



**Partnership agreement between the Lead Partner and its project partners for the  
implementation of the project  
#R033, North Sea Baltic Connector of Regions (NSB CoRe)  
of Interreg Baltic Sea Region**

Having regard to

- REGULATION (EU) No 1299/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal, Article 13(2),
- The cooperation programme “Interreg Baltic Sea Region” (CCI 2014TC16M5TN001) - hereinafter referred to as **programme**,
- The Interreg Baltic Sea Region Programme Manuals, hereinafter referred to as **Programme Manuals**,
- The Agreement on the Management, Financial and Control Systems of the programme made between the countries participating in the programme and the Investitionsbank Schleswig-Holstein, hereinafter referred to as **IB.SH**,
- The Agreement on Management, Control and Audit concerning beneficiaries located outside the Programme area of the Interreg Baltic Sea Region Programme 2014-2020 (Agreement according to Article 20(2)(c) of Regulation EU (No) 1299/2013) made between the partner countries to the programme and the IB.SH,
- The subsidy contract for the implementation of the project **#R033, North Sea Baltic Connector of Regions (NSB CoRe)** of Interreg Baltic Sea Region (hereinafter referred to as **subsidy contract**), in particular Article 5(4) thereof,
- The latest version of the project data available in the electronic Monitoring System (hereinafter referred to as **project data**). These data derive from the original application selected by the Monitoring Committee, and comprise subsequent changes to the original project setup approved by the IB.SH. All decisions on project selection and changes to the project setup including their enclosures form an integral part of the subsidy contract,



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

**Uudenmaan liitto - Helsinki-Uusimaa Regional Council**

with its official address at Esterinportti 2 B, 00240 Helsinki, Finland

and represented by Ossi Savolainen

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

and

**Samorząd Województwa Mazowieckiego – Self-Government of Mazowieckie Voivodeship**

with its official address at Jagiellońska 26, 03-719 Warszawa, Poland

represented by Adam Struzik

and listed in the project data as **project partner no° 9**

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

for the implementation of the project #R033, North Sea Baltic Connector of Regions, NSB CoRe approved by the Monitoring Committee of Interreg Baltic Sea Region on 19.11.2015 (hereinafter referred to as project).

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## **Article 1**

### **Subject of the agreement**

1. Subject of this agreement is the organisation of a partnership and the stipulation of provisions in order to ensure a sound implementation of the project.
2. The subsidy contract between the IB.SH (acting as Managing Authority and Joint Secretariat of Interreg Baltic Sea Region) and the LP dated 20.06.2016 for the implementation of the project - including annexes, amendments, and supplements, as well as the body of rules and regulations it is based on and refers to - is considered to be an integral part of this agreement. The subsidy contract and any addendum to the subsidy contract shall be attached to this agreement as Annex I.

## **Article 2**

### **Duration of the agreement**

1. This agreement shall take effect retrospectively from the date the subsidy contract entered into force (cf. Article 13(1) of the subsidy contract), i.e. from 20.06.2016. In case project activities are carried out in the phase after the day of the selection by the Monitoring Committee 19.11.2015 but before the entry into force of the subsidy contract and this agreement, the provisions of this agreement shall already apply to this phase of project implementation.
2. It will remain in force until complete fulfilment of the LP and PPs' obligations under this agreement and the subsidy contract.

## **Article 3**

### **Project objectives, project partnership**

1. The LP and the PPs commit themselves in doing everything in their power to jointly implement the project in accordance with the project data and to support one another with the aim to reach the objectives of the project. This also includes the commitment to produce qualitative outputs and to achieve the results set in the project data.
2. The PPs entitle the LP to represent the PPs in the project. They commit themselves to undertake all steps necessary to support the LP in fulfilling its obligations specified in the subsidy contract and in this agreement. However, this representation does not imply the right to make legally binding declarations on behalf of the PP without prior written mandate.

## **Article 4**

### **Obligations of the Lead Partner**

1. The LP shall be responsible for the overall coordination, management and implementation of the project. It shall fulfil all obligations arising to the LP from Article 13(2) and (3) of the Regulation (EU) No 1299/2013, the subsidy contract including the body of rules and regulations it bases on and refers to, as well as the Programme Manuals. That means in particular:



- a) complying with the rules on eligibility of expenditure as stipulated in Article 3 of the subsidy contract,
  - b) providing progress reports to IB.SH, requesting and receiving payments from IB.SH in accordance with Article 4 of the subsidy contract,
  - c) complying with the obligations defined in Articles 5 and 6 of the subsidy contract,
  - d) carrying out publicity measures in accordance with Article 7 of the subsidy contract,
  - e) ensuring that any repayment is made in accordance with Article 8(2) and (3) of the subsidy contract,
  - f) assisting any audit or evaluation and retaining all files, documents and data related to the project in accordance with Article 9 of the subsidy contract,
  - g) complying with the rules on assignment, liability, dispute settlement and communication as determined in Articles 10 - 13 of the subsidy contract.
2. In addition to the responsibilities of the LP stipulated in this article, specific obligations of the PPs (cf. Article 5 of this agreement) do also apply to the LP.
3. The LP shall take all steps needed to ensure a sound financial management (as defined by Article 27(1), 27(2) of Council Regulation (EC, Euratom) No 1605/2002) of the Project and so:
- b) monitor the spending of the Project's budget, including the utilisation of the budget flexibility as defined in the Programme Manual,
  - c) give a regular account of the Project's expenses to the IB.SH through a financial report (as part of the periodic progress reports) as defined in the subsidy contract which was validated by the LP's first level controller,
  - d) receive payments of the programme co-financing from the IB.SH on behalf of the partnership. If there are no justified reasons, the LP shall transfer the relevant shares to the PPs as soon as possible but not later than within 30 days after the receipt of the payment. Payments made by the LP to each individual PP may not exceed the amount specified for each PP in the latest Project data form. Moreover, at any stage of the proceedings, none of the PPs shall be able to lay claim to any financial payment whatsoever until the LP has itself received the corresponding financial contributions to full extend from the IB.SH,
  - e) manage and verify appropriate spending of the co-financing awarded and if needed and accepted by the LP submit to the IB.SH applications for budget changes,
  - f) establish an accounting and control system for the whole project in complete conformity with the financial provisions of the Community and the Operational Programme to ensure that the expenditure presented by the LP and the PPs has been incurred for the purpose of implementing the project and results from the planned activities. This accounting and control system shall also ensure that any cash in-flows are recorded and that any revenues earned by the LP or the PPs in the context of the project are deducted from the eligible expenditure.

4. Moreover, the LP shall ensure the quantitative and qualitative delivery of the planned activities, outputs and results, on the basis of which the subsidy contract was concluded, and so:
- a) ensure the implementation of project activities as planned in the latest Project data form and in accordance with the decisions of the Monitoring Committee, the IB.SH, as well as the provisions of the subsidy contract,
  - b) give a regular account of the project's progress to the IB.SH through an activity report (as part of the periodic progress reports) as defined in the subsidy contract,
  - c) monitor on an on-going basis all project related activities undertaken by the PPs in accordance with the requirements of the Operational Programme and the Programme Manual,
  - d) provide a central repository for all administrative project paper work and electronic data (reports, claims, etc.).
5. Finally, the LP should ensure a proper information flow within the project and so:
- a) provide the PPs with access to the copies of all relevant documents submitted to the IB.SH (esp. subsidy contract, progress reports, requests for project changes) and keep the PPs informed on a regular basis of all relevant communication with the programme implementing bodies,
  - b) notify the PPs immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the project.

## **Article 5**

### **Obligations of the project partners**

1. Each PP undertakes to comply with the body of rules and regulations referred to in Article 1 of the subsidy contract (including any amendments made to these rules and regulations) as well as relevant national regulations and all other rules applicable to the PP. That means in particular:
- a) completing all activities foreseen in the detailed work plan, as well as setting up and fulfilling the quality criteria for the main outputs (cf. Article 8 of this agreement),
  - b) complying with the rules on eligibility of expenditure as provided for in the Programme Manuals and in line with Article 3 of the subsidy contract,
  - c) guaranteeing a sound financial management of its budget as indicated in the last approved version of the project data,
  - d) in accordance with Article 11 of this agreement, providing proof of progress in the implementation of project activities and the achievement of outputs and submitting a validation on the eligibility of the project-related expenditure by an independent first level controller, as defined in the programme manual designated/approbed by the respective country (first level controller) and submitting to the LP copies (in pdf format) of the validated progress and financial reports immediately after presenting them through electronic Monitoring system.
  - e) upon request within two weeks submitting to the LP the accounting reports or other documents, including copies of all pieces of evidence (receipts, invoices or accounting documents of equivalent probative value, documents related to tender, bank statements, etc.) (cf. Article 11 of this agreement),



- f) assuming responsibility in the event of any irregularity noticed by the JS/MA/IB.SH in the expenditure it has declared, whether or not the PP accepts the complaint,
- g) assuming responsibility in the event of any irregularity in the expenditure it has declared,
- h) repaying the LP any amounts unduly paid and complying with any request for repayment by the IB.SH and/or the LP based on Article 8(2) of the subsidy contract and Article 14 of this agreement,
- i) being responsible for information and communication measures for the public as referred to in Article 18 of this agreement,
- j) keeping the ownership of project outputs having the character of investments in infrastructure or productive investments within the period of time and under the conditions set in Article 71 of Regulation (EU) No 1303/2013 of the European Parliament and of the Council,
- k) keeping available all its documents related to the project. In line with the requirements of the Programme Manuals, each PP is obliged to retain for audit purposes all files, documents and data about the project, in particular all supporting documents regarding expenditure cofinanced by the programme for a period of three years starting from the date that the IB.SH communicates to the LP individually according to Article 140(2) of Regulation (EU) No 1303/2013 of the European Parliament and of the Council. This period shall be interrupted either in case of legal proceedings or by the duly justified request of the European Commission. Further each PP shall keep all documents related to any aid granted under the de minimis Regulation or the General Block Exemption Regulation (cf. Article 1 of the subsidy contract) for a period of 10 fiscal years from the entry into force of the subsidy contract. Other possibly longer statutory retention periods as might be stated by national law remain unaffected. These obligations shall persist even if the PP is excluded from the project or the PP has withdrawn from the project (cf. Article 13(1), 15(1) of this agreement).

2. By signing this agreement, each PP declares that it:

- a) is familiar with and adheres to the content of the subsidy contract and the provisions it bases on and refers to; this includes the rules defined in Article 8 of the subsidy contract, which entitle the IB.SH to terminate the subsidy contract and/or to demand repayment of the co-financing in full or in part,
- b) is familiar with and adheres to the latest approved version of the project data,
- c) undertakes to inform the LP immediately about all circumstances that delay, hinder or make impossible the realisation of the project as well as all circumstances that mean a change of the disbursement conditions or which would entitle the IB.SH to terminate the subsidy contract, to discontinue payments or to demand repayment of the co-financing in full or in part (cf. Article 8 of the subsidy contract).

## Article 6

### Central Coordination Team

1. In accordance with the description of the strategic project management in work package 1 'Management and administration' of the project data, the LP, in agreement with the PPs, shall set up a Central Coordination Team (hereinafter referred to as CCT) responsible for monitoring the



implementation of the project. The CCT shall be set up within 6 months after the decision of the Monitoring Committee of Interreg Baltic Sea Region on project selection. The establishment of the CCT shall be without prejudice to the obligations of the LP and the PPs as determined in this agreement.

2. The CCT consists of representatives from each partner organization and meets in the occasion of the project's interregional activities. The CCT is chaired by the LP.
  
3. CCT decisions will be taken through consensus whenever possible. When no consensus can be reached within two weeks' time, the lead partner takes decision in writing. If requested by any project partner the lead partner shall seek the opinion of the JS/MA/IB.SH before taking the decision. Decision with regard to request for the exclusion and addition of partners will be taken by 2/3 majority, the Lead Partner having two votes.
  
4. The LP can decide to set up task forces in order to support the work of the CCT and facilitate the implementation of the project.

#### **Article 7**

##### **Co-operation with third parties**

1. In case a party to this agreement cooperates with third parties including external service providers to implement the project, it shall remain solely responsible concerning compliance with its obligations as set out in this agreement. The LP shall be informed by any PP about the subject and party of any contract concluded with such third party.
  
2. No party to this agreement is entitled to assign its rights and obligations under this agreement without the prior consent of the other parties to this agreement and the approval of the IB.SH (cf. Article 10 of the subsidy contract).
  
3. Co-operation with third parties including external service providers shall be undertaken in accordance with the public procurement procedures and State aid rules determined in the programme, the Programme Manuals and in national and EU legislation.

#### **Article 8**

##### **Detailed work plan and quality criteria**

1. Based on the work plan included in the latest project data, the LP and the PPs have developed a detailed work plan, including the operational structure and responsibility for the different work packages and their administration, as well as containing a numbered list of specific activities with a detailed description and timeframe for each individual partner activity that shall be realised in the framework of the project. The detailed work plan shows how the planned activities lead to the production of outputs and to the achievement of results as listed in the latest version of the project data. The detailed work plan is attached to this agreement as Annex II.
  
2. By the attached detailed work plan, each activity to be realised in the framework of the project is assigned either to the LP or to one of the PPs. The LP and the PPs adhere to this plan.

3. During the first six months of the project implementation, the LP and the PPs shall set up quality criteria for the main outputs in line with the requirements of the Programme Manuals. These criteria have to be presented to the IB.SH together with the first progress report and shall become an integral part of the detailed work plan. The LP and all PPs are aware that the IB.SH will check the quality of main outputs against these criteria. In case of non-fulfilment of the criteria the IB.SH is entitled to terminate the subsidy contract and demand repayment in accordance with Article 8(1)(c) of the subsidy contract.
4. Any request for an amendment of the detailed work plan shall be agreed by the LP and the PPs. The PPs shall inform the LP immediately in case any need for an amendment occurs. The rules on changes in the approved project set-up as determined in the Programme Manuals and in the subsidy contract will be observed by the partnership.
5. Each PP shall inform the LP immediately about any factors that could lead to any deviation in the detailed work plan, especially those that could cause temporary or final discontinuation of the project.

## **Article 9**

### **Detailed project budget, LPs and PPs contributions**

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



## **Article 10**

### **Detailed spending plan**

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

## **Article 11**

### **Request for payments, reporting**

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



Partner progress report	Reporting period		Deadline for submission to the LP
	Start date	End date	
1	20.11.2015	31.10.2016	15.12.2016
2	1.11.2016	30.4.2017	15.6.2017
3	1.5.2017	31.10.2017	15.12.2017
4	1.11.2017	30.4.2018	15.6.2018
5	1.5.2018	31.10.2018	15.12.2018
6	1.11.2018	30.4.2019	15.6.2019

The PPs are also aware of the time limits concerning a request for postponement of a deadline for submission of a progress report and the right of the IB.SH to consider consequences in case a progress report is delayed. Payments by the PP not requested in time and in full may be lost according to the Article 4 of the subsidy contract.

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

5. In case a PP ascertains that it will be behind schedule with its contribution to the progress report as defined in Article 4 of the subsidy contract, the PP shall immediately inform the LP; such an information must not be submitted later than 15 working days before the actual deadline for submission of the given partner progress report. The PP concerned and the LP, supported by the other parties to this agreement, shall make any effort to jointly sort out the problem causative for the default. If necessary, the LP shall submit a request for postponement of the deadline for submission of the progress report to the IB.SH in accordance with Article 4 of the subsidy contract.
6. In case a PP does not comply with the requirement to inform the LP, does not sort out any problem causative for the default (e.g. does not repeatedly react to emails or calls or is repeatedly absent from meetings or otherwise does not cooperate as PP), is responsible for not meeting a deadline for a request for postponement according to Article 4 of the subsidy contract, or such a request is not approved by the IB.SH, the LP shall be entitled to exclude the partner progress report (activity report and financial report) in the relevant reporting period from the progress report the LP is obliged to submit to the IB.SH according the subsidy contract.
7. In order to proceed with the analysis of progress and final reports, each PP must provide additional information if the LP or the IB.SH deem that necessary. Additional information requested by the IB.SH shall be collected and sent by the LP within the time frame demanded by the IB.SH.
8. Similar to the right of the IB.SH as laid down in Article 4(5) of the subsidy contract, the LP reserves the right not to accept – in part or in full – expenditure validated by PPs' first level controllers if - due to the results of the LP's own checks and/or controls or audits performed by another authority (e.g. the first level controller of the LP) – the validation or the facts stated therein prove to be incorrect or if the underlying activities are not in line with the legal framework as set out in Article 1 of the subsidy contract. In such a case, the LP will either reduce the requested payment, demand repayment of

funds already paid out unduly or set them off against the next payment request submitted by the PP, if possible and in accordance with Article 132 of Regulation (EU) No 1303/2013.

9. The co-financing awarded by the subsidy contract and paid to the account of the LP following its request for payment according to Article 4 of the subsidy contract, shall be redistributed between the relevant PPs to accounts indicated by the PPs. No deduction, retention or further specific charges which would reduce the amount of a share claimed by a PP in accordance with these rules shall be made by the LP. Any exchange rate risk shall be borne by the respective PP.

## **Article 12**

### **Liability**

1. The LP and each PP is solely liable for the statements/commitments made in its partner declaration which is attached to the latest project data.
2. No party to this agreement shall be held liable for not complying with obligations ensuing from this agreement and its annexes in case of force majeure. In such a case, the party concerned must announce this immediately in writing to the LP and other parties to this agreement. The LP shall immediately inform the IB.SH. that a delay has been caused by Force Majeure. If the consequences of Force Majeure for the project are not overcome within two weeks' time after such notification and this may impact the proper development and execution of the project, the transfer of tasks or other necessary measures shall be decided by the LP if allowed by the IB.SH. which is the final decision making body.

## **Article 12a**

### **Indemnification**

1. Within the partnership, each party to this agreement shall hold harmless the other parties and indemnify them from liabilities, damages and costs resulting from the non-compliance of its individual duties and obligations as set forth in this agreement and its annexes.
2. If any claims for damages, costs, expenses, repayment are asserted against the LP by IB.SH asserting that IB.SH has a claim for repayment against the LP on account of Article 8 subsidy contract or Article 27(2) 1st sentence of Regulation (EU) No 1299/2013, the PP shall indemnify the LP without delay from these claims of IB.SH, including the reasonable costs of the legal defence of LP, and offer the LP the necessary assistance in its legal defence.
3. This Article shall have no effect on the claim of the LP against the PP stipulated in Article 14(1).



### Article 13

#### Non-fulfilment of obligations

1. In case a PP repeatedly does not fulfil its obligations stipulated in the subsidy contract, this agreement and the respective annexes, the LP may decide to exclude the PP from the project, with approval of the Monitoring Committee of Interreg Baltic Sea Region. The LP shall without delay inform the IB.SH of such decision. In case the exclusion is approved by the Monitoring Committee of Interreg Baltic Sea Region, the PP is obliged to refund to the LP any programme funds received by the day of exclusion for which it cannot prove that they were used for the implementation of the project according to the rules of eligibility of expenditure. The refund is payable within 30 working days from the PP to the LP account.
2. In case of non-fulfilment of obligations of a PP having financial consequences for the funding of the project as a whole, the LP may demand compensation to cover the sum involved.

### Article 14

#### Recovery of amounts unduly paid

1. Each partner shall be responsible itself for the rightfulness of the expenses submitted for the purpose of receiving subsidies. It shall be obliged to repay any amount of subsidies unduly paid.
2. In case the IB.SH demands from the LP, in full or in part, repayment of the co-financing already paid to the LP because of Article 8(4) or Article 8 subsidy contract (cf. Article 27(2), 1<sup>st</sup> sentence of Regulation (EU) No 1299/2013), each PP is obliged to transfer its portion of any amount unduly paid to the LP, if the amount has already been paid to the respective PP (amount reclaimed).  
The LP shall without delay inform the PPs by forwarding a copy of the letter by which the IB.SH has asserted the repayment claim (cf. Article 8(2) of the subsidy contract). Moreover, the LP shall notify each PP in writing (including by telefax or email) of the amount repayable to the account of the LP.
3. Taking into account the due date stated in the letter of the IB.SH as referred to in Article 8(2) of the subsidy contract, the amount reclaimed according to Article 14(1) is due within two weeks following the date of the receipt of the letter, telefax or email according to Article 14(2). Any delay in effecting repayment shall give the LP rise to interest on account of late payment, starting on the due date and ending on the value day of actual repayment to the accounts of the LP. In accordance with Article 8(2), last sentence, of the subsidy contract, the interest rate shall be one-and-a-half percentage points above the rate applied by the European Central Bank in its main refinancing operations on the first working day of the month in which repayment by the PPs to the LP is due. Financial charges incurred by the repayment of undue amounts shall be borne entirely by the concerned PPs.
4. No defences by PP may rise against the LP prior to payment or refund of the amount unduly paid to the PP in question if the IB.SH demands repayment of the co-financing from the LP because of Article 8 subsidy contract and/or Article 27(2) of Regulation (EU) No 1299/2013(2).
5. If the LP does not succeed in securing repayment from a PP, it shall inform the IB.SH. In case of Article 27(3) sentence 1 of Regulation (EU) No 1299/2013 the LP shall be entitled to transfer its right to demand repayment from the PP to the Member State or third country on whose territory the PP is located.



#### **Article 14a**

##### **Right to offset and retention rights**

The PP is entitled to offset or to claim retention rights only insofar as the counterclaim of the PP is acknowledged, undisputed or assessed in a legally binding judgement

#### **Article 15**

##### **Withdrawal from the partnership**

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

#### **Article 16**

##### **Applicable law**

Without prejudice to both the applicable European law and Article 12(1) of the subsidy contract, this agreement shall be governed by Finnish law, being the law of the country of the LP.

#### **Article 17**

##### **Dispute settlement**

1. The LP and the PPs sign this agreement with the intention to cooperate amicably. Should a dispute arise between the LP and the PPs or between the PPs, the parties concerned will endeavour to work towards a mutually acceptable settlement. Such disputes shall be referred to the CCT in order to reach settlement. The parties are not obliged to invoke the CCT.
2. Each and any legal dispute that may result from or in connection with this agreement, including such over the validity of this agreement itself, shall be decided by state courts. The exclusive place of jurisdiction is the District Court of Helsinki at the seat of the LP.

## **Article 18**

### **Working language, communication, publicity**

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

## **Article 19**

### **Confidentiality requirements and intellectual property rights**

1. The LP and the PPs agree that any information that they will obtain during the execution of this agreement or exchange with the Monitoring Committee, the IB.SH or other bodies involved in the implementation of the Cooperation Programme or the implementation of the project, is confidential, provided that a party to this agreement or one of the bodies mentioned above explicitly requests such. The same applies, without any such request, to all information or documentation marked with "confidential".
2. The LP and the PPs commit to ensuring that all staff members involved in the implementation of the project respect the confidential nature of information, and do not disseminate it, pass it on to third parties or use it without prior written consent of the institution that provided the information.

3. This confidentiality clause shall remain in force for two years following the termination of this agreement.
4. The abovementioned rules on confidentiality shall not affect LPs and the PPs' obligation to make all outputs and results of the project available to the public and to secure public access to the project results (cf. Article 18 of this agreement). They shall also not affect the obligations stipulated in Article 9 of the subsidy contract.
5. The PPs (including the LP) agree that each project participant shall grant a simple, non-exclusive right of use of any project outcomes or other results or produced work to all other PPs. The PPs shall be entitled to use such outcomes without any financial compensation. Likewise the PPs agree to grant access rights to their background information which is necessary to the proper fulfilment of the project by other parties. Furthermore each PP shall implement its tasks in accordance with this agreement and shall bear sole responsibility for ensuring that its acts within the project do not knowingly infringe third party property rights.

## **Article 20**

### **Concluding provisions**

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



**Signatures****Helsinki-Uusimaa Regional Council****Lead Partner**

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Place and date

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Ossi Savolainen  
Regional Mayor

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Merja Vikman-Kanerva  
Director, Land Use Planning

**Project partner no° 9****Self-Government of Mazowieckie Voivodeship**

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Place and date

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Adam Struzik  
Marshal of Mazowieckie Voivodeship

**Annexes**

- I. Subsidy contract for the implementation of the project #R033, North Sea Baltic Connector of Regions, NSB CoRe of Interreg Baltic Sea Region (2014-2020) including its addenda
- II. Detailed work plan according to Article 8 in its latest version
- III. Detailed spending plan according to Article 10 in its latest version





## ANNEX III

### NSB CoRe detailed work plan of the content Work Packages 2-5

#### WP 2 Intermodal logistics

No	Group of Activities Title	Type	Output Title	Responsible	Timeline
2.1	Logistics business requirements and networking needs	output	Bottleneck, barriers and business needs summary	ILiM	5/16 - 10/17
2.2	Nodal point infrastructure analysis	output	Intermodal nodal points action plan	ILiM	5/16 - 10/17
2.3	ICT solutions for intermodal transport	output	Requirements for intermodal transport ICT solutions	IliM	05/16-10/18
<b>2.4</b>	<b>Interconnectivity and interoperability improvements</b>	<b>main output</b>	<b>NSB CoRe Interconnectivity and Interoperability Policy paper</b>	<b>IliM</b>	<b>11/17-10/18</b>
2.4.1.	Case study: study on identifying hinterland 2 <sup>nd</sup> level node connections north of Tampere	contribution 2.4	Case study report	Kvarken Council	11/16 – 5/18
2.4.2.	Case study: concept to shift freight from road to rail by higher interoperability between Kaunas Free Economic Zone and Kaunas Public Logistic Centre	contribution 2.4.	Case study report	Municipality of Kaunas District	11/16 – 5/18
2.4.3.	Case study: analysis of the logistic connections including cross-border connections	contribution 2.4.	Case study report	Marshal's Office of Podlaskie Voivodeship	11/16 – 5/18

### WP 3 Commuting Growth Corridors

No	Group of Activities Title	Type	Output Title	Responsible	Timeline
3.1	Specifying the needs and aims for the development of the Berlin-Warsaw corridor	output	"Memorandum of Understanding" on the needs and aims for the development of Berlin-Warsaw corridor	State of Berlin	5/16 – 4/18
3.1.1	Analysis of long-distance coach services from Poland, Baltic States and Russia to Berlin	contribution 3.1.	Analysis of long-distance coach services from Poland, Baltic States and Russia to Berlin	State of Berlin	11/16 – 4/18
3.1.2	Analysis of passenger flow, timetables and tariffs along the Berlin-Warsaw corridor	contribution 3.1.	Analysis of passenger flow, timetables and tariffs along the Berlin-Warsaw corridor	State of Berlin	11/16 – 4/18
3.2	Defining the framework for the development of timetables and tariffs along the Berlin-Warsaw corridor	output	Strategy paper on the development of timetables and tariffs along the Berlin -Warsaw corridor	State of Berlin	5/17 - 10/18
3.2.1	Conceptual study on timetables, tariffs and passenger communication along the Berlin -Warsaw corridor	contribution 3.2.	Conceptual study on timetables, tariffs and passenger communication along the Berlin -Warsaw corridor	State of Berlin	5/17 – 10/18
3.3	Investigating the spatial structure and the transport system along the Tallinn-Riga-Kaunas corridor	output	Spatial analysis of the Tallinn-Riga-Kaunas commuting growth corridor	Riga Planning Region	05/16- 10/17
3.3.1	Study on Rail Baltica as commuting service	contribution 3.3	Study on Rail Baltica as commuting service	Riga Planning Region, City of Tallinn	11/16 – 10/17



No	Group of Activities Title	Type	Output Title	Responsible	Timeline
3.4	Identifying development scenarios of the transport system along Tallinn-Riga-Kaunas corridor	output	Scenario paper for the Tallinn-Riga-Kaunas corridor	Riga Planning Region	11/17-10/18
3.4.1	Elaboration study of park-and-ride strategy for three railway stations in Kaunas	contribution 3.4	Elaboration study of park-and-ride strategy for three railway stations in Kaunas	Kaunas City Municipal Administration	5/17 – 5/18
3.5	Analyzing and benchmarking smart mobility services along the Tampere-Helsinki-Tallinn corridor	output	Benchmarking report on existing smart mobility concepts and service development in urban nodes	City of Hämeenlinna	5/16 – 10/17
3.5.1	Analyzing the technical project for the tram connection between Tallinn passenger port and Tallinn city center	contribution 3.5	Study on the technical project for the tram connection between Tallinn passenger port and Tallinn city center	City of Tallinn	11/16 – 10/17
3.6.	Implementing actions to introduce smart mobility services along the Tampere-Helsinki-Tallinn corridor	output	Platform for smart app for passengers along the Tampere-Helsinki-Tallinn corridor, based on open data	City of Helsinki	11/17 – 10/18
3.7	Innovation labs for smart mobility concepts and service development in urban nodes	output	Policy paper on smart mobility concepts and service development in urban nodes along the North Sea Baltic Core Network Corridor	City of Hämeenlinna	5/17 – 10/18

## WP 4 Spatial Planning for NSB CoRe Network Development

No	Group of Activities Title	Type	Output Title	Responsible	Timeline
4.1	Case studies at regional scale on improved connections between NSB CoRe corridor and 2 <sup>nd</sup> level transport systems	output and contribution to 4.2.	Case Study Reports	Latvian State Regional Development Agency/ VASAB Secretariat	11/16 - 10/18
4.1.1	Case study: spatial vision of Riga Metropolitan area mobility	contribution 4.1.	Case study report	Riga Planning Region	11/16 - 10/18
4.1.2	Case study: effects of Rail Baltica investments on the Warsaw Metropolitan area urban node	contribution 4.1.	Case study report	Self-Government of Mazowieckie Voivodeship	11/16 - 10/18
4.1.3	Case study: connecting Helsinki Airport line with NSB corridor	contribution 4.1.	Case study report	City of Helsinki	11/16 - 10/18
4.1.4	Case study: passenger traffic in Tampere-Vasa-Umeå corridor	contribution 4.1.	Case study report	Kvarken Council	11/16 - 10/18
4.2	<b>Joint transnational spatial vision on regional development, logistics and mobility of NSB CoRe corridor</b>	<b>main output</b>	<b>Joint transnational spatial vision on regional development, logistics and mobility of NSB CoRe corridor</b>	<b>Latvian State Regional Development Agency/ VASAB Secretariat</b>	<b>5/16 – 10/18</b>



## WP 5 Community Building and Branding

No	Group of Activities Title	Type	Output Title	Responsible	Timeline
5.1	Series of transnational roundtable meetings and project partner meetings as preparatory activities	main output	NSB CoRe growth strategy	Helsinki-Uusimaa Regional Council	5/16 – 4/19
5.2.	Case Rail Baltica branding	output	Rail Baltica branding report: Benchmarking and model building	Helsinki-Uusimaa Regional	5/16 – 4/19
5.3.	Collaboration with other transnational transport projects and activities	output	Transnational cooperation and joint conferences with Scandria2Act, TENTacle and Euregio	Helsinki-Uusimaa Regional Council	5/16 – 4/19



Annex III  
NSB CoRe Detailed spending plan

No	Partner	Period						Total per partner
		1	2	3	4	5	6	
		8 %	12 %	16 %	20 %	24 %	20 %	
1	Helsinki-Uusimaa Regional Council	49 847,44	74 771,16	99 694,88	124 618,60	149 542,32	124 618,60	623 093,00
2	Institute of Logistics and Warehousing	19 960,00	29 940,00	39 920,00	49 900,00	59 880,00	49 900,00	249 500,00
3	State of Berlin	22 400,00	33 600,00	44 800,00	56 000,00	67 200,00	56 000,00	280 000,00
4	State Regional Development Agency, Latvia	16 041,24	24 061,85	32 082,47	40 103,09	48 123,71	40 103,09	200 515,45
5	City of Helsinki	13 600,00	20 400,00	27 200,00	34 000,00	40 800,00	34 000,00	170 000,00
6	Riga Planning Region	9 600,00	14 400,00	19 200,00	24 000,00	28 800,00	24 000,00	120 000,00
7	Port of Hamburg Marketing Registered Association	24 459,20	36 688,80	48 918,40	61 148,00	73 377,60	61 148,00	305 740,00
8	Kaunas City Municipal administration	9 888,00	14 832,00	19 776,00	24 720,00	29 664,00	24 720,00	123 600,00
9	Self-Government of Mazowieckie Voivodeship	11 200,00	16 800,00	22 400,00	28 000,00	33 600,00	28 000,00	140 000,00
10	Investor Center Ostbrandenburg GmbH	18 399,98	27 599,98	36 799,97	45 999,96	55 199,95	45 999,96	229 999,80
11	Limowa Association	0,00	0,00	0,00	0,00	0,00	0,00	0,00
12	City of Hämeenlinna	13 600,00	20 400,00	27 200,00	34 000,00	40 800,00	34 000,00	170 000,00
13	Municipality of Kaunas District	9 599,98	14 399,98	19 199,97	23 999,96	28 799,95	23 999,96	119 999,80
14	Marshal's Office of the Podlaskie Voivodeship	7 200,00	10 800,00	14 400,00	18 000,00	21 600,00	18 000,00	90 000,00
15	City of Tallinn	13 600,00	20 400,00	27 200,00	34 000,00	40 800,00	34 000,00	170 000,00
16	Kvarken Council	11 616,00	17 424,00	23 232,00	29 040,00	34 848,00	29 040,00	145 200,00
17	Techvilla Ltd.	13 600,00	20 400,00	27 200,00	34 000,00	40 800,00	34 000,00	170 000,00
	<b>Total per period</b>	<b>264 611,84</b>	<b>396 917,77</b>	<b>529 223,69</b>	<b>661 529,61</b>	<b>793 835,53</b>	<b>661 529,61</b>	<b>3 307 648,05</b>



