

AGREEMENT BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF FINLAND
THE GOVERNMENT OF THE REPUBLIC OF LATVIA
THE GOVERNMENT OF THE KINGDOM OF NORWAY
THE GOVERNMENT OF THE REPUBLIC OF POLAND
THE GOVERNMENT OF THE RUSSIAN FEDERATION
THE GOVERNMENT OF THE KINGDOM OF SWEDEN**

**ON THE ESTABLISHMENT OF THE
SECRETARIAT OF THE NORTHERN
DIMENSION PARTNERSHIP ON CULTURE**

The Government of the Republic of Finland, the Government of the Republic of Latvia, the Government of the Kingdom of Norway, the Government of the Republic of Poland, the Government of the Russian Federation and the Government of the Kingdom of Sweden, hereinafter referred to as the Parties,

RECALLING the Political Declaration on the Northern Dimension Policy of 24 November 2006 between the European Union, the Republic of Iceland, the Kingdom of Norway and the Russian Federation,

HAVING REGARD to the decision by the Northern Dimension Senior Officials at their meeting in Stockholm on 12 November 2009 and the intent to establish a Northern Dimension Partnership on Culture, hereinafter referred to as the NDPC,

FULLY RELYING on the provision of the Northern Dimension Policy Framework Document, effective as of 1 January 2007,

AFFIRMING the provisions of the Memorandum of Understanding setting out the modalities of Establishing the Northern Dimension Partnership on Culture signed in Saint Petersburg on 20 May 2010,

Have agreed as follows:

Article 1 Establishment of the Secretariat

1.1 The Parties hereby establish the Secretariat of the Northern Dimension Partnership on Culture hereinafter referred to as the Secretariat.

1.2 The Secretariat shall be established as a legal body.

1.3 The seat of the Secretariat shall be in Riga, Latvia, hereinafter referred to as the Host Country.

Article 2 Legal Personality

The Secretariat shall possess a legal personality in the Host Country. It shall have such legal capacity as may be necessary for the exercise of its functions and the fulfilment of its purposes, including the capacity to contract, to acquire and dispose of movable and immovable property and to institute and participate in legal proceedings.

Article 3 Immunities and Privileges

3.1 The Secretariat and its property and assets shall enjoy such privileges and immunities as are necessary to exercise its functions and fulfil its objectives.

3.2 The permanent personnel of the Secretariat shall enjoy on the territory of the Host Country the privileges and immunities necessary for the exercise of their functions in connection with the activities of the Secretariat.

3.3 A Host Country Agreement with regard to the legal capacity of the Secretariat, its privileges and immunities and its personnel shall be concluded between the Secretariat and the Host Country.

Article 4 Decision Making

All decisions shall be made by consensus between the Parties to this Agreement.

Article 5 Aims and Functions of the Secretariat

5.1 The Secretariat is a working body of the NDPC and shall provide administrative, analytical and technical support to the work of the NDPC.

5.2 Detailed aims and functions of the Secretariat are set out in the Terms of Reference as Addendum 1 to this Agreement.

Article 6 Budget and Financial Contribution Scheme

6.1 The Secretariat shall have an operating budget for each calendar year. The Parties to this Agreement shall finance the budget through assessed annual contributions based upon the Financial Contribution Scheme set out in the Addendum 2 to this Agreement.

6.2 The financial contributions in aggregate should amount to at least EUR 110 000 annually in order to enable the establishment and the functionality of the Secretariat.

6.3 Minimum annual financial contribution payable by a Party shall be EUR 10 000.

6.4 The Financial Contribution Scheme shall be reviewed every third year and any changes thereto are to be decided upon by the Parties to this Agreement, meeting within the Steering Committee.

Article 7 Personnel

7.1 The Secretariat shall be led by a Head of Secretariat, who shall be selected among qualified individuals and be a citizen of a country of one of the Parties to this Agreement. The Head of Secretariat shall be appointed by the Parties to this Agreement, according to the rules set forth in the Addendum 1 Terms of Reference, Paragraph 3.

7.2 Additional personnel required for the successful performance of the tasks of the Secretariat shall be appointed in

accordance with the Terms of Reference and within the financial resources available.

Article 8 Dispute Resolution

Any dispute, controversy or claims arising out of, or concerning interpretation and application of this Agreement shall be resolved by consultations and negotiations between the Parties to this Agreement.

Article 9 Entry into Force

9.1 Each Party shall notify the Depositary through diplomatic channels of the completion of the national legal procedures necessary for the entry into force of this Agreement. The Depositary shall inform the other Parties of the receipt of each notification.

9.2 This Agreement shall enter into force and the Secretariat shall become fully operational on the thirtieth day following the date on which all the Parties have notified the Depositary of their acceptance of this Agreement.

9.3 The Depositary shall inform the Parties of the date of entry into force of this Agreement.

Article 10 Amendments

10.1 Amendments shall be accepted only by mutual agreement of the Parties to this Agreement. Proposals to amend this Agreement shall be done in writing and communicated through the Depositary to all the Parties, through diplomatic channels. Agreed amendments shall be communicated to all the Parties by the Depositary.

10.2 Amendments shall enter into force on the thirtieth day following the date on which all the Parties have notified the Depositary of their acceptance of the amendments.

10.3 The Depositary shall inform the Parties of the date of entry into force of the amendments.

10.4 Notwithstanding Article 10, Paragraphs 10.1 to 10.3 of this Agreement, Addendum 2 containing the Financial Contribution Scheme can be revised by a decision of the Parties to this Agreement, according to Article 6 Paragraph 6.4 of this Agreement. Similar procedures apply for amendments of Addendum 1, containing Terms of Reference, provided consultations with the Steering Committee and as accepted by the Parties to the Agreement, the Terms of Reference can be amended.

Article 11 Withdrawal

11.1 Any Party may withdraw from this Agreement by a written notice submitted to the Depositary. The withdrawal shall take effect at the end of the calendar year following the year in which the Depositary has received the notice.

11.2 The remaining Parties shall consult and agree on the future existence and structure of the Secretariat.

11.3 A withdrawal from the NDPC shall consequently also result in a withdrawal from this Agreement.

Article 12 Accession

Any Partner of the NDPC may at any time after the entry into force of this Agreement make a request to the Depositary to accede to this Agreement. The Depositary shall inform all the Parties to this Agreement of such request. If the request is approved by the Parties, the accession shall enter into force for the new Partner of the NDPC on the sixtieth day upon receiving by the Depositary of the notification of the completion of national legal procedures by the acceding Partner of the NDPC.

Article 13 Depositary

The Host Country shall be the Depositary of this Agreement.

Article 14 Termination of the Agreement

14.1 This Agreement shall remain in force for a period of five years, and shall be automatically renewed for successive periods of five years, unless otherwise decided by the Parties.

14.2 This Agreement may be terminated upon consensus decision of the Parties to this Agreement. All the costs related to the termination of this Agreement and dissolution of the Secretariat shall be discussed by the Parties prior to the termination of this Agreement.

In witness whereof, the undersigned being duly authorized by their respective Governments have signed this Agreement.

Done at Riga on 28 May of 2018
in one original copy in English to be kept by the Depository. The Depository shall issue authenticated copies to all the Parties.

For the Government of the Republic of Finland

JUHO KAUPANEN [Signature] 28.5.2018
/name and surname/ /signature/ /date/

For the Government of the Republic of Latvia

Dace Vilcane [Signature] 28.05.2018.
/name and surname/ /signature/ /date/

For the Government of the Kingdom of Norway

KRISTIAN SVANES [Signature] 28.05.2018
/name and surname/ /signature/ /date/

For the Government of the Republic of Poland

[Signature] [Signature] 28.05.2018
/name and surname/ /signature/ /date/

For the Government of the Russian Federation

Olya Andonina [Signature] 28.05.18
/name and surname/ /signature/ /date/

For the Government of the Kingdom of Sweden

[Signature] [Signature] 180528
/name and surname/ /signature/ /date/

ADDENDUM 1

TERMS OF REFERENCE FOR THE SECRETARIAT OF THE NORTHERN DIMENSION PARTNERSHIP ON CULTURE

1. Introduction

In order to make the Northern Dimension Partnership on Culture (NDPC) more coherent and efficient it was decided to establish the Secretariat of the Northern Dimension Partnership on Culture (Secretariat), according to the Agreement on the Establishment of the Secretariat of the Northern Dimension Partnership on Culture (Agreement). The objective of the Secretariat is to provide administrative, analytical, and technical support to the multilateral coordinated activities under the framework of the NDPC.

The scope of the mandate and the activities of the Secretariat, in addition to the organizational setup and the financial arrangements, are described in these Terms of Reference.

The seat of the Secretariat shall be in Riga, Latvia, hereinafter referred to as the Host Country.

The working language of the Secretariat shall be English.

2. Scope

Within the framework set forth in these Terms of Reference the Secretariat shall primarily:

2.1 provide administrative, analytical and technical support to the meetings of the Steering Committee and the High Level Meetings by preparing and circulating the necessary information and documents for consideration and discussions;

2.2 prepare draft minutes of the meetings of the Steering Committee and the High Level Meetings to be circulated to all the Parties of the NDPC;

2.3 render administrative support to the NDPC, which may include organizing meetings, preparing written material and summary reports, maintaining updated registers and mailing lists and providing other form of technical services;

2.4 ensure updating the NDPC website and other communication means of the NDPC and assist the NDPC in being a focal point for networks, projects and other culture, cultural tourism and creative industries activities in the Northern Dimension area;

2.5 prepare specific information material and analytical or descriptive background information for the use of the NDPC, as requested in writing by the Chairmanship of the Steering Committee and as approved by the Parties to the Secretariat in the Steering Committee;

2.6 assist upon request from the Steering Committee with elaboration and implementation of the activities of the NDPC in the field of culture, cultural tourism and creative industries *inter alia* by providing administrative, technical and analytical support to the Steering Committee with these tasks;

2.7 facilitate coordination and information exchange within the NDPC and with the organizations of relevance to the NDPC;

2.8 support the annual event in Saint Petersburg fostering creative industry;

2.9 represent, upon request and instructions of the Steering Committee, the NDPC in international fora, as appropriate.

3. Head of Secretariat

3.1 The Secretariat shall be led by the Head of Secretariat, who shall be selected among qualified individuals and who shall be a citizen of a country of one of the Parties to the Agreement and should be appointed not later than three months after the signing of the Agreement.

3.2 The Head of Secretariat shall be appointed by the Parties to the Agreement on the basis of merits with due consideration

to gender awareness and geographical balance in accordance with the principle of rotation. The Chairmanship of the Steering Committee, provided the approval of the Parties to the Agreement, is authorized to sign the employment contract with the Head of Secretariat on behalf of the NDPC.

3.3 Upon the time the Agreement is signed, the Head of Secretariat shall be authorized by the Steering Committee to sign the Host Country Agreement, as described in Article 3 Paragraph 3.3 of the Agreement. The Head of Secretariat shall also be authorized to sign any subsequent amendments to the Host Country Agreement, as approved by the Steering Committee.

3.4 The Head of Secretariat shall:

3.4.1 propose working plans and activities as instructed by the Chairmanship of the Steering Committee, provided the approval of the Parties to the Agreement;

3.4.2 present budget proposals of the Secretariat for each calendar year for the information of the Steering Committee and for the approval by the Parties to the Agreement;

3.4.3 prepare and submit accounts and other reports to the Parties to the Agreement and to the Steering Committee;

3.4.4 submit annual reports to the Parties to the Agreement and to the Steering Committee;

3.4.5 conclude and manage contracts on behalf of the Secretariat regarding acquirement of goods and services for the Secretariat;

3.4.6 monitor the performance of contractors who perform tasks that have been outsourced by the Secretariat;

3.4.7 develop Staff Regulations, an Administrative Manual and Financial Rules to be set out in the Personnel

Handbook of the Secretariat and to be approved by the Parties to the Agreement.

4. Personnel

4.1 The Secretariat shall be staffed commensurate to its tasks. In addition to the Head of Secretariat there shall initially be only one Secretary/Accountant.

4.2 Additional personnel required for the successful performance of the tasks of the Secretariat shall be appointed within the financial resources available and as approved by the Parties to the Agreement.

4.3 Permanent Personnel means the Head of Secretariat and other professional personnel of the Secretariat who perform functions of the Secretariat as defined in the Terms of Reference as their main employment.

4.4 A balance among nationalities of the Parties to the Agreement shall be sought as well as rotation when appointing the Permanent Personnel of the Secretariat.

4.5 Contracts for the Permanent Personnel of the Secretariat shall be offered for a period of up to three years, with a possibility of a prolongation for one year. The Permanent Personnel can re-apply only once for their own position. Prolongation excludes renewed application.

4.6 Additional personnel may be seconded from other entities upon acceptance of the Steering Committee. Acceptance of seconded personnel is subject to the condition that the sending entity (government, regional administration or sponsoring institution) covers all the expenses, except the use of office facilities, which are covered by the Secretariat. The seconded personnel are considered legally employed by the sending entity

4.7 Internships may be offered to young professionals or other individuals who, for a fixed period of a maximum of three months, will be affiliated with the activities of the Secretariat. Monthly allowances for internships are to be included in the annual budget for the Secretariat.

5. The Role of the Steering Committee

5.1 The Steering Committee shall supervise and provide guidance of the activities of the Secretariat.

5.2 The Steering Committee shall:

5.2.1 participate in the process of appointing and dismissing the Head of Secretariat;

5.2.2 approve work programmes;

5.2.3 ensure that the composition and qualifications of the personnel of the Secretariat are adequate to fulfil the tasks of the Secretariat; instruct and supervise the Secretariat on the use of the financial contributions outside the Secretariat budget;

5.2.4 decide the theme and the format for the annual event in Saint Petersburg, seeking to cultivate and promote creative industry in all State Parties to the Agreement. The Steering Committee shall establish a Program Committee consisting of the Members of the Steering Committee, experts from the organizing country Russia and the Northern Dimension Institute. For this purpose, the partner countries in the Program Committee shall decide on the contributions from the NDPC budget;

5.2.5 closely cooperate with one of the cultural institutes in Saint Petersburg appointed by the Russian Federation which, for instance, will conduct studies on creative industries on Russian markets, as well as holding promotional events relevant to the work of the NDPC. For this purpose, the Russian Federation shall initially earmark 4000 euro out of their annual contribution to the Secretariat.

6. Financial Contribution Scheme

6.1 The operating annual budget for each calendar year shall be financed through assessed annual contributions based upon

the Financial Contribution Scheme as provided for in Article 6 of the Agreement.

6.2 The financial resources of the Secretariat may also include voluntary contributions from NDPC Partners, as well as grants or payments of any kind from international and national organizations, or other sources for the purpose of furthering the mandate and the functions of the Secretariat.

6.3 The Parties to the Agreement shall annually in advance, and not later than 31 March, approve the budget pertaining to the Secretariat for the subsequent calendar year. Financial contributions from the Parties to the Agreement should arrive to the account of the Secretariat not later than 1 May for each calendar year.

6.4 The financial contributions, as mentioned above, are to be considered as resources of the Secretariat and shall cover the needs and operations of the Secretariat. Any program or project activities to be managed or supervised by the Secretariat should be financed from sources outside the budget of the Secretariat.

6.5 For financing projects of the NDPC the Parties to the Agreement may establish a special fund. The means of this special fund or other resources (such as private contributions or grants) for projects shall be placed in a separate bank account.

6.6 Any contribution of additional resources has to be approved by the Steering Committee.

6.7 Interest earned on contributions under the Financial Contribution Scheme shall be added to the Secretariat bank account. Interest earned on any other resources, possessed by the NDPC, and as described in Paragraph 6.4 above, pertaining to projects and activities shall also be managed by the Secretariat, but on a separate account.

6.8 The Head of Secretariat shall be responsible for administering the separate Secretariat bank accounts.

7. Program and Project Activities

7.1 The responsibility and the involvement of the Secretariat with regard to program and project activities, which are financed outside the regular compulsory financial contributions, as set forth in Article 6 of the Agreement, is to be supervised and under the instruction by the Steering Committee, as described in Paragraph 5 and Paragraph 6.4 of these Terms of Reference.

7.2 The Secretariat shall report on the finance management of the separate account, opened for such programs and project activities, to the Parties to the Agreement and to the Steering Committee.

7.3 The responsibility of the Secretariat with regard to any obligations concerning implementation, monitoring, reporting and evaluations of such programs and project activities is to be negotiated and decided upon in separate agreements between the Secretariat and the owners of the program and project activities.

8. Accounting

The Head of Secretariat shall ensure that accounting records are kept in accordance with generally accepted accounting practice and standards and with due regard to specific requirements under the law of the Host Country.

9. Auditing Procedures

The Steering Committee shall appoint an external auditor upon a proposal from the Host Country or from another Party to the Agreement.

10. Amendments of these Terms of Reference

The Steering Committee and the Head of Secretariat may propose amendments to these Terms of Reference. After consulting the Steering Committee and with the acceptance of the Parties to the Agreement, the Terms of Reference can be amended.

ADDENDUM 2

FINANCIAL CONTRIBUTION SCHEME

The Secretariat of the Northern Dimension Partnership on Culture established according to the Agreement on the Establishment of the Secretariat of the Northern Dimension Partnership on Culture (Agreement) shall have an operating budget for each calendar year. The Parties to the Agreement shall finance the budget through assessed annual contributions based upon the Financial Contribution Scheme set out in this Addendum No. 2 to the Agreement.

According to the Agreement the financial contributions in aggregate should amount to at least EUR 110 000 annually in order to enable establishing the Secretariat. A minimum annual contribution payable by a Party shall be EUR 10 000.

According to Article 6.4 of the Agreement the Financial Contribution Scheme shall be reviewed every third year and any changes to the Financial Contribution Scheme are to be decided upon by the Parties to the Agreement meeting within the Steering Committee.

The annual financial contributions for the period of 2018 – 2020 shall be divided according to the following distribution:

For the Government of the Republic of Finland	(EUR 20 000)
The Government of the Republic of Latvia	(EUR10 000)
The Government of the Kingdom of Norway	(EUR 20 000)
The Government of the Republic of Poland	(EUR 20 000)
The Government of the Russian Federation	(EUR 20 000)
The Government of the Kingdom of Sweden	(EUR 20 000)