

# **Consortium Agreement**

*between:*

**THE COUNCIL OF EUROPE (COE)**

*and:*

**THE NATIONAL COMMISSION FOR THE PROMOTION OF THE RIGHTS AND THE PROTECTION OF CHILDREN AND YOUNG PEOPLE OF PORTUGAL (CNPDPJ),**

**THE MINISTRY OF JUSTICE OF FINLAND (MOJ),**

**THE SOCIAL PROTECTION INSTITUTE OF THE REPUBLIC OF SLOVENIA (IRSSV),**

**THE MINISTRY OF SOCIAL AFFAIRS ICELAND (MOSA ICE) AND**

**THE MINISTRY OF LABOUR AND SOCIAL AFFAIRS OF THE CZECH REPUBLIC (MOLSA).**

**Project Reference Number: 101008482 – CP4EUROPE - REC-AG-2020 / REC-RCHI-PROF-AG-2020**

## **PREAMBLE**

The Parties hereto have recognised the potential of a co-operation to contribute together to strengthening national child participation frameworks and action in Europe by involving different stakeholders concerned by such an undertaking, including youth and civil society organisations. The Parties agreed to this co-operation under the terms and conditions specified in the EU Grant Agreement, concluded between the European Commission and the Council of Europe, and to which all Parties have become part by signing the respective accession forms.

## **PURPOSE OF CONSORTIUM AGREEMENT**

1. The purpose of this Consortium Agreement is to elaborate on the organisation and functioning of the consortium between the COE, as the project co-ordinator, and CNPDPCJ, MOJ, IRSSV, MOSA ICE and MOLSA as project partners and beneficiaries (here following all referred to as "the Parties"). It aims specifically at establishing the appropriate methods of collaboration to ensure the adequate operation and co-ordination of the Parties to it and to ensure the proper implementation of the project Strengthening National Child Participation Frameworks and Action in Europe — CP4Europe' ('action').

## **INTERNAL ORGANISATION OF THE CONSORTIUM**

2. All Parties to the present Consortium Agreement shall operate according to the objectives, under the defined work packages, and towards the deliverables specified in the Grant Agreement (and recalled below), and shall coordinate their operations and activities in order to contribute to a coherent European project.
3. Each Party to the Consortium agreement shall:
  - a. keep information stored in the Participant Portal Beneficiary Register (via the electronic exchange system) up to date;
  - b. inform the Council of Europe immediately of any events or circumstances likely to affect significantly or delay the implementation of the action;
  - c. submit to the Council of Europe within a reasonable time:
    - i. individual financial statement(s) for itself and, if required, any certificates on the financial statement(s). The final technical and financial reports in Euros should be received by the Council of Europe in English within 30 days after the end of the reporting period on 31 March 2023, i.e. by 30 April 2023;
    - ii. the data needed to draw up the progress, evaluation and other report(s);

- iii. any other documents or information required by the Commission under the Agreement, unless the Agreement requires the beneficiary to submit this information directly;
  - d. work towards the implementation of activities and production of deliverables as described in section 1.3 of Annex 1 (part A) of the Grant Agreement, entitled "REC Action Grant", and for which they are lead and/or contributing beneficiaries and prepare all subsequent financial and narrative reports accordingly.
- 4. A steering committee shall be set up to support and monitor the smooth implementation of the project, in light of its set objectives and strategies;
  - a. Each Party to the consortium shall appoint up to two representatives to the committee;
  - b. The committee will be chaired by the Council of Europe, as the co-ordinator of the consortium and will be composed of its members: representatives of the Parties;
  - c. The committee may invite 'observers' where relevant and necessary;
  - d. The committee shall hold at least three meetings during the Project;
  - e. The Council of Europe, as the co-ordinator of the consortium, shall prepare and communicate an agenda to the other Parties a week in advance of each committee meetings;
  - f. The committee shall monitor the progress of the project, discuss existing challenges, decide on eventual changes to the initial workplan accordingly and share promising practices;
  - g. Decisions of the committee shall be taken by consensus. Each Party will have one vote, irrespective of the number of representatives appointed to represent them.
  - h. Minutes of the meetings will be drafted by the co-ordinator within 10 working days after the meeting.
- 5. The Council of Europe as the designated co-ordinator in the governing Grant Agreement must:
  - a. manage and coordinate the overall project and its activities;
  - b. monitor that the action is implemented properly;
  - c. ensure, oversee and facilitate contacts between the Parties, which shall generally take place through collective and bilateral communication as appropriate, by email and telephone;
  - d. launch tender procedures to recruit external consultants in accordance with Council of Europe rules and procedures;
  - e. organise regular exchanges between the Parties and external consultants and facilitate the participation of external consultants in national activities as appropriate;
  - f. organise meetings of the steering committee;
  - g. act as the intermediary for all communications between the beneficiaries and the Commission;
  - h. provide a pre-financing guarantee if requested by the Commission;
  - i. request and review any documents or information required by the Commission and verify their completeness and correctness before passing them on to the Commission;
  - j. submit the deliverables and report(s) to the Commission.

#### **MANAGEMENT OF ACCESS TO THE ELECTRONIC EXCHANGE SYSTEM**

- 6. All formal communication required by the Grant Agreement (information, requests, submissions, reports etc.), notably between the Consortium, represented by the Council of Europe as the project coordinator and the European Commission, must be made through the electronic exchange system and using the forms and templates provided therein. After the payment of the final balance to the COE, formal notifications must be made by registered post with proof of delivery ('formal notification on paper').
- 7. All formal communications must be made by a 'legal entity appointed representative (LEAR)', persons authorised designated by each beneficiary; the Council of Europe shall be kept updated about any changes to the assignments of roles on each beneficiary's side.

## **DISTRIBUTION OF EU FUNDING**

8. The distribution of the EU funds shall be distributed in the following manner:
  - a. COE: 675 200 €
  - b. CNPDPCJ: 35 000 €
  - c. MOJ: 63 000 €
  - d. IRSSV: 45 000 €
  - e. MOSAICE: 35 000 €
  - f. MOLSA: 35 000 €
9. A pre-financing payment of 80% will be paid to each partner following signature of this agreement by all parties.
10. The remaining amount of 20% will be paid upon receipt and acceptance of the final financial report of each partner.

## **RIGHTS AND OBLIGATIONS RELATED TO PRE-EXISTING RIGHTS AND RESULTS**

11. The Council of Europe owns all intellectual property rights of Council of Europe publications and tools that will be relevant to the Project, in particular the Child Participation Assessment Tool (CPAT) and its implementation guide, and an upcoming child-friendly version of the tool, as well as the Handbook on children's participation "Listen – Act – Change". Reproduction of material from these publications by the other Parties is authorised for non-commercial education purposes only and on condition that the source is properly quoted.
12. The Parties to the Consortium own pre-existing intellectual property rights as follows:
  - a. *Portugal: The CNPDPCJ will own the intellectual property rights of the report on the implementation of the CPAT in Portugal and of the White Paper on Child Participation in Portugal, since both documents will be produced by designated members of its technical staff involved in the action.*
  - b. *Finland: The MOJ will own all intellectual property rights of MOJ publications and tools that will be relevant to the Project, in particular the Report on Children's Participation Rights in Finland.*
  - c. *Iceland: THE MOSAICE will own the intellectual property rights of the report on the implementation of the CPAT in Iceland since the document will be produced by designated members of its staff.*

## **LIABILITY AND INDEMNIFICATION**

13. In accordance with the provisions of the EU Grant Agreement, if a beneficiary breaches any of its obligations under this Article, the grant may be reduced. Such breaches may also lead to any of the other measures described in Chapter 6 of the Grant Agreement.

## **CONFIDENTIALITY**

14. The Parties undertake to keep confidential any information, documents or other material communicated to them as confidential or the disclosure of which may be prejudicial to other parties; until, or unless:
  - a. the content legitimately becomes publicly available through the intervention of third parties or through work or actions lawfully performed outside, and not based on activities under this Consortium Agreement, or
  - b. the content has been made available to the disclosing party by another Party without any confidentiality restriction, or
  - c. the content forms part of the generally available state of the art at the time of their publication and/or communication, or
  - d. the content was already in the receiving party's possession at the time of the publication and/or communication.
15. Confidentiality of information exchanged under this Consortium Agreement will be maintained for a period of two years from its termination or that of any other separate written agreement resulting from it.

**AMENDMENT**

16. This Consortium Agreement may be amended at any time by agreement between all Parties using an exchange of letters. Such amendment shall come into force on the date of its signature by the all parties.

**SETTLEMENT OF DISPUTES**

17. In case of any dispute or difference between the Parties arising from the validity, interpretation or implementation of the terms of this Consortium Agreement, the parties shall settle it by mutual agreement. Such effort shall be deemed to have failed when one of the parties so notifies the other in writing.
18. If any provision in this Consortium Agreement is invalid, or becomes so in the future, its invalidity will not affect the rest of the provisions in the Consortium Agreement in whole or in part. The parties undertake to replace the invalid provision with a valid one, whose object is as close as possible to that of the invalid provision it replaces.

**ENTRY INTO FORCE**

19. This Consortium Agreement shall come into effect upon signature by all Parties and shall be valid until and upon completion of the Project of which the present Consortium Agreement is object.

**SIGNATURES**

20. Done in one copy sent electronically to each partners in PDF following the “scanned wet ink signature” procedure<sup>1</sup> recommended by the Council of Europe Legal Department (DLAPIL).

For the Council of Europe	For Portugal National Commission for the Promotion of the Rights and the Protection of Children and Young People	For the Finland Ministry of Justice	For the Slovenia Social Protection Institute of the Republic	For the Iceland Ministry of Social Affairs	For the Czech Republic Ministry of Labour and Social Affairs
On behalf of the Secretary General of the Council of Europe.					
Signature ►	<i>Rosine Jentzen</i>				
Date ►	2021/04/20				

<sup>1</sup> This refers to the practice whereby a document is signed by hand with an original, “wet ink” signature, and then this document is scanned and is sent to the receiving party, where it is treated as equivalent to a “wet ink” signature. The fact that the document is scanned does not undermine the prima facie authenticity of the document. This is generally acceptable, since the signatory has indicated his/her identity and his/her intention to be bound by signing the document, but if this system is to be used, it should be ensured that scanned copies are transmitted to the recipient only from the email address of the signatory, as an additional means of verifying that they originate from that person.