**IADSAII Italian – Albanian Debt for Development SWAP Agreement**

**Call for Proposals Ref. No. IADSA II/2019/01**

**Partnership Agreement**

**Article 1: Project Objectives**

The Project \_\_\_\_\_\_\_\_\_\_\_\_\_\_, shall contribute to the objectives set out in the Grant Application Form and its annexes submitted to IADSA II under the present Call for Poposals in the event that the Project will be approved by the IADSA Management Committee (hereinafter “IADSA MC”).

**Article 2: Purpose of this Partnership Agreement**

This Partnership Agreement will remain valid only in relation to the Project as referred to in Article 1 above in the event that will be approved for financing by the IADSA MC.

By the present Partnership Agreement, the Applicant (hereinafter defined as “Executing Entity”) and its project partner(s) (hereinafter defined as “Project Partner/s”) shall define the rules of procedure for the project activities to be carried out and the relations that shall govern them within the Partnership set up in order to successfully complete the above-mentioned project.

**Article 3: Duration of the Agreement**

The Partnership Agreement shall take effect on the date on which the Project and Financing Contract signed by the Executing Entity and the IADSA MC will enter into force. It shall remain in force until the Executing Entity has discharged in full his obligations toward the IADSA MC.

**Article 4: Executing Entity**

4.1 The Executing Entity is responsible for the overall coordination, management and implementation of the project. The Executing Entity shall manage the funds granted by IADSA II in accordance with the Project and Financing Contract signed with the IADSA MC and annexed IADSA II Guidelines for Project Implementation (GPI). The Executing Entity assumes sole responsibility for the entire project vis-à-vis the IADSA MC.

4.2 The Executing Entity will ensure timely commencement of the project and implementation of the entire project within the time schedule in compliance with all obligations to the IADSA MC. The Executing Entity shall notify the IADSA MC of any factors that may adversely affect implementation of the project activities and/or approved financial plan.

4.3 The Executing Entity is responsible for the management of the funds transferred by IADSA MC, in particular their timely onward transfer to the project partner(s); review of the appropriate spending of the funds by the project partner(s); and of all required documents and records for the intermediate and final reports to the IADSA Technical Support Unit (hereinafter defined as “IADSA TSU”) and the project audit with assistance of the project partner(s).

4.4 The Executing Entity is responsible for the preparation and submission of periodic progress reports, interim reports, final reports, follow-up budget documentation, financial declarations, requests for transfer, financial reports and applications for budget variations; and

4.5 Any other tasks agreed with the project partner(s).

**Article 5: Project Partner(s)**

5.1 Project partner(s) is the organization(s) that is responsible carrying out specific project activities as per the attached work plan.

5.2 More specifically, the project partner(s) will be responsible for:

1. Providing all information and data to the Executing Entity that are required by the latter to coordinate and monitor the implementation of the project and for reporting purposes;
2. Notifying the Executing Entity of any factors that may adversely affect implementation of the project in accordance with the work plan.
3. Project partners(s) agree to take all necessary steps enabling the Executing Entity to comply with its responsibilities as set out in the Project and Financing Contract.

**Article 6: Specific Activities**

6.1 The main tasks of the Partner(s) are summarized as follows:

*[detailed for each of the partner if more than one, title or number of each activities as in the budget in annex]*

6.2 The work plan setting out detailed description of key tasks, targets, timescales and the budget for each of the activities undertaken by the Partner(s) shall be appended to the present Partnership Agreement.

**Article 7: Co-operation with Third Parties**

7.1 In case of cooperation with third parties, including subcontractors, the concerned Project Partner shall remain solely responsible to the Executing Entity concerning compliance with its obligations as set out in this Partnership Agreement. The Executing Entity shall be informed by the Partner about the subject and party of any contract concluded with a third party.

7.2 No project partner shall have the right to transfer its rights and obligations under this Partnership Agreement without the prior consent of the Executing Entity.

7.3 Unless already specified in the Project Proposal submitted for being financed by IADSA II, any modality of co-operation with third parties including subcontractors shall be undertaken in accordance with procedures set out in the IADSA II Guidelines for Project Implementation (GPI).

**Article 8: Monitoring, Evaluation and Reporting**

8.1 The Executing Entity has overall responsibility for monitoring the actions undertaken by the Partner(s) on an on-going basis.

8.2 As a minimum, however, each Partner is responsible for submitting progress reports to the Executing Entity and a final report shortly after the project comes to an end. These reports should provide details of the activities undertaken as part of the project, the progress/outcomes achieved against targets, expenditures incurred, an explanation for any variances against the work plan’s targets for physical outputs and budget, and proposed corrective actions, and any other information deemed relevant.

8.3 Each Partner is obliged to supply the Executing Entity with all information including the documents listed under paragraph 16.6 of the IADSA II GPI either in original or as certified copies as the latter deems necessary for the preparation of reports of any kind to the IADSA TSU or the IADSA MC transfer requests and other specific documentation, as are requested by the IADSA TSU or the IADSA MC.

**Article 9: Financial Control and Audits**

9.1 For audit purposes, the Executing Entity shall:

1. Retain all files, documents and data concerning the project at least for 5 years following the completion of the Project either in original or as certified copies,
2. Make all the necessary arrangements to ensure that any audits, notified by the duly authorized authorities, can be carried out,
3. Give the auditing authorities any information about project they request and give them access to the accounting books, supporting documents and other documentation related to the project.

9.2 The information concerning the reality and validity of actions and expenses eligible for IADSA II funding provided by the project partner shall engage only its own responsibility.

**Article 10: Withdrawals and Disputes**

10.1 The Executing Entity and the partner(s) agree not withdraw from the project unless there are unavoidable reasons for it. If this were nonetheless to happen the Executing Entity and the partner(s) shall endeavour to cover the contribution of the withdrawing partner, either by assuming their tasks.

10.2 In case of any disputes among themselves, the Executing Entity and the partner(s) are obliged to work towards an amicable settlement. Disputes will be referred to the IADSA TSU according to sub-article 10.4 below. If efforts to achieve an amicable settlement should fail, the Executing Entity and its partner(s) are obliged to seek an out-of-court arbitration procedure.

10.3 Each and legal disputes that may result from or in connection with this present Partnership Agreement, including such over the validity of this present Partnership Agreement itself and this arbitration clause, will be finally decided in accordance with the jurisdiction of the Albanian Executing Entity.

10.4 In all the above cases described under the present Article, the Executing Entity shall immediately inform in written the TSU for any action the IADSA MC will consider appropriate to undertake according to Article 15. and 16. of the Project and Financing Contract.

**Article 11: Non-execution of obligations and reimbursement**

In the event of total or partial incompletion of the obligations of partner(s) or in the event of material errors in the effective execution of project activities, each cosignatory member of the present Partnership Agreement undertakes to reimburse the Executing Entity any funds that have been unduly received, within the month following notification.

**Article 12: Working Language**

The working language of this Partnership Agreement shall be English. In case of the translation of this document into another language the English version shall be the binding one.

**Article 13: Legislation and Force Majeure**

13.1 This Partnership Agreement is governed by Albanian Law, being the law of the country of the Executing Entity.

13.2 No party shall be held liable for not complying with obligations ensuing from this Partnership Agreement should the non-compliance be caused by force majeure.

**Article 14: Final Provisions**

14.1 The partner/s can not request any compensation for the assistance provided during the preparation of the full Project Proposal and any expenses incurred.

14.2 The present Partnership Agreement can only be changed by means of a written amendment that must be signed by all the undersigned parties that will enter into force upon the approval of the IADSA MC.

Written in English in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ original copies, on \_\_\_\_\_\_\_\_\_\_\_

Name of the Applicant Municipality \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name of the Mayor 1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (in wet-ink original) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stamp (in wet-ink original)

Name of Partner(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name and title of legal representative [[1]](#footnote-1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (in wet-ink original) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stamp (in wet-ink original)

**Annexes which will form integral parts of this Partnership Agreement:**

1. Grant Application Form
2. Project Action Plan
3. Project Budget
4. Partnership Statement
5. Project and Financing Contract between Executing Entity and IADSA MC
6. IADSA II Guidelines for Project Implementation (GPI)
1. ***If signed by any other person duly authorized by the Legal Representative the power of attorney must be included in original or true copy*** [↑](#footnote-ref-1)