



PARTNERSHIP AGREEMENT

Model of agreement between the Project Lead Partner and the Partners
for the implementation of the Interreg CENTRAL EUROPE project



Model of agreement between the Lead Partner and the Partners for the implementation of the Interreg CENTRAL EUROPE project « CE0200670 » « MedWavelmage »

(Partnership agreement)

This document serves as model for the partnership agreement to be established between the lead partner and all partners in compliance with Article 26 (1) (a) of the Regulation (EU) 2021/1059 and as further explained in chapter II.5.2 of the programme manual. This document provides all minimum compulsory requirements that the signed partnership agreement must hold. Additional elements may be included by the partnership in order to tailor the agreement to their specific needs. Additional provisions included in the final partnership agreement must in any case be in line with the programme objectives and the legal framework mentioned in the subsidy contract and partnership agreement.

It is strongly advised to check whether the terms and clauses - especially those dealing with company law, property law, disputes between partners and compensation for damages - are correct and consistent with the applicable law. The managing authority cannot under any circumstances or for any other reason whatsoever be held liable for damage or injury sustained by the application of this document. The managing authority therefore cannot accept any claim for compensation or increases in payment in connection with such damage or injury.

Having regard to:

- the legal framework as in § 1 of the subsidy contract signed between the managing authority (hereinafter referred to as MA) and Polytechnic of Turin acting as lead partner (hereinafter referred to as LP) of the project ID CE0200670, acronym MedWavelmage and in particular Article 26(1)(a) of the Regulation (EU) 2021/1059 (hereinafter referred to as the Interreg Regulation) and
- § 10 of the subsidy contract signed between the MA and the aforementioned LP on 14.06.2024;

the following agreement shall be made between:

Polytechnic of Turin - Corso Duca degli Abruzzi, 24 - 10129 Torino - Italy, (Lead Partner)
represented by Prof. Gianluca Piccinini, Head of the Department of
Electronics and Telecommunications (Legal Representative according to
the Rectoral Delegation Decree number 1209/2019)

and

Czech Technical University in Prague - Jugoslávských partyzánů 1580/3 - (Partner 2)
160 00 Prague - Czech Republic, represented by Prof. Vojtěch Petráček

Technische Universität Ilmenau (Technical University of Ilmenau) - (Partner 3)
Ehrenbergstraße 29 - 98693 Ilmenau - Germany, represented by Univ.-Prof.
Dr. rer. nat. Stefan Sinzinger

Motol University Hospital - V Úvalu 84 - 150 06 Praha 5 - Czech Republic, (Partner 4)
represented by Mr JUDr. Ing., MBA Miloslav Ludvík

Bulovka University Hospital - Budínova 67/2 - 18081 Praha 8 - Czech (Partner 5)
Republic, represented by Mgr. Jan Kvaček

Jena University Hospital - Kastanienstraße 1 - (Partner 6)

07747 Jena - Germany, represented by Prof. Dr. Thomas Kamradt (Academic Director and Dean of the Faculty of Medicine) and Dr. Tobias Neumann (Research Coordinator)

Ilmsens GmbH - Ehrenbergstraße 11 98693 Ilmenau - Germany, represented by Mr. Hans-Christian Fritsch (Partner 7)

E.P.F. ELETTROTECNICA SRL - Via Langhe 24 -12061 Carrù - Italy, represented by Eng. Franco Filippi (Partner 8)

for the implementation of the Interreg CENTRAL EUROPE project CE0200670, Microwave imaging technology transfer to innovate the medical sector - MedWavelmage, approved by the Monitoring Committee (hereinafter referred to as MC) of the Interreg CENTRAL EUROPE Programme (hereinafter referred to as Interreg CE) on 31.01.2024 in Wien.

§ 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” as defined in annex 1 to the programme manual.
 - b. Lead partner: the project partner who takes the overall responsibility for the submission and the implementation of the entire project according to Article 26 (1) (b) of the Regulation (EU) 2021/1059.
 - 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 CE0200670, Microwave imaging technology transfer to innovate the medical sector - MedWavelmage 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 to 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); list of bank accounts of the PPs (Annex 3).
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. 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 manual;
 - b. 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 § 17 of the subsidy contract.

§ 6

Project management: obligations of the project partners

1. 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 public procurement, competition and entry into the markets, sustainable development and environment protection, equal opportunities and non-discrimination, gender equality, branding, financial management and State aid;
 - b. that it is implemented in observation of the rules and procedures set in the programme manual (e.g. with regard to monitoring the project physical and financial progress, recording and storing of documents, written requests for project modifications, implementation of information and publicity measures etc.);
 - c. that in case of funds granted under State aid, all necessary requirements provided for in the applicable EU, national and programme rules, as recalled in § 1 of the subsidy contract, are respected by the PPs concerned.
 - d. that programme requirements on eligibility of expenditure, as provided for in the programme manual and in line with § 5 of the subsidy contract signed between the MA and the LP, are strictly respected.

2. In accordance with the provisions of the Regulation (EU) 2016/679 (General Data Protection Regulation) in its valid version, the MA is entitled to process personal data of the LP and all PPs, 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 process 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.

Furthermore, the programme bodies may use the names and addresses of all project partners, the purpose and the amount of the subsidy in the framework of information and communication measures concerning the programme as well as reporting to the European Commission.

3. 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 manual. The location of the above-mentioned archive is indicated in the programme electronic monitoring system (hereinafter referred to as Jems) and each PP commits itself to promptly inform the LP on any change of location.
4. Each PP shall give access to the relevant authorities [MA, joint secretariat (hereinafter referred to as 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.
5. 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.
6. 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 through the 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 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 in whole or in part;
 - i. To install a separate accounting system for the settlement of the project and safeguard that the eligible costs as well as the received subsidies can be clearly identified.
7. In the circumstance that any of the PPs is in the situation of undertaking in difficulty, within the meaning of point (18) of Article 2 of Regulation (EU) No 651/2014 as well as in compliance with Article 7 (1) (d)

of Regulation (EU) 2021/1058 (hereinafter referred to as the ERDF Regulation), 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 manual.
2. The steering committee is the decision-making body of the project and it shall be composed by the Project Coordinator (LP representative), the Communication Manager, and one representative from each PPs, duly authorised to represent the respective PP institutions. It shall be chaired by the LP and it shall meet twice per year (each six months). The meetings can be performed remotely through appropriate on-line platforms. Associated partners shall be invited to take part in the steering committee in an advisory capacity. External key stakeholders may also be invited to take part to one or more meetings in an observer/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 budget modifications as 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 of this agreement).
4. Further aspects, including the creation of sub-groups or task forces, may be set out in the rules of procedure of the steering committee.
5. In addition to the steering committee, there will be a General Assembly (GA). The GA will be formed by the Project Coordinator, the Communication Manager, all the Working Packages and Activities Leaders and will meet each three months (the meetings can be performed remotely through appropriate on-line platforms); each six-month meeting will run concurrently with the steering committee meeting. The main GA duties are to oversee the quality of the project, review and approve all the deliverables associated to each Activity planned in the project workplan and prepared by the corresponding Activity Leader. Moreover, it will perform a continuous monitoring of the project activities and, in case of unforeseen situations or risks, the GA will propose adjustments to the project implementation and adequate mitigation measures to be then approved by 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 must be set in place.

§ 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 joint progress reports and, where possible, the main outputs and deliverables obtained in line with the approved application form. Joint activity reports and joint finance reports shall be submitted to the MA/JS following the procedures set in the programme manual and in observation of deadlines set in the overview table of reporting targets and deadlines enclosed to the subsidy contract (see annex 2).

2. In addition, in order to allow the LP to submit to the MA payment requests, enclosed to the joint finance reports, every PP shall submit to the LP its certificates confirming the eligibility of expenditure, following verifications performed according to § 10.
3. In order to meet the deadlines mentioned in § 9.1, each PP commits itself to deliver to the LP the necessary information and documents 20 working days before the deadlines set in the subsidy contract for submitting the concerned periodic joint progress reports.
4. Requests for postponement of the reporting deadlines 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.
5. In line with § 11.5 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 the national controller.
6. 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 programme manual will be followed.
7. 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 § 18.4 applies.
8. In order to proceed with the analysis of periodic joint progress 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.
9. 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.
10. Following the approval of the joint finance report by the MA/JS and the respective ERDF funds have been transferred to the LP account, unless otherwise specified in the partnership agreement, the LP shall forward the respective ERDF share to each PP without any delay and in full to their bank accounts as indicated in Annex 3. Changes of the account number shall be duly notified to the LP.
11. The maximum acceptable delay for transferring the ERDF to the PPs is of 30 working days. 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. In case of unjustified delays in the transfer of ERDF funds to the PPs which are imputable to the LP, the PPs may claim interest rates which the LP shall exclude from the approved project budget.
12. The funds will be transferred from the LP to the PPs in Euro (EUR; €) only. Any exchange rate risk or additional bank fees will be borne by the PPs.
13. 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 § 11.7 of the subsidy contract.
14. 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 manual, the contents of which each PP accepts.

§ 10

Verification of expenditure

1. Each joint finance report submitted by the LP to the MA via the JS must be accompanied by certificates confirming the eligibility of expenditure, both at the LP and the PPs level, issued by national controllers as referred to in Article 46(3) of the Interreg Regulation, 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 manual (i.e., the control report and checklist). The project partners 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 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 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 in the Jems.
5. Any change of control authority/institution or name of controller(s) shall be duly notified to the LP who has subsequently to notify the MA via the JS.

§ 11

Project modifications

1. Project modifications shall be requested by the LP in accordance with the rules and procedures stated in the programme manual. Where relevant, in order to come into effect, modifications must be approved by the relevant programme body/ies.
2. In the application documents the contribution of the LP and each PP are clearly defined. Changes in the project partnership require the prior approval of the relevant programme bodies as outlined in the programme manual. However, once approved, they are valid retrospectively starting from the date indicated in the written approval given by the JS.
3. With regard specifically to budget modifications, each PP may only apply changes in its approved budget if they comply with the flexibility rules stated in the programme 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.
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

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, any notice or publication made by the project including presentations at conferences or seminars, shall point out that the present project was implemented through financial

assistance from ERDF funds of the Interreg CENTRAL EUROPE Programme, as required by Annex IX of Regulation (EU) 2021/1060 (hereinafter referred to as CPR). 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 manual and any other guidelines issued by the programme on the matter. The LP shall take care that the PPs comply with these requirements and provide them with relevant documents and any programme guidelines.

3. The LP must ensure that all the PPs and itself respect the additional branding requirements as laid down in the programme 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 digital and online, 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 manual and any other guidelines issued by the programme on the matter.
7. In line with Article 49 (3) of the CPR, the MA is authorised to publish the following information:
 - (a) name of the LP and its PPs;
 - (b) name of the project;
 - (c) the project summary including project purposes and its expected achievements;
 - (d) abstract of progress reports with the project actual achievements;
 - (e) start date of the project;
 - (f) expected or actual date of completion of the project;
 - (g) the ERDF funding and the total cost of the project;
 - (h) the programme specific objective concerned;
 - (i) the location indicator or geolocation for the project and the countries concerned;
 - (j) the location of the LP and its PPs;
 - (k) the type of intervention for the project in accordance with point (g) of Article 73 (2) of the CPR.
8. The MA is entitled to furthermore use these data for information and communication purposes as listed in Annex IX of the CPR, cited in § 1 of the subsidy contract.
9. The MA on behalf of the MC and of other programme promoters at national level is entitled to use the outputs and results for information and communication actions in respect of the programme. All PPs agree that information about outputs is 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.
10. 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 programme manual.
11. The LP shall ensure that communication and visibility material including at the level of PPs is made available upon request to the MA (and further to EU institutions, bodies, offices or agencies) and that a royalty-free, non-exclusive and irrevocable licence to use such material and any pre-existing rights attached to it is granted to the MA (and further EU institutions, bodies, offices or agencies) in accordance with Annex IX of the CPR.

§ 13

Assignment, legal succession

1. The LP and the 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 for project modification specified in the programme 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 MA 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 project modification procedure as stated in § 13.1 has to be initiated.
3. In case of assignment or any form of legal succession of the LP or PP, the LP or the concerned PP 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 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 abide by EU, 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 § 10.9 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.
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.

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 any event 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 or injuries of any kind 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.

§ 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 (programme manual and the call-specific Terms of Reference), 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 § 6.4. 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 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 § 9.9 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 programme manual and § 9.9 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 52 (1) of Regulation (EU) 2021/1059. 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. 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.
3. 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.
4. Bank charges incurred by the repayment of amounts due to the MA via the LP shall be borne entirely by the concerned PPs.
5. If decommitment of funds apply in compliance with § 9.7 and provisions of the programme 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.
3. In case of joint ownership, the following provisions shall apply:
Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) fair and reasonable compensation.

The joint owners shall agree on all protection measures and the division of related cost in advance.

These provisions shall be in line with § 26.7 of this Agreement.

4. 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 65 of the CPR. 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.
5. The MA reserves the right to use the outputs and results for information and communication actions in respect of the programme.
6. As stated in the chapter “C.8 Long-term effects and durability” and in the section “Investment 3.1” of the approved application form of MedWavelmage, all the three realized and clinically tested medical devices will be available to the project partners free of charge and for an unlimited period of time, i.e. the realised devices will be available at the MedWavelmage hospitals and universities with no additional costs and no limitation in time.

§ 20

Access Rights

A. Background included

1. The LP and PPs must give each other and the other PPs access to the background identified as needed for implementing the action.

‘Background’ means any data, know-how or information – whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights – that is:

(a) held by the LP and PPs before they acceded to the Agreement and

(b) needed to implement the action or exploit the results.

If background is subject to rights of a third party, the LP or the PP concerned must ensure that it is able to comply with its obligations under the Agreement.

2. Background included: in Annex 4, the Parties have identified and agreed on the Background for the Project and have also, where relevant, informed each other that Access to specific Background is subject to legal restrictions or limits.

Anything not identified in Annex 4 shall not be the object of Access Right obligations regarding Background.

3. Any Party may add additional Background to Annex 4 during the Project provided they give written notice to the other Parties. However, approval of the steering committee is needed should a Party wish to modify or withdraw its Background in Annex 4.

B. General Principles

4. Each Party shall implement its tasks in accordance with the approved final version of the project and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.
5. Any Access Rights granted exclude any rights to sublicense unless expressly stated otherwise.
6. Access Rights shall be free of any administrative transfer costs.
7. Access Rights are granted on a non-exclusive basis.
8. Results and Background shall be used only for the purposes for which Access Rights to it have been granted.
9. All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.
10. The requesting Party must show that the Access Rights are needed.

C. Access Rights for implementation

11. Access Rights to Results and Background Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Background in Annex 4.

D. Access Rights for Exploitation

12. Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.

Access rights to Results for internal research and for teaching activities shall be granted on a royalty-free basis.

13. Access Rights to Background if Needed for Exploitation of a Party's own Results, shall be granted on Fair and Reasonable conditions.

14. A request for Access Rights may be made up to twelve months after the end of the Project.

E. Access Rights for entities under the same control

15. Entities under the same control have Access Rights if they are identified in Annex 5 ("Identified entities under the same control") to this Partnership Agreement.

Such Access Rights must be requested by the entity under the same control from the Party that holds the Background or Results. Alternatively, the Party granting the Access Rights may individually agree with the Party requesting the Access Rights to have the Access Rights include the right to sublicense to the latter's entity under the same control [listed in Annex 5]. Access Rights to an entity under the same control shall be granted on Fair and Reasonable conditions and upon written bilateral agreement.

Entities under the same control which obtain Access Rights in return fulfil all confidentiality obligations accepted by the Parties under the Subsidy contract or this Partnership Agreement as if such entities were Parties.

Access Rights may be refused to entities under the same control if such granting is contrary to the legitimate interests of the Party which owns the Background or the Results.

Access Rights granted to any entity under the same control are subject to the continuation of the Access Rights of the Party with whom it is under the same control, and shall automatically terminate upon termination of the Access Rights granted to such Party.

Upon cessation of the status as an entity under the same control, any Access Rights granted to such former entity under the same control shall lapse.

Further arrangements with entities under the same control may be negotiated in separate agreements.

F. Additional Access Rights

16. The Parties agree to negotiate in good faith any additional Access Rights to Results not covered by the Subsidy contract and the Partnership Agreement as might be asked for by any Party, upon adequate financial conditions to be agreed.

G. Access Rights for Parties leaving or entering the consortium

17. As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Background.

18. Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the General Assembly to terminate its participation in the consortium.

19. A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation. It may request Access Rights up to twelve months after the termination of its participation in the Project.

20. Any Party leaving the Project shall continue to grant Access Rights pursuant to the Subsidy contract and this Partnership Agreement as if it had remained a Party for the whole duration of the Project.

21. For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 20 are applicable also to Software.

Parties' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as available from the Party granting the Access Rights.

§ 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/JS 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.

§ 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.
3. The LP will inform the other PPs and may, on its own initiative or upon request of a PP, ask advice 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 the Court of Brussels 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 (e.g. substantial changes due to changes in political or financial terms). 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.
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 § 26.7 of this agreement states differently.

§ 26

Concluding provisions

1. All cited laws, regulations and programme documents mentioned in this agreement are applicable in their latest valid version.
2. 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.
3. In case of matters that are not ruled by this agreement, the parties agree to find a joint solution.
4. 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.
5. 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.
6. 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.
7. This agreement is governed by and construed in accordance with the laws of Italy. Thus, the laws of Italy shall apply to all legal relations arising in connections with this agreement.
8. 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.
9. Any change of domicile shall be forwarded by the concerned PP to the LP within 15 days following the change.
10. The present agreement must be signed by the LP and all PPs and evidence of the 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 programme 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.
11. 9 copies of this agreement are made, of which each party keeps one and one is sent by the LP to the MA.

Drawn up at Polytechnic of Turin

Lead partner - Polytechnic of Turin

Signature

Date 03.09.2024

Partner 2 - Czech Technical University in Prague

Signature

Date 08.08.2024

Partner 3 - Technische Universität Ilmenau

Signature

Date 13. Aug. 2024

Partner 4 - Motol University Hospital

Signature

Date 2.9.2024

Partner 5 - Bulovka University Hospital

Signature

Date 15.08.2024

Partner 6 - Jena University Hospital

Signature

Date 14.8.24

Partner 7 - Ilmsens GmbH

Signature

Date 23.8.2024

Partner 8 - E.P.F. ELETTROTECNICA SRL

Signature

Date 26.08.2024

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)

Annex 3: list of PP's bank accounts

Annex 4: background included

Annex 5: identified entities under the same control

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:

- Programme manual
- Terms of Reference for the call for proposals under which the project was selected for funding.

Annex 1: latest version of the approved application form

Attached to the Partnership Agreement

Annex 2: copy of the subsidy contract signed between the MA and the LP

Attached to the Partnership Agreement

Annex 3: list of PP's bank accounts

Partner 2 - Czech Technical University in Prague:

Bank name: KB, a.s.
Bank address: Na Příkopě 969, 11407 Prague, Czech Republic
IBAN: CZ2601000000277380010287
SWIFT: KOMBCZPPXXX

Partner 3 - Technical University of Ilmenau:

Landesbank Hessen-Thüringen
IBAN: DE17 8205 0000 3004 4442 81
BIC: HELADEF820

Partner 4 - Motol University Hospital:

Czech National Bank
Na Příkopě 28 115 03 Praha 1
43-17937051/0710
IBAN CZ92 0710 0000 4300 1793 7051
BIC CNBACZPP 4317937051/0710

Partner 5 - Bulovka University Hospital:

Bank Name: CZECH NATIONAL BANK
Account Number: 34534-16231081/0710
IBAN: CZ76 0710 0345 3400 1623 1081
BIC: CNBA CZZPP

Partner 6 - Jena University Hospital:

Bank: HypoVereinsbank Jena
Bank address: Schillerstr. 4, 07745 Jena
Account holder: Universitätsklinikum Jena
IBAN: DE 2083 0200 8703 5760 2904
BIC: HYVEDEMM463

Partner 7 - Ilmsens GmbH:

Sparkasse Ilmenau-Arnstadt
BIC: HELADEF1ILK
IBAN: DE62 8405 1010 1010 1191 56

Partner 8 - E.P.F. ELETTRATECNICA SRL:

Bank: BANCA ALPI MARITTIME CREDITO COOPERATIVO CARRÚ SCPA
Branch office: FILIALE DI CARRÚ
IBAN: IT27 I 084 5046 1000 0000 0013 593
BIC: ICRAITRRIC10

Annex 4: Background included

According to the Article 20.1 Background is defined as “data, know-how or information (...) that is (...) needed to implement the Action or exploit the results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the Project. This is the purpose of this annex.

LEAD PARTNER - Polytechnic of Turin

As to **Polytechnic of Turin**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation	Specific restrictions and/or conditions for Exploitation
In-house developed software routines for qualitative and quantitative microwave imaging	This existing background is made available to all PPs for the Activities within the MedWavelmage project.	If necessary, exploitation terms will be agreed between POLITO and any of the PPs
In-house developed hardware (e.g. antennas, phantoms, switching matrices, RF sources and receivers) for qualitative and quantitative microwave imaging	This existing background is made available to all PPs for the Activities within the MedWavelmage project.	If necessary, exploitation terms will be agreed between POLITO and any of the PPs

This represents the status at the time of signature of this Partnership Agreement.

PARTNER 2 - Czech Technical University in Prague

As to **Czech Technical University in Prague**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation	Specific restrictions and/or conditions for Exploitation
In-house developed software routines for qualitative and quantitative microwave imaging	This existing background is made available to all PPs for the Activities within the MedWavelmage project.	If necessary, exploitation terms will be agreed between CTU and any of the PPs
In-house developed hardware (e.g. antennas, phantoms) for qualitative and quantitative microwave imaging	This existing background is made available to all PPs for the Activities within the MedWavelmage project.	If necessary, exploitation terms will be agreed between CTU and any of the PPs

This represents the status at the time of signature of this Partnership Agreement.

PARTNER 3 - Technische Universität Ilmenau

As to **Technische Universität Ilmenau (TUIL)**, it is agreed between the parties that, to the best of their knowledge, no data, know-how or information of TUIL shall be needed by another party for implementation of the project or exploitation of that other party's results.

This represents the status at the time of signature of this Partnership Agreement.

PARTNER 4 - Motol University Hospital

No data, know-how or information of **Motol University Hospital** is Needed by another Party for implementation of the Project.

This represents the status at the time of signature of this Partnership Agreement.

PARTNER 5 - Bulovka University Hospital

As to **Bulovka University Hospital**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation	Specific restrictions and/or conditions for Exploitation
Sharing of anonymized CT images and anonymized personal and health data of patients and volunteers to the other MedWavelmage partners for the project purposes	This existing background is made available to all PPs for the Activities within the MedWavelmage project.	If necessary, exploitation terms will be agreed between BULOVA and any of the PPs

This represents the status at the time of signature of this Partnership Agreement.

PARTNER 6 - Jena University Hospital

As to **Jena University Hospital**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation	Specific restrictions and/or conditions for Exploitation
Protocols for constructing UWB breast phantoms including or not the modellation of tumors	It shall be used to construct UWB breast phantoms together with TUI	If necessary, exploitation terms will be agreed between JUH and any of the PPs
Designed of patient holder for UWB-based breast imaging	It shall be used to image patients and volunteers only for breast (cancer).	If necessary, exploitation terms will be agreed between JUH and any of the PPs
Procedure for recruiting volunteers and patients for UWB-based breast imaging	It shall be used to recruit patients and volunteers for breast (cancer) imaging only.	If necessary, exploitation terms will be agreed

		between JUH and any of the PPs
Protocols for UWB-based breast imaging	It shall be used to perform UWB-based breast imaging only	If necessary, exploitation terms will be agreed between JUH and any of the PPs
Protocols for magnetic hyperthermia of tumors with magnetic nanoparticles	Not to be used in this project	

This represents the status at the time of signature of this Partnership Agreement.

PARTNER 7 - Ilmsens GmbH

As to **Ilmsens GmbH**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation	Specific restrictions and/or conditions for Exploitation
Existing Hardware Designs (PCB, ACIS, etc.)	No access	No access
Measurement sequence control, synchronisation mechanisms	Access to system understanding if required (no detailed information but overview knowledge)	No access
Protocols and interfaces	Documentation on the use of the interfaces	Protocols are usable. Protocols are applicable and extensively documented

This represents the status at the time of signature of this Partnership Agreement.

PARTNER 8 - E.P.F. ELETTROTECNICA SRL

As to **E.P.F. ELETTROTECNICA SRL**, it is agreed between the Parties that, to the best of their knowledge, the following Background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Background	Specific restrictions and/or conditions for implementation	Specific restrictions and/or conditions for Exploitation
In-house developed software routines with AI algorithms for imaging detection\data analysis, also on raw file format.	This existing background is made available to all PPs for the Activities within the MedWaveImage project.	If necessary, exploitation terms will be agreed between EPF, POLITO and any of the PPs

This represents the status at the time of signature of this Partnership Agreement.

Annex 5: Identified entities under the same control according to Section 20.15