##### Partnership agreement

## GENERAL INFORMATION

**This agreement is a mandatory annex to the overall project description (B01).**

This partnership agreement is entered into between the coordinating partner and the other organisations in the partnership in order to carry out a Norec exchange project, as outlined in the overall project description (B01). The partnership agreement regulates the partnership, and stipulates the commitments within the partnership and the obligations of all parties to the agreement.

Norec is not a party to this agreement.

No part of the agreement may be deleted, but the partners may include additional points specific to their partnership. Any additions should be made at the end of the document.

**Duration**

This partnership agreement comes into force on the date it is signed. It will remain in force until all rounds of exchange within the project period have been completed and the related commitments fulfilled.

**Framework**

This partnership agreement applies to the organisations that have entered into the following agreements:

* The feasibility study agreement between the coordinating partner and Norec, <date of approval letter>, plus completed feasibility study activity report and feasibility study financial report
* The collaboration agreement
* The separate round budget(s)

Upon approval, the coordinating partner is responsible for distributing copies of the collaboration agreement and the approval letters with corresponding budgets to all the partners.

**Project period**: <Insert start month and year and end month and year for the project>

**Name:** <insert the name of the project as stated in the overall project description>

## FACT SECTION

**Coordinating partner**

* Name of organisation:
* Name of contact person for the exchange project: <Name of the person in your organisation who will be the primary contact for the project>
  + E-mail:
  + Phone number: <include country code>

**Organisation 2**

* Name of organisation:
* Name of contact person for the exchange project: <Name of the person in your organisation who will be the primary contact for the project>
  + E-mail:
  + Phone number: <include country code>

**<Organisation 3>**

**<Organisation 4>**

## PRINCIPAL RESPONSIBILITIES

The parties to this partnership agreement agree that:

* The coordinating partner shall coordinate the project within the partnership and shall have sole responsibility for the project towards Norec. The principal line of communication between the other partners in the partnership and Norec is via the coordinating partner.
* The coordinating partner is responsible for keeping all the partners in the partnership fully informed about any significant issues affecting the planned implementation of the project.

## AGREEMENTS

This section refers to all agreements entered into with Norec. The parties to this partnership agreement agree that:

* The relevant articles of the collaboration agreement and its annexes will be implemented.
* The coordinating partner shall coordinate the preparation of any collaboration agreement application, round descriptions and budgets for submission to Norec, and sign the agreements on behalf of the partnership.
* Each organisation that is party to these agreements commits to accepting the managerial role of the coordinating partner and to providing the coordinating partner with accurate, updated information relevant for compiling the applications, including the budgets.
* All the partners must adhere to all the requirements set out in the collaboration agreement.
* The coordinating partner is the budget holder for the project, on behalf of the partnership, and is responsible for the overall financial management of the project. All parties to the partnership agreement shall ensure sound financial management of the Norec project funds.
* Funding for the project is provided under separate budgets for each round of exchange. The budget is hence governed by the articles of the collaboration agreement.
* Any deviations or amendments required after any agreement has been signed shall be discussed between the partner organisations.

## FINANCIAL ADMINISTRATION

**Funding principles**

Norec’s funding of the project takes the form of a grant, based on calculated costs for each round of exchange. The partnership may add funds to the project from its own/other sources.

**Rounds — budget and transfers**

The coordinating partner shall ensure that the budget for each round is distributed in good time to the other partners, according to where the expenses are to be paid and accounted for. Distribution of the budget among the partners shall be specified in the round budgets once approved. The transfer schedule is to be agreed by all the partners. The coordinating partner may delay transfer of funds if there is a delay in project implementation or reporting, if project results are not being achieved, or in the event of mismanagement.

**Transfers of funds from Norec to other organisations in the partnership**

Norec can only consider direct transfers where national legislation prohibits or severely restricts the transfer of funds abroad. This must be documented by the partnership. Where transfers are sent from Norec to partners other than the coordinating partner, the reporting structures are the same as where transfers are made solely to the coordinating partner. Any unspent funds must be repaid by the coordinating partner irrespective of which partner has unspent funds.

**Unspent funds**

In the event of any unspent funds (including currency gain due to currency exchange), the coordinating partner is obliged to initiate repayment of such funds without delay. This means all the other partners need to transfer their unspent funds to the coordinating partner, including those who receive funds directly from Norec. If a new round of exchange has already been approved, Norec may deduct the unspent funds from the next transfer. This does not apply to unspent funds in the last round of the project period.

The coordinating partner will receive an invoice for the unspent funds from the Norwegian National Collection Agency, which represents Norec in outstanding claims against collaborating partners.

If funds are transferred directly to another partner: The party to this agreement that receives funds directly from Norec will receive an invoice for the unspent funds from the Norwegian National Collection Agency, which represents Norec in outstanding claims against collaborating partners.

**Mismanagement**

Norec has a zero-tolerance approach to corruption. In the event of any financial mismanagement or suspicion of such mismanagement, further disbursements will be stopped, and legal action will be considered. As a party to the collaboration agreement, the coordinating partner is legally and financially responsible to Norec on behalf of the partnership, and must establish the necessary routines to prevent or detect any financial mismanagement within the partnership. Norec reserves the right to claim any repayments from the coordinating partner and any other party to this agreement receiving funds directly from Norec.

## MONITORING, EVALUATION AND REPORTING

The parties to this partnership agreement agree:

* That the coordinating partner shall prepare the consolidated progress, results, financial and audit reports for the rounds. The other partners commit to preparing inputs for these reports in good time, according to the requirements, standards and deadlines set by Norec and the coordinating partner.
* The project accounts shall be audited in accordance with the ISA 805 standard. All audits must be carried out by independent chartered/certified auditors. The audit must be carried out in accordance with the Norec template for financial reports (C04). The auditor must confirm the amount transferred from Norec and/or the coordinating partner. The exchange rate used for each transfer or the average for the round must also be specified and confirmed. The auditor must also confirm any unspent funds and currency gain/loss.
* The coordinating partner shall monitor the project as required. The coordinating partner is responsible for informing Norec of any relevant managerial issues related to the programme, personnel or financial administration.
* Norec and the Auditor General of Norway shall have general access to monitor all aspects of the project. Such monitoring may include following up on the activity and the financial reports and audits, attending midterm reviews, and conducting field visits to individual partners and participants in the partnership. Norec may hire external consultants to evaluate the project or conduct such evaluations themselves.

## PARTICIPANT ADMINISTRATION

The parties to this partnership agreement agree that:

* The home and host partners shall mutually assess each other’s potential exchange participants in the recruitment phase.
* All participants shall have a contract of employment valid for the exchange period, i.e. from the first day of the preparatory training organised by the organisation, or the day of departure to training organised by Norec, until the final day of follow-up work.
* The contract of employment for the exchange period shall be adapted to the relevant national laws, standards and requirements, as well as to the specific nature of the Norec project, and acknowledge the interests of both the organisations (Norec partners) and the exchange participants. Norec’s guidelines for contracts of employment shall apply.
* All Norec participants shall have visas and/or work permits according to the national legislation of the host country.
* All Norec participants shall have travel and medical insurance for the duration of their contract. Travel insurance must as a minimum cover the Norec training and/or preparatory training facilitated by the organisations. Medical insurance must cover the whole duration of the stay abroad.
* It is recommended that all participants undergo a medical check-up prior to the exchange period. The coordinating partner shall ensure that all participants are covered by an emergency plan, including possible evacuation in the event of serious incidents.
* All participants shall be supervised via, and report within, the management structure of their host partner during the exchange period. Relevant duties and responsibilities, as well as performance targets to be achieved and reports to be written, shall be specified in the contract of employment. Disciplinary issues are to be dealt with in the standard managerial line of each organisation.

## VERIFICATION

**Termination of the partnership agreement**

The coordinating partner may terminate the partnership agreement with a partner with immediate notice if gross misconduct in programme, personnel or financial management can be documented. The coordinating partner shall in such cases seek to consult with the other partners in the partnership. Each partner may terminate the partnership agreement with six months’ notice.

**Signatures**

The following partners consent to the role of the coordinating partner as described in this partnership agreement and undertake to support the coordinating partner in fulfilling the responsibilities set out in the collaboration agreement, round commitment tables and annexes.

Each signatory party will receive a signed copy of the partnership agreement.

|  |  |
| --- | --- |
| <Date> | <Date> |
| On behalf of <coordinating partner> | On behalf of <Organisation 2> |
| <Name>  <Chief Executive Officer> | <Name>  <Chief Executive Officer> |

|  |  |
| --- | --- |
| <Date> | <Date> |
| On behalf of <organisation 3> | On behalf of <organisation 4> |
| <Name>  <Chief Executive Officer> | <Name>  <Chief Executive Officer> |

Delete or add as many organisations as required.