

**PARTNERSHIP AGREEMENT
FOR IMPLEMENTATION OF THE PROJECT
CO-FINANCED BY THE EUROPEAN COMMISSION**

JOVENS CONTRA A VIOLÊNCIA DE GÊNERO

(DCI-NSAED/2012/304-689)

between

the **Città di Torino – Servizio Cooperazione Internazionale e Pace**, headquarters in Torino (Italy) – Via Corte d'Appello, 16, C.F. 00514490010, represented by the Director Mr. Maurizio Baradello, hereinafter referred to as lead partner

and

Municipiul Baia Mare, cu sediul în Baia Mare, str. Gh. Șincai, nr. 37, cod fiscal 3627692, reprezentat legal de domnul Cătălin Cherecheș, având funcția de Primar, prin Serviciul Public Asistență Socială cu sediul administrativ în Baia Mare, str. Dacia nr. 1, cod fiscal 14728457, reprezentat legal prin domnul Gavra Bogdănel Viorel, având funcția de Director General și doamna Lia Gherman, având funcția de Director General Adjunct.

Definition

Lead partner:

Città di Torino, beneficiary of the European Commission funding

Donor:

European Commission – DG EuropeAid

Partner of the project:

- Câmara Municipal da Praia (Cape Verde)
- Città di Collegno (Italy)
- Comune di Genova (Italy)
- Conselho Municipal de Maputo (Mozambique)
- Municipiul Baia Mare (Romania)
- Municipiul București– Directia Generala de Asistenta Sociala (Romania)
- Prefeitura Municipal de Fortaleza (Brazil)
- Prefeitura Municipal de Várzea Paulista (Brazil)
- FAMSÍ – Fondo Andaluz de Municipios para la Solidaridad Internacional (Spain)
- Xunta de Galicia (Spain)
- Asociatia Caritas Bucuresti (Romania)
- ISCOS Piemonte Ong (Italy)
- PRODES Ong (Mozambique)

Project:

project *Jovens contra a violência de gênero*, approved and co-financed by the European Commission – DG EuropeAid

Sum of the initiative

General objective:

Improvement of the knowledge and competences of groups of young people that belong to youth centres, high schools, youth groups active on the territory, on topics referring to the defence of human rights and development.

Specific objectives:

- Raising awareness among young people from high schools and informal youth groups, through the “peer education” method on: positive maleness; fighting violence against women; fighting discrimination against LGBT population.
- Development of three public opinion awareness campaigns on the same issues, by activities of shared co-planning between partners and young people.

Total budget of the project:

1.021.743,00 euros, as which 764.898,00 euros as co-financing by the European Commission

Duration of the project:

36 months starting from the March 1st, 2013

1. Purpose of the agreement

This agreement has the purpose to:

- define the partnership organization for the project phases implementation;
- define duties and responsibilities of the parties engaged in the project implementation.

2. Duration of the agreement

This agreement shall be valid from the date of its signature by all the parties and shall expire only after all rights and obligations arising thereof have ceased.

3. Responsibilities of the parties

- a. The Lead partner is responsible for the ordinary management of the actions. Each partner is directly and exclusively responsible toward the Lead partner for the implementation of its share of action and for the complete fulfilment of obligation and duties established by this agreement and its annexes.
- b. Each partner is responsible for the activities of its competence and for all the operations related to them until all the obligations have been fulfilled. The partner, in relation to its activities, is obliged to give due visibility to the co-financing of the European Commission¹.
- c. Every possible breach or omission by the parties will compromise the impossibility of delivery of the financial report to the Administration of reference and will prevent the obtainment of the expenses' repayment. Every unjustified breach by the partner in the field of the activities of their own competence will cause problems to the general structure of the initiative, therefore reimbursement measures will be taken and they will weight on the finance resources appointed to the defaulting partner.
- d. The partner engages itself in:
 - guaranteeing a constant feedback on the implementation of the activities of the project;
 - supporting the Lead partner and the other partners in the implementation of all the activities of the project;
 - extending and sharing the activities with other institutions and organizations active in fields related to the project
 - appointing a responsible in their own organization in charge of assuring the implementation of the project activities. The responsible will consult the project coordinator on the development of the foreseen activities.
- e. Each partner has to implement the project activities following their descriptions, as approved by the European Commission, and the financial and administrative guidelines elaborated by the project coordinator, as well as other working documents spread by the project coordinator during its implementation.

¹ See the *Communication and Visibility Manual for EU External Actions* on the website:
http://ec.europa.eu/europeaid/work/visibility/documents/communication_and_visibility_manual_en.pdf

- f. The results of the partnership activities (products, tools, methodology, etc.) could be suitably spread, by public, national and international domain, in line with the project purposes.
- g. For the management and implementation of the foreseen project activities, the partnership will be organized following a specific model of management, conceived in participatory terms at local, national, transnational level, and articulated in the Steering Committee (CdP), Operational Team (EO) and Specifics Teams (EE), whose functions and composition are defined in the project.

4. Financial management

- a. The financial contributions will be administrated following the present regulation on the implementation of activities financed by the DG EuropeAid of the European Commission, in particular for what the book-keeping and the certification of the expenses concern. Specifically:
 - *General condition applicable to the European Community-financed contracts for external actions*²;
 - *Special Conditions* (see *Grant Contract*);
 - *European Commission Contract-award procedure* (see *Annex IV* of *Grant Contract*).
- b. During the first phase of the project, the project coordinator will give the partner the indications and the necessary models for a correct financial report and for the expenses certification. The transfer, by the Lead partner to the partners, of the financial assignment that follow the first one, will be realized after the presentation of the previous assignment financial report by the partners which will be analysed and approved if in conformity with the agreed budget.
- c. The Lead partner will transfer the project financial resources in Euro and through bank transfer on a bank account specifically designated to receive the projects funds.
- d. After the bilateral agreements have been signed, the Lead partner will engage itself to transfer to the partner a first financial assignment equal to the 50% of the CE financial resources foreseen for the first year. A second advance, as balance of the annuity, 50%, will be transferred after reporting 80% of the previous advance. The same financial management will be applied to the others years of project.
- e. The funding allocated to each partner is divided into cost items, according to the financial plan of the project. The cost items represent the maximum level of expense that can't be exceeded, except in compliance with the regulations concerning spending reversals and, anyway, after presentation of a reasoned request to the Lead partner, who will send the request to the contract, if necessary.
- f. Each party is responsible for its own share of budget and engages itself to provide its share of co-financing. This co-financing has to be documented by costs connected with the project.

5. Report and documentation

- a. Each partner will participate to the administrative activities connected with the management of their budget and it will submit to the Lead partner the necessary documentation for the book-keeping and for the general financial report of the project, related to the expenses made.
- b. The coordinator and the partners will draft financial and narrative reports in order to guarantee the full compliance with the regulation and the deadlines established by the EC.
- c. The partners will have to submit a financial report corresponding to the total value of their budget (UE share and partner share), including the correspondent supporting documents.
- d. The financial report will has to be submitted respecting the guidelines models and indications.
- e. Each partner has to certify every expense carried out for the project, keeping all the book-keeping documentation that refers to the expenses and being ready to show it to the Lead partner – for the annual financial report due to the European Commission – and to the Auditing agency.
- f. Each partner engages itself in keeping the project related documents at least for seven years after the payment of the balance by the European Commission.

² Cf. http://ec.europa.eu/europeaid/work/procedures/implementation/practical_guide/previous_versions/january_2012/index_en.htm

6. Variations

Any variation could be brought to this agreement through a formal act depending on the parties' implementation needs. These variations could not, in any case, change the main articulation of the activities, the objectives of the project and the expected results, except for the exceptions foreseen by the EC regulation.

7. Intellectual rights

- a. In compliance with the article 7 of the *General Conditions* the Lead partner is in charge of the intellectual rights of all the results of the action (studies, documents, publications, researches, coordinated images, contents, artistic and graphic design of the products, etc.).
- b. The Lead partner can draw up with a partner a special convention which can dispose otherwise the above mentioned rights. The Lead partner, the partners and the European Commission have the right to freely use the information contained in these studies or products, as well as publishing or communicating them to third parties.

8. Arbitration

Any dispute relative to the present agreement shall be resolved friendly. Whether there will not be an agreement between the parties, the arbitration will be held in Torino.

9. List of Annexes:

1. *Complete project approved by the European Commission*
2. *General Budget of the project*
3. *Summary of the project in English*
4. *Specific partner's budget*

The parties sign this Agreement in two copies of the same value and form.

For Città di Torino:

Il Dirigente del Servizio
Cooperazione Internazionale e Pace

Mr. Maurizio Baradello

For [NAME_PARTNER]:

[LEGAL_REPRESENTATIVE]

[NAME_SURNAME]