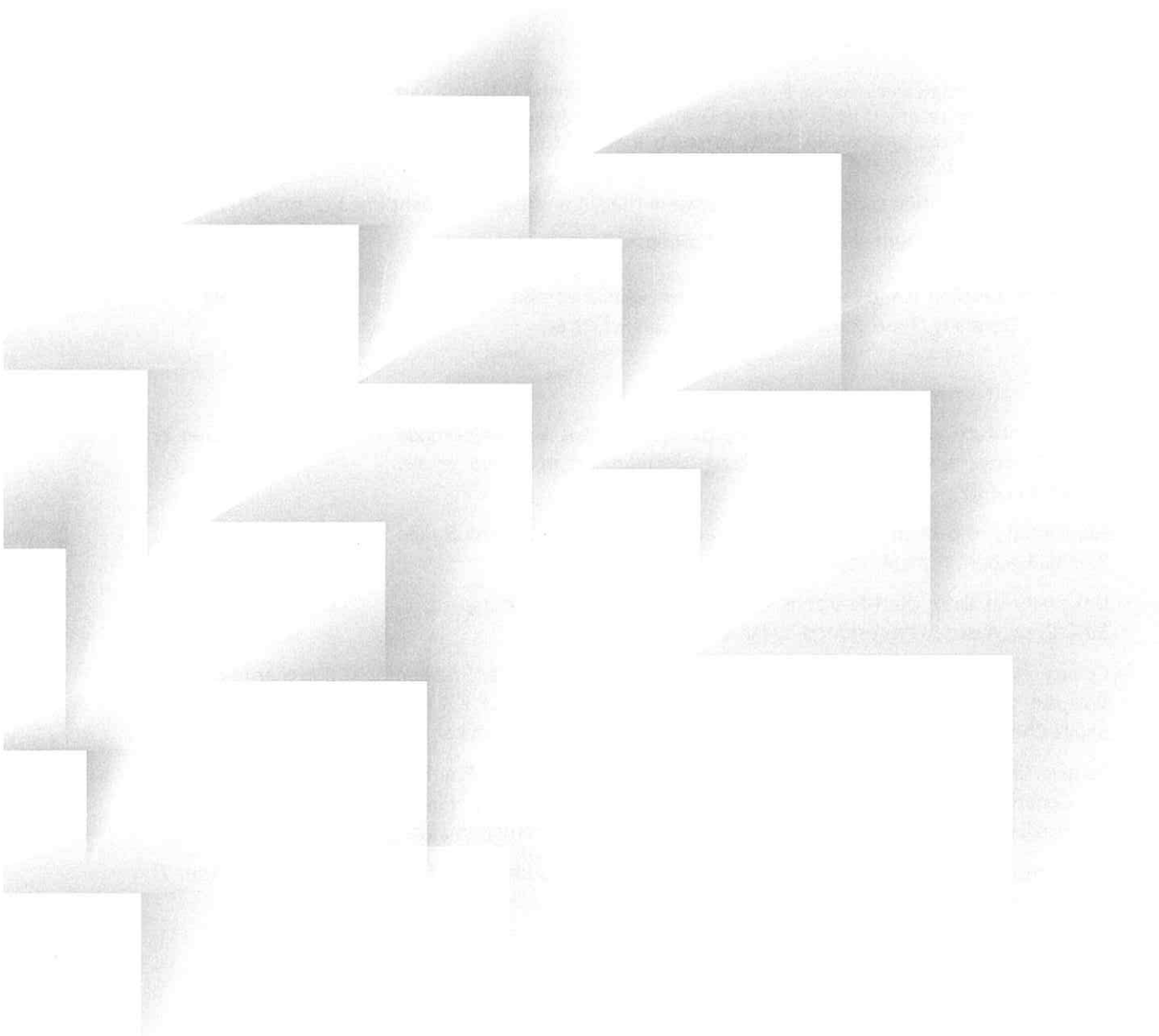




PARTNERSHIP AGREEMENT

Agreement between the lead partner and the partners for the implementation of the Interreg CENTRAL EUROPE project CE31 InduCult2.0



Partnership Agreement
between the lead partner and the partners
for implementation of the Interreg CENTRAL EUROPE project CE 31

Industrial heritage, cultural resources of current industries and
creative pioneers - utilizing Industrial Culture in Central Europe
(InduCult2.0)

Having regard to:

- the legal framework as in § 1 of the subsidy contract signed between the managing authority (hereinafter referred to as MA) and District of Zwickau acting as lead partner (hereinafter referred to as LP) of the project No CE31, acronym InduCult2.0 and in particular Article 13(2) of Regulation (EU) No 1299/2013 and
- § 10 of the subsidy contract signed between the MA and the aforementioned LP on 20/7/2016;

the following agreement shall be made between:

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

and

Leibniz Institute for Regional Geography (Leibniz-Institut für Länderkunde e.V.), Schongauerstraße 9, 04328 Leipzig, Germany, represented by Mr. Sebastian Lentz (Project Partner 2)

Municipality of Leoben (Stadtgemeinde Leoben), Erzherzog Johann-Straße 2, 8700 Leoben, Austria, represented by Mr. Kurt Wallner (Project Partner 3)

University of Graz (Karl-Franzens Universität Graz), Universitätsplatz 3, 8010 Graz, Austria, represented by Mr. Peter Scherrer (Partner Partner 4)

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 Mr. Miroslav Makovička (Partner Partner 5)

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 Mr. Fernando Zilio (Partner Partner 6)

BSC, Business support centre ltd., Kranj (BSC, Poslovno podporni center d.o.o., Kranj), Cesta Staneta Žagarja 37, 4000 Kranj, Slovenia, (Partner Partner 7)

represented by Mr. Rok Šimenc

Sisak-Moslavina County (Sisačko-moslavačka županija), Stjepana i Antuna Radića 36, 44000 Sisak, Croatia, represented by Mr. Ivo Žinić (Partner Partner 8)

Opolskie Centre for Economy Development (Opolskie Centrum Rozwoju Gospodarki), ul. Krakowska 38, 45-075 Opole, Poland, represented by Mr. Roland Wrzeciono (Partner Partner 9)

Stebo Competence Centre Community Development (Stebo vzw Ondernemend voor de samenleving), Windekestraat 1, 3600 Genk, Belgium, represented by Mr. Erwin De bruyn (Partner Partner 10)

for the implementation of the Interreg CENTRAL EUROPE project CE 31 “Industrial heritage, cultural resources of current industries and creative pioneers - utilizing Industrial Culture in Central Europe (InduCult2.0)”, approved by the Monitoring Committee (hereinafter referred to as MC) of the Interreg CENTRAL EUROPE Programme (hereinafter referred to as Interreg CE) on 15/4/2016.

§ 1

Definitions

1. For the purposes of this partnership agreement the following definitions apply:

- a. Project partner (hereinafter referred to as “PP”): any institution financially participating in the project and contributing to its implementation, as identified in the approved application form. It corresponds to the term “beneficiary” used in the European Structural and Investment Funds Regulations.
- b. Lead partner (hereinafter referred to as “LP”): the project partner who takes the overall responsibility for the submission and the implementation of the entire project according to Article 13 (2) of Regulation (EU) No 1299/2013. It corresponds to the term “lead beneficiary” used in the European Structural and Investment Funds Regulations.
- c. Associated partner: any institution/body involved as observer in the project without financially contributing to it, as identified in the approved project application form.

§ 2

Subject of the agreement

1. This partnership agreement lays down the arrangements regulating the relations between the LP and all PPs in order to ensure a sound implementation of the project CE 31 “Industrial heritage, cultural resources of current industries and creative pioneers - utilizing Industrial Culture in Central Europe (InduCult2.0)” as in the latest version of the approved application form as well as in compliance with the conditions for support set out in the European Structural and Investment Funds Regulations, delegated and implementing acts, the programme rules based thereon and the subsidy contract signed between the MA and the LP.

2. The LP and all PPs commit themselves in jointly implementing the project in accordance with the latest version of the approved application form, with the aim to reach the objectives of the project. This also includes the commitment to produce qualitative outputs and to achieve the results set in the application form.
3. The LP and all PPs declare to have carefully read and accepted the legal framework and the other relevant norms affecting the project. In case that changes in the subsidy contract affect the partnership agreement, this document shall be adjusted accordingly.
4. The annexes to this partnership agreement form an integral part of this agreement and comprise *inter alia*: copy of the latest version of the approved application form (Annex 1); copy of the subsidy contract signed between the MA and the LP, including any revision(s) (Annex 2).
5. The present partnership agreement serves also explicitly as written power of attorney of the PP to LP and authorises the latter to perform the specific duties and responsibilities as set out below.

§ 3

Duration of the agreement

This partnership agreement shall enter into force as from the date of the last signature of this agreement. It shall remain in force until the LP has discharged in full its obligations towards the MA - as provided for in § 4 of the subsidy contract signed between the MA and the LP.

§ 4

Partnership

All PPs entitle the LP to represent the PPs in the project. In this context, the LP may also receive payments on behalf of the PPs. They commit themselves to undertake all steps necessary to support the LP in fulfilling its obligations as specified in the subsidy contract signed between the MA and the LP as well as in this agreement.

§ 5

Project management: obligations of the lead partner

1. The LP shall assume the sole responsibility towards the MA for the implementation, management and coordination of the entire project and fulfil all obligations arising from the subsidy contract.
2. The obligations of the LP are listed in the Subsidy Contract, enclosed to this agreement as Annex 2.
3. In addition, the LP is obliged to:
 - a. Take all the necessary actions to comply with the requirements indicated in the programme implementation manual;
 - b. In case the project has foreseen to involve PPs located in EU regions outside the CENTRAL EUROPE area, ensure that the total ERDF expenditure of those PPs does not exceed the limit of 20 % of the total ERDF project budget;

- c. In case the project foresees to implement activities in countries outside the EU territory, ensure that funds are spent under its and/or its PPs responsibility in order to secure a proper financial control;
 - d. Ensure to take all the necessary measures in order to avoid that the subsidy contract is terminated by the MA and thus to avoid that the partnership is asked to repay the subsidy according to § 18 of the subsidy contract.
4. The LP may provide guidelines and provisions to the partnership for adapting general programme requirements to the specific project needs. The LP shall reasonably seek to obtain clarification and/or assurances with regard to such guidelines, provisions, and interpretations where this is necessary, in order to avoid differences of opinion with the Project Steering Committee (see § 7) or programme bodies (JS/MA). However, the LP shall not be responsible or liable to the PPs for any detrimental effects resulting from different interpretations and/or different approaches to relevant guidelines and provisions by the JS/MA at any stage of the project implementation. Guidelines and provisions provided by the JS/MA shall take precedence over guidelines and provisions provided by the LP.

§ 6

Project management: obligations of the project partners

1. Each PP bears the overall financial and legal responsibility for its own activities in the project as described in the Application Form (Annex 1).
2. Each PP shall comply with the relevant legal and other requirements under the law which applies to it, especially with the European Union's and national legislation as set out in § 1 of the subsidy contract (Annex 2) and its annexes. Furthermore each PP shall ensure that all necessary approvals (e.g. building permissions, environmental impact assessment statements) have been obtained. In particular, for the part of the project for which it is responsible, each PP shall ensure:
 - a. that it is in compliance with relevant rules concerning equal opportunities, protection of environment, financial management, branding, public procurement and State aid;
 - b. that it is implemented in observation of the rules and procedures set in the programme implementation manual (e.g. with regard to monitoring the project physical and financial progress, recording and storing of documents, written requests for project changes, implementation of information and publicity measures etc.);
 - c. that in case of aid granted under the *de minimis* regime all necessary requirements provided for in Regulation (EU) No 1407/2013 are respected by the PP concerned and also, when necessary, by those bodies benefitting of project activities/outputs.
 - d. that programme requirements on eligibility of expenditure, as provided for in the implementation manual and in line with § 5 of the subsidy contract signed between the MA and the LP, are strictly respected;
 - e. that a professional management of the project is put in place on partner level;
 - f. that guidance from LP is sought when any question or doubt arises, whenever possible in advance of taking actions;
 - g. to acquaint itself thoroughly with relevant documents made available by the CE programme as provided by the LP.

3. Each PP confirms, according to the Law on Data Protection 2000, Austrian Federal Law Gazette No. 165/1999 in its valid version, that the MA is entitled to use personal data which are contained in the approved application form and which are acquired in the organs and authorised representatives of the following bodies and authorities: national control bodies and bodies and authorities involved in audits carried out for the programme, European Commission, auditing bodies of the European Union and the City of Vienna, the Federal Ministry of Finance of the Republic of Austria or any other institution responsible for conducting audits or controls according to European Union's or national laws. In addition, the MA is entitled to use such data and to share them with other programmes in order to implement their tasks linked to European anti-corruption policy and to make such data available to bodies and authorities for evaluation and monitoring purposes.
4. Each PP shall set up a physical and/or electronic archive which allows storing data, records and documents composing the audit trail, in compliance with requirements described in the programme implementation manual. The location of the above mentioned archive is indicated on the PPs' declarations of consent in the signature section at the end of this contract and provided by the LP to the programme through the programme electronic monitoring system. Each PP commits itself to promptly inform the LP on any change of location. PPs are obliged to store one specimen of each developed material at their premises for control and audit purposes.
5. Each PP shall give access to the relevant authorities (MA/JS, Audit Authority, Commission Services and national and EU controlling institutions) to its business premises for the necessary controls and audits, as further ruled in § 17.
6. Each PP shall ensure that its part of activities to be implemented in the approved project is not fully or partly financed by other EU Programmes.
7. Each PP shall ensure that the following project and financial management conditions are fulfilled:
 - a. To timely start as well as to implement the part(s) of the project for which it is responsible in due time and in compliance with the approved application form ensuring, in quantitative and qualitative terms, the delivery of its planned project activities, outputs and results;
 - b. To appoint a local coordinator for the part(s) of the project for which it is responsible and to give the appointed coordinator the authority to represent the partner in the project so that to ensure a sound project management;
 - c. To immediately notify the LP of any event that could lead to a temporary or permanent discontinuation or any other deviation of the part(s) of the approved project for which the PP is responsible;
 - d. To provide experts or bodies authorised by the Interreg CENTRAL EUROPE Programme carrying out project evaluations and/or studies with any document or information requested for evaluation purpose. Information might be provided also through surveys and/or interviews;
 - e. To promptly react to any request made by the MA/JS/LP;
 - f. That expenditure reported to the LP has been incurred for the purpose of implementing the project and correspond to the activities described in the latest version of the approved application form;
 - g. That in case one or more output and result targets, as set in the latest approved version of the application form, are not successfully reached, adequate corrective measures are put in place to ensure the project performance as well as to minimise the impact at programme level (e.g. adaptation of the project to the changed situation) following the procedures specified in the programme implementation manual;

- h. To immediately inform the LP if costs are reduced or any of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy wholly or in part.
8. In the circumstance that any of the PPs is in the situation of undertaking in difficulty, within the meaning of point 24 (in conjunction with point 20) of the “Guidelines on State aid for rescuing and restructuring non-financial undertakings in difficulty” (Communication from the Commission No. 2014/C 249/01 of 31.07.2014), the concerned PP is to immediately inform the LP that shall in turn immediately inform the MA/JS

§ 7

Project steering committee

1. For a sound implementation and management of the project, a steering committee shall be set up in line with provisions of the programme implementation manual.
2. The steering committee is the decision-making body of the project and it shall be composed by representatives of the LP and all PPs duly authorised to represent the respective LP and PP institutions. It shall be chaired by the LP and it shall meet on a regular basis. After prior consent of the LP, associated partners or external key stakeholders may be invited to take part in the steering committee in an advisory capacity.
3. The steering committee shall at least:
 - a. be responsible for monitoring and validating the implementation of the project and the achievement of the planned results as in the approved application form;
 - b. perform the financial monitoring of the project implementation and to decide on any major budget changes as laid down in § 11 of this agreement;
 - c. monitor and manage deviations of the project implementation;
 - d. decide on project modifications (e.g. partnership, budget, activities, and duration) if needed;
 - e. be responsible for the settlement of any disputes within the partnership (as stipulated in § 22);
4. Due to its overall responsibility and liability, the LP retains a right of veto in decision takings of the steering committee.
5. Further aspects, including the creation of sub-groups or task forces, may be set out in the rules of procedure of the steering committee.

§ 8

Financial management and accounting principles

In line with § 6 of this agreement, each PP is responsible towards the LP for guaranteeing a sound financial management of its budget as indicated in the latest version of the approved application form, and pledges to release its part of the co-funding. To this purpose, a separate accounting system or an adequate accounting code specifically for the project must be set in place as to safeguard that the eligible costs as well as the received subsidies can be clearly identified.

§ 9

Reporting and requests for payment

1. Each PP may only request via the LP payments of the contribution from the European Regional Development Fund (hereinafter referred to as ERDF) by providing proof of progress of its respective part(s) of the project towards the achievement of the outputs and results as set in the approved application form, in compliance with the principle of sound financial management (as determined by the principles of economy, efficiency and effectiveness) and by demonstrating the utility derived from any purchases. To this purpose, each PP commits to providing the LP with complete and accurate information needed to draw up and submit progress and final reports and, where possible, the main outputs and deliverables obtained in line with the approved application form. The reporting periods, spending targets and reporting deadlines are laid down in the overview table annexed to the subsidy contract (Annex 2).
2. For each deliverable documentation a comprehensive summary shall be elaborated in English language by the responsible PP in such a way and contain such information that they may be publicly used and disseminated inside and outside the partnership by all partners / programme bodies.
3. In the event that the LP regards documentations or reports delivered by the PP(s) as insufficient in quality and quantity, the LP shall ask the PP(s) to redraft or provide additional documents. On request of the LP or the affected PP(s), a third PP not involved in the activity can be involved to provide an independent evaluation in the matter. Claims for payment by the PP regarding an insufficient documentation will be suspended until the documentation is accepted by LP.
4. Costs which qualify for a subsidy pursuant to § 2.1 of the subsidy contract shall exclusively consist of eligible costs as listed in the approved application form. The eligibility of costs for ERDF co-funding is regulated in the European Structural and Investment Funds Regulations (Article 6 and Art. 65 to 70 of Regulation (EU) No 1303/2013, Article 18 of Regulation (EU) No 1299/2013), the Commission Delegated Regulation (EU) No 481/2014 as well as in the programme's eligibility rules as included in the programme Implementation Manual based thereon. All programme rules are published on the programme website.
5. In addition, in order to allow the LP to submit to the MA payment requests, enclosed to the progress reports every PP shall submit to the LP its certificates confirming the eligibility of expenditure, following verifications performed according to § 10.
6. In order to meet the deadlines mentioned in § 9.1, each PP commits itself to deliver to the LP the necessary information and documents 30 working days before the deadline set in the subsidy contract for submitting the concerned progress report.
7. Requests for postponement of the reporting deadline may be granted only in exceptional and duly justified cases. They shall be asked by the LP to the MA via the JS at the latest one week prior to the due deadline.
8. In line with § 11.6 of the subsidy contract, the LP shall confirm that the expenditure reported by each PP has been incurred by the PP for the purpose of implementing the project, that it corresponds to the activities laid down in the approved application form and that it has been verified by its national controller.
9. If the LP casts doubts on the project relevance of any expenditure items claimed by a PP, the LP shall clarify the issue with the concerned PP with the aim of finding an agreement on the expenditure to be claimed and the corresponding activities to be reported as project-relevant. In the case that such agreement cannot be found, the procedure as stated in the implementation manual will be followed.

10. Payments not requested in time and in full or non in compliance with the payment schedule as indicated in the overview table of reporting targets and deadlines annexed to the subsidy contract may be lost. In case of decommitment of funds § 18.6 applies.
11. In order to proceed with the analysis of progress and final reports, each PP must provide additional information if the LP or the MA/JS deem that necessary. Additional information requested by the MA/JS are to be collected and sent by the LP within the demanded time frame.
12. The MA reserves the right not to accept - in part or in full - certificates of expenditure as described in § 10 of this agreement, in line with provisions of § 6.4 of the subsidy contract.
13. Following the approval of the progress report by the MA/JS and the respective ERDF funds have been transferred to the LP account, the LP shall forward the respective ERDF share to each PP without any delay and in full to their bank accounts as indicated on the partners' declarations of consent in the signature section at the end of this contract document. Bank accounts shall be whenever possible specific for the project and shall provide for registration in Euro (EUR; €) of total expenses (expenditure) and of the return (income) related to the project. Changes of the account number shall be duly notified to the LP.
14. The maximum acceptable delay for transferring the ERDF to the PPs is of 45 working days. In case of any further delay in the transfer of ERDF funds imputable to the LP, the PPs may claim interest rates which the LP must not pay from the approved project budget. In exceptional and duly justified cases, LPs which are public authorities may benefit from an extension of the aforementioned deadline in order to comply with internal administrative procedures in transferring public funds.
15. The LP shall provide all PPs with copies of any report and documentation submitted to the MA/JS and keep the PPs informed about all relevant communication with MA or JS, in line with § 11.8 of the subsidy contract.
16. Details on the contents of the reports on the verification of expenditure, on the reimbursement of funds and on the related procedural rules are laid out in the programme implementation manual, the contents of which each PP accepts.
17. Disbursement of any subsidy is subject to the condition that the European Commission makes the funds available to the extent described above and that all applicable EU and national rules are observed by the partnership. In case of non-availability of funds neither MA nor LP can be deemed responsible for late or missing payments.
18. Funds will be forwarded in Euro (EUR; €) only. Any exchange rate risk will be borne by the respective PP. The subsidy will be transferred to the account as indicated on the partners' declarations of consent as defined in the signature section at the end of this contract.
19. The final report is to be sent to the MA via JS at the latest three months after the project end date as mentioned in § 4 of the subsidy contract. PPs ensure to support the LP also after the end of project for administratively closing the project until any open issues regarding the Subsidy Contract between MA and LP as well as regarding this Partnership Agreement are settled.

§ 10

Verification of expenditure

1. Each progress report submitted by the LP to the MA via the JS must be accompanied by certificates confirming the eligibility of expenditure included in the report by the LP and the PPs. Certificates of

expenditure must be issued by national controllers as referred to in Article 23 (4) of Regulation 1299/2013 according to the system set up by each Member State and in compliance with the requirements set by the legal framework listed in §1 of the subsidy contract. Certificates of expenditure shall be accompanied by the compulsory elements presented in the programme implementation manual (i.e., the control report and checklist). The PPs shall deliver all necessary documents in order to enable the LP to fulfil its obligations. To this end, the partnership may agree on internal rules and delivery procedures.

2. National controllers will base their work on the rules provided by each Member State and the requirements set in the respective EC Regulations and in the programme implementation manual.
3. PPs from countries having set a decentralised control system ensure that controllers were selected in accordance with the system set up by each Member State and they meet the requirements of qualification and independence presented in the programme implementation manual. Furthermore, these PPs acknowledge that the MA reserves the right, after agreement with the national responsible institution, to require that the controller directly selected by a PP is replaced if considerations, which were unknown when the subsidy contract was signed, cast doubts on the controller's independence or professional standards.
4. Each PP is to notify to the LP on its national controllers that, in accordance with the system set up by each Member State, shall carry out the verification of the expenditure of the PP. National controllers are identified on the partners' declarations of consent in the signature section at the end of this contract document and respectively indicated in the supplementary information section of the programme electronic monitoring system.
5. Any change of control authority/institution or name of controller(s) shall be duly notified to the LP who has to subsequently notify the MA via the JS.

§ 11

Project changes

1. Changes in budget allocations per budget lines, work packages and partner as well as changes in activities/outputs and project duration are allowed as long as the maximum amount of funding awarded is not exceeded, if provisions related to State aid discipline are respected and if they follow the conditions and procedures as set out in the implementation manual.
2. With regard specifically to budget changes, each PP may only apply changes in its approved budget if they comply with the flexibility rules stated in the programme implementation manual and if prior approval from the LP or the programme bodies has been provided, as appropriate. To this purpose, each PP shall timely inform the LP on any request of revision of its budget in respect to its original commitment.
3. The contribution of the LP and each PP are clearly defined in the approved application form. Changes in the project partnership require the approval of the programme bodies as outlined in the programme implementation manual.
4. In case of changes in the partnership, this partnership agreement shall be amended accordingly and signed by the LP and the PPs, including the new PP if applicable.

§ 12

Publicity, communication and branding

1. The LP and the PPs shall ensure adequate promotion of the project both towards potential beneficiaries of the project results and towards the general public.
2. Unless the MA requests otherwise, each PP shall ensure that any notice or publication made by the project, including presentations at conferences or seminars, shall point out that the project was implemented through financial assistance from ERDF funds and the Interreg CE Programme as required by Annex XII to Regulation (EU) 1313/2013. All information, communication and branding measures of the project shall be carried out in accordance with the aforementioned rules, the latest version of the approved application form, the programme implementation manual and any other guidelines issued by the programme on the matter. The LP or the respective work package leader for communication shall provide the PPs with relevant documents and any programme guidelines.
3. The PPs ensure with support of the LP that they respect the additional branding requirements as laid down in the programme implementation manual which forms an integral part of this agreement.
4. Each PP shall ensure that any notice or publication relating to the project made in any form and by any means, including the Internet, states that it only reflects the author's view and that the programme authorities are not liable for any use that may be made of the information contained therein.
5. All PPs also take the full responsibility for the content of any notice, publication and marketing product provided to the MA which has been developed by the PPs or third parties on behalf of the PPs. The PPs are liable in case a third party claims compensation for damages (e.g. because of an infringement of intellectual property rights). The PPs will indemnify the LP in case the LP suffers any damage because of the content of the publicity and information material.
6. Each PP shall comply with all publicity, communication and branding obligations (e.g. on the use of the programme logo, information requirements, organisation of events etc.) as further specified in the programme implementation manual.
7. The LP and each PP authorise the programme authorities to publish, in any and by any means, the following information:
 - a. the name of the LP and its PPs;
 - b. contact data of project representatives;
 - c. the project name;
 - d. the summary of the project activities;
 - e. the objectives of the project and the subsidy;
 - f. the project start and end dates;
 - g. the ERDF funding and the total eligible cost of the project;
 - h. the geographical location of the project implementation;
 - i. abstracts of the progress reports and final report;
 - j. whether and how the project has previously been publicised.
8. The MA is entitled to furthermore use these data for information and communication purposes as listed in Annex XII of Regulation (EU) No 1303/2013.

9. The MA on behalf of the MC and of other programme promoters at national level is entitled to use the outputs of the project in order to guarantee a wide spreading of the project deliverables and outputs and to make them available to the public. All PPs agree that the outputs are forwarded by the MA to other programme authorities as well as the Member States taking part in the programme to use this material to showcase how the subsidy is used. For the purpose of meeting the objectives as set out in § 9.1 of this agreement, each PP shall provide evidence of the deliverables and outputs produced as further specified in the implementation manual.
10. Any communication campaign, media appearance or other publicity of the project shall be communicated to the MA/JS for potential website updates or showcases.

§ 13

Assignment, legal succession

1. PPs in exceptional cases and in well-founded circumstances are allowed to assign their duties and rights under this agreement only after prior written consent of the programme bodies and in compliance with the procedure specified in the programme implementation manual.
2. Where according to national laws the legal personality does not change and where all assets of a PP are taken over so that a deterioration of the financial capacity of the acquiring institution is not to be expected (i.e. in cases of universal succession) prior consent by the programme bodies is not necessary. However, the concerned PP shall submit in due time to the MA/JS via the LP related information together with all documents that are necessary to analyse the legal case. If the MA/JS comes to the conclusion the conditions as stated above are not fulfilled (e.g. in cases of a singular succession), the LP will be informed that a partner change procedure as stated in § 13.1 has to be initiated.
3. In case of assignment or any form of legal succession of any PP, the PP concerned is obliged to assign all rights and obligations and all project related documents to each and any assignee or legal successor. Related reports to the MA/JS as requested in the programme documents have to be provided by the concerned PP and consequently forwarded by the LP.
4. In case § 13.1 applies, the present agreement shall be amended accordingly.

§ 14

Cooperation with third parties and outsourcing

1. In the event of outsourcing, the PPs must obey community, national and programme rules on public procurement and shall remain the sole responsible parties towards the LP and, through the LP, to the MA concerning compliance with their obligations by virtue of the conditions set forth in this agreement including its annexes.
2. In case of financial involvement of associated partners, this must not enter in conflict with public procurement rules. Expenditure incurred by the associated partners shall be finally borne by any of the PPs or by the LP in order to be considered as eligible and on condition that this is allowed by national or programme rules.

§ 15

Liability

1. According to § 10 of the subsidy contract, the LP bears the overall financial and legal responsibility for the project and for the PPs towards the MA and third parties.
2. Within the partnership, each party to this agreement shall be liable to the other parties and shall indemnify and hold harmless such other party for and against any liabilities, damages and costs resulting from the non-compliance of its duties and obligations as set forth in this agreement and its annexes or of other legal norms. Eventual repayment of undue funds by the PPs to the LP, for which the LP is liable towards the MA is ruled in § 18 of the present agreement.
3. The LP shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the project is being carried out as stipulated in § 10.11 of the subsidy contract. The LP is entitled to subrogate against the PP that caused the damage. The PP causing damage shall be liable to the LP therefore. PPs take over immediate and direct liability for all actions carried out under their own conduct and thus discharge the LP of all respective liability associated with any claim and action brought as a result of an infringement of rules or regulations, or as a result of violation of a third party's right.
4. The parties to this agreement accept that the MA cannot be under any circumstances or for any reason whatsoever held liable for damage or injury sustained by the staff or property of the LP or any PP while the project is being carried out. No claims can be accepted by the MA for compensation or increases in payment in connection with such damage or injury. In analogy, the LP cannot be under any circumstances or for any reason whatsoever held liable for damage or injury sustained by the staff or property of any PP while the project is being carried out. No claims can be accepted by the LP for compensation in connection with such damage or injury.
5. No party shall be held liable for not complying with obligations ensuing from this agreement in case of force majeure as described in § 24 of this agreement.

§ 16

Non-fulfilment of obligations

1. Each PP is obliged to promptly inform the LP and provide all necessary details should there be events that could jeopardise the implementation of the project.
2. Each PP is directly and exclusively responsible towards the LP and the other PPs for the due implementation of its part(s) to the project as described in the approved application form as well as for the proper fulfilment of its obligations as set out in this agreement. Should a PP not fulfil its obligations under this agreement in due time, the LP shall admonish the PP to fulfil such obligations within reasonable deadlines set by the LP. The LP shall make any effort in resolving the difficulties, including seeking the assistance of the MA/JS. Should the non-fulfilment continue, the LP may decide to exclude the PP concerned from the project prior approval of the other PPs. The MA and JS shall be immediately informed of such an intended decision.
3. The excluded PP is obliged to refund to the LP any programme funds received for which it cannot prove that, on the day of exclusion, ERDF received for the project was used for activities carried out, and deliverables/outputs obtained, for the benefit of the project and that such activities and deliverables/outputs can be used for the further implementation of the project. The excluded PP is liable to compensate any damage to the LP and the remaining PPs due to its exclusion.

4. The excluded PP has to keep documents for audit purposes according to what stated in § 6.3 of this agreement.
5. The LP and all PPs herewith oblige themselves to compensate each other for those damages that may result from intentional or gross negligence, non-performance or mal-performance of any of their obligations under the present agreement.
6. In case of non-fulfilment of PP obligations having financial consequences for the funding of the project as a whole, the LP may demand compensation from the responsible PP to cover the sum involved.
7. Any further legal claims shall remain unaffected by the above set provisions.

§ 17

Financial controls, audits

1. The European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) and, within their responsibility, the auditing bodies of the participating EU Member States or other national public auditing bodies as well as the Programme Audit Authority, the MA and the JS are entitled to audit the proper use of funds by the LP or by its PPs or to arrange for such an audit to be carried out by authorised persons. The LP and PPs will be notified in due time about any audit to be carried out on their expenditure.
2. Each PP undertakes all the necessary actions to comply with the fundamental requirements indicated in this agreement, the subsidy contract, the applicable laws and programme documents (application and implementation manuals), which are an integral part of this agreement, to provide for comprehensive documentation on compliance with those norms and the accessibility to this documentation in line with § 6.5.
Besides the obligations with regard to reporting and information each PP particularly:
 - a. Keeps all documents and data required for controls and audits safely and orderly;
 - b. Makes all necessary arrangements to ensure that any audit, notified by a duly authorised institution as indicated in § 17.1 can be carried out smoothly; and
 - c. Provides any requested information to these institutions about the project and gives access to their business premises, provides and gives access to all the information and documents supporting the audit trail as requested in the European Structural and Investment Funds Regulations, delegated and implementing acts and the programme implementation manual.
3. Each PP shall promptly inform the LP about any audits that have been carried out by the bodies mentioned in § 17.1 of this agreement.
4. If, as a result of the controls and audits any expenditure is considered non eligible according to the regulatory framework as in § 1 of the subsidy contract, the procedure described in § 18 and 9.12 of this agreement shall apply.

§ 18

Withdrawal or recovery of unduly paid-out funds, decommitment of funds

1. Should the MA in accordance with the provisions of the subsidy contract, the implementation manual and § 9.12 of this agreement, demand the repayment of subsidy already transferred to the LP, every PP is obliged to transfer its portion of undue paid out amount to the LP in compliance with Article 27(2) of Regulation (EU) No 1299/2013. The LP shall, without delay, forward the letter by which the MA has asserted the repayment claim and notify every PP of the amount repayable. Alternatively and when possible, the repayment amount will be offset against the next payment of the MA to the LP or, where applicable, remaining payments can be suspended. In case repayment is deemed as necessary, this repayment is due within one month following the date of the letter by which the MA asserts the repayment claim to the LP. The LP shall be entitled to set an internal deadline to the concerned PPs in order to meet the MA requests. The amount repayable shall be subject to interest according to § 13.3 of the subsidy contract. Further provisions of the subsidy contract shall apply by analogy.
2. Any delay in effecting repayment by respective PPs to LP shall give rise to interest on account of late payment, starting on the due date and ending on the date of actual payment. The rate of the late interest applied to the amount to be recovered will be calculated in accordance with Article 147 of Regulation (EC) No 1303/2013.
3. In case the PP does not repay the LP the irregular amounts by the deadline specified in the recovery letter, the LP informs the MA without delay. In duly justified cases, the MA informs the Member State, on whose territory the PP concerned is located in order to recover the unduly paid amounts from this Member State. Therefore, the respective Member State is entitled to claim the unduly paid funds that have been reimbursed to the MA from the PP.
4. In case that no PP can be held responsible for the request for repayment, the amount to be repaid shall be apportioned between all PPs pro rata to their project budget share.
5. Bank charges incurred by the repayment of amounts due to the MA via the LP shall be borne entirely by the concerned PPs.
6. If decommitment of funds apply in compliance with § 9.10 and provisions of the programme implementation manual, the PPs herewith agree that the deduction shall be imputed to those PPs that have contributed to the decommitment of funds unless a different decision is taken by the MC. Deduction of funds shall be done in a way not to jeopardise future involvement of PPs and implementation of activities.

§ 19

Ownership - Use of outputs

1. Ownership, title and industrial and intellectual property rights in the results of the project and the reports and other documents relating to it shall, depending on the applicable national law, vest in the LP and/or its PPs.
2. Where several members of the partnership (LP and/or PPs) have jointly carried out work generating outputs and where their respective share of the work cannot be ascertained, they shall have joint ownership on it/them.

In case of joint ownership, each party is allowed to use the concerned deliverables likewise. These provisions shall be in line with § 26.7 of this agreement.

3. The ownership of outputs having the character of investments in infrastructure or productive investments realised within the project must remain with the concerned LP and/or PPs according to the timeframe as well as under the conditions set in Article 71 of Regulation (EU) No 1303/2013. Should any of the conditions set by the mentioned Regulation not be met at a certain point of time, the MA/JS must be immediately informed by the concerned LP or PP. The MA will recover the unduly paid ERDF contribution in proportion to the period for which the requirements have not been fulfilled.
4. Each PP shall respect all applicable rules and the basic principles related to competition law as well as the principles of equal treatment and transparency within the meaning of the funding regulations and it ensures that no undue advantage, i.e. the granting of any advantage that would undermine the basic principles and political objectives of the funding regime, is given to anybody. Outputs and results, especially studies and analyses, produced during project implementation are made available to the general public free of charge and can be used by all interested persons and organizations in the same way and under the same conditions as by the LP or its PPs.
5. The MA reserves the right to use the outputs and results for information and communication actions in respect of the programme. In case there are pre-existing intellectual and industrial property rights which are made available to the project, these are fully respected.
6. Any income generated by the intellectual property rights must be managed in compliance with the applicable EU, national and programme rules on revenues and State aid.

§ 20

Revenues

1. Earnings generated during the project implementation through the sales of products and merchandise, participation fees or any other provisions of services against payment must be deducted from the amount of costs incurred by the project in line with Art 61 of Regulation 1303/2013 and stipulations in the programme implementation manual.
2. The LP and each PP are responsible for keeping account and documenting all revenues generated, following project activities, for control purposes.
3. PPs are obliged to inform LP immediately if revenues are going to be or are being generated during project implementation and following project activities, also after the end of runtime of the project.

§ 21

Confidentiality

1. Although the nature of the implementation of the project is public, information exchanged in the context of its implementation between the LP and the PPs, the PPs themselves or the MA/JTS shall be confidential.
2. The LP and the PPs commit to taking measures to ensure that all their respective staff members involved in the project respect the confidential nature of this information and do not disseminate it,

pass it on to third parties or use it without prior written consent of the LP and the PP institution that provided the information.

3. Deliverables of PPs shall only in those cases be regarded as confidential if they are clearly marked as such and if not contradicting §12.9.
4. This confidentiality provision shall remain effective also after this partnership agreement is terminated.

§ 22

Disputes between partners

1. In case of dispute between the LP and its PPs or among PPs, presumption of good faith from all parties will be privileged.
2. Should a dispute arise between the LP and its PPs or among PPs, the affected parties will endeavour to find a solution on an amicable way. Disputes will be referred to the Project Steering Committee in order to reach a settlement. Additionally or alternatively, third parties might be involved, e.g. members of Monitoring Committee of the country of the PPs affected.
3. The LP will inform the other PPs and may, on its own initiative or upon request of a PP, ask advices to the MA/JS.
4. Should a compromise through mediation in the framework of the Project Steering Committee not be possible, the parties herewith agree that Zwickau (Germany) shall be the venue for all legal disputes arising from this agreement.

§ 23

Working language

The working language of the partnership shall be English.

1. Any official internal document of the project and all communication to the MA/JS shall be made available in English, being the official language of the Interreg CE Programme.
2. The present agreement is concluded in English. In case of translation of the present agreement into another language, the English version shall be the binding one.

§ 24

Force majeure

1. Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this agreement, which is beyond the control of the LP and PPs and cannot be overcome despite their reasonable endeavours. Any default of a product or service or delays in making them available for the purpose of performing this agreement and affecting the project performance, including, for instance, anomalies in the functioning or performance of product or services, labour disputes, strikes or financial difficulties do not constitute force majeure.

2. If the LP or PPs are subject to force majeure liable to affect the fulfilment of its/their obligations under this agreement, the LP shall notify the MA via the JS without delay, stating the nature, likely duration and foreseeable effects. All PPs shall notify the LP in analogy without delay when being subject to force majeure.
3. Neither the LP nor the PPs shall be considered to be in breach of their obligations to execute the project if it has been prevented from complying by force majeure. Where LP or PPs cannot fulfil their obligations to execute the project due to force majeure, grant for accepted eligible expenditure occurred may be made only for those activities which have actually been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

§ 25

Lapse of time

1. Legal proceedings concerning any issue ensuing from this agreement may not be lodged before the courts more than three years after the claim was constituted unless the chosen applicable law as in § 26.6 of this agreement states differently.

§ 26

Concluding provisions

All cited laws, regulations and programme documents mentioned in this agreement are applicable in their currently valid version.

1. If any provision in this agreement should be wholly or partly ineffective, the parties to this agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.
2. In case of matters that are not ruled by this agreement, the parties agree to find a joint solution.
3. Amendments and supplements to this agreement must be in written form and have to be indicated as such. Consequently, any changes of this agreement shall only be effective if they have been agreed on in writing and have been designated as amendment of or supplement to the agreement.
4. The LP and all PPs ensure that in case of modification of provisions mentioned in § 1 of the subsidy contract, updated rights and obligations derived thereof shall apply.
5. Any costs, fees or taxes not eligible or any other duties arising from the conclusion or the implementation of this agreement shall be borne by the LP and PPs.
6. This agreement is governed by and construed in accordance with the laws of Germany. Thus, the laws of Germany shall apply to all legal relations arising in connections with this agreement.
7. To the effect of this agreement, the PPs shall irrevocably choose domicile at their addresses stated in the partner section of the application form (Annex 1 to this agreement) where any official notifications can be lawfully served.
8. Any change of domicile shall be forwarded by the concerned PP to the LP within 15 days following the change.

9. The present agreement must be signed by the LP and all PPs and evidence of the occurred signature has to be provided at the latest within three months after the entering into force of the subsidy contract between the MA and the LP, following the procedures described in the implementation manual. The MA reserves the right to check the partnership agreement in order to verify that it has been signed and that it is in conformity with the minimum requirements as provided for in § 10.2 of the subsidy contract and as set by the template of partnership agreement made available by the programme.


10. 10 copies of this agreement are made, of which each party keeps one.

Drawn up at Zwickau (Germany), 15/8/2016

For the lead partner

Dr. Christoph Scheurer

First name and surname of legal representative



.....
Signature of legal representative

Zwickau, 28.9.16.....

Date and place

LANDKREIS ZWICKAU
LANDRATSAMT
Büro Landrat
Robert-Müller-Straße 4 - 8
.....08056..Zwickau.....

Stamp

Annexes:

Annex 1: latest version of the approved application form (including its annexes)

Annex 2: copy of the subsidy contract signed between the MA and the LP, including any revision(s)

The following documents, which are an integral part of this agreement, can be downloaded from the programme's internet web page: www.interreg-central.eu:

- Application manual for the call in which the project has been approved;
- Implementation manual

Any EU legislation mentioned in this agreement can be downloaded from <http://eur-lex.europa.eu>

Declaration of consent to the partnership agreement for the InduCult2.0 project, ref. no. CE31

Project Partner (PP) 2: Leibniz Institute for Regional Geography (Leibniz-Institut für Länderkunde e.V.), Schongauerstraße 9, 04328 Leipzig, Germany

Being a Project Partner (PP) in the InduCult2.0 project, we hereby declare our consent to the Partnership Agreement dated 15/8/2016 including all its annexes.

Partner Coordinator

With reference to § 6 of this agreement we appoint

Name	Thilo Lang
Address	Leibniz-Institut für Länderkunde, Schongauerstr. 9, 04328 Leipzig, Germany
Phone	+49 (0) 341/600-159
Mobile	./.
Fax	+49 (0) 341/600-198
Email	T_Lang@ifl-leipzig.de

as our local coordinator being in charge for managing that part of the project for which we are responsible as partner. The coordinator will be permanent available for all requests of the LP and the partnership.

We herewith grant the appointed coordinator full authority to represent us in the project so that to ensure a sound and efficient project management. This explicitly includes decision-taking and voting in the Project Steering Committee, authorizing reports as well as similar tasks. We acknowledge that we are free to regulate the authorization of the coordinator differently. These regulations have to be announced to and confirmed in written by the LP if they are to have effect under this agreement.

National Control Body

The responsible national control body which carries out the certification of our expenditures in accordance with the system set up by our Member State is:

Institution:	Roever-Broenner-Susat-Mazars GmbH & Co. KG Wirtschaftsprüfungsgesellschaft
Name:	Herr Uwe Ehrsam
Address:	Petersstr. 1-13, 04109 Leipzig
Telephone:	+49 341 60 03-0
Fax:	./.
Email:	uwe.ehrsam@mazars.de

Bank Account

The bank account which is to be used by the LP for transfer of ERDF funds related to the InduCult2.0 project is:

Account No (IBAN): DE37 8604 0000 0102 1302 00
Name of the holder: Leibniz-Institut für Länderkunde
Name of the bank: Commerzbank Leipzig
Bank code (SWIFT): COBADEFFXXX
Reason for Transfer: InduCult2.0, Period XXX

Archive Location

We confirm that all relevant project documents are archived according to the programme rules as stipulated in § 6.4 at the following location:

Institution: Leibniz-Institut für Länderkunde
Address: Schongauerstr. 9, 04328 Leipzig, Germany

Signature and Stamp

Date and place

Leipzig, 19/03/2016

Signature of legal representative



First name and surname of legal representative

Mr. Sebastian Lentz

Stamp

..... Leibniz-Institut für Länderkunde e.V.
Prof. Dr. Sebastian Lentz
Vorstand und Direktor
Schongauerstraße 9 • 04328 Leipzig
Telefon (0341) 600 55 106

Declaration of consent to the partnership agreement for the InduCult2.0 project, ref. no. CE31

Project Partner (PP) 3: Municipality of Leoben (Stadtgemeinde Leoben), Erzherzog-Johann-Straße 2, 8700 Leoben, Austria

Being a Project Partner (PP) in the InduCult2.0 project, we hereby declare our consent to the Partnership Agreement dated 15/8/2016 including all its annexes.

Partner Coordinator

With reference to § 6 of this agreement we appoint

Name	Alexandra Janze, MA
Address	Erzherzog Johann-Straße 2, 8700 Leoben, Austria
Phone	+43 (0) 3842 4062 375
Mobile	+43 (0) 676 844062370
Fax	+43 (0) 3842 4062 237
Email	alexandra.janze@leoben.at

as our local coordinator being in charge for managing that part of the project for which we are responsible as partner. The coordinator will be permanent available for all requests of the LP and the partnership.

We herewith grant the appointed coordinator full authority to represent us in the project so that to ensure a sound and efficient project management. This explicitly includes decision-taking and voting in the Project Steering Committee, authorizing reports as well as similar tasks. We acknowledge that we are free to regulate the authorization of the coordinator differently. These regulations have to be announced to and confirmed in written by the LP if they are to have effect under this agreement.

National Control Body

The responsible national control body which carries out the certification of our expenditures in accordance with the system set up by our Member State is:

Institution:	<i>to be added after selection and approval</i>
Name:	.....
Address:	.....
Telephone:	.....
Fax:	.....
Email:	.....

Bank Account

The bank account which is to be used by the LP for transfer of ERDF funds related to the InduCult2.0 project is:

Account No (IBAN): AT812 0815 2400 0000 869
Name of the holder: Stadtgemeinde Leoben
Name of the bank: Steiermärkische Bank und Sparkassen AG
Bank code (SWIFT): STSPAT2G

Archive Location

We confirm that all relevant project documents are archived according to the programme rules as stipulated in § 6.4 at the following location:

Institution: Stadtgemeinde Leoben
Address: Erzherzog Johann-Straße 2, 8700 Leoben, Austria

Individual State-aid Specific Stipulations as in Subsidy Contract

We declare to have read and fully accepted the stipulations as laid down in §11.19 of the Subsidy Contract concerning following activities related to us:

- The project deliverable No D.T2.3.3 (industrial culture and visitor centre) cannot be commercially exploited. The access to it as well as its use shall be granted to any interested party for free.
- The project deliverable No D.T2.5.2 (experimental accommodation facilities using industry and its remains) cannot be commercially exploited. The access to it as well as its use shall be granted to any interested party for free.

Signature and Stamp

Date and place

15.09.2016, Leoben

Signature of legal representative

First name and surname of legal representative

Mr. Kurt Wathner

Stamp



Declaration of consent to the partnership agreement for the InduCult2.0 project, ref. no. CE31

Project Partner (PP) 4: University of Graz (Karl-Franzens Universität Graz), Universitätsplatz 3, 8010 Graz, Austria

Being a Project Partner (PP) in the InduCult2.0 project, we hereby declare our consent to the Partnership Agreement dated 15/8/2016 including all its annexes.

Partner Coordinator

With reference to § 6 of this agreement we appoint

Name	Mag. Dr. Wolfgang Fischer, Institut für Geographie und Raumforschung
Address	Heinrichstraße 36, 8010 Graz, Austria
Phone	+43 (0) 316 380 - 5147
Mobile	./.
Fax	./.
Email	wolfgang.fischer@uni-graz.at

as our local coordinator being in charge for managing that part of the project for which we are responsible as partner. The coordinator will be permanent available for all requests of the LP and the partnership.

We herewith grant the appointed coordinator full authority to represent us in the project so that to ensure a sound and efficient project management. This explicitly includes decision-taking and voting in the Project Steering Committee, authorizing reports as well as similar tasks. We acknowledge that we are free to regulate the authorization of the coordinator differently. These regulations have to be announced to and confirmed in written by the LP if they are to have effect under this agreement.

National Control Body

The responsible national control body which carries out the certification of our expenditures in accordance with the system set up by our Member State is:

Institution:	Bundeskanzleramt - Austrian Federal Chancellery
Name:	Luise Fasching
Address:	Ballhausplatz 2, 1014 Wien, Austria
Telephone:	+43 1 531 15-202915
Fax:	./.
Email:	luise.fasching@bka.gv.at



Bank Account

The bank account which is to be used by the LP for transfer of ERDF funds related to the InduCult2.0 project is:

Account No (IBAN): AT32 1200 0500 9550 0605

Name of the holder: Universitaet Graz

Name of the bank: Uni Credit Bank Austria

Bank code (SWIFT): BKAUATWW

Archive Location

We confirm that all relevant project documents are archived according to the programme rules as stipulated in § 6.4 at the following location:

Institution: University of Graz (Karl-Franzens Universität Graz)

Address: Universitätsplatz 3, 8010 Graz, Austria

Signature and Stamp

Date and place

Graz, 18.8.2016

Signature of legal representative



First name and surname of legal representative

Mr. Peter Scherrer

Stamp





Declaration of consent to the partnership agreement for the InduCult2.0 project, ref. no. CE31

Project Partner (PP) 5: 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)

Being a Project Partner (PP) in the InduCult2.0 project, we hereby declare our consent to the Partnership Agreement dated 15/8/2016 including all its annexes.

Partner Coordinator

With reference to § 6 of this agreement we appoint

Name	Miroslav Makovička
Address	K Nemocnici 2381/2, 35002 Cheb, Czech Republic
Phone	./.
Mobile	+420 603 322 411
Fax	./.
Email	M.Makovicka@email.cz

as our local coordinator being in charge for managing that part of the project for which we are responsible as partner. The coordinator will be permanent available for all requests of the LP and the partnership.

We herewith grant the appointed coordinator full authority to represent us in the project so that to ensure a sound and efficient project management. This explicitly includes decision-taking and voting in the Project Steering Committee, authorizing reports as well as similar tasks. We acknowledge that we are free to regulate the authorization of the coordinator differently. These regulations have to be announced to and confirmed in written by the LP if they are to have effect under this agreement.

National Control Body

The responsible national control body which carries out the certification of our expenditures in accordance with the system set up by our Member State is:

Institution:	Centrum pro regionalni rozvoj Ceske republiky
Name:	Mgr. Jiri Jansa
Address:	U Nakladoveho nadrazi 3144/4, 130 00 Praha 3
Telephone:	+420 225 855 309, +420 724 249 062
Fax:	./.
Email:	Jiri.Jansa@crr.cz

Bank Account

The bank account which is to be used by the LP for transfer of ERDF funds related to the InduCult2.0 project is:

Account No (IBAN): CZ50 0800 0000 0037 3741 3399
Name of the holder: Krajské sdružení MAS Karlovarského kraje, z.s.
Name of the bank: Česká spořitelna, a.s.
Bank code (SWIFT): GIBACZPX

Archive Location

We confirm that all relevant project documents are archived according to the programme rules as stipulated in § 6.4 at the following location:

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

Signature and Stamp

Date and place

18/08/2016, Cheb

Signature of legal representative

First name and surname of legal representative

Mr. Miroslav Makovička

Stamp

Krajské sdružení MAS
Karlovarského kraje, z.s.
K Nemocnici 2381/2, 350 02 Cheb
IČ: 038 02 086

Declaration of consent to the partnership agreement for the InduCult2.0 project, ref. no. CE31

Project Partner (PP) 6: Padova Chamber of Commerce, Industry, Craft and Agriculture (Camera di Commercio Industria Artigianato e Agricoltura Padova), Piazza Insurrezione 1/a, 35137 Padova, Italy

Being a Project Partner (PP) in the InduCult2.0 project, we hereby declare our consent to the Partnership Agreement dated 15/8/2016 including all its annexes.

Partner Coordinator

With reference to § 6 of this agreement we appoint

Name	Andrea Galeota
Address	Piazza Insurrezione 1/a, 35137 Padova, Italy
Phone	+39 (0) 49 8208257
Mobile	+39 (0) 348 2732584
Fax	+39 (0) 49 8208172
Email	progetti@pd.camcom.it

as our local coordinator being in charge for managing that part of the project for which we are responsible as partner. The coordinator will be permanent available for all requests of the LP and the partnership.

We herewith grant the appointed coordinator full authority to represent us in the project so that to ensure a sound and efficient project management. This explicitly includes decision-taking and voting in the Project Steering Committee, authorizing reports as well as similar tasks. We acknowledge that we are free to regulate the authorization of the coordinator differently. These regulations have to be announced to and confirmed in written by the LP if they are to have effect under this agreement.

National Control Body

The responsible national control body which carries out the certification of our expenditures in accordance with the system set up by our Member State is:

Institution:	<i>to be added after selection and approval</i>
Name:	.....
Address:	.....
Telephone:	.....
Fax:	.....
Email:	.....



Bank Account

The bank account which is to be used by the LP for transfer of ERDF funds related to the InduCult2.0 project is:

Account No (IBAN): IT09M0622512186100000046995
Name of the holder: Camera di commercio di Padova
Name of the bank: Cassa di Risparmio del Veneto
Bank code (SWIFT): IBSPIT2P

Archive Location

We confirm that all relevant project documents are archived according to the programme rules as stipulated in § 6.4 at the following location:

Institution: Padova Chamber of Commerce
Address: Piazza Insurrezione 1/A, 35137 Padova, Italy

Individual State-aid Specific Stipulations as in Subsidy Contract

We declare to have read and fully accepted the stipulations as laid down in § 11.19 of the Subsidy Contract concerning following activities related to us:

- The project deliverable No D.T4.4.3 (permanent innovation lab in a vacant industrial site) cannot be commercially exploited. The access to it as well as its use shall be granted to any interested party for free.

Signature and Stamp

Date and place

Padova, 05.09.16.....

Signature of legal representative

First name and surname of legal representative

Stamp

IL PRESIDENTE
Fernando Zilio
Mr. Fernando Zilio



Declaration of consent to the partnership agreement for the InduCult2.0 project, ref. no. CE31

Project Partner (PP) 7: BSC, Business support centre ltd., Kranj (BSC, Poslovno podporni center d.o.o., Kranj), Cesta Staneta Žagarja 37, 4000 Kranj, Slovenia

Being a Project Partner (PP) in the InduCult2.0 project, we hereby declare our consent to the Partnership Agreement dated 15/8/2016 including all its annexes.

Partner Coordinator

With reference to § 6 of this agreement we appoint

Name	Helena Cvenkel
Address	Cesta Staneta Žagarja 37, 4000 Kranj, Slovenia
Phone	+386 4 281 72 30
Mobile	+386 31 302 382
Fax	+386 4 281 72 49
Email	helena.cvenkel@bsc-kranj.si

as our local coordinator being in charge for managing that part of the project for which we are responsible as partner. The coordinator will be permanent available for all requests of the LP and the partnership.

We herewith grant the appointed coordinator full authority to represent us in the project so that to ensure a sound and efficient project management. This explicitly includes decision-taking and voting in the Project Steering Committee, authorizing reports as well as similar tasks. We acknowledge that we are free to regulate the authorization of the coordinator differently. These regulations have to be announced to and confirmed in written by the LP if they are to have effect under this agreement.

National Control Body

The responsible national control body which carries out the certification of our expenditures in accordance with the system set up by our Member State is:

Institution:	Government Office for Development and European Cohesion Policy
Name:	Špela Dragar
Address:	Kotnikova 5, 1000 Ljubljana, Slovenia
Telephone:	+386 1 400 3427
Fax:	+386 1 400 35 22
Email:	spela.dragar@gov.si

Bank Account

The bank account which is to be used by the LP for transfer of ERDF funds related to the InduCult2.0 project is:

Account No (IBAN): SI56 3300 0000 1050 210
Name of the holder: BSC Business Support Centre Kranj, Cesta Staneta Žagarja 37, 4000 Kranj
Name of the bank: Addiko Bank d.d.
Bank code (SWIFT): HAABSI22

Archive Location

We confirm that all relevant project documents are archived according to the programme rules as stipulated in § 6.4 at the following location:

Institution: BSC, Business support centre Ltd, Kranj
Address: Cesta Staneta Žagarja 37, 4000 Kranj, Slovenia

Individual State-aid Specific Stipulations as in Subsidy Contract

We declare to have read and fully accepted the stipulations as laid down in §11.19 of the Subsidy Contract concerning following activities related to us:

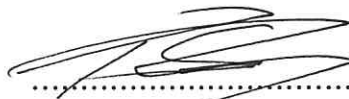
- The project deliverable No D.T4.4.4 (co-working centre in Škofja Loka) cannot be commercially exploited. The access to it as well as its use shall be granted to any interested party for free.

Signature and Stamp

Date and place

KRANJ, 01.09.2016

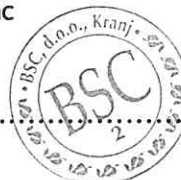
Signature of legal representative



First name and surname of legal representative

Mr. Rok Šimenc

Stamp



Declaration of consent to the partnership agreement for the InduCult2.0 project, ref. no. CE31

Project Partner (PP) 8: Sisak-Moslavina County (Sisačko-moslavačka županija), Stjepana i Antuna Radića 36, 44000 Sisak, Croatia

Being a Project Partner (PP) in the InduCult2.0 project, we hereby declare our consent to the Partnership Agreement dated 15/8/2016 including all its annexes.

Partner Coordinator

With reference to § 6 of this agreement we appoint

Name	Marija Ljubešić Radočaj
Address	Sisak-Moslavina County, Stjepana i Antuna Radića 36, 44 000 Sisak, Croatia
Phone	+385 44 544 602
Mobile	+385 98 182 8429
Fax	+385 44 540 048
Email	marija.ljubestic@smz.hr

as our local coordinator being in charge for managing that part of the project for which we are responsible as partner. The coordinator will be permanent available for all requests of the LP and the partnership.

We herewith grant the appointed coordinator full authority to represent us in the project so that to ensure a sound and efficient project management. This explicitly includes decision-taking and voting in the Project Steering Committee, authorizing reports as well as similar tasks. We acknowledge that we are free to regulate the authorization of the coordinator differently. These regulations have to be announced to and confirmed in written by the LP if they are to have effect under this agreement.

National Control Body

The responsible national control body which carries out the certification of our expenditures in accordance with the system set up by our Member State is:

Institution:	Agency for Regional Development of the Republic of Croatia
Name:	Ines Spudić and Natalija Pejčinović
Address:	Ulica Grada Vukovara 284 (objekt A), 10 000 Zagreb, Croatia
Telephone:	+385 1 6400 620, +385 1 6391 903, +385 1 4812 413
Fax:	+385 1 6447 608
Email:	ines.spudic@arr.hr ; natalija.pejcinovic@arr.hr

Bank Account

The bank account which is to be used by the LP for transfer of ERDF funds related to the InduCult2.0 project is:

Account No (IBAN): HR5623400091800003001
Name of the holder: SISAK-MOSLAVINA COUNTY
Name of the bank: PRIVREDNA BANKA ZAGREB
Bank code (SWIFT): PBZGHR2X

Archive Location

We confirm that all relevant project documents are archived according to the programme rules as stipulated in § 6.4 at the following location:

Institution: Sisak-Moslavina County
Administrative Department for Economy, Regional Development and EU funds
Address: Rimska 28, 44 000 Sisak, Croatia

Signature and Stamp

Date and place

Sisak, 22. 08. 2016

Signature of legal representative

First name and surname of legal representative

Mr. Ivo Žinić

Stamp



Declaration of consent to the partnership agreement for the InduCult2.0 project, ref. no. CE31

Project Partner (PP) 9: Opolskie Centre for Economy Development (Opolskie Centrum Rozwoju Gospodarki), ul. Krakowska 38, 45-075 Opole (Poland)

Being a Project Partner (PP) in the InduCult2.0 project, we hereby declare our consent to the Partnership Agreement dated 15/8/2016 including all its annexes.

Partner Coordinator

With reference to § 6 of this agreement we appoint

Name	Marcin Staniszewski
Address	ul. Krakowska 38, 45-075 Opole, Poland
Phone	+48 (0) 77 403 36 68
Mobile	./.
Fax	+48 (0) 77 403 36 09
Email	M.Staniszewski@ocrg.opolskie.pl

as our local coordinator being in charge for managing that part of the project for which we are responsible as partner. The coordinator will be permanent available for all requests of the LP and the partnership.

We herewith grant the appointed coordinator full authority to represent us in the project so that to ensure a sound and efficient project management. This explicitly includes decision-taking and voting in the Project Steering Committee, authorizing reports as well as similar tasks. We acknowledge that we are free to regulate the authorization of the coordinator differently. These regulations have to be announced to and confirmed in written by the LP if they are to have effect under this agreement.

National Control Body

The responsible national control body which carries out the certification of our expenditures in accordance with the system set up by our Member State is:

Institution:	Centrum Projektów Europejskich, Wydział Kontroli
Name:	Piotr Pijas
Address:	ul. Domaniewska 39a, 02-672 Warszawa, Poland
Telephone:	+48 (0) 22 378 31 45
Fax:	+48 (0) 22 201 97 25
Email:	Piotr.Pijas@cpe.gov.pl

Bank Account

The bank account which is to be used by the LP for transfer of ERDF funds related to the InduCult2.0 project is:

Account No (IBAN): PL46 1160 2202 0000 0000 6890 2762

Name of the holder: Województwo Opolskie

Name of the bank: Bank Millenium

Bank code (SWIFT): BIGBPLPW

Archive Location

We confirm that all relevant project documents are archived according to the programme rules as stipulated in § 6.4 at the following location:

Institution: Opolskie Centre for Economy Development (Opolskie Centrum Rozwoju Gospodarki)

Address: ul. Krakowska 38, 45-075 Opole

Signature and Stamp

Date and place

O.POLE 2016-09-01

Signature of legal representative

DYREKTOR OPOLSKIEGO
CENTRUM ROZWOJU GOSPODARKI

First name and surname of legal representative

Mr. Roland Mrzeć

Stamp

OPOLSKIE CENTRUM ROZWOJU GOSPODARKI
ul. Krakowska 38, 45-075 Opole
tel. 77 40 33 600, fax 77 40 33 609
NIP 7542898797, REGON 160128701

Declaration of consent to the partnership agreement for the InduCult2.0 project, ref. no. CE31

Project Partner (PP) 10: Stebo Competence Centre Community Development (Stebo vzw Ondernemend voor de samenleving), Windekestraat 1, 3600 Genk, Belgium

Being a Project Partner (PP) in the InduCult2.0 project, we hereby declare our consent to the Partnership Agreement dated 15/8/2016 including all its annexes.

Partner Coordinator

With reference to § 6 of this agreement we appoint

Name	Erwin De bruyn
Address	Windekestraat 1, 3600 Genk, Belgium
Phone	+32 (0) 89 32 95 30
Mobile	+32 (0) 479 519 318
Fax	./.
Email	erwin.debruyn@stebo.be

as our local coordinator being in charge for managing that part of the project for which we are responsible as partner. The coordinator will be permanent available for all requests of the LP and the partnership.

We herewith grant the appointed coordinator full authority to represent us in the project so that to ensure a sound and efficient project management. This explicitly includes decision-taking and voting in the Project Steering Committee, authorizing reports as well as similar tasks. We acknowledge that we are free to regulate the authorization of the coordinator differently. These regulations have to be announced to and confirmed in written by the LP if they are to have effect under this agreement.

National Control Body

The responsible national control body which carries out the certification of our expenditures in accordance with the system set up by our Member State is:

Institution:	<i>to be added after selection and approval</i>
Name:	.....
Address:	.....
Telephone:	.....
Fax:	.....
Email:	.....

Bank Account

The bank account which is to be used by the LP for transfer of ERDF funds related to the InduCult2.0 project is:

Account No (IBAN): BE16 5230 8002 4974

Name of the holder: Stebo vzw

Name of the bank: Triodos Bank

Bank code (SWIFT): TRIOEBBB

Archive Location

We confirm that all relevant project documents are archived according to the programme rules as stipulated in § 6.4 at the following location:

Institution: Stebo vzw

Address: Windekestraat 1, 3600 Genk, Belgium

Individual Stipulations of Subsidy Contract

We declare to have read and fully accepted the stipulations as laid down in § 2.2 of the Subsidy Contract (Annex 2 to this agreement) in accordance to which subsidies earmarked for PP10 will be provided solely on condition that the Belgian relevant authority is prepared to sign an agreement on rights and responsibilities with the MA of the Programme Central Europe in due time. Neither MA nor LP can be held responsible in case no Belgian authority is willing to sign such agreement. In such case no disbursement of subsidies can be effected to PP10.

Signature and Stamp

Date and place

Genk, 05/09/2016

Signature of legal representative

First name and surname of legal representative

Mr. Erwin De bruyn

Stamp

STEBO VZW
WINDEKESTRAAT 1
3600 GENK
TEL: 089 32 95 30