

**Central Baltic**

**INTERREG IV A Programme 2007-2013**

**Cross-Border Co-operation Programme under**

**The European Territorial Co-operation Objective**

**Partnership Agreement**

**between the Lead Partner**

**and other Project Partners of the**

**Project**

***BALTICDIVERSITY - Towards transboundary access of nature observation data***



**(Partnership Agreement)[[1]](#footnote-1) model between Lead Partner and other Project Partners of the project co-financed by the Central Baltic INTERREG IV A Programme 2007-2013**

**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 [*relevant countries*]

● 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, “The Partnership Agreement”, whereupon partners in an 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 transboundary 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**

**Represented by** **Dr. Kristjan Haller, Vice Rector for Research**

Approved total ERDF contribution: **€ 300 000**

Amount of national co-financing : **€ 100 000**

Approved LP budget: **€ 400 000**

**OTHER PROJECT PARTNERS (PPs)**

2. **University of Helsinki, Museum of Natural History**

**Yliopistonkatu 4, 00014 Helsinki, Finland**

Represented by:

Approved PP level ERDF contribution: **€ 277 500**

Amount of national co-financing : **€ 92 500**

Approved PP budget: **€ 370 000**

3. **Swedish Museum of Natural History**

**PO Box 50007, SE-10405 Stockholm, Sweden**

Represented by:

Approved PP level ERDF contribution: **€ 315 000**

Amount of national co-financing : **€ 105 000**

Approved PP budget: **€ 420 000**

1. **Institute of Geology at Tallinn University of Technology**

**Ehitajate tee 5, 19086 Tallinn, Estonia**

Represented by:

Approved PP level ERDF contribution: **€ 157 500**

Amount of national co-financing : **€ 52 500**

Approved PP budget: **€ 210 000**

2. **Estonian University of Life Sciences**

**Kreutzwaldi 1, 51014 Tartu, Estonia**

Represented by:

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 approved AF (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[[2]](#footnote-2)** by the LP/PPs (in accordance with the approved AF)
* Payment forecast[[3]](#footnote-3) (in accordance with the approved AF)

1. The annexes are considered to be an integral part of this agreement.
2. This agreement enters into force on 01.05.2011. The agreement is in force until the last ERDF payment has been succesfully transferred to the PPs by the LP and the **PPs have successfully received it**.

**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 other PPs 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).

*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:

* 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)
* start and implement the project together with other PPs in accordance with the approved AF and Subsidy Contract
* Set up and coordinate the work of the Project Steering Group in accordance with instructions of the Programme Manual and Subsidy Contract
* 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
* compile and present PR/PC including Interim and Final reports to the Joint Technical Secretariat (JTS) of the Central Baltic OP programme, as defined in the Programme Manual, *Practical Guide on reporting* and Subsidy Contract
* receive payments from the CA of the Central Baltic OP programme
* 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.
* 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 underspending 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.
* ensure an efficient internal management and control system i.e.:

1. conduct the overall financial management of the Project
2. carry out the project's overall accounting
3. 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)
4. 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
5. notify its partners immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the project

* 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
* 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
* 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)
* maintain and update a list of bodies responsible within the LP/PP organisations for the Audit Trail archives (and in case of outsourced/sub-contracted financial or project management the external bodies)
* Authorise by other Project Partners any request for amendment of the Subsidy Contract to the MA by the LP.

1. *Obligations and duties of other PPs*

Each partner shall accept the following duties and obligations:

* 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 PP regarding the implementation of the project
* 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)
* Participate in the work of the Project’s Steering Group set up by the LP
* 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
* notify the LP immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the project
* 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
* 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
* provide the independent assessors carrying out the Central Baltic OP project evaluation with any document or information necessary to assist with the process
* respect all rules and obligations laid down in the Subsidy Contract between MA and LP setting responsibilities also on PPs

* 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**

1. The liabilities of the LP/PPs are based on §5 of the Subsidy Contract taking into account that:
2. The LP/PPs shall be held responsible for any violations of the conditions, duties and obligations set out in this agreement and its annexes.
3. The LP/PP 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 it’s obligations it must inform other project partners without any delay**

*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).

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.

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

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/PP 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 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 partners are obliged to have their 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/Åland, Latvia and Sweden have to submit the partner Payment Claim including the DVEE, Control Report to LP whereas for partners located in Estonia, the national FLC will send the report materials directly 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.
6. LP/PP clearly acknowledge that the project has to respect the average ERDF grant rate defined for the project and individual project partners and has to be aware that imbalanced spending within the project partnership may lead to reduction of support of those partners causing the imbalance.

*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. 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.
3. 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.**
4. 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.

1. 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.
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 partner institution that provided the information taking into account the relevant EU and national legislation. The LP and PPs 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 LP shall be informed by the partners about the subject and party of any contract concluded with a third party.
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 whereupon 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 functionable arrangements to ensure the fluent continuation of the project implementation. The LP will guarantee reasonable time for the PP to fulfill its obligations. The LP is committed to inform the JTS on non-compliance of the PP responsibilities.
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 PPs. 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).
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) as follows:

* *(to be determined by the LP/PPs)*
* *(to be determined by the LP/PPs)*
* *(to be determined by the LP/PPs)*
* *(to be determined by the LP/PPs)*
* *etc.*

*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).

*Article 16*

**Disputes between partners**

In case of any disputes among LP/PPs, the project partners are obliged to work towards an amicable settlement.

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.

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

1. *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.

1. *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.

1. *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.

1. *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 .......... [Date, place]

Signatures

**University of Tartu**

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**University of Helsinki, Museum of Natural History**

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**Swedish Museum of Natural History**

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**Institute of Geology at Tallinn University of Technology**

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**Estonian University of Life Sciences**

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Signature Date

Annexes:

Annex I: Application Form

Annex II: Annex 6 of the Application Form

Annex III: Subsidy Contract

Annex IV. Detailed **Work Plan** by the LP/PPs (in accordance with the approved AF)

Annex V: Payment forecast (in accordance with the approved AF)

1. **This document serves as an example only. It must be negotiated between partners and tailored to the partnership's individual needs. There is no guarantee and no liability for completeness, correctness, up-to-dateness and full compatibility** **with EU and national law. The MA, CA, AA or JTS are not parties to this agreement and bear no legal responsibilities on the basis of this contract towards LP/PPs or third parties.** [↑](#footnote-ref-1)
2. The Work Plan clearly documents the responsibilities of the LP/PP in the implementation [↑](#footnote-ref-2)
3. 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. [↑](#footnote-ref-3)