



DRAFT

Partnership agreement for the project #C039 City Blues of Interreg Baltic Sea Region

Having regard to

- REGULATION (EU) 2021/1059 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 June 2021, Article 26(1),
- The Interreg Programme “Interreg Baltic Sea Region” (CCI 2021TC16FFTN003), hereinafter referred to as **Programme**,
- The Interreg Baltic Sea Region Programme Manual, hereinafter referred to as **Programme Manual**,
- The written acceptances according to Article 22(1), subparagraph 4, of REGULATION (EU) 2021/1059 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 June 2021 addressed by countries outside the Programme area to the IB.SH,
- The subsidy contract for the project #C039 City Blues of Interreg Baltic Sea Region (hereinafter referred to as **subsidy contract**), in particular Article 6(3) thereof,
- The approved project data (hereinafter referred to as **project data**) available in the electronic data exchange system of the Programme (hereinafter referred to as **BAMOS+**). These project data derive from the original application and its attachments (e.g. contact and bank information) selected by the Monitoring Committee and comprise subsequent changes to the original project setup as referred to in Article 5 of the subsidy contract.

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

Tampereen kaupunki – City of Tampere

with its official address at P.O. Box 487, 33101 Tampere, Finland

and represented by Jukka Lindfors

hereinafter referred to as **lead partner**. The lead partner is listed in the project data as **project partner no° 1**.

and

Malmö stad – City of Malmö

with its official address at August Palms Plats 1, 20580 Malmö, Sweden

represented by

and listed in the project data as **project partner no° 2**



and

Tartu Linnavalitsus – City of Tartu
with its official address at Raekoja plats 3, 50089 Tartu, Estonia
represented by
and listed in the project data as **project partner no° 3**

and

Universitetet i Stavanger – University of Stavanger
with its official address at Kjell Arholms gate 41, 4021 Stavanger, Norway
represented by
and listed in the project data as **project partner no° 4**

and

KWB Kompetenzzentrum Wasser Berlin gGmbH – Berlin Centre of Competence for Water gGmbH
with its official address at Cicerostaße 24, 10709 Berlin, Germany
represented by
and listed in the project data as **project partner no° 5**

and

Tallinna Tehnikaülikool – Tallinn University of Technology
with its official address at Ehitajate tee 5, 19086 Tallinn, Estonia
represented by
and listed in the project data as **project partner no° 6**

and

Aarhus kommune – Aarhus Municipality
with its official address at Karen Blixens Boulevard 7, 8220 Aarhus, Denmark
represented by
and listed in the project data as **project partner no° 7**

- each hereinafter referred to as **project partner**, all project partners named above hereinafter referred to as **project partners**,

for the project #C039 City Blues selected by the Monitoring Committee of Interreg Baltic Sea Region 20 June 2023 (hereinafter referred to as **project**).



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Article 1

Subject of the agreement

1. Subject of this agreement is organising the partnership and stipulating provisions to ensure proper 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 lead partner dated 3 November 2023, 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 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 17(1) of the subsidy contract), i.e. from 3 November 2023. In case project activities are carried out in an eligible project phase but before the entry into force of the subsidy contract and this agreement, the provisions of this agreement shall already apply to that phase.
2. This agreement will remain in force as long as the lead partner or the project partners have to fulfil obligations arising from this agreement, the subsidy contract and/or the provisions it is based on (cf. Article 1 of the subsidy contract).

Article 3

Project objectives, project partnership

1. The lead partner and the project partners commit themselves to do everything in their power to implement the project jointly according to the project data and to support one another with the aim to reach the project's objectives.
2. The project partners entitle the lead partner to represent the project partners in the project. They commit themselves to undertake all steps necessary to support the lead partner in fulfilling its obligations specified in the subsidy contract and this agreement.

Article 4

Obligations of the lead partner

1. The lead partner shall be responsible for the overall coordination, management and implementation of the project. It shall fulfil all obligations arising to the lead partner from Article 26(1) and (2) of REGULATION (EU) 2021/1059 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 June 2021, the subsidy contract including the body of rules and regulations it bases on and refers to, as well as the Programme Manual. That means in particular:
 - a) following the Programme's reporting procedures, requesting and receiving payments from IB.SH, in accordance with Article 4 of the subsidy contract,



- b) complying with the obligations defined in Articles 5 and 6 of the subsidy contract,
 - c) warranting that any person acting as a user with read, write and submit rights on project level is employed by the lead partner and at all times duly authorised to represent the lead partner and to act on its behalf in BAMOS+, in accordance with Article 7 of the subsidy contract,
 - d) maintaining the project's subpage hosted at the Programme portal, contributing to the communication activities of the Programme and complying with the visibility requirements, in accordance with Article 8 of the subsidy contract,
 - e) complying with the rules on ownership and use of deliverables and outputs, as specified in Article 9 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 10 of the subsidy contract,
 - g) ensuring that any recovery is made in accordance with Article 11 of the subsidy contract,
 - h) complying with the rules on assignment, liability, data protection, dispute settlement and communication as determined in Articles 13 to 17 of the subsidy contract.
2. In addition to the responsibilities of the lead partner stipulated in this article, specific obligations of the project partners (cf. Article 5 of this agreement) also apply to the lead partner.

Article 5

Obligations of the project partners

1. Each project partner undertakes to comply with the body of rules and regulations referred to in Article 1 of the subsidy contract as well as relevant national regulations and all other rules applicable to the project partner. That means in particular:
- a) complying with the rules on eligibility of expenditure as stipulated in Article 3 of the subsidy contract and laid down in the Programme Manual,
 - b) completing all activities, deliverables and outputs as set out in the detailed work plan (cf. Article 7 of this agreement),
 - c) respecting the rules on ownership, title, industrial and intellectual property rights, as well as the use of deliverables and outputs laid down in Article 8 of this agreement,
 - d) guaranteeing sound financial management of its budget as indicated in the project data,
 - e) in accordance with Article 11 of this agreement, following the reporting procedures defined in the Programme Manual and submitting partner progress reports in time and via BAMOS+,
 - f) complying with the Programme's communication and visibility rules as outlined in Article 12 of this agreement,
 - g) assuming responsibility in the event of any irregularity in the expenditure it has declared,
 - h) repaying the lead partner any amounts unduly paid and complying with any request for recovery by the IB.SH and/or the lead partner based on Article 11 of the subsidy contract and Article 16 of this agreement,





- i) keeping available all its documents related to the project in line with the requirements of the Programme Manual. This obligation shall persist even if the project partner is excluded from the project or the project partner has withdrawn from the project (cf. Article 14(1), 17(1) of this agreement).
2. By signing this agreement, each project partner 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 Articles 2(5), 11 and 12 of the subsidy contract, which entitle the IB.SH to reduce the amounts of Programme co-financing awarded to the project, to terminate the subsidy contract, to withhold payments, to recover Programme co-financing unduly paid and/or to suspend payments,
 - b) is familiar with and adheres to the project data,
 - c) undertakes to inform the lead partner 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 suspend payments, to reduce the amounts of Programme co-financing awarded, to recover co-financing unduly paid (cf. Article 11 of the subsidy contract) or to terminate the subsidy contract in full or in part (cf. Article 12 of the subsidy contract).

Article 6 Co-operation with third parties

1. If a party to this agreement cooperates with third parties, including external service providers, it shall remain solely responsible concerning compliance with its obligations as set out in this agreement. Any project partner shall inform the lead partner about the subject and party of any contract concluded with such a 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 13 of the subsidy contract).
3. Co-operation with third parties shall follow the public procurement procedures and State aid rules determined in the Programme Manual and national and EU legislation.

Article 7 Detailed work plan, objectives, results, outputs and deliverables

1. Based on the work plan included in the project data, the lead partner and the project partners have developed a detailed work plan, including the operational structure and responsibility for the different work packages and their administration. The detailed work plan shows how the planned activities lead to the deliverables and outputs as listed in the project data. The detailed work plan is attached to this agreement as **Annex II**.
2. Each project activity is assigned to the lead partner or one of the project partners by the attached detailed work plan. The lead partner and the project partners adhere to this plan.



3. The lead partner and all project partners are aware that the IB.SH will check whether the lead partner and project partners reached the objectives, results and outputs planned in the project data. In case the planned objectives, results and outputs are not reached, the IB.SH is entitled to terminate the subsidy contract in accordance with Article 12(1)(e) of the subsidy contract and/or to recover Programme co-financing in accordance with Article 11 of the subsidy contract.
4. The lead partner and the project partners shall agree on any amendment of the detailed work plan. The project partners shall inform the lead partner immediately if any need for an amendment occurs. The partnership will observe the rules on project changes as determined in the Programme Manual and Article 5 of the subsidy contract.
5. Each project partner shall inform the lead partner 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 8 Ownership, use of deliverables and outputs

1. Ownership, title and industrial and intellectual property rights in the deliverables and outputs of the project, as well as the reports and other documents relating to it shall, depending on the applicable national law, belong to the lead partner and/or project partners. Details on ownership, title and industrial and intellectual property rights in each deliverable and output produced by the project are laid down in **Annex III** to this agreement.
2. The ownership of investments in infrastructure or productive investments realised within the project must remain with the lead partner and/or project partners according to the timeframe as well as under the conditions set in the Programme Manual. The project partners shall inform the lead partner immediately when any of the conditions set by the Programme Manual are not met at a certain point in time.
3. In the spirit of cooperation and exchange, the lead partner and project partners shall ensure that all deliverables and outputs produced by the project are in the public interest and publicly available. They should be fully accessible and available to the general public in a usable format. The IB.SH and any other relevant programme, EU and national body can use them for information and communication purposes in the framework of the Programme.
4. Each project partner shall ensure that it has all rights to use any pre-existing intellectual property rights, if necessary for the implementation of the project.
5. If any sensitive or confidential information or any pre-existing intellectual property right related to the project must be respected, the respective project partner shall inform the lead partner in advance. The lead partner shall then agree with the IB.SH how to handle the situation.



Article 9

Detailed project budget, lead partners and project partners contributions

1. The project partners accept the detailed project budget determined in the project data, as well as the amount and composition of the earmarked Programme co-financing (non-repayable grant) awarded to the lead partner in the subsidy contract (cf. Article 2(1) to (3) thereof). Each project partner commits itself to provide its own contribution to the total project budget.
2. The detailed project budget in the project data provides detailed financial data for the lead partner and each project partner per cost category.
3. The IB.SH will calculate the co-financing from the Programme funds based on reported eligible expenditure only (cf. Article 2(4) in conjunction with Article 3 of the subsidy contract). The lead partner will pay the Programme co-financing to the project partners on the same basis.
4. The lead partner shall disburse the Programme co-financing subject to the condition that the IB.SH makes the funds available. If the IB.SH does not make the funds available, any claim by a project partner against the lead partner for whatever reason is excluded.
5. The project partners shall inform the lead partner immediately when they need a change of the project budget. The project partners shall authorise any change of the project budget as laid down in the project data before the lead partner submits the change request to the IB.SH. The partnership will observe the rules on project changes as determined in the Programme Manual and Article 5 of the subsidy contract.

Article 10

Detailed spending plan

1. Based on the spending plan for project expenditure included in the project data and corresponding to the detailed work plan (cf. Article 7 of this agreement), the lead partner and the project partners have agreed on a detailed spending plan attached to this agreement as **Annex IV**.
2. All project partners 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 IV). 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 (cf. Article 2(1) of the subsidy contract) might be reduced if the actual payment requests are less than the expected payment requests. The Programme Manual provides further details on financial planning and de-commitment.

Article 11

Request for payments, reporting

1. The project partners are aware that expenditures incurred by implementing project activities are reimbursed retrospectively. Therefore, each project partner shall apply relevant measures to maintain a sufficient level of financial liquidity to cover the project-related expenditures.



2. The project partners are entitled to request payments by following the reporting procedures defined in the Programme Manual.
3. The lead partner and project partners shall report via BAMOS+. Each project partner shall respect the terms and conditions for the use of BAMOS+. In particular, each project partner shall warrant that any person acting on its behalf as a user with read, write and submit rights is employed by the project partner and at all times duly authorised to represent the project partner in relation to all project partner responsibilities in BAMOS+ and to submit data and documents via BAMOS+ on behalf of the project partner organisation.
4. The following submission dates apply for each project partner to enable the lead partner to meet the deadlines for submission of progress reports according to Article 4(2) of the subsidy contract:

Partner report	Reporting period		Deadline for submission
	Start date	End date	
Period 1	21/6/2023	30/4/2024	1/6/2024
Period 2	1/5/2024	31/10/2024	1/12/2024
Period 3	1/11/2024	30/4/2025	1/6/2025
Period 4	1/5/2025	31/10/2025	1/12/2025
Period 5	1/11/2025	30/4/2026	1/6/2026
Period 6	1/5/2026	31/1/2027	1/2/2027

5. If a project partner ascertains it will be behind schedule with its contribution to the progress report as defined in Article 4(2) of the subsidy contract, it shall immediately inform the lead partner. The project partner must not submit such information later than the actual deadline for submission of the given partner report. The project partner concerned and the lead partner, supported by the other parties to this agreement, shall collectively sort out the problem causative for the default. If necessary, the lead partner shall submit a request for postponement of the submission deadline of the progress report to the IB.SH.
6. If a project partner does not comply with the requirement to inform the lead partner, does not sort out any problem causative for the default, is responsible for not meeting a deadline, or the IB.SH does not approve a postponement of the submission deadline, the lead partner shall be entitled to exclude the partner report from the progress report the lead partner is obliged to submit to the IB.SH according to the subsidy contract.
7. Each project partner must provide additional information if the lead partner or the IB.SH deem that necessary. If the IB.SH asked for further information the lead partner shall collect and send it within the time frame demanded by the IB.SH.
8. Similar to the right of the IB.SH as laid down in Article 4(3) of the subsidy contract, the lead partner reserves the right not to accept – in part or in full – reported expenditure if – due to the results of the lead partner's 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 body of rules and regulations as set out in Article 1 of the subsidy contract.
9. The lead partner shall redistribute the co-financing paid to its account between the relevant project partners. The lead partner shall not make any deduction or retention or levy further specific charges that would reduce the amount claimed by a project partner in accordance with these rules. Project partners whose currency is other than Euro shall bear any exchange rate risk.



Article 12

Communication and visibility

1. Each project partner shall ensure compliance with the communication and visibility obligations specified in the Programme Manual.
2. Upon request of the lead partner, each project partner shall support the lead partner in maintaining the project subpage hosted at the Programme portal in accordance with the rules laid down in the Programme Manual.
3. Upon request of the lead partner, each project partner shall contribute to the communication activities of the Programme as outlined in the Programme Manual. If requested by the lead partner, the project partners shall assist the lead partner in preparing and publishing a set of pre-defined communication products on the project subpage as listed and defined in the Programme Manual.
4. By signing this agreement, each project partner confirms that the IB.SH is authorised to publish information about the project as defined in Article 8(4) of the subsidy contract.
5. Each project partner authorises the lead partner to use communication and visibility material produced by the project or project partners to showcase how the Programme co-financing is used. Furthermore, each project partner authorises the lead partner to forward this material to the IB.SH, other programme authorities, programme promoters at the national level, as well as Union institutions, bodies, offices or agencies. For this purpose, each project partner 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 aforementioned Programme and Union bodies in accordance with the Programme Manual.
6. In accordance with Article 8(6) of the subsidy contract, each project partner takes full responsibility for the content of any audio, visual or audiovisual notice, publication, deliverable, output or communication and visibility material provided to the lead partner which has been developed by the project partner or third parties on behalf of the project partner. The project partner is liable in case a third party claims compensation for damages (e.g. due to an infringement of intellectual property rights or personal data protection rights). The project partner will indemnify the lead partner in case the lead partner suffers any damage because of the content of the said material.

Article 13

Liability

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 duties and obligations as outlined in this agreement and its annexes.
2. The lead partner and each project partner are solely liable for the statements/commitments made in its partner declaration attached to the latest project data.



3. 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 other parties to this agreement.

Article 14

Non-fulfilment of obligations

1. If a project partner repeatedly does not fulfil its obligations stipulated in the subsidy contract or this agreement (incl. its annexes), the lead partner may exclude the project partner from the project. The lead partner shall follow the rules of the Programme Manual. The lead partner shall inform the IB.SH of such decision without delay. The exclusion has to be approved by the Programme body stipulated in the Programme Manual. In case the exclusion is approved, the project partner is obliged to refund to the lead partner any Programme co-financing received by the day of exclusion for which it cannot prove that it was used for the implementation of the project according to the rules of eligibility of expenditure.
2. In case of non-fulfilment of obligations of a project partner having financial consequences for the entire project co-financing, the lead partner may demand compensation to cover the sum involved.

Article 15

Audit rights, availability of documents, evaluation

1. The responsible auditing bodies of the EU and, within their responsibility, the auditing bodies of the participating countries or other national public auditing bodies or an external auditor designated by the IB.SH, as well as the Audit Authority of the Programme, the Group of Auditors of the Programme and the IB.SH are entitled to audit the project and the proper use of the awarded Programme co-financing by the lead partner and the project partners or to arrange for such an audit to be carried out by authorised persons.
2. Each project partner shall provide all documents and information required for the audit and give access to its business premises, as well as project-related locations.
3. Each project partner is obliged to keep for audit purposes all supporting documents related to the project in accordance with the requirements of the Programme Manual.
4. Each project partner shall assist authorised evaluators and provide them with documents or information necessary for Programme or project evaluations.

Article 16

Recovery of amounts unduly paid

1. In case the IB.SH recovers Programme co-financing unduly paid from the lead partner in accordance with Article 11 of the subsidy contract, the lead partner shall recover the unduly paid Programme co-financing from the respective project partner in line with the procedure for irregularities of the Programme Manual.
2. The project partner involved shall repay the lead partner any amounts unduly paid in accordance with the procedure for irregularities of the Programme Manual.



3. If the IB.SH suspends payments, the lead partner will do so accordingly, and the project partners shall have no claims to payment of the remaining amount. If the IB.SH deducts a recovery amount from an open payment request, the lead partner is also entitled to deduct the recovery amount from payment claims of the project partners. In addition, if the IB.SH deducts unduly paid co-financing that the lead partner or a project partner had to return in another project funded by Interreg Baltic Sea Region, the lead partner has the right to deduct the corresponding Programme co-financing to the project partner in question from any open payment request in the present project.

Article 17

Withdrawal from the partnership

1. The lead partner and each project partner agree not to withdraw from the project unless there are unavoidable reasons for it. If this were nonetheless to happen, the lead partner and the remaining project partners shall endeavour to cover the contribution of the withdrawing project partner 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 project partners falls below the minimum number of partners that is set in the Programme Manual (cf. Article 12(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 project changes as determined in the Programme Manual.

Article 18

Applicable law and dispute settlement

1. Without prejudice to both the applicable European law and Article 16(1) of the subsidy contract, this agreement shall be governed by and construed in accordance with Finnish law, being the law of the country of the lead partner.
2. The lead partner and the project partners sign this agreement with the intention to cooperate amicably. Should a dispute arise between the lead partner and the project partners or between the project partners in connection with this agreement, the parties concerned will endeavour to work towards a mutually acceptable settlement.
3. If the amicable settlement method was ineffective and the disagreement persists in spite of all efforts being made in this respect, the dispute shall be finally decided by the courts. The place of jurisdiction is Tampere, Finland at the seat of the lead partner.
4. The provisions of this Article shall not affect the recovery of amounts unduly paid laid as down in Article 16 of this agreement. Thus, neither a procedure for amicable settlement according to paragraph 2 nor a court procedure according to paragraph 3 shall have a suspensive effect on any recovery of amounts unduly paid.





Article 19

Data protection

1. In accordance with Article 4 of REGULATION (EU) 2021/1060 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 June 2021, the lead partner, the IB.SH, other programme bodies (e.g. the Audit Authority, the Monitoring Committee), controllers, responsible national authorities (e.g. auditors, Approbation Authorities), evaluators and the European Commission are allowed to process personal data only where necessary for the purpose of carrying out their respective obligations under the body of rules and regulations referred to in Article 1 of the subsidy contract, in particular for monitoring, reporting, communication, publication, evaluation, financial management, verifications and audits. The personal data shall be processed in accordance with REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 (General Data Protection Regulation).

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 binding.
2. The working language of the project shall be English.
Accordingly, any written communication between the lead partner and the project partners related to this agreement and the implementation of the project shall be in English and state the number and short name of the project.
3. Should any provision in this agreement become wholly or partly ineffective, the remaining provisions remain binding for the parties. The parties to this agreement undertake to replace the ineffective provision with an effective provision that comes as close as possible to the purpose of the ineffective provision.
4. Amendments and supplements to this agreement and/or to its annexes must be set out in an addendum.





For the lead partner:

.....
Name

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Name

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Title

.....
Title

.....
Signature and stamp

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Signature and stamp

.....
Place, date

.....
Place, date





For the project partner no° 2:

.....
Name

.....
Name

.....
Title

.....
Title

.....
Signature and stamp (if available)

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Signature and stamp (if available)

.....
Place, date

.....
Place, date





For the project partner no° 3:

.....
Name

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Name

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Title

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Title

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Signature and stamp (if available)

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Signature and stamp (if available)

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Place, date

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Place, date





For the project partner no° 4:

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Name

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Name

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Title

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Title

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Signature and stamp (if available)

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Signature and stamp (if available)

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Place, date

.....
Place, date





For the project partner no° 5:

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Name

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Name

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Title

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Title

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Signature and stamp (if available)

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Signature and stamp (if available)

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Place, date

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Place, date





For the project partner no° 6:

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Name

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Name

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Title

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Title

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Signature and stamp (if available)

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Signature and stamp (if available)

.....
Place, date

.....
Place, date





For the project partner no° 7:

..... <i>Name</i> <i>Name</i>
..... <i>Title</i> <i>Title</i>
..... <i>Signature and stamp (if available)</i> <i>Signature and stamp (if available)</i>
..... <i>Place, date</i> <i>Place, date</i>

Annexes

- I. Subsidy contract for the project #C039 City Blues of Interreg Baltic Sea Region
- II. Detailed work plan according to Article 7 in its latest version
- III. Ownership of deliverables and outputs according to Article 8 in its latest version
- IV. Detailed spending plan according to Article 10 in its latest version
- V. Declaration Concerning Legal Commitments in Accordance with the European Union Council Implementing Decision (2022/2506) on European Union Funded Project



Subsidy contract for the project #C039 City Blues of Interreg Baltic Sea Region

concluded between

Investitionsbank Schleswig-Holstein, Zur Helling 5-6, 24143 Kiel, Germany,

- acting as **Managing Authority** and Joint Secretariat of Interreg Baltic Sea Region, hereinafter referred to as **IB.SH** -

and

Tampereen kaupunki, P.O. Box 487, 33101 Tampere, Finland

- hereinafter referred to as **lead partner**.

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Article 1 Contractual basis

The following legal provisions and documents constitute the contractual basis of this subsidy contract and the body of rules and regulations for the implementation of the above-named project:

- REGULATION (EU) 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, hereinafter referred to as **Common Provisions Regulation**,
- REGULATION (EU) 2021/1059 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments, hereinafter referred to as **Interreg Regulation**,
- REGULATION (EU) 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, hereinafter referred to as **ERDF Regulation**,
- REGULATION (EU, Euratom) 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, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012, hereinafter referred to as **Financial Regulation**,
- Articles 107 and 108 of the Treaty on the Functioning of the European Union,
- COMMISSION REGULATION (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid, hereinafter referred to as **de minimis Regulation**,
- COMMISSION REGULATION (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty, hereinafter referred to as **General Block Exemption Regulation**,
- REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL 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, hereinafter referred to as **General Data Protection Regulation (GDPR)**,
- Implementing acts and delegated acts adopted in accordance with the aforementioned legislation,
- The Interreg Programme "Interreg Baltic Sea Region" (CCI 2021TC16FFT003), hereinafter referred to as **Programme**,
- The decision of the European Commission according to Article 18(4) of the Interreg Regulation approving the Programme (Decision C(2022) 3769 of 2 June 2022),
- The Interreg Baltic Sea Region Programme Manual, hereinafter referred to as **Programme Manual**,
- The written acceptances according to Article 22(1), subparagraph 4, of the Interreg Regulation addressed by countries outside the Programme area to the IB.SH,



- The approved project data (hereinafter referred to as **project data**) available in the electronic data exchange system of the Programme (hereinafter referred to as **BAMOS+**). These project data derive from the original application and its attachments (e.g. contact and bank information) selected by the Monitoring Committee and comprise subsequent changes to the original project setup as referred to in Article 5.

Should the above-mentioned legal provisions and documents be amended or repealed, the latest binding legal provisions and documents shall apply.

Article 2 Award of co-financing and general conditions

1. Based on the selection decision by the Monitoring Committee of 20/06/2023, an earmarked co-financing (non-repayable grant) is awarded to the lead partner for the project #C039 City Blues from Programme funds as follows:

ERDF co-financing	2,013,248.00
Amount of EU partners' contribution	503,312.00
Total ERDF budget	2,516,560.00
Norwegian co-financing	218,665.00
Amount of Norwegian partners' contribution	218,665.00
Total Norwegian budget	437,330.00
TOTAL project budget	2,953,890.00

The total project budget is understood as being the sum of the amount of co-financing awarded from the European Regional Development Fund (ERDF) and, if relevant, from Norwegian funds and the total amount of eligible contribution, coming from the lead partner and the project partners.

2. The Programme co-financing is awarded exclusively for the project as described by the project data available in BAMOS+ as defined in Article 1 of this subsidy contract.
3. In case the IB.SH and/or the Monitoring Committee approve changes of the amounts stated in paragraph 1 of this Article, the actual amounts are stipulated in section 7.2 of the application being part of the project data available in BAMOS+.
4. The actual amounts of co-financing from the Programme funds will be calculated on the basis of eligible expenditure only (cf. Article 3).
5. Disbursement of the Programme co-financing is subject to the condition that the European Commission and, if





Norwegian partners are participating in the project, the Kingdom of Norway make the funds available to the IB.SH.

In case of non-availability of the funds due to reasons outside of the sphere of influence of the IB.SH (e.g. due to de-commitment), the IB.SH is entitled to reduce the maximum amounts of co-financing awarded from the Programme funds and/or to (partly) terminate this subsidy contract. In this case, any claim by the lead partner against the IB.SH for whatever reason is excluded. The IB.SH will duly notify the lead partner and guide the lead partner on the respective steps to be taken.

In case of delayed availability of funds due to reasons outside of the sphere of influence of the IB.SH, the IB.SH is entitled to withhold payment until the funds are made available by the European Commission and/or the Kingdom of Norway. In this case, the IB.SH cannot be deemed responsible for late payments and any claim by the lead partner against the IB.SH for whatever reason is excluded.

6. Without prejudice to the provisions of paragraph 5 of this Article, Programme co-financing to project partners located in EU Member States outside the Programme area can be made available only if the IB.SH has obtained the signed written acceptances according to Article 22(1), subparagraph 4, of the Interreg Regulation from the countries where the project partners are located not later than 31/10/2023. This rule shall not apply to project partners located in German regions outside the Programme area.

Article 3 Eligibility of expenditure

1. Expenditure that qualifies for co-financing from the Programme funds consists exclusively of eligible expenditure. Rules for eligibility are laid down in the Programme Manual.
2. The eligible project phases for expenditure generated and paid by the project are laid down in the project data and defined in the Programme Manual.

Article 4 Reporting obligations and payment

1. The lead partner is entitled to request payments from the IB.SH by following the reporting procedures defined in the Programme Manual.
2. The lead partner must request payments according to the timeframe established in the project data and at least to the extent defined in the spending plan. Co-financing not requested in time and in full as indicated in the spending plan may be lost. Further details on financial planning and de-commitment are provided in the Programme Manual.
3. The IB.SH reserves the right not to accept – in part or in full – reported expenditure if – as a result of its 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 body of rules and regulations as set out in Article 1 of this subsidy contract.
4. Subject to fulfilment of the conditions laid down in Articles 2(5) and 2(6) of this subsidy contract, Programme co-financing will be disbursed by the IB.SH upon satisfactory completion of reporting in accordance with the



payment procedures stipulated in the Programme Manual.

5. If the lead partner requested Programme co-financing for reimbursement of preparation costs in the application being part of the project data, the approved lump sum will be automatically transferred to the lead partner on the account indicated in the project data when this subsidy contract entered into force (cf. Article 17 of this subsidy contract) and the conditions laid down in Articles 2(5) and 2(6) of this subsidy contract are fulfilled.

Article 5 Project changes

1. The lead partner shall introduce changes to the project according to the rules and procedures stated in the Programme Manual. To come into effect, major changes must be approved by the IB.SH and/or the Monitoring Committee in accordance with the Programme Manual.

Article 6 Obligations of the Lead Partner

1. The lead partner undertakes to comply with the body of rules and regulations referred to in Article 1 of this subsidy contract (including any amendments made to these rules and regulations) as well as relevant national regulations and all other rules applicable to the lead partner.
2. The lead partner shall assume all responsibilities laid down in the Programme Manual, in particular the main responsibilities of the lead partner.
3. The lead partner shall lay down the arrangements for its relations with the project partners in a partnership agreement that is based on this subsidy contract and fulfils the minimum requirements stipulated in the Programme Manual.
4. The lead partner shall take measures ensuring that all project partners comply with the responsibilities laid down in this subsidy contract and the Programme Manual, in particular the main responsibilities of the project partners.
5. The lead partner undertakes to inform the IB.SH 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 suspend payments or to reduce the amounts of Programme co-financing awarded or to recover the Programme co-financing unduly paid (cf. Article 11 of this subsidy contract) or to terminate this subsidy contract in full or in part (cf. Article 12 of this subsidy contract).
6. The lead partner is responsible for providing the IB.SH with any information required and requested in relation to the project without delay.





Article 7 BAMOS+

1. The exchange of documents, information and data between the IB.SH and the lead partner shall be done via BAMOS+.
2. The lead partner shall respect the terms and conditions for the use of BAMOS+. In particular, the lead partner shall warrant that any person acting as a user with read, write and submit rights on project level is employed by the lead partner. Any such person has to be at all times duly authorised to represent the lead partner in relation to all lead partner responsibilities in BAMOS+ and to submit data, documents and information via BAMOS+ on behalf of the lead partner organisation.

Article 8 Communication and visibility

1. The lead partner shall ensure compliance with the communication and visibility obligations specified in the Programme Manual.
2. The lead partner shall maintain and keep updated a project subpage hosted at the Programme portal in accordance with the rules laid down in the Programme Manual.
3. The lead partner shall contribute to the communication activities of the Programme as outlined in the Programme Manual. Among others, the lead partner undertakes to prepare and publish on the project subpage a set of pre-defined communication products as listed and defined in the Programme Manual.
4. The IB.SH 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 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 15 of this subsidy contract).
5. The lead partner authorises the IB.SH to use communication and visibility material produced by the project or project partners to showcase how the Programme co-financing is used. Furthermore, the lead partner authorises the IB.SH to forward this material to other Programme authorities, Programme promoters at the national level, as well as Union institutions, bodies, offices or agencies. For this purpose, the lead partner 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 aforementioned Programme and Union bodies in accordance with the Programme Manual.
6. The lead partner takes full responsibility for the content of any audio, visual or audiovisual notice, publication, deliverable, output or communication and visibility material that has been developed by the lead partner, any of the project partners or third parties on behalf of the lead partner or the project partners and is provided to the IB.SH or published on the project subpage hosted at the Programme portal. Should a third party claim compensation for damages (e.g. due to an infringement of intellectual property rights or personal data protection rights), the lead partner will indemnify the IB.SH in case the IB.SH suffers any damage because of the content of the said material.



Article 9

Ownership, use of deliverables and outputs

1. Ownership, title and industrial and intellectual property rights in the deliverables and outputs of the project, as well as the reports and other documents relating to it shall, depending on the applicable national law and/or the partnership agreement, belong to the lead partner and/or its project partners. The project partnership is entitled to establish the property rights of the products deriving from the project.
2. The ownership of investments in infrastructure or productive investments realised within the project must remain with the lead partner and/or project partners according to the timeframe as well as under the conditions set in the Programme Manual. The lead partner shall inform the IB.SH immediately when any of the conditions set by the Programme Manual are not met at a certain point in time.
3. In the spirit of cooperation and exchange, the lead partner and the project partners shall ensure that all deliverables and outputs produced by the project are in the public interest and publicly available. They should be fully accessible and available to the general public in a usable format. The IB.SH and any other relevant Programme, EU and national body can use them for information and communication purposes in the framework of the Programme.
4. The lead partner shall ensure that it has all rights to use any pre-existing intellectual property rights, if necessary for the implementation of the project.
5. If any sensitive or confidential information or any pre-existing intellectual property right related to the project must be respected, the lead partner shall inform the IB.SH in advance and agree with the IB.SH how to handle the situation.

Article 10

Audit rights, availability of documents, evaluation

1. The responsible auditing bodies of the EU and, within their responsibility, the auditing bodies of the participating countries or other national public auditing bodies or an external auditor designated by the IB.SH, as well as the Audit Authority of the Programme, the Group of Auditors of the Programme and the IB.SH are entitled to audit the project and the proper use of the awarded Programme co-financing by the lead partner and the project partners or to arrange for such an audit to be carried out by authorised persons.
2. The lead partner shall provide all documents and information required for the audit and give access to its business premises, as well as project-related locations.
3. The lead partner is obliged to keep for audit purposes all supporting documents related to the project in accordance with the requirements of the Programme Manual.
4. The lead partner shall assist authorised evaluators and provide them with documents or information necessary for Programme or project evaluations.
5. If this subsidy contract is terminated, the rights and duties stipulated in this Article shall persist.





Article 11 Recoveries

1. If any Programme body, national body or any relevant EU body discovers any unduly paid out Programme co-financing, or if the IB.SH is notified of such cases, or if the IB.SH terminates this subsidy contract based on Article 12(1), the IB.SH shall recover the unduly paid Programme co-financing from the lead partner in line with the procedure for irregularities of the Programme Manual.
2. The lead partner shall ensure that the project partner involved repays the lead partner any amounts unduly paid in accordance with the partnership agreement and the procedure for irregularities of the Programme Manual.
3. If the IB.SH demands recovery, offsetting by the lead partner is excluded unless the claim of the lead partner against the IB.SH is undisputed or recognised by judgement.
4. If any of the circumstances indicated in section 1 occurs before the total amount of the Programme co-financing awarded has been paid to the lead partner, the IB.SH may suspend payments and there shall be no claims of the lead partner and the project partners to payment of the remaining amount. The IB.SH is also entitled to deduct a recovery amount according to paragraph 1 of this Article from a payment request referred to in Article 4 of this subsidy contract. In addition, if the lead partner or a project partner has to return unduly paid Programme co-financing in another project funded by Interreg Baltic Sea Region, the IB.SH has the right to deduct the corresponding Programme co-financing to the lead partner or project partner in question from any open payment request in the present project.
5. Any further legal claims shall remain unaffected by the above provisions.

Article 12 Termination of the subsidy contract

1. In addition to the right of termination laid down in Article 2(5) of this subsidy contract, the IB.SH is entitled to terminate this subsidy contract, in full or in part, if:
 - a) the lead partner or project partners have obtained the Programme co-financing through false or incomplete statements or provide reports that do not reflect reality; or
 - b) a precondition for the approval of the project is lost; or
 - c) the project has not been or cannot be fully implemented, or it has not been or cannot be implemented in due time; or
 - d) the lead partner has failed to immediately report events delaying or preventing the implementation of the project, or any circumstances leading to its modification; or
 - e) the project significantly failed to reach the objectives, results and outputs planned in the application being part of the project data; or



- f) the lead partner or project partners made it impossible for the IB.SH to verify that a progress report is correct and that the project is eligible for co-financing from the Programme, for example, because the lead partner has failed to submit required reports, proofs or necessary information within the set deadline, provided that the lead partner has received at least one reminder via BAMOS+ setting another deadline and specifying the legal consequences of a failure to comply with requirements, and has also failed to meet this new deadline; or
- g) the lead partner or project partners have impeded or prevented controls, audits or evaluations; or
- h) the Programme co-financing awarded has been partially or entirely misapplied for purposes other than those stipulated by this subsidy contract and the body of rules and regulations it is based on (cf. Article 1 of this subsidy contract); or
- i) the lead partner or project partners are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended their business activities, are the subject of proceedings concerning those matters or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations; or
- j) the lead partner or a project partner is an undertaking in difficulty within the meaning of Article 2, point 18 of the General Block Exemption Regulation; or
- k) the lead partner or project partners have been convicted of an offence concerning professional conduct by a judgement which has the force of res judicata or are guilty of grave professional misconduct proven by any justified means; or
- l) the lead partner or project partners engage in any act of fraud or corruption or are involved in a criminal organisation or any other illegal activity detrimental to the European Union's financial interests; or
- m) the lead partner or project partners have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established; or
- n) without prejudice to Article 13(2) of this subsidy contract, the lead partner or project partners wholly or partly sell, lease or let the project to a third party; or
- o) the lead partner or project partners did not comply with the durability requirements to productive investments or investments in infrastructure as specified in the Programme Manual; or
- p) it is impossible for the IB.SH to pay the first reimbursement of a progress report within two years of the Monitoring Committee's decision to select the project; or
- q) the lead partner or project partners have failed to fulfil any other condition or requirement stipulated in this subsidy contract and/or the body of rules and regulations it is based on (cf. Article 1 of this subsidy contract), notably if this condition or requirement is meant to guarantee the successful implementation of the Programme and the achievement of its objectives; or



- r) it has become definitely impossible for the IB.SH to co-finance the project and to fulfil its obligations stipulated in this subsidy contract due to legal reasons or factual reasons the IB.SH has no impact on (force majeure).
2. Upon termination of this contract by the IB.SH, the lead partner shall receive a notice with necessary instruction regarding the full or partial closure of the project.
3. The right of the lead partner to terminate this subsidy contract by extraordinary notice of termination shall remain unaffected. In particular, the lead partner shall be entitled to terminate this subsidy contract in case it has become impossible for the lead partner to implement the project and to fulfil its obligations stipulated in this subsidy contract due to legal reasons or factual reasons the lead partner has no impact on (force majeure). Before exercising its right to terminate the subsidy contract, the lead partner shall carefully examine with the IB.SH any possibilities to assign its duties under this subsidy contract to a project partner or any third party (cf. Article 13(2) of this subsidy contract).

Article 13 Assignment

1. The IB.SH is entitled at any time to assign its rights under this subsidy contract to a third party. In case of assignment, the IB.SH will inform the lead partner without delay.
2. The lead partner is allowed to assign its duties and rights under this subsidy contract to a third party only after the prior written consent of the IB.SH.

Article 14 Liability

1. The IB.SH cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the lead partner or the project partners as a consequence of the project. The IB.SH cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.
2. The lead partner shall discharge the IB.SH of all liability arising from any claim or action brought as a result of an infringement of rules and regulations by the lead partner or the lead partner's employees or individuals for whom those employees are responsible, or as a result of a violation of a third party's right.

Article 15 Data protection

1. In accordance with Article 4 of the Common Provisions Regulation, the IB.SH, other Programme bodies (e.g. the Audit Authority, the Monitoring Committee), controllers, responsible national authorities (e.g. auditors, designation bodies), evaluators and the European Commission are allowed to process personal data only where necessary for 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. The personal data shall be processed in accordance with the GDPR.

Article 16

Applicable law and dispute settlement

1. Without prejudice to the applicable European law, this subsidy contract shall be governed by and construed in accordance with German law.
2. Should a dispute arise between the IB.SH and the lead partner, the procedure for resolution of complaints and dispute settlement as laid down in the Programme Manual shall be followed.
3. In the event of submission of the dispute to the courts, the place of jurisdiction is Kiel, Germany. Proceedings shall be in German.

Article 17

Concluding provisions

1. This subsidy contract shall enter into force on the date the last of its two parties, IB.SH or lead partner, signs. In case of project activities carried out in an eligible project phase (cf. Article 3(2) of this subsidy contract), but before the entry into force of this subsidy contract, the provisions of this subsidy contract shall already apply to that phase. This subsidy contract shall remain valid as long as the IB.SH or the lead partner have to fulfil obligations arising from this subsidy contract and/or the body of rules and regulations it is based on (cf. Article 1 of this subsidy contract).
2. Except for a court procedure (cf. Article 16(3) of this subsidy contract), all correspondence with the IB.SH must be in the English language.
3. Should any provision in this subsidy contract become wholly or partly ineffective, the parties to the subsidy contract undertake to replace the ineffective provision with an effective provision that comes as close as possible to the purpose of the ineffective provision.
4. Two executed copies of this subsidy contract shall be signed both by the IB.SH and the lead partner. Each party shall keep one copy.





For the Investitionsbank Schleswig-Holstein (IB.SH):

<p>Name Thomas Weber Finances and Administration</p> <hr/> <p>Title</p> <p><i>Thomas Weber</i></p> <hr/> <p>Signature and stamp</p> <p>Rostock, <i>03.11.2023</i></p> <hr/> <p>Place, date</p>	<p>Name Ronald Lieske Director</p> <hr/> <p>Title</p> <p><i>R. Lieske</i></p> <hr/> <p>Signature and stamp</p> <p>Rostock, <i>03.11.2023</i></p> <hr/> <p>Place, date</p>
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 Interreg Baltic Sea Region
 Managing Authority/Joint Secretariat
 IB.SH - Investitionsbank Schleswig-Holstein
 Grubenstrasse 20
 18055 Rostock, Germany

For the lead partner:

<p><i>Jukka Lindfors</i></p> <hr/> <p>Name</p> <p><i>Planning Director</i></p> <hr/> <p>Title</p> <p><i>[Signature]</i></p> <hr/> <p>Signature and stamp (if available)</p> <p><i>Tampere, 24.10.2023</i></p> <hr/> <p>Place, date</p>	<p>Name</p> <hr/> <p>Title</p> <hr/> <p>Signature and stamp (if available)</p> <hr/> <p>Place, date</p>
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Declaration Concerning Legal Commitments in Accordance with the European Union Council Implementing Decision (2022/2506) on European Union Funded Project

1. Background

European Council adopted the Implementing Decision (EU) 2022/2506 on 15 December 2022. Article 2(2) of this Decision provides that legal commitments must not be entered into with any public interest trusts established on the basis of the Hungarian Act IX of 2021 or any entity maintained by such a public interest trust. The prohibition to sign legal commitments involving European Union funding applies to the entire chain of financing that involves Union funding.

City of Tampere has recognized that, as a result of the Implementing Decision (EU) 2022/2506, special attention must be paid to projects receiving Union funding. In such projects, it is imperative to ensure that Union funding is not allocated directly or indirectly (through subcontractors) to entities as specified in Implementing Decision (EU) 2022/2506. When acting as the coordinator of a Union funded project and disburses Union funding to other project beneficiaries City of Tampere requests a declaration from the beneficiaries to abstain from legal commitments in accordance with the European Union Council Implementation Regulation (2022/2506).

2. Beneficiaries' Declaration

In the Union Funded project City Blues, beneficiaries commit not to entering any legal commitments that would result direct or indirect allocation of Union Funding to entities under European Council Implementing Decision (EU) 2022/2506.

