Environment, Climate Change and Low Carbon Economy Programme

*'Environment Programme'*

European Economic Area (EEA) Financial Mechanism 2014-2021

Call#1 – Deposit refund system for beverage bottles and cans

**XX\_CALL#1\_XXXXX**

The Environment, Climate Change and Low Carbon Economy Programme was created following the signing of the Memorandum of Understanding between Portugal, Norway, Iceland and Liechtenstein, with a view to the implementation in Portugal of the European Economic Area Financial Mechanism (EEA FM) 2014-2021 inthe programme areas of Environment and Ecosystems (PA11) and Climate Change Mitigation and Adaptation (PA13). The Environment, Climate Change and Low Carbon Economy Programme – Environment Programme - contributes to the pursuit of environmental policy priorities in Portugal: transition to a circular, resilient and carbon-neutral economy and territorial enhancement.

Therefore, it is necessary through this Guide to establish the rules and conditions for access in national

territory to the Financing of the Environment, Climate Change and Low Carbon Economy Programme (85%

from EEA FM and 15% from the national contribution), within the scope of EEA FM 2014-2021.

Technical Information:

Programme Name: **Environment, Climate Change and Low Carbon Economy**

Programme Area: **Environment and Ecosystems (PA11)**

Complementary Programme Areas: **Climate Change Mitigation and Adaptation (PA13)**

Financing:

Total: **€28,235,294**

EEA Grants: **€24,000,000**

Portugal: €4,235,294

Programme Manager: **Secretary General for Environment**

Donor Programme Partner: [**Innovation Norway (IN)**](https://www.innovasjonnorge.no/en/start-page/)

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# Project contract

# XX\_CALL#1\_XXXXX

Between:

The Secretary General for Environment, herein referred to as the Secretary General, legal entity no. 600086330, located at Rua de "O Século", no. 63, 2.º, 1200-433 Lisbon, herein represented itsSecretary General, Maria Alexandra Martins Ferreira de Carvalho, appointed by Order no. 6782/2018, of 27 July, published in the *Diário da República* (Official Gazette of Portugal), 2nd series, no. 133, of 12 July 2018, acting as representative of the Portuguese State and Operator of the 'Environment, Climate Change and Low Carbon Economy Programme' within the scope of the European Economic Area Financial Mechanism (EEA FM) 2014-2021, referred to herein as **First Party or Programme Operator**;

and

The [Project Promotor], with registered office at [Address], legal person no. [fiscal number], herein represented by the [CEO…..], [name of CEO], appointed by order no. 7147/2019, of 24 July, published in the *Diário da República*, 2nd Series, no. 153/2019, of 12 August 2019 [for public entities], acting as Project Promoter, referred to herein as **Second Party or Beneficiary;**

Whereas:

[Summary of the Project – Part B];

Whereas XX\_CALL#1\_XXXXXwill contribute to achieving the Programme’s Outcome 1: the implementation of Outcome 1 of the Programme: “Increased application of circular economy principles in targeted sectors” and Output 1.1 “Deposit-refund system for beverage plastic bottles (and cans) piloted”, in accordance with the Annex I of the Programme Agreement signed on 27 May 2019.

| **PA****Number** | **Expected programme results** | **Indicator** | **Unit of measurement** | **Source of Verification** | **Frequency of reporting** | **Baseline value** | **Baseline year** | **Target value** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| PA11Outcome 1 | Increased application of circular economy principles in targeted sectors | Construction and demolition waste avoided by the supported sectors | Percentage | APA data | Annually(APR) | 48.6% | 2017 | 70.0% |
| Number of jobs created (disaggregated by gender, age) | Number | Payroll records, employment agreements | Annually(APR) | 0 | N/A | 25 |
| Tons of plastic recycled through all supported schemes/measures | Number | Project promoter´s records | Annually(APR) | 0 | N/A | 20000 |
| Use of secondary materials increased in the supported sectors | Percentage | Project promoter´s records | Annually(APR) | 0.0% | N/A | 15.0% |
| Output 1.1 | Deposit-refund system for beverage plastic bottles (and cans) piloted | Number of beverage industry organisations participating in the deposit-refund system | Number | ProjectPromoter’s records | Semi-annually | 0 | N/A | 2 |
| Number of retailers participating in the deposit refund system[[1]](#footnote-1) | Number | Project promoter´s records | Semi-annually | 0 | N/A | 25 |

Whereas as a result of the evaluation and selection process, a reasoned report was prepared with a proposal for projects aimed at the promotion of Circular Economy in the Construction Sector, which was approved by the Secretary General in the final report of 29.05.2020.

Whereas the second Party submitted an application for the Call#1 – Deposit refund system for beverage bottles and cans , under the 'Environment, Climate Change and Low Carbon Economy' Programme of the Financial Mechanism of the European Economic Area in Portugal for the period 2014-2021, having been eligible for the allocation of funding.

Whereas this contract is financed by the 'Environment, Climate Change and Low Carbon Economy' program, which is the financial instrument of the EEA Grants to finance innovative and structuring projects for the country in the areas of the Environment, Climate Change and Low Carbon Economy, with the aim of promoting the good environmental status of ecosystems and reducing the adverse effects of pollution and other human activities harmful to the environment.

This expense is incorporated into economic classification D.04.03.05.58.49 – '*Current Transfers*', from the First Contracting Party's budget 15% General Revenue Financing Source 157 and 85% Financing Source 282, Cost Centre 2020, 4253400003 Call#1 Sist. Depósito Garrafas Bebidas, in accordance with allocation no. EC41900548 and initial commitment no. ECXXXX, XXX 2020;

This Contract is mutually agreed and accepted, which is governed by the applicable national and Community legislation, by the Regulation on the Implementation of Financial Mechanism 2014-2021 (EEA FM 2014-2021) and by the following clauses:

# Clause 1

#  Object of the Contract

1. This Contract aims to regulate the terms and conditions of technical and operational nature to be promoted between the Programme Operator (Secretary General for Environment, hereinafter SGE) and the SECOND PARTY, regarding the implementation of XX\_CALL#1\_XXXXX.
2. XX\_CALL#1\_XXXXX shall include the following elements, further developed in Annex I to this Contract and forming an integral part thereof:
	1. Objectives;
	2. Activities and products developed;
	3. Schedule planned by activity and by partner;
	4. Budget by activity and by partner;
	5. Fact sheets with the main characteristics of the Project Promoter and each Partners;
	6. Partnership Agreement between the Project Promoter and its Partners;
	7. Project Dossier.

# Clause 2

# Obligations of the Programme Operator

The obligations of SGE are as follows:

a). Properly carry out its responsibilities, including information, cooperation and payment obligations, and other obligations expressly provided for in this Contract, in accordance with all provisions of the Regulation on the Implementation of EEA FM 2014-2021;

b). Provide and make available the information and guidelines necessary for the execution of this Contract;

c). Responsible for ensuring that project promoters and their partners fulfil their information and communication obligations;

d). Ensure the necessary financing for the execution of this Contract, under the terms of Clause 6.

# Clause 3

# Rights of the Programme Operator

At any time and in the manner, it deems appropriate, SGE may:

1. Verify the technical, operational and financial execution of the Contract;
2. Require the return of unused funds.

# Clause 4

# Obligations of Beneficiary

1. The [Project Promotor] is responsible before the Secretary General for Environment for the coordination and implementation of the project and for compliance with the proposed objectives, as well as for strict compliance with the conditions of the contract, in particular with regard to compliance with applicable national and European Union legislation.

2. The [Project Promotor] is responsible for the implementation of XX\_CALL#1\_XXXXX. The XXXX is designated as the project partner of the donor country.

3. [Project Promotor] is responsible for fulfilling the following responsibilities before the Secretary General for Environment:

a) Representation, coordination and communication with other members of the Partnership;

b) Submission and prior validation of all documents and information provided for in the project contract;

c) Reporting any changes to the promoter or any of the project partners, including their names, addresses and legal status;

d) Centralisation of all communication exchanges within the project, in particular with regard to the technical and financial monitoring of the project;

e) Allocation of human, material and computer resources to the execution of XX\_CALL#1\_XXXXX that are necessary and adequate, without prejudice to the legal or financial limitations to which it is subject;

f) Submission to SGE of the schedule for carrying out work and the respective financial programming as well as the Communication Plan;

g) Good organisation of the Project Dossier that includes all the processes of document management, computer science or other, committing to make them available to the entities responsible for supervision, inspection or audit, and ensuring their maintenance until the termination of this Contract and never for a period less than 3 years after December 31, 2024;

h) Presentation, with the signature of the contract, of the following documents (from Project Promotor and Partner):

I. VAT status of applicant;

II. Declaration of absence of outstanding debts to the tax authorities;

III. Declaration of absence of outstanding debts to the social security administration;

IV. Bank account dedicated to the Project;

V. Term of Responsibility;

;

m)

;

p) Preparation and sending to SGE of the Final Report of technical, operational and financial execution of this Contract;

q) Transfer and management of financial flows to project partners;

r) Return of unused funds by 30 April 2024.

# Clause 5

# Contract monitoring and evaluation

1. The Secretary General for Environment shall carry out checks on the administrative, financial, technical and physical aspects of XX\_CALL#1\_XXXXX.
2. The checks certify the veracity of the expenditures declared, the supply of the products or services in accordance with the approval decision, the accuracy of the applications for advances and reimbursement by the project promoter and the compliance of the projects/operations and expenditures with the rules of the Financial Regulation (EEA FM 2014-2021), the European Union and Portuguese legislation.
3. The checks shall include procedures to avoid double funding of expenditure with other Community or national schemes and with other programming periods.
4. SGE is responsible for evaluating the execution of this Contract.

# Clause 6

# Term and financing

1. Implementation of the project will start on XX/XX/2020 and ends on XX/XX/202X, as set out in the Technical Specifications attached to this contract in Annex I (points a) to g)).
2. The payment flows to the Second Party shall be made in the form of advances, interim payments and payment of the final balance, accordingly Article 34 of *‘Applicants Guide for Financing of Projects Supported by Environment, Climate Change and Low Carbon Economy Programme’*.
3. The Second Party may request an advance, which must not exceed 10% of the total amount of the grant, justified by liquidity needs. The payment advance must be made within 20 working days of signing the project contract. The advance will be deducted from subsequent interim payment applications.
4. Interim payments will be made to the Second Party after approval of the payment application, which must be supported and formalised by the completion of a separate form, to be made available on the electronic portal of the First Party.
5. The total cost of the project is €XXXXX for a financing grant rate of XX% and a maximum grant amount of €XXXX. The remaining of the expenses must be provided by the Project Promoter.
6. The costs resulting from the implementation of this Contract are funded by SGE a maximum grant amount of €XXXX (XXXXXX euros), corresponding to XXXX% of the total eligible expenditure of the project such as:
7. €XXXX, (85% Financing Source 282 – EEA Grants);
8. €XXXX (15% General Revenue Financing Source 157), distributed as follows:

7.The costs resulting from the implementation of this Contract is distributed by the following years:

7.1 In 2020, up to €XXXX (XX% of maximum grant amount) through the delivery of:

7.2 In 2021, up to €XXXX (XX% of maximum grant amount) through the delivery of:

7.3. In 2022, up to €XXXX (XX% of maximum grant amount) through the delivery of:

…..) Presentation of the final report of the Project in an event.

* 1. 10% of maximum grant amount (€XXXX) up to 30 days after the Presentation of the final report of the Project.
1. The expenditure submitted shall include three budgets per invoice presented to ensure the reasonableness of the expenditure. In the case of public entities or subject to the Law of Public Procurement Code, all documents relating to the procurement process shall be included.
2. All invoices shall mention the number of commitment and reference of the project, as well as the Cost Center 2020 which is, in this Agreement, 4253400003 Call#1 Sist. Depósito Garrafas Bebidas.
3. All expenses submitted by the Promoter must include the supervision of Statutory Auditors.
4. The Project Promoter shall ensure the existence of a specific accounting system or appropriate accounting code enabling the individualization of all records and transactions associated with the project. In the case of a revenue-generating project, they shall include additional obligations.
5. If the Beneficiary does not carry out the activities and/or projects provided for in this Contract, it must reimburse the amount in question, within a maximum of 30 days after notification to SGE for this purpose, with such repayment occurring no later than 30 April 2024.

# Clause 7

# Duty of confidentiality

1. All information resulting from the development of the partnership resulting from this Contract is of a confidential nature and may only be used for the purposes for which it is intended and may not be disclosed to third Parties.
2. The partner entities shall ensure that their employees respect the confidentiality obligation set out in the previous paragraph.

# Clause 8

# Contract amendment

1. Any change to be made to this Contract in the course of its execution or extension shall be subject to prior agreement between the Parties and converted into an addendum, which will only be valid after approval by the governing bodies of all entities.
2. The extension of the execution period may not exceed 130 calendar days.
3. Any change that may be introduced in this Contract, under the terms of the previous paragraph, and that respects any of its clauses, is considered automatically integrated in the original text.

# Clause 9

# Contract termination

* + - 1. Either Party is granted the right to terminate this Contract, if it has been established by one of the Parties that there has been a repeated breach of the obligations contained in this Contract.
			2. In case of non-compliance by the second Party, SGE may demand the total or partial repayment of the transferred funds.
			3. Non-compliance factors shall not be those resulting from unforeseeable circumstances or force majeure.

# Clause 10

# Unforeseeable circumstances or force majeure

1. Neither Party shall incur liability if, by unforeseeable circumstances or force majeure or, it is prevented from fulfilling the obligations assumed under the contract.
2. Unforeseeable circumstances or force majeure means any unforeseeable and exceptional situation or event beyond the control of the Parties and which is not due to the fault or negligence of any of them.
3. The Party invoking unforeseeable circumstances or force majeure shall communicate and justify such situations to the other Party and shall inform the other Party of the foreseeable period for restoring the situation.
4. Force majeure determines the extension of the time limits for performance of contractual obligations affected by the period demonstrably corresponding to the impediment resulting from force majeure.
5. The occurrence of unforeseeable circumstances or force majeure shall be deemed to be public knowledge if the event referred to in paragraph 2 is a known fact, and as such shall be considered to constitute general knowledge, and if the impossibility of carrying out the act within the time limit is foreseeable.

# Clause 11

# Communications and notifications

1. Communications and notifications between the Parties shall be made electronically to the following contacts:
2. All correspondence relating to the implementation of the Environment, Climate Change and Low Carbon Economy Programme should be sent in digital form using the following email address: ambiente.eeagrants@sgambiente.gov.pt.
3. PROJECT PROMOTOR: (XXXXX - XXXXXX).
4. Any change to the contact information referred to in the previous paragraph shall be communicated to the other Party within 5 working days.

# Clause 12

# Doubts concerning the interpretation and execution of this Contract

Both Parties agree to pool their efforts and resources so that any doubts related to the interpretation and execution of this Contract may be resolved by consensus and in the shortest possible time.

# Clause 13

# Guiding principles and applicable regulation

All that has been omitted by the present contract shall be governed by the provisions of the Regulation on the implementation of the European Economic Area Financial Mechanism (EEAFM 2014-2021 Regulation), along with those of applicable EU and national norms, including the provisions of environmental legislation, public contracting legislation and legislation on State aid, as well as those included on the *'GUIDE FOR APPLICANTS TO THE FINANCING OF ENVIRONMENT, CLIMATE CHANGE AND LOW CARBON ECONOMY PROJECTS'*, which defines the general conditions of access to funding for the Environment, Climate Change and Low Carbon Economy program, available on the following link <https://www.eeagrants.gov.pt/en/programmes/environment/documents/>.

# Clause 14

# Jurisdiction

The Parties agree to resolve any dispute arising from the application of this Contract exclusively before the Administrative District Court of Lisbon.

# Clause 15

# Effective date and duration

The Contract takes effect on the date of its signature and shall be in force for a period of XXX (XXX) months.

This Contract, which will be signed and initialled by both Parties, is executed in two counterparts, both of which are valid as originals, with one to be retained by each of the Parties.

Lisbon, XX XXXXX 2020.

|  |  |  |
| --- | --- | --- |
| First Party |  | Second Party |
|  |  |  |
| Maria Alexandra Martins Ferreira de Carvalho |  | XXXXX  |
| Third Party |  |  |
|  |  |  |
| XXXXX |  |  |

# Annex I

# XX\_CALL#1\_XXXXX

# Objectives

XX\_CALL#1\_XXXXX will contribute to the overall objectives of the EEA Grants in reducing economic and social disparities in Europe and in strengthening bilateral relations and cooperation with donor countries, contributing to the creation of sustainable businesses and jobs, and the products can potentially sustain other processes in the EU or act as pilot cases in future initiatives.

# Activities and products developed

The project will contribute

# Expected calendar by activity and by partner

Excel file on annex – Sheet ‘Expected calendar by activity and by partner’

# Budget by activity and by partner

Excel file on annex – Sheet ‘PDP cost (budget)’

# Fact sheets with the main characteristics of the Project Promoter and each Partner

**Project Promoter**

**[Project Promotor],**

**Contacts:**

Registered Office:

Phone:

Email:

Website:

Lat: 38º 44 '18.08 "N | Lon: 9º 12' 27.59" W

**Legal Representative:**

**N.I.F.**:

**Legal status:**

**Contact person:**

**Contact person's email address:**

**Mission:**

**Role to play in the project:**

**Experiences relevant to the project:**

**Partners:**

**Name of partner:**

**Abbreviated name of partner:**

**Postal address:**

**N.I.F.**:

**Legal status:**

**Legal Representative:**

**Contact person:**

**Contact person's email address:**

**Department:**

**Mission:**

**Role to play in the project:**

**Experiences relevant to the project:**

# Partnership Agreement between the Project Promoter and its Partners

XX\_CALL#1\_XXXXX is implemented under the partnership format. The partnership agreement between the project promoter and the project partners is set out in Annex II.

# Project Dossier

The project dossier complies with Articles 29, 30, 31, 32, 33 and 34 of the 'Guide for Candidates for Financing Environmental Projects, Climate Change and Low Carbon Economy'.

This Dossier shall be organised, where possible, on digital media and shall be constituted in accordance with the following structure:

**Application**

* Application form and its annexes;
* Descriptive memory of the project;
* Communication of the approval decision;

**Decision**

* Notification of project eligibility;
* Notification of the proposal for an approval decision;
* Notification of the final approval decision;
* Reformulation of application data to meet the recommendations of the scoreboard, where applicable;
* Acceptance term and its annexes;
* Partnership Agreement and Agreement(s) with the partners involved, where applicable;
* Request(s) amendment to the Agreement, where applicable;
* Other relevant documents, including exchange of information with the Environment Programme Operator.

**Payment requests**

* Copy of the discriminating listings of expenditure submitted in payment applications and their analysis reports issued by the Environment Programme Operator which shall contain the following elements:

a) Project identification;

b) Identification of the procurement procedure (number and date of the contract, in the case of expenditure in the context of a public procurement procedure);

(c) identification of eligible expenditure (isolating the value of VAT);

d) Identification of the expense document (invoice and receipt with the respective number/ref., date) and identification of the means of payment/financial flow;

(e) identification of the accounting register;

(f) in the case of partial imputation of the expenditure contained in a document, identification of the imputation criterion;

(g) declaration of conformity of the list submitted and the absence of allocation of expenditure to other financing mechanisms signed by the project promoter.

* documents relating to procurement procedures, including check-list and evidence of compliance with the applicable legal regime;
* Project-specific bank account opening process;
* Duly updated statements proving that both the project promoter and its partners are not debtors to the Tax Administration and Social Security;
* Other relevant documents, including exchange of information with the Environment Programme Operator.

**Payments**

* Bank statements from the deposit of transfers of funds received from the Environment Programme Operator
* Other relevant documents, including exchange of information with the Environment Programme Operator

**Implementation reports**

* Copy of the implementation progress reports and their attachments, if applicable;
* Copy of the final implementation report and its annexes, if applicable;
* Proof of communication of the outcome of the evaluation of the final implementation report;
* Notifications concerning the issuance of the terms of closure of the project by the Environment Programme Operator.;
* Other relevant documents, including exchange of information with the Environment Programme Operator.

**Dissemination and publicity of the support of the Environment Program | EEA Grants**

* Evidence of disclosure and publicity of the support received, according to applicable advertising requirements.

**Monitoring and control**

* Documentation on audits and on-the-spot checks carried out on the project, their reports, contradictory and elements that evidence compliance with any recommendations / corrections;
* Schedule of physical and financial achievement;
* Document proving the VAT situation;
* Tender processes carried out for the execution of the project;
* Documentation on the publicity of the support received.
* Other relevant documents, including exchange of information with the Environment Programme Operator and other EEA Grants authorities such as attendance lists in workshops, meetings, minutes, materials produced for training or support or equipment as well as verification of the physical presence of human resources related to certain project activities.

**Other elements**

* All elements that do not have framing in the above-mentioned items, but essential to the understanding and preservation of the history of the financing of the operation.

# Annex II

# PARTNERSHIP AGREEMENT

# XX\_CALL#1\_XXXXX

#  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”**

# 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’.

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 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).

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)

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).

The main objective of the Project is to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The institutional co-operation aims at the accomplishment of the project goal, through the cooperation between the Parties.

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Project falls within the following Expected Outcome of the Programme: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

3. The total cost of the Project is .................. € (...................................), being shared by Parties in the following manner: ------------------------------------------------------------------------------------------a. ……………………………………………………; --------------------------------------------------------------------------b. ……………………………………………………; --------------------------------------------------------------------------c. ……………………………………………………; --------------------------------------------------------------------------d. ……………………………………………………. --------------------------------------------------------------------------

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.

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 allocates to the indirect costs are as follows:
3. 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 ……………………. €;
4. 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: ……………………. €;
5. 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: ……………………. €;
6. 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: ……………………. €;

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 Project Promotor, 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), (address)
3. For the Partner Entity, First Contracting Party: (name), (address)
4. For the Partner Entity, Second Contracting Party: (name), (address)
5. For the Partner Entity, Third Contracting Party: (name), (address)

The contact persons are:

1. For Project Promoter: (person name), email:\_\_\_\_\_\_\_\_\_\_\_
2. For the Partner Entity, First Contracting Party: (person name), email:\_\_\_\_\_\_\_\_\_\_\_\_
3. For the Partner Entity, Second Contracting Party: (person name), email:\_\_\_\_\_\_\_\_\_\_\_\_
4. For the Partner Entity, Third Contracting Party: (person name), email:\_\_\_\_\_\_\_\_\_\_\_\_

The main contact persons may provide additional collaborators contact data for specific issues.

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 belong to the members who have contributed to its creation and the non-corporate entity of the R&D system shall not hold any 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 paragraphs, 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. 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;
12. Respect the rules regarding information and advertising defined for the Programme;
13. 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;
14. 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;
15. 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.

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 / …………………, ............., 2020

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

 **Promoter 1st Partner Entity**

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

 **2nd Partner Entity XXth  Partner Entity**

1. Individual shops where bottles / cans can be returned, and the deposit refunded. [↑](#footnote-ref-1)