CLIMATE Project (02C0588) Partnership Agreement

“Improving EU regions' environmental and socioeconomic resilience to climate change”.

Definition and abbreviations

For the purpose of this agreement, the following word and abbreviations shall have the following meanings:
Agreement means the project partnership agreement.

Approval Decision means the approval decision of the monitoring committee as indicated in the subsidy contract.

Application Form means the application form as set out in Annex I of this contract together with any amendments to the application form which are approved by the programme authorities.

Lead Partner means: the project partner designated by all partners and who assumes responsibility for ensuring implementation of the entire project according to Articles 23 (5) and 26 (1) b of Regulation (EU) No 2021/1059.

Programme means the Interreg Europe programme.

Programme Authorities means the managing authority, joint secretariat, certifying authority and/or audit authority.

Programme Manual means the latest published version of the programme manual.

Project Partners means the project partners named in the application form, including the lead partner.

Project means *02C0588, CLIMATE: “Improving EU regions' environmental and socioeconomic resilience to climate change”* as described in the application form.

Subsidy the maximum ERDF co-financing allocated to the project in accordance with the application form.

Project Coordinator is responsible for organising the project’s work.

The Steering Group (SG) will serve as the highest decision-making body, safeguarding the project’s strategic direction.

***02C0588, CLIMATE*: "*Improving EU regions' environmental and socioeconomic resilience to climate change*".**

Having regard to:

Article 26 (1) a of Regulation (EU) 2021/1059 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments;

the following agreement is hereby made between the lead partner (LP) of the project and the project partners (PPs) as listed in the latest approved application form for the implementation of the Interreg Europe project CLIMATE 02C0588, Improving EU regions environmental and socioeconomic resilience to climate change, approved by the Monitoring Committee of the Interreg Europe Programme on 12/12/2023.

Article 1: Legal framework

1. The following legal provisions and document constitute the contractual basis of this partnership agreement and the legal framework for the implementation of the project CLIMATE:

- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, as further specified below.
- The Interreg Europe Programme approved by the European Commission setting the programme (hereinafter referred to as Interreg Europe Programme).
- The laws of the PP's countries applicable to this contractual relationship.

2. The following laws and documents constitute the legal framework applicable to the rights and obligations of the parties to this agreement:

- Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 966/2012, together with related Delegated or Implementing Acts;
- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, especially:
    - Regulation (EU) No 2021/1060 of the European Parliament and of the Council of 24 June 2021, laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund, and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy, and repealing Council Regulation (EC) No 1303/2013, and any amendment;

- Regulation (EU) No 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund, and repealing Regulation (EC) No 1301/2013, and any amendment;
- Regulation (EU) No 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial goal (Interreg) supported by the European Regional Development Fund and external financing instruments, and repealing Regulation (EC) No 1299/2013, and any amendment;

- Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC (General Data Protection Regulation, GDPR);
- Articles 107 and 108 of the Treaty on the Functioning of the European Union, Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid, Regulation (EU) 2021/1237 of 23 July 2021 amending Regulation (EU) No 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty; Delegated and Implementing acts, as well as all applicable decisions and rulings in the field of state aid;
- All other EU legislation and the underlying principles applicable to the LP and the PPs, including the legislation laying down provisions on competition and entry into the markets, the protection of the environment, and equal opportunities between men and women;
- National rules applicable to the LP and its PPs and their activities;
- Project data, comprising but not limited to latest project documentation such as application form and all project information available in the electronic system;
- the subsidy contract, concluded between the LP of the project and the MA;
- All manuals, guidelines and any other documents relevant for project implementation in their latest version, as published on the programme website.

Should the above-mentioned legal norms and documents, and any other documents or data of relevance for the contractual relationship be amended, the latest version shall apply.

Article 2: Subject of the Partnership Agreement

Subject of this agreement is the organisation of a partnership in order to implement the project 02C0588, “Improving EU regions environmental and socioeconomic resilience to climate change”, CLIMATE, as indicated in the annexes. The annexes comprise:

- The latest version of application form approved by the program (Annex I)
- The subsidy contract between the managing authority and the lead partner (Annex II)
- The budget-by-budget line and per partner, spending plan by partner, allocation of tasks and objectives, the list of deliverables (Annex III),
- The External expertise breakdown in detail as approved by the MA (Annex IV)
- The preparation costs division (Annex V)

The annexes - including all provisions they are based on and refer to - are considered to be an integral part of this agreement.

Article 3: Duration of the partnership agreement

The present partnership agreement comes into force once it has been signed by the LP and each PP individually, and under the condition that the project is approved for co-financing by the programme. It remains in force until the LP and PPs have completed in full their obligations as further defined in article 6 of this agreement towards the MA and any relevant European body. Notwithstanding the entry into force of the partnership agreement as indicated above, the obligations of the partners based on the legal framework included in article 1 are applicable from the start of the project.

The agreement can be terminated prematurely by means of a decision taken by the Steering Group (SG) which also makes arrangements regarding the consequences of such premature termination.

Article 4: Roles and duties in the partnership

The LP of the project:

1. is entitled to represent the PPs in the project.
2. is responsible for the overall coordination, management, and implementation of the project towards the MA.
3. ensures timely start and implementation of the activities within the lifetime of the project, in compliance with all obligations to the MA. The LP must notify the JS of any factors that may adversely affect implementation of the project activities and/or financial plan.
4. monitors the delivery of the agreed work plan setting out tasks to be undertaken as part of the project, the role of the PPs in their implementation, and the project budget.

5. prepares and submits the project progress reports, including supporting documents, according to the programme manual, and additional requested documents and/or information from JS and MA.
6. addresses requests for project modifications, according to the programme manual.
7. is, in general, the contact point representing the partnership for any communication with the JS/MA or any other programme body.
8. provides the partners with copies of all relevant project documents, and reports on the implementation of the project. The LP must regularly inform the PPs of all relevant communication between the LP and the JS/MA.
9. carries out any other tasks agreed with the PPs.

PPs are the bodies responsible for carrying out specific project activities in the manner and scope indicated in the project data (in particular in the latest approved application form). PPs 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 PPs must:

- actively cooperate in the implementation of the project;
- cooperate in the staffing and/or financing of the project in accordance with the partnership agreement;
- keep to other obligations based on this partnership agreement;
- provide the LP with all the information and documents required for coordinating and regularly monitoring the technical and financial progress of the project, and necessary in preparing the progress and final reports concerning the part of the project that the partner is responsible for;
- provide any additional information related to reporting to the LP or JS/MA if requested, in due time;
- inform the LP of any change related to the name of their organisation, contact details, legal status or any other change concerning the partner organisation which may have an impact on the project or on their eligibility to the programme.

The PPs must also:

- carry out the specific activities set out in the project data in line with the latest version of the application form;
- comply with any deadlines set by the programme, the LP or agreed within the partnership;

- notify the LP of any factors that may adversely affect implementation of the project in accordance with the project data and lead to a deviation.

In particular, for the part of the project for which it is responsible, each PP must ensure:

- that it complies with relevant rules concerning, inter alia, equal opportunities, protection of the environment, financial management, project branding and visibility rules, procurement rules and State Aid;

that its project activities are implemented in accordance with the rules and procedures set in the programme manual.

Article 5: Financial management of the project

Each PP must:

- set up separate accounting records or use an appropriate accounting code for all transactions relating to the operation, ensuring that expenditure as well as the received national and programme co-financing related to the project, are clearly identified.
- strictly follow the EU eligibility rules as well as further eligibility rules set up by the programme in the programme manual and, if applicable, national rules.
- be responsible for guaranteeing the sound financial management of programme funds received and, in cases of recovery, for reimbursing the LP or relevant programme body directly unduly paid programme co-financing, in accordance with the rules and procedures set in the programme manual. In the case of national contribution, the specific regulation of the country granting it applies.
- regularly and timely submit expenditures for verification to the designated controllers, according to the rules set at programme and national level. Verified expenditures must be submitted through the programme's electronic monitoring system (Interreg Europe Portal) to the LP immediately after verification.
- ensure that the expenses incurred are strictly related to the project activities, in line with the project data.
- ensure that programme requirements on eligibility of expenditure as stated in the programme manual are strictly respected.
- set up a physical and/or electronic archive where data, records and documents composing the audit trail are stored, in compliance with the requirements described in the programme manual.

Furthermore, the LP must:

- ensure that the expenditure presented by the PPs participating in the project has been incurred for the purpose of implementing the project and corresponds to the activities agreed between those partners as specified in the project data.
- verify that the expenditure presented by the PPs participating in the project has been validated by controllers, according to the rules set at programme and national level.

- receive programme co-financing for the entire project and transfers it to the other PPs participating in the project within [90] days of its receipt.
- constantly monitor the spending of the project budget foreseen for each PP, and ensure that budget shifts are carried out within the limits and according to the rules as set out by the programme in the programme manual,

If a PP fails to inform the LP of any deviation from the project data, the LP is then entitled to refuse to include in the project progress report the costs of this partner that are connected to unjustified deviations and/or that result in an overspending of the approved budget of this partner. Similarly, if a PP fails to provide the necessary input for the preparation of the project reports within the deadline agreed with the LP, the LP may be obliged to submit to the programme the joint progress report without the costs of this PP, in coordination with the JS.

Programme co-financing payments not requested by each PP in time and in full in line with the project planned expenditure included in the project data may be lost for the project partner concerned.

The PPs must provide access to the premises, documents and information, irrespective of the medium in which they are stored, for verifications by the MA, the JS, the AA, relevant national authorities, authorised representatives of the EC, the European Anti-Fraud Office (OLAF), the European Court of Auditors, the Group of Auditors and any external auditor authorised by these institutions or bodies. These verifications may take place up to 5 years from 31 December of the year of the last payment from the programme to the LP or PP. The PPs must ensure that all original documents, or their certified copies, in line with the national legislation related to the implementation of the project, are made available until the above final date of possible verifications, and until any on-going audit, verification, appeal, litigation or pursuit of claim has been completed.

Article 6: Recoveries

Should the MA, in accordance with the provisions of the respective articles of the subsidy contract, demand repayment of programme co-financing already transferred, each PP must transfer to the LP or relevant programme body any amounts paid to them in excess, according to the rules and timeframe as set out by the programme in the programme manual and recovery documents.

In such cases, the LP must immediately forward to the PPs the recovery documents received from the MA/JS and notify every PP of the amount repayable.

If the recovery concerns the LP alone, then the LP must not stop payments to the other PPs.

Article 7: Modifications, withdrawal from obligations

1. The LP and each PP agree not to withdraw from the project unless there are unavoidable reasons for doing so. Should this nonetheless happen, the LP and the remaining PPs must find a solution in agreement with the rules and procedures as described in the programme manual. Should a PP fail to comply with its obligations under this partnership agreement, the lead partner shall contact the concerned partner and remind this partner to comply within a maximum of 20 days. The lead partner shall make any effort to

contact the concerned partner(s) in order to solve the difficulties, including seeking the assistance of the joint secretariat / the managing authority of the programme.
2. Should the non-fulfilment of obligations continue, in spite of notifications as mentioned under point one of this article, the partnership may decide to exclude the concerned partner from the project. The managing authority / joint secretariat shall be informed immediately by the lead partner if the partnership intends to exclude a partner from the project.
3. In case of non-fulfilment of a partner's obligation having financial consequences for the funding of the project as a whole, the lead partner may demand compensation to cover the sum involved.
4. In case of any disputes, even if regarded as such by only one of the partners, which may arise owing to a further agreement or an actual action which is wholly or partly subject to the present agreement, the project partners shall first work towards an amicable settlement. In case the partners do not reach an amicable settlement, the settlement will be adjudicated by the competent court in the district in which the lead partner has its registered office. The lead partner's registered office is located in Samara 13 Str. 49100, Corfu, Greece.

The LP and PPs must strictly follow the provisions of the programme manual when requesting and/or implementing modifications in the project.

Article 8: Information and communication, publicity and branding

The LP and the PPs must comply with the EU publicity rules as well as the communication requirements outlined in the programme manual and provide any material developed during the lifetime of the project that may be useful for publications at the programme level.

In the spirit of cooperation and exchange, the LP and PPs ensure that any output and result produced during project implementation can be used by all interested parties and organisations and are in the public interest and publicly available. The MA/JS and any other relevant programme, EU and national body can use them for information and communication purposes in the framework of the programme.
Each project partner agrees that the programme authorities shall be authorised to publish, in any form and by any means, including the Internet, the following information:

a. the name and contact details of the lead partner and of the project partners,
b. the project name,
c. a summary of the project activities,
d. the objectives of the project and the subsidy,
e. the project start and end date,
f. the amount of the subsidy and the total budget of the project,
g. the geographical location of the project implementation,

h. progress reports including the final report

Moreover, the PPs will support the LP and play an active role in any actions organised by the programme to disseminate and capitalise on project results.

Article 9: Intellectual property rights, confidentiality and conflict of interest

The LP and PPs must undertake to enforce all applicable national and EU law, including but not limited to laws on intellectual property rights, especially copyright, regarding any output produced as a result of project implementation.
The LP or PP shall ensure that it has all rights to use any pre-existing intellectual property rights, if necessary for the implementation of the project.
The LP and PPs are obliged to take all necessary measures to avoid conflicts of interest, and to keep each other informed without delay on any circumstances that have generated or may generate such conflict.
The LP and PPs are obliged to inform the relevant programme bodies if there is any sensitive or confidential information related to the project that may not be published or made publicly available. This clause does not affect the LP and PPs obligation to make all results and outputs of the project available to the public.
All intellectual property, outputs and results (whether tangible or intangible) that derive from the project will be the property of the lead partner and the project partners.

Article 10: Decision-making under this agreement

1. Decisions with regard to the:

- general project activities
- individual activities of project partners
- general project budget
- individual budget of project partners
- request for the exclusion and addition of Project partners

will be taken by the concerned project partner in cooperation with the lead partner and if needed by the rest project decision making bodies, as described in the project application form and further specified in this article.

2. Steering Group composition

The Steering Group will consist of one representative of each project partner, to be nominated by each partner and communicated to the Project Coordinator.

3. Quorum and decision making validity

A minimum number of 2/3 of the total of Steering Group members are required for decision-making purposes. Majority: a course of action requires support from more than 50% members who attend the meeting if there is quorum.

To what regards the workplan, decisions will normally be taken by the Steering Group, or by the Project Coordinator alone in case of urgent / pressing issues or for issues that may pose risks for the fulfilment of the project objectives, notifying all Steering Group members.

4. Proxies

Members of the Steering Group can send proxies to meetings. Proxies are entitled to participate in discussion and are allowed a role in decision-making. Steering Group members will inform as soon as possible if they intend to send a proxy to a meeting and no less than two business days before the scheduled meeting.

Article 11: third party contracts, liability and outsourcing

In the case of cooperation with third parties including but not limited to sub-contractors, with regard to the project, the relevant PP remains solely responsible towards the other PPs concerning compliance with its obligations as set out in the programme manual.

No project partner shall be held liable for not complying with its obligations as agreed upon this agreement and the relevant annexes should the non-compliance be caused by force majeure. In such a case, the partner involved must announce this immediately in writing to the other partners of the project.

The Lead Partner shall be informed by the Project Partner about the subject and party of any contract concluded with a third party.
No project partner shall have the right to transfer its rights and obligations under this project partnership agreement without the prior consent of the other project partners and the responsible programme implementing bodies.

Outsourcing to consultants or to suppliers of goods/services shall be undertaken in accordance with procedures set out in the public procurement rules applicable to the contracting partner and in compliance with the EU directives on public procurement.

Article 12: Assignment, legal succession

In case of legal succession, e.g. where the LP or any PP changes its legal form, the LP or PP is obliged to transfer all duties and obligations under this contract to its successor. Legal succession shall be formalised in a project data modification.

Article 13: Amendment of the partnership agreement

1. This agreement shall only be amended in writing by means of an amendment to that effect signed by all parties involved.
2. Modifications to the project (e.g. concerning activities, time schedule or budget) that have been approved by the programme authorities, in compliance with the procedure set in the programme manual, can be carried out without amending the present agreement.
3. If one of the project partners withdraws from the partnership, the lead partner and the project partners shall endeavour to cover the contribution of the withdrawing project partner, proposing to the programme authorities either to reallocate the tasks of the withdrawn partner inside the partnership and/or to replace the withdrawn partner by one or more new project partners.

Article 14: Termination

The partnership agreement must be terminated as a consequence of termination of the subsidy contract. Following termination of the partnership agreement, the LP and PPs are still obliged to comply with all the requirements after project closure, such as recoveries or document retention for audit and evaluation purposes.

Article 15: Dispute settlement

Disputes arising between PPs or between the LP and PP/PPs concerning their contractual relationship and, more specifically, the interpretation, performance and termination of this agreement should whenever possible be resolved amicably. Should this not be possible, the Greek law shall apply.

Final Provisions

The partnership agreement is written in English, as the partnership's official working language. If this document and its annexes are translated into another language, the English version will be the binding one.

In case of conflicting clauses or interpretation thereof between this agreement and the subsidy contract, the subsidy contract takes precedence.

If any provision in this partnership agreement should be wholly or partly ineffective, the parties to the partnership agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

Amendments and supplements to the present agreement must be in written form. Consequently, any changes to the present agreement will only be effective if they have been agreed on in writing.

The Lead Partner
Title of the institution: Perifereia Ionion Nison (Region of Ionian Islands) | Περιφέρεια Ιόνιων Νήσων

Place and date: Corfu, …/xx/2024

Name and function of the signatory:

Signature/Stamp: ……

The Project Partner 2
Title of the institution: Helsinki Region Environmental Services Authority HSY

Place and date: Helsinki, …/xx/2024

Name and function of the signatory:

Signature/Stamp: ……

The Project Partner 3
Title of the institution: The City of Brussels, represented by its Board of Mayor and Aldermen, on whose behalf act Benoit Hellings, First Alderman, Alderman of Climate and Sports, and Dirk Leonard, City Secretary, pursuant to a decision of the City Council on the 24/06/2024.

Place and date: Brussels, / /2024

Name and function of the signatory:

By the City Council,

The City Secretary

Dirk Leonard

The City Council,

Benoit Hellings
First Alderman,
Alderman of Climate and Sports

The Project Partner 4
Title of the institution: Lombardy Foundation for the Environment

Place and date: Milano, …/xx/2024

Name and function of the signatory:

Signature/Stamp: …….

The Project Partner 5
Title of the institution: Province of Drenthe

Place and date: Assen, …/xx/2024

Name and function of the signatory:

Signature/Stamp: ……..

The Project Partner 6
Title of the institution: Vidzeme Planning region

Place and date: Cēsis, …/xx/2024

Name and function of the signatory:

Signature/Stamp: ……..

The Project Partner 7
Title of the institution: Stara Zagora Municipality

Place and date: Stara Zagora, …/xx/2024

Name and function of the signatory:

Signature/Stamp: ……..

The Advisory Partner 8
Title of the institution: University of Patras

Place and date: Patras, …/xx/2024

Name and function of the signatory: ……

Signature/Stamp: ……..

The Project Partner 9
Title of the institution: Vas County Government Office (VVÖH)

Place and date: Szombathely, …/xx/2024

Name and function of the signatory: ……

Signature/Stamp: ……..

List of annexes

- Annex I: Latest version of application form approved by the program
- Annex II: Subsidy contract between the managing authority and the lead partner
- Annex III: Budget by budget line and per partner, spending plan by partner, allocation of tasks and objectives, list of deliverables
- Annex IV: External expertise breakdown
- Annex V: Preparation costs division

EXAMPLE