

September 10, 2018

PARTNERSHIP AGREEMENT CHEKLIST TO KOLARCTIC CBC PROJECTS

The following things are to be taken into account when making a Partnership Agreement about a Kolarctic CBC project. This list is indicative, the organisations may use their own contract templates for international projects.

1. Mandatory content of the Partnership Agreement

Information about legislative requirements is written in *Italics*.

- Full name and addresses of each partner taking part in the project and their legal status
- Subject of the Partnership Agreement
- Compliance with Programme legal basis: Regulation (EC) No 232/2014 of the European Parliament and of the Council of 11 March 2014 (ENI Regulation); Commission Implementing Regulation (EC) No 897/2014 of 18 August 2014 (CBC IR) and Joint Programme Document (JOP) approved by EC on December 18, 2015 C(2015)9190.
- The LP and the Partners are obliged to to comply with the applicable rules and legislation listed above
- Duration of the Partnership Agreement:
 - date of entry into force, (not later than the Grant Contract signature date),
 - date of expiring

In defining the duration of the Partnership Agreement, the partners should take into account the following timelines and milestones:

According to archiving requirements set in the Commission Implementing Regulation (EC) No 897/2014 of 18 August 2014 (CBC IR), the project partners must archive the project documents until five years after the balance payment to the programme. An estimated archiving period is until the end of 2030.

The execution period of a project ends to the final payment or 18 months after the end date (earliest of these).

The implementation period from start date to end date of the project. Here the partners can refer to the Grant Contract that is later going to be signed between the LP and the MA.

- **Roles and responsibilities of the Lead Partner and Partners**

The projects vary in how detailed this part must be and how it is formulated. In short, it depends on the project content. Below are some facts that the parts should take into account when drawing up their Partnership Agreement.

Roles

In defining the roles, take into account that according to ENI legislation, the Lead Partner receives financing from the MA and re-pays financing. It is also the Lead Partner who has the main responsibility to communicate with the MA about the project.

Role of the Partner is to co-operate, and implement project activities according to the planned division of tasks between the partners

Responsibilities

In defining the roles, take into account that according to ENI legislation:

The Lead Partner has an overall responsibility of the project.

The Partner is responsible for its own costs.

The Partner is responsible for informing the LP if there is a need for changes in the project.

Commitment to follow programme regulations in recording, reporting and verification of the costs.

Other possible responsibilities of a Partner:

-follow up responsibilities, information / communication responsibilities, responsible for requesting payments of national co-financing

Rights

The Lead Partner has the right not to accept non-verified expenditures.

The Partner has the right to receive payment in full and in time

- Method of decision making and communication in partnership (including steering group, correspondence, confidentiality, languages etc.)
- Procedures in case of non-fulfilment of obligations, delay, withdrawal
- Modifications and termination of the agreement
- Dispute Resolution

2. Other content of the Partnership Agreement

The following things are worth considering in a Partnership Agreement, and involving them is up to the LP and Partners. Depending on the project plan, they may be needed.

- Budget and Payments, including:
 - total value of the project,
 - partner budgets,
 - partners' own contribution,
- Exceptional payment arrangement from MA, e.g. in the case of the Swedish LP the Russian co-financing is paid direct to one of the Russian partners.
- Revenue generation
- Description of the cooperation with external entities (e.g. MA, subcontractors etc.)
- Procedures in case of recovery of the funds (MA will recover the funds from the LP, the partner shall pay the amount to the LP)
- Collecting personal data (natural persons)
- Recording, storage, transfer > How to take into account the General Data Protection Regulations
- Assignment, legal succession (including intellectual property, etc)
- ownership and use of the project results
- sustainability rule for infrastructure investments for 5 years, who will cover the costs of maintenance after the project has ended
- change of the partner
- Applicable law