



Thing sites are the assembly sites spread across North West Europe as a result of the Viking diaspora and Norse settlements. The objective of the project is to exchange knowledge, specify, develop and test new and improved services for sustainable management and business development at the Northern European Thing sites.

PARTNERSHIP AGREEMENT

The THING Project

THING sites International Networking Group
2009 – 2012



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This agreement is entered into by and between:

- Sogn og Fjordane County Council	Leikanger	Norway
- Gulen Municipality	Eivindvik	Norway
- Thingvellir National Park	Selfoss	Iceland
- Shetland Amenity Trust	Shetland	Scotland
- Department of Archaeology, Orkney College	Kirkwall	Scotland
- The Highland Council	Dingwall	Scotland
- Kunningarstovan	Tórshavn	Faroe Islands
- Manx National Heritage (Associated partner)	Douglas	Isle of Man

hereinafter together referred to as “the Partners” and relating to the Project entitled “**The THING Project**”, part-funded by the Northern Periphery Programme.

The Partners wish to define certain of their rights and obligations with respect to the carrying out of the Project : “**The THING Project**”.

The Partners have/has hereby agreed as follows:

1. PURPOSE AND DURATION

The Partners have agreed on joining forces for the implementation of the Project “**The THING Project**” as described in the grant letter and its annexes.

1.1 Overall objective of “The THING Project”

The overall objective for the THING project is to exchange knowledge, specify, develop and test new and improved services for sustainable management and business development at the Northern European Thing sites. The project results should also contribute to a future nomination process of a serial inscription on the UNESCO World Heritage List of the North Atlantic Thing sites.

1.2 Implementation of operations

The implementation of the activities of the THING project is based on iteration of key activities organised by 4 Work packages (WP) as described in the original application form:

- WP1. Management and coordination
- WP2. Communication and dissemination

- WP3. Analysis of good practices and specifications of new service models
- WP4. Pilot test web2.0 inter-regional co-production and co-profiling of services

The overall objectives will be achieved by a strong and complementary inter-regional partnership implementing the following sub-objectives:

1. Run a series of surveys and documentation activities and international workshops and seminars held in each of the involved regions to develop shared knowledge and understanding of the history of Thing Sites to support the new regional service development activities
2. Implement and test interpretation methods for local, regional and inter-regional content development and branding, and mainstream this into recommendations for improved services for sustainable tourism and site management
3. Combine the results and new knowledge into an ICT web2.0 based service to promote and support the protection, management and interpretation of the Thing sites and to stimulate mobilisation and networking between the interested end-users, regional and international knowledge providers including the regional authorities and universities.
4. Deliver a well managed and successfully communicated project

1.3 The Grant Letter

All Partners are in agreement with the content of the grant letter and its annexes, dated 30.10.2009/project registration no 4.7 including the technical and financial terms, description of eligible costs, periodical reports etc.

The Grant Letter will be signed on behalf of the Partners by *Sogn og Fjordane County Council acting as the Lead Partner of the Project*. The Lead Partner alone is responsible for evaluating, before committing all Partners, the reality of the technical and financial partnerships.

1.4 Duration

The present agreements will enter into force after the Grant Letter between the Lead Partner and the Managing Authority/Northern Periphery Programme Secretariat has been signed and shall remain in force until all responsibilities towards the Northern Periphery Programme have been fulfilled and all accounts with the Managing Authority/Northern Periphery Programme Secretariat and the Partners have been settled.

2. PROJECT ORGANISATION AND PARTNERSHIP MANAGEMENT

Project management is assured by the Steering Committee and supported by the International Co-ordinator , **based in Sogn og Fjordane County, Norway** and WP leaders and Partner Contact Persons based in **Iceland, Scotland, Faroe Islands and United Kingdom**

2. 1 The Steering Committee

The Steering Committee consists of representatives of each *Partner*. Each representative shall be fully authorised to act on behalf of his/hers organisation in all matters relating to the operational issues. Each Partner-representative of the Steering Committee should have one vote.

Also the Project Co-ordinator, see 2.2 below, shall be included in the Steering Committee in a non-voting capacity.

Meetings shall be held as necessary, minimum 2 times a year, usually related to international workshops. Each Partner can demand a meeting of the Steering Committee. Such a demand should be made in writing and *one month* in advance.

The Partners have the right to have a replacement attending the meeting. *The International Chairman of the Steering Committee shall be a representative of the Lead Partner organisation, and shall be appointed on the first Steering Committee meeting.* The national representatives of the country where the meeting is held shall organise the meetings of the Steering Committee.

All decisions of the Steering Committee shall be unanimous.

The Steering Committee will direct the work, and:

- Define the general strategy of the Partners/Partnership
- Decide about foreseen costs
- Approve in general all matters related to operational **issues in the six-monthly/annual work plans**
- Monitor the progress of the project and analyse the results achieved by the project
- Adopting a new work plan and timetable to be submitted to the Northern Periphery Programme Secretariat in case of a change in direction or major changes in the project
- Define and ensure implementation of a policy of dissemination of result of the work undertaken

Minutes of all meetings in the Steering Committee shall be submitted to its members.

2.2 The Lead Partner: Role and responsibilities

The main role and responsibility of the Lead Partner is management, coordination and communication to ensure smooth performance of the project in order to carry out the project objectives and results with the given resources.

In addition, Lead Partner is responsible of the Work Package 1 management, coordination and communication to secure the effective communication and dissemination of project results. Lead Partner shall be responsible for the overall financial administration and accounting of the Project

2.3 The International Co-ordinator

The Lead Partner organisation, *Sogn og Fjordane County Council*, will appoint a Project co-ordinator who will:

- Be responsible for the operational management of the Project
- Draw up sixth-monthly/annual work plans for the practical implementation of the Project to be approved by the Steering Committee
- Report to the Steering Committee on the progress of the Project
- Timely submission of reports and application of payments
- Liaise with the Northern Periphery Programme Administration and the Partners

2.4 Work Package leaders

Work Package leaders will be responsible for the overall technical implementation of the Project, including

- Co-ordination with the counterpart organisations
- Integration of all national activities
- Editing and preparation of national evaluation reports
- Financial management of the local operational expenses
- Arranging planned meetings in his/her country

2.5 Partner Contact Persons

Where Partners and/or countries are not supplied with Work Package Leader, the partner will appoint a Partner Contact Person.

The Partner Contact Person will be responsible for

- Co-ordination with the counterpart organisations
- Integration of all national activities
- Editing and preparation of evaluation reports
- Financial management of the local operational expenses
- Arranging planned meetings in his/her country

Changes or additions which are beyond the competence of the co-ordinators shall be referred to the Steering Group-

3. CONTRACTUAL OBLIGATIONS OF THE PARTNERS

3.1 The role and responsibilities of the Partners

Project partners are the organisations that are responsible carrying out specific project activities in the manner and scope as indicated in the application form.

The Partners undertake to truly participate in the management, co-ordination and concrete implementation of the actions that are entrusted with them as part of the Project.

The Partners undertake to participate in the optimisation and diffusion of results according to the terms proposed by the Grant Letter.

- The Lead Partner Organisation, *Sogn og Fjordane County Council*, is in charge of Project Management, including possible sub-contracting, as described under Project Organisation above.
- The Partners assist in the technical management of the Project, if requested and within the limitations of normal contract obligation.
- The Partners shall be responsible for finding new staff, in the event of changes or additions to the work, requiring additional or alternative staff
- Each Partner is responsible towards their own national financier for the national funding received for completing the Project

- Each Partner undertakes to promptly supply the Lead Partner with all such information or documents required in connection with the Project
- Each Partner undertakes to promptly communicate any information which has to be given by it to the Steering Group/Lead Partner/Project Co-ordinator for the purposes provided in this Agreement
- Each Partner undertakes to promptly perform the tasks assigned to it in the annual/semi-annual work plans and to promptly make available rights and information to other Partners in accordance with the terms and conditions set out in this Agreement
- In supplying any information or materials to any of the other Partners hereunder, each Partner undertakes to use all reasonable endeavours to ensure the accuracy thereof and in the event of any error therein, promptly on notifying to correct the same
- Each Partner undertakes to participate in the optimisation and diffusion of the Project results according to the terms set out in the Grant Letter/proposed by the Northern Periphery Programme Secretariat.

The work shall be carried out in accordance with all the terms and conditions set out in the Grant Letter, and revisions approved by the Northern Periphery Programme Secretariat/Managing Authority/Programme Monitoring Committee.

3.2 Intellectual Property Rights

The project partners shall ensure that all products developed within the framework of the project are, subject to the provisions of national laws regarding intellectual property, kept free of all rights. They explicitly commit to giving up all patrimonial rights on teaching material, methodologies and other products of any nature resulting from the project.

3.3 Force Majeure

No party shall be held liable for not complying with obligations ensuing from this Partnership Agreement should the non-compliance be caused by force majeure.

3.4 Working Language

The working language of this Partnership shall be English. In case of the translation of this document into another language, the English version shall be the binding one. Any translation cost will be borne by those requiring these.

3.5 Confidentiality

The Partners agree that any information that they obtain during the execution of this Partnership Agreement or exchange with the Project Steering Committee are confidential, provided that one project partner or the Project Steering Committee explicitly requests such. Documents produced for the Project Steering Committee and the minutes of its meetings are not to be treated as public documents although all these are available to all the

partners and sub-partners of the project at any time, ideally via the project's Intranet. The same applies, without the express request of one of the project partner, to all documentation classified as "confidential". All confidentiality requirements will need to comply with national law on Freedom of Information.

4. FINANCIAL ADMINISTRATION AND ACCOUNTING

The Lead Partner Organisation, *Sogn og Fjordane County Council*, shall:

- Be responsible for the financial administration of the Project and shall maintain separate accounts for the Project and the Partners
- Submit applications for payments to the Managing Authority according to the Grant Letter and the Northern Periphery Programme Secretariat's guidance
- Provide a financial budget at the beginning of the Project period stated in the Grant Letter and financial statements **every 06 months, starting June 2010**, and at the end of the Project period stated in the Grant Letter
- Distribute the payments received by the Northern Periphery Programme promptly to the other Partners
- Verify that all expenditure presented by the beneficiaries participating in the operation has been validated by the National Controllers

The other Partner Organisations shall:

- Keep separate accounts for the Project accounts
- Provide financial statements, validated by the National Controllers, to the Lead Partner in time for the applications for payment

5. PROJECT COSTS, INCOME AND FINANCIAL RESULTS

Project costs are only those costs which have been included and budgeted in the Grant Letter, or have been approved by the Northern Periphery Programme Secretariat/Managing Authority/Programme Monitoring Committee at a later stage.

Eligible costs are presented in the Grant Letter. Project implementation has to follow the general financial guidelines given by the Northern Periphery Programme Administration and the European and national rules. No other costs can be charged to the Project unless specifically accepted in writing by the International Co-ordinator, who should have received acceptance from the Northern Periphery Programme Secretariat, prior to expenditure.

All Partners accept the Project's eligible budget and commit themselves to providing their individual contributions to the budget (in principle as soon as the action gets under way) and to the terms of these contributions.

Project Incomes are the payments received from the Northern Periphery Programme and other national financiers according to the Grant Letter.

6. DOCUMENTS

All official documents submitted to the Northern Periphery Programme Secretariat or other Project related organisations shall bear the name of all Partners.

Each Partner shall have access to work carried out by the other Partners in connection to the Project and copies of all final documents submitted to the Northern Periphery Programme Secretariat shall be made available to each Partner.

7. PUBLICITY

The Lead Partner and the Partners shall inform about the grant so that it is clear to the project's participants and the general public, that the project is partly funded by the European Regional Development Fund (ERDF). For example by:

- Posting on sites where the project has activities
- Stating the participation of the European Union and the ERDF in all types of information materials, announcements, advertisements, information events etc. Whenever a national or regional emblem is being used the project must also use the European banner.

All the Partners are expected to disseminate the results of the Project in accordance with Article 8 and 9 of Commission regulation (EC) No 1828/2006 regarding publicity requirements and are allowed to use the Project logo and name in a respective manner.

8. LOCATION AND FACILITIES

The official address for the Partners and the Project shall be:

Sogn og Fjordane County (Sogn og Fjordane fylkeskommune)
Askedalen
6863 Leikanger
Norway

Each Partner shall provide such office accommodation within its own organisation, as the Co-ordinators may deem necessary for the execution of the Project.

9. ASSIGNABILITY

No Partner shall sell, assign, mortgage, pledge, encumber or in any way transfer or dispose of its rights or duties under this Agreement, and the Grant Letter without the written consent of the other Partners.

10. LIABILITY TO THE Northern Periphery Programme

The Lead Partner is officially the sole Partner to be held liable by the Northern Periphery Programme in case of difficulties, failure or delays on performing the contractual obligations of the Project.

By signing this Partnership Agreement, the Partners hereby expressly agree on being jointly liable in case of non-fulfilment of the obligations stipulated by the Grant Letter.

In accordance with Regulation (EC) No 1080/2006 of the European Parliament and of the Council, Article 17(2,3) and Article 20, the Partners also agree on their responsibilities in the case of ineligible payments.

11. PARTNERS' LIABILITY

WP-leaders and Partner Contact Persons are obligated to guide the Project costs under the planned budget. Minor modifications can be made under the acceptance of the International Co-ordinator, who will have assured the acceptance of the Northern Periphery Programme Administration.

Each Partner shall give a report of their own financing and external financing to the Lead Partner; *Sogn og Fjordane County Council*. The report must be given in **April and in October** each year.

The financing report represents the last half years transactions. The costs must be divided according to the Budget set out in the Grant Letter. The application for payment can only be done **after the costs have been paid and entered into the accounts**.

The Partners undertake to keep separate accounts of their expenditure in the Project according to the rules and to supply all necessary and relevant information for the preparation of activity reports. The Lead Partner shall receive copies of all supporting documents relating to regional accounts and expenditures. This shall mean copies of bills, receipts and book keeping vouchers.

The Partners will remain united in the event of deficiency on the part of one of the Partners, and undertake to rapidly find a valid solution of substitution. In case of deficiency the Northern Periphery Programme Secretariat must be informed immediately.

11.1 Default and remedies

In the event of a failure of a Partner ("the defaulting Partner") in fulfilling of its obligations in whole or in part under this Agreement or the work plan which is irremediable or which is not remedied within thirty (30) days of written notice from the Lead Partner on behalf of the other Partners (a simple majority agreement is required for this action to be approved), the Partners/Partnership may jointly terminate the Agreement with the defaulting Partner by one months prior notice. The terminations will have the following consequences:

- a) Upon termination the access rights granted to the defaulting Partner by the other Partners shall cease immediately. The access rights granted by the Defaulting Partner to the other Partners shall remain in full force and effect;
- b) The scope of the tasks of the Defaulting Partner as specified in the Project description/Grant Letter and the work plan shall be assigned one or several legal entities which are chosen by the other Partners and are acceptable to the Northern Periphery Programme administration and which agree to be bound by the terms of the Agreement with preference to one or more of the remaining Partners;
- c) The Defaulting Partner shall assume all direct cost increase resulting from the assignment referred to in (b).

12. INSOLVENCY

In the event of insolvency of any Partner, the other Partners are hereby irrevocable constituted and appointed attorneys-in-fact for such insolvent Partner to act for it in all matters affecting performance of the Grant Letter.

13. SETTLEMENT OF DISPUTES

The contract parties sign this agreement with the intention to work together amicably. The parties will negotiate disputes arising from this contract in order to obtain mutual acceptable settlements. Any disputes, on which no amicable settlement is possible, in spite of all efforts being made in this respect, will be settled by a city court according to regulations based on **Norwegian Law**.

14. INTEGRATED AGREEMENT

This Agreement represents and constitutes the entire agreement between the Partners and shall not be explained, modified or contradicted by any prior or contemporaneous negotiations, representations or agreements, either written or oral. Any amendments to this contract must be agreed in writing.

Signed in *8- eight - numbers*.

The undersigned Partners hereby agree to carry out the above-mentioned tasks as described.

On behalf of the Lead Partner Organisation, Sogn og Fjordane County Council

Signature Full name Date

On behalf of the Partner organisation , Gulen Municipality

Signature Full name Date

On behalf of the Partner Organisation, Thingvellir National Park

Signature Full name Date

On behalf of the Partner Organisation, Shetland Amenity Trust

Signature Full name Date

On behalf of the Partner Organisation, Orkney College

Signature Full name Date

On behalf of the Partner Organisation, The Highland Council

Signature Full name Date

On behalf of the Partner Organisation, Kunningarstovan

Signature Full name Date

On behalf of the Associated Partner Organisation, Manx National Heritage

Signature Full name Date

ANNEXES:

- 1)Original application form
- 2) Electronic Application form w/financial tables
- 3) Project budget, as submitted