

AGREEMENT

Between

Tampereen kaupunki (City of Tampere) (“Organisation”)

and

Suomen Itämeri-instituutti (The Baltic Institute of Finland) (“Affiliated Entity”)

WHEREAS,

The European Union, represented by the European Commission, concluded the Grant Agreement Number 101298722 – TWINE - Twin-based Web Interoperable Network for Engagement (“Grant Agreement”) with a Consortium consisting of 10 beneficiaries (“Project”). The Grant Agreement is attached to this Agreement as Annex 1.

Organisation is one of the beneficiaries in the Grant Agreement. Affiliated Entity is named as an affiliated entity to Organisation in Data Sheet point 2 and in Article 8 of the Grant Agreement.

Grant Agreement sets obligations on Organisation regarding the participation of Affiliated Entity as a third party to the Project.

Organisation is one of the parties to a Consortium Agreement relating to the same action entitled TWINE - Twin-based Web Interoperable Network for Engagement. The Consortium Agreement is attached to this Agreement as Annex 2.

Consortium Agreement sets obligations on Organisation regarding the participation of Affiliated Entity as a third party to the Project.

Following the provisions of the Grant Agreement and the Consortium Agreement, this Agreement has the purpose to ensure that certain duties and obligations of the Grant Agreement and the Consortium Agreement regarding the Project apply also to Affiliated Entity.

THEREFORE, Organisation and Affiliated Entity agree on principles on management of work and cooperation within the Project as follows:

1. Affiliated Entity agrees to be bound with the same obligations as the Organisation as a beneficiary under the Grant Agreement
2. Affiliated Entity agrees that the granting authority, the European Court of Auditors (ECA), the European Public Prosecutor's Office (EPPO) and the European Anti-Fraud Office (OLAF) can exercise their rights under Article 25.4 of the Grant Agreement also towards Affiliated Entity as stipulated in the Grant Agreement.
3. It is especially noted that Affiliated Entity can charge costs and contributions to the action under the same conditions as the beneficiaries and must implement the action tasks attributed to it in Annex 1.
4. Affiliated Entity shall comply with other articles of the Grant Agreement as applicable.
5. Affiliated Entity shall follow the provisions of the Consortium Agreement as applicable.
6. In case of conflict or inconsistency between this Agreement, the Consortium Agreement and the Grant Agreement, the Grant Agreement shall prevail. The Consortium Agreement shall prevail over this Agreement, unless otherwise required by the Grant Agreement.
7. In addition to the obligations related to Reporting and Payment Requests as stipulated in the Grant Agreement, Organisation and Affiliated Entity agree as follows:
 - a. Organisation and Affiliated Entity shall each appoint a contact person responsible for financial reporting of the project.
 - b. The financial statements of Affiliated Entity must be filled out and submitted by Organisation in the Commission portal.
 - c. Affiliated Entity shall provide to Organisation in writing all the information needed for the financial statements of Affiliated Entity.
 - d. Unless otherwise agreed, Affiliated Entity shall submit the required information and supporting documents to Organisation no later than 30 days before the deadline given by the granting authority, unless otherwise determined by the Coordinator.
 - e. The deadlines given by the coordinator or the granting authority shall be communicated by Organisation to Affiliated Entity as soon as the date is given to Organisation by the coordinator.
 - f. In case Affiliated Entity does not submit the required information to Organisation within the deadline communicated by Organisation, Organisation shall have the right not to include Affiliated Entity's costs in the relevant financial statement or payment request, or to submit the financial statement without the missing information in order to comply with the Project reporting deadlines. Organisation shall not be responsible for any delay, rejection, reduction or non-payment of funding resulting from Affiliated Entity's failure to provide the required information in time. Affiliated Entity shall bear any financial consequences arising from such failure.

- g. Affiliated Entity shall notify Organisation in writing without undue delay of any need for a significant budget change, including any anticipated material deviation from the budget allocated to Affiliated Entity or any circumstance that may require a budget amendment, transfer or other approval under the Grant Agreement or the Consortium Agreement.
- 8. Affiliated Entity shall keep all records and supporting documents necessary to demonstrate the proper implementation of its Project tasks and the eligibility of costs and contributions charged to the Project. Such records and documents shall be kept in accordance with the requirements and retention periods set out in the Grant Agreement, the Consortium Agreement and applicable law, and shall be made available to Organisation without undue delay upon request.
- 9. Should the Commission claim back from Organisation any undue amounts paid by granting authority for costs declared by Affiliated Entity according to the Grant Agreement, Organisation has the right to claim back from Affiliated Entity the said undue amount paid to Affiliated Entity.
- 10. If Affiliated Entity fails to perform the Project tasks attributed to it, performs them inadequately, late or otherwise in breach of the Grant Agreement, the Consortium Agreement or this Agreement, Organisation shall notify Affiliated Entity in writing of the failure and request Affiliated Entity to remedy the failure within a reasonable deadline set by Organisation.

If Affiliated Entity does not remedy the failure within the deadline set by Organisation, or if immediate action is necessary to avoid jeopardising the implementation of the Project, compliance with Project deadlines or Organisation's obligations towards the Coordinator, the Consortium or the granting authority, Organisation shall have the right to perform the relevant tasks itself or have them performed by a third party.

Affiliated Entity shall reimburse Organisation for all direct, reasonable and documented additional costs incurred by Organisation as a result of Affiliated Entity's failure, including the costs of performing the tasks by Organisation or by a third party. Organisation shall have the right to deduct such additional costs from any payments due to Affiliated Entity under this Agreement, provided that such deduction is permitted under the Grant Agreement, the Consortium Agreement and applicable law.

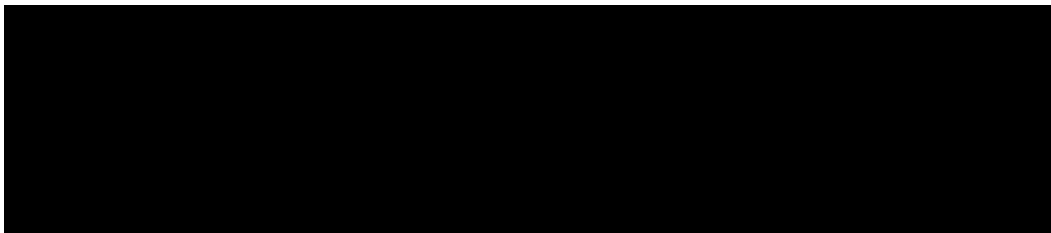
If Affiliated Entity's participation in the Project is duly terminated or discontinued in accordance with the Grant Agreement, the Consortium Agreement and this Agreement, Affiliated Entity shall not be liable for additional costs arising solely from the reallocation of its remaining tasks, unless otherwise agreed. This does not affect liability for any prior breach or non-compliance.

- 11. Affiliated Entity shall be responsible for any direct, reasonable and documented financial consequences imposed on or incurred by Organisation to the extent that such consequences result from Affiliated Entity's breach of the Grant Agreement, the Consortium Agreement or this Agreement. Such consequences may include recoveries, reductions of funding, penalties, sanctions and additional costs.
- 12. The Organisation shall be responsible for any direct, reasonable and documented financial consequences incurred by the Affiliated Entity to the extent that such consequences result from the Organisation's breach of the Grant Agreement, the Consortium Agreement or this Agreement, including the Coordinator's failure to submit the required financial statement, report or payment

request, but only to the extent that such failure results from an act or omission of the Organisation. In such a case, the Organisation shall reimburse the Affiliated Entity for any direct, eligible and duly reported costs incurred by the Affiliated Entity in the proper implementation of its project tasks during the reporting period concerned, to the extent that such costs would otherwise have been eligible for reimbursement under the Grant Agreement.

13. After Affiliated Entity has fulfilled its reporting obligations and Organisation has received from the Coordinator the funding corresponding to Affiliated Entity's accepted costs and contributions, Organisation will notify Affiliated Entity of the date and composition of the said amount of funding and transfer it without undue delay to Affiliated Entity's bank account, giving the relevant references.

Affiliated Entity's bank account information:



14. This Agreement shall enter into force on the date of the last signature and shall remain in force for the duration of the Project. However, this Agreement shall become finally binding on the City of Tampere only after the City's decisions concerning this Agreement have become legally final. Obligations which by their nature are intended to survive the end of the Project, including obligations relating to reporting, record keeping, audits, confidentiality, recoveries and financial consequences, shall remain in force for as long as required under the Grant Agreement, the Consortium Agreement or applicable law.
15. This Agreement shall be governed by the laws of Finland, without regard to its conflict of law provisions. Any dispute, controversy or claim arising out of or relating to this Agreement shall first be settled amicably through negotiations between the Parties. If the dispute cannot be settled amicably within a reasonable time, it shall be finally resolved by the competent courts of Finland.
16. Contact details for Organisation are:

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Contact details for Affiliated Entity are:

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SIGNATURES

Organisation

In Tampere ____/____ ____

Mari Taverne, Service Director

Affiliated Entity

In Tampere ____/____ ____

Esa Kokkonen, Director

Annexes

Annex 1 Grant Agreement

Annex 2 Consortium Agreement