



# Partnership agreement for the project #C043 Baltic Sea e-Nav of Interreg Baltic Sea Region

Having regard to

- REGULATION (EU) 2021/1059 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 June 2021, Article 26(1),
- The Interreg Programme “Interreg Baltic Sea Region” (CCI 2021TC16FFTN003), hereinafter referred to as **Programme**,
- The Interreg Baltic Sea Region Programme Manual, hereinafter referred to as **Programme Manual**,
- The written acceptances according to Article 22(1), subparagraph 4, of REGULATION (EU) 2021/1059 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 June 2021 addressed by countries outside the Programme area to the IB.SH,
- The subsidy contract for the project #C043 Baltic Sea e-Nav of Interreg Baltic Sea Region (hereinafter referred to as **subsidy contract**), in particular Article 6(3) thereof,
- The approved project data (hereinafter referred to as **project data**) available in the electronic data exchange system of the Programme (hereinafter referred to as **BAMOS+**). These project data derive from the original application and its attachments (e.g. contact and bank information) selected by the Monitoring Committee and comprise subsequent changes to the original project setup as referred to in Article 5 of the subsidy contract.

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

Sjöfartsverket / Swedish Maritime Administration

with its official address at Östra Promenaden 7, SE 601 78 Norrköping

and represented by Joel Smith (acting Director General)

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

and

Bundesrepublik Deutschland / The Federal Republic of Germany, represented by the Federal Ministry of Digital Affairs and Transport, which is represented by

Bundesamt für Seeschifffahrt und Hydrographie / Federal Maritime and Hydrographic Agency

with its official address at Bernhard-Nocht-Str. 78, DE 20359 Hamburg

and represented by Helge Heegewaldt (President)

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



and

Geodatastyrelsen / Danish Geodata Agency  
with its official address at Lindholm Brygge 31, DK 9400 Nørresundby  
represented by Elizabeth Hagemann (Head of Office)  
and listed in the project data as **project partner no° 3**

and

Transpordiamet / Republic of Estonia Transport Administration  
with its official address at Valge 4, EE 11413 Tallinn  
represented by Priit Sauk (Director General)  
and listed in the project data as **project partner no° 4**

and

Liikenne- ja viestintävirasto Traficom / Finnish Transport and Communications Agency Traficom  
with its official address at Dynamicum, Erik Palménin aukio 1, PO Box 320 Helsinki, FI  
represented by Pietari Pentinsaari (deputy Director General)  
and listed in the project data as **project partner no° 5**

and

Latvijas Jūras administrācija / Maritime Administration of Latvia  
with its official address at 5 Trijadibas str., Riga, Latvia, LV-1048  
represented by Jānis Krastiņš (Chairman of Board)  
and listed in the project data as **project partner no° 6**

and

Ilmatieteen laitos / Finnish Meteorological Institute  
with its official address at Dynamicum, Erik Palménin aukio 1, FI-00560 Helsinki  
represented by Juhana Hyrkkänen (Director of weather, sea and climate service centre)  
and listed in the project data as **project partner no° 7**

and

Satakunnan ammattikorkeakoulu/ Satakunta University of Applied Sciences  
with its official address at Satakunnankatu 23 / P.O.Box 1001, FI-28130 Pori  
represented by Cimmo Nurmi (Vice President for Research)  
and listed in the project data as **project partner no° 8**



and

RISE Research Institutes of Sweden AB

with its official address at Box 857, SE 501 15 Borås

represented by Paul Halle Zahl Pedersen (Senior Vice President - Security and Transport)

and listed in the project data as **project partner no° 9**

and

Furuno Finland Oy / Furuno Finland

with its official address at Niittyrinne 7, P.O.Box 74, FI-02271 Espoo

represented by Arto Lindgren (Managing Director)

and listed in the project data as **project partner no° 10**

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

and

Lietuvos transporto saugos administracija / Lithuanian Transport Safety Administration

with its official address at Švitrigailos g. 42, LT-03209 Vilnius

represented by Genius Lukošius (Director of Lithuanian Transport Safety Administration)

and listed in the project data as **associated organisation no° AO1**

and

Biuro Hydrograficzne Marynarki Wojennej / Hydrographic Office of the Polish Navy

with its official address at 8B Jana z Kolna, PL 81-301 Gdynia

represented by Witold Stasiak (Chief of the Hydrographic Department)

and listed in the project data as **associated organisation no° AO2**

and

IC-ENC

with its official address at International Centre for ENCs, Admiralty Way, Taunton, Somerset, TA1 2DN, UK

represented by James Harper (General Manager)

and listed in the project data as **associated organisation no° AO3**

and





PRIMAR

with its official address at POB 60, NO 4041 Stavanger

represented by Hans Christoffer Lauritzen (Director)

and listed in the project data as **associated organisation no° AO4**

- each hereinafter referred to as **associated organisation**, all associated organisations named above hereinafter referred to as **associated organisations**,

for the project #C043 Baltic Sea e-Nav selected by the Monitoring Committee of Interreg Baltic Sea Region on 20/06/2023 (hereinafter referred to as **project**).



## Table of content

Article 1 Subject of the agreement.....	6
Article 2 Duration of the agreement .....	6
Article 3 Project objectives, project partnership.....	6
Article 4 Obligations of the lead partner .....	6
Article 5 Obligations of the project partners and associated organisations .....	7
Article 6 Co-operation with third parties .....	8
Article 7 Advisory board .....	8
Article 8 Detailed work plan, objectives, results, outputs and deliverables .....	9
Article 9 Ownership, use of deliverables and outputs .....	9
Article 10 Detailed project budget, lead partners and project partners contributions .....	10
Article 11 Detailed spending plan.....	11
Article 12 Request for payments, reporting.....	11
Article 13 Communication and visibility .....	12
Article 14 Liability .....	13
Article 15 Non-fulfilment of obligations .....	13
Article 16 Audit rights, availability of documents, evaluation .....	14
Article 17 Recovery of amounts unduly paid .....	14
Article 18 Withdrawal from the partnership.....	15
Article 19 Confidentiality .....	15
Article 20 Applicable law and dispute settlement.....	16
Article 21 Data protection .....	16
Article 22 Concluding provisions .....	17
Annexes .....	32



## Article 1

### Subject of the agreement

1. The subject of this agreement is organising the partnership and stipulating provisions to ensure proper implementation of the project.
2. The subsidy contract between the IB.SH (acting as Managing Authority and Joint Secretariat of Interreg Baltic Sea Region) and the lead partner dated 2023-09-29 as well as the body of rules and regulations it is based on and refers to, is considered to be an integral part of this agreement. The subsidy contract shall be attached to this agreement as **Annex I**.

## Article 2

### Duration of the agreement

1. This agreement shall take effect retrospectively from the date the subsidy contract entered into force (cf. Article 17(1) of the subsidy contract), i.e. from 2023-09-29. In case project activities are carried out in an eligible project phase but before the entry into force of the subsidy contract and this agreement, the provisions of this agreement shall already apply to that phase.
2. This agreement will remain in force as long as the lead partner or the project partners have to fulfil obligations arising from this agreement, the subsidy contract and/or the provisions it is based on (cf. Article 1 of the subsidy contract).

## Article 3

### Project objectives, project partnership

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

## Article 4

### Obligations of the lead partner

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



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

## Article 5

### Obligations of the project partners and associated organisations

1. Each project partner undertakes to comply with the body of rules and regulations referred to in Article 1 of the subsidy contract as well as relevant national regulations and all other rules applicable to the project partner. That means in particular:
- a) complying with the rules on eligibility of expenditure as stipulated in Article 3 of the subsidy contract and laid down in the Programme Manual,
  - b) completing all activities, deliverables and outputs as set out in the detailed work plan (cf. Article 8 of this agreement),
  - c) respecting the rules on ownership, title, industrial and intellectual property rights, as well as the use of deliverables and outputs laid down in Article 9 of this agreement,
  - d) guaranteeing sound financial management of its budget as indicated in the project data,
  - e) in accordance with Article 12 of this agreement, following the reporting procedures defined in the Programme Manual and submitting partner progress reports in time and via BAMOS+,
  - f) complying with the Programme's communication and visibility rules as outlined in Article 13 of this agreement,
  - g) assuming responsibility in the event of any irregularity in the expenditure it has declared,
  - h) repaying the lead partner any amounts unduly paid and complying with any request for recovery by the IB.SH and/or the lead partner based on Article 11 of the subsidy contract and Article 17 of this agreement,



- i) keeping available all its documents related to the project in line with the requirements of the Programme Manual. This obligation shall persist even if the project partner is excluded from the project or the project partner has withdrawn from the project (cf. Article 15(1), 18(1) of this agreement).
2. By signing this agreement, each project partner declares that it:
    - a) is familiar with and adheres to the content of the subsidy contract and the provisions it bases on and refers to; this includes (but is not limited to) the rules defined in Articles 2(5), 11 and 12 of the subsidy contract, which entitle the IB.SH to reduce the amounts of Programme co-financing awarded to the project, to terminate the subsidy contract, to withhold payments, to recover Programme co-financing unduly paid and/or to suspend payments,
    - b) is familiar with and adheres to the project data,
    - c) undertakes to inform the lead partner immediately about all circumstances that delay, hinder or make impossible the realisation of the project as well as all circumstances that mean a change of the disbursement conditions or which would entitle the IB.SH to suspend payments, to reduce the amounts of Programme co-financing awarded, to recover co-financing unduly paid (cf. Article 11 of the subsidy contract) or to terminate the subsidy contract in full or in part (cf. Article 12 of the subsidy contract).
  3. By signing this agreement, each associated organisation declares that it:
    - a) is familiar with the content of the subsidy contract,
    - b) supports the project according to its specific role as defined in the project data.

## **Article 6**

### **Co-operation with third parties**

1. If a party to this agreement cooperates with third parties, including external service providers, it shall remain solely responsible concerning compliance with its obligations as set out in this agreement. Any project partner shall inform the lead partner about the subject and party of any contract concluded with such a third party.
2. No party to this agreement is entitled to assign its rights and obligations under this agreement without the prior consent of the other parties (not including the associated organisations) to this agreement and the approval of the IB.SH (cf. Article 13 of the subsidy contract).
3. Co-operation with third parties shall follow the public procurement procedures and State aid rules determined in the Programme Manual and national and EU legislation.

## **Article 7**

### **Advisory board**

1. The project partnership shall establish an advisory board to provide guidance during project implementation.



2. The advisory board has a role to help with questions that the project members cannot solve between them. It has no formal decision making rights with regard to the implementation of the project.
3. The advisory board shall consist of one, preferably management level, member for each of the lead partner, project partners and associated organisations, as well as the lead partner's project leader.
4. The lead partner will organize regular online meetings of the advisory board, primarily after the end of each reporting period. If needed, additional meetings can be set up.

## Article 8

### Detailed work plan, objectives, results, outputs and deliverables

1. Based on the work plan included in the project data, the lead partner and the project partners have developed a detailed work plan, including the operational structure and responsibility for the different work packages and their administration. The detailed work plan shows how the planned activities lead to the deliverables and outputs as listed in the project data. The detailed work plan is attached to this agreement as **Annex II**.
2. Each project activity is assigned to the lead partner or one of the project partners by the attached detailed work plan. The lead partner and the project partners shall adhere to this plan.
3. The lead partner and all project partners are aware that the IB.SH will check whether the lead partner and project partners reached the objectives, results and outputs planned in the project data. In case the planned objectives, results and outputs are not reached, the IB.SH is entitled to terminate the subsidy contract in accordance with Article 12(1)(e) of the subsidy contract and/or to recover Programme co-financing in accordance with Article 11 of the subsidy contract.
4. The lead partner and the project partners shall agree on any amendment of the detailed work plan. The project partners shall inform the lead partner immediately if any need for an amendment occurs. The parties will observe the rules on project changes as determined in the Programme Manual and Article 5 of the subsidy contract.
5. Each project partner shall inform the lead partner immediately about any factors that could lead to any deviation in the detailed work plan, especially those that could cause temporary or final discontinuation of the project.

## Article 9

### Ownership, use of deliverables and outputs

1. The ownership, title and industrial and intellectual property rights in the deliverables and outputs of the project, as well as the reports and other documents relating to it ("Results"), shall remain with the project partner or associate partner who generates such Result. If any Result is jointly generated by several project partners, such project partners shall have joint ownership to such Result. The joint owners shall, within 6 months, agree on the protection and costs hereof, the use for the joint owners and the access rights and commercial use of others, of such jointly owned Result. The project partners and associated organisations



are granted a free of charge and non-exclusive right of use of all Results and included Background (as defined below), if not limited in Annex III, to fulfil their obligations under the project.

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

## Article 10

### Detailed project budget, lead partners and project partners contributions

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



- No project budget is assigned to the associated organisations. There is no possibility for associated organisations to receive Programme co-financing (non-repayable grant) awarded to the lead partner in the subsidy contract (cf. Article 2(1) to (3) thereof).

## Article 11 Detailed spending plan

- Based on the spending plan for project expenditure included in the project data and corresponding to the detailed work plan (cf. Article 8 of this agreement), the lead partner and the project partners have agreed on a detailed spending plan attached to this agreement as **Annex IV**.
- All project partners declare that they will request payments according to the timeframe established in Article 12 of this agreement and at least to the extent defined in the spending plan (Annex IV). Payments not requested in time and in full as indicated in the spending plan may be lost. Moreover, the maximum amount of ERDF co-financing approved (cf. Article 2(1) of the subsidy contract) might be reduced if the actual payment requests are less than the expected payment requests. The Programme Manual provides further details on financial planning and de-commitment.

## Article 12 Request for payments, reporting

- The project partners are aware that expenditures incurred by implementing project activities are reimbursed retrospectively. Therefore, each project partner shall apply relevant measures to maintain a sufficient level of financial liquidity to cover the project-related expenditures.
- The project partners are entitled to request payments by following the reporting procedures defined in the Programme Manual.
- The lead partner and project partners shall report via BAMOS+. Each project partner shall respect the terms and conditions for the use of BAMOS+. In particular, each project partner shall warrant that any person acting on its behalf as a user with read, write and submit rights is employed by the project partner and at all times duly authorised to represent the project partner in relation to all project partner responsibilities in BAMOS+ and to submit data and documents via BAMOS+ on behalf of the project partner organisation.
- The following submission dates apply for each project partner to enable the lead partner to meet the deadlines for submission of progress reports according to Article 4 of the subsidy contract:

Partner report	Reporting period		Deadline for submission
	Start date	End date	
Period 1	21/06/2023	30/04/2024	17/05/2024
Period 2	01/05/2024	31/10/2024	15/11/2024
Period 3	01/11/2024	30/04/2025	16/05/2025
Period 4	01/05/2025	31/10/2025	14/11/2025
Period 5	01/11/2025	30/04/2026	15/05/2026
Period 6	01/05/2026	31/01/2027	30/11/2026





At the end of periods 1, 3, and 5, only simplified cost options (cf. section D.3.3 of the Programme Manual) shall be reported. Reporting of any real costs occurred during the respective reporting period shall be postponed until the end of the following reporting period.

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

## **Article 13**

### **Communication and visibility**

1. Each project partner shall ensure compliance with the communication and visibility obligations specified in the Programme Manual.
2. Upon request of the lead partner, each project partner and associated organisation shall support the lead partner in maintaining the project subpage hosted at the Programme portal in accordance with the rules laid down in the Programme Manual.
3. Upon request of the lead partner, each project partner shall contribute to the communication activities of the Programme as outlined in the Programme Manual. If requested by the lead partner, the project partners shall assist the lead partner in preparing and publishing a set of pre-defined communication products on the project subpage as listed and defined in the Programme Manual.



4. By signing this agreement, each project partner and associated organisation confirms that the IB.SH is authorised to publish information about the project as defined in Article 8(4) of the subsidy contract.
5. Each project partner and associated organisation authorises the lead partner to use communication and visibility material produced by the project, project partners or associated organisations to showcase how the Programme co-financing is used. Furthermore, each project partner and associated organisation authorises the lead partner to forward this material to the IB.SH, other programme authorities, programme promoters at the national level, as well as Union institutions, bodies, offices or agencies. For this purpose, each project partner and associated organisation ensures that a royalty-free, non-exclusive and irrevocable licence to use such material and any pre-existing rights attached to it is granted to the aforementioned Programme and Union bodies in accordance with the Programme Manual.
6. In accordance with Article 8(6) of the subsidy contract, each project partner and associated organisation takes full responsibility for the content of any audio, visual or audio-visual notice, publication, deliverable, output or communication and visibility material provided to the lead partner which has been developed by the project partner, associated organisation or third parties on behalf of the project partner or associated organisation. The project partner or associated organisation is liable in case a third party claims compensation for damages (e.g. due to an infringement of intellectual property rights or personal data protection rights). The project partner or associated organisation will indemnify the lead partner in case the lead partner suffers any damage because of the content of the said material.

## Article 14 Liability

1. Within the partnership, each party to this agreement shall hold harmless the other parties and indemnify them from liabilities, damages and costs resulting from the non-compliance of its duties and obligations as outlined in this agreement and its annexes. A party's aggregate liability towards the other parties collectively shall be limited to 100 000 euro in total. The limitations shall not apply for breach of the confidentiality undertakings, infringements of intellectual property rights or in the event of intent or gross negligence.
2. A project partner will indemnify the lead partner in case the lead partner suffers any damages in case of third party claims for compensation due to such project partner's infringement of intellectual property rights. The lead partner shall take all reasonable actions to limit such damages.
3. The lead partner and each project partner are solely liable for the statements/commitments made in its partner declaration attached to the latest project data.
4. No party to this agreement shall be held liable for not complying with obligations ensuing from this agreement and its annexes in case of force majeure. In such a case, the party concerned must announce this immediately in writing to the other parties to this agreement.

## Article 15 Non-fulfilment of obligations

1. If a project partner repeatedly does not fulfil its obligations stipulated in the subsidy contract or this agreement (incl. its annexes), the lead partner may exclude the project partner from the project. The lead



partner shall follow the rules of the Programme Manual. The lead partner shall inform the IB.SH of such decision without delay. The exclusion has to be approved by the Programme body stipulated in the Programme Manual. In case the exclusion is approved, the project partner is obliged to refund to the lead partner any Programme co-financing received by the day of exclusion for which it cannot prove that it was used for the implementation of the project according to the rules of eligibility of expenditure.

2. In case of non-fulfilment of obligations of a project partner having financial consequences for the entire project co-financing, the lead partner may demand compensation to cover the sum involved.

## Article 16

### Audit rights, availability of documents, evaluation

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

## Article 17

### Recovery of amounts unduly paid

1. In case the IB.SH recovers Programme co-financing unduly paid from the lead partner in accordance with Article 11 of the subsidy contract, the lead partner shall recover the unduly paid Programme co-financing from the respective project partner in line with the procedure for irregularities of the Programme Manual.
2. The project partner involved shall repay the lead partner any amounts unduly paid in accordance with the procedure for irregularities of the Programme Manual.
3. If the IB.SH suspends payments, the lead partner will do so accordingly, and the project partners shall have no claims to payment of the remaining amount. If the IB.SH deducts a recovery amount from an open payment request, the lead partner is also entitled to deduct the recovery amount from payment claims of the project partners. In addition, if the IB.SH deducts unduly paid co-financing that the lead partner or a project partner had to return in another project funded by Interreg Baltic Sea Region, the lead partner has the right to deduct the corresponding Programme co-financing to the project partner in question from any open payment request in the present project.



## Article 18

### Withdrawal from the partnership

1. The lead partner and each project partner agree not to withdraw from the project unless there are unavoidable reasons for it. If this were nonetheless to happen, the lead partner and the remaining project partners shall endeavour to cover the contribution of the withdrawing project partner either by directly assuming its tasks or by asking one or more new third organisations to join the partnership.
2. The parties to this agreement are aware that the IB.SH is entitled to terminate the subsidy contract if the number of project partners falls below the minimum number of partners that is set in the Programme Manual (cf. Article12(1)(b) of the subsidy contract).
3. In case of change in the partnership, the parties to this agreement will adhere to the provisions on project changes as determined in the Programme Manual.

## Article 19

### Confidentiality

1. Under the project, the parties may disclose Confidential Information to each other. "Confidential Information" shall mean information that is marked in writing or otherwise communicated in writing as being confidential. Results shall be considered as being the owner's / owners' Confidential Information, without such written marking, until such Results are made publicly available without breaching this agreement. Oral or visual information shall be deemed confidential if indicated orally at the time of disclosure and confirmed in writing within one (1) week or if the information is otherwise clearly of a confidential nature.
2. A party receiving Confidential Information ("Receiving Party") from another party may not, during the project period and for five (5) years thereafter, without specific agreement, transfer such Confidential Information to a third party or use it for purposes other than the work in the project. When the project has been completed the Receiving Parties undertake to return all Confidential Information received to the party having provided the Confidential Information, or to destroy such Confidential Information. This undertaking shall not affect or limit the parties' obligations in accordance with the subsidy contract to keep for audit purposes all supporting documents related to the project in accordance with the Programme Manual.
3. The Receiving Party undertakes to take actions during the conduct of the project and in other handling of Confidential Information as reasonably required to maintain this confidentiality.
4. Information shall not be deemed Confidential Information if the information is demonstrably:
  - a) already held by the Receiving Party; or
  - b) received or later is received from a third party without a confidentiality requirement;
  - c) is or becomes generally known in another way than through a breach of this agreement; or
  - d) developed by the Receiving Party independently of the information claimed to be Confidential Information.



5. The Receiving Party is not obliged to adhere to the confidentiality obligations under this article 19 if, and to the extent that, it has a duty to keep or to disclose Confidential Information in accordance with mandatory law or regulation or a decision of an authority.
6. The abovementioned rules on confidentiality shall not affect the parties' obligation to ensure that all deliverables and outputs of the project are made available to the public.

## **Article 20**

### **Applicable law and dispute settlement**

1. Without prejudice to both the applicable European law and Article 16(1) of the subsidy contract, this agreement shall be governed by and construed in accordance with Swedish law, being the law of the country of the lead partner.
2. The lead partner and the project partners sign this agreement with the intention to cooperate amicably. Should a dispute arise between the lead partner and the project partners or between the project partners in connection with this agreement, the parties concerned will endeavour to work towards a mutually acceptable settlement.
3. If the amicable settlement method was ineffective and the disagreement persists in spite of all efforts being made in this respect, the dispute shall be finally decided by public courts. The place of jurisdiction is Norrköping, Sweden.
4. The provisions of this Article shall not affect the recovery of amounts unduly paid as laid down in Article 17 of this agreement. Thus, neither a procedure for amicable settlement according to paragraph 2 nor a court procedure according to paragraph 3 shall have a suspensive effect on any recovery of amounts unduly paid.

## **Article 21**

### **Data protection**

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





## Article 22

### Concluding provisions

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





**For project partner no° 1 (lead partner): Sjöfartsverket / Swedish Maritime Administration**

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**For project partner no° 2: Bundesamt für Seeschifffahrt und Hydrographie / Federal Maritime and Hydrographic Agency**

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**For project partner no° 3: Geodatastyrelsen / Danish Geodata Agency**

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**For project partner no° 4: Transpordiamet / Republic of Estonia Transport Administration**

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**For project partner no° 5: Liikenne- ja viestintävirasto Traficom / Finnish Transport and Communications Agency Traficom**

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**For project partner no° 6: Latvijas Jūras administrācija / Maritime Administration of Latvia**

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**For project partner no° 7: Ilmatieteen laitos / Finnish Meteorological Institute**

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**For project partner no° 8: Satakunnan ammattikorkeakoulu / Satakunta University of Applied Sciences**

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**For project partner no° 9: RISE Research Institutes of Sweden AB**

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**For project partner no° 10: Furuno Finland Oy / Furuno Finland**

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**For associated organisation no° 1: Lietuvos transporto saugos administracija / Lithuanian Transport Safety Administration**

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**For associated organisation no° 2: Biuro Hydrograficzne Marynarki Wojennej / Hydrographic Office of the Polish Navy**

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**For associated organisation no° 3: IC-ENC**

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**For associated organisation no° 4: PRIMAR**

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## Annexes

- I. Subsidy contract for the project #C043 Baltic Sea e-Nav of Interreg Baltic Sea Region
- II. Detailed work plan according to Article 8 in its latest version
- III. Pre-existing intellectual property rights
- IV. Detailed spending plan according to Article 11 in its latest version
- V. Optional: Decision making procedure