

CIDADANIA ATIVA PROGRAMME

Partnership Agreement

Between

.....

and

.....

and

.....

and

.....

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IDENTIFICATION OF THE CONTRACTING PARTIES: -----

Between: -----

1. [redacted], (organization name) [redacted] (legal nature), tax identification number [redacted], with head office in [redacted], represented in this act by [redacted] (name(s)), as its [redacted] and in the use of legal powers for this act, hereinafter **1st Contracting Party or Promoter**; -----

and: -----

2. [redacted], (organization name) [redacted] (legal nature), tax identification number [redacted], with head office in [redacted], represented in this act by [redacted] (name(s)), as its [redacted] and in the use of legal powers for this act, hereinafter **2nd Contracting Party or Partner Entity**; -----

and: -----

3. [redacted], (organization name) [redacted] (legal nature), tax identification number [redacted], with head office in [redacted], represented in this act by [redacted] (name(s)), as its [redacted] e and in the use of legal powers for this act, hereinafter **3rd Contracting Party or Partner Entity**; -----

and: -----

4. _____, (organization name) _____ (legal nature), tax identification number _____, with head office in _____, represented in this act by _____ (name(s)), as its _____ and in the use of legal powers for this act, hereinafter **4th Contracting Party or Partner Entity**; -----

Together denominated as **Parties or Contracting Parties**; -----

PREAMBLE

Considering that: -----

- ❖ CGF has celebrated, in March of 2013, an agreement with the “Financial Mechanism Office of the European Free Trade Association” in order to implement, in Portugal, a Programme to support Non-Governmental Organisations (NGOs), which has earned the name “Cidadania Ativa Programme”; -----
- ❖ The Programme’s primary objective is to strengthen the development of civil society and its contribution to social justice, democracy and sustainable development; -----
- ❖ The Programme is also intended to encourage the establishment of partnerships between the Portuguese NGOs, and between them and public and private entities located in Portugal, the Beneficiaries States, the Donor States or with intergovernmental organisations; -----
- ❖ The Programme has approved a project whose implementation requires the establishment of a partnership between several entities jointly committed to its accomplishment; -----

The present Partnership Contract (henceforth referred to as Contract) is celebrated and mutually agreed upon, being ruled by the terms and conditions defined in the following clauses, and ancilarily, by the applicable legal dispositions: -----

CHAPTER I SUBJECT, NATURE, OBJETIVES AND DURATION

*** Clause One *** **(Subject and Nature)**

1. The present Contract’s subject is setting the terms and conditions concerning the establishment of a partnership between the Promoter and Partner Entity(ies), as well as the rights and obligations of each of the Contracting Parties, in order to execute the project identified in Clause Two (henceforth referred

to as Project) within the scope of the Cidadania Ativa Programme (henceforth referred to as Programme). -----

2. With the celebration of the present Contract, it is not intended that the Contracting Parties constitute an association or any other entity with a legal personality. -----

*** Clause Two ***
(Project Identification)

1. The above mentioned Project is called: (Name) -----
2. The Project falls within the following Field of Intervention of the Programme:
..... -----
3. The total cost of the Project is € (.....), being shared by parties in the following manner: -----
- a. ; -----
- b. ; -----
- c. ; -----
- d. ; -----
4. Only actions and expenditure incurred by parties typified in paragraph 1 of Article 7 and Article 15 of the Programme's Rules shall be co-financed by the Programme. -----
5. Actions co-financed by the Programme shall not generate direct income during the implementation phase of the Project. -----

*** Clause Three ***
(Components and Actions to be Developed)

1. The objectives to be accomplished by this Partnership require the combined effort of the complementary capabilities of the Contracting Parties which assume the joint responsibility for the full implementation of the Project. -----
2. In order to achieve the established objectives, the Contracting Parties agree to develop, in partnership, the components and actions laid down in the following numbers. -----
3. The **Promoter** shall undertake to develop the following components and actions: -----
- a. ; -----
- b. ; -----
- c. ; -----



- d. The components and actions that shall be undertaken by the **Promoter** correspond to the eligible amount of € (.....); -----
- e. The financial contribution of the Programme provided to the **Promoter** shall be at the most € (.....). -----

4. The **Second Contracting Party, Partner Entity** shall undertake to develop the following components and actions: -----

- a.; -----
- b.; -----
- c.; -----
- d. The components and actions that shall be undertaken by the **Second Contracting Party** correspond to the eligible amount of € (.....); -----
- e. The financial contribution of the Programme provided to the **Second Contracting Party** shall be at the most € (.....). -----

5. The **Third Contracting Party, Partner Entity** shall undertake to develop the following components and actions: -----

- a.; -----
- b.; -----
- c.; -----
- d. The components and actions that shall be undertaken by the **Third Contracting Party** correspond to the eligible amount of € (.....); -----
- e. The financial contribution of the Programme provided to the **Third Contracting Party** shall be at the most € (.....). -----

6. The **Fourth Contracting Party, Partner Entity** shall undertake to develop the following components and actions: -----

- a.; -----
- b.; -----
- c.; -----
- d. The components and actions that shall be undertaken by the **Fourth Contracting Party** correspond to the eligible amount of € (.....); -----
- e. The financial contribution of the Programme provided to the **Fourth Contracting Party** shall be at the most € (.....). -----

*** Clause Four ***
(Duration)

1. The present contract shall be in effect for the period of the implementation of the Project (between/...../..... and/...../.....) until the presentation of the Project's follow-up report, where appropriate, and may be extended if the Parties find it convenient to maintain the Partnership. -----
2. Without prejudice of the preceding number, the duties, responsibilities and obligations of the Contracting Parties towards the Programme will be maintained, in the terms and for the period of time defined in the respective Grant Contract. -----

CHAPTER II
BUDGET, PLAN AND OTHER FINANCIAL ISSUES

*** Clause Five ***
(Budget and Financial Plan)

The Contracting Parties agree to fulfil the detailed budget, including cost per component, as well as the respective financial plan and completion milestones, as defined in the Project's Grant Contract. -----

*** Clause Six ***
(Financial Contribution)

1. The financial contribution of the Contracting Parties to complete the project funding, in money or in kind (namely through volunteer work up to a maximum of 50% of the necessary contribution) shall be, in accordance with the financial plan: -----
 - a. **Promoter:** € (.....), being the contribution in volunteer work, if applicable, up to the amount of € (.....); -----
 - b. **Partner Entity, Second Contracting Party:** € (.....), being the contribution in volunteer work, if applicable, up to the amount of € (.....); -----
 - c. **Partner Entity, Third Contracting Party:** € (.....), being the contribution in volunteer work, if applicable, up to the amount of € (.....); -----
 - d. **Partner Entity, Fourth Contracting Party:** € (.....), being the contribution in volunteer work, if applicable, up to the amount of € (.....). -----



2. To calculate the value per hour of volunteer work for the purpose of contribution in kind (when applicable) the following formula is used: $VHTW = (NMW \times (1+TSU)) : 22 : 7$; -----

Where: -----

- VHTW = Value of hour of volunteer work; -----
- NMW = monthly 'national minimum wage', to which the value of social security contributions at the legal rate is added. -----

3. The deposit of the financial contribution shall be demonstrated by the bank extract associated with the Project. -----

*** Clause Seven ***
(Indirect Costs)

1. Indirect costs linked to the Project are eligible, calculated through the flat-rate method up to a limit of 15% of the eligible direct costs of the Project, calculated based on the pro-rata number of "men/hours" allocated to the Project compared to the total number of "men/hours" of each Partner Entity and Promoter.

2. Based on the abovementioned method, the maximum amount and percentages allocated to the indirect costs are as follows: -----

- a. Promoter : € (.....), %; -----
- b. Partner Entity, Second Contracting Party: € (.....), %; -----
- c. Partner Entity, Third Contracting Party: € (.....), %; -----
- d. Partner Entity, Fourth Contracting Party: € (.....), %; -----

3. Each of the Contracting Parties is responsible for justifying the amount and percentage to be used, in conformity with the detailed methodology published on the Programme's website – estimated cost method. -----

*** Clause Eight ***
(Advanced Payment and Reimbursements)

The Partner Entity(ies) are entitled to advanced payments and expense reimbursements, which shall be performed by the Promoter, considering the percentage of work previously distributed to those Partner Entities and the payments to be done by the CGF through its designated channels, in conformity with the rules of the Programme. -----

*** Clause Nine ***
(Monetary Unit)

1. The Contracting Parties agree that the monetary unit of the partnership is the Euro. -----
2. The official exchange rate (when applicable) shall be that of the last working day of the month prior to the liquidation of the expenditure. -----

*** Clause Ten ***
(Rules regarding Market Risk from Changes in Foreign Exchange)

All market risk from changes in foreign exchange shall be incurred to the Contracting Parties which present expenditure in foreign currency. -----

CHAPTER III
PROMOTER AND PARTNER ENTITY(IES)

*** Clause Eleven ***
(Promoter)

1. The leader of the partnership is the Promoter. -----
2. The Promoter's responsibilities as a leader of the partnership are: -----
 - a. General coordination of the Partnership; -----
 - b. Submission of payment requests regarding the eligible costs of the Partner Entity(ies); -----
 - c. Transfer the Partner Entity(ies) amounts using the bank account dedicated to the Project; -----
 - d. Ensure communication with the Programme Management Unit (PMU) about any issue related to the execution of the Project. -----
3. The Partner entity(ies) grant the Promoter the necessary powers which, on each case, are necessary to perform the aforementioned responsibilities, through a proper legal instrument. -----

*** Clause Twelve ***
(Partner Entity(ies) Obligation(s))

Without prejudice to all other obligations defined in this Contract, the Partner Entity(ies) agree to: -----

- a. Begin, with the Promoter, the implementation of the Project up to a maximum of 2 (two) months after the date of communication of the grant decision, under pain of having the grant decision revoked; -----

- b. Diligently execute the components/actions of the Project which are under their responsibility, in accordance with this Contract and its Annexes, and reach the goals or objectives set in the Project;
- c. Carry out all legal obligations in due time, such as the fiscal and social security obligations to which they are bound to; -----
- d. Fully comply, whenever applicable, with the legal requirements of public contracting; -----
- e. Provide, within the established timeframes, all elements which are requested by the Promoter or any of the competent authorities for monitoring, control and audit of the implementation of the Project; -----
- f. Communicate to the Promoter any alteration or occurrence which undermines any assumption considered for the approval of the Project or its execution; -----
- g. Maintain its legal nature as well as the legal conditions necessary for carrying out its activity; -----
- h. Maintain the Project's accounts organised; -----
- i. Not to use the assigned Project's grant for any other purpose or in any other way, in whole or in part, without prior permission from the Promoter and FCG; -----
- j. Maintain a duly organised folder within its facilities, containing all documents susceptible of confirming the information and statements given during the Project, as well as all expenditure documentation; this folder being maintained for a period of four years; -----
- k. Ensure that a stamp regarding the Programme's financing is placed in all the Project's original expenditure documents; -----
- l. Ensure the maintenance of the assumptions considered for the approval of the grant; -----
- m. Respect the rules regarding information and advertising defined for the Programme; -----
- n. Allow control and monitoring as defined by the Programme; -----
- o. Ensure, in general, the fulfilment of all obligations assumed by the Promoter in the Contract that shall be celebrated with CGF, for which all Partners are jointly responsible, acknowledging that those prevail over those that are part of the contracts celebrated amongst the Partners and/or with third parties, without jeopardizing the right of recourse between the Contracting Parties. -----

CHAPTER IV MONITORING AND CONTROL

*** Clause Thirteen *** **(Monitoring and Control of the Project)**

1. The Project's implementation shall be subject to monitoring by the Promoter, which supervises work progress and execution of expenditure, in order to achieve the goals and objectives agreed upon. -----
2. The monitoring consists of the analysis of the execution reports presented to the Promoter by the Partner Entity(ies), without prejudice to any direct contacts that the PMU may deem necessary in order to identify difficulties and obstacles to the Project's execution and to come to agreement regarding measures, actions or adjustments that will lead to a better performance and the attainment of the contracted objectives.-----
3. Without prejudice to the previous number, the Partner Entity(ies) shall cooperate in the production of the reports that the Promoter is obliged to present under the terms of the Grant Contract. -----
4. Projects are subject at all times, to the possibility of financial, physical and technical verification actions by the Promoter or, at its request, by the PMU.-----
5. The financial verification of the project is based on the expenditure documents presented by the Partner Entity(ies) to the Promoter and aims to confirm: -----
 - a. The legality of the expenditure documents registered in the expenditure statements; -----
 - b. The compliance of the actions taken with the objectives established in the application; -----
 - c. The full compliance with payment procedures, including proof of financial flows, appropriateness of respective date and validity of receipts; -----
 - d. A proper accounting of project expenses in accordance with applicable accounting standards; -----
 - e. The formality of stamping the Project's original expenditure documents, as well as their correct accounting treatment. -----
6. The verification of projects can be done at any stage of the process by the Promoter, on site or by request of a sample, whenever an occurrence of mandatory verification is identified or when there is reasonable doubt surrounding the circumstances of the physical or financial implementation of the project.-----
7. The Promoter and Partner Entities must grant access to the PMU Programme's auditors, or any other entities which are legally enabled to do so, such as those mentioned in Chapter Ten of the Regulation on the Implementation of the European Economic Area Financial Mechanism 2009-2014, directly or through entities designated by them.-----

CHAPTER V CONTRACTUAL VICISSITUDES

*** Clause Fourteen *** **(Fortuitous Events and Force Majeure)**

1. The obligations arising from this Contract shall be suspended whenever their fulfilment are not possible because of the occurrence of a fortuitous or force majeure event, as legally defined, being the Party unable to fulfil its obligations obliged to inform the other Party of this fact in writing, within 2 (two) working days, as well as the foreseen date in which the fortuitous or of force majeure situation will be normalized.-----
2. For the purposes of the previous number, only those contractual obligations which a Party is completely unable to fulfil because of fortuitous events or force majeure are suspended, leaving all remaining obligations unchanged and in full force.-----
3. Cases of force majeure are those that, not being foreseeable or surmountable, produce an effect regardless of the Parties' will. Namely, force majeure cases can be: natural phenomena or disasters, epidemics, governmental restrictions, wars, revolutions, acts of piracy or sabotage, labour strikes and occupation of manufacturing facilities. -----

*** Clause Fifteen *** **(Cession of Contractual Position – Transmission of Rights and Obligations)**

1. The cession of the Promoter's and/or of the Partner Entity(ies) contractual position can only take place for reasons duly justified and after authorization by the CGF.-----
2. The CGF may, at any moment, yield its position to a third party, namely to the Financial Mechanism Office of the European Free Trade Association or to a Person or Entity designated by it, cession to which the Promoter gives its unconditional consent.-----
3. In case of cession of the agreement between the Financial Mechanism Office of the European Free Trade Association, regardless of the reason, the rights and obligations of the CGF which result from the present Contract are transmitted automatically to that Office or to the Person or Entity designated by it, leaving the Promoter legally bound before that Person or Entity in the same legal manner as previously with the CGF.-----

*** Clause Sixteen *** **(Contractual Amendments)**

This Contract constitutes the set of terms and conditions which the Contracting Parties have agreed to regarding the matters under its scope, which may not be amended or modified without a written consent by both Parties, in the form of an Amendment to the present Contract, upon acknowledgment and consent by the CGF, through its designated channels. -----

*** Clause Seventeen ***
(Non Exercise of Rights)

The non exercise (total or partial) of the rights and powers arising from this Contract, by any of the Contracting Parties, in no event may signify a waiver of such rights or powers or lead to their termination; the same shall keep valid and effective notwithstanding that non-exercise. -----

*** Clause Eighteen ***
(Invalidity or Contractual Impossibility)

In case this Contract is declared void or voidable, in whole or in part, or its accomplishment is made impossible by legal disposition or by a third party, the Contracting Parties shall complete all actions and celebrate all necessary deals in order to achieve the same result, without the vices that determined the nullity or annulment of the Contract or to make possible its full completion. -----

CHAPTER VI
CONTRACT BREACHES CONFLICT RESOLUTION

*** Clause Nineteen ***
(Breach)

1. A failure by the Partner Entity(ies) to carry out their obligations under the present Contract which is not corrected within 15 (fifteen) days after written warning by the Promoter shall imply the suspension of any payments and restitution of previously received financing amounts by the Partner Entity(ies) at fault, to which compensatory interest calculated at the legal rate is added, counting from the date of each grant payment and up to a maximum of 30 (thirty) days from the receipt of the resolution notification. -----
2. Notwithstanding the previous number, civil and criminal liability rules are applicable to any breaches by the Partner Entity(ies) of the obligations set by the present Contract. -----

*** Clause Twenty ***
(Legislation and jurisdiction)

1. In all matters not expressly provided for, the legal provisions of the Portuguese legal system shall apply, without prejudice to the provisions contained in the Regulation on the Implementation of the European Economic Area Financial Mechanism 2009-2014 and the CGF rules governing the Programme. -----
2. The Contracting Parties are obliged to explore all possibilities in order to reach an amiable solution, where differences in interpretation or application of the present Contract arise. -----
3. Where an amiable solution is not possible, the Contracting Parts agree to settle the dispute using arbitration, pursuant to Law 63/2011 of December 14th, according to the following convention: -----



- a. The arbitration court shall be composed of 3 (three) arbitrators, being that one is selected by the Promoter, another by the Partner Entity(ies), and these two arbitrators shall choose the third arbitrator; -----
- b. The arbitration court will make a decision according to equity and without recourse; -----
- c. The arbitration court will function in Lisbon, unless the arbitrators agree on another location in Portugal for the operation of the arbitration court, being that the rules for the respective process are defined by the arbitrators; -----
- d. If not mentioned, the arbitration law in force at the time in which the arbitration court is formed will apply.-----

This Contract is signed in as many original copies as the Contracting Parties, being that each copy is destined to each Contracting Party. In addition, another original copy shall be signed and notarized and submitted to the Calouste Gulbenkian Foundation to be annexed to the Project's Grant Contract. -----

[Lisbon], [.....], [20.....] -----

1st Party

2nd Party

3rd Party

4th Party



FUNDAÇÃO
CALOUSTE GULBENKIAN
CIDADANIA ATIVA



ICELAND
SECRETARIAT
NORWAY

eeagrants