



OPEN CALL OR PROPOSALS

for the award of Framework Partnership Agreements concerning
four European Topic Centres on

1. Air pollution and climate change mitigation 2011-2013 – EEA/ACC/10/001
2. Climate change impacts, vulnerability and adaptation 2011-2013 – EEA/NSV/10/001
3. Inland, coastal and marine waters 2011-2013 – EEA/NSV/10/002
4. Spatial information and analysis 2011-2013 – EEA/NSV/10/003

Information briefing

3 February 2010, 14.00-17.00

Framework partnership and specific agreements at a glance

1. Type of agreements

A multi-annual Framework partnership agreement (FPA) and annual Specific Agreements (SAs) concluded to implement the former. The purpose of the FPA is to define the respective roles and responsibilities of the Agency and the consortium in implementing their partnership (Article I.1.2 FPA), whereas SAs that may be signed under the FPA relate to grants for the ETC's annual work programme. (Article I.1.2 FPA). Work programmes (mostly annual implementation plans) which form part of the SAs, are decided upon by the EEA and ETCs taking into account the requirements of all parts of Eionet and other stakeholders.

SAs are grant agreements subject to co-financing by *consortium* of minimum 10% of the total eligible costs (Article I.6.1 FPA)

2. Duration of FPA/SA

FPA is concluded for three years covering the period 2011 to 2013, i.e. the remaining period of the current EEA Strategy 2009-2013 (Article I.5.2 FPA), to be implemented through (annual) SA + work programme (Article I.4.3 FPA).

A renewal of the FPA for one year under the next EEA strategy is possible subject to approval by the EEA Management Board.

The date of entry into force of the FPA will be the date when it will be signed by both parties, i.e. the partner acting as coordinator of the consortium and the EEA.

There is no obligation for EEA to award SA (Article I.4.5 FPA).

3. Consortium/partners

- FPA (and subsequently SA) are to be signed by the partner acting as coordinator of the consortium;
- All other partners shall accede to the FPA within 60 days from its entry into force – Articles I.1.3 and I.2.1; to that effect, they shall each fill out a Form A attached as Annex III to FPA;
- The consortium may be enlarged to include other partners (Article I.3 FPA); to that effect they shall each fill out a Form C attached as Annex III to FPA;
- All *consortium* partners shall sign a *consortium* agreement regarding the internal operation and management of the consortium to ensure the efficient implementation of the FPA and the SAs. Such agreement may specify for instance the organisation of the work to be carried out, decision making and dispute settlement procedures, provisions concerning intellectual property rights, etc (Article I.1.5, see also Article II.1.1.(b) FPA)

4. Ownership/use of results – Article II.4 FPA

Ownership of the results and of the reports and other documents shall be vested in the partner concerned unless stipulated otherwise

Use – free use by Agency as it deems fit provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

5. Publicity – Article II.6.1 FPA

Unless Agency requests otherwise, any communication or publication by *consortium* about the work programme, including at a conference or seminar, shall indicate that funding has been received from the Agency.

Communication or publication by *consortium*, in any form and medium, is subject to explicit authorisation by the Agency.

6. Collective responsibility – Articles II.15 and II.16 FPA

All *consortium* partners are collectively responsible, technically and financially, to carry out the work programmes.

In the event where a defaulting partner does not honour the reimbursement of the amount due, the Consortium will reimburse the amount due to the Agency. The amount to be recovered shall be allocated between the remaining partners in accordance with their pro rata share in the overall specific agreement. This provision does not apply to a partner which is a public body, an international organisation or a partner whose participation is guaranteed by a Member State (Article II.16.3 FPA).

7. Eligible costs – Article II.17 FPA

Eligible costs are duly substantiated (> cost statements) actual costs necessary for a work programme to be carried out and incurred during the period specified in a SA. They shall exclude any profit, be recorded in the partners' accounts and determined in accordance with accounting principles which respect the accounting rules of the State in which the partner is established.

Costs which are **not** eligible:

costs related to marketing, sales, distribution costs for products and services, interest, return on capital employed, provisions for future losses or liabilities, and any costs related to other projects (see Article II.17.2, 1st §).

Budget transfers between partners and between categories of costs are allowed subject to the provisions of Article II.17.2, 2nd § (prior written approval of the Agency if the proposed transfer exceeds 10% of the amount allocated to the beneficiary).

Grants will only be provided on the basis of such eligible costs:

- Personnel costs (Article II.17.3 FPA)

Personnel costs which are to be calculated on the basis of actual costs (gross remuneration and related charges) expressed in a daily rate. Only costs of personnel (= staff, persons employed by a partner) being directly involved in the implementation of the work programme may be charged – Article II.17.3 FPA.

- Costs for durable equipment (Article II.17.4 FPA)

The eligible costs for durable equipment leased with option to buy shall not exceed the costs that would have been incurred if the equipment had been purchased.

Hire costs shall be charged to the project under the category 'Other specific project costs' subject to prior written approval of the Agency unless provided for in the estimated budget (Annex II of the SA).

- Subcontracting (Article II.17.5 and II.10 FPA)

Subcontracting costs may be charged to the project provided that the partner who incurred the costs can demonstrate that he has sought competitive tenders from potential contractor with a view to obtain best value for money, and in doing so he has respected the principles of transparency, equal treatment, non-discrimination and proportionality.

Any recourse to subcontract while the work programme is under way, if not provided for in the initial grant application shall be subject to the Agency's prior written approval.

There is an obligation for the subcontractors to submit invoices making reference to the work programme and providing a detailed description of the tasks or supply concerned.

- Travel and subsistence costs (Article II.17.6 FPA)

Prior approval of the Agency shall be required for any destination outside the territory of the Agency's Member countries, unless provided in the estimated budget of the work programme (annex 2 to the Specific Agreement).

Reimbursement on the basis of the normal rules of the partner provided that these are regarded as acceptable by the Agency.

- Meeting costs (Article II.17.7 FPA)

They may include travel and subsistence costs of participants that are not employed by the consortium organisations. Such costs will be reimbursed on the basis of the rules of the Agency.

Prior written approval of the Agency shall be required for any meeting not provided for in the estimated budget of the work programme (annex 2 to the Specific Agreement).

- Over specific project costs (Article II.17.8 FPA)

May be charged to the project if provided for in the estimated budget of the work programme; otherwise prior written approval of the Agency shall be required.

- Overhead costs (Article II.17.9 FPA)

Partners may charge overheads calculated as a flat rate amount of 20% of all direct eligible costs with the exception of subcontracting costs.

A partner may request a lower percentage when this is required, for instance, by his internal rules.

8. Cost statements

Grants are provided on the basis of cost statements in both EUR and locally applicable currency (Article II.19 FPA and Annex III – Form C thereto).

Applicable exchange rates are mentioned in Article II.19.1 FPA.