## Annex 3

## PARTNERSHIP AGREEMENT (SAMPLE)

**FOR THE IMPLEMENTATION OF PROJECT FROM THE NORWEGIAN FINANCIAL MECHANISM**

**UPON APPLYING FOR AND USING THE GRANT**

\_\_\_\_\_\_\_\_\_\_*/place/* “\_\_\_” \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_(year).

**\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter “**Applicant**”) person having the right of representation *(name the basis)* \_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter “**Project Partner 1**”) person having the right of representation *(name the basis)* \_\_\_\_\_\_\_\_\_\_ ,

\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter “**Project Partner 2**”) person having the right of representation *(name the basis)* \_\_\_\_\_\_\_\_\_\_ ,

hereinafter individually or collectively also referred to as “**Applicant**” / “**Project partner**” or “**Project partners**” or “**Parties**”,

based on the project’s objective */comment: name the project’s objectives/*:

* *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
* *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

for the implementation of which the Applicant applies for a grant from Enterprise Estonia (hereinafter **“Enterprise Estonia”**) from the programme funded by the Norwegian Financial Mechanism – **Estonian – Norwegian** c**ooperation programme “Green ICT”** (hereinafter **“Programme”**),

have entered into this cooperation agreement (hereinafter “**Agreement**”) to carry out the project under the conditions established below:

1. **General provisions**
   1. This Agreement establishes binding cooperation principles to carry out project “*\_\_\_\_\_\_\_\_\_\_\_\_”* (hereinafter “**Project**”) (hereinafter “**Objective of the Agreement**”):
   2. Based on this Agreement, the Project partners are obligated to perform acts, carry out work, and cover costs agreed to achieve the objectives of the Agreement and perform the Agreement.
   3. Upon performing the Agreement, the Parties are guided by this Agreement, the Documents of the Agreement provided in clause 3 of the Agreement, and the Programme documents in case of issues not regulated in the Agreement, and legislation in force in the Republic of Estonia.
   4. By concluding this Agreement, other partners authorise the Applicant to apply for a grant on behalf of them as part of the Programme, submit the required data and documents to Enterprise Estonia, and perform other obligations provided in the Documents of the Agreement on behalf of the project partner.
   5. */If intellectual property is creates as part of the project, the division of intellectual property among those participating in the project / generally, intellectual property should be divided equally based on partner’s contribution. /*
2. **Entry into force and term of the contract**
   1. The Agreement enters into force from the moment of signing by the project partners and is binding on the partners provided that the application of the Programme application is approved, and Enterprise Estonia concludes the project contract with the Applicant.
   2. The Agreement is valid until the objectives of the Agreement are achieved and the obligations arising from the Agreement are performed.
3. **Documents of the Agreement**
   1. The performance of the Agreement is based on, and as part of the Agreement, the Parties are obligated to comply with the requirements and obligations arising from the following documents (hereinafter “**Documents of the Agreement**”), and in case of any conflicts between the Documents of the Agreement, their order of competence is the following from the most important one:
      1. Agreement between the Kingdom of Norway and the European Union on a Norwegian Financial Mechanism for the period 2014–2016, concluded on 28 May 2016;
      2. “Implementing Regulation of a Norwegian Financial Mechanism” adopted by the Norwegian Ministry of Foreign Affairs on 23 September 2016;
      3. Memorandum of Understanding between the Republic of Estonia and the Kingdom of Norway on the implementation of a Norwegian Financial Mechanism for the period 2014–2020 concluded on 9 May 2017;
      4. Programme Agreement between the Estonian Ministry of Finance and the Kingdom of Norway concluded on 26 April 2018 and its Annexes;
      5. Regulation of the Government of the Republic “Conditions and Procedure for applying and using the funds from the financial mechanism of the European Economic Area and the financial mechanism of Norway from 2014–2021”;
      6. Approved by the Management Board of Enterprise Estonia – Programme procedure of the Norway Grants programme “Green ICT” and its Annexes;
      7. A resolution of the Management Board of Enterprise Estonia on the approval of the application submitted by the Applicant and its Annexes;
      8. This Agreement and its Annexes;
      9. An application submitted to Enterprise Estonia by the Applicant and its Annexes;
      10. The project contract to be concluded by the Applicant.
   2. A reference to the Agreement also covers the Documents of the Agreement, unless otherwise established in the wording or content of a specific clause of this Agreement.
4. **Cooperation principles**

The project partners agreed to make every effort to achieve the objectives of the Project.

* 1. The obligations of the partners in carrying out the Project:
     1. Applicant is obligated to carry out the following activities: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
     2. Project partner 2 is obligated to carry out the following activities: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
     3. Project partner 3 is obligated to carry out the following activities: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  2. Total project budget is \_\_\_\_\_\_\_\_\_\_\_\_\_\_ euros and the financing sources are the following:
     1. Grant applied from the programme in the amount of \_\_\_\_\_\_\_\_\_\_\_\_ euros;
     2. Own contribution of the applicant in the amount of \_\_\_\_\_\_\_\_\_\_ euros;
     3. Co-financing of project partner 1 in the amount of \_\_\_\_\_\_\_\_\_ euros;
     4. Co-financing of project partner 2 in the amount of \_\_\_\_\_\_\_\_\_ euros;
     5. Co-financing of project partner 3 in the amount of \_\_\_\_\_\_\_\_\_ euros;
  3. Project financing is used as follows:
     1. The grant and own contribution and co-financing can only be used to cover eligible costs established in the Programme procedure according to the conditions set out in the project contract and the Programme procedure.
     2. */Add list of methods for using the grant and co-financing, and who contributes for project activities/*
  4. Project partners cover the project-related costs themselves by using bank transfers to make payments.
  5. The eligible costs of the project partners are compensated by Enterprise Estonia to the bank account after the payment application has been approved by the Applicant.
  6. The applicant is obligated to transfer the share of costs made by the project partner to the project partner’s bank account within a reasonable period of time after Enterprise Estonia has made the payment to Project Promoter.
  7. In case of Norwegian partner who use Norwegian krone for project payments, all costs shall be converted into euros in the amounts of expenditure incurred in their national currency. This amount is converted into euro using the monthly accounting exchange rate of the European Commission (<http://ec.europa.eu/budget/graphs/inforeuro.html>) according to the month during which the expenditure was submitted to Enterprise Estonia. Enterprise Estonia is not responsible for losses resulting from exchange rate fluctuations and exchange loss is not eligible from the project costs.

1. **Obligations of project partners**

Upon receiving a grant, the Project partners are obligated:

* 1. to ensure own contribution or co-financing to the minimum extent provided in the Contract;
  2. to carry out the project according to the terms and conditions fixed in the application, the project contract, and the Agreement;
  3. to use the grant and own contribution and co-financing according to the objective of the Agreement and in compliance with the grant application, the decision to approve the application, the Programme procedure, and the project contract;
  4. to bear eligible costs related to the project during the eligibility period of the project;
  5. applicant is obligated to prepare the project reports according to the conditions and forms established in the project contract, and other project partners and obligated to give the required information and documents to the Applicant, if necessary.
  6. to immediately inform each other of circumstances that influence or may influence the performance of the Agreement and prevent the achievement of the objectives established in the Agreement;
  7. not to change the Project without informing and agreeing on changes with Enterprise Estonia first. The project partners have the right to change the project only after a previous agreement between all project partners and with the consent of Enterprise Estonia;
  8. to enable Enterprise Estonia to supervise the performance of the Project and the costs related to the Project, and provide comprehensive assistance to this end, including submit data to Enterprise Estonia in case of the corresponding claim and within the established time period, and allow persons who carry out supervision to be present in the rooms and on the territory related to the implementation of the Project;
  9. to provide assistance to quickly conduct control, audit, and supervision, and give all required data and documents to the person conducting the control within 3 (three) business days of receiving the corresponding notice;
  10. to make a clear distinction between the costs borne as part of the project and the expense receipts and payment documents reflecting these costs from other expense receipts and payment documents by means of a separate accounting system or codes according to the accounting practices established in the Accounting Act;
  11. to store the original documentation related to the performance of the application, grant, and project at least until 31 December 2030;
  12. to ensure that the costs borne as part of the project comply with the requirements of applicable legislation;
  13. to indicate while using the grant that this is a project funded from the Norwegian financial mechanisms;
  14. in case of a grant recovery claim, the project partner is obligated to pay this part of the claim, which has arisen from the project partner’s activities (if the costs borne by the project partner do not comply with the eligibility rules, etc.);
  15. to comply with all relevant national and European Union legislation.

1. **Liability of project partners**
   1. The project partners bear full proprietary liability for any material damage caused to the other project partners by failure to perform the obligations arising from the Agreement duly or at all.
   2. All project partners are liable for proper performance of the Agreement.
   3. In case of a claim to recover the grant, the repayment is the responsibility of the Applicant who has the right to claim the corresponding amount from the project partner, whose activity causes such claim to recovery.

1. **Communication between project partners**
   1. Any communication between the project partners in relation to the Agreement should be at least in the form that can be reproduced in writing (email), except in cases where such notices are informative and their forwarding to the other project partners has no legal consequences.
   2. An informative notice may be transferred by telephone.
2. **Final provisions**
   1. The project partners confirm that they have all the powers, consents, and approvals arising from the legislation for entering into the Agreement and performing the obligations arising therefrom.
   2. Entering into the Agreement does neither exceed nor violate:
      1. the competence of the project partners;
      2. any provisions of the law applicable to the project partner;
      3. any clause or obligations arising from the Agreement or other agreement applicable to the project partner;
      4. requirements of any judgments or court rulings made prior to entering into the Agreement and binding on the project partner.
   3. The Agreement establishes legitimate, valid, and binding obligations for the project partners in order to ensure that conditions of the Agreement are performed in a timely, appropriate, and comprehensive manner.
   4. The Agreement with its Annexes forms an integral and comprehensive agreement between the project partners, replacing all previous written or oral agreements between the same project partners.
   5. Any amendments and modifications to the Agreement enter into force upon their signing by the project partners at the moment of signing, or within the time limit established in writing by the project partners.
   6. The project partner is not allowed to transfer the rights and obligations arising from the Agreement to a third party without the prior written consent of the other project partners and Enterprise Estonia.
   7. The project partners are obligated to keep confidential information given from one project partner to another and refrain from disclosing this information to third persons without a previous written consent from the project partner who has disclosed such information.
   8. The project partners are obligated to behave in accordance with the principles of reasonableness and good faith. Any disagreements and disputes arising from the performance, interpretation, amendment or termination of the Agreement are resolved by the project partners through negotiations based on mutual understanding. In case of failure to reach an agreement, these are settled in Harju County Court based on the current legislation of the Republic of Estonia.

Annexes to the Agreement:

Annex 1. Completed grant application form and budget;

The Agreement has been prepared in three */according to the number of parties/* identical copies of equal legal force, of which each project partner receives one.

*Alternative: The Agreement has been signed digitally.*

**Project partner 1** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name /name, signature/

Registry code

Seat

Tel

Email

Account number

**Project partner 2** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name /name, signature/

Registry code

Seat/

Tel

Email

Account number

**Project partner 3** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name /name, signature/

Registry code

Seat

Tel

Email

Account number