub-project proposals,

the Subsidy Contract signed between the Lead Partner of the INTERREG IVC DISTRICT+ project n. 0787R2, hereinafter referred to as Region Tuscany (RT), and the Sub-project Lead Partner, Section 4 for the implementation of the INTERREG IVC DISTRICT + sub-project EAST\_INNO\_TRANSFER - Supporting Innovation and Fostering Knowledge Transfer in the New EU Member States, approved by the DISTRICT + Steering Committee - on 28/04/2011 in Florence the following agreement shall be made between the following partners:

**SUB-PROJECT LEAD PARTNER**

1. Territorial Office for SMEs and Cooperation  
Turnului, 5  
500152 Brasov (Romania)

---

<sup>1</sup> *This document serves as an example only. It must be negotiated between partners and tailored to the partnership's individual needs. There is no guarantee and no liability for completeness, correctness, up-to-dateness and full compatibility with EU and national law.*



Represented by: Dan Bordei

Approved Lead Partner budget: € 82,000.00  
Amount of co-financing (if applicable): € 12,300.00

#### SUB-PROJECT PARTNERS

2. Brasov Agency for Sustainable Development  
Str Ecaterina Varga, 23  
500003 Brasov (Romania)

Represented by: Mihai Lucian Pascu

Approved partner budget: € 62,500.00  
Amount of co-financing (if applicable): € 9,375.00

3. Brasov Metropolitan Agency  
Str. Eroilor nr 8  
500007 Brasov (Romania)

Represented by: Dragos David

Approved partner budget: € 61,980.00  
Amount of co-financing (if applicable): € 9,297.00

4. Staffordshire University  
Beaconside  
ST18 0AD Stafford (UK)

Represented by: Neil Scott

Approved partner budget: € 49,416.00  
Amount of co-financing (if applicable): € 12,354.00

5. Sant'Anna School of Advanced Studies  
Piazza Martiri della Libertà, 33  
56127 Pisa (Italy)

Represented by: Maria Chiara Carrozza



Approved partner budget: € 68,500.00  
Amount of co-financing (if applicable): € 17,125.00

6. WROCLAW UNIVERSITY OF TECHNOLOGY ACADEMIC ENTREPRENEURSHIP  
INCUBATOR

ul. Wybrzeże Wyspiańskiego St. 27  
50-370 Wrocław (Poland)

Represented by: Tadeusz Więckowski

Approved partner budget: € 50,000.00  
Amount of co-financing (if applicable): € 7,500.00

**Article 1**  
**Subject of the agreement**

Subject of this agreement is the organisation of a partnership in order to implement the INTERREG IVC DISTRICT + sub-project EAST\_INNO\_TRANSFER - Supporting Innovation and Fostering Knowledge Transfer as indicated in the annexes. The annexes comprise.

- the latest version of the application form approved by the DISTRICT + Steering Committee including enclosures (Annex I),
  - the Subsidy Contract between RT and the Sub-project Lead Partner dated 03/10/2011 (Annex II),
  - Budget by budget line by partner (Annex III),
1. The annexes - including all provisions they are based on and refer to - are considered to be an integral part of this agreement.
  2. This agreement will enter into force from 28/04/2011 [date of approval decision made by the Steering Committee] onward.



*Article 2*  
**Partners to the agreement**

1. The Lead Partner is responsible for the management, communication, implementation and co-ordination of activities among the related partners as it is described in the Programme Manual Section 2.3.4 "The Lead Partner", and in the Subsidy Contract Article 5. "Representation of partners, liability"
2. Sub-project partners are the organisations responsible for carrying out specific project activities in the manner and scope as indicated in the approved application form.
3. To be eligible as sub-project partner under INTERREG IVC, the partner has to have a legal status that is in line with the definition given in the INTERREG IVC Operational Programme and in the latest version of the Programme Manual Section 2.3.3.

*Article 3*  
**Obligations**

*General provisions*

1. The Lead Partner and the partners commit themselves in doing everything in their power to support the implementation of the sub-project as defined in § 1 in compliance with EU, national legislation and the Subsidy Contract.

*Obligation and duties of the Lead Partner*

The Lead Partner shall fulfil all obligations arising from the Subsidy Contract and the approved application.

- the Lead Partner shall appoint a coordinator qualified in European project management and who shall accept the operational responsibility for the implementation of the overall project and
- appoint a Financial Manager responsible for the accounts, financial reporting, the internal handling of ERDF/NORWEGIAN funds and national co-financing
- start and implement the sub-project according to the descriptions of activities approved by the Steering Committee
- draw up and present progress reports twice a year comprising activity reports and audited financial reports to the RT/SC and to its DISTRICT + regional partner, as well as the final report as it is defined in the Subsidy Contract
- The funds will be disbursed in Euro (EUR; €). The funds are transferred by



DISTRICT+ regional partners - without delay according to the respective expenditure of participants in sub-projects - to the accounts indicated by each sub-project participants located in their regional territory. Any exchange rate risk will be borne by the sub-project participants.

- ensure an efficient internal management and control system i.e.:
  - a) manage and verify appropriate expenditures of the subsidy awarded
  - b) carry out the sub-project's overall accounting
  - c) communicate with the DISTRICT + project bodies, particularly RT/SC,
  - d) react promptly to any request by the bodies implementing the "INTERREG IVC" DISTRICT + project
  - e) notify its partners immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the sub-project
- retain at all times for audit purposes all files, documents and data about the part of the sub-project for which it is responsible on customary data storage media in a safe and orderly manner for a minimum period of 3 years after the payment of the final balance by the European Commission to the Interreg IVC programme. This balance will only be transferred in an as yet unspecified period of time after 2015; other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected
- conserve all documents required for the audit, provide necessary information and give access to its business premises
- provide the independent assessors carrying out the INTERREG IVC project programme evaluation any document or information necessary to assist with the evaluation

#### *Obligations and duties of the partners*

Each partner shall accept the following duties and obligations:

- appoint a Project Leader for the parts of the project for which it is responsible and give the Project Leader the authority to represent the partner in the sub-project
- implement the part of the sub-project for which it is responsible in due time according to the descriptions of individual components (Application Form, Annex 3) approved by the Steering Committee



- support the Lead Partner in drawing up progress reports and the final report by providing the required data on time. In particular all partners shall submit twice a year a financial report of their expenditures in respect of the Lead Partner's obligation to submit the progress report to the RT/SC by 15th July for the reporting period of December to May and by 15th January of the following year for the reporting period of June to November. Each sub-project participant will also send a copy of their audited financial report to its DISTRICT+ regional partner in order that its expenditures are included in the respective regional progress report.
- notify the Lead Partner immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the sub-project
- produce all documents required for audit purposes, especially provide necessary information and give access to its business premises to all relevant authorised audit bodies
- retain at all times for audit purposes all files, documents and data about the part of the sub-project for which it is responsible on customary data storage media in a safe and orderly manner for a minimum period of 3 years after the payment of the final balance by the European Commission to the Interreg IVC programme. This balance will only be transferred in an as yet unspecified period of time after 2015, Other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected
- provide the independent assessors carrying out the INTERREG IVC project evaluation with any document or information necessary to assist with the evaluation
- respect all rules and obligations laid down in the Subsidy Contract and the co-financing statement each partner has signed for the application
- react promptly to any request by the INTERREG IVC DISTRICT + mini programme bodies - the Managing Authority/Joint Technical Secretariat,

#### *Article 4* **Liability**

1. Each partner, including the Lead Partner, shall be liable to the other partners and shall indemnify and hold harmless such other partners for and against any liabilities, damages and costs resulting from the non-compliance of its duties and obligations as set forth in this agreement and its annexes.
2. No party shall be held liable for not complying with obligations ensuing from this agreement in case of *force majeure*. In such a case, the partner involved must announce this immediately in writing to the other partners of the sub-project.



#### Article 5

### Budget details and Payment Forecast by Partner

1. The Lead Partner is the sole responsible party to the RT/SC for the budgetary and financial management of the sub-project. The Lead Partner shall be responsible for an application for reallocation between budget components by the partner as defined in the Subsidy Contract Section 2.2.
2. The Lead Partner must ensure the correctness of the accounting and financial reports and documents drawn up by the partners. The Lead Partner may request further information, documentation and evidence from the partners to that effect.
3. Each partner shall be held responsible for its budget up to the amount as to which the partner participates in the project and pledges to release its part of the co-funding.
4. The project partners commit themselves to respect the budget by budget line and component and payment forecast by partner according to the table in Annex III of this Agreement.
5. Each partner commits to keeping separate accounting system solely used for the project as defined in § 1. The accounts shall provide for registration in Euros (EUR; €) of total expenses (expenditure) and of the return (income) related to the project.

Does not apply to partners from countries outside the EURO zone, whose accounts may provide for registration of total expenses (expenditure) and of the return (income) related to the project in the local currency.

Accounting reports or other documents, including copies of all background documentation (invoices, documents related to tender, bank statements, etc.) shall be submitted to the Lead Partner or to the body appointed to that effect, in accordance with the schedule and requirements stipulated by the Lead Partner. In accordance with Article 4 of the Subsidy Contract, only expenditure paid and borne by organizations listed as partners in the approved latest version of the Application Form are eligible to ERDF and Norwegian co-financing. The only exception concerns the expenditure of participants in sub-projects of mini-programme which will be included in the expenditure of the main partner on whose territory the sub-project participant is located.

For partners located outside the EURO-zone, the Lead Partner and the partners agree on the following option for the conversion of project expenditure in accordance with the 4.3.3. of the Programme Manual:

*The average monthly exchange rate set by the Commission of the last month of the reporting period is used. They are published on: <http://ec.europa.eu/budget/inforeuro/index.cfm?Language=en>. ]"*

6. In default of evidence 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 shall be entitled to deny the expenditure declared by a partner. In that case, the Lead Partner is obliged to inform the partner concerned on the denial of the expenditure declared and the motivation thereto; also, RT and SC of the "INTERREG IVC" DISTRICT + project shall be informed.

#### *Article 6*

#### **Modification of the work plan and budget reallocation**

1. Before applying for reallocation of total costs as stated in the approved application form from one budget line and/or partner to another in accordance with the Subsidy Contract section 2.2, as stated in the approved application form, the Lead Partner shall obtain the approval of its partners. The Lead Partner may set up a deadline for the partners for the approval of these modifications so that beyond the given deadline if no communication received, the modification is considered to be approved by the partners.
2. Any request for amendment of the Subsidy Contract presented by the Lead Partner to the RT shall be authorised by the partners of the project beforehand.

#### *Article 7*

#### **Reports**

1. Each partner commits to providing the Lead Partner with the information needed to draw up progress reports and other specific documents required by RT/SC. The reporting periods as laid down in the Subsidy Contract, the reporting deadlines as agreed with the Lead partner as well as instructions in the reporting forms shall be observed.
2. The Lead Partner shall systematically send each partner copies of the progress reports submitted to the RT/SC and keep the partners informed on a regular basis of all relevant communication with the bodies implementing the programme.
3. The partners are obliged to have their reports to the Lead Partner certified by a controller in compliance with the country specific control requirements as indicated on the INTERREG IVC website. The partners have to submit their report including the control confirmation to the Lead partner.

#### *Article 8*

#### **Information and publicity measures**

1. The Lead Partner and the partners will implement jointly a communication and dissemination plan that ensures adequate promotion of the sub-project and its results





towards potential beneficiaries, sub-project stakeholders and the general public.

2. Any information and publicity measures aimed at beneficiaries, potential beneficiaries and the public must specify that the project has received a subsidy from the programme funds as defined in Article 1(1) within the framework of the INTERREG IVC programme. Provisions of Commission Regulation (EC) No 1828/2006 of 27 December 2006, amended by Regulation (EC) 846/2009 of 1 September 2009 (OJ L 250, 23.9.2009, p. 1), Section II, Section 1 (in particular articles 8 and 9) relating to information and publicity measures concerning assistance from the Structural Funds and the Managing Authority / Joint Technical Secretariat guidelines as provided in the latest version of the programme manual and on the website must be observed.
3. Furthermore, it must be clearly stated that the project has been co-financed by ERDF/Norwegian Fund through the INTERREG IVC Programme and DISTRICT+ Project in addition to using the European flag and programme logo and slogan.
4. The partners agree that the RT/SC shall be authorised in the framework of the "INTERREG IVC" programme to publish in whatever form and by whatever media, including the internet, the following information:
  - the name of the Lead Partner and its partners
  - the purpose of the subsidy
  - the amount granted and the proportion of the total cost of the project accounted for by the funding
  - the geographical location of the project
  - progress reports including the final report
  - whether and how the project has previously been publicised
5. The partners agree to send three (3) copies of the main publicity and information material produced to the DISTRICT + RT/SC. The partners furthermore authorise the Joint Technical Secretariat, Managing Authority and the European Commission to use this material to showcase how the subsidy is used.
6. The partners agree that any information, media appearance, or other publicity of the project shall be communicated to the DISTRICT + Managing Authority /JTS for potential website updates or showcases.
7. The partners shall ensure that at least one member of the DISTRICT + Managing Authority will be invited to present the mini programme during the sub-project's final conference or other closing event.
8. The partners shall endeavour to appoint a permanent contact for information and publicity purposes.



### **Confidentiality**

1. Although the nature of the implementation of the project is public, part of the information exchanged in the context of its implementation between the DISTRICT + bodies - partners and the Lead Partner; the Lead Partner and RT/SC can be confidential. Only documents and other elements explicitly provided with the statement "confidential" shall be regarded as such.
2. The Lead Partner and the partners commit to taking measures to ensure that all staff members 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 that provided the information.

### *Article 10*

#### **Cooperation with third parties, delegation and outsourcing**

1. In the event of cooperation with third parties, of the delegation of part of the activities or of outsourcing, the partners shall remain the sole responsible parties to the Lead Partner and through the latter to the bodies implementing the mini programme concerning compliance with their obligations by virtue of the conditions set forth in this agreement including its annexes.
2. The Lead Partner shall be informed by the partners about the subject and party of any contract concluded with a third party.
3. For the outsourcing of activities co-financed under INTERREG IVC, the Lead Partner and the partners shall comply with the European and national public procurement rules.

### *Article 11*

#### **Assignment, legal succession**

1. Neither the Lead Partner nor the partners are allowed to assign their duties and rights under this agreement without the prior consent of the other parties to this agreement.

The parties to this agreement are aware of the provisions of the Subsidy Contract whereupon the Lead Partner is allowed to assign its duties and rights as laid down in the Subsidy Contract only after prior written consent of the RT and the Steering Committee of the "INTERREG IVC" DISTRICT + project.

2. In the case of legal succession, the Lead Partner or the partner concerned is obliged to transfer all duties under this agreement to the legal successor.

### *Article 12*



### **Non-fulfilment of obligations or delay**

1. Each partner is obliged to promptly inform the Lead Partner and to provide the latter with all necessary details should there be events that could jeopardise the implementation of the sub-project.
2. Should one of the partners be in default, the Lead Partner shall admonish the respective partner to comply within a reasonable period of time, a maximum of one month. The Lead Partner shall make any effort to contact the partners in resolving the difficulties including seeking the assistance of the RT/SC of the "INTERREG IVC" DISTRICT + project.
3. Should the non-fulfilment of obligations continue, the Lead Partner may decide to exclude the partner concerned from the project, with approval of the "INTERREG IVC" DISTRICT + project bodies. The RT/SC of the "INTERREG IVC" DISTRICT + project shall be informed immediately if the Lead Partner intends to exclude a partner from the project.
4. The excluded partner is obliged to refund to the Lead Partner any programme funds received which it cannot prove on the day of exclusion that they were used for the implementation of the project according to the rules of eligibility of expenditure.
5. In case of non-fulfilment of a partner's obligation having financial consequences for the funding of the project as a whole, the Lead Partner may demand compensation to cover the sum involved.

#### *Article 13*

### **Demand for repayment by the Managing Authority**

1. Should RT in accordance with the provisions of the Subsidy Contract section 8, demand repayment of subsidy already transferred, each partner is obliged to transfer its portion of the repayment amount to the Lead Partner. The Lead Partner shall, without delay, submit the letter by which RT has asserted the repayment claim and notify each partner of the amount repayable. The repayment amount is due within two weeks following the notification by the Lead Partner. In case the amount repayable shall be subject to interest, the interest rate will be determined in accordance with the provisions of the Subsidy Contract 8.4. and would be applied to each partner.

#### *Article 14*

### **Disputes between partners**

1. In case of any disputes among themselves, the sub-project partners are obliged to work towards an amicable settlement. Disputes will be referred to the Steering Group of the DISTRICT + project.



2. In the case amicable settlement is not possible the dispute will be finally decided in accordance with the jurisdiction of the country where the Lead Partner is located.

*Article 15*  
**Lapse of time**

1. Legal proceedings concerning any issue ensuing from this agreement may not be lodged before the courts more than three years after the claim was constituted.

*Article 16*  
**Concluding Provisions**

1. The working language of this Partnership shall be English.
2. If any provision in this agreement should be fully or partly ineffective, the parties to this agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the original provision.
3. This agreement shall only be amended in writing by means of an amendment to that effect signed by all parties involved.

Modifications to the sub-project (e.g. concerning activities, time schedule or budget) that have been approved by RT/SC can be carried out without amending the agreement.

4. Any change of domicile as indicated in the Application Form (Annex I.), shall be notified to the Lead Partner by registered mail, within 15 days following the change of address.



INTERREG IVC



Lead Partner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Place

Partner 1

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Place

Partner 2

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Place

Partner 3

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Place

Partner 4

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Place

Partner 5

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Place

Partner 6

PROREKTOR

*Prof. Cezary Madryas*

\_\_\_\_\_  
Signature

25.10.2011 Wrocław

\_\_\_\_\_  
Date Place

00001614  
POLITECHNIKA WROCŁAWSKA  
Wybrzeże Wyspiańskiego 27  
50-370 Wrocław  
NIP 896-000-58-51



Lead Partner

Signature

*[Handwritten signature]*



12.10.2011 - Brasov  
Date Place

*Brasov*

Partner 1

Signature

Date Place

Partner 2

Signature

26.10.2011 - Brasov  
Date Place

Partner 3

Signature

25.10.2011 - Brasov  
Date Place

Partner 4

Signature

Date Place

Partner 5

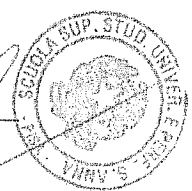
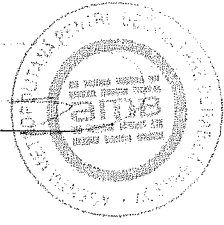
Signature

18.10.2011 - Pise  
Date Place

Partner 6

Signature

Date Place





**Lead Partner**

Signature



12.10.2011      Brno  
Date                      Place

*Brno*

**Partner 1**

Signature

20/10/2011      Staffordshire  
Date                      Place

*Staffordshire University*

**Partner 2**

Signature

Date                      Place

**Partner 3**

Signature

Date                      Place

**Partner 4**

Signature

Date                      Place

**Partner 5**

Signature

Date                      Place

**Partner 6**

Signature

Date                      Place



Annexes:

Annex I. – Application Form

Annex II. – Subsidy Contract

Annex III. - Budget by budget line by partner