

**SOUTH EAST
EUROPE**

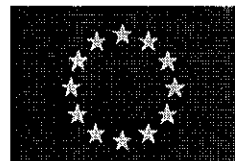
Transnational Cooperation Programme

Partnership Agreement

Acronym: SEE RIVER

**Project title: SUSTAINABLE INTEGRATED MANAGEMENT OF INTERNATIONAL
RIVER CORRIDORS IN SEE COUNTRIES**

European Territorial Co-operation 2007 – 2013



**Partnership Agreement
for the implementation of the project
SEE RIVER -
SUSTAINABLE INTEGRATED MANAGEMENT OF INTERNATIONAL RIVER
CORRIDORS IN SEE COUNTRIES
within the
South East Europe Transnational Cooperation Programme (SEE)**

between

Lead Partner

Inštitut za vode Republike Slovenije / Institute for Water of the Republic of Slovenia
Hajdrihova 28c, 1000 Ljubljana
Slovenia

and

Project participant 1: ERDF Project Partner 1

Zavod Republike Slovenije za varstvo narave / Institute of the Republic of Slovenia for
Nature Conservation
Tobačna ulica 5, 1000 Ljubljana
Slovenia

Project participant 2: ERDF Project Partner 2

Posoški razvojni center / Soča Valley Development Centre
Trg svobode 2, 5222 Kobarid
Slovenia

Project participant 3: ERDF Project Partner 3

Bundesministerium für Land- und Forstwirtschaft, Umwelt und Wasserwirtschaft, Abteilung
II/4, Natur- und Artenschutz, Nationalparks / Federal Ministry of Agriculture, Forestry,
Environment and Water Management, Division II/4, Nature and Species Protection, National
Parks
Stubenbastei 5, 1010 Wien
Austria

Project participant 4: ERDF Project Partner 4

Amt der Kärntner Landesregierung, Abteilung 8 - Umwelt, Wasser und Naturschutz /
Regional Government of Carinthia, Department 8 - Environment, Water and Nature
Protection
Flatschacherstraße 70, 9020 Klagenfurt am Wörthersee
Austria

Project participant 5: ERDF Project Partner 5

Nemzeti Környezetügyi Intézet / National Institute for Environment
Márvány utca 1/D, 1012 Budapest
Hungary

Project participant 6: ERDF Project Partner 6

Dél-dunántúli Vízügyi Igazgatóság / South-Transdanubian Water Management Directorate
Köztársaság Sq. 7, 7623 Pécs
Hungary

Project participant 7: ERDF Project Partner 7

Autonome Provinz Bozen – Südtirol, Abteilung Wasserschutzbauten / Provincia Autonoma di Bolzano, Ripartizione Opere idrauliche / Autonomous Province of Bolzano - South Tyrol, Department of Hydraulic Engineering
Via Cesare-Battisti 23, 39100 Bolzano
Italy

Project participant 8: ERDF Project Partner 8

Slovenský hydrometeorologický ústav / Slovak Hydrometeorological Institute
Jeseniova 17, 83315 Bratislava
Slovakia

Project participant 9: ERDF Project Partner 9

Administrația Națională "Apele Române" / National Administration "Romanian Waters"
Edgar Quinet no 6, 010018 Bucharest
Romania

Project participant 10: IPA-I Project Partner 1

Institut za hidrotehniku Građevinskog fakulteta u Sarajevu, d.d. / Hydro Engineering Institute
Sarajevo
Stjepana Tomića 1, 71000 Sarajevo
Bosnia and Herzegovina

Project participant 11: IPA-I Project Partner 2

Zavod za prostorno uređenje Koprivničko-križevačke županije / Institute for spatial planning
of the Koprivnica-Križevci County
Trg bana Josipa Jelačića 15, 48000 Koprivnica
Croatia

Project participant 12: IPA-I Project Partner 3

Državni zavod za zaštitu prirode / State Institute for Nature Protection
Trg Mažuranića 5, 10000 Zagreb
Croatia

Project participant 13: IPA-I Project Partner 4

HRVATSKE VODE, pravna osoba za upravljanje vodama / HRVATSKE VODE, Legal entity
for water management
Ulica grada Vukovara 220, 10000 Zagreb
Croatia

Project participant 14: IPA-I Project Partner 5

Sherbimi Gjeologjik Shqiptar / Geological Survey of Albania
Rruga Kavajes Nr. 153, 1001 Tirana
Albania

Project participant 15: EU Associated 1

Umweltverband WWF Österreich / World Wide Fund for Nature Austria
Ottakringer Strasse 114-116, 1160 Wien
Austria

Project participant 16: 10% Project Partner 1

Institut za vodoprivredu Jaroslav Černi AD Beograd / Jaroslav Černi Institute for the
Development of Water Resources
Jaroslava Černog 80, 11226 Pinosava, Beograd
Serbia

On the basis of:

- 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;
- COUNCIL REGULATION (EC) No 1085/2006 of 17 July 2006 establishing an Instrument for Pre-accession Assistance (IPA);
- COMMISSION REGULATION (EC) No. 718/2007 implementing Council Regulation (EC) No. 1085/2006 establishing an instrument for pre-accession assistance (IPA);
- REGULATION (EC) No 1638/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 October 2006 laying down general provisions establishing a European Neighbourhood and Partnership Instrument;
- the South East Europe Transnational Cooperation Programme, approved by the European Commission on 20 December 2007, Decision No. C(2007)6590; and its amendment approved on 24 March 2011, Decision No. C(2011) 1850
- the SEE Programme Manual (4th call) and the SEE Implementation Manual laying down the programme specific rules for the implementation of the SEE Projects.

Article 1

Definitions

1. **Lead Partner** (ERDF Lead Partner): the Lead Partner is chosen among the Project Partners and has full financial and administrative responsibility for ERDF and IPA contribution for the entire duration of the project. The Lead Partner is also responsible for the proper reporting of progress during project implementation to the Joint Technical Secretariat, as stipulated in the subsidy contract. In principle, the Lead Partner has functional (coordination of the operation's activities) and financial responsibilities related to ERDF and IPA contribution (corresponds to the term "lead beneficiary" used in the Article 20 of Regulation (EC) No. 1080/2006 and is hereinafter referred to as "LP").
2. **Project Partner** (ERDF Project Partner / IPA-I Project Partner): an actor which commits himself to implement a project part according to the Application Form as approved by the Monitoring Committee (corresponds to the term "beneficiary" used in the Article 20 of Regulation (EC) No. 1080/2006 and hereinafter referred to as "PP"). The **20% ERDF Project Partner** is an ERDF Project Partner from the EU territory but outside the programme area, who participates directly in the project with a separate budget as financial partner.
3. **ENPI Project Partner**: a beneficiary that receives ENPI contribution and complies with ENPI rules.
4. **Associated Strategic Partner** (ASP): fully integrated in the project partnership but with no responsibility of its budget share that is managed by an ERDF "sponsoring" partner: **10% Partner**: non-EU partner of the Programme area whose defined costs

are paid and validated by an ERDF "sponsoring" partner; **EU Associated 20%**: EU partner outside the Programme area whose defined costs are paid and validated by an ERDF "sponsoring" partner; **EU Associated**: EU partner located in the Programme area whose defined costs are paid and validated by an ERDF "sponsoring" partner.

5. **Project Participants**: means LP, ERDF PPs, IPA-I PPs, ENPI PPs, ASPs.
6. **Project Part**: covers a set of activities undertaken by a Project Partner and presented by an ERDF and IPA-I partner's budget in the Application Form.

Article 2

Subject of the Partnership Agreement

1. The subject of this Partnership Agreement is the organisation of the partnership by regulating the rights and obligations of all Project Participants in order to successfully implement the transnational project Sustainable integrated management of international river corridors in SEE countries – SEE RIVER.
2. The approved Application Form and the subsidy contract will become integral part of this Agreement after the approval of the project by the Monitoring Committee. The Project Participants have to fully respect the content and obligations set by the abovementioned documents.

Article 3

Duration of the agreement

1. This agreement shall take effect on the date on which it is signed by all Project Participants. It shall remain in force until the LP has discharged in full its obligations arising from the subsidy contract towards the Managing Authority.

Article 4

Activities of Project Participants in the project

1. Activities of the Project Participants as well as the role of each PP in the project are described in the Application Form.
2. In case the Project Participants set up a Project Steering Committee, the following rules shall apply:
 - a. Steering Committee comprising of one representative of each partner, project manager and communication manager will be the main body which will manage the project. The Steering Committee will decide on the management issues – it will seek consensus on project direction and resolve any administrative or contractual issues, including partnership instability. It will be chaired by the project manager (a representative of the LP). In case of any insoluble problems that may emerge decision will be taken by majority voting, with the LP's vote being decisive in case of a tie vote. The Steering Committee shall meet at least once in 6 months. The participation at the meetings is obligatory for all Participating Partners and any absence from meetings needs to be justified. In case of impossibility to attend the meeting, the partner concerned should find a relevant substitution and notify the LP in

advance. In case of missing the Steering Committee meeting the Participating Partner loses its right to vote on the issues addressed at that meeting.

- b. Quality Management Board comprising of one representative of each work package leader, project manager and communication manager will be the main body for the internal evaluation of project results which will be presented at each Steering Committee meeting.
 - c. Common administrative project management will be in full responsibility of the LP; however, each Project Participant will also have its own administrative and financial management.
 - d. On the basis of the work programme specified in the Application Form and of the subsequent events during the life-cycle of the SEE RIVER project it is the responsibility of the work package leader to coordinate and supervise the corresponding work package and responsibility of the leader of the separate activity to provide all necessary tasks under the work package concerned.
 - e. All further organisational issues as well as details on management of the SEE RIVER project and instructions for partners on how to organise and fulfil their tasks will be laid down in the SEE RIVER Management Plan which will serve for all Project Participants. The SEE RIVER Management Plan will become an integral part of this Agreement and all Project Participants have to fully respect the content and obligations set by the abovementioned document.
3. In order to facilitate the communication flow within the partnership, all Project Participants agree that:
- a. the preferential form of written communication shall be electronic mail;
 - b. all written communication shall be clearly marked with the acronym SEE RIVER in the referrer and include a short description of the content;
 - c. the minutes of all formal meetings of the Steering Committee and of the Quality Management Board shall be made available in writing no later than 15 days after the date of the meeting. The minutes from the meetings shall be taken by the LP;
 - d. it is desirable that all Project Participants produce their information in formats that can be easily sent and retrieved by all others not only for reading but also for editing and additional processing. Therefore, whereas each Project Participant has the freedom to work in their preferred environment, commonly available electronic standards and formats of the transmitted documents shall be established by the LP and the JTS;
 - e. for the transmission of regular project management information (i.e. costs statements, reports etc.) standard forms shall be used by all Project Participants. These forms will be provided by the JTS and the LP;
 - f. without the prejudice to the informality of oral discussion, all information possibly leading to changes in the work programme, in the roles of the Project Participants, or in the resources allocated, as well as any decision in these matters, shall be transcribed to written form, without which no definite action can take place.

Article 5
Specific obligations of the Lead Partner

1. The LP shall take all the steps needed to correctly manage the project in accordance with the Application Form approved by the Monitoring Committee and the subsidy contract.
2. In addition the LP shall:
 - a) inform all Project Participants on the signature of the subsidy contract, and provides the copy of the subsidy contract for all Project Participants;
 - b) keep the Project Participants informed on a regular basis about all relevant communication between the LP and Joint Technical Secretariat and LP and Managing Authority;
 - c) inform the Project Participants about all essential issues connected to the project implementation without any delay;
 - d) be responsible for the verification that the expenditure declared by the PPs has been incurred only for the purpose of implementing the project and corresponds to the activities agreed between the PPs in the frame of the approved Application Form;
 - e) be responsible for the verification that the expenditure declared by the PPs and had been validated by the designated Controller at national level;
 - f) submit the Application for Reimbursement together with the Progress Report to the Joint Technical Secretariat for the deadline given in the subsidy contract;
 - g) transfer the ERDF and IPA contribution to the PPs participating in the project according to the Application for Reimbursement approved by the Joint Technical Secretariat, within 15 working days after receiving the funds from the Managing Authority;
 - h) agree with its PPs before applying for budget reallocation between budget lines and/or work packages in accordance with the subsidy contract;
 - i) agree with the Project Participants (or PPs related to ERDF and IPA issues) of the project before submission of any request for amendment of the subsidy contract to the Joint Technical Secretariat.

Article 6
Obligations of the Project Participants and PPs

1. The Project Participants respect all the rules and obligations set forth in the subsidy contract.
2. They commit themselves to do everything in their power to foster the implementation of the project.
3. The Project Participants shall support the LP to fulfil its tasks according to the subsidy contract.

4. In particular, each Project Participant shall:
 - a) provide the LP without any delay with any information needed to draw up the Progress Reports and the Final Report, to react on any request by the Managing Authority or the Joint Technical Secretariat, or provide with any further information needed by the LP;
 - b) inform the LP immediately about any circumstance that could lead to a temporary or final discontinuation of the project.
5. In particular, each ERDF PP and IPA-I PP shall:
 - a) maintain either a separate accounting system or an adequate accounting code for all transactions relating to the project;
 - b) inform the LP on the details of the bank account where the ERDF/ IPA contribution of the PP shall be transferred before the submission of the first Application for Reimbursement,
 - c) complete their activities foreseen for each reporting period of the project implementation;
 - d) have their expenditures incurred and paid in the given reporting period validated by the designated Controller of their Member / Partner State and submit the declaration on validation of expenditure issued by the Controller to the LP. The expenditure of the PPs not covered by declarations on validation of expenditure in the given reporting period can be requested only for the next reporting deadline following to the reporting period concerned.
 - e) comply with Community and national rules, including rules on public procurement, state aid, publicity, rules on environmental protection, and equal opportunities; in all cases, if there is a national legislation regarding eligibility of expenditure, project beneficiaries have to follow the national legislation of their country and the EU legislation. National legislation applies also whenever stricter than the corresponding EU legislation, and vice versa. The PPs are responsible for clarifying which relevant national legislations of their country they may have to apply when implementing the project.
 - f) be responsible for the sound financial management of the funds allocated to the project part, including the arrangements for recovering amounts unduly paid (ERDF, IPA, state contribution and other public contribution).
6. Each Project Participant shall be solely liable for its financial data. No other Project Participant or any other party, including the LP or their representatives acting within the scope of this Partnership Agreement may change these data without expressed written permission of the Project Participant concerned.

Article 7 **Specific obligations of ENPI partners**

1. The ENPI Project Partners respect all the rules and obligations set forth in the ENPI Grant Contract and related EC and national regulations.

2. They commit themselves to complete all activities foreseen for each year of the project implementation.
3. ENPI project partner shall be responsible for the sound financial management of the awarded ENPI grant; and
4. Keeping informed the ERDF Lead Partner of the progress of the action and provide all necessary information that the ERDF Lead Partner may require to fulfil its reporting duties towards the SEE JTS.
5. Each ENPI partner must fulfil its obligations deriving from the SEE RIVER organisational structure and from content-related activities of the ENPI partner which are specified in the approved Application Form. ENPI partners are also obliged to enable the LP to monitor their activities with allowing him an insight into their work.

Article 8

Specific obligations of the Associated Strategic Partners and the sponsoring ERDF partners

1. Each Associated Strategic Partner shall:
 - a) support the "sponsoring" ERDF PP to fulfil its tasks according to the subsidy contract and the present Partnership Agreement;
 - b) complete its activities as described in the approved Application Form;
 - c) provide the "sponsoring" PP and the LP without any delay with any information needed to draw up the Progress Reports and the Final Report, to react on any request by the Managing Authority or the Joint Technical Secretariat, or provide with any further information needed by the LP;
 - d) inform the "sponsoring" ERDF PP and the LP immediately about any circumstance that could lead to a temporary or final discontinuation of the project.
2. The expenditure of each Associated Strategic Partner shall:
 - a) be planned in the budget of the "sponsoring" ERDF LP or ERDF PP in the Application Form;
 - b) be only those supported by invoices clearly addressed and paid by the "sponsoring" ERDF PP;
 - c) be validated by the designated controller of the "sponsoring" ERDF PP.
3. The Associated Strategic Partners (either *10% Partner* or *EU Associated 20%*) and the "sponsoring" ERDF PPs have to follow the rules for the expenditure under the 10% flexibility rule (10% Partners) or 20% flexibility rule (EU Associated 20%) set by the SEE Programme Manual, in particular:
 - a) when subcontracting the activities for the involvement of the 10% Partner, the "sponsoring" ERDF PP is responsible for the procurement according to its national public procurement rules. The contents of the terms of reference should be agreed with the 10% Partner;

- b) when subcontracting the activities for the involvement of the 10% Partner, the ownership of the outputs and results such as products delivered by the external expertise and services shall remain at the property of the "sponsoring" ERDF PP;
 - c) the involvement of Associated Strategic Partner (either *10% Partner* or *EU Associated 20%*) for the implementation of the project and the achievements of its objectives has to be clearly demonstrated in the Partner Reports of the „sponsoring“ ERDF PP and in the Progress Report of the LP;
 - d) in instance of 10% Partner participation, the benefit of the EU territory has to be demonstrated in the Application Form as well as during the implementation of the project;
 - e) in instance of 20% Partner participation, the benefit of the Programme area has to be demonstrated in the Application Form as well as during the implementation of the project;
4. Complementary to the above set rules, the Associated Strategic Partners and the "sponsoring" ERDF partners agree on specific rules as follows:
- a. the only eligible costs which can be paid by the "sponsoring" ERDF partner for the Associated Strategic Partner are costs of external expertise and services (10 % Partner only) as well as travel and accommodation costs (per diems excluded);
 - b. in case travel and accommodation costs are planned for the Associated Strategic Partner in the project budget, this partner is obliged to attend as many Consortium meetings and other events as were planned in the approved Application Form;
 - c. the 10 % Partner is obliged to assist the "sponsoring" ERDF partner with the preparation of content for the Call for tenders when selecting appropriate external experts and to cooperate in the selection procedure. It is also obliged to contact different possible external experts in cases where no Call for tenders is needed;
 - d. the 10 % Partner is responsible for reviewing all the work done by external experts and to suggest improvements or correction of mistakes;
 - e. should circumstances arise after the approval of the project other specific rules shall be determined in an annex to this Partnership Agreement. The "sponsoring" ERDF partner shall notify the JTS of the specific rules defined in the annex to the present agreement.

Article 9 **Responsibilities of LP and ERDF PPs / IPA-I PPs**

1. The LP solely assumes responsibility for the entire project towards the Managing Authority.
2. Each Project Participant is directly and exclusively responsible to the LP for the due implementation of its respective contribution to the project and for the proper fulfilment of its obligations as set out in this agreement. Should a Project Participant not fulfil its obligations under this contract in due time, the LP shall admonish him to

fulfil them within a reasonable period of time. The Project Participants will undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the LP may decide to debar the Project Participant concerned from the project with approval of the other Project Participants. The Joint Technical Secretariat shall be promptly informed of such an intended decision by the LP and the change in the partnership has to be approved by the Monitoring Committee according to the provisions of the subsidy contract.

3. Each PP shall take the financial responsibility for the ERDF and IPA contribution and the related state contribution it has received for the project.
4. In case of irregularities the LP bears the overall responsibility towards the Managing Authority for the repayment of the amounts unduly paid. By way of the derogation from this principle if the irregularity is committed by a PP the concerned PP shall repay to the LP the amounts unduly paid.

Article 10 **Reporting obligations of the PPs**

1. The LP can only submit an application for reimbursement to the Joint Technical Secretariat by providing proof of progress of the project. Therefore, in order to provide adequate information on the progress of the project, each PP has to submit a Partner Report to the LP consisting of an activity report describing the activities carried out and their outputs and results during the reporting period and a financial report presenting the financial progress of the project in accordance with the approved Application Form.
2. The PPs have to respect the reporting deadlines of the subsidy contract, and submit their ERDF / IPA Partner Report and declaration on validation of expenditure to the LP in due time. Partner Reports and declarations on validation of expenditure not submitted to the LP within the set deadline will not be included in the progress report of the LP to be submitted to the JTS.
 - a. At the end of each reporting period each ERDF PP and IPA-I PP partner needs to prepare a Partner Report and submit it for national validation by the designated Controller in its member state. The partners need to cooperate with the Lead Partner in the process of preparation of their Partner Reports and keep the Lead Partner informed about the status of reporting. After the validation of the Partner Report, the National Controllers issue a Declaration on Validation of Expenditure to each partner. Immediately (within 5 days) after receiving the Declaration on Validation of Expenditure the Partner needs to submit this document in original to the LP.
 - b. In addition, in order to monitor the project progress within the partnership the Project Participants are obliged to inform regularly the LP in the form prescribed by the LP.
 - c. Upon conclusion of each project activity within a work package Project Participants which are work package leaders have to submit to the LP all corresponding deliverables and any other relevant documents within 15 days after the conclusion of each activity.
 - d. All reports that need to be submitted to the JTS are the joint responsibility of all Project Participants with special assistance of relevant work package

leaders. The Project Participants shall organise their contribution in such a way that the assembly of those reports can be easily made by the LP. For this matter the reports need to be submitted in standardised forms and according to the guidelines set by the Managing Authority and the LP.

3. The Partner Reports should be drawn up in Euro. In case PPs from Member States which have not adopted the Euro as their currency are participating in the project, as well as in case of IPA Partner States, the PPs shall convert into Euro the amounts of expenditure in the list of invoices incurred in national currency before submission for validation to the responsible controller of the Member State/Partner State. The expenditures shall be converted into Euro using the monthly accounting exchange rate of the Commission in force in the last month of the reporting period. (<http://ec.europa.eu/budget/inforeuro/index.cfm?Language=en>)
The exchange rate risk is borne by the PP concerned.

Article 11

Audits

1. For audit purposes each ERDF PP – IPA-I PP shall:
 - a) retain all files, documents and data about the project at least until 31 December 2022, either in original or as certified copies on commonly used data media safely and orderly;
 - b) enable the responsible auditing bodies of the European Union and the auditing bodies of the state it is based in to audit the proper use of funds;
 - c) give these authorities any information about the project they request;
 - d) give them access to the accounting books and accounting documents and other documentation related to the project, whereby the auditing bodies decide on this relation, at least until 31 December 2022;
 - e) give them access to their business premises during the ordinary business hours and also beyond these hours by arrangement and allow them to carry out checks related to the project at least until 31 December 2022;
 - f) provide the LP with any information needed related to such an audit without any delay.

Article 12

Information and Publicity

1. Any publicity measure undertaken by any of the Project Participants shall be conducted according to the Commission Regulation (EC) no. 1828/2006, and the Information and Publicity guidelines of the SEE Programme.
2. Information and publicity measures will be coordinated among the Project Participants. Each Project Participant is equally responsible to promote the fact that financing is provided from the European Union funds in the framework of the South East Europe Transnational Cooperation Programme and to ensure the adequate promotion of the project.

3. The Project Participants take note of the fact that the results of the project as well as any study or analysis produced in the course of the project will be made available to the public and they agree that the results of the project shall be available for all Project Participants and for the public free of charge.

Article 13

Changes in the Project Partnership

4. Being aware of the fact that all changes in the partnership need an approval of the Monitoring Committee and the Managing Authority is entitled to withdraw from the subsidy contract if the number of Project Participants falls below the minimum number of participants required by the programme, the Project Participants agree not to back out of the project unless there are unavoidable reasons for it.
5. In case a Project Participant withdraws from the project or is debarred from it the remaining Project Participants will undertake to find a rapid and efficient solution to ensure the further proper project implementation without any delay. Consequently, the Project Participants will endeavour to cover the contribution of the withdrawing Project Participant, either by assuming its tasks by one or more of the present Project Participants or by asking one or more new participants to join the project partnership, regarding the respective programme provisions.
6. The LP will inform the Joint Technical Secretariat as soon as changes in the project partnership are foreseeable. The changes in the partnership enter into force only after approval by the Monitoring Committee.
7. The provisions set for audits in Article 11 remain applicable to the PP that backed out of the project or was debarred from the project.

Article 14

Irregularities and repayment of funds (ERDF / IPA)

1. If the Managing Authority should – based on the provisions of the subsidy contract – request the repayment of ERDF / IPA contribution from the LP, the LP shall ask the PP that has caused the irregularity resulting in repayment of the ERDF / IPA contribution unduly paid according to the request of the Managing Authority.
2. The PP affected has to repay the requested ERDF / IPA contribution together with the interests chargeable to the LP, and the corresponding state contribution to the responsible national body as stipulated in the contract on the state contribution.
3. The PP has to respect the deadline given by the Managing Authority to the LP for the repayment of ERDF / IPA contribution. The PP has to transfer the requested ERDF / IPA contribution together with the interests chargeable to the LP 30 days before the deadline of the LP.

Article 15

Cooperation with third parties, assignment

1. In case of cooperation with third parties (e.g. concluding subcontracts) the ERDF / IPA-I Project Participant shall remain the sole responsible toward the LP concerning compliance with its obligations as set out in this agreement.

2. ERDF / IPA-IPProject Participants are allowed to assign their rights and obligations under this agreement with prior consent of the other Project Participants and only after prior written consent of the Managing Authority and the Monitoring Committee.
3. In case of legal succession, e.g. when the Project Participant changes its legal form, the Project Participant is obliged to transfer all duties under this contract to the legal successor. The participant shall notify the LP in written form within 30 days.

Article 16 Language

The working language of the partnership shall be English. Any official internal document of the operation shall be made available in the language of the subsidy contract, i.e. in English.

Article 17 Applicable law

1. This agreement is governed by the Republic of Slovenia, being the law of the country of the LP.
2. This partnership agreement is concluded in English. In case of a translation of this agreement and its annexes into another language than English, the English version shall prevail.

Article 18 Concluding provisions

1. Any amendments to this agreement shall be in writing signed by all Project Participants.
2. Amendments and supplements to the present agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such. The LP shall notify to the Joint Technical Secretariat of any amendment or supplement of the present agreement.
3. If any provision in this agreement should be wholly or partly ineffective, the remaining provisions remain binding for the parties. In this case the parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.
4. The LP and all the Project Participants commit themselves to taking measures to ensure that all staff members carrying out the work respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties or use it without prior written consent of the LP and the Project Participant that provided the information.
5. The parties will make an effort to settle any disputes arising from this agreement out of the court. In case an agreement cannot be made in due time, the parties herewith agree that Courts of Ljubljana shall be the venue for all legal disputes arising from this contract.

6. 18 original copies will be made of this agreement; of which each party keeps one original and one original is attached to the Application Form.

Place, Date: Bratislava, 20/08/2012

Name of Project Participant 8:

**Slovenský hydrometeorologický ústav /
Slovak Hydrometeorological Institute**

Name of legal responsible:

Martin Benko

Signature:



Stamp

Place, Date: Ljubljana, 23/08/2012

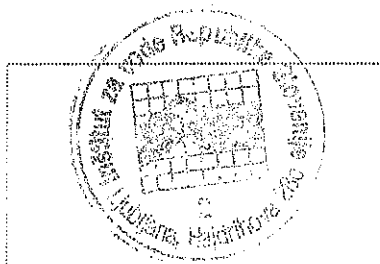
Name of Lead Partner:

**Inštitut za vodo Republike Slovenije /
Institute for Water of the Republic of Slovenia**

Name of legal responsible:

Igor Kovačič

Signature:



Stamp