



## PARTNERSHIP AGREEMENT

### CIUDAD

### Cooperation in Urban Development and Dialogue

“Promoting women’s and youth participation in local development processes”

ENPI/2009/203-515

The present Agreement governs relations between:

#### Hermel Union of Municipalities

Hermel el Serail – 2<sup>nd</sup> floor

North Bekaa – Lebanon

Project Coordinator of the project “Promoting women’s and youth participation in local development processes” and beneficiary in the grant agreement signed by the European Union represented by European Commission,

whose registered office is in:

Hermel el Serail – 2<sup>nd</sup> floor

North Bekaa – Lebanon

represented by Mr Moustapha Taha

hereinafter called “the Contractor”

AND

Provincia di Roma – Dipartimento III “Servizi per la Formazione, il Lavoro e la Promozione della Qualità della Vita” - Servizio 2. Monitoraggio, Controllo e Progetti

#### Europei

Project partner in “Promoting women’s and youth participation in local development processes”

whose registered office is in:

Via Raimondo Scintu, 106 - 00173 -- Roma (Italy)

represented by Mr. Fabrizio Lella

hereinafter “Partner Organisation”





THE PARTIES HEREBY AGREE AS FOLLOWS

**ARTICLE 1 –PURPOSE**

The parties are partners in the Project “Promoting women’s and youth participation in local development processes”, co-funded by the European Commission, within a Moroccan partner named: Union de l’Action Féminine from Tangier.

The purpose of the agreement is to establish the obligations of the parties with a view to carrying out the action entitled “Promoting women’s and youth participation in local development processes” (the action) with the support of a grant from the Community budget.

The Contractor and the Partner undertake to carry out the programme work which is the subject of the present Agreement, within the framework of contract N° ENPI/2009/203-515, signed between the Contractor and the European Commission, concerning the project entitled “Promoting women’s and youth participation in local development processes”.

The total cost of this project for the contractual period, covered by the agreement N° ENPI/2009/203-515, is estimated at **584’153,00 EURO**, as set out in Annex III of the **Grant Contract**.

The total eligible costs of the action for which the Commission grant is awarded are estimated at **447’286,00 EURO**

Indirect costs are eligible for flat-rate funding of **7.00%** of the total direct costs eligible.

The Commission shall contribute a maximum of **447’286,00 EURO equivalent to 76.57%** of the estimated eligible costs.

Under no circumstances may the financial aid provided result in a profit.

The present Agreement governs the relations between the parties and their respective rights and obligations with respect to their involvement in the project.

The subject of the present Agreement and the associated programme of work detailed in the Annexes of the Grant Contract N° ENPI/2009/203-515, which form an integral part of the Agreement and which each party declares to have read and approved.





## ARTICLE 2 - DURATION

The present Agreement comes into effect on the date when the last of the two parties signs. The action implementation period, as laid down in Annex I of the Grant Contract, is 30 months. (foreseen to be 36 months by addendum to the Contract N° ENPI/2009/203-515)

## ARTICLE 3 - OBLIGATIONS OF THE CONTRACTORS

The contractor undertakes to:

1. Make the necessary arrangements for the preparation, execution and smooth running of the programme of work which is the subject of the present Agreement, with a view to achieving the objectives of the project as described in the Contract signed between the European Commission and the Contractor.
2. Provide the Partner with copies of the official documents pertaining to the project, such as Contract between the Contractor and the European Commission and the various reports.
3. Inform the Partner of any change made in the Contract N° ENPI/2009/203-515.
4. Decide, together with the Partner, the rights and obligations of the parties, inclusive those related to intellectual property rights.
5. Comply with all the provisions of the Contract between the Contractor and the European Commission.

## ARTICLE 4 - OBLIGATIONS OF THE PARTNER

The Partner Organisation undertakes to:

1. Make the necessary arrangements for the preparation, execution and smooth running of the programme of work which is the subject of the present Agreement, with a view to achieving the objectives of the project as described in the Contract signed between the European Commission and the Contractor.
2. Assume the tasks established in the work planning, accepting the responsibility together with the Contractor in order to implement the activities of the project.
3. Comply with all the provisions of the general Contract between the Contractor and the European Commission.





4. Provide the Contractor with any information or documents it may require and which are necessary for the administration of the project.
5. Decide, together with the Contractor, the rights and obligations of the parties, inclusive those related to intellectual property rights.

#### ARTICLE 5 - FUNDING

The total cost of the action eligible for financing by the Contracting Authority is estimated at **584'153,00 EURO** as set out in Annex III of the Grant Contract.

The total cost of the action eligible for financing by the above mentioned Partner Organisation is estimated at **166.045,00 EURO** as shown in the estimated budget (Annex II of the Agreement).

The Commission shall contribute a maximum of **127.141,00 EURO**.

The contractor shall remit to the Partner Organisation the Commission grant based on criteria in *art. 7*.

#### ARTICLE 6 - CO-FINANCING

The Partner Organisation shall contribute to the action with **38.904,00 EURO**

#### ARTICLE 7 – PAYMENTS TO MOROCCAN PARTNER

The Hermel Union of Municipalities will transfer to the Province of Rome the total sum of the budget allocated to the Moroccan Partner (Union de l'Action Féminine) financed by the Commission and estimated at **58.627,00 EURO**

The Province of Rome will on its turn transfer this amount to the Union de l'Action Féminine according to the terms of the Grant contract.

The total amount managed by the Province of Rome will amount to **224.672 EURO** (127.141,00 EURO as financial contribution from the EC to the Province of Rome; 38.904,00 euro as contribution of the Province of Rome; 58.627,00 as financial contribution from the EC to the Moroccan Partner) as shown in the budget (Annex II of the Agreement).

Therefore the Hermel Union of Municipalities will transfer to the Province of Rome the total sum of **185.768,00 EURO**.





## ARTICLE 8 – PAYMENTS

The Commission of European Communities shall be made payments to the Contractor in compliance with article 4 of the Grant Contract.

The Contractor undertakes to make the payments pertaining the subject of this Agreement to the Partner as follows:

- an initial pre-financing instalment of 21,53% of the estimated total Grant of the Province of Rome and for the Moroccan partner shall be paid within 30 days following the date when the contract and its annexes (Annex 1: Grant Contract; Annex 2: Logical Framework; Annex 3: Budget breakdown per partners) are signed and initialled on each page by the Contractor and the Partner;

**40.000,00 EURO**

- an interim pre-financing instalment of 48,47% of the estimated total Grant of the Province of Rome and for the Moroccan partner shall be paid following the date on which the Contractor receives his payment of the further pre-financing instalment from the Commission, and within 30 days following the partner's request of payment, provided that the Partner has by this time fulfilled all the substantial responsibilities that will have arisen for him up to this point included financial and technical reporting. If the Partner cannot provide adequate supporting documents for project related expenditure or if the supporting documents available do not satisfy the Commission requirement the Contractor reserves the right to exclude the cost in question for total eligible expenditure of the Partner;

**90.041,75 EURO**

- a final payment representing the balance of the Grant of the Province of Rome and for the Moroccan partner shall be made to the Partner within 15 days following the date on which the Contractor receives his payment of the balance from the Commission;

**55.726,25 EURO**

It is agreed that only cost considered eligible by the Commission will be co-financed.

## ARTICLE 9 - BANK ACCOUNT

The Contractor undertakes to make the payments to the Bank Account specified by the Partner:

Name of the Bank: Unicredit Banca di Roma S.p.A.

Postcode/City/Country: Piazza SS Apostoli, 75 - 00187 Roma, Italy

Name of Account Holder: Amministrazione Provinciale di Roma

Account number: 401059955 - IBAN: IT13M0200805338000401059955





## ARTICLE 10 - DOCUMENTS AND REPORTS

The Partner shall provide the Contractor with all documents required (in English or whereas relevant in Italian), respecting the deadlines established in adherence to the work planning.

## ARTICLE 11 - MONITORING AND CONTROL

The Contractor undertakes to monitor and control the project, as well as to send the required documents to the European Commission.

Monitoring is an ongoing analysis of project progress towards achieving planned results with the purpose of improving management decision making. Internal monitoring of the project aims at keeping track of how the project is progressing in terms of implementation of activities, results and outputs and particularly to: Check progress, Take remedial action, Update plans. Internal monitoring will be focused on activities (expected/undertaken), results (expected/undertaken), outputs (expected/undertaken), beneficiaries (expected/involved). Monitoring tools will be:

1. Monitoring reports giving description of expected activities, deadlines, results/outputs. Partner are required to fill the monitoring grid in every three months in order to give a full description of the activities undertaken, of progress done as well as of the difficulties or problems encountered (refer to work plan);
2. Timesheets Partners' staffs are required to fill in monthly timesheets giving full description of working days and activities undertaken.

The Partner shall provide the Contractor with any required information related to the implementation of the work planning that is part of the Agreement in order to prepare final evaluation of the project. The Partner shall provide the Contractor with any document in order to prove that the work planning has been completed.

In the event of a financial audit and/or management audit by the competent authorities, the Partner shall cooperate with the Contractor providing the necessary information and documents.





#### ARTICLE 12 – VISIBILITY

Unless the Commission agrees or requests otherwise, any notice or publication by the beneficiary about the operation, including at a conference or seminar, must specify that the operation has received funding from the Commission. Any notice or publication by the beneficiary, in whatever form or by whatever medium, including the Internet, must specify that: *“This document has been produced with the financial assistance of the European Union. The contents of this document are the sole responsibility of <Beneficiary's name> and can under no circumstances be regarded as reflecting the position of the European Union”*.

#### ARTICLE 13 – OWNERSHIP/USE AND EQUIPMENT

The rules relating to intellectual property, publicity and confidentiality are specified in the Article 7 of the Grant Contract signed by the Contractor and the European Commission (Annex 2).

#### ARTICLE 14 - TERMINATION OF THE AGREEMENT

The Agreement may be terminated in the event that the Partner should fail to perform one of the obligations arising before, and independently from consequences provided for in applicable law, in that event, the Contractor may terminate or cancel this Agreement by right, without legal formalities, where notification of the Partner by registered letter does not result in performance within two months.

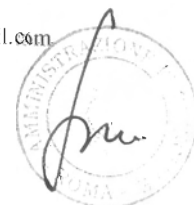
The Partner shall notify immediately the Contractor about any event which can harm the carrying out of this Agreement, providing all the necessary information.

#### ARTICLE 15 - AMENDMENTS AGREEMENT

Amendments to this Agreement may be made solely by means of an additional clause signed for each party by the signatories of the present Agreement. A verbal agreement shall not be binding on the parties.

#### ARTICLE 16 - GENERAL PROVISION

The terms set out in the Grant Contract (and its Annexes) between Hermel Union of Municipalities and the European Union, represented by the European Commission, will govern any other aspects of project implementation and relation among partners.





**Planning and Development Center**

This agreement replaces any earlier agreement between the Parties within the framework of the Project.

**ARTICLE 17 – ANNEXES**

The following Annexes are attached and form an integral part of this Agreement:

- Annex 1: Grant Contract
- Annex 2: Logical Framework
- Annex 3: Budget breakdown per partners

Done in English in two (2) copies.

<b>For the Contractor</b> <b>Hermel Union of Municipalities</b>	<b>For the Partner Organisation</b> <b>Provincia di Roma</b>
Mr. Moustapha Taha	Mr. Fabrizio Lella
Date and place: Rome (Italy) 10 <sup>th</sup> May 2011	Date and place: Rome, 10 <sup>th</sup> May 2011
Stamp and Signature: <i>moustapha taha</i> <i>mt</i>	Stamp and Signature: 

*mt*

