

PARTNER AGREEMENT

This AGREEMENT is made on 23. November 2010

BETWEEN

- (1) SA Tallinna Tehnika- ja Teaduskeskus (Discovery Centre ENERGY) (Party 1)
- (2) Riga Children`s Science Centre Tehnoannas Pagrabi (Party 2)
- (3) University of Helsinki (Party 3)

relating to the *Project* entitled
“Discover Natural Phenomena!” (DNP)

WHEREAS:

- (A) The *Parties* are supplementing a *Nordplus Framework Programme* project “Discover Natural Phenomena” under the subprogram Nordplus Horizontal according to the *Contract* signed between the *Coordinator* of the project (SA Tallinna Tehnika- ja Teaduskeskus) and the *Nordplus Framework Programme* in June 26, 2010.
- (B) The *Parties* wish to specify between themselves, the provisions of the *Contract*.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

Section 1 **Definitions**

A. 1.1 Definitions

"*Contract*" means Contract No HZ-2010_1a-22390 (including its Annexes) for the undertaking by the *Parties* of the *Project*.

"*Party*" or "*Parties*" means a party or the parties to this *Partner Agreement*.

"*Project*" means the *Nordplus Framework Programme* project that the *Parties* are undertaking.

"*Nordplus Framework Programme*" means the financier of the project and the signing body of the *Contract* together with the *Coordinator* of the *Project*.

The "*Coordinator*" of the *Project* is the applicant of the *Project* SA Tallinna Tehnika- ja Teaduskeskus.

The "*Partners*" of the *Project* are Riga Children`s Science Centre Tehnoannas Pagarbi and University of Helsinki.

The "*Project Deliverables*" are an interactive exhibition and research according to the *Contract*.

Section 2 **Purpose and Duration**

B. 2.1 Purpose

The purpose of this *Partner Agreement* is to specify the organisation of the work between the *Parties*, supplement the provisions of the *Contract* and to set out rights and obligations of the *Parties* supplementing but not conflicting with those of the *Contract*.

C. 2.2 Duration

This *Partner Agreement* shall come into force as of the date of its signature by the *Parties* but it shall continue in full force and effect until terminated or complete discharge of all obligations for the carrying out of the *Project* undertaken by the *Parties* under the *Contract* and under this *Partner Agreement*, whichever is the earlier.

Section 3 **Coordinator**

3.1 In addition to the *Coordinator's* functions pursuant to the *Contract*, the *Coordinator* shall have the following functions:

- (a) administration of project meetings, preparation of documents and minutes;

(b) transmission of any documents and information connected with the *Project* between the *Parties*.

3.2 The *Coordinator* shall not be entitled to act or to make legally binding declarations on behalf of any other *Party*.

Section 4 Responsibilities of each *Party*

D. 4.1 General Responsibilities

Each *Party* undertakes to each other *Party* to use reasonable endeavours to perform and fulfil, promptly, actively and on time, all of its obligations under the *Contract* and this *Partner Agreement*.

**The Partner obligations will be described in Annex 1 to this *Partner Agreement*.
Annex 2 to this *Partner Agreement* will be the original proposal form of the *Project*.**

E. 4.2 Towards the *Coordinator*

Each *Party* hereby undertakes to use reasonable endeavours to supply promptly to the *Coordinator* all such information or documents as the *Coordinator* needs to fulfil obligations pursuant to this *Partner Agreement* and the *Contract*.

F. 4.3 Towards each other

4.3.1(a) Each *Party* undertakes to use reasonable endeavours to notify each of the *Parties* promptly of any significant delay in performance;

(b) Each *Party* shall use reasonable endeavours to ensure the accuracy of any information or materials it supplies hereunder or under the *Contract* and promptly to correct any error therein of which it is notified. The recipient *Party* shall be entirely responsible for the use to which it puts such information and materials

Section 5 Costs - Payment

5.1 The *Coordinator* is responsible of all the finances of the *Project* and will cover all the costs the *Partners* have strictly relating to the *Project*, from the *Nordplus Framework Programmes* grant.

Section 6 Force Majeure

A failure in the performance of this *Partner Agreement* cannot be imputed or assumed to a *Party* to the extent it is due to "Force Majeure".

The expression "Force Majeure" shall mean any unforeseeable and insuperable event affecting the *Party* fulfilling its obligations hereunder.

Each *Party* will notify the other *Parties* in writing of any *Force Majeure* as soon as possible. The *Parties* shall discuss in good faith the possibilities of a transfer of tasks affected by the event. Such discussions shall commence as soon as reasonably possible. If such *Force Majeure* event is not overcome within 6 weeks after such notification, the transfer of tasks shall be carried out.

Section 7

Publications, Press Releases and Reports to the Nordplus Framework Programme

- 7.1 When the *Contractors* have agreed a *Project Deliverable* is to be available to the public, any *Party* may publish information from that *Project Deliverable* without reference to any other *Party*.

When there is an opposition, the involved *Parties* shall discuss how to overcome the justified grounds of the opposition (for example by amendment to the planned publication) and the opposing *Party* shall not unreasonably continue the opposition if appropriate actions are performed following the discussion.

Section 8

Assignment

No *Party* shall, without the prior written consent of the other *Parties*, assign or otherwise transfer partially or totally any of its rights and obligations under this *Partner Agreement*.

Section 9

Termination

- 9.2 No *Party* shall be entitled to withdraw from this *Partner Agreement* and/or participation in the *Project* unless:

- (a) that *Party* has obtained the prior written consent of the other *Contractors* (such consent not to be unreasonably withheld), and also of the *Nordplus Framework Programme*, to the withdrawal from, or termination of, the *Contract*; or
- (c) the *Contract* is terminated by the *Nordplus Framework Programme* for any reason whatsoever.

- 9.3 If any *Party* enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors the other *Parties* shall, subject to approval by the Nordplus Framework Programme, be entitled to take over the fulfilment of such *Party's* obligations and to receive subsequent payments under the *Contract* in respect thereof.

In such event all rights and obligations under the *Contract* and this *Consortium Agreement* shall in good faith be redistributed among the remaining *Parties* and the affected *Party* on the basis of the work performed by the affected *Party* prior to the occurrence of the above circumstance.

Section 10

Settlement of Disputes

- 10.1 ALL DISPUTES OR DIFFERENCES ARISING IN CONNECTION WITH THIS PARTNER AGREEMENT WHICH CANNOT BE SETTLED AMICABLY SHALL BE SUBJECT TO THE JURISDICTION OF THE**

APPROPRIATE NATIONAL COURT OF THE *PARTY* WHO WOULD BE THE PROSPECTIVE DEFENDANT IN LEGAL ACTION ON THE ISSUE.

10.2 THE *PARTIES* MAY INSTEAD ELECT TO RESOLVE BY MEDIATION A DISPUTE OR DIFFERENCE ARISING IN CONNECTION WITH THIS *PARTNER AGREEMENT* WHICH CANNOT BE SETTLED AMICABLY.

Section 11 Language

This *Partner Agreement* is drawn up in English which language shall govern all documents, notices and meetings for its application and/or extension or in any other way relative thereto.

Section 12 Notices

Any notice to be given under this *Consortium Agreement* shall be in writing to the following addresses and recipients. It shall be deemed to have been served when personally delivered, or, if transmitted by telefax, electronic or digital transmission when transmitted provided that such transmission is confirmed by receipt of a successful transmission report and confirmed by mail.

- (1) SA Tallinna Tehnika- ja Teaduskeskus (ENERGY), Põhja pst 29, Tallinn 10415; +372 71 52 650; +372 51 55 251; contact person: Kertu Saks, Director, kertu@energiakeskus.ee
- (2) Riga Children`s Science Centre “Tehnoannas Pagrabi”; +371 29 433 112; contact person: Alvis Balodis, Director, alvis@pagrabi.ee
- (3) University of Helsinki, Department of Teacher Education; +358 409 015 265; contact person Dhd Hannu Sakari Salmi, Professor, hannu.salmi@helsinki.fi

or to such other address and recipient as a *Party* may designate in respect of that *Party* by written notice to the others.

Section 13 Amendments

Amendments or changes to this *Consortium Agreement* shall be valid only if made in writing and signed by an authorised signatory of each of the *Parties*.

Section 14 Counterparts

This *Partner Agreement* may be executed in any number of counterparts, each which shall be deemed an original, but all of which shall constitute one and the same instrument.

Signatures

AS WITNESS the *Parties* have caused this *Partner Agreement* to be duly signed by the undersigned authorised representatives the day and year first above written.

Authorised to sign on behalf of

SA Tallinna Tehnika- ja Teaduskeskus (Energy)

Signature

Name

Title

Authorised to sign on behalf of

Riga Children`s Science Centre “Tehnoannas Pagrabi”

Signature

Name

Title

Authorised to sign on behalf of

University of Helsinki, Department of Teacher Education

Signature

Name

Title

Annex 1.

Obligations of the *Parties*

The *Partners* have agreed upon the following division of work under the *Nordplus Framework Programme* project “Discover Natural Phenomena”.

Activity	Party responsible
<p>1. Management of the project The management includes as follows: a) organising and carrying out all the project meetings. There will be 7 project meetings (referred to as work-shops in the project proposal form). Each meeting will be attended by max 2 participants from each partner. The management will include coordinating and organizing the workshops and materials as well as minutes of the workshops. ENERGY will also help to make the travel arrangements for the participants. b) managing the finances of the project. c) reporting to Nordplus Framework Programme about the project`s intermediate and final results. d) communicating project matters to the partners.</p>	<p>The activity will be managed by the signing body of the project i.e <i>Project Coordinator</i> Tallinn Technology and Science Centre ENERGY (ENERGY).</p> <p>(The management of the workshops will be met with the 50 % of the self-financing of the project by the coordinator.)</p>
<p>2. Production of materials for innovative teaching This activity includes as follows: a) under this activity there will be constructed a 10 exhibit interactive science exhibition that will be exhibited in Estonia and Latvia. The exhibits will be worked out at the partner work-shop meetings. b) creating the exhibition texts</p>	<p>a) ENERGY Partners: Technoannas Pagrabi (TP) University of Helsinki (UH) (The management of this activity will be met by the 50 % of the coordinator`s self contribution.)</p> <p>b) The exhibition texts will be created first in English and translated then to Estonian and Latvian. The Estonian translation will be managed by the coordinator; the Latvian translation will be managed by TP (the costs will be covered from the project budget).</p>
<p>3. Dissemination of results and experiences in education This activity includes as follows: a) setting up a project web-page. b) advertising the exhibition in Estonian and Latvian Media - in print media and in radio and TV. c) exhibition transport to Latvia and back to Estonia.</p>	<p>This activity will be managed by ENERGY.</p> <p>(The management of this activity will be covered from the coordinator`s budget by 50 %.)</p>
<p>4. Studies and analysis This activity includes as follows:</p>	<p>The University of Helsinki will be responsible for the coordination of this part of the project as</p>

<p>a) Research by Helsinki University. There will be carried out a research on the effects the informal hands-on learning has to the learning ability.</p>	<p>well as the later dissemination of the research results. (The management of this activity will be covered from the UH's budget by 50 %).</p>
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