Tool 28: Checklist of minimum [requirements for a project partnership agreement](#Tool26_27)

At the beginning of a cross-border collaboration project, it is important to agree on duties and responsibilities before, during and after the collaboration. These should be stated in a project partnership agreement. In any case, a partnership agreement that fulfils at least minimum requirements needs to be developed and signed by all project partners to foster mutual agreement about the project process.

The following checklist provides guidance on the content to be covered when drafting a project partnership agreement.

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| --- | --- | --- |
| Topic | Content | Comments |
| Definitions of project partners | * **Lead partner** (LP): the project partner who takes overall responsibility
* **Project partner** (PP): any institution participating in the project financially and contributing to its implementation
 |  |
| Subject and duration of the agreement  | * Arrangements governing the relations between the LP and all PPs in order to ensure sound implementation of the project
 |  |
| Budgetary allocation | * The overall **budgetary allocation,** based on a subsidy contract, partners’ shares, arrangements for ‘shared costs’
 |  |
| Project steering committee  | * Depending on the complexity of the project, a **decision-making body**, composed of representatives of the LP and all PPs, might be necessary
 |  |
| Financial management, verification of expenditures and liabilities | * Each PP is responsible to the LP for guaranteeing the sound financial management of its budget
* **Procedures and deadlines for payments** to PPs, accounts to be used, generated revenues or spending plan
* **Consequences/penalties** in the case of failures to deliver and irregularities
* **Recovery obligations and procedures**, i.e. procedures for reporting irregularities, procedures for withdrawal and recovery of unduly paid amounts, deadlines for repaying funds
 |  |
| Internal and external communication | * Agreement on internal and external **communication flows,**

e.g. LP is responsible for external communication (ensures that the project achievements are communicated to the relevant stakeholders), PP prepares and presents deliveries and achievements as requested; both communicate within their networks |  |
| Cooperation with third parties and outsourcing | * In the event of **outsourcing**, the PPs will remain solely responsible towards the LP
 |  |
| Working language | * The **working language** of the partnership needs to be agreed on
* Unless there is a common language, different languages should be treated equally
 |  |
| Other topics depending on individual circumstances  | * In the case of **external project funding** through national or European authorities, other/additional requirements might apply
 |  |

Source: GOE FP based on [1]

Reference

[1] Programme IDT. Partnership Agreement. 2017 Available from: https://www.google.at/url?sa=t&rct=j&q=&esrc=s&source=web&cd=2&cad=rja&uact=8&ved=0ahUKEwiRoL2W9-LWAhVhLsAKHfnYCUsQFggtMAE&url=http%3A%2F%2Fwww.interreg-danube.eu%2Fuploads%2Fmedia%2Fdefault%2F0001%2F01%2F5e06ca5f642f37cbfcfb547c23c73df1fc31b031.docx&usg=AOvVaw0MpisluyhAqPdXd9P4DFXo, accessed 13.09.2017.

[1] INTERact. Project management handbook. n.d.

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