



## South Baltic

### Subsidy Contract

Subsidy Contract No [subsidy contract number] .....

on implementation of the Project [ACRONYM - Project title] .....

In accordance with the decision of the Monitoring Committee dated [dd.mm.yyyy] ....., which constitutes Appendix No 1, within the framework of the Interreg VI-A Poland – Denmark – Germany – Lithuania – Sweden (South Baltic) Programme 2021-2027,

Between, on the one hand:

#### THE MINISTER OF DEVELOPMENT FUNDS AND REGIONAL POLICY

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

Acting as the Managing Authority of the Interreg VI-A Poland - Denmark - Germany – Lithuania - Sweden (South Baltic) Programme 2021-2027

hereinafter referred to as „Managing Authority”,

**represented by:** Mr. Rafał Baliński, Director of the Territorial Cooperation Department at the Ministry of Development Funds and Regional Policy on the basis of the power of attorney no. MFiPR/151-UPM/23 dated 2023-10-18 which constitutes Appendix No 2 and on the basis of § 33, section 1, point 2 of the Annex to the Ordinance of the Minister of Development Funds and Regional Policy of 14 January 2022 on the Personal Data Protection Policy in the Ministry of Development Funds and Regional Policy (Dz. Urz. Min. Fun. i Pol. Reg. poz. 1),

and, on the other hand

**[full name of Lead Partner]** .....

located in: [full address] .....

[particulars identifying the Lead Partner<sup>1</sup>]

name and address of the Bank: .....

Bank code (BIC or SWIFT): .....

IBAN: .....

hereinafter referred to as the „Lead Partner”

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



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**represented by:** [first name, surname and position of person representing the Lead Partner]....., based on

..... dated ....., attached hereto as Appendix No 3,

hereinafter referred to jointly as the „Parties”,

hereinafter referred to as „agreement”.

The Parties hereby agree the following:

### § 1.

#### DEFINITIONS

The terms used in the agreement shall have the following meaning:

**Application Form** – means the application form approved by the Monitoring Committee on ..... [dd.mm.yyyy] for the project no. .... The data from the application form, together with all the annexes necessary to carry out the verification of the regularity of the project implementation, shall be available and updated in CST2021;

**co-financing** – means the European Union contribution to the eligible expenditure, granted on the basis of the agreement;

**co-financing rate** – means the quotient of the value of the project co-financing and the value of its total eligible expenditure, as stated in the Application Form, expressed as a whole percentage;

**Controller** – means a body or person responsible for the control in the territory of the country participating in the Programme;

**CST2021** – means an central IT system, the development and operation of which is a responsibility of the minister responsible for regional development in Poland. The system gathers and stores data on implemented projects. The systems allows the Lead Partner and the Partners of the project the financial settlement of the implemented project;

**CST2021 Beneficiary Manual** – means a work manual of the CST2021 in which the implemented project is settled. The current CST2021 Beneficiary Manual is available on the programme website;

**de minimis aid** – means aid regulated by *de minimis* regulation;

**De minimis regulation** - Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352 of 24.12.2013, p. 1, as amended);

**due co-financing** – means co-financing, which the Managing Authority approves to the Lead Partner on the basis of eligible expenditure;

**durability** – means maintaining the investment for a period of five years from the date of the last payment made by the Managing Authority to the Lead Partner. This rule applies to projects involving



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infrastructure investments and productive investments. The following circumstances must not arise during the durability period:

- (a) the cessation or relocation of a productive activity outside the NUTS 2 region where the project is supported;
- (b) a change in the ownership of an item of infrastructure which gives to a company or a public body an undue advantage;
- (c) a substantial change affecting the nature of the project, its objectives or the conditions of its implementation which would result in undermining the original objectives of the project;

**eligible expenditure** – means an expenditure or cost properly incurred by the Lead Partner or Project Partner in implementing the project, that is, in accordance with the agreement, the provisions of the European Union and national law and the Programme Manual;

**ERDF regulation** - Regulation (EU) 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund (OJ L 231 of 30.06.2021, p. 60, as amended);

**financial correction** – means a cancellation of all or part of the co-financing for a project or programme as a result of irregularities or serious misconduct;

**GBER** - Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 (OJ L 187, 26.6.2014, p. 1, as amended);

**General regulation** - Regulation (EU) 2021/1060 of the European Parliament and of the Council of 24 June 2021 laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy (OJ L 231 of 30.06.2021, p. 159, as amended);

**ineligible expenditure** – means any expenditure or cost, which cannot be considered eligible expenditure.

**Interreg regulation** - Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instrument (OJ L 231 of 30.06.2021, p. 94);

**irregularity** – means any infringement of applicable law resulting from an act or omission by the Lead Partner or a project partner which has, or may have, a detrimental effect on the budget of the European Union by charging an unjustified item of expenditure;



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**Joint Secretariat** – body appointed by the Managing Authority in agreement with the Member States participating in the Programme to support the Managing Authority and the Monitoring Committee in the performance of their functions;

**Lead Partner** – means a body identified in the Application Form, which signs the agreement and is responsible for the financial and substantive implementation of the project;

**Lead Partner's Account** – means the bank account held by the Lead Partner in EUR, indicated in the introduction of the agreement, to which the co-financing is transferred,

**Monitoring Committee** – means an independent body set up by the Member States participating in the Programme in agreement with the Managing Authority to monitor the implementation of the Programme;

**Partnership agreement** – means an agreement defining the mutual rights and obligations of the Lead Partner and the Project Partners with regard to project implementation;

**Partner Progress Report** – means an individual application for payment submitted by the Lead Partner or Project Partner to the Controller in line with the rules laid down in the Programme Manual;

**project** - means an undertaking implemented on the basis of the agreement, aiming to reach the goal defined in the Application Form and to reach the target values of the output and result indicators;

**Project Partner** – means a body identified in the Application Form, which participates in the project and is bound with the Lead Partner via the Partnership Agreement;

**Project Progress Report** – means application for payment submitted by the Lead Partner to the Joint Secretariat in line with the rules laid down in the Programme Manual and the agreement;

**Programme** – means Interreg VI-A Poland - Denmark - Germany – Lithuania - Sweden (South Baltic) Programme 2021-2027, approved by the decision of the European Commission No C(2022)7184 of 4th October 2022;

**Programme Account** – means a bank account held by the Managing Authority to which the European Commission transfers funds and on which all operations for the Programme are carried out;

**programme documents** – means documents approved by the Managing Authority or the Monitoring Committee, which are applied in the Programme implementation;

**Programme Manual** – means a document approved by the programme's monitoring committee, which lays down the rules for the preparation, implementation, monitoring and settlement of the project as well as its durability. The current programme manual is available on the programme website;

**Programme website** – means website at: [www.southbaltic.eu](http://www.southbaltic.eu);

**reimbursement** – means payment of due co-financing to the Lead Partner by the Managing Authority;

**State aid** - means aid regulated by GBER;



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**Simplified Cost Options** - forms of simplified expenditure: flat rate, lump sum or unit cost;

### § 2.

#### SUBJECT OF THE CONTRACT

1. The agreement sets out the terms and conditions under which the Managing Authority shall pay the co-financing for the project and the Lead Partner shall implement the project in accordance with the Application Form and the decision of the Monitoring Committee.
2. The agreement sets out the rights and obligations of the Parties with regard to the way and conditions of implementation and monitoring of the project, including the applying for and payment of co-financing, control and audit, information and publicity, and project management.
3. During the project implementation, as well as during its durability period, the Lead Partner shall act in accordance with:
  - 1) the binding provisions of European Union and national law, in particular:
    - a) Interreg regulation;
    - b) ERDF regulation;
    - c) General regulation;
    - d) European Commission's implementing regulations, supplementing the General regulation, the Interreg regulation and the ERDF regulation;
    - e) *de minimis* regulation;
    - f) GBER<sup>2</sup>;
    - g) regulation of the Minister of Development Funds and Regional Policy of Poland of 11 December 2022 on granting *de minimis* aid and state aid under Interreg programmes for 2021-2027 (Journal of Laws of Republic of Poland pos. 2755, of 23.12.2022, as amended);
    - h) national and European Union provisions on *de minimis* aid and State aid;
    - i) national and European Union provisions on personal data protection;
    - j) national and European Union provisions on public procurement;
    - k) national and European Union provisions regulating the implementation of the principle of equal opportunities and non-discrimination, including accessibility for persons with disabilities and the principle of equality between women and men;

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<sup>2</sup> Points e-g are applicable for projects, where the Lead Partner or Project Partners award State aid.



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- l) other binding national provisions (i.e. labour law, taxation, protection of the environment etc.);
- 2) current versions of programme documents, in particular:
  - a) Interreg Poland-Denmark-Germany- Lithuania-Sweden (South Baltic) Programme 2021-2027;
  - b) Programme Manual;
  - c) CST2021 Beneficiary Manual;
- 3) national and European Union 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) Commission decision No C(2019)3452 final of 14 May 2019 laying down the guidelines for determining financial corrections to be made to expenditure financed by the Union for non-compliance with the applicable rules on public procurement.
4. The Lead Partner states that he has familiarised himself with the aforementioned documents, and 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. The Lead Partner confirms the truthfulness of the data included in the agreement and Appendices constituting its integral part.
6. The Lead Partner provides that all Partners shall be obliged to adhere to the binding provisions of the European Union and national law, current programme documents and the national and European Union rules and guidelines referred to in section 3.
7. The agreement provides for a possibility of granting State aid by the Lead Partner. In the Partnership Agreement, the Lead Partner can formally transfer the rights and obligations related to awarding State aid to a Project Partner, and this Partner – to another entity. However, it is the Lead Partner who remains obligated to ensure such provisions in the Partnership Agreement that will guarantee the correctness of awarding aid.
8. In the case of occurrence of State aid in the project, the obligation of transparency referred to in Article 9 of GBER shall be fulfilled in a Member State relevant for the seat of:
  - 1) in case of aid granted by the Lead Partner or Project Partner on the basis of Article 20a of GBER – the Member State relevant for the seat of the partner awarding the aid;
  - 2) in case of aid awarded by the Managing Authority – the Member State relevant for the seat of the Managing Authority.



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9. In the case of occurrence of *de minimis* aid or State aid in the project, to monitor, inform, including issuing certificates - and to report on awarding aid or informing of not awarding of aid, the legal provisions shall apply as follows:
  - 1) in case of aid awarded by the Lead Partner or Project Partner on the basis of Article 20a of GBER – of the Member State relevant for the seat of the partner granting the aid;
  - 2) in case of aid awarded by the Managing Authority – of the Member State relevant for the seat of the Managing Authority.
10. In order to allow the performance of rights and obligations related to awarding State aid by the partners on the Polish side, the Managing Authority transfers the reference number of the aid scheme, i.e. SA.105830.

### § 3.

#### PARTNERSHIP AGREEMENT

1. The Lead Partner shall regulate in the Partnership Agreement the mutual cooperation rules with the Project Partners, in particular it shall specify the tasks and obligations arising from the project performance.
2. The binding template of the Partnership Agreement with the minimum scope of its provisions is available at the Programme website. The Partnership Agreement may include additional provisions agreed between the Lead Partner and the Project Partners in order to implement the project.
3. The Lead Partner shall submit a certified true copy of the Partnership Agreement signed by all Project Partners to the Joint Secretariat no later than on the day of the filing the first Project Progress Report.

### § 4.

#### PROJECT BUDGET

1. The Managing Authority awards the co-financing for the project implementation up to the maximum amount of ..... EUR (wordly: .....EUR).
2. The co-financing rate for individual partners amounts to:
  - 1) Lead Partner: .....%;
  - 2) Project Partner 1 .....%;
  - 3) Project Partner 2 .....%.
3. Should aid be granted within the project, the following applies:



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- 1) in case of State aid – its maximum value shall amount to no more than [amount of State aid] EUR (wordily [amount of State aid, wordily] EUR). The amount of eligible expenditure and aid intensity for individual project partners is set out in Appendix No .....;
- 2) in case of *de minimis* aid – its maximum value for individual project partners which carry out the tasks financed by the *de minimis* aid is set out in Appendix No .....;
- 3) for State aid and/or *de minimis* aid – the reallocations of funds in the budget of the project cannot influence the amount and the purpose of the State aid or *de minimis* aid for which it is granted to individual project partners within the project.
4. The co-financing granted is intended to cover the eligible expenditures incurred in connection to the project implementation.
5. The Lead Partner commits on its own behalf and on behalf of all Project Partners to ensure the funds for the implementation of the project in the amount being the difference between total eligible expenditure of the project and the co-financing.
6. Payments to the project shall be carried out in the form of reimbursement on the basis of Project Progress Reports in line with § 10.
7. Real costs or Simplified Cost Options shall be reimbursed within the project, in accordance with the Application Form and applying the rules laid down in the Programme Manual.
8. Any ineligible or irregular expenditure shall be covered from own resources respectively by the Lead Partner or the Project Partners.

### § 5.

#### PROJECT IMPLEMENTATION PERIOD

1. Date of starting the factual activities in the project: ..... [yyyy/mm/dd];
2. Date of ending the factual activities in the project: ..... [yyyy/mm/dd];

### § 6.

#### LEAD PARTNER'S LIABILITY

1. The Lead Partner shall be accountable to the Managing Authority for assuring correctness and timeliness of the implementation of the whole Project. The Lead Partner shall also be accountable for all actions taken by the Project Partners or their omissions, the result of which shall be the infringement of the obligations under the agreement and the Partnership Agreement.





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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 the Lead Partner or the Projects Partners or any third party in connection with the implementation of the project.
3. Should the Managing Authority pursuant to the agreement request the return of the part of or the whole co-financing, the Lead Partner shall return the funds within the deadline and according to the rules specified in § 12. The Lead Partner shall be liable for the recovery of the appropriate amount of the co-financing from the appropriate Project Partner.

### § 7.

#### OWNERSHIP RIGHTS

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

### § 8.

#### DETAILED OBLIGATIONS OF THE LEAD PARTNER

1. The Lead Partner ensures that there is no double financing of eligible expenditure from the European Union funds or other sources, mentioned in the Programme Manual, occurring within the project.
2. The 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 part of the project it implements, according to the conditions specified in the Programme Manual. This does not apply to the costs settled by Simplified Cost Options.
3. The Lead Partner presents in its own Partner Progress Reports and Project Progress Reports only the eligible expenditures and the expenditures which are in line with the Application Form current as of the date of incurring the expenditure.
4. The Lead Partner monitors the progress in reaching the target values of the output and result indicators within the project defined in the Application Form.
5. The Lead Partner regularly monitors the substantive progress in the implementation of the project and informs the Joint Secretariat without delay of any irregularities, of the circumstances



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that delay or prevent the full implementation of the project in line with the Application Form, or of the intention to discontinue the implementation of the project.

6. The Lead Partner immediately informs the Joint Secretariat of the circumstances which influence the reduction of eligible expenditure of the project, especially of the potential possibility to reclaim VAT<sup>3</sup>.
7. The 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.
8. Public procurement procedures, as well as an award of public contracts under the part of the project implemented by the Lead Partner shall be carried out by the Lead Partner in accordance with the provisions of European Union and national law or with the principle of competitiveness, set out in the Programme Manual.
9. The Lead Partner immediately informs the competent Controller of the conclusion of an award of the public procurement contract in the framework of the project implementation and any amendment made to this contract, concluded with the contractor.
10. The Lead Partner provides the competent Controller with the documentation concerning the public procurement in relation with the implementation of its part of the project immediately after awarding a public procurement contract.
11. The Lead Partner prepares and submits the Partner Progress Reports for the verification of the competent Controller, and Project Progress Reports to the Joint Secretariat, within the deadlines specified in the Programme Manual.
12. The Lead Partner makes documents available, corrects errors in Project Progress Reports and provides necessary explanations to the competent Controller or the Joint Secretariat within the time-limits specified by these bodies.
13. The Lead Partner cooperates with the external controllers, auditors, evaluators and submits to controls or audits conducted by the authorized national and European Union services, as well as monitors the implementation of the recommendations from these audits or controls by the Partners.
14. The Lead Partner after receiving the co-financing from the Managing Authority shall transfer to the other Partners, its corresponding part in the amount resulting from the Partner Progress Reports, in line with the provisions of the Partnership Agreement, without undue delay and without any deductions.

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<sup>3</sup> Applicable to projects of the total value of at least 5 000 000 EUR.



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15. The Lead Partner shall immediately inform the Managing Authority of a change of the Lead Partner's or Project Partner's legal status, which results in a failure to fulfil the requirements towards the Lead Partner or the Project Partner described in the Programme.
16. The Lead Partner shall immediately inform the Joint Secretariat of an insolvency, liquidation or bankruptcy of any of the Project Partners.
17. The Lead Partner shall keep the documents concerning the implementation of the project in a manner ensuring their confidentiality and security. All documents shall be made available for a period of five years from 31 December of the year, in which the Managing Authority made the final payment to the Lead Partner. In case of projects, where the Lead Partner or Project Partners grant state aid, section 21 point 1 shall also apply.
18. The Lead Partner, under the pain of sanctions specified in § 17 is responsible for maintaining the durability of the project for a period of five years from the date of the final payment made by the Managing Authority and under the conditions specified in the provisions of the European Union law and in the Programme Manual.
19. If any of the Project Partners withdraws from the project, the Lead Partner ensures – in the part that the respective Project Partner has been responsible for – that outputs being the outcome of the project are used in accordance with the agreement and the project durability.
20. In the event when the Lead Partner fails to comply with its obligations in terms of: applying for payment or submission to an control or audit, the Managing Authority may, regardless of its right to terminate the agreement in accordance with § 19, withhold the payments for the project until the Lead Partner fulfils its obligations.
21. Should State aid and/or *de minimis* aid be awarded within the project:
  - 1) The Lead Partner shall keep documentation concerning the awarded aid for the period of 10 years from the day of awarding thereof, in a manner ensuring confidentiality and security;
  - 2) The entity holding the rights to award aid in accordance with § 2 section 7 shall be responsible for checking the admissibility of awarding the aid;
  - 3) The entity applying for *de minimis* aid from the Managing Authority shall attach the following documents to the application for aid:
    - a) copies of certificates of *de minimis* aid or certificates of *de minimis* aid in agriculture or *de minimis* aid certificates in fishery and aquaculture sector issued by a granting authority established in Poland, which it received in the year in which it applies for aid, and within 2 preceding years, or statements on the amount of such aid received during this period or statement on not obtaining such aid during this period;



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- b) an information form containing information necessary to award de minimis aid;
- 4) The entity applying for State aid attaches to the application for aid an information form containing information about the applicant and its economic activity and information on the received State aid. The entity applying for State aid on the basis of Article 20a of GBER from the project partner established in a country other than Poland, shall apply the provisions of law of that country;
- 5) In the case when the entity authorised to award State aid is an entity established in Poland, it is obliged to i.a.:
  - a) inform the beneficiary of the State aid in writing about the lack of obligation of notifying it to the European Commission and of the reference number assigned by the Commission;
  - b) prepare and submit a report on the awarded State aid or an information about not awarding such aid.
- 6) In the case when the entity authorised to award aid is an entity established in Poland:
  - a) it prepares and submits a report on the awarded aid or information on not awarding such aid to the President of OCCP<sup>4</sup> in line with Article 32 section 1 of the Act of 30 April 2004 on proceedings in matters concerning State aid (OJ 2021, pos. 743, as amended);
  - b) in the event of a change in the value of the awarded aid indicated in the report on awarded aid, mentioned in item a., it prepares and submits an updated report;
- 7) In the case of the State aid awarded by the Lead Partner or a Project Partner under Article 20a of GBER, if the entity authorised to award aid is an entity established in a country other than Poland:
  - a) for reporting such aid, it shall apply the provisions of law of the country where it is established;
  - b) transfers the information on the granted aid or the change of the value thereof to the Joint Secretariat;
- 8) A Project Partner or other entity authorised to award aid, established in the country other than Poland, transfer the report on awarded aid or an information on not granting aid also to the Lead Partner;
- 9) Should the value of awarded aid change, the entity awarding aid, prepares and submits an updated report;

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<sup>4</sup> Office of Competition and Consumer Protection (pol. Urząd Ochrony Konkurencji i Konsumentów)



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- 10) The provisions of items 6-8 shall apply accordingly to the preparation and submission of the updated report on the awarded aid.
- 11) Detailed information and the templates of documents in the scope of de minimis aid and State aid within the project are available at the Programme website.

### § 9.

#### VERIFICATION OF EXPENDITURE

1. The Lead Partner shall submit its Partner Progress Report from the implementation of the Lead Partner's part of the project along with Appendices to the competent Controller within the time-limits and under the conditions specified in § 22 and in the Programme Manual.
2. 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 the rules established in the Programme.
3. The verification of expenditure of the Lead Partner is conducted on the basis of the data included in the Partner Progress Report and documents submitted by the Lead Partner.
4. If during the verification of a Partner Progress Report it is established by the Controller that there has been a breach of national or European Union regulations or of the principles concerning project implementation specified in the Programme Manual, then relevant expenditures may be found 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. The amount of irregular expenditures connected with public procurement or the need to safeguard the principle of competitiveness shall be calculated in accordance with national regulations or principles. If in a given Member State there are no relevant regulations or rules which set the rates of irregular expenditures, the Controller shall use the rates of financial corrections specified in the European Commission decision referred to in § 2 section 3 item 3 letter (b).
5. The rules of procedure in the case of finding irregular expenditures are regulated by the Programme Manual or by national guidelines on correcting expenditures and imposing financial corrections, if such guidelines are established in a given Member State.
6. The result of verification of the Partner Progress Report is forwarded by the Controller to the Lead Partner in compliance with the principles specified in the Programme Manual.



### § 10.

#### TRANSFER OF THE CO-FINANCING TO THE PROJECT

1. The Lead Partner draws up a Project Progress Report based on the Partner Progress Reports and submits it to the Joint Secretariat on terms and in deadlines mentioned in § 22 and the Programme Manual.
2. In justified cases, especially if the Programme faces the risk of decommitment in line with n+3 and n+2 rule, the Joint Secretariat may request Lead Partner to submit an additional Project Progress Report, covering the reporting period different from the standard reporting period in the Programme Manual. In this case, the Lead Partner shall submit a Project Progress Report under the conditions set by the Joint Secretariat.
3. The Joint Secretariat verifies the Project Progress Report based on the data included therein and the documents submitted by the Lead Partner.
4. The due co-financing arising from the approved Project Progress Report is transferred to the account of the Lead Partner by the Managing Authority, subject to the availability of funds on the Programme account.
5. The payment to the project may be reduced, if there is a need for a recovery of an amount due, based on the call for payment referred to in § 12 section 1, in accordance with the rules described in § 12 sections 5, 8, and 9.
6. If there is an unduly paid co-financing remaining to be recovered in the project, the Managing Authority may withhold the payment of the due co-financing relating to the final Project Progress Report approved by the Joint Secretariat, until the amount due resulting from the call for payment is returned.
7. The due co-financing arising from the approved Project Progress Report is transferred by the Managing Authority in EUR. The currency exchange rate risk is borne by the Lead Partner.
8. The transfer of the due co-financing shall be made by the Managing Authority within 80 calendar days of the receipt of the Project Progress Report by the Joint Secretariat, subject to section 4. This period may be interrupted by the Managing Authority and the Lead Partner is informed in writing providing reasons for the interruption when:
  - 1) clarifications or corrections to the Project Progress Report are needed,  
or
  - 2) the amount included in the Project Progress Report is undue or the relevant supporting documents have not been submitted  
or



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- 3) the proceedings concerning possible irregularities affecting the expenditure has been initiated.
9. The total amount of the co-financing transferred to the Lead Partner in respect of all Project Progress Reports cannot exceed the amount of the co-financing and the co-financing rate level referred to in § 4 sections 1 and 2.

### § 11.

#### REDUCTIONS

1. If, before the approval of a Project Progress Report, the Managing Authority finds that there have been ineligible expenditures in a Project Progress report, irregular expenditures or that the provisions of the agreement have been violated, the Managing Authority may reduce the value of eligible expenditure. In such a case, the Managing Authority sends written information about the findings to the Lead Partner.
2. If the Lead Partner disagrees with Managing Authority's findings, referred to in section 1, it may raise objections as prescribed in § 20 sections 2-8.
3. After having exhausted the actions defined in section 2, and confirmation of findings referred to in section 1 by the Managing Authority, the value of eligible expenditure and the due co-financing is reduced by the Joint Secretariat.

### § 12.

#### RECOVERY OF FUNDS

1. If co-financing has been paid in the project:
  - 1) for ineligible expenditures,
  - 2) for irregular expenditures,
  - 3) or the provisions of the agreement have been violated,
  - 4) or the funds were unduly paid or overpaid- the Managing Authority issues a call for payment. The Lead Partner returns the amount of unduly paid co-financing in part or in full.
2. The notice to return funds referred to in section 1 shall be issued after the measures set out in § 20 have been exhausted.
3. The Managing Authority may waive the recovery of the co-financing if the amount due does not exceed 250 EUR in the project, in line with the rules laid down by the Managing Authority.



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4. The Lead Partner returns the funds in accordance with the call for payment issued by the Managing Authority. The call for payment stipulates the amount to be recovered and its justification, the deadline for the return and a bank account number to which the funds should be returned. In justified cases, the Managing Authority may extend the deadline for the return of funds.
5. If, within the period specified in the call for payment referred to in section 1, the Lead Partner does not return the funds, the Managing Authority reduces the amount of the due co-financing based on the subsequent Project Progress Report by the amount to be recovered. If the amount to be recovered exceeds the amount of the due co-financing arising from the subsequent Project Progress Reports, the Managing Authority may take further actions against the Lead Partner to recover the missing funds, subject to section 7.
6. The Managing Authority indicates the Project Partner from whom the Lead Partner should recover the funds in the call for payment, if the call for payment does not concern the Lead Partner in full.
7. If the Lead Partner fails to recover the funds by the specified date, it shall inform the Managing Authority and issue the final call for payment to the Project Partner. The time limit set in total for both calls for payment by the Lead Partner shall not be shorter than 30 days from the date of receipt of the call from the Lead Partner. If the Lead Partner fails to recover the funds from the Project Partner by the date specified in the second call for payment, it shall inform the Managing Authority about this fact.
8. If the Lead Partner submits to the Managing Authority the information referred to in section 7, the Managing Authority may withdraw from the activities referred to in section 5. In this case, the Managing Authority reduces the payment of the due co-financing based on the subsequent Project Progress Reports by the amount to be recovered. This reduction affects the amount of the due co-financing based on the subsequent Project Progress Reports for the Project Partner where irregularity has been identified.
9. At the request of the Lead Partner, the due co-financing paid for the project may be reduced by the amount corresponding to the amount to be recovered.
10. If there appear grounds for recovering all or a part of the VAT deemed eligible in the project, the co-financing paid shall be recovered in the part corresponding to the amount of all or a part of the VAT declared, in accordance with sections 1-8.





### § 13.

#### IMPOSING FINANCIAL CORRECTIONS

1. If, after inclusion of an expenditure in an application for payment to the European Commission, the Managing Authority finds that there is an irregularity, it may impose a financial correction. In such a case the Joint Secretariat or the Managing Authority shall communicate the findings to the Lead Partner. The Lead Partner shall not be able to file a complaint against this decision in line with the procedure set out in § 20 sections 2-8.
2. The value of the financial correction shall be equal to the amount of expenditure incurred incorrectly in the part corresponding to the amount of co-financing.

### § 14.

#### CONTROLS AND AUDITS

1. The Lead Partner shall be subject to controls and audits within the scope of correctness of implementation of the project and maintaining its durability. The controls and audits shall be conducted by entities authorised to carry out control-related activities in accordance with national and European Union laws and the current programme documents.
2. The Lead Partner shall give access to all documents on project implementation to the entities referred to in section 1, throughout the entire period when such documents are kept, referred to in § 8 section 17 and section 21 item 1, and, if necessary to state the eligibility of expenditures incurred during project implementation, also to the documents not related directly to the project implementation.
3. The Lead Partner shall take corrective actions within the deadlines specified in the recommendations issued during the controls and audits.
4. The Lead Partner shall provide the entities carrying out controls and audits with the information on former controls and audits carried out in the scope of the implemented project by other authorised entities.

### § 15.

#### INFORMATION AND PROMOTION

1. A project communication plan attached to the Application Form shall be the basis for the visibility, transparency and communication of the project.
2. The Lead Partner shall implement at least the following activities from the project communication plan:



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- 1) it shall post a brief description of the project, information on its objectives and results, and financial support from the Programme on its official website or social media pages, if such pages exist;
  - 2) it shall insert a visible information on the support from the Programme in project-related documents and information materials intended for the general public or for participants;
  - 3) it shall post in public places:
    - a) durable information boards or commemorative plaques bearing the logo of the Programme. It shall do so immediately after the start of the substantive implementation of the project, which includes in-kind investments or the purchase of equipment, or after the installation of the purchased equipment. The obligation applies to projects with a value above EUR 100,000.
    - or
    - b) at least one poster of at least A3 size or a similar-sized electronic display with information about the project and support from the Programme - in other projects;
  - 4) in the case of projects of strategic importance and projects whose total value exceeds EUR 5 000 000, it shall organise an information event involving the Managing Authority and the European Commission;
  - 5) it shall use the logo of the Programme, which includes the symbol of the European Union, when carrying out activities with regard to visibility, transparency and communication;
  - 6) it shall document the communication activities carried out in the project;
  - 7) it shall inform the Joint Secretariat of planned and ongoing activities with regard to visibility, transparency and communication in the project and the completion of significant milestones of the project, including with regard to outputs and results.
3. The Lead Partner shall ensure that each Project Partner implements the activities described in section 2 and all other activities of the project communication plan in line with the recommendations contained in the Programme Manual.
  4. The Lead Partner shall ensure that all Project Partners commit to make available to the Joint Secretariat, free of charge, the existing photographic and audio-visual documentation of the project implementation and to give their consent to the use of such documentation by the Managing Authority or the Joint Secretariat in their information and promotion activities. The transfer of this documentation will be taking place on the basis of separate, royalty-free licence agreements.



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5. The obligation to make available the documentation free of charge, referred to in section 4, shall also apply where such material is requested by the European Union institutions, authorities, or its organizational units.
6. Should the Lead Partner or the Project Partners not fulfil their obligations referred to in section 2 items 1-5, the Managing Authority shall reduce the co-financing to a given partner in line with the rules specified in the Programme Manual.

### § 16.

#### AMENDMENTS TO THE AGREEMENT

1. The amendments to the agreement and its Appendices which constitute its integral part may be introduced only within the period of the factual implementation of the project, referred to in § 5, and in accordance with the principles described in the Programme Manual, otherwise shall be null and void.
2. Amendments to the agreement shall be made keeping the following rules:
  - 1) Any amendment to the agreement must be in writing, otherwise shall be null and void, subject to items 2 and 3;
  - 2) The amendments in the Appendices to the agreement do not require the amendment to the agreement in the form of an annex, unless they have a direct impact on the content of its provisions;
  - 3) Changes of the seat of the Lead Partner, Lead Partner's 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 an amendment to the agreement in the form of an annex. The Lead Partner shall notify them to the Joint Secretariat. In case where the Lead Partner fails to the Joint Secretariat of the change of the bank account, the Lead Partner shall bear all related costs resulting in the failure to notify this change;
  - 4) The Lead Partner shall submit the requests for changes to the Joint Secretariat within the deadlines specified in the Programme Manual. Failure to meet these deadlines may result in the request for changes being left unexamined.

### § 17.

#### 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 awarded co-financing;
  - 2) may request the reimbursement of a part or total of the amount of co-financing paid to the Lead Partner.
2. The Managing Authority may waive the sanctions referred to in section 1, if the Lead Partner:



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- 1) duly documents the reasons, independent of it, for not having achieved the target values of the indicators declared in the Application Form  
and
- 2) demonstrates its own or the Project Partner's efforts to achieve the target values of the indicators declared in the Application Form.
3. If the project's goal has been achieved but the Lead Partner or the Project Partner failed to keep the due diligence in its implementation, the Managing Authority may demand the return of a part of the co-financing paid to the Lead Partner. Then, the Managing Authority may appropriately reduce the amounts in all budget categories of the project related to the activities carried out not in line with the Application Form.

### **§ 18.**

#### **FAILURE TO MAINTAIN PROJECT DURABILITY**

If the durability of the project is not maintained, the Lead Partner shall return the co-financing in accordance with § 12.

### **§ 19.**

#### **TERMINATION OF THE AGREEMENT**

1. The Managing Authority shall have the right to terminate the agreement within 1 month notice period, if the Lead Partner:
  - 1) received co-financing on the basis of:
    - a) false or incomplete declarations or documents;
    - b) non-disclosure of information, despite the existing obligation of disclosure thereof, in order to misappropriately or wrongfully retain the received co-financing;
  - 2) while implementing the agreement, has not observed national or European Union provisions of law or provisions of documents referred to in § 2 section 3 points 2 and 3;
  - 3) misused all or a part of the awarded co-financing or violated the European Union and national legislation, the current programme documents and the national and European Union rules and guidelines or contrary to the provisions of the agreement or received all or part of the awarded co-financing unduly or in excessive amounts;
  - 4) due to reasons attributable to it:
    - a) has not started the factual implementation of the project within 3 months from the date referred to in § 5 section 1;
    - b) has not achieved the intended project objectives;



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- c) has not achieved the intended project outputs;
  - 5) is not able to complete the factual implementation of the project within the period referred in § 5 section 2 and when the delay is greater than 6 months in relation to the activities planned in the Application Form;
  - 6) ceased the project implementation or it implements the project in a manner inconsistent with the agreement;
  - 7) failed to provide all required Project Progress Reports;
  - 8) refuses to submit to a control or audit by authorized institutions;
  - 9) failed to introduce countermeasures against the established irregularities within the specified period;
  - 10) 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 authorised to control were given;
  - 11) is not able to prove that Project Progress Report include complete and accurate data, and that the reported expenditures are eligible;
  - 12) is in liquidation or when subject to receivership or when its business activities are suspended or is subject to similar proceedings;
  - 13) did not inform the Managing Authority of the change of its 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.
  - 14) there is a criminal proceeding against the Lead Partner or the Project Partner in a corruption case affecting the financial interests of the European Union.
2. In the event of the termination of the agreement for the reasons referred to in section 1, the Lead Partner shall reimburse the co-financing in accordance with § 12.
  3. In the event when the European Commission does not provide the European Union funds for the Programme 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, the agreement may be terminated by the unanimous will of the Parties. In such case the Lead Partner shall have 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



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may be terminated at a written request of the Lead Partner, if the Lead Partner returns the awarded co-financing in accordance with § 12, subject to §17.

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 17.

### § 20.

#### COMPLAINTS

1. The specific rules for the complaints concerning the results of the controls referred to in Article 46 of the Interreg Regulation, where provided for, are governed by the national regulations referred to in the Programme Manual.
2. The Lead Partner has the right to complain against the findings of the Managing Authority, other than those indicated in section 1, which result in termination of the agreement, the reduction of the co-financing rate or the need to recover funds paid by the Managing Authority under the agreement.
3. The complaints referred to in section 2 shall be lodged by the Lead Partner to the Managing Authority within 14 calendar days. The time limit begins from the day following the date of receipt of the written information from the Managing Authority by the Lead Partner.
4. The complaints filed 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 complaints unexamined 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 complaints by the Managing Authority.
5. The complaints may be withdrawn by the Lead Partner at any time. The withdrawn complaints shall be left unexamined.
6. The complaints made within the period specified 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 complaints by the Managing Authority, subject to section 7.
7. During the examination of complaints, 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 complaints, 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



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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 of the result of the examination of the complaints, together with a justification for its position. The position of the Managing Authority is final.

### § 21.

#### **RULES ON MAKING AVAILABLE OF PERSONAL DATA**

1. As the project is implemented for the purposes laid down in Article 4 of the General regulation and on the terms set out therein, the Parties, the Joint Secretariat and the Controllers process personal data obtained directly from the persons that the data refer to, and from ICT systems, including CST2021.
2. The Lead Partner is aware that it is a controller within the meaning of Article 4 item 7 of the GDPR<sup>5</sup> in relation to personal data collected within the implementation of the project, in particular personal data provided to it by the Partners participating in the project.
3. The Lead Partner shall be responsible for the processing of personal data and the protection thereof in accordance with the laws on personal data and privacy, including, in particular, the GDPR<sup>6</sup> and the laws of the country having jurisdiction over its registered office.
4. Within the implementation of the project, the Lead Partner shall make the personal data collected available to the Managing Authority, the Joint Secretariat and the relevant Controller.
5. The making available of personal data shall be made in writing on paper or electronically, using the method of communication agreed by the Parties as set out in § 24 of the agreement, including in particular the use of CST2021.
6. The scope of the categories of personal data to be made available - as indicated in Appendix No ..... to the agreement - has been established taking into account the principle of data minimisation referred to in Article 5 section 1 letter c of the GDPR. Amendments to Appendix No ..... to the agreement do not require an annex, but only a notification of their introduction together with the provision of reasons for such changes.
7. In the result of making available of personal data by the Lead Partner, the institutions referred to in section 4 shall become independent, separate from the Lead Partner controllers of the data made available to them.

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<sup>5</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119, 4.05.2016, p.1, as amended).

<sup>6</sup> Not applicable to beneficiaries from outside EEA.



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8. The institutions referred to in section 4 may make available personal data to other entities and bodies of the European Union to the extent necessary for the performance of tasks related to the implementation of the Programme, as specified by provisions of law or by the agreement.
9. The institutions referred to in section 4 shall not transfer the personal data made available to a third country and international organisation other than the European Union.
10. The Lead Partner is obliged to fulfil the information obligation referred to in Articles 13 and 14 of the GDPR towards the persons whose data it acquires, including the Partners involved in the implementation of the project. The Lead Partner shall fulfil the information obligation both on its behalf and on behalf of the institutions referred to in section 4 to which it makes the data available. The information obligation may be performed on the basis of the form of information clause constituting Appendix No ..... to the agreement or any other template of the information clause used by the Lead Partner, provided that it shall contain all the elements and information included in Appendix No ..... to the agreement. Amendments to Appendix No ..... to the agreement do not require an annex but only the notification of their introduction together with provision of reasons for their introduction.
11. In case of an event indicating the likelihood of a breach of personal data protection as referred to in Article 33 of the GDPR, with respect to personal data made available in connection with the implementation of the project, affecting the flow of data in the CST2021, or the occurrence of which at one of the Parties will adversely affect the processing of data at the other Party, the Parties undertake to inform each other of the likely breach of the personal data protection in order to clarify it and take remedial measures.
12. In the event of an infringement in the area of data protection and information security events and incidents, each Party shall handle them in accordance with the applicable internal regulations. In order to communicate information related to events and incidents and breaches in the area of personal data protection in an efficient and timely manner, the Parties establish the following points of contact:
  - 1) at the Managing Authority: iod@mfigpr.gov.pl and sekretariatdwt@mfigpr.gov.pl;
  - 2) at the Lead Partner: .....
13. The mutual informing referred to in section 11 should concern at least the extent of the information referred to in Article 33 section 3 of the GDPR.
14. Each Processor shall handle and report personal data protection breaches and notify data subjects independently.





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15. The Parties shall inform each other immediately, to the e-mail addresses indicated in section 12, of the following situations arising in relation to the personal data made available which may adversely affect their processing within the implementation of the project:
  - 1) any failure to comply with the controller's obligations, breach of personal data confidentiality or misuse of personal data;
  - 2) any activities or proceedings carried out, in particular, by a supervisory authority, public authorities, the police or a court.
16. The Parties undertake to inform each other of requests for the exercise of data subjects' rights under Articles 15-22 of the GDPR - in particular in relation to personal data uploaded to CST2021 - affecting the processing of the data made available by the agreement by the other Parties, and, if necessary, to exchange information on the handling of requests under Articles 15-22 of the GDPR. This obligation applies to requests that affect the limitation or impossibility of processing of the data made available within the agreement.
17. The Parties declare that they have implemented appropriate technical and organisational measures to ensure an adequate level of security appropriate to the risks involved in the processing of personal data as referred to in Article 32 of the GDPR.
18. Each Party shall be fully responsible for its data processing operations and for the proper implementation of the agreement, in accordance with its terms. Nevertheless, the Parties undertake to assist each other, insofar as necessary, in the performance of their obligations under the law and the agreement, in particular those indicated in Articles 35 and 36 of the GDPR.
19. All data and information provided to a Party within the performance of the agreement both during and after its termination, shall be treated as being subject to protection and may only be used by the Party for the performance of its obligations under the agreement.
20. In particular, information concerning the infrastructure (including, in particular, ICT) and technical, technological, legal and organisational solutions of the devices, systems and ICT networks of the Managing Authority, obtained in connection with the conclusion and implementation of the agreement, regardless of the form of recording, the method of transmission or obtaining and the source of the information, shall be protected.

### § 22.

#### CENTRAL ICT SYSTEM

1. The Lead Partner shall settle the implemented project in CST2021 and shall apply the current CST2021 Beneficiary Manual provided by the Managing Authority.



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2. The Lead Partner, working in the CST2021, shall:
  - 1) prepare and send the Partner Progress Reports from the implementation of its own part of the project to the competent Controller;
  - 2) record information on the project's payment schedule;
  - 3) record information on planned and conducted public procurement procedures, planned and awarded contracts, information on concluded contracts and selected contractors and project personnel in relation to its own part of the implemented project;
  - 4) conduct correspondence with the relevant Controller regarding its own part of the implemented project and provide the necessary information and documents at the request of the Controller.
3. Besides, the Lead Partner shall also:
  - 1) prepare and send a Project Progress Report to the Joint Secretariat;
  - 2) conduct all correspondence with the Joint Secretariat and, where appropriate, with the Managing Authority in relation to the implemented project and provide the Joint Secretariat and, where appropriate, the Managing Authority with the necessary information and documents upon their request;
  - 3) manage the changes to the implemented project.
4. The Lead Partner shall appoint persons authorised to carry out activities related to the implementation of the project on its behalf, hereinafter referred to as "authorised persons", including - the person(s) authorised to manage user rights on the Lead Partner's side for the project. To this end, the Lead Partner shall submit a completed request for the addition of a project manager, according to the template made available at the programme website, to the Joint Secretariat. Any action in CST2021 by authorised persons shall be treated in legal terms as an action of the Lead Partner.
5. Persons authorised by the Lead Partner located on the territory of the Republic of Poland shall use a qualified electronic signature to sign progress reports in CST2021. When, for technical reasons, the use of a qualified electronic signature is not possible, progress reports shall be signed using a non-qualified CST2021 certificate (authorisation code sent to the authorised person's e-mail address).
6. Persons authorised by the Lead Partner not established in the Republic of Poland shall use a CST2021 non-qualified certificate (authorisation code sent to the email address of the authorised person) to sign progress reports in CST2021.



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7. Submission of documents in electronic form in CST2021 does not relieve the Lead Partner from its obligation to keep them. The Lead Partner shall also keep the originals of the documents on the basis of which their electronic versions (e.g. scans, photos) were created. The Lead Partner shall make available during the on-the-spot controls carried out by authorised institutions both the original documents and their electronic versions.
8. All correspondence between the Lead Partner and the relevant Controller, the Joint Secretariat and the Managing Authority shall be carried out exclusively in CST2021, subject to section 9.
9. The following categories of cases may not be the subject of communication carried out exclusively in CST2021:
  - 1) amendments to the agreement requiring an annex thereto;
  - 2) on-the-spot controls of the project;
  - 3) recovery of funds from the Lead Partner;
  - 4) complaints against the findings of the Managing Authority;
  - 5) termination or withdrawal from the agreement.
10. The Lead Partner and the Managing Authority recognise the legal effectiveness of the communication and data exchange carried out in CST2021 without the possibility of questioning its effect.
11. In justified situations, e.g. in case of failure of CST2021, when the time of restoration of the system will not allow to submit the Partner Progress Report or the Project Progress Report within deadline, the Lead Partner shall submit the progress reports in paper version according to the template available at the programme website. The Lead Partner commits to complete the data in CST2021 for the documents submitted in writing within 5 working days from the receipt of information about the failure recovery.
12. Persons authorised by the Lead Partner are required to comply with the Security Rules for information processed in CST2021.
13. The Lead Partner shall immediately report to the Joint Secretariat on any failure of CST2021 that makes it impossible or difficult to work in CST2021, resulting in particular in the inability to send a Partner Progress Report in CST2021 to the Controller or a Project Progress Report to the Joint Secretariat.
14. The Lead Partner is obliged to inform the Managing Authority in every single case of any unauthorised access to the Lead Partner's data in CST2021.



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15. A detailed description of the Lead Partner's tasks in working in CST2021 and the deadlines for the tasks are set out in the current Programme Manual or the CST2021 Beneficiary Manual available on the programme website.

### § 23.

#### FINAL PROVISIONS

1. If any provision of the agreement becomes 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 shall 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 agreement 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 the responsibilities associated with maintaining the durability of the project and archiving responsibilities described in § 8 section 17 and 21<sup>7</sup> are fulfilled.
5. The agreement is drawn up in the English language and concluded electronically, by affixing of qualified electronic signatures by both Parties in a single pdf document.
6. In particularly justified cases, if, due to technical or organisational problems, it is not possible for a Party or Parties to submit their statements of intent electronically, a Party or Parties may submit their statements of intent in written form.
7. Sections 5 and 6 shall apply accordingly to amendments of the agreement in the form of an annex.
8. The Lead Partner acknowledges that information on the project being subject to the agreement, will be made public within the scope defined in Article 49 section 3 of the General Regulation,. The publication will take place by posting the list of selected and co-financed projects on the programme website and the website portal operated by the minister responsible for regional development.

### § 24.

#### CORRESPONDENCE

1. All correspondence connected with the implementation of this agreement is conducted in CST2021, subject to section 2.
2. For the categories of cases referred to in § 22 section 9, correspondence shall be conducted in CST2021 and one of the following forms of communication:

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<sup>7</sup> Applicable for projects where state aid is granted.



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- a) registered mail;
- b) courier delivery;
- c) ePUAP inbox.

3. Correspondence in paper form shall be sent to the following addresses:

### **Managing Authority**

[name of the institution]

Territorial Cooperation Department  
ul. Wspólna 2/4, 00-926 Warsaw  
Poland

### **Lead Partner**

[Name of the Lead Partner]

[Address of the Lead Partner]

### **Joint Secretariat**

Interreg South Baltic Programme 2021-2027

[Address of the Joint Secretariat]

4. The changes to the addresses listed in the section 3 do not require amendments to the agreement in the form of an annex.

### **§ 25.**

#### **CONCLUSIVE LAW AND JURISDICTION**

1. In the event of a dispute the agreement is subject to Polish law with respect to § 23 section 2.
2. The Parties shall strive to settle a dispute amicably. Unless the parties agree otherwise, the conciliation proceedings shall be conducted in Polish language with the participation of an interpreter if the Lead Partner is an entity from a Member State other than Poland.
3. If a dispute is not resolved by amicable negotiation, it shall be settled by the common court competent for the registered office of the Managing Authority.

### **§ 26.**

#### **APPENDICES TO THE AGREEMENT**

The following Appendices constitute integral parts of the agreement:

1. Appendix No 1 – copy of the decision of the Monitoring Committee;
2. Appendix No 2 – copy of the power of attorney for the person representing the Managing Authority;
3. Appendix No 3 – copy of the document confirming the power of attorney to sign the agreement for the person representing the Lead Partner;
4. Appendix No 4 – (name of the appendix);
5. Appendix No 5 – (name of the appendix);



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- 6. Appendix No 6 – (name of the appendix);
- 7. Appendix No 7 – (name of the appendix).

	<b>On behalf of Managing Authority,</b>	<b>On behalf of Lead Partner</b>
First name and surname	Rafał Baliński	.....
Position	Director of the Territorial Cooperation Department in the Ministry of Development Funds and Regional Policy	.....
Signature and stamp (if applicable)	.....	.....
Place, date	.....	.....