**EXAMPLE OF PROVISIONS**

**IN TEMPUS PARTNERSHIP AGREEMENT**

**Формуємо варіант перекладу (1 файл) з попередньо перекладених частин.**

**Назву документа зберігаємо сталу.**

**Template Partnership Agreement**

**for**

**donor partnership projects**

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/Norwegian*] Financial Mechanism Programme [*Programme number and title*]**

**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.

PREAMBLE:

In general terms, it is recommended to include introductory provisions referring to the scope and objectives of the EEA/Norwegian Financial Mechanism Programme as well as the general aims of the Project, highlighting, if deemed appropriate, any background information that might be relevant to the partnership.

Since several provisions of the Partnership Agreement will make reference to the Programme (as defined and agreed upon in the Programme Agreement entered into between the National Focal Point and the Donor(s)) as well as to the Project (as agreed between the Programme Operator and the Project Promoter in the framework of the Project Contract), a definition of what is meant by both the Programme and the Project should be foreseen so as to ensure clear cross-references throughout the 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 [*in case of Annexes to the Agreement:*, as described and defined in Annex[*es*] [*number*] (hereinafter referred to as the [*specify the relevant documents: e.g. the “Terms of Reference” or “Work Plan” or “List of activities” and/or other*])].

As explained below under Article 3, the main activities to be carried out, in particular by the partner, including any activities of the promoter that the partner is dependent on for the performance of its tasks should be identified.

This could, for example, take the form of a work plan with indicative timings and budgets associated to the different activities, to be annexed to the Agreement. Where it is not possible to draw up a comprehensive work plan, a simple list of activities by the partner is still useful. Containing the list of activities in an Annex that can be reviewed on a regular basis and modified following a simplified procedure is considered beneficial.

2. The Parties shall act in accordance with the legal framework of the [EEA/Norwegian] Financial Mechanism 2014-2021, namely with the Regulation on the implementation of the [EEA/Norwegian] 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.

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.