

# **Agreement**

between

**the Lead Partner**

and

**Project Partners no. 2-10**

of the CENTRAL EUROPE project InduCult2.0 (CE31)

**The following agreement shall be made between:**

District of Zwickau (Landkreis Zwickau), Robert-Müller-Straße 4-8, DE-08056 Zwickau, Germany, represented by Mr. Dr. Christoph Scheurer

Lead Partner (- LP -)

and

Leibniz Institute for Regional Geography  
(Leibniz-Institut für Länderkunde e.V.)  
Schongauerstraße 9, DE-04328 Leipzig  
Germany, represented by Mr. Kurt Wallner,

Partner 2 (- PP2 -)

Municipality of Leoben (Stadtgemeinde Leoben),  
Erzherzog Johann-Straße 22, AT-8700 Leoben,  
Austria, represented by Mr. Kurt Wallner,

Partner 3 (- PP3 -)

University of Graz (Karl-Franzens Universität Graz),  
Universitätsplatz 3, 8010 Graz,  
Austria, represented by Mr. Peter Scherrer

Partner 4 (- PP4 -)

County association of Local action groups (LAGs) of Karlovy Vary Region  
(Krajské sdružení MAS Karlovarského kraje, z.s.),  
K Nemocnici 2381/2, 35002 Cheb,  
Czech Republic, represented by Miroslav Makovička

Partner 5 (- PP5 -)

Padova Chamber of Commerce, Industry, Craft and Agriculture  
(Camera di Commercio Industria Artigianato e Agricoltura Padova),  
Piazza Insurrezione 1/a, 35137 Padova,  
Italy, represented by Fernando Zilio,

Partner 6 (- PP6 -)

BSC, Business support centre ltd., Kranj  
(BSC, Poslovno podporni center d.o.o., Kranj),  
Cesta Staneta Žagarja 37, 4000 Kranj,  
Slovenia, represented by Rok Šimenc,

Partner 7 (- PP7 -)

Sisak-Moslavina County (Sisačko-moslavačka županija),  
Stjepana i Antuna Radića 36, 44000 Sisak,  
Croatia, represented by Ivo Žinić,

Partner 8 (- PP8 -)

Opolskie Centre for Economy Development  
(Opolskie Centrum Rozwoju Gospodarki),  
ul. Krakowska 38, 45-075 Opole,  
Poland, represented by Roland Wrzeciono,

Partner 9 (- PP9 -)

STEBO Competence Center Community Development (STEBO vzw),  
Windekestraat 1, BE-3600 Genk ,  
Belgium, represented by Mr. Erwin De bruyn.

Partner 10 (- PP10 -)

## § 1 Subject of the agreement

1. Subject of this agreement is the financial contribution of the above listed project partners to global expenses of the Lead Partner for the fulfilment of its overall duties for the whole project partnership:
  - a. The Lead Partner has taken over full responsibility for the entire project towards the Managing Authority and has to fulfil all obligations arising from the related subsidy contract (Annex 1).
  - b. Furthermore the Lead Partner has assumed comprehensive duties for accomplishing overall the project and financial management.
2. To support the Lead Partner in covering its additional expenses as described in § 1.1 the Project Partners no. 2-10 agree to pay to the Lead Partner lump sums according to the following scheme:

Financing partner	partners budget (ERDF+CoFin)	lump sum (in %)	lump sum (in EUR)
PP 2 - Leibniz Institute for Regional Geography	249.273,55 €	3,50 %	8.724,57 €
PP 3 - Municipality of Leoben	335.745,00 €	3,50 %	11.751,08 €
PP 4 - University of Graz	248.864,00 €	3,50 %	8.710,24 €
PP 5 - County association of Local action groups (LAGs) of Karlovy Vary Region	276.490,00 €	3,50 %	9.677,15 €
PP 6 - Padova Chamber of Commerce	289.050,53 €	3,50 %	10.116,77 €
PP 7 - BSC, Business support centre ltd., Kranj	251.009,37 €	3,50 %	8.785,33 €
PP 8 - Sisak-Moslavina County	162.348,01 €	3,50 %	5.682,18 €
PP 9 - Opolskie Centre for Economy Development	282.462,90 €	3,50 %	9.886,20 €
PP 10 - STEBO Competence Center Community Development	284.195,00 €	3,50 %	9.946,83 €
<b>Total</b>	<b>2.379.438,36 €</b>		<b>63.447,32 €</b>

3. These amounts cannot be integrated in the financial reports of the InduCult2.0 project, this means: Project partners may not submit these expenses to their respective national control bodies for certification. According to the foreseen, any national control documents where these expenses are included will be rejected by the Lead Partner.

## § 2 Payment

1. The agreed lump sums described in § 1.2 are divided per fiscal year as follows:

Financing partner	partners budget (ERDF+CoFin)	lump sum (in %)	lump sum (in EUR)	lump sum split per fiscal years (in EUR)			
				2016 (7/39)	2017 (12/39)	2018 (12/39)	2019 (8/39)
PP 2 - Leibniz Institute for Regional Geography	249.273,55 €	3,50%	8.724,57 €	1.565,95 €	2.684,48 €	2.684,48 €	1.789,66 €
PP 3 - Municipality of Leoben	335.745,00 €	3,50%	11.751,08 €	2.109,17 €	3.615,72 €	3.615,72 €	2.410,48 €
PP 4 - University of Graz	248.864,00 €	3,50%	8.710,24 €	1.563,38 €	2.680,07 €	2.680,07 €	1.786,72 €
PP 5 - County association of Local action groups (LAGs) of Karlovy Vary Region	276.490,00 €	3,50%	9.677,15 €	1.736,92 €	2.977,58 €	2.977,58 €	1.985,06 €
PP 6 - Padova Chamber of Commerce	289.050,53 €	3,50%	10.116,77 €	1.815,83 €	3.112,85 €	3.112,85 €	2.075,23 €
PP 7 - BSC, Business support centre ltd., Kranj	251.009,37 €	3,50%	8.785,33 €	1.576,85 €	2.703,18 €	2.703,18 €	1.802,12 €
PP 8 - Sisak-Moslavina County	162.348,01 €	3,50%	5.682,18 €	1.019,88 €	1.748,36 €	1.748,36 €	1.165,58 €
PP 9 - Opolskie Centre for Economy Development	282.462,90 €	3,50%	9.886,20 €	1.774,45 €	3.041,91 €	3.041,91 €	2.027,94 €
PP 10 - STEBO Competence Center Community Development	284.195,00 €	3,50%	9.946,83 €	1.785,33 €	3.060,56 €	3.060,56 €	2.040,38 €
<b>Total</b>	<b>2.379.438,36 €</b>		<b>63.447,32 €</b>	<b>11.387,98 €</b>	<b>19.522,25 €</b>	<b>19.522,25 €</b>	<b>13.014,83 €</b>

2. The payments have to be transferred to the Lead Partner's account as follows:

Account No. (IBAN): 32870500003627000080  
Name of the account holder: Landratsamt Zwickau  
Name of the bank: Sparkasse Chemnitz  
Bank Code (SWIFT): CHEKDE81XXX  
Reference: InduCult2.0 CE31, pro-rata lump sum Project Partner xx year jjjj

3. The payments are due as follows:

Year 2016: payment deadline (receipt of payment), 30.11.2016  
Year 2017: payment deadline (receipt of payment), 30.11.2017  
Year 2018: payment deadline (receipt of payment), 30.11.2018  
Year 2019: payment deadline (receipt of payment), 30.04.2019

4. Project Partners 2-10 are obliged to transfer the amounts quantified in § 2.1 to the deadlines set in § 2.3 without any separate payment request by the Lead Partner.

### § 3 Applicable law

1. This agreement is governed by and construed in accordance with German law.
2. In case of litigation between LP and PP no. 2-10 the venue is the court of competent jurisdiction at the seat of the administration of the district of Zwickau (Germany). Legal proceedings will be in German.

### § 4 Concluding provisions

1. 2 copies of this agreement will be made for each project partner (PP2- PP10), of which each party (LP and respective PP) keeps one after signing.
2. This agreement can only be amended in writing by means of an amendment to that effect signed by all parties involved.

#### Annexes:

- Subsidy contract **InduCult2.0 CE31** (Annex 1)

Drawn up in Zwickau, 02.08.2016

#### **Lead Partner**

District of Zwickau (Landkreis Zwickau)

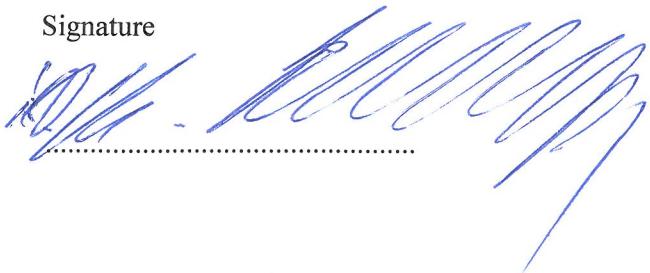
First name and surname of legal representative

Mr. Dr. Christoph Scheurer

Date

02/08/2016

Signature



Stamp

**LANDKREIS ZWICKAU**  
**LANDRATSAMT**  
.....Dezernat IV  
Postfach 10 01 76  
08067 Zwickau

**Project Partner 5**

County association of Local action groups (LAGs) of Karlovy Vary Region  
(Krajské sdružení MAS Karlovarského kraje, z.s.)

First name and Surname of legal representative

Mr. Miroslav Makovička

Date

22/09/2016

Signature



Stamp  
**Krajské sdružení MAS**  
Karlovarského kraje, z.s.  
K Nemocnici 2381/2, 350 02 Cheb  
IČ: 036 02 036