

## **PARTNERSHIP AGREEMENT**

between

### **REGIONE MARCHE – Economic Development Department**

Head office: Via Gentile da Fabriano, 9 - 60125 Ancona - Italy

As Lead Applicant and duly represented by Mrs. Stefania Bussoletti - Head of Economic Development Department (hereinafter referred to as “**Regione Marche**” or “**Lead Applicant**”)

and

### **GRAD ZAGREB**

Head office: Trg Stjepana Radića 1, 10000 Zagreb, Croatia

As Consortium Partner n. 2, duly represented by Mr Tomislav Tomašević - Mayor (hereinafter referred to as “**COZ**” or “**Consortium Partner**”)

Concerning the implementation of the project: NDICI CHALLENGE/2022/173998-5/5 “GEAR UP! - *Global citizenship Education Actions to strengthen yoUth engagement through local support to LAs and CSOs, to accelerate Progress towards sustainable development*” (hereafter referred to as “**the Project**” or “**the Action**”), which has been awarded a grant by the European Commission (hereafter referred to as “**Contracting Authority**”)

### **Preamble**

Regione Marche and COZ commit themselves to cooperate to achieve the objectives and results of the Project, guided by the spirit of partnership and by the principles of clarity and transparency. This partnership depends on exchange of information, quality of communication, mutual trust and respect. The formalisation of this Partnership Agreement provides the means to make this partnership exist in a formal, clear and transparent way, beyond its human dimension and trust essential for it to last. Regione Marche and COZ agree to solve the possibly arising disagreements in an amicable way.

The present agreement is subject to the Italian Law and Italian Jurisdiction (see art. 12 of present Partnership Agreement).

### **General Part**

#### **Art. 1 General Terms**

1.1. The Project and this Partnership Agreement are based on the Grant Contract **NDICI CHALLENGE/2023/448-378** with the Contracting Authority and must comply with all matters defined within that Contract.

1.2. The Grant Contract between Regione Marche and the Contracting Authority consists of:

- Grant contract (Special condition NDICI CHALLENGE/2023/448-378)
- Annex I: Description of the Action (including Full application, Logical Framework and Concept Note)
- Annex II: General Conditions applicable to European Union financed grant contracts for External Actions

- Annex III: Budget of the Action (worksheets 1, 2 and 3)
- Annex IV: Procurement rules for beneficiary(ies)
- Annex V: Standard request for payment and financial identification form
- Annex VI: Model report (narrative and final)
- Annex VII: Terms of reference for an expenditure verification of a European Union financed grant contract for external actions and Model report factual findings
- Annex IX: Standard template for transfer of asset ownership

all of which are integral parts of this Partnership Agreement.

1.3. The following documents are annexed to and form an integral part of this Partnership Agreement:

- Annex A: Internal Budget Distribution
- Annex B: Reporting and Planning
- Annex C: Management and Administration of funds

1.4. The Project implementation **starts on 01.01.2024 and ends on 30.06.2027** (total duration: 42 months)

1.5. The total eligible costs of the Project **amount to a maximum of 5.951.604,72 EURO** and the **EU contribution amount to a maximum of 5.356.444,25 EURO**, as set out in Annex III.

The total eligible costs of the Consortium Partner COZ **amount to a maximum of 324.808,25 EURO**. The total amount to be transferred by Regione Marche to Consortium Partner COZ is **292.327,42 EURO**.

1.6. The funds for this project are being provided by the following institutions/organizations:

a) Contracting Authority: 90% of the eligible costs (max. 5.356.444,25 EURO)

b) Other Contributions:

REGIONE MARCHE (MAR), 10% of the assigned budget for a max. amount of 131.459,95 EURO from their own resources or raised from sources other than the European Community budget or the European Development Fund

- Own resources: 51.459,95 EURO
- TPS cofinancing: 80.000,00 EURO

1) PLATFORMA ZA MEDUNARODNU GRADJANSKU SOLIDARNOST HRVATSKE (CROSOL), 10% of the assigned budget for a max. amount of 39.954,91 EURO from its own resources or raised from sources other than the European Community budget or the European Development Fund

- Own resources: 39.954,91 EURO
- TPS cofinancing: 0 EURO

2) GRAD ZAGREB (COZ), 10% of the assigned budget for a max. amount of 32.480,83 EURO from its own resources or raised by the Consortium Partner from sources other than the European Community budget or the European Development Fund

- Own resources: 32.480,83 EURO

- TPS cofinancing: 0 EURO
- 3) JADRANSKO JONSKA EUROREGIJA (AIE), 10% of the assigned budget for a max. amount of 23.450,45 EURO from its own resources or raised from sources other than the European Community budget or the European Development Fund
- Own resources: 23.450,45 EURO
  - TPS cofinancing: 0 EURO
- 4) CESKE FORUM PRO ROZVOJOVOU SPOLUPRACI (FoRS), 10% of the assigned budget for a max. amount of 57.867,03 EURO from its own resources or raised from sources other than the European Community budget or the European Development Fund
- Own resources: 21.867,03 EURO
  - TPS cofinancing: 36.000,00 EURO
- 5) REGION HAUTS-DE-FRANCE (HdF), 10% of the assigned budget for a max. amount of 66.512,33 EURO from its own resources or raised from sources other than the European Community budget or the European Development Fund
- Own resources: 21.512,33 EURO
  - TPS cofinancing: 45.000,00 EURO
- 6) EINE WELT NETZWERK THURINGEN eV (EWNT), 10% of the assigned budget for a max. amount of 61.377,94 EURO from their own resources or raised by the Consortium Partner from sources other than the European Community budget or the European Development Fund
- Own resources: 21.377,94 EURO
  - TPS cofinancing: 40.000,00 EURO
- 7) NEMZETKOZI HUMANITARIUS ES FEJLESZTESI CIVIL SZOVETSEG (HAND), 10% of the assigned budget for a max. amount of 58.389,28 EURO from its own resources or raised from sources other than the European Community budget or the European Development Fund
- Own resources: 23.289,28 EURO
  - TPS cofinancing: 35.100,00 EURO
- 8) CONCORD ITALIA (CONIT), 10% of the assigned budget for a max. amount of 18.065,47 EURO from their own resources or raised by the Consortium Partner from sources other than the European Community budget or the European Development Fund
- Own resources: 18.065,47 EURO
  - TPS cofinancing: 0 EURO
- 9) LATVIJAS PLATFORMA ATTISTIBAS SADARBIBAI (LAPAS), 10% of the assigned budget for a max. amount of 52.740,73 EURO from its own resources or raised from sources other than the European Community budget or the European Development Fund
- Own resources: 25.740,73 EURO
  - TPS cofinancing: 27.000,00 EURO
- 10) AYUNTAMIENTO DE ZARAGOZA (ZCC), 10% of the assigned budget for a max. amount of 52.861,55 EURO from its own resources or raised from sources other than the European Community budget or the European Development Fund
- Own resources: 35.861,55 EURO

- TPS cofinancing: 17.000,00 EURO

Any interest received on the transferred amount of money has to be reported to the Contracting Authority and is regulated in the Grant Contract and its Annexes.

## **Art. 2 About Rights and Duties of the Parties**

2.1 Regione Marche and the Consortium Partner agree to join efforts and to maintain close working relationships in order to achieve the objectives of the Project as stated in the Description of the Action in Annex I of the Grant Contract with the Contracting Authority.

2.2. Regione Marche guarantees to provide the Consortium Partner with the financial support as detailed in Annex B of the present Partnership Agreement.

- Regione Marche will transfer installments to the Consortium Partner on the condition that the requirements regarding reporting, planning, managing and administration of funds, as stipulated in Annex B and C, are fulfilled by the Consortium Partner. Regione Marche will not be held responsible for partial and/or delayed transfers due to project funds not being timely made available by the Contracting Authority. In that case, the Consortium Partner will be informed immediately and both parties will jointly search for a feasible solution in order to guarantee a smooth implementation of the Project.
- The final balance of the total amount of the EC grant will only be transferred to the Consortium Partner after the complete settlement of the project due to the rules stipulated in the Contract between Regione Marche and the Contracting Authority.

2.3. Regione Marche will monitor the implementation of the Project, ensure coordination, maintain regular communication, and assist the Consortium Partner by providing feedback on the progress of activities, proposing modifications and advising on project and financial management.

2.4. Regione Marche will be the intermediary for all communication between the Consortium Partner and the Contracting Authority. Regione Marche is responsible for supplying all documents and information to the Contracting Authority which may be required, inform the Contracting Authority of any event likely to affect or delay the implementation of the Action and inform the Contracting Authority of any changes in the legal, financial, technical, organizational or ownership situation of any Consortium Partner.

2.5. The Consortium Partner is responsible for carrying out the Project in accordance with the Description of the Action in Annex I of the Grant Contract and the terms and conditions of this Partnership Agreement. To this purpose the Consortium Partner shall implement the Action with the required care, efficiency, transparency and diligence, in line with the principle of sound financial management and with the best practices in the field.

2.6. The Consortium Partner is responsible for the detailed planning and budgeting, for implementing and directing the Action according to the agreed Project plan as well as for monitoring and reporting (progress reporting and financial reporting) on the Project according to Annex B and for the management and administration of funds according to the rules in Annex C.

2.7. The Consortium Partner will provide the Project with the technical and administrative staff, funds and material, infrastructure, knowledge and information needed to reach the objectives and the expected results in the detailed Project description.

2.8. During the Project implementation the Consortium Partner commits itself to implement the Project during the time stated in Point 1.4, working efficiently and effectively, with due care and expertise and in compliance with the laws, morals and manners of the respective country.

2.9. The Consortium Partner is obliged to use the Project funds properly and only for purposes indicated in the Project description. In case that funds are used for other purposes without the written approval of the Contracting Authority (received through Regione Marche), the Consortium Partner will be held liable for hampered implementation of the Project and its financial consequences. For more details on financial management conditions see Annex C.

2.10. The Consortium Partner will inform Regione Marche of any changes in its legal, financial, technical, organizational or ownership situation, as well as any change in its name, address or legal representative.

2.11. The Consortium Partner will ensure that all information to be provided and requests made to the Contracting Authority are sent via Regione Marche.

2.12. The Consortium Partner will represent the Project to the local (in its country) authorities and the public and is legally responsible for all personnel and activities of the Project. The Consortium Partner must ensure that no claims are made against Regione Marche in relation to the implementation of the Project. In case claims are brought against Regione Marche and/or its representatives, the Consortium Partner will be responsible for reimbursing all costs and related expenses of these claims to Regione Marche. Regione Marche cannot be held liable for any accident and/or injury of staff, and/or damage/theft of project property, in or outside working hours.

2.13. The Consortium Partner will take all necessary measures to allow external auditors or evaluators, contracted by Regione Marche, to carry out their work according to their Terms of Reference.

### **Art. 3 Organisational Structure of the Partnership**

3.1. For the successful management and completion of the Action, a Steering Committee shall be established. The Steering Committee shall be composed by one representative for each Co-applicant, and two for Regione Marche. The Steering Committee will be chaired by Regione Marche. It shall meet in presence four times (Ancona, Riga, Zaragoza, Prague). The Steering Committee shall:

- be responsible for overall coordination and monitoring of the implementation of the Project;
- facilitate alignment of strategies and sharing of experiences;
- decide on any major budget changes;
- be responsible for the settlement of any disputes among project participants;
- have the possibility to set up sub-groups/working groups to deal with specific tasks related to the Project.

3.2. In addition, a Multi-Stakeholder group will be established, composed of a smaller number of general coordination staff and regional project coordinators and key stakeholders. The group will meet during the networking activities at regional level to give opportunity for exchange, give collegial support and react quickly on difficulties and constraints occurred during the project and will be also involved in the mainstreaming activity to facilitate sharing of experiences and mutual learning.

3.3. A MEAL Team will be established, as a reference group to feed into the evaluation during all phases. Its main tasks are to develop: a monitoring plan which includes a matrix with DEAR indicators to monitor, information on data collection (who, when, how, why) and potential follow up; a user-friendly data management system and specific guidelines will be adopted; a shared repository will be available to all project partners for storing data and information; elaboration of ToR and guidelines related to TPAs evaluation.

3.4. Finally, online meetings for all co-applicants with a 30-day frequency will be organized by the project coordinator and bilateral online meetings between Applicant and Co-Applicants will be

organized on request. Responsibilities could be distributed between the SC members according to the clusters and to the partners' experience to speed up project implementation

Moreover, COZ will implement the following activities:

- participate in the international activities of the project
- disseminate the goals and activities of the project through the website
- create all relevant analysis, assessments and documents
- plan and implement local/regional activities of the project
- reporting according to the contract, audit
- monitoring and evaluation

#### **Art. 4 Reporting and requests for payment**

4.1. The Consortium Partner commits to forward to Regione Marche the information and data needed to draw up and submit, according to the deadlines set in the Grant Contract, narrative reports and financial statements and other specific documents required by this Partnership Agreement and the Annexes thereto, as well as any information needed in the event of audits, checks, monitoring and evaluations. Reporting and administration requirements are detailed in Annex B and C.

4.2. Regione Marche shall be responsible for supplying all documents and information to the Contracting Authority which may be required under the Grant Contract, in particular in relation to narrative and financial reporting and requests for payment.

4.3. Regione Marche will be the sole recipient, on behalf of all Consortium Partners of the payments of the Contracting Authority. Regione Marche will ensure that the appropriate payments are made to Consortium Partners without unjustified delay. Payments will be made to the Consortium Partners in accordance with the procedures detailed in Annex C.

#### **Art. 5 Withdrawal from the Project Partnership**

In case of a Consortium Partner withdraws from the Project due to structural, financial or technical obstacles not existing at the moment of the establishment of the Partnership, submission of the project proposal and further (project) implementation, Regione Marche will inform the Contracting Authority without delay and will find rapid and efficient solutions in order to ensure the proper continuation of the Project implementation.

#### **Art. 6 Demand for repayment of undue funds**

Should the Contracting Authority demand the repayment of funds already transferred to Regione Marche, the Consortium Partner is obliged to transfer its portion of undue amount to Regione Marche. Regione Marche shall, without delay, forward the letter by which the Contracting Authority has asserted the repayment claim and notify the Consortium Partner of the amount repayable.

#### **Art. 7 Modifications in the project implementation**

7.1. The Consortium Partner shall inform Regione Marche promptly of any special event or circumstance which will cause interference or delay in the Project implementation, and which may necessitate a modification of the extent, character or execution of the agreed detailed plan and budget.

7.2. The implementation of the Project is based on the enclosed Project description, Project plan and related budget. Any major modifications of budget, objectives, expected results and activities need

the explicit written approval of Regione Marche and shall thereupon be considered part of the present agreement.

#### **Art. 8 Procurement and Financial support to third parties**

8.1. The Consortium Partner is responsible for all local purchases according to the Project description. Besides, if the implementation of the Action requires procurement by the beneficiary(ies), the Contract must be awarded to the tender offering best value for money (i.e. the tender offering the best price-quality ratio) or, as appropriated, to the tender offering the lowest price. In doing so, the beneficiary(ies) shall avoid any conflict of interests and respect the rules and principles laid out in articles 1 and 2 of Annex IV of the Grant Contract.

8.2. Assets being movable goods financed and co-financed by Project funds shall be registered in the name of the Consortium Partner. The Consortium Partner will use and maintain all items carefully.

8.3. Financial support to third parties may only be awarded in compliance with the conditions set in Guidelines for Applicants and in accordance with the criteria and conditions laid out in the Annex I Description of the action of the Grant contract.

8.4. For any other matters not specifically provided for in this Partnership Agreement, refers to Annex IV of the Grant Contract (Procurement by grant beneficiaries in the context of European Union external actions).

#### **Art. 9 Inspections and Evaluations**

9.1. Regione Marche and the Contracting Authority or the public auditor assigned by Regione Marche may send representatives to visit the Consortium Partners at any time, and may inspect the books and the financial management or evaluate the implementation of the Project.

9.2. The Consortium Partner will support these representatives by providing all necessary information and prepare additional reports on any implementation aspect including statements of accounts if required.

9.3. The public auditor assigned by Regione Marche may require at any time that financial reporting documents of the Consortium Partner are sent in original to his/her office for inspection. The documents will be returned via express mail to the Consortium Partner in the shortest possible period.

9.4. The Consortium Partner will provide Regione Marche and the Auditor with a table synthesizing social insurance, pension and fiscal dues related to staff costs in the country concerned.

9.5. The Consortium Partner also agrees that Regione Marche or the Contracting Authority may make inquiries concerning third parties or institutions within the context of the present Project.

#### **Art. 10 Visibility of the Project**

10.1. The Consortium Partner shall take all necessary steps to publicize the fact that the European Union has financed the Project. Such measures shall comply with the Communication and Visibility Manual for Union External Actions laid down and publicized by the European Commission.

10.2. The Consortium Partner shall assist Regione Marche in drafting a communication plan to be submitted for approval to the Contracting Authority by Regione Marche and shall provide all the information and data required for reporting on its implementation.

10.3. The Consortium Partner shall mention the European Union's financial contribution in information given to the final recipients of the Project, in its internal and annual reports and in any dealings with the media. The Consortium Partner shall mark all publications, brochures etc financed

and co-financed by Project funds, with an EU flag and the sentence: “This document has been produced with the financial assistance of the European Union. The contents of this document are the sole responsibility of <name of Consortium Partner> and can under no circumstances be regarded as reflecting the position of the European Union” in the official language of the country. This obligation also applies to any project publication including conferences and seminars (co-) funded by the Project.

10.4. Regione Marche and the Consortium Partner will inform each other about the dissemination of substantial project data or records to third parties.

#### **Art. 11 Working languages**

11.1. The working language of the partnership shall be English.

11.2. Any official internal document of the project, in particular the reports referred to in Annex A and all communication to the Contracting Agency shall be made available in English.

11.3. Certified documents included in the financial reports must be accompanied by a short description of their content and other relevant elements in English.

#### **Art. 12 Non-fulfilment of obligations, delays, irregularities and Ending of this Agreement**

12.1. This agreement shall expire once the final financial and narrative reports are approved by the Contracting Authority and the last installment of funds has been transferred.

12.2. The Consortium Partner is obliged to promptly inform Regione Marche and to provide the latter with all necessary details should there be events that could jeopardize the implementation of the project.

12.3. Should the Consortium Partner be in default, Regione Marche shall admonish the Consortium Partner to comply with its obligations within a maximum of two months. Regione Marche shall make any efforts to support the Consortium Partner in resolving the difficulties.

12.4. Should the non-fulfilment of obligations continue, Regione Marche may bring the situation to the attention of the International Steering Committee and may decide to end the agreement with the Consortium Partner. In particular, Regione Marche is entitled to terminate this Partnership Agreement and the participation of the Consortium Partner without any indemnity on its part when the Consortium Partner is in any of the situations listed in art. 12.2 of the General Conditions applicable to European Union financed grant contracts for External Actions (Annex II of Grant contract).

12.5. In case of such termination of the agreement, the Consortium Partner still has the obligation to fulfil all requirements concerning statement of accounts and is obliged to refund to Regione Marche any programme funds received which it cannot prove on the day of exclusion that they were used for the implementation of the Project.

12.6. The Consortium Partner must also repay funds that have led to unjustified gain contrary to the terms of the present agreement. In case of non-fulfilment of a Consortium Partner's obligation having financial consequences for the funding of the Project as a whole, Regione Marche may request full repayment of amounts transferred to the Consortium Partner as well as compensation for further financial damages that may occur to Regione Marche due to the non-fulfilment of the agreement by the Consortium Partner.

12.7. The Consortium Partner is also obliged to immediately return any other materials or financial assets, which have been bought or created with Project's funds. Alternatively, Regione Marche is entitled to give instructions to the Consortium Partner, which may include surrendering material

goods to other organizations stated by Regione Marche.

12.8. If the Project cannot be implemented as planned due to reasons beyond the Consortium Partner, the parties may agree either to suspend or to terminate the Project prematurely. In case of suspension, the Consortium Partner will submit a report and statement of accounts up to the starting date of the suspension. A special agreement will be made regarding the return of remaining funds and all assets funded by the Contracting Authority and possible other donors.

12.9. In case of termination, the Consortium Partner will submit the final report and financial statements and return the remaining funds according to the approved financial statements. The ownership and further utilisation of all assets funded by the Contracting Authority and possible other donors will be subject to a separate written agreement between the Consortium Partner and Regione Marche.

### **Art. 13 Jurisdiction and Further Claims**

13.1. In the case of any difference of opinion resulting from this agreement, the parties are urged to reach an amicable settlement. Disputes will be referred to the Steering Committee in order to reach a settlement.

13.2. Otherwise, the present agreement is subject to Italian Law and Italian Jurisdiction. Any disputes arising hereunder will be settled before a competent Ancona (Italy) Court of law. Regione Marche reserves the right for legal action according to the legislation of the National State of the Consortium Partner, especially to enforce the secure return of funded material and financial goods under clause as defined in Annex II.

13.3. Possible further legal claims are not affected by this Partnership Agreement.

### **Art. 14 Force majeure**

14.1. Force majeure shall mean any unforeseeable and exceptional event affecting the fulfillment of any obligation under this agreement, which is beyond the control of Regione Marche and the Consortium Partner and cannot be overcome despite their reasonable endeavors. Any default of a product or service or delays in making them available for the purpose of performing this contract and affecting the Project performance, including, for instance, anomalies in the functioning or performance of product or services, labour disputes, strikes or financial difficulties do not constitute force majeure.

14.2. If Regione Marche or the Consortium Partner are subject to force majeure liable to affect the fulfillment of its/their obligations under this agreement, Regione Marche shall notify the Contracting Authority without delay, stating the nature, likely duration and foreseeable effects.

### **Art. 15 Ineffective Provision**

15.1. If any provision in this agreement should be wholly 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 ineffective provision.

15.2. In case of matters that are not ruled by this agreement, the parties agree to find a joint solution.

### **Art. 16 Amendment of the agreement**

This agreement shall only be amended in writing by means of an amendment to that effect signed by all parties involved.

### **Art. 17 Concluding provisions**

17.1. The present agreement must be signed by Regione Marche and the Consortium Partner.

17.2. Any costs, fees or taxes not eligible or any other duties arising from the conclusion or the implementation of this agreement shall be borne by Regione Marche and the Consortium Partner.

**Art. 18 Special Conditions**

None

Done in two original copies in English. In case of translation of the present agreement into another language, the English version shall be the binding one.

Ancona,

Zagreb,

For Regione Marche

For GRAD ZAGREB

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Mayor of City of Zagreb  
Tomislav Tomašević, mag,pol.