

Partnership Contract¹

Today, 18.08.2020, in Sofia city, in connection with the implementation of a project entitled „**Fostering plant biodiversity research capacity in Bulgaria through scientific excellence in DNA barcoding and metabarcoding**“ from the National Scientific Program “Twinning”, hereinafter referred to as “The Program”, is signed a contract between:

- 1. Institute of Plant Physiology and Genetics**, Bulgarian Academy of Sciences, address: 1113 Sofia, Acad. G. Bonchev Str, Build. 21, represented by Assoc. Prof. Romyana Vassilevska-Ivanova in the capacity of Director, hereinafter referred to as ‘Partner 1 (Lead Organization)’
- 2. Institute of Biodiversity and Ecosystem Research**, Bulgarian Academy of Sciences, address: 1113 Sofia, 2 Gagarin Street, represented by Assoc. Prof. Anna Ganeva in the capacity of Director, hereinafter referred to as ‘Partner 2’
- 3. University of Helsinki**, headquarters in Helsinki, address Latokartanonkaari 5, FI-00014 University of Helsinki, Finland, represented by Helena Korpelainen in the capacity of the Director of the Department of Agricultural Sciences, hereinafter referred to as ‘Partner 3’

I. Subject

Article 1. All Parties in the contract have agreed upon the following:

- All Parties are familiar with the information, submitted in the appendix, including ‘Financial plan’ and ‘Work plan’, are aware of their contractual role in the Program and are in agreement with the submitted work and financial plans, within the framework of which they will apply the good partnership principles.
- All Parties agree to collaborative participation in the factual implementation of the Program contract and the activities stated beforehand.

¹The current sample of this contract has minimum obligatory terms and it can be supplemented and expanded by the decision of all Parties as it will contradict neither the policy of building a science infrastructure, nor the present sample. The current contract will serve as an appendix to the funding contract and all changes will be made only in written form and coordinated with the Funding Authorities.

Article 2. (1) All Parties in the contract agree that **Institute of Plant Physiology and Genetics** (Lead Organization) shall represent them before the Funding Authorities on all matters related to the implementation of the activities in the Program contract.

(2) The Lead Organization will coordinate the general implementation of the Program contract.

(3) The Lead Organization will coordinate the implementation, as the Partners provide the necessary information and participate in the preparation of all technical and financial reports and documents, relevant to the reporting of the Program before the Funding Authorities.

(4) Each of the Parties is entitled to receive copies of the reports on the implementation of the activities in the Program contract – interim and final technical and financial reports, presented to the Funding Authorities of the Program.

(5) All Partners agree that every request for alterations in this contract can be made after written initiation of the party concerned.

II. DURATION OF THE CONTRACT

Article 3. (1) The current Contract shall enter into effect on the date of signature by each of the Partners and shall be effective from the date of signature of all Parties.

(2) The current Contract shall be effective for a period of 2 years, with the expiry of which the Parties may enter into negotiations for its continuation.

III. RIGHTS AND OBLIGATIONS OF THE PARTIES

Article 4. (1) The cardinal objective of the partnership - the subject of this contract is in accordance with point 15 (bb) of the State Aid Framework for Research, Development and Innovation (Framework), is for partners to undertake independent fundamental scientific research, industrial research or experimental development and to distribute the results of these activities worldwide via teaching, open access publications or transfer of knowledge;

(2) In the event that the partnership also carries out business activities during the performance of the contract, the financing, costs and revenues from these business activities will be accounted for separately;

(4) By signing this Contract, the Parties agree to cooperate in order to achieve the following shared objectives within two years.

Article 5 (1) The Parties will comply with and implement strictly the project activities described in detail in the Work Program to the contract within the time limits and within the budgets set.

(2) Each of the partners (including the Coordinator) is obliged, when given recommendations for the implementation of certain actions from the Funding Authorities, to comply with the recommendations in time, promptly and with the necessary consideration.

Article 6. The Parties agree that the rights and obligations of each of the partners, in connection with the implementation of the activities under Art. 6, including intellectual property rights, are allocated according to the operative legislation.

Article 7. (1) The Parties agree that the ownership of the results, including the intellectual property rights ensuing from the performance of the contract, be used by the partners in compliance with the institutional regulations of national and European legislation.

(2) The Parties agree to develop and support a website with the interim and final results from the implementation of the Program and to apply the principles of open access to the scientific results and scientific data.

Article 9. The Lead organization provides the representatives of or persons authorized by the Financing authorities and/or other audit/supervisory institutions with direct access for the performance of on-site verification of the results from the implementation of the contract.

IV. ORGANIZATION, IMPLEMENTATION AND REPORTING OF THE PROGRAM

Article 10. (1) The project consortium is managed by an Executive Board (EB) with representatives of the partner organizations.

(2) The partners will follow and apply the principles and standards of good corporate governance in the implementation of their individual activities.

(3) In order to ensure the effective implementation of the project activities, the Lead Organization may enter into agreements for the performance of specific activities with experts from University of Helsinki..... (Partner 3) if they consent.

(4) The partners will consider the communication made by electronic means as duly effected and obtained if the latter has been received in the electronic system at the corresponding email address of the Partner, indicated below.

Article 12. (1) The Lead Organization will arrange and support the conduct of regular meetings of the Executive Board of the Program with representatives from all Partners at least every 6 (six) months after

the signing of the Implementation Contract. The meetings are to be documented with a protocol, the content of which will be approved by both parties.

(2) The Partners are obliged to take part in the EB meetings and to participate actively in the process of discussion.

VII. FORCE MAJEURE CIRCUMSTANCES

Article 13. (1) Failure to comply with or to adhere to some of the time limits, regulations or terms of this Contract will not raise claims on behalf of either Party or be regarded as a violation or default of the current Contract, if such default or error is caused by or originates from the event of Force Majeure. Obligations of one of the Parties which arose before the occurrence of a Force Majeure circumstance that caused the suspension of the execution, shall be justified as a result of such circumstance.

(2) If the capacity of one of the Parties to honor their obligations on the current Contract is influenced by an event of Force Majeure circumstances, the Party must send a Notification for Delay to the Lead Organization as soon as possible and within reasonable period after the ascertainment of such an event and after it is confirmed to cause a delay (but no more than five /5/ days after the Force Majeure event occurs). The nature of the event of Force Majeure circumstances, its expected duration and its impact on the implementation of the obligations of the Parties, as well as every action undertaken to avoid or minimize its effect, should be indicated in the Notification for Delay.

(3) The Parties bear no responsibility for failure to meet the deadlines within the period of the Force Majeure event and are obliged to enter into negotiations for a new agreement on the time limits set out in the plan, in order to make up for and compensate for the time gap of the Force Majeure event.

VIII. TERMINATION OF THE CONTRACT

Article 17. This Contract is terminated with:

1. the implementation of the Program;
2. the initiation of liquidation and / or bankruptcy proceedings with regard to any of the Partners, whereby the effect of this Contract towards the Partner is considered to be automatically terminated without further explicit written notice being required;

IX. FINAL PROVISIONS

Article 18. All amendments and addenda to the current Contract shall be implemented through the mutual signing of bilateral supplementary agreements between the Lead Organization and the Funding Authority. Changes to the Program Budget and its reduction / increase, as well as changes to the work program, will

