

XXX, Project contract #1

Date: xxxxxxxxxx

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To xxxxxxxxxxxxxxxxxxxx

For the attention xxxxxxxxxxxxxx

Preamble

The following project contract between

the Joint Secretariat and Central Denmark Region representing the Managing Authority of the Interreg

North Sea Programme 2021-2027, the Member States and Norway as commissioned according to the Interreg Programme

and

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- hereinafter referred to as Lead Partner (LP), for xxxxxxxxxxxxxxxxxxxx]

is concluded on the basis of the following legal provisions:

Article 1: Legal framework and project contractual basis

1. The following legal provisions and document constitute the project contractual basis of this

project contract and the legal framework for the implementation of the project xxxxxxxxxxxxxxxxxxxx

- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, as further specified below;
- The Interreg programme, approved by the European Commission on 11.08.2022 (Decision No. C(2022) 5939 final) setting the programme (hereinafter referred to as Interreg North Sea Programme);
- The "Agreement to the North Sea Programme 2021-2027 and commitment to provide cofinancing" signed by the Member States and Norway
- The laws of Denmark applicable to this project contractual relationship;

2. The following laws and documents constitute the legal framework applicable to the rights and obligations of the parties to this project contract:

- Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 966/2012, together with related Delegated or Implementing Acts;

- The European Structural and Investment Funds Regulations, Delegated and Implementing

Acts for the 2021-2027 period, especially:

Regulation (EU) No 2021/1060 of the European Parliament and of the Council of 24 June 2021, laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund, and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy, and repealing Council Regulation (EC) No 1303/2013, and any amendment;

Regulation (EU) No 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund, and repealing Regulation (EC) No 1301/2013, and any amendment;

Regulation (EU) No 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial goal (Interreg) supported by the European Regional Development Fund and external financing instruments, and repealing Regulation (EC) No 1299/2013, and any amendment;

- Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC (General Data Protection Regulation, GDPR);

Articles 107 and 108 of the Treaty on the Functioning of the European Union, Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid, Regulation (EU) 2021/1237 of 23 July 2021 amending Regulation (EU) No 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty; Delegated and Implementing acts, as well as all applicable decisions and rulings in the field of state aid;

All other EU legislation and the underlying principles applicable to the LP and the PPs, including the legislation laying down provisions on competition and entry into the markets, the protection of the environment, and equal opportunities between men and women;

National rules and regulations applicable to the LP and its PPs and their activities;

Project data, comprising but not limited to latest project documentation such as application form and all project information available in the Online Monitoring System;

All guidelines and any other documents relevant for project implementation (e.g. guidance notes for the individual calls, Fact Sheets) in their latest version, as published on the programme website or handed over to the LP directly during the project implementation.

Should the above-mentioned legal norms and documents, and any other documents or data of relevance for the project contractual relationship be amended, the latest version shall apply.

According to the Interreg programme and when relevant memorandums of understanding between the EU Member States and Norway and the Managing Authority/Certifying Authority, the Joint Secretariat located in the Department for Regional Development of the Central Denmark Region, is as

Intermediate Body responsible for all of the regular financial and administrative matters as described in

the Interreg programme and is operating on behalf of the Managing Authority.

[Article 2: Award of co-financing and general conditions](#)

1. The purpose of this project contract is the award of co-financing by the MA to finance the implementation of the following project as stated in the Preamble within Interreg Flooding, Infrastructure, Evacuation, Resilience [FA], in accordance with the decision of the MC of 25 October 2023.
2. On 29/06/2023 11:11:11, Provincie Zeeland has as LP applied for a grant for the project Flooding, Infrastructure, Evacuation, Resilience [FA] on behalf of a project partnership with participants from Netherlands, Germany, Belgium, Sweden, France. The project is approved and the grant is offered according to Priority 3. A climate resilient North Sea Region, Interreg North Sea Programme.
3. The project must be completed before 15 January 2027 in accordance with the spending profile, activities, output(s) and result(s) of the approved application.
4. The LP accepts the awarded co-financing and assumes the responsibility to coordinate the implementation of the project, in due time, according to the provisions of the present project contract.
5. The co-financing is awarded exclusively for the project as described by the latest version of the project data available in the programme's Online Monitoring System as referred to in Article 1 of this document.
6. The maximum co-financing is stipulated in the latest version of the project data available in the

Online Monitoring System as referred to in Article 1 of this project contract.

Overview table

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7. The actual ERDF and Norwegian co-financing will be calculated on the basis of reported eligible expenditure only. The total amount to be paid by the MA to the LP cannot exceed the maximum amounts of co-financing approved.

The partnership will be reimbursed in accordance with the grant rates outlined in Fact Sheet 1.

8. Disbursement of the co-financing is subject to the condition that the EC make the funds available.

In the case of non-availability of funds, the MA is entitled to terminate this project contract or reduce the awarded amount of co-financing. In these cases, any claim by the LP or PPs against the MA is excluded. In such a case, the LP will be duly notified by the MA and guided on the respective steps to be taken.

9. In case of delays in the availability of funds, the MA can withhold payments until such a time as the funds are made available, and cannot be held liable for delays in payments to the project. In this case, any claim by the LP or PPs against the MA is excluded.

10. Should it become evident that the project will not spend the maximum amount of programme co-financing awarded, the relevant programme body/ies may decide to reduce the award accordingly. The specifications for such a procedure will be developed by the MC and implemented if needed.

11. Should a project fail to respect the project contractual arrangements on timeliness as indicated in the spending plan, budget absorption, visibility requirements and achievement of outputs and results, as set out in the project data, corrective measures may be put in place to ensure the project performance, as well as minimize the impact at programme level (e.g., adaptation of the project to the changed situation), following the procedures specified in Fact Sheet 20 on project progress reporting. The programme may also reduce the programme co-financing allocated to the project or, if necessary, stop the project by terminating this project contract as determined in Article 12 of this document.

Article 3: Eligibility of expenditure

1. Expenditure which qualifies for co-financing from the programme consists exclusively of eligible

expenditure. No expenditure incurred before 25 October 2023 is eligible, except for the declared preparation costs that comply with the decision of the MC. No costs except costs in relation to drawing up the final report and the final report on expenditure are eligible after the completion date - this includes costs for control. This means that no new costs can be incurred after the completion date but invoices relating to activities taking place prior to the completion date can be paid after the completion date. Rules for eligibility of project expenditure qualifying for co-interreg financing from the programme are laid down in the programme rules and outlined in the programme Fact Sheets.

2. To be co-financed by the programme, project expenditure has to comply with the methods for determining the costs of the project (real costs or simplified cost options) for each cost category as defined in the programme Fact Sheets and project data.

3. It is hereby made explicit that the project must not make use of funds from other programmes co-financed by the EU to finance the eligible costs reported to the present project.

4. The Joint Secretariat notes the following;

There are no recommendations from the MC and no recommendations outlined in the technical assessment of the Joint Secretariat.

Article 4: Reporting obligations and payment

1. The LP is entitled to request payments from the MA by following the reporting procedures defined in

FS 20 on project progress reporting. Reports submitted outside the system are invalid and will not be considered. Failure to report for a period of one year may lead to a termination of the project and procedures may be initiated to reclaim all funding already paid out. On approval of each report with a

claim for payment of ERDF and Norwegian co-funding the JS will initiate the procedures for bank transfer on a paid expenditure basis.

2. Upon satisfactory completion of reporting, co-financing will be disbursed by the relevant programme

body/ies to the account indicated in the project data. Co-financing will be disbursed in Euro (EUR, €).

Any exchange rate risk for transfer to the partners will be borne by the project partners.

3. The MA reserves the right not to accept - in part or in full - expenditure validated by controllers if - as a result of its own checks and/or controls or audits performed by another authority - the

validation or the facts stated therein prove to be incorrect, or if the underlying activities or expenditure are not in line with the legal framework as set out in this project contract.

4. The MA shall ensure that the project receives payments of the co-financing from the programme in time and in full. No deduction or retention of further specific charges which would reduce the amount of the payment shall be made without prejudice of the provisions outlined above in this article. Conversely, the ERDF contribution paid by the MA shall not exceed the share of ERDF resulting from the eligible amount verified by each responsible control authority, in compliance with the articles of this project contract.

5. If the project budget is co-financed from several funds, disbursement per fund may be made in separate instalments.

6. The final project report documenting activities, outputs and results of the project must be submitted in the Online Monitoring System no later than 3 months after the completion date given in Article 2. The content of this report must be in line with the requirements in Fact Sheet 21 on final reporting.

7. If the European Commission and/or Norway fails to make the funds available for payment of the subsidy, the Managing Authority/Joint Secretariat can at its sole discretion (i) withhold payments of the subsidy; or (ii) terminate this contract (see more in article 12).

Article 5: Modifications to the project

1. Modifications in the project shall be introduced by the LP according to the rules and procedures stated in FS 25 on project changes. Where relevant, in order to come into effect, these modifications must be approved by the relevant programme body/ies.

2. It should be noted that the number of project changes allowed during the project implementation is limited in line with FS 25 on project changes, unless otherwise agreed with the Joint Secretariat.

3. All projects funded under the Interreg North Sea Programme will be subject to a mid-term review. If the mid-term review of the project reveals unexplained and unjustified delays in the implementation the Joint Secretariat may suggest modifications to the project and seek MC approval for the implementation of these.

Article 6: Document keeping, audit and evaluation

1. Programme bodies, national bodies as well as any relevant EU body are entitled to audit the use of funds by the LP/ PPs or to arrange for such an audit to be carried out by authorised persons.

2. The LP and PPs must provide all documents required for the audit, as well as all necessary information, and give access to its business premises, as well as project-related locations.
3. The LP and PPs must also provide all necessary information and access to documents for the purpose of carrying out programme or project evaluations to any authorised evaluator.
4. The accounting systems must be able to provide detailed and complete summaries of all transactions. The accounting system must be based on supporting documents, which can be checked with the required details.
5. The LP and PPs are obliged to ensure that all files, documents and data related to the project are retained for audit purposes. The documents shall be kept for at least a 5 year retention period from 31 December of the year in which the last payment by the MA to the project is made. An exception to this rule relates to Norwegian partners and partners under a State aid scheme: all supporting documents pertaining to partners from Norway, including activities in which they are involved, plus supporting documents for partners involving any grant of state aid (including to final recipients) must be kept for ten full years from 31 December of the year in which the final payment is made to the project. You will be informed about the exact date when you end your project. This is in line with Fact Sheet 13 on documentation and the audit trail.
6. Should this project contract have been terminated, the rights and duties stipulated in this article shall, however, persist.
7. The MA has the right to withhold the payments to the LP until all required information and documentation has been delivered or made available otherwise in the required way.
8. The MA has the right to conduct sample checks in addition to the national financial control bodies' checks.
9. The MA, assisted by the JS, can at any moment request additional information and supporting documents from the LP and PPs, in order to perform its certifying tasks.
10. The MA has the right to suspend payments should the project become subject to controls or audits by the MA/JS, AA or relevant EU bodies until these controls or audits have been completed. Should the AA issue statements on the national control systems and identify problems of a systemic character, the MA has the right to suspend payments to the LP until the case has been resolved.

Article 7: Roles and responsibilities, liability

1. The LP undertakes to comply with the body of rules and regulations referred to in Article 1 of this project contract (including any amendments made to these rules and regulations), as well as relevant national regulations and all other rules applicable to the LP.
2. The LP shall assume all responsibilities laid down in Fact Sheet 14 on roles and responsibilities; in particular, the main responsibilities of the LP and the responsibilities after the project closure. It is the responsibility of the LP that all PPs are aware of their roles and responsibilities and that they are complied with.
3. The LP shall make sure that the project implementation is in line with the work plan and the approved budget, as described in the approved application form.
4. The LP shall lay down the arrangements for its relations with the PPs and liabilities in a partnership agreement that fulfils the minimum requirements stipulated in line with Fact Sheet 15 on partnership agreement. The partnership agreement is compulsory and no payments to the project can be made until the partnership agreement is completed and signed by the LP and all PPs. A copy of the signed partnership agreement should be submitted to the JS.
5. The LP undertakes to inform the MA immediately about any 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 MA to terminate this project contract, to discontinue payments or to demand repayment of the co-financing, in full or in part.
6. The LP is responsible for providing the MA with any information required and requested in terms of the project, without delay.
7. The LP shall ensure that the PPs are aware of the European, national, and programme rules on public tender, so that all project contracts awarded within the project are in line with the descriptions in Fact Sheet 12 on tender procedures.
8. The LP shall ensure that its own organisation, as well as the PPs, complies with state aid regulations in respect of receipt of this co-financing; the LP shall also ensure that its own organisation, as well as those of its partners comply with the programmes' state aid rules and guidance within Fact Sheet 16 on state aid.
9. A controller must be appointed for each partner from the start of the project. The controller must be selected in line with the relevant rules for procurement and be designated as controller of ERDF-funds or Norwegian funding, by the relevant national authorities for each partner country.

For all Swedish partners, controls must be carried out by Tillväxtverket - no other body can carry out control for Swedish project partners. For all Belgian partners, controls must be carried out by a body designated by Flanders Innovation & Entrepreneurship. For French partners, the control must only be carried out by the organisations which are selected by the respective national authority.

Article 8: Recoveries and unduly paid out funds

1. If any programme body, national body or any relevant EU body should discover any unduly paid out funds, or should the MA be notified of such cases, it shall, if necessary in consultation with the relevant national bodies of the participating countries concerned and by informing the relevant programme bodies, demand repayment of the co-financing in whole or in part from the LP.

2. The LP shall ensure that, if applicable, the PP involved repays the LP any amounts unduly paid in accordance with the partnership agreement and following the instructions of the programme.

The amount to be repaid can be withdrawn from the next payment to the LP or, where applicable, remaining payments can be suspended. In the case of closed projects or upon request by the MA for ongoing projects, the LP is obligated to transfer the unduly paid out funds to the MA.

3. Neither the MA, the JS nor the relevant member states/Norway are responsible for the LP's running of the project and accepts no liability for any consequences which comes from the running of the project, the use of the co-financing and/or the withdrawal of the co-financing.

Article 9: Information and communication, publicity and intellectual property rights

1. The LP shall ensure that the PPs comply with all publicity, communication and branding obligations according to the regulations listed in Article 1 of this document and as further specified in Fact Sheet 24 on publicity requirements.

2. In public statements (reports, publications, etc.) it must be pointed out that the project has been co-funded by ERDF through the Interreg North Sea Programme in line with Fact Sheet 24 on publicity requirements.

3. The LP takes full responsibility for the content of any notice, publication, publicity product or website content which has been developed by the LP, any of the PPs, or third parties on behalf of

the LP or the PPs. Should a third party claim compensation for damages (e.g., due to an infringement of intellectual property rights – examples of this can be found in Fact Sheet 24), the LP will indemnify the MA/JS should the MA/JS suffer any damage because of the content of the publicity and information material shared with the MA or made available on the project website.

4. On behalf of the programme bodies and of other programme promoters at national level, the MA/JS is entitled to use the outputs of the project in order to guarantee a wide spread of the project deliverables and outputs, and to make them available to the public. The LP agrees that the outputs are forwarded by the MA/JS to other programme authorities, as well as the countries participating in the programme, to use this material to showcase how the co-financing is used.

5. Any communication campaign, media appearance or other publicity of the project shall be communicated to the MA/JS for potential website updates or showcases.

6. In the spirit of cooperation and exchange, the LP and the PPs shall ensure that all the outputs and results produced as a result of the project are in the public interest and publicly available. They should be accessible and available to the general public in a usable format. The MA/JS and any other relevant programme, EU and national body can use them for information and communication purposes in the framework of the programme.

7. The LP shall ensure that all partners have relevant rights to use any pre-existing intellectual property rights, if necessary for the implementation of the project.

8. The LP shall inform the MA if there is any sensitive or confidential information, or any pre-existing intellectual property rights related to the project that must be respected.

9. The LP authorises the MA/JS to use communication and visibility material produced by the project to showcase how the co-financing is used. The LP furthermore authorises the relevant programme body/ies to forward this material to other programme bodies, programme promoters at national level, as well as Union institutions, bodies, offices or agencies. For this purpose, the LP ensures that a royalty-free, non-exclusive and irrevocable licence to use such material and any pre-existing rights attached to it is granted to the North Sea Programme and Union bodies in accordance with Annex IX of (EU) 2021/ 1060 and further specified in Fact Sheet 24 on publicity requirements.

10. The MA/JS shall be authorised to publish, in whatever form and on or by whatever medium, including the Internet, (parts of) the project data in order to fulfil its own reporting, communication and visibility obligations arising from the body of rules and regulations listed in

Article 1. Personal data shall be processed in line with the GDPR (cf. Article 13 of this document).

Article 10: Assignment, legal succession

1. The MA is entitled at any time to assign its rights to third parties under this project contract.

Should the MA decide to do so, it will immediately inform the LP.

2. The LP is allowed to assign its duties and rights to third parties under this project contract only after prior written consent from the MA.

3. In the event of legal succession, the LP shall transfer all rights and duties under this project contract to its legal successor and shall inform the MA of this legal succession. The same shall apply in case of legal succession for one or more of the PPs.

Article 11: Complaints and litigation

1. The LP is entitled to file a formal complaint on behalf of the partnership against any act and/or decision by the JS/MA/programme bodies related to the execution of this project contract.

2. This project contract is governed by and construed in accordance with the laws of Denmark. Thus, the laws of Denmark shall apply to all legal relations arising in connection with this project contract.

3. Should a dispute arise between the MA and the LP, amicable solutions or mediation procedures shall be used prior to legal proceedings.

Article 12: Termination of this project contract

1. The MA may terminate this project contract and demand the repayment of programme cofinancing, in full or in part, if:

- a) the co-financing has been obtained through false or incomplete statements, or through forged documents;
- b) the information the PPs were required to provide in the assessment and selection procedure, negotiation phase or the implementation of the project was false or incomplete;
- c) the LP fails to fulfil any condition or obligation resulting from this project contract;
- d) a partner becomes insolvent, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of bankruptcy proceedings, or proceedings concerning those matters, or is in any other analogous situation;

- e) the partners, or any related person, have committed fraud or are involved in any illegal activity detrimental to the EU's financial interests;
 - f) the termination of the participation of a project partner or a change in a project partner's status substantially affects the implementation of the project or puts into question the award decision;
 - g) the project has not been or cannot be fully implemented, or it has not been or cannot be implemented in due time;
 - h) the project significantly failed to reach the objectives, results and outputs planned in the application form, unless duly justified;
 - i) the LP has failed to submit required reports, proof or necessary information requested by the programme bodies within the set deadline, provided that the LP has received at least one written reminder setting the deadline and specifying the legal consequences of a failure to comply with the requirements;
 - j) the programme co-financing has been partially or entirely applied for purposes other than those agreed upon;
 - k) the LP has impeded or prevented the auditing of the project, or failed to retain the project documentation required for the audit;
 - l) the LP has failed to immediately report events delaying or preventing the implementation of the project, or any circumstances leading to its modification;
 - m) EU legislation and/or national legislation has been violated;
 - n) 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;
 - o) this project contract has not given rise to any payment within two years of its signature.
2. Upon termination of this project contract by the MA, the LP shall receive a written notice with necessary instruction regarding the closure of the project. Where termination of this project contract is based on paragraph 1 of this article, the MA may request full or partial repayment of amounts already paid from the co-financing, in proportion to the gravity of the irregularity in question, after allowing the LP to submit its clarification. The MA shall inform the LP by giving a 14 days written notice and without paying compensation of any kind. The amount requested by

the MA is supposed to be transferred to the programme bank account specified in the recovery order issued to the LP by the MA.

3. If the LP does not succeed in securing repayment from other PPs or if the MA does not succeed in securing repayment from the LP after having used all reasonable endeavours in accordance with the procedure for the recovery of irregularities, the EU member state or third country on whose territory the partner concerned is located shall reimburse the MA any amounts unduly paid to that partner. The member state/Norway on whose territory the concerned partner is located shall be entitled to undertake any legal action that it may deem necessary towards the concerned partner in order to recover the unduly paid amount, based on national jurisdiction rules and in accordance with any agreement the member state or Norway may have entered into with the partner.

4. In the case of force majeure; i.e., if exceptional circumstances make implementation of the project excessively difficult or dangerous, and if this project contract can no longer be executed effectively and appropriately, the parties may terminate this project contract by serving a 14 days written notice, without being required to pay indemnity. The MA may reimburse the unavoidable residual expenditures incurred during the notice period (but only for activities and expenditures that have been properly executed).

5. The LP shall be entitled to request payments from the programme only for the part of the project carried out and activities executed before the termination of this project contract.

6. This project contract may be terminated by written mutual agreement between the LP and MA.

[Article 13: Data management and data protection](#)

1. Any personal data under this project contract shall be processed by the MA/ JS or other relevant programme bodies in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural person with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation/ GDPR).

2. In accordance with Article 4 of (EU) 1060/2021, the MA, other programme bodies and the Commission shall be allowed to process personal data where necessary for the purpose of carrying out their respective obligations under the body of rules and regulations referred to in Article 1, in particular for monitoring, reporting, communication, publication, evaluation, financial

management, verifications and audits and, where applicable, for determining the eligibility of participants.

3. The MA may transfer project and /or personal data to relevant programme bodies and national authorities for the same purposes as listed in paragraph 2 of this article.

Final Provisions

1. This project contract shall enter into force on the date the last of its two parties, MA or LP, signs.

In the case of project activities carried out in the phase after the day of the selection decision by the MC but before the entry into force of this project contract as defined above, the provisions of

this project contract shall already apply to this phase of project implementation.

2. The execution period of this project contract shall end when the obligations set forth in the legal basis of this project contract are fulfilled both by the Managing Authority and the Lead Partner.

3. Amendments to the present project contract must be made in writing.

Signatures

This project contract is issued electronically in the Online Monitoring System and must be signed by the

Head of the Joint Secretariat, the Head of The Department Secretariat in the Central Denmark Region representing the intermediate body on behalf of the MA and the project's Authorised Signatory. The signature process takes place in that order and will be electronic only. The project contract will not be

valid unless signed by all three parties.

Signatures of the Joint Secretariat and the Central Denmark Region representing the Managing Authority, the member states and Norway as commissioned according to the Letter of Agreement.

Date xxxxxxxxxxxxxx

Acceptance of grant:

As Lead Partner and Authorised Signatory of the project xxxxxxxxxxxxxxxxx] I hereby accept the grant on the conditions stated in this Contract. The Lead Partner

guarantees that it is entitled to represent the project partners participating in this project. The Lead Partner guarantees furthermore that it has complied with all the relevant legal and other requirements under the law, which applies and the project partners and that all necessary approvals have been obtained.

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Christian Byrith

Joint Secretariat

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List of abbreviations

AA - Audit Authority

EC - European Commission

ERDF - European Regional Development Fund

EU - European Union

JS - Joint Secretariat

MA - Managing Authority

MC - Monitoring Committee