

[programme logo]
Subsidy Contract:

Subsidy Contract No
on implementation of the Project [Project title]
In accordance with the decision of the Monitoring Committee No..... dated [dd.mm.yyyy]
..... Within the framework of the Interreg V-A Poland – Denmark – Germany – Lithuania
– Sweden (Southern Baltic) Programme 2014-2020

Between, on the one hand:

MINISTER OF INFRASTRUCTURE AND DEVELOPMENT

With the registered office at: Ul. Wspólna 2/4 00-926 Warsaw, Poland,

Acting as the Managing Authority of the Programme Interreg V-A Poland - Denmark - Germany -
Lithuania - Sweden (Southern Baltic) Programme 2014-2020

hereinafter referred to as „Managing Authority” or „Submitter”,

represented by: [full name and function of a person representing MliR]
on the basis of the power of attorney dated.....constitutes Annex No,

and, on the other hand

[full name of Lead Partner]

located in: [full address].....
[particulars identifying the Lead Partner¹]

name and address of the Bank:
Bank code (BIC or SWIFT):
IBAN:

hereinafter referred to as the „Lead Partner”

represented by: [full name and position of person representing the Lead Partner].....,
based on dated, attached hereto as Annex No to this
Agreement,

hereinafter referred to jointly as the „Parties”,

hereinafter referred to as „Agreement”.

The Parties hereby agree the following:

§ 1

DEFINITIONS

For the purposes of this Agreement the terms listed below shall have the following meaning:

1. „Current version of the Programme Manual” – means a document adopted by the Monitoring Committee, which amendments are adopted by the Monitoring Committee, providing the principles of preparing, implementing, monitoring and reimbursing a project and its durability. The Lead Partner shall have access to the current version of the Programme Manual and shall

¹ identification numbers, as appropriate: NIP (or equivalent) or REGON, KRS (if the entity is subject to registration, or equivalent), VAT (or equivalent).

be informed immediately via the Programme website about any amendments to the Programme Manual and about the date the new version of the Programme Manual is binding,

2. „Lead Partner” – means an entity indicated in an Application Form, who has signed Subsidy Contract and who is responsible for financial and substantial implementation of the project;
3. „Partner” – means an entity indicated in an Application Form, who participates in the Project and who is bound to the Lead Partner by means of a partnership agreement concerning a project implementation;
4. „Central ICT system” – means an ICT system which supports the implementation of the Programme, the development and operation of which is a responsibility of a minister competent for regional development in Poland;
5. „Partner Progress Report” – means an application for payment submitted by the Lead Partner or Partner to a competent Controller according to the principles defined in the current version of the Programme Manual and in the agreement, which describes progress in the implementation of the part of the Project to be implemented by a given Partner or by the Lead Partner;
6. „Co-financing” – means funds originating from ERDF;
7. „Programme documents” – means documents approved by the Managing Authority or Monitoring Committee, which are applicable to the Programme implementation;
8. “ERDF” - means European Regional Development Fund
9. „E-documents” – means documents which exist only in electronic version or copies thereof, original e-documents which also exist on paper, as well as scanned documents and photocopies of original paper documents, described by the Lead Partner or the Partner in accordance with the requirements defined in the current version of the Programme Manual;
10. „Monitoring Committee” – means the Monitoring Committee, referred to in Article 47 of the general Regulation.
11. „Controller” – means the controller, referred to in Article 23.4 of ETC Regulation;
12. „Financial correction” – means an amount by which the co-financing for a project is decreased due to an irregularity detected in an approved Partner Progress Report or in Project Progress Report;
13. “Direct staff costs” – means the costs of staff directly engaged in the project implementation, settled within the budget line: Staff costs;
14. „Indirect costs” – means costs which are necessary for a Project implementation, but which do not relate directly to its main subject; the costs are defined in the current version of the Programme Manual under the budget line: office and administration costs;
15. „National contribution” – means Lead Partner’s and Partner’s own contributions in the total cost of the Project, as provided for in the Application Form, which is a sum of national funds – both public and private ones;
16. „Lump sum” – means grants in a form, referred to in Article 67.1 (c) of the General Regulation;
17. „Irregularities” – means irregularities, referred to in Article 2.36 of the General Regulation.
18. „Programme” – means Interreg V-A Poland – Denmark – Germany – Lithuania – Sweden (South Baltic) Programme 2014-2020, approved by a Decision of the European Commission No dated
19. „Project” – means an undertaking aiming at reaching an assumed goal defined by means of outcome indicators defined in the Application Form, implemented under the Programme based on an agreement;
20. “The Lead Partner’s Account” – means the bank account to which the co-financing is transferred, indicated in the introduction of the agreement;
21. “Programme Account” – means the bank account in which the ERDF funds are gathered for the needs of the Programme, transferred by the European Commission;
22. „ETC Regulation” – means 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 (OJ L 347, 20.12.2013, pp. 259-280);

23. „General Regulation” – means Regulation 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 replacing Council Regulation (EC) No 1083/2006 (OJ. L 347, 20.12.2013, pp. 320-469);
24. „SL2014” – means the main application of Central ICT system, which fulfils the requirements set out in Article 122. 3 and Article 125. 2(d) of the General Regulation and Article 24 of the Commission Delegated Regulation (EC) No 480/2014, and which supports the current process of the Programme management, monitoring and evaluation, in which data is collected and stored concerning projects implemented and which makes it possible for Partners and Lead Partner to reimburse the projects;
25. „Flat-rate” – means a form of grant, referred to in Article 67.1 (d) of the General Regulation;
26. „Co-financing rate” – means a quotient of the value of funding allocated for the whole project and the total values of eligible expenditures of the project expressed in percentages accurate to the second decimal place. Co-financing rate may not exceed 85.00% of eligible expenditures for the Lead Partner and particular Partners;
27. „Programme website” – means www.southbaltic.eu;
28. „Durability”– means a prohibition on introducing major modifications to the project within 5 years of the final payment to the Partner, as referred to in Article 71 of the General Regulation;
29. “Partnership agreement” - means an agreement concluded between the Lead Partner and Partner, defining joint rights and obligations concerning the project implementation.
30. „Application Form” – means an Application Form a project under the Programme No together with all the attachments, as approved by the Programme Monitoring Committee on which constitutes an Annex No to the agreement, as amended;
31. „Project Progress Report” – means an application for payment submitted by the Lead Partner to the Joint Secretariat according to the rules specified in the current Programme Manual and in the agreement, presenting the progress in the performance of the whole project;
32. „Joint Secretariat”– means an entity, referred to in Article 23.2 of ETC Regulation;
33. „Eligible expenditures” – means expenditures or costs duly incurred by the Lead Partner or Partner, which are eligible for co-financing allocated for the Programme implementation, in reference of implementing a Project under the Programme, pursuant to an agreement, the EU regulations and national regulations of the Partner and pursuant to the current version of the Programme Manual;
34. „Non-eligible expenditure” – means each and every expense or cost which cannot be deemed eligible expenditure;
35. „Irregularity” – means irregularity, referred to in Article 2.36 of the General Regulation.

§ 2

SUBJECT OF THE CONTRACT

1. The Subject of the Agreement comprises the specification of the terms and conditions according to which the Managing Authority shall transfer co-financing to perform the project and the Lead Partner shall perform the project in accordance with the Application Form and the Monitoring Committee’s decision.
2. In particular, the Agreement shall specify the Parties’ rights and obligations referring to the implementation of the project in the scope of the way and conditions according to which the co-financing is transferred and following activities are performed: monitoring, requests of

payment, transfer of co-financing, control and audit, information and promotion as well as project management.

3. During the project implementation and during its durability, the Lead Partner shall act in accordance with:
 - 1) the EU law and domestic regulations binding on the Lead Partner, in particular:
 - a. ETC Regulation;
 - b. 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 (OJ EU L 347, 20.12.2013, p. 289-302);
 - c. *General Regulation*;
 - d. implementing Regulations of the European Commission which complement the General Regulation, ETC Regulation and the Regulation, referred to under item 1 letter (b);
 - e. national regulations concerning personal data protection
 - 2) current versions of programme documents, in particular:
 - a. Interreg V-A Poland – Denmark – Germany – Lithuania – Sweden (South Baltic) Programme 2014-2020 approved by the Decision of the European Commission No dated
 - b. Programme Manual, posted on the Programme website;
 - 3) national and EU principles and guidelines, in particular:
 - a. *Commission interpretative communication on the Community law applicable to contract awards not or not fully subject to the provisions of the Public Procurement Directives* (OJ C 179, 01.08.2006);
 - b. a document issued by the European Commission, concerning the determination of financial corrections.
4. The Lead Partner states that he has familiarised with the aforementioned documents, he acknowledges the way of presenting him the amendments of these documents as well as he acknowledges that the implementation of the project started before the conclusion of this agreement shall constitute the subject of verification mentioned in § 9 and 10 of this agreement.
5. Lead Partner confirms the truthfulness of the data included in the Agreement and Annexes constituting its integral part.
6. The Lead Partner shall provide that all Partners shall be obliged to adhere to the binding provisions of the European and national law, current programme documents and the national and European rules and guidelines mentioned in item 3.

§ 3

PARTNERSHIP AGREEMENT

1. Lead Partner shall regulate the mutual cooperation rules with the Partners, in particular it specifies the tasks and obligations arising from the project performance in the partner agreement.
2. The Lead Partner shall submit the Partnership Agreement signed by all Partner to the Joint Secretariat within [dd.mm.yyyy], not later than the date of filing the first Project Progress Report specified in the current Programme Manual].
3. The Partnership Agreement includes the provisions consistent with the *Minimal scope of the partner agreement* drawn up by the Managing Authority and made available to the Lead Partner via the Programme website. The partner agreement may include additional provisions agreed between the Lead Partner and the Partners in order to implement the project

4. In particular, the Lead Partner shall oblige the Partners in the Partnership agreement to adhere to the provisions of the agreement in the following scope during the implementation and settlement of their part of the project:
 - 1) the subject of the agreement and getting to know and proceeding in accordance with the documents mentioned in § 2 item 3;
 - 2) to abide by the period of the project implementation indicated in § 5 in connection with the part of the project performed by particular Partners;
 - 3) ownership rights (§ 7)
 - 4) obligations indicated in § 8:
 - 5) verification of the expenditures and filing Partner Progress Report in accordance with §9;
 - 6) incur the exchange rate risk within payments for the project (§ 10 ust. 13);
 - 7) recovery of funds (§ 11)
 - 8) controls and audits (§ 12);
 - 9) information and promotion (§ 13)
 - 10) abiding by the procedure of introducing amendments in the agreement (§ 14);
 - 11) processing personal data (§ 19)
 - 12) using the central ICT system (§ 20, excluding item 3)

§ 4

PROJECT BUDGET

1. Project co-financing amounts to no more than: EUR (say: EUR), whereas the co-financing rate for particular Partners shall be specified in the Application Form .
2. Co-financing is intended to refund the eligible expenditures incurred in connection to the project implementation.
3. The Lead Partner at its name and in the name of all Partners shall undertake to make national co-financing aimed to the project implementation in the amount not smaller than the difference between the total eligible expenditures of the project and co-financing
4. [The payment of the co-financing for the project covers the refund of the real incurred eligible expenditures, the payment of the lump sum for the preparation costs, payment of the flat rate for the indirect costs or payment of the lump sum for the staff costs (~~delete inappropriate~~) – in accordance with the project budget presented in the Application Form.]
5. Appropriately, the Lead Partner or the Partners shall cover all ineligible expenditures within the project or expenditures incurred improperly.
6. The project shall be performed in accordance with the Application Form, including the project budget specified in it as amended according to § 14 of the agreement and programme documents.

§ 5

PROJECT IMPLEMENTATION PERIOD

1. Project implementation period is as follows:
 - 1) Date of starting the factual activities in the project: [date/month/rate];
 - 2) Date of ending the factual activities in the project: [date/month/rate];
 - 3) Date of filing the Final Project Progress Report is: [date/month/rate];

§ 6

LEAD PARTNER'S LIABILITY

1. The Lead Partner shall be accountable to the Managing Authority for the overall coordination, management and implementation of the Project. The Lead Partner shall be accountable for all actions taken by the Partners the result of which shall be the infringement of the obligations under the agreement and Partnership agreement.
2. The Lead Partner shall bear exclusive liability towards the third party for the damage which has occurred in connection with the project implementation. The Lead Partner shall resign from all claims towards the Managing Authority for all damage caused by it or the Partners or any third party in connection with the implementation of this project.
3. Should the Managing Authority pursuant to the agreement demand the return of the part or whole co-financing, the Lead Partner shall be liable for the recovery of the appropriate amount of the co-financing from the appropriate Partner and the return of this amount in the term specified in the call to return funds issued by the Managing Authority according to the rules specified in § 11.

§ 7

FORM OF OWNERSHIP

1. The ownership and other property rights resulting from the project shall belong to, respectively, the Lead Partner or the Partners.
2. Lead Partner shall ensure that the products and results of the project are used in such a manner as to guarantee their wide dissemination and making them publicly available, in line with the Application Form.

§ 8

RIGHTS AND OBLIGATIONS OF THE LEAD PARTNER

1. Lead Partner ensures that double financing of eligible expenditure from the EU funds or other sources does not take place within the project under implementation;
2. Lead Partner keeps separate accounting records or a separate accounting code for the purpose of implementation of the project, in a way which enables the identification of each financial operation carried out under the project², under conditions set out in the current Programme Manual;
3. Lead Partner presents in his own Partner Progress Reports and Project Progress Reports only eligible expenditure and the expenditure which is in line with the Application Form;
4. Lead Partner ensures that the public is informed about the funding of the project, in accordance with the requirements referred to in Article 115(3) of the General Regulation in the Commission Implementing Regulation (EU) No 821/2014 of 28 July 2014. (OJ L 223, 29.7.2014, p. 7-18), and in the current version of Programme Manual
5. Lead Partner, under the pain of sanctions specified in § 15, monitors the progress of achieving the target values of the output indicators defined in the Application Form;
6. The Lead Partner regularly monitors the progress in the implementation of the project in relation to the content of the Application Form and other annexes to the Application Form and promptly informs the Joint Secretariat of any irregularities, circumstances, delays or situation that prevent or delay the full implementation of the project, or of the intention to discontinue the implementation of the project.
7. Lead Partner immediately inform the Joint Secretariat of the circumstances which influence the reduction of eligible expenditure of the project, especially of the possibility to reclaim VAT and of the revenue which was not taken into account at the stage of granting the co-financing;

²Shall not concern expenditure settled using a flat rate method.

8. Lead Partner immediately informs the Joint Secretariat of savings in the Project, especially these resulting from the tender procedures which were conducted and completed with a signature of the award of the public procurement contract;
9. Lead Partner prepares and conducts public procurement procedures as well as to award public contracts under the project in accordance with the provisions of UE and national law or with the principle of competitiveness, described in detail in the current version of the Programme Manual;
10. Lead Partner immediately informs the competent Controller of the conclusion of the award of the public procurement contract and any amendment made to this contract, concluded with the contractor in the framework of the Project implementation;
11. Lead Partner provides the competent Controller with the documentation concerning the public procurement in relation with the implementation of his part of the Project immediately after awarding the public procurement contract;
12. Lead Partner prepares and submits within 15 calendar days, after the end of the reporting period, his own Partner Progress Reports, referred to in § 9 section 1 and within 15 calendar days from the date of the certification of Partners Progress Reports of all Partners, Lead Partner prepares and submits the Project Progress Reports , referred to in § 10 section 1, and corrects the errors found in them and explains or supplements respectively the Managing Authority, the Joint Secretariat or the appropriate Controller in the dates indicated by these institutions.
13. Lead Partner makes available documents and provides the necessary explanations to the competent Controller, Joint Secretariat or Managing Authority, within the time-limits specified by these entities. At the same time, if there is no possibility to provide all the explanations within a specified time period, Lead Partner shall submit to the appropriate Controller, his own revised Partner Progress Report or to the Joint Secretariat the revised Project Progress Report, reduced by the amount of expenditures requiring the additional explanations within the time period specified by the appropriate Controller, Joint Secretariat or the Managing Authority.
14. Lead Partner cooperates with the external controllers, auditors, evaluators and submits to inspections or audits conducted by the authorized national and European Services, as well as monitors the implementation of the recommendations from these audits or inspections by the Partners.
15. The Lead Partner after receiving co-financing from the Managing Authority shall transfer to the other Partners, the corresponding part in the amount resulting from the Project Progress Report, as referred to in § 10 section 1, without undue delay and without any deductions.
16. Lead Partner shall immediately inform the Managing Authority about such a change in his legal status or any of his Partners, which results in a failure to meet the requirements with regard to the Lead Partner or Partner specified in the Programme.
17. Lead Partner shall immediately inform the Joint Secretariat and the Managing Authority of a bankruptcy, liquidation or bankruptcy of any of the Partners of the project.
18. Lead Partner shall keep the documentation concerning the implementation of the project for the period of at least five years from the date of the final payment for the project or for the period of two years from 31 December following the submission of the statement of expenditure to the European Commission by the Certifying Authority, which includes recent expenditure concerning the project – depending on which time limit expires later.
19. Lead Partner, under the pain of sanctions specified in § 16, is responsible for maintaining the sustainability of the project for a period of five years from the date of final payment made by the Managing Authority and under the conditions specified in the provisions of the European law and the current Programme Manual;
20. Lead Partner, if a Partner withdraws from the project, in a portion for which a given Partner was responsible - ensure that the products which are the Project outcome shall be used in accordance with the agreement and shall be durable.
21. In the event when the Lead Partner fails to comply with his obligations in terms of: applying for payment, information, promotion and submission to an inspection or audit, the Managing Authority may, regardless of the rights of the Managing Authority, terminate the agreement in

accordance with § 17, withhold the payments for the project until Lead Partner fulfil his obligations.

§ 9

SUBMITTING A PARTIAL PAYMENT APPLICATION AND VERIFICATION OF EXPENDITURE

1. The Lead Partner shall submit its Partner Progress Report from the implementation of the Partner's part of the project along with Annexes to the competent Controller within the time-limits and under the conditions specified in the Agreement, according to the provisions of the current version of the Programme Manual.
2. As a rule, a Partner Progress Report shall be submitted for the period of 6 consecutive months, in accordance with the 6-month reporting cycles: from 1 January to 30 June and from 1 July to 31 December/ from 1 April to 30 September and from 1 October to 31 March (~~delete if not applicable~~), while the beginning of the first reporting period begins on the day of the initiation of substantive actions in a project, defined in § 5(1)(1).
3. The Controller shall verify the Partner Progress Report and the eligibility of the incurred expenditures declared therein. The verification shall be in line with the provisions, guidance or procedures specified in a given Member State with the account of rules established in the Programme.
4. Administrative verification of the Lead Partner's expenditure shall be with the use of SL2014, on the basis of the data recorded in it and documents submitted by the Lead Partner.
5. Should errors be found in a Partner Progress Report, the Controller:
 - 1) fills in the deficiencies or corrects errors, if they are obvious, and informs the Lead Partner;
 - 2) calls for the Lead Partner to correct or fill in the Partner Progress Report or to provide additional explanations.
6. Upon request of and within the deadlines specified by the Controller, the Lead Partner submits documents required for verification of Partner Progress Report, corrects Partner Progress Report, removes errors, and submits additional explanations as well as supplementary information.
7. In the case of clearing indirect costs using the flat rate specified in the Application Form, the amount of such costs is approved by the Controller, accounting for such rate and for the value of certified direct costs of the Lead Partner, other than personnel costs.
8. In the case of clearing indirect personnel costs using the flat rate specified in the Application Form, the amount of such costs is approved in each Partner Progress Report by the Controller, accounting for the value of such rate and for the value of certified direct costs of the Lead Partner, other than personnel costs.
9. In the case of clearing preparatory costs, the Controller approves their amount for the Lead Partner, in accordance with the lump sum indicated in the approved Application Form.
10. If during verification of Partner Progress Report it is established that there has been a breach of national or Union regulations, or the principles concerning project implementation specified in the current version of Programme Manual, in particular as regards public procurement or the need to safeguard the principle of competition, described in detail in the current version of Programme Manual, then relevant expenditures may be found as fully or partially irregular, and reduced by the Controller in Partner Progress Report. The above is applicable also to expenditures incurred prior to signing the agreement. Establishing the amount of irregular expenditures connected with public procurement or the need to safeguard the principle of competition shall be in compliance with national regulations or principles. If in a given member state there are no relevant regulations or rules, the amount of irregular expenditures shall be established using the current document on financial corrections, issued by the European Commission .
11. The rules of procedure in the case of establishing irregular expenditures are regulated by the current Programme Manual or by national guidelines on correcting expenditures and imposing financial corrections, if such guidelines are established in a given member state.

12. The income generated in a given accounting period in result of project implementation, in its part implemented by the Lead Partner that had not been accounted for at the stage of allocating the amount of co-financing for the project, reduces the amount of eligible expenditures and the amount of funding for the Lead Partner.
13. The result of verification of Partner Progress Report, including the amount classified as eligible and the amount of co-financing, is forwarded by the Controller to the Partner, in compliance with the principles specified in the current version of Programme Manual.

§ 10

TRANSFER OF THE CO-FINANCING FOR THE PROJECT

1. Lead Partner draws up a Project Progress Report based on the Partners Progress Reports and through SL2014 submits it to the Joint Secretariat on the terms specified in the agreement and the current Programme Manual.
2. As a rule, a Project Progress Report shall be submitted for the period of 6 consecutive months, in accordance with the 6-month reporting cycles: from 1 January to 30 June and from 1 July to 31 December/ from 1 April do 30 September and from 1 October to 31 march (~~delete if not applicable~~), while the beginning of the first reporting period begins on the day of the initiation of substantive actions in a project, defined in § 5(1)(1).
3. In justified cases, especially if the Programme is in jeopardy of cancelling obligations resulting from the n+3 principle, the Joint Secretariat, may request Lead Partner to submit an additional Project Progress Report, covering the reporting period which is different from the standard reporting period. In this case, the Lead Partner shall submit a Project Progress Report under the conditions set by the Joint Secretariat
4. In the justified cases related to ensuring the most efficient implementation of the project, the Lead Partner may ask the Joint Secretariat for the opportunity to make an additional Project Progress Report covering different than the standard reporting period.
5. The Lead Partner shall submit to the Joint Secretariat the Final Project Progress Report within the period specified in § 5 section 1 point 3 under the terms of the current Programme Manual.
6. When the project is completed during one reporting period from the date of signing the agreement, the Lead Partner shall submit to exclusively the Final Project Progress Report to the Joint Secretariat.
7. The Joint Secretariat verifies the Project Progress Report using SL2014, based on the data registered in it and the documents submitted by the Lead Partner.
8. Should errors be found in a Project Progress Report, the Joint Secretariat:
 - 1) fills in the deficiencies or corrects errors, if they are obvious, and informs the Lead Partner;
 - 2) calls for the Lead Partner to correct or fill in the Project Progress Report or to provide additional explanations in the time period specified by the Joint Secretariat.
9. The co-financing requested by the Lead Partner in the Project Progress Report may be reduced as a result of the arrangements of the Managing Authority. The above may relate to expenditures incurred prior to signing the agreement. In this case, the Managing Authority submits to the Lead Partner the written information about the arrangements made. The Lead Partner is entitled to appeal against the arrangements of the Managing Authority in accordance with § 18 sections 2-3 and 6-8. After exhausting the procedure set out in § 18 sections 2-3 and 6-8, the Joint Secretariat approves all or part of the eligible amount and the grant amount indicated in the Project Progress Report.
10. Upon approval of the Project Progress Report and providing a payment order by the Joint Secretariat, the Managing Authority transfers the co-financing regarding the Project Progress Report from the account of the Programme to the account of the Lead Partner.
11. The payment order may be reduced if there is a need for a recovery of principal amount or the interest referred to in § 11 section 11, in reference to the notice to return the funds, referred to in § 11 section 5.

12. The co-financing arising from the approved Project Progress Report is transferred to the account of the Lead Partner, subject to the availability of funds in the account of the Programme.
13. The co-financing arising from the approved Project Progress Report is transferred to the account in EUR. The currency exchange rate risk is borne by the Lead Partner.
14. The transfer of the co-financing shall be made within 90 calendar days of the receipt by the Joint Secretariat the complete and correct Project Progress Report, subject to section 12. The payment term may be interrupted by the Managing Authority as the Lead Partner is informed in writing including giving reasons, if:
 - 1) the amount included in the Project Progress Report is undue or the relevant supporting documents have not been submitted or
 - 2) the proceedings concerning possible irregularities affecting the expenditure has been initiated.
15. The total amount of the co-financing transferred to the Lead Partner in respect of all project payment applications cannot exceed the amount of co-financing and co-financing rate level in accordance with § 4 section 1

§ 11

RECOVERY OF FUNDS

1. If co-financing was paid due to ineligible expenditures, unduly incurred expenditures or if the agreement was violated, or if the funds were taken unduly or in excessive amount, then Lead Partner returns the improperly paid co-financing, in whole or in part. The above is applicable also to expenditures incurred prior to signing the agreement.
2. The Managing Authority, on the basis of the decision of the Monitoring Committee and in connection with the art. 122 paragraph 2 of the General Regulation, may waive the recovery of the co-financing provided if the amount due does not exceed 250 euros.
3. If the Managing Authority establishes that the conditions specified in paragraph 1 exist, the Managing Authority may impose financial correction and initiate the procedure of fund recovery. The Managing Authority informs the Lead Partner about the imposition of financial correction and the intention to recover funds.
4. If the Lead Partner does not agree with the arrangements of the Managing Authority referred to in section 2, he may appeal in the manner specified in § 18 sections 2-3 and section 6-8.
5. Having exhausted the activities referred to in sections 3-4, the Managing Authority will issue the notice to return the funds, stating the conditions and the date as well as the bank account into which the funds shall be returned by the Lead Partner funds.
6. The Lead Partner returns the funds in accordance with the notice to return the funds issued by the Managing Authority. In justified cases, the Managing Authority may extend the period for a refund.
7. If the Lead Partner does not make a refund based on the notice to return the funds, referred to in section 5, within the period specified therein, the Managing Authority reduces the amount of co-financing from the subsequent Project Progress Report by the amount payable for refund with the interest referred to in section 11, subject to section 10. If the amount due exceeds the amount of the co-financing on accounts of the subsequent Project Progress Reports, the Managing Authority may take further legal actions against the Lead Partner to recover the missing funds, subject to section 10.
8. If the recovery of the co-financing on accounts of the expenditures referred to in section 1 is necessary, the Managing Authority indicates in the notice to return the funds, as referred to in section 5, the Partner, from whom the Lead Partner should recover the funds.
9. If the Lead Partner, after the due date specified in the notice to return the funds issued for the Partner, fails to recover the funds, he shall inform the Managing Authority electronically or in writing and re-issue the notice to return the funds to the Partner. The due date set in total for both notices for return the funds submitted to the Partner, after the date of receipt of the notice from the Partner, shall not be shorter than weeks. If the Lead Partner, after the due

date specified in the second notice to return the funds issued for the Partner, fails to recover the funds, he shall inform the Managing Authority electronically or in writing.

10. In the case of submitting by the Lead Partner the Managing Authority the notices referred to in section 9, the Managing Authority can withdraw from the activities referred to in section 7. In this case, the Managing Authority is taking action to recover funds from the Member State concerned on whose territory the Partner has his registered office in accordance with the Art. 27 paragraph 3 of the ETC Regulation, or to reduce the payment of the fund under the subsequent Project Progress Reports by the amount due, along with interest referred to in section 11. This reduction can be made to the amount due in respect of subsequent Partner Progress Reports for the Partner to which the notice to return the funds concerns.
11. Interest is calculated on a daily basis, starting from the day following the day when the deadline specified in the reimbursement request, referred to in paragraph 5, expires and ending on the day when the funds from the Lead Partner are credited to the Programme account or, if the amount paid out for subsequent Project Progress Reports is decreased by the amount owed with interest - until the day when the Project Progress Report is approved by the Joint Secretariat. The interest rate is % point above the base rate applied by the European Central Bank in its main refinancing operations on the first working day of the month in which the payment is due.
12. At the request of the Lead Partner the co-financing for the project may be reduced by the amount corresponding to the return payment.
13. If there exist conditions allowing for recovery of VAT classified in the project as eligible, the Lead Partner reimburses the amount of VAT refunded thus far.
14. If a Member State, in whose territory a Lead Partner is located, covers the liabilities of the Lead Partner towards the Managing Authority, the Member State has the right to request the reimbursement of the resources from the Lead Partner.
15. If a Member State, in whose territory a Partner is located, covers the liabilities of the Partner towards the Lead Partner, the Member State has the right to request the reimbursement of the resources from the Partner.

§ 12

CONTROLS AND AUDITS

1. The Lead Partner is subject to verifications and audits in the scope of correctness of project implementation and sustainability, which are carried out by authorised entities, in compliance with national and EU regulations.
2. The Lead Partner shall give access to all the documents on project implementation, in particular the electronic versions of documents and documents used to create them, to the entities referred to in paragraph 1, throughout the entire period when such documents are kept, referred to in § 8(18).
3. The Lead Partner shall take corrective action within the deadlines specified in the post-control recommendations, given during the above-mentioned verifications and audits.
4. The Lead Partner shall provide the entities carrying out verifications and audits with the information on former controls of the project, carried out by other authorised entities.

§ 13

INFORMATION AND PROMOTION

1. All the project information and promotional activities shall be carried out in compliance with the rules specified in subparagraph 2.2 of Annex XII to General Regulation, in Commission Implementing Regulation (EU) No 821/2014 of 28 July 2014. (OJ L 223, 29.7.2014, p. 7-18), and in the current version of Programme Manual. In particular, the Lead Partner and the other Partners are required to:
 - 1) mark with the Programme logo and the European Union symbol the following: all the information and promotional activities concerning the project; all the documents related to project implementation made publicly available as well as all the document and materials for people and entities participating in the project;

- 2) place at least one poster with a minimum format A3 or an information board and/or memorial board at the site of project implementation;
 - 3) place a description of the project on a website - if Partners have their websites;
 - 4) informing people and entities participating in project implementation about the co-financing obtained for the project,
 - 5) document the information and promotional activities carried out under the project.
2. The Lead Partner or each of the Partners shall ensure that if they publish, in any form, any information on the project which has not been agreed upon or consulted with the Managing Authority or the Joint Secretariat, that all such information and publications include a statement that the Managing Authority is not responsible for their contents.
 3. The Lead Partner will provide the submission, by himself and the Partners to the Joint Secretariat, the written information about the achievements of the project.
 4. Lead Partner shall submit to the Managing Authority, via the Joint Secretariat, the existing audio-visual documentation from project implementation and shall give their consent for the use of such documentation by the Managing Authority or the Joint Secretariat.
 5. Lead Partner gives permission to Managing Authority and institutions that it specified for publication of information referred to in Article 115(2) of the General Regulation and audiovisual documentation of the implementation of project in any form and through any media.

§ 14

AMENDMENTS TO THE AGREEMENT

1. The amendments to the agreement and its annexes which constitute its integral part may be introduced only during the implementation of the project activities, i.e. until the date specified in § 5 section 1 point b and in accordance with the principles described in the current Programme Manual, subject to § 20 section 9, otherwise shall be null and void.
2. Making the change in the agreement requires the following rules:
 - 1) The amendments in the assumed project cannot result in changes to the project's objectives.
 - 2) Any amendment to the agreement must be in writing, otherwise shall be null and void, subject to sections 3-5.
 - 3) The amendments in the Annexes to the agreement do not require the amendment to the contract in the form of an annex, unless they have a direct impact on the content of its provisions.
 - 4) Changes of the project bank account and SWIFT or IBAN code, as well as change of the name and address of the bank in which the account was opened, do not require the amendment to the contract in the form of an annex, however they are reported by the Lead Partner to the Managing Authority in writing or using the SL2014. In case where Lead Partner do not inform the Managing Authority of the change of the bank account, the Lead Partner shall bear all related costs.
 - 5) The change of the date of the Final Project Progress Report, as defined in § 5 section 1 point 3, does not require amendment to the contract in the form of an annex, however, it requires the approval of the Joint Secretariat.
3. The requests for amendment shall be submitted not later than two months before the end of the project activities, as defined in § 5 section 1 letter b. Failure to meet this deadline may result in refusal to examine the request for the change.

§ 15

INADEQUATE PROJECT IMPLEMENTATION

1. If target values of the output indicators identified in the Application Form were not achieved, the Managing Authority:
 - 1) may adequately reduce the value of funding;
 - 2) may request reimbursement of part or total of the paid amount of co-financing to the Lead Partner.
2. If the Lead Partner documents the independent causes of the failure properly to achieve the declared in the proposal target values and shows his efforts or the efforts of the Partner aimed at achieving the indicators, the Managing Authority may waive the imposition of sanctions referred to in section 1.
3. If the objective of the project was achieved and the Lead Partner or Partner breached the due diligence during the project implementation, the Managing Authority may demand the reimbursement of the part of the project co-financing paid to the Lead Partner. The amounts in all budget lines of the project related to measures implemented not in line with assumptions presented in the Application Form, may be reduced in an appropriate manner.

§ 16

FAILURE TO REACH TARGET VALUES OF FINANCIAL INDICATORS

If the program is prejudiced by the risk of cancellation of the liabilities resulting from the n+3 principle and it is found that the project does not expend a minimum of 80% of the cumulative financial goal for the next third period assumed in the Application Form, the Managing Authority has the right to reduce the co-financing, in accordance with the procedure and methodology described in the current Programme Manual.

§ 17

FAILURE TO MAINTAIN THE PROJECT DURABILITY

1. If the durability of the project is not maintained, the Lead Partner shall return the co-financing in accordance with § 11 of the Agreement

§ 18

TERMINATION OF THE AGREEMENT

1. The Managing Authority shall have the right to terminate the agreement with month(s) notice period, if the Lead Partner:
 - 1) received a co-financing on the basis of false declarations or incomplete statements or documents;
 - 2) received a co-financing on the basis of non-disclosure, despite the existing obligation of disclosure in order to misappropriation or wrongful retention of received funds;
 - 3) the implementation of the agreement did not comply with national or European legislation or the provisions of the documents referred to in § 2 section 3 points 2 and 3;
 - 4) misused all or part of the awarded co-financing or violated the European and national legislation, the current program documents and the national and European rules and guidelines or contrary to the provisions of the agreement or used all or part of the awarded co-financing unduly or in excessive amounts;
 - 5) is not able to complete the implementation of the project within the period specified in § 5 section 1 point 2) and when the delay is greater than 6 months in relation to the activities planned in the Application Form and its annexes;
 - 6) due to reasons attributable to him did not start the project implementation within 3 months from the date of the project implementation as defined in § 5 section 1 point 1;
 - 7) ceased the project implementation or he implements the project in a manner inconsistent with the agreement;

- 8) due to reasons attributable to him did not achieve the intended project objectives;
 - 9) due to reasons attributable to him did not achieve the intended project products;
 - 10) failed to provide all Project Progress Reports, required under the agreement;
 - 11) refuses to submit to an inspection or audit of the authorized institutions;
 - 12) failed to introduce countermeasures against the established irregularities within the specified period;
 - 13) failed to submit the required information or documents despite a written request from the Managing Authority and other bodies authorised to control, where the date and the legal consequences of failure to comply with the request of the Managing Authority and other authorities responsible for inspections were given;
 - 14) is not able to prove that Project Progress Report include a complete and accurate data, and that the reported expenditures are eligible;
 - 15) is in liquidation or the bankruptcy proceedings have been initiated or the bankruptcy proceedings were discontinued due to insufficient assets to cover the costs of the proceedings, or when subject to receivership or when its business activities are suspended or is subject to similar proceedings;
 - 16) did not inform the Managing Authority of the change of his legal status or the legal status of any of the project Partners, which results in a failure to meet the requirements of the Lead Partner and the Partner specified in the programme.
 - 17) there is a criminal proceeding against the Lead Partner or the Partner in a corruption case affecting the financial interests of the European Union.
2. In the event of the agreement termination for the reasons referred to in section 1, the Lead Partner shall reimburse the co-financing in accordance with § 11 of the Agreement.
 3. In the event of failure to provide by the European Commission the funds from ERDF for reasons independent of the Managing Authority, the Managing Authority reserves the right to terminate the agreement. In this case, the Lead Partner is not entitled to claim against the Managing Authority under any title.
 4. As a result of the circumstances which prevent further performance of the obligations under the agreement, it may be terminated by the unanimous will of the Parties. In the event of the termination by mutual consent, the Lead Partner has the right to retain the awarded co-financing only in that part of the expenditures which correspond to the correctly implemented part of the project. The agreement may be terminated at the written request of the Lead Partner, if the Lead Partner returns the awarded co-financing in accordance with § 11 of the agreement, subject to §15 section 2.
 5. Regardless of the reasons for termination of the agreement, the Lead Partner shall submit a Final Project Progress Report within the period specified by the Managing Authority and is obligated to archive documents that are related to its implementation in the period referred to in § 8 section 18.

§ 19

RESERVATIONS

1. Detailed rules relating to reservations regarding the results of the inspections referred to in Article 23 of the ETC Regulation, if they have been provided for, were regulated by national legislation referred to in the current Programme Manual.
2. The Lead Partner is entitled to file objections to the arrangements of the Managing Authority in terms of the agreement implementation, other than those regarding the results of the inspection referred to in Art. 23 of the ETC Regulations, and resulting in the termination of the agreement, the reduction of the level of co-financing or the need to recover the funds paid by the Managing Authority as part of the agreement.
3. The reservations referred to in section 2, shall be made by the Lead Partner in writing to the Managing Authority within 14 calendar days. The time limit begins from the day following the date of receipt by the Lead Partner the written information from the Managing Authority.

4. The reservations made after the deadline specified in section 3 or the reservations which do not meet the requirements referred to in section 2 are left unexamined. The information about leaving the objections without consideration is submitted to the Lead Partner within 7 calendar days. The term is calculated from the day following the date of the receipt of the reservations by the Managing Authority.
5. The reservations may be withdrawn at any time by the Lead Partner. The withdrawn reservations shall not be examined.
6. The reservations made within the period specified in the section 3 and those which meet the requirements referred to in section 2, are examined by the Managing Authority, no later than within 14 calendar days. The term is calculated from the day following the date of the receipt of the reservations by the Managing Authority, subject to section 7.
7. During the examination of objections, the Managing Authority may carry out any additional steps or require the production of documents or submission of the additional clarification in the manner specified by the Managing Authority. Taking by the Managing Authority, during the examination of the reservations, the additional tasks or activities, interrupts the period referred to in section 6. The information about the interruption of the time period shall be notified immediately to the Lead Partner. After conducting the additional steps or actions the time period runs anew
8. The Managing Authority shall inform the Lead Partner on the result of the reservations examination, stating the reasons for its position. The position of the Managing Authority is final.

§ 20

PROCESSING OF PERSONAL DATA

1. Article 31 of the Act of 29 August 1997 on the Processing of Personal Data (Law Gazette, of 2014, item 1182 with further amendments) the Submitter, as a personal data controller shall entrust to the Lead Partner the duty of personal data processing, in the name of and on the behalf of the Submitter, under the conditions laid down in the agreement hereby, in accordance with the following data sets:
 - 1) South Baltic Programme 2014–2020;
 - 2) Central ICT system supporting the implementation of operational programmes, hereinafter referred to as the "CICTS".
2. The scope of personal data entrusted to the Submitter for the purpose of processing by the Lead Partner is specified as follows:
 - 1) in Annex No to this Agreement for the filing system referred to in point 1 of paragraph 1;
 - 2) in Annex No to this Agreement for the filing system referred to in point 2 of paragraph 1.
3. The personal data shall be entrusted to the Lead Partner by the Submitter, solely in order to implement this agreement hereby.
4. Submitter authorises the Lead Partner to further entrusting, in the name and on the behalf of the Submitter, the personal data entrusted for processing, to:
 - a) Partners, with the possibility of further entrusting by those Partners, the personal data entrusted for the processing, to their data controllers (applicable to the Partners from Germany, Lithuania or Denmark), or
 - b) Data Controller (for the Data Controller of the Lead Partner from Germany, Lithuania or Denmark), pursuant to the contract or agreement, in a form consistent with and in compliance with the adequate elements of the content of this agreement.
5. The scope of personal data entrusted to the Lead Partner in order to be processed shall not be larger than the one defined in Annexes No ... and ... to this Agreement. Moreover, the scope of personal data shall be adapted to tasks implemented under the project.

6. Submitter shall authorise the Lead Partner to issue and revoke the authorisation for employees of the Lead Partner, on personal data processing within the data set, referred to in the paragraph 1 point 1 referred to in the paragraph 1 point 1
7. The Entrusting Party shall authorise the Lead Partner to grant the power of attorney to issue and revoke an authorisation for personal data processing within the data set, referred to in the paragraph 1 point 1:
 - a) by Partners, with the possibility of granting further powers of attorney to issue and revoke an authorisation for processing the personal data within the data set (applicable to the Partners from Germany, Lithuania or Denmark), or
 - b) by the Data Controller (pertains to the Data Controller of the Lead Partner from Germany, Lithuania or Denmark), in regards to the implementation of the tasks within the project scope.
8. The authorisation for the processing of personal data referred to in paragraphs 6 and 7 shall include at least the following elements:
 - 1) indication of legal basis for issuing the authorisation,
 - 2) indication of the scope of the data to be processed,
 - 3) indication of the authorisation validity period,
 - 4) indication of the personal data protection provisions in force in the country concerned and the personal data processing rules referred to in paragraph 11,
 - 5) statement of a person authorised to process personal data, in which the person states that he/she has become acquainted with the applicable provisions concerning the processing of personal data and with the personal data processing rules referred to in paragraph 11.
9. Authorisations for the processing of personal data in the CICTS are automatically transferred by the central ICT system the authorised persons' e-mail address, specified in the application for the grant/change/withdrawal of powers, together with the information about creating an account in the central ICT system. Authorisations for the processing of personal data in the CICTS expire when access to the central ICT system is withdrawn.
10. The Lead Partner shall ensure technical and organisational measures providing appropriate security of personal data to be processed, as required by the provisions on personal data protection applicable to the Partner. In addition, the Lead Partner:
 - 1) with regard to the filing system: South Baltic Programme 2014–2020:
 - a) ensures that the processing of personal data to be processed takes place exclusively within the European Economic Area;
 - b) will develop and apply their own security policy for the protection of personal data and instructions for managing the computer system used for personal data processing, or shall develop other relevant documents, if such obligation arises from the provisions of law applicable for the Lead Partner, concerning the personal data protection
 - c) stores any storage medium in order to protect personal data entrusted for the purpose of processing against: the data being accessed by persons unauthorised to process the data, processed in breach of law, changed without authorisation, lost, damaged or destroyed,
 - d) keeps a register of persons entitled to process personal data.;
 - 2) with regard to CICTS filing system:
 - a) provides technical and organisational means specified in *Regulations concerning the security of information processed in the main application of central ICT system*,
 - b) keeps a list of buildings, rooms and their parts which constitute the area in which personal data submitted for processing are processed.
11. Lead Partner shall ensure:
 - 1) that personal data submitted for processing are processed in line with the rules specified in provisions concerning personal data protection applicable to the Lead Partner,

- 2) in case personal data are processed in an electronic form – that personal data submitted for processing are processed in the central ICT system or in other ICT systems complying with safety standards specified in provisions concerning personal data protection applicable to the Lead Partner;
 - 3) confidentiality of all personal data submitted for processing, as well as confidentiality of information on the means of securing personal data, also after terminating this agreement,
 - 4) that access to personal data submitted for processing is restricted exclusively to persons and employees authorised to process personal data submitted for processing,
 - 5) constant supervision over personal data submitted for processing,
 - 6) removal of rewritable electronic media storages on a permanent and irreversible basis, as well as destruction of paper-based and single-use electronic media storages, which are storing the entrusted personal data for processing, within not more than 30 working days from the date of expiry of the term for archiving the data, referred to in Section 8 paragraph 19.
12. Submitter confides processing of personal data for the period not longer than 30 working days from the end of the period of data archiving, referred to in the Section 8 paragraph 19
13. The Lead Partner shall immediately inform the Submitter regarding:
- 1) any breaches of obligations with regard to ensuring the safety of personal data submitted for processing, any breaches of confidentiality of such personal data and any cases of misuse of such data,
 - 2) any actions taken by the Lead Partner or any actions taken by entities authorised by the Partner to process personal data in cases conducted especially by services competent in a given field, the police or courts,
 - 3) any circumstances having an impact on the processing of personal data submitted for processing, upon request.
14. Submitter shall authorise the Lead Partner to fulfil his obligation to provide information to persons whom the data concern, if such an obligation stems result from the provisions concerning personal data protection applicable to the Lead Partner.
15. The Lead Partner shall ensure that the Submitter or an entity authorised by the Submitter is able to carry out controls in order to verify whether the personal data submitted for processing are processed in accordance with applicable regulations and in line with this Agreement in places where such data are processed. Written notification about the intention to carry out a control should be submitted to the Lead Partner at least 5 calendar days prior to the date of control.
16. In case the Submitter becomes aware of a serious breach of obligations specified in relevant provisions or in this agreement by the Lead Partner, the Lead Partner shall make it possible for the Submitter or an entity authorised by the Submitter to carry out an unannounced control.
17. During a control carried out in line with paragraph 15 or 16 the Submitter or an entity authorised by the Submitter shall be entitled in particular to:
- 1) gain access to rooms in which the filing system of personal data submitted for processing is stored and to rooms in which personal data submitted for processing are processed outside of the filing system during working hours of the controlled entity and after presenting an authorisation naming the holder,
 - 2) carry out necessary examinations and other control-related activities,
 - 3) demand that persons authorised to process personal data give written or oral explanations necessary to establish the relevant facts,
 - 4) consult any documents and any data directly related to the purpose of the control and to make copies of such documents,
 - 5) carry out visual inspections of devices and storage media, as well as the ICT system used to process personal data submitted for processing at client stations.

18. The Lead Partner shall be obliged to comply with the Submitter's recommendations on how to improve the quality of personal data security and process such data within the deadlines specified by the Submitter.
19. Submitter shall oblige the entities, referred to in the paragraph 4, to enable the Submitter or authorised entity, to carry out the check, referred to in the paragraph 15 or paragraph 16, and to comply with the recommendations regarding improving the quality of personal data security and the method of its processing, created as a result of the check carried out, within the dates specified by the Submitter.
20. The Lead Partner shall be liable to the third parties, and also towards the Submitter, for the processing of personal data entrusted in violation of the laws applicable to the Lead Partner, regarding personal data protection and the agreement hereby, as well as any damages resulting from such operation.

§ 21

CENTRAL ICT SYSTEM

1. To settle the project under implementation the Lead Partner will use the main application of the central ICT system – SL2014.
2. By means of the SL2014 the Lead Partner shall:
 - 1) draw up, submit and send partial payment applications to the competent Controller,
 - 2) record information about the payment schedule under the project;
 - 3) record information on planned and carried out public procurement procedures, planned and awarded contracts in accordance with the competitiveness principle detailed in the current version of the Programme Manual, as well as information on concluded contracts and selected contractors and project personnel,
 - 4) corresponds with the competent Controller on the project under implementation and provides, upon request of the Controller, necessary information and electronic versions of documents.
3. In addition, the Lead Partner:
 - 1) submits and sends a project payment application to the Joint Secretariat;
 - 2) corresponds with the Joint Secretariat on the implemented project and provides, upon request of the Joint Secretariat, necessary information and electronic versions of documents.
4. Providing electronic versions of documents via the SL2014 system does not relieve the Lead Partner from the obligation of storing them. The Lead Partner shall also store the original versions of documents used to create electronic versions. During on-the-spot checks carried out by authorised institutions, the Lead Partner shall make available both original and electronic versions of documents.
5. The detailed description of the Lead Partner's tasks as regards working within the SL2014 system and deadlines set for their completion are included in the updated versions of the Programme Manual and/or the Partner's Manual for SL2014, which are available on the Programme's website.
6. Lead Partner involved in the implementation of the project shall designate persons authorised to perform actions related to project implementation on their behalf to work in the SL2014 system. Designation of the above-mentioned persons, changing their powers or cancelling access to SL2014 shall be carried out based on request to grant/change/cancel access for an authorised person in line with the *Procedure for notification of authorised persons under the project*. Updated versions of these documents are available on the Programme's website. The list of persons authorised to work within the SL2014 system along with requests to grant/change/cancel access for an authorised person constitute Annex to the agreement. Amendments to the Annex (i.e. changes in the list of authorised persons) do not require drawing up an annex to the agreement.

7. Any activities of authorised persons carried out in the SL2014 system will be understood in terms of law as activities of the Lead Partner.
8. Any correspondence between the Lead Partner and the competent Controller and between the Lead Partner and Joint Secretariat is conducted via SL2014, excluding correspondence on:
 - 1) amendments to the content of the agreement requiring the signing of an annex to the agreement,
 - 2) requests to grant/change/cancel access to the SL2014 system for an authorised person,
 - 3) on-the-spot check,
 - 4) seeking the reimbursement of funds referred to in § 11.
9. The Lead Partner and Managing Authority shall consider as legally binding the adopted in the Agreement solutions applied with respect to communication and data exchange in SL2014, without any possibility of opposing the effects of their application.
10. To authenticate the actions performed within the SL2014 system, persons authorised by the Lead Partner established in the Republic of Poland shall use the ePUAP trusted profile or safe electronic signature verified using a valid eligible certificate under SL2014. If, for technical reasons, the ePUAP trusted profile cannot be used, the authentication shall take place using the login and password generated by the SL2014 system, where the PESEL number of a given authorised person is used as a login.
11. To authenticate the actions performed within SL2014, persons authorised by the Lead Partner not established in the Republic of Poland shall use the safe electronic signature verified using a valid eligible certificate under SL2014 or their e-mail addresses and passwords.
12. In justified situations, e.g. in the case of failure of the application, when the time for restoring the normal operation of the SL2014 system does not allow to submit a partial payment application or project payment application on time, the Lead Partner shall submit the applications on paper, using the template available on the Programme's website. The Lead Partner shall undertake to complete in the SL2014 system data as regards documents provided in writing within 5 working days from the date of receipt of information on failure removal.
13. Individuals authorised by the Lead Partner shall undertake to observe the *Regulations concerning the security of information processed in the main application of the central ICT system*, and to work in the SL2014 system in line with the principles defined in current versions of the Programme Manual and Partner's Manual on SL2014.
14. The Lead Partner shall immediately notify the Lead Partner and Joint Secretariat of the failure of the SL2014 which prevent or hamper carrying out work within SL2014 and in particular which make it impossible to send via the SL2014 system the partial payment application to the Controller or project payment application to the Joint Secretariat.
15. The Lead Partner shall in any case notify the Joint Secretariat of information security violation, incidents and vulnerabilities related to processing data in the SL2014 system by the Lead Partner, including in particular of instances of unauthorised access to data processed in the SL2014 system by the Lead Partner.

§ 22

FINAL PROVISIONS

1. If any provision of the agreement is invalid, infeasible or unlawful, the agreement will be amended to replace or remove the invalid, infeasible or unlawful provisions. The other provisions of the agreement remain in force.
2. To all matters not settled herein, the provisions specified in § 2 section 3 and consistent with them the national law of the Managing Authority shall apply.
3. The decision shall enter into force on the day of its signing by the last Party.
4. The agreement is valid until all obligations of the Lead Partner, including taking into account the responsibilities associated with maintaining the durability of the project and archiving responsibilities described in § 8 section 18 are fulfilled.

5. The agreement is drawn up in the English language in four counterparts. The Lead Partner receives one copy of the agreement, the Managing Authority receives three copies of the agreement.

§ 23

CORRESPONDENCE

1. All correspondence connected with the implementation of this agreement should be prepared in English language and sent to the following addresses:

Managing Authority

Minister of Infrastructure and Development
Territorial Cooperation Department
Ul. Wspólna 2/4
00-926 Warszawa
Poland

Lead Partner

[Name and address of the Partner].....

Joint Secretariat

Al. Grunwaldzka 186 (GARNIZON)
80-266 Gdańsk
Poland

2. The changes to the addresses listed in the section 1 do not require amendments to the agreement in the form of an annex.

§ 24

CONCLUSIVE LAW AND JURISDICTION

1. The agreement is subject to Polish law with respect to § 21 section 2.
2. In the event of a dispute, the Parties shall settle a dispute amicably. Unless the parties agree otherwise, the conciliation proceedings shall be conducted in English.
3. If no agreement can be reached, the dispute shall be resolved by the common court competent for the registered office of the Managing Authority.

§ 25

ANNEXES TO THE AGREEMENT -

The following annexes constitute integral parts of the Agreement:

- Power of attorney for the person representing the Minister of Infrastructure and Development;
- Power of attorney for the person representing the Minister of Infrastructure and Development; as the Party entrusting the personal data for processing; the document confirming the power of attorney to sign the agreement for the person representing the Lead Partner;
- The current Co-financing application,
- The decision of the Monitoring Committee regarding the grant application approval

- Schedule of project work and expenditures
- List of authorised persons to work in the SL2014
- Requests to grant/change/cancel access for an authorised person,
.....

	On behalf of Managing Authority,	On behalf of LEAD PARTNER
First name and surname
Position
Signature and stamp (if applicable)
Place, date

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1. Lead Partner

[The Lead Partner details]	
Country	
Name of the Partner	
Tax ID number (NIP) of the Partner ³	

Details of the person/persons authorized:				
Country	PESEL NUMBER ⁴	Surname	First name	E-mail

	On behalf of the Lead Partner
First name and surname	
Position	
Signature and stamp (if applicable)	
Place, date	

³For the Partners outside Poland - the equivalent of taxpayer identification number NIP

⁴It relates to the persons for whom, in the field "Country", "Poland" was indicated

2. The Partner⁵

[The Partner details]	
Country	
Name of the Partner	
Tax ID number (NIP) of the Partner ⁶	

Details of the person/persons authorized:				
Country	PESEL NUMBER ⁷	Surname	First name	E-mail

	On behalf of the Lead Partner
First name and surname	
Position	
Signature and stamp (if applicable)	
Place, date	

⁵This form is completed for each Partner participating in the project

⁶For the Partners outside Poland - the equivalent of taxpayer identification number NIP

⁷It relates to the persons for whom, in the field "Country", "Poland" was indicated

The scope of personal data of applicants soliciting co-financing, lead Partners or project partners implementing projects (including their employees, persons authorised to carry out working contacts or to make binding decisions on their behalf)

	Individuals who represent applicants soliciting co-financing, lead Partners or project partners implementing projects (including their employees, persons authorised to carry out working contacts or to make binding decisions on their behalf)
1	First name
2	Surname
3	Phone No
4	Fax
5	E-mail
6	Country
7	PESEL/Identification No
8	Role in the project
	Applicants
1	Applicant's name
2	Legal form
3	Form of ownership
4	Tax ID No (NIP)/Identification No
5	REGON No/Identification No
6	Country
7	Address of the registered seat Street, building No, apartment No, postal code, town/city/village, phone No, fax, e-mail, website address
	Partners/Partners
1	Name of the Partner/partner
2	Legal form of the Partner/partner
3	Form of ownership
4	Tax ID No (NIP)/Identification No
5	REGON No/Identification No
6	Address of the registered seat Street, building No, apartment No, postal code, town/city/village, phone No, fax, e-mail, website address
7	Country
6	Account number of the Partner/recipient

The scope of the personal data of persons representing the institutions involved in the implementation of the programmes (including staff, volunteers, interns, trainees and candidates for external experts and external experts, members of working groups and Monitoring Committees)

No.	Name
1	First name
2	Surname
3	Workplace/name of represented institution
4	E-mail
5	Login
6	Role in the programme
7	Country
8	Address of the registered seat Street, building No, apartment No, postal code, town/city/village, phone No, fax, e-mail
	Additionally, candidates for external experts and external experts
1	Address of residence or stay
2	Education level
3	Profession
4	Series and number of an ID
5	Date and place of birth

6	PESEL/Identification No
7	Programme area in which this individual has skills, experience or required qualifications
8	Bank account number

The scope of project personnel data, which will be processed in connection with the eligibility of funds in the project

Item No.	Name
1	First name
2	Surname
3	Country
4	PESEL/Identification No
5	Form of involvement
6	Period of involvement in the project
7	Working time
8	Working hours
9	Position

The data of the participants of the activities carried out within the framework of the projects whose data will be processed in connection with the eligibility of funds in the project (including members of tender committees)

No.	Name
1	First name
2	Surname
3	Name of institution/organisation
4	E-mail
5	Phone No

The contractors applying for execution of the contract or executing the contract in the project, including the public procurement contracts, whose data will be processed in connection with the eligibility of funds in the project

No.	Name
1	First name
2	Surname
3	Contractor's name
4	Contractor's tax ID number (NIP)/ID number
5	Address of the registered seat Street, building No, apartment No, postal code, town/city/village, phone No, fax, e-mail
6	Country

Annex No: The scope of personal data entrusted to be processed in the central ICT system's set

The scope of personal data of the Central ICT System users, the applicants and Partners/partners

No.	Name
	The Central Information and Communication System users of the institutions involved in the implementation of the programmes
1	First name
2	Surname
3	Workplace
4	E-mail
5	Login
	Central ICT system users from the Partners/project partners (individuals authorised to make binding decisions on behalf of the Partner/partner)
1	First name
2	Surname
3	Phone No
4	E-mail
5	Country
6	PESEL number
	Applicants
1	Applicant's name
2	Legal form
3	Form of ownership
4	NIP (tax ID number)
5	Country
6	Address: Street, building No, apartment No, postal code, city/town/village, phone No, fax, e-mail
	Partners/Partners
1	Name of the Partner/partner
2	Legal form of the Partner/partner
3	Form of ownership
4	NIP (tax ID number)
5	REGON number
6	Address: Street, building No, apartment No, postal code, city/town/village, phone No, fax, e-mail
7	Country
6	Account number of the Partner/recipient

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Data of project personnel

No.	Name
1	First name
2	Surname
3	Country
4	PESEL number
5	Form of involvement
6	Period of involvement in the project
7	Working time
8	Position

The contractors implementing the public procurement contracts, whose data will be processed in connection with the eligibility of funds in the project (natural persons conducting business activity)

No.	Name
1	Contractor's name
2	Country
3	Contractor's NIP (tax ID number)

VALID FOR 1ST CALL ONLY