**Environment, Climate CHANGE AND LOW CARBON ECONOMY PROGRAMME**

**PARTNERSHIP AGREEMENT ON**

**THE IMPLEMENTATION OF PROJECT:**

**­­­­­­­­­­­­­­­­­­­­­­­­**

**Between**

**Hereafter referred to as “Project Promoter”**

**and**

**Hereafter referred to as “1st Partner Entity”**

**and**

**Hereafter referred to as “2nd Partner Entity”**

**and ………**

**Hereafter referred to as “XXXth Partner Entity”**

Table of Contents

[PREAMBLE 3](#_Toc388910952)

[CHAPTER I - SUBJECT, NATURE, OBJETIVES AND DURATION 5](#_Toc388910953)

[CHAPTER II - BUDGET, PLAN AND OTHER FINANCIAL ISSUES 7](#_Toc388910954)

[CHAPTER II - COMMUNICATION BETWEEN THE PARTIES 9](#_Toc388910955)

[CHAPTER IV - ROLES AND RESPONSABILITIES OF PROMOTER AND PARTNER ENTITY 10](#_Toc388910956)

[CHAPTER V - MONITORING AND CONTROL 14](#_Toc388910957)

[CHAPTER VI - AGREEMENT VICISSITUDES 15](#_Toc388910958)

[CHAPTER VII - OTHER PROVISIONS 17](#_Toc388910959)

[ANNEX 18](#_Toc17383763)

IDENTIFICATION OF THE CONTRACTING PARTIES:

**Between:**

1. ……………...................................….........…………………………………, (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 **1st Contracting Party or Promoter**;

and:

2. ……………...................................….........…………………………………, (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 **2nd Contracting Party or Partner Entity**;

and:

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

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

PREAMBLE

Considering that in May 2019, in the scope of EEA Financial mechanism 2014-2021, the Programme: “Environment, Climate Change and Low Carbon Economy Programme” between the Financial Mechanism Committee established by Iceland, Liechenstein and Norway and Portugal was signed.

Considering the expertise and technical capacity of the Project Promotor and the Partner Entities involved in the present proposal, as demonstrated by the description of the partner institutions provided in Section i of the 15.3 of the Call for Tenders related to ‘The Final Project Report’.

This Agreement between the Contracting parties is established to accomplish the full execution of the Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as **Project**.

The Agreement is set under the legal provisions:

1. The Protocol 38c to the EEA Agreement of 08 September 2016;
2. The Memorandum of Understanding between Iceland, the Principality of Liechtenstein, the Kingdom of Norway and the Portuguese Government on the implementation of the EEA Financial Mechanism 2014-2021;
3. The Regulation and its annexes, on the implementation of the European Economic Area Financial Mechanism 2014-2021, adopted by the EEA Financial Mechanism Committee pursuant to Article 10.5 of Protocol 38c to the EEA Agreement on 8 September 2016 and confirmed by the Standing Committee of the EFTA States on 23 September 2016;
4. The Programme agreement between The Financial Mechanism Committee established by Iceland, Liechtenstein and Norway and National Management Unit, representing the Portuguese Republic, for the financing of the Programme “Environment, Climate Change and Low Carbon Economy” in the programme areas of Environment and Ecosystems (PA11) and Climate Change Mitigation and Adaptation (PA13);
5. Secretary General for Environment and Energy Transition acting as the Programme Operator for the Environment, Climate Change and Low Carbon Economy Programme, in Portugal, within the scope of EEA FM 2014-2021.

This Agreement specifies the roles and responsibilities of the Project Promoter and of the Partner(s) Entity(ies) in relation to their collaboration on the implementation of the **Project.**

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

CHAPTER I

SUBJECT, NATURE, OBJETIVES AND DURATION

Clause One

(Subject and Nature)

1. The present Agreement´s subject is setting the terms and conditions concerning the establishment of a partnership, in form of institutional co-operation between the Project Promoter and the Partner Entity as well as the rights and obligations of each of the Parties, within the context of the management of the project identified in Clause Two (henceforth referred to as Project) within the scope of the Environment, Climate Change and Low Carbon Economy Programme, (henceforth referred to as Programme).
2. The main objective of the Project is to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. The institutional co-operation aims at the accomplishment of the project goal, through the cooperation between the parties.
4. With the celebration of the present Agreement, it is not intended that the Parties constitute an association or any other entity with a legal personality.

Clause Two

(Project Identification)

1. The above mentioned Project is called: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. The Project falls within the following Expected Outcome of the Programme: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
3. 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 Articles 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.9, 8.12, 8.13, 8.14, 8.15 and 8.16 of the Regulation on the implementation of the European Economic Area Financial Mechanism 2014-2021 shall be co-financed.
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 XXXX 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 ................... € (.....................................................................). ------------------------------------------

Clause Four

(Duration)

1. The present Agreement shall be in effect for the period of the implementation of the Project (between \_\_\_/\_\_\_/201\_ and \_\_\_/\_\_\_/202\_). The Agreement may be extended beyond the end of the project if the Parties find it convenient to maintain the Partnership.
2. Without prejudice for the preceding number, the duties, responsibilities and obligations of the 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 and which is attached to this Partnership Agreement.

Clause Six

(Financial Contribution))

**1.** The financial contribution of the Contracting Parties to complete the project funding up to a maximum of \_\_\_% of the necessary contribution, shall be, in accordance with the financial plan:

a. Promoter: ……………………. € (.....................................................................), being the contribution up to the amount of ……………………. € (.....................................................................);

b. Partner Entity, First Contracting Party: ……………………. € (..............................................................), being the contribution up to the amount of ……………………. € (.....................................................................);

c. Partner Entity, Second Contracting Party: ……………………. € (...............................................................), being the contribution up to the amount of ……………………. € (.....................................................................);

d. Partner Entity, Third Contracting Party: …………………. € (.................................................................), being the contribution up to the amount of ……………………. € (.....................................................................).

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

Clause Seven

(Indirect Costs)

1. The indirect costs in project (overheads) will be identified in accordance with Art. 8.5.1 (a), (b), (c) or (d), Art. 8.5.2 and 8.5.3 of the EEA Regulation.
2. Based on the abovementioned regulation, the maximum amount and percentages allocates to the indirect costs are as follows:

# The indirect costs in project (overheads) for the Promoter will be identified in accordance with Art. 8.5.1 (a), (b), (c) or (d) (chose) of the EEA Regulation, with the maximum amount and percentage: ……………………. € (.....................................................................), …… %;

# The indirect costs in project (overheads) for the Partner Entity, First Contracting Party will be identified in accordance with Art. 8.5.1 (a), (b), (c) or (d) (chose) of the EEA Regulation, with the maximum amount and percentage: ……………………. € (.....................................................................), …… %;

# The indirect costs in project (overheads) for the Partner Entity, Second Contracting Party will be identified in accordance with Art. 8.5.1 (a), (b), (c) or (d) (chose) of the EEA Regulation, with the maximum amount and percentage: ……………………. € (.....................................................................), …… %;

# The indirect costs in project (overheads) for the Partner Entity, Third Contracting Party will be identified in accordance with Art. 8.5.1 (a), (b), (c) or (d) (chose) of the EEA Regulation, with the maximum amount and percentage: ……………………. € (.....................................................................), …… %;

1. 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 Payments)

1. The Partner Entity is entitled to advanced payments, which shall be performed through the Programme Operator, considering the percentage of work previously distributed to the Partner Entity and the funds transfer from the Programme Operator through its designated channels, in conformity with the rules of the Programme.

Clause Nine

(Monetary Unit and Currency Exchange)

1. The Parties agree that the monetary unit of the partnership is the Euro.
2. The currency exchange rule for expenditure and its reimbursement will be on the basis of Art. 8.6 of the EEA Regulation.

Clause Ten

(Rules regarding Market Risk from Changes in Foreign Exchange)

All market risk from variations in the foreign exchange rate shall be assumed by the Contracting Party who submitted the expenditure in foreign currency.

CHAPTER III

COMMUNICATION BETWEEN THE PARTIES

Clause Eleven

(Communication in writing and receipt)

1. Any notification, notice, agreement, approval, observation or decision concerning this Agreement shall be communicated in writing to the other party, in the standard format, whenever this is provided, together with all the necessary approvals and signatures.
2. Whenever this Agreement specifies contractual deadlines for submitting a communication in written form, the party responsible for its submission shall take all the necessary measures to assure the timely reception of that communication by the other party, and will require a confirmation receipt.
3. Parties will further use normal means of communication throughout the project execution, such as e-mail, telephone, video conferencing etc., in addition to the regular face to face meetings, which will be held in convenient and agreed locations.

Clause Twelve

 (Official addresses)

1. The official addresses for all the documents are the following:
2. For the Promoter: (name), (adress)
3. For the Partner Entity, First Contracting Party: (name), (adress)
4. For the Partner Entity, Second Contracting Party: (name), (adress)
5. For the Partner Entity, Third Contracting Party: (name), (adress)
6. The contact persons are:
7. For Project Promoter: (person name), email:\_\_\_\_\_\_\_\_\_\_\_
8. For the Partner Entity, First Contracting Party: (person name), email:\_\_\_\_\_\_\_\_\_\_\_\_
9. For the Partner Entity, Second Contracting Party: (person name), email:\_\_\_\_\_\_\_\_\_\_\_\_
10. For the Partner Entity, Third Contracting Party: (person name), email:\_\_\_\_\_\_\_\_\_\_\_\_
11. The main contact persons may provide additional collaborators contact data for specific issues.
12. The Parties will communicate in writing, within 5 working days, any change concerning the official addresses mentioned in the previous paragraph.

CHAPTER IV

ROLES AND RESPONSABILITIES OF PROMOTER AND PARTNER ENTITY

Clause Thirteen

(Joint Commitment of the Parties)

1. The Parties are committed to carry out their tasks and responsibilities related to the implementation of this Agreement, based on an appropriate management, the principles of transparency and partnership, according to the national legislation in force and the legal framework of the EEA Financial Mechanism 2014-2021 (art. 1.3. of the EEA Regulation) in this domain.
2. The Parties undertake the responsibility to inform each other regularly on the activities related to the implementation of the EEA Financial Mechanism 2014-2021.
3. The progress of the project or the analysis of aspects related to this Agreement shall be discussed in quarterly meetings, or whenever necessary.
4. The Parties agree to use the information and documents obtained or to which they have access during the implementation period of the programme/project according to this Agreement in accordance with the national legislation in force and legal framework of the EEA Financial Mechanism 2014-2021 (art. 1.3. of the EEA Regulation), with respect to the legal provisions on transparency, access to information and personal data protection.

Clause Fourteen

**(Confidentiality)**

1. Without prejudice to paragraphs 3 and 4 of this Article, the Partners undertake to reciprocally maintain the confidentiality of the information transmitted under this Agreement which may give rise to intellectual property protection, as well as negotiations between whether or with third parties, for the purpose of pursuing the object of this Agreement, by not disclosing to third parties, by publishing or by any means making known, any information relating to the products, to the projects, or to the Partners, without the prior written consent of the other members.
2. The confidentiality obligation shall apply to employees of the Partners who have access to the products and information relating to them or to the project.
3. Results that do not give rise to intellectual property rights may be disseminated, notably through technical and scientific conferences, publication in scientific or technical journals, or stored in open access databases.
4. In addition to the provisions of paragraphs 1 and 3 of this Article, the following shall also be excluded from the obligation of confidentiality: information about the products or the project which:

a) Do not give rise to protection by title of intellectual property;

b) Be in the public domain at the time of disclosure;

c) Are published or become public domain for reasons unrelated to any act of responsibility of the party that has disclosed it.

Clause Fifteen

(Intellectual Property Rights)

1. The intellectual property rights obtained by each of the members of the Partnership prior to the beginning of the project and which are used herein remain the property of their owners.
2. Intellectual property rights over the results of the implementation of the project shall be those of the members who have contributed to its creation and the non-corporate entity of the R&D system shall hold all intellectual property rights over the R&D their activity in the project.
3. In the case of use of the results referred to in the preceding paragraph, an agreement will be made in advance by the Partner(s), determining the terms of said use and the amount of compensation to be paid to the remaining (s) Partner (s), which shall be equivalent to the market prices for Intellectual Property rights resulting from such activity.
4. Members of the Partnership shall take appropriate measures to demonstrate, promote and disseminate project results which, for any reason, are not capable of generating intellectual property rights and constitute a contractual obligation.
5. The Parties to this Agreement have equal rights to unlimited use of the reports, manuals and corresponding documents resulting from the Project.

 (should be adapted in accordance with the agreement between the parties)

Clause Sixteen

(Promoter Obligations)

1. The leader of the partnership is the Promoter.
2. The Promoter’s responsibilities as a leader of the partnership relate to:
3. Undertake the general coordination of the Partnership;
4. Manage the EEA Grants financial contribution regarding its allocation and payment to Partner Entity, according to the partnership agreement, and any decisions set out in the Programme Agreement.
5. Submit payment requests to the Programme Operator regarding the eligible costs of the Partner Entity(ies);
6. Transfer the Partner Entity(ies) amounts using the bank account dedicated to the Project;
7. Ensure the communication with the Programme Operator about any issue related to the execution of the Project.
8. Certify that, during the Agreement activity, the value of the budget agreements does not exceed the total project budget allocated to the parties.
9. Ensure efficient payments to the Partner Entity based on appropriate documentation, in accordance with Portuguese law and EEA Regulation.
10. Ensure the preservation of the assumptions considered for the approval of the grant;
11. Ensure that a stamp regarding the Programme’s financing is placed in all the Project’s original expenditure documents;
12. 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;
13. Respect the rules regarding information and advertising defined for the Programme;
14. Ensure, in general, the fulfilment of all obligations assumed by the Promoter in the Contract that shall be celebrated with the Programme Operator, including control and monitoring of the Project;
15. Ensure the information of the project implementation progress to the partner entities. The Promoter shall provide copies of progress and financial reports upon request of partner entity;
16. Perform all tasks mentioned previously with respect to the national regulations and the regulation of the EEA Financial Mechanism 2014-2021 (Art.1.3. of the EEA Regulation).

Clause Seventeen

 (Partner Entity Obligation(s))

1. Without prejudice to all other obligations defined in this Contract, the Partner Entity agrees to:
2. Start, with the Promoter, the implementation of the Project no later than/within of x (number extension) days/months after the date of communication of the grant decision.
3. Execute diligently the components/actions of the Project which are under their responsibility, in accordance with the Contract and its Annexes, and reach the goals or objectives set in the Project;
4. Carry out all legal obligations in due time, such as the fiscal and social security obligations to which they are bound to;
5. Provide, within the established timeframes, all elements which are requested by the Program Operator or any of the competent authorities for monitoring, control and audit of the implementation of the Project;
6. Communicate to the Promoter any alteration or occurrence which undermines any assumption considered for the approval of the Project or its execution;
7. Maintain the Project’s accounts organised;
8. 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 five years;
9. Do not 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 the Programme Operator;
10. Ensure collaboration with the Promoter, in accordance with the EEA Regulation, in preparation of the interim and final reports on the technical and financial implementation of the project;
11. Ensure the maintenance of the assumptions considered for the approval of the grant:
12. Respect the rules regarding information and advertising defined for the Programme;
13. Allow control and monitoring as defined by the Programme;
14. The costs claimed by each Donor Project Partner must be certified by an independent and certified auditor, stating that the claimed costs are incurred in accordance with the EEA Financial Mechanism 2014-2021 Regulation, the national law and accounting practices of the project partner’s country or a report issued by a competent and independent public officer recognised by the relevant national authorities as having a budget and financial control capacity over the entity incurring the costs and who has not been involved in the preparation of the financial statements, certifying that the claimed costs are incurred in accordance with this Regulation, the relevant law and national accounting practices.

CHAPTER V

MONITORING AND CONTROL

Clause Eighteen

(Monitoring and Control of the Project)

1. The Project’s implementation shall be subject to monitoring by the Programme Operator, which supervises work progress and execution of expenditure, in order to achieve the goals and objectives agreed upon.
2. The parties shall cooperate in the production of the reports that the Promoter is obliged to present under the terms of the Grant Contract.
3. 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 Programme Operator.
4. The Promoter can be audit at any stage by the Program Operator, 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.
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.

1. The parties must grant access to the EEA 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 2014-2021, directly or through entities designated by them.

CHAPTER VI

AGREEMENT VICISSITUDES

Clause Nineteen

(Fortuitous Events and Force Majeure)

1. The obligations arising from this Agreement shall be suspended whenever their fulfilment is not possible due to occurrence of a fortuitous or force majeure event, as legally defined, being the Party(ies) unable to fulfil it obliged to inform 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 paragraph, only those obligations in 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 Twenty

(Cession of Agreement 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 Programme Operator.
2. The Programme Operator may, at any moment, yield its position to a third party, namely to the Financial Mechanism Office Financial Mechanism Committee 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 Committee the Financial Mechanism Office, regardless of the reason, the rights and obligations of the Programme Operator which result from the present Agreement are transmitted automatically to that Office or to the Person or Entity designated by it, leaving the Project Promoter legally bound before that Person or Entity in the same legal manner as previously with the Programme Operator.

Clause Twenty-One

(Agreement Amendments)

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

Clause Twenty-Two

(Non Exercise of Rights)

The non exercise (total or partial) of the rights and powers arising from this Agreement, by any of the 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 Twenty-Three

(Invalidity or Agreement Impossibility)

In case this Agreement 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 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 Agreement or to make possible its full completion.

Clause Twenty-Four

(Restructuring or reorganization)

If one party is subject to the procedure of restructuring or reorganization, this procedure will be communicated to the other party by written notice, with a confirmation of receipt. This shall not exclude nor relieve the party for its fulfilled tasks. Otherwise, in what concerns the ongoing or future actions, the Project Promoter will take action to amend this Agreement based on national legislation in force and/ or legal framework of the European Economic Area Financial Mechanism 2014-2021 (Art.1.3. of the EEA Regulation) applicable concerning the liability of any nature this would be.

Clause Twenty-Five

**(Disputes)**

Any dispute between the parties concerning the construction, meaning or effect of this agreement or the rights or liabilities of the parties hereunder, or any matter arising out of the same or connected therewith shall be referred to arbiters to be agreed by both parts or, in default of such agreement, nominated on the application of either party.

CHAPTER VII

OTHER PROVISIONS

Clause Twenty-Six

(Applicable law and jurisdiction)

1. The provisions of this Agreement shall be governed, interpreted, understood and applied in accordance with the national legislation in force and the legal framework of the EEA Financial Mechanism 2014-2021 (Art.14.3. of the EEA Regulation) in the area PA 11/PA 13(chose).
2. If there are any inconsistencies or differences between the provisions of this Agreement on the one hand, and of the national legislation in force or the EEA Regulation, on the other hand, the latter shall prevail.
3. 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 2014-2021 and the Programme Operator rules governing the Programme.
4. The Parties are obliged to explore all possibilities in order to reach an amiable solution, where differences in interpretation or application of the present Agreement arise.

Clause Twenty-Seven

(Other Provisions)

This Agreement has been concluded today and is signed in two originals, one for each Contracting Party. In addition, another original copy shall be signed and submitted to the Programme Operator to be annexed to the Project’s Grant Contract.

Lisbon / …………………, ............., 201\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Promoter 1st Partner Entity**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **2nd Partner Entity XXth  Partner Entity**

ANNEX

This Agreement between the Contracting parties includes the ‘orçamento\_budget’ file and the cronograma ‘atividades\_roadmap’ file requested in the the Call for Tenders (see ‘Application Documents’ section).