

Directorate-General for Communication

## **PARTNERSHIP AGREEMENT WITH CIVIL SOCIETY ORGANISATIONS AND OTHER MULTIPLIER NETWORKS**

**AGREEMENT NUMBER – [...]**

This Partnership agreement is concluded between the following parties:

Of the one part,

The **European Parliament ('the EP')**, represented by the Directorate-General for Communication, represented for the purposes of the signature of this agreement by Jaume Duch Guillot, Director-General,

**and**

of the other part,

**the Communication Partner ('the Partner')**

**[full official name] [ACRONYM]**

[official legal status or form]

[official registration No]

[official address in full]

represented for the purposes of the signature of this agreement by [function, forename and surname].

The parties referred to above

HAVE AGREED

to the conditions and the following annexes:

- |           |  |
|-----------|--|
| Annex I   | Partnership application                    |
| Annex II  | Partnership activity plan                  |
| Annex III | Code of conduct for communication partners |

## **ARTICLE 1 – OBJECTIVE**

The EP and the Partner share the common objective of promoting democratic engagement in the EU and urging as many European citizens as possible to play an active role in the European democratic process, including by participating in the European elections.

The objective of the Partnership agreement ('the Partnership') is to facilitate collaboration between the EP and the Partner in order to multiply the impact of the EP's communication campaigns aiming to support democratic engagement in the EU, notably in the run-up to the 2024 European elections.

The Partnership agreement defines the general rights and obligations of the Partner for the implementation of the Partnership.

## **ARTICLE 2 – SUBJECT MATTER AND IMPLEMENTATION OF THE PARTNERSHIP**

### **2.1 Subject matter of the Partnership**

The Partnership is concluded as part of a long-lasting cooperation between the EP and the Partner with the aim of contributing to the common objective referred to in Article 1.

### **2.2 Implementation of the Partnership**

In order to achieve the common objective referred to in Article 1, the EP and the Partner agree to cooperate on the implementation of their communication activities towards citizens to promote democratic engagement in the EU.

The concrete means of cooperation are detailed in the Partnership activity plan set out in Annex II, pursuant to which the Partnership must be implemented.

## **ARTICLE 3 – PRINCIPLES GOVERNING THE PARTNERSHIP**

### **3.1 Non-financial agreement**

No direct financial contribution from the EU budget is permitted in relation to the implementation of the Partnership. The Partnership cannot give rise to any payment or reimbursement of costs incurred in the implementation of the Partnership.

### **3.2 Ownership of communication activities**

The ownership of the communication activities under the Partnership lies with the Partner, which maintains its freedom and independence when implementing the activities.

### **3.3 High-quality Partnership**

The parties undertake to jointly develop a high-quality Partnership based on respect and mutual trust and to promote and consolidate their relationship and their cooperation by ensuring that each party knows and respects the mandate, statutes and specific aim of the other party.

### **3.4 Further relations with the Partner**

The signature of the Partnership does not give rise to any obligation for the EP to award a contract or a grant to the Partner. It does not affect the Partner's participation in calls for tenders or calls for proposals for the purposes of awarding contracts or grants outside the scope of this Partnership.

### **3.5 Liability**

The EP is under no circumstances responsible for, or bound by, the information or opinions expressed in the context of the communication activities implemented under the Partnership.

The EP cannot be held liable for direct or indirect damage that may result from the implementation of the project.

## **ARTICLE 4 – ENTRY INTO FORCE AND DURATION OF THE PARTNERSHIP**

### **4.1 Entry into force**

The Partnership agreement enters into force on the date when the last party signs it.

### **4.2 Duration**

The Partnership agreement is concluded until 31 December 2024.

Any renewal or extension of the Partnership must be in written form and is subject to the Partner not being in any of the exclusion situations referred to in Article 6.

## **ARTICLE 5 – GENERAL OBLIGATIONS OF THE PARTNER**

The Partner must:

- (a) respect the common general objectives that formed the basis for establishing the Partnership, as mentioned in Article 1 and in the Partnership activity plan set out in Annex II, as well as the code of conduct set out in Annex III;
- (b) cooperate and exchange information regularly and transparently with the EP on the implementation of the Partnership activity plan set out in Annex II and the follow-up

thereto, as well as on other matters of common interest related to the Partnership agreement;

- (c) inform the EP immediately of:
  - i. any change in its legal, financial, technical, organisational or ownership situation or to its name, address or legal representative;
  - ii. any change regarding the exclusion situations listed in Article 6.

In the context of this Partnership, the Partner is not entitled to represent the EP under any circumstances.

## **ARTICLE 6 – EXCLUSION SITUATIONS**

The Partner is excluded from the Partnership if a legal person or a natural person who is a member of the administrative, management or supervisory body of the legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person is in any of the following situations:

- (a) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence
- (b) it has been established by a final judgement that the person is guilty of any of the following:
  - i. fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;
  - ii. corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in other applicable laws;
  - iii. conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;
  - iv. money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;
  - v. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting,

aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;

vi. child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;

(c) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;

(d) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;

(e) it has been established by a final judgment or final administrative decision that the person has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;

(f) only for legal persons, it has been established by a final judgment or final administrative decision that the legal person has been created with the intent provided for in point (g);

(g) for the situations referred to above the person is subject to:

i. facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office (OLAF) or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;

ii. non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;

iii. facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;

iv. information transmitted by Member States implementing Union funds;

v. decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or

vi. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.

## **ARTICLE 7 – SUSPENSION OF AND WITHDRAWAL FROM THE PARTNERSHIP**

### **7.1 Grounds and procedure for withdrawal by the Partner**

The Partner may withdraw from the Partnership agreement at any time and for any reason.

The decision to withdraw from the Partnership needs to be submitted through a formal notification signed by an authorised representative of the Partner. This will lead to withdrawal from the Partnership as of one month after the date on which the renunciation notice is received by the EP, unless a later date is specified in the said notice.

The Partner will cease to be bound by the commitments undertaken under the Partnership as of the date on which it withdraws from the Partnership.

### **7.2 Grounds for suspension or withdrawal by the EP**

The EP may suspend or withdraw from the Partnership if it suspects or establishes that the Partner no longer complies with the Partnership, including in any of the following situations:

- (a) the Partner no longer complies with the conditions for eligibility and/or finds itself in any of the exclusion situations referred to in Article 6;
- (b) the Partner no longer complies with its obligations under Article 8;
- (c) the Partner has infringed the code of conduct set out in Annex III; or
- (d) the Partner is inactive.

### **7.3 Procedure for suspension or withdrawal by the EP**

(a) The EP shall formally notify the Partner in advance of its intention to suspend or withdraw from the Partnership, specifying the reasons therefor, and inviting the Partner to submit observations or take remedial actions within 15 calendar days of the receipt of the notification.

(b) If, after examining the observations submitted or remedial actions taken by the Partner, the EP decides to stop the suspension or withdrawal procedure, it shall formally notify the Partner accordingly.

(c) If no observations have been submitted or if, despite the observations submitted by the Partner or the remedial actions taken, the EP decides to pursue the suspension or withdrawal procedure, it shall formally notify the Partner accordingly within 15 calendar days of the receipt of the Partner's reply, specifying the reasons for the suspension or withdrawal, the date on which it takes effect and the duration in the event of a suspension.

(d) In the event of a potential breach by the Partner at any stage of the above-mentioned procedures, the EP reserves the right to report the matter externally, subject to the applicable data protection rules.

## **ARTICLE 8 – PROCESSING OF PERSONAL DATA**

### **8.1 Data controllers**

The following organisational entities of the EP will act as joint controllers for the processing of personal data: Directorate for Liaison Offices and Directorate for Campaigns of the Directorate-General for Communication.

### **8.2 Processing of personal data by the EP**

All processing of personal data by the EP in connection with the Partnership and the subsequent communication activities is subject to Regulation (EU) 2018/1725<sup>1</sup>.

Such data must be processed by the data controllers identified in Article 8.1 solely for implementing, managing and monitoring the Partnership and the subsequent communication activities.

Any natural person whose personal data is processed by the data controllers in relation to the Partnership has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data, the right to data portability and the right to restrict or, where applicable, object to processing. Should any natural person whose personal data is processed in relation to the Partnership have any queries concerning the processing of their personal data, they should address such queries to the data controllers. They may also contact the Data Protection Officer of the EP. They have the right to lodge a complaint to the European Data Protection Supervisor at any time.

### **8.3 Processing of personal data by the Partner**

The Partner must process personal data under the Partnership in compliance with applicable EU and national law on data protection (including authorisation or notification requirements). Where processing of personal data by the Partner is performed on behalf of the EP, such processing is also subject to Regulation (EU) 2018/1725 and the Partner shall comply with all its obligations deriving therefrom. In such cases, the parties shall sign a separate legal act that is binding on the Partner with regard to the EP and that sets out the subject matter and duration of the processing and its nature and purpose, the type of personal data and categories of data subjects and the obligations and rights of the EP in accordance with the provisions of Article 29 of Regulation (EU) 2018/1725.

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<sup>1</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

The Partner may grant its personnel access only to data that is strictly necessary for implementing, managing and monitoring the Partnership and the subsequent communication activities.

The Partner must adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature, scope, context and purposes of the processing of the personal data concerned. This is in order to ensure, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability of and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to prevent accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

#### **ARTICLE 9 – CONFIDENTIAL AND SENSITIVE INFORMATION**

The Partner shall not use confidential or sensitive information and documents for any reason other than fulfilling its obligations under the Partnership agreement, unless otherwise agreed with the EP in writing.

The Partner must ensure that the personnel authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

These obligations persist even after the performance of the Partnership until the information has been lawfully disclosed.

#### **ARTICLE 10 – INTELLECTUAL PROPERTY**

- (a) For the purpose of this article:
  - i. 'intellectual property rights' shall mean copyrights, related rights, patents, database rights and rights in trademarks, designs and know-how, whether registered or unregistered;
  - ii. 'results' shall mean any tangible or intangible materials created under the Partnership, such as data, documents, pictures, audio and audiovisual content, know-how or information, whatever their form or nature, whether or not they can be protected, as well as any rights attached thereto, including intellectual property rights.



(b) Each party shall remain responsible for complying with intellectual property rights and the rights of natural persons relating to their image and voice under the Partnership.

(c) Each party shall remain the sole owner of the content and intellectual property rights held by it prior to the conclusion of this Partnership.

(d) All results and all intellectual property rights pertaining thereto shall belong to the party that created them.

(e) The parties shall grant each other, for the purposes of implementing the Partnership, a non-exclusive, irrevocable and royalty-free licence to use the results that they own as follows:

i. use for their own purposes, in particular making them available to employees or subcontractors or copying or reproducing them in whole or in part, in unlimited numbers;

ii. distribution to the public, in particular publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes;

iii. editing or redrafting, including shortening, summarising, inserting other elements (e.g. metadata, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, or use in a compilation;

iv. translation;

v. storage in paper, electronic or other format;

vi. archiving, in line with applicable document management rules;

vii. processing, analysing and/or aggregating the materials, documents and information received and producing derivative works.

The rights of use are granted for the full duration of the intellectual property rights concerned.

(f) If results are subject to moral rights or third-party rights (including intellectual property rights or rights of natural persons relating to their image and voice), the parties must ensure that they obtain the necessary licences and authorisations from the rights holders concerned.

## **ARTICLE 11 – VISIBILITY OF THE PARTNERSHIP**

The Partner must display the Partnership visual identity in association with the title 'Communication Partner for the European Elections 2024', in relation to any communication activity implemented in the framework of the Partnership.

## **ARTICLE 12 – COMMUNICATION**

If no other formalities are required by the Partnership, any communication regarding this Partnership must be sent by email to the following addresses:

For the EP: Directorate-General for Communication, [Unit, functional mailbox]

For the Partner:

Where a formal notice is required, it shall be served by registered letter with acknowledgement of receipt or any equivalent means.

For the EP  
Jaume Duch Guillot  
Director-General

[signature]  
Done at [place], [date]

For the Partner  
[forename/surname/function]

[signature]  
Done at [place], [date]

In duplicate in [English]