PARTNERSHIP AGREEMENT

**The Ministry of Culture** **of the Republic of Estonia** (hereinafter *Programme Operator*), registration number: 70000941, legal address: Suur-Karja 23, Tallinn 15076, in the person of Secretary General Kristiina Alliksaar acting on the basis of the Statutes of the Ministry of Culture, on the one part, and

**Bern University of Applied Sciences** (hereinafter referred to as the *Partner*), registration number: UID-Nr. CHE-319.685.045, legal address: Berner Fachhochschule, Departement für Soziale Arbeit, Hallerstrasse 10, 3012 Bern, in the person of Rector Prof. Dr Sebastian Wörwag, on the other part,

hereinafter referred to as the *Party* and jointly the *Parties*,

aiming to enhance the Parties’ cooperation and bilateral relations,

have concluded a Partnership Agreement (hereinafter *Agreement*) for the implementation of the activities of the support measure ‘Supporting Social Inclusion’ of the Swiss-Estonian cooperation programme 2022–2029.

**1. Legal framework**

1. The Parties shall guarantee that activities are implemented in accordance with the following regulations, rules and national legislation:

1.1 The Framework Agreement between the Swiss Federal Council and the Government of the Republic of Estonia on the implementation of the Second Swiss Contribution to selected member states of the European Union to reduce economic and social disparities within the European Union (hereinafter *the Framework Agreement*)

1.2 The regulations on the implementation of the Second Swiss Contribution to selected Member States of the European Union to reduce economic and social disparities within the European Union (hereinafter *the Swiss Regulation*)

1.3 The respective country’s national legislation

1.4 The Support Measure Agreement between the Swiss Agency for Development and Cooperation and the State Shared Service Centre on the Support Measure Supporting Social Inclusion

1.5 The Support Measure Implementation Agreement between the State Shared Service Centre and the Ministry of Culture

2. Subject of the Agreement and basis for its conclusion

2.1 The basis for the conclusion of the Agreement is Regulation of the Government of the Republic of Estonia No. 49 ‘Conditions and procedure for using the support of the Swiss-Estonian cooperation programme in 2022–2029’ (hereinafter *Estonian Regulation*) and Order No. .... of the Minister of Culture.

2.2 The subject of the Agreement is the organisation of the partnership of the Parties, including defining the respective rights and obligations thereof, in the performance of the activity.

3. Duration of the Agreement

3.1 The Agreement shall enter into force on the date of its signing by the Parties and shall be implemented retroactively from 01.09.2024.

3.2 The activities shall be implemented and costs shall be eligible from 01.09.2024 until 31.05.2028.

3.3 The Agreement is valid until the obligations agreed upon in the Agreement have been completely fulfilled.

4. Agreement documents

4.1 At the time of the conclusion of the Agreement, the annexes to the Agreement are as follows:

4.1.1 Annex 1 – Action Plan template

4.1.2 Annex 2 – Budget template

4.1.3 Annex 3 – Payment Request template

4.1.4 Annex 4 – Monitoring Report template

4.2 All references to the Agreement include references to its annexes.

4.3 Any amendment to the Agreement shall be formalised as an annex to the Agreement.

4.4 Annexes to the Agreement, written notifications between the Parties concerning amendments to the Annexes and the contact persons, and amendments to the Agreement are inseparable parts of the Agreement.

5. Amount of support and payment arrangements

5.1 The maximum cost of the activities of the Partner is EUR 399,980.00 broken down as follows:

5.1.1 activities where the functions of the Programme Component Operator are performed by the Ministry of Culture (hereinafter *Programme Component 1)* max. EUR 88,000.00

5.1.2 activities where the functions of the Programme Component Operator are performed by the Ministry of Social Affairs (hereinafter *Programme Component 2)* max. EUR 88,000.00

5.1.3 activities where the functions of the Programme Component Operator are performed by the Ministry of Education and Research (hereinafter *Programme Component 3)* max. EUR 88,000.00

5.1.4 activities where the functions of the Programme Component Operator are performed by the Ministry of the Interior (hereinafter *Programme Component 4*) max. EUR 88,000.00

5.1.5 Partner’s management cost max. EUR 47,980.00

5.2 The detailed budget for each programme component and management cost shall be agreed upon annually by the Parties on the basis of the annual Action Plan (Annex 1) and Budget (Annex 2) submitted by the Partner according to Article 8.2.2 of the Agreement.

5.3 Payments will be made based on Payment Requests (Annex 3) in accordance with the following procedure:

5.3.1 The first advance payment of up to 25% of the total amount of support will be made after signing the Agreement.

5.3.2 The second advance payment of up to 25% of the total amount of support will be made in 2026 upon approval of the Monitoring Report (Annex 4) for the period 2024–2025 provided that the sum of incurred eligible costs reaches 80% of the first advance payment.

5.3.3 The third advance payment of up to 25% of the total amount of support will be made in 2027 upon approval of the Monitoring Report (Annex 4) for the year 2026 provided that the sum of incurred eligible costs reaches 80% of the two advance payments together.

5.3.4 The fourth advance payment of up to 10% of the total amount of support will be made in 2028 upon approval of the Monitoring Report (Annex 4) for the year 2027 provided that the sum of incurred eligible costs reaches 80% of the three advance payments together.

5.3.5 The final payment of up to 15% of the total amount of support will be made upon approval of the Monitoring Report (Annex 4) for the year 2028 and shall be calculated as the total amount of eligible costs after the deduction of the total amount of the previously made payments.

5.3.6 Payment Requests shall be submitted and payments shall be made in Euros.

5.3.7 A Payment Request (except for the first advance payment referred to in Article 5.3.1) shall be accompanied by the regular, yearly Swiss external audit report for cantonal universities. All finances of Bern University of Applied Sciences are audited externally every year. This audit report will certify that the Partner’s expenditure is in accordance with the Swiss Regulation, the Agreement, Swiss national law and relevant national accounting practices.

5.3.8 If the regular audit report for cantonal universities referred to in Article 5.3.7 for the year 2028 will be not ready by the date of submission of the last Payment Request referred to in Article 5.3.5, a report from an independent auditor qualified to carry out statutory audits of accounting documents should be submitted instead to certify that the Partner’s expenditure is in accordance with the Swiss Regulations, the Agreement, Swiss national law and relevant national accounting practices.

5.4 Provided that a Payment Request is submitted in accordance with the requirements laid down in the Agreement, the Programme Operator transfers the requested amount within 21 working days.

6. Eligible costs

6.1 Costs are eligible if they:

6.1.1 are proportionate, necessary and justified for carrying out the activities indicated in the agreed Action Plan (Annex 1) and Budget (Annex 2);

6.1.2 are incurred during the period specified in Article 3.2 of the Agreement;

6.1.3 are actually incurred and paid;

6.1.4 comply with the Swiss Regulation, Swiss national law, relevant national accounting practices and other provisions of this Agreement.

6.2 The eligibility of the costs is certified by the audit report referred to in Articles 5.3.7 and 5.3.8 of the Agreement.

6.3 If the Programme Operator finds certain incurred costs non-eligible, they have the right to request additional information pertaining to such costs. If the Parties cannot reach an agreement on the eligibility of the cost, it will be discussed with the National Coordination Unit and Swiss Contribution Office to resolve the disagreement.

7. Rights and obligations of the Parties

7.1 The Parties are obliged to:

7.1.1 take all appropriate and necessary measures to ensure that the obligations and objectives of the Agreement are fulfilled;

7.1.2 provide each other with the information necessary for the successful performance of the Agreement;

7.1.3 inform each other of any circumstances preventing the successful implementation of the activities.

7.2 The results of the activities under this Agreement may be made available to the public, provided that there are no overriding public or private interests to the contrary. The Parties shall obtain mutual consent before publication. Until that time, the results shall remain confidential as a matter of principle. As a rule, the results of the activities under this Agreement financed with public funds shall be published in an appropriate form. The contractually agreed confidentiality shall remain reserved. If reports are to be made accessible, they must be published in their entirety. The publication of excerpts requires the approval of the responsible project manager.

8. Rights and obligations of the Partner

8.1 The Partner is entitled to reimbursement of eligible costs incurred in the context of the activity under the conditions specified in Articles 5 and 6 of the Agreement.

8.2 The Partner undertakes to:

8.2.1 carry out the activities in accordance with the terms and conditions set out in the Agreement;

8.2.2 submit the Action Plan (Annex 1) and Budget (Annex 2) for the period 2024–2025 by 15 October 2024. The Action Plan and Budget for subsequent years shall be submitted by the Partner no later than 15 October of the preceding year;

8.2.3 carry out activities in accordance with the annual Action Plan and Budget agreed by Parties;

8.2.4 ensure the availability of staff performing the following tasks in order to achieve the objectives of the Agreement:

8.2.4.1 lead the team necessary to carry out the activities under this Agreement;

8.2.4.2 outsource an external service provider in the absence of internal labour resources or specific competencies;

8.2.5 prepare and submit to the Programme Operator action plans, budgets and reports in accordance with the terms and conditions set out in the Agreement and monitor compliance with them;

8.2.6 organise kick-off meetings, study trips, workshops and other activities agreed in the Action Plans;

8.2.7 document and summarise in English the meetings and activities carried out;

8.2.8 present the results of the project at the final seminar of the support measure ‘Supporting Social Inclusion’;

8.2.9 inform the public and participants of the activities of the origin of the support by indicating in speech or text that the activities are financed by the Swiss-Estonian cooperation programme and by using the Swiss-Estonian cooperation programme logo when marking objects and documents intended for the public;

8.2.10 submit Payment Requests in the form provided for in Annex 3 to this Agreement to the Programme Operator;

8.2.11 submit modifications to the agreed Action Plan and/or Budget to the Programme Operator for approval;

8.2.12 provide, if necessary, comprehensive assistance to the evaluator mentioned in Article 10.3 of the Swiss regulation and ensure access to information and documents related to the use of the support;

8.2.13 return to the Programme Operator the amount claimed in accordance with article 11.4 of the Swiss regulation by the State Shared Services Centre (National Coordination Unit) or Switzerland. If the amount of the financial correction has already been paid by the Programme Operator, the amount of the financial correction should be deducted from the next Payment Request. If this is not possible, the Partner shall repay the amount of the financial correction to the Programme Operator within one month of the decision on the financial correction being made;

8.2.14 return to the Programme Operator the unused advance payment within one month of the approval of the Monitoring Report for the year 2028 if the final balance that is calculated as the total amount of eligible costs after the deduction of the total amount of the previously made payments is negative.

9. Rights and obligations of the Programme Operator

9.1 The Programme Operator is entitled to receive information and documentation from the Partner related to the activities carried out under this Agreement and in accordance with the provisions of the Agreement.

9.2 The Programme Operator undertakes to:

9.2.1 provide the Partner with the necessary information and cooperate with the Partner for the successful implementation of the activities under the Agreement;

9.2.2 ensure that the eligible costs incurred by the Partner in carrying out the activities under the Agreement are reimbursed to the Partner in accordance with the provisions of the Agreement;

9.2.3 fulfil the Programme Operator’s tasks stipulated in Swiss Regulation and Estonian Regulation.

10. Reporting

10.1 The Partner undertakes to prepare and submit a Monitoring Report, including information on financial progress (Annex 4) to the Programme Operator by 15 January 2026, 15 January 2027 and 15 January 2028. The Monitoring Report should provide information on the activities implemented and the financial progress made in the preceding calendar year. The first Monitoring Report shall cover the period 2024–2025. For the year 2028, a monitoring report shall be submitted by 15 June 2028.

10.2 The Partner undertakes to reply to the questions specified by the Programme Operator or make corrections to the Monitoring Report within five working days.

11. Notifications

11.1 Any requests, reports, comments, instructions or expressions of intent, including a notification of a breach of the Agreement or a notification by the Programme Operator of amendments to Annexes 1–4 of the Agreement (hereinafter jointly referred to as *notification*), must be in written form, except in cases where the notification is of an informative nature and does not produce legal effects.

11.2 The notification is deemed to have been received upon transmission to the e-mail address of the contact person of the other Party. A Party is required to immediately notify the other Party of any change in contact details and such amendment shall not be considered as an amendment to the Agreement. Until notification of the change of contact details, the notification shall be deemed to have been duly communicated if it has been sent to the Party using the contact details provided for in the Agreement.

12. Modifications to the Agreement

12.1 The Programme Operator immediately informs the Partner of any changes in the support measure ‘Supporting Social Inclusion’ that affect the activities carried out by the Partner.

12.2 The Programme Operator may unilaterally amend Annexes 1–4 to the Agreement. Otherwise, the modification shall be agreed between Parties and formalised in written form by way of an amendment to this Agreement.

12.3 Modifications to the Agreement, with the exception of the amendments of the Annexes referred to in Article 12.2 of the Agreement and the amendments of the contact persons specified in Article 14.1 of the Agreement, shall enter into force after their signing by Parties or on the date specified by the Parties.

12.4 A Party shall submit a reasoned proposal to modify the Agreement to the other Party in written form, together with all necessary documents. The other Party shall respond to the proposal no later than 10 working days after the receipt of the proposal. If both Parties agree to modify the Agreement, the modification to the Agreement shall be formalised in written form as an annex to the Agreement.

13. Termination of the Agreement and force majeure

13.1 A Party has the right to terminate the Agreement without notice if, despite a written reminder, the other Party fails to perform for more than two months or fails to perform duly its obligations under the Agreement.

13.2 Termination of the Agreement shall be deemed justified if it is due to force majeure. This means due to a circumstance and/or its consequences whose occurrence, duration or termination could not have been influenced by the Parties and, on the basis of the principle of reasonableness, could not have been expected, at the time of entering into the Agreement, to be taken into account or avoided or overcome.

13.3 The Parties are obliged to take appropriate measures to prevent damage to the other Party and to ensure, as far as possible, compliance with the obligations arising from and related to the Agreement.

13.4 A Party whose performance of the obligations under the Agreement is prevented by force majeure shall be required to notify the other Party within five calendar days, in written form, indicating the nature of the force majeure, the likely duration and the likely effect. Non-notification or failure to notify in due time deprives a Party of the right to invoke the justification of the breach of the obligations laid down in the Agreement.

13.5 The existence of force majeure must be proved by the Party suggesting the existence of force majeure.

13.6 If due to force majeure the performance of a Party’s obligations under the Agreement is prevented for more than 90 consecutive days, the Parties may terminate the Agreement.

14. Contact persons

14.1 The performance of the Parties’ obligations under the Agreement shall be organised and exchanged through the following contact persons:

14.1.1 The contact person of the Programme Operator is Olga Gnezdovski, olga.gnezdovski@kul.ee, + 372 555 28 081.

14.1.2 The contact person of the Partner is Eveline Ammann Dula, eveline.ammann@bfh.ch, +41 31 848 37 16.

14.2 The other Party must be notified in written form of the change of contact details.

15. Final provisions

15.1 The Agreement creates legal, valid and binding obligations for the Programme Operator and Partner to ensure that the terms and conditions of the Agreement are met in time and in full.

15.2 The Parties shall settle any disputes relating to this Agreement in an amicable manner, through good faith negotiations based on mutual understanding or with the assistance of the NCU and the SDC/SECO.

16. Signatures of the Parties

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| --- | --- |
| Programme Operator | Partner |
| Signature: |  | Signature: |  |  |  |
| Name: | Kristiina Alliksaar | Name: | Sebastian Wörwag |  |  |
| Date: |  | Date: |  |  |  |