**Partnership agreement**

The partnership agreement is a mandatory annex to the overall project description (B01). It is an agreement between the coordinating partner and the other organisations in the partnership. The partnership agreement stipulates obligations and commitments of all parties to the agreement in the implementation of the exchange project as described in the overall project description (B01).

Norec is not a party to this agreement.

No part of the agreement may be deleted, but the partners may include additional points specific to their partnership.

# **ENTRY INTO FORCE AND DURATION**

1.1. The Agreement shall enter into force at the date of the last signature. It is valid for the period of the agreement entered into or to be entered into as stipulated under paragraph 2.1 and 2.2.

# **FRAMEWORK**

2.1. This partnership agreement applies to the partner organisations referred to in the feasibility study agreement between the applicant and Norec of <enter date of agreement> and in the collaboration agreement to be entered into, including budgets and annexes.

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

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

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

# **PARTIES TO THE AGREEMENT**

3.1. The Partnership Agreement has been entered into between:

1. **Coordinating partner**

Name of organisation: <enter name of organisation>

Name of contact person for the exchange project: <enter name of contact person>

* Email: <enter email address>
* Phone number (include country code): <enter phone number>

1. **Organisation 2**

Name of organisation: <enter name of organisation>

Name of contact person for the exchange project: <enter name of contact person>

* Email: <enter email address>
* Phone number (include country code): <enter phone number>

1. **Organisation 3**

Name of organisation: <enter name of organisation>

Name of contact person for the exchange project: <enter name of contact person>

* Email: <enter email address>
* Phone number (include country code): <enter phone number>

<Enter the number of organisations as applicable>

Jointly referred to as the Parties.

# **PRINCIPAL RESPONSIBILITIES**

4.1. The parties to this partnership agreement agree that:

* The coordinating partner shall coordinate the project within the partnership and shall have sole responsibility for the project towards Norec. The principal line of communication between the other partners in the partnership and Norec is via the coordinating partner.
* The coordinating partner is to be informed of any circumstances likely to hamper or delay the planned implementation of the Agreement, including the achievement of the expected results, and shall immediately report any alterations to or deviations from the Application or budgets, including changes in the contact information of the partner organisations.
* The coordinating partner is responsible for keeping all the partners in the partnership fully informed about any significant issues that may affect the planned implementation of the project.
* If a partner fails to comply with the information requirement, Norec may inform the other partners in the partnership.

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

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

# **FINANCIAL ADMINISTRATION**

**5.1.** All partners must use an accounting software that allows them to keep track of Norec project funds. Non-Norwegian coordinating partners/grant recipients should ideally have a USD bank account, unless there are specific rules preventing them from doing so.

**5.2. Funding principles**

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

**5.3. Round budgets and transfers**

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

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

Norec can only consider direct transfers where national legislation prohibits or severely restricts the transfer of funds abroad. This must be documented by the partnership.

**5.5. Unspent funds**

In the event of any unspent funds, the coordinating partner is obliged to initiate repayment of such funds without delay. Interest income and currency gains on the funds transferred from Norec or on the internal transfers between the partners shall be specified in the financial report. Net gains are to be repaid to Norec. If a new round of exchange has already been approved, Norec may deduct the unspent funds from the next transfer. This does not apply to unspent funds in the last round of the project period.

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

If funds are transferred directly to another partner: The party to this agreement that receives funds directly from Norec will receive an invoice for the unspent funds from the Norwegian National Collection Agency, which represents Norec in outstanding claims against collaborating partners. The Coordinating partner is still financially and legally responsible for the repayment of the funds from all partners within the given deadline.

# **6. MISCONDUCT**

6.1. All parties to this agreement are required to act in accordance with Norec’s ethical principles, including practicing zero tolerance against corruption and other financial irregularities within and related to the Project. Norec has zero tolerance for inaction against sexual exploitation, abuse and harassment (SEAH). The obligations under point 6.1. apply to all participants, staff members and partner organisations.

6.2. In the event of, or suspicion of, financial mismanagement, sexual exploitation, abuse and harassment (SEAH), inaction, or other forms of non-compliance with Norec’s ethical principles, further disbursements may be frozen and legal action will be considered. Norec reserves the right to claim any repayments from the coordinating partner and any other party to this agreement receiving funds directly from Norec.

6.3. The parties to this agreement agree to establish the necessary routines to:

1. prevent or detect any financial mismanagement within the partnership.
2. prevent and manage any cases of harassment, discrimination, or any other form of reprehensible conduct within the partnership.
3. have a victim/survivor-centred approach to SEAH issues and do its utmost to prevent, detect and respond to SEAH within and related to the Project.

6.4. “Financial irregularities” refers to all kinds of:

1. corruption, including bribery, nepotism and illegal gratuities;
2. misappropriation of cash, inventory and all other kinds of assets;
3. financial and non-financial fraudulent statements;
4. all other use of Project funds which is not in accordance with the Agreement.

6.5. Coordinating partner shall inform Norec immediately of any indication of any kind of conduct not in accordance with Norecs’ ethical principles. Coordinating partner shall provide Norec with an account of all the known facts and an assessment of how the matter should be followed up, including whether criminal prosecution or other sanctions are considered appropriate. If the coordinating partner fails to comply with their information responsibility, all other parties to this agreement are responsible to inform Norec.

6.6. The matter will be handled by Norec in accordance with Norec’s procedures and routines for handling suspicion of financial irregularities or harassment/SEAH. All Parties to this agreement shall co-operate fully with Norec’s investigation and follow-up.

6.7. In the event of, or suspicion of a SEAH event, Norec shall be provided with a report of the relevant facts and an assessment of how the matter will be followed up, including whether the organisation will improve internal systems to prevent, detect and respond to SEAH, and whether criminal prosecution or other sanctions are considered appropriate, considering the rights, needs and wishes of the survivor/victim. The reporting will be made without compromising the safety, security, privacy and due process rights of any concerned person. The report will be handled by Norec in accordance with Norec’s guidelines for handling SEAH events.

# **MONITORING, EVALUATION AND REPORTING**

The parties to this partnership agreement agree:

* To hold at least one formal meeting in the partnership in each round of exchange and a yearly review meeting with Norec.
* That the coordinating partner shall prepare the consolidated progress, results, financial and audit reports for the rounds. The other partners commit to preparing inputs for these reports in good time, according to the requirements, standards and deadlines set by Norec and the coordinating partner. It includes financial and audit reports for their project accounts for each completed round of exchange and submit these to the coordinating partner for consolidation in time and in accordance with the standards set by Norec.
* The project accounts shall be audited in accordance with the ISA 805 standard. All audits must be carried out by independent chartered/certified auditors. The audit must be carried out in accordance with the Norec template for financial reports. The auditor must confirm the amount transferred from Norec and/or the coordinating partner. The exchange rate used for each transfer or the average for the round must also be specified and confirmed. The auditor must confirm any unspent funds and currency gain/loss.
* The coordinating partner shall monitor the project as required. The coordinating partner is responsible for informing Norec of any relevant managerial issues related to the programme, personnel or financial administration.
* Norec and the Auditor General of Norway shall have general access to monitor all aspects of the project, as well as the individual partners. Such monitoring may include following up on the activity and the financial reports and audits, attending review meetings, and conducting field visits to individual partners and participants in the partnership. Norec may hire external consultants to evaluate the project or conduct such evaluations themselves. The rights and obligations of this article shall remain in force for 5 years following expiry of termination of the contract, whichever occurs later.

# **PARTICIPANT ADMINISTRATION**

The parties to this partnership agreement agree to the following:

8.1. Recruitment criteria shall be agreed upon by all Parties involved and be available in written form. Participants shall be recruited according to the agreed criteria and the work tasks/activities/assignments described in the Application. All the organisations involved shall assess one another’s candidates, i.e. the participants they will receive.

8.2. All participants shall have a contract of employment that minimum contains the following items:

* Names and signatures of participant (employee) and partner (employer)
* Duration of the contract: it shall be valid for the period the participant is active in the project
* Legal basis of the contract: it shall observe applicable national labour and taxation laws, standards and requirements
* Details of termination of the contract: it shall cover possible terms for a probationary period/grounds for dismissal of the participant in accordance with relevant national laws
* Allowance/stipend: the contract shall specify the monthly allowance/stipend to be paid to the participant, taxes, and mandatory deductions, when (date), to which bank account and in which currency.
* Pension: the contract shall include accruals of pension rights for the participant if applicable
* Details of working conditions such as working hours/days and holidays
* Accommodation: the contract shall specify the standard of accommodation to be offered to the participant, and which utilities will be covered by the host partner
* The participant’s tasks/duties, including attendance at Norec training courses and follow-up work as well as any reports to be written
* Details of the health and travel insurance for the participants
* Contact information: relevant contact details (telephone numbers, email and postal addresses
* Supervision: the contract shall specify that the participant is to be managed and supervised by the host partner during the exchange period, unless otherwise agreed.
* Annexes: the host organisation’s emergency plan and Norec’s ethical principles shall be attached to the contract

8.3. All participants shall have visas and/or work permits according to the national legislation of the host country.

8.4. All participants shall be provided with a safe, productive, and meaningful stay with the host partner; covered by a medical scheme as well as an emergency preparedness plan, including possible evacuation in the event of a serious incident.

8.5. All participants shall be provided with an accommodation which is safe and of reasonable standard of living in the host country. When consider the safety of the accommodation, the coordinating partner must consider how culture and gender of the participants might impact it.

8.6. All participants shall receive part of their allowance/stipend prior to the Norec preparatory training and/or before departure from home country.

8.7. All participants shall be informed of Norec’s ethical principles and that they are expected to act in accordance with those principles in their work and in their relations with others. All participants shall also be informed of any whistle-blower mechanisms, and procedures for preventing, managing and following up cases of misconduct, including cases of sexual exploitation, abuse and harassment.

8.8. The Parties to this agreement must fulfil the terms and conditions of employment as set out in the contracts of employment and acts in accordance with this article of the Agreement.

# **TERMINATION OF THE PARTNERSHIP AGREEMENT**

The coordinating partner may terminate the partnership agreement with a partner with immediate notice in the event of mismanagement of the project, including project and participant administration or financial mismanagement, sexual exploitation, abuse and harassment (SEAH), inaction, or other forms of non-compliance with Norec’s ethical principles. The coordinating partner shall in such cases consult with the other partners in the partnership. Each partner may terminate the partnership agreement with six months’ notice.

# **SIGNATURES**

The following partners consent to the role of the coordinating partner as described in this partnership agreement and agree to support the coordinating partner in fulfilling the responsibilities set out in the agreements with Norec as referred to under paragraph 2.1. and 2.2. of this agreement.

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

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

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

Delete or add as many organisations as required.