



## **PARTNERSHIP AGREEMENT CB693 HEAT**

**between the Lead Partner and other Project Partners  
of the project CB693  
*HEAT* - Participatory urban planning for healthier urban  
communities**

(7.1.2020)



European Union  
European Regional  
Development Fund

## Partnership Agreement<sup>1</sup> model between Lead Partner and other Project Partners of the project co-financed by the Central Baltic Programme 2014-2020

### Abbreviations

AA = Audit Authority  
AF = Application Form  
AI = Archipelago and Islands sub-programme  
CB = Central Baltic sub-programme  
EC = European Commission  
FLC = First Level Control  
JS = Joint Secretariat  
LP = Lead Partner  
MA = Managing Authority  
SC = Steering Committee  
PP = Project Partner  
PPR = Project Progress Report

### Preamble

This is an amendment to the Partnership Agreement CB693 HEAT, between the Lead Partner and other Project Partners of the project CB693, regarding the change of the Lead Partner organisation from Itämeren alueen Terveet Kaupungit ry to city of Turku. This amendment replaces the previous agreement, dated 3.5.2018.

In regard to

- Regulation (EU) No 1303/2013;
- Regulation (E) No 1301/2013;
- Regulation (EU) No 1299/2013;
- Relevant national legislation and rules applicable to the LP and PP
- Community and national regulations on:
  - Rules for public procurement and entry into the markets;
  - Protection of the environment;
  - Equal opportunities between men and women;
  - State aid rules;
- The valid Programme Manual,
- CB693 HEAT Subsidy Contract Amendment 25.4.2019, signed on 21.10.2019 between the MA and the LP representing all the PP organisations, for the implementation of the Central Baltic Programme project CB693 HEAT -

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<sup>1</sup> This document serves as an example only. It must be negotiated between partners and tailored to the partnership's individual needs. There is no guarantee and no liability for completeness, correctness, up-to-dateness and full compatibility with EU and national law. The MA, AA or JS are not parties to this agreement and bear no legal responsibilities on the basis of this contract towards LP/PPs or third parties.

Participatory urban planning for healthier urban communities, selected for funding by the Central Baltic Programme 2014-2020 Steering Committee

the following agreement has been made between the following partners:

#### TOTAL APPROVED PROJECT BUDGET AND FINANCING

Approved TOTAL ERDF contribution:	€ 646.644,15
Amount of TOTAL national co-financing:	€ 177.159,84
Approved TOTAL budget:	€ 823.803,99

#### LEAD PARTNER (LP)

1. *Turun kaupunki, Yliopistonkatu 27a, 20100 Turku, Finland*  
Represented by: *Pekka Sundman*

Approved total ERDF contribution:	€ 73.790,02
Amount of national co-financing:	€ 28.625,01
Approved LP budget:	€ 102.415,03

#### OTHER PROJECT PARTNERS (PPs)

2. *No longer part of the project: Itämeren alueen Terveet Kaupungit ry (The dropped out lead partner)*  
*Vanha Suurtori 7, 20500 Turku, Finland*

Approved total ERDF contribution:	€ 38.794,75
Amount of national co-financing:	€ 15.049,46
Approved LP budget:	€ 53.844,21

3. *Varsinais-Suomen liitto - Varsinais-Suomen kestävän kehityksen ja energia-asioiden palvelukeskus (VALONIA), PL 273, 20101 Turku, Finland*  
Represented by: *Kari Häkämies*

Approved PP level ERDF contribution:	€ 100.306,34
Amount of national co-financing:	€ 33.435,45
Approved PP budget:	€ 133.741,79

4. *Turun ammattikorkeakoulu, Joukahaisenkatu 3A, 20520 Turku, Finland*  
Represented by: *Vesa Taatila*

Approved PP level ERDF contribution: € 58.510,31  
Amount of national co-financing: € 19.503,44  
Approved PP budget: € 78.013,75

5. *Jūrmalas pilsētas dome, Jomas 1/5, LV-2015 Jurmala, Latvia*  
Represented by: *Gatis Truksnis*

Approved PP level ERDF contribution: € 18.275,00  
Amount of national co-financing: € 3.225,00  
Approved PP budget: €21.500,00

6. *Balti Uuringute Instituut, Lai 30, 51005 Tartu, Estonia*  
Represented by: *Merit Tatar*

Approved PP level ERDF contribution: € 78.285,00  
Amount of national co-financing: € 13.815,00  
Approved PP budget: € 92.100,00

7. *Tartu Linnavalitsus, Raekoja plats 3, 51003 Tartu, Estonia*  
Represented by: *Urmas Ahven*

Approved PP level ERDF contribution: € 187.346,97  
Amount of national co-financing: € 33.061,23  
Approved PP budget: €220.408,20

8. *Cykelfrämjandet, Virkesvägen 26, 120 30 Stockholm, Sweden*  
Represented by: *Lars Strömgren*

Approved PP level ERDF contribution: € 91.335,75  
Amount of national co-financing: € 30.445,25  
Approved PP budget: €121.781,00

## Article 1

### Subject of the agreement

Subject of this agreement is the setting up and implementation of the partnership in order to implement the Central Baltic Programme project CB693 HEAT- *Participatory urban planning for healthier urban communities* as indicated in Annex 1, CB693 HEAT Subsidy Contract Amendment 25.4.2019 (Annex 1),

1. The annex is considered to be an integral part of this agreement.

In addition, the partnership must agree internally on and follow the

- Detailed Work Plan by the LP/PPs (in accordance with the approved AF)
- Payment forecast (in accordance with the approved AF)

2. This agreement has entered into force on 25.4.2019. The agreement is in force until the last ERDF payment has been successfully transferred to the PPs by the LP and the PPs have successfully received it.

**In case the ownership, foreseen generation of revenue or publicity issues require further actions outside the time this agreement is in force, the LP/PPs will agree separately on those issues (Cf. Article 14-15).**

## Article 2

### Partners to the agreement

1. The Partners to this agreement are the LP and other PPs in accordance with the approved AF.
2. The LP organisation is responsible for the management, communication, implementation and co-ordination of activities among the related partners as described in the Programme Manual and in the Subsidy Contract “Representation of partners, liability”.
3. The PP organisations are responsible for carrying out specific project activities in accordance with the approved AF and the Subsidy Contract.

## Article 3

### Obligations of the LP/PPs

#### General provisions

The LP/PPs are doing everything to support the implementation of the project as defined in the preamble of this agreement and in the Subsidy Contract in compliance with relevant EU and national legislation.

#### 1. Obligation and duties of the Lead Partner

The LP shall fulfil all obligations arising from the Subsidy Contract and the approved AF. The LP shall:

- In accordance with approved AF appoint the required project personnel responsible for the general implementation and reporting and financial management (accounts, financial reporting, the internal handling of ERDF funds and national co-financing)
- start and implement the project together with other PPs in accordance with the approved AF and Subsidy Contract
- Set up and coordinate the work of the Project Steering Group in accordance with instructions of the Programme Manual and Subsidy Contract

- Be at all times in close contact with the JS Contact Person to ensure fluent exchange of information between the LP and the JS
- Compile and present Project Progress Reports (PPR) including the Final report to the JS, as defined in the Programme Manual, *Guide on reporting* and Subsidy Contract
- Receive payments from the MA of the Central Baltic Programme
- Transfer without any delay in compliance with the ERDF allocations per partner in accordance with the approved AF and PPR the ERDF amounts allocated to each partner after having received payment from the MA.
- Ensure an efficient internal management and control system i.e.:
  - a) conduct the overall financial management of the Project
  - b) carry out the project's overall accounting
  - c) communicate with the JS and in relevant cases with the MA and AA (i.e. matters directly related to the Subsidy Contract (MA) and audit issues (AA))
  - d) react promptly to any request by the JS and in relevant cases by MA and AA
  - e) notify its partners immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the project
- retain at all times for audit purposes all files, documents and data about the part of the project for which it is responsible on customary data storage media in a safe and orderly manner. Other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected
- produce and conserve all documents required for audit purposes by AA, especially provide necessary information and give access to its business premises to all relevant authorised audit bodies
- provide independent evaluators carrying out the Central Baltic Programme evaluation any document or information necessary to assist with the evaluation
- maintain and update a list of bodies responsible within the LP/PP organisations for the Audit Trail archives (and in case of outsourced/sub-contracted financial or project management the external bodies)
- Authorise by other Project Partners any request for amendment of the Subsidy Contract to the JS by the LP.

## 2. Obligations and duties of other PPs

Each partner shall accept the following duties and obligations:

- appoint a Partner's Project Manager/Project Coordinator to be the responsible actor and give the Project Coordinator the authority to represent the partner in the project and to take the necessary decisions for the PP regarding the implementation of the project
- implement the part of the project for which it is responsible in due time according to the approved AF (WPs)
- Participate in the work of the Project's Steering Group set up by the LP

- support the LP in drawing up the PPR and the Final report by providing the required data on time following and the reporting instructions set in the Programme Manual, *Guide for Reporting* and other reporting instructions in accordance with the Subsidy Contract especially ensuring the conduct of the FLC process
- notify the LP immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the project
- produce and conserve all documents required for audit purposes by AA, especially provide necessary information and give access to its business premises to all relevant authorized audit bodies
- retain for audit purposes all files, documents and data about the part of the project for which it is responsible on customary data storage media in a safe and orderly manner until the end of the 4<sup>th</sup> year after the payment of costs of the relevant reporting period has been made by the MA to the LP
- provide the independent assessors carrying out Central Baltic Programme evaluations with any document or information necessary to assist with the process
- respect all rules and obligations laid down in the Subsidy Contract between MA and LP setting responsibilities also on PPs
- react promptly to any request by the JS , MA or AA
- use the eMonitoring System (eMS) for reporting, applying for project modifications and other procedures related to the implementation of the project and accept that each user is responsible for keeping safe the user name and password and is responsible for all activities done with the user name

## Article 4 Liability

1. **The liabilities of the LP/PPs are based on §5 of the Subsidy Contract taking into account that:**
  - The LP and each PP shall be held responsible for their own violations of the conditions, duties and obligations set out in this agreement and the Subsidy Contract.
  - The LP/PP shall not be held liable for not complying with obligations of this agreement in case of *force majeure*. In such a case, the partner involved **must inform the LP in written without any delay. In case the LP fails to meet its obligations it must inform other project partners without any delay.**

## Article 5 Budget details and Payment Forecast by LP/PP

Budgetary and financial management, accounting principles

1. The LP is the sole responsible party to the MA for the budgetary and financial management of the project. The LP shall be responsible for the ERDF payments to its partners as well as for an application for budget modifications. The LP is responsible for following the budget and for coordinating the use of the flexibility rule. For each PPR following the payment of programme funds to the LP, the LP shall transfer immediately the sums assigned to each partner. No deduction, retention or further specific charges shall be made.
2. The LP must ensure the correctness of the accounting and financial reports and documents drawn up by the partners in accordance with the reporting instructions. The LP may request further information, documentation and evidence from the partners in case needed.
3. Each partner shall be held responsible for its own budget up to the amount as to which the partner participates in the project as stated in the co-financing statements.
4. The project partners commit themselves to respect the budget by budget line and payment forecast by partner as presented in the AF.
5. Each partner keeps a separate accounting system (code or account, which allows the identification of project costs) solely used for the project. The accounts shall provide the necessary detailed financial information (total expenditure and income) in euros (EUR; €) related to the project (In case of countries outside EURO zone, see below).

The LP/PPs conduct the project reporting (PPRs and Final Report) in accordance with the instructions set out in the Programme Manual, *Guide on reporting* and as defined in the Subsidy Contract.

For partners located outside the EURO zone, the LP and the partners agree to use the exchange rate definition as defined in the Programme Manual

The ERDF funding is paid out to the LP and LP forwards to the project partners in Euros only. LP/PPs will bear the exchange risk fully.

## Article 6

### Modifications to the approved Application including the budget

1. Before applying for modifications the project as presented in the AF the LP shall obtain the approval of its partners. The LP may set up a deadline for the PPs for the approval of these modifications taking into account the work practises of the Projects Steering Group.

## Article 7

### Project Progress Reports (PPR)

1. The LP/PP agree on the practical reporting procedure to be conducted during the project implementation. Each PP provides the LP with the information needed to draw up PPR and other specific documents required by the MA/JS or FLC.
2. The LP shall make available information submitted to the JS and keep the partners informed on a regular basis of all relevant communication with the bodies implementing the programme.
3. The partners are obliged to have their partner Progress Report certified by the national FLC in compliance with the country specific control requirements.



4. The LP ensures that the co-financing rate of each PP has been taken into account during the payment procedure of the ERDF financing to PPs allowing correct allocation of ERDF financing to each PP.

## Article 8

### Information and publicity measures

1. The LP/PPs will jointly implement project communication and dissemination measures as described in the approved Application Form, Programme Manual and Communication Guide provided by the JS ensuring adequate promotion of the project and its results towards project stakeholders, target groups and the general public.
2. Any publicity measures must specify that the project has been co-financed by the European Regional Development Fund (ERDF) through the Central Baltic OP as set out in the Programme Manual.
3. The partners agree that the MA/JTS shall be authorised in the framework of the Central Baltic OP to publish the following information:
  - the name of the project
  - the name of the LP/PPs,
  - the purpose of the subsidy,
  - the amount of granted ERDF funding per PP and the total budget of the project
  - the geographical location of the project,
  - the information of the progress reports and the Final report

The LP is obliged to inform the JS on possible sensitive/confidential (e.g. business or personnel related) issues that cannot be published.

4. The LP/PPs agree to include in the PPRs and Final Report information on publicity and information events and the partners furthermore authorise the MA/JS and the EC to use this material to showcase how the subsidy has been used.

## Article 9

### Confidentiality

1. Although the nature of the implementation of the project is public, part of the information exchanged between the JS and programme bodies (MA and AA) and LP/PPs or between LP and PPs may be confidential. Only documents and other elements explicitly provided with the statement “confidential” shall be regarded as such taking into account the relevant EU and national legislation.
2. The LP/PPs commit to take measures to ensure that all staff members carrying out the work respect the confidential nature of such information, and do not disseminate it, pass it on to third parties or use it without prior written consent of the LP and the partner institution that provided the information taking into account the relevant EU and national legislation.
3. The LP/PPs agree to commit themselves to respect publicity rules regarding the results of the project in relevant cases taking into account the relevant EU and national legislation and the stipulations of the Subsidy Contract

## Article 10

### Cooperation with third parties, delegation and outsourcing

1. In the event of cooperation with third parties, of the delegation of part of the activities or of outsourcing, the partners shall remain the sole responsible parties to the LP and through the latter to the bodies implementing the programme concerning compliance with their obligations by virtue of the conditions set forth in this agreement including its annex(es).
2. The LP shall be informed by the partners about the subject and party of any contract concluded with a third party.
3. For outsourcing of activities co-financed by the Central Baltic Programme the LP and the partners shall comply with the European and national public procurement rules.

## Article 11

### Assignment, legal succession

1. Neither the LP nor the partners are allowed to assign their duties and rights under this agreement without the prior consent of the other parties to this agreement.
2. The parties to this agreement are aware of the provisions of the Subsidy Contract whereupon the LP is allowed to transfer its duties and rights to other organisations only after prior written consent of the MA and the Steering Committee.

## Article 12

### Non-fulfilment of obligations or delay

1. Each PP is obliged to promptly inform the LP and to provide the latter with all necessary details should there be events that could jeopardise the implementation of the project.
2. Should one of the partners be temporarily unable to comply with its responsibilities, the LP and PP shall agree on suitable and functional arrangements to ensure the fluent continuation of the project implementation. The LP will guarantee reasonable time for the PP to fulfil its obligations. The LP is committed to inform the JS on non-compliance of the PP responsibilities.
3. Should the non-fulfilment of obligations continue, the LP may decide to exclude the partner concerned from the project but only with the official approval of the MA/JS. The MA/JS shall be informed immediately if the LP intends to exclude a partner from the project.
4. The excluded PP is obliged to refund to the LP any programme funds received which it cannot prove on the day of exclusion that they were used for the implementation of the project according to the approved AF and eligibility rules of expenditure in cases where for instance the auditing bodies have found ineligible cost items.

## Article 13

### Demand for repayment by the Managing Authority (MA)

1. Should the MA, in accordance with the provisions of the Subsidy Contract, demand repayment from the LP of subsidy already transferred, each partner is obliged to transfer its

portion of the repayment amount to the Lead Partner. The LP shall, without delay, submit the *order of recovery* by which the MA has asserted the repayment claim to each partner with the amount repayable and notify the MA on receiving the *order of recovery*. The LP is obliged to conduct the repayment without any delay. In case the amount repayable shall be subject to interest, the interest rate will be determined in accordance with the provisions of the Subsidy Contract and would be applied to each partner.

## Article 14

### Ownership rights between LP/PPs

1. The LP/PPs agree that the arrangements in ownerships, titles and industrial and intellectual property rights on the outputs of the projects are in accordance of the Subsidy Contract (§8).

## Article 15

### Generation of revenues and income

1. The LP/PPs agree to take necessary actions to guarantee the compliance with the relevant EU as well as national legislation in accordance with the Subsidy Contract (§9) in case net revenues are generated by LP/PPs in accordance with the stipulations of the Subsidy Contract after the closure of the project implementation
2. The LP/PP agree to report any income generated by project activities and as a consequence to reduce proportionately the ERDF co-financing.

## Article 16

### Disputes between partners

1. In case of any disputes among LP/PPs, the project partners are obliged to work towards an amicable settlement.
2. In the case amicable settlement is not possible the dispute will be finally decided in accordance with the jurisdiction of the country where the LP is located.

The place of jurisdiction is: District Court of Southwest Finland (Varsinais-Suomen käräjäoikeus).

## Article 17

### Concluding Provisions

#### 1. Working languages

The official working language of this Partnership is English and all **official** correspondence between the LP/PPs and towards JS as well as MA and AA is conducted in English

#### 2. Nullity

If any provision in this agreement should be fully or partly ineffective, the parties to this agreement agree to undertake all necessary actions to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the original provision.

### **3. Amendment of the agreement**

This agreement shall only be amended in writing signed by all parties involved.

Modifications to the project (e.g. concerning activities, time schedule or budget) that have been approved by the project's Steering Group and MA/JS can be carried out without amending the agreement.

### **4. Legal Address of the LP/PPs**

Any change of legal address by the PPs as indicated in the AF shall be notified to the LP by registered mail without any delay but at the latest within 15 days following the change of address. **The LP in turn will without delay inform the JS.**

Concluded in Turku, 7 January 2020

## Signatures

### Lead Partner - Turun kaupunki

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Partner 3 - Varsinais-Suomen liitto - Varsinais-Suomen kestävän kehityksen ja energia-asioiden palvelukeskus (VALONIA)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Partner 4 - Turun ammattikorkeakoulu

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Partner 5 - Jürmalas pilsētas dome

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Partner 6 - Balti Uuringute Instituut

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Partner 7 - Tartu Linnavalitsus

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Partner 8 - Cykelfrämjandet

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Annexes

Annex 1: CB693 HEAT Subsidy Contract Amendment 25.4.2019