

URBACT



Co-funded by
the European Union
Interreg

**The URBACT IV
Programme**

2021 - 2027

**JOINT CONVENTION
GUIDE**

**JOINT CONVENTION BETWEEN LEAD PARTNER
AND PROJECT PARTNERS FOR THE URBACT IV
OPERATIONAL PROGRAMME**

NETWORK ACRONYM: **U.R.IMPACT**

NETWORK TITLE: **U.R.IMPACT. Prioritizing social impact in urban
regeneration**

LEAD PARTNER: **CINISELLO BALSAMO**

Preamble

Having regard to:
Article 26 (1) a of Regulation (EU) 2021/1059;

The following agreement shall be made between:

LEAD PARTNER

CINISELLO BALSAMO MUNICIPALITY

Vicolo del Gallo, 10

20092 Cinisello Balsamo (Italy)

Represented by:

Massimo Capano

Barbara Dal Piaz

Marica Gagliardi

Paola Cinquanta

PROJECT PARTNERS

1. BIELSKO-BIAŁA MUNICIPALITY

pl. Ratuszowy 1

43-300 Bielsko-Biała

Represented by:

Piotr Kucia - Deputy Mayor

2. BROUMOV MUNICIPALITY

tř. Masarykova 239

550 01 Broumov, Czech Republic

Represented by:

Arnold Vodochodský - Mayor of the city

Pavla Jenková - project coordinator

3. TARGU FRUMOS MUNICIPALITY

Romania, Iasi County, Targu Frumos City, 67 Cuza Voda Street

Represented by:

Vatamanu Ionel - Mayor

Udisteanu Marius - City Manager

4. MERTOLA MUNICIPALITY

Câmara Municipal de Mértola

Praça Luís de Camões

7750-329 Mértola, Portugal

Represented by:

Mário José Santos Tomé - Mayor

5. MURCIA MUNICIPALITY

Glorieta de España 1, 30004, Murcia, España

Represented by:

José Francisco Ballesta Germán, Mayor of Murcia

6. HANNUT MUNICIPALITY

Rue de Landen 23 4280 Hannut - Belgium

Represented by:

Emmanuel Douette

Amélie Debroux

7. LONGFORD MUNICIPALITY

[Address]

Represented by:

[At least one person]

8. BOVEC MUNICIPALITY

Trg golobarskih žrtev 8, 5230 Bovec

Slovenia

Represented by:
Valter Mlekuž, Mayor

9. KAMZA MUNICIPALITY

[Address]

Represented by:

[At least one person]

for the implementation of the URBACT IV Action Planning Network
U.R.IMPACT. Prioritizing social impact in urban regeneration,
hereinafter referred to as 'the Project', which has been approved by the
Monitoring Committee on 31st May 2023.

Abbreviations

Programme – URBACT
ERDF – European Regional Development Fund
EU – European Union
IPA – Instrument for Pre-Accession
LP - Lead Partner
PP - Project Partner (PPs – Project Partners)
MA – Managing Authority
JS – Joint Secretariat
EC – European Commission

Articles

§ 1 Legal Framework

1.1 The following legal provisions and document constitute the contractual basis of this partnership agreement and the legal framework for the implementation of the project **U.R.IMPACT. Prioritizing social impact in urban regeneration**:

- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, as further specified below;
 - The Interreg Programme URBACT, approved by the European Commission on 19/09/2022 (Decision No. 2021TC16FFIR001) setting the programme (hereinafter referred to as URBACT programme);
 - The laws of the PP's countries applicable to this contractual relationship;
- 1.2 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);

For IPA programmes :

- Regulation No 2021/947 of the European Parliament and of the Council of 9 June 2021, establishing the Neighbourhood, Development and International Cooperation Instrument – Global Europe, amending and repealing Decision No 466/ 2014/EU and repealing Regulation (EU) 2017/ 1601 and Council Regulation (EC; Euratom) No 480/2009;

- Regulation (EU) No 2021/1529 of the European Parliament and of the Council of 15 September 2021, establishing the instrument for Pre-Accession assistance (IPA III), hereinafter referred to as IPA III regulation;
- 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;
- Financing agreements (updated by programmes), including date (for any programme with IPA funds);
- 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 co-financing contract, concluded between the LP of the project and the MA;
- All manuals, guidelines and any other documents relevant for project implementation (e.g., Programme Manual, Urbact IV Cooperation Programme, Guidance Notes) in their latest version, as published on the programme website or handed over to the LP directly during the project implementation.

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.

§ 2 Definitions

For the purposes of this partnership agreement, the following definitions apply:

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

c. Project data: data comprising but not limited to latest project documentation such as application form and all project information available in the electronic system.

§ 3 Subject of the Joint Convention

This partnership agreement lays down the arrangements regulating the relations between the LP and all the PPs, in order to ensure sound implementation of the project as in the latest version of the project data, 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 implementation manual based thereon, and the co-financing contract signed between the MA and the LP.

§ 4 Duration of the Joint Convention

This agreement will enter into force retrospectively from the start date of the project as indicated in the approved Application Form. It shall remain in force until the Lead Partner has discharged in full his obligations toward the Managing Authority and any relevant European body.

§ 5 Duties, obligations and responsibilities of the partners

The Lead Partner and Project Partners commit to do everything in their power to foster the implementation of the Project as defined in the approved application form. They shall agree to the terms outlined in the Subsidy Contract.

5.1 Lead Partner

The **Lead Partner** represents a key element in the management of the Project. It bears overall financial and legal responsibility and its role is therefore critical to the success of the Project.

The Lead Partner acts as an administrative link between the Project and the Programme, and its tasks are summarised below in accordance to the different phases of a project life:

5.1.1 Project management and implementation

When it comes to general project management and implementation, the Lead Partner's obligations are the following:

- a. To sign all the required contractual agreements with partners and with the Managing Authority concerning the project;

- b. To ensure implementation of the project according to the description in the latest version of the approved Application Form;
- c. To be responsible for the division of tasks among the partners involved in the project;
- d. To ensure the coherence between activities defined in the work programme and the allocated budget;
- e. 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;
- f. To ensure that partners' tasks are fulfilled in compliance with the approved application form;
- g. To request ERDF and IPA and receive payments according to the procedures detailed in the Programme Manual;
- h. To transfer ERDF and follow-up on IPA transfer to the partners in compliance with the reported amounts according to the financial management system set up within 30 days of its receipt;
- i. When funds are incorrectly (or unduly) paid to a project, to repay the irregularly paid amount to the Managing Authority/Secretariat and to recover the amount from a partner responsible, according to the procedures defined in the URBACT IV Operational Programme;

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

- j. To inform the URBACT Secretariat immediately if project costs are reduced, if there is a change in the composition of partnership, in the project objectives, in the work programme or in the budget plan on which this contract is based, or if one of the disbursement conditions ceases to be fulfilled, or if circumstances arise which entitle the Managing Authority to reduce or demand repayment of the subsidy wholly or in part;
- k. To request approval from the Monitoring Committee if there are major changes to the project (partnership, the actions as described in the work programme, the project budget (out of the 20% flexibility rule));
- l. To take part in programme level activities;
- m. To ensure that the URBACT Local Groups are set up by each Project Partner and operating in relationship with the project work activities;
- n. To ensure production and dissemination of project's results and findings within the local authority administration, to the media, to

local relevant stakeholders as well as to the wider community of European urban policy-makers and practitioners;

- o. To appoint a communication officer in charge of communicating to an external audience about the work, outputs and results of the network and its partners, mainly through a network webpage hosted on the URBACT website (ideally with an update every month);
- p. In public statements (reports, publications etc.) to point out that the project was implemented through financial assistance from funds of ERDF and IPA within the framework of URBACT IV Programme. It must be clearly stated that the project has been co-financed by ERDF and IPA through the URBACT IV OP in addition to using the European flag and programme logo and slogan;
- q. To retain at all times, for audit purposes all files, documents and data about the project on customary data storage media in a safe and orderly manner in accordance with the timeframes set out in the EU regulations. Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected;
- r. To comply with the regulations referred to in the preamble to this contract as well as with relevant national legislation.

5.1.2 Project reporting

When it comes to project reporting, the Lead Partner's obligations are the following:

- a. To deliver, within the deadlines set up by the programme, progress reports (activity and financial) and all other required documentation to the Managing Authority/URBACT Secretariat on behalf of the project;
- b. To inform the Managing Authority/URBACT Secretariat through the yearly progress reports on changes in the contact information, the rescheduling of activities and on budget deviations;
- c. To ensure that the partners report expenditure that have been checked and confirmed according to their Member State control requirements.
- d. 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.

5.2 Project Partners

The **Project Partners** and the Lead Partner (in his function as a project partner) shall accept the following duties and obligations:

- a. Appoint a Lead Partner for the parts of the project for which it is responsible and give the Lead Partner the authority to represent the partners in the project;
- b. Implement the part of the project for which it is responsible with respect of the deadlines set by the programme and the Lead Partner according to the descriptions of individual components outlined in the approved application form;
- c. Commit to keeping separate accounts of transactions related to the project implementation including an agreed audit trail;
- d. Notify the Lead Partner immediately of any event that could lead to a temporary or final discontinuation or any other change to the project;
- e. Retain at all times for audit purposes all files, documents and data about the part of the project for which it is responsible on customary data storage media in a safe and orderly manner in accordance with the timeframes set out in the EU regulations. Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected;
- f. Be responsible for their proportion of the budget (including the reclamation of funds by the Monitoring Committee in case of failure) up to the amount as to which the partner participates in the programme;
- g. In case of irregularities in the declared expenditure, to repay the irregularly received ERDF and IPA to the Lead Partner according to the procedures defined in the URBACT IV Operational Programme;
- h. Provide the independent assessors carrying out the URBACT IV programme evaluations any documents necessary to assist with this task;
- i. React promptly to any request by the bodies implementing the URBACT IV Programme;
- j. Comply with EU, national legislation and with relevant rules concerning, inter alia, equal opportunities, protection of the environment, financial management, branding, public procurement and State Aid;
- k. Communicate on the URBACT network: with the URBACT IV logo displayed in every document and output, printed or web;
- l. *take part in the seminar organised by the LP about administrative internal procedures, the online tools and on the communication.*

In addition to this, being a Project Partner in URBACT IV implies a strong commitment with regard to a series of role and tasks. These relate to:

5.2.1 Administrative tasks:

- a. To sign the documents related to the creation and implementation of the project such as the Joint Convention, the letter of commitment etc;
- b. To provide the Lead Partner with the required information for the preparation of the progress reports (activity and financial);
- c. To account in SYNERGIE-CTE the expenditure incurred by the partner's institution in the framework of its participation to the project;
- d. To set up and implement the first level control (certification of the expenditure) and to submit the signed certificate and statement of expenditure to the Lead Partner within the fixed deadlines;

5.2.2 Project implementation:

- a. To contribute to the implementation of the work programme and to the production of expected outputs in compliance with the calendar and methodological framework defined in the approved Application form;
- b. To set up an URBACT Local Group which shall contribute to the project activities and allow for an impact of these activities on local policies, especially through contributing to the production of the Integrated Action Plans;
- c. To actively take part to the exchange and learning activities such as project seminars, site visits, peer reviews, etc., by preparing input, sending delegates who are in a position to contribute to the exchange (both in terms of language skills and content), by ensuring reporting back to the URBACT Local Group, etc.

5.2.3 Lead Partner and Project Partners responsibilities

- a. The Lead Partner is the sole administratively, legally and financially responsible party toward the Managing Authority of the URBACT IV Operational Programme concerning the due implementation of the project and compliance with obligations arising from the approval of the grant.
- b. Each Project Partner is directly and exclusively responsible to the Lead Partner for the due implementation of its respective part of the project and for the proper fulfilment of its duties and obligations as set out in this agreement and its annexes. Each Project Partner remains liable for the sound financial management of its own expenditure.
- c. Each Project Partner, including the Lead Partner (being the organisations, not the individual representatives), shall be liable to the other Project Partner and shall indemnify other partners against any liabilities, damages and costs resulting from the non-compliance of its (and its local partners)

duties and obligations as set out in the work programme of the approved Application form.

- d. The Lead partner shall agree with the remaining partners how the resources made available shall be used. These changes shall be approved through the reprogramming procedure described in factsheet of the UIV 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 report the costs of this partner that are connected to such 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 refuse to report the costs of this PP to the programme, in agreement with the JS/MA.

§ 6 Working languages

The official language of the partnership shall be English as for the URBACT IV Operational Programme. Internal agreements must be made regarding provisions for interpreting between English language and other languages at seminars and workshops if necessary. The URBACT communication language is English. This applies as a general rule to all communication tools/ material.

§ 7 Budgetary principles

7.1 The Lead Partner is the sole responsible party toward the Managing Authority for the budgetary and financial management of the project. It shall be responsible for the realisation and the transfer of the project's payment claims to the Managing Authority/URBACT Secretariat and requests for modification of the budget to the URBACT IV Monitoring Committee.

7.2 The project budget approved by the Monitoring Committee shall determine the sum total of eligible expenditure, as well as its breakdown into the various items of expenditure.

7.3 As indicated in the Terms of References of the call, the passage from Stage 1 to Stage 2 is NOT automatic. No official approval will be needed to proceed into Stage 2 but projects can be stopped if they are considered to be of poor quality. If the network is stopped, the project will be allowed to declare total eligible expenditure incurred during Stage 1. The ERDF and IPA (if needed) co-financing will be calculated applying the Project Partners funding rate to the claimed eligible expenditure.

7.4 The Lead Partner must ensure the correctness of the accounting and financial reports and documents drawn up by the Project Partners. The Lead Partner may request further information, documentation and evidence from the Project Partners to that effect.

7.5 Every Project Partner shall be held responsible for its budget up to the amount as to which it participates in the operation and pledges to release its part of the co-funding.

7.6 Every Project Partner commits to keeping separate accounts solely used for the project or at least a project code to identify cost linked to the project. The official currency of the programme is € and all payment of ERDF and IPA will be made in euro.

7.7 All partners, including the Lead Partner, are obliged to have their accounting certified by a first level controller independent of the project's activities. The signed certificates and statements of expenditure shall be submitted by the Project Partners to the Lead Partner, in accordance with the schedule and requirements stipulated by the Lead Partner. If required by the Lead Partner, these documents shall include copies of all pieces of evidence (invoices, documents related to tender, bank statements, etc).

7.8 The Lead Partner is responsible for sending to the Managing Authority/URBACT Secretariat the project's certificates and statements of expenditure and the payment claim in accordance with the timing and procedures described in the Programme manual. The Lead Partner is also responsible for receiving the ERDF and IPA payment by the Certifying Authority and for refunding in a due time the PP on the basis of their certified expenditure. Refunding of partners will take place within 30 days of receiving ERDF payment by the Certifying Authority.

7.9 In default of evidence or in the event of non-fulfilment of the rules concerning eligibility of expenditure, the Lead Partner shall ask the Project Partners to redraft the submitted financial documents. In case of repeated non-fulfilment, the Lead Partner shall inform the URBACT Secretariat who shall provide its assistance to solve the issue. If necessary, and with the consensus of the URBACT Secretariat, the Lead Partner may be entitled to deny the expenditure declared by a Project Partner. When taking this decision, the Lead Partner is obliged to inform both the Project Partner concerned and the URBACT Secretariat regarding the denial of the expenditure declared and the reasons behind.

7.10 In the event of total or partial incompleteness of the obligations of any of the Project Partners or in the event of material errors in the effective execution of project activities, each cosignatory member of the present Joint Convention undertakes to reimburse the Lead Partner any funds that have been unduly received, within the month following notification.

7.11 Every Project Partner is obliged to promptly inform the Lead Partner and to provide the latter with all the useful details should there be events that could jeopardise the implementation of the project.

7.12 Should one of the Project Partners be in default, the Lead Partner shall require them to comply within a reasonable period of time (one month maximum).

7.13 Should the non-fulfilment of obligations continue, the Lead Partner may decide to debar the Project Partner concerned from the project. The Managing Authority shall be promptly informed of such a decision. The debarred partner is obliged to refund to the Lead Partner any Programme funds received which they cannot prove on the day of debarring that they used for the implementation of the project according to the definition of eligible expenses stated in the Programme rules.

7.14 In cases where the non-fulfilment of a partner's obligations has financial consequences for the funding of the project as a whole, the Lead Partner may demand compensation to cover the sum involved.

7.15 Should the Managing Authority be forced to reduce or discontinue the grant and should this entail full or partial refunding of the URBACT IV Operational Programme funds already transferred, every Project Partner is obliged to refund the funds (by way of the Lead Partner) according to the final financial settlement.

7.16 In order to avoid that in the situation described under Article 6.15 only the Lead Partner has to bring the financial consequences of the budget reduction, the final financial settlement, drawn up on the basis of the final expenditure certificate approved or denied by Managing Authority, shall show, both for the overall project as well as for every partner, the status of the eligible expenses approved by the Monitoring Committee. This determines the amount every partner and the Lead Partner must refund should the Managing Authority claim such funds from the project (by way of the Lead Partner).

§ 8 Financial management system

Lead Partner and Project Partners shall use a decentralised financial management system, as described in the UIV Programme Manual, described also here below.

All partners keep, spend and certify their own costs. Every Project Partner spends and accounts one's own expenditures in SYNERGIE CTE. The First Level Control on the expenditure shall be done at the level of each partner.

In particular, the Lead Partner shall ensure that each partner:

- spends, accounts and certifies its own contribution in compliance with the national and EU regulations and respecting the Programme internal rules;
- spends, accounts and certifies its own contribution according to the project's payment forecast;
- provides the Lead Partner with the certificate and statement of expenditures signed by the appointed First Level Controllers during each reporting period;
- Ensures that the expenditure accounted and certified by the partners is entered into the correct budget categories without exceeding the maximum available amount (keeping in mind the flexibility of 20% between budget categories and between partners' budgets).

During the project life, there could be the need to be flexible with the project financial tables.

The budget flexibility rule allows the project to spend the available budget with a flexibility of up to 20% of the amount approved for each budget category and each partner's budget, whenever it is needed (not only once) as long as the maximum amount of ERDF and IPA funding awarded remains the same.

Under the budget flexibility rule it is impossible to make changes to the project total budget. Detailed information about the flexibility rule allows are provided in the UIV Programme Manual - Book One - section C.3.2 Monitoring Finances and budget - Budget Flexibility.

§ 9 Modification to Work Programme and budget reallocation

9.1 According to the subsidy contract, the Lead Partner shall be obliged to request approval from the Managing Authority if the partnership, the activities or the budget of the project change. The URBACT Secretariat is responsible for the practical administration of changes within the running operations.

9.2 All minor changes (e.g. change in contact information, rescheduling of activities, small budget deviation) shall be reported to the URBACT Secretariat through the progress report.

9.3 Any major changes related to partnership (e.g. drop out or replacement of partners, etc.), to activities (e.g. extension of duration, change on the work programme, etc.) and to budget should as much as possible be avoided. However, when duly justified, these changes may be approved by the Monitoring Committee through a reprogramming procedure as described in the Programme manual.

9.4 As a basic rule, Lead Partner should inform the URBACT Secretariat as soon as they are aware of a possible major change in their project.

9.5 Before applying for a financial reallocation from one budget line to another, a change in the work programme, or any other major change in the framework of a reprogramming procedure, the Lead Partner shall obtain the approval of its Project Partners.

9.6 Any request for amendments to the project presented by the Lead Partner to the Monitoring Committee shall be authorised by the Project Partners beforehand.

§ 10 Progress Reports

10.1 Every Project Partner commits to provide the Lead Partner with the information needed to draw up progress reports (activity and financial), payment claims and other specific documents as required by the Monitoring Committee and Managing Authority. The Lead Partner must send to the Managing Authority the progress report, certificates and statements of expenditure of all partners and a global project payment claim within 3 months after the end of the yearly reporting periods. *For this purpose, each partner commits to submit to the Lead Partner its certificates and statements of expenditure and the information needed to draw up*

progress reports within 2 months after the end of the yearly reporting periods. In order to ensure the accuracy of the provided documents and information, the Lead Partner shall make comments to the partners within 30 days after reception of the documents.

10.2 If required by Project Partners, the Lead Partner shall make available to Project Partners copies of progress reports, payment claims and other specific reports submitted to the Managing Authority.

10.3 The Lead Partner can require every Project Partner to provide additional information necessary or appropriate to draw up a report or to comply with a Monitoring Committee request for information or a request for information from any other authorised body.

10.4 The Lead Partner shall keep the Project Partners informed on a regular basis about all relevant communication between the Lead Partner and the Managing Authority/URBACT Secretariat, the Monitoring Committee and the Certifying Authority.

10.5 The reporting procedure shall be done according to the information provided in the Programme manual.

10.6 The first reporting period deadline for submission is 31 March 2024 (3 months after the end of Stage 1);

The second reporting period deadline for submission is 31 March 2025 (3 months after the end of Stage 2);

The third reporting period deadline for submission is 31 March 2026 (3 months after the end of Stage 4).

§ 11 Verification and Record Keeping

11.1 Every Project Partner is obliged to keep the documents required for the verification of the implementation of the project and eligible expenses and to make them available for control to the competent bodies and institutions.

11.2 The Lead Partner as well as every Project Partner shall be, individually, obliged to keep and file all accounting documents and other documents on customary data storage media according to the rules outlined in the URBACT IV Operational Programme.

11.3 The national rules concerning the verification or the keeping of documents may vary and the stricter rules apply.

11.4 Both LP and 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, 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

§ 12 Information and Publicity Measures

12.1 The LP and the PPs must comply with the EU publicity rules as well as the communication requirements outlined in the programme manual ("Communication at network level"), and provide any material developed during the lifetime of the project that may be useful to publications at the programme level. Amongst others, these rules include the use of the URBACT IV logo in every document and output, printed or web; the display of an A3 poster presenting the network, URBACT IV logo and EU finance in the premises of each partner; and a news about the URBACT network on the institutional website of each partner.

12.2 The URBACT website is the main internet tool to communicate on the network and to regularly update the space dedicated to the project (ideally every month).

12.3 Any notice or publication by the project, including at a conference or a seminar, must specify that the network has received a subsidy from the ERDF and IPA funds, and that it has been funded in the framework of the URBACT IV Operational Programme. The use of the URBACT IV logo shall be obligatory on all communication materials and tools produced within the framework of the co-financed networks. It is also necessary to indicate on all documents/products/reports that the project has been co-financed by ERDF and IPA through the URBACT IV Operational Programme in addition to using the URBACT IV logo.

12.4 The partners agree that the Managing Authority/URBACT Secretariat shall be authorised in the framework of the URBACT IV Operational Programme to publish, in whatever form and on or by whatever medium, mainly on the URBACT website and a closed online coordination platform, the following information:

- the name of the Lead Partner and its partners,
- the purpose of the subsidy,
- the amount granted and the proportion of the total cost of the project accounted for by the funding,
- the geographical location of the project,
- progress reports including the final report and all final outputs,
- whether and how the project has previously been publicised.

12.5 The LP and PPs ensure that any outcome and result produced during project implementation can be used by all interested parties and organisations, and are in the public interest and publicly available. 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.

§ 13 Co-operation with third parties

13.1 In the event of co-operation with third parties (public or private bodies), of delegation of part of the activities or of outsourcing, the Project Partners shall remain the sole responsible parties to the Lead Partner and through the latter to the Managing Authority, concerning compliance with their obligations by virtue of the conditions set forth in this agreement.

13.2 The Project Partners can, should they deem it necessary or sensible, notify their local partners of this agreement.

13.3 No partner shall have the right to transfer his rights and obligations under the terms of this protocol without the prior consent of the other partners.

13.4 Should a PP not comply with its obligations, this PP must be solely responsible for damages and costs resulting from this non-compliance.

§ 14 Confidentiality

14.1 Although the nature of the implementation of this project is public, it has been agreed that part of the information exchanged in the context of its implementation between the Project Partners themselves or with the Monitoring Committee, can be confidential. Only documents and other elements explicitly provided with the statement "confidential" shall be regarded as such.

14.2 This mainly concerns studies that have been made available to one of the parties in the context of the project concerning methods, know how, files or any other type of document labelled confidential. This information can only be used by the partners according to the provisions of this agreement.

14.3 The Project Partners commit to taking measures so that all staff members carrying out the work 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 Lead Partner and the partner institution that provided the information.

14.4 The Project Partners commit to taking the same measures to maintain the confidential nature of the information, as they would do should it concern their own confidential information.

14.5 The information below is not covered by the confidentiality clause:

- information that is publicly disseminated without the publication being caused by default on the part of one of the PP concerning his obligation to observe confidentiality;
- information which, with all appropriate means, the disseminating partner can prove that it possessed prior to the project.

14.6 This confidentiality clause shall remain in force for two years following the termination of this agreement.

§ 15 Results of joint activities

15.1 The result of the joint activities covered by the agreement concerning reports, documents, studies, electronic data and other products, be they disseminated free of charge or commercially, are the joint property of the partners but remain freely available for Programme use.

15.2 The Project Partners dispose of the property in accordance with rules mutually agreed upon, based on the prevailing rules of co-authorship.

15.3 The Project Partners explicitly commit themselves, and without a time limit, to state that the implementation has taken place with the co-operation of the URBACT IV Operational Programme.

§ 16 Amendment of this partnership agreement

16.1 This agreement shall only be amended by means of an annex to that effect signed by all parties involved.

16.2 Modifications to the project (time schedule, budget) that have been approved by the Monitoring Committee can be carried out without amending this agreement.

16.3 Modifications to the official programme documents this agreement refers to (e.g. Operational Programme, Programme manual, etc.), if approved by the Monitoring Committee and, when relevant, by the European Commission, automatically apply to this agreement without amending it.

§ 17 Legal succession

17.1 The Lead Partner is allowed to assign its duties and rights under this contract only after prior written consent of the Managing Authority and the Monitoring Committee.

17.2 In cases of legal succession (e.g. where the Lead Partner changes its legal form), the Lead Partner is obliged to transfer all duties under this contract to the legal successor. The Lead Partner shall notify the Managing Authority about any change beforehand.

§ 18 Translation languages

This agreement and its annexes shall be provided in English. In case of translation of this document into another language, the English version shall be the binding one.

§ 19 Modifications, withdrawal from obligations

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 partnership may decide as a last resort to remove this PP from the project and request modifications as outlined in the programme manual.

The LP can, if necessary, request modifications of the project data to the JS/ MA or other relevant programme body. Any modifications requested, including budget, partnership and operational changes, must be agreed and authorised by the PPs beforehand, according to pre-agreed rules of procedure or other decision-making mechanism established in the partnership.

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

§ 20 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 strive to be resolved amicably. Should this not be possible, the law of the country of the LP shall apply.

In case of amicable resolution of disputes in the partnership, the JS/ MA may act as mediator.

§ 21 Termination

The partnership agreement must be terminated as a consequence of termination of the co-financing contract.

Following termination of the partnership agreement, the LP and PPs are still obliged to comply with all the requirements after closure, such as recoveries or document retention for audit and evaluation purposes.

Final Provisions

1. The European Commission's guidelines and the distributed financial and legal obligations are considered to be integral part of this contract between the Lead Partner and the Project Partners.

2. Should conflicting clauses or interpretation thereof between this agreement and the co-financing contract arise, the co-financing contract takes precedence.

3. The number of copies equals the number of signatories to the agreement. Every signatory institution shall declare to have received a copy hereof.

Drawn up at [place] Date [date]

Signatures

Lead Partner CINISELLO BALSAMO

Local co-financing (in €): 70.087,50

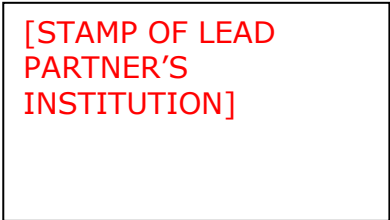
ERDF contribution (in €): 130.162,50

Signature:

Name of the signatory person¹: **MASSIMO CAPANO.**

Position of the signatory person: **HEAD OF EUROPEAN PROJECTS DEPARTMENT.**

Date:



¹ The signing person of the Lead Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.

Signatures

Partner 1 BIELSKO-BIAŁA

Local co-financing (in €): 14.260,00

ERDF contribution (in €): 57.040,01

Signature:

Name of the signatory person²: **Piotr Kucia**

Position of the signatory person: **Deputy Mayor**

Date:



² The signing person of the Project Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.

Partner 2 BROUMOV

Local co-financing (in €): 12.170,00

ERDF contribution (in €): 48.680,01

Signature:

Name of the signatory person³:

Position of the signatory person:

Date:

[STAMP OF PARTNER'S
INSTITUTION]

³ The signing person of the Project Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.

Partner 3 TARGU FRUMOS

Local co-financing (in €): 12.420,00

ERDF contribution (in €): 49.680,00

Signature:

Name of the signatory person⁴: Vatamanu Ionel

Position of the signatory person: Mayor

Date:

⁴ The signing person of the Project Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.

Partner 4 MERTOLA

Local co-financing (in €): 12.300,00

ERDF contribution (in €): 49.200,01

Signature:

Name of the signatory person⁵:

Position of the signatory person:

Date:



⁵ The signing person of the Project Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.

Partner 5 MURCIA

Local co-financing (in €): 18.660,00

ERDF contribution (in €): 43.540,01

Signature:

Name of the signatory person⁶: José Francisco Ballesta Germán

Position of the signatory person: President of the City Council and Mayor of Murcia

Date: as shown in the electronic signature



⁶ The signing person of the Project Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.

Partner 6 HANNUT

Local co-financing (in €): 18.630,00

ERDF contribution (in €): 43.470,00

Signature:

Name of the signatory person⁷:

Position of the signatory person:

Date:



⁷ The signing person of the Project Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.

Partner 7 LONGFORD

Local co-financing (in €): 23.747,50

ERDF contribution (in €): 44.102,50

Signature:

Name of the signatory person⁸:

Position of the signatory person:

Date:



⁸ The signing person of the Project Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.

Partner 8 BOVEC

Local co-financing (in €): 23.600,50

ERDF contribution (in €): 43.829,50

Signature:

Name of the signatory person⁹:

Position of the signatory person:

Date:



⁹ The signing person of the Project Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.

Partner 9 KAMZA

KAMZA

Local co-financing (in €): 3.297,50

IPA contribution (in €): 62.652,50

Signature:

Name of the signatory person¹⁰:

Position of the signatory person:

Date:



¹⁰ The signing person of the Project Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.