

## Project Charter

### PREAMBLE

In order to advance its strategic objectives, the International Council on Archives (ICA) provides financial support to accepted projects undertaken by ICA members via its Programme Commission grants programme (PCOM) and its Fund for the International Development of Archives (FIDA).

This charter sets out the expectations and obligations of the project leader and the ICA with respect to the project.

### ARTICLE 1. PURPOSE

This Project Charter details the requirements and responsibilities of the Project Leader and the ICA to ensure the successful completion of the project named “XXX”.

**This Charter is signed by the Project Leader and the representative of the Programme Commission (PCOM) as follows:**

Project Leader:

Name

Institution Address (if applicable)

For the ICA:

ICA Programmes Manager for PCOM

### ARTICLE 2: COMMENCEMENT AND DURATION

2.1 The Charter is effective upon signature of the project charter on the date of the last signature.

2.2. This Charter shall remain in force until all obligations described in the charter have been fulfilled. The expiry date shall be the date of satisfactory completion and submission of the elements listed in Article 4.1 and before 31st December of XXX.

### ARTICLE 3. GENERAL CONDITIONS

3.1. In the implementation of this charter, the Parties agree to respect to the following general principles to:

- Always behave towards each other as loyal and *bona fide* partners, to inform each other of any difficulties they may encounter in development of the project and to cooperate in the proper implementation of the activities.

- Perform the tasks assigned to them in accordance with good practice and in the best possible way.
- Respect the cultural diversity of the individuals and groups.
- Encourage active participation without exclusion of age, disability, ethnicity, origin, political belief, race, religion, sex or gender, sexual orientation, language, culture and any other grounds.

3.2. The project leader undertakes to carry out the tasks and activities defined in the project proposal and not to engage in any activity that is incompatible with the principles of ICA. They undertake to ensure that all the tasks carried out shall not damage ICA’s reputation; compromise ICA’s statutory mission and purpose. The project leader will comply with any applicable legislation, ethical standards or basic principles of cooperation and shall not cause damage to ICA by incurring unnecessary loss, expenses or liability.

3.3. The Project Leader shall not, in any way, advertise, display or appropriate for personal use the name or logo of ICA, or any abbreviation of the name of ICA without the authorization of ICA.

3.4. If possible, ICA will be acknowledged in communications and publications related to the project.

3.5. Before collaborating with suppliers, the Project Leader will ensure that suppliers are legally able to provide the service or product in the country or countries where the transaction takes place. The company or individual (freelance) registration/identification number must be indicated on the invoices or receipts which must be submitted as part of the financial report for the project.

**ARTICLE 4: RESPONSIBILITIES**

4.1 Responsibilities of the project leader

The Project leader is responsible for the completion of the following project:

Description of the Project

The Project leader will ensure delivery of the projects deliverables according to the conditions set by the Programme Commission listed below in accordance with the following timeline:

[LIST OF DELIVERABLES WITH TIMELINE AND / OR AN ACTION PLAN / MILESTONES TABLE]

Reporting schedule:

The project leader will file interim and final reports in accordance with the ICA programme deadlines and templates.

Other deliverables (if applicable):

4.2. Responsibilities of ICA

The project shall be funded by ICA as outlined in article 5.

The ICA will review the final deliverable or product (PCOM or FIDA Board of Directors).

The ICA Programmes Manager will be the liaison between the Project Manager and PCOM for PCOM projects, and the FIDA Coordinator will be the liaison between the project leader and the ICA for FIDA projects.

The liaison is responsible for the following:

- Regular contact with the Project leader as needed to ensure that the project is progressing and to identify difficulties and challenges.
- Provision of advice during the project as required, either personally or by facilitating contact with relevant sections, branches or expert groups.
- Encouragement and support in the reporting process.
- Proposing solutions to any difficulties or challenges the project might encounter  
Recommendation to terminate the project if it is not progressing in line with expectations.

## **ARTICLE 5: FUNDING AND DISBURSEMENT**

### 5.1 Total Funding

- ICA shall issue funding the project to a maximum of XXXXX €;
- All funding shall be issued in Euros.
- ICA shall issue funding and payments to the Project leader or service provider, via a bank account designated for the project.
- Any unspent sums following the end of the project shall be returned to ICA.
- The Project leader shall not use any funds for any other use other than those described in the project proposal. Non-eligible expenses include, unless explicitly approved:
  - Grants to another organisation or to any individual for travel, per diem, study, or other similar purposes.
  - Social events..
  - Ongoing maintenance of websites, newsletters etc.
  - Tuition fees.

### 5.2 Disbursement

[DISBURSEMENT PROCESS AND INSTALMENTS SPECIFICATIONS]

## **ARTICLE 6: LEGAL STATUS AND INTELLECTUAL PROPERTY**

### 6.1. Legal status

Neither the Project leader, nor any members of the project team, is considered a member of the staff of ICA, nor are they entitled to commit ICA to any expenditure or other obligations.

### 6.2. Intellectual property and visual identity (if applicable)

The project deliverables shall be original work and, if applicable, be licensed under Creative Commons CC BY NC 4.0., as per ICA Copyright policy.

All communication materials and publications related to the project shall mention ICA, bear the official logo of ICA as well as its website address (<http://www.ica.org>).

#### **ARTICLE 7. INDEPENDENCE OF THE PARTIES**

7.1. The provisions of this Charter may not be interpreted as constituting, inter alia, a relationship of subordination, employer-employee, joint enterprise, company, a de facto partnership or de facto company. Neither the project leader nor the ICA may act in the name of, or on behalf of, the other.

7.2. The project leader and the ICA shall not be required to verify the authority and the capacity of the signatories of and more generally, those of the individuals giving their written approval in the name of an institution.

#### **ARTICLE 8. CONFIDENTIALITY**

8.1. Any confidential information (which refers to any information, whether commercial, operational, legal, organisational, accounting, or other, to which the Parties or its representatives will have access in connection with any meetings, discussions, conference calls, and/or exchanges of correspondence, e-mails or documents between the Parties) exchanged as part of this project is exchanged for the purposes of meeting the project requirements. The project leader and the ICA wish to preserve the confidentiality of this information. Any confidential information disclosed shall be and remain the property of the originator and nothing contained in this Charter shall be construed as granting or conferring any rights to the recipient.

8.2. Throughout the duration of the project the Project leader shall refrain from using this information to engage in, or cooperate in, directly or indirectly, through a natural or legal person, an act of unfair competition.

8.3. The content of the project must not be disclosed or disseminated for reasons other than the project in question.

#### **ARTICLE 9. PERSONAL DATA**

9.1. While working with the personal data, the project leader and the ICA will take all the necessary measures to comply with the provisions of national and international legislations on the protection of personal data, especially to comply with the European Union General Data Protection Regulation (EU-GDPR).

9.2. Any Personal Data provided by ICA to the project leader shall be returned to ICA and destroyed upon expiration or termination of the Charter or at any time upon request by ICA. In the event of accidental or unlawful destruction, loss, alteration, theft, unauthorized disclosure of, or access to Personal Data (“breach”), the breach should be immediately reported together with an indication of the nature of the breach, its likely consequences and the measures taken, or proposed to be taken, to address the breach.

## **ARTICLE 10. Amendments**

The provisions of this Charter may be amended by express and written mutual agreement of both the project leader and the ICA, in which case any amendment or waiver of any provision hereof shall be attached to and incorporated into the Charter. Amendments shall enter into force after their approval.

## **ARTICLE 11. FORCE MAJEURE**

11.1. Neither the project leader nor the ICA will be liable to the other for failure to perform its respective obligations, if such failure is a result of an event of force majeure (i.e. unforeseeable and irresistible act of nature) as defined by French courts, provided that such event arises from causes beyond the control and without fault or negligence.

11.2. In the event of force majeure, the project leader or the ICA, if prevented or delayed in the performance of its obligations under this Charter, shall immediately notify the other in writing giving full details of the force majeure event and the reasons for the force majeure event preventing or delaying the obligations under this Charter and shall use reasonable efforts to mitigate the effects of the force majeure event on their performance and to fulfil their obligations under this Charter.

12.3. Unless otherwise agreed, the obligations shall be suspended as from the date of notification.

## **ARTICLE 12. DISPUTE RESOLUTION**

The project leader and the ICA shall make all necessary efforts to resolve any disputes that may arise out of the interpretation, conclusion, performance, interpretation or termination of this Charter or all matters in connection therewith or deriving from the same.

## **ARTICLE 13. STATEMENT OF THE SIGNATORIES**

Each signatory declares:

- they have full legal capacity and authority to sign;
- that there are no obstacles to the conclusion of this Project Charter.

## **SIGNATURES**

This Charter must be signed and returned to the attention of the ICA at [programme@ica.org](mailto:programme@ica.org). The ICA signature will be added and a copy sent back to the Project leader.

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ICA Liaison

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Project leader