MINIMUM SCOPE

**PARTNERSHIP AGREEMENT**

(hereinafter: „the agreement”)**[[1]](#footnote-2)**

within framework of the implementation of the **Project No [project number] …………………..**

**titled [ACRONYM and project title] …………………..**

in accordance with the decision of the Monitoring Committee dated [dd.mm.yyyy] .......................,

within the framework of the Interreg VI-A Poland – Denmark – Germany – Lithuania – Sweden (South Baltic) Programme 2021–2027,

concluded between:

[full name of the Lead Partner]

[legal status (organisation)]

[particulars identifying the Lead Partner[[2]](#footnote-3)]

[address]

[VAT (NIP) number, in case of the Lead Partner registered as a VAT payer], hereinafter referred to as the **"Lead Partner"**,

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

attached hereto as Appendix No ……….,

and

[full name of the Project Partner]

[legal status (organisation)]

[particulars identifying the Project Partner[[3]](#footnote-4)]

[address]

[VAT (NIP) number, in case of the Project Partner registered as a VAT payer], hereinafter referred to as the **"Project Partner"**[[4]](#footnote-5),

represented by [first name, surname and position of the person representing the Project Partner] ………., based on ………. dated ……….,

attached hereto as Appendix No ……….

hereinafter referred to jointly as the „Parties”.

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;

**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) 2023/2831 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 2023/2831 of 15.12.2023);

**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 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 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;

**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;

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

**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 Partner’s Account** – means the bank account held by each of the Project Partners in EUR, indicated in Appendix No …….. to the agreement, to which the co-financing is transferred,

**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, as amended;

**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;

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

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

**Subsidy Contract** – contract no ………………….. concluded between the Managing Authority and the Lead Partner for the implementation of the project ………………….. [ACRONYM, project title];

# § 2.

**SUBJECT OF THE AGREEMENT**

1. This agreement provides for the principles of cooperation as well as mutual obligations of the Parties for the purpose of implementing the project ……… [project title and number].
2. The agreement also sets out the requirements for the proper management by the Parties of the co-financing awarded for the project implementation and the conditions for the recovery by the Lead Partner from the Project Partners of the irregularly spent amounts.
3. During the project implementation and during its durability period, the Parties shall act in accordance with:
	1. the binding provisions of European Union and national law, in particular:
		1. Interreg regulation;
		2. ERDF regulation;
		3. General regulation*;*
		4. European Commission’s implementing regulations, supplementing the General regulation, the Interreg regulation and the ERDF regulation;
		5. *de minimis* regulation;[[5]](#footnote-6)
		6. GBER;
		7. 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, as amended);
		8. national and European Union provisions on *de minimis* aid and State aid;
		9. national and European Union provisions on personal data protection;
		10. national and European Union provisions on public procurement;
		11. 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;
		12. other binding national provisions (i.e. labour law, taxation, protection of the environment etc.);
	2. current versions of programme documents, in particular:
		1. Interreg Poland – Denmark – Germany – Lithuania – Sweden (South Baltic) Programme 2021–2027;
		2. Programme Manual;
		3. CST2021 Beneficiary Manual;
	3. national and European Union principles and guidelines, in particular:
		1. 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);
		2. 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. As well as:
4. the jointly submitted Application Form;
5. the Subsidy Contract.
6. The Project Partner declares to have familiarized itself with the documents listed in section 3 and acknowledges the way in which any amendments to the documents shall be made available to the Project Partner.
7. The Project Partners confirm the truthfulness of the data included in the agreement and Appendices constituting its integral part.
8. All Project Partners commit 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.

# § 3.

**TERM OF THE AGREEMENT**

1. The agreement shall enter into force on the day of its signing by the last Party.
2. The agreement shall be valid until all obligations of the Lead Partner, including those related to the durability of the project, as defined in the Subsidy Contract, and all obligations of the Parties under the agreement are fulfilled.

# § 4.

**RIGHTS AND OBLIGATIONS OF THE LEAD PARTNER**

1. The Lead Partner is authorised by the Project Partners to sign the Subsidy Contract with the Managing Authority and to take over the responsibility for ensuring the implementation of the whole project towards the Managing Authority.
2. The Lead Partner shall be accountable to the Managing Authority for the correct and timely implementation of the project. The Lead Partner shall also be responsible for any action taken or failure to take action by the Project Partners, which result in a breach of the obligations imposed by the Subsidy Contract and the agreement.
3. The Lead Partner is authorised by the Project Partners to contacts with the Managing Authority in the framework of the implementation of the project. The Lead Partner shall coordinate and intermediate the communication between the other Project Partners and the Joint Secretariat and the Managing Authority. The Lead Partner shall make available to the other Project Partners documents and information received from the Joint Secretariat and from the Managing Authority, necessary for the implementation of their activities.
4. At the request of any Project Partner, the Lead Partner shall be obliged to immediately request from the Joint Secretariat any information necessary for the proper implementation of its part of the project. The Project Partner shall be obliged to provide the Lead Partner without delay with all relevant information and documents necessary for the preparation of the request to the Joint Secretariat.
5. The Lead Partner shall ensure the timely start of the project implementation and the completion of all activities provided under the project and its termination in accordance with the Schedule agreed jointly with the remaining Project Partners, which constitutes Appendix No …….. to the agreement. If needed, the Lead Partner shall update the Schedule in accordance with the deadlines and rules set out in the Programme Manual.
6. The Lead Partner shall:
	1. ensure that activities under the project are implemented correctly It shall inform the Project Partners and the Joint Secretariat immediately about any circumstances which might adversely affect the deadlines and scope of activities provided for in the Schedule;
	2. monitor on a regular basis the substantive progress of the project implementation and inform the Joint Secretariat immediately of any circumstances that delay or prevent its full implementation in accordance with the Application Form or of the intention to discontinue the project;
	3. take actions for the timely receipt of co-financing and shall immediately transfer the appropriate parts of co-financing to the bank accounts of the Project Partners, within 5 working days from the date of crediting the Lead Partner's account with the co-financing, without undue delay and without deductions;
	4. make available the documents, correct errors in Project Progress Reports and provide necessary clarifications to the competent Controller or the Joint Secretariat within the time limits specified by these institutions;
	5. submit in a timely manner the Project Progress Reports to the Joint Secretariat and request reimbursement of eligible expenditure incurred under the project, on the basis of the Partner Progress Reports;
	6. ensure an audit trail enabling the identification of each financial operation;
	7. return the funds within the time limit and in accordance with the rules specified in the Subsidy Contract, in case when the Managing Authority, in accordance with the provisions of the Subsidy Contract, requests the return of a part or the entire amount of the paid co-financing. The Lead Partner shall be responsible for recovering the appropriate amount of co-financing from the relevant Project Partner;
	8. coordinate the information and promotion activities carried out by individual Project Partners, in accordance with the Application Form and the Schedule;
	9. ensure an adequate number of competent staff and the technical resources are available to carry out the Lead Partner's duties effectively. It shall appoint a project coordinator who shall be responsible for the coordination and implementation of all operational activities necessary for the implementation of the project;
	10. keep documents which relate to the implementation of the project in a manner which ensures their confidentiality and security. All documents shall be made available for the period of five years from 31 December of the year in which the Managing Authority made the final payment to the Lead Partner;
	11. in the event of State aid or de minimis aid being awarded in the project, keep the documents relating to the aid granted for 10 years from the date on which it was awarded, in a manner which ensures confidentiality and security;
	12. be responsible for the durability of the project for five years from the date of the last payment made by the Managing Authority to the Lead Partner and under the conditions laid down in European Union legislation and the Programme Manual;
	13. if any of the Project Partners withdraws from the project, shall ensure the contractual use of the project outputs and the durability of the project for the part of the project for which that Project Partner was responsible for.
7. The Lead Partner shall assure itself that the expenditures submitted by the Project Partners have been incurred for the implementation of the project and correspond to the activities agreed between the Partners.
8. The Lead Partner shall verify whether the expenditures presented by the Project Partners have been approved by the Controllers.
9. The agreement provides for the possibility of awarding State aid by the Lead Partner in the project. The Lead Partner may formally transfer to the Project Partner the rights and obligations related to awarding State aid, and the Project Partner may transfer them to another entity. In order to enable the performance of rights and obligations related to awarding State aid, the Lead Partner shall provide the Project Partner with the reference number of the State aid scheme, i.e. SA.111014.
10. In case of the occurrence of State aid in the project, the transparency obligation 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 – in the Member State relevant for the seat of the Partner awarding the aid;
		2. in case of aid awarded by the Managing Authority on other basis than referred to in item 1 – in the Member State relevant for the seat of the Managing Authority.
11. In 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:
12. 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;
13. in case of aid awarded by the Managing Authority on other basis than referred to in item 1– of the Member State relevant for the seat of the Managing Authority.
14. The entity holding the rights to award State aid shall be responsible for checking the admissibility of awarding the aid;
15. Should State aid and/or de minimis aid be awarded within the project:
16. The entity applying for *de minimis* aid from the Managing Authority shall attach the following documents to the application for aid:
	* 1. copies of certificates of *de minimis* aid and certificates of *de minimis* aid in agriculture or *de minimis* aid certificates in fishery sector, issued by a granting authority established in Poland, which it received in the period referred to in Article 3 section 2 of De minimis regulation, or a statement on the amount of such aid received during this period or statement on not obtaining such aid during this period;
		2. an information form containing information necessary to award *de minimis* aid;
17. 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 Lead Partner or the Project Partner established in a country other than Poland, shall apply the provisions of law of that country;
18. In the case when the entity authorised to award State aid is an entity established in Poland, it is obliged to i.a.:
19. inform the beneficiary of State aid about the lack of obligation of notifying it to the European Commission and of the reference number assigned by the Commission;
20. prepare and submit a report on the awarded State aid or an information about not awarding such aid.
21. In the case when the entity authorised to award aid is an entity established in Poland:
22. it prepares and submits a report on the awarded aid or information on not awarding such aid to the President of OCCP[[6]](#footnote-7) in line with Article 32 section 1 of the Act of 30 April 2004 on proceedings in matters concerning State aid (OJ 2023, pos. 702);
23. in the event of a change in the value of the awarded aid indicated in the report on awarded aid, mentioned in letter a., it prepares and submits an updated report;
24. 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:
25. for reporting such aid, it shall apply the provisions of law of the country where it is established;
26. transfers the information on the granted aid or the change of the value thereof to the Joint Secretariat;
27. Should the value of awarded aid change, the entity awarding aid, prepares and submits an updated report;
28. The provisions of items 4-6 shall apply accordingly to the preparation and submission of the updated report on the awarded aid.
29. 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.

# § 5.

**RIGHTS AND OBLIGATIONS OF THE PROJECT PARTNERS**

1. Each Project Partner is responsible towards the Lead Partner for its part of the activities and expenditure provided for in the project, in line with the Application Form.
2. Each Project Partner shall:
	1. work towards a timely and full implementation of the Project Partner’s part of the project and fulfil obligations under the agreement and the Programme Manual;
	2. shall bear sole responsibility towards third parties for any damage caused in relation to the implementation of its part of the project and shall waive all claims against the Managing Authority for damage caused by itself or any third party in connection with the implementation of his part of the project;
	3. enable the Lead Partner to fulfil its obligations provided for in the Subsidy Contract. To this end, it shall submit the documents and information required by the Lead Partner within the deadlines enabling it to fulfil its obligations towards the Managing Authority provided for in the Subsidy Contract;
	4. ensure that there is no double financing of eligible expenditure mentioned in the Programme Manual, occurring within the project;
	5. keep 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;
	6. presents in Partner 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;
	7. ensure that the public is informed of the co-financing in the project, in accordance with the requirements set out in the Programme Manual;
	8. monitor the progress in reaching the target values of the output indicators within the project defined in the Application Form;
	9. agree to the processing of project related data for the purposes of monitoring, control, promotion and evaluation of the programme;
	10. immediately inform the Lead Partner of any irregularities, circumstances which cause delay or render impossible the full implementation of the project, or of the intention to cease the implementation of the Partner’s part of the project;
	11. inform the Lead Partner without delay of any circumstances that affect the reduction of the project's eligible expenditure, in particular potential possibilities for recovery of VAT;
	12. immediately inform the Lead Partner of any such change in its legal status which results in a failure to meet the requirements set out the Programme;
	13. immediately inform the Lead Partner of its bankruptcy, liquidation or insolvency;
	14. immediately inform 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;
	15. prepare and carry out public procurement procedures as well as award of public contracts under the part of the project it implements in accordance with the provisions of European Union and national law or with the principle of competitiveness, set out in the Programme Manual;
	16. immediately inform the competent Controller of the conclusion of the award of the public procurement contract in the framework of the project implementation and any amendment made to this contract, concluded with the contractor;
	17. provide the competent Controller with the documentation concerning the public procurement in relation with the implementation of its part of the project immediately after awarding the public procurement contract;
	18. prepare and next, submit the Partner Progress Reports for the verification of the competent Controller, within the deadlines specified in the Programme Manual;
	19. make documents available in a timely manner, correct errors in Project Progress Reports for its part and provide the necessary explanations to the competent Controller or the Lead Partner;
	20. cooperate with the external controllers, auditors, evaluators and submit to controls or audits conducted by the authorized national and European Union services, as well as implement the recommendations from these audits or controls;
	21. 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;
	22. keep documentation concerning the awarded aid, should State aid or *de minimis* aid be awarded within the project, for the period of 10 years from the day of awarding thereof, in a manner ensuring confidentiality and security;
	23. be responsible for maintaining the durability 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 Union law and in the Programme Manual.
	24. reimburse without delay the co-financing unduly received.
3. Each Project Partner has the right to receive co-financing from the Programme's resources in accordance with the project budget, provided that it fulfils its contractual obligations and the project implementation rules set out in § 2 of the agreement.
4. In justified cases, in particular where the Programme is at risk of automatic decommitment as referred to in Article 105 of the General Regulation, the Lead Partner may, at the request of the Joint Secretariat or the Managing Authority, ask any Project Partner to submit additional Partner Progress Report covering a different reporting period than the standard one. In this case, the Project Partner shall submit a Partner Progress Reports in line with the terms specified by the Joint Secretariat.
5. The Agreement provides for possibility of awarding State aid by the Project Partner. In this case, the Project Partner is obliged to comply with provisions of § 4 sections 8-12. The Project Partner or another entity, authorised to award State aid and has its registered office in a country other than Poland, shall submit a report on the awarded aid or information on not awarding such aid, referred to in § 4 section 12 items 5 and 6, also to the Lead Partner.

# § 6.

**COOPERATION WITH EXTERNAL ENTITIES**

1. In cooperation with external entities, including subcontractors, a Project Partner shall bear the sole responsibility towards the Lead Partner for the compliance of the actions of the external entity acting on behalf of the Project Partner with the provisions of this agreement. The Lead Partner shall be immediately informed of the subject and scope of the contract concluded with an external entity.
2. Rights and obligations resulting from this agreement cannot be partly or fully transferred to another entity without a prior consent of all other Parties and the Managing Authority.
3. Contracting the implementation of all or a part of tasks assigned to a given Party shall be in accordance with the principles of implementation of the project specified in § 2.

# § 7.

**SUBMITTING A PARTNER PROGRESS REPORT AND VERIFICATION OF EXPENDITURE**

1. Each Project Partner shall submit its Partner Progress Reports from the implementation of its part of the project along with Appendices to the competent Controller within the time-limits and under the conditions specified in the Programme Manual.
2. The Controller shall verify the Partner Progress Report and the eligibility of expenditures contained therein. The verification will be carried out in accordance with the provisions, guidance or procedure established in a participating Member State with the account of rules established in the Programme.
3. The verification of the Project Partner's expenditure is carried out on the basis of the data contained in the Partner Progress Report and documents provided by the Project Partner, in accordance with the requirements set out in the Programme Manual.
4. If during the verification of the Partner Progress Report it is established by the Controller that there has been a breach of national or European Union law provisions, or of the principles concerning project implementation specified in the Programme Manual, the relevant expenditures may be found as fully or partially irregular by the Controller, and the Controller may adequately reduce the Partner Progress Report. This is applicable also to expenditures incurred prior to signing of the agreement. Establishing the amount of irregular expenditures related to public procurement or the need to safeguard the principle of competitiveness shall be in compliance with national regulations or principles. If in a participating Member State there are no relevant regulations or rules, the amount of irregular expenditures shall be established by the Controller using the rates of financial corrections set out in the 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.
5. The rules of procedure in the case of establishing 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 participating Member State or the rules set out in another document approved within the Programme.
6. The result of verification of the Partner Progress Report is forwarded by the Controller to the Project Partner, in compliance with the principles set out in the Programme Manual.
7. Detailed rules on how the Project Partner may submit complaints regarding the results of controls, if such rules exist, are set out in national regulations or the rules within the Programme, referred to in the Programme Manual.

# § 8.

**PROJECT BUDGET**

1. The financial contribution of individual Partners, including the Lead Partner towards expenditures related to the implementation of the project, as well as the maximum amount of co-financing from the Programme resources for individual Partners, including the Lead Partner, are specified in the Application Form.
2. The awarded co-financing is intended to cover eligible expenditure incurred in connection with the implementation of the project.
3. Individual Partners, including the Lead Partner, commit to provide funding for the project in the amount representing the difference between the total eligible expenditure of the project and the co-financing.
4. Any ineligible or irregular expenditure shall be covered by the Lead Partner or Project Partners respectively from their own resources.

# § 9.

**TRANSFERRING CO-FINANCING TO THE PROJECT PARTNER**

1. The Lead Partner transfers the co-financing to the bank accounts of Project Partners in the appropriate amount, and in compliance with the Project Progress Report approved by the Managing Authority, considering all deductions or the financial corrections imposed on the Project Progress Report by the Managing Authority or by an entity appointed by the Managing Authority, subject to § 11. The Lead Partner informs the Project Partners about the deductions and imposed financial corrections.
2. The co-financing is transferred to the individual Project Partners by the Lead Partner within 5 working days from the day when the co-financing received from the Managing Authority is credited to the Lead Partner's bank account. The co-financing is transferred to the bank accounts of the Project Partners specified in Appendix No ……….
3. Bank fees and currency conversion costs related to the transfer of the co-financing shall be borne by .................. [Lead Partner, Project Partners, other - please specify the selected solution].
4. The co-financing shall be transferred by the Lead Partner in EUR to the bank accounts of the individual Project Partners, specified in Appendix No ...................
5. The following conditions must be fulfilled before the co-financing is transferred to Project Partners by the Lead Partner: the obligations under this agreement must have been fulfilled, the Project Progress Report must have been approved by the Managing Authority, and the co-financing must have been transferred to the Lead Partner's bank account, as provided for in the Subsidy Contract.

# § 10.

**DEDUCTIONS BY THE MANAGING AUTHORITY**

1. If the Managing Authority, before the approval of the Project Progress Report, finds that there have been ineligible expenditures or irregular expenditures in the Project Progress Report, or that the provisions Subsidy Contract have been violated, the Managing Authority may reduce the amount of eligible expenditure. In such case, the Joint Secretariat or the Managing Authority will inform the Lead Partner of its findings.
2. In case the Managing Authority informs the Lead Partner that it has found the premises referred to in section 1, the Lead Partner shall submit this information to the relevant Project Partner within 2 calendar days from its receipt by the Lead Partner. The Project Partner may submit objections to the findings of the Managing Authority to the Lead Partner within 7 calendar days from the receipt of the information by the Project Partner. The Lead Partner shall forward the objections to the Managing Authority according to the procedure specified in the Subsidy Contract concluded between the Lead Partner and the Managing Authority.

**§ 11.**

**RECOVERY OF FUNDS**

1. If co-financing has been paid in the project:
2. for ineligible expenditures,
3. for irregular expenditures,
4. or the provisions of the agreement have been violated,
5. or the funds were unduly paid or overpaid

the Managing Authority issues a call for payment and the Lead Partner returns the unduly received co-financing. The Project Partner shall be obliged to reimburse to the Lead Partner the unduly received co-financing, together with interest due to the Managing Authority, on the terms, within the deadline and to the account indicated by the Lead Partner.

1. If a Project Partner fails to reimburse the funds within the period set by the Lead Partner, the Lead Partner shall reduce the amount of the co-financing due on the basis of the subsequent Project Progress Reports by the amount due to be reimbursed. In the event when the amount due exceeds the amount of the co-financing due under subsequent Project Progress Reports for a Project Partner, the Lead Partner may take further action against the Project Partner concerned to recover the missing funds. The costs of recovery actions shall be borne by the Project Partner.
2. If there appear grounds enabling the Project Partner to recover the VAT previously deemed as eligible in the project, the Project Partner shall return to the Lead Partner the unduly received co-financing for the incurred VAT costs. The Lead Partner shall return these funds to the Managing Authority.

# § 12.

**IMPOSING FINANCIAL CORRECTIONS**

1. If the Managing Authority imposes a financial correction on the project and the correction relates to irregular expenditures of the Project Partner, the Lead Partner shall immediately inform the relevant Project Partner about the findings of the Managing Authority. The Project Partner shall not be able to complain against this decision.
2. The value of the financial correction shall be equal to the amount of irregular expenditure in the part corresponding to the amount of the co-financing.

# § 13.

**CONTROLS AND AUDITS**

1. The Project 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 programme documents.
2. The Project Partner shall give access to all documents relating to the project implementation to the entities referred to in section 1, throughout the entire period when such documents are kept, referred to in § 8 section 2 item u. and, if it is necessary to state the eligibility of expenditures incurred within project implementation, also to the documents not related directly to the project implementation.
3. The Project Partner shall take corrective actions within the deadlines specified in the recommendations issued during the controls and audits.
4. The Project 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.

# § 14.

**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. The Partners, including the Lead Partner, commit 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.

# § 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. Each Partner, including the Lead Partner shall implement at least the following activities from the project communication plan:
3. it shall post a brief description of the project, information on its objectives and results, and financial support from Interreg on its official website or social media pages, if such pages exist;
4. it shall insert a visible information on the support from Interreg in project-related documents and information materials intended for the general public or for participants;
5. it shall post in public places:
6. 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

1. 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;
2. 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;
3. 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;
4. it shall document the communication activities carried out in the project;
5. it shall inform the Joint Secretariat, via the Lead Partner as the intermediary, of the 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.
6. Each Partner, including the Lead Partner, shall implement 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.
7. All Partners, including the Lead Partner, 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.
8. 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.
9. 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. All Project Partners acknowledge that amendments to the Subsidy Contract and to Appendices constituting its integral part, in order to be valid, may be introduced only within the period of implementation of the project substantive measures, referred to in § 5 section 2 of the Subsidy Contract and in accordance with the rules specified in the Programme Manual.
2. Each proposal for an amendment to the Subsidy Contract submitted by the Lead Partner to the Joint Secretariat, must be previously agreed by the Partners of the project.
3. Project Partners shall inform the Lead Partner about any planned and occurred changes related to their part of the project. If a given change of the part of the project requires introducing of the amendments to the Subsidy Contract, the Lead Partner in cooperation with and on the basis of documents received from the relevant Project Partner take actions aiming to amend the Subsidy Contract in accordance with procedures described in § 16 of the Subsidy Contract and the Programme Manual.
4. Project Partners shall submit to the Lead Partner the documents necessary to amend the Subsidy Contract or to its Appendices well in advance, that is within the deadline allowing for their implementation in accordance with the Subsidy Contract and the Programme Manual.

# § 17.

**INADEQUATE PROJECT IMPLEMENTATION**

1. Project Partners acknowledge in case when target values of the output indicators specified in the Application Form are not achieved, the Managing Authority may:
	* 1. adequately reduce the value of the awarded co-financing,
		2. request the return of a part or the whole amount co-financing paid to the Lead Partner.
2. In reference to section 1, the Lead Partner may request each of the Project Partners duly document the reasons for not achieving the indicators target values assigned to the Project Partner’s part of the project and to document the Project Partner’s actions aiming to achieves the indicator values. If the Project Partner, through the Lead Partner, duly documents the reasons independent of it for not achieving the target values of the indicators declared in the Application Form and demonstrates its efforts to achieve the indicators, the Managing Authority may waive the sanctions referred to in section 1.
3. The Project Partners acknowledge that if the project’s goal has been achieved but the Lead Partner or the Project Partner has not kept the due diligence in its implementation, the Managing Authority may request the reimbursement of part of the co-financing paid to the Lead Partner. The Managing Authority may then appropriately reduce the amounts in all budget categories of the project related to the activities carried out not in compliance with the Application Form.
4. If the Managing Authority, on the basis of section 3, requests the Lead Partner to return a part of co-financing related to the activities of one or several Project Partners, the provisions of § 11 shall apply accordingly.

# § 18.

**FAILURE TO MAINTAIN PROJECT DURABILITY**

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

# § 19.

**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 Managing Authority, the Joint Secretariat and the competent Controllers process personal data obtained directly from the persons that the data refer to, and from ICT systems, including CST2021.
2. The Project Partner is aware that it is a controller within the meaning of Article 4 item 7 of the GDPR[[7]](#footnote-8) 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 Project 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[[8]](#footnote-9) and the laws of the country having jurisdiction over its registered office.
4. Within the implementation of the project, the Project Partner shall make the personal data collected available to the Lead Partner, 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, 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 ........... do not require an annex to the agreement, 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 Project Partner, the institutions referred to in section 4 shall become independent, separate from the Project Partner controllers of the data made available to them.
8. The Managing Authority, the Joint Secretariat and the competent Controller 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 8 shall not transfer the personal data made available to a third country and international organisation other than the European Union.
10. The Project 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. The Project 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 Project Partner, provided that it shall contain all the elements and information included in Appendix No .............. to the agreement. Amendments to Appendix No ............ do not require an annex to the agreement 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:
13. at the Lead Partner: …………….
14. at Project Partner 2: …………. [add as appropriate, according to the number of Project Partners signing the agreement]
15. 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.
16. Each Processor shall handle and report personal data protection breaches and notify data subjects independently.
17. 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:
18. any failure to comply with the controller's obligations, breach of personal data confidentiality or misuse of personal data;
19. any activities or proceedings carried out, in particular, by a supervisory authority, public authorities, the police or a court.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.

 **§ 20.**

**CENTRAL ICT SYSTEM**

1. The Project Partner shall settle the implemented project in CST2021 and shall apply the current CST2021 Beneficiary Manual provided by the Managing Authority.
2. The Project 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. The Project 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 Project Partner's side for the project. To this end, the Project 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 Project Partner.
4. Persons authorised by the Project 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).
5. Persons authorised by the Project 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.
6. Submission of documents in electronic form in CST2021 does not relieve the Project Partner from its obligation to keep them. The Project 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.
7. All correspondence between the Project Partner and the relevant Controller shall be carried out exclusively in CST2021, subject to section 9.
8. On-the-spot controls of the project may not be the subject of communication carried out exclusively in CST2021.
9. The Project Partners and the Lead Partner recognise the legal effectiveness of the communication and data exchange carried out in CST2021 without the possibility of questioning its effect.
10. 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 Project Partner shall submit the progress reports in paper version according to the template available at the programme website. The Project 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.
11. Persons authorised by the Project Partner are required to comply with the Security Rules for information processed in CST2021.
12. The Project 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.
13. The Project Partner is obliged to inform the Joint Secretariat in every single case of any unauthorised access to the Project Partner's data in CST2021.
14. A detailed description of the Project 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 programme website.

# § 21.

**AMENDMENTS TO THE AGREEMENT AND FORCE MAJEURE**

1. Amendments to the agreement must be agreed by all Parties and implemented in writing by signing an annex to the agreement. The Lead Partner shall submit the amended agreement to the Joint Secretariat no later than 30 days after the conclusion of the agreement.
2. Amendments of substantial nature to the agreement (including a change of Project Partner, change of financial contribution of the Lead Partner and the Project Partners to the total project budget, as well as the maximum amount of co-financing for the Lead Partner and the Project Partners from the programme budget) require an annex to the Subsidy Contract before the submission of the next Project Progress Reports.
3. A change of the Project Partner's bank account, SWIFT or IBAN code as well as a change of the name and address of the bank in which the account has been established shall be notified to the Lead Partner in writing by the relevant Project Partner. In the event that a Project Partner fails to inform the Lead Partner of a change of its bank account, the relevant Project Partner shall bear all related costs.
4. Neither Party shall be liable for failure to comply with its obligations under the agreement in the event of force majeure. The Project Partner or Lead Partner must immediately notify the other Project Partners and the Lead Partner in writing of the occurrence of force majeure affecting or preventing the implementation of the agreement. The Lead Partner, on the basis of arrangements with the Joint Secretariat, shall inform the Project Partners of the effects of force majeure on the implementation of the project.

# § 22.

**APPLICABLE LAW AND DISPUTE RESOLUTION**

1. The applicable law for this agreement shall be the law of the Lead Partner’s state.
2. In the case of a dispute arising between the Parties as regards the interpretation or implementation of this agreement, the Parties shall seek to resolve their dispute by mediation. To this end, each Partner shall designate one independent mediator. The task of the team of mediators will be to work out a solution to the dispute within 1 month from the date of the establishment of the team.
3. Should the solution proposed by the mediators not be accepted by all Partners, the dispute shall be subject to the jurisdiction of a common court having material competence in the Lead Partner’s state.

# § 23.

**FINAL PROVISIONS**

1. The Parties shall communicate with each other by means of ..................... [to be completed].
2. The agreement has been drawn up in …………………... copies. Each Party shall receive one copy of the agreement.
3. The agreement has been drawn up in English language
4. Unless the Parties decide otherwise, the communication between them shall be in English language.
5. The language for communication with the Joint Secretariat and the Managing Authority is English.
6. The following Appendices are an integral part of the Agreement:
7. Appendix No 1 – …………………...;
8. Appendix No 2 – …………………...;
9. Appendix No 3 – …………………...;
10. Appendix No ….

|  |  |
| --- | --- |
|  | **On behalf of****LEAD PARTNER** |
| [**full name of the Lead Partner**] | ………………….... |
| Name and surname of the authorised person  | ………………….... |
| Position  | ………………….... |
| Signature and stamp (if applicable) | ………………….... |
| Place, date | ………………….... |

|  |  |
| --- | --- |
|  | **On behalf of** **PROJECT PARTNER 2[[9]](#footnote-10)** |
| [**full name of the Project Partner 2**] | ………………….... |
| Name and surname of the authorised person | ………………….... |
| Position | ………………….... |
| Position | ………………….... |
| Place, date | ………………….... |

1. The template of the partnership agreement may be adapted to the needs of the partnership. The partnership agreement template defines the minimum scope of the agreement to be signed between the Lead Partner and the Project Partners. [↑](#footnote-ref-2)
2. identification numbers, as appropriate: NIP (or equivalent) or REGON, KRS (if the entity is subject to registration, or equivalent), VAT (or equivalent). [↑](#footnote-ref-3)
3. identification numbers, as appropriate: NIP (or equivalent) or REGON, KRS (if the entity is subject to registration, or equivalent), VAT (or equivalent). [↑](#footnote-ref-4)
4. Add project partners as appropriate. [↑](#footnote-ref-5)
5. Points e-g are applicable for projects, where the Lead Partner or Project Partners award State aid. [↑](#footnote-ref-6)
6. Office of Competition and Consumer Protection (pol. Urząd Ochrony Konkurencji i Konsumentów) [↑](#footnote-ref-7)
7. 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). [↑](#footnote-ref-8)
8. Not applicable to beneficiaries from outside EEA. [↑](#footnote-ref-9)
9. To be adjusted to the number of Project Partners participating in the project. [↑](#footnote-ref-10)