***[Template]* Partnership Agreement**

between

**[*Name*]**

[*Full* *address, tax ID number or other*]

[*Represented* *by*]

hereinafter referred to as the “Project Promoter”

and

**[*Name*]**

[*Full* *address, tax ID number or other*]

 [*Represented* *by*]

hereinafter referred to as the “Project Partner”

hereinafter referred to individually as a “Party” and collectively as the “Parties”

**for the implementation of the Project [“*Title”*]**

**funded under the *EEA* Financial Mechanism 2014-2021**

**Education Programme**

**Disclaimer:**

This template Partnership Agreement aims at assisting Project Promoters and Project Partners in the preparation of their partnership agreements required under Article 7.7 of the Regulations on the implementation of the EEA and Norwegian Financial Mechanisms 2014-2021. It is provided for information purposes only and its contents are not intended to replace consultation of any applicable legal sources or the necessary advice of a legal expert, where appropriate. It is the responsibility of the Parties to ensure compliance of the provisions of this Partnership Agreement with the Project Contract and the applicable legal framework. Neither the FMO nor any person acting on its behalf can be held responsible in connection with any use or re-use made of this template partnership agreement.

IT IS AGREED AS FOLLOWS:

**Article 1 – Scope and objectives**

1. This Partnership Agreement (hereinafter referred to as the “Agreement”) defines the rights and obligations of the Parties and sets forth the terms and conditions of their cooperation in the implementation of the Project as described and defined in Annex 1 “Project proposal no. […]”.

2. The Parties shall act in accordance with the legal framework of the EEA Financial Mechanism 2014-2021, namely with:

- the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 (hereinafter referred to as the “Regulation”). The Parties expressly acknowledge to have access to and to be familiar with the content of the Regulation.

- any guidelines referring to the Programme implementation adopted by the Programme Operator.

3. Any Annexes to this Agreement constitute an integral part of the Agreement. In case of inconsistencies between the Annexes and the Agreement, the latter shall prevail.

**Article 2 – Entry into force and duration**

1. This Agreement shall enter into force on the date of the last signature by the Parties. It shall remain in force until the Project Partner has discharged in full its obligations towards the Project Promoter or the Programme Operator as defined in this Agreement and Project proposal no. […].

**Article 3 – Main roles and responsibilities of the Parties**

1. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this Agreement.

2. The Parties shall carry out their respective obligations with efficiency, transparency and diligence. They shall keep each other informed about all matters of importance to the overall cooperation and the implementation of the activities to be performed. They shall act in good faith in all matters and shall, at all times, act in the interest of the Programme and the Project.

3. The Parties shall make available sufficient and qualified personnel, which shall carry out their work with the highest professional standard. While carrying out the assignment under this Agreement, the personnel and entities engaged by either Party shall comply with the laws of the respective countries.

4. Whenever in the performance of their assignments under this Agreement the Parties’ personnel are on the premises of the other Party, or at any other location in the other Party’s country on request of such Party, that Party shall ensure that such premises and locations comply with all applicable national health, safety and environmental laws and standards. The Parties shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to the property of the other Party in connection with the implementation of the Project. [*Further provisions on safety and other relevant personnel-related issues may be included here*]

**Article 4 – Obligations of the Project Promoter**

1. The Project Promoter is responsible for the overall coordination, management and implementation of the Project in accordance with the regulatory and contractual framework specified herein. It assumes sole responsibility for the successful implementation of the Project towards the Programme Operator.

2. The Project Promoter undertakes to, *inter alia*:

1. ensure the correct and timely implementation of the Project’s activities;
2. promptly inform the Project Partner on all circumstances that may have a negative impact on the correct and timely implementation of any of the Project’s activities, and of any event that could lead to a temporary or final discontinuation or any other deviation of the Project;
3. provide the Project Partner with access to all available documents, data, and information in its possession that may be necessary or useful for the Project Partner to fulfil its obligations; in cases where such documents, data and information are not in English, it shall provide an English translation thereof when so requested by the Project Partner;
4. provide the Project Partner with a copy of the signed Project Contract, including any subsequent amendments thereof as of their entry into force;
5. consult the Project Partner before submission of any request for amendment of the Project Contract to the Programme Operator that may affect or be of interest for the Project Partner’s role, rights and obligations hereunder;
6. prepare and submit in a timely manner to the Programme Operator interim and final report [in connection with the payment claims, in compliance with the Programme Agreement and the Project Contract so as to meet the payment deadlines towards the Project Partner as stipulated in this Agreement;
7. transfer to the Project Partner’s nominated bank account all payments due by the set deadlines;
8. ensure that the Project Partner promptly receives all assistance it may require for the performance of its tasks;
9. [*list other obligations, if applicable*].

**Article 5 – Obligations of the Project Partner**

1. The Project Partner is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement and Project Proposal no.

Namely, the tasks of the Project Partner are as follows: *(please describe briefly the content-related and administrative tasks of the Project Partner)*

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2. In addition to the above obligations, the Project Partner shall:

1. promptly inform the Project Promoter on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance;
2. provide the Project Promoter with all information necessary for the preparation of any reports due by the Project Promoter to the Programme Operator within the deadlines and according to the reporting forms set by the Project Promoter;
3. immediately inform the Project Promoter of any cases of suspected or actual fraud, corruption or other illegal activity that come to its attention, at any level or any stage of implementation of the Project;
4. keep all supporting documents regarding the Project, including the incurred expenditure, either in the form of originals or in versions certified to be in conformity with the originals on commonly accepted data carriers, for at least 5 years after approval of the final programme report;
5. provide any bodies carrying out mid-term or ex-post evaluations of the Programme, as well as any monitoring, audits and on the spot verifications on behalf of the *EEA* Financial Mechanism any document or information necessary to assist with the evaluation;
6. effectively participate in promoting the objectives, activities and results of the Financial Mechanism as well as the Donor(s)’s contribution to reducing economic and social disparities in the European Economic Area;
7. ensure that messages or publications provided or disseminated by the Project Partner in relation to the action, including at conferences or seminars, will indicate that the action is financed from the funds of the Program, unless the Programme Operator manages otherwise. Any communications or publications transmitted or disseminated by the Project Partner, in any form and on any medium, will indicate that the sole responsibility lies with the author, and the Programme Operator is not responsible for any use of the information contained therein.
8. authorize the Programme Operator, National Focal Point (NFP), Financial Mechanisms Office (FMO), and FMC/NMFA to publish the following information, in any form and on any medium, including on the Internet:
* name and address of the Project Partner,
* subject and purpose of co-financing,
* the grant amount awarded.
1. [*list other obligations, if applicable*].

**Article 6 – Project budget and eligibility of expenditures**

1. The detailed total Project budget, the budget share of [*each Party/the Project Partner*] as well as the allocation of the budget, amongst the activities to be performed by [*each Party/the Project Partner*] is fixed in Annex 1 [*specify the relevant documents*].

2. Estimated eligible costs from the Education Programme co-financing within the Project amount to........................ EUR [please give the co-financing amount from the Project Proposal without the own contribution].

3. Estimated total costs within the Project amount to........................... EUR [please give the total project budget amount from the Project Proposal including the own contribution].

4. The Project Promoter and the Project Partner hereby acknowledge that the grant payments will be made in PLN, and transferred to the Project Promoter’s bank account indicated in the Project Contract and divided to advance payments as stipulated in the Project Contract. In addition, the Parties confirm that the grant will be transferred in PLN using the monthly accounting exchange rate of the European Commission in the month in which payments were made to the Project Promoter

5. The Parties will receive financial means for the Project implementation according to the planned budget, for the activities that the Parties are responsible, mentioned in the Article III. In the case specified in art. 6.4 clause 1 of the Regulation, the Parties commit themselves to provide the following own financial contribution to the Project:

- The Project Promoter - ........ EUR, i.e……. ...% of the own financial contribution to the project.

- The Project Partner - ……. EUR i.e. ……...% of the own financial contribution to the project.

6. The split of funds for the project implementation between the Project Promoter and the Project Partner is defined in the Accepted Budget - Annex to the Project Contract.

7. The Project Partner will get a co-financing of the eligible costs of the following categories of the Project budget *[list of all categories with details of grant calculation and amounts according to approved budget]*:

1. *[ ie. Travel – Number of units, amount]*

2.

3.

…..

8. All amounts quoted in Progress or Final Reports should be given in EUR. In the case of real costs incurred in other currency, converting them into EUR necessitates using the monthly accounting exchange rate of the European Commission valid on the day of the call for proposals and posted on its webpage: <http://ec.europa.eu/budget/graphs/inforeuro.html> that is:

1 EUR = 4,2951 PLN

9. Exchange losses costs are considered not eligible

10. Expenditures incurred by the Project Partner must be in line with the general rules on eligibility of expenditure contained in the Regulation, specifically Chapter 8 thereto and rules described in the Guidelines for Applicants.

**Article 7 – Financial management and payment arrangements**

1. Payment of the project grant share to the Project Partner shall take the form of [*specify the applicable forms of payments: advance payments, reimbursement of incurred expenditure (interim payments) and payment of the final balance*].

2. [*If an advance payment is foreseen, its maximum amount and the off-set mechanism should be specified here*].

3. [*If applicable*] The advance payment to the Project Partner shall be made no later than [*number of working days*] of the crediting of the advance payment from the Programme to the Project Promoter’s bank account.

4. Interim payments shall be paid based on [*specify how the Project Partner is to claim expenditure from the Project Promoter and if a template shall be used to that effect. If so, the template should be annexed to the Partnership Agreement. If no templates are foreseen, then the provision should specify, with as much detail as possible, the content of the payment claims*]. Payment claims shall be submitted to the Project Promoter [*specify the monthly frequency or specific deadlines]*, along with a confirmation from [*responsible person within the Project Partner, e.g. Project Manager*] that the claimed expenditures are in accordance with the principles and rules set forth in this Agreement.

5. Interim payments to the Project Partner shall, subject to Article [*if applicable: provision concerning the verification of the Partner’s expenditure by the Project Promoter]*, be made within [*number of working days from receipt of the Partner’s payment claim or, in case deadlines are specified in paragraph 3, the dates by which the Project Promoter shall transfer the amounts.*] [*Consider including a provision addressing the consequences of any delays in submitting payment claims by the Project Partner*].

6. Payment of the final balance shall be made [*specify details*].

7. All amounts shall be denominated in [*specify the applicable currency*].

8. Payments to the Project Partner shall be made to the Project Partner’s bank account denominated in PLN, identified as follows:

[*specify bank account details of the Project Partner: name of bank, address of branch in full, exact designation of account holder, full account number including IBAN and BIC/Swift codes*].

9. Payments shall be deemed to have been made on the date on which the Project Promoter’s account is debited.

**Article 8 – Proof of expenditure**

1. Costs incurred by the Project Partner shall be supported according to requirements described in the Guide for Applicants.

## Article 9 – Progress and financial reports

[*Outline the reporting obligations of the Project Partner, including content and frequency of such reports, as well as a reference to templates, if any. The Project Promoter shall by way of this provision ensure that it receives in a timely manner all the necessary information to comply with its reporting obligations to the Programme Operator.]*

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**Article 10 – Audits**

The Parties make the whole original Project documentation accessible for the institutions authorized to control and audit the project implemented under the EEA Grants and Norway Grants.

Having completed the Project implementation, the Project Promoter shall undertake to store documentation including documents sent by Project Partner for at least 5 years after approval of the final programme report.

**Article 11 – Procurement**

1. National and EU law on public procurement shall be complied with by the Parties at any level in the implementation of the Project.

2. The applicable procurement law is the law of the country in which the procurement is being carried out.

All expenses incurred as part of the project must be transparent, rational and effective.

The awarding of public contracts necessitates respecting current national provisions on the award of public contracts.

Notwithstanding the foregoing, public contracts shall be awarded in accordance with the following rules:

a. respect for fair competition, equal treatment of contractors, transparency,

b. economically sound public funds management, including the rules of disbursing public funds in a purposeful and economical way enabling the performance of tasks in a timely manner, as well as the rules of using optimal methods and means to obtain the best cost-effectiveness ratio.

The fulfillment of the above requirements is ensured by the application of the competition rule in accordance with the Guidelines of the Minister of Investment and Economic Development on awarding contracts under the EEA Financial Mechanism 2014-2021 and the Norwegian Financial Mechanism 2014-2021.

**Article 12 - Conflict of interest**

1. The Parties shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during the performance of the Agreement must be notified to the other Party in writing without delay. In the event of such conflict, the Party concerned shall immediately take all necessary steps to resolve it.

2. Each Party reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Parties shall ensure that their staff, board and directors are not placed in a situation which could give rise to conflict of interests. Each Party shall immediately replace any member of its staff exposed to such a situation.

**Article 13 - Confidentiality**

 [*Please include appropriate provisions addressing protection and disclosure of any confidential information disclosed by the Parties in connection with the partnership agreement.*]

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**Article 14 - Intellectual property rights**

*[Please include provisions on the ownership of work, materials or other results produced under the Agreement and the use thereof by the other Party.]*

1. Unless otherwise stated, the ownership of the results of the measure, including industrial and intellectual property rights, as well as the right to reports and other documents linked to them, shall belong to the Project Promoter. The Project Promoter confers on the Programme Operator, National Focal Point (NFP), Financial Mechanisms Office (FMO), and FMC/NMFA the right to use the results of the measure free of charge in any way that they may deem appropriate, on the condition that they do not breach their obligations to keep confidentiality or that they do not breach the existing industrial and intellectual property rights.

2. …………………………………………………………………………………………… ………………………………………………………………………………………………………………………………………………………………………………………………

**Article 15 –Liability**

[*Provisions on liability and limitations thereof (including cases of force majeure) should be mentioned here, as appropriate and taking into account the nature of the activities to be performed.]*.

**Article 16 – Irregularities**

1. Irregularities are defined in accordance with Article 12.2 of the Regulation.

2. In case an irregularity has come to the attention of one Party, that Party shall immediately inform the other Party thereof in writing.

3. In cases where measures to remedy any such irregularity are taken by the competent bodies referred to in Chapter 12 of the Regulation, including measures to recover funds, the Party concerned shall be solely responsible for complying with such measures and returning such funds to the Programme. The Project Partner shall, in such cases, return the recovered funds through the Project Promoter.

**Article 17 – Suspension of payments and reimbursement**

1. In cases where a decision to suspend payments and/or request reimbursement from the Project Promoter is taken by the Programme Operator, the National Focal Point or the Donor State[*s*], the Project Partner shall take such measures as are necessary to comply with the decision.

2. For the purposes of the previous paragraph, the Project Promoter shall, without delay, submit a copy of the decision referred to in the previous paragraph to the Project Partner.

**Article 18 – Termination**

1. Termination for convenience by either Party [*insert procedures and requirements for termination for convenience by either party, in case this possibility is deemed appropriate]*.

2. Either Party may terminate this Agreement in the event of a breach by the other Party of its obligations [*insert procedures and requirements for termination for breach by either party]*.

3. Furthermore, in case of termination of the Project Contract for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.

4. [*Consequences of termination*]

**Article 19 - Assignment**

1. Neither Party shall have the right to transfer their rights and obligations under this Agreement without the prior consent of the other Party.

2. The Parties acknowledge that all assignment of rights and obligations under this Agreement is dependent upon the Programme Operator’s prior consent in accordance with the provisions of the Project Contract [*Note: if applicable*].

**Article 20 – Amendments**

1. Any amendment to this Agreement, including its Annexes, shall be the subject of a written agreement concluded by the Parties.

**Article 21 – Severability**

1. If any provision of this Agreement (or part of any provision) is found by any court, tribunal or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

2. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the Parties’ original intent.

**Article 22 – Notices and language**

1. All notices and other communications between the Parties shall be made in writing and be sent to the following addresses:

For the Project Promoter:

[*include contact details*]

For the Project Partner:

[*include contact details*]

2. The language governing the execution of this Agreement is English. All documents, notices and other communications foreseen in the framework of this Agreement shall be in English.

**Article 23 – Governing law and settlement of disputes**

1. The construction, validity and performance of this Agreement shall be governed by the laws of [*specify governing law*].

2. Any dispute relating to the conclusion, validity, interpretation or performance of this Agreement shall be resolved amicably through consultation between the Parties.

3.

This Agreement has been prepared in two originals, of which each Party has received one.

For the Project Promoter For the Project Partner

Signed in……………… on …………..…. Signed in………… on …………….

[*Name*] [*Name*]

[*Title*] [*Title*]