

Cross border Program 633 - (Interreg VI-A) Greece-Bulgaria

Partnership Agreement
for the project:

Acronym:	CircularCities
Title:	Development of an innovative approach for circle economy through sustainable waste management
Specific Objective	RSO2.6 - Circular economy
Call	4212
MIS Code	6010212

A Partnership Agreement is hereby concluded between the Lead Beneficiary and the following project beneficiaries:

LEAD BENEFICIARY

1. Municipality of Gotse Delchev - 2 Tsaritsa Yoanna

Represented by: VLADIMIR MOSKOV MAYOR

and the PROJECT BENEFICIARIES

2. MUNICIPALITY OF OREOKASTRO - KOMNINON 76

Represented by TSAKIRIS PANTELEIMON in its capacity as Project Beneficiary No. 2.

3. REGION OF CENTRAL MACEDONIA - VAS. OLGAS 198

Represented by Mrs. ATHINA AIDONA-ATHANASIADOU in its capacity as Project Beneficiary No. 3.

4. YMCA - N. Germanou1 str.

Represented by DIMITRIOS GKANAKIS in its capacity as Project Beneficiary No. 4.

Herein referred to as the "Parties"

With regard to the framework of the provisions and documents hereunder:

1. Regulation (EU) No 2021/1060 of the European Parliament and of the Council of 24 June 2021, laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund, and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy.
2. Regulation (EU) No 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the "European Regional Development Fund and the Cohesion Fund"
3. Regulation (EU) No 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European Territorial Cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments (INTERREG Regulation).
4. Commission delegated Regulation (EU) No 240/2014 of 7 January 2014 on the European code of conduct on partnership in the framework of the European Structural and Investment Funds.
5. Law 4914/2022 for the "Management, control and implementation of development interventions for the Programming Period 2021-2027, establishment of the Public Company "National Register of Young Enterprises S.A." and other provisions" (Government Gazette 61/A/21.3.2022).
6. The Cooperation Programme (Interreg VI-A) 'Greece-Bulgaria 2021-2027' approval by the European Commission on 13/09/2022 under Decision Number C(2022)6635, as in force;

Interreg
Greece-Bulgari

7. The Management and Control System of Cooperation Programme (Interreg VI-A) CBC "Greece – Bulgaria 2021-2027", as in force.
8. The EU and national Rules related to the public procurement & competition, eligibility of expenditure, protection of the environment, equal opportunities, non-discrimination, the sustainable development, state aid framework, gender equality, the right to accessibility of disabled people according to the Charter of Fundamental Rights.
9. Decision of the Monitoring Committee of the Programme with the 19th Written Procedure closed on 21/04/2026 referring to Application Form ID 24501 of the Lead Beneficiary of the operation to the Managing Authority "INTERREG 2021-2027", for inclusion of project "Development of an innovative approach for circle economy through sustainable waste management" in the Programme, with MIS code 6010212.

have agreed and accepted the following provisions:

Article 1

Project Objectives

The project *CircularCities* of the Interreg (VA-I) Programme "633 - (Interreg VI-A) Greece-Bulgaria" shall contribute to the objectives set out in the Cross-border Cooperation Programme, as defined in the approved Application Form in force. These objectives are, in summary, to RSO2.6 - Circular economy.

Article 2

Subject of the Partnership Agreement

By the present Partnership Agreement, the Lead Beneficiary and the other Project Beneficiaries shall define the Rules of Procedure for the works of the project to be carried out and the rules that govern their relations, within the Partnership set up, in order to implement and complete the aforementioned project.

The Application Form as approved by the Monitoring Committee, forms an integral part of this Partnership Agreement.

Article 3

Duration of the Agreement

This Partnership Agreement shall take effect on the date on which it is signed by the last Beneficiary. It shall remain in force until the Lead Beneficiary has discharged in full its obligations towards the Managing Authority (MA), in accordance with the approved Application Form in force.

Article 4

Lead Beneficiary

The Lead Beneficiary of the project:

- 4.1. Is responsible for the overall coordination, management and implementation of the project towards the MA.
- 4.2. Ensures that the expenditure presented by the beneficiaries participating in the project has been incurred for the purpose of implementing the operation and corresponded to the activities agreed between those beneficiaries as specified in the approved Application Form.
- 4.3. Shall receive and transfer ERDF contribution for the part of the operation implemented by project beneficiaries who are not located in Greece, participating in the operation within one month of its receipt and in full. No amount shall be deducted or withheld and no specific charge or other charge with equivalent effect shall be levied that would reduce the ERDF amount that corresponds to each Project Beneficiary as indicated above. Repetitive violations of the above deadline may be considered as serious indication of dysfunctional Project Management and may lead to reduction of budget and scope on the Project or Lead Beneficiary level. Project Beneficiaries located in Greece will receive ERDF contribution from the Greek Public Investment Account Programme.
- 4.4. Shall appoint a Project Manager who has operational responsibility for the implementation of the overall project.
- 4.5. Shall ensure timely commencement of the project and implementation of the entire project within the time schedule in compliance with all obligations to the MA. The Lead Beneficiary shall notify the MA/JS of any factors that may adversely affect implementation of the project activities and/or financial plan.
- 4.6. Shall prepare a Start-up Time plan, focused on the first 9 months of project implementation, setting out milestones to be fulfilled during this period, tasks to be undertaken as part of the project, the role of the project beneficiaries in their implementation, and the expenditure to be incurred.

- 4.7. Shall prepare and submit the project progress reports according to the Programme and Project Implementation Manual in force. Repetitive delays in submitting the Progress Reports to the JS may be considered as serious indication of dysfunctional Project Management and may lead to reduction of the budget and the scope on the Project or Beneficiary level.
- 4.8. Shall address requests for project modifications according to the Programme and Project Implementation Manual in force.
- 4.9. Shall be the contact point representing the partnership for any communication with the MA/JS or any other of the Programme Structures. Shall carry out any other tasks agreed with the Project Beneficiaries.
- 4.10. The Lead Beneficiary's main tasks are described in the approved Application Form, as in force.

Article 5

Project Beneficiaries

- 5.1. Project Beneficiaries are the bodies responsible for carrying out specific project activities in the manner and scope indicated in the approved Application form.
- 5.2. More specifically, the Project Beneficiaries will be responsible for:
 - a. Carrying out the specific activities set out in the Application form;
 - b. Providing to the Lead Beneficiary any information and data required by the latter to coordinate and monitor the implementation of the project and to perform its reporting duties towards the MA, in accordance with the Management and Control System in force each time.
 - c. Submitting expenditure for verification as they become available, to the designated Controllers. Verified expenditure shall be communicated to the LB, as soon as a CVE is issued, to facilitate reporting and reimbursement procedures.
 - d. Notifying the Lead Beneficiary of any factors that may adversely affect implementation of the project in accordance with the approved project terms;
 - e. Project Beneficiaries not located in Greece are responsible to repay to the Lead Beneficiary any amounts of ERDF contribution unduly paid concerning their participation in the project, within a month by the receipt of the written request of the Lead Beneficiary, which must be accompanied by the relevant decision of the Monitoring Committee of the Programme. For Project Beneficiaries located in Greece that have to repay ERDF contribution unduly paid, the MA/Certifying and Verifying Authority (C&VA) may withhold any amounts concerned from future applications of interim payments setting off the relevant amounts in relation to the operation of the Greek Public Investment Account Programme. In any other case the procedure for recoveries of unduly paid amounts for beneficiaries located in Greece is immediately initiated by the competent Greek authorities.
- 5.3. Project beneficiaries agree to take all necessary measures to ensure that the Lead Beneficiary complies with its responsibilities as defined in the Subsidy Contract, the applicable Regulations, and the Programme's Management and Control System, as in effect each time. Beneficiaries must ensure operation and maintenance of the infrastructure investment or productive investment project by taking all necessary measures based on the regulatory framework of the operating and maintenance body of the project and its respective responsibilities, in cases where the operating and maintenance body of the project is not the same as the beneficiary.
- 5.4. Greek Beneficiaries are required to obtain approval from the Managing Authority "Interreg 2021-2027" for the procedures of declaration, award, and execution/modification of public contracts, in accordance with the applicable Management and Control System.
- 5.5. The beneficiaries must operate a certification mechanism for the execution of the project, which ensures effective control of the quality and quantity of materials, services, and the final deliverable outcome. They must also implement internal control procedures for payments to ensure their legality and regularity.
- 5.6. Project beneficiaries must maintain a separate accounting code for the part of the project they implement, in which all expenses that fully correspond to the actual expenses declared to the MA, through the Beneficiary Payment Claim.

- 5.7. Project beneficiaries are obligated to implement the procedures for collection, processing, storage, and transfer of project indicator data, in accordance with the respective Indicator ID sheets and the instructions of the Managing Authority.
- 5.8. The main duties of project beneficiaries are described in the approved Application Form, as in force.

Article 6

Organisational Structure of the Partnership

- 6.1. For successful management of the partnership and completion of the operation, a Joint Management Team (JMT) will be set up within forty (40) days after the signing of the Subsidy Contract and report it to the JS. The JMT, comprising LBs and each PPs representatives, will be responsible for monitoring the implementation of the project. The JMT will be chaired by the Lead Beneficiary. The JMT shall meet at least as it is foreseen in the approved Application Form or/and in its internal rules of procedure. The JS/MA can also be invited to attend the meetings.
- 6.2. The JMT will have the authority to delegate specific tasks or responsibilities to such sub-committees or working groups as it shall deem appropriate to establish.
The partnership of the project agrees to operate in the context of the following set of Rules of Procedures:

Article 7

Cooperation with Third Parties

- 7.1. In case of cooperation with third parties, including subcontractors, delegation of part of the activities or of outsourcing, the Project Beneficiary concerned shall remain solely responsible to the Lead Beneficiary concerning compliance with its obligations as set out in this Partnership Agreement. The Lead Beneficiary shall be informed by the Project Beneficiary about the subject and party of any contract concluded.
- 7.2. The Lead Beneficiary may transfer or assign to a third party the rights and obligations arising from this agreement, with the consent of all other beneficiaries and upon written approval from the Managing Authority and the Programme's Monitoring Committee, in accordance with the national legislative framework of each participating Member State.
- 7.3. Cooperation with third parties including subcontractors shall be undertaken in accordance with the procedures set out in EU directives and national public procurement legislation.

Article 8

Project Budget and Eligible Expenditure

- 8.1. The approved budget available to each beneficiary, as well as the total project budget, are included in Annex I.
- 8.2. Eligibility of expenditure will be determined on the basis of the Chapter V Articles 37 – 44 of the Regulation (EU) No 1059/2021, Article 11 of Regulation (EU) 1529/2021 as well as by the provisions set out in the Programme, by the legislation in force of the Member States and the related Programme Documents (Programme and Project Implementation Manual, etc.), as reflected in the Programme's Management and Control System, in force.
- 8.3. Eligible expenditure must be: 1) directly related to the content of the project; 2) necessary for the implementation of the project as long as it is reasonable and consistent with the principles of operational efficiency and economy; 3) actually incurred, identifiable and verifiable in the accounting and taxation records of the Project Beneficiary.

Article 9

Monitoring and Reporting

- 9.1. The Lead Beneficiary has overall responsibility for monitoring the actions undertaken by the project beneficiaries on an ongoing basis, and keep them regularly informed about any communication of the LB and the MA, JS and the CA.
- 9.2. The Lead Beneficiary is responsible for submitting progress reports throughout the lifetime of the project, as indicated in the Subsidy Contract and until all obligations deriving from the Union and national legislation have been fulfilled. Such progress reports shall provide details of the activities undertaken as part of the project, the progress/outcome achieved, the indicators achievement, the expenditure made, explanations for any deviation from the start-up time plan for physical outputs and budget, suggested corrective actions, and any other information deemed relevant.
- Each Project Beneficiary is obliged to supply the Lead Beneficiary with all information and documentation that the latter deems necessary for the preparation of progress reports and any other reports to the MA/JS or any other structure of the Programme.

Article 10

Control and Audits

- 10.1. Project Beneficiaries accept that the competent services of the European Commission, the European Court of Auditors, the participating countries, the Programme Authorities as well as the designated controllers/auditors will control/audit the financial management and implementation of the project through documents and on-the-spot checks. To this end, the Lead Beneficiary and the Project Beneficiaries will:
- prepare all documents required for the above controls / audits,
 - provide and give access to all the necessary information and documents supporting an adequate audit trail,
 - give access to their business premises, throughout the implementation of the project, as well as within a period of five (5) years starting from 31 December of the year in which the last payment to the beneficiary is made.
- 10.2. For control and audit purposes, the Lead Beneficiary should retain a copy of all Beneficiaries' certificates of verified expenditure.

Article 11

Transparency and Communication

- 1.1. Project beneficiaries must implement information and publicity actions in accordance with Article 36 paragraphs 4-6 of Regulation (EU) 1059/2021, Articles 47 & 50 Annex IX of Regulation (EU) 1060/2021 concerning the technical characteristics of information and communication measures for the projects and the system for recording and storing data. They must play an active role in any actions organized to disseminate the results of the project. The Lead Beneficiary will coordinate the publicity actions of the project. If, following relevant recommendations from the Managing Authority, the indicated publicity actions have not been undertaken, the Managing Authority may, considering the principle of proportionality, impose corrections of up to 2% of the support at the Partner level.
- 1.2. The Lead Beneficiary and project beneficiaries must take into account that project results must be made available to the public and accessible to all interested parties. Furthermore, they commit to actively participating in any actions organized to utilize and disseminate the project results.
- 1.3. Each beneficiary must highlight, in the context of any publicity actions, that the project was implemented with Union co-financing from the Cooperation Programme.

Article 12

Property Rights

- 12.1. The Lead Beneficiary and Project Beneficiaries shall ensure that all products developed within the framework of the project are, subject to the provisions of national laws regarding intellectual property, kept free of all rights. They explicitly commit to giving up all copyright on teaching material, methodologies and other products of any nature resulting from the project.
- 12.2. The results of joint activities covered by the agreement concerning reports, documents, studies, electronic data and other products, disseminated free of charge or commercially, are the joint property of the beneficiaries.

- 12.3. Project Beneficiaries waive intellectual and industrial property rights regarding any such common rights that may exist. In the event that there are pre-existing intellectual and industrial property rights which are available to the project, these shall remain valid and are fully respected by all parties.

Article 13 **Confidentiality Requirements**

- 13.1. Although the nature of the implementation of this Project is public, it has been agreed that part of the information exchanged in the context of implementation thereof, between the project beneficiaries themselves or with the MA, JS and the Monitoring Committee, may be confidential. Only documents and other elements explicitly designated with "confidential" shall be regarded as such.
The above, for example, concerns studies that have been made available to one of the parties in the context of the Project concerning methods, know how, files or any other type of document labelled confidential. This information can only be used by the beneficiaries according to the provisions of this agreement.
- 13.2. Project Beneficiaries commit to taking measures so that all staff members carrying out the work respect the confidential nature of this information, and do not disseminate it, pass it on to third parties or use it without prior written consent of the Lead Beneficiary and the Beneficiary institution that provided the information.
Project Beneficiaries commit to taking equivalent measures to maintain the confidential nature of the information, as they would do with their own confidential information.

Article 14 **Modifications, Withdrawals and Disputes**

- 14.1. The present Partnership Agreement may only be modified in writing, by a document signed by all Project Beneficiaries. In case of modifications to the Subsidy Contract made according to the procedure described in the Programme and Project Implementation Manual, the Partnership Agreement shall be amended accordingly, before the Subsidy Contract is signed.
- 14.2. The Lead Beneficiary and the Project Beneficiaries commit themselves to the project implementation and agree not to withdraw from the project, unless there are unavoidable reasons. If this, nonetheless, occurs, the Lead Beneficiary and the Project Beneficiaries shall endeavour to cover the contribution of the withdrawing Project Beneficiary, either by assuming their tasks or by asking one or more new beneficiaries to join the partnership.
- 14.3. In case of any disputes among Project Beneficiaries, they are obliged to work towards an amicable settlement. Disputes shall be reported to the Joint Management Team. If efforts to achieve an amicable settlement fail, Project Beneficiaries are obliged to refer to MA to seek mediation. If the procedure is not fruitful either, then Project Beneficiaries may seek for out-of-court dispute resolution procedures, or arbitration.
- 14.4. Any legal dispute that might arise from or in connection with this Partnership Agreement, including disputes on the validity of the Partnership Agreement and the above-mentioned arbitration clause, shall be settled in the courts of the jurisdiction of the country where the Lead Beneficiary is located.

Article 15 **Non-fulfilment of Obligations or Delay**

- 15.1. All Project Beneficiaries are obliged to promptly inform the Lead Beneficiary and to provide the latter with all useful details in case of events that could jeopardize implementation of the Project.
- 15.2. Should one of the Project Beneficiaries be in breach of this agreement, the Lead Beneficiary shall give the respective Beneficiary a reasonable period of time, (up to one month) to comply with their obligations.
- 15.3. Should non-fulfilment of obligations continue, the Lead Beneficiary may decide to exclude the Project Beneficiary concerned from the Project, with approval of all the other members of the JMT. Any modification in the Project Partnership is subject to approval of the Monitoring Committee.
- 15.4. In the event that the Monitoring Committee is compelled to reduce or discontinue the funding specified in the Subsidy Contract for any reason whatsoever, and this necessitates full or partial recovery of the Cooperation Programme funds that have already

been transferred, all project beneficiaries are obligated to return to the Managing Authority/Certifying Authority any ERDF funds they have received. The final budget for each beneficiary will be determined based on the amount of eligible expenses and the available resources of the Programme

- 15.5. Recovery of unduly or illegally paid amounts from beneficiaries who are obligated to return the unduly paid ERDF funds they received, shall commence immediately by the competent Greek authorities, in accordance with the recovery procedures stipulated in the Programme's Management and Control System in force.
- 15.6. In cases where non-fulfilment of obligations by a Project Beneficiary has financial consequences on the funding of the Project as a whole, the Lead Beneficiary may demand compensation to cover the amount involved.

Article 16

Working Language

The working language of this Partnership Agreement is English. In case a translation of this document into another language is needed, the English language version shall prevail.

Article 17

Legislation and Force Majeure

- 17.1. This Partnership Agreement is governed by the law of the participating country, where the Lead Beneficiary is located. The provisions of EU Law, especially the EU Directives provisions regarding public procurement rules for works, supply, and service public contracts and environmental EU law provisions, must be complied concerning actions or investments within the project. Any deviations from these provisions shall be deemed as void and null.
- 17.2. No party shall be held liable for not complying with obligations arising from this Partnership Agreement, should the non-compliance be caused by force majeure. If such a case arises, the Project Beneficiary involved shall announce this in writing and provide evidence to the other Project Beneficiaries immediately. "Force majeure" is defined by the national law of the participating country, where the concerned Beneficiary is located.

Article 18

Legal Succession

In cases of legal succession of any Project Beneficiary (e.g. where the Lead Beneficiary changes its legal form), this Project Beneficiary is obliged to transfer all duties under this contract to its legal successor. In such a case, this Partnership Agreement and the Subsidy Contract shall be amended accordingly.

Article 19

Conflict of Interest and Fraud Prevention

- 19.1. The Lead and project Beneficiaries are obliged to make all efforts to prevent any conflict of interest which could hinder impartial and objective implementation of this contract.
- 19.2. "Conflict of interest" might arise when impartial and objective exercise of the functions of those involved is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect personal interest.
- 19.3. The LB and all Beneficiaries commit to comply with the principle of "zero tolerance" in terms of fraud prevention and corruption and to be especially vigilant on this subject. They also undertake to denounce any conduct likely to be considered as suspicion of fraud to the competent national authorities and to inform the MA and the competent National Authorities.

Article 20 Nullity

Should one of the provisions of this agreement be declared null and void under the national law of one of the parties or the law governing this agreement, this shall not render the remaining provisions null and void.

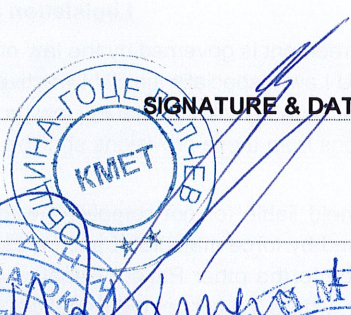
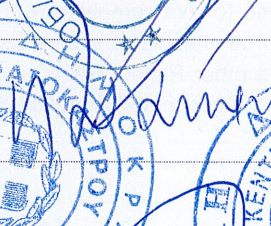
The fact that one of the parties does not acknowledge applicability of one of the provisions of this agreement does not mean that such party has the right to waive this provision.

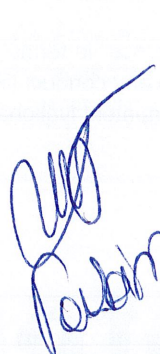
Any dispute arising out of/ due to this partnership agreement shall be governed by the legislation of the Participating Country where the Lead Beneficiary is located.

Article 21 Domicile

To the effect of this agreement, Project Beneficiaries shall irrevocably choose their domicile to be at the address stated herein, where any official notifications may be lawfully served.

Any change of domicile shall be forwarded to the Lead Beneficiary within 15 days following the change of address by registered mail.

Municipality of Gotse Delchev VLADIMIR MOSKOV MAYOR	 11.08.2026
MUNICIPALITY OF OREOKASTRO TSAKIRIS PANTELEIMON MAYOR	 13.08.2026
REGION OF CENTRAL MACEDONIA ATHINA AIDONA-ATHANASIADOU REGIONAL GOVERNOR OF REGION OF CENTRAL MACEDONIA	
YMCA DIMITRIOS GKANAKIS PRESIDENT	


Ioannis Nikos

Annexes

1. Annex I Budget table

ANNEX I

All amounts are in EUR.

s/n (1)	Institution (2)	Country (3)	Union Support (4)	National Counterpart (5)	Total Eligible Budget (6)	PIP Code (7)
1	Municipality of Gotse Delchev	Bulgaria	846.567,07	211.641,77	1.058.208,84	
2	MUNICIPALITY OF OREOKASTRO	Hellas	432.086,84	108.021,71	540.108,55	
3	REGION OF CENTRAL MACEDONIA	Hellas	403.324,80	100.831,20	504.156,00	
4	YMCA	Hellas	223.232,24	55.808,06	279.040,30	
Total Budget			1.905.210,95	476.302,74	2.381.513,69	

(7) Only for Greek beneficiaries

The amount of the total public expenditure that is not eligible for co-financing will be financed as follows:

