Disclaimer:

The proposed model of agreement between the Lead Partner, the Beneficiary Partner(s) and, if any, the Expertise Partner(s) for the implementation of the Project includes all minimum compulsory requirements that the signed Partnership Agreement must contain. Additional elements should be included by the Project Consortium in order to tailor the Partnership Agreement to Parties’ specific needs. Additional provisions included in the final Partnership Agreement must in any case be in line with the Project Contract and the Call for Proposals. The FO has the right to intervene in case such provisions jeopardize the performance of the Project Contract and its annexes and/or could in any manner be contrary to the Award Decision. In any event, in case of conflicting provisions, Project Contract including the General Conditions shall prevail over the Partnership Agreement.

It is strongly advised to check whether the terms and clauses – especially those dealing with company law, property law, disputes between partners and compensation for damages – are correct and consistent with the applicable law. The Fund Operator cannot under any circumstances or for any other reason whatsoever be held liable for damage or injury sustained by the use of this model. The Fund Operator therefore cannot accept any claim for compensation or increases in payment in connection with such damage or injury. The Fund Operator cannot be held responsible for any disputes among Parties arising due to misinterpreted or invalid provisions of the Partnership Agreement.

Partnership Agreement   
concerning the implementation   
of project no. 2018-1-0659

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**Výzkumný ústav veterinárního lékařství, v. v. i. (Veterinary Research Institute, p. r. i.)**

**registered under the number: 00027162**

**registered address: Hudcova 70, 621 00, Brno, Czech Republic**

**represented by Mr Martin Faldyna, the director**

hereinafter referred as the “Lead Partner”

of the one part,

and

1.

**Biomedicínske centrum Slovenskej akadémie vied, (Biomedical Research Center of the Slovak Academy of Sciences)**

**registered under the number 50073869**

**registered address at Dúbravská cesta 9, 845 05 Bratislava, Slovakia**

represented by **Ms Silvia Pastoreková, the director**

hereinafter referred as the “Beneficiary Partner”

2.

**Федеральное государственное бюджетное научное учреждение «Федеральный научный центр исследований и разработки иммунобиологических препаратов им. М.П. Чумакова РАН» (Federal State Budgetary Scientific Institution «Chumakov Federal Scientific Center for Research and Development of Immune-and-Biological Products of Russian Academy of Sciences»)**

**registered under the number OGRN 1167746624847**

**registered address: Premises 8, Building 1, Village of Institute of Poliomyelitis, settlement “Moskovskiy”, 108819 Moscow, Russian Federation**

represented by **Mr. Aydar Ayratovich Ishmukhametov , Director General**

hereinafter referred as the “Beneficiary Partner”

3.

**Folkehelseinstituttet (Norwegian Institute of Public Health)**

**registered under the number 983 744 516**

**registered address: PO Box 222, Skøyen, 0213 Oslo, Norway**

represented by **Mr. Geir Bukholm,** **Director of Infection Prevention and Control**

hereinafter referred as the “Expertise Partner”

4.

**International Centre for Genetic Engineering and Biotechnology (ICGEB)**

**official registration number:** not applicable

**registered address : Padriciano n: 99, Trieste, Italy, Zip-code: 34149**

**represented by: Dr. Lawrence Banks, Director General**

hereinafter referred as the “Expertise Partner”

5.

**Umeå Universitet (Umea University)**

**official registration number: 202100-2874 / SE202100287401**

**registered address at SE-90187 Umea, Sweden**

represented by **Per Ragnarsson, University Deputy Director**

hereinafter referred as the “Expertise Partner”

of the other part,

together hereinafter jointly referred as the “**Parties”** have agreed as follows:

# Definitions

1. For the purposes of this Partnership Agreement the following definitions apply:
   1. Lead Partner (LP): the Project Partner, established in one of the 15 EEA and Norway Grants Beneficiary States, in a Donor State or in a form of an international organisation, who takes the overall responsibility for the implementation of the entire Project.
   2. Beneficiary Partner (BP): an eligible entity established in any of the 15 Beneficiary States of the EEA and Norway Grants (Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, Croatia, Romania, Bulgaria, Greece, Cyprus, Malta and Portugal) or in Albania, Belarus, Bosnia and Herzegovina, Macedonia, Moldova, Montenegro, Russia, Serbia, Turkey and Ukraine, that together with the Lead Partner, other Beneficiary Partners and any Expertise Partners form the transnational project consortium that will carry out the Project.
   3. Expertise Partner (EP): any entity established as a legal person in a Donor State, in a non-eligible EU Member State or an international organisation that contributes expertise relevant to the Project. The EP may participate in the Project financially and contributes to its implementation, as identified in the approved full proposal form.

# Purpose

1. This Partnership Agreement is entered into in the context of the partnership established between the Parties. It is drawn up in accordance with the Project Contract No 2018-1-0659 signed between the Fund Operator (“**FO**”) and the Lead Partner on **16th November 2020** (hereinafter referred to as the “**Project Contract**”) in order to implement the Project entitled TBFVNET: SURVEILLANCE AND RESEARCH ON TICK-BORNE FLAVIVIRUSES (TBFV) (the “**Project**”) as described in Annex II to the Project Contract (hereinafter referred to as the **“Project Description”**).
2. By this Partnership Agreement the Lead Partner and the Beneficiary Partners and Expertise Partners form a consortium (the “**Project Consortium**”) for the purpose of implementing the Project.
3. This Partnership Agreement also serves explicitly as a written power of attorney granted by the Beneficiary Partners and the Expertise Partners to the Lead Partner and authorises the latter to perform the specific duties and responsibilities on behalf of the Consortium as set out below.

# Subject of the Partnership Agreement

1. By this Partnership Agreement, the Parties define their rights, responsibilities and obligations. The Partnership Agreement sets forth the terms and conditions of their cooperation in order to successfully implement the Project in accordance with the Project Contract and its Annexes.
2. The Parties commit themselves to jointly implement the Project in accordance with the Project Contract, with the aim of achieving the objectives of the Project. This also includes the commitment to produce qualitative outputs and to achieve the set outcomes.
3. The Parties declare that they have carefully read and understood the legal documents applicable to the Project, including the Project Contract and its Annexes, the text of the Call for Proposals, any other templates and guidance provided by the FO, and the other relevant rules relating to the Project. In case changes in the Project Contract affect the Partnership Agreement, this Agreement shall be adjusted accordingly.

# General Principles

1. The Parties undertake to implement the Project by complying with the common values of respect for human dignity, freedom, democracy, equality, the rule of law and respect for human rights, including the rights of persons belonging to minorities. The Parties also undertake to comply with the principles of good governance and to implement the Project in a participatory and inclusive, accountable, transparent, responsive, effective and efficient manner. There shall be zero-tolerance towards corruption.
2. The Parties hereby further confirm and undertake to implement the Project in accordance with the provisions provided and set out in the Project Contract and its Annexes.
3. The Parties undertake to implement the Project in accordance with the principles outlined in the Ethical Guidelines (Annex III to the Project Contract) and in accordance with the Article 9 of General Conditions *(Principles of Project implementation and Ethical Guidelines*) (Annex I to the Project Contract).
4. The Partnership Agreements regulates the relations between the Parties in order to ensure a sound implementation of the Project. Each Party shall implement its part of the Project as defined in the Project Description.
5. If a provision of this Partnership Agreement is or becomes invalid or if the Partnership Agreement contains unintentional gaps or misprints, this shall not influence the validity of the other provisions of the Partnership Agreement. The Parties shall replace any invalid provision by a valid one that is as close as possible to the purpose and intent of the invalid provision.
6. In case of matters not regulated by this Partnership Agreement, the Parties agree to find a joint solution.
7. The Lead Partner is the coordinator and manager of the Project. The Lead Partner may not delegate its coordination and managerial role and overall responsibility for Project implementation to the Beneficiary Partners and/or the Expertise Partners.

# List of annexes

1. This Partnership Agreement includes the following Annexes:
   1. List of the Parties’ bank account details;
   2. Copy of the signed Project Contract with all Annexes, including any amendments;
2. The Annexes constitute an integral part of the Partnership Agreement.

# Cooperation in the Project Implementation

1. The parts of the Project implemented by the Beneficiary Partners and the Expertise Partners, and any additional responsibilities of the Beneficiary Partners and the Expertise Partners in Project implementation are specified in the Project Description.

# Entry into force and duration

1. This Partnership Agreement shall take effect on the date of the last signature.
2. It shall remain in force until the Lead Partner has discharged in full its obligations towards the FO and towards its Beneficiary Partners and Expertise Partners.

# Participation and liability

1. The Parties acknowledges that this Partnership Agreement under no circumstances limits or changes the obligations and responsibilities of the Lead Partner arising from the Project Contract.
2. Without prejudice to paragraph 1 of this Article, the Parties are jointly liable for the performance and the quality of the overall Project under the Project Contract.
3. Each Party shall respect and abide by all applicable laws and regulations in force in the country where it is established and shall ensure that its personnel also respects and abides by all such laws and regulations. Each Party shall also comply with relevant rules concerning equal opportunities, protection of environment, financial management, branding, and EU and national public procurement rules.
4. Without prejudice to Article 11 (*Role of the Lead Partner*) of the General Conditions, each Party shall be responsible under this Partnership Agreement for the proper and prompt performance of its obligations and responsibilities.

# Obligations and responsibilities of the Lead Partner

1. The Lead Partner shall take all the steps needed to properly manage the Project in accordance with the provisions set out in the Project Contract and to implement the Project in collaboration with the Beneficiary Partners and the Expertise Partners.

# Obligations and responsibilities of the Beneficiary Partners and the Expertise Partners

1. The Beneficiary Partners and the Expertise Partners shall:
   1. Respect the time schedule for the Project, including the deadlines for reporting, and the financial performance in relation to the Project implementation, and shall contribute to the achievement of outputs and outcomes of the Project;
   2. Immediately inform the Lead Partner:
      1. Of all issues that affect or could affect the Project implementation, the performance of this Partnership Agreement or the Project Contract or its validity;
      2. Of any controls or monitoring of the Project performed by other entities than the FO;
      3. If the expenditures are not consistent with the forecasted budget as described in Project Description, which may imply the need for an amendment to Project Contract, or circumstances arise which entitle the FO to reduce payment, or to demand repayment, of the Grant, whether wholly or in part;
      4. Of all planned procurement of goods, services and works for the Project implementation;
      5. Of any change in legal, financial, technical, organisational or ownership situation as well as regarding any change in the name, address or legal representative;
      6. Of any plans to leave the Consortium and/or of any issues that could possibly result in changes in the Consortium composition.
   3. Provide all information relating to the Project to the Lead Partner in the appropriate form and in time;
   4. Perform mandatory monthly up-dates in the EGREG system on time and with due diligence;
   5. Promptly react to any request made by the FO and/or the FMO, the EFTA Board of Auditors and the Office of the Auditor General of Norway and provide them with the information and documents required;
   6. Demonstrate that expenditures registered in the EGREG system have been incurred only for the purpose of the Project implementation and correspond to the activities described in the Project Description;
   7. Appoint a project manager for the activities for which they are responsible and give to the appointed manager the authority to represent the Partner in the Project and act as focal point so as to ensure sound project management.
   8. Procure goods, services or works in accordance with Articles 15 (*Sub-contracting*) and 18 (*Procurement)* of the General Conditions.
   9. Publish on their websites all the required information on Project implementation, including announcements concerning currently conducted procurement procedures.
2. The Beneficiary Partners and the Expertise Partners shall carefully retain all documents related to the implementation of the Project in accordance with Article 49 (*Record keeping*) of the General Conditions.

# Steering committee

1. The steering committee is the decision-making body of the Project. It shall be composed of representatives of the Parties duly authorised to represent the respective Parties. It shall be chaired by the Lead Partner and it shall meet on a regular basis. External key stakeholders may also be invited to take part in one or more meetings in an observer/advisory capacity.
2. The steering committee shall at least:
   1. be responsible for steering the Project as well as monitoring, validating the achievement of the planned outcomes in accordance with the Project Contract and its Annexes;
   2. perform the financial monitoring of the Project implementation;
   3. monitor and manage deviations of the Project implementation;
   4. propose Project modifications (e.g. budget, activities, and duration) if needed;
   5. be responsible for the settlement of any disputes within the partnership.

# Financial and Payment provisions

1. The maximum amount of the Grant is EUR 1 195 517,00 as set out in Article 3 (*Financial provisions*) point 2 of the Project Contract.
2. The Project Grant rate is determined based on the Grant rate per each Project Partner as set out in Article 3 (*Financial provisions*) point 2 of the Project Contract.
3. The Beneficiary Partners and the Expertise Partners are responsible towards the Lead Partner for ensuring the sound financial management of the Project’s budget as indicated in the latest version of the approved Project Description.
4. It is the responsibility of the Lead Partner to distribute the Grant that it has received from the FO to the Beneficiary Partners and the Expertise Partners in accordance with the Project Description. To this end, the Lead Partner shall distribute the Grant as follows:

4.1 The grant rate of **Výzkumný ústav veterinárního lékařství, v.v.i. (Veterinary Research Institute**, shall constitute 90% of the total eligible Partner ´s costs with required co-financing of 10%. Total eligible Partner´s costs are 285 602,89. Amount of the grant is: 257 042,6 EUR.

4.2 The grant rate of **Biomedicínske centrum Slovenskej akadémie vied (Biomedical Research Center of the Slovak Academy of Sciences**) shall constitute 90% of the total eligible Partner’s costs with required co-financing of 10%. Total eligible Partner´s costs are **242 500 EUR. Amount of the grant is: 218 250 EUR.**

4.3 The grant rate of **Федеральное государственное бюджетное научное учреждение «Федеральный научный центр исследований и разработки иммунобиологических препаратов им. М.П. Чумакова РАН» (Federal State Budgetary Scientific Institution «Chumakov Federal Scientific Center for Research and Development of Immune-and-Biological Products of Russian Academy of Sciences»)** shall constitute **90%** of the total eligible Partner’s costs with required co-financing of **10%.** Total eligible Partner´s costs are **227 425EUR**. Amount of the grant is: 204 682,5 EUR.

4.4 The grant rate of **Folkehelseinstituttet (Norwegian Institute of Public Health)** shall constitute **100%** of the total eligible Partner’s costs with required co-financing of **0%**. Total eligible Partner´s costs are **112 050 EUR**. Amount of the grant is 112 050 EUR.

4.5 The grant rate of **International Centre for Genetic Engineering and Biotechnology – ICGEB** shall constitute **85%** of the total eligible Partner’s costs with required co-financing of **15%.** Total eligible Partner´s costs are **273 299,19 EUR**. **Amount of the grant is: 232 304,31.**

4.6 The grant rate of **Umeå Universitet (Umeå University)** shall constitute **90%** of the total eligible Partner’s costs with required co-financing of **10%.** Total eligible Partner´s costs are **190 209,50 EUR. Amount of the grant is: 171 188,55 EUR.**

1. The Lead Partner shall transfer the appropriate Grant amount to each Partner within 14 calendar days after receiving the payment from the FO.
2. It is the responsibility of the Parties to provide project co-financing in the amount and upon the terms indicated in the Project Description.
3. Project expenditure incurred by the Beneficiary Partners and the Expertise Partners is eligible in accordance with the provisions of the Project Contract and its Annexes.
4. The Beneficiary Partners and the Expertise Partners may only request payments for the appropriate Grant amount by providing proof of progress of the respective parts of the Project towards the achievement of the outputs and outcomes as set out in Project Description. To this end, each Beneficiary Partner and the Expertise Partner shall commit to providing the Lead Partner with complete and accurate narrative and financial information needed to draw up and submit to the FO the relevant Interim and Final Reports in accordance with provisions of the Project Contract.
5. Any costs, fees or taxes not eligible or any other duties arising from the entering into or the implementation of this Agreement shall be borne by the Parties.

# Non-fulfilment of obligations

1. The Beneficiary Partners and the Expertise Partners shall promptly inform the Lead Partner and provide all necessary details should events occur that might jeopardise the implementation of the Project.
2. Should the Beneficiary Partners and/or the Expertise Partners not fulfil in due time its obligations under this Partnership Agreement, the Lead Partner shall require the concerned Beneficiary Partners (and /or the Expertise Partners) to fulfil such obligations within reasonable deadlines set by itself in its capacity of Lead Partner. Should the non-fulfilment continue for 30 days, the Lead Partner may decide to exclude the concerned Beneficiary Partners or the Expertise Partner from the Project after having obtained the FO’s approval. In this case, the other Parties shall be immediately informed of such decision and shall take over the tasks of the excluded Partner as decided among themselves.
3. The excluded Project Partner shall:
   1. Refund to the Lead Partner any unduly paid Grant amount;
   2. Compensate any damage to the Lead Partner and the remaining Beneficiary Partners and the Expertise Partners as decided among themselves.

# Reporting obligations of the Beneficiary Partners and the Expertise Partners

1. The Beneficiary Partners and the Expertise Partners shall provide all information and documents foreseen in Article 28 (*Reporting*) and Article 29 (*Proof of expenditure*) of the General Conditions.
2. The Beneficiary Partners and the Expertise Partners are obliged to respect the reporting periods mentioned in Article 6 (*Reporting periods*) of the Project Contract.
3. In order to meet the deadlines for reporting, each Beneficiary Partner and Expertise Partner commits itself to deliver to the Lead Partner via EGREG system the necessary information and documents 7 days before the deadline, to enable the timely submission of the respective Interim/Final Report.
4. All expenditure shall be reported in Euro.
5. Expenditure incurred by the Beneficiary Partners and the Expertise Partners in a currency other than the Euro shall be converted into Euro according to Article 27 (*Currency for financial reporting and payments*) of the General Conditions.
6. All reported expenditure shall be supported by proof of expenditure provided in accordance with Article 29 (*Proof of expenditure*) of the General Conditions.
7. The Parties decide to provide the proof of expenditure as follows:
   1. The Lead Partner in the form of **‘report by an auditor’ in accordance with requirements of Article 29 (*Proof of expenditure*) of the General Conditions.**

7.2 Biomedical Research Center of the Slovak Academy of Sciences in the form of **‘report by an auditor’ in accordance with requirements of Article 29 (*Proof of expenditure*) of the General Conditions.**

7.3 FSBSI "Chumakov FSC R&D IBP RAS" in the form of **‘report by an auditor’ in accordance with requirements of Article 29 (*Proof of expenditure*) of the General Conditions.**

7.4 Norwegian Institute of Public Health in the form of **‘report by an auditor’ in accordance with requirements of Article 29 (*Proof of expenditure*) of the General Conditions.**

7.5 Umeå University in the form of **submitting supporting documents** **in accordance with requirements of Article 29 (*Proof of expenditure*) of the General Conditions.**

7.6 International Centre for Genetic Engineering and Biotechnology – ICGEB in the form of **‘report by an auditor’ in accordance with requirements of Article 29 (*Proof of expenditure*) of the General Conditions.**

# Monitoring and audits

1. For monitoring and audit purposes, the Beneficiary Partners and the Expertise Partners shall:
   1. Retain all files, documents and data mentioned in Article 49 (*Record keeping*) of the General Conditions, for at least 5 years starting from the date of the Final Payment;
   2. Grant to the FO, the FMO, the EFTA Board of Auditors and the Office of the Auditor General of Norway prompt, full, and unimpeded access to all information, documents, persons, locations and facilities mentioned in Article 35 (*General Rules*) of the General Conditions for at least 5 years starting from the date of the Final Payment;
   3. Immediately provide the Lead Partner with any information needed related to monitoring visits and audits;

# Suspension of payments and reimbursement

1. Should the FO decide, in accordance with Article 41 (*Suspension of payments*) of the General Conditions, to suspend payments to the Lead Partner, the Beneficiary Partners and the Expertise Partners shall take all necessary measures to elucidate the grounds for suspension.
2. For the purposes of paragraph 1 of this Article, the Lead Partner shall, without any delay, submit a copy of the FO’s decision to the Beneficiary Partners and the Expertise Partners.
3. If any Partner breaches the contractual obligations, the Lead Partner is authorized to immediately suspend any payments of Grant funds to such Partner.

# Recovery of unduly paid Grant contribution

1. Should the FO, in accordance with Articles 50 (*Recovery*) and Article 51 (*Recovery procedure*) of the Project Contract General Condition, require recovery for a Grant amount already transferred, the Beneficiary Partners and the Expertise Partners concerned shall transfer its portion of the unduly paid out amount to the Lead Partner.
2. In case no Beneficiary Partner or Expertise Partner can be held individually responsible for the recovery, the amount to be repaid shall be apportioned *pro rata* in line withtheir respective Project budget shares among all Beneficiary Partners and the Expertise Partners.

# Termination of the Partnership Agreement

1. The Lead Partner has the right to terminate the Partnership Agreement with respect to the Beneficiary Partners and/or the Expertise Partners, in case the Project Contract is terminated in accordance with Article 44 (*Termination by either Party*) and 45 (*Termination by the FO*) of the General Conditions.

# Amendments

1. Any modifications to this Partnership Agreement require an amendment. Amendments shall only be effective if they have been agreed upon in writing and have been indicated as amendments to this Agreement.
2. The Parties shall ensure that in case of modification of the Project Contract provisions, the updates derived thereof shall be reflected in the Partnership Agreement by introducing and applying amendments to the relevant clauses of the Partnership Agreement.

# Cooperation with third parties and assignment

1. In case of cooperation with third parties (e.g. including sub-contracts), each Partner shall remain solely liable towards the Lead Partner for the performance of its responsibilities and obligations as set out in this Partnership Agreement.
2. No Party shall have the right to transfer its rights and/or responsibilities and obligations under this Partnership Agreement without the prior consent of the other Parties.
3. The Parties acknowledge that any assignment of rights and/or responsibilities and obligations under this Partnership Agreement is subject to the FO’s prior consent in accordance with the provisions of the Project Contract.

# Confidentiality Requirements

1. The Parties shall abide by the confidentiality rules as described in Article 5 (*Confidentiality*) of the General Conditions.
2. According to the Slovak Act no. 211/2000 Coll. on the Free Access to Information, as amended, BMC SAV is obliged to publish the text of this Partnership Agreement. The Parties agree that this Partnership Agreement shall be published in the Central Register of Contracts maintained by the Government Office of the Slovak Republic. The Partnership Agreement shall be made accessible to the general public, but personal data, signatures and bank account information shall be omitted.
3. VRI is an obligated subject under the Czech act no. 340/2015 Coll. of the Czech Republic, on special conditions for the effectiveness of some contracts, the disclosure of these contracts and the Registry of contracts (Act on the Registry of contracts). Provisions of the Act on the Registry of contracts obligates public institutions to transparently publish a copy of this agreement in Registry of contracts before the agreement enters into force.

# DATA PROTECTION

1. The Parties shall process personal data related to Project implementation in compliance with Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) as well as with the applicable national laws on data protection.
2. Any personal data shall be processed solely for the purposes of the implementation of the Project as described in the Project Description.
3. The Parties hereby declare that:
4. they possess appropriate technical and organisational security measures necessary to preserve the strictest confidentiality and limit access to personal data;
5. the processing of the personal data will be carried out in accordance with the relevant provisions of the applicable data protection law, especially the General Data Protection Regulation.
6. The Parties shall limit access and use of personal data to that which is strictly necessary for the performance, management and monitoring of the Partnership Agreement.

# Applicable Law and Disputes resolution

1. This Partnership Agreement is governed by the laws of Belgium.
2. Parties will try to resolve any differences occurring during the fulfilment or interpretation of this Partnership Agreement on a friendly basis. In case of persisting disagreement any party is entitled to recourse to the competent court.

# Publicity, Information and Communication

1. All Parties shall ensure adequate promotion of the Project and its results both towards target groups and the general public.
2. Any information, communication and publicity measure undertaken by any of the Parties shall be implemented according to Articles 6 (*Visibility*) and 7 (*Information and communication activities*) of the General Conditions.

# Working language and Notification

1. The language of the Project is English.
2. The language of this Partnership Agreement shall be English. In case the Partnership Agreement is also set out in a language other than English, the English version shall be the only binding version.
3. All notifications and other communications between the Parties shall be made in writing and in English according to Article 1 above and sent to the following addresses:

For the Lead Partner: Veterinary Research Institute

XXXXXXXXXXXX

XXXXXXXXXXXXX

For the Beneficiary Partners:

Biomedicínske centrum Slovenskej akadémie vied, (Biomedical Research Center of the Slovak Academy of Sciences):

XXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

Federal State Budgetary Scientific Institution “Chumakov Federal Scientific Center for Research and Development of Immune-and-Biological Products of Russian Academy of Sciences”:

XXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXX

For Expertise Partners:

Folkehelseinstituttet (Norwegian Institute of Public Health):

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International Centre for Genetic Engineering and Biotechnology (ICGEB):

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XXXXXXXXXXXXXXXXXXXXXXXX

Umeå Universitet (Umea University):

XXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX

# Other Terms

1. The present Agreement must be signed by the Parties and evidence of the signature has to be provided at the latest within one month after the entering into force of the Project Contract between the FO and the Lead Partner. The FO reserves the right to check this Partnership Agreement in order to verify that it has been signed and that it is compliant with the minimum requirements as set out in the template made available by the FO.

# Counterparts

1. This Partnership Agreement may be executed by the Parties to it on separate counterparts and each such counterpart shall constitute an original of this Partnership Agreement. All such counterparts taken together shall constitute one and the same instrument. This Partnership Agreement shall not be effective until each party has executed at least one counterpart.

Executed in as many original copies as there are Parties, each Party acknowledging receipt of one original, plus one extra original copy to be submitted to the FO by the Lead Partner immediately after the final signature. Electronic signatures shall be deemed original signatures for purposes of this Project Contract, with such electronic signatures having the same legal effect as original signatures.

|  |
| --- |
|  |
| Name of Lead Partner: |
| Name and function of legal representative: |
| Signature: |
| Stamp (if exists) |
|  |
| Place, Date: |
| Name of Beneficiary Partner: |
| Name and function of legal representative: |
| Signature:  Stamp (if exists) |
| Place, Date: |
| Name of Beneficiary Partner: |
| Name and function of legal representative: |
| Signature:  Stamp (if exists) |
|  |
| Place, Date: |
| Name of Expertise Partner: |
| Name and function of legal representative:  Signature:  Stamp (if exists) |
| Place, Date: |
| Name of Expertise Partner: |
| Name and function of legal representative:  Signature:  Stamp (if exists)   |  | | --- | | Place, Date: | | Name of Expertise Partner: | | Name and function of legal representative:  Signature:  Stamp (if exists) | |

# Annexes

* 1. List of the Parties’ bank account details;
  2. Copy of the signed Project Contract with all Annexes, including any amendments;

List of the Parties’ bank account details

Lead Partner’s bank account:

ACCOUNT Holder : Výzkumný ústav veterinárního lékařství, v. v. i.

IBAN / Account No. CZ44 0100 0001 2321 3125 0287

BIC / SWIFT CODE: KOMBCZPP

BANK NAME: Komerční banka, a.s.

ADDRESS OF BANK BRANCH: Na Příkopě 33, čp. 969

TOWN / CITY : Praha 1

POSTCODE: 114 07

COUNTRY: Czech Republic

Beneficiary Partner’s bank account:

ACCOUNT Holder: Biomedicínske centrum SAV, Dúbravská cesta 9, 845 05 Bratislava, Slovak Republic

Account name: Dary a granty, Biomedicínske centrum SAV

IBAN / Account No.: SK77 8180 0000 0070 0055 1066

BIC / SWIFT CODE: SPSRSKBAxxx

BANK NAME: Štátna pokladnica

ADDRESS OF BANK BRANCH: Radlinského 32

TOWN / CITY: Bratislava

POSTCODE: 810 05

COUNTRY: Slovak Republic

ACCOUNT Holder: FSBSI Chumakov FSC R&D IBP RAS (National ID 7751023847)

Account No. 40502978438001000011

SWIFT CODE: SABRRUMM

BANK NAME: SBERBANK

ADDRESS OF BANK BRANCH: VAVILOV UL. 19

TOWN / CITY: MOSCOW

POSTCODE: 117997

COUNTRY: RUSSIAN FEDERATION

Expertise Partner´s bank account:

ACCOUNT Holder: ICGEB External Fund Euro, Padriciano 99, 34149 Trieste, Italy

Account name: ICGEB - EXTERNAL FUND EURO

IBAN / Account No.: IT 33 L 02008 02230 000008676099

BIC / SWIFT CODE: UNCRITM10PA

BANK NAME: UNICREDIT S.p.A.

ADDRESS OF BANK BRANCH: Via S. Nicolò, 16/a

TOWN / CITY: TRIESTE

POSTCODE: 34121

COUNTRY: Italy

ACCOUNT Holder: Norwegian Institute of Public Health, P.O.Box 222, Skøyen, 0213 Oslo, Norway

Account name: Norwegian Institute of Public Health

(Nasjonalt folkehelseinstitutt)

IBAN / Account No.: NO71 7694 0506 820

BIC / SWIFT CODE: DNBANOKKXXX

BANK NAME: DNB ASA

ADDRESS OF BANK BRANCH: p.o Box 1600, Sentrum

TOWN / CITY: Oslo

POSTCODE: 0021

COUNTRY: Norway

ACCOUNT Holder: UMEA University, 901 87 Umeå, Sweden

Account name: UMEA University

IBAN / Account No.: SE09 1200 0000 0128 1011 8949

BIC / SWIFT CODE: DABASESX

BANK NAME: Danske Bank

ADDRESS OF BANK BRANCH: BOX 7523

TOWN / CITY: Stockholm

POSTCODE: SE-103 92

COUNTRY: Sweden