

Partnership agreement between the lead partner and its project partners for the implementation of the project
Innovative management solutions for minimizing emissions of hazardous substances from urban areas in the Baltic Sea Region (NonHazCity, #R010)
of Interreg Baltic Sea Region

Having regard to

- REGULATION (EU) No 1299/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal, Article 13(2),
- The cooperation programme “Interreg Baltic Sea Region” (CCI 2014TC16M5TN001) - hereinafter referred to as **programme**,
- The Interreg Baltic Sea Region Programme Manuals, hereinafter referred to as **Programme Manuals**,
- The Agreement on the Management, Financial and Control Systems of the programme made between the countries participating in the programme and the Investitionsbank Schleswig-Holstein, hereinafter referred to as **IB.SH**,
- The Agreement on Management, Control and Audit concerning beneficiaries located outside the Programme area of the Interreg Baltic Sea Region Programme 2014-2020 (Agreement according to Article 20(2)(c) of Regulation EU (No) 1299/2013) made between the partner countries to the programme and the IB.SH,
- The subsidy contract for the implementation of the project #R010, Innovative management solutions for minimizing emissions of hazardous substances from urban areas in the Baltic Sea Region (NonHazCity) of Interreg Baltic Sea Region (hereinafter referred to as **subsidy contract**), in particular Article 5(4) thereof,
- The latest version of the project data available in the electronic Monitoring System (hereinafter referred to as **project data**). These data derive from the original application selected by the Monitoring Committee, and comprise subsequent changes to the original project setup approved by the IB.SH. All decisions on project selection and changes to the project setup including their enclosures form an integral part of the subsidy contract,

the following partnership agreement (hereinafter referred to as **agreement**) is concluded between

Municipality of Stockholm / Stockholms stad

with its official address at Box 8136, 10420 Stockholm, Sweden

and represented by Gunnar Söderholm

hereinafter referred to as **lead partner or LP**, meaning the lead beneficiary of the project as defined in Article 13 of Regulation (EU) No 1299/2013. The LP is listed in the project data as project partner no° 1.

and

City of Västerås / Västerås stad
with its official address at Stadshuset, 721 87 Västerås, Sweden
represented by Bo Dahllöf
and listed in the project data as **project partner no° 2**

Swedish University of Agricultural Sciences / Sveriges lantbruksuniversitet
with its official address at Box 7050, 75007 Uppsala, Sweden
represented by Willem Goedkoop
and listed in the project data as **project partner no° 3**

Turku University of Applied Sciences / Turun ammattikorkeakoulu
with its official address at Joukahaisenkatu 3A, 20520 Turku, Finland
represented by Vesa Taatila
and listed in the project data as **project partner no° 4**

Pärnu City Government / Pärnu Linnavalitsus
with its official address at Suur-Sepa 16, 80098 Pärnu, Estonia
represented by Romek Kosenkranius
and listed in the project data as **project partner no° 5**

Pärnu Water / AS Pärnu Vesi
with its official address at Vingi 13, 80010 Pärnu, Estonia
represented by Leho Võrk
and listed in the project data as **project partner no° 6**

Baltic Environmental Forum Estonia / MTÜ Balti Keskkonnafoorum
with its official address at Liimi 1, 10621 Tallinn, Estonia
represented by Kai Klein
and listed in the project data as **project partner no° 7**

Riga city / Rigas dome
with its official address at Brivibas iela 49/53, 1010 Riga Latvia
represented by Anatolijs Aļeksejenko
and listed in the project data as **project partner no° 8**

Baltic Environmental Forum Latvia / Baltijas Vides Forums
with its official address at Antonijas 3-8, 1010 Riga, Latvia
represented by Kristīna Veidemane
and listed in the project data as **project partner no° 9**

University of Gdansk / Uniwersytet Gdański
with its official address at Ul. Jana Bażyńskiego 8, 80-309 Gdańsk, Poland
represented by Bernard Lammek
and listed in the project data as **project partner no° 10**

Municipality of Gdansk / Gmina Miasta Gdańska
with its official address at Nowe Ogrody 8/12, 80-803 Gdańsk, Poland
represented by Paweł Adamowicz
and listed in the project data as **project partner no° 11**

Gdansk Water Utilities Ltd / Gdańska Infrastruktura Wodociagowo-Kanalizacyjna Sp. z. o. o.
with its official address at ul. Kartuska 201, 80-122 Gdansk, Poland
represented by Jacek Skarbek
and listed in the project data as **project partner no° 12**

Baltic Environmental Forum Lithuania / Baltijos aplinkos forumas Lietuvoje
with its official address at Uzupio str. 9/2-17, 01202 Vilnius, Lithuania
represented by Žymantas Morkvėnas
and listed in the project data as **project partner no° 13**

Klaipeda regional environmental department / Klaipėdos regiono aplinkos apsaugos departamentas
with its official address at Birutės St. 16, 91204 Klaipėda, Lithuania
represented by Andrius Kairys
and listed in the project data as **project partner no° 14**

Institute of Applied Ecology / IfAÖ - Institut für angewandte Ökosystemforschung GmbH
with its official address at Alte Dorfstrasse 11, 18184 Neu Broderstorf, Germany
represented by Werner Pieper
and listed in the project data as **project partner no° 15**

Baltic Environmental Forum Germany / Baltic Environmental Forum Deutschland e. V.
with its official address at Osterstraße 58, 20259 Hamburg, Germany
represented by Matthias Grätz

and listed in the project data as **project partner no° 16**

Kaunas District Municipality / Kauno rajono savivaldybe

with its official address at Savanoriu prospectus 371, 49500 Kaunas, Lithuania

represented by Ričardas Pudžėvelis

and listed in the project data as **project partner no° 17**

Municipality of Šilalė district / Šilalės rajono savivaldybe

with its official address at J. Basanaviciaus st. 2, 75138 Šilalė, Lithuania

represented by Raimundas Vaitiekus

and listed in the project data as **project partner no° 18**

- each hereinafter referred to as **project partner** or **PP**, meaning the other beneficiary as defined in Article 13 of Regulation (EU) No 1299/2013, in the programme and in the Programme Manuals, all project partners named above hereinafter referred to as **project partners** or **PPs**,

for the implementation of the project #R010, Innovative management solutions for minimizing emissions of hazardous substances from urban areas in the Baltic Sea Region (NonHazCity) approved by the Monitoring Committee of Interreg Baltic Sea Region on 19/11/2015 (hereinafter referred to as **project**).

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Article 1
Subject of the agreement

1. Subject of this agreement is the organisation of a partnership and the stipulation of provisions in order to ensure a sound implementation of the project.
2. The subsidy contract between the IB.SH (acting as Managing Authority and Joint Secretariat of Interreg Baltic Sea Region) and the LP dated 4 April 2016 for the implementation of the project - including annexes, amendments, and supplements, as well as the body of rules and regulations it is based on and refers to - is considered to be an integral part of this agreement. The subsidy contract and any addendum to the subsidy contract shall be attached to this agreement as **Annex I**.

Article 2
Duration of the agreement

1. This agreement shall take effect retrospectively from the date the subsidy contract entered into force (cf. Article 13(1) of the subsidy contract), i.e. from 4 April 2016. In case project activities are carried out in the phase after the day of the selection by the Monitoring Committee (19/11/2015) but before the entry into force of the subsidy contract and this agreement, the provisions of this agreement shall already apply to this phase of project implementation.
2. It will remain in force until complete fulfilment of the LP and PPs' obligations under this agreement and the subsidy contract.

Article 3
Project objectives, project partnership

1. The LP and the PPs commit themselves in doing everything in their power to jointly implement the project in accordance with the project data and to support one another 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 project data.
2. The 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 specified in the subsidy contract and in this agreement.

Article 4
Obligations of the lead partner

1. The LP shall be responsible for the overall coordination, management and implementation of the project. It shall fulfil all obligations arising to the LP from Article 13(2) and (3) of the Regulation (EU) No 1299/2013, the subsidy contract including the body of rules and regulations it bases on and refers to, as well as the Programme Manuals. That means in particular:
 - a) complying with the rules on eligibility of expenditure as stipulated in Article 3 of the subsidy contract,
 - b) providing progress reports to IB.SH, requesting and receiving payments from IB.SH in accordance with Article 4 of the subsidy contract,
 - c) complying with the obligations defined in Articles 5 and 6 of the subsidy contract,
 - d) carrying out publicity measures in accordance with Article 7 of the subsidy contract,
 - e) ensuring that any repayment is made in accordance with Article 8(2) and (3) of the subsidy contract,
 - f) assisting any audit or evaluation and retaining all files, documents and data related to the project in accordance with Article 9 of the subsidy contract,
 - g) complying with the rules on assignment, liability, dispute settlement and communication as determined in Articles 10 - 13 of the subsidy contract.
2. In addition to the responsibilities of the LP stipulated in this article, specific obligations of the PPs (cf. Article 5 of this agreement) do also apply to the LP.

Article 5
Obligations of the project partners

1. Each PP undertakes to comply with the body of rules and regulations referred to in Article 1 of the subsidy contract (including any amendments made to these rules and regulations) as well as relevant national regulations and all other rules applicable to the PP. That means in particular:
 - a) completing all activities foreseen in the detailed work plan, as well as setting up and fulfilling the quality criteria for the main outputs (cf. Article 8 of this agreement),
 - b) complying with the rules on eligibility of expenditure as provided for in the Programme Manuals and in line with Article 3 of the subsidy contract,
 - c) guaranteeing a sound financial management of its budget as indicated in the last approved version of the project data,
 - d) in accordance with Article 11 of this agreement, providing proof of progress in the implementation of project activities and the achievement of outputs and submitting a validation on the eligibility

- of the project-related expenditure by a controller designated/approved by the respective country (first level controller),
- e) upon request submitting to the LP the accounting reports or other documents, including copies of all pieces of evidence (receipts, invoices or accounting documents of equivalent probative value, documents related to tender, bank statements, etc.) (cf. Article 11 of this agreement),
 - f) assuming responsibility in the event of any irregularity in the expenditure it has declared,
 - g) repaying the LP any amounts unduly paid and complying with any request for repayment by the IB.SH and/or the LP based on Article 8(2) of the subsidy contract and Article 14 of this agreement,
 - h) being responsible for information and communication measures for the public as referred to in Article 18 of this agreement,
 - i) keeping the ownership of project outputs having the character of investments in infrastructure or productive investments within the period of time and under the conditions set in Article 71 of Regulation (EU) No 1303/2013 of the European Parliament and of the Council,
 - j) keeping available all its documents related to the project. In line with the requirements of the Programme Manuals, each PP is obliged to retain for audit purposes all files, documents and data about the project, in particular all supporting documents regarding expenditure co-financed by the programme for a period of three years starting from the date that the IB.SH communicates to the LP individually according to Article 140(2) of Regulation (EU) No 1303/2013 of the European Parliament and of the Council. This period shall be interrupted either in case of legal proceedings or by the duly justified request of the European Commission. Further each PP shall keep all documents related to any aid granted under the de minimis Regulation or the General Block Exemption Regulation (cf. Article 1 of the subsidy contract) for a period of 10 fiscal years from the entry into force of the subsidy contract. Other possibly longer statutory retention periods as might be stated by national law remain unaffected. These obligations shall persist even if the PP is excluded from the project or the PP has withdrawn from the project (cf. Article 13(1), 15(1) of this agreement).
2. By signing this agreement, each PP declares that it:
- a) is familiar with and adheres to the content of the subsidy contract and the provisions it bases on and refers to; this includes the rules defined in Article 8 of the subsidy contract, which entitle the IB.SH to terminate the subsidy contract and/or to demand repayment of the co-financing in full or in part,
 - b) is familiar with and adheres to the latest approved version of the project data,
 - c) undertakes to inform the LP immediately about all circumstances that delay, hinder or make impossible the realisation of the project as well as all circumstances that mean a change of the disbursement conditions or which would entitle the IB.SH to terminate the subsidy contract, to discontinue payments or to demand repayment of the co-financing in full or in part (cf. Article 8 of the subsidy contract).

Article 6 Project Steering Committee

1. In accordance with the description of the strategic project management in work package 1 'Management and administration' of the project data, the LP, in agreement with the PPs, shall set up a Project Steering Committee (hereinafter referred to as **PSC**) responsible for monitoring the implementation of the project. The PSC shall be set up within 3 months after the decision of the Monitoring Committee of Interreg Baltic Sea Region on project selection. The establishment of the PSC shall be without prejudice to the obligations of the LP and the PPs as determined in this agreement.
2. The PSC will consist of the LP manager and work package and some group of activity leaders, representing all participating countries: SE, FI, EE, LV, LT, PL and DE:
 - Project manager of LP Tonie Wickman, Stockholm municipality;
 - Deputy project manager and WP1 lead Heidrun Fammler, BEF Germany ;
 - WP2 lead Piotr Stepnowski, Gdansk University;
 - WP2 co-lead Karin Wiberg, Swedish University of Agricultural Sciences;
 - WP2/4 activity lead Heli Nommsalu, BEF Estonia;
 - WP3 lead Arne Jamtrot, Stockholm municipality;
 - WP3 activity co-lead Hannamaria Yliruusi, Turku University of Applied;
 - WP4 lead Valters Toropovs, BEF Latvia,;
 - WP4 activities lead Jens Gercken, Institute for Applied Ecology;
 - WP5 lead Laura Stance, BEF Lithuania”

The PSC can decide about changes in this composition, after request of one part, as long as the LP and all participating countries are represented.
3. The PSC shall be chaired by the LP and shall meet at least every six months. Further matters regarding the set-up and proceedings of the PSC such as its tasks, competencies, co-chairmanship, decision making procedures, etc. shall be regulated in rules of procedure of the PSC. The rules of procedure of the PSC shall be agreed by the LP and the PPs and approved by the PSC during its first meeting.
4. The PSC can decide to set up task forces in order to support the work of the PSC and facilitate the implementation of the project.
5. The PSC shall be in charge of deciding on a set of rules regarding Intellectual Property Rights (IPR).

Article 7 Co-operation with third parties

1. In case a party to this agreement cooperates with third parties including external service providers to implement the project, it shall remain solely responsible concerning compliance with its

obligations as set out in this agreement. The LP shall be informed by any PP about the subject and party of any contract concluded with such third party.

2. No party to this agreement is entitled to assign its rights and obligations under this agreement without the prior consent of the other parties to this agreement and the approval of the IB.SH (cf. Article 10 of the subsidy contract).
3. Co-operation with third parties including external service providers shall be undertaken in accordance with the public procurement procedures and State aid rules determined in the programme, the Programme Manuals and in national and EU legislation.

Article 8

Detailed work plan and quality criteria

1. Based on the work plan included in the latest project data, the LP and the PPs have developed a detailed work plan, including the operational structure and responsibility for the different work packages and their administration, as well as containing a numbered list of specific activities with a detailed description and timeframe for each individual partner activity that shall be realised in the framework of the project. The detailed work plan shows how the planned activities lead to the production of outputs and to the achievement of results as listed in the latest version of the project data. The detailed work plan is attached to this agreement as **Annex II**. The project implementation plan is attached to this agreement as **Annex IV**.
2. By the attached detailed work plan, each activity to be realised in the framework of the project is assigned either to the LP or to one of the PPs. The LP and the PPs adhere to this plan.
3. During the first six months of the project implementation, the LP and the PPs shall set up quality criteria for the main outputs in line with the requirements of the Programme Manuals. These criteria have to be presented to the IB.SH together with the first progress report and shall become an integral part of the detailed work plan. The LP and all PPs are aware that the IB.SH will check the quality of main outputs against these criteria. In case of non-fulfilment of the criteria the IB.SH is entitled to terminate the subsidy contract and demand repayment in accordance with Article 8(1)(c) of the subsidy contract.
4. Any request for an amendment of the detailed work plan shall be agreed by the LP and the PPs. The PPs shall inform the LP immediately in case any need for an amendment occurs. The rules on changes in the approved project set-up as determined in the Programme Manuals and in the subsidy contract will be observed by the partnership.
5. Each PP shall inform the LP immediately about any factors that could lead to any deviation in the detailed work plan, especially those that could cause temporary or final discontinuation of the project.

Article 9
Detailed project budget, LPs and PPs contributions

1. The PPs accept the detailed project budget determined in the latest project data, as well as the amount and composition of the earmarked co-financing (approved grant) awarded to the LP as defined in the subsidy contract (cf. Article 2(1) and (2) thereof). Each PP commits itself to providing its individual contribution to the total project budget.
2. The detailed project budget in the latest project data provides detailed financial data for the LP and each PP per budget line (hereinafter referred to as **BL**). Furthermore, it specifies the LP's and each PP's co-financing rates and their detailed budgets for BL4 'External expertise and services', BL5 'Equipment', BL6 'Infrastructure and works' and BL7 'Expenditure for project specific activities'.
3. The amounts of co-financing defined in the project data are considered as maximum provisional amounts. The programme co-financing will be paid by the LP to the PPs on the basis of the reported eligible expenditure only.
4. Disbursement of co-financing shall be made by the LP subject to the condition that the IB.SH makes the funds available to the extent specified in the project data. If the IB.SH does not make the funds available to the extent specified in the project data, any claim by a PP against the LP for whatever reason is excluded.
5. The PPs shall inform the LP immediately when any need for an amendment of the project budget occurs. Any request for amendment of the project budget as laid down in the project data submitted by the LP to the IB.SH, shall be authorised by the PPs beforehand. The rules on changes in the approved project set-up as determined in the Programme Manuals and in the subsidy contract will be observed by the partnership.

Article 10
Detailed spending plan

1. Based on the spending plan for project expenditure included in the latest project data and corresponding to the detailed work plan referred to in Article 8 of this agreement, the LP and the PPs have agreed on a detailed spending plan which is attached to this agreement as **Annex III**. It provides six-monthly spending targets at the level of all parties to this agreement.
2. All PPs declare that they will request payments according to the timeframe established in Article 11 of this agreement and at least to the extent defined in the spending plan (Annex III). Payments not requested in time and in full as indicated in the spending plan may be lost. Moreover the maximum amount of ERDF co-financing approved might be reduced, if the amounts of actual payment requests are less than the expected payment requests. Further details on financial planning and de-commitment are provided in the Programme Manuals.

3. A separate document will be made and agreed bilaterally between the LP and each PP, with a more detailed description of the work to be performed by the respective PP in relation to the detailed spending plan. Such work description must be finalised before the first payment is made by LP to the respective PP.

Article 11
Request for payments, reporting

1. The PP is aware, that expenditures incurred as a result of implementation of project activities are reimbursed retrospectively. No advance payment can be made by the IB.SH to the account of the LP. Therefore each PP shall apply relevant measures to maintain sufficient level of financial liquidity to cover the project related expenditures.
2. The PPs are entitled to request payments by providing proof of progress in the implementation of their activities as described in the latest approved version of the detailed work plan (Annex II). The PP shall present to the LP partner progress reports by using special forms provided by the LP consisting of an activity report and a validated financial report.
3. Partner progress reports must be validated by the first level controller of the PP as defined in the Programme Manuals before their submission to the LP.
4. The PPs must observe detailed instructions for submission of the partner progress reports as laid down in the partner reporting forms and the Programme Manuals. In order to enable the LP to meet the deadlines for submission of progress reports according to Article 4 of the subsidy contract, the following dates of submission apply for each PP:

Partner progress report	Reporting period		Deadline for submission
	Start date	End date	
1	20/11/2015	31/08/2016	01/11/2016
2	01/09/2016	28/02/2017	01/05/2017
3	01/03/2017	31/08/2017	01/11/2017
4	01/09/2017	28/02/2018	01/05/2018
5	01/03/2018	31/08/2018	01/11/2018
6	01/09/2018	28/02/2019	01/05/2019

The PPs are also aware of the time limits concerning a request for postponement of a deadline for submission of a progress report and the right of the IB.SH to consider consequences in case a progress report is delayed (cf. Article 4 of the subsidy contract).

Any postponement of a deadline for submission of a partner progress report must be approved by the LP beforehand.

5. In case a PP ascertains that it will be behind schedule with its contribution to the progress report as defined in Article 4 of the subsidy contract, the PP shall immediately inform the LP; such an information must not be submitted later than the actual deadline for submission of the given partner progress report. The PP concerned and the LP, supported by the other parties to this agreement, shall make any effort to jointly sort out the problem causative for the default. If necessary, the LP shall submit a request for postponement of the deadline for submission of the progress report to the IB.SH in accordance with Article 4 of the subsidy contract.
6. In case a PP does not comply with the requirement to inform the LP, does not sort out any problem causative for the default, is responsible for not meeting a deadline for a request for postponement according to Article 4 of the subsidy contract, or such a request is not approved by the IB.SH, the LP shall be entitled to exclude the partner progress report (activity report and financial report) in the relevant reporting period from the progress report the LP is obliged to submit to the IB.SH according the subsidy contract.
7. In order to proceed with the analysis of progress and final reports, each PP must provide additional information if the LP or the IB.SH deem that necessary. Additional information requested by the IB.SH shall be collected and sent by the LP within the time frame demanded by the IB.SH.
8. Similar to the right of the IB.SH as laid down in Article 4(5) of the subsidy contract, the LP reserves the right not to accept – in part or in full – expenditure validated by PPs' first level controllers if - due to the results of the LP's own checks and/or controls or audits performed by another authority (e.g. the first level controller of the LP) – the validation or the facts stated therein prove to be incorrect or if the underlying activities are not in line with the legal framework as set out in Article 1 of the subsidy contract. In such a case, the LP will either reduce the requested payment, demand repayment of funds already paid out unduly or set them off against the next payment request submitted by the PP, if possible and in accordance with Article 132 of Regulation (EU) No 1303/2013.
9. The co-financing awarded by the subsidy contract and paid to the account of the LP following its request for payment according to Article 4 of the subsidy contract, shall be redistributed between the relevant PPs to accounts indicated by the PPs. No deduction, retention or further specific charges which would reduce the amount of a share claimed by a PP in accordance with these rules shall be made by the LP. Any exchange rate risk shall be borne by the respective PP.

Article 12 **Liability**

1. Within the partnership, each party to this agreement shall hold harmless the other parties and indemnify them from liabilities, damages and costs resulting from the non-compliance of its individual duties and obligations as set forth in this agreement and its annexes.

2. The LP and each PP is solely liable for the statements/commitments made in its partner declaration which is attached to the latest project data.
3. No party to this agreement shall be held liable for not complying with obligations ensuing from this agreement and its annexes in case of force majeure. In such a case, the party concerned must announce this immediately in writing to the other parties to this agreement.

Article 13
Non-fulfilment of obligations

1. In case a PP repeatedly does not fulfil its obligations stipulated in the subsidy contract, this agreement and the respective annexes, the LP may decide to exclude the PP from the project, with approval of the Monitoring Committee of Interreg Baltic Sea Region. The LP shall without delay inform the IB.SH of such decision. In case the exclusion is approved by the Monitoring Committee of Interreg Baltic Sea Region, the PP is obliged to refund to the LP any programme funds received by the day of exclusion for which it cannot prove that they were used for the implementation of the project according to the rules of eligibility of expenditure.
2. In case of non-fulfilment of obligations of a PP having financial consequences for the funding of the project as a whole, the LP may demand compensation to cover the sum involved.

Article 14
Recovery of amounts unduly paid

1. In case the IB.SH demands, in full or in part, repayment of the co-financing already paid to the LP in accordance with the provisions of the subsidy contract, every PP is obliged to transfer its portion of any amount unduly paid to the LP in compliance with Article 27(2) of Regulation (EU) No 1299/2013. The LP shall without delay inform the PPs by forwarding a copy of the letter by which the IB.SH has asserted the repayment claim (cf. Article 8(2) of the subsidy contract). Moreover, the LP shall notify each PP in writing of the amount repayable to the account of the LP. Alternatively and where applicable, the repayment amount will be offset against the next payment by the IB.SH to the LP or remaining payments can be suspended (cf. Article 8(4) of the subsidy contract).
2. Taking into account the due date stated in the letter of the IB.SH as referred to in Article 8(2) of the subsidy contract, repayment by the PPs to the LP is due within two weeks following the date of the letter by which the LP asks the PPs for repayment to its account. Any delay in effecting repayment shall give the LP rise to interest on account of late payment, starting on the due date and ending on the value day of actual repayment to the accounts of the LP. In accordance with Article 8(2), last sentence, of the subsidy contract, the interest rate shall be one-and-a-half percentage points above the rate applied by the European Central Bank in its main refinancing operations on the first working day of the month in which repayment by the PPs to the LP is due. Financial charges incurred by the repayment of undue amounts shall be borne entirely by the concerned PPs.

3. If the LP does not succeed in securing repayment from a PP, it shall inform the IB.SH. In case of Article 27(3) sentence 1 of Regulation (EU) No 1299/2013 the LP shall be entitled to transfer its right to demand repayment from the PP to the Member State or third country on whose territory the PP is located.

Article 15

Withdrawal from the partnership

1. The LP and each PP agree not to withdraw from the project unless there are unavoidable reasons for it. If this were nonetheless to happen the LP and the remaining PPs shall endeavour to cover the contribution of the withdrawing PP either by directly assuming its tasks or by asking one or more new third organisations to join the partnership.
2. The parties to this agreement are aware that the IB.SH is entitled to terminate the subsidy contract if the number of PPs falls below the minimum number of partners that is set in the Programme Manuals (cf. Art. 8(1)(b) of the subsidy contract).
3. In case of change in the partnership, the parties to this agreement will adhere to the provisions on changes in the approved project set-up as determined in the Programme Manuals.

Article 16

Applicable law

Without prejudice to both the applicable European law and Article 12(1) of the subsidy contract, this agreement shall be governed by Swedish law (without reference to its conflicts of laws principles), being the law of the country of the LP.

Article 17

Dispute settlement

1. The LP and the PPs sign this agreement with the intention to cooperate amicably. Should a dispute arise between the LP and the PPs or between the PPs, the parties concerned will endeavour to work towards a mutually acceptable settlement.
2. If efforts to achieve an amicable settlement should fail, the following shall apply. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.
3. The Rules for Expedited Arbitrations shall apply, unless the SCC, taking into account the complexity of the case, the amount in dispute and other circumstances, determines that the Arbitration Rules

of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC shall also decide whether the tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.

Article 18

Working language, communication, publicity

1. The working language of the project shall be English.
2. Accordingly any written communication between the LP and the PPs related to this agreement and the implementation of the project shall be in English and state the number and title/acronym of the project.
3. Each PP undertakes to inform the public about the assistance obtained from the Programme. Any piece of information, publication, audiovisual material and marketing product by the PPs, including those provided at events, must specify that the project was co-financed from funds of the Programme, in compliance with the requirements set in Commission Implementing Regulation (EU) No 821/2014 (in particular Articles 3 to 5 thereof), Regulation (EU) No 1303/2013 of the European Parliament and of the Council (in particular Annex XII, section 2.2 thereof) as well as in the Programme Manuals.
4. By signing this agreement, each PP confirms that the IB.SH is authorised to publish information about the project as defined in Article 7(3) of the subsidy contract.
5. Upon request of the LP, each PP shall contribute to the communication activities of the programme in accordance with Article 7(4) of the subsidy contract. Among others, each PP undertakes to send at least one copy of any publication and marketing product produced by the PP to the LP. The PP furthermore authorises the LP and the IB.SH to use this material to showcase how the co-financing is used.
6. In accordance with Article 7(5) of the subsidy contract, each PP takes full responsibility for the content of any piece of information, publication, audio-visual material and marketing product provided to the LP which has been developed by the PP or third parties on behalf of the PP. The PP is liable in case a third party claims compensation for damages (e.g. because of an infringement of a copyright). The PP will indemnify the LP in case the LP suffers any damage because of the content of the said material.

Article 19

Confidentiality requirements

1. The LP and the PPs agree that any information that they will obtain during the execution of this agreement or exchange with the Monitoring Committee, the IB.SH or other bodies involved in the

implementation of the Cooperation Programme or the implementation of the project, is confidential, provided that a party to this agreement or one of the bodies mentioned above explicitly requests such. The same applies, without any such request, to all information or documentation marked with “confidential”.

2. The LP and the PPs commit to ensuring that all staff members involved in the implementation of the project respect the confidential nature of information, and do not disseminate it, pass it on to third parties or use it without prior written consent of the institution that provided the information.
3. This confidentiality clause shall remain in force for 5 years following the termination of this agreement.
4. The abovementioned rules on confidentiality shall not affect LPs and the PPs’ obligation to make all outputs and results of the project available to the public and to secure public access to the project results (cf. Article 18 of this agreement). They shall also not affect the obligations stipulated in Article 9 of the subsidy contract.
5. This confidentiality clause does not impose any obligation on the LP or PPs to keep information confidential if:
 - a. the information was already known to the recipient party or otherwise was or becomes publically available; or
 - b. the recipient party is obliged to disclose the information according to law or ordered to do so by a court.
6. If any party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and consider the Disclosing Party’s reasonable instructions to protect the confidentiality of the information.

Article 20 **Concluding provisions**

1. This agreement is concluded in English. In case of translation of this document and its annexes into another language, the English version shall be the binding one.
2. If any provision in this agreement should be wholly or partly ineffective, the remaining provisions remain binding for the parties. 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. Amendments and supplements to this agreement and/or to its annexes must be set out in writing in an addendum and signed by the LP and the PPs. The LP and the PPs shall observe the rules of the Programme Manuals.
4. 18 executed copies of this agreement shall be made and two executed copies shall be signed by the LP and each PP. Each party shall keep one copy. The same rules shall apply to any amendments or supplements to this agreement that may be made.

Annexes

- I. Subsidy contract for the implementation of the project #R010, Innovative management solutions for minimizing emissions of hazardous substances from urban areas in the Baltic Sea Region (NonHazCity) of Interreg Baltic Sea Region (2014-2020) including its addenda
- II. Detailed work plan, according to Article 8, in its latest version
- III. Detailed spending plan, according to Article 10, in its latest version
- IV. Project implementation plan, according to Article 8, in its latest version

For the lead partner = project partner no° 1:

Gunnar Söderholm

Name

Name

DIRECTOR

Title

Title

Signature and stamp

Signature and stamp

Stockholm, 2016-06-02

Place, date

Place, date



CITY OF STOCKHOLM
ENVIRONMENT AND
HEALTH ADMINISTRATION

For the project partner no° 2:

Bo Dahllöf

Name

Chief Executive

Title

Bo Dahllöf

Signature and stamp (if available)

Västerås, 2016-06-08

Place, date

Name

Title

Signature and stamp (if available)

Place, date

VÄSTERÅS STAD
Stadsledningskontoret



For the project partner no° 3:

Willem Goedkoop

Name

Head of Dept.

Title

#R010NonHazCity

[Signature]

Signature and stamp (if available)

Uppsala,

30/5 2016

Place, date

Name

Title

Signature and stamp (if available)

Place, date



Sveriges lantbruksuniversitet
Institutionen för vatten och miljö

For the project partner no° 4:

Vesa Taatila

Name

Name

Rector

Title

Title


Signature and stamp (if available)

Signature and stamp (if available)

Turku, 27.05.2016

Place, date

Place, date



For the project partner no° 5:

Romek Kosenkranius

Name

Name

Mayor

Title

Title


Signature and stamp (if available)

Signature and stamp (if available)

Pärnu,

27.05.2016

Place, date

Place, date



For the project partner no° 6:

Leho Võrk

Name

Board member

Title



Signature and stamp (if available)

Pärnu, 27 05 2016

Place, date

Name

Title

Signature and stamp (if available)

Place, date



For the project partner no° 7:

Kai Klein

Name

Name

Member of the Board

Title

Title

Signature and stamp (if available)

Signature and stamp (if available)

Tallinn,

26.05.2016

Place, date

Place, date



For the project partner no° 8:

Anatolijs Aleksejenko

Name

Name

Director of the Riga City Department of
Environment and Housing

Title

Title

Signature and stamp (if available)

Signature and stamp (if available)

Riga,

Place, date

31.05.2016.

Place, date



Rīgas domes
Mājokļu un vides departamenta
Finanšu un saimnieciskās pārvaldes
Finanšu plānošanas un iepirkumu nodaļas
Iepirkumu sektora vadītājas

Larisa Ābelīte

31.05.2016

ASKOLDS KĻAVIŅŠ
Rīgas domes
Mājokļu un vides departamenta
Vides pārvaldes priekšnieks,
departamenta direktora vietnieks

31.05.16

Jānis Švinskis
Rīgas domes Mājokļu un vides departamenta
Vides pārvaldes
Gaisa un ūdens aizsardzības nodaļas
galvenais speciālists

31.05.2016.

For the project partner no° 9:

Kristīna Veidemane

Name

Name

Chairperson of the Board

Title

Title


Signature and stamp (if available)

Signature and stamp (if available)

Rīga, 25.05. 2016

Place, date

Place, date



For the project partner no° 10:

Bernard Lammek

Name

Name

Rector of Gdańsk University

Title

REKTOR

Title


prof. dr hab. Bernard Lammek

Signature and stamp (if available)

Signature and stamp (if available)

Gdańsk 10. 06. 2016

Place, date

Place, date

 **UNIWERSYTET GDAŃSKI**
ul. Jana Bażyńskiego 8, 80-309 Gdańsk
NIP 594-020-32-39 REGON 000001330

 **UNIVERSITY OF GDAŃSK**
8 Jana Bażyńskiego Street
80-309 Gdańsk
POLAND

For the project partner no° 11:

Paweł Adamowicz

Name

Name

Mayor

Title

Title

Signature and stamp (if available)

Signature and stamp (if available)

Gdańsk,

Place, date

08.08.2016

Place, date

PREZYDENT MIASTA GDAŃSKA

P. Adamowicz

Paweł Adamowicz



 URZĄD MIEJSKI W GDAŃSKU
WYDZIAŁ ŚRODOWISKA
ul. Nowe Ogrody 8/12
80-803 Gdańsk
(6)

For the project partner no° 12:

Jacek Skarbek

Name

Name

President of the Management Board

Title Prezes Zarządu

Title

 Signature and stamp (if available)

Signature and stamp (if available)

Gdańsk 30/05/2016

Place, date

Place, date

For the project partner no° 13:

Žymantas Morkvėnas

Name

Name

Director

Title

Title

Signature and stamp (if available)

Signature and stamp (if available)

Vilnius

Place, date

Place, date



2016-05-26
Vilnius

For the project partner no° 14:

Andrius Kairys

Name

Name

Director

Title

Title

Signature and stamp (if available)

Signature and stamp (if available)

Klaipeda,

Place, date

2016 -05- 2 6

Place, date

For the project partner no° 15:

Werner Piper

Name

Managing Director

Title

Signature and stamp (if available)

Neu Broderstorf,

Place, date

Name

 IfAÖ

Title

Institut für Angewandte
Ökosystemforschung GmbH

Signature and stamp (if available)

Telefon +49 38204 618-0
Telefax +49 38204 618-10

Place, date

For the project partner no° 16:

Matthias Grätz

Name

Name

Member of the Board

Title

Title

Signature and stamp (if available)

Signature and stamp (if available)

Hamburg, 27.05.2016

Place, date

Place, date



For the project partner no° 17:

Ričardas Pudžėvelis

Name

Name

Administration Director

Title

Title

 

Signature and stamp (if available)

Signature and stamp (if available)

Kaunas,

26. 05. 2016

Place, date

Place, date

For the project partner no° 18:

Raimundas Vaitiekus

Name

Name

Administration Director

Title

Title

Signature and stamp (if available)

Signature and stamp (if available)

Šilalė, 2016 m. 05. 26

Place, date

Place, date