

INTERREG-IPA Cross-border Cooperation Programme Hungary-Serbia

Partnership Agreement

PROJECT ID	
PROJECT ACRONYM	
PROJECT TITLE	

Note: Present template of the Partnership Agreement contains the minimum requirements requested by the Programme implementing bodies. Project partnerships are invited to complete and complement the suggested provisions, without contradicting the rules set in the prepared paragraphs of the document.

PARTNERSHIP AGREEMENT
FOR THE IMPLEMENTATION OF THE PROJECT:

Project ID:
Project Acronym:
Project Title:

within the
Interreg – IPA Cross-border Cooperation Programme Hungary – Serbia

BETWEEN

Lead Beneficiary [full name and address]

AND

Beneficiary 1 [full name and address]

Beneficiary 2 [full name and address]

...

Beneficiary n [full name and address]

(Hereinafter jointly referred to as Parties)

On the basis of:

- 1) Regulation (EU) No 231/2014 of the European Parliament and of the Council of 11 March 2014 establishing an Instrument for Pre-Accession Assistance (IPA II);
- 2) Commission Implementing Regulation (EU) No 447/2014 of May 2014 on the specific rules for implementing Regulation (EU) No 231/2014 of the European Parliament and of the Council establishing an Instrument for Pre-accession assistance (IPA II) - IPA Implementing Regulation;
- 3) Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action;
- 4) Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal - the ETC Regulation;

- 5) Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 - the Common Provisions Regulation, CPR;
- 6) Commission Delegated Regulation (EU) No 2019/693 of 7 February 2019 amending Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation (EU) No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation programmes;
- 7) 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, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012;
- 8) Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union;
- 9) The Interreg – IPA Cross-border Cooperation Programme Hungary – Serbia (Interreg – IPA CBC Hungary – Serbia Programme) approved by the European Commission on 15 December 2015 by Decision No C(2015) 9488 with Programme reference number CCI 2014TC1615CB001 2nd modification approved by the European Commission on 12 February 2019 by Decision No C(2019) 834 with Programme reference number CCI 2014TC1615CB001;
- 10) Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)
- 11) Guidelines for Applicants of the relevant Call for Proposals of the Programme under which the above mentioned Project has been selected and awarded the subsidy;
- 12) the Project Implementation Handbook for the Interreg – IPA CBC Hungary – Serbia Programme, laying down specific rules for the implementation of projects financed under the Programme;
- 13) the proposed Project **[Project ID, Acronym]** as drafted in the Application Form and approved by the Joint Monitoring Committee of the Programme;
- 14) Guidelines for Implementing Information and Publicity Requirements for the Projects in the Interreg – IPA CBC Hungary – Serbia Programme, laying down the Programme specific rules on information and publicity measures of the projects.

Article 1 **Definitions**

- 1) **Lead Beneficiary:** the Lead Beneficiary is designated by all of the Beneficiaries and has full financial and administrative responsibility for the EU funding for the entire duration of the

project. The Lead Beneficiary is also responsible for the proper reporting of progress during project implementation to the Joint Secretariat, as stipulated in the Subsidy Contract for the EU Contribution (hereinafter Subsidy Contract). In principle, the Lead Beneficiary has functional (coordination of the project activities) and financial responsibilities related to the EU funding.

- 2) **Beneficiary(ies):** including the Lead Beneficiary – organisations functionally and financially committed to implement a project part of the project according to the Application Form as approved by the Joint Monitoring Committee.
- 3) **Project part:** covers a set of activities within the project as a whole, undertaken by each of the Beneficiaries separately in a defined timeframe and presented in the respective Beneficiary's budget sheet of the Application Form.

Article 2

Scope 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 Beneficiaries in order to successfully implement the Project [*Project ID, Project Acronym, Project Name*].
- 2) The Beneficiaries shall make their own contributions to the implementation of the Project and shall receive the EU contribution according to the distribution shown in the Application Form.
- 3) The present Agreement is annexed to and forms integral part of the signed Subsidy Contract, together with the Application Form approved by the Joint Monitoring Committee, therefore Beneficiaries have to understand and fully respect the content of and the obligations set by the above-mentioned documents.

Article 3

Duration of the Agreement

- 1) The Partnership Agreement is valid from the date of signature by all Parties and enters into force from the day the Subsidy Contract between the Managing Authority and the Lead Beneficiary enters into force. It shall remain in force until the Lead Beneficiary has fulfilled its obligations arising from the Subsidy Contract towards the Managing Authority, including the period of availability of documents for financial controls.
- 2) This Agreement shall also remain in force if there is any non-resolved dispute among the Parties at an out-of-court arbitration body.
- 3) The breach of the obligations of the Partnership Agreement by one of the Beneficiaries may lead to an early termination of its participation in the Project. This termination has to be decided by consensus by all the other Beneficiaries in a documented manner, provided that the eligibility rules of the Call for Proposals are kept with the remaining Beneficiaries and that the consequently initiated amendment of the Subsidy Contract is successful at the Managing Authority. However, the Beneficiaries will be obliged by the present Agreement for its whole

duration with regard to the activities carried out and expenditure incurred until that moment. In case the Subsidy Contract terminates, the present Partnership Agreement is terminated.

Article 4

Activities of Beneficiaries in the project

- 1) The activities and the role of the Lead Beneficiary and each Beneficiary are described in the Application Form (Annex I of the Subsidy Contract).
- 2) The Beneficiaries take into account all rules and obligations as set out in the Subsidy Contract and its annexes.
- 3) The Beneficiaries commit themselves to undertake everything in their power to foster the successful and efficient implementation of the Project.

Article 5

Specific obligations of the Lead Beneficiary

- 1) The Lead Beneficiary shall take all the steps needed to correctly manage the Project in accordance with the Application Form approved by the Joint Monitoring Committee and in line with the Subsidy Contract.
- 2) In addition the Lead Beneficiary shall:
 - a) represent the Beneficiaries towards Managing Authority / Joint Secretariat / Programme management bodies;
 - b) sign the Subsidy Contract on behalf of all Beneficiaries;
 - c) appoint a project manager who has the operational responsibility for the co-ordination and documentation of the overall Project;
 - d) react promptly to any request made by the Managing Authority and the Joint Secretariat;
 - e) inform all Beneficiaries on the signature of the Subsidy Contract and provide all Beneficiaries with a copy thereof;
 - f) inform all Beneficiaries on the progress of the overall Project, in particular with reference to its objectives and results as set in the Subsidy Contract or any later amendments;
 - g) keep the Beneficiaries informed on a regular basis about all relevant communication between the Lead Beneficiary and the Joint Secretariat / Managing Authority;
 - h) notify the Beneficiaries and the Joint Secretariat / Managing Authority immediately of any event that could lead to a temporary or final discontinuation of the Project or any other deviation of the implementation of the Project;
 - i) guarantee the sound financial management of the funds allocated for the implementation of the Project, including the separate set-up of the project accounting and the supporting documents storage system;
 - j) without any delay inform the Beneficiaries about all essential issues connected to project implementation;

- k) be responsible for verifying that the expenditure declared by the Beneficiaries has been incurred only for the purpose of implementing the project (part) and that it corresponds to the activities agreed between the Beneficiaries in the frame of the approved Application Form;
- l) be responsible for verifying that the expenditure declared by the Beneficiaries has been validated by the designated controller at national level;
- m) prepare and submit the Applications for Reimbursement together with the Project Reports (including the Final Project Report and the Project Follow-up Reports (if relevant)) to the Joint Secretariat keeping the deadlines indicated in the Subsidy Contract for EU Funding;
- n) support Beneficiaries in implementing their obligations by giving them the correct information, indications and clarifications on the procedures;
- o) transfer the respective amounts of advance (specified in Annex I of the Subsidy Contract) received on the Lead Beneficiary's separate bank account to the bank accounts of each Beneficiary within *[timeframe to be defined by the partnership]*; and in full, without specific fees or charges;
- p) transfer the EU funding according to the Application for Reimbursement approved by the Joint Secretariat received on the Lead Beneficiary's separate bank account to the bank accounts of each Beneficiary, within *[timeframe to be defined by the partnership]*; and in full, without specific fees or charges;
- q) implement its individual part of the Project accordingly;
- r) enable the responsible bodies to carry out their audit and monitoring / evaluation / activities;
- s) agree with the Beneficiaries before applying for a reallocation between budget headings in accordance with the Subsidy Contract;
- t) keep a copy of all project documents prepared by the Beneficiaries or other bodies;
- u) carry out project level accounting;
- v) ensure that no double funding or double reporting of expenditure takes place;
- w) agree with the Beneficiaries before submitting any request for an amendment of the Subsidy Contract to the Joint Secretariat.

Article 6

Obligations of the Beneficiaries

- 1) The Beneficiaries take into account all rules and obligations as set out in the Subsidy Contract.
- 2) The Beneficiaries commit themselves to undertake everything in their power to foster the implementation of the Project.
- 3) The Beneficiaries shall support the Lead Beneficiary in fulfilling its tasks as stipulated in the Subsidy Contract.
- 4) In particular, each Beneficiary shall:

- a) support the Lead Beneficiary in fulfilling its tasks as stipulated in the Subsidy Contract and its annexes;
- b) without any delay provide the Lead Beneficiary with any information needed to draw up the Project Reports, the Final Project Report and the Project Follow-up Reports (if relevant), react on any request by the Managing Authority or the Joint Secretariat, or provide any further information needed by the Lead Beneficiary;
- c) assure the smooth implementation of the part of the Project they are responsible for in accordance with the Subsidy Contract and its annexes;
- d) inform the Lead Beneficiary immediately about any circumstances that could lead to a temporary or final discontinuation of the project part or any other deviation of the implementation of the project part, including any variations to its part of project budget or work plan;
- e) appoint a contact person for the implementation of the part of the Project under their responsibility;
- f) maintain either a separate accounting system or an adequate accounting code for all transactions related to the project part;
- g) inform the Lead Beneficiary before the submission of the first Application for Reimbursement on the details of the bank account to which the EU funding of the Beneficiary shall be transferred, furthermore the Lead Beneficiary must be informed about any changes concerning the bank account;
- h) complete its activities as described in the approved Application Form foreseen for each reporting period of the project implementation;
- i) have its expenditures incurred in the given reporting period verified by the designated controller and submit the Declaration on validation of expenditure issued by the controller to the Lead Beneficiary. (The reimbursement of expenditure of the Beneficiaries not covered by Declarations on validation of expenditure in the given reporting period can only be requested following the next reporting deadline. Preparation costs can be validated and requested only in the first reporting period.)
- j) comply with EU and national rules, including rules on public procurement, State aid, publicity, further rules on environmental protection and equal opportunities;
- k) report in accordance with the existing legislation and national/regional guidelines if the project activities contain elements of State aid;
- l) guarantee the systematic and safe collection of all the documentation regarding its part of project expenditure and its transmission to the Lead Beneficiary, as well as to guarantee the access to documents to all the representatives of the institutions in charge of verifications and to the bodies authorised to monitor or audit the Project;
- m) not sub-contract 100% of the activities from their part of the Project;
- n) be responsible for the sound financial management of the funding allocated to its project part, including the arrangements for recovering amounts unduly paid (EU funding, State contribution, if relevant, and other public contribution).

Article 7

Responsibilities of the Lead Beneficiary and of the other Beneficiaries

- 1) The Lead Beneficiary solely assumes responsibility for the entire Project towards the Managing Authority as defined in the Subsidy Contract.
- 2) Each Beneficiary is directly and exclusively responsible to the Lead Beneficiary for the due implementation of its respective project part and for the proper fulfilment of its obligations as set out in this Agreement and in the Application Form.

Should a Beneficiary not fulfil its obligations under this Agreement, the Lead Beneficiary shall warn the Beneficiary to fulfil them within a reasonable period of time. The Beneficiaries undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the Lead Beneficiary may decide to exclude/replace the Beneficiary concerned with approval of the other Beneficiaries. The Joint Secretariat shall be promptly informed of such a decision by the Lead Beneficiary and the change in the partnership has to be approved according to the provisions set out in the Project Implementation Handbook.

- 3) Each Beneficiary shall take the financial responsibility for the EU funding and, if relevant, the related State contribution it has received for its project part.
- 4) In case of irregularities the Lead Beneficiary bears the overall responsibility towards the Managing Authority for the repayment of the amounts unduly paid, with interested charged. If the irregularity is committed by another Beneficiary the concerned organisation shall repay to the Lead Beneficiary the amounts unduly paid. When amounts unduly paid to a Beneficiary cannot be recovered, due to negligence of the Lead Beneficiary, the Lead Beneficiary shall remain responsible for the repayment.

Article 8

Reporting obligations of the Beneficiaries

- 1) The Lead Beneficiary can only submit an Application for Reimbursement to the Joint Secretariat by providing proof of progress of the Project.

Therefore, in order to provide adequate information on the progress of the project, each Beneficiary has to submit a Beneficiary Report to the Lead Beneficiary consisting of an activity report describing the activities carried out, 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 Beneficiaries have to respect the reporting deadlines of the Subsidy Contract and have to submit their Beneficiary Report and Declaration on validation of expenditure to the Lead Beneficiary in due time, until *[to be defined by the partnership]*. The Lead Beneficiary shall not submit the Project Report unless they have collected the Declaration on validation of expenditures of each Beneficiary, or at least a document proving that a Beneficiary did not have any costs validated for the given reporting period (the document can be 'The rejection of late submitted documents', 'ZERO DOVE', 'Notification about the Beneficiary Report closure without declaration', or similar) issued by the designated Control Bodies.
- 3) The Beneficiary Reports should be drawn up in Euro. The Beneficiaries shall convert into Euro the amounts of expenditure in the list of invoices incurred in national currency before

submission for verification to the responsible Controller. The expenditures shall be converted as described in the Subsidy Contract.

- 4) The exchange rate risk is borne by the Beneficiary concerned.

Article 9

Audits

- 1) For audit purposes each Beneficiary shall:
 - a) retain all files, documents and data about the project at least until the timeframe stipulated in Article 140(1) of the CPR, either in original or as certified copies on commonly used data storage device safely and orderly;
 - b) enable the Managing Authority, Certifying Authority, Audit Authority and the responsible auditing bodies of the European Union and the auditing bodies of the Participating Country it is based to audit the proper use of funds;
 - c) provide these authorities with any information about the Project as requested;
 - d) provide them access to the accounting books and accounting documents and other documentation related to the Project at least until the timeframe stipulated in Article 140(1) of the CPR;
 - e) provide 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 within the timeframe stipulated in Article 140(1) of the CPR;
 - f) without any delay provide the Lead Beneficiary with any information needed in connection to such an audit.

Article 10

Information and publicity

- 1) Any publicity measure undertaken by any of the Beneficiaries shall be conducted in accordance with the rules on information and publicity laid down in the IPA Implementing Regulation and in the Guidelines for Implementing Information and Publicity Requirements for the Projects in the Interreg - IPA CBC Hungary - Serbia Programme.
- 2) Information and publicity measures shall be coordinated among the Beneficiaries. Each Beneficiary is equally responsible for promoting the fact that financing for the project is provided from EU funding and, if relevant, from State contribution within the framework of

the Interreg - IPA CBC Hungary - Serbia Programme and is responsible for ensuring the adequate promotion of the Project.

- 3) The Beneficiaries take note of the fact that the results of the Project as well as any study or analysis produced in the frame of the project can be made available to the public and they agree that the results of the Project shall be available for all Beneficiaries and for the public free of charge.
- 4) The Beneficiaries agree that the Lead Beneficiary may provide the Joint Secretariat / Managing Authority or other Programme management bodies to publish, in whatever form, unrestricted as far as data protection is concerned, and on or by whatever medium, with the following information:
 - a) title of the Project;
 - b) the name of the Lead Beneficiary and the other Beneficiaries;
 - c) the amount granted and the EU co-financing rate;
 - d) the purpose of the contribution (i.e. the overall objective of the Project);
 - e) the geographical location of the Project;
 - f) project results, evaluations, summaries;
 - g) any other information about the Project if considered relevant.

Article 11

Ownership – Use of Results

- 1) The Parties undertake to enforce the applicable law on intellectual property rights, regarding any outcome that might be produced during the implementation of the Project.
- 2) Unless formally stipulated otherwise by the Parties, ownership of the results of the Project, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested to the Beneficiaries.
- 3) Without prejudice to the previous paragraph, the Beneficiaries grant the Joint Secretariat and the Managing Authority the right to make free use of the results of the Project, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.
- 4) The Beneficiaries agree that owners of the investments are the following:
 - **[investment owner's name] is the owner of the [name of investment]**
 - **[investment owner's name] is the owner of the [name of investment]**
 - **[investment owner's name] is the owner of the [name of investment]**
- 5) The Beneficiaries agree that owners of the Project outputs/deliverables are the following:
 - **[output owner's name] is the owner of the [name of output/deliverable]**
 - **[output owner's name] is the owner of the [name of output/deliverable]**
 - **[output owner's name] is the owner of the [name of output/deliverable]**

- 6) The Lead Beneficiary and the other Beneficiaries commit themselves to establish and maintain an inventory of all fixed assets acquired, built or improved within the Project.
- 7) As to the sustainability of project results after the end of the implementation period, further as to the steps to be taken after project closure, the Beneficiaries agree on the following activities and designate the following rights and duties within the project partnership:
 - a) **[name of Lead Beneficiary, project result to be sustained, activities to be performed, location/tools/financial framework and source];**
 - b) **[name of Beneficiary n. 1 etc].**
- 8) In connection to the revenues generated after project closure, the Beneficiaries – taking into account the provisions of Article 61 of the CPR - agree on the following rules:
 - **[project part / activity generating revenue, planned amount per year, timeframe, Beneficiary collecting the revenue, method of sharing revenue (e.g. percentages) etc.]**
- 9) In case of purchase costs co-financed, the owners shall not substantially modify their respective project parts affecting its nature or its implementation conditions or giving to a firm or a public body an undue advantage; and resulting either in a change in the nature of ownership of an item of infrastructure or the cessation or relocation of a productive activity outside the Programme area at least within five years from the end date of the Project (final eligibility date of expenditures for the Project), except where State aid rules provide for a different period.

Article 12

Changes in the Partnership

- 1) The Parties are aware of the fact that all changes in the partnership need an approval of the Joint Monitoring Committee and that the Managing Authority is entitled to withdraw from the Subsidy Contract if the number of Beneficiaries falls below the required minimum number of Beneficiaries. The Beneficiaries agree not to back out of the Project unless they have unavoidable reasons to do so.
- 2) In case a Beneficiary withdraws from the Project or is excluded from it, the remaining Beneficiaries shall undertake to find a rapid and efficient solution to ensure proper project implementation without any delay.

Consequently, the Beneficiaries shall endeavour to cover the contribution of the withdrawing Beneficiary, either by assuming its tasks by one or more of the remaining Beneficiaries or in exceptional cases by involving a new Beneficiary in the partnership in line with the respective provisions.
- 3) The Lead Beneficiary informs the Joint Secretariat as soon as changes in the partnership are foreseeable. The changes in the partnership enter into force only after the approval by the relevant and authorized body of the Programme, as described in Project Implementation Handbook.
- 4) The provisions set for audits in Article 9 remain applicable to the Beneficiary that backed out of the project or was excluded from the project.

Article 13

Irregularities and the repayment of funds

- 1) Should the Managing Authority – based on the provisions of the Subsidy Contract– request the repayment of EU funding from the Lead Beneficiary, the latter shall call upon the Beneficiary that had caused the irregularity resulting in the repayment of the EU funding unduly paid according to the request of the Managing Authority.
- 2) The Beneficiary in question has to repay the requested EU funding together with the interests chargeable to the Lead Beneficiary.
- 3) The Beneficiary has to respect the deadline given by the Managing Authority to the Lead Beneficiary for the repayment of the EU funding. The Beneficiary has to transfer the requested amount together with the interests chargeable to the Lead Beneficiary *[to be defined by the partnership]* days before the deadline set for the Lead Beneficiary.

Article 14

Cooperation with third parties, assignment

- 1) In case of cooperation with third parties (e.g. concluding sub-contracts) the Beneficiary shall remain solely responsible towards the Lead Beneficiary concerning the compliance with its obligations as set out in this Agreement. Any contracts with third parties will have to be concluded in accordance with EU and national legislation. No Beneficiaries shall have the right to transfer its rights and obligations to third parties. The Lead Beneficiary shall be informed by the Beneficiary about the subject and party of any contract concluded with a third party.
- 2) In case of legal succession, e.g. when the Beneficiary changes its legal form, the Beneficiary is obliged to transfer all duties under this Agreement to the legal successor. The Beneficiary shall notify the Lead Beneficiary in written form within *[to be defined by the partnership]* days. The Lead Beneficiary shall notify the Joint Secretariat according to the provisions set out in the Subsidy Contract.

Article 15

Language

- 1) The working language of the partnership shall be *[language to be chosen by the Beneficiaries]*. Any official internal document of the Project shall be made available in English.
- 2) The present Agreement is concluded in English language. In case of translations of this Agreement into another language the English version shall prevail.

Article 16

Applicable law (liability and force majeure)

- 1) The present Agreement is governed by the *[law of the Lead Beneficiary's country]*, being the law of the country of the Lead Beneficiary. Each Beneficiary shall be liable to the other

Beneficiaries and shall indemnify for any damages or costs resulting from the non-compliance of its contractual duties as set forth in this Agreement.

- 2) No Party shall be held liable for not complying with the obligations ensuring from this Agreement should the non-compliance be caused by *force majeure*. In such a case, the Beneficiary involved must announce this immediately in writing to the other Beneficiaries.
- 3) The „force majeure“ represents any unpredictable and insurmountable event, occurred after the signing of the present Agreement and that prevents the total or the partial execution of the Agreement. There are considered cases of „force majeure“: wars, natural calamities, general strikes, insurrections, revolts, epidemics, earthquakes, floods and other similar events that cannot be attributed to any party of / bonded by the Agreement. The „force majeure“ exonerates the parties of the responsibility for not executing partially or totally the obligations stipulated in the Agreement during the period they appear and only if the events were properly notified. It is not considered to be „force majeure“ an event similar to those presented above, that, without creating an impossibility of execution, makes the execution of the obligations very difficult for one of the parties.

Article 17

Concluding provisions

- 1) Any amendments to this Agreement shall be in writing and shall be signed by all Parties.
- 2) In case of discrepancies between the Subsidy Contract and this Partnership Agreement, the Subsidy Contract shall prevail.
- 3) Any amendments to this Agreement shall be made in writing and shall be signed by all Beneficiaries. The Lead Beneficiary shall notify the Joint Secretariat of any amendment or supplement to the present Agreement.
- 4) Should any provision in the present Agreement be entirely or partly ineffective, all other provisions remain binding. The Beneficiaries undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective provision.
- 5) The Parties commit themselves to take appropriate measures in order to ensure that all staff members carrying out work within the Project respect the confidential nature of information regarded as such, and do not disseminate or pass it on to third parties or use it without prior written consent of the Lead Beneficiary and the other Beneficiaries concerned.
- 6) The Parties signing the Partnership Agreement duly consent to the fact that the Data Controller (Ministry of Foreign Affairs and Trade) and the Technical Data Processor (Széchenyi Programiroda Nonprofit Kft.) will manage all the personal data included in the Application and provided in the contracting or project implementation phase in line with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).
- 7) The Parties will make efforts to settle any disputes arising from this Agreement out of court. In case an agreement cannot be made in due time, the Parties herewith agree that [name and

address of the forum shall have competence to rule in all legal disputes arising from this Agreement.

- 8) Done in English in *[number of Beneficiaries signing the Partnership Agreement + 3]* originals of which each party keeps one original, while one original is annexed to each Subsidy Contract.
- 9) The Parties signing the Partnership Agreement have fully understood and accepted the contents of the Subsidy Contract and undertake the activities and responsibilities in the meaning as included therein.

Place, Date:	
Name of Lead Beneficiary:	
Name of legally authorised representative:	
Signature:	

Place, Date:	
Name of Beneficiary:	
Name of legally authorised representative:	
Signature:	

Place, Date:	
Name of Beneficiary:	
Name of legally authorised representative:	
Signature:	

* *Signature panels to be copied according to the number of Beneficiaries.*

Annexes to the Partnership Agreement:

Annex I of Subsidy Contract for EU Contribution: Chapter 7. Sources of Funding of the Application Form