



CENTRAL BALTIC
INTERREG IV A
PROGRAMME
2007-2013

Central Baltic INTERREG IV A Programme 2007-2013

Cross-Border Co-operation Programme under
The European Territorial Co-operation Objective

Partnership Agreement
between the University of Tartu (Lead Partner)
and the Project Partners

University of Helsinki Museum of Natural History,
Swedish Museum of Natural History,
Institute of Geology at Tallinn University of Technology,
and
Estonian University of Life Sciences
of the Project

*BALTICDIVERSITY - Towards trans-boundary access of
nature observation data (CB 41)*



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Abbreviations

AA = Audit Authority
 AI = Archipelago and Islands (sub)-programme
 CA = Certifying Authority
 CB = Central Baltic (sub)-programme
 Central Baltic OP = Central Baltic INTERREG IV A Programme 2007-2013
 CR = Control Report
 DVEE = Declaration of Validation of Eligible Expenditure
 EC = European Commission
 FLC = First Level Control
 JTS = Joint Technical Secretariat
 LP = Lead Partner
 MA = Managing Authority
 SC = Steering Committee
 SFE = Southern Finland Estonia (sub)-programme
 PP = Project Partner
 PR/PC = Progress Report/Payment Claim

Preamble

In regard to

- Council Regulation (EC) No 1083/2006 of 11 July 2006 laying down general provisions on the European Regional Development Fund the European Social Fund and the Cohesion Fund;
- Council Regulation (EC) No 1080/2006 of the European Parliament and of the Council of 5 July 2006 on the European Regional Development Fund;
- Commission Regulation (EC) No 1828/2006 of 8 December 2006, setting out rules for the implementation of Council Regulation (EC) 1083/2006;
- Relevant national legislation and rules applicable to the LP and PP in Estonia, Sweden and Finland.
- Community and national regulations on:
 - Rules for public procurement and entry into the markets;
 - Protection of the environment;
 - Equal opportunities between men and women;
 - State aid/De Minimis rules;
- The **valid** Programme Manual versions 5.0 and higher, “The Partnership Agreement”, whereupon partners in a project co-financed by the Central Baltic OP have to conclude an Agreement concerning their mutual financial and legal responsibilities, including the functions and responsibilities of the LP,
- The Subsidy Contract signed between the MA and the LP representing all the PP organisations,

for the implementation of the Central Baltic OP project **BALTICDIVERSITY - Towards trans-boundary access of nature observation data**, approved by the CB Steering Committee - on 11.05.2011 in Turku the following Agreement has been made between the following partners:

TOTAL APPROVED PROJECT BUDGET AND FINANCING

Approved TOTAL ERDF contribution:	€ 1 165 500
Amount of TOTAL national co-financing:	€ 388 500
Approved TOTAL budget:	€ 1 554 000

LEAD PARTNER (LP)

1. **University of Tartu**
Ülikooli 18, 50090 Tartu, Estonia

Approved total ERDF contribution:	€ 300 000
Amount of national co-financing :	€ 100 000
Approved LP budget:	€ 400 000

OTHER PROJECT PARTNERS (PPs)

- Partner 2. University of Helsinki, Museum of Natural History**
Yliopistonkatu 4, 00014 Helsinki, Finland

Approved PP level ERDF contribution:	€ 277 500
Amount of national co-financing :	€ 92 500
Approved PP budget:	€ 370 000

- Partner 3. Swedish Museum of Natural History**
PO Box 50007, SE-10405 Stockholm, Sweden

Approved PP level ERDF contribution:	€ 315 000
Amount of national co-financing :	€ 105 000
Approved PP budget:	€ 420 000

- Partner 4. Institute of Geology at Tallinn University of Technology**
Ehitajate tee 5, 19086 Tallinn, Estonia

Approved PP level ERDF contribution:	€ 157 500
Amount of national co-financing :	€ 52 500
Approved PP budget:	€ 210 000

- Partner 5. Estonian University of Life Sciences**
Kreutzwaldi 1, 51014 Tartu, Estonia

Approved PP level ERDF contribution:	€ 115 500
Amount of national co-financing :	€ 38 500
Approved PP budget:	€ 154 000

Article 1
Subject of the Agreement

1. Subject of this Agreement is the setting up and implementation of the partnership in order to implement the Central Baltic OP project ***BALTICDIVERSITY - Towards transboundary access of nature observation data (CB41)*** as indicated in the Annexes. The Annexes consists of:
 - The latest version of the Application Form (AF) approved by the respective SC including enclosures (Annex 1);
 - Annex 6 (of the Application Form): Central Baltic INTERREG IVA project budget (Annex 2);
 - The Subsidy Contract between the MA of the Central Baltic OP and the LP dated 8th of November 2011 (Annex 3);
 - Detailed **Work Plan**¹ by the LP/PPs (in accordance with the approved Application Form) (Annex 4);
 - Indicative payment forecast² (in accordance with the approved Application Form) (Annex 5);
 - The Project Steering Group. Rules of Procedure. (Annex 6).

The Annexes are considered to be an integral part of this Agreement. The PA can be modified or supplemented by additional annexes. The changes will be valid after signing by LP and thePPs.

2. This Agreement enters into force retrospectively on 01.05.2011. The Agreement is in force until the last ERDF payment has been successfully transferred to the PPs by the LP and the PPs have successfully received it.
3. In case the ownership, foreseen generation of revenue or publicity issues require further actions outside the time this Agreement is in force, the LP/PPs will agree separately on those issues (*Cf. Article 14-15*).

Article 2
Partners to the Agreement

1. The Partners to this Agreement are the LP and PPs (referred to hereafter as ‘the parties’) in accordance with the approved AF.
2. The LP organisation is responsible for the management, communication, implementation and co-ordination of activities among the related partners as described in the Programme Manual and in the Subsidy Contract “Representation of partners, liability”.
3. The PP –organisations are responsible for carrying out specific project activities in accordance with the approved AF and Annex 6 and the Subsidy Contract (Annex 3).

¹ The Work Plan clearly documents the responsibilities of the LP/PP in the implementation.

² Payment forecast is prepared by the LP/PPs to meet the financial requirements and implementation schedule set out in the approved AF. The payment forecast is indicative.

Article 3
Obligations of the LP/PPs

General provisions

The LP/PPs shall use all reasonable efforts to support the implementation of the project as defined in the preamble of this Agreement and in the Subsidy Contract in compliance with relevant EU and national legislation.

1. Obligation and duties of the Lead Partner

The LP shall fulfil all obligations arising from the Subsidy Contract and the approved AF. The LP shall:

1. In accordance with approved AF to appoint the required project personnel responsible for the general implementation and reporting and financial management (accounts, financial reporting, the internal handling of ERDF funds and national co-financing).
2. Start and implement the project together with PPs in accordance with the approved AF and Subsidy Contract.
3. Set up and coordinate the work of the Project Steering Group (PSG) in accordance with instructions of the Programme Manual and Subsidy Contract. (*Cf. Annex 6*).
4. To be at all times in close contact with the JTS Contact Person to ensure fluent exchange of information between the LP and the JTS.
5. Compile and present PR/PC including Interim and Final reports to the JTS of the Central Baltic OP programme, as defined in the Programme Manual, *Practical Guide on reporting* and Subsidy Contract.
6. Receive payments from the CA of the Central Baltic OP programme.
7. Transfer without any delay in compliance with the ERDF allocations per partner in accordance with the approved AF and Annex 6 and PR/PC (financial data compilation) the ERDF amounts allocated to each partner after having received payment from the CA based on the certified total costs.
8. The LP/PPs in general will strive for balanced spending rate in accordance with the ERDF co-financing rate (%) set in the Subsidy Contract (§2) within the partnership. In case of under-spending caused by some partners, the partnership will **internally decide** how to balance the possible “ERDF losses” in case the Certifying Authority is compelled to balance at the very latest the last ERDF payment to the LP in accordance with the provisions of the Subsidy Contract (§2(2) and §5(3)). The CA or MA/JTS are not a party in this internal arrangement. LP and PPs shall use all reasonable efforts to avoid under-spending below the limits that will lead to the reduction of the funding. In case the under-spending of some partners will lead to “ERDF losses”, the budget of the responsible partners will be reduced proportionally to their share in under-spending.

9. Ensure an efficient internal management and control system i.e.:
 - i. Conduct the overall financial management of the Project;
 - ii. Carry out the project's overall accounting;
 - iii. Communicate with the JTS of the Central Baltic and in relevant cases with the MA, CA and AA (i.e. matters directly related to the Subsidy Contract (MA), to ERDF payments (CA) and audit issues (AA);
 - iv. React promptly to any request by the JTS and in relevant cases by MA, CA, AA (see the examples above) of the Central Baltic OP programme;
 - v. Notify its partners immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the project;
10. Retain at all times for audit purposes all files, documents and data about the part of the project for which it is responsible on customary data storage media in a safe and orderly manner until 31.12.2025. Other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected.
11. Produce and conserve all documents required for audit purposes by AA, especially provide necessary information and give access to its business premises to all relevant authorised audit bodies.
12. Provide independent evaluators carrying out the Central Baltic OP programme evaluation any document or information necessary to assist with the evaluation (The evaluations are carried as set out in the EU Structural Fund Regulations).
13. Maintain and update a list of bodies responsible within the LP/PPs organisations for the Audit Trail archives (and in case of outsourced/sub-contracted financial or project management the external bodies).
14. Authorise by other Project Partners any request for amendment of the Subsidy Contract to the MA by the LP.

2. Obligations and duties of PPs

Each partner shall accept the following duties and obligations:

1. Appoint a Project Coordinator to be the responsible actor and give the Project Coordinator the authority to represent the partner in the project and to take the necessary decisions for the PPs regarding the implementation of the project in accordance with instructions of the Programme Manual, Subsidy Contract, guidelines from JTS and practical guidelines.
2. Implement the part of the project for which it is responsible in due time according to the approved AF (WPs) and respective milestone (also defined in more detail in Annex 4).

3. Participate in the work of the Project's Steering Group set up by the LP (*Cf. Annex 6*).
4. Support the LP in drawing up the PR/PC, the Interim and Final report by providing the required data on time following the reporting instructions set in the Programme Manual and other reporting instructions in accordance with the Subsidy Contract especially ensuring the conduct of the FLC process as instructed in the Programme Manual and *Practical Guide on reporting* and in accordance with the Subsidy Contract.
5. Notify the LP immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the project.
6. Produce and conserve all documents required for audit purposes by AA, especially provide necessary information and give access to its business premises to all relevant authorised audit bodies.
7. Retain for audit purposes all files, documents and data about the part of the project for which it is responsible on customary data storage media in a safe and orderly manner until 31.12.2025.
8. Provide the independent assessors carrying out the Central Baltic OP project evaluation with any document or information necessary to assist with the process.
9. Respect all rules and obligations laid down in the Subsidy Contract between MA and LP setting responsibilities also on PPs.
10. React promptly to any request by the JTS of the Central Baltic OP and in relevant cases the MA, CA and AA.

Article 4

Liability

The liabilities of the LP/PPs are based on §5 of the Subsidy Contract taking into account that:

1. The LP/PPs shall be held responsible for any violations of the conditions, duties and obligations set out in this Agreement and its Annexes.
2. The LP/PPs shall not be held liable for not complying with obligations of this Agreement in case of *force majeure*. In such a case, the partner involved must inform the LP in written without any delay. In case the LP fails to meet its obligations it must inform other project partners without any delay.
3. There shall be no joint liability between the parties.
4. Each partner shall be solely liable for the use of its share of the ERDF funding and shall be solely liable towards the MA of the Central Baltic OP and/or LP in case it has not used its share of the funding in accordance with this Agreement or has misused the same.
5. Each party's liability towards the other partners collectively shall not exceed its share of the funding.
6. No partner shall be liable for any indirect damage or consequential losses. Each partner shall be solely liable for the damage it causes to third parties. Subject to Article 14 and in respect of any information or materials (incl. results and outcomes) supplied by a partner to another

partner under the project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties and the the recipient shall in any case be entirely responsible for the use to which it puts such information or materials.

7. The limitations of liability shall not be applicable in case a partner has caused damage by gross negligence or wilful misconduct.
8. The excluded partner is obliged to refund to the LP any programme funds received which it cannot prove on the day of exclusion that they were used for the implementation of the project according to the approved AF and eligibility rules of expenditure in cases where for instance the auditing bodies have found ineligible cost items. The excluded partner shall continue to grant rights to the project results to other partners as if it had remained a partner for the whole duration of the project. The remaining partners shall enter into negotiations rights and obligations of the excluded partner concerning the results of the project and deliverables. The partners make all reasonable efforts to solve the eventual discussions in amicable manner and fix the duties of the excluded partner.

Article 5

Budget details and Payment Forecast by LP/PP

Budgetary and financial management, accounting principles

1. The LP is the solely responsible party to the MA of the Central Baltic OP for the budgetary and financial management of the project. The LP shall be responsible for the ERDF payments to its partners as well as for an application for budget changes/reallocation between budget lines on project level. For each PR/PC following the payment of programme funds to the LP, the LP shall transfer immediately the sums assigned to each partner. No deduction, retention or further specific charges shall be made.
2. The LP must ensure the correctness of the accounting and financial reports and documents drawn up by the partners in accordance with the reporting instructions. The LP may request further information, documentation and evidence from the partners in case needed.
3. Each partner shall be held responsible for its own budget up to the amount as to which the partner participates in the project as stated in the co-financing statements.
4. The project partners commit themselves to respect the budget by budget line and milestones and payment forecast by partner according to the table in Annex V of this Agreement.
5. Each partner keeps separate accounting system solely used for the project. The accounts shall provide the necessary detailed financial information (total expenditure and income) in Euros (EUR; €) related to the project (In case of countries outside EURO-zone, see below).
6. The LP/PPs conduct the project reporting (PR/PC, Interim and Final Reports) in accordance with the instructions set out in the Programme Manual, *Practical Guide on reporting* and as defined in the Subsidy Contract.
7. For partners located outside the EURO -zone, the LP and the partners agree to use the exchange rate definition as defined in the Programme Manual.

8. Planned or occurred total costs by budget lines in other currencies have to be converted according to the method set out in the Programme Manual. Likewise the ERDF funding is paid out to the LP and LP forwards to the project partners in Euros only. LP/PPs will borne the exchange risk fully.

Article 6

Changes in the approved Application including the budget

1. Before applying for reallocation of project budget (the budget in the approved AF) from one budget line to another or partner to another or changes in the planned activities in accordance with the instruction of the Programme Manual and in accordance with the Subsidy Contract, the LP shall obtain the approval of its partners. The LP may set up a deadline for the PPs for the approval of these modifications taking into account the work practises of the Projects Steering Group so that beyond the given deadline if no information is received, the modification is considered to be approved by the partners.

Article 7

Progress Reports/Payment Claims (PR/PC)

1. The LP/PPs agree on the practical reporting procedure to be conducted during the project implementation. Each PP provides the LP with the information needed to draw up PR/PC and other specific documents required by the MA/JTS of the Central Baltic OP in accordance with the instructions laid down in the Programme Manual.
2. The LP shall systematically archive as well as send each partner the necessary copies of the PR/PC submitted to the JTS of the Central Baltic OP programme and keep the partners informed on a regular basis of all relevant communication with the bodies implementing the programme.
3. The PP is obliged to have its partner's Payment Claim to the LP certified by the national FLC in compliance with the country specific control requirements as instructed. Partners located in Finland have to submit the partner Payment Claim including the DVEE, Control Report to LP.
4. The LP furthermore ensures that the LP FLC verifies that the FLC by each partner has taken place as instructed by the MA/JTS.
5. The LP ensures that the co-financing rate of each PP has been taken into account during the payment procedure of the ERDF financing to PPs allowing correct allocation of ERDF financing to each PP.

Article 8

Information and publicity measures

1. The LP/PPs will implement jointly a communication and dissemination plan as instructed in the Programme Manual and Communication Guide ensuring adequate promotion of the project and its results towards potential beneficiaries, project stakeholders and the general public.
2. Publication of the project outcomes or results in printed or electronic format during the project will be discussed by LP. To ensure the eligibility, following the publicity

rules and other aspects, publications, a partner wishing to publish will send the publications for approval to LP.

3. A partner shall not publish results or outcomes of the project or existing background information that belong to another partner, even if such result or outcome of the project or existing background information is amalgamated with the partner's results or outcomes of the project, without the other partner's prior written approval. For the avoidance of doubt, the mere absence of an objection is not considered as an approval.
4. Any information and publicity measures must specify that the project has received a subsidy from the programme funds as set out in the Programme Manual and Communication Guide in accordance with the Commission Regulation (EC) No 1828/2006 (in particular articles 8 and 9) relating to information and publicity measures concerning assistance from the Structural Funds.
5. Furthermore, it must be clearly stated that the project has been co-financed by ERDF Fund through the Central Baltic OP in addition to using the **European flag and programme logo and slogan**.
6. The partners agree that the MA/JTS shall be authorised in the framework of the Central Baltic OP programme to publish in whatever form and by whatever media, including the internet, the following information:
 - The name of the project;
 - The name of the LP/PPs;
 - The purpose of the subsidy;
 - The amount of granted ERDF funding and the total budget of the project;
 - The geographical location of the project;
 - The information of the progress reports and the Interim/Final report;

The LP is obliged to inform the JTS on possible sensitive/confidential (e.g. business or personnel related) issues that cannot be published.

7. The LP/PPs agree to include in the PR/PC, Interim and Final Reports information on publicity and information events and the partners furthermore authorise the MA/JTS and the EC to use this material to showcase how the subsidy is used.

Article 9 **Confidentiality**

1. Although the nature of the implementation of the project is public, part of the information exchanged between the JTS and programme bodies (MA, CA and AA) and LP/PPs or between LP and PPs may be confidential. Only documents and other elements explicitly provided with the statement "confidential" shall be regarded as such taking into account the relevant EU and national legislation. The confidentiality obligations remain in force until December 31, 2018.
2. The LP/PPs commit to take measures to ensure that all staff members carrying out the work respect the confidential nature of such information, and do not disseminate it, pass it on to third parties or use it for any other purpose than the purpose it was disclosed for without prior written consent of the owing partner that provided the information taking into account the relevant EU and national legislation. The receiving partners shall remain liable for acts and obligation of their staff members concerning

the confidential information. Confidential information may be disclosed only to members of the staff only on a strict need-to-know basis.

3. The LP/PPs agree to commit themselves to respect publicity rules regarding the results of the project in relevant cases taking into account the relevant EU and national legislation and the stipulations of the Subsidy Contract.

Article 10

Cooperation with third parties, delegation and outsourcing

1. In the event of cooperation with third parties, of the delegation of part of the activities or of outsourcing, the partners shall remain the sole responsible parties to the LP and through the latter to the bodies implementing the programme concerning compliance with their obligations by virtue of the conditions set forth in this Agreement including its Annexes.
2. The PPs shall inform the LP beforehand about the subject and party of any contract planned with a third party. The contract documentation and tendering conditions will be communicated to the LP for approval before the implementation.
3. For the outsourcing of activities co-financed by the Central Baltic OP the LP and the partners shall comply with the European and national public procurement rules.

Article 11

Assignment, legal succession

1. Neither the LP nor the partners are allowed to assign their duties and rights under this Agreement without the prior consent of the other parties to this Agreement.
2. The parties to this Agreement are aware of the provisions of the Subsidy Contract where upon the LP is allowed to assign its duties and rights as laid down in the Subsidy Contract only after prior written consent of the MA and the Steering Committee of the respective sub-programme.

Article 12

Non-fulfilment of obligations or delay

1. Each PP is obliged to promptly inform the LP and to provide the latter with all necessary details should there be events that could jeopardise the implementation of the project.
2. Should one of the partners be temporarily unable to comply with its responsibilities, the LP and PP shall agree on suitable and functional arrangements to ensure the fluent continuation of the project implementation. The LP will guarantee reasonable time for the PP to fulfil its obligations. The LP is committed to inform the JTS on non-compliance of the PP responsibilities. LP will contact PSG for recommendations.
3. Should the non-fulfilment of obligations continue, the LP may decide to exclude the partner concerned from the project but only with the official approval of the MA/JTS. The MA/JTS of the Central Baltic OP programme shall be informed immediately if the LP intends to exclude a partner from the project.

4. The excluded PP is obliged to refund to the LP any programme funds received which it cannot prove on the day of exclusion that they were used for the implementation of the project according to the approved AF and eligibility rules of expenditure in cases where for instance the auditing bodies have found ineligible cost items.

Article 13

Demand for repayment by the Certifying Authority (CA)

1. Should the CA of the Central Baltic OP in accordance with the provisions of the Subsidy Contract, demand repayment from the LP of subsidy already transferred, each partner is obliged to transfer its portion of the repayment amount to the Lead Partner. There shall be no joint liability between the LP and PP. The LP shall, without delay, submit the *order of recovery* by which the CA has asserted the repayment claim to each partner with the amount repayable and notify the CA on receiving the *order of recovery*. The LP is obliged to conduct the repayment without any delay after CA letter has been registered by the LP organisation. In case the amount repayable shall be subject to interest, the interest rate will be determined in accordance with the provisions of the Subsidy Contract and would be applied to each partner.

Article 14

Ownership rights between LP/PPs

1. The LP/PPs agree that the arrangements in ownerships, titles and industrial and intellectual property rights on the outputs of the projects are in accordance of the Subsidy Contract (§8). Nothing in this Agreement shall be construed as conferring rights to a partner to use in advertising, publicity or otherwise the name of another partner or any of their logos or trademarks without their prior written approval.
2. LP/PPs agree according to the project specific needs on the ownership and publicity issues of the results and outcomes of the project in accordance with the Subsidy Contract (§8) and the deliverables specified in its Annex (AF) as follows

(A) The deliverables of the project include the following:

- New software components published by the partners (WP2);
- Mobilizing existing observation and collection data from the public sources, to offer multilingual textual and graphic online representations of the data, including trans-boundary distribution maps (WP2);
- Outreach events and related online publications (WP3).

(B) The conditions of use the deliverables are as follows:

- The software and its source code published with the support of the project, including instructive documentation produced by the partners, will be made available and licensed under GNU Public License;
- Access to the online data representations shall be free and the online data representations shall be made available freely to public;
- The participation in outreach events shall be free for the partners and public.

(C) In case of planning any contracts with third parties not specified in Article 14A,B, and in all cases where a PP is willing to apply any restrictions to certain aspects of the project deliverables, PPs will negotiate on the conditions of sharing the deliverables and are advised to consult LP for the eligibility and intellectual property rights on case by case basis. All drafts of Agreements with third parties will be sent for approval to LP.

3. The partners agree that the terms concerning the maintenance and update of the software shall be agreed upon in writing by all of the partners prior the termination of the project. Each partner commits itself to negotiate the terms of the maintenance and update of the software.

Article 15
Generation of revenues and income

1. The LP/PPs agree to take necessary actions to guarantee the compliance with the relevant EU as well as national legislation in accordance with the Subsidy Contract (§9) in case revenues are generated by LP/PPs in accordance with the stipulations of the Subsidy Contract after the closure of the project implementation.
2. The LP/PP agree to report any income generated by project activities and as a consequence to reduce proportionately the ERDF co-financing in accordance with the Subsidy Contract (§4). Eventual revenues of all parties will be deduced from the payment claims. In case PP will be responsible for revenues between January 1, 2014 and December 31, 2018, that will result in repayment claims by FLC, JTS or auditing organizations. PP will repay these sums to LP within 30 calendar days from receiving the notice. LP will forward the repayment to JTS without delay. In case these procedures lead to additional handling, interest or other costs to LP, PP will reimburse these costs to LP.

Article 16
Disputes between partners

1. In case of any disputes among LP/PPs, the project partners are obliged to work towards an amicable settlement.
2. In the case amicable settlement is not possible the dispute will be finally decided in accordance with the jurisdiction of the country where the LP is located.
3. Estonian law shall be applied. The place of jurisdiction is Tartu County Court.

Article 17
Concluding Provisions

1. *Working languages*

The official working language of this Partnership is English and all official correspondence between the LP/PPs and towards JTS as well as MA, CA and AA is conducted in English. The project outputs and deliverables will be in English, Finnish, Swedish and Estonian.

2. *Nullity*

If any provision in this Agreement should be fully or partly ineffective, the parties to this Agreement agree to undertake all necessary actions to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the original provision.

3. Amendment of the Agreement

This Agreement shall only be amended in writing signed by all parties involved.

Modifications to the project (e.g. concerning activities, time schedule or budget) that have been approved by the project's Steering Group and MA/JTS can be carried out without amending the Agreement.

4. No representation, partnership or agency

The LP and PPs shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the LP and PPs.

5. Legal Address of the LP/PPs

Any change of legal address by the PPs as indicated in the AF shall be notified to the LP by registered mail without any delay but at the latest within 15 days following the change of address. The LP in turn will without delay inform the JTS.

Concluded at Tartu, 12.06.2012

Signatures:

**Lead Partner: University of Tartu,
represented by Dr. Kristjan Haller, Vice Rector for Research**

Signature

20.06.2012

Date

**Partner 2: University of Helsinki, Museum of Natural History [Finnish Mu-
seum of Natural History]**

represented by
Dr. Markku Oinonen
Vice Director
Finnish Museum of Natural History

Signature

14.6.2012

Date

Dr. Leif Schulman
Director
Finnish Museum of Natural History

Signature

12.6.2012

Date

**Partner 3: Swedish Museum of Natural History
represented by Per Ericson, Director of Science**

Signature

18.6.2012

Date

**Partner 4: Institute of Geology at Tallinn University of Technology
represented by Dr. Atko Heinsalu, Director.**

Signature

25.6.2012

Date

**Partner 5: Estonian University of Life Sciences
represented by Prof. Anne Luik, Vice Rector of Research**

Signature

20.06.2012

Date

Annexes:

- Annex 1: Application Form.
- Annex 2: Annex 6 (of the Application Form): Central Baltic INTERREG IVA project budget.
- Annex 3: Subsidy Contract.
- Annex 4: Detailed work plan by the LP/PPs (in accordance with the approved Application Form).
- Annex 5: Indicative payment forecast (in accordance with the approved Application Form).
- Annex 6: The Project Steering Group. Rules of Procedure.