

PARTNERSHIP AGREEMENT
between the Lead Partner and the Partners
for the (Interreg VI-B) NEXT Black Sea Basin Programme

Having regard to:

- 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 (CPR 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 (the 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;
- Regulation (EU) 2021 /1529 of the European Parliament and of the Council establishing the Instrument for Pre-accession Assistance (IPA III));
- Regulation (EU) 2021/947 of the European Parliament and of the Council of 9 June 2021 establishing the Neighbourhood, Development and International Cooperation Instrument – Global Europe, amending and repealing Decision No 466/2014/EU and repealing Regulation (EU) 2017/1601 and Council Regulation (EC, Euratom) No 480/2009;
- 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 (the Financial Regulation);
- Commission Decision No. C (2022) 9608 from 13th of December 2022 approving the (Interreg VI-B) NEXT Black Sea Basin Programme for 2021-2027 period;
- Commission Decision No. C (2022) 8959 from 15th of December 2023 modifying the Commission Decision No. C (2022) 9608 from 13th of December 2022 approving the (Interreg VI-B) NEXT Black Sea Basin Programme for 2021-2027 period

And on the basis of the decision of the Monitoring Committee of the (Interreg VI B) NEXT Black Sea Basin Programme from the 30th- 31st of January, 2024 to award a grant to the project,

Uzunkopru Municipality Administration, Cumhuriyet Mahallesi, 19 Mayıs Blvd Nr. 160, 2200 Uzunkopru, Türkiye, represented by: **Ediz MARTIN, Mayor**
("the Lead Partner")

of the one part,

and

Istanbul University - Cerrahpasa/ Faculty of Forestry Department of Landscape Architecture, Avcilar Campus, Baglarici BLVD 7, 34320 Avcilar / ISTANBUL, Türkiye, represented by: Prof. Dr. Erol INCE, Vice Rector
("the Partner no. 2")

Municipality of Sozopol, Han Krum Sqr. 2, 8130 Sozopol, Bulgaria, represented by: Tihomir YANAKIEV, Mayor
("the Partner no. 3")

City Hall of Batumi Municipality, L. Asatiani st. N25,6010 Batumi, Georgia, represented by: Archil CHIKOVANI, Mayor
("the Partner no. 4")

Kavala Municipality, no 10, Kyprou Str. 65302 Kavala, Ellada, represented by: Theodoros MOURIADIS, Mayor
("the Partner no. 5")

of the other part,

have agreed as follows:

ARTICLE 1 – PURPOSE OF THE PARTNERSHIP AGREEMENT AND GENERAL PROVISIONS

1.1 The purpose of this Partnership Agreement (hereinafter “the Agreement”) is to define the rules of procedure for the joint implementation of the project entitled “**Green Climate Change Adaptation Solutions for Smart and Resilient Cities in BSB**”- **Green Urban Resilience** ("the project") and the relations among the Lead Partner and the Partners.

1.2 Where in this Agreement the ‘MA’ is mentioned, this refers to *the Ministry of Development, Public Works and Administration*, which shall sign the Grant Contract with

the Lead Partner and shall provide the grant funding. The MA is not a party to this Agreement.

- 1.3 The Lead Partner and the Partners shall actively cooperate in the implementation of the project. In addition, they shall cooperate in the staffing and financing of the project. The Lead Partner and the Partners shall be legally and financially responsible for the activities that they are implementing and for the share of the Union funds that they receive. The specific obligations as well as the financial responsibilities of the Lead Partner and of the Partners are laid down in this Agreement.
- 1.4 The Lead Partner and the Partners shall implement the project under their own responsibility and in accordance with the Description of the project with a view to achieving the objectives laid down therein.
- 1.5 The Lead Partner and the Partners shall implement the project with the requisite care, efficiency, transparency and diligence, in line with best practice in the field concerned and in compliance with this Agreement.

For this purpose, the Lead Partner and the Partners shall mobilize all the financial, human and material resources required for full implementation of the project as specified in the Description of the project.

- 1.6 Each Partner declares that it got acquainted with the programme and it has read the Application Pack and the Grant Contract and understands and accepts the obligations and contractual conditions stipulated therein.
- 1.7 The Partners ensure that the Interreg grant paid by the Lead Partner is managed in accordance with the grant Contract and its annexes and this Agreement.
- 1.8 The Partners understand and agree that the MA may delegate tasks related to monitoring of the project implementation to the Joint Secretariat of the Programme (“the JS”). They must answer all written requests from the MA/JS, within the deadline stipulated in the respective request and must also support the MA/JS in fulfilling their tasks, including on-site visits and other tasks related to the monitoring, evaluation and implementation of the Programme and the project.
- 1.9 The Partners understand and agree that, for the sound implementation of the Contract and of this Agreement, the MA, either directly or through the JS, may issue mandatory instructions, guidelines, manuals, etc., in line with the provisions of the Contract.

- 1.10 The Partners must use the control system established at national level for the verification of their expenditures.
- 1.11 The Partners shall upload and validate data in the Joint electronic Monitoring System (JeMS) of the Programme in accordance with the MA/JS instructions.
- 1.12 All references to days in the grant Contract and in this Agreement are to calendar days, except when it is not specified otherwise.

ARTICLE 2 - DURATION OF THE AGREEMENT

- 2.1 This Agreement shall enter into force on the date when the Grant Contract enters into force.
- 2.2 Implementation of the project shall begin on the date specified in the Grant Contract. The Lead Partner shall inform the Partners without delay about the signature of the Grant Contract and about the start date of the implementation of the project.
- 2.3 The project's implementation period is the one specified in the Grant Contract.
- 2.4 The project's implementation period, may be increased before its finalization based on justified grounds, through an addendum approved by the MA.
- 2.5 The validity period of this Agreement shall end five years from the 31st December of the year in which the last payment by the Managing Authority to the Lead Partner is made, or request for recovery, whichever occurs later. If the case, the time period shall be extended until any on-going audit, verification, appeal, litigation or pursuit of claim is disposed of.

ARTICLE 3 - PROJECT BUDGET

- 3.1 The total eligible cost of the project is estimated at **1.290.188,88 EURO**.
- 3.2 The MA shall finance a maximum of **1.161.169,98 EURO**, equivalent to **90%** of the estimated total eligible cost of the project.
- 3.3 The Lead Partner undertakes to co-finance the implementation of the project with **30.614,42 EURO**.

3.4 The Partners undertake to co-finance the implementation of the project with: **98.404,48 EURO, as following:**

- P2: **Istanbul University - Cerrahpasa** undertake to co-finance the implementation of the project with **21.410,70 EURO**
- P3: **Municipality of Sozopol** undertake to co-finance the implementation of the project with **32.343,96 EURO**
- P4: **City Hall of Batumi Municipality** undertake to co-finance the implementation of the project with **13.230,34 EURO**
- P5: **Kavala Municipality** undertake to co-finance the implementation of the project with **31.419,48 EURO**

ARTICLE 4 - PAYMENTS and REIMBURSEMENTS of the EXPENDITURES

4.1 The total INTERREG grant to be paid by the Lead Partner to the Partners is **885.640,28 EURO**, distributed as follow:

- INTERREG grant to be paid by the Lead Partner to the P2: **Istanbul University - Cerrahpasa is 192.696,30 EURO**
- INTERREG grant to be paid by the Lead Partner to the P3: **Municipality of Sozopol is 291.095,64 EURO**
- INTERREG grant to be paid by the Lead Partner to the P4: **City Hall of Batumi Municipality is 119.073,02 EURO**
- INTERREG grant to be paid by the Lead Partner to the P5: **Kavala Municipality is 282.775,32 EURO**

4.2 The Lead Partner shall make payments to the Partners in euro.

4.3 The Lead Partner shall transfer the corresponding amounts of the Grant to the Partners within 7 days as from the date of receipt of the advance, proportionally to each Partner's contribution to the project, in accordance with the provisions of the Contract and the Partnership Agreement, without making any deduction, retention or further specific charge, and shall submit the proof of transfer to the MA.

Advance payments

4.4 An advance may be granted from Interreg funds, representing 30% of the value mentioned in article 3.2.

4.5 The advance will be recovered by deducting 20% from the eligible value of the Interreg funds included in the next payment requests until the amount is recovered. If the advance is not recovered from the interim payment requests, the percentage for deduction may be increased in the request for the final balance.

Control report

4.6 The Partners must provide the Lead Partner with a report on the verification of the part of the project's expenditure, accompanied by the Control Certificate issued by the Controller appointed in accordance with the control system established at national level, to be attached to:

- any request for interim payment;
- any final report.

The controller examines whether the costs declared by the Partners are real, accurately recorded and eligible, including necessary for the implementation of the project, in accordance with the Contract and this Agreement and issues an expenditure verification report conforming to the instructions of the MA according to Article 1.9.

The Lead Partner will submit to the MA the control reports with all the factual findings from all Partners' controllers involved in the project.

The control report accompanying a request for payment of the final balance covers all expenditures not covered by any previous expenditure verification report.

Based on the control report, conforming to the instructions of the MA according to Article 1.9, the MA determines the total amount of eligible expenditure and the amount of MA contribution, according to the provisions of Article 3.2.

The Partners grant the controller all access rights necessary for the verification.

Suspension of the period for payments

4.7 Without prejudice to Article 17, the MA may suspend the time-limits for payments by notifying the Lead Partner that:

- a) the amount indicated in its request of payments is not due, or;
- b) proper supporting documents have not been supplied, or;

- c) the MA needs to request clarifications, modifications or additional information to the reports, or;
- d) the MA has doubts on the eligibility of expenditure and needs to carry out additional checks, including on-the-spot checks to make sure that the expenditure is eligible, or;
- e) it is necessary to verify whether presumed substantial errors, irregularities, fraud or corruption have occurred in the grant award procedure or the implementation of the project, or;
- f) it is necessary to verify whether the Lead Partner and/or the Partners have breached any substantial obligations under the Contract.

The suspension of the time-limits for payments starts when the above notification is sent by the MA to the Lead Partner. The Lead Partner shall provide any requested information, clarification or document within the deadline stipulated in the request, but no more than 15 days of the request. The Partners shall provide any information, clarification or document requested by the Lead Partner within the deadline stipulated in the request, so that the Lead Partner is able to submit the requested information, clarification or document to the MA within the deadline. The time-limit starts running again on the date on which the requested information, clarification or document is recorded by the MA.

If, notwithstanding the information, clarification or document provided by the Lead Partner, the payment request is still inadmissible, or if the award procedure or the implementation of the grant proves to have been subject to substantial errors, irregularities, fraud, corruption or breach of obligations, then the MA may refuse to proceed further with payments and may, in the cases foreseen in Article 17, terminate accordingly the Contract.

In addition, the MA may also suspend fully or partially payments as a precautionary measure, with prior notice of the Lead Partner, prior to, or instead of, terminating this Contract as provided for in Article 17. Moreover, where the award procedure or performance of the Contract is vitiated by substantial errors or irregularities or by fraud or corruption attributable to the Lead Partner and/or the Partners, the MA may refuse to make payments or may recover amounts already paid, in proportion to the seriousness of the errors, irregularities, fraud or corruption.

Rules for currency conversion

4.8 Reports shall be submitted in euro. For the purpose of reporting, conversion into euro shall be made using the monthly accounting exchange rate of the European Commission of the month during which the expenditure was submitted for control in accordance with Article 4.6.

ARTICLE 5 - OBLIGATION TO PROVIDE INFORMATION AND REPORTS

5.1 The Partners must provide the MA/JS with all required information on the implementation of the project, in the language of the Contract. To that end, the Partners must draw up interim and final reports and provide any other information requested by MA/JS.

In exceptional circumstances, if the Partner fails to supply the Lead Partner with any of the reports by the deadline laid down in Article 5, it has to furnish an acceptable and sufficient written explanation of the reasons why it is unable to comply with this obligation.

5.2 The Lead Partner shall keep the Partners informed on a regular basis about all relevant communication with the MA regarding the approval of the reports and about all other essential issues linked to the project implementation.

5.3 If the Lead Partner fails to provide any report or fails to provide any additional information requested by the MA within the set deadline without an acceptable and sufficient written explanation of the reasons, the MA may terminate the Contract according to Article 17.2 of the Contract.

Interim and final reports

5.4 Interim reports at project level shall be submitted accompanied by the payment request conforming to the model in Annex IV and a control report as specified in Article 4.6 for every 4 months of the implementation period, in maximum 60 days after the respective 4 months have elapsed;

The final report at project level accompanied by the payment request conforming to the model in Annex IV and a control report as specified in Article 4.6 shall be submitted no later than 60 days after the end of the implementation period as defined in Article 2. If needed, this period may be reduced through the MA's instruction as provided for in Article 1.9.

5.5 The reports shall describe the implementation of the project according to the activities envisaged, difficulties encountered and measures taken to overcome problems, any changes introduced, as well as the level of achievement of its outputs (including the specification of the results that the outputs are related to) as measured by corresponding indicators. The level of detail in any report should match that of the Description of the project and of the Budget for the project. The Lead Partner shall collect from the Partners all the necessary information and draw up consolidated interim and final reports. These reports shall:

- a) cover the project as a whole, regardless of which part of it is financed by the MA;
- b) consist of a narrative and a financial report;
- c) provide a full account of all aspects of the project's implementation for the period covered;
- d) include the outputs achieved by the project as measured by their corresponding indicators;
- e) propose any relevant measures necessary for performing the activities of the project, producing the intended results, achieving the purpose/s of the intervention;
- f) be drafted in the currency and language of this Contract;
- h) include a status of the procurement procedures and implementation of the contracts awarded under Article 9.

When submitting a payment request, the Lead Partner shall ensure that all the Partners have the same reporting period.

5.6 Additionally, the final report shall cover any period not covered by the interim reports.

5.7 The Lead Partner and the Partners shall ensure that any information provided is complete, reliable and true and is substantiated by adequate supporting documents that can be checked and that the costs declared have been incurred and paid and can be considered as eligible in accordance to this Contract.

5.8 Adequate supporting documents referred to in Article 5.8 include, without limiting at:

- a) Relevant extracts of accounting records (computerised or manual) from the Lead Partner and the Partners' accounting system such as general ledger, sub-ledgers and analytical accounting sheet, cash flow statement and fixed assets registers and other relevant accounting information;
- b) Proof of procurement procedures such as tendering documents, bids from tenderers and evaluation reports;
- c) Proof of commitments such as contracts and order forms;
- d) Proof of delivery of services such as approved reports, studies, publications, time sheets, transport tickets, proof of attending seminars, conferences and training courses (including relevant documentation and material obtained, certificates), proof of organisation of meetings (invitations, agenda, minutes, list of participants) etc.;
- e) Proof of receipt of goods such as delivery slips from suppliers;

- f) Proof of completion of works, such as acceptance certificates;
- g) Proof of purchase such as invoices and receipts;
- h) Proof of payment such as bank statements, debit notices, proof of settlement by the contractor;
- i) Proof that VAT that has been paid cannot actually be reclaimed;
- j) For fuel and oil expenses, a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs.

5.9 For projects including infrastructure, the building permit and any other execution details, technical documentation, approved architectural and engineering drawings, consents, approvals, authorizations and agreements, following the issue of the building permit, etc, as requested by the national laws of the respective country, shall be available and uploaded in JeMS as supporting documents, at the date of submission of the report with investment-related expenditure(s) for verification to the controller.

5.10 The MA reserves the right to require that the controller referred to in Article 46 of Interreg Regulation to be replaced if considerations which were unknown cast doubt on the auditor's independence or professional standards, inter alia due to the non-reliability of the submitted reports, if so, detected by the NA, MA or the Audit Authority.

Expenditure commitment

5.11 The minimum amount the Partners commit to spend and submit for control, until half of the implementation period has elapsed, is provided below:

Month of implementation	Amounts to be submitted for verification				
	LP	P2	P3	P4	P5
The amount submitted for verification until half of the implementation period has elapsed (month 16)	149.521,80	93.411,00	72.032,40	47.495,16	50.268,60
Partner's total budget	306.144,12	214.107,00	323.439,60	132.303,36	314.194,80

5.12 In case the amounts submitted for verification are lower compared to the amounts forecasted for the half of the implementation period, as mentioned in art. 5.11, the MA is entitled to decommit project funds, by reducing the original project budget and the corresponding Interreg contribution, as follows:

- 10% reduction of the budget for the partners who have submitted for verification an amount lower than 75% of the amount mentioned in art 5.12;
- 15% reduction of the budget for the partners who have submitted for verification an amount lower than 50% of the amount mentioned in art 5.12.

5.13 In case of a decision to reduce the project budget, the Lead Partner, after consultation with the Partners shall submit to the MA a revised budget, reflecting the decommitment, within 10 days following the receipt of MA's notification. In case of failure to respect the deadline, the reduction shall be applied proportionally to all budgetary lines. The modification of the contract in case of reduction at project level shall take the form of a decision of the representative of the MA signing the contract, which will be notified to the Lead Partner and which becomes part of the contract.

5.14 The reduction shall be done without prejudice the partners' obligation to implement all the activities and achieve all the results, according to the approved project.

Reports on sustainability

5.15 In case of a project including an infrastructure component, the Partners shall provide the MA/JS with all required information related to ensuring the sustainability of the project, as described in the Description of the project and in accordance with Article 13.2 of this Agreement.

5.16 In this respect, the Lead Partner shall submit the reports for the five years following the project closure, The Partners undertake to provide the Lead Partner with the report within 20 days after request of the LP.

5.17 The MA might decide to ask the Lead Partner of projects which do not include an infrastructure component to provide sustainability reports for the five years following the project closure.

5.18 The annual deadline for submission of the above-mentioned reports is of maximum 30 days from the day and month of the payment of the final balance to the project.

Other information to be provided

5.19 The MA/JS may request additional information at any time. The Lead Partner shall provide this information within the deadline stipulated by the request, but not later than 10 days of the request. The Partner undertakes to provide the Lead Partner with all required information within the deadline stipulated by the request of the Lead Partner.

5.20 In the absence of submitting the documents, required by the MA, the payment will not be made and the Contract may be terminated and the advance payment recovered.

5.21 The Partners shall inform the Lead Partner on the upcoming major project events with sufficient time before, but not less than 10 working days prior to carrying out the event.

ARTICLE 6 - ROLE OF THE PARTNERS

6.1 The Partners shall:

a) carry out the project jointly and severally vis-a-vis the MA taking all necessary measures to ensure that the project is implemented in accordance with the Contract, including the Description of the project in Annex I of the Contract, the Guidelines for Grant Applicants, the Programme and the EU and national legislation applicable and this Agreement.

To this purpose, the Partners shall implement the project with transparency and diligence, in line with the principle of sound financial management and shall involve all the financial, human and material resources required for implementation of their part of the project as specified in the Description of the project;

b) be responsible for complying with any obligation incumbent on it from the Contract and this Agreement jointly or individually. In this respect, the Partners shall be legally and financially responsible for the activities that it is implementing and for the share of the Union funds that it receives;

c) forward to the Lead Partner the data needed to draw up the reports, financial statements and other information or documents required by the Contract and the Annexes thereto and this Agreement, as well as any information needed in the event of audits, checks, monitoring missions or evaluations, as described in Article 11;

d) ensure that all information to be provided and requests made are sent via the Lead Partner to the MA/JS, except for the cases where the MA/JS sends requests directly to the Partners; in these cases, the Partners shall address directly to the MA/JS, with copy to the Lead Partner;

e) agree upon appropriate internal arrangements for the internal coordination and representation of the Partners vis-a-vis the MA for any matter concerning the Contract and this Agreement, consistent with the provisions of the Contract and this Agreement and in compliance with the applicable legislation(s);

f) commits itself to support its own contribution and the non-eligible expenditures, as well as to ensure the temporary availability of funds for the proper implementation of the project between the payments from the programme.

ARTICLE 7 - LIABILITY

- 7.1 The Lead Partner and the Partners agree that one Party cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the other Party while the project is being carried out or as a consequence of the project.
- 7.2 The MA cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Partners while the project is being carried out or as a consequence of the project. The MA cannot accept any claim for compensation or increases in payment in connection with such damage or injury.
- 7.3 The Partners shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the project is being carried out or as a consequence of the project. The Partners shall discharge the MA of all liability arising from any claim or action brought as a result of an infringement of rules or regulations by the Partners or the Partners employees or individuals for whom those employees are responsible, or as a result of violation of a third party's rights. For the purpose of this Article 7 employees of the Partners shall be considered third parties.

ARTICLE 8 - ELIGIBLE COSTS*Cost eligibility criteria*

- 8.1 Eligible costs are actual costs incurred by the Lead Partner and/or the Partners which meet all the following criteria:
- Be related to the costs estimated and indicated in the project budget, necessary for implementing a project, in accordance with the signed grant contract;
 - Be related to costs that were not already financed from other EU Funds or other contributions from third parties (no double funding);
 - Be related to activities implemented in accordance with the programme rules as concerns the eligible geographical location where programme activities are being implemented;
 - Be identifiable, verifiable and registered in the partner's accounts through a separate accounting system or appropriate accounting codes for all transactions relating to the project;
 - Comply with the requirements of the applicable EU and national legislation;

- Be supported by invoices, proof of payment and/or accounting documents of equivalent probative value;
- Observe the relevant public procurement rules, as applicable;
- Be reasonable, justified and comply with the requirements of sound financial management, in particular regarding economy and efficiency, and with the visibility requirements;

8.2 The cost must be incurred during the implementation period of the Project and paid before the submission of the final report.

8.3 An exception is made for costs relating to final reports, only for control reports, and, if the case, final evaluation of the project, which may be incurred after the implementation period of the project.

8.4 Costs related to documentation for projects including an infrastructure component are eligible even if they are incurred during the project preparation period, but not before 1.01.2021.

8.5 Subject to Article 8.1 and, where relevant, to the provisions of Article 9 being respected, the following costs of the Lead Partner and/or the Partner shall be eligible:

- a) On the basis of real costs, for the following cost categories: Travel and accommodation External expertise and services, Equipment, Infrastructure and works;
- b) As flat rates:
 - Staff costs - 20 % of the eligible direct costs other than staff costs;
 - Office and administration costs - 7% of the eligible direct costs, including staff costs.

8.6 No justifying /supporting documents proving the expenditures incurred under cost categories calculated as flat rates have to be provided. Nevertheless, some documents may be required in order to verify the existence of the Staff costs category, where calculated as flat rate.

In kind contributions

8.7 Any contributions in kind do not represent actual expenditure and are not eligible costs.

Non-eligible costs

8.8 The following costs shall not be considered eligible:

- a) debts and interest on debts;

- b) costs declared by the project partners and financed by another project or programme from any other sources;
- c) purchases of land or buildings;
- d) costs related to fluctuation of foreign exchange rate;
- e) loans to third parties;
- f) costs of gifts;
- g) fines, financial penalties and expenditure on legal disputes and litigation;
- h) provisions for losses or liabilities.

8.9 In case the project is not finalized during the eligibility period of expenditures, the Partners shall ensure from its own budget the necessary funds for the finalization of the project.

ARTICLE 9 - PROCUREMENT RULES

- 9.1 If the Partners have to conclude procurement contracts with contractors in order to carry out certain project activities, they shall respect the procurement rules set out in Interreg Regulation.
- 9.2 Contracting authorities or contracting entities (within the meaning of the Union law applicable to public procurement procedures) located in Member States, shall apply national laws, regulations and administrative provisions, as laid down in Article 58.1(a) of the Interreg Regulation.
- 9.3 In all other cases, the public or private Partners shall apply the provisions set out in Article 58.2 of the Interreg Regulation, supplemented by the provisions of Financing Agreement, where the case.
- 9.4 The Partners shall ensure that the conditions applicable to them under Articles 7, 10, 11, 13, 14, 20 and 21 of this Agreement are also applicable to contractors awarded a procurement contract.
- 9.5 If it is not foreseen otherwise in the national legislation of the Lead Partner and/or of the Partners, procedures to award contracts may have been initiated and contracts may be concluded by the Lead Partner and/or the Partners before the start of the implementation period of the project, provided the provisions of this Article have been respected.

ARTICLE 10 - VISIBILITY AND TRANSPARENCY

10.1 The Lead Partner and the Partners must take all necessary steps to publicise the fact that the European Union has co-financed the project. Such measures must comply with the Communication and Visibility Manual for the Programme.

10.2 In particular, the Lead Partner and the Partners shall use the emblem of the Union and the term 'Interreg' next to the emblem of the Union in accordance with the Communication and Visibility Manual for the Programme when carrying out visibility, transparency and communication activities.

10.3 Each Lead Partner/Partner shall acknowledge the support from the Programme by:

- (a) providing on the Lead Partner / Partner's official website or social media sites, where such sites exist, a short description of the operation, proportionate to the level of support provided by the Programme, including its aims and results, and highlighting the financial support from the Programme;
- (b) providing a statement highlighting the support from the Programme in a visible manner on documents and communication material relating to the implementation of the operation, intended for the general public or for participants;
- (c) displaying durable plaques or billboards clearly visible to the public, presenting the emblem of the Union in accordance with the Communication and Visibility Manual for the Programme, as soon as the physical implementation of an operation involving physical investment or the purchase of equipment starts or purchased equipment is installed;

10.4 Communication and visibility materials shall be made available upon request to Union institutions, bodies, offices or agencies and a royalty-free, non-exclusive and irrevocable licence to use such material and any pre-existing rights attached to it shall be granted to the Union in accordance with the Communication and Visibility Manual for the Programme.

ARTICLE 11 - ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

11.1 The MA and/or the JS reserve the right to check, at any time, the conformity of the Programme funds' commitment and disbursement with the rules. In particular, MA and/or JS verifies that services, supplies or works have been performed, delivered and/or installed and whether expenditure declared by the Partners has been paid by them and that this complies with applicable law, Programme rules and conditions for support of the projects. Verifications shall include administrative verifications for each payment requested by Partners and on-the-spot project verifications.

Accounts

11.2 The Partners shall keep accurate and regular accounts of the implementation of the project using an appropriate accounting and double-entry book-keeping system.

The accounts:

- a) may be an integrated part of or an adjunct to the Partners regular system;
- b) shall comply with the accounting and bookkeeping policies and rules that apply in the country concerned;
- c) shall enable expenditure relating to the project to be easily traced, identified and verified.

11.3 The Partners shall ensure that any financial report as required under Article 5 can be properly and easily reconciled to the accounting and bookkeeping system and to the underlying accounting and other relevant records. For this purpose, the Partners shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification.

Right of access

11.4 The Partners shall allow verifications to be carried out by the Audit Authority, the European Commission, the European Anti-Fraud Office, the European Court of Auditors, European Public Prosecutor's Office, the relevant authorities in the countries participating in the Programme, the MA and any bodies / entities authorised by the MA or the above mentioned institutions and bodies that may exercise their power of control concerning premises, documents and information irrespective of the medium in which they are stored. The Partners have to take all steps to facilitate their work.

The verifications described above shall also apply to the activities of contractors, subcontractors and any recipient of Union financing. To this end, the Partners shall ensure, through contractual provisions and any other means at its disposal, that these persons are legally bound by the same obligations as the Partners themselves toward the Audit Authority, the European Commission, the European Anti-Fraud Office, the European Court of Auditors, European Public Prosecutor's Office, the relevant authorities in the countries participating in the Programme, the MA and any bodies / entities authorised by the MA or the above mentioned institutions and bodies, and that its own documentation can remedy any shortcoming to the effective enforcement of the said obligations.

11.5 The Partners shall allow the entities mentioned in Article 11.4 to:

- a) access the sites and locations at which the project is implemented;

- b) examine its accounting and information systems, documents and databases concerning the technical and financial management of the project;
- c) take copies of documents;
- d) carry out on the-spot-checks;
- e) conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the project.

11.6 Additionally, the European Anti-Fraud Office shall be allowed to carry out on-the-spot checks and inspections in accordance with the procedures laid down by the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

Where appropriate, the findings may lead to recovery by the MA.

11.7 Access given to agents of the Audit Authority, the European Commission, European Anti-Fraud Office and the European Court of Auditors, European Public Prosecutor's Office, the relevant authorities in the countries participating in the Programme, the MA and to any bodies / entities authorised by the MA carrying out verifications as provided for by this Article as well as by Article 4.6 shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject.

11.8 If an audit/control mission is carried out or commissioned by any entity mentioned in Article 11, in the course of the project, the Lead Partner and the Partners must provide each other with a copy of the audit/control report.

Record keeping

11.9 The Partners shall keep all records, accounting and supporting documents mentioned in article 5.9. related to the Contract and this Agreement for a 5-year period from 31st December of the year in which the last payment by the Managing Authority to the Lead Partner is made and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of.

They shall be easily accessible and filed so as to facilitate their examination and the Partners shall inform the MA of their precise location upon request.

11.10 All the supporting documents shall be available in the original form and in electronic form if so requested.

ARTICLE 12 - FINAL AMOUNT OF THE GRANT

12.1 The grant may not exceed the maximum ceiling in Article 3.2 either in terms of the absolute value or the percentage stated therein.

If the eligible costs of the project at the end of the project are less than the estimated eligible costs as referred to in Article 3.1, the grant shall be limited to the amount obtained by applying the percentage laid down in Article 3.2 to the eligible costs of the project approved by the MA.

12.2 In addition, and without prejudice to its right to terminate this Contract pursuant to Article 17, if the project is implemented poorly or partially - and therefore not in accordance with the Description of the project in Annex I - or late, the MA may, by a duly reasoned decision and after allowing the Lead Partner to submit its observations, reduce the initial grant in line with the actual implementation of the project and in accordance with the terms of this Contract. This applies as well with regards to the visibility obligations set out in Article 10.

ARTICLE 13 - SUSTAINABILITY, OWNERSHIP/USE OF RESULTS AND ASSETS

13.1 The sustainability arrangements declared and assumed in the project are binding for the Partners and shall be monitored and verified accordingly by the MA.

13.2 The MA is entitled to verify the sustainability of the project after the payment of the final balance, including by requesting relevant reports or other documents.

13.3 In case the project includes an infrastructure component, if, within five years of the project closure, the project is subject to a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives, the Lead Partner shall repay to the MA the INTERREG grant. Sums unduly paid in respect of the project shall be recovered by the MA in proportion to the period for which the requirement has not been fulfilled.

13.4 The MA is entitled to verify the fulfilment of the Result indicators at project level up to one year after project completion.

13.5 Ownership of, and title and intellectual and industrial property rights to, the project's results, reports and other documents relating to it will be vested in the Lead Partner and the Partners. The Partners are responsible for the purposeful use of equipment after its receipt.

13.6 Without prejudice to Article 13.5, the Lead Partner and the Partners shall grant the MA, the National Authorities of the countries participating in the Programme and the European Commission the right to use freely and as they see fit, and in particular, to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium all documents and information deriving from the project whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.

13.7 The Lead Partner and the Partners shall ensure that they have all rights to use any pre-existing intellectual property rights necessary to implement the Contract and this Agreement.

ARTICLE 14 - EVALUATION/MONITORING OF THE PROJECT

14.1 If the MA/JS or the European Commission carries out an interim or ex post evaluation or a monitoring mission, the Partners shall undertake to provide it and/or the persons authorised by it with any document or information which will assist with the evaluation or monitoring mission, and grant them the access rights described in Article 11.

14.2 If an evaluation/monitoring is carried out or commissioned by the Lead Partner or the MA, by case, in the course of the project, the Lead Partner must provide the Partners with a copy of the evaluation/monitoring report.

ARTICLE 15 - AMENDMENT OF THE AGREEMENT AND PROVISIONS RELATED TO THE AMENDMENT OF THE CONTRACT

15.1 Any amendment to the Agreement must be set out in writing in an addendum, which shall be agreed between the Lead Partner and the Partners.

15.2 Any intent to modify the Partnership Agreement will be notified in writing to the Lead Partner. As the Partnership Agreement is an annex to the grant contract, the Lead Partner is responsible to inform the MA/JS about the intended modifications and seek for its prior approval.

15.3 The amendment to the Contract, including the annexes thereto may not have the purpose or the effect of making changes to the Contract that would call into question the grant award decision or be contrary to the equal treatment of applicants.

15.4 The Lead Partner must seek for the agreement of the Partners before initiating any modification of the Contract.

- 15.5 If an amendment is requested by the Partners, it shall submit a duly justified request to the Lead Partner in due time, so that the Lead Partner is able to submit the request to the MA with 30 days before the date on which the amendment should enter into force. The request must be accompanied by all the supporting evidence needed for its appraisal.
- 15.6 Notwithstanding the provisions of Article 15.1, changes which do not alter in a significant way the project and is not contrary to the principle of equal treatment of the partners, may be performed by means of a notification. The modifications may include, without limiting at, change of the contact person of the Lead Partner/Partners, change of the bank account, minor changes in the Work plan related either to a change of format or to rescheduling of activities/deliverables, correction of inconsistencies, transfers of amounts between items within the same main budget heading, transfer between main budget heading involving a variation of 20% or less of the initial contracted amount in the source budget heading, not having a major impact on the budget.
- 15.7 Any change performed by the Partners in projects prior to the Managing Authority's approval of the Addendum or prior to receiving the JS acceptance in JeMS for a request for modification following a Notification will be made on the responsibility and on the financial risk of the partners (Lead Partner or Partner).
- 15.8 The partners should be fully aware on the risk of performing a change which will not be approved, later on, by the Programme bodies and which may imply ineligibility of expenditures.

ARTICLE 16 - EXTENSION AND SUSPENSION

Extension

- 16.1 The Partners must inform the Lead Partner without delay of any circumstances likely to hamper or delay the implementation of the project and provide all the supporting evidence needed for its appraisal.

Suspension by the Partners

- 16.2 The Partners may suspend implementation of the project, or any part thereof, if exceptional circumstances, notably force majeure, make such implementation excessively difficult or dangerous. The Partners must inform the Lead Partner without delay, stating the nature, probable duration and foreseeable effects of the suspension.
- 16.3 The Lead Partner or the MA may then terminate the Contract in accordance with Article 17.1. If the Contract is not terminated, the Partners shall endeavour to minimise the time

of its suspension and any possible damage and shall resume implementation once circumstances allow, informing the Lead Partner accordingly.

Suspension by the Lead Partner, including following the request of the MA

16.4 The Lead Partner may request the Partners, including following the request of the MA, to suspend implementation of the project, or any part thereof, if exceptional circumstances, notably force majeure, make such implementation excessively difficult or dangerous. To this purpose, the Lead Partner shall inform the Partners stating the nature and probable duration of the suspension.

16.5 The MA or the Lead Partner may then terminate the Contract in accordance with Article 17.1. If the Contract is not terminated, the Partners shall endeavour to minimise the time of its suspension and any possible damage and shall resume implementation once circumstances allow and after having obtained the approval of the Lead Partner.

16.6 The Lead Partner shall also suspend the implementation of the project, or any part thereof, if the MA suspends the Contract in case the MA has evidence that, or if, for objective and well justified reasons, the MA deems necessary to verify whether presumably:

- a) the grant award procedure or the implementation of the project have been subject to substantial errors, irregularities, fraud or corruption;
- b) the Partners has breached any substantial obligation under the Contract and this Agreement.

16.7 The Partners shall provide to the Lead Partner any information, clarification or document requested by the MA, in due time, so that the Lead Partner is able to submit the information, clarification or document requested to the MA within the deadline stipulated in the request, but no more than 15 days of receipt of the requests sent by the MA. If, notwithstanding the information, clarification or document provided by the Partners, the award procedure or the implementation of the grant proves to have been subject to substantial errors, irregularities, fraud, corruption or breach of obligations, then the MA may terminate the Contract according to Article 17.2 of the Contract.

Force majeure

16.8 The term force majeure, as used herein, covers any unforeseeable events, not within the control of either party to the Contract and this Agreement and which by the exercise of due diligence neither party is able to overcome such as strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not,

blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosion. A decision of the European Union to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspending funding under the Contract and this Agreement.

Extension of the implementation period following a suspension

16.9 In case of suspension according to Articles 16.2, 16.4 and 16.6, the implementation period of the project may be extended by a period equivalent to the length of suspension, without prejudice to any amendment to the Contract that may be necessary to adapt the project to the new implementing conditions, after obtaining the prior written approval of the MA.

ARTICLE 17 - TERMINATION OF THE AGREEMENT

17.1 The termination of the Agreement is possible only with prior information of the MA.

17.2 This Agreement is automatically terminated, without any other formality, where the MA decides to terminate the Grant Contract, due to the reasons stipulated in Article 17.2 of the Contract.

ARTICLE 18 - ADMINISTRATIVE AND FINANCIAL PENALTIES

18.1 Without prejudice to the application of other remedies laid down in the Contract and in this Agreement, the Partner who has made false declarations, was subject to fraud or corruption or was in serious breach of its contractual obligations may be excluded from all contracts and grants financed by the MA.

18.2 In addition, or in alternative to the administrative sanctions laid down in Article 18.1, the Partner may also be subject to financial penalties.

18.3 The MA shall apply the financial corrections required in connection with individual or systemic irregularities detected in the project. The financial corrections shall consist of cancelling all or part of the Union contribution to the project. The MA shall take into account the nature and gravity of the irregularities and the financial loss and shall apply a proportionate financial correction.

18.4 The criteria for establishing the level of financial correction to be applied and the criteria for applying flat rates or extrapolated financial correction are those adopted in accordance with CPR Regulation (EU) No¹, in particular Article 104 and Annex XXV.

¹ 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

- 18.5 The MA shall formally notify the Lead Partner and/or the Partners concerned of any decision to apply such penalties.
- 18.6 In case the European Commission applies individual financial corrections to the Programme according the MA may decide to cancel part of the grant, in order to cover these corrections from the projects' budgets, concerned by the corrections.
- 18.7 In case the European Commission applies financial corrections to the Programme according to Article 104 of CPR Regulation and the financial corrections concern systemic deficiencies in the programme management and control system in relation with irregularities at projects level, the MA may decide to cancel part of the grant in order to cover these corrections from the project' budgets, as follows:
- a) if the systemic deficiency concerns one specific country, the Lead Partner and/or the Partners established in the respective country will be required to reimburse to the Programme accounts the amount identified by MA as a result of the financial correction;
 - b) if the systemic deficiency concerns the whole system, the Lead Partner and each Partner will be required to reimburse to the Programme accounts the amount representing the percentage of the financial correction applied to the expenditure incurred by the Lead Partner and the Partners and declared by the MA to the European Commission at the date of the decision to apply the financial correction.
- 18.8 In case the European Commission decommits any amount in the programme according to Article 105 of CPR Regulation, as a result of the Partners failing to submit their payment requests according to the calendar set at the project level and the delays generate decommitment at the Programme level, the MA may decide to cancel part of the grant, subject to a MC decision in this respect.
- 18.9 In case of a decision to cancel a part of the grant, the Lead Partner shall submit to the MA a revised budget, within 14 days following the receipt of MA's notification. In case of failure to respect the deadline, the cancellation shall be applied proportionally to all budgetary lines. The modification of the contract in case of cancellation at project level shall take the form of a decision of the representative of the MA signing the contract, which will be notified to the Lead Partner, and which becomes part of the Contract.
- 18.10 Subject to, the MA has the right to temporarily withhold payments to a particular Partner (Lead Partner or Partner) or the project as a whole. Payment suspension(s) shall be lifted as soon as observations and/or reservations raised by the Commission have

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

been withdrawn and the MA has received sufficient evidence on the solution of the systemic error(s) detected.

- 18.11 If the Lead Partner / Partners fails to provide any report or fails to provide any additional information requested by the MA within the set deadline without an acceptable and sufficient written explanation of the reasons, the MA may apply measures, taking into account the principle of proportionality, by cancelling up to 5 % of the support from the Programme to the Lead Partner / Partners concerned or may terminate the Contract according to Article 17.2 a).
- 18.12 Where the Lead Partner/Partners does not comply with its obligations under art. 10.2 and art.10.3 and where remedial actions have not been put into place, the MA shall apply measures, taking into account the principle of proportionality, by cancelling up to 2 % of the support from the Programme to the Lead Partner/Partners concerned.

ARTICLE 19 - RECOVERY

- 19.1 If recovery is justified under the terms of the Contract and this Agreement, including where the award procedure or performance of the Contract is vitiated by substantial errors or irregularities or by fraud or corruption attributable to the Partner or if any amount is unduly paid to the Partner or if any amount paid by the MA falls under the State aid rules, the Partner undertakes to repay the Lead Partner these amounts, within 30 days from the communication of the notification by the Lead Partner, including bank charges incurred by the MA for the payment to the Lead Partner of the amounts corresponding to the Partner's budget, which become due to the MA.
- 19.2 For the amounts due by a Partner (previously established as "unduly paid amounts"), the Lead Partner shall request these amounts from the affected Partner in order to repay to the MA. The affected Partners may repay the amounts due directly to the MA, notifying the Lead Partner about this decision.
- 19.3 If recovery is justified under the terms of this Contract as mentioned in article 19.1, the MA is entitled to offset the amount to be reimbursed against the affected Partner in the next payment.
- 19.4 If there are no additional payments linked to expenditure of the affected Partner and the MA did not recover the amounts due following Articles 19.1 and 19.2 the participating country on whose territory the affected partner is located shall reimburse the MA in accordance with Article 52(3) of the Interreg Regulation. The participating country is then entitled to claim the amounts due from the affected partner, pursuant to its national law.

- 19.5 Payments made do not preclude the possibility for the MA to issue a debit note to the Lead Partner following an expenditure verification report, an audit or further verification of the payment request or any other type of verifications. In this case, the affected Partner undertakes to repay the Lead Partner the amounts due, in accordance with Article 19.1.
- 19.6 If a verification reveals that an amount corresponding to real costs has been unduly paid and has to be recovered, the MA shall be entitled to recover proportionately the amount corresponding to flat rate financing.
- 19.7 Without prejudice to the prerogative of the MA, if necessary, the Member State or the partner country where the Partner is established may proceed itself to the recovery by any means from the respective Partner.

Interest on late payments

- 19.8 Should the Partner fail to make repayment within the deadline set, the Lead Partner may increase the amounts due by adding interest of one and a half percentage points above the rate applied by the European Central Bank in its main refinancing operations on the first working day of the month in which the due date falls.

The default interest shall be incurred over the time which elapses between the date of the payment deadline set by the Lead Partner, and the date on which payment is actually made. Any partial payments shall first cover the interest thus established.

Other provisions

- 19.9 Bank charges incurred by the repayment of amounts due to the Lead Partner shall be borne entirely by the Partners.

ARTICLE 20 - CONFLICT OF INTERESTS AND GOOD CONDUCT

- 20.1 For the purpose of the Contract and this Agreement, the conflict of interest shall mean any situation where there is a divergence between the fulfilment of responsibilities under the grant Contract and this Agreement by the Parties and the private interest of the persons involved in the Contract and in this Agreement, which may adversely affect the impartial and objective exercise of the functions of any person involved in the implementation/verification/control/audit of the Contract and this Agreement, for reasons

involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person.

- 20.2 The Partners shall prevent or end any situation that could compromise the impartial and objective performance of the Contract and of this Agreement. Any conflict of interests which may arise during performance of the Contract and of this Agreement must be notified in writing to the Lead Partner without delay. The Partners shall take appropriate actions to remedy any negative effects of the conflict of interest within 30 days from the notification of the Lead Partner.
- 20.3 The Lead Partner reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.
- 20.4 The Partners shall ensure that their staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under the Contract and this Agreement, the Partners shall replace, immediately and without compensation from the Lead Partner, any member of their staff in such a situation.
- 20.5 The Partners shall respect human rights and applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards.

ARTICLE 21 - CONFIDENTIALITY

- 21.1 Subject to Article 11, the Lead Partner and the Partners undertake to preserve the confidentiality of any information, notwithstanding its form, disclosed in writing or orally in relation to the implementation of the Contract and this Agreement and identified in writing as confidential until the end of the validity period of the Agreement as defined by Article 2.5 above.
- 21.2 As an exception from the rule provided in the previous paragraph, the data used for visibility purposes, for informing on and promoting the use of INTERREG funds, shall not be considered as having confidential status.
- 21.3 The Parties shall bare no responsibility for releasing information on the Contract and the Agreement if:
- a) the information was released with the written agreement of the other Party; or
 - b) the Party was legally forced to release the information.

21.4 The Lead Partner and the Partners shall not use confidential information for any aim other than fulfilling their obligations under this Contract unless otherwise agreed with the MA.

ARTICLE 22- PROTECTION OF PERSONAL DATA

22.1 Any personal data will be processed solely for the purposes of the performance, management and monitoring of this Contract by the MA and may also be passed to the bodies in charge with monitoring or inspection tasks according to Chapter IV or any bodies/entities authorised by the MA. The Lead Partner and the Partners will have the right of access to their personal data and the right to rectify any such data. If the Lead Partner and the Partners have any queries concerning the processing of personal data, they shall address them to the MA.

22.2 The Lead Partner and the Partners shall limit access and use of personal data to that strictly necessary for the performance, management and monitoring of this Contract and shall adopt all appropriate technical and organisational security measures necessary to preserve the strictest confidentiality and limit access to this data.

22.3 Personal Data collection, processing and storage shall be performed according to the provisions of the Regulation No 679/2016² for the purpose of project implementation and monitoring, fulfilment of its objectives, as well as statistical purpose.

22.4 Personal Data, as classified by Regulation No 679/2016, shall be processed in accordance with the legislation aforementioned throughout the contractual period, including during the period of monitoring and verification of the contractual objectives, for the purpose and the legal basis for which this contract was concluded.

22.5 The Lead Partner and the Partners shall take appropriate technical and organizational actions, according to their own responsibilities and institutional competencies, in order to ensure a proper Personal Data security level, during their processing and re-processing, their transfer to third-parties and publishing on internal or external public sources.

22.6 The Lead Partner and the Partners shall ensure, according to their own responsibilities and institutional competencies, all the technical and organizational conditions to preserve the confidentiality, integrity and availability of Personal Data.

22.7 The Lead Partner and the Partners shall inform and notify the MA about any security breaches regarding the processing of Personal Data related to their contract, in order to

² 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 (General Data Protection Regulation)

be urgently adopted the required technical and organizational actions and to be notified the Romanian National Supervisory Authority for Personal Data Processing (ANSPDCP), according to the obligations arising from the provisions of Regulation No 679/2016.

22.8 The Lead Partner and the Partner, through their representatives assigned to process the Personal Data related to this contract and its possible addenda, shall keep records of the processing activities according to Article 30 of the Regulation No 679/2016.

22.9 In order to maintain security and to prevent processing in infringement of the Regulation No 679/2016, the Lead Partner and the Partners shall evaluate the risks related to Personal Data collection, processing and storage and implement measures to mitigate those risks. When a high-risk results, it is necessary to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data, as foreseen by art 35 of Regulation No 679/2016.

22.10 Each Lead Partner and the Partners have the obligation of obtaining and keeping the records of the acknowledgements of the persons which are part of the project's target group, as well as of all the persons involved in the implementation of the project whose Personal Data are being used (e.g project team members, external experts, guests to events, etc.), for the activities in their responsibility, for the attainment and implementation of the project's objectives.

ARTICLE 23 - ASSIGNMENT, LEGAL SUCCESSION AND CHANGES IN THE PARTNERSHIP

23.1 The Agreement and the payments attached to it may not be assigned to a third party in any manner whatsoever.

23.2 Being aware of the fact that all changes in the partnership must be set out in an addendum to the Grant Contract, the Lead Partner and the Partners agree not to withdraw from the project unless there are unavoidable reasons for it.

23.3 In case of legal succession, the Partner is obliged to transfer all duties under this contract to the legal successor. The Partners shall notify beforehand the Lead Partner.

23.4 In case another Partner withdraws from the project or is debarred from it, the Lead Partner and the Partners will undertake to find a rapid and efficient solution to ensure the further proper project implementation without any delay. Consequently, the Lead Partner and the Partners will endeavour to cover the contribution of the withdrawing Partner, either by assuming its tasks by one or more of them or by asking one or more new participants to join the partnership, regarding the respective Programme provisions.

23.5 The provisions set in Article 11 shall remain applicable if the Partner withdraws or is debarred from the project.

ARTICLE 24 - APPLICABLE LAW AND DISPUTE SETTLEMENT

24.1 This Agreement shall be governed by the law of Republic of Türkiye, which is the seat of the Lead Partner.

24.2 The Lead Partner and the Partners shall do everything possible to settle amicably any dispute arising between them during implementation of this Agreement. To that end, they shall communicate their positions and any solution that they consider possible in writing, and meet each other at either's request.

24.3 In the event of failure to reach an amicable agreement, the dispute may by common agreement of the Parties be submitted to the conciliation of a commonly agreed arbitrator.

24.4 In the event of failure of the above procedures, each Party may submit the dispute to the courts of Edirne, Türkiye.

ARTICLE 25 - OTHER PROVISIONS

N.A.

ARTICLE 26 - FINAL PROVISIONS

26.1 Any official communication relating to this contract must be in the English language, in writing, state the number and title of the project and be sent to the following addresses:

For the Lead Partner: **Uzunkopru Municipality Administration**, Cumhuriyet Mahallesi, 19 Mayıs Blvd Nr. 160, 22200 Uzunkopru, Türkiye, E-mail: yaziisleri@uzunkopru.bel.tr

For Partner no. 2: **Istanbul University - Cerrahpasa/ Faculty of Forestry Department of Landscape Architecture**, Avcilar Campus, Baglarici BLVD 7, 37320 Avcilar / ISTANBUL, Türkiye, e-mail: niluferk@iuc.edu.tr

For Partner no. 3: **Municipality of Sozopol**, Han Krum Sqr. 2, 8130 Sozopol, Bulgaria, e-mail: bkoleva@sozopol.bg

For Partner no. 4: **City Hall of Batumi Municipality**, L. Asatiani St. N25, 6010 Batumi, Georgia, e-mail: rzhozhadze@gmail.com

For Partner no. 5: **Kavala Municipality**, 10, Kyprou Str., 65302 Kavala, Ellada, e-mail:

iachatvity@gmail.com

26.2 In the event of a conflict between the provisions of the Agreement and those of the Grant Contract signed by the Lead Partner with the MA, the provisions of the Grant Contract shall take precedence. The Agreement is an integral part of the Grant Contract and all the annexes.

Done in English in 5 originals, one original being for the MA, one for the Lead Partner and one for each Partner, which will be uploaded in the Jems.

**For the Lead Partner:
Uzunkopru Municipality Administration**

Name **Ediz MARTIN**
Title Mayor
Signature
Date

**For Partner 2: Istanbul University -
Cerrahpasa/ Faculty of Forestry
Department of Landscape Architecture**

Name **Prof. Dr. Erol INCE**
Title Vice Rector
Signature
Date

For Partner 3: Municipality of Sozopol

Name **Tihomir Yanakiev**
Title Mayor
Signature
Date

**For Partner 4: City Hall of Batumi
Municipality**

Name **Archil Chikovani**
Title Mayor
Signature
Date



For Partner 5: Kavala Municipality

Name **Theodoros Mouriadis**

Title Mayor

Signature

Date