



Uttanríkis- og mentamálaráðið

Dagfesting: 23. desember
2021
Mál nr.: 21/20062
Málsviðgjørt: EFR
Eftirkannað: Lógartænastan
dagfestir

Uppskot til

Samtyktar

Løgtingið góðkennir, at landsstýrið fær setta í gildi fyri Føroyar niðanfyri standandi rammuvavtalu millum Føroyar og ES um luttøku Føroya í ES-skráum og tilhoyrandi protokoll um atlimaskap í granskingar- og nýskapansamstarvinum hjá ES, Horizon Europe

Agreement between the European Union and the Government of the Faroe Islands on the participation of the Faroe Islands in Union programmes

The European Union (hereinafter referred to as ‘the Union’),

of the one part,

and

the Government of the Faroe Islands (hereinafter referred to as ‘the Faroe Islands’),

of the other part,

hereinafter referred to as ‘the Parties’

NOTING the wish of the Faroe Islands to become associated to a wider range of Union programmes and activities;

CONSIDERING that the Faroe Islands concludes this agreement on behalf of the Kingdom of Denmark pursuant to the Act on the Conclusion of Agreements under International Law by the Government of the Faroe Islands;

WISHING to establish a lasting framework for cooperation between the Parties with clear conditions for participation of the Faroe Islands in the Union programmes and activities as well as a mechanism facilitating the establishment of such participation in individual Union programmes or activities;

NOTING in particular the wish of the Faroe Islands to further strengthen relations within its fields of competences with the Union, including but not limited to cooperation in research and innovation as well as education, training, youth, culture and sport;

CONSIDERING the common goals, values and strong links of the Parties in the field of research and innovation, established in the past through the Association Agreements to the subsequent Framework Programmes¹, and recognising the common desire of the Parties to further develop, strengthen, stimulate and extend their relations and cooperation therein;

WHEREAS the European Union programme Horizon Europe - the Framework Programme for Research and Innovation - was established by Regulation (EU) 2021/695 of the European Parliament and of the Council² (hereinafter referred to as 'Horizon Europe Programme');

CONSIDERING the Union's efforts to lead the response by joining forces with its international partners to address global challenges in line with the plan of action for people, planet and prosperity in the United Nations Agenda 'Transforming our World: the 2030 Agenda for Sustainable Development', and acknowledging that research and innovation are key drivers and essential tools for innovation-led sustainable growth, for economic competitiveness and attractiveness;

RECOGNISING the general principles as set out in Regulation (EU) 2021/695;

ACKNOWLEDGING the objectives of the renewed European Research Area to build a common scientific and technological area, create a single market for research and innovation, foster and facilitate the cooperation between universities and the exchange of best practices and attractive research careers, facilitate cross-border and inter-sectoral mobility of researchers, foster free movement of scientific knowledge and innovation, promote the respect of academic freedom and freedom of scientific research, support science education and communication activities, and encourage competitiveness and attractiveness of participating economies, and that associated countries to the Horizon Europe Programme are key potential partners in this endeavor;

EMPHASISING the role of the European Partnerships addressing some of Europe's most pressing challenges through concerted research and innovation initiatives contributing

¹ Agreement between the European Union and the Government of the Faroes on scientific and technological cooperation (OJ L 245, 17.9.2010, p.2), Agreement for scientific and technological cooperation between the European Union and the Faroe Islands associating the Faroe Islands to Horizon 2020 — the Framework Programme for Research and Innovation (2014-2020) (OJ L 35, 11.2.2015, p.3).

² Regulation (EU) 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013 (OJ L 170, 12.5.2021, p. 1).

significantly to those Union's priorities in the area of research and innovation that require critical mass and long-term vision and the importance of associated countries' involvement in those European Partnerships;

SEEKING to establish mutually advantageous conditions in order to create decent jobs, to strengthen and support innovation ecosystems of the Parties by helping enterprises to innovate and scale up in the markets of the Parties and facilitating the uptake as well as deployment and accessibility of innovation, including capacity building activities;

RECOGNISING that reciprocal participation in each other's research and innovation programmes should provide mutual benefits; while acknowledging that the Parties reserve their right to limit or condition participation in their research and innovation programmes including in particular for actions related to their strategic assets, interests, autonomy or security;

HAVE AGREED AS FOLLOWS:

Article 1

Subject matter

This agreement establishes the rules applicable to the participation of the Faroe Islands in any Union programme or activity (hereinafter referred to as 'the Agreement').

Article 2

Definitions

For the purposes of this Agreement, the following definitions apply:

(a) 'basic act' means:

(i) an act of one or more Union institutions establishing a programme, which provides a legal basis for an action and for the implementation of the corresponding expenditure entered in the Union budget or of the budgetary guarantee backed by the Union budget, including any amendment and any relevant acts of a Union institution which supplement or implement that act, except those adopting work programmes, or

(ii) an act of one or more Union institutions establishing an activity financed from the Union budget other than programmes, including any amendment and any relevant acts of a Union institution which supplement or implement that act, except those adopting work programmes;

(b) 'funding agreement' means agreements relating to Union programmes and activities under the Protocols to this Agreement which implement Union funds, such as grant agreements, contribution agreements, financial framework partnership agreements, financing agreements and guarantee agreements;

(c) 'other rules pertaining to the implementation of the Union programme and activity' means rules laid down in Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council³ ('Financial Regulation') that apply to the general budget of the Union, and in the work programme or in the calls or other Union award procedures;

³ Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No

(d) ‘Union award procedure’ means a procedure for award of Union funding launched by the Union or by persons or entities entrusted with the implementation of Union funds;

(e) ‘the Faroe Islands entity’ means any type of entity, whether a natural person, legal person or another type of entity, which may participate in activities of a Union programme or activity in accordance with the basic act and who resides or which is established in the Faroe Islands.

Article 3

Establishment of the participation

1. The Faroe Islands shall be allowed to participate in the Union programmes, activities, or in exceptional cases, the part of Union programmes or activities, which are opened to the participation of the Faroe Islands in accordance with the basic acts and as covered by the Protocols.
2. The specific terms and conditions for participation of the Faroe Islands in the Framework Programme for Research and Innovation (2021-2027) are laid down in the Protocol on the association of the Faroe Islands to Horizon Europe – the Framework Programme for Research and Innovation (2021-2027). Notwithstanding Article 15 (7) of this Agreement, that Protocol may be amended by the Joint Committee established under this Agreement.
3. Notwithstanding Article 15 (7) of this Agreement, the specific terms and conditions for participation of the Faroe Islands in any other particular Union programme or activity shall be laid down in Protocols to this Agreement to be adopted and amended by the Joint Committee established under this Agreement.

4. The Protocols shall:

(a) identify the Union programmes, activities, or in exceptional cases, the part of Union programmes or activities, in which the Faroe Islands shall participate;

(b) lay down the duration of participation, which shall refer to the period of time during which the Faroe Islands and Faroe Islands entities may apply for Union funding or may be entrusted with implementation of Union funds;

(c) lay down specific conditions for the participation of the Faroe Islands and Faroe Islands entities, including specific modalities for the implementation of the financial conditions as identified under Articles 6 and 7, specific modalities of the correction mechanism as identified under Article 8, and conditions for participation in structures created for the purposes of implementing those Union programmes or activities. These conditions shall comply with this Agreement and the basic acts and acts of one or more Union institutions establishing such structures;

(d) where applicable, lay down the amount of the Faroe Islands’ contribution to a Union programme implemented through a financial instrument or a budgetary guarantee.

Article 4

Compliance with the programme or activity rules

1. The Faroe Islands shall participate in the Union programmes, activities or parts thereof covered by the Protocols to this Agreement under the terms and conditions established in

223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ EU L 193, 30.7.2018, p.1).

this Agreement, its Protocols and in the basic acts and other rules pertaining to the implementation of Union programmes and activities.

2. The terms and conditions referred to in paragraph 1 shall include:
 - a) the eligibility of the Faroe Islands entities and any other eligibility conditions related to the Faroe Islands, in particular to the origin, place of activity or nationality;
 - b) the terms and conditions applicable to the submission, assessment and selection of applications and to the implementation of the actions by eligible Faroe Islands entities.
3. The terms and conditions referred to in point (b) of paragraph 2 shall be equivalent to those applicable to eligible Member States entities, including respect for the European Union restrictive measures⁴ unless otherwise provided for in the terms and conditions referred to in paragraph 1.

Article 5

Participation of the Faroe Islands in the governance of programmes or activities

1. Representatives or experts of the Faroe Islands or experts designated by the Faroe Islands shall be allowed to take part as observers unless it concerns points reserved only for Member States or in relation to a programme or activity in which the Faroe Islands are not participating, in the committees, expert groups meetings or other similar meetings where representatives or experts of the Member States, or experts designated by Member States take part, and which assist the European Commission in the implementation and management of the programmes, the activities or parts thereof, in which the Faroe Islands participate in accordance with Article 3 or are established by the European Commission in respect of the implementation of the Union law in relation to these programmes, activities or parts thereof. The representatives or experts of the Faroe Islands, or experts designated by the Faroe Islands shall not be present at the time of voting. The Faroe Islands shall be informed of the result of the vote.
2. Where experts or evaluators are not appointed on the basis of nationality, nationality shall not be a reason to exclude Faroe Islands experts and evaluators.
3. Subject to the conditions of paragraph 1, participation of the Faroe Islands' representatives in the meetings referred to in paragraph 1, or in other meetings related to the implementation of programmes or activities, shall be governed by the same rules and procedures as those applicable to representatives of the Member States, in particular speaking rights, receipt of information and documentation unless it concerns points reserved only for Member States or in relation to a programme or activity in which the Faroe Islands are not participating, and the reimbursement of travel and subsistence costs.

⁴ The EU restrictive measures are adopted pursuant to Article 29 of the Treaty on the European Union or Article 215 of the Treaty on the Functioning of the European Union.

4. Protocols to this Agreement may define further modalities for the participation of experts, as well as the participation of the Faroe Islands in governing boards and structures created for the purposes of implementing Union programmes or activities defined in the respective Protocol.

Article 6

Financial conditions

1. Participation of the Faroe Islands or Faroe Islands entities in Union programmes, activities or parts thereof shall be subject to the Faroe Islands contributing financially to the corresponding funding under the Union budget.
2. The financial contribution shall take the form of the sum of:
 - (a) a participation fee; and
 - (b) an operational contribution.
3. The financial contribution shall take the form of an annual payment made in one or more instalments.
4. Without prejudice to paragraph 8 of this Article and Article 7, the participation fee shall be 4% of the annual operational contribution and shall not be subject to retrospective adjustments. As of 2028, the level of the participation fee may be adjusted by the Joint Committee.
5. The operational contribution shall cover operational and support expenditures and be additional both in commitment and payment appropriations to the amounts entered in the Union budget definitively adopted for programmes or activities or exceptionally parts thereof increased, where appropriate, by external assigned revenue that does not result from financial contributions to Union programmes and activities from other donors, covered by each respective Protocol to this Agreement.
6. The initial operational contribution shall be based on a contribution key defined as the ratio of the Gross Domestic Product (GDP) of the Faroe Islands at market prices to the GDP of the European Union at market prices. The GDPs at market prices to be applied shall be determined by the dedicated Commission services based on the most recent statistical data available for budget calculations in the year prior to the year in which the annual payment is due. By derogation, for 2021, the initial operational contribution shall be based on the GDP of the year 2019 at market prices. Adjustments to this contribution key may be laid down in respective Protocols.
7. The operational contribution shall be based on the application of the contribution key to the initial commitment appropriations increased as described in paragraph 5 entered in the Union budget definitively adopted for the applicable year for financing the Union

programmes or activities or exceptionally parts thereof in which the Faroe Islands participate.

8. The participation fee referred to in paragraph 2 of this Article shall have the following value in the years 2021 to 2027:
 - 2021: 0,5%;
 - 2022: 1%;
 - 2023: 1,5%;
 - 2024: 2%;
 - 2025: 2,5%;
 - 2026: 3%;
 - 2027: 4%.
9. Upon request, the Union shall provide the Faroe Islands with information in relation to its financial participation as included in the budgetary, accounting, performance and evaluation related information provided to the Union budgetary and discharge authorities concerning the Union programmes and activities in which the Faroe Islands participate. That information shall be provided having due regard to the Union's and the Faroe Islands' confidentiality and data protection rules and is without prejudice to the information which the Faroe Islands are entitled to receive under Article 10 of this Agreement.
10. All contributions of the Faroe Islands or payments from the Union, and the calculation of amounts due or to be received, shall be made in euros.
11. Detailed provisions for the implementation of this Article are set out in the respective Protocols.

Article 7

Programme and activities to which an adjustment mechanism applies

1. If so provided in a respective Protocol, the operational contribution of a programme, activity or part thereof for a year N may be adjusted upwards or downwards retrospectively in one or more subsequent years on the basis of the budgetary commitments made on the commitment appropriations of that year, their implementation through legal commitments and their decommitment.
2. The first adjustment shall be made in year N+1 when the initial contribution shall be adjusted upwards or downwards by the difference between the initial contribution and an adjusted contribution calculated by applying the contribution key of year N, adjusted via the application of a co-efficient if the respective Protocol so provides, to the sum of:
 - (a) the amount of budgetary commitments made on commitment appropriations authorised in year N under the Union voted budget and on commitment appropriations corresponding to decommitments made available again; and
 - (b) any external assigned revenue appropriations that do not result from financial contributions to Union programmes and activities from other donors covered in each respective Protocol to this Agreement and that were available at the end of year N.

3. Each subsequent year, until all the budgetary commitments financed under commitment appropriations originating from year N have been paid or decommitted and at the latest 3 years after the end of the programme or after the end of the multiannual financial framework corresponding to year N, whichever is earlier, the Union shall calculate an adjustment of the contribution of year N by reducing the Faroe Islands' contribution by the amount obtained by applying the contribution key, adjusted if the respective Protocol so provides, of year N to the decommitments made each year on commitments of year N financed under the Union budget or from decommitments made available again.
4. If external assigned revenue appropriations that do not result from financial contributions to Union programmes and activities from other donors covered by each respective Protocol to this Agreement are cancelled, the contribution of the Faroe Islands to the respective Union Programme, activity or part thereof shall be reduced by the amount obtained by applying the contribution key, adjusted if the respective Protocol so provides, of year N to the amount cancelled.

Article 8

Programmes and activities to which an automatic correction mechanism applies

1. An automatic correction mechanism shall apply in relation to those Union programmes, activities or parts thereof for which the application of an automatic correction mechanism is provided for in a respective Protocol. The application of that automatic correction mechanism may be limited to parts of the programme or activity specified in a respective Protocol, which are implemented through grants for which competitive calls are organised. Detailed rules on the identification of the parts of the programme or activity to which the automatic correction mechanism does or does not apply may be established in the respective Protocol.
2. The amount of the automatic correction for a programme or activity or parts thereof shall be the difference between the initial amounts of the legal commitments actually entered into with the Faroe Islands or Faroe Islands entities financed from commitment appropriations of the year in question and the corresponding operational contribution paid by the Faroe Islands as adjusted pursuant to Article 7, excluding support expenditure, covering the same period.
3. Detailed rules on the establishment of the relevant amounts of the legal commitments referred to in paragraph 2 of this Article, including in the case of consortia, and on the calculation of the automatic correction, may be laid down in the respective Protocol.

Article 9

Reviews and audits

1. The Union shall have the right to conduct, in accordance with the applicable acts of one or more Union institutions or bodies and as provided in relevant agreements and/or contracts, technical, scientific, financial, or other types of reviews and audits on the premises of any natural person residing in or any legal entity established in the Faroe Islands and receiving Union funding, as well as any third party involved in the implementation of Union funds residing or established in the Faroe Islands. Such review and audits may be carried out by

the agents of the institutions and bodies of the Union, in particular of the European Commission and the European Court of Auditors, or by other persons mandated by the European Commission.

2. The agents of the institutions and bodies of the Union, in particular of the European Commission and the European Court of Auditors, and the other persons mandated by the European Commission, shall have appropriate access to sites, works and documents (both in electronic and paper versions) and to all the information required in order to carry out such audits, including the right of obtaining a physical/electronic copy of, and extracts from, any document or the contents of any data medium held by the audited natural or legal person, or by the audited third party.
3. The Faroe Islands shall not prevent or raise any particular obstacle to the right of entrance in the Faroe Islands and to the access to the premises of the agents and other persons referred to in paragraph 2 on the grounds of the exercise of their duties referred to in this Article.
4. The reviews and audits may be carried out, also after the suspension of application of a Protocol to this Agreement pursuant to its Article 15(4), the cessation of provisional application or termination of this Agreement, on the terms laid down in the applicable acts of one or more Union institutions or bodies and as provided in relevant agreements and/or contracts in relation to any legal commitment implementing the Union budget entered into by the Union before the date on which the suspension of application of the relevant Protocol, the cessation of provisional application or termination of this Agreement takes effect.

Article 10

Fight against irregularities, fraud and other criminal offences affecting the financial interests of the Union

1. The European Commission and the European Anti-Fraud Office (OLAF) shall be authorised to carry out administrative investigations, including on-the-spot checks and inspections, on the territory of the Faroe Islands. These investigations shall be carried out in accordance with the terms and conditions established by applicable acts of one or more Union institutions.
2. The competent Faroe Islands authorities shall inform the European Commission or OLAF within reasonable time of any fact or suspicion which has come to their notice relating to an irregularity, fraud or other illegal activity affecting the financial interests of the Union.
3. On-the-spot checks and inspections may be carried out on the premises of any natural person residing in or legal entity established in the Faroe Islands and receiving Union funds, as well as of any third party involved in the implementation of Union funds residing or established in the Faroe Islands.
4. On-the-spot checks and inspections shall be prepared and conducted by the European Commission or OLAF in close collaboration with the competent Faroe Islands authority designated by the government of the Faroe Islands. The designated authority shall be notified a reasonable time in advance of the object, purpose and legal basis of the checks and inspections, so that it can provide assistance. To that end, the officials of the competent Faroe Islands authorities may participate in the on-the-spot checks and inspections.
5. Upon request by the authorities of the Faroe Islands, the on-the-spot checks and inspections may be carried out jointly with the European Commission or OLAF.
6. Commission agents and OLAF staff shall have access to all the information and documentation, including computer data, on the operations concerned, which are required for the proper conduct of the on-the-spot checks and inspections. They may, in particular, copy relevant documents.
7. Where the person, entity or another third party resists an on-the-spot check or inspection, the authorities of the Faroe Islands, acting in accordance with national rules and regulations, shall assist the European Commission or OLAF, to allow them to fulfil their duty in carrying out an on-the-spot check or inspection. This assistance shall include taking the appropriate precautionary measures under national law, in particular in order to safeguard evidence.
8. The European Commission or OLAF shall inform the authorities of the Faroe Islands of the result of such checks and inspections. In particular, the European Commission or OLAF shall report as soon as possible to the competent Faroe Islands authority any fact or suspicion relating to an irregularity which has come to their notice in the course of the on-the-spot check or inspection.
9. Without prejudice to application of the Faroe Islands criminal law, the European Commission may impose administrative measures and penalties on legal or natural persons of the Faroe Islands participating in the implementation of a programme or activity in accordance with Union legislation.

10. For the purposes of proper implementation of this Article, the European Commission or OLAF and the competent authorities of the Faroe Islands shall regularly exchange information and, at the request of one of the parties to this Agreement, consult each other.
11. In order to facilitate effective cooperation and exchange of information with OLAF, the Faroe Islands shall designate a contact point.
12. Information exchanged between the European Commission or OLAF and the Faroe Islands' competent authorities shall take place having due regard to the confidentiality requirements. Personal data included in the exchange of information shall be protected in accordance with applicable rules.
13. The authorities of the Faroe Islands shall cooperate with the European Public Prosecutor's Office to allow it to fulfil its duty to investigate, prosecute and bring to judgment the perpetrators of, and accomplices to, criminal offences affecting the financial interests of the Union in accordance with the applicable legislation.

Article 11

Amendments to Articles 9 and 10

The Joint Committee under this Agreement may amend Articles 9 and 10 of this Agreement, in particular to take account of changes of acts of one or more Union institutions.

Article 12

Recovery and enforcement

1. Decisions adopted by the European Commission imposing a pecuniary obligation on legal or natural persons other than States in relation to any claims stemming from Union programmes, activities, actions or projects shall be enforceable in the Faroe Islands. The order for enforcement shall be appended to the decision, without any other formality than a verification of the authenticity of the decision by the national authority designated for this purpose by the government of the Faroe Islands. The government of the Faroe Islands shall make known its designated national authority to the Commission and the Court of Justice of the European Union. In accordance with Article 13, the European Commission shall be entitled to notify such enforceable decisions directly to persons residing and legal entities established in the Faroe Islands. Enforcement shall take place in accordance with the Faroe Islands' law and rules of procedure.
2. Judgments and orders of the Court of Justice of the European Union delivered in application of an arbitration clause contained in a contract or agreement in relation to Union programmes, activities, actions or projects shall be enforceable in the Faroe Islands in the same manner as European Commission decisions referred to in paragraph 1.
3. The Court of Justice of the European Union shall have jurisdiction to review the legality of the decision of the Commission referred to in paragraph 1 and to suspend its enforcement. However, the Courts of the Faroe Islands shall have jurisdiction over complaints that enforcement is being carried out in an irregular manner.

Article 13

Communication and exchange of information

The Union institutions and bodies involved in the implementation of Union programmes or activities, or in control of such programmes or activities, shall be entitled to communicate directly, including through electronic exchange systems, with any natural person residing in the Faroe Islands or legal entity established in the Faroe Islands receiving Union funding, as well as with any third party involved in the implementation of Union funding that resides or is established in the Faroe Islands. Such persons, entities and third parties may submit directly to the Union institutions and bodies all relevant information and documentation which they are required to submit on the basis of the Union legislation applicable to the Union programme or activity and on the basis of the contracts or funding agreements concluded to implement that programme or activity.

Article 14

The Joint Committee

1. The Joint Committee is hereby established. The tasks of the Joint Committee shall include:
 - a) assessing, evaluating and reviewing the implementation of this Agreement and its Protocols, in particular:
 - (i) the participation and performance of the Faroe Islands legal entities in Union programmes and activities;
 - (ii) where relevant, the level of (mutual) openness to the legal entities established in each Party to participate in programmes, projects, actions, activities or parts thereof of the other Party;
 - (iii) the implementation of the financial contribution mechanism and where relevant the automatic correction mechanism applicable to Union programmes or activities covered by Protocols to this Agreement;
 - (iv) information exchange and where relevant examining any possible questions on the exploitation of results, including intellectual property rights;
 - b) discussing upon request of either Party restrictions applied or planned by the Parties on access to their respective research and innovation programmes, including in particular for actions related to their strategic assets, interests, autonomy or security;
 - c) examining how to improve and develop cooperation;
 - d) discussing jointly the future orientations and priorities of policies related to programmes or activities covered by the Protocols to this Agreement;
 - e) exchanging information, inter alia, on new legislation, decisions or national programmes that are relevant for the implementation of this Agreement and its Protocols;
 - f) adopting Protocols to this Agreement on specific terms and conditions of participation of the Faroe Islands in Union programmes, activities or parts thereof, or amending such Protocols as needed;
 - g) amending Articles 9 and 10 of this Agreement, in particular to take account of changes of acts of one or more Union institutions.

2. Decisions of the Joint Committee shall be taken by consensus.
3. The Joint Committee, which shall be composed of representatives of the Union and of the Faroe Islands, shall adopt its Rules of Procedure.
4. The Joint Committee may decide to set up any working party/advisory body on an ad hoc basis at expert level that can assist in carrying out the implementation of this Agreement.
5. The Joint Committee shall meet at least once a year, and, whenever special circumstances so require, at the request of any of the Parties. The meetings shall be organised and hosted alternately by the Union and by the Faroe Islands.
6. The Joint Committee shall work on an on-going basis through an exchange of relevant information by any means of communication, in particular in relation to the participation/performance of the Faroe Islands entities. The Joint Committee may in particular conduct its tasks in writing whenever the need arises.

Article 15

Final provisions

1. This Agreement shall enter into force on the date on which the Parties have notified each other of the completion of their internal procedures necessary for that purpose. It shall retroactively apply from 1 January 2021.
2. The Parties may apply this Agreement provisionally in accordance with their respective internal procedures and legislation. The provisional application shall begin on the date on which the Parties have notified each other of the completion of their internal procedures necessary for that purpose.
3. Should the Faroe Islands notify the Commission, acting on behalf of the Union, that they will not complete their internal procedures necessary for the entry into force of this Agreement, this Agreement shall cease to apply provisionally on the date of receipt of this notification by the Commission, which shall constitute the cessation date for the purposes of this Agreement.

The decisions of the Joint Committee shall cease to apply on the same date.

4. The application of a relevant Protocol to this Agreement may be suspended by the Union in case of partial or full non-payment of the financial contribution due by the Faroe Islands under the respective Union programme or activity.

In case of non-payment which may significantly jeopardise the implementation and management of the relevant Union programme or activity, the European Commission shall send a formal letter of reminder. Should no payment be made within 20 working days after the formal letter of reminder, suspension of the application of the relevant Protocol shall be notified by the European Commission to the Faroe Islands by a formal letter of notification which shall take effect 15 days following the receipt of this notification by the Faroe Islands.

In case the application of a Protocol is suspended, the Faroe Islands entities shall not be eligible to participate in award procedures that are not yet completed when the suspension

takes effect. An award procedure shall be considered completed when legal commitments have been entered into as a result of that procedure.

The suspension does not affect the legal commitments entered into with the Faroe Islands entities under the relevant Union programme or activity before the suspension took effect. The relevant Protocol shall continue to apply to such legal commitments.

The Union shall immediately notify the Faroe Islands once the entire amount of the financial contribution due has been received by the Union. The suspension shall be lifted with an immediate effect upon this notification.

As of the date when the suspension is lifted, the Faroe Islands entities shall be again eligible in award procedures launched under the relevant Union programme or activity after this date and in award procedures launched before this date, for which the deadlines for submission of applications has not expired.

5. Either Party may terminate this Agreement at any time by a written notification informing of the intent to terminate it. This Agreement may only be terminated in its entirety. The termination shall take effect three calendar months after the date on which the written notification reaches its addressee. The date on which the termination takes effect shall constitute the termination date for the purposes of this Agreement.
6. Should the Agreement cease to apply provisionally in accordance with paragraph 3 or be terminated in accordance with paragraph 5 the Parties agree that:
 - (a) projects, actions, activities or parts thereof in respect of which legal commitments have been entered into during the provisional application and/or after the entry into force of this Agreement, and before this Agreement ceases to apply or is terminated, shall continue until their completions under the conditions laid down in this Agreement;
 - (b) the annual financial contribution to the relevant programme or activity of the year N during which this Agreement ceases to apply provisionally or is terminated shall be paid entirely in accordance with Article 6 of the Agreement and any relevant rules in the respective Protocols. Where the adjustment mechanism applies, the operational contribution to the relevant programme or activity of the year N shall be adjusted in accordance with Article 7 of this Agreement. For programmes or activities where both the adjustment mechanism and the automatic correction mechanism apply, the relevant operational contribution of the year N shall be adjusted in accordance with Article 7 of this Agreement and corrected in accordance with its Article 8. The participation fee paid for the year N as part of the financial contribution to the relevant programme or activity shall not be adjusted or corrected.
 - (c) where the adjustment mechanism applies, following the year during which this Agreement ceases to apply provisionally or is terminated, the initial operational contributions to the relevant programme or activity paid for the years during which this Agreement applied shall be adjusted in accordance with Article 7. In relation to programmes or activities where both the adjustment mechanism and the automatic correction mechanism apply, these operational contributions shall be adjusted in accordance with Article 7 and

automatically corrected in accordance with Article 8.

The Parties shall settle by common consent any other consequences of termination or cessation of provisional application of this Agreement.

7. This Agreement may only be amended in writing by common consent of the Parties. The entry into force of the amendments will follow the same procedure as that applicable for the entry into force of this Agreement as provided in paragraph 1 of this Article.
8. Protocols shall constitute an integral part of this Agreement.

For the European Union,

For the Government of the Faroe Islands

Protocol on the association of the Faroe Islands to Horizon Europe – the Framework Programme for Research and Innovation (2021-2027)

Article 1

Scope of the association

1. The Faroe Islands shall participate as an associated country in and contribute to all parts of the Horizon Europe Programme - the Framework Programme for Research and Innovation (the Horizon Europe Programme) referred to in Article 4 of Regulation (EU) 2021/695 of the European Parliament and of the Council⁵, and implemented through the specific programme established by Council Decision (EU) 2021/764⁶, in their most up to date versions, and through a financial contribution to the European Institute of Innovation and Technology.
2. Regulation (EU) 2021/819 of the European Parliament and of the Council⁷, and Decision (EU) 2021/820 of the European Parliament and of the Council⁸, in their most up to date versions, shall apply to the participation of the Faroe Islands entities in Knowledge and Innovation Communities.

Article 2

Additional conditions of participation in the Horizon Europe Programme

1. Before deciding on whether the Faroe Islands entities are eligible to participate in an action related to EU strategic assets, interests, autonomy or security under Article 22(5) of Regulation (EU) 2021/695, the Commission may request specific information or assurances, such as:
 - a) information whether reciprocal access has been or will be granted to Union entities to existing and planned programmes, projects, actions, activities or parts thereof of the Faroe Islands equivalent to the Horizon Europe Programme concerned;
 - b) information whether the Faroe Islands have in place a national investment screening mechanism and assurances that authorities of the Faroe Islands will report on and

⁵ Regulation (EU) 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013 (OJ EU L 170, 12.5.2021, p.1).

⁶ Council Decision (EU) 2021/764 of 10 May 2021 establishing the Specific Programme implementing Horizon Europe – the Framework Programme for Research and Innovation, and repealing Decision 2013/743/EU (OJ EU L 167I, 12.5.2021, p. 1).

⁷ Regulation (EU) 2021/819 of the European Parliament and of the Council of 20 May 2021 on the European Institute of Innovation and Technology (recast), (OJ EU L 189, 28.5.2021, p. 61.).

⁸ Decision (EU) 2021/820 of the European Parliament and of the Council of 20 May 2021 on the Strategic Innovation Agenda of the European Institute of Innovation and Technology (EIT) 2021-2027: Boosting the Innovation Talent and Capacity of Europe and repealing Decision No 1312/2013/EU (OJ EU L 189, 28.5.2021, p. 91.).

consult the Commission on any possible cases where in application of such a mechanism they have become aware of planned foreign investment/takeover by an entity established or controlled from outside the Faroe Islands of a Faroe Islands entity, which has received Horizon Europe funding in actions related to Union strategic assets, interests, autonomy or security, provided that the Commission supplies the Faroe Islands with the list of the relevant Faroe Islands entities following the signature of grant agreements with these entities; and

- c) assurances that none of the results, technologies, services and products developed under the concerned actions by the Faroe Islands entities shall be subject to restrictions on their export to Union Member States during the action and for four years after the end of the action. The Faroe Islands will share an up-to-date list of subjects of national export restrictions on annual basis, during the action and for four years after the end of the action.
2. The Faroe Islands entities may participate in the activities of the Joint Research Centre (JRC) under terms and conditions equivalent to those applicable to Union entities unless limitations are necessary to ensure consistency with the scope of participation stemming from the implementation of paragraph 1 of this Article.
3. Where the Union implements the Horizon Europe Programme through the application of Articles 185 and 187 of the Treaty on the Functioning of the European Union, the Faroe Islands and the Faroe Islands entities may participate in the legal structures created under those provisions, in conformity with the Union legal acts that have been or will be adopted for the establishment of those legal structures.
4. The Faroe Islands' rights of representation and participation in the European Research Area Committee and its subgroups shall be those applicable to the relevant category of associated countries.
5. Representatives of the Faroe Islands shall have the right to participate as observers in the Board of Governors of the JRC, without voting rights. Subject to that condition, such participation shall be governed by the same rules and procedures as those applicable to representatives of Member States of the Union, including speaking rights and procedures for receipt of information and documentation in relation to a point that concerns the Faroe Islands.
6. The Faroe Islands may participate in a European Research Infrastructure Consortium (ERIC) in accordance with Council Regulation (EC) No 723/2009⁹, in its most up to date version, and with the legal act establishing the ERIC.
7. The Parties shall make every effort, within the framework of the existing provisions, to facilitate the free movement and residence of persons participating in the activities covered by this Protocol and to facilitate cross-border movement of goods and services intended for use in such activities.

⁹ Council Regulation (EC) No 723/2009 of 25 June 2009 on the Community legal framework for a European Research Infrastructure Consortium (ERIC) (OJ EU L 206, 8.8.2009, p. 1.).

8. The Faroe Islands shall take all necessary measures, as appropriate, to ensure that goods and services, purchased in the Faroe Islands or imported into the Faroe Islands, which are partially or entirely financed pursuant to the grant agreements and/or contracts concluded for the realisation of the activities in accordance with this Protocol, are exempted from customs duties, import duties and other fiscal charges, including the VAT, that are applicable in the Faroe Islands.

Article 3
Reciprocity

Legal entities established in the Union may participate in programmes, projects, actions activities or parts thereof of the Faroe Islands equivalent to the Horizon Europe Programme, in accordance with the applicable laws and regulations of the Faroe Islands.

The non-exhaustive list of the equivalent programmes, projects, actions, activities or parts thereof of the Faroe Islands is provided in Annex II to this Protocol.

Funding by the Faroe Islands of legal entities established in the Union shall be subject to the Faroe Islands' applicable legislation laws and regulations governing the operation of research and innovation programmes, projects, actions, activities or parts thereof. Where funding is not provided, legal entities established in the Union may participate with their own means.

Article 4
Open Science

The Parties shall mutually promote and encourage open science practices in their programmes, projects, actions, activities or parts thereof in accordance with the rules of the Horizon Europe Programme and the applicable laws and regulations of the Faroe Islands.

Article 5

Detailed rules on financial contribution, adjustment mechanism and automatic correction mechanism

1. An adjustment mechanism and automatic correction mechanism shall apply in relation to the operational contribution of the Faroe Islands to the Horizon Europe Programme.
2. The automatic correction mechanism shall be based on the performance of the Faroe Islands and the Faroe Islands entities in the parts of the Horizon Europe Programme, which are implemented through competitive grants.
3. Detailed rules for application of the automatic correction mechanism are laid down in Annex I to this Protocol.

Article 6

Final provisions

1. This Protocol shall remain in force for as long as is necessary for all the projects and/or actions activities or parts thereof financed from the Horizon Europe Programme, all the actions necessary to protect the financial interests of the Union and all the financial obligations stemming from the implementation of this Protocol between the Parties to be completed.
2. The Annexes to this Protocol shall form an integral part of the Protocol.

Annex I: Rules governing the financial contribution of the Faroe Islands to the Horizon Europe Programme (2021-2027)

Annex II: List of the equivalent programmes, projects, actions, activities or parts thereof of the Faroe Islands

ANNEX I

Rules governing the financial contribution of the Faroe Islands to the Horizon Europe Programme (2021-2027)

I. Calculation of the financial contribution of the Faroe Islands

1. The financial contribution of the Faroe Islands to the Horizon Europe Programme shall be established on a yearly basis in proportion to, and in addition to, the amount available each year in the Union budget for commitment appropriations needed for the management, execution and operation of the Horizon Europe Programme, increased in accordance with Article 6(5) of this Agreement.
2. The participation fee of the Faroe Islands shall be established and phased in according to Article 6(4) and (8) of this Agreement.
3. In accordance with Article 6(6) of this Agreement, the initial operational contribution to be paid by the Faroe Islands for their participation in the Horizon Europe Programme will be calculated for the respective financial years by applying an adjustment to the contribution key.

The adjustment to the contribution key shall be:

$$\text{Contribution Key Adjusted} = \text{Contribution Key} \times \text{Coefficient}$$

The coefficient used for the above calculation to adjust the contribution key shall be 0,4.

4. The operational contribution of the Faroe Islands to Horizon Europe shall be adjusted in accordance with rules provided in Article 7 of this Agreement.

II. Automatic correction of the Faroe Islands' operational contribution

1. For the calculation of the automatic correction as referred to in Article 8 of this Agreement and Article 5 of this Protocol, the following modalities shall apply:
 - a) 'competitive grants' means grants awarded through calls for proposals where the final beneficiaries can be identified at the time of the calculation of the automatic correction. Financial support to third parties as defined in Article 204 of the Financial Regulation is excluded;
 - b) where a legal commitment is signed with a consortium, the amounts used to establish the initial amounts of the legal commitment shall be the cumulative amounts allocated

to beneficiaries that are the Faroe Islands entities in accordance with the indicative budget breakdown of the grant agreement;

- c) all amounts of legal commitments corresponding to competitive grants shall be established using the European Commission electronic system eCorda and be extracted on the second Wednesday of February of year N+2;
- d) ‘non-intervention costs’ means costs of the Programme other than competitive grants, including support expenditure, programme-specific administration, other actions¹⁰;
- e) amounts allocated to international organisations as legal entities being the final beneficiary¹¹ shall be considered as non-intervention costs.

2. The mechanism shall be applied as follows:

a) Automatic corrections for year N in relation to the execution of commitment appropriations for year N, increased in accordance with Article 6(5) of this Agreement, shall be applied based on data on year N and year N+1 from e-Corda referred to in point c) of paragraph (1) of point (II) of this Annex in year N+2 after any adjustments in accordance with Article 7 of this Agreement have been applied to the contribution of the Faroe Islands to the Horizon Europe Programme. The amount considered will be the amount of competitive grants for which data is available, at the time of the calculation of the correction.

b) Starting in year N+2 and up until 2029, the amount of the automatic correction shall be calculated for year N by taking the difference between:

i. the total amount of the competitive grants apportioned to the Faroe Islands or the Faroe Islands entities as commitments made on budget appropriations of year N; and

ii. the amount of the Faroe Islands adjusted operational contribution for year N multiplied by the ratio between:

A. the amount of competitive grants made on commitment appropriations of year N, increased in accordance with Article 6(5) of this Agreement; and

B. the total of all the authorised budgetary commitment appropriations of year N, including non-intervention costs.

III. Payment of the Faroe Islands’ financial contribution, payment of the adjustments made on the Faroe Islands’ operational contribution, and payment of the automatic correction applicable to the Faroe Islands’ operational contribution

¹⁰ Other actions include notably procurement, prizes, financial instruments, direct actions of the Joint Research Centre, Subscriptions (OECD, Eureka, IPEEC, IEA, ...), experts (evaluators, monitoring of projects) etc.

¹¹ International organisations would only be considered as non-intervention costs if they are final beneficiaries. This will not apply where an international organisation is a coordinator of a project (distributing funds to other coordinators).

1. The Commission shall communicate to the Faroe Islands, as soon as possible and at the latest when issuing the first call for funds of the financial year, the following information:
 - a. the amounts in commitment appropriations in the Union budget definitively adopted for the year in question for the budget lines covering participation of the Faroe Islands, in Horizon Europe Programme increased, if relevant, in accordance with Article 6(5) of this Agreement;
 - b. the amount of the participation fee referred to in Article 6(8) of this Agreement;
 - c. from year N+1 of implementation of the Horizon Europe Programme, the implementation of commitment appropriations corresponding to budgetary year N, increased in accordance with Article 6(5) of this Agreement and the level of decommitment;
 - d. for the part of the Horizon Europe Programme where such information is necessary to calculate the automatic correction, the level of commitments entered into in favour of the Faroe Islands entities broken down according to the corresponding year of budgetary appropriations and the related total level of commitments.

On the basis of its Draft Budget, the Commission shall provide an estimate of information for the following year under points (a) and (b) as soon as possible, and, at the latest, by 1 September of the financial year.

2. The Commission shall issue, at the latest in April and in June of each financial year, a call for funds to the Faroe Islands corresponding to its contribution under this Protocol.

Each call for funds shall provide for the payment of six-twelfths of the Faroe Islands' contribution not later than 30 days after the call for funds is issued.

For the first year of implementation of this Protocol, the Commission shall issue a single call for funds, within 60 days of the signature of the Agreement.

3. Each year starting in 2023, the calls for funds shall also reflect the amount of the automatic correction applicable to the operational contribution paid for year N-2.

The call for funds issued at the latest in April may also include adjustments of the financial contribution paid by Faroe Islands for the implementation, management and operation of the previous Framework Programme(s) for Research and Innovation in which the Faroe Islands participated.

For each of the financial years 2028, 2029 and 2030, the amount resulting from the automatic correction applied to the operational contributions paid in 2026 and 2027 by the Faroe Islands or from the adjustments made in accordance with Article 7(8) of this Agreement will be due to or from the Faroe Islands.

4. The Faroe Islands shall pay their financial contribution under this Protocol in accordance with section III of this Annex. In the absence of payment by the Faroe Islands by the due date, the Commission shall send a formal letter of reminder.

Any delay in the payment of the financial contribution shall give rise to the payment of default interest by the Faroe Islands on the outstanding amount from the due date.

The interest rate for amounts receivable not paid on the due date shall be the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of *the Official Journal of the European Union*, in force on the first calendar day of the month in which the due date falls, increased by one and half percentage points.

ANNEX II

List of the equivalent programmes, projects, actions, activities or parts thereof of the Faroe Islands

The following non-exhaustive list shall be regarded as the Faroe Islands' programmes, projects, actions and activities equivalent to the Horizon Europe Programme:

- The Faroese Research Foundation;
- The Fisheries Research Foundation of the Faroe Islands.

1. Viðmerkingar til uppskot til samtyktar

1.1. Orsøkin til uppskotið

Føroyar og Evropeiska Samveldið (eftir hetta nevnt ES) eru komin á mál við samráðingunum um ein rammusáttmála, sum gevur Føroyum móguleika at gerast partur av øllum samstarvsskráum hjá ES, ið loyva atlimaskapi fyri lond uttanfyri ES.

Í sama viðfangi eru Føroyar og ES komin ásamt um eina protokoll til rammuvartaluna, ið tryggjar, at føroyski atlimaskapurin í granskingar- og menningarsamstarvinum hjá ES heldur fram.

Rammuvitalan um føroyska luttøku í ES-skipanum

ES hevur samtykt ein nýggjan leist fyri triðjalandsluttøku og atlimaskap í ES-skráum. Sum liður í nýggju tilgongdini verða rammuvitalur gjørdar, sum fevna um atlimaskapir á fleiri ymiskum økjum.

Nýggja rammuvitalan millum Føroyar og ES letur upp fyri, at Føroyar kunnu samráðast við ES um at fáa atlimaskap í fleiri samstarvsskráum hjá ES. Her kann nevast, at landsstýrið í løtuni serliga raðfestir fyrireikingarnar til luttøku í útbúgvingarsamstarvinum hjá ES, Erasmus+, og mentanarsamstarvinum Creative Europe.

Sambært rammuvitaluni verður ein felagsnevnd sett at fyrireika nýggjar protokollir til sáttmálan um luttøku í øðrum EU-skráum. Í protokollunum til sáttmálan verður nágreinad, hvørjar treytir eru galdandi fyri longdina á samstarvstíðarskeiðunum, luttøku og fíggingarleist.

Granskingar- og menningarsamstarvið

Granskingar- og menningarsamstarvið er ein av høvuðstættunum í samstarvinum millum Føroyar og ES. Føroyska luttøkan er ment nógv síðani Føroyar í 2010 fingur atlimaskap í granskingarskránni hjá ES, ið tá varð nevnd FP7 (Seventh Framework Programme) og hevði gildi fyri tíðarskeiðið 2007 til 2013, sbr. løgtingsmál nr. 111/2009. Síðani fingur Føroyar atlimaskap í Horizon 2020, ið var framhald og víðarimening av granskingarsamstarvinum, sbr. løgtingsmál nr. 87/2014. Umframt stuðul til gransking, veitti Horizon 2020 eisini stuðul til nýskapan og til menning av nýggjari tøkni.

Síðani samstarvsskráin á granskingar- og menningarøkinum við Horizon 2020 gekk út við árslok 2020 hava samráðingar verið um at gera nýggjan sáttmála við ES um føroyskan atlimaskap komandi sjei árin.

Vísindasamstarvið við ES hevur týðning fyri gransking og menning í Føroyum, tí samstarvið letur dyrnar upp fyri samstørvum og fígging í Evropa. Í eftirmeting hjá Granskingarráðnum av royndunum frá Horizon 2020, sum varð almannakunngjørd í november 2020, var breið semja um, at føroyskir stovnar og fyrirkur virðismeta móguleikan at taka lut í granskingarsamstarvinum hjá ES. Higartil hava føroyskir luttakarar serliga gjørt seg galdandi á økjum hav og havtilfeingi, aling, orku og tøkni menning, men luttøkan gerst alt meira fjøltáttad. Eisini hevur føroyskur banki, við støði í samstarvinum, gjørt avtalu við evropeiska íløgugrunnin um veðhald fyri váðafúsum lánunum til føroyskar vinnukundar.

Løgtingsins góðkenning

Við sáttmálanum fáa Føroyar atgongd til luttøku í ES-skráum og skulu rinda eitt árligt gjald fyri atlimaskap í granskingar- og nýskapanarsamstarvinum hjá ES fyri tíðarskeiðið frá 2021 til 2027.

Av tí at rammuvavtalan og protokollin eru víðfevndar og áleggja þórtunum lögfrøðiligar og týðandi fíggarligar skyldur, verður met, at talan er um avtalu, sum er týðningarmikil sambært orðingini í § 52, stk. 2 í lögtingslóg um stýrisskipan Føroya.

Tí verður met, at Løgtingsins góðkenning krevst fyri at rammuvavtalan og tilhoyrandi protokollin kunnu verða settar í gildi fyri Føroyar. Møguligar lógarbroytningar, ið krevjast fyri at avtalan kann verða útint, eru lýstar undir pkt. 1.2.

Samtykkir felagsnevndin at gera nýggjar protokollir til rammuvavtaluna, metir landsstýrið í hvørjum einstøkum føri um, hvørt Løgtingsins góðkenning krevst, fyri at protokollin kann verða sett í gildi fyri Føroyar.

1.2. Lýsing av innihaldinum í rammuvavtaluni og protokollini

Møguleikar fyri samstarvi á fleiri økjum

Nýggja rammuvavtalan er ein týðandi liður í at víðka samstarvið hjá Føroyum við ES, tí sáttmálin gevur Føroyum móguleika at gerast partur av øllum samstarvsskráum, sum lond uttanfyri ES kunnu verða partur av.

Sambært grein 14 í rammuvavtaluni verður sett ein felagsnevnd at fyrireika og samtykkja komandi protokollir fyri nýggjar atlimaskapir. Sostatt skipar rammuvavtalan eisini formligu mannagongdirnar fyri føroyska luttøku í møguligum nýggjum samstarvsskráum.

Protokollin um atlimaskap í granskingar- og nýskapanarsamstarvinum Horizon Europe

Granskingar- og menningarsamstarvið er ein av høvuðstættunum í samstarvinum millum Føroyar og ES, og føroyska luttøkan er ment nógv síðani Føroyar fingur atlimaskap á fyrsta sinni í 2010.

Horizon Europe er nýggja rammuskráin hjá ES fyri gransking, menning og nýskapan, ið er galdandi fyri tíðarskeiðið 2021-2027. Skráin, sum setur tvørfakligar loysnir og altjóða samstarv í hásæti, er ein stuðulsskipan fyri fría gransking, granskaraflytføri, strategiska gransking og nýskapan.

Skráin byggir á úrslitini úr Horizon 2020 og er skipað á sama hátt við útboðum, sum eru í samsvari við politisku málsetningarnar hjá ES.

Føroyski atlimaskapurin í rammuskránni gevur móguleika fyri samstarvi og fígging av felags verkætlanum, og gevur góða atgongd til evopreiska umhvørvið fyri vísindi, gransking, menning og nýskapan.

Fíggarligu treytirnar í nýggju protokollini um Horizon Europe eru tillagaðar, so størri javnvág verður millum gjald og úrtøku. Fíggingarleisturin í nýggju protokollini um atlimaskap í Horizon Europe verður broyttur, soleiðis at gjaldið verður javnað eftir ítøkiligum úrtøkuni, sbr. pkt. 1.3 um útgreining av fíggingarleistinum undir.

Horizon Europe styrkir vísindaliga og tækniliga grundarlagið undir stóru altjóða avbjóðingunum í okkara tíð og skal vera við til at røkka málunum um burðardygg menning. Samstundis skal skipanin betra um kappingarevnið hjá vinnulívinum.

Dentur verður serliga lagdur á nýskapan, talgilding og grøna orskuskiftið. Við nýggju partalagsskipanini “Partnership” verður áherðsla lögð á luttøku frá bæði almennum og privatum luttakarum. Breið luttøka frá vinnulívinum hevur stóran týdning í Horizon Europe, ið m.a. hevur til endamáls at skapa burðardygg størv og vøkstur.

Fyri at fáa størri gagn av gransking og nýskapan, er Horizon Europe skipað við nýggjum bygnaði, sum skal betra um samanhang og úrtøku. Bygnaðurin er skipaður við trimum súlum, sum eru samantvinnaðar innanhýsis, og sum eru styrktar av fleiri øðrum verkætlanum.

Fyrsta súlan – Dygdarvísindi (“Excellent Science”) – tryggjar sterkan samanhang við undanfarnar granskingarskráir og skal økja um vísindaligu góðskuna. Hendan súlan fevnir um Evropeiska Granskingarráðið (ERC), ið stuðlar fríari gransking á hægsta stigi, Marie Sklodowska-Curie Actions (MSCA) skipanina, sum stuðlar undir flytføri og útbúgving hjá granskarum og um stuðul til granskingarundirstøðukervi.

Onnur súlan snýr seg um altjóða avbjóðingar og vinnuligt kappingarføri og er skipað við ymsum evnisbundnum skráum, nevnt “Clusters”. Tær seks skráirnar eru 1) heilsa, 2) mentan og fevnandi samfelagið, 3) borgaratrygd, 4) talgilding, ídnaður og rúmdin, 5) veðurlag, orka og flytføri, umframt 6) biobúskapur, matvørur, náttúruilfeingi og umhvørvi.

Skipanin hevur til endamáls at fremja tvørfakligt altjóða samstarv tvørtur um gearar, fyri at fáa størri virknað og gagn av nýskapanarmøguleikunum á markamótinum millum fakøki og gearar.

Nýskapan er ein týðningarmikil partur av allari skránni, men í triðju súlu verður størri dentur lagdur á at fremja og stuðla nýskapan.

Í Horizon Europe verður dentur eisini lagdur á at styrkja skipanina við samstarvi í sonevndum partaløgum (“Partnerships”), sum eru í trimum stigum:

- Partaløg við felags skráum, grundað á semjur ella sáttmálar millum partarnar
- Samfíggingar partaløg, grundað á ein felags smidligan samfíggingarleist
- Stovnsfest partaløg

Endamálið við partaløgnum er at fáa almennar og vinnuligar partar at lyfta stórar samfelagsavbjóðingar í felag og fyriryrgja at sama arbeiðið verður endurtikið í ymsum geirum.

Uttanríkis- og mentamálaráðið hevur boðað ES-nevndini frá, at áhugi er fyri luttøku í fleiri av komandi partaløgum og serliga í “Sustainable Blue Economy Partnership”, sbr. niðanfyri undir pkt. 1.3.

Eisini verður ein skipan við sonevndum missiónum (“Missions”) sett í verk. Missiónirnar eru eitt nýtt amboð í Horizon Europe, har miðað verður eftir at loysa nakrar av teimum heilt stóru samfelagsavbjóðingunum í nýggjari tíð. Fyriddømið fyri missiónirnar er rúmdarferðin til mánan, og tær 5 missiónirnar, ið ES hevur sett sær fyri at loysa, eru flokkaðar undir heitunum 1) tillaging til veðurlagsbroytingar, herundir samfelagslig umlegging, 2) krabbamein, 3) veðurlagsnevtalir og snildir býir, 4) sunt hav, sjógvar og vøtn og 5) jarðarheilsa og matur.

Missiónirnar skulu vera við til at fremja nakrar av fremstu politisku raðfestingunum hjá ES, sum til dømis "European Green Deal", "Europe's Beating Cancer Plan", "NextGenerationEU", "European Industrial Strategy" og "A Europe fit for the Digital Age".

Missiónirnar verða skipaðar strategiskt og í samstarvi við limalondini, ES-tingið, áhugapartar og borgarar.

Orsøkin til, at rammuvavtalan og protokollin verða lagdar fyri Løgtingið

Í sambandi við samráðingarnar við ES-nevndina hevur Uttanríkis- og mentamálaráðið saman við avvarðandi stjórnarráðum viðgjørt, um ásetingar í rammuvavtaluni ella protokollini krevja lógarbroyingar fyri at verða útintar. Hetta kemst m.a. av, at tað í rammuvavtaluni eru ásetingar um granskoðan, eftirlit, útinning o.a., og í protokollini eru ásetingar um skatta- og avgjaldslætta fyri verkætlanir, fevndar av protokollini.

Grein 9 til 12 í rammuvavtaluni snúgva seg um eftirlit, granskoðan, fyrirbyrging av sviki og útinning av avgerðum hjá ES-stovnum í Føroyum. Fleiri av hesum ásetingum eru tær somu sum í hinum báðum granskingaravtalulimum, sum Føroyar og ES áður hava gjørt, og Løgtingið hevur góðkent. Kortini verður kannað, um bindingarnar geva atvold til lógarbroyingar. Eisini er neyðugt at tryggja, at grein 10 kann handhevjast í Føroyum, samsvarandi galdandi lóggávu í Føroyum.

Í protokollini er nýggj áseting um, at Føroyar skulu taka hóskaði stig til tess at tryggja, at vørur og tænastur, ið verða keyptar í ella innfluttar til Føroya í sambandi við verkætlanir sambært protokollini, verða undantiknar tolli, innflutningsgjöldum, meirvirðisgjöldum ella øðrum gjöldum, sbr. grein 8, stk. 2. Ásetingin fevnir um verkætlanir, sum heilt ella lutvíst verða fíggaðar sambært protokollini, og líknandi áseting er ikki í undanfarna sáttmálum um føroyskan atlimaskap í granskingar- og menningarsamstarvinum hjá ES.

TAKS hevur upplýst, at granskingarverkætlanir í dag kunnu verða undantiknar frá at rinda meirvirðisgjald. Kortini verður kannað, um tørvur er á lógarbroyingum, av tí at møgulig undantøk frá galdandi skatta-, toll- og avgjaldsskylduni, skulu ásetast í lógtingslóg fyri at hava gildi.

Føroysk luttøka í øðrum ES-samstarvsskráum

Rammuvavtalan letur upp fyri føroyskari luttøku í útbúgvingar- og mentanarsamstarvinum hjá ES, Erasmus+ og Creative Europe. Hetta verður formliga gjørt við samráðingum um nýggjar protokollir til rammuvavtaluna á hesum samstarvsøkjunum. Í formælinum til rammuvavtaluna verður dentur eisini lagdur á føroyska ynskið um at styrkja samstarvið við ES á hesum økjunum.

Flestu lond, ið luttaka í granskingar- og menningarsamstarvinum hjá ES, luttaka eisini í útbúgvingarsamstarvinum. Hesar skipanir eru tætt knýttar, og Erasmus+ er ofta fyrsta stigið út í heim hjá yngra ættarliðinum á útbúgvingarleið. At taka ímóti og senda avstað skiftisnæmingar, ið eru væl fyri fakliga við altjóða royndum, er hornasteinurin í Erasmus+, umframt at kveikja áhugan fyri gransking. Áhugin fyri Erasmus+ er stórur í Føroyum á fleiri stigum; bæði á Fróðskaparsetrinum, fólkháskúlanum, miðnámskúlanum og øðrum útbúgvingarstovnum.

Erasmus+ samstarvið krevur, at londini hava eina nationala eind (National Agency), sum skal umsita limaskapin. Mett verður, at tað tekur umleið tvey ár at skipa øll formligu viðurskiftini rundan um føroysku eindina. Í fyrstu atløgu verður mettt, at til ber at røkja uppgávuna við at seta eitt fólk aftrat á Granskingarráðnum saman við ES-granskingarvirkseminum, ið longu er har. Sum frá líður verður helst tørvur á tveimum fólki, sbr. eisini pkt. 1.3.

Gildiskoma

Protokollin um Horizon Europe er ein samrunnin partur av rammuvitaluni, sum fær gildi afturvirkandi frá 1. januar 2021, tá partarnir hava boðað hvørjum øðrum frá, at komið er á mál við neyðugu innanhýsis mannagongdunum, sbr. grein 15, stk. 1 og 8 í rammuvitaluni. Rammuvitalan hevur eisini ásetingar um fyribilsvirknað, tá partarnir hava boðað hvørjum øðrum frá, at komið er á mál við neyðugu innanhýsis mannagongdum, sbr. stk. 2 og 3. Rinda Føroyar ikki ásetta gjaldið, kann ES seta viðkomandi protokoll úr gildi fyribils, og báðir partar kunnu uppsiga rammuvitaluna, sbr. stk. 4 og 5.

Protokollin um Horizon Europe hevur gildi frá 2021 til 2027 og til tað er tryggjað, at allar verkætlanir, ið eru fíggaðar sambært skránni, eru avgreiddar, sbr. grein 6, stk. 1 í protokollini. Eisini skulu aðrar fíggarligar bindingar hjá pørtunum vera avgreiddar.

1.3. Avleiðingarnar av góðkenning av millumtjóðasáttmála ella avtalu

1.3.1. Fíggarligar og umsitingarligar avleiðingar fyri landið og kommunur

Seinastu árin hevur ikki verið javnvág millum gjald og úrtøku hjá Føroyum í sambandi við luttøku í granskingar- og menningarsamstarvinum hjá ES.

Við nýggju avtaluni verður betri javnvág ímillum tað, sum verður goldið inn og tað, sum fæst burturúr. Fyrsta gjaldið verður partvíst roknað eftir sama leisti sum frammanundan t.v.s. við støði í BTÚ, men verður tillagað í mun til støðið á luttøkuni undanfarnu sjev árin. Síðani verður gjaldið sum frálíður javnvigað við støði í veruligu luttøkuni.

Horizon Europe er størsta samstarvsskráin hjá ES higartil við einari fíggarætlan á € 95,5 milliardum fyri sjev ára tíðarskeiðið 1. januar 2021 til 31. desember 2027. Hetta er ein øking á 30 % í mun til síðstu skrána Horizon 2020. Afturat hesum koma luttøkugjöldini frá atlimalondunum, umframt parturin av Horizon Europe, sum verður skipaður í omanfyri nevndu partaløg (Partnerships).

Gjaldsleisturin

Gjaldsleisturin í nýggju Horizon Europe granskingarskránni er broyttur fyri nøkur atlimalond, soleiðis at gjaldið verður tillagað í mun til úrtøkuna. Fyri Føroyar verður henda nýggja skipanin ein fíggarligur fyrimunur, tí í fyrru skipanunum hava Føroyar goldið eitt fast ásett gjald inn í skipanina, sum hevur verður munandi hægri, enn føroyska úrtøkan hevur verið.

Samlaða gjaldið, sum Føroyar skulu rinda sambært protokollini fyri tíðarskeiðið 2021-2027, er samansett av tveimum faktorum:

1. Luttøkugjald (participation fee), og
2. Gjald til stuðulsskipanina (operational contribution)

Ad. 1 luttøkugjald:

Talan er um eitt umsitingargjald, sum luttakandi londini rinda til umsiting av skipanini. Tað fyrsta árið (2021) er gjaldið hjá Føroyum 0,5% av gjaldinum til stuðulsskipanina. Gjaldið hækkar síðani við 0,5% hvørt ár til 4% í 2027. Talan er um ein lítlan kostnað í mun til samlaða gjaldið sambært sáttmálanum. Gjaldið verður ikki javnað eins og gjaldið til stuðulsskipanina.

Ad. 2 gjald til stuðulsskipanina:

Í mun til sáttmálan um Horizon 2020 er grundleggjandi broytingin í protokollini um Horizon Europe, at londini rinda tað í stuðulsskipanina, sum tey fáa úr henni. Árliga gjaldið verður tí hvørt ár javnað eftir, hvat er fingið í stuðli úr skipanini (gjaldið í ár N+2 verður regulerað eftir nýtsluni í ár N).

Fyri Føroyar verður nýggja skipanin ein fíggjarligur fyrimunur, tí higartil hava Føroyar goldið munandi meira í Horizon 2020 skipanina, enn Føroyar hava fingið úr skipanini.

Gjaldið sum Føroyar skulu rinda til stuðulsskipanina skal fyrsta árið roknast út frá frymlinum kallaður “Adjusted Contribution Key = Contribution Key x Coefficient”, har Contributon Key verður roknað sum $BTÚ FO / (BTÚ ES + BTÚ FO)$.

Fyri at finna gjaldið fyrsta árið, er neyðugt at gera eina meting av, hvat koeffisienturin skal verða, tí tað er hesin, sum javnar føroyska gjaldið til at verða so nær væntaðu úrtøkuni sum gjørligt. Føroyar skulu helst ikki rinda alt ov nógv inn í skipanina fyrsta árið, men heldur ikki ov lítið, tí so verður gjaldið í ári N+2 tilsvarandi lægri ella hægri.

Út frá, hvussu nógv Føroyar finga aftur í fyrru granskingaravtaluni við ES, Horizon 2020, er semjan við ES um, at koeffisienturin er settur til 0,4 í nýggju avtaluni.

Við støði í frymlunum omanfyri eru útrokingarnar gjørdar av, hvussu stórt fíggjarliga íkastið hjá Føroyum verður fyrsta árið. Útrokningarnar vísa, at Føroyar koma at rinda um leið 8 mió.kr.

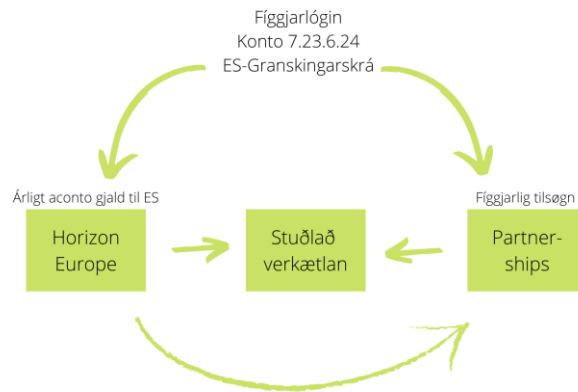
Árliga gjaldið verður javnað hvørt ár í mun til, hvat Føroyar finga burturúr árið frammanundan. Javning fer sostatt fram 7 ferðir, fyrstu ferð í 2023 og síðstu ferð í 2029 (tað, sum er goldið í ár N, verður javnað í ár N+2).

Fígging til luttøku í partaløg (Partnerships)

Ein partur av Horizon Europe verður skipaður í sonevndum Partnerships. Hetta eru ávís skilmarkað samstarvsøki, sum verða fíggjað við játtan frá Horizon Europe og frá lima- og atlimalondunum.

Uttanríkis- og mentamálaráðið hevur boðað ES-nevndini frá, at áhugi er fyri luttøku í fleiri av komandi Partnerships. Í løtuni er áhugi fyri luttøku í Sustainable Blue Economy Partnership.

Skipanin við Partnerships verður frameftir eitt av høvuðsamboðunum í Horizon Europe. Enn ber ikki til at siga ítøkilig, hvørjar fíggarligu avleiðingarnar verða av luttøku í Partnerships, tí at tað enn er tørvur á at fáa greiðu á ymsum viðurskiftum. Kostnaðurin, sum hevur verið frammi, liggur millum 100 túsund krónur og 1-2 mió. kr. fyri viðkomandi Partnerships, sum hvør sær í útgjaldi helst røkka yvir 2-3 fíggarár. Her er talan um tilsøgn um játtan, sum verður givin til luttøku hjá ávísa landinum, tað vil siga, at játtanin kann bert fara til virkseimið hjá landinum sjálvum. Játtanin verður goldin til stovnar ella virki í landinum. Føroysk luttøka í Partnerships er treytað av játtan á fíggarlógini til luttøku í ES-skráum.



Lutvís endurrindan av umsóknarútreiðslum

Granskingarnevndin hevur í Horizon 2020 skránni eftir tilmæli frá fyrisitingini sett 200.000 kr. av um árið úr Granskingargrunninum til umsóknararbeiði í Horizon 2020. Játtan til hetta endamálið eigur tó ikki at fara av avmarkaðu stuðulsupphæddini til umsóknirnar til granskingarstuðul hjá Granskingargrunninum, men serstøk játtan eigur at verða sett av til endamálið.

Talan er um eina skipan, har granskari kann søkja um stuðul (upp í 35.000 kr.) at skriva umsókn og til ferðaútreiðslur í sambandi við fyrireikingarfundir. Mett verður, at tørvurin er á játtanini, og tí verður mælt til, at lata hesa stuðulsskipan halda fram í Horizon Europe. Hetta verður gjørt við játtan frá høvuðskontuni til limagjald.

Fígging av luttøku í útbúgvingar- og mentanarsamstarvinum

Í sambandi við ætlaðu samráðingarnar um føroyska luttøku í Erasmus+ og Creative Europe, skal landsstýrið tingast við ES-nevndina um treytir og luttøkugjald.

Fíggarætlanin fyri Erasmus+ fyri komandi sjeva ára tíðarskeið er 21 mia. EUR. Fíggarætlanin fyri Creative Europe er 1,642 mia. EUR.

Ein treyt fyri at Føroyar kunnu luttaka í útbúgvingarsamstarvinum er, at ein føroysk eind (National Agency) verður sett á stovn at umsita Erasmus+ játtanina í Føroyum. Føroyar fáa umleið 80% aftur av luttøkugjaldinum at umsita føroysku luttøkuna, umframt ein ávísan stuðul til fyrisiting, sum partarnir semjast um.

Neyðugt er at fara undir fyrireikingarnar skjótast gjørligt. Hetta krevur, at eitt starvsfólk verður sett, sum skal:

- fáa til vege neyðuga vitan og upplýsingar um Erasmus+ skipanina
- verða við í samráðingum
- stuðla Fróðskaparsetrinum at fáa ECHE (Erasmus Charter for Higher Education) góðkenning

- arbeiða saman við, upplýsa og eggja skúlum og Fróðskaparsetrinum við fyrireikingunum, ið skulu verða komnar á mál, tá skipanin verður tøk hjá føroyskum umsøkjarum
- fyrireika og klárgera eitt National Agency, t.e. eina føroyska skrivstovu at umsita evropisku Erasmus+ skipanina í Føroyum.

Eisini er neyðugt at kanna og fáa neyðuga vitan og upplýsingar um Creative Europe skipanina innan mentan.

Mett verður, at kostnaðurin av at fyrireika málini verður umleið kr. 1.000.000, treytað av játtan á fíggarlóginum. Føroyska eindin verður eftir ætlan partur av ES-virkseminum, sum longu er skipað í Granskingarráðnum. Hesin leistur verður eisini brúktur í Íslandi.

Mett verður ikki, at uppskotið hevur beinleiðis avleiðingar fyri kommunurnar.

1.3.2. Avleiðingar fyri vinnuna, borgarar og aðrar felagsskapir

Við nýggju rammuváttaluni verður latið upp fyri, at Føroyar kunnu luttaka í fleiri av samstarvsskráunum hjá ES. Uttanríkis- og mentamálaráðið hevur ítøkiligar ætlanir um at fara undir samráðingar um limskap í Erasmus+ og Creative Europe. Serliga er áhugin fyri Erasmus+ stórir; bæði á Fróðskaparsetrinum, í fólkaskúlanum, á miðnámskúlanum og øðrum útbúgvingarstovnum.

Við Horizon Europe skránni verður dentur lagdur á at hava breiða luttøku frá vinnulívunum. Endamálið er at skapa burðardygg stórv og vøxtur. Dentur verður serliga lagdur á nýskapan, talgilding og grøna orskuskiftið. Við nýggju skipanini við partaløgum verður dentur lagdur á luttøku frá bæði almennum og privatum luttakarum.

1.4. Ummæli

Umframt Uttanríkis- og mentamálaráðið, hevur Granskingarráðið luttikið í samráðingunum um sáttmálan.

Uppskotið er sent til ummælis hjá stjórnarráðnum og verður lagt til almenna hoyring á heimsíðuni hjá Uttanríkis- og mentamálaráðnum.

Innkomin ummæli verða hjáløgd sum fylgiskjøl.

Uttanríkis- og mentamálaráðið, 23. desember 2021

Jenis av Rana
landsstýrismaður

/ Poul Geert Hansen

Yvirlit yvir fylgiskjøl:

Fylgiskjal 1: Fyriskipan (ES) 2021/695 hjá ES Tinginum og Ráðnum frá 28. apríl 2021, ið ásetur Horizon Europe – rammuskráin um gransking og nýskapan – og um reglurnar fyri luttøku og útbreiðslu, og um úrgildisseting av fyriskipan (ES) nr. 1290/2013 og (ES) nr. 1291/2013

Fylgiskjal 2: Avgerð Ráðsins (ES) 2021/764 frá 10. mai 2021, ið ásetur serstøku skráanna, ið setur í verk Horizon Europe – rammuskráin um gransking og nýskapan, og um úrgildisseting av avgerð 2013/743/ES