

PARTNERSHIP AGREEMENT

Having regard to:

the legal framework as in § 1 of the subsidy contract signed between the managing authority (hereinafter referred to as MA) and Institute for Ecology of Industrial Areas acting as lead partner (hereinafter referred to as LP) of the project No CE89, acronym LUMAT 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 2 August 2016;

the following agreement shall be made between:

Institute for Ecology of Industrial Areas ul. Kossutha 6, 40-844 Katowice, Poland, represented by Jan Skowronek, Director (LeadPartner)

and

The City Hall of Ruda Śląska, 41-709 Ruda Śląska Jana Pawła II square 6, represented by Grażyna Dziedzic (Partner 2)

Saxon State Office for Environment, Agriculture and Geology, 01326 Dresden Pillnitzer Platz 3, represented by Norbert Eichkorn (Partner 3)

Higher Institute on Territorial Systems for Innovation, 10138 Torino Via Pier Carlo Boggio 61, represented by Romano Borchiellini (Partner 4)

Metropolitan City of Turin, 10123 Torino Via Maria Vittoria 12, represented by Chiara Appendino (Partner 5)

EC Energy Center Lipizzanerheimat LTD., 8572 Bärnbach Mitterdorfer Straße 5, represented by Johannes Binder (Partner 6)

Slovak University of Technology in Bratislava, 812 45 Bratislava Vazovova 5, represented by Robert Redhammer (Partner 7)

City of Trnava, 917 01 Trnava Hlavná 1, represented by Peter Bročka (Partner 8)

Institute for Sustainable Development of Settlements, 708 00 Ostrava - Poruba Bulharská 1424/25, represented by Petra Šobánková (Partner 9)

Regional Development Agency, ltd., 602 00 Ostrava Na Jízdárně 7/1245, represented by Petra Chovanioková (Partner 10)

Urban Planning Institute of the Republic of Slovenia, 1127 Ljubljana Trnovski pristan 2, represented by Igor Bizjak (Partner 11)

Ministry of the Environment and Spatial Planning, SI - 1000 Ljubljana Dunajska 48, represented by Irena MAJCEN (Partner 12)

City of Kranj, 4000 Kranj Slovenski trg 1, represented by Boštjan Trilar (Partner 13)

for the implementation of the Interreg CENTRAL EUROPE project CE89, Implementation of Sustainable Land Use in Integrated Environmental Management of Functional Urban Areas/ LUMAT, approved by the Monitoring Committee (hereinafter referred to as MC) of the Interreg CENTRAL EUROPE Programme (hereinafter referred to as Interreg CE) on 15 April 2016 in Vienna.

§ 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 CE89, Implementation of Sustainable Land Use in Integrated Environmental Management of Functional Urban Areas/ LUMAT 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); 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. The right of representation is restricted on the content of the project, if not titled differently in the subsidy contract.

§ 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.

§ 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 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 it exercises best endeavours to prevent fulfilment any of circumstances mentioned in § 18 of the Subsidy Contract.
2. 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.
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 implementation manual. The location of the above mentioned archive is indicated in the programme electronic monitoring system 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/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 the same or any other EU Programme, EU fund or Union instrument.
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 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;
 - 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;
 - j. To store one specimen of each developed material for control and audit purposes.
7. 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.
 8. Each PP undertakes to carefully analyse and obey eligibility rules and principles, mentioned in § 5.1 of the subsidy contract.
 9. Each PP accepts the content of the Implementation Manual and undertakes apply it.
 10. Each PP agrees that his names and addresses, the purpose and the amount of the subsidy may be used by the programme bodies in the framework of information and communication measures concerning the programme as well as reporting to the European Commission.
 11. In accordance with Article 56 and 57 of Regulation (EU) 1303/2013 each Partner undertakes 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 the evaluation purpose. Information might be provided by the PPs also through surveys and/or interviews.

§ 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. 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 changes 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. To ensure a high quality project implementation a Project Advisory Board (PAB) will be established. It will be set up from selected 5-6 experts in the project thematic fields.

The PAB (5-6 experts) will be established at kick-off meeting and the report on co-operation plan with the PAB will be provided with minutes of meeting. PAB will provide mid-term and final review reports to Project Steering Committee (PSC) to ensure the quality of the project.

§ 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 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. As soon as the PPs have accomplished their reporting duties and have delivered all requested reporting documents following the rules of the implementation manual, the LP shall forward all information and documents received to the MA without any delay.
2. 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.
 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 15 working days before the deadline set in the subsidy contract for submitting the concerned progress report.
 4. 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.
 5. 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.
 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 implementation 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 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.
 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 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 in Annex 3. 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.
 11. The maximum acceptable delay for transferring the ERDF to the PPs is of 14 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 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.
13. 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.

§ 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 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 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 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 subsequently to 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 shall provide the PPs 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 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 takes 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. Each PP is held liable for damages caused by itself or its employees. In case of contributory negligence of several PPs each PP is liable according to its contributory share.
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 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.
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 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.

§ 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 § 6.4.

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 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 9.9 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 implementation 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 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. 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 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 or PP that carried out the work generating the specific output.
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:

Intellectual property which arises as a direct result of collaboration and which is not clearly attributable to the activities of individual PP shall belong to the whole project partnership. All partners are allowed to publish the project's results, provided the correct citation. Access to the developed outputs shall be open for public and without any fees.

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 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.
5. 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.
6. 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.
7. 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.

§ 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 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 MC of the country of the PPs affected shall be the venue for all legal disputes arising from this agreement.

§ 23

Working language

1. The working language of the partnership shall be English. However in bilateral contacts among partners also Polish, German, Italian, Czech, Slovenian and Slovak languages may be used.
2. 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.
3. 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.
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

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. The LP's and PP's share of the before mentioned costs, fees and taxes shall be divided amongst the LP and PPs according to their share of funded budget. Jointly borne costs, fees and taxes, as mentioned above, are only legitimate, if no specific PPs can be claimed responsible for the financial damage occurred. In any other cases §18 of this agreement becomes effective.
6. This agreement is governed by and construed in accordance with the laws of Poland. Thus, the laws of Poland 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 month 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. Thirteen copies of this agreement are made, of which each party keeps one.

Drawn up at Katowice, Poland

Lead partner

Signature

Date

Partner 2

Signature

Date

Lead partner

Signature

Date

Partner 3

Signature

Date

Lead partner

Signature

Date

Partner 4

Signature

Date

Lead partner

Signature

Date

Partner 5

Signature

Date

Lead partner

Signature

Date

Partner 6

Signature

Date

Lead partner

Signature

Date

Partner 7

Signature

Date

Lead partner

Signature

Date

Partner 8

Signature

Date

Lead partner

Signature

Date

Partner 9

Signature

Date

Lead partner

Signature

Date

Partner 10

Signature

Date

Lead partner

Signature

Date

Partner 11

Signature

Date

Lead partner

Signature

Date

Partner 12

Signature

Date

Lead partner

Signature

Date

Partner 13

Signature

Date

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

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