



RECORD Partnership Agreement

PGI05377, RECORD, Regions in Europe Coordinate and Optimize innovation and competitiveness policy instruments towaRDs improving the sustainability of transport - study case of SMEs in the railway sector

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 **PGI05377, RECORD, Regions in Europe Coordinate and Optimize innovation and competitiveness policy instruments towaRDs improving the sustainability of transport - study case of SMEs in the railway sector** as described in the application form

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

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 **PGI05377, RECORD, Regions in Europe Coordinate and Optimize innovation and competitiveness policy instruments towaRDs improving the sustainability of transport - study case of SMEs in the railway sector** approved by the monitoring committee – on *March 13th 2018*, 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:

Lead partner: i-Trans Transports Terrestres Promotion (France)

Project partners:

- Hauts de France Regional Council (Conseil Régional Hauts-de—France – France)
- ITAINNOVA – Technological Institute of Aragon (Instituto Tecnológico de Aragon – Spain)
- DITECFER – District for Rail Technologies, High Speed, Safety and Security (Distretto per le Tecnologie Ferroviarie, l’Alta Velocita e la Sicurezza delle Reti S.C.A.R.L – Italy)
- Region Västmanland (Sweden)
- Technical University of Kosice (Technicka univerzita v Kosiciach – Slovakia)

Article 2

Subject of the agreement

1. Subject of this agreement is the organisation of a partnership in order to implement the project **PGI05377, RECORD, Regions in Europe Coordinate and Optimize innovation and competitiveness policy instruments towaRDs improving the sustainability of transport - study case of SMEs in the railway sector** as indicated in the annexes. The annexes comprise:
 - the latest version of the application form approved by the programme

- the subsidy contract between the managing authority and the lead partner (Annex II),
 - Budget by budget line by partner, spending plan by partner, allocation of tasks and objectives, outputs and results by partner (Annex III),
 - Preparation costs division (Annex IV)
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.

Article 4

Eligibility of Expenditure

1. 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 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).
2. 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.

3. 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.

Article 5

Decision-making under the agreement

1. Decisions with regard to the:
 - General project activities will be taken by Steering Committee,
 - Individual activities of project partners will be taken by each partner in compliance with general project activities decisions, content of the latest version of the application form and instruction from the lead partner. The lead partner should always be kept informed with any decision taken by the partner, especially when activities imply a deviation compared to the content of the latest version of the application form.
 - General project budget will be taken by all the partners; however, no decision on the general budget project can be taken without the agreement of the lead partner, who is responsible for the project implementation and report to the programme, even if the majority vote offers a contradictory decision with regards to the lead partner decision. As a consequence, in case where a disagreement remains, the Joint Secretariat of the programme will be consulted to figure the best solution.
 - Individual budget of project partners will be taken by each partner in compliance with general project budget decisions, content of the latest version of the application form – including partner spending plan - and instruction from the lead partner.
 - Request for the exclusion and addition of partners will be taken by Steering Committee.
2. Each Member of the Steering Committee shall have one vote. Decisions will be taken by a majority of four-sixths (4/6) of the Steering Committee, A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Steering Committee may exercise a veto with respect to the corresponding decision or relevant part of the decision In case of exercise of veto, the Members of the related Steering Committee shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

Article 6

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.

Article 8

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 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:
 - a. in their original form;
 - b. as certified true copies of the originals;
 - c. on commonly accepted data carriers including electronic versions of original documents
 - d. 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. Each project partner will implement a communication and dissemination plan 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 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.
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 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 [Decision making body] 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 30 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 Technopôle Transalley, 180 rue Joseph Louis Lagrange, 59308 Valenciennes Cedex, France,

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 French Law.
2. 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.