UCHWAŁA NR IX/103/2024
RADY GMINY SIEDLCE

z dnia 28 listopada 2024 r.

w sprawie wyrażenia zgody na zawarcie umowy partnerskiej pomiędzy, Gminą Siedlce, Miastem Garwolin, Ochotniczą Strażą Pożarną w Kownaciskach, Miastem Brody, Wsią Kolochava, Euroregion Karpaty Ukraina – Karpacka Agencja Rozwoju Regionalnego na rzecz wspólnej realizacji projektu pod nazwą: „Together for safety in the cross-border area" („Wspólnie dla bezpieczeństwa w obszarze transgranicznym") w ramach Programu Interreg NEXT Polska – Ukraina 2021-2027.

Na podstawie art. 18 ust. 2 pkt. 12 w związku z art. 10 ust. 1 oraz art. 74 ustawy z dnia 8 marca 1990 r. o samorządzie gminnym (tj. Dz. U. z 2024 r. poz. 609, 721), a także na podstawie art. 39 ustawy z dnia 28 kwietnia 2022 r. o zasadach realizacji zadań finansowanych ze środków europejskich w perspektywie finansowej 2021-2027 (Dz. U. z 2022 r., poz. 1079) Rada Gminy Siedlce uchwala, co następuje:

§ 1.

Rada Gminy Siedlce wyraża zgodę na zawarcie umowy partnerskiej z Gminą Siedlce, Miastem Garwolin, Ochotniczą Strażą Pożarną w Kownaciskach, Miastem Brody, Wsią Kolochava, Euroregion Karpaty Ukraina – Karpacka Agencja Rozwoju Regionalnego, dotyczącą realizacji projektu pn. „Together for safety in the cross-border area" („Wspólnie dla bezpieczeństwa w obszarze transgranicznym") w ramach Programu Interreg NEXT Polska – Ukraina 2021-2027, Priorytet 1. Środowisko.

§ 2.

Upoważnia się Wójta Gminy Siedlce do zawarcia umowy regulującej zasady wspólnej realizacji Projektu, według wzoru określonego w załączniku do niniejszej uchwały.

§ 3.

Wykonanie uchwały powierza się Wójtowi Gminy Siedlce.

§ 4.

Uchwała wchodzi w życie z dniem podjęcia.

Przewodniczący Rady

Mikołaj Walo

Załącznik do Uchwały
Nr IX/103/2024
Rady Gminy Siedlce
z dnia 28 listopada 2024r.

(WZÓR) PARTNERSHIP AGREEMENT

(hereinafter: "The Agreement")[1]

regarding the implementation of the Project **"Together for safety in the cross-border area" PLUA.01.01-IP.01-0037/23**

in accordance with the decision of the Monitoring Committee of 18-19.04.2024

under the Programme Interreg NEXT Poland – Ukraine 2021-2027

concluded between:

Siedlce Commune (Gmina Siedlce)

self-government communities

Mieczysława Asłanowicza 10, 08-110 Siedlce, Poland

NIP 8212443829

acting as the **"Lead Partner"**,

represented by Henryk Brodowski, Commune Mayor and Agnieszka Wiadrowska, Treasurer of commune pursuant to the authorisation of 21.08.2024 (Legal Entities Form), constituting Annex no. 1,

and

full name of Project Partner 1]

[legal status (organisation)]

[organisation registration number, e.g., KRS (National Court Register), if applicable]

[address]

[VAT Number (NIP), in the case of a Project Partner registered as a taxable person for the purposes of value added tax - VAT] acting as the **"Project Partner 1"**[2],

represented by [name and surname and position of the person representing the Project Partner],

pursuant to the authorisation of ……. (Legal Entities Form), constituting Annex no. 2],

and

full name of Project Partner 2]

[legal status (organisation)]

[organisation registration number, e.g., KRS (National Court Register), if applicable]

[address]

[1] The model partnership agreement can be adapted to the needs of the partnership. The template of the partnership agreement defines the minimum scope of the agreement to be signed between the Lead Partner and the Project Partners.

[2] Project Partners should be added as required.

[VAT Number (NIP), in the case of a Project Partner registered as a taxable person for the purposes of value added tax - VAT] acting as the **"Project Partner 2"**[3],

represented by [name and surname and position of the person representing the Project Partner],

pursuant to the authorisation of ……. (Legal Entities Form), constituting Annex no. 2],

and

full name of Project Partner 3]

[legal status (organisation)]

[organisation registration number, e.g., KRS (National Court Register), if applicable]

[address]

[VAT Number (NIP), in the case of a Project Partner registered as a taxable person for the purposes of value added tax - VAT] acting as the **"Project Partner 3"**[4],

represented by [name and surname and position of the person representing the Project Partner],

pursuant to the authorisation of ……. (Legal Entities Form), constituting Annex no…],

and

full name of Project Partner 4]

[legal status (organisation)]

[organisation registration number, e.g., KRS (National Court Register), if applicable]

[address]

[VAT Number (NIP), in the case of a Project Partner registered as a taxable person for the purposes of value added tax - VAT] acting as the **"Project Partner 4"**[5],

represented by [name and surname and position of the person representing the Project Partner],

pursuant to the authorisation of ……. (Legal Entities Form), constituting Annex no…],

and

full name of Project Partner 5]

[legal status (organisation)]

[organisation registration number, e.g., KRS (National Court Register), if applicable]

[address]

[VAT Number (NIP), in the case of a Project Partner registered as a taxable person for the purposes of value added tax - VAT] acting as the **"Project Partner 5"**[6],

represented by [name and surname and position of the person representing the Project Partner],

pursuant to the authorisation of ……. (Legal Entities Form), constituting Annex no…],

collectively referred to as the "Parties" who have agreed as follows:

[3] Project Partners should be added as required.
[4] Project Partners should be added as required.
[5] Project Partners should be added as required.
[6] Project Partners should be added as required.

§ 1

DEFINITIONS

The terms used in the Agreement shall be interpreted as:

Application Form - the application approved by the Monitoring Committee on 18-19.04.2024 for the co-financing of the implementation of the project numbered PLUA.01.01-IP.01-0037/23. Data from the Application Form, together with all annexes necessary to carry out verification of the correct project implementation is available and updated in CST2021.

Co-financing - the EU contribution to the eligible expenditure of the project awarded under the Agreement;

Conflict of interest - any situation where the impartial and objective performance of a person involved in the implementation of tasks related to the disbursement of EU funds is or may be compromised for personal reasons;

Controller - a body or a person designated by each country according to art 46.3 of Interreg Regulation and responsible for control on the territory of the country participating in the Programme;

CST2021 - a central ICT system, the development and operation of which is the responsibility of the Minister in charge of regional development. The system collects and stores data on implemented projects. It enables the Lead Partner and Project Partners to settle the implemented project;

CST2021 Beneficiary Manual - a manual for working in CST2021 system in which the implemented project is settled. The current CST2021 Beneficiary Manual is available on the Programme website;

De minimis aid - aid regulated by the de minimis Regulation;

De minimis regulation - Commission Regulation (EU) 2023/2831 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L, 2023/2831, 15.12.2023).

Due Co-financing - a grant which the Managing Authority approves to the Lead Partner on the basis of eligible expenditure

Durability - maintaining the investment for a period of five years from the date of the last payment made by the Managing Authority to the Lead Partner. This rule applies to projects involving infrastructure investment and production investment as laid down in Article 65 of the Regulation (EU) No 2021/1060. The following circumstances shall not arise during the sustainability period:

a) the cessation or relocation of production activities outside the NUTS 2 region in which the particular project received the support;

b) changes in the ownership of an element of infrastructure that provides undue advantage to a company or public entity;

c) a substantial change affecting the nature of the project, its objectives or the conditions of its implementation which could result in a violation of the original objectives of the project;

Eligible expenditure - an expenditure or cost correctly incurred by the Lead Partner or the Project Partner in connection with the implementation of the project, i.e., in accordance with the Grant Contract, the provisions of the European Union and the national law and the Programme Manual;

ERDF Regulation - Regulation (EU) 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and the Cohesion Fund (OJ L 231 of 30.06.2021, p. 60, as amended);

Financial correction - the cancellation of all or part of the co-financing for a project or Programme as a result of irregularities or serious misconduct;

Financial Regulation - Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014 and (EU) No 283/2014 and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1).

Flat rate - forms of simplified expenditure;

GBER - Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ L 187, 26.06.2014, p. 1, as amended);

General Regulation - 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 Fair Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and the financial rules for these Funds and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Financial Support Facility for Border Management and Visa Policy (OJ L 231 of 30.06.2021, p. 159, as amended);

Grant Contract – contract no. PLUA.01.01-IP.01-0037/23-00 concluded between the Managing Authority and the Lead Partner for the implementation of the project "Together for safety in the cross-border area";

Ineligible expenditure - any expenditure or cost that cannot be considered eligible expenditure;

Interreg 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 (OJ L 231 of 30.06.2021, p. 94);

Irregularity - any infringement of applicable law resulting from an act or omission by the Lead Partner or a Project Partner which has, or may have, a detrimental effect on the budget of the European Union by charging an unjustified item of expenditure to it.

Joint Secretariat - a body appointed by the Managing Authority in agreement with the countries participating in the Programme to assist the Managing Authority and the Monitoring Committee in performing their functions;

Lead Partner - an entity identified in the Application Form, which signs the Grant Contract and is responsible for the financial and substantial implementation of the project;

Monitoring Committee – an independent body appointed by the countries participating in the Programme in agreement with the Managing Authority to monitor the implementation of the Programme;

Partial progress report - an individual progress report that the Lead Partner and each Project Partner submit to the Controller according to the rules defined in the Programme Manual;

Payment claim for the project – a part of the progress report for the project that the Lead Partner submits to the Joint Secretariat (an exception is the first payment claim which appears as a stand-alone document) under the terms and conditions of the Programme Manual and the Contract.

Pre-financing payment - funds transferred by the Managing Authority to the Lead Partner's bank account for the purpose of implementation of the project.

Programme - The Interreg NEXT Poland-Ukraine 2021-2027 Programme approved by the European Commission Decision No C(2022) 8930 of 30th November 2022;

Programme documents - documents approved by the Managing Authority or the Monitoring Committee that are used during the Programme implementation.

Programme Manual - a document approved by the Monitoring Committee of the Programme which sets out the rules for the preparation, implementation, monitoring and settlement of the project as well as its durability. The current Programme Manual is available on the Programme website;

Programme website - website www.pl-ua.eu

Progress report for a project - a progress report which the Lead Partner submits to the Joint Secretariat under the terms and conditions stipulated in the Programme Manual and in the Agreement;

Project – a series of activities implemented under the Agreement which aims to achieve the objectives set out in the Application Form for co-financing and the target values of the output and result indicators;

Project partner - an entity indicated in the Application Form which participates in the project and is bound with the Lead Partner by a Partnership Agreement;

Project Partner's account - a bank account kept by each Project Partner in EUR, indicated in Annex no. 3. to the Partnership Agreement, to which the grant is transferred;

Reimbursement - payment of the co-financing due to the Lead Partner by the Managing Authority;

State aid – aid regulated by the GBER.

§ 2

SUBJECT MATTER OF THE AGREEMENT

1. The subject matter of the Agreement is to define the principles of cooperation and to establish mutual obligations of the Parties undertaken in order to implement the project "Together for safety in the cross-border area" no. PLUA.01.01-IP.01-0037/23-00.
2. The Agreement also sets out the requirements regarding the correct management of the grant funds allocated to the project by the Parties to the Agreement and the terms and conditions of recovering the amounts incorrectly spent from the Project Partners by the Lead Partner.
3. Throughout the implementation of the project and in the period of its sustainability, the Parties shall act in accordance with:
    1) the applicable EU and national legislation, in particular:
        a) the Interreg Regulation;
        b) the ERDF Regulation;
        c) the Financial Regulation;
        d) the General Regulation;
        e) European Commission implementing regulations supplementing the General Regulation, the Interreg Regulation and the ERDF Regulation;

f) the *de minimis* regulation;[7]

g) the GBER;

h) the Regulation of the Minister of Development Funds and Regional Policy of 11 December 2022 on granting *de minimis aid* and State aid under Interreg programmes for 2021-2027 (Journal of Laws of the Republic of Poland pos. 2755, of 23.12.2022);

i) the national and EU legislation on *de minimis* and State aid;

j) the national and EU legislation in the scope of personal data protection;

k) the national, programme and EU legislation, Financing Agreement in the scope of public procurement;

l) the national and EU regulations governing the implementation of the principle of equal opportunities and non-discrimination, including accessibility for persons with disabilities and the principle of equality of women and men;

m) other applicable national legislation (e.g., In the scope of labour law, taxes, environmental protection, etc.);

2) current Programme documents, in particular:

a) the Programme Interreg NEXT Poland-Ukraine 2021-2027;

b) Programme Manual;

c) Annex 2 to Financing Agreement;

d) CST2021 Beneficiary Manual.

3) national and EU rules and guidelines, in particular:

a) Commission interpretative communication of 1 August 2006 on the Community law applicable to contract awards not or not fully subject to the provisions of the Public Procurement Directives (OJ C 179, 01.08.2006, p. 2);

b) Commission Decision C(2019)3452 final of 14 May 2019 establishing guidelines for determining financial corrections to expenditure financed by the European Union for non-compliance with applicable public procurement rules.

4) and:

a) jointly submitted Application Form;

b) Grant Contract.

4. The Partner declares that they have reviewed the documents specified in section 3 and acknowledges the manner of making amendments to these documents available to it.

5. The Partners confirm the accuracy of the data contained in the Agreement and in the annexes which form an integral part hereof.

5a. The Partner shall provide the Lead Partner with the completed Annex no.3 – Project Partner's account by the moment of submission of the request for initial pre-financing payment for the project at the latest.

[7] Letters f-h shall apply in the case of projects in which the Lead Partner or the Project Partner awards the State aid.

6. All Project Partners undertake to apply the applicable EU and national legislation, the current Programme documents as well as the national and EU rules and guidelines referred to in section 3.

§ 3

TERMS OF THE AGREEMENT

1. The Agreement shall enter into force as of the day of its signing by the last of the Parties.
2. The Agreement shall remain in force until all obligations of the Lead Partner, including those related to the sustainability of the project, as defined in the project Grant Contract and all obligations of the Parties under the Agreement have been fulfilled.

§ 4

RIGHTS AND OBLIGATIONS OF THE LEAD PARTNER

1. The Lead Partner shall be authorised by the Project Partners to sign the project Grant Contract with the Managing Authority and to take over the responsibility for ensuring the overall implementation of the Project towards the Managing Authority.
2. The Lead Partner is responsible to the Managing Authority for the correct and timely implementation of the entire project. They are also responsible for any action taken by the Project Partners or their failure to take action, which results in a breach of the obligations imposed by the Grant Contract and the Agreement.
3. The Lead Partner shall be authorised by the Project Partners to liaise with the Managing Authority in the framework of the project implementation. The Lead Partner shall coordinate and act as a mediator in the communication between the other Project Partners and the Joint Secretariat and the Managing Authority. The Lead Partner shall make available to the other Project Partners documents and information received from the Joint Secretariat and the Managing Authority which are necessary for the implementation of their activities.
4. At the request of any Project Partner, the Lead Partner shall be obliged to immediately request from the Joint Secretariat any information necessary for the due implementation of their part of the project. The Project Partner shall be obliged to provide the Lead Partner without any delay with all relevant information and documents necessary for the preparation of the request to the Joint Secretariat.
5. The Lead Partner shall ensure timely commencement of the project implementation, implementation of all activities envisaged in the project and its completion in accordance with the schedule constituting Annex no. 4 hereto agreed jointly with the other Project Partners. If necessary, the Lead Partner shall update the schedule within the deadlines and in accordance with the rules defined in the Programme Manual.
6. The Lead Partner shall:
    a) ensure the correct implementation of the project activities. It shall immediately inform the Project Partners and the Joint Secretariat of any circumstances that may adversely affect the timing and scope of the scheduled activities;
    b) regularly monitor the material progress of the project and informs the Joint Secretariat immediately of any circumstances delaying or preventing its full implementation in accordance with the Application Form or the intention to discontinue the project;
    c) act for the timely receipt of the grant and immediately transfers the appropriate parts

of the grant to the bank accounts of the Project Partners within 7 working days from the date on which the grant payment is credited to the Lead Partner's account. The transfer of payments to the Project Partners shall be made without undue delay and without any deductions, unless the payment of the next pre-financing payment or the final payment for a given Project Partner has been reduced by the Managing Authority by the amount to be reimbursed. In such a case, the Lead Partner shall inform the respective Project Partner about such reduction;

d) make available documents, correct errors in the progress reports for the project and provide the necessary clarifications to the relevant Controller or Joint Secretariat within the time limits indicated by those institutions;

e) progress report;

f) timely prepare and submit to the Joint Secretariat progress reports for the project based on which a pre-financing payment or reimbursement is paid;

g) provide an audit trail to identify each financial operation;

h) if the Managing Authority, in accordance with the provisions of the Grant Contract, requires the return of a part or the entire amount of the grant paid, it shall return the funds within the time limit determined and according to the rules defined in the project Grant Contract. The Lead Partner shall be responsible for recovering the adequate amount of the grant from the relevant Project Partner;

i) co-ordinate the information and promotion activities of the individual Project Partners, in accordance with the project Application Form and the schedule;

j) provide an adequate number of competent staff and technical resources necessary to perform the Lead Partner's obligations effectively. It appoints a project coordinator who shall be responsible for the coordination and implementation of all operational activities necessary for the implementation of the project;

k) keep the documents related to the implementation of the project in a manner ensuring their confidentiality and security. All documents shall be made available for a period of five years from 31 December of the year in which the Managing Authority made the final payment to the Lead Partner;

l) in the event of State aid or *de minimis* aid granted within the project, keep the documents which relate to the aid granted for 10 years from the date on which it was granted in such a way as to ensure confidentiality and security;

m) be responsible for maintaining the durability of the project for a period of five years from the date of the last payment made by the Managing Authority to the Lead Partner and under the terms and conditions stipulated in the EU legislation and the Programme Manual;

n) if any of the Project Partners withdraws from the project, they shall ensure the contractual use of the project outputs and the durability of the project in the part of the project for which the specific Project Partner was responsible.

7. The Lead Partner shall ensure that the expenditure presented by the Project Partners have been incurred for the implementation of the project and correspond to the activities agreed between the Partners.

8. The Lead Partner shall verify whether the expenditure submitted by the Project Partners has been approved by the Controllers.

9. The Agreement provides for a possibility for the Lead Partner to grant State aid within the project. The Lead Partner may formally transfer the rights and obligations related to granting of State aid to the Project Partner and the Project Partner, in turn, may do so in relation to another entity[8]. In order to enable the exercise of rights and obligations related to the granting of State aid, the Lead Partner shall provide the Project Partner with the reference number of the aid programme, i.e., SA.105830.
10. In the case of occurrence of State aid in the project, the transparency obligation referred to in Article 9 of the GBER it shall be implemented in Poland:
    1) in the case of aid granted by the Lead Partner or Project Partner under Article 20a of the GBER,
    2) in the case of aid granted by the Managing Authority.
11. In the case of occurrence of *de minimis* aid or State aid in the project, the Polish provisions shall apply to monitoring and informing (including issuing of certificates and reporting on whether the aid has been granted or not):
    1) in the case of aid granted by the Lead Partner or Project Partner under Article 20a of the GBER,
    2) in the case of aid granted by the Managing Authority.
12. It is the responsibility of the entity authorised to grant the aid to verify the conditions for admissibility of State aid.
13. If State aid or *de minimis* aid is granted in the project:

1) the entity which applies for *de minimis* aid from the Managing Authority, shall attach the following documents to the Application Form for granting the aid:
    a) copies of certificates of *de minimis* aid or certificates of *de minimis* aid in agriculture or fisheries issued by the entity granting the aid which has its registered office in Poland, received in the year in which it applies for the aid and in two preceding years or a declaration of the amount of such aid received in that period, or a declaration that it did not receive such aid in that period;
    b) a form, which contains information necessary to grant *de minimis* aid.
2) the entity which applies for State aid shall attach a form which contains information concerning the entity which applies for the aid and its economic activity as well as information on the public aid received to the application for granting the aid.
3) the entity registered in Poland, which grants State aid, is obliged to:
    a) inform in writing the Beneficiary of State aid that there is no obligation to notify the European Commission and provide the reference number assigned by the Commission;
    b) prepare and submit a report on State aid granted or information on the absence of such aid;
4) the entity authorised to grant aid and has it office registered in Poland:
    a) shall prepare and submit to the President of the Office for Competition and Consumer Protection a report on the aid granted or information on the absence of aid in accordance

[8] Applicable only to Polish partners.

with Article 32(1) of the Act of 30 April 2004 on proceedings in State aid cases (Journal of Laws of 2021, item 743, as amended);

b) shall prepare and submit an updated report if the value of the aid recognised in the report referred to in letter (a) has changed.

5) the entity granting the aid shall prepare and submit an updated report if the value of the State aid granted has changed.

6) the provisions of items 3 to 5 shall apply accordingly to the preparation and submission of the updated report on the aid granted.

7) detailed information and template documents on *de minimis* aid and State aid are available on the Programme website.

§ 5

RIGHTS AND OBLIGATIONS OF PROJECT PARTNERS

1. Each Project Partner is responsible to the Lead Partner for its part of the activities and expenditure foreseen in the project, in accordance with the Application Form.
2. Each of the Project Partners:

   a) shall work towards the timely and complete implementation of their part of the project and fulfil its obligations resulting from the Agreement and the Programme Manual;

   b) shall be exclusively liable towards third parties for any damage caused in connection with the implementation of their part of the project and shall waive any claims towards the Managing Authority for damages caused by them or any third party, in connection with the implementation of their part of the project;

   c) shall enable the Lead Partner to fulfil the obligations stipulated in the project Grant Contract. To this end, it shall submit the documents and information required by the Lead Partner within the time limits enabling it to fulfil the obligations towards the Managing Authority stipulated in the project Grant Contract;

   d) shall ensure that the project does not result in double financing of eligible expenditure as defined in the Programme Manual;

   e) shall keep separate accounting records, under the terms and conditions referred to in the Programme Manual or use a separate accounting code for the purposes of implementing the project, which makes it possible to identify each financial operation performed under the part of the project implemented by them. The foregoing shall not apply to costs settled as lump sums;

   f) shall present in partial progress reports only eligible expenditure compliant with the Application Form effective at the time when the expenditure was incurred;

   g) shall ensure that the public is informed of the grant contribution to the project, in accordance with the requirements stipulated in the Programme Manual;

   h) shall monitor the progress of their part of the project towards achieving the target values of the output indicators set out in the Application Form;

   i) shall accept the processing of the project data for the purposes of monitoring, control, promotion and evaluation of the Programme;

j) shall immediately inform the Lead Partner of any irregularities, circumstances that delay or prevent full implementation of the project or of its intention to cease implementation of their part of the project;

k) shall inform the Lead Partner without delay of any circumstances that affect the reduction of the project eligible expenditure, in particular the potential possibility of VAT recovery;

l) shall immediately inform the Lead Partner of any such change in their legal status resulting in the failure to meet the requirements stipulated in the Programme;

m) shall immediately inform the Lead Partner of its bankruptcy, liquidation or insolvency;

n) shall inform the Lead Partner without delay of any savings in the project, in particular those resulting from public procurement procedures concluded by signing the agreement with a contractor;

o) shall prepare and conduct public procurement procedures and award contracts under the part of the project implemented by them in accordance with the EU and national law and Programme rules, including the principle of competitiveness referred to in the Programme Manual, provided that the contract is awarded to the tenderer who has submitted the most economically advantageous tender, while avoiding any conflict of interest;

p) shall inform the competent Controller without any delay of the conclusion of a public procurement contract with a contractor for the implementation of the project and of any amendment thereto;

q) shall provide the competent Controller with the documents relating to a public procurement contract carried out under their part of the project immediately after the award of the public contract;

r) shall prepare and submit for verification by the competent Controller the partial progress reports within the time limits indicated in the Programme manual;

s) shall make documents available in a timely manner, correct errors in the progress reports in their part and provide the necessary explanations to the relevant Controller or the Lead Partner;

t) shall cooperate with external Controllers, auditors, evaluators and submit to inspections or audits carried out by authorised national and EU services and implement the recommendations of these audits or inspections;

u) shall keep the documents related to the implementation of the project in a manner ensuring their confidentiality and security. All documents shall be made available for a period of five years from 31 December of the year in which the Managing Authority made the final payment to the Lead Partner;

v) in the event of State aid or *de minimis* aid granted within the project, shall keep the documents which relate to the aid granted for 10 years from the date on which it was granted in such a way as to ensure confidentiality and security;

w) shall be responsible for maintaining the sustainability of the project for a period of five years from the date of the last payment made by the Managing Authority to the Lead

Partner and under the terms and conditions stipulated in the EU legislation and the Programme Manual;

x) shall immediately return any grants unduly received.

3. Each Project Partner shall be entitled to receive a grant from the Programme funds, in accordance with the project budget, provided that they fulfil their contractual obligations and the project implementation rules stipulated in § 2 of the Agreement.
4. In duly justified cases, in particular where the Programme is at risk of automatic cancellation of the obligations referred to in Article 105 of the General Regulation, the Lead Partner may, at the request of the Joint Secretariat or the Managing Authority, request each Project Partner to submit an additional partial progress report for the project covering a different reporting period than the standard reporting period adopted. In such a case, the Project Partner shall submit a request for payment for the project under the terms and conditions defined by the Joint Secretariat.

§ 6

COOPERATION WITH EXTERNAL ENTITIES

1. In case of cooperation with external entities, including subcontractors, the respective Project Partner shall be solely responsible towards the Lead Partner for the compliance of the activities of the external entity, acting for and on behalf of the respective Project Partner, with the provisions of the Partnership Agreement. The Lead Partner shall be immediately informed about the subject and scope of the agreement concluded with the external entity.
2. The rights and obligations under the Agreement may not be transferred partially or as a whole to another entity without the prior consent of all the other Parties and the Managing Authority.
3. The commissioning of a part or all of the tasks assigned to a Party shall take place in accordance with the project implementation rules stipulated in §2.

§ 7

SUBMISSION OF A PARTIAL PAYMENT APPLICATION AND VERIFICATION OF EXPENDITURE

1. Each Project Partner submits to the relevant Controller partial progress reports for its own part of the project including annexes within the time limits and in accordance with the rules defined in the Programme Manual.
2. The Controller verifies the partial progress report and the eligibility of the expenditure declared therein. This verification shall be carried out in accordance with the regulations, guidelines or procedures established in the participating country concerned, taking into account the Programme rules.
3. The verification of the Partner's expenditure is carried out on the basis of the data contained in the partial progress report and documents provided by the Partner, in accordance with the requirements stipulated in the Programme Manual
4. If, during the verification of a partial progress report, the Controller finds that national or EU rules or project implementation rules referred to in the Programme manual have been violated, the controller may recognise the relevant expenditure as incurred incorrectly in

full or in part and reduce the partial progress report accordingly. This also applies to the expenditure incurred before the Agreement was signed. In the case of expenditure incurred irregularly in relation to public procurement or infringement of the principle of competitiveness, its level shall be determined in accordance with national regulations or principles. If no regulations or principles apply in the participating country that determine the amount of expenditure incurred irregularly, the Controller shall apply the rates of financial corrections set out in Commission Decision C(2019)3452 final of 14 May 2019 laying down the guidelines for determining financial corrections to be made to expenditure financed by the Union for non-compliance with the applicable rules on public procurement or the Programme rules.

5. The rules of procedure in the case of identifying expenditure incurred irregularly are governed by the Programme Manual or national guidelines on the correction of expenditure and the imposition of financial corrections, if established in the participating country or other document approved in the Programme.
6. The Controller shall communicate the result of the verification of the partial progress report to the Partner in accordance with the rules stipulated in the Programme Manual.
7. Specific rules relating to the submission by the Project Partner of objections to the results of the control, if any, are regulated in the national legislation or in the Programme rules referred to in the Beneficiary Manual.

§ 8

PROJECT BUDGET

1. The financial contribution of individual Project Partners, including the Lead Partner, to the project expenditure and the maximum amount of grant from the Programme funds for individual Project Partners, including the Lead Partner, are specified in the Application Form.
2. The grant awarded is intended to cover eligible expenditure incurred in connection with the implementation of the project.
3. The Project Partners, including the Lead Partner, undertake to provide funding for the implementation of the project in the amount representing the difference between the total eligible expenditure of the project and the grant.
4. Any ineligible expenditure or expenditure incurred incorrectly shall be covered by the Lead Partner or the Project Partners, respectively, from their own resources.

§ 9

TRANSFER OF THE GRANT TO THE PROJECT PARTNER

1. The Lead Partner shall transfer the grant to the Project Partners' accounts in the appropriate amount and in accordance with the progress report or payment claim approved by the Managing Authority, taking into account all justified deductions or financial corrections imposed on the progress report by the Managing Authority or an entity appointed by it, subject to § 11. The Lead Partner shall inform the Project Partners of the deductions and corrections imposed.
2. The transfer of the grant by the Lead Partner to individual Project Partners shall take place

within 7 working days from the date of crediting the Lead Partner's account with the grant amount by the Managing Authority, to the bank accounts of the Project Partners 1,2,3,4,5 as specified in Annex no. 4 to the Agreement.

3. Bank fees and currency conversion costs related to the transfer of the grant shall be charged to Project Partners.
4. The grant shall be transferred by the Lead Partner in EUR to the bank accounts of the individual Project Partners as specified in Annex no. 3 hereto.
5. The prerequisite for the Lead Partner to transfer the grant to the Project Partners is the fulfilment of the contractual obligations, the registration of the Project by the Secretariat of the Cabinet of Ministers of Ukraine by the Ukrainian Project Partner, the approval of the progress report for the project by the Managing Authority and the transfer of the grant by the Managing Authority to the Lead Partner's bank account in accordance with the project Grant Contract.

§ 10

REDUCTION BY THE MANAGING AUTHORITY

1. If, before approving a progress report for the project, the Managing Authority identifies any ineligible expenditure in the progress report for the project, the expenditure which has been incurred irregularly or expenditure which is not compliant with the contractual provisions, the Managing Authority may reduce the amount of eligible expenditure. In such a case the Joint Secretariat or the Managing Authority shall inform the Lead Partner about the findings.
2. In the case if the Managing Authority informs the Lead Partner that it has identified the prerequisites defined in section 1, the Lead Partner shall forward this information to the appropriate Project Partner within 2 calendar days from the receipt of the information by the Lead Partner. The Project Partner may raise objections to the findings of the Managing Authority to the Lead Partner within 7 calendar days from the receipt of the information by the Project Partner. The Lead Partner submits the objections to the Managing Authority according to the procedure specified in the project Grant Contract concluded by the Lead Partner with the Managing Authority.

§ 11

RECOVERY OF FUNDS

1. The Managing Authority shall recover the funds if it will identify the ineligible expenditure, expenditure incurred incorrectly, breach of Grant Contract provisions, or if co-financing has been paid unduly or in an excessive amount.
2. Where possible, the Joint Secretariat shall deduct the amount to be recovered from the next pre-financing payment or final balance payment. The Lead Partner shall deduct the amount to be recovered from the next pre-financing payment or the final payment due to the Project Partner.
3. In cases when offsetting of an amount unduly paid from the next payment is not possible,, the Managing Authority shall issue a recovery order to the Lead Partner. The Lead Partner shall return to the Managing Authority all amounts unduly paid exceeded the due co-financing . The Project Partner is obliged to return to the Lead Partner all amounts unduly

paid exceeded the due co-financing grant on the terms and conditions, within the time limit and to the account indicated by the Lead Partner. If the Project Partner fails to return the amount to be recovered within the time limit set by the Lead Partner, the Lead Partner may take further action against the Project Partner concerned to recover the missing funds. The costs of funding recovery actions shall be borne by the Project Partner.

4. In the event of circumstances enabling the Project Partner to recover the VAT eligible in the project, it shall return the unduly received grant to the Lead Partner in its part corresponding to the amount of all the VAT declared or a part thereof. The Lead Partner shall subsequently return these funds to the Managing Authority.

§ 12

APPLICATION OF CORRECTIONS

1. If the Managing Authority imposes a financial correction on the project and the correction relates to irregular expenditure of the Project Partner, the Lead Partner shall immediately inform the respective Project Partner about the findings of the Managing Authority. The Project Partner is not authorised to raise an objection against this decision.
2. The value of the financial correction is equal to the amount of expenditure incurred irregularly, in the part corresponding to the amount of the co-financing.

§ 13

INSPECTIONS AND AUDITS

1. The project partner shall be subject to inspections and audits with regard to the regularity of project implementation and maintaining its sustainability. Inspections and audits are carried out by entities authorised to carry out control activities in accordance with the applicable national and EU regulations and Programme documents.
2. The Project Partner shall make available all documents related to the project implementation to the entities referred to in section 1 for the entire period of their storage referred to in § 5(2)(u), and if it is necessary in order to determine the eligibility of expenditure incurred under the project implementation, it shall be obliged to make available to the controlling institution also the documents which are not directly related to the project implementation.
3. The Project Partner shall take corrective action within the time limits set out in the audit recommendations issued during inspections and audits.
4. The Project Partner shall provide the entities conducting the inspections with information on the findings of earlier inspections and audits conducted in the scope of the implemented project by other authorised entities.

§ 14

PROPERTY RIGHTS

1. The ownership and other property rights that result from the project shall be vested in the Lead Partner or the Project Partners, respectively.
2. The Project Partners, including the Lead Partner, undertake that the project outputs will be

used in a way that ensures that the project results are widely disseminated and made available to the public, in accordance with the Application Form.

§ 15

INFORMATION AND PROMOTION

1. The basis for the visibility, transparency and communication of the project is the project communication plan attached to the Application Form.
2. Each Project Partner, including the Lead Partner, shall implement at least the following activities included in the project communication plan:
   1) shall post a brief description of the project, information on its objectives and results and financial support of the Programme on its official website or social media sites, if such sites exist,
   2) shall post in a visible way information on the Programme support in project-related documents and information material intended for the general public or participants,
   3) shall place in public places:
      a) permanent information boards or commemorative plaques which include the Programme logo. It shall do so immediately after the launch of the material implementation of the project, which includes in-kind investment or the purchase of equipment, or after the installation of the purchased equipment. The obligation shall apply to projects with the value over EUR 100,000.

      or

      b) at least one poster of minimum A3 size or a similar size electronic display with information about the project and the Programme support - in other projects;
   4) in the case of projects of strategic importance and projects with the total value exceeding EUR 5 000 000, shall organise an information event and involve the Managing Authority and the European Commission;
   5) shall use the Programme logo where the European Union symbol is an element while carrying out its activities with regard to visibility, transparency and communication,
   6) shall document the communication activities carried out as part of the project;
   7) shall provide the Joint Secretariat, through the Lead Partner, with information on planned and on-going activities with regard to visibility, transparency and communication of the project as well as on completed milestones of the project, including outputs and results.
3. Each Project Partner, including the Lead Partner, shall implement the activities described in section 2 and all other activities of the project communication plan as recommended in the Programme Manual.
4. All Project Partners, including the Lead Partner, undertake to make available to the Joint Secretariat, free of charge, the existing photographic and audio-visual documentation of the project implementation and agree to the use of this documentation by the Managing Authority or the Joint Secretariat in their information and promotion activities. The transfer of this documentation shall take place on the basis of separate, royalty-free licence agreements.

5. The obligation to make available the documentation free of charge, referred to in section 4 shall also apply where such material is requested by the European Union institutions, bodies or its organisational units.
6. If the Lead Partner or the Project Partners fail to fulfil their obligations referred to in section 2(1)-(5), the Managing Authority shall reduce the grant for a given Partner according to rules defined in the Programme Manual.

§ 16

AMENDMENTS TO THE GRANT CONTRACT

1. All Project Partners acknowledge that any amendments to the project Grant Contract and the annexes constituting an integral part thereof may be introduced, under the pain of invalidity, only during the material implementation period of the project referred to in § 5 of the project Grant Contract and in accordance with the rules described in the Programme Manual.
2. Any request for amendment of a Grant Contract submitted by the Lead Partner to the Joint Secretariat must be agreed in advance by the Project Partners.
3. The Project Partners shall inform the Lead Partner of any planned and existing changes concerning their part of the project. If a specific change to a part of the project requires an amendment to the Grant Contract, the Lead Partner, in cooperation and on the basis of the documents received from the relevant Project Partner, shall carry out activities aimed at amending the Grant Contract in accordance with the procedures described in § 16 of the project Grant Contract and the Programme Manual.
4. The Project Partners shall submit to the Lead Partner the documents necessary to implement the amendment to the Grant Contract or its annexes well in advance, i.e., in due time to allow their performance in accordance with the project Grant Contract and the Programme Manual.

§ 17

INADEQUATE PROJECT IMPLEMENTATION

1. The Project Partners acknowledge that when the target values of the output indicators set out in the Application Form have not been achieved, the Managing Authority may:
    a) reduce the value of the grant awarded accordingly;
    b) claim the refund of a part or the total amount of the grant paid to the Lead Partner.
2. In relation to section 1, the Lead Partner may request each Project Partner to duly document the reasons for failing to achieve the values of the indicators assigned to their part of the project and their efforts to achieve the aforementioned indicators. If the Project Partner, via the Lead Partner, duly documents the reasons, independent from them, of the failure to achieve the target values of the indicators declared in the Application and demonstrates their efforts towards achieving the indicators, the Managing Authority may waive the sanctions referred to in section 1.
3. The Project Partners shall acknowledge that in the event that the project objective has not been achieved and the Lead Partner or the Project Partner has failed to exercise due diligence in its implementation, the Managing Authority may demand the refund of a part of the grant amount paid to the Lead Partner. The Managing Authority may then accordingly reduce the amounts in all budget categories of the project that are related to the activities carried out in the manner

which is not compliant with the Application Form.

4. If the Managing Authority, under section 3, requests the Lead Partner to return a part of the grant related to the activities of one or several Project Partners, the provisions of § 11 shall apply accordingly.

§ 18

FAILURE TO MAINTAIN PROJECT DURABILITY

If the durability of the project is not maintained, the Project Partner shall return the grant received in accordance with § 11.

§ 19

PRINCIPLES OF PERSONAL DATA SHARING

1. In connection with the implementation of the Project, for the purposes and under the conditions set out in Article 4 of the General Regulation, the Parties, the Managing Authority, the Joint Secretariat and the relevant Controllers shall process personal data obtained directly from data subjects and from ICT systems, including CST2021.
2. The Project Partner is aware that it is a Controller within the meaning of Article 4(7) of the GDPR[9] in relation to personal data collected in connection with the implementation of the project, including in particular personal data provided to it by the Partners participating in the project.
3. The Project Partner is responsible for the processing of personal data and its protection in accordance with the legal provisions on personal data and privacy, including in particular the GDPR[10] and the regulations of the country relevant for its registered office.
4. In connection with the project, the Project Partner shall make the personal data collected available to the Lead Partner, the Managing Authority, the Joint Secretariat and the relevant Controller.
5. The sharing of personal data shall be performed in writing in hard copy or in electronic form, including in particular the use of CST2021.
6. The scope of personal data categories shared - as indicated in Annex no. 5 to the Agreement - has been determined taking into account the principle of data minimisation referred to in Article 5(1)(c) of the GDPR. Any amendments to Annex no. 5 shall not require an addendum to the Agreement, only the notification of their introducing, including the reasons for introduction of such changes.
7. As a result of personal data shared by the Project Partner, the entities referred to in section 4, receiving these data, become independent controllers of the shared data, separate from the Project Partner.
8. The Managing Authority, the Joint Secretariat and the relevant Controller may share data with other entities and authorities of the European Union to the extent necessary for the

[9] 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 (OJ L 119 of 04.05.2016, p. 1, as amended);
[10] Not applicable to Beneficiaries from outside the EEA

performance of tasks related to the implementation of the Programme, as defined in the legal regulations or in the Agreement.

9. The institutions referred to in section 8 shall not transfer the personal data shared with a third country and an international organisation other than the European Union [for the PLUA Programme: subject to section 21].
10. The Project Partner is obliged to fulfil the information obligation referred to in Article 13 and 14 of the GDPR towards the data subjects whose data they obtain. The Project Partner shall fulfil the information obligation both on their own behalf and on behalf of the entities referred to in section 4 to which they make the data available. The information obligation may be performed on the basis of the information clause form constituting Annex no. 5 to the Agreement or another model information clause used by the Project Partner, provided that it contains all the elements and information included in Annex no. 5 to the agreement. Any amendments to Annex no. 5 shall not require an addendum to the Agreement, only the notification of their introducing, including the reasons for their introduction.
11. In case of identifying an event indicating the likelihood of a personal data breach, as referred to in Article 33 of the GDPR, with respect to personal data shared in connection with the implementation of the Project, which affects the flow of data in the CST2021 ICT system, or the occurrence of which for one Party will adversely affect the processing of data for the other Party, the Parties undertake to inform each other of the likely personal data breach in order to clarify it and take remedial measures.
12. In the event of a data protection breach and information security events and incidents, each Party shall handle them in accordance with the applicable internal regulations. In order to communicate information related to events and incidents and breaches in the area of personal data protection in an efficient and timely manner, the parties shall establish the following contact points:
    1) on behalf of the Lead Partner: …….
    2) on behalf of Partner 1: ……. [expand depending on the number of Partners].
    3) on behalf of Partner 2: ……. [expand depending on the number of Partners].
    4) on behalf of Partner 3: ……. [expand depending on the number of Partners
    5) on behalf of Partner 4: ……. [expand depending on the number of Partners
    6) on behalf of Partner 5: ……. [expand depending on the number of Partners
13. The mutual notification referred to in section 11 should concern at least the scope of the information referred to in Article 33(3) of the GDPR.
14. Each Controller shall handle and report data protection breaches and notify data subjects themselves.
15. The parties shall inform each other immediately, at the e-mail addresses indicated in section 12, of the following situations arising in relation to the personal data shared which may adversely affect their processing in connection with the implementation of the project:
    1) any failure to comply with the Controller's obligations, breach of personal data secrecy or misuse of personal data;
    2) any action or proceedings carried out, in particular by a supervisory authority, public authorities, the police or a court.

16. The Parties undertake to inform each other of the requests to exercise data subjects' rights under Articles 15-22 of the GDPR - in particular, in relation to the personal data uploaded in CST2021 - that affect the processing of data made available by the other Party under the Agreement and, if necessary, to exchange information on handling of requests under Articles 15-22 of the GDPR. This obligation applies to requests that affect the limitation or impossibility of processing the data shared under the Agreement.
17. The Parties declare that they have implemented appropriate technical and organisational measures to ensure an adequate level of security corresponding to the risks involved in the processing of personal data, as referred to in Article 32 of the GDPR.
18. Each of the Parties shall be fully liable for its data processing operations and for the due implementation of the Agreement, in accordance with its terms. Nevertheless, the Parties undertake to assist each other, as necessary, in the performance of their obligations under the law and the Agreement, in particular those indicated in Articles 35 and 36 of the GDPR.
19. Any data and information provided to the Party in connection with the performance of the Agreement, both during its effective term and after its termination, shall be treated as protected and may only be used by the Party to perform its obligations under the Agreement.
20. In particular, information concerning the infrastructure (including, in particular, ICT) and the technical, technological, legal and organisational solutions of the Managing Authority's ICT equipment, systems and networks in operation, obtained in connection with the conclusion and implementation of the Agreement, regardless of the form of recording, the method of transmission or obtaining and the source of the information, shall be protected.
21. The Managing Authority or the Joint Secretariat may transfer the data to the competent authority in the territory of Ukraine. Such transfer shall take place through a separate agreement, in accordance with Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries under Regulation (EU) 2016/679 of the European Parliament and of the Council (OJ L 199 of 07.06.2021, p. 31).

§ 20

CENTRAL ICT SYSTEM

1. The Project Partner shall account for the project under implementation in CST2021 and apply the valid CST2021 Beneficiary Manual provided by the Managing Authority.
2. In CST2021, the Project Partner shall:
    1) prepare and send partial progress reports for their own part of the project to the competent Controller;
    2) record information on the project payment schedule;
    3) record information on planned and conducted public procurement procedures, planned and awarded contracts, information on concluded contracts and selected contractors and project staff in relation to their own part of the implemented project;
    4) maintain correspondence with the relevant Controller in the scope of its own part of the implemented project and provides the necessary information and documents at the Controller's request.

3. The Project Partner shall appoint persons authorised to carry out activities related to the implementation of the project on its behalf, hereinafter referred to as “authorised persons”, including the person(s) authorised to manage user rights on the Project Partner's behalf for the particular project. To this end, the Project Partner shall submit to the Joint Secretariat a completed application for adding a project manager according to the template made available on the Programme website. Any action in CST2021 undertaken by an authorised person is considered in legal terms as an action of the Project Partner.
4. Persons authorised by the Project Partner established in the Republic of Poland shall use a qualified electronic signature to sign progress reports in CST2021. If, for technical reasons, the use of a qualified electronic signature is not possible, progress reports shall be signed using the non-qualified CST2021 certificate (the authorisation code sent to the e-mail address of the authorised person).
5. Persons authorised by the Project Partner other than established in the Republic of Poland use the CST2021 ineligible certificate in order to sign CST2021 progress reports (the authorisation code sent to the authorised person's email address).
6. The submission of documents in electronic form in CST2021 does not exempt the Project Partner from their obligation to store them. The Project Partner shall also keep the originals of the documents based on which their electronic versions (e.g., scans, photos) were created. The Project Partner shall make available both the original documents and their electronic versions during on-the-spot checks carried out by authorised institutions.
7. Any correspondence between the Project Partner and the relevant Controller shall be conducted exclusively in CST2021, subject to section 9.
8. Project site inspections cannot be the subject of the communication only in CST2021.
9. The Project Partners and Lead Partner recognise the legal effectiveness of the communication and data exchange carried out in CST2021 without being able to challenge its effect.
10. In justified situations, e.g., in case of failure of the CST2021, when the time of restoring the proper functioning of the system will not allow submitting the partial progress report or the progress report for the project within the deadline, the Project Partner shall submit the applications in a hard copy according to the template available on the Programme website. The Project Partner undertakes to complete the data in CST2021 in respect of the documents submitted in writing within 5 working days from the receipt of information on the failure recovery.
11. Persons authorised by the Project Partner are obliged to comply with the Regulations on security of information processed at CST2021.
12. The Project Partner shall immediately report to the Joint Secretariat on CST2021 failures that prevent or hinder the work in CST2021, resulting in particular in the inability to send a partial progress report to the Controller in CST2021.
13. The Project Partner is obliged to inform the Joint Secretariat of any unauthorised access to the Project Partner's data in CST2021.
14. A detailed description of the Project Partner's tasks in the scope of work in the CST2021 and the deadlines for the tasks are set out in the valid Programme Manual or the CST2021 Beneficiary Manual available on the Programme website.

§ 21

AMENDMENTS TO THE PARTNERSHIP AGREEMENT AND FORCE MAJEURE

1. Any amendments to the Agreement must be agreed by all Parties and introduced in writing by signing an addendum to the Agreement. The Lead Partner shall submit the amended Agreement to the Joint Secretariat no later than 30 days after the conclusion of the addendum
2. Significant amendments to the Agreement (including the change of a Partner, the change of financial contribution of the Lead Partner and Project Partners to the total project budget as well as the maximum amount of grant for the Lead Partner and Project Partners from the Programme budget) require an addendum to the Grant Contract before submitting the subsequent request for payment for the project.
3. The change of the Project Partner's bank account, SWIFT or IBAN code as well as the change of the name and address of the bank in which the account has been opened shall be notified to the Lead Partner in writing by the respective Project Partner. Should the Project Partner fail to inform the Lead Partner about the change of its bank account, the respective Project Partner shall incur all related costs.
4. Neither Party shall be liable for the failure to comply with their obligations under the Agreement in the event of force majeure. The Project Partner or Lead Partner must immediately inform the other Partners and the Lead Partner in writing of the occurrence of force majeure affecting or preventing the implementation of the Agreement. The Lead Partner, on the basis of arrangements with the Joint Secretariat, shall inform the Project Partners of the effects of force majeure for the implementation of the project.

§ 22

GOVERNING LAW AND DISPUTE RESOLUTION

1. This Agreement shall be governed by the laws of Poland.
2. Should a dispute arise between the Parties regarding the interpretation or implementation of the Agreement, the Parties shall seek to resolve the dispute through mediation. To this end, each of the Partners shall appoint one independent mediator. The task of the panel of mediators shall be to work out a solution to the dispute that has arisen within one month of the formation of the panel.
3. If the solution proposed by the mediators is not accepted by all Partners, the dispute shall be subject to the jurisdiction of the common court competent for Poland.

§ 23

FINAL PROVISIONS

1. The contracting parties shall communicate with each other via e-mail.
2. The Agreement has been executed in 6 counterparts. Each of the Parties shall receive one original copy of the Agreement.
3. The Agreement has been executed in English.
4. Unless otherwise agreed by the Parties, communication between the Parties shall take place in the following languages: English.
5. The language of communication with the Joint Secretariat and the Managing Authority shall be English.
6. The following annexes constitute the integral part of the Agreement:

1) Annex no. 1 – authorisation for the Lead Partner representative(s) (Legal Entities Form);
2) Annex no. 2 – authorisation for the Project Partner representative(s) (Legal Entities Forrm);
3) Annex no. 3 – confirmation of bank account numbers (Financial Identification Form) for the Lead Partner and Project Partner 1 and Project Partner 2 and Project Partner 3 and Project Partner 4 and Project Partner 5
4) Annex no. 4 – indicative time schedule of Project activities
5) Annex no. 5 – scope of categories of shared personal data
6) Annex no. 6 - Assignement of the output and result indicators to the Beneficiaries

	on behalf of
	THE LEAD PARTNER
Siedlce Commune	
Name and surname of the authorised person	Henryk Brodowski
Position	Commune Mayor
Signature and seal (if applicable)	……....
Place, date	Siedlce
Name and surname of the authorised person	Agnieszka Wiadrowska
Position	Treasurer of commune
Signature and seal (if applicable)	……
Place, date	Siedlce

	on behalf of PROJECT PARTNER 1[11]
[**full name of Project Partner 1]**	……....
Name and surname of the authorised person	……....
Position	……....
Signature and seal (if applicable)	……....
Place, date	……....

[11] To be adjusted according to the number of project partners participating in the project.

	on behalf of PROJECT PARTNER 2[12]
[**full name of Project Partner 2]**	……....
Name and surname of the authorised person	……....
Position	……....
Signature and seal (if applicable)	……....
Place, date	……....

[12] To be adjusted according to the number of project partners participating in the project.

	on behalf of PROJECT PARTNER 3[13]
[**full name of Project Partner 3]**	……....
Name and surname of the authorised person	……....
Position	……....
Signature and seal (if applicable)	……....
Place, date	……....

[13] To be adjusted according to the number of project partners participating in the project.

	on behalf of PROJECT PARTNER 4[14]
[**full name of Project Partner 4]**	……....
Name and surname of the authorised person	……....
Position	……....
Signature and seal (if applicable)	……....
Place, date	……....

[14] To be adjusted according to the number of project partners participating in the project.

	on behalf of PROJECT PARTNER 5[15]
[**full name of Project Partner 5]**	……....
Name and surname of the authorised person	……....
Position	……....
Signature and seal (if applicable)	……....
Place, date	……....

[15] To be adjusted according to the number of project partners participating in the project.

Uzasadnienie

Gmina Siedlce otrzymała dofinansowanie do projektu pn. „Together for safety in the cross-border area" („Wspólnie dla bezpieczeństwa w obszarze transgranicznym") w ramach Programu Interreg NEXT Polska – Ukraina 2021-2027 Priorytet 1. Środowisko. Zgodnie z wnioskiem o dofinansowanie projekt będzie realizowany w partnerstwie z Miastem Garwolin, Ochotniczą Strażą Pożarną w Kownaciskach, Miastem Brody, Wsią Kolochava, Euroregion Karpaty Ukraina – Karpacka Agencja Rozwoju Regionalnego.

Warunkiem otrzymania dofinansowania w ramach ww. projektu jest podpisana umowa partnerska z Partnerami projektu.

Projekt obejmuje kompleksowe działania mające na celu zwiększenie bezpieczeństwa środowiska i ludności zamieszkującej obszar przygraniczny. Główne elementy składowe projektu to:

Gmina Siedlce (Polska):

-Zakup sprzętu pożarniczego dla OSP z terenu Gminy Siedlce,

-Zakup samochodu pożarniczego dla OSP Pruszyn,

-Kampania szkoleniowa i edukacyjna,

-Działania promocyjne w ramach projektu,

-Koszty pośrednie,

Ochotnicza Straż Pożarna w Kownaciskach (Polska):

-Zakup samochodu pożarniczego dla OSP Kownaciska

Miasto Garwolin (Polska):

-Zakup samochodu pożarniczego dla OSP Garwolin

-Zakup przyczepy dla OSP Garwolin

-Zakup agregatu prądotwórczego dla OSP Garwolin

-Kampania szkoleniowa i edukacyjna,

-Działania promocyjne w ramach projektu,

-Koszty pośrednie,

Miasto Brody (Ukraina):

-Budowa centrum bezpieczeństwa,

-Kampania promocyjno - informacyjna

Wieś Kolochova (Ukraina):

-Budowa centrum bezpieczeństwa,

-Kampania promocyjno - informacyjna

Euroregion Karpaty (Ukraina):

-Kampania szkoleniowa i edukacyjna,

-Działania promocyjne w ramach projektu,

Szczegóły partnerstwa określa wzór umowy partnerskiej, stanowiącej załącznik do niniejszej uchwały.