

ARTICLE 1
PARTNERSHIP AGREEMENT

By the present Partnership Agreement, the contracting parties agree to cooperate towards the smooth and according to the specifications given implementation of above-mentioned Project. More specifically, for the implementation of the Project and for the purposes of the present document, the contracting parties will carry out the following actions which define the Project's subject.

NOTE: Specific actions are mentioned: Actions which constitute the Project's approved subject, in a detailed, clear and specific way, without vagueness and generalities.

ARTICLE 2
CONTRACTING PARTIES' OBLIGATIONS

The contracting parties undertake the obligation to cooperate with each other towards the smooth and effective implementation of the proposed Project as well as the assurance of the compliance with the specifications given in relation to the project's scope, the financial scope and the Project's implementation procedures, according to the above-mentioned article 1 of the present document. More specifically:

2.1. The Project Promoter undertakes the following obligations:

[.....]

2.2. ".....Project Partner 1" undertakes the following obligations:

[.....]

2.3. "..... Project Partner 2" undertakes the following obligations:

[.....]

NOTE: At this point, the specific obligations which are undertaken by each of the contracting parties for the Project's implementation have to be analytically described, in a way that clearly defines the approved subject of the activities each contracting party is responsible of implementing, for the application of the procedures set in the management and control system to be made possible.

2.4 Approved analytical implementation time schedule for the whole Project per contracting party can be found at the Proposal's Technical Fiche (i.e. submitted proposal)

ARTICLE 3
DURATION – EXPENDITURE ELIGIBILITY

3.1. This Partnership Agreement's duration starts from the signing date and ends on the mentioned in the Application for Financing eligibility closing date, i.e. the 30th of April 2016 or any other date is going

to be determined by the Programme Operator.

- 3.2.** Expenditure eligibility starts on the date of issuance of the co-financing decision by the Programme Operator and ends on April the 30th of 2016, date of closure and operational completion of the Project, or any other date specified by the Programme Operator, according to the Letter of Co-Financing Intent.
- 3.3.** Contracting parties recognize and declare definitely that any preparatory activities up till now are considered as activities that took place within the implementation Framework of this agreement.
- 3.4.** Expenditure eligibility in the case of partners is subject to the same limitations as in the case of the Project Promoter.

ARTICLE 4

BUDGET AND FINANCING ALLOCATION

- 4.1.** The Project's total budget comes up to euros of which a percentage of 85 % of the total and final eligible expenditure of the Project and up to the amount of euros shall be paid by funds of FM EEA, whilst the rest percentage 15 % of the total and final eligible expenditure of the Project and up to the amount of Euros shall be paid by funds of the Public Investments Programme.
- 4.2.** The Budget per contracting party for covering their obligations mentioned in Article 2 of this agreement is defined as follows:
A table which will mention the budget distribution among the partners should be included, according to the following template:

<i>Activity</i>	<i>Budget</i>	<i>Project Promoter and/or Project Partner</i>

ARTICLE 5

FINANCING METHODOLOGY PLAN

- 5.1.** The payment of the amount corresponding to the financing of the eligible expenditure of the proposed Project shall be done according to the approved Implementation Plan of the Project, the Intermediary Project Reports and the Project Completion Report.

- 5.2.** The amounts deriving from National Participation for the Project Promoter are paid to the Project Partners after the submission of the according to the expenditure made for the part of the Project that they have undertaken. The payment is effectuated to the Partners account after their request which has been approved by the Programme Operator.
- 5.3.** The advanced payment for the Project (up to 50 % of the total budget) will be allocated to the partners with respect to the project needs, as these are described in the approved time schedules of the Project's implementation plan and according to the Program Operator financing ability.
- 5.4.** The intermediate payment from the Programme Operator may be effectuated only in case the financial control of the expenditure submitted from the Project Promoter and the project partners is concluded. The amount corresponding to the intermediate payment is estimated from the percentage of advance payment absorption (referring only to verified administratively expenditure). The credit of the Project Promoter and the project partners accounts will be done according to the advance payment absorption from each one of them.
- 5.5.** The repayment amount of 10 % from the Programme Operator will be allocated upon the verified and already paid expenditure, which has been verified administratively. If the total amount of the administrative verified expenditure is less than the financing received the Project Promoter and the project partners are obliged to return the difference according to the existing national legislation under the Programme Operator instructions.
- 5.6.** Any excess in the proposed Project's total budget's cost will be charging the participants of the Project's implementation scheme.

ARTICLE 6

JOINT AGREEMENT MONITORING COMMITTEE

- 6.1.** For the monitoring of the present partnership agreement's terms execution as well as the coordination of the required activities for the implementation of the proposed Project, an instrument is constituted, by the name of "Joint Monitoring Committee", headquartered in

Joint Monitoring Committee consists of¹:

- One (1) representative of the Project Promoter, who is designated as the President of the Committee along with his/her deputy,
- One (1) representative of the Partner _____ along with his/her deputy,

¹ It is configured according to the contracting parties' judgment. It is advisable in any case that each contracting party designates one representative in the Joint Monitoring Committee.

- etc

Within 15 days from the signing of the present agreement, the contracting parties designate the members of the Joint Monitoring Committee by a decision of their responsible instruments.

6.2. The task of the Joint Monitoring Committee is to monitor the compliance with the terms described on the present partnership agreement, to coordinate and provide back-up help for the implementation of the scope of the present partnership agreement as well as to resolve any dispute between the contracting parties deriving from the interpretation of the present partnership agreement's terms and way they are applied.

6.3. The Joint Monitoring Committee is assembled by order of its President. The issues on the agenda appear on the invitation, whilst the members are notified in writing. Issues that even one of the members has requested in writing to discuss are obligatorily on the agenda and imported for discussion. Secretarial duties are executed by a member of the Joint Monitoring Committee who will be elected on its first meeting.

The Joint Monitoring Committee meets validly when all its members are present. Its decisions must be justified, and are taken by the majority of the present members and bind all the contracting parties. The Joint Monitoring Committee's meetings minutes are communicated to all the members after they are signed.

6.4. The Joint Monitoring Committee issues its decisions in writing and justifiably for any amendments of the terms of the present partnership agreement to the Programme Operator and suggests to the Project Promoter the submission of an amendment request for the Project according to the terms described on article 9 paragraph 3 of the Ministerial Decision on the Administration System. Any requests posed by the Project Promoter requesting the amendment of the Project are subjected for approval by the Programme Operator and the National Focal Point and possibly required for the operation of the Joint Committee will be defined by its decisions.

ARTICLE 7

BREACH OF CONTRACT BEHAVIOUR - CONSEQUENCES

7.1. Breach of any terms of this partnership agreement, terms which are all considered essential, or breach of law provisions and good faith by any of the contracting parties gives the right to the other party to make a complaint on the agreement and to claim every positive or consequential damage.

7.2. In the case of justified inability or wrongful delay or inappropriate implementation of the obligations bearing any contracting partner, the latter may be replaced by a justified decision of the Joint Monitoring Committee. The decision is communicated to the Programme Operator which notifies the National Focal Point and the latter, in turn sets it up for approval by the Committee. In case the replacement is not approved by the Programme Operator there is the possibility of cutting the financing of the Project, and/or the exclusion of the project from the Programme.

ARTICLE 8 DISPUTE RESOLUTION

Any dispute amongst the contracting parties concerning the execution and interpretation of this partnership agreement's terms and which cannot be resolved by the Joint Monitoring Committee or the Programme Operator can be resolved by the responsible Magistrates of²

ARTICLE 9 SPECIAL TERMS

The contracting parties definitely declare that they have been made aware of and fully accept the special terms for the financing of the Financial Mechanism EEA 2009-2014.

More specifically, the contracting parties definitely declare and recognize the following:

- 1.** The Project Promoter is obliged to:
 - 1.1.** Undertake all the necessary activities for the right maintenance and condition of the proposed Project so as it satisfies the proposed outcome,
 - 1.2.** To maintain, repair, inspect and replace every asset that is a part of the proposed Project, whenever that is demanded by sufficiently organized and qualified human resources in order for them to be retained in a good operational condition and the maximum possible gain to be reassured for the duration of the Co-financing granting agreement,
 - 1.3.** To fully insure all the property assets that are a part of the Project according to what is stated in the Application for financing.
- 2.** The Formation and the application of the company scheme between the Project Promoter and the Partners must comply with the national and European legislation on public contracts as well as the article 7.16 of the EEA Regulation and in particular:
 - 2.1.** Not allow the participation of the contracting parties to any tender process that is held by another partner,

² To be filled out at the contracting parties' will. The Magistrates of the area that the Project Promoter is headquartered could possibly be appointed as responsible or the Magistrates of the area where the Project is implemented or of the area where the contract was signed.

- 2.2. Use the property assets of the Project only for the purposes provided by financing granting Decision. All movable property assets of the Project must carry adequate characteristics.
3. All property assets that are part of the proposed Project will remain at the property of the Project Promoter or the partners and will be used for the benefit of the Project during the whole period of its implementation and for 10 years after its completion.
4. The project promoter is required to fully ensure that:

The final text of publications (after scientific assessment) and research data will be submitted by all participants of the act in repositories, or will be published in other Open Access infrastructure (e.g. O.A. Journals that support open licensing type CC -BY), resulting in part or in full by the present financing. The bibliographic metadata, which support the publication, will be openly accessible and their structure and format will follow national and international standards (eg HEALLINK, OpenAIRE).

The aforementioned agreement must be composed in english and greek if one of the Partners is foreigner. In case of disagreement between the greek and english text the greek text shall prevail.

ARTICLE 10
FINAL PROVISIONS

Any amendment or extension of this partnership agreement shall be only written and with the other Parties' prior formal approval.

Not exercising rights or failure to fulfill obligations by any contracting party or tolerance of opposite situations to this partnership agreement, as well as a delay in taking measures provided by this agreement by any contracting party, cannot be considered as parties' abdication from their rights or exemption from their obligations or recognition of rights to the contracting parties that are not recognized by this partnership agreement.

These were agreed, covenanted and accepted by all the contracting parties, in proof of which this partnership agreement was hereby composed and is signed in prototypes, one of each was received by each party.

THE CONTRACTING PARTIES

.....,/...../20...

(SIGNATURE, LEGAL REPRESENTATIVE'S FULL NAME & PROJECT PROMOTER'S STAMP)

.....
(SIGNATURE, LEGAL REPRESENTATIVE'S FULL NAME & 1ST PARTNER'S STAMP)

.....
(SIGNATURE, LEGAL REPRESENTATIVE'S FULL NAME & 2ND PARTNER'S STAMP)

.....
(SIGNATURE, LEGAL REPRESENTATIVE'S FULL NAME & 3RD PARTNER'S STAMP)

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(SIGNATURE, LEGAL REPRESENTATIVE'S FULL NAME & 4TH PARTNER'S STAMP)

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(SIGNATURE, LEGAL REPRESENTATIVE'S FULL NAME & 6TH PARTNER'S STAMP)