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Programm zur grenzüberschreitenden Zusammenarbeit SLOWAKEI - ÖSTERREICH 2007-2013  
Program cezhraničnej spolupráce SLOVENSKÁ REPUBLIKA - RAKÚSKO 2007-2013



EUROPEAN UNION  
European Regional  
Development Fund

**Partnership Agreement between the Lead Partner and Project Partners  
in the framework of the Cross Border Cooperation Programme SK-AT 2007-2013  
for the project 'EKoprofit Bratislava'**

In regard to

Council Regulation (EC) No 1083/2006 of 11 July 2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing regulation (EC) No 1260/1999;

Regulation (EC) No 1080/2006 of the European Parliament and of the Council of 5 July 2006 on the European Regional Development Fund and repealing Regulation (EC) No 1783/1999;

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;

Commission Regulation (EC) No 1998/2006 of 15 December 2006 on the application of Articles 87 and 88 of the Treaty to de minimis aid;

Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 and its amendments on the financial regulation applicable to the general budget of the European Communities;

Further on the following programme-related documents are a basis for this partnership agreement:

The Cross-Border Cooperation Programme Slovakia-Austria 2007-2013, approved by the European Commission on December 20, 2007, Decision (No) C(2007)6517

The Joint Eligibility Rules for the Programme

The Memorandum of Understanding for the Cross-Border-Cooperation Programme Slovakia-Austria 2007-2013,

The description of the management and control system according to Article 71 of Regulation (EC) No 1083/2006;

The Implementation Manual and the other documents which are part of the application package as published on the programme website ([www.sk-at.eu](http://www.sk-at.eu))

The ERDF subsidy contract for this project signed between the Lead partner of this project partnership and the Managing Authority of the Programme

In addition the following legal documents have to be respected:

Community rules regarding Community horizontal policies such as the rules for competition and entry into the markets, the protection of the environment, the equal opportunities between men and women and public procurement;



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National rules applicable to the Lead Partner and its Project Partners; provisions of the procurement rules apply to public as well as private recipients of funding and Project Partners

The following agreement shall be made between

<b>Name and address of the organisation</b>	<b>Represented by</b>	<b>Function in the project</b>
Denkstatt GmbH	DI Dr. Wolfgang Stark	Lead Partner
Slovenská obchodná a priemyselná komora / Bratislavská regionálna komora	Ing. Martin Hrivík	Slovak Main Cross Border Partner & Project Partner 1
Stadt Wien / MA22	OsenR DI Dr. Karin Büchl-Krammerstätter	Project Partner 2
Magistrát hlavného mesta SR Bratislavy	Mgr. Rastislav Gajarský	Project Partner 3
Národná agentúra pre rozvoj malého a stredného podnikania	Ing. Arpád Gonda	Project Partner 4

for the implementation of the project

ATMOS Code: *N00128*

Title:

*EKOprofit Bratislava – Implementierung eines Cleaner-Production-Programmes im Großraum Bratislava (incl. Region Trnava) nach dem Vorbild des „Ökobusinessplan Wien“ zur Unterstützung der nachhaltigen Entwicklung der Grenzregion Österreich – Slowakei.*

*EKOprofit Bratislava – Zavádzanie Programu čistejšej produkcie v širšom okolí Bratislavy (vrátane Trnavského regiónu) podľa vzoru „Ökobusinessplan Wien“ na podporu trvalo udržateľného rozvoja prihraničného regiónu Rakúsko-Slovensko.*

as approved by the Monitoring Committee of the Programme.



## § 1 Definitions

For the purpose of the present partnership agreement the following terms shall have the meanings assigned to them there:

- 1. Lead Partner:** the project partner who takes the overall responsibility for the application and the implementation of the entire project as defined in §2 towards the Managing Authority (corresponds to the term "Lead beneficiary" used in the EU regulations on structural funds and hereinafter referred to as "LP") according to the project application,
- 2. Project Partner:** all other partners participating in the project as defined in § 2, being financial beneficiaries and contributing to its implementation according to the project application (corresponds to the term "beneficiary" used in the EU regulations on structural funds and hereinafter referred to as "PP")
- 3. Slovak Main Cross Border Partner:** Slovak partner appointed to act on behalf of all other Slovak Project Partners as regards contracting, sound management and distribution of national public contribution and for the official communication with the Ministry of Agriculture and Rural Development of the Slovak Republic acting as National Body in this respect; with respect to all other rights and obligations the Slovak Main Cross Border Partner acts either as Lead Partner or as Project Partner in the framework of the project as defined in §2.
- 4. Strategic Partner:** Partner which is not a financial beneficiary and is not fulfilling the obligatory partnership criteria but contributing to a successful project implementation, e.g. in terms of support to dissemination. The signing of the partnership agreement by a strategic partner is optional if decided by the project partnership and obligatory if required by the Monitoring Committee.
- 5. Project Partnership:** a partnership set-up between all financial beneficiaries who sign this agreement, i.e. Lead Partner, Slovak Main Cross Border Partner (acting either as Lead Partner or as Project Partner) and all other Project Partner(s) in order to implement the project as defined in §2.
- 6. Project application:** Project application consists of a standard form, letter of support of all participating project partners and signed co-financing form. The project application should be submitted by the Lead partner to the Joint Technical Secretariat in electronic form, as well as in signed paper form. (More on: [http://sk-at.eu/sk-at/downloads/SK/OPETCSlovakia-Austria2007-2013\\_FinalFinal\\_print.pdf](http://sk-at.eu/sk-at/downloads/SK/OPETCSlovakia-Austria2007-2013_FinalFinal_print.pdf))
- 7. First Level Control (FLC):** FLC performs a 100% control of eligibility of costs in the project. Bodies of FLC are: in Austria relevant Regional bodies and in Slovakia relevant department of the Ministry of Agriculture and Rural Development.
- 8. Regional bodies:** are institutions at the regional level, which provide guidance to applicants. Regional bodies are providing guidance on issues of national co-financing for Austrian lead partners or project partners and also are providing support for contracting process and following implementation of projects. (More on: [http://sk-at.eu/sk-at/downloads/SK/OPETCSlovakia-Austria2007-2013\\_FinalFinal\\_print.pdf](http://sk-at.eu/sk-at/downloads/SK/OPETCSlovakia-Austria2007-2013_FinalFinal_print.pdf))
- 9. Audit Authority:** a national, regional or local public authority or body, functionally independent of the managing authority and the certifying authority, designated by the Member State for each operational programme and responsible for verifying the effective functioning of the management and control system. (More on: [http://sk-at.eu/sk-at/downloads/SK/OPETCSlovakia-Austria2007-2013\\_FinalFinal\\_print.pdf](http://sk-at.eu/sk-at/downloads/SK/OPETCSlovakia-Austria2007-2013_FinalFinal_print.pdf))
- 10. Managing Authority:** a national, regional or local public authority or a public or private body designated by the Member State to manage the operational



programme. (More on: [http://sk-at.eu/sk-at/downloads/SK/OPETCSlovakia-Austria2007-2013\\_FinalFinal\\_print.pdf](http://sk-at.eu/sk-at/downloads/SK/OPETCSlovakia-Austria2007-2013_FinalFinal_print.pdf))

- 11. Certifying Authority:** a national, regional or local public authority or body designated by the Member State to certify statement of expenditure and applications for payment before they are sent to the Commission. (More on: [http://sk-at.eu/sk-at/downloads/SK/OPETCSlovakia-Austria2007-2013\\_FinalFinal\\_print.pdf](http://sk-at.eu/sk-at/downloads/SK/OPETCSlovakia-Austria2007-2013_FinalFinal_print.pdf))
- 12. Joint Technical Secretariat (JTS):** provides comprehensive support to the Managing Authority for program implementation, provides guidance to applicants, supports and organizes meetings of the Monitoring Committee and decision-making process on individual projects, etc. (More on: <http://sk-at.eu>)

## § 2

### Subject of the agreement

Subject of this agreement is the organisation of a partnership with the objective to implement the project *N00128*:

*EKOprofit Bratislava – Implementierung eines Cleaner-Production-Programmes im Großraum Bratislava (incl. Region Trnava) nach dem Vorbild des „Ökobusinessplan Wien“ zur Unterstützung der nachhaltigen Entwicklung der Grenzregion Österreich – Slowakei.*

*EKOprofit Bratislava – Zavádzanie Programu čistejšej produkcie v širšom okolí Bratislavy (vrátane Trnavského regiónu) podľa vzoru „Ökobusinessplan Wien“ na podporu trvalo udržateľného rozvoja prihraničného regiónu Rakúsko-Slovensko.*

1. as presented in the Application Form which is Annex 1 to this agreement.
2. This partnership agreement must be in accordance with the general provisions of the ERDF financing and the project application approved by the Monitoring Committee (hereinafter referred as "MC") in June 2012 in *Vienna* with all project changes referred to in § 20 build an obligatory annex to this partnership agreement
3. The concrete tasks and roles and also the internal regulations within the Project Partnership and within the concerned project shall be described and divided between the Lead Partner, Project Partners, the partner acting as Slovak Main Cross Border Partner and eventual Strategic Partners in accordance with this partnership agreement.

## § 3

### Duration of the agreement

1. This agreement shall enter into force upon signing by all project participants and under the condition that the project has been approved for co-funding by the MC. It shall remain into force until all the obligations arising from the contract between the Lead Partner and the Managing Authority (hereinafter referred to as "MA") terminate.

## § 4

### Obligations

1. The project participants commit themselves to undertake everything in their power to foster the implementation of the project as defined in § 2.
2. The **Lead Partner and the Project Partners** shall fulfil all duties and obligations arising from the ERDF subsidy contract and the approved application.



**In particular, the Lead Partner shall fulfil the following obligations:**

- sign the ERDF subsidy contract,
- nominate a project manager who shall accept the operational responsibility for the implementation of the overall project and who shall ensure a sound financial management of the project including carrying out overall project accounting,
- start and implement the part of the project for which it is responsible in due time according to the descriptions of individual components approved by the Monitoring Committee,
- respect all rules and obligations laid down in the signed ERDF subsidy contract,
- collect the statements of expenditures verified by the responsible control bodies according to Article 16 of Reg. (EC) 1080/2006<sup>1</sup> and the confirmations for the payment of national co-financing for all partners,
- draw up the summary payment request (using the template provided by the JTS and according to the requirements of the responsible financial control bodies) comprising the project activity and financial reports as well as the validation statements issued by the responsible financial control bodies acc. Reg. (EC) 1080/2006, Article 16 as well as the statements which confirm the payments of national public contributions for all partners
- present the summary payment request to the JTS for the compliance and consistency check,
- receive ERDF payments from the Certifying Authority of the Programme and transfer the shares of to the Project Partners pro rata as soon as possible meaning not later than in 10 working days, and without any deductions,
- notify the Managing Authority and the Project Partners immediately in writing of any event that could lead to a temporary or final discontinuation or any other change of the project,
- react promptly to any request by the bodies implementing the Programme,
- shall be responsible for official communication with the bodies implementing the Programme on behalf of the project partnership,
- present all documents required for the audit, provide necessary information and give access to its business premises as far as it is required for control or audit activities by the respective bodies, i.e. the FLC, the Audit Authority, the Slovak Audit Body, the European Commission and the European Court of Auditors.
- provide the independent evaluators carrying out the programme evaluation any document or information necessary to assist with the evaluation,
- retain at all times for audit purposes all files, documents and data about the project on customary data storage media in a safe and orderly manner at least until 3 years after closure of the programme, however in any case until 31 December 2022; other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected
- comply with EU and national legislation especially referring to national procurement law and state aid regulations and other obligations related to the CBC Programme.

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<sup>1</sup> *In this programme the so-called First Level Control (FLC) at regional and national levels.*



**On behalf of its part of the operation:**

- start and implement the part of the project for which it is responsible on time according to the descriptions of individual components in Application form approved by the Monitoring Committee and in line with the ERDF subsidy conditions,
- respect all rules and obligations, as requested in the ERDF subsidy, national co-financing and according with the Project application,
- nominate a project manager for the parts of the project for which it is responsible and give the project manager the authority to represent the Lead Partner for his part of the operation in the project,
- draw up and present partner payment request (using the template provided by the JTS and according to the requirements of the responsible financial control bodies) and all related documentation to the body in charge of financial control according to Regulation (EC) No 1080/2006, Article 16 (for this programme the so-called first level control bodies at regional/national level) on time,
- provide the required data and inputs on time for the summary project payment request,
- notify the project partnership immediately of any event that could lead to a temporary or final discontinuation or any other change in project implementation,
- present all documents required for the audit, provide necessary information and give access to its business premises as far as it is required for control or audit activities by the respective bodies, i.e. the FLC, the Audit Authority, the Slovak Audit Body, the European Commission and the European, Slovak and Austrian Courts of Auditors. These are particularly original documents or equivalent accounting documents that serve as proof of project expenses. These should be available to appointed institutions in the premises of the Lead partner.
- retain at all times for audit purposes all files, documents and data about the part of the project for which it is responsible on customary data storage media in a safe and orderly manner until 3 years after closure of the programme, however in any case until 31 December 2022; other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected,
- answer requests of the bodies and representatives of the European Court of Auditors, the European Commission, the Managing Authority, the Certifying Authority, the Audit Authority, the Slovak Audit Body as well as the implementing bodies concerning the project at any time,
- allow the afore mentioned bodies the access to accountancy, invoices and evidence as well as to all other documents related to this project,
- provide independent evaluators carrying out the programme evaluation any document or information necessary to assist with the evaluation,
- allow that data related to this subsidy will be stored and might be transferred to other programme management bodies as well as to the European Commission as well as the institution being in charge of programme evaluation thereby duly respecting the confidential handling of business data,
- comply with EU and national legislation especially referring to national procurement law and state aid regulations and other obligations related to the programme,



**Every Project Partner shall accept the following duties and obligations:**

- start and implement the part of the project for which it is responsible on time according to the descriptions of individual components in Application form approved by the Monitoring Committee and in line with the ERDF subsidy conditions,
- respect all rules and obligations laid down in the ERDF subsidy conditions, national co-financing and according with the Project application,
- nominate a project manager for the parts of the project for which it is responsible and give the project manager the authority to represent the partner in the project
- draw up and present a partner payment request – consisting of activity report, financial report , list of expenditure – thereby using the template provided by the JTS and according to the requirements of the responsible financial control bodies) and all related documentation to the body in charge of financial control according to Regulation (EC) No 1080/2006 Article 16 (for this programme the so-called first level control bodies at regional or national level) on time,
- support the Lead Partner in drawing up summary project payment request by providing the required data and inputs on time,
- notify the Lead Partner immediately of any event that could lead to a temporary or final discontinuation or any other change in project implementation,
- react promptly to any request by the Lead Partner or the Project Partner acting as Slovak Main Cross Border Partner (relevant for Slovak organisations only),
- make all documents related to the eligible cost as well as the funds received the subject of a transparent accountancy,
- present all documents required for the audit, provide necessary information and give access to its business premises as far as it is required for control or audit activities by the respective bodies, i.e. the FLC, the Audit Authority, the Slovak Audit Body, the European Commission and the European, Slovak and Austrian Courts of Auditors. These are particularly original documents or equivalent accounting documents that serve as proof of project expenses. These should be available to appointed institutions in the premises of the Lead partner,
- retain at all times for audit purposes all files, documents and data about the part of the project for which it is responsible on customary data storage media in a safe and orderly manner until 3 years after closure of the programme, however in any case until 31 December 2022; other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected,
- answer requests of the bodies and representatives of the European, Slovak and Austrian Courts of Auditors, the European Commission, the Managing Authority, the Certifying Authority, the Audit Authority, the Slovak Audit Body as well as the implementing bodies of the programme concerning the project at any time,
- in case the subsidy is granted as De Minimis Funding: to provide correct data on De Minimis Funding received in previous two fiscal years and the current fiscal year as well as on any applications or pending contracts for such funding; further on to retain all documents related to the De Minimis Funding in the frame of this project for at least 10 years from the date on which the subsidy has been granted,
- allow the afore mentioned bodies the access to accountancy, invoices and evidence as well as to all other documents related to this project,
- provide independent evaluators carrying out the programme evaluation any document or information necessary to assist with the evaluation,



- allow that data related to this subsidy will be stored and might be transferred to other programme management bodies as well as to the European Commission as well as the institution being in charge of programme evaluation thereby duly respecting the confidential handling of business data,
- comply with EU and national legislation especially referring to national procurement law and state aid regulations and other obligations related to the programme,

In addition the partner acting as **Slovak Main Cross Border Partner** shall besides the obligations and duties of a regular Project Partner also accept the following specific tasks:

- sign the national co-financing contract with the Ministry of Agriculture and Rural Development (further on referred as "National body") on behalf of all Slovak partners involved,
- be responsible for the official communication with the Ministry of Agriculture and Rural Development of the Slovak Republic acting as National Body in all issues related to the management of the national public co-financing on behalf of all Slovak partners,
- react promptly to any request of the afore mentioned National Body during the implementation of the project,
- receive the national contribution from the National Body and transfer the shares as stated in the application pro rata to the other Slovak Project Partners as soon as possible, meaning no later than in 10 working days and without any deductions,
- collect the national co-financing statements of reimbursement of payments on behalf of all Slovak partners from the National Body,
- submit the statement which confirms the payment of national public co-financing on behalf of all other Slovak Project Partners to the Lead Partner and support the Lead Partner in drawing up the payment request at project level providing the required data and inputs on time,
- provide all Slovak partners with a copy of all national statements confirming the payment of national co-financing which have been submitted to the Lead Partner,
- notify all other Slovak Project Partners immediately of any event that could lead to a temporary or final discontinuation or any other change in the implementation of the project,

## **§ 5 Liability**

1. Each partner, including the Lead Partner, shall be liable to the other Project Partners and shall indemnify and prevent the other Project Partners from any liabilities, damages and costs resulting from the non-compliance with its duties and obligations as set forth in this agreement.
2. Should the Managing Authority of the Programme in accordance with the provisions of the ERDF subsidy contract demand the repayment of subsidy already transferred as a result of not respecting the rules and obligations of the ERDF subsidy contract, the partner who violated its duties bears all the consequences including financial consequences.
3. In case the duties are violated by a Project Partner, this partner is obliged to transfer the requested amount to the Lead Partner. The Lead Partner shall, without delay,





submit the notification letter by which the Managing Authority has asserted the repayment claim and notify every Project Partner of the amount to be repaid. The repayment is due within the period set by the Managing Authority in the written notification. The amount to be repaid shall be subject to interest as stated in the ERDF subsidy contract.

4. All parties are aware that in case a Project Partner fails in transferring the requested amount to the Lead Partner as stated in the previous article, the Member State which is affected can claim compensations from the Project Partner and shall reimburse the claimed amount to the Certifying Authority.

## § 6

### **Budgetary and financial management, accounting principles**

1. The Lead Partner is the sole responsible party to the Managing Authority and the Monitoring Committee for the budgetary and financial management of the project. The Lead Partner shall be responsible for the realisation of summary payment requests as well as for an application for reallocation between budget lines as defined in the ERDF subsidy contract. For each payment request which leads to subsequent payment of funds to the Lead Partner, the Lead Partner shall transfer the sums assigned to each partner without delay, at latest ten working days upon receipt of the money. No deduction, retention or further specific charge shall be made.
2. The Lead Partner must ensure the correctness of the financial reports and documents drawn up by the Project Partners. The Lead Partner may request further information, documentation and evidence from the Project Partners to that effect.
3. Every partner will 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. Every partner ensures that all information related to the project as defined in §2 is subject of an adequate and transparent accounting system. The accounts shall provide for registration in Euro (EUR; €) of total expenses (expenditure) and of the return (income) related to the project.
5. In case that the project includes overhead costs all Project Partners confirm that a transparent and plausible calculation method as well as the intended evidence for the project-related overhead costs has been defined and presented prior to signature of this agreement to the relevant financial control body according to Regulation (EC) 1080/2006, Article 16 and the conformity of the proposed solution has been confirmed by the responsible financial control body.
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 Project Partners to redraft the submitted financial report. In case of repeated non-fulfilment, the Lead Partner shall be entitled to deny the expenditure declared by a Project Partner. In that case, the Lead Partner is obliged to inform the Project Partner concerned in writing on the denial of the expenditure declared and the motivation thereto; also, the Managing Authority/Joint Technical Secretariat shall be informed.
7. All Project Partners are aware of the fact that the reimbursement of funds from ERDF - based on validated cost statements as part of the payment request - is subject to the condition that the requested amount is available on the respective account of the Certifying Authority; to this extent all parties to the Project Partnership have to share the financing risk. If a payment request is affected by illiquidity of the ERDF account which may lead to a delayed reimbursement of ERDF funds, the JTS will inform the LP as soon as possible, at latest at the stage of the *Consistency and Compliance Check* of the payment request.



## **§ 7**

### **Modification of the project, budgetary reallocations**

1. Prior to the official request for reallocations referring to the budget as stated in the application (in Annex 1) the Lead Partner shall first obtain the written approval of all Project Partners. The approval of the Project Partners must be obtained in case of any major changes as defined in the implementation manual. The approval of all parties to the project partnership must be obtained in writing also in case of minor changes if they occur within a partner's or the lead partner's budget.
2. Any request for amendment of the ERDF subsidy contract presented by the Lead Partner to the Managing Authority and the Joint Technical Secretariat shall be authorised by all Project Partners beforehand.
3. The Project Partners shall inform the Lead Partner of any changes in the project's time schedule in writing. An extension of the reference period for the eligibility of cost as stated in the ERDF subsidy contract as well as any modification in the project work plan and/or partner's work plans exceeding 6 months must be reported in writing by the Lead Partner to the Managing Authority and the Joint Technical Secretariat and is subject to prior approval from the Managing Authority.

## **§ 8**

### **Durability**

1. Within 5 years after completion the project may not be subject to changes which significantly alter its character or implementation in the meaning of the provisions stated in the application in Annex 1. Stricter national rules regarding the durability of the project's results will remain valid in any case. Significant changes affecting its nature and the implementation conditions (e.g. the change of ownership or the cessation of activity) during this period have to be reported immediately to the Managing Authority and are subject to prior approval.

## **§ 9**

### **Reporting**

1. Every Project Partner commits itself to provide the Lead Partner with the information needed to draw up the summary project payment request consisting of activity and financial reports and other specific documents required by the regional resp. national bodies as well as the MA/JTS or other bodies implementing the programme. The reporting periods as laid down in the ERDF subsidy contract as well as the instructions in the reporting forms shall be observed.
2. The Lead Partner shall systematically send every partner copies of the summary project payment request submitted to the Joint Technical Secretariat and to the responsible Regional respectively National body and inform the Project Partners on a regular basis of all relevant communication with the Managing Authority, the Joint Technical Secretariat, the regional respectively national bodies, the Certifying Authority and the Audit Authority of this Programme.

## **§ 10**

### **Ownership – Use of deliverables**

1. The results of the project have to be made public.
2. Ownership, industrial and intellectual property rights for the results and deliverables of the project shall vest in the Lead Partner and Project Partners, depending on the applicable national law.



3. The produced deliverables cannot be transferred within the period set by Article 57 of (EC) Regulation No 1083/2006.
4. If claimed by the Managing Authority acting on behalf of the Monitoring Committee, the use of the results of the project will be agreed between the Lead partner (acting on behalf of the Project Partnership) and the Managing Authority, in order to guarantee a widespread publicity of such results and to make them available to the public.

## **§ 11**

### **Copyrights, Information and publicity measures**

1. The Lead Partner and the Project Partner(s) will jointly implement the work package on information and publicity as included in the application annexed to this agreement which ensures the adequate promotion of the project towards potential target groups and towards the general public.
2. Any notice or publication by the project, including at a conference or a seminar, must specify that the project has received a subsidy from the funds of the Programme. The relevant provisions of Commission Regulation (EC) No 1828/2006 of December 8, 2006 on information and publicity measures – with particular reference to Article 8 - to be carried out by the Member States concerning assistance from the Structural Funds must in any case be observed.
3. All parties to the project partnership agree that the Managing Authority and the Joint Technical Secretariat shall be authorised in the framework of the Programme to publish in accordance with the Commission Regulation (EC) No 1828/2006, Article 7, in whatever form and on or by whatever medium, including the Internet, the following information:
  - the name of the Lead Partner and the Project Partner(s),
  - scope and the objectives of the project (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 respectively the impact area of the project.
4. All parties to the project partnership will include the EU and programme logos on the cover-pages of publications such as flyers, brochures, press-releases, posters and other publicity products, including those published on the internet (homepages). The programme rules for publicity and information are included in the Implementation Manual (as published on the website [www.sk-at.eu](http://www.sk-at.eu)) and are to be observed accordingly.
5. The Lead Partner and the Project Partner(s) confirm that all specific provisions on the use of results as agreed between the Lead Partner and the Managing Authority are taken into account when implementing publicity and information measures.

## **§ 12**

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

1. In the event of cooperation with third parties, the delegation of part of the activities or of outsourcing, the delegating Project Partner(s) shall remain the sole responsible parties towards the Lead Partner.
2. The Lead Partner shall be informed by the Project Partner(s) about the subject and party of any contract concluded with a third party related to the project activities stated in the ANNEX 1.
3. The Project Partner(s) herewith declare(s) to obey the rules on public procurement of the state/region it is situated in.



### **§ 13**

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

1. Neither the Lead Partner nor the Project Partner(s) are allowed to assign their duties and rights under this agreement without the prior written consent of the other parties to this agreement.
2. The parties to this agreement are aware of the provisions of the ERDF subsidy contract whereupon the Lead Partner/Partner is allowed to assign its duties and rights as laid down in the ERDF subsidy contract only after prior written consent of the Managing Authority and the Monitoring Committee.
3. In the case of legal succession, the Lead Partner or the Project Partner concerned is obliged to transfer all duties under this agreement to the legal successor. The legal successor is obliged to take over all duties. This provision is also valid in case that the respective partner changes its legal form.

### **§ 14**

#### **Non-fulfilment of obligations**

1. Every party to the Project Partnership is obliged to promptly inform the Lead Partner and all Project Partner(s) and to provide the latter with all necessary details should there be events that could jeopardise the implementation of the project.
2. Should one of the parties of the Project Partnership be in default with the implementation of its part of the project, the Lead Partner – or in case the Lead Partner is in default any other Project Partner - shall admonish the respective partner to comply within a reasonable period of time, which must not exceed 20 working days if not stated otherwise. The Lead Partner shall make any effort to contact the Project Partners in resolving the difficulties including seeking the assistance of the responsible regional resp. national bodies as well as the Managing Authority/Joint Technical Secretariat of the Programme.
3. Should the non-fulfilment of obligations continue, the Lead Partner may decide to exclude the partner concerned from the project, with the written approval of the Managing Authority. The regional body of the lead partner's region, the Slovak National Body and the Joint Technical Secretariat/Managing Authority of the programme shall be informed immediately and in writing if the Lead Partner intends to exclude a Project Partner from the project.
4. The excluded Project Partner is obliged to refund to the Lead Partner any ERDF-funds received that were not used accordingly to the activities stated in the application form as well as accordingly to the eligibility rules.
5. In case of non-fulfilment of an obligation by any of the parties of the Project Partnership having financial consequences for the funding of the project, the other parties may demand compensation to cover the sum involved from the non-compliant party.
6. In case the Lead partner is not complying with the obligations within a reasonable period of time –which shall not exceed 20 working days if not stated otherwise - or in case of non-fulfilment of an obligation having financial consequences for the funding of the project the Managing Authority shall be notified by the Project Partners in writing and the respective provisions in the ERDF contract shall apply.



### **§ 15 Force majeure**

1. Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this agreement, which is beyond the control of the Lead Partner and Project Partner(s) and cannot be overcome despite their reasonable endeavours. 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.
2. If any Project Partner is subject to force majeure liable to affect the fulfilment of its obligations under this agreement, the respective partner shall notify the Lead Partner immediately.
3. If any the Lead Partner or Project Partner(s) are subject to force majeure liable to affect the fulfilment of its/their obligations under this agreement, the Lead Partner shall notify the Managing Authority via the Joint Technical Secretariat without delay, stating the nature, likely duration and foreseeable effects.

### **§16 Double funding**

1. No party to this project partnership is allowed to use for the activities stated within the approved application form (Annex 1) subsidies other than those stated in the subsidy contract Part 1 signed between the Managing Authority and the Lead partner of this project partnership.

### **§ 17 Working language**

1. The working language of the project partnership shall be English. Any official internal document of the project shall be made available in the language of the ERDF subsidy contract.

### **§ 18 Language of the agreement**

1. The English version of the partnership agreement and its annexes shall prevail (is binding). The translation of the partnership agreement into Slovak, respectively German is attached in Annex 2 for information.

### **§ 19 Amendment of the agreement**

1. This agreement shall only be amended in writing by means of an amendment signed by all parties involved.
2. All parties to the Project Partnership are aware of the fact that any amendments of this agreement including the changes in the annex have to be submitted to the Managing Authority in writing.



## **§ 20**

### **Changes of the project, Project Record of Changes**

1. All changes of the project made in the course of its implementation shall be documented and reported in a standardised Change Record. The template provided by the JTS has to be used. The Change Record shall be submitted to the Managing Authority in all cases, either as notification or as a request for approval if required according to the provisions in the Implementation Manual. The Change Record shall become an annex to the application.

## **§ 21**

### **Final provisions**

1. If any provision in this agreement should be wholly or partly ineffective, the other provisions shall remain valid. 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.
2. In any case this agreement is only valid if at least one party from each of both participating member states has an active contractual relationship in the framework of this agreement.
3. This agreement is subject to Slovak legislation. The contracting parties will seek to solve eventual disputes by mutual consent. In case that a settlement of the dispute cannot be achieved within an adequate period, the place of jurisdiction is Bratislava, Slovakia. Legal proceedings will be in Slovak.
4. Six (6) signed copies will be made of this agreement, of which each party keeps one. One signed copy of the partnership agreement must be submitted to the Managing Authority as an annex to the ERDF subsidy contract.

Drawn up on ..... at *Vienna*



	<b>Name of the representative</b>	<b>Date, Place</b>	<b>Stamp, Signature</b>
For the Lead Partner	DI Dr. Wolfgang Stark		
For the Main Slovak CBC Partner & Project Partner 1	Ing. Martin Hrivík		
For the Project Partner 2	OsenR DI Dr. Karin Büchl-Krammerstätter		
For the Project Partner 3	Mgr. Rastislav Gajarský		
For the Project Partner 4	Ing. Arpád Gonda		

**Annex:**

- **Annex 1:** Application for the Project *N00128*:  
*EKOprofit Bratislava – Implementierung eines Cleaner-Production-Programmes im Großraum Bratislava (incl. Region Trnava) nach dem Vorbild des „Ökobusinessplan Wien“ zur Unterstützung der nachhaltigen Entwicklung der Grenzregion Österreich – Slowakei.*  
*EKOprofit Bratislava – Zavádzanie Programu čistejšej produkcie v širšom okolí Bratislavy (vrátane Trnavského regiónu) podľa vzoru „Ökobusinessplan Wien“ na podporu trvalo udržateľného rozvoja prihraničného regiónu Rakúsko-Slovensko.*

in the version dated as of 23.3.2012.