

**Interreg**



Co-funded by  
the European Union

**Meuse – Rhine** (NL – BE – DE)

**Template for**

**Cooperation agreement**

**between the lead partner and the project**

**partners**

**for the Interreg Meuse-Rhine (NL-BE-DE)**

**project**

**'Project name' (Project ID and acronym)**

Please note that this document serves as a template only, providing basic content that has to be included. There is room for adding project specific content. The actual cooperation agreement has to be negotiated between partners and tailored to the partnership's individual needs. The Managing Authority cannot be held responsible for the content of the articles. This responsibility belongs to the lead partner, as described in article 26 (1) a of Regulation (EU) 2021/1059. Elements in **yellow** can be filled in by the partners.

## Preamble

Having regard to:

Article 26 (1) a of Regulation (EU) 2021/1059;

the following agreement is hereby made between the lead partner (LP) of the project and the project partners (PPs) as listed in the project data for the implementation of the Interreg Meuse-Rhine (NL-BE-DE) project [project number, title of the project and acronym].

### The list of LP and PPs :

- Lead partner / partner 1 [lead partner name]
- Project partner 2 [partner name]
- Project partner 3 [partner name]
- Project partner 4 [partner name]
- .....

### Abbreviations

Programme – Interreg Meuse-Rhine (NL-BE-DE) cross-border cooperation programme 2021-2027

EC – European Commission

ERDF – European Regional Development Fund

EU – European Union

JS – Joint Secretariat

LP – Lead Partner

MA – Managing Authority

PP – Project Partner (PPs – Project Partners)

## Article 1: Legal framework

1. The following legal provisions and documents constitute the contractual basis of this partnership agreement and the legal framework for the implementation of the project [project name]:

- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, as further specified below;
- The Interreg Meuse-Rhine (NL-BE-DE) 2021-2027 programme, approved by the European Commission on 14 November 2022 (hereinafter programme);
- The laws of the PP's countries applicable to this contractual relationship.

2. The following laws and documents constitute the legal framework applicable to the rights and obligations of the parties to this agreement:

- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, especially:
  - Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial goal (Interreg) supported by the European Regional Development Fund and external financing instruments, and repealing Regulation (EC) No 1299/2013, and any amendment;
  - Regulation (EU) 2021/1060 of the European Parliament and of the Council of 24 June 2021, laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund, and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the

- Instrument for Financial Support for Border Management and Visa Policy, and repealing Council Regulation (EC) No 1303/2013, and any amendment;
- Regulation (EU) 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund, and repealing Regulation (EC) No 1301/2013, and any amendment;
- Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 966/2012, together with related Delegated or Implementing Acts;
- Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC (General Data Protection Regulation, GDPR);
- Articles 107 and 108 of the Treaty on the Functioning of the European Union, Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid, Regulation (EU) 2021/1237 of 23 July 2021 amending Regulation (EU) No 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty; Delegated and Implementing acts, as well as all applicable decisions and rulings in the field of state aid;
- All other EU legislation and the underlying principles applicable to the LP and the PPs, including the legislation laying down provisions on competition and entry into the markets, the protection of the environment, and equal opportunities between men and women;
- National rules applicable to the LP and its PPs and their activities;
- Project data, comprising but not limited to latest project documentation such as application form and all project information available in the electronic system;
- All manuals, guidelines and any other documents relevant for project implementation (e.g. application manuals, implementation manuals) in their latest version, as published on the programme website or handed over to the LP directly during the project implementation.

Should the above-mentioned legal norms and documents, and any other documents or data of relevance for the contractual relationship be amended, the latest version applies.

## Article 2: Definitions

For the purposes of this partnership agreement, the following definitions apply:

- a. Project partner: any institution financially participating in the project and contributing to its implementation, as identified in the approved application form. It corresponds to the term “beneficiary” used in the European Structural and Investment Funds Regulations.
- b. Lead partner: a legal person or partnership acting as subsidy applicant on behalf of a partnership.
- c. Project data: data comprising but not limited to the latest project documentation such as application form and all project information available in the electronic monitoring system Jems or at the partners’ premises.

## Article 3: Goal of the Partnership Agreement

This partnership agreement lays down the arrangements regulating the relations between the LP and all the PPs, in order to ensure sound implementation of the project as in the latest version of the project data, as well as in compliance with the conditions for support set out in the European Structural and

Investment Funds Regulations, delegated and implementing acts, the programme document based thereon, and the grant letter sent by the MA.

#### **Article 4: Duration of the partnership agreement**

The present partnership agreement comes into force once it has been signed by the LP and all PPs, and under the condition that the project has been approved for ERDF- financing by the Programme. It remains in force until the LP and PPs have completed in full their obligations as further defined in articles 5 and 6 of this agreement towards the MA and any relevant European body.

#### **Article 5: Roles and duties in the partnership**

The LP of the project:

- is entitled to represent the PPs in the project;
- is responsible for the overall coordination, management and implementation of the project towards the MA;
- ensures timely commencement and implementation of the activities within the lifetime of the project, in compliance with all obligations to the MA. The LP must notify the JS of any factors that may adversely affect implementation of the project activities and/or the financial plan;
- monitors the delivery of the agreed work plan setting out tasks to be undertaken as part of the project, the role of the PPs in their implementation, and the project budget;
- prepares and submits the project progress reports, including supporting documents, and additional requested documents and/or information from MA and JS;
- addresses requests for project modifications to the MA;
- is, in general, the contact point representing the partnership for any communication with MA/JS or any other of the programme bodies;
- provides the partners with copies of all relevant project documents, and reports on the implementation of the project. The LP must regularly inform the PPs of all relevant communication between the LP and MA/JS;
- carries out any other tasks agreed with the project partners, which are/can be found in [XXX].

PPs are the bodies responsible for carrying out specific project activities in the manner and scope indicated in the project data. PPs commit themselves to undertake all steps necessary to support the LP in fulfilling its obligations as specified in the grant letter, as well as in this agreement.

The PPs must:

- actively cooperate in the implementation of the project;
- cooperate in the staffing and/or financing of the project in accordance with the partnership agreement;
- keep to other obligations on the basis of this partnership agreement;
- provide the LP with all the correct information and documents required for coordinating and regularly monitoring the technical and financial progress of the project; and necessary in preparing the progress and final reports concerning the part of the project that the partner is responsible for;
- provide any additional information related to reporting to the LP or MA/JS if requested, in due time.

The PPs are responsible for:

- carrying out the specific activities set out in the final application form;
- complying with any deadlines set by the programme, the LP, or agreed within the partnership
- notifying the LP of any factors that may adversely affect the implementation of the project in accordance with the project data.

In particular, for the part of the project for which it is responsible, each PP must ensure:

- that it complies with relevant rules concerning, inter alia, equal opportunities, protection of the environment, financial management, branding, public procurement and State Aid;
- that it is implemented in accordance with the rules and procedures set in the grant letter and other guidance documents available on the programme website.

### **Article 6: Financial management of the project**

All partners (LP and PPs) must:

- use separate accounts or adequate bookkeeping systems to keep track of the financial progress/state-of-play of the project, ensuring that expenditure and revenues, as well as the received national and programme co-financing related to the project, are clearly identified.
- strictly follow the EU eligibility rules as well as further eligibility rules set up by the programme in the Cost Catalogue, and, if applicable, national rules.

Each PP must:

- submit expenditures for verification by MA/JS at the intervals described in the grant letter. Verified expenditures must be submitted through the programme's electronic monitoring system Jems to the LP immediately after verification.
- ensure that the expenses incurred are strictly related to the project activities, in line with the project data.
- ensure that programme requirements on eligibility of expenditure, as provided for in the Cost Catalogue and in line with the grant letter, are strictly respected.
- set up a physical and/or electronic archive where data, records and documents composing the audit trail are stored.
- be responsible for guaranteeing the sound financial management of programme funds received and, in cases of recovery, for reimbursing the LP or relevant programme body directly for unduly paid programme funds, in accordance with the rules and procedures set in the programme document;
- return to the LP or any relevant programme body any amounts of programme co-financing unduly paid concerning their participation in the project, in accordance with the rules and procedures set in the programme document. In the case of national co-financing, the specific regulation of the countries' organisation granting it applies.

Furthermore, the LP must:

- ensure that the expenditure presented by the PPs participating in the project has been incurred for the purpose of implementing the project, and corresponds to the activities agreed between those partners as specified in the project data.
- verify that the expenditure presented by the PPs participating in the project has been calculated, according to the rules set at programme and national level.
- receive ERDF for the entire project and transfers it to the other partners participating in the project within **[XXX]** days of its receipt.
- monitor the spending of the project budget foreseen for each PP, and ensure that budget shifts are carried out within the limits and according to the rules as set out by the programme.

If a PP fails to inform the LP of any deviation from the project data, the LP is then entitled to refuse to include in the project report the costs of this partner that are connected to such deviations and/or that result in an overspending of the approved budget of this partner. Similarly, if a PP fails to provide the necessary input for the preparation of the project reports within the deadline agreed with the LP, the LP may refuse to report the costs of this PP to the programme, in agreement with MA/JS.

The PPs must provide access to the premises, documents and information, irrespective of the medium in which they are stored, for verifications by the MA, the JS, the Audit Authority, or if applicable, the Group of Auditors, relevant national authorities, authorised representatives of the EC, the European Anti-Fraud Office, the European Court of Auditors and any external auditor authorised by these institutions or bodies. These verifications may take place up to 5 years from 31 December of the year of the last payment from the programme to the LP or PP. The PPs must ensure that all original

documents, or their certified copies, in line with the national legislation related to the implementation of the project, are made available until the above final date of possible verifications, and until any on-going audit, verification, appeal, litigation or pursuit of claim has been completed.

### **Article 7: Decision-making procedure within the partnership**

Decisions regarding the:

- general project activities will be taken by (e.g. the decision-making body indicated in the application form)
- individual activities of PPs will be taken by (e.g. the decision-making body indicated in the application form)
- general project budget will be taken by (e.g. the decision-making body indicated in the application form)
- individual budget of PPs will be taken by (e.g. the decision-making body indicated in the application form)
- request for the exclusion and addition of PPs will be taken by (e.g. the decision-making body indicated in the application form)

Decisions will be taken by (e.g. majority vote, 5% majority, etc.)

### **Article 8: Modifications, withdrawal from obligations**

The LP and each PP agree not to withdraw from the project unless there are unavoidable reasons for doing so. Should this nonetheless happen, the LP and the remaining PPs must find a solution to continue the project.

Should a PP fail to comply with its obligations under this partnership agreement, the partnership may decide as a last resort to remove this PP from the project and request modifications. The partner who stops will be obliged to make available to the remaining partners all relevant documents, drawings and information relating to the implementation of the project, so that the project can be implemented as far as possible in accordance with the original planning. Eligible costs can be made by the partner who stops until the date of withdrawal. Remaining budget must be allocated to the partners on the basis of taking over certain activities from the partner(s) who stop(s).

The LP can, if necessary, request modifications of the project data to MA/JS. Any modifications requested, including budget, partnership and operational changes, must be agreed and authorised by the PPs beforehand and in close consultation with the MA, according to pre-agreed rules of procedure or other decision-making mechanism established in the partnership.

The LP and PPs must strictly follow the general provisions on project modifications as (to be) developed by the programme.

### **Article 9: Recoveries**

Should the MA, in accordance with the provisions of the respective articles of the grant letter and its annexes, demand repayment of programme funds already transferred, each PP must transfer to the LP or relevant programme body any amounts paid to them in excess, according to the rules and timeframe as set out by the programme.

In such cases, the LP must immediately forward to the PPs the recovery documents received from the MA, by which the MA has asserted the repayment claim, and notify every PP of the amount repayable.

Be aware that the partners are liable in the case of an irregularity<sup>1</sup> or fraud regarding the expenses it has claimed. Any damage, costs or lower funding will be recovered by the MA from the lead partner, which may recover it back from the partners.

If the recovery concerns the LP alone, then payments to the other PPs can continue.

### **Article 10: Information and communication, publicity and branding**

The LP and the PPs must comply with the programme's communication requirements and provide any material developed during the lifetime of the project that may be useful to publications at the programme level.

In all project communication, reference must be made to the official funding from Interreg Meuse-Rhine (NL-BE-DE) and the logo of the programme and that of the co-financers must be used. In accordance with other EU-specific supplementary provisions, the LP will provide the project partners with the funding logo, as well as the logo of the programme and that of the co-financers.

The LP and PPs ensure that outcomes and results produced during project implementation can be used by all interested parties and organisations, and are in the public interest and publicly available. Moreover, the PPs will support the LP and play an active role in any actions organised by the programme to disseminate and capitalise on project results.

### **Article 11: Intellectual property rights, confidentiality and conflict of interest**

The LP and PPs must respect all applicable national and EU law, including but not limited to laws on intellectual property rights, especially copyright, regarding any output produced as a result of project implementation.

The LP and/or PPs shall ensure that they have all rights to use any pre-existing intellectual property rights, if necessary for the implementation of the project.

The result of the joint activities covered by the agreement concerning reports, documents, studies, electronic data and other outputs, are the joint property of the partnership, unless specifically agreed otherwise.

The LP and PPs are obliged to take all necessary measures in order to avoid conflicts of interest, and to keep each other informed without delay on any circumstances that have generated or may generate such conflict.

The LP and PPs are obliged to inform the relevant programme bodies if there is any sensitive or confidential information related to the project that may not be published or made publicly available. This clause does not affect the LP and PPs obligation to make all results and outputs of the project available to the public.

### **Article 12: Dispute settlement**

Disputes arising between PPs or between the LP and PP/PPs concerning their contractual relationship and, more specifically, the interpretation, performance and termination of this agreement should strive to be resolved amicably. Should this not be possible, the law of the country of the LP shall apply.

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<sup>1</sup> In Article 2, paragraph 31, of Regulation (EU) 2021/1060, "irregularity" is defined as follows: "any breach of applicable law, resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing the budget of the Union by charging unjustified expenditure to that budget".

In case of amicable resolution of disputes in the partnership, MA/JS may act as mediator.

### **Article 13: Third party contracts, liability and outsourcing**

In the case of cooperation with third parties including but not limited to sub-contractors and in-house bodies, with regard to the project, the relevant PP remains solely responsible towards the other PPs concerning compliance with its obligations as set out in the grant letter. PPs must inform each other about the scope of such contracts and the names of the contracted parties.

Should a PP not comply with its obligations, this PP must be solely responsible for damages and costs resulting from this non-compliance.

### **Article 14: Assignment, legal succession**

In the case of legal succession, e.g. where the LP or any PP changes its legal form, the LP or PP is obliged to transfer all duties and obligations under this contract to its successor and to inform MA/JS immediately. Legal succession shall be formalised according to the rules as set out in the grant letter.

### **Article 15: Amendment of the partnership agreement**

Amendments to the partnership agreement must be properly documented. The LP presents the amended partnership agreement to the MA immediately after signing it.

### **Article 16: Termination**

The partnership agreement must be terminated as a consequence of termination of the grant letter.

Following termination of the partnership agreement, the LP and PPs are still obliged to comply with all the requirements after closure, such as recoveries or document retention for audit and evaluation purposes.

## **Room for project specific input**

Further activities/details can be specified here or included as annex.

### **Final Provisions**

The partnership agreement is written in English. If this document and its annexes are translated into another language, the English version will be the binding one.

Should conflicting clauses or interpretation thereof between this agreement and the grant letter arise, the grant letter prevails.

If any provision in this partnership agreement should be wholly or partly ineffective, the parties to the partnership agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

Amendments and supplements to the present agreement must be documented in written form. Consequently, any changes to the present agreement will only be effective if they have been agreed on in writing and signed by all partners of the partnership.





**OPTIONAL – Indicative list of annexes**

- Annex 1 – Detailed allocation of tasks, outputs and results and detailed budget by categories and spending plan, by project partner
- Annex 2 – Preparation cost division
- Annex 3 – More detailed arrangement on intellectual property rights
- ...

## Signatures

All partners (LP and PPs) must sign and date the partnership agreement.

|  |  |
|--|--|
| <p><b>Lead partner (partner 1)</b></p> <p>&lt;&lt;Name of organisation&gt;&gt;<br/>         &lt;&lt;Name of person authorised to sign&gt;&gt;<br/>         &lt;&lt;Date&gt;&gt;<br/>         &lt;&lt;Signature&gt;&gt;</p> | <p><b>Partner 2</b></p> <p>&lt;&lt;Name of organisation&gt;&gt;<br/>         &lt;&lt;Name of person authorised to sign&gt;&gt;<br/>         &lt;&lt;Date&gt;&gt;<br/>         &lt;&lt;Signature&gt;&gt;</p>  |
| <p><b>Partner 3</b></p> <p>&lt;&lt;Name of organisation&gt;&gt;<br/>         &lt;&lt;Name of person authorised to sign&gt;&gt;<br/>         &lt;&lt;Date&gt;&gt;<br/>         &lt;&lt;Signature&gt;&gt;</p>                | <p><b>Partner...</b></p> <p>&lt;&lt;Name of organisation&gt;&gt;<br/>         &lt;&lt;Name of person authorised to sign&gt;&gt;<br/>         &lt;&lt;Date&gt;&gt;<br/>         &lt;&lt;Signature&gt;&gt;</p> |