



# **Project Partnership Agreement**

#### **Definitions and Abbreviations**

For the purpose of this agreement, the following words and abbreviations shall have the following meanings:

Agreement means the project partnership agreement

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

Application Form means the application form as set out in annex 1 of this contract together with any amendments to the application form which are approved by the programme authorities.

Lead Partner means: lead beneficiary as referred to in Article 13 of Regulation (EU) No 1299/2013

**Programme** means the Interreg Europe programme

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

Programme Manual means the latest published version of the programme manual

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

Project means PGI06094, INNO INDUSTRY, Improving Innovation delivery of policies within 4.0 industry in Europe, as described in the application form

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





# PGI06094, INNO INDUSTRY, Improving Innovation delivery of policies within 4.0 industry in **Europe**

#### Having regard to:

- Article 13(2) of Regulation (EU) no 1299/2013 of the European Parliament and of the Council of 17 December 2013, on the European Territorial Cooperation goal,
- The programme manual section "project partnership agreement", whereupon partners in a project funded under Interreg Europe have to conclude an agreement concerning their mutual financial and legal responsibilities, including the functions and responsibilities of the lead partner,
- The subsidy contract signed between the managing authority and the lead partner, Article 10 For the implementation of the Interreg Europe project PGI06094, INNO INDUSTRY, Improving Innovation delivery of policies within 4.0 industry in Europe, approved by the monitoring committee –

on 31. 5. 2019, the following agreement shall be made between the partners of the project.

#### Article 1

#### Parties to the agreement

The parties to this agreement are the lead partner and the project partners as listed in the latest approved version of the application form.

#### Article 2

## Subject of the agreement

- 1. Subject of this agreement is the organisation of a partnership in order to implement the project PGI06094, INNO INDUSTRY, Improving Innovation delivery of policies within 4.0 industry in Europe as indicated in the annexes. The annexes comprise:
- The latest version of the application form approved by the programme (Annex I)
- the subsidy contract between the managing authority and the lead partner (Annex II),
- Budget line by line per partner, Spending plan per partner, Outputs and results per partner, Tasks and objectives per partner (Annex III),
- Division of preparation costs (Annex IV)
- Lump sum for phase 2 pre-defined activities (Annex V)





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

#### Article 3

#### **Obligations of the parties**

#### Lead partner's obligations

- 1. The lead partner will comply with all obligations deriving from article 13 (2) of Regulation (EU) No 1299/2013, the subsidy contract and the programme manual, and inter alia, ensure the transfer of the subsidy to the project partners as quickly as possible and in full.
- 2. The lead partner will inform the partners on a regular basis about any relevant communication between the lead partner and the joint secretariat.
- 3. Before submitting a request for change to the joint secretariat, the lead partner shall obtain the approval of its partners on the changes proposed. The lead partner may set a deadline to the partners for this approval so that beyond this deadline the proposed changes are considered as approved by the partners.

#### Partners' obligations

- 4. To be eligible as project partner under Interreg Europe, the partner has to be a legal entity.
- 5. All partners will do everything in their power to implement the project as defined in the present agreement and in line with the latest approved version of the application form.
- 6. All partners shall comply with the provisions of the subsidy contract, the programme manual, the Cooperation Programme and the latest approved version of the application form.
- 7. All partners shall comply with the statutory rules under European law, national statutory regulations, orders, decrees and rulings, permits and exemptions which are relevant for the performance of the present agreement, specifically with respect to their own portion of the project.

In addition, they shall fulfil the following obligations:

8. To nominate a project manager and a financial manager for the parts of the project for which it is responsible and give the lead partner the authority to represent the partner in the project;





- 9. To provide the lead partner with all the information, in the prescribed form, necessary to draw up the mandatory reports for the project as well as all other reports on activities, requests for payment and other documents or information requested by the joint secretariat. The information so requested will be provided to the lead partner on time and complete;
- 10. All exchanges of information with the programme authorities shall follow the programme requirements.
- 11. To make the partner contributions available as foreseen in the latest approved version of the application form and this partnership agreement;
- 12. To actively encourage the involvement of the stakeholder groups in their regions, their participation in the project, and their cooperation with respect to disseminating the project results;
- 13. To react promptly to any request of the lead partner, of programme authorities and bodies involved in the programme implementation, in particular for what concerns requests related to the coordination, implementation and evaluation of the project;
- 14. To notify immediately the lead partner of any event that could lead to a temporary or final discontinuation or any other deviation of the project, as well as any change related to the name of the organisation, its contact details, legal status or any other change concerning the partner's legal entity which may have an impact on the project or on their eligibility to the programme.
- 15. To comply with the planned budget by budget line, spending plan by partner, allocation of tasks and objectives, outputs and results by partner as indicated in Annex III of this agreement and to notify the lead partner without delay of any event that may lead to a deviation.

#### **Eligibility of Expenditure**

- Each project partner can only report eligible expenditure. In order to be deemed eligible, the reported expenditure of each project partner shall:
  - a. relate to activities and costs which are carried out, incurred, and paid from the date of the Approval Decision (31.5.2019) to the project end date as indicated in the application form;
  - b. relate to activities set out in the application form which are necessary for carrying out the project and achieving the project's objectives, outputs and results, and are included in the budget of the application form;





- c. be reasonable, justified, and comply with the applicable EU and programme rules. In the absence of rules set at EU or programme level or in areas that are not precisely regulated national or institutional rules in accordance with the principles of sound financial management apply;
- d. be incurred and paid out by the project partner and be substantiated by proper evidence allowing identification and checking;
- e. be identifiable, verifiable, plausible, determined in accordance with the relevant accounting principles, and recorded in a separate accounting system or with an adequate accounting code;
- f. be verified by a first level controller in accordance with Regulation (EU) no 1303/2013, Article 125(4).
- By derogation to Article 4.1 (a) to (e), simplified costs options may be indicated in the programme manual and have to be applied accordingly by each project partner.
- In case a project partner does not comply with the eligibility rules, the lead partner and/or the programme authorities may impose corrective measure which have to be implemented by the concerned partner. Those corrective measures can lead to the exclusion of any ineligible expenditure and to the request for repayment of all or part of the concerned subsidy.

#### **Decision-making under the agreement**

- 1. Decisions with regard to the:
- general project activities will be taken by the Steering Committee.
- individual activities of project partners will be taken by Steering Committee
- general project budget will be taken by the Steering Committee
- individual budget of project partners will be taken by the Steering Committee
- 2. request for the exclusion and addition of partners will be taken by the Steering Committee
- 3. Each partner has 1 vote in Steering Committee decisions. Project partners not represented in the meeting will be asked for their vote in written format within 2 weeks.
- 4. The decision will be taken by majority vote.





#### Financing of joint activities and preparation costs

- 1. The financing of joint activities are governed by the contracting-partner-only principle. The contracting partner is the only one that budgets, contracts, actually pays, ensures verification and reports 100% of the cost item of joint benefit and receives the related ERDF. The arrangements for sharing costs between partners are defined between the involved partners:
- 2. The preparation costs will be reimbursed through a lump sum of 15,000€ per project and the corresponding ERDF (12,750€) or NO funding (7,500€) will be paid to the lead partner. The subsidy received for the preparation costs will be distributed among the project partners in accordance with Annex IV (preparation costs division).

#### Article 7

#### **Project and programme performance**

- 1. In case a project partner does not successfully reach one or more expected objectives, outputs or results as set out in the application form are not successfully reached, the concerned project partner is responsible to follow the requested corrective measures by the programme authorities.
- 2. In case one or more project partner(s) fail to respect the contractual arrangements on delivery in time, delivery to budget and delivery of outputs as defined in the annexes of this agreement, the programme may reduce the subsidy allocated to the project and, if necessary, stop the project by terminating the subsidy contract. In such cases, the concerned project partner(s) will be liable in compliance with article 8 of this agreement.
- 3. Subsidy payments not requested by each project partner in time and in full as indicated in the spending plan included in annex III may be lost for the concerned project partner.





#### Liability

- 1. In case a project partner does not comply with its obligations as agreed upon in this agreement and the relevant annexes, the concerned project partner shall be the sole responsible for any liabilities, damages and costs, resulting from the non-compliance.
- 2. No project partner shall be held liable for not complying with its obligations as agreed upon this agreement and the relevant annexes should the non-compliance be caused by force majeure. In such a case, the partner involved must announce this immediately in writing to the other partners of the project.

#### Article 9

#### Audit rights, evaluation of the project / archiving of documents

- 1. The European Commission, the European Anti-Fraud Office, the European Court of Auditors and, within their responsibility, the relevant bodies of the participating EU Member States [and the Kingdom of Norway] or other programme authorities are entitled to audit the proper use of funds by the project partners or arrange for such an audit to be carried out by authorised persons.
- 2. Each project partners will produce all documents required for the audit, provide necessary information and give access to their business premises.
- 3. In accordance with Regulation (EU) 1303/2013 Articles 56 and 57 each project partner undertakes to provide independent experts or bodies carrying out any project evaluation with any document or information necessary to assist the evaluation.
- 4. Each project partner will archive all project related documents related to the project implementation for the period required by and in compliance with Regulation (EU) No 1303/2013 Article 140. The lead partner will inform the project partners of the start date of the period referred to in paragraph 1 of Article 140 of Regulation (EU) no 1303/2013 in due time. This period might be interrupted in duly justified cases and will resume after any such interruption. Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected.





- 5. In accordance with Regulation (EU) No 1303/2013, Article 140 (the archiving of the documents) each project partner must ensure that all documents are kept either:
  - b. in their original form;
  - c. as certified true copies of the originals;
  - d. on commonly accepted data carriers including electronic versions of original documents
  - e. or documents existing as electronic version only.

Notwithstanding the foregoing, the archiving formats have to comply with national legal requirements.

6. The requirements as indicated in points (4) and (5) also apply to any project partner which leaves the partnership before the end of the project.

#### Article 10

#### **Communication and publicity**

- 1. The project partners will jointly implement a communication and dissemination plan coordinated by the communication lead partner "Innovative business association of furniture manufacturers and related in the Murcia Region - AMUEBLA", that ensures adequate promotion of the project and its results towards potential target groups, project stakeholders and the general public in compliance with the Annex XII (2.2) of Regulation (EU) No 1303/2013, the subsidy contract (Article 12) and the programme manual.
- 2. Unless differently required by the managing authority, any notice or publication in relation to the project, made in any form and by any means, including the Internet, must state that it only reflects the author's views and that the programme authorities are not liable for any use that may be made of the information contained therein.
- 3. Each project partner agrees that the programme authorities shall be authorised to publish, in any form and by any means, including the Internet, the following information:
  - a. the name and contact details of the lead partner and of the project partners,
  - b. the project name,
  - c. a summary of the project activities,
  - d. the objectives of the project and the subsidy,





- e. the project start and end date,
- f. the amount of the subsidy and the total budget of the project,
- g. the geographical location of the project implementation,
- h. progress reports including the final report

# Article 11 **Intellectual Property Rights**

- 1. All intellectual property, outputs and results (whether tangible or intangible) that derive from the project will be the property of the lead partner and the project partners.
- 2. Notwithstanding the terms of Article 11.1, the results of the project have to be made available to the general public free of charge by the lead partner and project partners. The managing authority and any other relevant Programme stakeholder (such as the national points of contact, the European Commission) may reserve the right to use them for information and communication actions in respect of the programme. If there are preexisting intellectual and industrial property rights which are made available to the project, these will be fully respected provided that they are notified by the lead partner and project partners to the managing authority in writing.
- 3. Any income generated by the intellectual property rights must be managed in compliance with the applicable EU, national and programme rules in the fields of net revenue and state aid.

#### Article 12

#### Cooperation with third parties, delegation legal succession and outsourcing

- 1. In case of cooperation with third parties including suppliers of good/services, the project partner concerned shall remain solely responsible to the lead partner concerning compliance with its obligations as set out in this project partnership agreement.
- 2. The lead partner shall be informed by the project partner about the subject and party of any contract related to the project concluded with a third party.





- 3. No project partner shall have the right to transfer its rights and obligations under this project partnership agreement without the prior consent of the other project participants and the responsible programme implementing bodies.
- 4. In cases of legal succession, the lead partner or concerned partner is obliged to transfer all duties under this partnership agreement to the legal successor.
- 5. Outsourcing to consultants or to suppliers of goods/service shall be undertaken in accordance with procedures set out in the public procurement rules applicable to the contracting partner and in compliance with the EU directives on public procurement.

# Article 13 **Duration and right of termination**

- 1. The agreement will enter into force on the date on which it is signed. It will remain in force until complete fulfilment of the lead partner and partners' obligations under this project partnership agreement and the subsidy contract. In particular, all relevant provisions necessary for the fulfilment of the archiving and audit obligations defined in article 5 of this agreement shall remain in force until the end of the period referred to in article 140 of Regulation (EU) No 1303/2013.
- 2. The agreement can be terminated prematurely by means of a decision taken by the Steering Committee, which also makes arrangements regarding the consequences of such premature termination.

#### Article 14

#### Non-fulfilment of obligations and disputes

1. Should one of the project partners not fulfil its obligations, the lead partner shall contact the concerned partner and remind this partner to comply within a maximum of 15 days. The lead partner shall make any effort to contact the concerned partner(s) in order to solve the difficulties, including seeking the assistance of the joint secretariat / the managing authority of the programme.





- 2. Should the non-fulfilment of obligations continue, in spite of notifications as mentioned under point one of this article, the partnership may decide to exclude the concerned partner from the project. The managing authority / joint secretariat shall be informed immediately by the lead partner if the partnership intends to exclude a partner from the project.
- 3. In case of non-fulfilment of a partner's obligation having financial consequences for the funding of the project as a whole, the lead partner may demand compensation to cover the sum involved.
- 4. In case of any disputes, even if regarded as such by only one of the partners, which may arise owing to a further agreement or an actual action which is wholly or partly subject to the present agreement, the project partners shall first work towards an amicable settlement. In case the partners do not reach an amicable settlement, the settlement will be adjudicated by the competent court in the district in which the lead partner has its registered office. The lead partner's registered office is located in Cesta krških žrtev 2, 8270 Krško, Slovenia.

# Article 15 **Demand for repayment**

- 1. Should the programme authorities in accordance with the provisions of the subsidy contract demand repayment of all or part of the subsidy already transferred, each partner concerned is obliged to reimburse its share of the subsidy amount unduly received to the lead partner.
- 2. The lead partner shall, without delay, inform the concerned partner about any ERDF/Norwegian fund amount unduly paid due to an irregularity as soon as it is informed by the Managing Authority/Joint Secretariat. It shall also forward, without delay, the letter by which the managing authority has asserted the recovery order and notify each partner of the amount to be repaid. This amount is due by the deadline indicated by the lead partner in accordance with the recovery procedure described in the programme manual. In case the amount to be recovered shall be subject to interest, the interest rate will be determined in accordance with the provisions of the subsidy contract (Article 14.3) and would be applied to each concerned partner.
- 3. According to article 122.2 of Regulation (EU) 1303/2013 and article 27.3 of Regulation (EU) 1299/2013, if the Lead Partner does not succeed in securing repayment from other Project Partners or if the Managing Authority does not succeed in securing repayment from the Lead





Partner after having used all reasonable endeavours in accordance with point 5.4 of the Cooperation Programme and the Procedure for the recovery of irregularities, the EU Member State or third country on whose territory the beneficiary concerned is located shall reimburse the Managing Authority any amounts unduly paid to that beneficiary. The EU Member State or third country (Norway) on whose territory the concerned beneficiary is located shall be entitled to undertake any legal action that it may deem necessary towards the concerned beneficiary in order to recover the unduly paid amount, based on national jurisdiction rules and in accordance with any agreement the EU Member State or third country (Norway) may have entered into with the beneficiary. In that case, the Lead Partner shall have the right to transfer its rights and obligations under this agreement to the EU Member State or third country (Norway) on whose territory the concerned beneficiary is located provided that the EU Member State or third country (Norway) agree to this transfer.

# Article 16

#### Amendment of the project partnership agreement, withdrawals

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





# Article 17 **Working language**

- 1. The working language of this Partnership shall be English.
- 2. The English version of the partnership agreement is the binding one.

# Article 18 **Final provisions**

1. This agreement is governed by Slovenian law.

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





# Signatures

The project partner [#1] The Id	ead partner
Title of the institution:	Regional Development Agency Posavje (Regionalna razvojna agencija Posavje)
Place and date: Krško	),
Name and function of the sign	atory: Martin Bratanič, director
Signature/Stamp:	



Signature/Stamp:



The project partner [#2]	
Title of the institution:	ecoplus. The Business Agency of Lower Austria (ecoplus. Niederösterreichs Wirtschaftsagentur GmbHecoplus)
Place and date:	
Name and function of the signatory:	





The project partner [#3]			
Title of the institution:	Ministry of Economics of the Republic of Republikas Ekonomikas ministrija)	Latvia	(Latvijas
Place and date:			
Name and function of the signatory:			
Signature/Stamp:			





The project partner [#4]	
Title of the institution:	Innovative business association of furniture manufacturers and related in the Murcia Region – AMUEBLA (Agrupación Empresarial Innovadora de Fabricantes de Muebles y Afines de la Región de Murcia – AMUEBLA)
Place and date:	
Name and function of the signatory:	
Signature/Stamp:	





The project partner [#5]	
Title of the institution:	Business and innovation Centre of Beira Interior (CIEBI— Centro de Inovação Empresarial da Beira Interior)
Place and date:	
Name and function of the signatory:	
Signature/Stamp:	





The project partner [#6]	
Title of the institution:	RISE Research Institutes of Sweden AB (RISE Research Institutes of Sweden AB)
Place and date:	
Name and function of the signatory:	
Signature/Stamp:	





The project partner [#7]				
Title of the institution:	SLOVAK AGENTÚI	AGENCY	(SLOVENSKÁ	PODNIKATEĽSKÁ
Place and date:		 		
Name and function of the signator	y:			
Signature/Stamp:		 		





The project partner [#8]	
Title of the institution:	West-Pannon Regional and Economic Development Public Nonprofit Ltd. (Nyugat-Pannon Terület- és Gazdaságfejlesztés Szolgáltató Közhasznú Nonprofit Kft.)
Place and date:	
Name and function of the signatory:	
Signature/Stamp:	



The project partner [#9]



Title of the institution:		Association nia – CLUSTER		CLUSTERO	(Asociatia
Place and date:	 		•••••		
Name and function of the signatory:	 				
Signature/Stamp:	 				



The project partner [#10]



Title of the institution:	Buckinghamshire First)	Business	First	(Buckinghamshire	Business
Place and date:					
Name and function of the signatory:			•••••		
Signature/Stamp:					





**Annex I**: Application form approved by the programme

**Annex II**: The subsidy contract between the managing authority and the lead partner

Annex III: Budget line by line per partner, Spending plan per partner, Outputs and results per partner, Tasks and objectives per partner

**Annex IV :** Division of preparation costs

Annex V: Lump sum for phase 2 pre-defined activities (







# **Contrat De Subvention**

# **Subsidy Contract**

pour la mise en œuvre du projet

for the implementation of the project

# PGI06094, INNO INDUSTRY

dans le cadre du programme Interreg Europe

in the framework of the Interreg Europe programme

#### Entre

La **Région Hauts-de-France**, Hôtel de Région, 151, avenue du Président Hoover, 59555 LILLE Cedex, France, agissant en tant qu'autorité de gestion du programme de coopération territoriale européenne Interreg Europe (ci-après dénommée l'« autorité de gestion »)

#### Between the

Région Hauts-de-France, Hôtel de Région, 151, avenue du Président Hoover, 59555 LILLE Cedex, France, acting as the managing authority of the European territorial cooperation programme Interreg Europe (hereinafter referred to as "managing authority")

Et

#### And

Regionalna razvojna agencija Posavje (RRA Posavje), Cesta krških žrtev 2, 8270Krško, Slovenia (SLOVENIJA)

Agissant en tant que chef de file conformément à l'Article 13 du Règlement (UE) No 1299/2013 (ciaprès dénommé « le chef de file »).

Acting as lead beneficiary as referred to in Article 13 of Regulation (EU) No 1299/2013 (hereafter referred to as "lead partner").

Ce Contrat de Subvention (ci-après le « contrat ») définit les conditions juridiquement contraignantes relatives au financement, à la mise en œuvre et à la gestion de PGI06094, INNO INDUSTRY. Les parties à ce contrat conviennent ce qui suit :

This subsidy contract (hereinafter referred to as the "contract") sets out the legally binding terms related to the funding, implementation and management of PGI06094, INNO INDUSTRY The parties to this contract hereby agree as follows:



#### Définitions et abréviations

Dans le cadre de ce contrat, les mots et abréviations suivants auront les significations suivantes :

Dossier de candidature : le dossier de candidature, défini dans l'annexe 1 de ce contrat, ainsi que les modifications du dossier de candidature qui sont approuvées par les autorités du programme.

**Décision d'approbation**: la décision d'approbation du Comité de suivi datée 26/03/2019 et transmise par une lettre de notification telle que définie dans l'annexe 2 de ce contrat.

**Budget**: le budget du projet tel qu'il est défini dans le dossier de candidature.

**Programme**: le programme de coopération territoriale européenne Interreg Europe.

Autorités du programme : l'autorité de gestion (y compris le secrétariat conjoint), l'autorité de certification et l'autorité d'audit.

Manuel du programme : le dernier manuel du programme publié.

Partenaires du projet : les partenaires du projet nommés dans le dossier de candidature.

**Projet**: le projet PGI06094, INNO INDUSTRY tel que décrit dans le dossier de candidature.

**Durée du projet**: la période de déroulement du projet telle que définie par la date de début et la date de fin indiquées dans le dossier de candidature.

Subvention : le cofinancement maximal du FEDER alloué au projet tel que défini dans le dossier de candidature.

#### Article 1

# Cadre juridique

Ce contrat est conclu sur la base des documents suivants qui constituent le cadre juridique applicable aux droits et obligations des parties, ces dernières s'engageant à respecter les dispositions applicables définies dans ce cadre :

le règlement (UE) n° 1303/2013 du Parlement européen et du Conseil du 17 décembre 2013 fixant les dispositions communes au Fonds européen de développement régional, au Fonds social européen, au Fonds de cohésion, au Fonds européen agricole pour le développement rural et au Fonds européen pour la pêche, portant dispositions générales sur le Fonds européen de développement régional, le Fonds social européen, le Fonds de cohésion et le Fonds européen pour la pêche, et abrogeant le

#### Definitions and abbreviations

For the purpose of this contract, the following words and abbreviations shall have the following meanings:

Application form: the application form as set out in annex 1 of this contract together with any amendments to the application form which are approved by the programme authorities.

**Approval decision**: the approval decision of the monitoring committee dated 26/03/2019 communicated through a notification letter as set out in Annex 2 of this contract.

**Budget** the budget for the project as set out in the application form.

**Programme**: European territorial cooperation programme Interreg Europe.

**Programme authorities**: the managing authority (including the joint secretariat), the certifying authority and the audit authority.

**Programme Manual**: the latest published version of the programme manual.

**Project partners:** the project partners named in the application form.

**Project**: PGI06094, INNO INDUSTRY project as described in the application form.

**Project Duration**: the term of the project commencing on the start date and ending on the end date set out in the application form.

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

#### Article 1

# Legal framework

This contract is concluded on the basis of the following documents which constitute the legal framework applicable to the rights and obligations of the parties and the parties agree to comply with the applicable terms set out therein:

Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the Agricultural Fund for European 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 and repealing Council



- règlement (CE) n° 1083/2006 du Conseil ainsi que toute modification de celui-ci ;
- le règlement (UE) n° 1301/2013 du Parlement européen et du Conseil du 17 décembre 2013 relatif au Fonds européen de développement régional et aux dispositions spécifiques concernant l'objectif d'investissement en faveur de la croissance et de la création d'emplois, et abrogeant le règlement (CE) n° 1080/2006 ainsi que toute modification de celui-ci;
- le règlement (UE) n° 1299/2013 du Parlement européen et du Conseil du 17 décembre 2013 portant dispositions particulières relatives à la contribution du Fonds européen de développement régional à l'objectif de « Coopération territoriale européenne », et ses modifications éventuelles ;
- le règlement délégué (UE) de la Commission n° 481/2014 du 4 mars 2014 complétant le règlement (UE) n° 1299/2013 du Parlement européen et du Conseil en ce qui concerne des règles particulières concernant l'éligibilité des dépenses pour les programmes de coopération, et ses modifications éventuelles;
- toutes autres législations de l'UE applicables, y compris les législations portant dispositions sur les marchés publics, la concurrence, les aides d'État, le développement durable et la promotion de l'égalité entre les hommes et les femmes et de la non-discrimination;
- le programme de coopération territoriale européenne Interreg Europe approuvé par la Commission européenne en date du 11/06/2015, C(2015) 4053;
- l' « Accord sur le programme de coopération et confirmation du cofinancement national » signé par les États membres de l'UE et le Royaume de Norvège;
- les règles spécifiques au programme et les indications précisées dans le manuel du programme;
- les règles nationales applicables au chef de file et aux partenaires du projet, en l'absence de dispositions particulières dans les Règlements, de règles spécifiques aux fonds ou de règles du programme.

En cas de modification de l'un des documents cidessus, c'est la dernière version qui doit s'appliquer.

- Regulation (EC) No 1083/2006, and any amendment.
- Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006, and any amendment;
- 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, and any amendment;
- Commission Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation (EU) No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation programmes, and any amendment;
- All other applicable EU legislation, including the legislation laying down provisions on public procurement, on competition, on state aid, on sustainable development and on the promotion of equality between men and women and nondiscrimination;
- The European Territorial Cooperation programme Interreg Europe, approved by the European Commission on 11/06/2015 C(2015) 4053;
- The "Agreement to the Cooperation Programme and confirmation of national co-financing" signed by the EU Member States and the Kingdom of Norway;
- The Programme-specific rules and guidance laid down in the programme manual;
- National rules applicable to the lead partner and its project partners, in the absence of Regulations or fund-specific rules or programme rules.

In case of amendment to any of the above documents, the latest version shall apply.



#### Octroi de la subvention

- Conformément à la décision d'approbation, la subvention est accordée au chef de file pour la mise en œuvre du projet.
- Le montant total de la subvention allouée au projet est défini dans le dossier de candidature.
- 3. Le chef de file doit en s'assurant que les partenaires du projet agissent de même respecter les règles applicables aux aides d'Etat par rapport à la réception de cette subvention; le chef de file doit s'assurer en outre que son organisation, ainsi que celles de ses partenaires, enregistrent et archivent tous les documents justificatifs nécessaires pour une piste d'audit adéquate relative aux dépenses encourues et aux paiements effectués, de sorte que ces documents et informations puissent être présentés lors de toute demande émanant des autorités publiques de l'État membre de l'UE ou du Royaume de Norvège ou de la Commission européenne.

#### Article 3

#### Conditions et modalités de financement

- La subvention est accordée pour la mise en œuvre du projet conformément aux conditions définies par le Comité de suivi dans la Décision d'approbation et les termes de ce contrat. La Décision d'approbation et le dossier de candidature font partie intégrante de ce contrat.
- 2. Le versement de la subvention est effectué sous réserve de la mise à disposition des fonds par la Commission européenne, ou lorsque des partenaires norvégiens participent au projet, par le Royaume de Norvège. En cas d'indisponibilité des fonds, l'autorité de gestion ne peut être tenue responsable des retards de paiement conformément à l'article 132 du règlement (UE) n° 1303/2013.
- 3. Si la Commission européenne et/ou le Royaume de Norvège ne libère pas les fonds nécessaires pour le paiement de la subvention, l'autorité de gestion peut, à sa seule discrétion, (i) suspendre le paiement de la subvention ; ou (ii) mettre fin à ce contrat. Si l'autorité de gestion exerce ses droits au titre du présent article 3, toute réclamation par le chef de file à l'encontre des autorités du programme, quelle qu'en soit la raison, est exclue.

#### Article 2

#### Award of subsidy

- In accordance with the approval decision, the subsidy is awarded to the lead partner for the implementation of the project.
- The maximum amount of the subsidy allocated to the project is set out in the application form.
- 3. The lead partner shall ensure that its own organisation, as well as the project partners' ones, complies with state aid regulations in respect of receipt of this subsidy; the lead partner shall also ensure that its own organisation, as well as those of its project partners, record and store all supporting documentation required for an adequate audit trail regarding expenditure incurred and payments made, so that it can be produced in response to any request from the EU Member State or the Kingdom of Norway's public authorities or the European Commission.

#### Article 3

### Terms of funding

- The subsidy is awarded for the implementation of the project to be carried out in accordance with the conditions set out by the monitoring committee in the approval decision and with the terms of this contract. The approval decision and the application form constitute an integral part of this contract.
- Disbursement of the subsidy shall be subject to the condition that the European Commission, and if Norwegian partners are participating in the project, the Kingdom of Norway, make the funds available. In case of non-availability of funds, the managing authority cannot be deemed responsible for late payments in accordance with Article 132 of Regulation (EU) No 1303/2013.
- 3. If the European Commission and/or the Kingdom of Norway fails to make the funds available for payment of the subsidy, the managing authority can at its sole discretion (i) withhold payments of the subsidy; or (ii) terminate this contract. If the managing authority exercises its rights under this Article 3, any claim by the lead partner against the programme authorities for whatever reason is excluded.



- 4. Le versement de la subvention est soumis à la 4. Disbursement of the subsidy is subject to the condition que ce contrat soit signé par les Parties.
  - condition that this contract is signed by the parties to this contract.

#### Durée du contrat

- 1. Indépendamment de la durée du projet et sans préjudice des dispositions concernant la mise en œuvre du projet et l'éligibilité des dépenses, les termes de ce contrat s'appliquent à compter de la date de la décision d'approbation du projet et expirent conformément aux conditions prévues par les obligations d'audit et d'archivage définies à l'article 140 du règlement (UE) n° 1303/2013.
- 2. L'autorité de gestion informera le chef de file de la date de démarrage de la période visée au paragraphe 1 de l'article 140 du règlement (UE) n° 1303/2013.

#### Article 5

## Eligibilité des dépenses

- 1. La subvention ne sera payée au chef de file que pour les dépenses éligibles. Pour être réputées éligibles, les dépenses d'un projet doivent :
  - a. concerner les activités et les coûts effectués, encourus et payés à partir de la date de la décision d'approbation et jusqu'à la date de fin du proiet indiquée dans le dossier de candidature ;
  - b. concerner des activités définies dans le dossier de candidature qui sont nécessaires à la réalisation du projet et à l'atteinte de ses objectifs, produits et résultats et être incluses dans le budget du dossier de candidature ;
  - c. être raisonnables, justifiées et conformes aux règles applicables de l'UE et du programme. En l'absence de règles au niveau de l'UE ou du programme, ou encore dans les domaines qui ne sont pas précisément règlementés, les nationales ou les rèales institutionnelles conformes aux principes de bonne gestion financière s'appliquent;
  - d. être encourues et payées par le chef de file ou les partenaires du projet et justifiées par des documents qui permettent leur identification et leur vérification ;
  - e. être identifiables, vérifiables, plausibles, déterminées conformément aux principes comptables pertinents, et enregistrées dans

#### Article 4

#### Duration of the contract

- 1. Notwithstanding the project duration and without prejudice to the provisions concerning the implementation of the project and the eligibility of expenditure, the terms of this contract apply starting from the date of the project's approval decision, and expire in accordance with audit and archiving obligations defined in Article 140 of Regulation (EU) no 1303/2013.
- 2. The managing authority will inform the lead partner of the start date of the period referred to in paragraph 1 of Article 140 of Regulation (EU) no 1303/2013.

#### Article 5

# Eligibility of expenditure

- 1. The subsidy will only be paid to the lead partner for eligible expenditure. In order to be deemed eligible, project expenditure shall:
  - a. relate to activities and costs which are carried out, incurred, and paid from the date of the approval decision to the project end date as indicated in the application form;
  - b. relate to activities set out in the application form which are necessary for carrying out the project and achieving the project's objectives, outputs and results, and are included in the budget of the application form;
  - be reasonable, justified, and comply with the applicable EU and programme rules. In the absence of rules set at EU or programme level or in areas that are not precisely regulated, national or institutional rules, in accordance with the principles of sound financial management, apply;
  - d. be incurred and paid out by the lead partner or project partners and be substantiated by proper evidence allowing identification and checking;
  - be identifiable, verifiable, plausible, determined in accordance with the relevant accounting principles, recorded in a separate accounting



- un système de comptabilité séparé ou avec un code comptable adéquat ;
- f. être vérifiées par un contrôleur de premier niveau conformément à l'article 125(4) du règlement (UE) n° 1303/2013.
- 2. Par dérogation à l'article 5.1 (a) à (e), des méthodes de coûts simplifiés peuvent être prévues dans le manuel du programme. C'est le cas notamment des frais de bureau et administratifs éligibles au titre du projet qui sont calculés en appliquant un taux fixe de 15 % à la fraction éligible des charges directes de personnel supportées par les partenaires du projet.
- 3. Le non-respect par le chef de file et/ou les partenaires du projet des règles applicables dans l'article 5.1 peut conduire les autorités du programme à imposer des mesures correctives et à exclure du budget du projet toute dépense inéligible, et à demander le remboursement de tout ou partie de la subvention payée
- 4. Sans approbation préalable de l'autorité de gestion, le budget du projet peut être modifié au niveau des lignes budgétaires ou du budget des partenaires, sous réserve du strict respect de la règle de flexibilité de 20 % indiquée dans le manuel du programme et du montant maximal de la subvention défini dans le dossier de candidature, et à condition que les modifications respectent les critères définis dans l'article 5.1.
- 5. Les frais de préparation sont fixés forfaitairement à 15 000 € de dépenses éligibles totales et inclus dans le budget du chef de file. Le financement FEDER ou norvégien (c.-à-d. 12 750 € pour les partenaires de l'UE et 7500 € pour les partenaires norvégiens) sera payé au chef de file en même temps que le premier rapport d'avancement. Le chef de file doit indiquer dans la convention de partenariat comment le montant forfaitaire correspondant aux coûts de préparation sera partagé entre les partenaires du projet et doit verser les sommes correspondantes en conséquence dès leur réception.
- 6. Pour les projets du 4ème appel, les coûts liés aux activités de la phase 2 sont fixés forfaitairement en fonction du nombre de politiques publiques qui doivent être suivies par le partenariat selon les montants indiqués dans le manuel programme. Le financement FEDER OU norvégien sera payé au chef de file en même temps que le dernier rapport d'avancement à condition que les produits de la phase 2 soient réalisés conformément aux exigences du manuel du programme. Le chef de file doit indiquer dans la convention de partenariat comment le montant forfaitaire lié à la phase 2 sera partagé entre les

- system or with an adequate accounting code:
- f. be verified by a first level controller in accordance with Regulation (EU) no 1303/2013, Article 125(4).
- By derogation to Article 5.1 (a) to (e), simplified costs options may be indicated in the programme manual. As an example, the eligible office and administrative expenditure for the project are calculated by applying a flat rate of 15 % to the eligible direct staff costs of project partners.
- 3. Non-compliance by the lead partner and/or project partners with the rules set out in Article 5.1 may lead the programme authorities to impose corrective measures and exclude, from the budget of the project, any ineligible expenditure, and to request repayment of all or part of the subsidy paid out.
- 4. Without prior approval of the managing authority, the project is entitled to deviate from the budget, at budget line, and project partner budget level, provided that any deviation is strictly in accordance with the 20% flexibility rule specified in the programme manual and provided always that the total maximum subsidy as set out in the application form is never exceeded and that any deviations meet the criteria set out in Article 5.1.
- 5. Preparation costs are fixed as a lump sum of EUR 15,000 total eligible expenditure and included within the lead partner budget. The corresponding ERDF or Norwegian funding (i.e. EUR 12,750 for EU partners and EUR 7,500 for Norwegian partners) will be paid to the lead partner together with the first progress report. The lead partner shall lay down in writing in the project partnership agreement how the lump sum relating to the preparation costs is to be shared among the project partners and disburse the amounts accordingly upon receipt.
- 6. For 4th call projects, the costs linked to phase 2 activities are fixed as a lump sum defined in relation to the number of policy instruments to be monitored by the partnership in accordance with the amounts indicated in the programme manual. The corresponding ERDF or Norwegian funding will be paid to the lead partner together with the last progress report, provided that the outputs of phase 2 are delivered in accordance with the programme manual requirements. The lead partner shall lay down in writing in the project partnership agreement how the lump sum relating to phase 2 is to be shared among



partenaires du projet et doit verser les sommes correspondantes en conséquence dès leur réception. the project partners and disburse the amounts accordingly upon receipt.

#### Article 6

#### Soumission électronique

- Conformément à l'article 122 du règlement (UE) n° 1303/2013, tous les échanges d'information entre le chef de file et les autorités du programme s'effectueront au moyen de systèmes d'échange électronique de données. En conséquence, la soumission des rapports d'avancement et des demandes de modifications s'effectuera au moyen du système d'échange électronique de données du programme, appelé iOLF.
- Le système d'échange électronique du programme doit être utilisé conformément aux conditions générales publiées sur le site internet iOLF.

#### Article 7

#### Performance du projet et du programme

- Si un ou plusieurs objectifs, produits, résultats, tels qu'ils sont définis dans le dossier de candidature ne sont pas atteints, l'autorité de gestion peut demander la mise en place de mesures correctives pour garantir la performance du projet et limiter l'impact de ces défaillances au niveau du programme.
- Si le projet ne respecte pas les dispositions contractuelles relatives à la mise en œuvre du projet par rapport aux délais, au budget ou aux produits définis dans le dossier de candidature, le programme peut réduire la subvention allouée au projet et, si nécessaire, mettre fin au projet en résiliant le contrat.
- Les montants de la subvention qui ne sont pas demandés en temps et en heure par rapport aux montants indiqués dans les prévisions de dépenses incluses dans le dossier de candidature pourront être perdus.

#### Article 8

# Demandes de paiement, rapports d'avancement et modifications du projet

 Le chef de file doit se conformer aux règles et délais indiqués dans le manuel du programme

#### Article 6

### Electronic submission

- In accordance with article 122 of Regulation (EU)
  no 1303/2013, all exchanges of information
  between the lead partner and the programme
  authorities shall be carried out by means of
  electronic data exchange systems. Accordingly,
  the submission of progress reports and requests
  for changes shall be done by using the electronic
  data exchange system of the programme, called
  iOLF.
- The electronic exchange system shall be used in compliance with the terms and conditions published on the iOLF website.

#### Article 7

#### Project and programme performance

- If one or more expected objectives, outputs or results as set out in the application form are not successfully reached, the managing authority may request corrective measures to be put in place to ensure project performance and to minimise the impact of any such failure at programme level.
- If the project fails to respect the contractual arrangements on delivery in time, delivery to budget and delivery of outputs as defined in the application form, the programme may reduce the subsidy allocated to the project and, if necessary, stop the project by terminating this contract.
- Subsidy payments not requested in time and in full as indicated in the spending plan included in the application form may be lost.

#### Article 8

# Financial claims, reporting progress and changes in project

 The lead partner will comply with the rules and deadlines described in the programme manual



- pour ce qui concerne la soumission des rapports d'avancement, y compris le rapport final, et les modifications du projet.
- 2. Une demande de réaffectation budgétaire dérogeant à la règle de flexibilité budgétaire de 20 % indiquée dans l'article 5.4 peut être effectuée auprès de l'autorité de gestion une seule fois pendant la durée du projet, conformément à la procédure de demande de modification décrite dans le manuel du programme.
- Les paiements au chef de file seront uniquement faits en euros (EUR; €) et transférés sur le compte indiqué par le chef de file dans le rapport d'avancement.
- 4. Conformément à l'article 132 du règlement (UE) n 1303/2013, les paiements de la subvention peuvent être suspendus en partie ou en totalité en cas de non-conformité avec les règles du programme ou de soupçon d'irrégularité.

# Responsabilités, représentation des partenaires et obligations du chef de file

- 1. Le chef de file s'engage, conformément à l'article 13 (2) du règlement (UE) n° 1299/2013, à :
  - a. définir avec les partenaires du projet leurs responsabilités respectives dans le cadre d'une convention de partenariat comprenant notamment les modalités de recouvrement des sommes indûment versées;
  - b. garantir la bonne gestion financière du budget;
  - c. assumer la responsabilité d'assurer la mise en œuvre de l'ensemble du projet;
  - d. s'assurer que les dépenses présentées par tous les partenaires du projet ont bien été engagées pour mettre en œuvre le projet et correspondent aux activités définies d'un commun accord par l'ensemble des partenaires et indiquées dans le dossier de candidature;
  - e. s'assurer que les dépenses présentées par le chef de file et les partenaires du projet ont été vérifiées par un contrôleur de premier niveau dans le respect des exigences de contrôle de leur État membre ou de la Norvège, en application de l'article 125 (4) du règlement (UE) 1303/2013;
  - f. faire en sorte que le transfert de la subvention au profit des autres partenaires du projet

- with regard to the submission of progress reports, including final report, and request for changes in the framework of the project.
- 2. A request for a budget reallocation for modifications not falling within the 20% budget flexibility rule referred in Article 5.4 may be made to the managing authority once during the project duration, in accordance with the request for change procedure described in the programme manual.
- Payments to the lead partner will be made in euro (EUR; €) only and transferred to the account specified by the lead partner in the progress report.
- In compliance with Regulation (EU) 1303/2013, Article 132, payments of the subsidy can be suspended partially or in full in cases of noncompliance with the programme rules or suspicion of an irregularity.

#### Article 9

# Liabilities, representation of partners and obligations of the lead partner

- The lead partner shall, in compliance with Article 13 (2) of Regulation (EU) No 1299/2013:
  - a. establish with the project partners the division of the mutual responsibilities in the form of a project partnership agreement including inter alia the arrangements for recovering amounts unduly paid;
  - b. guarantee the sound financial management of the budget;
  - assume responsibility for ensuring the implementation of the entire project;
  - d. ensure that expenditure presented by all project partners has been incurred for the implementation of the project and corresponds to the activities agreed between all the partners indicated in the application form;
  - e. ensure the expenditure presented by the lead partner and project partners has been verified by a first level controller according to the control requirements of their EU Member State or of the Kingdom of Norway, in compliance with Regulation (EU) 1303/2013, Article 125 (4);
  - f. ensure the transfer of subsidy to the project partners as quickly as possible and in full.



- s'effectue le plus rapidement possible et dans son intégralité.
- Le chef de file garantit qu'il peut légalement conclure ce contrat et représenter l'ensemble des partenaires participant au projet.
- 3. Le chef de file doit fournir à tous les autres partenaires une copie de la version signée du contrat de subvention, et doit s'assurer que les partenaires du projet respectent les dispositions de ce contrat. Le chef de file sera responsable de tout défaut, violation, défaillance ou le nonrespect, par lui-même et par ses partenaires, des termes de ce contrat. L'autorité de gestion sera de même responsable pour toute violation ou non-respect de ses obligations découlant de ce contrat ou de toute autre document visé à l'article disposition n'affecte responsabilités des Etats membre de l'UE, du Royaume de Norvège et de tout autre acteur pertinent en vertu du cadre juridique détaillé à l'article 1.
- 4. Le chef de file est responsable vis-à-vis de l'autorité de gestion pour la valeur totale de la subvention payée. Si un ordre de recouvrement est émis pour le remboursement total ou partiel de la subvention à l'autorité de gestion, ou à tout organisme identifié par l'autorité de gestion comme pouvant recevoir ce remboursement, le chef de file devra respecter la procédure spécifique du programme pour le remboursement de la subvention, définie dans le manuel du programme.
- 5. En vertu de l'article 122.2 du règlement (UE) 1303/2013 et de l'article 27.3 du règlement (UE) 1299/2013, si le chef de file ne parvient pas à se faire rembourser par les autres partenaires du projet ou si l'autorité de gestion ne parvient pas à se faire rembourser par le chef de file, après avoir utilisé tout moyen raisonnable conformément au point 5.4 du Programme de Coopération et à la procédure de recouvrement des irrégularités, l'Etat membre ou l'Etat tiers sur le territoire duquel le bénéficiaire concerné est situé doit rembourser à l'autorité de gestion toute somme indûment versée à ce bénéficiaire. L'Etat membre de l'UE ou l'Etat tiers (la Norvège) sur le territoire duquel le bénéficiaire intéressé est situé est en droit d'entreprendre toute action judiciaire qu'il jugera nécessaire à l'encontre du bénéficiaire concerné afin de recouvrer la somme indûment versée, selon les règles de compétence juridictionnelle nationales et conformément à tout accord que l'Etat membre de l'UE ou le Royaume de Norvège peut avoir conclu avec ce bénéficiaire.

- The lead partner guarantees that it has sufficient authority to enter into this contract and to represent all project partners participating in the project.
- 3. The lead partner shall provide all other project partners with a copy of the signed version of the subsidy contract, and shall ensure that the project partners comply with its provisions. The lead partner will be liable for any default, breach, failure or non-compliance to the provisions of this contract by the lead partner and/or the project partners. The Managing Authority will be similarly liable for any breaches or failures to comply with its obligations deriving from this contract or from any other document referred to in article 1. This provision is without prejudice to the liabilities of the EU Member States or of the Kingdom of Norway and other stakeholders involved based on the legal framework detailed in article 1.
- 4. The lead partner is liable to the managing authority for the total value of the subsidy paid out. In the event of a recovery order for full or partial reimbursement of the subsidy to the managing authority or such organisation identified by the managing authority as the party that should receive such reimbursement, the lead partner shall comply with the specific programme procedure for the reimbursement of the subsidy as set out in the programme manual.
- 5. According to article 122.2 of Regulation (EU) 1303/2013 and article 27.3 of Regulation (EU) 1299/2013, if the Lead Partner does not succeed in securing repayment from other project partners or if the Managing Authority does not succeed in securing repayment from the lead partner after having used all reasonable endeavours in accordance with point 5.4 of the Cooperation Programme and the procedure for the recovery of irregularities, the EU Member State or third country on whose territory the beneficiary concerned is located shall reimburse the Managing Authority any amounts unduly paid to that beneficiary. The EU Member State or third country (Norway) on whose territory the concerned beneficiary is located shall be entitled to undertake any legal action that it may deem necessary towards the concerned beneficiary in order to recover the unduly paid amount, based on national jurisdiction rules and in accordance with any agreement the EU Member State or the Kingdom of Norway may have entered into with the beneficiary.



- 6. Outre les obligations déjà énoncées pour le chef 6. In addition to the obligations of the lead partner de file, ce dernier s'engage à :
  - utiliser tout moyen raisonnable pour récupérer rapidement tout montant FEDER indûment perçu, conformément au point 5.4 du Programme de Coopération et à la procédure de recouvrement des irrégularités, informer l'Autorité de Gestion sur les progrès de cette démarche.
  - b. mettre en œuvre le projet conformément à la description qui en est faite dans le dossier de candidature ;
  - c. informer l'autorité de gestion, conformément aux exigences du manuel du programme, de toute modification concernant les données de contact, la replanification des activités ou les écarts budgétaires;
  - d. informer immédiatement l'autorité de gestion de tout changement concernant le statut juridique des partenaires du projet ;
  - e. informer l'autorité de gestion immédiatement de tout changement dans la situation juridique, financière, technique, organisationnelle ou patrimoniale du chef de file ou de l'un des partenaires du projet susceptible d'affecter substantiellement la mise en œuvre du contrat ou de remettre en cause la décision d'attribuer la subvention.
  - f. informer immédiatement l'autorité de gestion si les coûts sont réduits, si l'une des conditions de versement cesse d'être remplie, ou de l'existence de circonstances qui pourrait conduire l'autorité de gestion à réduire la subvention ou en exiger le remboursement en tout ou en partie ou à résilier ce contrat.
- 7. L'autorité de gestion n'accepte aucune responsabilité pour toutes les conséquences découlant de la mise en œuvre du projet, de l'utilisation de la subvention et/ou du retrait de la subvention.

- as already stated, the lead partner, undertakes:
  - a. to use all reasonable endeavours to promptly recover any irregular ERDF amount unduly received by a project partner, in accordance with point 5.4 of the Programme Co-operation and Procedure for the recovery of irregularities, and report on progress to the managing authority;
  - b. to implement the project according to the description in the application form;
  - c. to inform the managing authority according to the requirements of the programme manual of any changes in the contact information, the rescheduling of activities and on budget deviations:
  - d. to inform the managing authority immediately of any changes in the project partners' legal
  - e. to inform the managing authority immediately if a change to the lead partner's or a project partner's legal, financial (incl. insolvency), technical, organisational or ownership situation is likely to affect the implementation of the contract substantially or may call into question the decision to award the subsidy.
  - f. to inform the managing authority immediately if costs are reduced, or one of the disbursement conditions ceases to be fulfilled, or circumstances arise which may entitle the managing authority to reduce subsidy or to demand repayment of the subsidy wholly or in part or to terminate this
- 7. The managing authority accepts no liability for any consequences which come from the running of the project, the use of the subsidy, and/or the withdrawal of the subsidy.

#### Partenariat du projet

- 1. Seules les dépenses payées et encourues par les partenaires du projet sont éligibles à la subvention.
- 2. Conformément à l'article 13(2) du règlement (UE) nº 1299/2013, les relations entre les partenaires du projet et le chef de file doivent être régies par une convention de partenariat signée par tous les partenaires du projet.

#### Article 10

#### Project partnership

- 1. Only expenditure paid and borne by the project partners is eligible for the subsidy.
- 2. In accordance with Regulation (EU) 1299/2013, Article 13(2), the relationship between the project partners and the lead partner shall be governed by a project partnership agreement signed by all project partners. The allocation of



L'affectation des tâches et les responsabilités et obligations respectives des partenaires du projet sont précisées dans cette convention de partenariat.

tasks, mutual responsibilities and obligations among the project partners are specified in this project partnership agreement.

#### Article 11

# Droits d'audit, d'évaluation et d'archivage des documents

- La Commission européenne, l'Office européen de lutte anti-fraude, la Cour des comptes européenne et, pour les responsabilités qui leur incombent, les organismes pertinents des États membres de l'UE et du Royaume de la Norvège ou d'autres autorités du programme sont habilitées à auditer l'utilisation correcte des fonds par le chef de file ou les partenaires du projet, ou à faire réaliser ce type d'audit par des personnes autorisées.
- Le chef de file et les partenaires du projet produiront l'ensemble des documents requis pour l'audit, fourniront toutes les informations utiles et donneront accès à leurs locaux professionnels.
- Conformément aux articles 56 et 57 du règlement (UE) 1303/2013, le chef de file s'engage à fournir aux experts et organes indépendants procédant à l'évaluation du projet tout document ou information nécessaire pour en faciliter la réalisation.
- 4. Le chef de file doit s'assurer que chacun des partenaires du projet archive les documents relatifs à la mise en œuvre du projet pour toute la durée requise par l'article 140 du règlement (UE) n° 1303/2013.L'autorité de gestion informera le chef de file de la date de démarrage de la période visée au paragraphe 1 de l'Article 140 du Règlement (UE) no 1303/2013 en temps voulu. Cette période peut être interrompue dans des cas dûment justifiés et, dans ce cas, se poursuit après cette interruption. Dans l'hypothèse où la loi fixe d'autres délais de conservation légaux éventuellement plus longs, ces derniers demeurent inchangés.
- 5. Conformément à l'article 140 du règlement (UE) n° 1303/2013 (Archivage des documents), le chef de file doit s'assurer que tous les documents sont conservés :
  - a soit sous forme d'originaux;
  - soit comme des copies certifiées conformes des originaux;
  - c sur des supports de données communément admis contenant les versions électroniques des documents originaux ou des documents existants uniquement en version électronique.

#### Article 11

# Audit rights, evaluation of the project and archiving of documents

- The European Commission, the European Anti-Fraud Office, the European Court of Auditors and, within their responsibility, the relevant bodies of the EU Member States and of the Kingdom of Norway or other programme authorities are entitled to audit the proper use of funds by the lead partner or by project partners or arrange for such an audit to be carried out by authorised persons.
- The lead partner and project partners will produce all documents required for the audit, provide necessary information and give access to their business premises.
- In accordance with Regulation (EU) 1303/2013, Articles 56 and 57, the lead partner undertakes to provide to independent experts or bodies carrying out any project evaluation, all documents or information necessary to assist the evaluation.
- 4. The lead partner will ensure that each of the project partners archives documents related to the project implementation for the period required by and in compliance with Regulation (EU) No 1303/2013 Article 140. The managing authority will inform the lead partner of the start date of the period referred to in paragraph 1 of Article 140 of Regulation (EU) no 1303/2013 in due time. This period might be interrupted in duly justified cases and will resume after any such interruption. Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected.
- 5. In accordance with Regulation (EU) No 1303/2013, Article 140 (the archiving of the documents) the lead partner must ensure that all documents are kept either:
  - a. in their original form;
  - b. as certified true copies of the originals;
  - on commonly accepted data carriers including electronic versions of original documents or documents existing as electronic version only.



- Indépendamment de ce qui précède, les formats d'archivage doivent respecter les exigences juridiques nationales.
- Le chef de file doit faire en sorte que lui-même et les différents partenaires du projet respectent pleinement et en temps et en heure les obligations susmentionnées.

# Notwithstanding the foregoing, the archiving formats have to comply with national legal requirements.

The lead partner must guarantee that both the lead partner and all project partners comply fully and in due time to the above-mentioned obligations.

#### Article 12

#### Information et communication

- Toutes mesures d'information et de communication destinées aux groupes cibles, aux groupes cibles potentiels et au grand public doivent respecter les dispositions du Règlement (UE) 1303/2013, Annexe XII 2.2 et les règles spécifiées dans le manuel du programme.
- 2. Sauf indication contraire de l'autorité de gestion, tout avis ou publication se rapportant au projet, sous quelque forme et par quelque moyen que ce soit, y compris Internet, doit indiquer qu'il reflète uniquement l'opinion de l'auteur et que les autorités du programme déclinent toute responsabilité pour l'utilisation pouvant être faite des informations qu'il contient.
- Les autorités du programme seront autorisées à publier, sous quelque forme et par quelque moyen que ce soit, y compris Internet, les informations suivantes :
  - a. le nom et les coordonnées du chef de file et des partenaires du projet,
  - b. le nom du projet,
  - c. une synthèse des activités du projet,
  - d. les objectifs du projet et de la subvention,
  - e. les dates de début et de fin du projet,
  - f. le montant de la subvention et le budget total du projet,
  - g. la localisation géographique de la mise en œuvre du projet,
  - h. les rapports d'avancement, y compris le rapport final.
- 4. Le chef de file s'engage à adresser au secrétariat conjoint, sur demande de toute autorité du programme, un exemplaire de tout document de communication et d'information produit. Le chef de file autorise en outre le secrétariat conjoint, l'autorité de gestion et la Commission européenne à utiliser ces supports pour montrer comment la subvention est utilisée.
- Toute campagne de communication, intervention dans les médias ou autre forme de publicité

#### Article 12

#### Information and communication

- Any information and communication measures aimed at target groups, potential target groups and the general public must comply with the provisions of Regulation (EU) 1303/2013, Annex XII 2.2 and with the rules specified in the programme manual.
- 2. Unless differently required by the managing authority, any notice or publication in relation to the project, made in any form and by any means, including the internet, must state that it only reflects the author's views and that the programme authorities are not liable for any use that may be made of the information contained therein.
- The programme authorities shall be authorised to publish, in any form and by any means, including the internet, the following information:
  - a. the name and contact details of the lead partner and of the project partners,
  - b. the project name,
  - c. a summary of the project activities,
  - d. the objectives of the project and the subsidy,
  - e. the project start and end date,
  - the amount of the subsidy and the total budget of the project,
  - g. the geographical location of the project implementation,
  - h. progress reports including the final report.
- 4. The lead partner undertakes, upon request by any of the programme authorities, to send a copy of any communication and information material produced to the joint secretariat. The lead partner furthermore authorises the joint secretariat, the managing authority and the European Commission to use this material to showcase how the subsidy is used.
- Any communication campaign, media appearance, or other publicity of the project shall



relative au projet devra être communiquée au secrétariat conjoint pour une éventuelle mise à jour du site internet ou autre promotion de l'information.

 Le projet doit respecter les exigences concernant le site internet du projet décrites dans le manuel du programme. be communicated to the joint secretariat for potential website updates or showcases.

The project is obliged to comply with the requirements for the project website as described in the programme manual.

#### Article 13

### Droits de propriété intellectuelle

- Tous les droits de propriété intellectuelle (tangibles ou intangibles) qui découlent du projet seront la propriété du chef de file et des partenaires du projet; le chef de file et les partenaires du projet sont habilités à faire valoir les droits de propriété qui découlent du projet au titre de la convention de partenariat convenue entre les parties.
- 2. Nonobstant les termes de l'article 13.1, les résultats du projet doivent être mis à disposition du grand public gratuitement par le chef de file et les partenaires du projet. L'autorité de gestion et toute autre partie prenante pertinente du Programme (points de contact nationaux, Commission européenne) peuvent les utiliser pour des actions d'information et de communication dans le cadre du programme.
- Si des droits de propriété intellectuelle et industrielle antérieurs existent en relation avec le projet, ils seront strictement respectés à condition d'être notifiés par écrit à l'autorité de gestion par le chef de file et les partenaires du projet.

#### Article 14

## Résiliation du contrat et recouvrement

- L'autorité de gestion est habilitée à résilier ce contrat et à demander un remboursement de la subvention en tout ou partie s'il est avéré que :
  - a. tout ou partie de la subvention a été utilisée à des fins autres que celles envisagées dans ce contrat; ou
  - b. la subvention a été obtenue suite à des déclarations fausses ou incomplètes ou en produisant des documents falsifié; ou
  - c. le chef de file ou un partenaire du projet a omis de signaler immédiatement des événements retardant ou empêchant la mise en œuvre du projet financé, ou toute circonstance conduisant à sa modification ; ou

#### Article 13

### Intellectual property rights

- All intellectual property (whether tangible or intangible) that derive from the project will be the property of the lead partner and the project partners; the lead partner and project partners are entitled to establish the property rights deriving from the project under the project partnership agreement entered into by the parties.
  - 2. Notwithstanding the terms of Article 13.1, the results of the project have to be made available to the general public free of charge by the lead partner and project partners. The managing authority and any other relevant Programme stakeholder (such as the national points of contact, the European Commission) may use them for information and communication actions in respect of the programme.
- If there are pre-existing intellectual and industrial property rights which are made available to the project, these will be fully respected provided that they are notified by the lead partner and project partners to the managing authority in writing.

#### Article 14

# Termination of the contract and recovery

- The managing authority is entitled to terminate this contract and to demand repayment of the subsidy in whole or in part, if it has evidence that:
  - a. all or part of the subsidy was used for purposes other than those envisaged in this contract; or
  - the subsidy has been obtained through false or incomplete statements, or through forged documents; or
  - the lead partner or a project partner has failed to report within a reasonable time events delaying or preventing the implementation of the project funded, or any circumstances leading to its modification; or



- d. par rapport au dossier de candidature, il s'est produit un changement substantiel dans la nature, l'échelle, la propriété, les coûts, les délais, le partenariat ou l'achèvement de la mise en œuvre du projet; ou
- e. le chef de file ou l'un des partenaires du projet a empêché ou entravé les contrôles et audits;
- f. le chef de file ou l'un des partenaires du projet a omis de soumettre les informations demandées dans les délais prévus ; ou
- g. une procédure d'insolvabilité est engagée contre les actifs du chef de file et/ou de l'un des partenaires du projet ou est rejetée car les actifs ne sont pas suffisants pour permettre le recouvrement des créances, à la condition que cette situation soit de nature à empêcher ou compromettre la réalisation des objectifs du programme, ou encore en cas de fermeture de l'entité du chef de file ou de l'un des partenaires du projet; ou
- h. le chef de file ou l'un des partenaires du projet est en situation de faillite ou liquidation, de règlement judiciaire, de concordat préventif, de cessation d'activité, ou dans toute situation analogue résultant d'une procédure de même nature existant dans les législations et réglementations nationales; ou
- toute règle du programme, loi ou règlement a été violé par le chef de file ou l'un des partenaires du projet; ou
- j. un changement dans la situation juridique, financière, technique, organisationnelle ou patrimoniale du chef de file ou de l'un des partenaires du projet est susceptible d'affecter substantiellement la mise en œuvre du contrat ou de remettre en cause la décision d'attribuer la subvention; ou
- k. sous réserve des dispositions de l'article 15 de ce contrat, le chef de file ou un partenaire du projet vend, donne en leasing ou loue tout ou partie des produits /résultats du projet à un tiers ; ou
- I. le chef de file et les partenaires du projet reçoivent des fonds supplémentaires de l'Union européenne pour tout ou partie des dépenses du projet déclarées dans le cadre du programme durant la période de mise en œuvre du projet.
- Si l'autorité de gestion exerce son droit de résiliation au titre de cet article 14, le chef de file doit, dans un délai d'un mois, transférer le montant requis par l'autorité de gestion sur le compte bancaire du programme indiqué dans

- d. with reference to the application form a substantial change in the nature, scale, ownership, costs, timing, partnership or completion of the project implementation has occurred: or
- e. the lead partner or any project partner has impeded or obstructed controls and audits; or
- f. the lead partner or a project partner has failed to submit requested information within given deadlines; or
- g. insolvency proceedings are instituted against the assets of the lead partner and/or any of the project partners or insolvency proceedings are dismissed due to lack of assets for cost recovery, provided that this appears to prevent or risk the implementation of the programme objectives, or the lead partner or any of the project partners closes down; or
- h. if the lead partner or a project partner is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations; or
- i. any programme rules, laws or regulations have been breached by the lead partner or any project partner; or
- j. a change to the lead partner's or a project partner's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the contract substantially or calls into question the decision to award the subsidy; or
- k. subject to the provisions of Article 15 of this contract, the lead partner or a project partner wholly or partly sells, leases or lets the project outputs/results to a third party; or
- the lead partner and the project partners receive additional funding from the European Union for all or part of the project expenditure reported under the programme during the period of the implementation of the project.
- If the managing authority exercises its right of termination under this Article 14, the lead partner must transfer the amount requested by the managing authority within one month to the programme bank account specified in the



- l'ordre de recouvrement émis par l'autorité de gestion à l'attention du chef de file.
- Tout retard de remboursement par le chef de file donne lieu à des intérêts à compter de la date d'exigibilité et jusqu'à la date du paiement effectif à un taux déterminé conformément à l'article 147 du règlement (UE) n° 1303/2013.
- 4. Si l'autorité de gestion résilie le contrat conformément à l'article 14.1 avant que le montant total de la subvention n'ait été payé au chef de file, tous les paiements relatifs à la subvention seront interrompus et le chef de file ne pourra pas prétendre au paiement du solde de la subvention.
- 5. Si le chef de file ou un partenaire du projet omet de restituer les sommes indûment versées dans un autre projet financé par le programme Interreg Europe, l'autorité de gestion est en droit de déduire les sommes FEDER dues par le chef de file ou par le partenaire de projet concerné de tout paiement restant à effectuer au titre du présent projet.
- Après résiliation, les obligations du chef de file (entre autres, celles énoncées aux articles 4, 9, 11, 14, 15 et 16) continuent à s'appliquer.
- 7. Chaque partie peut décider de résilier la convention moyennant un préavis écrit de trois (3) mois à compter de la réception du courrier par l'autre partie. La résiliation prendra effet à la fin de la période de préavis, sauf si les parties en décident autrement par écrit.
- 8. Les dispositions précédentes n'affectent en rien les autres voies de recours.

- recovery order issued to the lead partner by the managing authority.
- Any delay in effecting repayment by the lead partner shall give rise to interest on account of late payment, starting on the due date and ending on the date of actual payment. The interest rate will be determined in accordance with Article 147 of Regulation (EU) 1303/2013.
- 4. If the managing authority terminates the contract in accordance with Article 14.1 before the full amount of the subsidy has been paid to the lead partner, all payments of the subsidy will be discontinued and the lead partner shall not be entitled to claim payment of the remaining amount of the subsidy.
- 5. If a lead partner or project partner fails to return unduly paid funds in another project funded by the Interreg Europe programme, the managing authority has the right to withdraw the corresponding ERDF relating to the lead partner or project partner in question from any open payment in this project.
- After termination, the lead partner's obligations (inter alia Articles 4, 9, 11, 14, 15 and 16) continue to apply.
- 7. Each party can decide to terminate the contract with a three (3) months written notice from the receipt of the letter by the other party. The termination will take effect at the end of the notice period unless the parties agree otherwise in writing.
- Any further legal claims shall remain unaffected by the above provisions.

### Succession légale et cession des droits

- L'autorité de gestion est en droit, à tout moment, de céder les droits qui lui sont reconnus par le présent contrat. En cas de cession, l'autorité de gestion en informera le chef de file sans délai.
- Le chef de file n'est autorisé à transférer ou céder à un tiers ses obligations et droits provenant du présent contrat qu'avec le consentement écrit préalable de l'autorité de gestion.
- En cas de succession légale, le chef de file est tenu de transférer au successeur légal l'ensemble des obligations supportées au titre de ce contrat. Le chef de file doit au préalable notifier immédiatement l'autorité de gestion de toute modification, par écrit.

#### Article 15

# Legal succession and assignment of rights

- The managing authority is entitled at any time to assign its rights under this contract. In case of assignment the managing authority will inform the lead partner without delay.
- The lead partner is allowed to transfer or assign to a third party its obligations and rights stemming from this contract only after receipt of prior written consent of the managing authority.
- In cases of legal succession, the lead partner is obliged to transfer all duties under this contract to its legal successor. The lead partner shall notify immediately the managing authority about any change beforehand and in writing.



# Réclamations et conflits

- 1. Pour toute réclamation déposée contre une décision prise par une ou plusieurs autorités du programme, le chef de file doit suivre la procédure indiquée dans le manuel du programme.
- 2. Tout litige entre les parties qui ne pourrait être résolu à l'amiable concernant leur relation contractuelle précisément. et. plus l'interprétation, l'exécution et la résiliation du présent contrat, sera porté devant le Tribunal administratif de Lille qui aura compétence exclusive, lorsque toutes les autres voies sont épuisées, même lorsque la procédure implique une garantie d'une tierce partie ou une pluralité de défendeurs.

#### Article 17

### Législation applicable

- Tribunal administratif de Lille aura compétence exclusive.
- 2. Conformément à la loi française n° 94-665 du 4 août 1994, une version française du contrat doit être prévue. Les versions anglaise et française du présent contrat font foi. Les parties contractantes pourront se prévaloir des dispositions des deux versions.

#### Article 18

#### **Autres dispositions**

- 1. Toute correspondance avec le secrétariat conjoint et l'autorité de gestion entrant dans le cadre du présent contrat doit être adressée en anglais aux contacts du secrétariat conjoint précisés sur le site internet du programme.
- 2. Si une disposition de la présente convention devait s'avérer totalement ou partiellement inapplicable, les parties au présent contrat s'engagent à la remplacer par une disposition applicable se rapprochant le plus possible de l'objectif de la disposition inapplicable.
- 3. Les avenants ou modifications apportées à ce contrat, y compris ses annexes, ne seront applicables qu'à la condition d'être approuvées par écrit par les autorités du programme appropriées.

#### Article 16

#### Complaints and disputes

- In case of a complaint following a decision taken by one or more programme authorities, the lead partner has to follow the procedure laid down in the programme manual.
- Any dispute between the parties which could not resolved amicably concerning contractual relationship and, more specifically, the interpretation, performance and termination of this contract, shall be referred to the Administrative Tribunal of Lille (Tribunal administratif de Lille) which shall have exclusive jurisdiction, once all other practical routes have been exhausted, even when proceedings involve a third party guarantee or more than one defendant.

#### Article 17

### Applicable law

- 1. Ce contrat est régi par la loi française. Le 1. This contract is governed by French law. The Administrative Tribunal of Lille (Tribunal administratif de Lille) shall have exclusive jurisdiction.
  - According to French law number 94-665 of the 4 August 1994, a French version of the contract has to be set. The English and French versions of the present contract are in force. The contracting parties will be able to invoke the provisions of the two versions.

#### Article 18

#### Other provisions

- All correspondence with the joint secretariat and managing authority under this contract must be in the English language and has to be sent to the joint secretariat contact details specified on the programme web-site.
- If any provision in this contract should be wholly or partly ineffective, the parties to this contract undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.
- Amendment or modification to this contract, including its annexes, will only be effective if they have been agreed in writing by the appropriate programme authorities.



# Signatures

Ce contrat est émis en trois exemplaires. Chaque exemplaire doit être signé par le chef de file et par Each original must be countersigned by the lead l'autorité de gestion.

Article 19

# Signatures

partner and by the managing authority.



Project Acronym: INNO4.0 Index Number: PGI06094 Version Number: 1

#### PART A - Project summary

A.1 Project ider	ntification						
Project title	Improving innovation	Improving innovation delivery of policies within 4.0 industry in Europe.					
		72 / 300 charact	ers				
Project	INNO4.0						
acronym		7 / 22 charact	ers				
Name of the	Regional Developm	ent Agency Posavje (RDA Posavje)					
lead partner organisation in English							
Specific	1.2. Improving inno	vation delivery policies					
objective Project duration	Phase 1 Duration	24 Months					
	Phase 2 Duration	12 Month					
	Total No. months	36					

#### A.2 Project abstract

Due to different factors as the relocation of work to Asia, the industry contribution to the EU economy is declining. This reflects the necessity to transform the current industry sector into a smarter one. Nevertheless, the European Innovation Scoreboard 2017 shows that SMEs with innovative products or processes have decreased 18 points since 2010 and not all EU countries are at the same level of innovation and smart specialization.

Therefore, it is essential to introduce the necessary changes in current policies to get a real smart transformation of the European industry, with the final aim of being more competitive and reaching the target set by the European Commission of boosting manufacturing's share of GDP from 15% to 20% by 2020.

On the other hand, Clusters have been proven to have a reticular effect to introduce changes in the European industry. The European Cluster Panorama 2016 shows that wages in more developed clusters are close to 3% higher than in industries not located in such regional hotspots. Thus, changing regional clusters policies will trigger the transformation of the industry in a larger scale.

For that reason, INNO4.0 project aims to increase rate of clusters that develop activities to support the transformation towards Industry4.0 by 2022 through the improvement of regional and national policies.

INNO4.0 proposes to establish a strategic work group with the aim to share best practices related with cluster activities and the promotion of Industry4.0 to develop a European Blueprint as a policy guide towards clusters4.0.

The development of INNO4.0 will achieve as key outputs a regional SWOT analysis in 10 EU regions, the identification of at least 30 best practices related with clustering and industry4.0, one European Blueprint towards clusters4.0 and 10 Action Plans to introduce improvements in addressed policy instruments.

1,886 / 2,000 characters

#### A.3 Project budget summary

The Project budget summary does not include the phase 2 budget, which will be added before the final approval of the project.

Programme Funding				Partner Contributions			Total Budget	
	Amount	Funding Rate	Public Contribution	Private Contribution	Total Contribution	i otal Budget		
ERDF	1,417,254.85	0.79 %	114,324.90	256,471.25	370,796.15	Total eligible to ERDF	1,788,051.00	
Norway	0.00	0.00 %	0.00	0.00	0.00	Total Norway	0.00	
INTERREG Europe	1,417,254.85	0.79 %	114,324.90	256,471.25	370,796.15	Total INTERREG Europe	1,788,051.00	
							0.00	
						Grand Total	1,788,051.00	



Project Acronym: INNO4.0 Index Number: PGI06094 Version Number: 1

#### A.4 Overview of project partners

N°	Organisation	Country		Partner Budget	
1	Regional Development Agency Posavje (RDA Posavje)	<b>i</b> SI	Programme Funding	Partner Contribution	Total
			127,712.50	22,537.50	150,250.00
2	ecoplus. The Business Agency of Lower Austria	<b>■</b> AT	Programme Funding	Partner Contribution	Total
			203,872.50	35,977.50	239,850.00
3	Ministry of Economics of the Republic of Latvia	<b>≡</b> LV	Programme Funding	Partner Contribution	Total
			105,056.60	18,539.40	123,596.00
4	Innovative business association of furniture manufacturers and related in the Murcia Region - AMUEBLA	<u></u> ES	Programme Funding	Partner Contribution	Total
			142,252.50	47,417.50	189,670.00
5	Business and innovation Centre of Beira Interior	■ PT	Programme Funding	Partner Contribution	Total
			204,213.75	68,071.25	272,285.00
6	RISE Research Institutes of Sweden AB	<b>≅</b> SE	Programme Funding	Partner Contribution	Total
			167,145.00	55,715.00	222,860.00
7	SLOVAK BUSINESS AGENCY	<b>™</b> SK	Programme Funding	Partner Contribution	Total
			104,796.50	18,493.50	123,290.00
8	West-Pannon Regional and Economic Development Public Nonprofit Ltd.	<b>=</b> HU	Programme Funding	Partner Contribution	Total
			106,403.00	18,777.00	125,180.00
9	Romanian Cluster Association - CLUSTERO	<b>■</b> RO	Programme Funding	Partner Contribution	Total
			89,400.00	29,800.00	119,200.00
10	Buckinghamshire Business First	₩UK	Programme Funding	Partner Contribution	Total
			166,402.50	55,467.50	221,870.00

#### Lead partner confirmation

By submitting the application form the lead partner hereby confirms that:

- The information provided in this application is accurate and true to the best knowledge of the lead partner.
- The project is in line with the relevant EU and national legislation and policies of the countries involved.
- The lead partner and the project partners will act according to the provisions of the relevant national and EU regulations, especially regarding structural funds, public procurement, state aid, environment and equal opportunities, as well as the specific provisions of the programme.
- No expenditure related to the above mentioned project has been, is or will be funded by any other EU funded programme, except for partners that do not receive funding directly from the Interreg Europe programme.



Project Acronym: INNO4.0 Index Number: PGI06094 Version Number: 1

Partner 7						
Partner role in the project	Partner					
Name of organisation in original language	SLOVENSKÁ PODNIKATEĽSKÁ AGENTÚRA					
				32 / 200 characters		
Name of organisation in English	SLOVAK BUSINESS AGENCY					
				22 / 200 characters		
Department/unit/division (if	Department of International projects					
applicable)				36 / 200 characters		
Legal status	Public body or body governed by public law	Type of partner	Business support organisation			
Address	Karadžičova 2					
				14 / 200 characters		
Town	Bratislava	Postal code	821 09			
	11 / 200 characters			6 / 200 characters		
Country	Slovakia (SLOVENSKO)					
NUTS 1 level	SLOVENSKO					
NUTS 2 level	Bratislavský kraj					
NUTS 3 level Bratislavský kraj						
Legal representative	Mgr. Martin Holák, PhD.					
				23 / 200 characters		
Contact person 1	Jana Bieliková					
				14 / 200 characters		
Phone office	00421 2 203 63 373	Mobile (optional)				
	18 / 200 characters			0 / 200 characters		
Email	bielikova@sbagency.sk	Website (optional)				
	21 / 200 characters			0 / 200 characters		
Contact person 2 (optional)				- /		
				0 / 200 characters		
Phone (optional)	0.4000 1	Email (optional)		0./000 /		
	0 / 200 characters			0 / 200 characters		
Partner financed through the Investment for Growth and Jobs programme (article 96 (3d) of Regulation (EU) No 1303/2013)	No					