

PARTNERSHIP AGREEMENT

Project partner agreement governing the implementation of the PGI02122, Urban M - Urban Manufacturing Stimulating Innovation Through Collaborative Maker Spaces project, part of the INTERREG Europe Programme financed through the European Regional Development Fund (ERDF)

Between the following parties:

Lead Partner

- (1) Birmingham City University, University House, 15 Bartholomew Row, Birmingham, B5 5JU, UK.

Contact: Dr Steve Harding – steve.harding@bcu.ac.uk

Partners

- (2) Birmingham City Council
- (3) Lisbon City Council
- (4) Fomento San Sebastian, Economic Development Agency
- (5) Lazio Region
- (6) City of Zagreb
- (7) Municipality of the City of the Slovak Republic, Bratislava
- (8) Vilnius City Municipal Government Administration, Vilnius
- (9) Ci BSC, Business support centre Ltd., Kranj

PARTNERSHIP AGREEMENT dated Wednesday 1st March 2017:

Having regard to:

- Article 13(2) of Regulation (EU) no 1299/2013 of the European Parliament and of the Council of 17 December 2013, on the European Territorial Cooperation goal,
- The programme manual section "project partnership agreement", whereupon partners in a project funded under Interreg Europe have to conclude an agreement concerning their mutual financial and legal responsibilities, including the functions and responsibilities of the lead partner,
- The subsidy contract signed between the managing authority and the lead partner, Article 10

For the implementation of the Interreg Europe project PGI02122, Urban M - Urban Manufacturing Stimulating Innovation Through Collaborative Maker Spaces project, referred to as the "Project" approved by the monitoring committee on 13th Dec 2016, the following agreement shall be made between the partners of the project.

The total budget for the project approved by the Interreg Europe Programme Steering Committee's decision amounts to €1,831,204. Whereas the following principles form the basis for the partner agreement:

A grant application for the Project was submitted by the Lead Partner within the context of the Interreg Europe Programme. The final form of this application, as approved by the Managing Authority under the Interreg Europe Programme, and the Subsidy Contract (signed between the Managing Authority and the Lead Partner) form the basis for the Project's implementation.

With respect to Project implementation, it is necessary for the Partners to set out their rights and obligations within the context of the Project.

All Partners are aware that the transnational and supra-regional nature of the Project is an important condition for obtaining and retaining a grant and that none of the Partners will be permitted to leave the partnership prematurely.

The grant application sets out the information as provided by the Partners. One important condition for awarding a grant is the availability of co-financing. Each Partner is responsible for arranging its own co-financing and is deemed to be fully informed of the conditions under which the grant will be awarded and to have accepted these conditions.

The Partners are aware that the Lead Partner is accountable to the Interreg Europe Programme for the proper implementation of the Project, and is also responsible for complying with the obligations that arise from the grant awarded under the Interreg Europe Programme, and that as a result of this responsibility, the Lead Partner is obliged to impose certain responsibilities and obligations on the other Partners in order to arrive at a reasonable partnership.

The Lead Partner is responsible for the budgetary and financial management of the Project and must provide any information requested by the Managing Authority. It will only be able to properly perform this duty if this Agreement obligates the Partners to maintain their accounts and records in a certain manner and to supply all information to the Lead Partner as soon as possible upon request.

The Subsidy Contract is an agreement concluded between the Managing Authority and the Project Partners – represented by the Lead Partner – setting out details of the conditions under which a grant will be awarded. The Subsidy Contract is issued by the Managing Authority.

The Partners are aware that it is the Lead Partner's task to distribute the grant monies between the Partners in the prescribed manner and that the Lead Partner can therefore only meet the payment obligations towards the Partners if it has received the monies to do so in its account.

With respect to projects supported by European grants, the customary period for retaining documents is three years after the financial settlement of the programme concerned, therefore until 3 years after the closure of the Interreg Europe Programme. As the European Commission has the option of extending the obligatory retention period for

financial documents within that period, the option of extending this period must form part of this Agreement. To avoid doubt, and to accommodate any potential extensions, this agreement stipulates retention of documents until 31st Dec 2033.

In addition, all supporting documents have to be available for a two year period from 31 December 2021 (at the earliest) following the submission to the European Commission of the programme's annual accounts in which the expenditure of the last progress report is included. The joint secretariat will provide the information on the concrete period with the closure notification letter.

Each Partner is directly accountable for the proper implementation of its portion of the Project and for properly performing and complying with its duties and obligations as set out in this Agreement and annexes.

The Partners are aware that the conditions under which the grant will be awarded will allow little scope for altering or adjusting the Project. The Partners will make every reasonable effort to comply with the request of any Partner to alter or adjust the Project, but they are not obligated to implement the alteration or adjustment requested.

1. TERMS AND DEFINITIONS

1.1 In this Agreement, the following terms will have the meanings assigned to them below:

1.1.1 **Anti Bribery Law:** means all Applicable Law, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act;

1.1.2 **Applicable Law:** means the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the obligations under this Agreement including Anti Bribery Law and Health and Safety Law;

1.1.3 **Bribery Act:** means the Bribery Act 2010;

1.1.4 **Data:** means any information of whatever nature that, by whatever means, is provided to a Data Processor by a Data Controller, is accessed by a Data Processor on the authority of a Data Controller or is otherwise received by a Data Processor on a Data Controller's behalf, for the purposes of the Processing specified in clause 12, and will include Confidential Information and any Personal Data;

1.1.5 **Data Controller:** has the meaning given in the DPA;

1.1.6 **Data Processor:** has the meaning given in the DPA;

1.1.7 **DPA:** means the Data Protection Act 1998 and any subordinate legislation made under it from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

1.1.8 **Data Subject:** has the meaning given in the DPA;

1.1.9 **EIR:** means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

1.1.10 **FOIA:** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government departments in relation to such legislation;

1.1.11 **Personal Data:** has the meaning given in the DPA;

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- 1.1.12 **Processing:** has the meaning given in the DPA;
- 1.1.13 **Lead Partner:** the organisation responsible for the entire Project and to whom the Subsidy Contract with confirmation of Community aid is addressed. The Lead Partner is accountable directly to the Managing Authority with respect to the proper implementation of the Project. The Lead Partner organises the Project activities and meetings and is responsible for overall management. These activities can be contracted out to an external organisation.
- 1.1.14 **Partners:** the parties to this Agreement listed above which are the organisations responsible for the regional activities carried out within the context of the Project, and for coordination of these activities. They see to it that the Project is carried out in accordance with the final application form approved by the Managing Authority, the Subsidy Contract and this Agreement. The Lead Partner is also a Partner.
- 1.1.15 **Managing Authority:** the committee consisting of representatives of national and regional authorities responsible for jointly selecting projects within the Interreg Europe Programme and providing coordinated supervision of Interreg Europe Programme implementation.
- 1.1.16 **Joint Secretariat:** the Managing Authority's secretariat, which is located in Lille (FR). The Joint Secretariat is responsible for the everyday running of the Interreg Europe Programme.
- 1.1.17 **Subsidy Contract:** the contract awarding the Project grant and setting out the associated conditions. The Contract is issued by the Interreg Europe Programme Managing Authority, and is addressed to the Lead Partner. The Lead Partner signs this contract on behalf of all the Partners, thereby accepting the conditions under which the grant is being awarded. In doing so, it binds all the Partners to the contents of the Subsidy Contract.
- 1.1.18 **Project Application:** the project application, including action plan, schedule, itemised budget and communication plan, as specified in the final grant application form sent to the Managing Authority. The project application also sets out the key aims for the entire Project period.
- 1.1.19 **Project End:** means 31st December 2021 being where the last Project Progress Report and the final report must be submitted.
- 1.1.20 **Project Financial End:** means 31st December 2021 being where project activities must be completed and costs paid. Final payment of grant will be after this date and subject to approval by Joint Secretariat.
- 1.1.21 **Project Progress Report:** a report which the Lead Partner submits to the Joint Secretariat once every six months accounting for the progress of the Project in relation to the Project Proposal. The Project Progress Report must be accompanied by a Payment Claim audited and approved by the First Level Controller as outlined in the application form (Annex 1, Section D1).
- 1.1.22 **Payment Claim:** list of actual costs incurred within the period covered by the Project Progress Report, accompanied by invoices, accounting statements and other relevant documents to provide evidence that the costs have in fact been incurred.
- 1.1.23 **Management Costs:** are the management costs incurred by the Lead Partner as outlined in Project Application that the Lead Partner will claim from the Managing Authority.
- 1.1.24 **Project Director:** the person whom the Lead Partner has appointed to be responsible for proper implementation of the Project. The Project Director is a member of the Lead Partner's organisation and is responsible for the operational implementation of the Project.
- 1.1.25 **Financial Manager:** the manager appointed by the Lead Partner to coordinate and take responsibility for the proper financial management of the Project.

- 1.1.26 **Project Manager:** the Project Manager appointed by each Partner to coordinate and take responsibility for the proper implementation of its portion of the Project.
- 1.1.27 **Intellectual Property:** means all patents, registered designs, trademarks and service marks (whether registered or not), copyright, database rights, plant breeders rights, design right, know-how, information and all similar property including that subsisting (in any part of the world) in inventions, designs, performances, computer programs, semiconductor topographies, confidential information, business names, goodwill and the styles of presentation of goods or services and in applications for protection of them in any jurisdiction.
- 1.1.28 **Foreground IP:** means all (or any part) of the Intellectual Property written, originated, conceived or made in the conduct of the Project by or on behalf of one or more of the Partners.
- 1.1.29 **Background IP:** means
- 1.1.29.1 any IP owned by a Partner at the start of the Project; and
- 1.1.29.2 any specific IP necessary to the Project which the owning Partner agrees in writing to make available.
- 1.1.30 To oversee the correct implementation of the Project, the following committees will be established:
- 1.1.30.1 **Steering Committee:** the decision-making body within the partnership, whose members will be the persons authorised by each Partner to take decisions. Each Partner will appoint one such person and the Steering Committee will be chaired by the Project Director who will attend in addition to the Lead Partner's Project Manager. Any proposed alterations or adjustments to the Project must be submitted in advance to the Steering Committee for its approval. The Steering Committee will supervise the progress of the Project and all Partners are obligated to provide the fullest information possible at the Steering Committee's first request. The Steering Committee will meet at 6 monthly intervals per annum and further at the request of the chair, the Partners or on its own initiative. The Project Director will attend its meetings.
- 1.1.30.2 **Local Stakeholder Group:** a group of key stakeholders set up by each Partner for the local implementation of the Project at a city or regional level.
2. **SCOPE AND VALIDITY OF AGREEMENT**
- 2.1 The conditions set out in this Agreement will apply to all actions taken by the Partners within the context of implementing the Project. These conditions will also be deemed to form part of any further agreements to be concluded with respect to this Project.
- 2.2 Deviations from these conditions will only apply insofar as they have been agreed between all the Partners in writing.
- 2.3 Other conditions and/or standing rules, regardless of their nature or form, will not apply to the legal relationship between the Partners, unless and insofar as they have been included in an Annex to this Agreement.
- 2.4 By signing this Agreement, the Partners will be deemed to accept these conditions.
- 2.5 If any conditions set out in this Agreement must be regarded as null and void, invalid or as voidable in a specific case under the Lead Partner's national law or European legislation, such conditions will be deemed to have been modified in such a way in that specific case that their nullity, invalidity or voidableness can no longer be invoked.

- 2.6 This Agreement and any actual or juristic act to be performed under the terms of this agreement will be subject to the law of England, without prejudice to the Partners' obligation to comply with their obligations under the law of the European Community and their own national law.
- 2.7 The Partners will be deemed to be familiar with the obligations arising from European and their own national law and will not be permitted to invoke a lack of knowledge against the other Partners.
- 2.8 Subject of this agreement is the organisation of a partnership in order to implement the project PGI02122, Urban M - Urban Manufacturing Stimulating Innovation Through Collaborative Maker Spaces project as indicated in the annexes. The annexes comprise:
- 2.8.1 the latest version of the application form approved by the programme (Annex I)
- 2.8.2 the subsidy contract between the managing authority and the lead partner (Annex II),
- 2.8.3 the claim schedule (Annex III),
- 2.9 The annexes attached to this Agreement will be deemed to be an integral part of the agreement. Each annex will be drawn up in 9 duplicate copies. The annexes will be numbered consecutively in the order in which they are published. Each Partner will receive a copy of the annex so drawn up.
- 2.10 The Subsidy Contract will be attached to the agreement as Annex II, along with the Project's approved final application form (Annex I); these documents will form part of this Agreement. All the Partners will be deemed to be familiar with the contents of the Subsidy contract and the Project's approved final application form and to understand and accept these contents. The Partners will provide all necessary reasonable assistance to support the Lead Partner's compliance with its obligations under the Subsidy Contract.
- 2.11 If this Agreement and annexes are translated, the English version, as signed by the Partners, will be regarded as the applicable version.
- 2.12 Should agreements be concluded with third parties or investments be made with respect to the Project implementation, all the relevant provisions under European law, including – but not restricted to – the provisions set out in Articles 30, 32 and 59 of the EC Treaty, in the EC Regulations concerning public procurement and procurement in the utility sectors, and in EC legislation on the environment, must be complied with as amended from time to time. Each of the Partners will guarantee that in its portion of the Project it will correctly comply with the provisions set out under European law and all applicable local law.
- 3. TERM OF THE AGREEMENT**
- 3.1 The agreement will enter into force on the date on which it is signed. It will remain in force until complete fulfilment of the lead partner and partners' obligations under this project partnership agreement and the subsidy contract. In particular, all relevant provisions necessary for the fulfilment of the archiving and audit obligations defined in article 5 of this agreement shall remain in force until the end of the period referred to in article 140 of Regulation (EU) No 1303/2013. However, the confidential obligation as stated in Article 18 of this Agreement shall enter retroactively into force as from the date of the first Project proposal discussions, being 1st January 2016. This Partnership Agreement or the participation of one or more Partners to it may be terminated in accordance with Article 20 hereunder.
- 3.2 If the Agreement enters into effect before the date which the Managing Authority selected as the starting date for qualifying expenditure as eligible, any costs incurred by the Partners prior to this date will be regarded as non-eligible and will be paid by the Partner that incurred these costs, unless the Partners agree otherwise in writing prior to such costs being incurred.

- 3.3 After the Joint Secretariat have approved the final Project Progress Report and the final Payment Claim, the Agreement will terminate on the date on which each of the Partners has collected its share of the final transfer of funds intended to settle up the grant awarded within the context of the Project.
- 3.4 The Agreement will terminate at the end of the period agreed, unless the Partners agree in writing to renew the Agreement.
- 3.5 The Agreement can be terminated prematurely by means of a decision taken by the Steering Committee which also makes arrangements regarding the consequences of such premature termination. Any such decision must have the prior consent of the Joint Secretariat.
- 3.6 The obligations related to retaining documents and any liability which arises from improperly implementing or omitting to implement the Project will persist even after the Agreement has ended.

4. **AMENDING THE AGREEMENT**

- 4.1 If it becomes clear while implementing the Project that the actual circumstances impede proper implementation, the Partners, acting jointly or individually, will inform the Steering Committee in good time about the problems which have arisen and, if possible, make suggestions for amending the Agreement and/or annexes which form part of the Agreement. Within the context of this Agreement, amendment will also be taken to mean adjustment, supplement or restriction.
- 4.2 The Steering Committee will discuss the problems referred to in Article 4.1 and investigate possible solutions within the Agreement before suggesting any solutions which make it necessary to amend the Agreement and/or the accompanying annexes.
- 4.3 The Steering Committee will decide which of the solutions is to be implemented. If its decision involves an amendment to the Agreement and/or the accompanying annexes which requires it to consult the Joint Secretariat, or to have the approval of the Joint Secretariat, the Steering Committee must first engage in the required consultations and/or obtain the required approval.
- 4.4 Any decisions relating to Article 5 and 8 of the Subsidy Contract will be subject to the sole approval of the Lead Partner.
- 4.5 This agreement shall only be amended in writing by means of an amendment to that effect signed by all Partners involved.
- 4.6 Modifications to the project (e.g. concerning activities, time schedule or budget) that have been approved by the programme authorities, in compliance with the procedure set in the programme manual, can be carried out without amending the present agreement.
- 4.7 If one of the Partners withdraws from the partnership, the Lead Partner and the Partners shall endeavour to cover the contribution of the withdrawing Partner, proposing to the programme authorities either to reallocate the tasks of the withdrawn Partner inside the partnership and/or to replace the withdrawn partner by one or more new Partners or the Lead Partner will approach the Joint Secretariat for a budget amendment. This does not absolve any withdrawing Partner from any liabilities as outlined in Clause 21 and the rest of this Agreement.

5. **WORKING LANGUAGE**

- 5.1 The working language for this Project is English.
- 5.2 The English version of the partnership agreement is the binding one.

- 5.3 All Partners must draw up their written documents in English before submitting them to the Lead Partner or other Partners. Any extra expense associated with having the documents translated will be paid by the Partner which has submitted the document.

6. TRANSFER OF PARTNER POSITION AND CALLING IN THIRD PARTIES

- 6.1 If the legal form of a Partner is altered while the Agreement is in effect, or if a Partner is involved in a merger or division or is succeeded by general and universal title, the new entity will be deemed to have assumed the position of the original Partner. If it becomes apparent that not all the obligations under this Agreement have been lawfully assumed and performed by the new entity, neither the old entity nor the new one may derive any rights from this Agreement.
- 6.2 In the situation referred to in Article 6.1, the Partner concerned will immediately inform the other Partners in writing, taking care to adequately describe the consequences – including any change in its representative authority – and to report its new name and address details where applicable.
- 6.3 Subject to Article 6.1, the Partners will not be entitled to transfer their rights and obligations under the Agreement (the “Partner Position”) to another Partner within the context of the Project without the written consent of all other Partners and the Joint Secretariat. After transferring its Partner Position, the original Partner will remain jointly and severally liable with the new Partner for the proper implementation of the Project.
- 6.4 The Partners will be entitled to call in third parties to assist in implementing the Project, without prejudice to their responsibilities and liability under this Agreement.
- 6.5 In case of cooperation with third parties including suppliers of good/services, the project partner concerned shall remain solely responsible to the lead partner concerning compliance with its obligations as set out in this project partnership agreement.
- 6.6 Outsourcing to consultants or to suppliers of goods/service shall be undertaken in accordance with procedures set out in the public procurement rules applicable to the contracting partner and in compliance with the EU directives on public procurement.
- 6.7 The Lead Partner shall be informed by the Partner about the subject and party of any contract concluded with a third party.

7. DECISION-MAKING UNDER THE AGREEMENT

- 7.1 It will be necessary within the context of Project implementation to take decisions concerning the general progress of the Project as well as the progress of the Project at the city and regional level.
- 7.2 Unless the Project Proposal indicates otherwise, the Steering Committee will determine which decisions it reserves for itself and which decisions will be taken by the Local Stakeholder Group. It will document this in the minutes of its meetings.
- 7.3 Meetings of the Steering Committee will be held at a location to be selected by the Lead Partner.
- 7.4 The persons who belong to the Steering Committee will receive a convening notice for a meeting no later than four weeks prior to the date of the meeting, unless an urgent matter has made it necessary to convene a meeting without delay, in which case a shorter period may apply. This period may not, however, be so short that the said members are not given a reasonable time to attend the meeting.
- 7.5 A substitute may take the place of the person designated as the Partner’s representative on the Steering Committee, provided that the substitute has the same representative authority.

- 7.6 The agenda for a meeting of the Steering Committee will be set by the Lead Partner, with the remaining Partners being entitled to propose additional agenda items up to a week before the meeting. In the case of urgent meetings, the Partners will be entitled to propose additional agenda items during the meeting.
- 7.7 If a Partner is represented at a meeting, it is entitled to cast one vote. The Steering Committee will take decisions on a two thirds majority vote in favour of the decision. This is subject to clause 4.4. Partners that are not represented at the meeting will be entitled to cast their vote in writing prior to the meeting by sending their statement to the Lead Partner.
- 7.8 The minutes of meetings of the Steering Committee will be sent to each Partner and will be regarded as having been approved if, within two weeks of the minutes being sent, none of the Partners notifies the Lead Partner in writing that it has not approved the minutes. If the minutes are not approved, a note will be made of the item for which approval has been withheld along with the name of the relevant Partner, and the remaining minutes will be deemed to have been approved. The approved minutes may be attached to the Agreement as an annex, but they are equally binding on the Partners even if they are not.
- 7.9 The Lead Partner may ask the Joint Secretariat to advise it or mediate on its behalf at any time, either on its own initiative or at the request of one of the Partners.
- 7.10 During implementation of the Project the Lead Partner may ask for the Partners' opinion on various topics. To avoid miscommunication and delay in the process, where Partners have not responded within the reasonable time given by the Lead Partner they are deemed to have accepted the decision of the Lead Partner. The Lead Partner – in return – will need to refer to this rule in each request for information/approval to the Partners.
- 8. PARTNERS' GENERAL OBLIGATIONS**
- 8.1 All Partners will be deemed to be familiar with the statutory rules under European law, national statutory regulations, orders, decrees and rulings, permits and exemptions which are relevant for the performance of this Agreement, specifically with respect to their own portion of the Project. The implications associated with compliance with these rules, regulations, permits and exemptions will be at the expense and risk of the Partner whose portion of the Project is affected.
- 8.2 The Partners will comply with all regulations and other rules referred to in Article 8.1 in their performance of this Agreement. If for any reason whatsoever a Partner has not obtained the permits or exemptions or has not completed any other formalities required for the Project in good time or at all, or if it has not followed the prescribed procurement rules in good time or at all, that Partner will be deemed to have failed in its part of the Project under the terms of this Agreement.
- 8.3 The Partners will cooperate on the agreed procedures and will provide the information required to perform the Project in accordance with the Agreement properly and as quickly as possible at another Partner's reasonable request. The Partners will act prudently towards one another and refrain from harming one another's interests unnecessarily, either within or outside the context of this Agreement. Partners will cooperate, perform and fulfil its obligations under this Project Partnership Agreement as reasonably required and in a manner of good faith. Each Partner shall use reasonable measures to ensure the accuracy of any information or material it supplies to the other Partners.
- 8.4 The Partners must notify the Lead Partner by both email (to the email address given by details of the Lead Partner at the start of this Agreement) and registered post within two weeks of any change in their address, name or representative. The Lead Partner will immediately pass on these changes in writing to the remaining Partners. Changes which are not notified in writing in the prescribed manner cannot be invoked against the other Partners.

9. LEAD PARTNER'S OBLIGATIONS

- 9.1 The duties and obligations of the Lead Partner as set out in this Agreement and the accompanying annexes (for example the Project's approved final application form) include the following:
- 9.1.1 comply with all obligations deriving from article 13 (2) of Regulation (EU) No 1299/2013, the subsidy contract and the programme manual, and inter alia, ensure the transfer of the subsidy to the project partners as quickly as possible and in full.
- 9.1.2 inform the partners on a regular basis about any relevant communication between the lead partner and the Joint Secretariat.
- 9.1.3 before submitting a request for change to the joint secretariat, the lead partner shall obtain the approval of its partners on the changes proposed. The lead partner may set a deadline to the partners for this approval so that beyond this deadline the proposed changes are considered as approved by the partners.
- 9.1.4 to nominate the Project Director, who has general operational responsibility for implementing the Project, and to appoint the Project Manager, Financial Manager, Policy Researcher, Support Officer and Communications Manager;
- 9.1.5 to start up the Project in accordance with the Project Application and Subsidy Contract;
- 9.1.6 to implement the Project as a whole while keeping to the schedule referred to in the Project Application, and to perform the obligations arising from the grant awarded under the Interreg Europe Programme;
- 9.1.7 to implement and coordinate the publicity and public information initiatives described in the Communication Action Plan as outlined in the Application Form (Annex I);
- 9.1.8 to take receipt of the grant money paid out under the Interreg Europe Programme and to distribute the share of the aforementioned grant money accruing to each Partner by virtue of this Agreement;
- 9.1.9 to manage and if necessary verify the way grant money provided under the Interreg Europe Programme has been spent;
- 9.1.10 to draft and submit periodic progress reports and a final report, to update budget-related documents, requests for payment and financial reports and to apply to the Joint Secretariat specifically to adjust the size of the budget or the budget term.

10. PARTNERS' OBLIGATIONS

- 10.1 The duties and obligations of the Partners as set out in this Agreement and the accompanying annexes (The Project work packages and actions as contained in the approved final application form and as agreed and updated by the lead partner) also include the following:
- 10.1.1 To be eligible as Partner under Interreg Europe, the partner has to be a legal entity.
- 10.1.2 All Partners will do everything in their power to implement the project as defined in the present agreement and in line with the latest approved version of the Application Form.
- 10.1.3 All Partners shall comply with the provisions of the Subsidy Contract, the programme manual, the Cooperation Programme and the latest approved version of the Application Form.

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- 10.1.4 All partners shall comply with the statutory rules under European law, national statutory regulations, orders, decrees and rulings, permits and exemptions which are relevant for the performance of the present agreement, specifically with respect to their own portion of the Project.
- 10.1.5 To nominate a Project Manager, Financial Manager, Policy Expert and Support Officer for the parts of the project for which it is responsible and give the Lead Partner the authority to represent the Partner in the project;
- 10.1.6 To provide the Lead Partner with all the information, in the prescribed form, necessary to draw up the mandatory reports including audited costs for the project as well as all other reports on activities, requests for payment and other documents or information requested by the Joint Secretariat. The information so requested will be provided to the Lead Partner on time and complete;
- 10.1.7 All exchanges of information with the programme authorities shall follow the programme requirements.
- 10.1.8 To make the Partner contributions available as foreseen in the latest approved version of the application form and this Partnership Agreement;
- 10.1.9 To actively encourage the involvement of the stakeholder groups in their regions, organise local partnerships in their region including the setting up and running of a Local Stakeholder Group, their participation in the project, and their cooperation with respect to disseminating the project results;
- 10.1.10 To react promptly to any request of the Lead Partner, of programme authorities and bodies involved in the programme implementation, in particular for what concerns requests related to the coordination, implementation and evaluation of the project;
- 10.1.11 To notify immediately the Lead Partner of any event that could lead to a temporary or final discontinuation or any other deviation of the project, as well as any change related to the name of the organisation, its contact details, legal status or any other change concerning the partner's legal entity which may have an impact on the project or on their eligibility to the programme.
- 10.1.12 To comply with the planned budget by budget line, spending plan by partner, allocation of tasks and objectives, outputs and results by partner as indicated in the Application Form (Annex I) as amended from time to time and to notify the lead partner without delay of any event that may lead to a deviation.
- 10.1.13 to make co-financing available as reported in the Project Proposal for that portion of the project for which they are responsible and for joint activities;
- 10.1.14 to appoint a First Level Controller and to deliver to the Lead Partner before 1st July 2017, the Approbation Certificate of the First Level Controller appointed for the Project.
- 10.1.15 to comply with all necessary requirements under 'First Level Controls' of project expenditure as applicable (centralised or decentralised as applicable) for the Partner's member state.
- 10.2 Each Partner acknowledges that the Lead Partner will rely upon the Partners to meet each of their obligations under this Agreement and in addition certain failures by the Partners to meet their obligations under this Agreement will cause the Lead Partner to fail to meet its obligations under the Subsidy Contract. Accordingly, to the extent a Partner's failure to meet its obligations under this Agreement has caused the Lead Partner to breach the Subsidy Contract, that Partner will be liable to the Lead Partner for the Lead Partner's breach of the Subsidy Contract.
11. **PUBLICITY**

- 11.1 The Partners will provide the Lead Partner with copies of all documents and newspaper cuttings promoting the Project at regional level.

12. FINANCIAL MANAGEMENT AND BUDGET ADJUSTMENTS

- 12.1 The Lead Partner will be responsible for drafting and routing payment claims, and for drafting and routing requests to adjust budgets.
- 12.2 In accordance with the Interreg Europe Programme rules, Partner requests to adjust budgets must be submitted to the Lead Partner, who will collect the requests before taking further action. This is as outlined in the Subsidy Contract Article 5 and 8.
- 12.3 The Project budget which has been approved by the Managing Authority will be decisive for the total eligible expenditure as well as for the various expenditure categories.
- 12.4 Upon receipt of a payment from the Managing Authority, the Lead Partner will endeavour to route payments made by the Interreg Europe Programme to the other Partners on the basis of the actual costs, after submission of sufficient documentary evidence for the expenditure within 30 days. If the Commission's payment is at odds with the actual costs, payment will be in proportion to the region's share in the overall Project.
- 12.5 The Lead Partner will be responsible for the general overall Project administration, as distinct from the separate accounts kept by each separate Partner on that portion of the Project for which the Partner is responsible. The Lead Partner will claim from the Managing Authority for the Management Costs.
- 12.6 The Lead Partner's financial policy and policy on administrative monitoring and reporting (and the instructions and requests which it issues to the remaining Partners in this connection) will be based on the rules and regulations relating to the Project in general which are stipulated in the Interreg Europe Programme.
- 12.7 The Lead Partner will where necessary seek to obtain clarification and/or assistance with respect to the rules and regulations referred to above and the interpretation thereof. Such an effort will serve to avoid differences in opinion between the Lead Partner and the Managing Authority, which could cause the Managing Authority to cancel or reclaim grants awarded to one or more Partners.
- 12.8 The Lead Partner will not be responsible and/or liable vis-à-vis the other Partners for any negative repercussions should the Managing Authority disagree with the Lead Partner's interpretation and/or approach to the relevant rules and regulations.
- 12.9 The Partners will notify the Lead Partner of any requests to change any aspect of the Project including, but not limited to an end date or budget and costing in good time for the Lead Partner to submit such a request as may be required under the Subsidy Contract and subject to clause 4.4.

13. PROJECT RECORDS

- 13.1 In accordance with the rules issued by the Interreg Europe Programme and the rules governing eligible expenditure and the instructions issued by the Lead Partner, the Partners will maintain separate accounts for the Project.
- 13.2 The accounts will record all Project-related costs (expenditure) and earnings (income) in euros and in the Partner's own currency.
- 13.3 Financial accounts and/or other documents, including copies of all substantiating documents, will be promptly submitted to the Lead Partner – or an organisation appointed by the Lead Partner – according

- to the schedule set by the Lead Partner and with due observance of the instructions issued by the Lead Partner.
- 13.4 The Partners will be obligated to have their Project records audited by an external auditor according to a schedule set by the Lead Partner.
- 13.5 The European Commission, the European Anti-Fraud Office, the European Court of Auditors and, within their responsibility, the relevant bodies of the participating EU Member States [and the Kingdom of Norway] or other programme authorities are entitled to audit the proper use of funds by the project partners or arrange for such an audit to be carried out by authorised persons.
- 13.6 Each project partners will produce all documents required for the audit, provide necessary information and give access to their business premises.
- 13.7 In accordance with Regulation (EU) 1303/2013 Articles 56 and 57 each project partner undertakes to provide independent experts or bodies carrying out any project evaluation with any document or information necessary to assist the evaluation.
- 13.8 Each project partner will archive documents related to the project implementation for the period required by and in compliance with Regulation (EU) No 1303/2013 Article 140. The lead partner will inform the project partners of the start date of the period referred to in paragraph 1 of Article 140 of Regulation (EU) no 1303/2013 in due time. This period might be interrupted in duly justified cases and will resume after any such interruption. Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected.
- 13.9 In accordance with Regulation (EU) No 1303/2013, Article 140 (the archiving of the documents) each project partner must ensure that all documents are kept either:
- 13.9.1 in their original form;
- 13.9.2 as certified true copies of the originals;
- 13.9.3 on commonly accepted data carriers including electronic versions of original documents
- 13.9.4 or documents existing as electronic version only.
- Notwithstanding the foregoing, the archiving formats have to comply with national legal requirements.
- 13.10 Each individual Partner will guarantee the reliability of its accounts and substantiating documents and all financial reports and documents drawn up by the Partner. The Lead Partner will be entitled at all times to request further information and documents.
- 13.11 If the Lead Partner considers that a Partner has not turned in the documents required, or if it has failed to comply with the programme rules governing the eligibility of expenditure, or to comply with them properly or in good time, the Lead Partner will ask the Partner to re-draft the financial documents and re-submit them within the timeframe indicated by the Lead Partner as outlined in the Application Form (Annex I).
- 13.12 The Partners will provide evidence and assistance as required by the Lead Partner to meet its requirements under Article 9 of the Subsidy Contract to ensure verification and confirmation in accordance with their Member State control requirements as indicated in the Programme implementation guidelines.

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- 13.13 In the event that a Partner repeatedly fails to perform the obligations referred to in this Article 13, the Lead Partner will be entitled to refuse to consider the request for payment submitted by the Partner. In such a case, the Lead Partner will be obligated to inform the relevant Partner as quickly as possible in writing of its refusal to consider the request for payment and to present its reasons for doing so.
- 13.14 The requirements as indicated in clauses 13.12 and 13.13 also apply to any Partner which leaves the partnership before the end of the Project.
14. **RETAINING AND MAKING DOCUMENTS AVAILABLE**
- 14.1 Each Partner will be obligated to retain the original documents needed to allow the Project to be supervised and monitored. These documents include – but are not restricted to – the documents substantiating the expenditure, more specifically the eligible expenditure. Partners must ensure that all accounting documents related to the Project are available and filed separately, even if this leads to a dual treatment of accounts.
- 14.2 The documents referred to in Article 14.1 must be made available at the request of the Joint Secretariat/ Managing Authority, the subsequent bodies of the European Commission, or of the person or organisation appointed by the latter, with the Partner being deemed to have retained the original document for itself and to have sent a copy to the Lead Partner.
- 14.3 Both the Lead Partner and each individual Partner must retain and file all administrative and other documents until at least 31st December 2033 or 3 years after the Interreg Europe Programme closure, whichever is the later. The accounting documents that should be kept for financial controls and audit purposes at least through 2033 are:
- 14.3.1 approved application form;
 - 14.3.2 Subsidy Contract, Partnership Agreement;
 - 14.3.3 relevant project correspondence (financial and contractual);
 - 14.3.4 progress reports;
 - 14.3.5 details on budget by Partner, list of declared expenditure by Partner;
 - 14.3.6 partners controllers' confirmations (and checklists/control reports);
 - 14.3.7 bank account statements proving the reception and the transfer of EU funds;
 - 14.3.8 invoices;
 - 14.3.9 bank account statements / proof of payment for each invoice;
 - 14.3.10 method used by all partners outside the EURO-zone for converting national currency into EUR/€;
 - 14.3.11 staff costs: calculation of hourly rates, information on actual annual working hours, labour contracts, payroll documents and time records of personnel working for the project;
 - 14.3.12 list of subcontracts and copies of all contracts with external experts and/or service providers;
 - 14.3.13 calculation of administrative costs, proof and records of costs included in overheads;
 - 14.3.14 documents relating to public procurement, information and publicity;

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- 14.3.15 public procurement notes, terms of reference, offers/quotes, order forms, contracts;
- 14.3.16 proof of delivery of services and goods: studies, brochures, newsletters, minutes of meetings, translated letters, participant lists, travel tickets, etc.);
- 14.3.17 record of assets, physical availability of equipment purchased in the context of the Project.
- 14.4 The Lead Partner will be entitled to obligate the other Partners to retain documents longer than the period referred to in Article 14.3. In order to do so, the Lead Partner must, within the period referred to in Article 14.3, order the Partners in writing to retain and file the documents for a longer period to be specified.
- 14.5 If national rules governing the retention of financial documents prescribe a longer period of time, the Partners must retain the documents for the period stipulated by their national law.
- 14.6 No Partner may invoke non-retention of the relevant documents against the other Partners, even after the period referred to in Article 14.3 has expired. The present Article is not intended to alter the Partners' position with respect to the burden of proof and each individual partner destroys documents at its own risk.
- 15. SUBMITTING COST ITEMISATIONS AND PAYMENT**
- 15.1 In order to receive grant monies, the Partners must submit audited cost itemisations to the Lead Partner on time and in the specified manner as directed by the Lead Partner no later than 6 weeks after the end of each 6 month semester from the project start date. This is outlined in the Project Application (Annex I).
- 15.2 Upon concluding this Agreement, each Partner must indicate whether and to what extent value added tax (VAT) can be reclaimed by its organisation. This point must be taken into account when the Partner draws up its cost itemisations.
- 15.3 Inaccuracies in the cost itemisations referred to in Article 15.2 will be at the expense and risk of the Partner which drew up the cost itemisation, with the proviso that its entitlement to a share of the VAT will lapse if it should transpire that VAT can be reclaimed after the Partner had indicated in the cost itemisation referred to in Article 15.2 that it could not be reclaimed, or if the Interreg Europe Programme refuses to pay the relevant share of the VAT.
- 15.4 All Partners must submit their cost itemisations in euros. In the event that the costs have not been incurred in euros, the costs must be converted into euros on the cost itemisations at the average exchange rate as quoted on the European Commission website in the month in which the relevant costs were actually paid and defrayed. If major fluctuations in exchange rates during the course of the Project result in the relevant Partner exceeding the budget made available to it within the Project and the Managing Authority does not wish to pay out the entire cost itemisation for this reason, the Lead Partner will not be obliged to pay out a larger sum to the Partner than that approved by the Managing Authority.
- 15.5 The Partner's claim will only be payable if and to the extent that the Lead Partner has received the relevant amount in its own account and it has been confirmed that the Partner is entitled to payment on the basis of this Agreement.
- 15.6 If the Partner fails to perform its obligations or to perform them on time, the Lead Partner will be entitled to suspend the payment obligations without the relevant Partner having any right to claim damages, interest or costs. The Lead Partner will inform the Partner in writing, stating its reasons, that the Lead Partner is invoking its right to suspend payment. As soon as the reason for invoking the right to suspend payment has ceased to apply, payment will be made.

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- 15.7 If the Partner's claim becomes payable in accordance with the provisions set out in Article 15.5 and the Lead Partner has not invoked its right to suspend payment as set out in Article 15.6, the Lead Partner will proceed to pay out the amount accruing to the Partner and endeavour to pay within 30 days upon receipt of the payment from the Managing Authority. Before the Partner becomes entitled to have interest and extra-judicial costs compensated, the Partner must have first sent the Lead Partner a registered letter placing it in default and giving the Lead Partner a reasonable period of time to meet its payment obligations.
- 15.8 The Partners may never invoke set-off against the Lead Partner, not even with respect to any obligations to repay monies which have already been received by the Partners.
- 15.9 The eligibility of expenditure will be determined based on Commission Regulations and national laws. To be eligible all costs must: relate to the purpose of the action, be part of the approved Application Form, be incurred within the dates specified in the Subsidy Contract, be reasonable, justified, consistent with the usual internal rules of the partner, be supported by receipts, invoices or accounting documents of equivalent probative value, respect public procurement rules.
- 15.10 Each Partner can only report eligible expenditure. In order to be deemed eligible, the reported expenditure of each project partner shall:
- 15.10.1 relate to activities and costs which are carried out, incurred, and paid from the date of the Project start date as outline in the Subsidy Contract to the Project End as indicated in the application form;
- 15.10.2 relate to activities set out in the application form which are necessary for carrying out the project and achieving the project's objectives, outputs and results, and are included in the budget of the application form;
- 15.10.3 be reasonable, justified, and comply with the applicable EU and programme rules. In the absence of rules set at EU or programme level or in areas that are not precisely regulated national or institutional rules in accordance with the principles of sound financial management apply;
- 15.10.4 be incurred and paid out by the project partner and be substantiated by proper evidence allowing identification and checking;
- 15.10.5 be identifiable, verifiable, plausible, determined in accordance with the relevant accounting principles, and recorded in a separate accounting system or with an adequate accounting code;
- 15.10.6 be verified by a first level controller in accordance with Regulation (EU) no 1303/2013, Article 125(4).
- 15.10.7 In case a Partner does not comply with the eligibility rules, the Lead Partner and/or the programme authorities may impose corrective measure which have to be implemented by the concerned partner. Those corrective measures can lead to the exclusion of any ineligible expenditure and to the request for repayment of all or part of the concerned subsidy.
16. **PREPARATION COSTS AND ADVANCE PAYMENTS**
- 16.1 The financing of joint activities are governed by the contracting-partner-only principle. The Lead Partner is the only one that budgets, contracts, actually pays, ensures verification and reports 100% of the cost item of joint benefit and receives the related ERDF. The arrangements for sharing costs between partners are defined between the involved Partners.
- 16.2 The preparation costs will be reimbursed through a lump sum of 15,000€ per project and the corresponding ERDF (12,750€) will be paid to the Lead Partner. The subsidy received for the preparation

costs will be distributed among the Partners with the Lead Partner being reimbursed first for its costs and the remainder being distributed equitably between the Partners.

17. PUBLIC INFORMATION AND COMMUNICATION OF THE PROJECT RESULTS

17.1 Each Partner will implement a communication and dissemination plan that ensures adequate promotion of the project and its results towards potential target groups, project stakeholders and the general public in compliance with the Annex XII (2.2) of Regulation (EU) No 1303/2013, the Subsidy Contract (Article 12) and the programme manual.

17.2 Unless differently required by the Managing Authority, any notice or publication in relation to the project, made in any form and by any means, including the Internet, must state that it only reflects the author's views and that the programme authorities are not liable for any use that may be made of the information contained therein.

17.3 Each Partner agrees that the programme authorities shall be authorised to publish, in any form and by any means, including the Internet, the following information:

17.3.1 the name and contact details of the Lead Partner and of the Partners,

17.3.2 the project name,

17.3.3 a summary of the project activities,

17.3.4 the objectives of the project and the subsidy,

17.3.5 the project start and end date,

17.3.6 the amount of the subsidy and the total budget of the project,

17.3.7 the geographical location of the project implementation,

17.3.8 progress reports including the final report

17.4 The Partners will participate in an evaluation and publication of the Project results in accordance with the requirements of the Interreg Europe Programme.

17.5 Each of the Partners acknowledges that if they do not meet the EU requirements on information and publicity, they risk a reduction of the ERDF funding

18. CONFIDENTIALITY

18.1 Although this Project is public in nature, the Partners will agree that a portion of the information which the Partners share amongst themselves or with the Joint Secretariat within the context of Project implementation may be regarded as confidential. Only those documents and other items which are explicitly designated as "confidential" will be regarded as such.

18.2 The Partners will take steps to guarantee that all staff involved in the Project will respect the confidentiality of these data, will not disseminate these data, furnish them to third parties or use these data without the consent of the Lead Partner or the Partner that supplied these data.

18.3 The Partners will take the same steps to guarantee the confidentiality of the data that they would have taken if confidential data of their own had been involved.

18.4 The following data are not covered by this confidentiality Article 18:

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- 18.4.1 data which is disclosed without this being the result of negligence on the part of one of the Partners with respect to its obligation to observe confidentiality;
- 18.4.2 data disclosed by a Partner which can demonstrate by all authorised means that it had these data in its possession prior to the Project.
- 18.4.3 data where disclosure is expressly required in order to comply with the terms and conditions of the Main Contract or is required to be disclosed by law including the provisions of the FOIA or the EIR or equivalent.
- 18.5 This confidentiality clause will remain in effect for five years after this Agreement has expired.
19. **INTELLECTUAL PROPERTY RIGHTS**
- 19.1 All intellectual property, outputs and results (whether tangible or intangible) that derive from the Project will be the property of the Lead Partner and the Partners.
- 19.2 Notwithstanding the terms of Article 19.1, the results of the Project have to be made available to the general public free of charge by the Lead Partner and Partners. The Managing Authority and any other relevant Programme stakeholder (such as the national points of contact, the European Commission) may reserve the right to use them for information and communication actions in respect of the programme. If there are pre-existing intellectual and industrial property rights which are made available to the project, these will be fully respected provided that they are notified by the Lead Partner and Partners to the Managing Authority in writing.
- 19.3 Any income generated by the intellectual property rights must be managed in compliance with the applicable EU, national and programme rules in the fields of net revenue and state aid.
- 19.4 For the avoidance of doubt all Background IP used in connection with the Project shall remain the property of the Partner introducing it.
- 19.5 Partners will disclose to the Lead Partner promptly after its creation any Foreground IP created by or on behalf of that Partner. Each Partner will own the Foreground IP created by that Partner or on its behalf.
- 19.6 Each Partner will grant to the Partners an irrevocable, non-exclusive, sub-licensable (provided sublicensing is for the purposes of the Project) royalty-free licence to use its Foreground IP for the Project. For the avoidance of doubt, this licence will continue for the duration of the protection of the Foreground IP, to the extent applicable by law, even where a Partner is no longer a party to this Agreement.
- 19.7 Each Partner may, at its sole cost, apply for patent or other Intellectual Property protection in its own name for any of its Foreground IP. The Partners will cooperate in executing such documents as may be reasonably required in the prosecution of such application(s) subject to the Partner making such an application paying the costs of the other Partners in doing so.
- 19.8 A Partner with rights in Foreground IP will not allow to lapse its rights to apply for protection of or prosecution or maintenance of the protection of its Foreground IP without first notifying the Lead Partner in writing of its intention not to apply for protection of or prosecution or maintenance of the protection of the Foreground IP and without offering such rights to Foreground IP free of charge.
- 19.9 If the Lead Partner accepts rights to Foreground IP offered under Article 18.5, the Lead Partner may, at its sole discretion and cost, apply for patent or other IP protection in the Lead Partner name for such Foreground IP. The Partners will cooperate with the Lead Partner in executing such documents and providing such assistance as may be reasonably required in the prosecution of such application(s) and

to ensure that such application(s) will cover, to the best of the Partners' knowledge, all items of commercial interest and importance and/or relevance to the Project.

20. DELAY AND DEFAULT ON THE PART OF ONE OF THE PARTNERS

- 20.1 Every Partner will be obligated to inform the Lead Partner immediately of any event which could endanger the implementation of the Project and to provide the Lead Partner with all useful information about the same.
- 20.2 If the Lead Partner itself becomes aware of or is informed by a Partner of circumstances that could endanger the proper implementation of the Project, the Lead Partner will inform all Partners as soon as possible and the Steering Committee will meet in order to discuss the problems which have arisen and potential reasonable solutions. Where possible and necessary, the Project will be altered in accordance with the provisions set out in this agreement.
- 20.3 If the Project cannot be implemented in the manner provided for and it is not possible to alter the Project in a way that solves the problems which have arisen, the improper implementation of the Project will be regarded as a failure on the part of the Partner subject to the relevant circumstances, unless the problems were caused by another Partner failing to perform its obligations. In that case, the problems which have arisen will be regarded as a failure on the part of that other Partner.
- 20.4 In the event of a failure without fault on the part of a Partner, the Steering Committee, after consulting and obtaining the approval of the Joint Secretariat/ Managing Authority, may resolve to exclude the Partner concerned from further participation in the Project, which resolution will cause the Partner's right to receive any further grant within the context of the Project to lapse. In such an event, the remaining Partners will not be entitled to seek damages (for the excluded Partner's removal for their non-fault failure) from the Partner which has been excluded and the excluded Partner will not be entitled to seek damages from the other Partners (for the excluded Partner's removal for their non-fault failure). Grants which have already been paid may only be reclaimed if the excluded Partner has not satisfied the requirements for qualifying for grants as they apply within the context of the Project.
- 20.5 In the event that one of the Partners fails in the performance of the Agreement, the relevant partner will receive written notification from the Lead Partner warning it to perform its obligations as yet and to do so within a specified reasonable period of time, but no more than one month.
- 20.6 If the failure referred to in Article 20.5 persists after the expiry of the specified period of time, the Lead Partner or the Steering Committee, after consulting and obtaining the approval of the Joint Secretariat/ Managing Authority, may resolve to exclude the relevant Partner from the Project. The Joint Secretariat/ Managing Authority must be informed immediately of any such resolution.
- 20.7 A Partner which has been excluded owing to failure will have no further right to receive payments within the context of the Project and will be obliged to repay any monies which it has received within the context of the Project to the Lead Partner if it is unable to demonstrate on the day of exclusion that these monies were used to implement the Project in accordance with the definition of eligible expenditure such as referred to in the Interreg Europe Programme instructions and guidance notes.
- 20.8 If the failure of a Partner has implications for the Project's overall financing, the Lead Partner may reclaim the entire amount paid out to the Partner including a demand for compensation to cover the sum involved, without prejudice to the right of the Lead Partner and the other Partners to claim full damages.

21. LIABILITY AND INSURANCE

- 21.1 If implementation of the Project causes another Partner or a third party damage, the Partner whose portion of the Project has caused the damage will be liable for such loss or damage.
- 21.2 The Parties are required throughout the Project and for a certain period thereafter to effect and maintain with a reputable insurance company a policy or policies of insurance covering all matters in respect of which the Parties have an obligation under this Agreement.
- 21.3 Failure on the part of a Partner to insure itself against the statutory liability referred to above cannot be invoked against the other Partners.
- 21.4 Each Partner agrees to use reasonable endeavours not (whether by act or omission) to place the Lead Partner in breach of its obligations under the Subsidy Contract, and agrees to indemnify the Lead Partner fully in relation to all costs, damages, losses and expenses directly incurred by the Lead Partner as a consequence of any such action or omission on the part of that Partner.
- 21.5 Each Partner, including the Lead Partner, shall be liable to the other Partners and shall indemnify such other Partners for and against any liabilities, damages and costs directly resulting from the non-compliance of its duties and obligations as set out in this Agreement and Annexes.
- 21.6 The liability of any Partner to the other Partners for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to the loss of business profits, or to any indirect or consequential damages or losses. Subject to Clause 22.4 and 22.5 in any event, the liability of any Partner to the other Partners for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Project and the Results, will not exceed the totality of funding due to that Partner under this Agreement.
- 21.7 Nothing in this Agreement shall limit or exclude individual Partners liability for death or personal injury arising from the negligence of such Partner.

22. WITHHOLDING, CANCELLING AND RECLAIMING THE GRANT AWARDED FOR THE PROJECT

- 22.1 If the Managing Authority withholds any of the grant amounts specified in the Subsidy Contract attached as Annex 1 to this Agreement, or if it cancels the grant, and if such leads to full or partial reimbursement of the monies already transferred under the Interreg Europe Programme, each Partner will be obligated to reimburse (via the Lead Partner) the grants awarded under the Interreg Europe Programme to the Managing Authority by way of a final financial settlement.
- 22.2 The final financial settlement, which will be based on supporting documents relating to the final expenditure amount as approved or rejected by the Joint Secretariat/ Managing Authority, must provide an accurate account – both with respect to the overall Project and each individual Partner – of the status of the eligible expenditure approved by the Managing Authority, as well as of the share of the grant awarded under the Interreg Europe Programme which has been conferred on each Partner. The amount which each individual partner must reimburse will be determined on this basis, with the Lead Partner being indemnified and held harmless with respect to the full amount in Community funds that that Partner is obliged to reimburse, should the Managing Authority or another body reclaim these monies from the Lead Partner.
- 22.3 Should the programme authorities in accordance with the provisions of the subsidy contract demand repayment of all or part of the subsidy already transferred, each partner concerned is obliged to reimburse its share of the subsidy amount unduly received to the lead partner.

- 22.4 The Lead Partner shall, without delay, inform the concerned partner about any ERDF/Norwegian fund amount unduly paid due to an irregularity as soon as it is informed by the Managing Authority/Joint Secretariat. It shall also forward, without delay, the letter by which the managing authority has asserted the recovery order and notify each partner of the amount to be repaid. This amount is due by the deadline indicated by the lead partner in accordance with the recovery procedure described in the programme manual. In case the amount to be recovered shall be subject to interest, the interest rate will be determined in accordance with the provisions of the subsidy contract (Article 14.3) and would be applied to each concerned partner.
- 22.5 According to article 122.2 of Regulation (EU) 1303/2013 and article 27.3 of Regulation (EU) 1299/2013, if the Lead Partner does not succeed in securing repayment from other Partners or if the Managing Authority does not succeed in securing repayment from the Lead Partner after having used all reasonable endeavours in accordance with point 5.4 of the Cooperation Programme and the Procedure for the recovery of irregularities, the EU Member State or third country on whose territory the beneficiary concerned is located shall reimburse the Managing Authority any amounts unduly paid to that beneficiary. The EU Member State or third country (Norway) on whose territory the concerned beneficiary is located shall be entitled to undertake any legal action that it may deem necessary towards the concerned beneficiary in order to recover the unduly paid amount, based on national jurisdiction rules and in accordance with any agreement the EU Member State or third country (Norway) may have entered into with the beneficiary. In that case, the Lead Partner shall have the right to transfer its rights and obligations under this agreement to the EU Member State or third country (Norway) on whose territory the concerned beneficiary is located provided that the EU Member State or third country (Norway) agree to this transfer.
23. **DATA PROTECTION**
- 23.1 Each Partner will act as a Data Controller of its own Data and as a Data Processor of the other Partners' Data whilst undertaking the Project.
- 23.2 From the start date, this Agreement will apply to:
- 23.2.1 all Data sent by a Data Controller to a Data Processor for Processing;
- 23.2.2 all Data accessed by a Data Processor on the authority of a Data Controller for Processing; and
- 23.2.3 all Data otherwise received by a Data Processor for Processing on a Data Controller's behalf.
- 23.3 Each Partner will comply with the DPA in respect of Personal Data processed in relation to this Agreement and where a Partner is acting as a Data Processor for the other, that Partner undertakes to:
- 23.3.1 keep the Personal Data confidential and not to use or disclose the Personal Data other than as provided for under this Agreement save at the specific request of the Data Controller of the Personal Data or as required by any Applicable Law;
- 23.3.2 ensure that only such of its employees who may be required by the Data Processor to assist it in meeting its obligations under this Agreement will have access to the Personal Data and that such employees are aware of their responsibilities when processing Personal Data; and
- 23.3.3 have in place appropriate technical and organisational measures to safeguard against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access to Personal Data. Such measures will (taking into account the state of technological development and the cost of implementing such measures) be appropriate to the nature of the Personal Data held by the Data Processor.

- 23.4 Each Partner will comply with the DPA in respect of Project Data processed in relation to this Agreement and where a Partner is acting as a Data Processor for the other, that Partner undertakes to:
- 23.4.1 process the Data in accordance with the DPA solely for the Project and in the manner specified from time to time by a Data Controller in writing and for no other purpose or in any manner except with the express prior written consent of a Data Controller;
- 23.4.2 in a manner consistent with the DPA and with any guidance issued by the UK Information Commissioner Office, implement appropriate technical and organisational measures to safeguard the Data from unauthorised or unlawful Processing or accidental loss, destruction or damage, and that having regard to the state of technological development and the cost of implementing any measures, such measures will ensure a level of security appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage and to the nature of the Data to be protected;
- 23.4.3 ensure that the prior express written permission of a Data Controller is obtained before a Data Processor appoints any agents or subcontractors under this Agreement;
- 23.4.4 ensure that each of its employees, agents and subcontractors are made aware of its obligations under this Agreement with regard to the security and protection of the Data and will require that they enter into binding obligations with a Data Processor in order to maintain the levels of security and protection provided for in this Agreement;
- 23.4.5 not divulge the Data whether directly or indirectly to any person, firm or company or otherwise without the express prior written consent of a Data Controller except to those of its employees, agents and subcontractors who are engaged in the Processing of the Data and are subject to the binding obligations referred to in clause 12.4.4 or except as may be required by any law or regulation;
- 23.4.6 will ensure by written contract that any agent or subcontractor appointed by a Data Processor to process Data provides a Data Processor with a plan of the technical and organisational means it has adopted to prevent unauthorised or unlawful processing or accidental loss or destruction of the Data and confirms to a Data Processor the implementation of those means;
- 23.4.7 in the event of the exercise by Data Subjects of any of their rights under the DPA in relation to the Data, inform a Data Controller as soon as possible, and a Data Processor further agrees to assist a Data Controller with all data subject information requests which may be received from any Data Subject in relation to any Data;
- 23.4.8 in the event that a Data Processor receives a request for any information contained in the Data pursuant to the FOIA or EIR, not to respond to the person making such request without first complying with the obligations in clause 13 below;
- 23.4.9 not to process or transfer the Data outside of the EU unless a Data Processor has obtained express prior written authority of a Data Controller; and
- 23.4.10 allow its data processing facilities, procedures and documentation to be submitted for scrutiny by a Data Controller or its representatives in order to ascertain compliance with the terms of this Agreement.
- 23.5 Each Partner will indemnify and keep indemnified the other against all reasonable losses cost, demands and expenses suffered or incurred by it arising out of or in connection with any action or claim brought by a third party directly caused by a breach by the indemnifying Partner of the provisions of the DPA.
- 23.6 Notwithstanding any other clause in this Agreement, the Lead Partner may require Partners to sign a Data Sharing Agreement for the processing of any specific Personal Data required to be shared or processed by the University for the purposes of this Agreement. Where the Lead Partner has made a

reasonable request for a specific Data Sharing Agreement, any obligations whatsoever on the University under the terms of this Agreement will be suspended until such Data Sharing Agreement has been agreed and signed by the Partners.

24. FREEDOM OF INFORMATION

- 24.1 The Partners acknowledge the duties of the Lead Partner and other affected Partners under the FOIA and the EIR and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.
- 24.2 The Partners shall assist and cooperate with each other to enable any Partner to comply with its disclosure obligations under the FOIA and EIR. The Partners agree:
- 24.2.1 that this Agreement and any recorded information held by a Partner on another Partner's behalf for the purposes of this Agreement are subject to the obligations and commitments of the Partners under the FOIA and EIR;
- 24.2.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA and EIR is a decision solely for the Partner subject to the request;
- 24.2.3 that where a Partner receives a request for information under the FOIA or EIR, it will not respond to that request where it in whole or in part relates to data belonging to any other Data Controller unless:
- 24.2.4 it has first consulted any other relevant Data Controller and taken into account any representations received; or
- 24.2.5 where reasonable and appropriate and only with the relevant consent of the requestor has transferred the request to another Data Controller to respond.
- 24.2.6 that a Partner subject to a request, acting in accordance with the Codes of Practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the EIR, may disclose information concerning the Partners and this agreement; and
- 24.2.7 to assist a Partner subject to a request in responding to a request for information, by providing copies of all information requested by a Partner within five Business Days of that request and without charge.
- 24.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and EIR, the content of this agreement is not Confidential Information.
- 24.4 Notwithstanding any other term of this Agreement, the Partners consent to the publication of this Agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIR.
- 24.5 In preparing any copy of this Agreement for publication, a Partner may consult with the other Partners to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the publishing Partner's absolute discretion.
- 24.6 The Partners shall assist and cooperate with each other to enable this Agreement to be published if required.

- 24.7 Where any information is held by any sub-contractor in connection with this Agreement, the relevant Partner shall procure that such sub-contractor shall comply with the relevant obligations set out in this Clause 13, as if such sub-contractor were a party to this Agreement.
- 24.8 If a Partner receives a request under FOIA to disclose any information that, under this Agreement, is Confidential Information, it will immediately notify and consult with the other Partner. The other Partners will respond to the Partner within 5 working days after receiving the Partner's notice if that notice requests the other Partner to provide information to assist the Partner to determine whether or not an exemption to FOIA applies to the information requested under the FOIA.
25. **ANTI BRIBERY**
- 25.1 Each Partner shall:
- 25.1.1 comply with Anti Bribery Law;
- 25.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act if such activity, practice or conduct had been carried out in the UK;
- 25.1.3 have and will maintain in place, its own policies and procedures, including Adequate Procedures, to ensure compliance with Anti Bribery Law and this clause 14, and will enforce them where appropriate; and
- 25.1.4 procure and ensure that all of its Associated Persons comply with this clause 14.
- 25.2 If any Partner breaches this clause 14 then, without prejudice to any other rights or remedies, the other Partners may immediately terminate this Agreement on written notice to the Partner in breach.
26. **MODERN SLAVERY**
- 26.1 The Partner will comply with the Modern Slavery Act 2015 and all associated regulations. The Partner agree not to engage in any practice or conduct which would constitute an offence under the Modern Slavery Act 2015. Breach of this clause 15 will be deemed a material breach of this Agreement.
27. **DISPUTES**
- 27.1 All disputes will initially be referred by a Partner to the Lead Partner, and the representative of those Partners in dispute and the Lead Partner will meet as soon as reasonably practicable to discuss the dispute. If those representatives are unable to resolve the dispute after meeting, the Lead Partner will then inform the other Partners and may, on its own initiative or upon request of a Partner, ask the Managing Authority for advice.
- 27.2 The Partners in dispute and the Lead Partner will meet within 20 working days and attempt to resolve the dispute.
- 27.3 If any dispute arises out of this Agreement which the Partners are unable to resolve within 5 working days of their meeting pursuant to Article 22.2, the Partners will attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 27.4 To initiate a mediation a Partner must give notice in writing to the other Partners requesting a mediation (the 'ADR Notice') and send a copy of the ADR Notice to CEDR.

-
- 27.5 If there is any point in the conduct of the mediation (including nomination of the mediator) upon which the Partners cannot agree within 14 days from the date of the ADR Notice, CEDR will, at the request of a Partner, decide that point for the Partners, having consulted with them.
- 27.6 The mediation will start not later than 28 days after the date of the ADR Notice.
- 27.7 A Partner may not commence any court proceedings in relation to any dispute arising out of this Agreement until they have attempted to settle it by mediation and such attempt has been unsuccessful, provided that nothing in this Agreement will prevent a Partner seeking injunctive relief to prevent or stay a breach of any provision of this Agreement.
- 27.8 This Agreement is governed by English law and the Partners submit to the non-exclusive jurisdiction of the English courts.
- 27.9 With a view to the performance of this Agreement, the Partners irrevocably elect the address referred to in this Agreement as their registered office and the place at which any official announcements and/or notifications may lawfully be served.
28. **COUNTERPARTS**
- 28.1 This Agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each Partner had signed the same document.

.....
For the Partner No 7 – Municipality of the City of the Slovak Republic, Bratislava

Name : JUDr. Ivo Nesrovnal

Title : Mayor of Bratislava

Amount of the partner budget (partner contribution): €139,896.00 (€20,984.40)

Maximum amount of the ERDF funding to be provided to the partner: ~~€118,911.60~~

Date of signature:

Authorised signature and

.....
For the Partner No 8 - Vilnius City Municipal Government Administration, Vilnius

Name :

Title :

Amount of the partner budget (partner contribution): €126,732.00 (€19,009.80)

Maximum amount of the ERDF funding to be provided to the partner: €107,722.20

Date of signature:

Authorised signature and stamp

.....
For the Partner No 9 - Ci BSC, Business support centre Ltd., Kranj

Name :

Title :

Amount of the partner budget (partner contribution): €197,663.00 (€49,415.75)

Maximum amount of the ERDF funding to be provided to the partner: €148,247.25

Date of signature:

Authorised signature and stamp

.....

The number of copies is the same as the number of signatories to the agreement. Each Partner hereby declares to have received a copy of the agreement.

Annex I – Application Form

PART A – Project summary

A.1 Project identification

Project title

Urban Manufacturing - Stimulating Innovation Through Collaborative Maker Spaces

79 / 300 characters

Project acronym

Urban M

7 / 22 characters

Name of the lead partner organisation in English

Birmingham City University

Specific objective

1.1. Improving innovation infrastructure policies

Project duration

Phase 1

Duration

36 Months

Start date

01/03/2017

End date

29/02/2020

Phase 2

Duration

24 Months

Start date

01/03/2020

End date

28/02/2022

Total No. months

60

A.2 Project abstract

The common challenge of Urban Manufacturing is to better support and develop a particular type of innovation infrastructure: collaborative maker spaces. These spaces are characterised as places where people from different disciplines work together to produce new products and services, and have sprung up throughout cities and regions. Examples include Fab Labs, Living Labs, Open Innovation Centres and Cross-Sector Incubators. However, such facilities often struggle to maximise their impact, due to issues such as segregated ecosystems, poor governance and challenging business/financial models.

The overall objective of Urban Manufacturing is to ensure that these spaces thrive. This will be achieved through identifying good practices in Urban Manufacturing; improving the related policy instruments in partner city/regions, and monitoring the effects. The partnership has identified three specific development themes in relation to collaborative maker spaces: 1) collaborative incubation; 2) investment in collaborative R&D; 3) commercialisation of collaborative innovation. Each theme has a grouping of cities/regions, who share that interest and will work together to make improvements through an iterative process of exchange of experience, peer review and action plan writing.

The expected changes are: an increase in the amount of ESIF funding for collaborative innovation; an increase in the number of enterprises engaging with collaborative maker spaces; greater integration for innovation infrastructure; and indicators to measure the impact of policies, ensuring sustainability.

The main outputs of the project will be 24+ Good Practices; 14 Study Visits; 8 Policy Clinics; 13 Peer Review Sessions; 8 Local Stakeholder Groups; and 8 city/region Action Plans. These will be delivered alongside a comprehensive programme of dissemination.






The beneficiaries of the project will include innovation actors, policy makers, enterprises, cluster managers and Fab Labs.

1,998 / 2,000 characters

A.3 Project budget summary

Programme Funding			Partner Contributions			Total Budget	
	Amount	Funding Rate	Public Contribution	Private Contribution	Total Contribution		
ERDF	1,770,906.60	83.98 %	4.65	337,802.75	337,807.40	Total eligible to ERDF	2,108,714.00
Norway	0.00	0.00 %	0.00	0.00	0.00	Total Norway	0.00
INTERREG Europe	1,770,906.60	83.98 %	4.65	337,802.75	337,807.40	Total INTERREG Europe	2,108,714.00
						Other Funding	0.00
						Grand Total	2,108,714.00

A.4 Overview of project partners

N°	Organisation	Country	Partner Budget		
1	Birmingham City University	 UK	Programme Funding	Partner Contribution	Total
			594,928.60	104,987.40	699,916.00
2	Birmingham City Council	 UK	Programme Funding	Partner Contribution	Total
			203,886.10	35,979.90	239,866.00
3	Lisbon City Council	 PT	Programme Funding	Partner Contribution	Total
			128,151.95	22,615.05	150,767.00
4	Fomento San Sebastian, Economic Development Agency	 ES	Programme Funding	Partner Contribution	Total
			159,566.25	28,158.75	187,725.00
5	Lazio Region	 IT	Programme Funding	Partner Contribution	Total
			147,321.15	25,997.85	173,319.00

N°	Organisation	Country	Partner Budget		
6	City of Zagreb	 HR	Programme Funding	Partner Contribution	Total
			145,343.20	25,648.80	170,992.00
7	Municipality of the City of the Slovak Republic, Bratislava	 SK	Programme Funding	Partner Contribution	Total
			120,970.30	21,347.70	142,318.00
8	Vilnius City Adminsitration	 LT	Programme Funding	Partner Contribution	Total
			109,486.80	19,321.20	128,808.00
9	BSC, Business support centre Ltd., Kranj	 SI	Programme Funding	Partner Contribution	Total
			161,252.25	53,750.75	215,003.00

Lead partner confirmation

By submitting the application form the lead partner hereby confirms that:

- The information provided in this application is accurate and true to the best knowledge of the lead partner.
- The project is in line with the relevant EU and national legislation and policies of the countries involved.
- The lead partner and the project partners will act according to the provisions of the relevant national and EU regulations, especially regarding structural funds, public procurement, state aid, environment and equal opportunities, as well as the specific provisions of the programme.
- No expenditure related to the above mentioned project has been, is or will be funded by any other EU funded programme, except for partners that do not receive funding directly from the Interreg Europe programme.

Partner 7

Partner role in the project	Partner		
Name of organisation in original language	Hlavné mesto Slovenskej republiky Bratislava		
	44 / 200 characters		
Name of organisation in English	Municipality of the City of the Slovak Republic, Bratislava		
	60 / 200 characters		
Department/unit/division (if applicable)	Strategic and Project Management Department		
	44 / 200 characters		
Legal status	Public body or body governed by public law	Type of partner	Local public authority
Address	Primaciálne nám. 1, P.O.Box 192		
	31 / 200 characters		
Town	Bratislava	Postal code	81499
	10 / 200 characters		5 / 200 characters
Country	Slovakia (SLOVENSKO)		
NUTS 1 level	SLOVENSKO		
NUTS 2 level	Bratislavský kraj		
NUTS 3 level	Bratislavský kraj		
Legal representative	Ivo Nesrovnal		
	14 / 200 characters		
Contact person 1	Lubica Jean-Jean		
	17 / 200 characters		
Phone office	+421 2 59 356 506	Mobile (optional)	
	17 / 200 characters		0 / 200 characters
Email	jeanjean@bratislava.sk	Website (optional)	www.bratislava.sk
			17 / 200 characters
Contact person 2 (optional)			
	0 / 200 characters		
Phone (optional)		Email (optional)	
	0 / 200 characters		0 / 200 characters
Partner financed through the Investment for Growth and Jobs programme (article 96 (3d) of Regulation (EU) No 1303/2013)	No		

Annex II – Subsidy Contract

Contrat De Subvention

pour la mise en œuvre du projet

Subsidy Contract

for the implementation of the project

PGI02122, Urban M

dans le cadre du programme Interreg Europe

in the framework of the Interreg Europe programme

Entre

La Région Hauts-de-France, Hôtel de Région, 151, avenue du Président Hoover, 59555 LILLE Cedex, France, agissant en tant qu'autorité de gestion du programme de coopération territoriale européenne Interreg Europe (ci-après dénommée l'« autorité de gestion »)

Between the

Région Hauts-de-France, Hôtel de Région, 151, avenue du Président Hoover, 59555 LILLE Cedex, France, acting as the managing authority of the European territorial cooperation programme Interreg Europe (hereinafter referred to as "managing authority")

Et**And**

**Birmingham City University, Third Floor, University House, 15 Bartholomew Row, B5
5JUBirmingham, United Kingdom (UNITED KINGDOM)**

Agissant en tant que chef de file conformément à l'Article 13 du Règlement (UE) No 1299/2013 (ci-après dénommé « le chef de file »).

Acting as lead beneficiary as referred to in Article 13 of Regulation (EU) No 1299/2013 (hereafter referred to as "lead partner").

Ce Contrat de Subvention (ci-après le « contrat ») définit les conditions juridiquement contraignantes relatives au financement, à la mise en œuvre et à la gestion de PGI02122, Urban M. Les parties à ce contrat conviennent ce qui suit :

This subsidy contract (hereinafter referred to as the "contract") sets out the legally binding terms related to the funding, implementation and management of PGI02122, Urban M. The parties to this contract hereby agree as follows:



Définitions et abréviations

Dans le cadre de ce contrat, les mots et abréviations suivants auront les significations suivantes :

Dossier de candidature : le dossier de candidature, défini dans l'annexe 1 de ce contrat, ainsi que les modifications du dossier de candidature qui sont approuvées par les autorités du programme.

Décision d'approbation : la décision d'approbation du Comité de suivi datée 05/10/2016 et transmise par une lettre de notification telle que définie dans l'annexe 2 de ce contrat.

Budget : le budget du projet tel qu'il est défini dans le dossier de candidature.

Programme: le programme de coopération territoriale européenne Interreg Europe.

Autorités du programme : l'autorité de gestion (y compris le secrétariat conjoint), l'autorité de certification et l'autorité d'audit.

Manuel du programme : le dernier manuel du programme publié.

Partenaires du projet : les partenaires du projet nommés dans le dossier de candidature.

Projet : le projet PGI02122, Urban M tel que décrit dans le dossier de candidature.

Durée du projet: la période de déroulement du projet telle que définie par la date de début et la date de fin indiquées dans le dossier de candidature.

Subvention : le cofinancement maximal du FEDER alloué au projet tel que défini dans le dossier de candidature.

Article 1

Cadre juridique

Ce contrat est conclu sur la base des documents suivants qui constituent le cadre juridique applicable aux droits et obligations des parties, ces dernières s'engageant à respecter les dispositions applicables définies dans ce cadre :

- le règlement (UE) n° 1303/2013 du Parlement européen et du Conseil du 17 décembre 2013 fixant les dispositions communes au Fonds européen de développement régional, au Fonds social européen, au Fonds de cohésion, au Fonds européen agricole pour le développement rural et au Fonds européen pour la pêche, portant dispositions générales sur le Fonds européen de développement régional, le Fonds social européen, le Fonds de cohésion et le Fonds européen pour la pêche, et abrogeant le

Definitions and abbreviations

For the purpose of this contract, the following words and abbreviations shall have the following meanings:

Application form: the application form as set out in annex 1 of this contract together with any amendments to the application form which are approved by the programme authorities.

Approval decision: the approval decision of the monitoring committee dated 05/10/2016 communicated through a notification letter as set out in Annex 2 of this contract.

Budget the budget for the project as set out in the application form.

Programme: European territorial cooperation programme Interreg Europe.

Programme authorities: the managing authority (including the joint secretariat), the certifying authority and the audit authority.

Programme Manual: the latest published version of the programme manual.

Project partners: the project partners named in the application form.

Project: PGI02122, Urban M project as described in the application form.

Project Duration: the term of the project commencing on the start date and ending on the end date set out in the application form.

Subsidy: the maximum ERDF co-financing allocated to the project in accordance with the application form.

Article 1

Legal framework

This contract is concluded on the basis of the following documents which constitute the legal framework applicable to the rights and obligations of the parties and the parties agree to comply with the applicable terms set out therein:

- Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council



règlement (CE) n° 1083/2006 du Conseil ainsi que toute modification de celui-ci ;

- le règlement (UE) n° 1301/2013 du Parlement européen et du Conseil du 17 décembre 2013 relatif au Fonds européen de développement régional et aux dispositions spécifiques concernant l'objectif d'investissement en faveur de la croissance et de la création d'emplois, et abrogeant le règlement (CE) n° 1080/2006 ainsi que toute modification de celui-ci ;
- le règlement (UE) n° 1299/2013 du Parlement européen et du Conseil du 17 décembre 2013 portant dispositions particulières relatives à la contribution du Fonds européen de développement régional à l'objectif de « Coopération territoriale européenne », et ses modifications éventuelles ;
- le règlement délégué (UE) de la Commission n° 481/2014 du 4 mars 2014 complétant le règlement (UE) n° 1299/2013 du Parlement européen et du Conseil en ce qui concerne des règles particulières concernant l'éligibilité des dépenses pour les programmes de coopération, et ses modifications éventuelles ;
- toutes autres législations de l'UE applicables, y compris les législations portant dispositions sur les marchés publics, la concurrence, les aides d'État, le développement durable et la promotion de l'égalité entre les hommes et les femmes et de la non-discrimination ;
- le programme de coopération territoriale européenne Interreg Europe approuvé par la Commission européenne en date du 11/06/2015, C(2015) 4053 ;
- l'« Accord sur le programme de coopération et confirmation du cofinancement national » signé par les États membres de l'UE et le Royaume de Norvège ;
- les règles spécifiques au programme et les indications précisées dans le manuel du programme ;
- les règles nationales applicables au chef de file et aux partenaires du projet, en l'absence de dispositions particulières dans les Règlements, de règles spécifiques aux fonds ou de règles du programme.

En cas de modification de l'un des documents ci-dessus, c'est la dernière version qui doit s'appliquer.

Regulation (EC) No 1083/2006, and any amendment.

- Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006, and any amendment;
- Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal, and any amendment;
- Commission Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation (EU) No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation programmes, and any amendment;
- All other applicable EU legislation, including the legislation laying down provisions on public procurement, on competition, on state aid, on sustainable development and on the promotion of equality between men and women and non-discrimination;
- The European Territorial Cooperation programme Interreg Europe, approved by the European Commission on 11/06/2015 C(2015) 4053;
- The "Agreement to the Cooperation Programme and confirmation of national co-financing" signed by the EU Member States and the Kingdom of Norway ;
- The Programme-specific rules and guidance laid down in the programme manual;
- National rules applicable to the lead partner and its project partners, in the absence of Regulations or fund-specific rules or programme rules.

In case of amendment to any of the above documents, the latest version shall apply.



Article 2

Octroi de la subvention

1. Conformément à la décision d'approbation, la subvention est accordée au chef de file pour la mise en œuvre du projet.
2. Le montant total de la subvention allouée au projet est défini dans le dossier de candidature.
3. Le chef de file doit – en s'assurant que les partenaires du projet agissent de même – respecter les règles applicables aux aides d'Etat par rapport à la réception de cette subvention ; le chef de file doit s'assurer en outre que son organisation, ainsi que celles de ses partenaires, enregistrent et archivent tous les documents justificatifs nécessaires pour une piste d'audit adéquate relative aux dépenses encourues et aux paiements effectués, de sorte que ces documents et informations puissent être présentés lors de toute demande émanant des autorités publiques de l'État membre de l'UE ou du Royaume de Norvège ou de la Commission européenne.

Article 3

Conditions et modalités de financement

1. La subvention est accordée pour la mise en œuvre du projet conformément aux conditions définies par le Comité de suivi dans la Décision d'approbation et les termes de ce contrat. La Décision d'approbation et le dossier de candidature font partie intégrante de ce contrat.
2. Le versement de la subvention est effectué sous réserve de la mise à disposition des fonds par la Commission européenne, ou lorsque des partenaires norvégiens participent au projet, par le Royaume de Norvège. En cas d'indisponibilité des fonds, l'autorité de gestion ne peut être tenue responsable des retards de paiement conformément à l'article 132 du règlement (UE) n° 1303/2013.
3. Si la Commission européenne et/ou le Royaume de Norvège ne libère pas les fonds nécessaires pour le paiement de la subvention, l'autorité de gestion peut, à sa seule discrétion, (i) suspendre le paiement de la subvention ; ou (ii) mettre fin à ce contrat. Si l'autorité de gestion exerce ses droits au titre du présent article 3, toute réclamation par le chef de file à l'encontre des autorités du programme, quelle qu'en soit la raison, est exclue.

Article 2

Award of subsidy

1. In accordance with the approval decision, the subsidy is awarded to the lead partner for the implementation of the project.
2. The maximum amount of the subsidy allocated to the project is set out in the application form.
3. The lead partner shall ensure that its own organisation, as well as the project partners' ones, complies with state aid regulations in respect of receipt of this subsidy; the lead partner shall also ensure that its own organisation, as well as those of its project partners, record and store all supporting documentation required for an adequate audit trail regarding expenditure incurred and payments made, so that it can be produced in response to any request from the EU Member State or the Kingdom of Norway's public authorities or the European Commission.

Article 3

Terms of funding

1. The subsidy is awarded for the implementation of the project to be carried out in accordance with the conditions set out by the monitoring committee in the approval decision and with the terms of this contract. The approval decision and the application form constitute an integral part of this contract.
2. Disbursement of the subsidy shall be subject to the condition that the European Commission, and if Norwegian partners are participating in the project, the Kingdom of Norway, make the funds available. In case of non-availability of funds, the managing authority cannot be deemed responsible for late payments in accordance with Article 132 of Regulation (EU) No 1303/2013.
3. If the European Commission and/or the Kingdom of Norway fails to make the funds available for payment of the subsidy, the managing authority can at its sole discretion (i) withhold payments of the subsidy; or (ii) terminate this contract. If the managing authority exercises its rights under this Article 3, any claim by the lead partner against the programme authorities for whatever reason is excluded.



4. Le versement de la subvention est soumis à la condition que ce contrat soit signé par les Parties.

4. Disbursement of the subsidy is subject to the condition that this contract is signed by the parties to this contract.

Article 4

Durée du contrat

1. Indépendamment de la durée du projet et sans préjudice des dispositions concernant la mise en œuvre du projet et l'éligibilité des dépenses, les termes de ce contrat s'appliquent à compter de la date de la décision d'approbation du projet et expirent conformément aux conditions prévues par les obligations d'audit et d'archivage définies à l'article 140 du règlement (UE) n° 1303/2013.
2. L'autorité de gestion informera le chef de file de la date de démarrage de la période visée au paragraphe 1 de l'article 140 du règlement (UE) n° 1303/2013.

Article 5

Éligibilité des dépenses

1. La subvention ne sera payée au chef de file que pour les dépenses éligibles. Pour être réputées éligibles, les dépenses d'un projet doivent :
 - a. concerner les activités et les coûts effectués, encourus et payés à partir de la date de la décision d'approbation et jusqu'à la date de fin du projet indiquée dans le dossier de candidature ;
 - b. concerner des activités définies dans le dossier de candidature qui sont nécessaires à la réalisation du projet et à l'atteinte de ses objectifs, produits et résultats et être incluses dans le budget du dossier de candidature ;
 - c. être raisonnables, justifiées et conformes aux règles applicables de l'UE et du programme. En l'absence de règles au niveau de l'UE ou du programme, ou encore dans les domaines qui ne sont pas précisément réglementés, les règles nationales ou les règles institutionnelles conformes aux principes de bonne gestion financière s'appliquent ;
 - d. être encourues et payées par le chef de file ou les partenaires du projet et justifiées par des documents qui permettent leur identification et leur vérification ;
 - e. être identifiables, vérifiables, plausibles, déterminées conformément aux principes comptables pertinents, et enregistrées dans

Article 4

Duration of the contract

1. Notwithstanding the project duration and without prejudice to the provisions concerning the implementation of the project and the eligibility of expenditure, the terms of this contract apply starting from the date of the project's approval decision, and expire in accordance with audit and archiving obligations defined in Article 140 of Regulation (EU) no 1303/2013.
2. The managing authority will inform the lead partner of the start date of the period referred to in paragraph 1 of Article 140 of Regulation (EU) no 1303/2013.

Article 5

Eligibility of expenditure

1. The subsidy will only be paid to the lead partner for eligible expenditure. In order to be deemed eligible, project expenditure shall:
 - a. relate to activities and costs which are carried out, incurred, and paid from the date of the approval decision to the project end date as indicated in the application form;
 - b. relate to activities set out in the application form which are necessary for carrying out the project and achieving the project's objectives, outputs and results, and are included in the budget of the application form;
 - c. be reasonable, justified, and comply with the applicable EU and programme rules. In the absence of rules set at EU or programme level or in areas that are not precisely regulated, national or institutional rules, in accordance with the principles of sound financial management, apply;
 - d. be incurred and paid out by the lead partner or project partners and be substantiated by proper evidence allowing identification and checking;
 - e. be identifiable, verifiable, plausible, determined in accordance with the relevant accounting principles, and recorded in a



un système de comptabilité séparé ou avec un code comptable adéquat ;

- f. être vérifiées par un contrôleur de premier niveau conformément à l'article 125(4) du règlement (UE) n° 1303/2013.
2. Par dérogation à l'article 5.1 (a) à (e), des méthodes de coûts simplifiés peuvent être prévues dans le manuel du programme. C'est le cas notamment des frais de bureau et administratifs éligibles au titre du projet qui sont calculés en appliquant un taux fixe de 15 % à la fraction éligible des charges directes de personnel supportées par les partenaires du projet.
3. Le non-respect par le chef de file et/ou les partenaires du projet des règles applicables dans l'article 5.1 peut conduire les autorités du programme à imposer des mesures correctives et à exclure du budget du projet toute dépense inéligible, et à demander le remboursement de tout ou partie de la subvention payée
4. Sans approbation préalable de l'autorité de gestion, le budget du projet peut être modifié au niveau des lignes budgétaires ou du budget des partenaires, sous réserve du strict respect de la règle de flexibilité de 20 % indiquée dans le manuel du programme et du montant maximal de la subvention défini dans le dossier de candidature, et à condition que les modifications respectent les critères définis dans l'article 5.1.
5. Les frais de préparation sont fixés forfaitairement à 15 000 € de dépenses éligibles totales et inclus dans le budget du chef de file. Le financement FEDER ou norvégien (c.-à-d. 12 750 € pour les partenaires de l'UE et 7 500 € pour les partenaires norvégiens) sera payé au chef de file en même temps que le premier rapport d'avancement. Le chef de file doit indiquer dans la convention de partenariat comment le montant forfaitaire correspondant aux coûts de préparation sera partagé entre les partenaires du projet et doit verser les sommes correspondantes sur réception des justificatifs dès leur réception.

Article 6

Soumission électronique

1. Conformément à l'article 122 du règlement (UE) n° 1303/2013, tous les échanges d'information entre le chef de file et les autorités du programme s'effectueront au moyen de systèmes d'échange électronique de données. En conséquence, la soumission des rapports d'avancement et des

separate accounting system or with an adequate accounting code;

- f. be verified by a first level controller in accordance with Regulation (EU) no 1303/2013, Article 125(4).
2. By derogation to Article 5.1 (a) to (e), simplified costs options may be indicated in the programme manual. As an example, the eligible office and administrative expenditure for the project are calculated by applying a flat rate of 15 % to the eligible direct staff costs of project partners.
3. Non-compliance by the lead partner and/or project partners with the rules set out in Article 5.1 may lead the programme authorities to impose corrective measures and exclude, from the budget of the project, any ineligible expenditure, and to request repayment of all or part of the subsidy paid out.
4. Without prior approval of the managing authority, the project is entitled to deviate from the budget, at budget line, and project partner budget level, provided that any deviation is strictly in accordance with the 20% flexibility rule specified in the programme manual and provided always that the total maximum subsidy as set out in the application form is never exceeded and that any deviations meet the criteria set out in Article 5.1.
5. Preparation costs are fixed as a lump sum of EUR 15,000 total eligible expenditure and included within the lead partner budget. The corresponding ERDF or Norwegian funding (i.e. EUR 12,750 for EU partners and EUR 7,500 for non EU partners) will be paid to the lead partner together with the first progress report. The lead partner shall lay down in writing in the project partnership agreement how the lump sum relating to the preparation costs is to be shared among the project partners and disburse the amounts accordingly upon receipt.

Article 6

Electronic submission

1. In accordance with article 122 of Regulation (EU) no 1303/2013, all exchanges of information between the lead partner and the programme authorities shall be carried out by means of electronic data exchange systems. Accordingly, the submission of progress reports and requests



demandes de modifications s'effectuera au moyen du système d'échange électronique de données du programme, appelé iOLF.

2. Le système d'échange électronique du programme doit être utilisé conformément aux conditions générales publiées sur le site internet iOLF.

for changes shall be done by using the electronic data exchange system of the programme, called iOLF.

2. The electronic exchange system shall be used in compliance with the terms and conditions published on the iOLF website.

Article 7

Performance du projet et du programme

1. Si un ou plusieurs objectifs, produits, résultats, tels qu'ils sont définis dans le dossier de candidature ne sont pas atteints, l'autorité de gestion peut demander la mise en place de mesures correctives pour garantir la performance du projet et limiter l'impact de ces défaillances au niveau du programme.
2. Si le projet ne respecte pas les dispositions contractuelles relatives à la mise en œuvre du projet par rapport aux délais, au budget ou aux produits définis dans le dossier de candidature, le programme peut réduire la subvention allouée au projet et, si nécessaire, mettre fin au projet en résiliant le contrat.
3. Les montants de la subvention qui ne sont pas demandés en temps et en heure par rapport aux montants indiqués dans les prévisions de dépenses incluses dans le dossier de candidature pourront être perdus.

Article 8

Demandes de paiement, rapports d'avancement et modifications du projet

1. Le chef de file doit se conformer aux règles et délais indiqués dans le manuel du programme pour ce qui concerne la soumission des rapports d'avancement, y compris le rapport final, et les modifications du projet.
2. Une demande de réaffectation budgétaire dérogeant à la règle de flexibilité budgétaire de 20 % indiquée dans l'article 5.4 peut être effectuée auprès de l'autorité de gestion une seule fois pendant la durée du projet, conformément à la procédure de demande de modification décrite dans le manuel du programme.
3. Les paiements au chef de file seront uniquement faits en euros (EUR ; €) et transférés sur le compte indiqué par le chef de file dans le rapport d'avancement.

Article 7

Project and programme performance

1. If one or more expected objectives, outputs or results as set out in the application form are not successfully reached, the managing authority may request corrective measures to be put in place to ensure project performance and to minimise the impact of any such failure at programme level.
2. If the project fails to respect the contractual arrangements on delivery in time, delivery to budget and delivery of outputs as defined in the application form, the programme may reduce the subsidy allocated to the project and, if necessary, stop the project by terminating this contract.
3. Subsidy payments not requested in time and in full as indicated in the spending plan included in the application form may be lost.

Article 8

Financial claims, reporting progress and changes in project

1. The lead partner will comply with the rules and deadlines described in the programme manual with regard to the submission of progress reports, including final report, and request for changes in the framework of the project.
2. A request for a budget reallocation for modifications not falling within the 20% budget flexibility rule referred in Article 5.4 may be made to the managing authority once during the project duration, in accordance with the request for change procedure described in the programme manual.
3. Payments to the lead partner will be made in euro (EUR; €) only and transferred to the account specified by the lead partner in the progress report.



4. Conformément à l'article 132 du règlement (UE) n° 1303/2013, les paiements de la subvention peuvent être suspendus en partie ou en totalité en cas de non-conformité avec les règles du programme ou de soupçon d'irrégularité.

4. In compliance with Regulation (EU) 1303/2013, Article 132, payments of the subsidy can be suspended partially or in full in cases of non-compliance with the programme rules or suspicion of an irregularity.

Article 9

Responsabilités, représentation des partenaires et obligations du chef de file

1. Le chef de file s'engage, conformément à l'article 13 (2) du règlement (UE) n° 1299/2013, à :

- a. définir avec les partenaires du projet leurs responsabilités respectives dans le cadre d'une convention de partenariat comprenant notamment les modalités de recouvrement des sommes indûment versées;
- b. garantir la bonne gestion financière du budget ;
- c. assumer la responsabilité d'assurer la mise en œuvre de l'ensemble du projet ;
- d. s'assurer que les dépenses présentées par tous les partenaires du projet ont bien été engagées pour mettre en œuvre le projet et correspondent aux activités définies d'un commun accord par l'ensemble des partenaires et indiquées dans le dossier de candidature ;
- e. s'assurer que les dépenses présentées par le chef de file et les partenaires du projet ont été vérifiées par un contrôleur de premier niveau dans le respect des exigences de contrôle de leur État membre ou de la Norvège, en application de l'article 125 (4) du règlement (UE) 1303/2013;
- f. faire en sorte que le transfert de la subvention au profit des autres partenaires du projet s'effectue le plus rapidement possible et dans son intégralité.

2. Le chef de file garantit qu'il peut légalement conclure ce contrat et représenter l'ensemble des partenaires participant au projet.

3. Le chef de file doit fournir à tous les autres partenaires une copie de la version signée du contrat de subvention, et doit s'assurer que les partenaires du projet respectent les dispositions de ce contrat. Le chef de file sera responsable de tout défaut, violation, défaillance ou le non-respect, par lui-même et par ses partenaires, des termes de ce contrat. L'autorité de gestion sera de même responsable pour toute violation ou non-respect de ses obligations découlant de ce contrat ou de toute autre document visé à l'article

Article 9

Liabilities, representation of partners and obligations of the lead partner

1. The lead partner shall, in compliance with Article 13 (2) of Regulation (EU) No 1299/2013:

- a. establish with the project partners the division of the mutual responsibilities in the form of a project partnership agreement including inter alia the arrangements for recovering amounts unduly paid;
- b. guarantee the sound financial management of the budget;
- c. assume responsibility for ensuring the implementation of the entire project;
- d. ensure that expenditure presented by all project partners has been incurred for the implementation of the project and corresponds to the activities agreed between all the partners indicated in the application form;
- e. ensure the expenditure presented by the lead partner and project partners has been verified by a first level controller according to the control requirements of their EU Member State or of the Kingdom of Norway, in compliance with Regulation (EU) 1303/2013, Article 125 (4);
- f. ensure the transfer of subsidy to the project partners as quickly as possible and in full.

2. The lead partner guarantees that it has sufficient authority to enter into this contract and to represent all project partners participating in the project.

3. The lead partner shall provide all other project partners with a copy of the signed version of the subsidy contract, and shall ensure that the project partners comply with its provisions. The lead partner will be liable for any default, breach, failure or non-compliance to the provisions of this contract by the lead partner and/or the project partners. The Managing Authority will be similarly liable for any breaches or failures to comply with its obligations deriving from this contract or from any other document referred to in article 1. This



1. Cette disposition n'affecte pas les responsabilités des Etats membre de l'UE, du Royaume de Norvège et de tout autre acteur pertinent en vertu du cadre juridique détaillé à l'article 1.
4. Le chef de file est responsable vis-à-vis de l'autorité de gestion pour la valeur totale de la subvention payée. Si un ordre de recouvrement est émis pour le remboursement total ou partiel de la subvention à l'autorité de gestion, ou à tout organisme identifié par l'autorité de gestion comme pouvant recevoir ce remboursement, le chef de file devra respecter la procédure spécifique du programme pour le remboursement de la subvention, définie dans le manuel du programme.
5. En vertu de l'article 122.2 du règlement (UE) 1303/2013 et de l'article 27.3 du règlement (UE) 1299/2013, si le chef de file ne parvient pas à se faire rembourser par les autres partenaires du projet ou si l'autorité de gestion ne parvient pas à se faire rembourser par le chef de file, après avoir utilisé tout moyen raisonnable conformément au point 5.4 du Programme de Coopération et à la procédure de recouvrement des irrégularités, l'Etat membre ou l'Etat tiers sur le territoire duquel le bénéficiaire concerné est situé doit rembourser à l'autorité de gestion toute somme indûment versée à ce bénéficiaire. L'Etat membre de l'UE ou l'Etat tiers (la Norvège) sur le territoire duquel le bénéficiaire intéressé est situé est en droit d'entreprendre toute action judiciaire qu'il jugera nécessaire à l'encontre du bénéficiaire concerné afin de recouvrer la somme indûment versée, selon les règles de compétence juridictionnelle nationales et conformément à tout accord que l'Etat membre de l'UE ou le Royaume de Norvège peut avoir conclu avec ce bénéficiaire.
6. Outre les obligations déjà énoncées pour le chef de file, ce dernier s'engage à :
- utiliser tout moyen raisonnable pour récupérer rapidement tout montant FEDER indûment perçu, conformément au point 5.4 du Programme de Coopération et à la procédure de recouvrement des irrégularités, et informer l'Autorité de Gestion sur les progrès de cette démarche.
 - mettre en œuvre le projet conformément à la description qui en est faite dans le dossier de candidature ;
 - informer l'autorité de gestion, conformément aux exigences du manuel du programme, de toute modification concernant les données de
- provision is without prejudice to the liabilities of the EU Member States or of the Kingdom of Norway and other stakeholders involved based on the legal framework detailed in article 1.
4. The lead partner is liable to the managing authority for the total value of the subsidy paid out. In the event of a recovery order for full or partial reimbursement of the subsidy to the managing authority or such organisation identified by the managing authority as the party that should receive such reimbursement, the lead partner shall comply with the specific programme procedure for the reimbursement of the subsidy as set out in the programme manual.
5. According to article 122.2 of Regulation (EU) 1303/2013 and article 27.3 of Regulation (EU) 1299/2013, if the Lead Partner does not succeed in securing repayment from other project partners or if the Managing Authority does not succeed in securing repayment from the lead partner after having used all reasonable endeavours in accordance with point 5.4 of the Cooperation Programme and the procedure for the recovery of irregularities, the EU Member State or third country on whose territory the beneficiary concerned is located shall reimburse the Managing Authority any amounts unduly paid to that beneficiary. The EU Member State or third country (Norway) on whose territory the concerned beneficiary is located shall be entitled to undertake any legal action that it may deem necessary towards the concerned beneficiary in order to recover the unduly paid amount, based on national jurisdiction rules and in accordance with any agreement the EU Member State or the Kingdom of Norway may have entered into with the beneficiary.
6. In addition to the obligations of the lead partner as already stated, the lead partner, undertakes:
- to use all reasonable endeavours to promptly recover any irregular ERDF amount unduly received by a project partner, in accordance with point 5.4 of the Co-operation Programme and the Procedure for the recovery of irregularities, and report on progress to the managing authority;
 - to implement the project according to the description in the application form;
 - to inform the managing authority according to the requirements of the programme manual of any changes in the contact information, the



contact, la replanification des activités ou les écarts budgétaires;

- d. informer immédiatement l'autorité de gestion de tout changement concernant le statut juridique des partenaires du projet ;
 - e. informer l'autorité de gestion immédiatement de tout changement dans la situation juridique, financière, technique, organisationnelle ou patrimoniale du chef de file ou de l'un des partenaires du projet susceptible d'affecter substantiellement la mise en œuvre du contrat ou de remettre en cause la décision d'attribuer la subvention.
 - f. informer immédiatement l'autorité de gestion si les coûts sont réduits, si l'une des conditions de versement cesse d'être remplie, ou de l'existence de circonstances qui pourrait conduire l'autorité de gestion à réduire la subvention ou en exiger le remboursement en tout ou en partie ou à résilier ce contrat.
7. L'autorité de gestion n'accepte aucune responsabilité pour toutes les conséquences découlant de la mise en œuvre du projet, de l'utilisation de la subvention et/ou du retrait de la subvention.

Article 10

Partenariat du projet

- 1. Seules les dépenses payées et encourues par les partenaires du projet sont éligibles à la subvention.
- 2. Conformément à l'article 13(2) du règlement (UE) n° 1299/2013, les relations entre les partenaires du projet et le chef de file doivent être régies par une convention de partenariat signée par tous les partenaires du projet. L'affectation des tâches et les responsabilités et obligations respectives des partenaires du projet sont précisées dans cette convention de partenariat.

Article 11

Droits d'audit, d'évaluation et d'archivage des documents

- 1. La Commission européenne, l'Office européen de lutte anti-fraude, la Cour des comptes européenne et, pour les responsabilités qui leur incombent, les organismes pertinents des États membres de l'UE et du Royaume de la Norvège ou d'autres autorités du programme sont habilitées à auditer l'utilisation correcte des

rescheduling of activities and on budget deviations;

- d. to inform the managing authority immediately of any changes in the project partners' legal status;
 - e. to inform the managing authority immediately if a change to the lead partner's or a project partner's legal, financial (incl. insolvency), technical, organisational or ownership situation is likely to affect the implementation of the contract substantially or may call into question the decision to award the subsidy.
 - f. to inform the managing authority immediately if costs are reduced, or one of the disbursement conditions ceases to be fulfilled, or circumstances arise which may entitle the managing authority to reduce subsidy or to demand repayment of the subsidy wholly or in part or to terminate this contract.
7. The managing authority accepts no liability for any consequences which come from the running of the project, the use of the subsidy, and/or the withdrawal of the subsidy.

Article 10

Project partnership

- 1. Only expenditure paid and borne by the project partners is eligible for the subsidy.
- 2. In accordance with Regulation (EU) 1299/2013, Article 13(2), the relationship between the project partners and the lead partner shall be governed by a project partnership agreement signed by all project partners. The allocation of tasks, mutual responsibilities and obligations among the project partners are specified in this project partnership agreement.

Article 11

Audit rights, evaluation of the project and archiving of documents

- 1. The European Commission, the European Anti-Fraud Office, the European Court of Auditors and, within their responsibility, the relevant bodies of the EU Member States and of the Kingdom of Norway or other programme authorities are entitled to audit the proper use of funds by the lead partner or by project partners or arrange for



fonds par le chef de file ou les partenaires du projet, ou à faire réaliser ce type d'audit par des personnes autorisées.

such an audit to be carried out by authorised persons.

2. Le chef de file et les partenaires du projet produiront l'ensemble des documents requis pour l'audit, fourniront toutes les informations utiles et donneront accès à leurs locaux professionnels.
 3. Conformément aux articles 56 et 57 du règlement (UE) 1303/2013, le chef de file s'engage à fournir aux experts et organes indépendants procédant à l'évaluation du projet tout document ou information nécessaire pour en faciliter la réalisation.
 4. Le chef de file doit s'assurer que chacun des partenaires du projet archive les documents relatifs à la mise en œuvre du projet pour toute la durée requise par l'article 140 du règlement (UE) n° 1303/2013. L'autorité de gestion informera le chef de file de la date de démarrage de la période visée au paragraphe 1 de l'Article 140 du Règlement (UE) no 1303/2013 en temps voulu. Cette période peut être interrompue dans des cas dûment justifiés et, dans ce cas, se poursuit après cette interruption. Dans l'hypothèse où la loi fixe d'autres délais de conservation légaux éventuellement plus longs, ces derniers demeurent inchangés.
 5. Conformément à l'article 140 du règlement (UE) n° 1303/2013 (Archivage des documents), le chef de file doit s'assurer que tous les documents sont conservés :
 - a soit sous forme d'originaux ;
 - b soit comme des copies certifiées conformes des originaux ;
 - c sur des supports de données communément admis contenant les versions électroniques des documents originaux ou des documents existants uniquement en version électronique.
- Indépendamment de ce qui précède, les formats d'archivage doivent respecter les exigences juridiques nationales.
6. Le chef de file doit faire en sorte que lui-même et les différents partenaires du projet respectent pleinement et en temps et en heure les obligations susmentionnées.

2. The lead partner and project partners will produce all documents required for the audit, provide necessary information and give access to their business premises.

3. In accordance with Regulation (EU) 1303/2013, Articles 56 and 57, the lead partner undertakes to provide to independent experts or bodies carrying out any project evaluation, all documents or information necessary to assist the evaluation.

4. The lead partner will ensure that each of the project partners archives documents related to the project implementation for the period required by and in compliance with Regulation (EU) No 1303/2013 Article 140. The managing authority will inform the lead partner of the start date of the period referred to in paragraph 1 of Article 140 of Regulation (EU) no 1303/2013 in due time. This period might be interrupted in duly justified cases and will resume after any such interruption. Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected.

5. In accordance with Regulation (EU) No 1303/2013, Article 140 (the archiving of the documents) the lead partner must ensure that all documents are kept either:

- a. in their original form;
- b. as certified true copies of the originals;
- c. on commonly accepted data carriers including electronic versions of original documents or documents existing as electronic version only.

Notwithstanding the foregoing, the archiving formats have to comply with national legal requirements.

6. The lead partner must guarantee that both the lead partner and all project partners comply fully and in due time to the above-mentioned obligations.

Article 12

Information et communication

1. Toutes mesures d'information et de communication destinées aux groupes cibles, aux groupes cibles potentiels et au grand public doivent respecter les dispositions du Règlement

Article 12

Information and communication

1. Any information and communication measures aimed at target groups, potential target groups and the general public must comply with the provisions of Regulation (EU) 1303/2013, Annex



(UE) 1303/2013, Annexe XII 2.2 et les règles spécifiées dans le manuel du programme.

2. Sauf indication contraire de l'autorité de gestion, tout avis ou publication se rapportant au projet, sous quelque forme et par quelque moyen que ce soit, y compris Internet, doit indiquer qu'il reflète uniquement l'opinion de l'auteur et que les autorités du programme déclinent toute responsabilité pour l'utilisation pouvant être faite des informations qu'il contient.
3. Les autorités du programme seront autorisées à publier, sous quelque forme et par quelque moyen que ce soit, y compris Internet, les informations suivantes :
 - a. le nom et les coordonnées du chef de file et des partenaires du projet,
 - b. le nom du projet,
 - c. une synthèse des activités du projet,
 - d. les objectifs du projet et de la subvention,
 - e. les dates de début et de fin du projet,
 - f. le montant de la subvention et le budget total du projet,
 - g. la localisation géographique de la mise en œuvre du projet,
 - h. les rapports d'avancement, y compris le rapport final.
4. Le chef de file s'engage à adresser au secrétariat conjoint, sur demande de toute autorité du programme, un exemplaire de tout document de communication et d'information produit. Le chef de file autorise en outre le secrétariat conjoint, l'autorité de gestion et la Commission européenne à utiliser ces supports pour montrer comment la subvention est utilisée.
5. Toute campagne de communication, intervention dans les médias ou autre forme de publicité relative au projet devra être communiquée au secrétariat conjoint pour une éventuelle mise à jour du site internet ou autre promotion de l'information.
6. Le projet doit respecter les exigences concernant le site internet du projet décrites dans le manuel du programme.

Article 13

Droits de propriété intellectuelle

1. Tous les droits de propriété intellectuelle (tangibles ou intangibles) qui découlent du projet seront la propriété du chef de file et des partenaires du projet ; le chef de file et les

XII 2.2 and with the rules specified in the programme manual.

2. Unless differently required by the managing authority, any notice or publication in relation to the project, made in any form and by any means, including the internet, must state that it only reflects the author's views and that the programme authorities are not liable for any use that may be made of the information contained therein.
3. The programme authorities shall be authorised to publish, in any form and by any means, including the internet, the following information:
 - a. the name and contact details of the lead partner and of the project partners,
 - b. the project name,
 - c. a summary of the project activities,
 - d. the objectives of the project and the subsidy,
 - e. the project start and end date,
 - f. the amount of the subsidy and the total budget of the project,
 - g. the geographical location of the project implementation,
 - h. progress reports including the final report.
4. The lead partner undertakes, upon request by any of the programme authorities, to send a copy of any communication and information material produced to the joint secretariat. The lead partner furthermore authorises the joint secretariat, the managing authority and the European Commission to use this material to showcase how the subsidy is used.
5. Any communication campaign, media appearance, or other publicity of the project shall be communicated to the joint secretariat for potential website updates or showcases.
6. The project is obliged to comply with the requirements for the project website as described in the programme manual.

Article 13

Intellectual property rights

1. All intellectual property (whether tangible or intangible) that derive from the project will be the property of the lead partner and the project partners; the lead partner and project partners



partenaires du projet sont habilités à faire valoir les droits de propriété qui découlent du projet au titre de la convention de partenariat convenue entre les parties.

2. Nonobstant les termes de l'article 13.1, les résultats du projet doivent être mis à disposition du grand public gratuitement par le chef de file et les partenaires du projet. L'autorité de gestion et toute autre partie prenante pertinente du Programme (points de contact nationaux, Commission européenne) peuvent les utiliser pour des actions d'information et de communication dans le cadre du programme.
3. Si des droits de propriété intellectuelle et industrielle antérieurs existent en relation avec le projet, ils seront strictement respectés à condition d'être notifiés par écrit à l'autorité de gestion par le chef de file et les partenaires du projet.

Article 14

Résiliation du contrat et recouvrement

1. L'autorité de gestion est habilitée à résilier ce contrat et à demander un remboursement de la subvention en tout ou partie s'il est avéré que :
 - a. tout ou partie de la subvention a été utilisée à des fins autres que celles envisagées dans ce contrat ; ou
 - b. la subvention a été obtenue suite à des déclarations fausses ou incomplètes ou en produisant des documents falsifiés ; ou
 - c. le chef de file ou un partenaire du projet a omis de signaler immédiatement des événements retardant ou empêchant la mise en œuvre du projet financé, ou toute circonstance conduisant à sa modification ; ou
 - d. par rapport au dossier de candidature, il s'est produit un changement substantiel dans la nature, l'échelle, la propriété, les coûts, les délais, le partenariat ou l'achèvement de la mise en œuvre du projet ; ou
 - e. le chef de file ou l'un des partenaires du projet a empêché ou entravé les contrôles et audits ; ou
 - f. le chef de file ou l'un des partenaires du projet a omis de soumettre les informations demandées dans les délais prévus ; ou
 - g. une procédure d'insolvabilité est engagée contre les actifs du chef de file et/ou de l'un des partenaires du projet ou est rejetée car les actifs ne sont pas suffisants pour permettre le

are entitled to establish the property rights deriving from the project under the project partnership agreement entered into by the parties.

2. Notwithstanding the terms of Article 13.1, the results of the project have to be made available to the general public free of charge by the lead partner and project partners. The managing authority and any other relevant Programme stakeholder (such as the national points of contact, the European Commission) may use them for information and communication actions in respect of the programme.
3. If there are pre-existing intellectual and industrial property rights which are made available to the project, these will be fully respected provided that they are notified by the lead partner and project partners to the managing authority in writing.

Article 14

Termination of the contract and recovery

1. The managing authority is entitled to terminate this contract and to demand repayment of the subsidy in whole or in part, if it has evidence that:
 - a. all or part of the subsidy was used for purposes other than those envisaged in this contract; or
 - b. the subsidy has been obtained through false or incomplete statements, or through forged documents; or
 - c. the lead partner or a project partner has failed to report within a reasonable time events delaying or preventing the implementation of the project funded, or any circumstances leading to its modification; or
 - d. with reference to the application form a substantial change in the nature, scale, ownership, costs, timing, partnership or completion of the project implementation has occurred; or
 - e. the lead partner or any project partner has impeded or obstructed controls and audits; or
 - f. the lead partner or a project partner has failed to submit requested information within given deadlines; or
 - g. insolvency proceedings are instituted against the assets of the lead partner and/or any of the project partners or insolvency proceedings are dismissed due to lack of assets for cost



recouvrement des créances, à la condition que cette situation soit de nature à empêcher ou compromettre la réalisation des objectifs du programme, ou encore en cas de fermeture de l'entité du chef de file ou de l'un des partenaires du projet ; ou

- h. le chef de file ou l'un des partenaires du projet est en situation de faillite ou liquidation, de règlement judiciaire, de concordat préventif, de cessation d'activité, ou dans toute situation analogue résultant d'une procédure de même nature existant dans les législations et réglementations nationales ; ou
 - i. toute règle du programme, loi ou règlement a été violé par le chef de file ou l'un des partenaires du projet ; ou
 - j. un changement dans la situation juridique, financière, technique, organisationnelle ou patrimoniale du chef de file ou de l'un des partenaires du projet est susceptible d'affecter substantiellement la mise en œuvre du contrat ou de remettre en cause la décision d'attribuer la subvention ; ou
 - k. sous réserve des dispositions de l'article 15 de ce contrat, le chef de file ou un partenaire du projet vend, donne en leasing ou loue tout ou partie des produits /résultats du projet à un tiers ; ou
 - l. le chef de file et les partenaires du projet reçoivent des fonds supplémentaires de l'Union européenne pour tout ou partie des dépenses du projet déclarées dans le cadre du programme durant la période de mise en œuvre du projet.
2. Si l'autorité de gestion exerce son droit de résiliation au titre de cet article 14, le chef de file doit, dans un délai d'un mois, transférer le montant requis par l'autorité de gestion sur le compte bancaire du programme indiqué dans l'ordre de recouvrement émis par l'autorité de gestion à l'attention du chef de file.
3. Tout retard de remboursement par le chef de file donne lieu à des intérêts à compter de la date d'exigibilité et jusqu'à la date du paiement effectif à un taux déterminé conformément à l'article 147 du règlement (UE) n° 1303/2013.
4. Si l'autorité de gestion résilie le contrat conformément à l'article 14.1 avant que le montant total de la subvention n'ait été payé au chef de file, tous les paiements relatifs à la subvention seront interrompus et le chef de file ne pourra pas prétendre au paiement du solde de la subvention.

recovery, provided that this appears to prevent or risk the implementation of the programme objectives, or the lead partner or any of the project partners closes down; or

- h. if the lead partner or a project partner is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations; or
 - i. any programme rules, laws or regulations have been breached by the lead partner or any project partner; or
 - j. a change to the lead partner's or a project partner's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the contract substantially or calls into question the decision to award the subsidy; or
 - k. subject to the provisions of Article 15 of this contract, the lead partner or a project partner wholly or partly sells, leases or lets the project outputs/results to a third party; or
 - l. the lead partner and the project partners receive additional funding from the European Union for all or part of the project expenditure reported under the programme during the period of the implementation of the project.
2. If the managing authority exercises its right of termination under this Article 14, the lead partner must transfer the amount requested by the managing authority within one month to the programme bank account specified in the recovery order issued to the lead partner by the managing authority.
3. Any delay in effecting repayment by the lead partner shall give rise to interest on account of late payment, starting on the due date and ending on the date of actual payment. The interest rate will be determined in accordance with Article 147 of Regulation (EU) 1303/2013.
4. If the managing authority terminates the contract in accordance with Article 14.1 before the full amount of the subsidy has been paid to the lead partner, all payments of the subsidy will be discontinued and the lead partner shall not be entitled to claim payment of the remaining amount of the subsidy.



5. Si le chef de file ou un partenaire du projet omet de restituer les sommes indûment versées dans un autre projet financé par le programme Interreg Europe, l'autorité de gestion est en droit de déduire les sommes FEDER dues par le chef de file ou par le partenaire de projet concerné de tout paiement restant à effectuer au titre du présent projet.
 6. Après résiliation, les obligations du chef de file (entre autres, celles énoncées aux articles 4, 9, 11, 14, 15 et 16) continuent à s'appliquer.
 7. Chaque partie peut décider de résilier la convention moyennant un préavis écrit de trois (3) mois à compter de la réception du courrier par l'autre partie. La résiliation prendra effet à la fin de la période de préavis, sauf si les parties en décident autrement par écrit.
 8. Les dispositions précédentes n'affectent en rien les autres voies de recours.
5. If a lead partner or project partner fails to return unduly paid funds in another project funded by the Interreg Europe programme, the managing authority has the right to withdraw the corresponding ERDF relating to the lead partner or project partner in question from any open payment in this project.
 6. After termination, the lead partner's obligations (inter alia Articles 4, 9, 11, 14, 15 and 16) continue to apply.
 7. Each party can decide to terminate the contract with a three (3) months written notice from the receipt of the letter by the other party. The termination will take effect at the end of the notice period unless the parties agree otherwise in writing.
 8. Any further legal claims shall remain unaffected by the above provisions.

Article 15

Succession légale et cession des droits

1. L'autorité de gestion est en droit, à tout moment, de céder les droits qui lui sont reconnus par le présent contrat. En cas de cession, l'autorité de gestion en informera le chef de file sans délai.
2. Le chef de file n'est autorisé à transférer ou céder à un tiers ses obligations et droits provenant du présent contrat qu'avec le consentement écrit préalable de l'autorité de gestion.
3. En cas de succession légale, le chef de file est tenu de transférer au successeur légal l'ensemble des obligations supportées au titre de ce contrat. Le chef de file doit au préalable notifier immédiatement l'autorité de gestion de toute modification, par écrit.

Article 16

Réclamations et conflits

1. Pour toute réclamation déposée contre une décision prise par une ou plusieurs autorités du programme, le chef de file doit suivre la procédure indiquée dans le manuel du programme.
2. Tout litige entre les parties qui ne pourrait être résolu à l'amiable concernant leur relation contractuelle et, plus précisément, l'interprétation, l'exécution et la résiliation du présent contrat, sera porté devant le Tribunal administratif de Lille qui aura compétence exclusive, lorsque toutes les autres voies sont

Article 15

Legal succession and assignment of rights

1. The managing authority is entitled at any time to assign its rights under this contract. In case of assignment the managing authority will inform the lead partner without delay.
2. The lead partner is allowed to transfer or assign to a third party its obligations and rights stemming from this contract only after receipt of prior written consent of the managing authority.
3. In cases of legal succession, the lead partner is obliged to transfer all duties under this contract to its legal successor. The lead partner shall notify immediately the managing authority about any change beforehand and in writing.

Article 16

Complaints and disputes

1. In case of a complaint following a decision taken by one or more programme authorities, the lead partner has to follow the procedure laid down in the programme manual.
2. Any dispute between the parties which could not be resolved amicably concerning their contractual relationship and, more specifically, the interpretation, performance and termination of this contract, shall be referred to the Administrative Tribunal of Lille (Tribunal administratif de Lille) which shall have exclusive



épuisées, même lorsque la procédure implique une garantie d'une tierce partie ou une pluralité de défendeurs.

jurisdiction, once all other practical routes have been exhausted, even when proceedings involve a third party guarantee or more than one defendant.

Article 17

Législation applicable

1. Ce contrat est régi par la loi française. Le Tribunal administratif de Lille aura compétence exclusive.
2. Conformément à la loi française n° 94-665 du 4 août 1994, une version française du contrat doit être prévue. Les versions anglaise et française du présent contrat font foi. Les parties contractantes pourront se prévaloir des dispositions des deux versions.

Article 17

Applicable law

1. This contract is governed by French law. The Administrative Tribunal of Lille (Tribunal administratif de Lille) shall have exclusive jurisdiction.
2. According to French law number 94-665 of the 4 August 1994, a French version of the contract has to be set. The English and French versions of the present contract are in force. The contracting parties will be able to invoke the provisions of the two versions.

Article 18

Autres dispositions

1. Toute correspondance avec le secrétariat conjoint et l'autorité de gestion entrant dans le cadre du présent contrat doit être adressée en anglais aux contacts du secrétariat conjoint précisés sur le site internet du programme.
2. Si une disposition de la présente convention devait s'avérer totalement ou partiellement inapplicable, les parties au présent contrat s'engagent à la remplacer par une disposition applicable se rapprochant le plus possible de l'objectif de la disposition inapplicable.
3. Les avenants ou modifications apportées à ce contrat, y compris ses annexes, ne seront applicables qu'à la condition d'être approuvées par écrit par les autorités du programme appropriées.

Article 18

Other provisions

1. All correspondence with the joint secretariat and managing authority under this contract must be in the English language and has to be sent to the joint secretariat contact details specified on the programme web-site.
2. If any provision in this contract should be wholly or partly ineffective, the parties to this contract undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.
3. Amendment or modification to this contract, including its annexes, will only be effective if they have been agreed in writing by the appropriate programme authorities.

Article 19

Signatures

Ce contrat est émis en trois exemplaires. Chaque exemplaire doit être signé par le chef de file et par l'autorité de gestion.

Article 19

Signatures

This subsidy contract is issued in three originals. Each original must be countersigned by the lead partner and by the managing authority.



Signatures of the parties

Pour l'autorité de gestion :

Je soussigné(e) accepte le contenu et les dispositions du contrat de subvention.

Je confirme également être officiellement habilité(e) à signer ce contrat.

Prénom et nom du signataire
Name and surname of the signatory

Fonction du signataire
Function of the signatory

Nom de l'organisation
Name of the organisation

Signature (et tampon, si disponible)
Signature (and stamp, if available)

Lieu et date
Place and date:

For the managing authority:

I hereby accept the contents and provisions of the subsidy contract.

I also confirm to be officially entitled to sign this contract.

Pour le chef de file:

Je soussigné(e) accepte le contenu et les dispositions du contrat de subvention.

Je confirme également être officiellement habilité(e) à signer ce contrat.

Prénom et nom du signataire
Name and surname of the signatory

Fonction du signataire
Function of the signatory

Nom de l'organisation
Name of the organisation

Signature (et tampon, si disponible)
Signature (and stamp, if available)

Lieu et date
Place and date:

For the lead partner:

I hereby accept the contents and provisions of the subsidy contract.

I also confirm to be officially entitled to sign this contract.

ANNEXE 1

Dernier dossier de candidature approuvé

ANNEXE 2

Dernière lettre de notification d'approbation

ANNEX 1

Latest approved application form

ANNEX 2

Latest approval notification letter

Annex III – Claim Schedule

Reporting deadline dates for partners

Reporting Period	Claim deadline to the lead Partner (Birmingham)	Claim deadline to JTS
1st January 2017 to 30th June 2017	15th August 2017	1st October 2017
1st July 2017 to 31st December 2017	15th February 2018	1st April 2018
1st January 2018 to 30th June 2018	15th August 2018	1st October 2018
1st July 2018 to 31st December 2018	15th February 2019	1st April 2019
1st January 2019 to 30th June 2019	15th August 2019	1st October 2019
1st July 2019 to 31st December 2019	15th February 2020	1st April 2020
1st January 2020 to 31 st December 2020	15th February 2021	1st April 2021
1st January 2021 to 31st December 2021	*1st October 2021	31 st December 2021

*Subject to change by the Lead Partner to ensure that all costs can be claimed by end of year 2021.