

	The URBACT III Programme 2014 - 2020	Joint Convention
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JOINT CONVENTION BETWEEN LEAD PARTNER AND PROJECT PARTNERS FOR THE URBACT III OPERATIONAL PROGRAMME

NETWORK ACRONYM: **AS TRANSFER**

NETWORK TITLE: BILBAO AS-FABRIK TRANSFER NETWORK

LEAD PARTNER: **BILBAO EKINTZA**



Having regard to:

- Regulation (EU) n° 1303/2013 of the Parliament and the Council laying down common provisions on the European Regional Development Fund, the European Agricultural Fund for Rural development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries fund repealing Council Regulation (EC) N° 1083/2006;
- Regulation (EU) n° 1301/2013 of the Parliament and the Council on the European Regional Development Fund and on specific provisions concerning the Investment for Growth and Jobs goal and repealing Regulation (EC) N° 1080/2006;
- Regulation (EU) n° 1299/2013 of the Parliament and the Council on specific provisions for the support from the European Regional Development Fund to the European Territorial Cooperation Goal;
- Commission Implementing Regulation (EU) n° 288/2014 from 25 February 2014 laying down additional rules pursuant to Regulation (EU) n°1303/2013 of the Parliament and the Council as regards the model for the progress reports, the format for submission of the information on a major project, the methodology for carrying out the cost benefit analysis, the model for the joint action plan, the model for the implementation reports for the Investment for growth and jobs goal, the model for the management declaration, the models for the audit strategy, the audit opinion and the control report and pursuant to Regulation n°1299/2013 of the Parliament and the Council as regards the model for the implementation reports for the European territorial cooperation goal;
- Delegated Regulation (EU) n° 481/2014 of the European Commission from 4 march 2014 supplementing Regulation (EU) n° 1299/2013 of the Parliament and the Council with regard to specific rules on eligibility of expenditure for cooperation programmes;
- Delegated Regulation (EU) n° 480/2014 of the European Commission from 3 march 2014 supplementing Regulation (EU) n°1303/2013 of the Parliament and the Council;
- Commission Implementing Regulation (EU) No 821/2014 of 28 July 2014 laying down rules for the application of Regulation (EU) No 1303/2013 of the European Parliament and of the Council as regards detailed arrangements for the transfer and management of programme contributions, the reporting on financial instruments, technical characteristics of information and communication measures for operations and the system to record and store data;
- The European Territorial Cooperation Operational Programme URBACT III (CCI n°2014TC16RFIR003), approved by the European Commission Implementing Decision on 12 December 2014 [ref: C(2014)9857];

- The Member and Partner State Agreements between Member/Partner States and the Managing Authority (Agence Nationale de la Cohésion des Territoires) on the implementation of the URBACT III Operational Programme;
- Programme specific guidance including those laid out in the URBACT III Programme Manual as first approved by the Monitoring Committee on 11 September 2015 and subsequently updated, the last updated version applies;
- Call specific guidance such as the Guide to UIA Transfer Mechanism Pilot Networks.

which the Lead Partner and Partners hereby recognize, the following Joint Convention is agreed.

The following agreement shall be made between:

LEAD PARTNER

Bilbao Ekintza
Navarra 5, 3
48001 Bilbao (Bizkaia)
Spain

Represented by:

Xabier Ochandiano
Bilbao City Councillor of Economic Development, Commerce and Employment

PROJECT PARTNERS

1. Bielsko-Biala Regional Development Agency
Ul. Cieszyńska 365
43-382 Bielsko-Biala
Poland

Represented by:

Mariusz Kłusak, Vice-president
Jan Sienkiewicz, Proxy

2. Tartu City Government

Raekoja plats 1a (City hall)
50089 Tartu
Estonia

Represented by:

Raimond Tamm
Deputy Mayor of Tartu

3. Municipality of Timisoara

Bd. C.D. Loga nr.1
300030 Timisoara
Romania

Represented by:

Dominic Fritz
Mayor

for the implementation of the URBACT III UIA Transfer Mechanism Pilot Network Bilbao AS-FABRIK Transfer Network, hereinafter referred to as 'the Project', which has been approved by the Monitoring Committee on 9th March 2021.

§ 1 Subject of the Agreement

1.1 The subject of this agreement is the organisation of a partnership in order to implement the Project supported by the URBACT III Operational Programme.

1.2 The terms of reference of the Project are indicated in the approved Application Form which defines the Project as approved by the URBACT III Monitoring Committee.

§ 2 Duration of the Agreement

2.1 This agreement will enter into force retrospectively from the start date of the project as indicated in the approved Application Form (9th March 2021). It shall remain in force until the Lead Partner has discharged in full his obligations toward the Managing Authority, and each Project Partner has received its quota of the final payment by the European Commission.

§ 3 Definition of partners

In this agreement the Partners shall be:

- The **Lead Partner**, as the organisation responsible for the overall Project. This organisation is administratively, legally and financially responsible for the implementation of the project toward the URBACT Secretariat/ Managing Authority.
- The **Project Partners**, are the organisations responsible for the activities as stated in the Project approved Application Form. Each Project Partner remains liable for the sound financial management of its own expenditure.

§ 4 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.

4.1 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:

4.1.1 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. To ensure an efficient internal management and control system;
- f. To ensure that partners' tasks are fulfilled in compliance with the approved application form;
- g. To request and receive ERDF payments according to the procedures detailed in the Programme Manual;
- h. To transfer ERDF to the partners in compliance with the reported amounts according to the financial management system set up;
- 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 III Operational Programme;
- 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 use the URBACT website as the main internet tool to communicate on the project and to regularly update the space dedicated to the project (once every 1 month minimum during network lifespan);
- p. In public statements (reports, publications etc.) to point out that the project was implemented through financial assistance from funds of ERDF within the framework of URBACT III Programme. It must be clearly stated that the project has been co-financed by ERDF through the URBACT III 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.

4.1.2 Project reporting

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

- a. To deliver, within the deadlines, 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 annual progress reports on changes in the contact information, the rescheduling of activities and on budget deviations;
- c. To ensure that the partners report expenditure have been checked and certified according to their Member State control requirements.

4.2 Project Partners

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

- a. 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 in due time 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 to the Lead Partner according to the procedures defined in the URBACT III Operational Programme;
- h. provide the independent assessors carrying out the URBACT III programme evaluations any documents necessary to assist with this task;
- i. react promptly to any request by the bodies implementing the URBACT III Programme;
- j. comply with EU and national legislation;

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

4.2.1 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 ensure that the expenditures are correct and relevant to the project;
- e. 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;

4.2.2 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;
- 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.

4.2.3 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 III 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 have the right to dismiss partners from the project, should any partner consistently fail to adhere to Project Partner responsibilities, Lead Partner's requests, or comply with URBACT guidance protocols as identified in the Joint Convention.

Firstly, the Lead Partner should send an official warning letter to the project partner offering the project partner a period of at least 2 months in which to reply. After this warning the Lead Partner can inform the project partner by official letter of their decision to remove the project partner from the project.

In this case the Lead Partner will state the date of withdrawal and the project partner will present a final certificate of expenditure incurred to that date which should normally not exceed the pro rata calculation based on the time they have been involved in the project.

The Lead Partner shall agree with the remaining partners how the resources made available shall be used. The changes shall be approved through the reprogramming procedure described in Factsheet 2E of the Programme Manual.

§ 5 Working languages

The official language of the partnership shall be English as for the URBACT III 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.

§ 6 Budgetary principles

6.1 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 III Monitoring Committee.

6.2 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.

6.3 The Lead Partner must ensure the correctness and appropriateness of the expenditures, financial reports and documents (evidence, FLC certificates, etc.) drawn up by the Project Partners. The Lead Partner may request further information, documentation and evidence from the Project Partners to that effect.

6.4 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.

6.5 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 will be made in euro.

6.6 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.).

6.7 The Lead Partner is responsible for sending to the Managing Authority/URBACT Secretariat the project's certificates 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 payment by the Certifying Authority and for refunding in a due time the Project Partners on the basis of their certified expenditure.

6.8 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.

6.9 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.

6.10 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.

6.11 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).

6.12 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.

6.13 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.

6.14 Should the Managing Authority be forced to reduce or discontinue the grant and should this entail full or partial refunding of the URBACT III 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.

6.15 In order to avoid that in the situation described under Article 6.14 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).

§ 7 Financial management system

All partners, including the Lead Partner, agree to use a decentralised system for the financial management of the project. This means that every Project Partner shall spend, account and certify its own costs according to the Project's payment forecast and respecting the Urbact Programme internal rules, and without exceeding its maximum available amount in each budget category.

Every Project Partner shall account in the platform SYNERGIE CTE its own expenditures. The first level control on the expenditure shall be done at the level of each partner.

Every Project Partner shall provide the Lead Partner with the certificate and statement of expenditures signed by the appointed first level controller during each reporting period.

§ 8 Modification to Work Programme and budget reallocation

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

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

§ 9 Progress Reports

9.1 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 of expenditure of all partners and a global project payment claim within 3 months after the end of the reporting periods. For this purpose, each partner commits to submit to the Lead Partner its certificates of expenditure and the information needed to draw up progress reports within 1 month after the end of the annual reporting periods. In order to ensure the accuracy of the provided documents and information, the Lead Partner shall make comments to the partners after reception of the documents.

9.2 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.

9.3 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.

9.4 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.

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

9.6 The reporting periods and deadlines for submission for submission of the reports are the following:

- 1st reporting period: 9 March 2021 — 31 December 2021 (deadline for submission: 28 February 2022)
- 2nd reporting period: 1 January 2022 — 9 September 2022 (deadline for submission: 9 December 2022)

§ 10 Verification and Record Keeping

10.1 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.

10.2 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 III Operational Programme.

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

§ 11 Anti-Fraud Policy

11.1 The Managing Authority and URBACT Secretariat have identified the most likely areas for fraud in the URBACT III Programme and projects, and have set up robust control systems, measures and procedures in order to follow up on all suspected cases that may be highlighted.

Through the Programme anti-fraud policy, the intention is to:

- promote a culture which deters fraudulent activity;
- facilitate the prevention and detection of fraud;

- develop procedures which will aid in the investigation of fraud and related offences and which will ensure that such cases are dealt in a timely and appropriate manner.

The Managing Authority and URBACT Secretariat therefore encourage all partners, contractors, employees and the public to do their utmost to prevent fraud from happening, to put into place proportionate measures to detect it and to come forward with any suspicion of fraud in relation to the Programme.

11.2 Either suspected or established, the URBACT III Programme has developed a strong whistleblowing procedure to report any fraud anyone may have witnessed should it be one partner, any involved expert or even one of the Programme authorities. If so, all details are to be provided to the following anonymised email address: alert@urbact.eu so that all proportionate measures will be implemented starting with a thorough investigation of the fraud, and if applicable, apply all timely and appropriate measures as described in the Programme's procedures.

11.3 Cases of suspected or established fraud may also be detected and reported to the Managing Authority/URBACT Secretariat by the first level controllers. The controllers are requested to report any fraud cases (section 2 of the First Level Control certificate) to the Managing Authority/URBACT Secretariat through a specific Programme report template. The template of this report on suspected or established fraud is made available to the first level controllers by the URBACT Secretariat.

§ 12 Communication and Publicity Measures

12.1 The URBACT website is the only internet tool to communicate on the project with an external audience and to regularly update the space dedicated to the project (once every month minimum).

12.2 In any public material used to promote or disseminate the project activities - whether printed or electronically available - the use of the URBACT III programme logo with its slogan and the EU flag together with reference to the European Union and the European Regional Development Fund is mandatory as set out in the Programme Manual.

12.3 Any notice or publication by the project, in whatever form and on or by whatever medium, including the Internet, must specify that it reflects the author's views and that the Managing Authority is not liable for any use that may be made of the information contained therein.

12.4 The partners agree that the Managing Authority/URBACT Secretariat shall be authorised in the framework of the URBACT III Operational Programme to publish, in

whatever form and on or by whatever medium, including the Internet, the following information:

- the name of the Lead Partner and its partners,
- the contact details from the Lead Partner, including an e-mail address,
- the contact details from any Project Partners that are responsible for uploading content to the URBACT website, including their e-mail addresses,
- 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 project undertakes to send to the URBACT Secretariat at least one copy of any publicity and or information material. The project furthermore authorises the URBACT Secretariat, Managing Authority and the European Commission to use this material to showcase how the subsidy is used.

12.6 Any information, media appearance, or other publicity of the project shall be communicated to the URBACT Secretariat for potential website updates or showcases.

12.7 The Lead Partner ensures that the results of the project especially any study or analysis produced during the implementation shall be made available to the public in order to guarantee a widespread publicity of the project's outcomes.

12.8 The project shall ensure that any milestone meeting/event organised by the network is communicated to the URBACT Secretariat and that at least one member of the URBACT Secretariat is invited to participate whenever necessary.

12.9 For Information and Publicity purposes, projects are requested to appoint a reference person who will be in direct contact with the URBACT Secretariat.

12.10 The URBACT communication language is English. This applies as a general rule to all tools of communication.

§ 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.

§ 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 III Operational Programme.

§ 16 Legislation in force

This agreement is governed by Spanish Law, being the law of the country of the Lead Partner.

§ 17 Amendment of this agreement

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

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

17.3 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.

§ 18 Legal succession

18.1 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.

18.2 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.

§ 19 Force majeure

19.1 According to the present contract, the “force majeure” represents any unpredictable and insurmountable event, occurred after the signing of the present contract and that prevents the total or the partial execution of the contract.

19.2 There are specific cases of “force majeure”: wars, natural calamities, general strikes, insurrections, revolts, epidemics, earthquakes, floods and other similar events.

19.3 The “force majeure” exonerates the parties of the responsibility for not executing partially or totally the obligations stipulated in the present contract during the period they appear and only if the events were properly notified.

19.4 It is not considered to be “force majeure” an event similar to those presented above, that, without creating an impossibility of execution, makes the execution of the obligations very expensive for one of the parties.

§ 20 Nullity

20.1 Should one of the provisions of this agreement be declared null or void in the national law of one of the parties or the law governing this agreement, this shall not render the remaining provisions null and void.

20.2 The fact that one of the parties should not demand application of one of the provisions of the agreement does not imply that this party waives such provision.

§ 21 Lapse of time

Legal proceedings concerning any issue ensuing from this agreement may not be lodged before the courts more than three years after the facts. In the event of legal proceedings concerning a claim to refund funds, a period of three years following the last transfer shall be applied.

§ 22 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.

§ 23 Domicile

To the effect of this agreement, the Project Partners shall irrevocably choose domicile at the address stated in their letterhead where any official notifications can be lawfully served. Any change of domicile shall be forwarded to the Lead Partner within 15 days following the change of address by registered mail.

§ 24 Final statement

24.1 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.

24.2 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 Bilbao, Date 20/05/2021

§ 25 Signatures

Lead Partner – BILBAO EKINTZA

Local co-financing (in €): **74.115€**

ERDF contribution (in €): **172.935€**

Budget Category	Maximum Total Expenditure		
	2021	2022	TOTAL
Staff Costs	80.000,00 €	55.000,00 €	135.000,00 €
Office Administration	2.400,00 €	1.650,00 €	4.050,00 €
Travel and Accommodation	2.000,00 €	4.000,00 €	6.000,00 €
External Expertise and Services	43.000,00 €	59.000,00 €	102.000,00 €
Equipment	- €	- €	- €

Signature:

Name of the signatory person¹: Xabier Ochandiano

Position of the signatory person: Bilbao City Councillor of Economic Development, Commerce and Employment

Date: 21/05/2021

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.

Partner 1 – Bielsko-Biala Regional Development Agency

Local co-financing (in €): **23.928€**

ERDF contribution (in €): **55.832€**

Budget Category	Maximum Total Expenditure		
	2021	2022	TOTAL
Staff Costs	28.000,00 €	34.000,00 €	62.000,00 €
Office Administration	840,00 €	1.020,00 €	1.860,00 €
Travel and Accommodation	1.500,00 €	2.500,00 €	4.000,00 €
External Expertise and Services	3.700,00 €	4.200,00 €	7.900,00 €
Equipment	4.000,00 €	- €	4.000,00 €

Signature:

Name of the signatory person²: Mariusz Kłusak; Jan Sienkiewicz

Position of the signatory person: Vice-president; Proxy

Date:

[STAMP OF PARTNER'S
INSTITUTION]

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 – Tartu City Government

Local co-financing (in €): **22.770€**

ERDF contribution (in €): **53.130€**

Budget Category	Maximum Total Expenditure		
	2021	2022	TOTAL
Staff Costs	15.000,00 €	15.000,00 €	30.000,00 €
Office Administration	450,00 €	450,00 €	900,00 €
Travel and Accommodation	3.000,00 €	3.000,00 €	6.000,00 €
External Expertise and Services	19.500,00 €	19.500,00 €	39.000,00 €
Equipment	- €	- €	- €

Signature:

Name of the signatory person³: Raimond Tamm

Position of the signatory person: Deputy Mayor of Tartu

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 – Municipality of Timisoara

Local co-financing (in €): **30.034,50€**

ERDF contribution (in €): **70.080,50€**

Budget Category	Maximum Total Expenditure		
	2021	2022	TOTAL
Staff Costs	30.250,00 €	30.250,00 €	60.500,00 €
Office Administration	907,50 €	907,50 €	1.815,00 €
Travel and Accommodation	1.500,00 €	4.500,00 €	6.000,00 €
External Expertise and Services	10.500,00 €	17.500,00 €	28.000,00 €
Equipment	3.800,00 €	- €	3.800,00 €

Signature:

Name of the signatory person⁴: Dominic Fritz

Position of the signatory person: Mayor

Date:

[STAMP OF PARTNER'S
INSTITUTION]

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.