



## 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:

**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 number 1”

AND

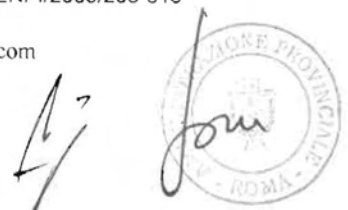
**Union de l’Action Féminine**

Project partner in “Promoting women’s and youth participation in local development processes”  
whose registered office is in:

Rue 44.N.17, Avenue Anfa - Souani-Tanger (Morocco)

represented by Ms. Touria Taj-Eddine

hereinafter “Partner Organisation number 2”





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 Lebanon promoter named: Hermel Union of Municipalities.

The purpose of the agreement is to establish the obligation of the Partner number 1 to transfer to the Partner number 2 the amount financed by the Commission in order to carry 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, as established in a specific agreement between the Promoter and the Partner number 2.

The Parties 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 Promoter, Hermel Union of Municipalities, 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 the **Grant Contract signed by the Promoter and the Commission**.

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.

**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 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 PARTNERS

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

### ARTICLE 4 - 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 the Grant Contract.

The total cost of the action eligible for financing by the above mentioned Partner number 2 is estimated at **76.567,00 EURO** as shown in the estimated budget (Annex I of this Agreement).

The Commission shall contribute a maximum of **58.627,00 EURO**.

The Partner number 1 shall remit to the Partner number 2 the Commission grant based on criteria in *art. 6*.

### ARTICLE 5 - CO-FINANCING

The Partner number 2 shall contribute to the action with **17.940,00 EURO**





## ARTICLE 6 – 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 Partner number 1 undertakes to make the payments pertaining the subject of this Agreement to the Partner number 2 as follows:

- an initial pre-financing instalment of 30,00% of the estimated total Grant for the partner number 2 shall be paid within 30 days following the date when the promoter will transfer to the Partner number 1 the first payment:  
**17.588,10 EURO**
- an interim pre-financing instalment of 40,00% of the estimated total Grant for the partner number 2 shall be paid within 30 days following the date when the promoter will transfer to the Partner number 1 the interim payment:  
**23.450,80 EURO**
- a final payment representing the balance of the Grant of the Partner shall be made to the Partner number 2 within 30 days following the date when the promoter will transfer to the Partner number 1 the balance received from the Commission, until a maximum of:  
**17.588,10 EURO**

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

In case of negative balance, the Province of Rome does not have any responsibilities for collecting this negative balance of Partner number 2, this is responsibility of the Promoter

## ARTICLE 7 - BANK ACCOUNT

The Partner number 1 undertakes to make the payments to the Bank Account specified by the Partner number 2:

Name of the Bank: Société Générale Marocaine de Banques  
Agence: TANGER IBN TOURMET  
Postcode/City/Country: Angle Rue de Fes et Ibn Tourmet – Tanger (Morocco)  
Name of Account Holder: Union de l'Action Féminine  
Account number: 02264000010400090762-38-32  
SWIFT CODE: SGMBMAMC



**ARTICLE 8 - TERMINATION OF THE AGREEMENT**

The Agreement may be terminated in the event that the Partners should fail to perform one of the obligations arising before.

**ARTICLE 9 - 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 10 - 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.

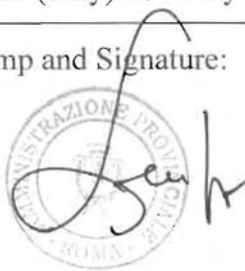
This agreement replaces any earlier agreement between the Parties within the framework of the Project.

**ARTICLE 11 – ANNEXES**

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

Annex 1: Budget breakdown per partners

Done in English in two (2) copies.

|   |   |
|---|---|
| <b>For the Partner number 1</b><br><b>Provincia di Roma</b>   | <b>For the Partner number 2</b><br><b>Union de l'Action Féminine</b>  |
| Mr. Fabrizio Lella  | Ms. Touria Taj-Eddine   |
| Date and place:<br>Rome (Italy) 10 <sup>th</sup> May 2011   | Date and place:<br>Rome (Italy) 10 <sup>th</sup> May 2011   |
| Stamp and Signature:<br> | Stamp and Signature:<br> |