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**DIGITAL, INNOVATION, AND GREEN TECHNOLOGY PROJECT
(DIGIT PROJECT)**



**REPUBLIC OF CROATIA**

**MINISTRY OF SCIENCE, EDUCATION AND YOUTH**

Donje Svetice 38, Zagreb 10 000, Croatia

**DIGITAL, INNOVATION, AND GREEN TECHNOLOGY PROJECT (DIGIT PROJECT)**

IBRD LOAN NO. 9558-HR

PROJECT ID: P180755



**ANNEX VIII. MINIMUM CONTENT REQUIREMENTS FOR THE PARTNERSHIP AGREEMENT**

**CALL FOR PROPOSALS UNDER THE CHALLENGE PROGRAM**

CALL REFERENCE NUMBER: DIGIT.2.1.02

May 2025

## **Minimum content requirements for the Partnership Agreement**

**Note: At the request of the CSF, a Partnership agreement concluded at the consortium level (between the applicant and all partners) must be submitted immediately before signing of the Grant Agreement. It is not required during the application submission stage (neither the Concept note stage nor the Full application stage).**

The Partnership agreement, to be concluded at the consortium level between the applicant and all partners, must include the following mandatory provisions:

**1. General information, purpose and objective of the partnership**

* Provide information about the project and the call for proposals name and reference numbers. Clearly define the purpose and objectives of the collaboration or partnership.

**2. Roles and responsibilities**

* Detail the roles and responsibilities of all parties involved in the agreement, including the tasks and obligations of the applicant and all partners in the implementation of project activities.

**3. Decision-making process**

* Outline the decision-making procedures at the consortium level, including provisions for amendments, termination, and transfer of the agreement.

**4. Risk management**

* Include provisions for risk sharing among the partners.

**5. Intellectual property (IP) management (if applicable)**

* Define the terms of collaboration and management of intellectual property (IP) rights within the consortium.
* Specify provisions regarding:
	+ Background IP: Intellectual property brought into the project by any consortium member (if applicable).
	+ Foreground IP: Intellectual property created during the project and the conditions under which it will be shared, licensed, or transferred.
* In accordance with state aid rules, in the case of collaboration projects jointly implemented by enterprises and research organizations, the enterprise must not receive indirect state aid. To avoid the granting of indirect state aid to enterprises, one of the following collaboration conditions must be fulfilled:
	+ The results of the collaboration that do not lead to IP rights may be widely disseminated, and all IP rights resulting from scientific/research activities are fully allocated to the research organizations; or
	+ All IP rights resulting from the project, as well as related access rights, are allocated among the consortium members in a manner that appropriately reflects their activities, contributions, and interests; or
	+ The research organizations receive compensation equivalent to the market price for the IP rights arising from their activities that are transferred to the participating enterprises or to which those enterprises are granted access rights. The total value of the financial and non-financial contributions made by the enterprises to the costs of the research organizations’ activities that led to the relevant IP may be deducted from that compensation. The market price is explained in point 30 of the Communication from the Commission — Framework for State aid for research and development and innovation (2022/C 414/01).

**6. Communication and information transfer**

* Outline the methods of communication and information transfer within the partnership or consortium.
* Include provisions for reporting to contracting authorities.

**7. Project monitoring and supervision**

* Specify the procedures for monitoring and supervision of the project.

**8. Non-compliance**

* Define the provisions in case of failure to fulfill obligations by any party.

**9. Financial provisions**

* Include details on financial management, including record-keeping and certification of costs incurred in the project.
* Outline the planned schedule for transferring funds from the applicant to the partner.
* Address the eligibility of expenses, their value, and the amount of grant funds allocated for the activities of the applicant/partner under the project.

**10. Data access and protection**

* Specify the provisions related to data access and the protection of personal data.

**11. Mutual liability and guarantees**

* Include provisions for mutual liability and guarantees among the partners.

**12. Liability for damage**

* Define responsibility for damage caused to third parties.

**13. Use of background information and confidential information**

* Address the use of background information, protection of confidential information, and public dissemination of project results.

**14. Public disclosure and visibility**

* Include provisions on public communication of the project’s results, ensuring public awareness and visibility.

**15. Force majeure**

* Define the procedures and obligations in case of force majeure events.

**16. Applicable law and dispute resolution**

* Specify the applicable law and mechanisms for resolving disputes.