

Partnership Agreement between the Lead Partner and project partners of the INTERREG IVC project RENREN

Having regard to

- Council Regulation (EC) No 1080/2006 of 5 July 2006, amended by Regulation (EC) 397/2009 of 6 May 2009 (OJ L 126, 21.5.2009, p. 3), Article 20 (1) (a) laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund,
- the Programme Manual, Section 4.1.2 “The Partnership Agreement”, whereupon partners in a project funded under INTERREG IVC have to conclude an agreement concerning their mutual financial and legal responsibilities, including the functions and responsibilities of the Lead Partner,
- the Subsidy Contract signed on 25th January 2010/8th February 2010 between the INTERREG IVC Managing Authority and the Lead Partner, Section 4 for the implementation of the INTERREG IVC project 0624R2 - Renewable Energy Regions Network (RENREN), approved by the INTERREG IVC Monitoring Committee - on 5 November 2009 in Stockholm,

the following agreement shall be made between the following partners:

LEAD PARTNER (LP)

1. Federal State of Schleswig-Holstein (LP), Düsternbrooker Weg 94, 24105 Kiel, DE
Represented by: Dr. Gustav W. Sauer
Approved Lead Partner budget: € 270.088,00
Amount of co-financing : € 67.522,00

PROJECT PARTNERS (PP)

2. Welsh Assembly Government (P2), Third Floor, Cathay’s Park 2, CF 10, 3NQ,Cardiff,UK
Represented by: Dr. Ron Loveland

Approved partner budget: € 171.348,00
Amount of co-financing: € 42.837,00

3. County Council of Jämtland (P3), Institute of Rural Development, Rösta, 83043 Ås, SE

Represented by: Ulf von Sydow

Approved partner budget: € 320.999,99

Amount of co-financing: € 80.250,00

4. The Association of municipalities in the Westfjords (P4), Arnagata 2-4, IS 400Isafjordur, Iceland

Represented by: Aðalsteinn Óskarsson

Approved partner budget: € 67.856

5. Cyprus Institute of Energy (P5), 13-15 Andrea Araouzu Str., 1421 Nicosia, Cyprus

Represented by: Iosif Spyrides

Approved partner budget: € 103.100,00

Amount of co-financing € 15.465,00

6. Department of Innovation, Enterprise and Employment of Navarra (P6), Parque Tomas Caballero 1-6 planta, 31005 Pamplona, ES

Represented by: Begoña Urien Angulo

Approved partner budget: € 135.202,56

Amount of co-financing € 33.800,64

7. Regional Energy Agency of Castilla y Leon (P7), Av. Reyes Leoneses, 11 EREN Building, 24008 León, ES

Represented by: Puy Domínguez Pérez

Approved partner budget:	€ 158.392,01
Amount of co-financing :	€ 39.598,01

8. The partner “Energy Commission of Styria” (P8) has dropped out during the negotiation phase and will no longer be considered in this project.

9. Region Pays de la Loire (P9), 1 Rue de la Loire, 44966 Nantes, FR

Represented by: Jacques Auxiette, President of Region Pays de la Loire

Approved partner budget:	€ 150.000
Amount of co-financing:	€ 37.500

10. The Agency for Social and Economic Development of Timis County (P10), Bv. Revolutiei din 1989, No. 17 , 300034 Timișoara, RO

Represented by: Sergiu BALASA, Director ADETIM

Approved partner budget:	€ 121.746,66
Amount of co-financing:	€ 18.262,00

11. Lodz Region (P11), 8 Pilsudskiego Avenue, 90-051 Łódź, PL

Represented by: Mr. Witold Stępień – Deputy Marshal of the Lodz Region

Approved partner budget:	€ 117.906,64
Amount of co-financing:	€ 17.686,00

12. Ústí Region (P12), Velká Hradební, 40002 Ústí nad Labem, CZ

Represented by: Tatiana Krydlová

Approved partner budget:	€ 129.460,00
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Amount of co-financing: € 19.419,00

13. Region Of Central Macedonia (P13), 11 KATHIGITI ROSSIDI STR., 54008 Thessaloniki, GR

Represented by: Mrs. MARIA LIONI, SECRETARY GENERAL

Approved partner budget: € 144.666,66

Amount of co-financing: € 21.700,00

14. Andalusia Energy Agency (P14), Calle Isaac Newton s/n (antiguo Pabellón de Portugal), 41092 Sevilla, ES

Represented by: María Luisa Borra Marcos

Approved partner budget: € 139.456,00

Amount of co-financing: € 34.864,00

15. Bay Zoltán Foundation for Applied Research, Institute for Logistics and Production Systems (P15), Iglói u. 2., 3519 Miskolctapolca, HU

Represented by: Professor János Hajtó

Approved partner budget: € 132.993,33

Amount of co-financing: € 19.949,00

Article 1

Subject of the agreement

1. Subject of this agreement is the organisation of a partnership in order to implement the INTERREG IVC project 0624R2 - Renewable Energy Regions Network (RENREN) as indicated in the annexes. The annexes comprise
 - the latest version of the application form approved by the INTERREG IVC Monitoring Committee including enclosures (Annex I),
 - the Subsidy Contract between the Managing Authority of the "INTERREG IVC" Operational Programme and the Lead Partner dated 25th January/8th February 2010 (Annex II),
 - Budget by budget line, by component and by project partner, including the Lead Partner (Annex III),
 - Overview of shared costs, including amounts, components, and contracting partners as well as each paying partner's share (Annex IV)
2. The annexes - including all provisions they are based on and refer to - are considered to be an integral part of this agreement.
3. This agreement will enter into force from 5 November 2009 onward.

Article 2

Partners to the agreement

1. The Lead Partner is responsible for the management, communication, implementation and co-ordination of activities among the related project partners as it is described in the Programme Manual Section 2.3.4 “The Lead Partner”, and in the Subsidy Contract Article 5. “Representation of partners, liability”.
2. Project partners are the organisations responsible for carrying out specific project activities in the manner and scope as indicated in the approved application form.
3. The term “partners” as used in this agreement shall cover both, the Lead Partner and all project partners of the INTERREG IVC project RENREN.

Article 3

Obligations

1. General provisions

The partners commit themselves in doing everything in their power to support the implementation of the project as defined in § 1 in compliance with EU, national legislation and the Subsidy Contract.

2. Steering Group, Monitoring Group

The Steering Group (SC) consists of one representative per partner and shall overview the overall progress of the project and discuss and take decisions going beyond the ordinary day-to-day business, e.g. adoption of the strategic communication plan (see 3.2.2, Annex I), decisions concerning amendments to the partnership (in case of defaulting partners) or to the partnership agreement, changes related to activities, budget reallocations, etc.

The SC will meet once a year on the occasion of workshops. Additional ad-hoc meetings can be held if deemed necessary.

The SC takes strategic decisions with simple majority. Each partner has one vote.

The Monitoring Group (MG) is composed of the Working Group leaders and deputy leaders, the Communication officer and the Deputy communication officer, i.e. for the time being

- Working Group 1: Wind, ocean, hydropower: Dr. Ron Loveland, Welsh Assembly Government (PP 2, leader), Wolfgang Schulz, Regional government of Schleswig-Holstein (LP, deputy)
- Working Group 2: Geothermal, Biomass: Ulf von Sydow, Jämtland County Council (leader PP 3); Aðalsteinn Óskarsson, Association of municipalities in the Westfjords (PP 4, deputy)
- Working Group 3: Solarthermal, photovoltaic: Fernando Señas Bea, Regional government of Navarra (PP 6, leader); Iosif Spyrides, Cyprus Institute of Energy (PP 5, deputy)
- Communication officer Puy Domínguez Pérez (PP 7, Regional Energy Agency of Castilla y Leon)
- Deputy communication officer Björn Nilsson (PP 3, Jämtland County Council).

Any change of staffing of these functions shall be communicated by the Lead Partner to the project partners in writing. It shall not require a change of this agreement.

The MG is chaired by the Lead Partner. The MG meets regularly on the occasion of workshops, takes decisions on minor changes (e.g. on changes in contact information, rescheduling of activities, small budget deviations) and shall prepare decisions to be taken by the SC.

3. *Obligation and duties of the Lead Partner*

The Lead Partner shall fulfil all obligations arising from the Subsidy Contract and the approved application.

The Lead Partner shall

- appoint a coordinator qualified in European project management and who shall accept the operational responsibility for the implementation of the overall project
- appoint a Financial Manager responsible for the accounts, financial reporting, the internal handling of ERDF/NORWEGIAN funds and national co-financing
- start and implement the project according to the descriptions of individual components approved by the Monitoring Committee
- draw up and present progress reports twice a year comprising activity reports and audited financial reports to the Joint Technical Secretariat of the "INTERREG IVC" programme, as well as the final report as it is defined in the Subsidy Contract
- request and receive payments from the Managing Authority / Certifying Authority of the "INTERREG IVC" programme
- transfer in compliance with the amounts reported in the progress report the devoted part for each project partner as soon as it has received payment from the Managing / Certifying Authority
- ensure an efficient internal management and control system i.e.:
 - a) manage and verify appropriate expenditures of the subsidy awarded
 - b) carry out the project's overall accounting
 - c) communicate with the INTERREG IVC programme bodies, particularly the Managing Authority/Joint Technical Secretariat, Certifying Authority and Audit Authority
 - d) react promptly to any request by the bodies implementing the "INTERREG IVC" programme
 - e) notify its project partners immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the project
- retain at all times for audit purposes all files, documents and data about the part of the project for which it is responsible on customary data storage media in a safe and orderly manner for a minimum period of 3 years after the payment of the final balance by the European Commission to the "INTERREG IVC" programme. This balance will only be

transferred in an as yet unspecified period of time after 2015; other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected

- conserve all documents required for the audit, provide necessary information and give access to its business premises
- provide the independent assessors carrying out the INTERREG IVC project programme evaluation any document or information necessary to assist with the evaluation
- fulfil obligations as stipulated in Article 8 – Cost sharing.

4. Obligations and duties of the project partners

Each project partner shall accept the following duties and obligations:

- appoint a Project Leader for the parts of the project for which it is responsible and give the Project Leader the authority to represent the project partner in the project and appoint one person who will represent the project partner in the Steering Committee. This person shall be appointed and communicated to the Lead Partner by each project partner before the first Steering Committee session takes place.
- Communicate to the Lead Partner changes in membership in the Steering Committee and in the Monitoring Group in advance. If the designated Steering Committee or Monitoring Group members are prevented from coming, they can send an alternate who shall be communicated to the Lead Partner in advance.
- implement the part of the project for which it is responsible in due time according to the descriptions of individual components (Application Form, Annex 3) approved by the Monitoring Committee
- support the Lead Partner in drawing up progress reports and the final report by providing the required data on time. In particular all project partners shall submit twice a year a financial report of their expenditures before 15 August and 15 February in respect of the Lead Partner's obligation to submit the progress report to the Joint Technical Secretariat on 1 October and 1 April
- notify the Lead Partner immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the project
- produce all documents required for audit purposes, especially provide necessary information and give access to its business premises to all relevant authorised audit bodies
- retain at all times for audit purposes all files, documents and data about the part of the project for which it is responsible on customary data storage media in a safe and orderly manner for a minimum period of 3 years after the payment of the final balance by the European Commission to the "INTERREG IVC" programme. This balance will only be transferred in an as yet unspecified period of time after 2015, Other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected
- provide the independent assessors carrying out the INTERREG IVC project evaluation with any document or information necessary to assist with the evaluation

- respect all rules and obligations laid down in the Subsidy Contract and the co-financing statement each project partner has signed for the application
- react promptly to any request by the INTERREG IVC programme bodies - the Managing Authority/Joint Technical Secretariat, Certifying Authority and Audit Authority

Article 4
Liability

1. Each partner shall be liable to the other partners and shall indemnify and hold harmless such other partners for and against any liabilities, damages and costs resulting from the non-compliance of its duties and obligations as set forth in this agreement and its annexes.
2. No party to this agreement shall be held liable for not complying with obligations ensuing from this agreement in case of *force majeure*. In such a case, the partner involved must announce this immediately in writing to the other partners of the project.

Article 5
Budget details and Payment Forecast by Partner

1. The Lead Partner is the sole responsible party to the INTERREG IVC Managing Authority and Monitoring Committee for the budgetary and financial management of the project. The Lead Partner shall be responsible for the realisation and the transfer of payment claims to its project partners as well as for an application for reallocation between budget components by the project partner as defined in the Subsidy Contract, Section 2.2. For each financial report, following the payment of programme funds to the Lead Partner, the Lead partner shall transfer immediately the sums assigned to each project partner. No deduction, retention or further specific charge shall be made; however, the right to suspend payments as referred to in Article 8.4 shall remain unaffected.
2. The Lead Partner must ensure the correctness of the accounting and financial reports and documents drawn up by the project partners. The Lead Partner may request further information, documentation and evidence from the project partners to that effect.
3. Each partner shall be held responsible for its budget up to the amount as to which the partner participates in the project and pledges to release its part of the co-funding.
4. The project partners, including the Lead Partner, commit themselves to respect the budget by budget line and component and payment forecast by partner according to the table in Annex III of this agreement.
5. Each partner commits to keeping a separate accounting system solely used for the project as defined in § 1. The accounts shall provide for registration in Euros (EUR; €) of total expenses (expenditure) and of the return (income) related to the project.

Accounting reports or other documents, including copies of all background documentation (invoices, documents related to tender, bank statements, etc.) shall be submitted to the Lead Partner or to the body appointed to that effect, in accordance with the schedule and require-

ments stipulated by the Lead Partner. In accordance with Article 4 of the Subsidy Contract, only expenditure paid and borne by organisations listed as partners in the approved latest version of the Application Form are eligible to ERDF and Norwegian co-financing.

For partners located outside the EURO-zone, the Lead Partner and the partners agree on the following option for the conversion of project expenditure in accordance with chapter 4.3.3. of the Programme Manual:

The average monthly exchange rate set by the Commission of the last month of the reporting period is used. It is published on:

<http://ec.europa.eu/budget/infocore/index.cfm?Language=en>.]

6. In default of evidence or in the event of non-fulfilment of the rules concerning eligibility of expenditure, the Lead Partner shall ask the project partners to redraft the submitted financial documents. In case of repeated non-fulfilment, the Lead Partner shall be entitled to deny the expenditure declared by a project partner. In that case, the Lead Partner is obliged to inform the project partner concerned on the denial of the expenditure declared and the motivation thereto; also, the Managing Authority/Joint Technical Secretariat of the "INTERREG IVC" programme shall be informed.

Article 6

Modification of the work plan and budget reallocation

1. Before applying for reallocation of total costs as stated in the approved application form from one budget line, component and/or project partner to another in accordance with the Subsidy Contract section 2.2, the Lead Partner shall obtain the approval of its project partners. The Lead Partner may set up a deadline for the project partners for the approval of these modifications so that beyond the given deadline, if no communication received, the modification is considered to be approved by the project partners.
2. Any request for amendment of the Subsidy Contract presented by the Lead Partner to the Managing Authority / Joint Technical Secretariat of the "INTERREG IVC" programme shall be authorised by the project partners of the project beforehand.

Article 7

Reports

1. Each project partner commits to providing the Lead Partner with the information needed to draw up progress reports and other specific documents required by the Managing Authority / Joint Technical Secretariat of the "INTERREG IVC" programme or other bodies implementing the programme. The reporting periods as laid down in the Subsidy Contract, the reporting deadlines as agreed with the Lead Partner as well as instructions in the reporting forms shall be observed.
2. The Lead Partner shall systematically send each project partner copies of the progress reports submitted to the Managing Authority / Joint Technical Secretariat of the "INTERREG IVC" programme and keep the project partners informed on a regular basis of all relevant communication with the bodies implementing the programme.
3. The project partners are obliged to have their reports to the Lead Partner certified by a controller in compliance with the country specific control requirements as indicated on the INTERREG IVC website. The project partners have to submit their report including the control confirmation to the Lead Partner.

Article 8

Cost sharing

1. Terminology

- Cost sharing means in this project that one partner (= "contracting partner") pays out the expenditure, and these costs are allocated to all partners eligible for INTERREG IVC funding in the framework of this project (hereinafter referred to as "paying partners"). The costs that will be shared derive from joint project implementation and as a result of carrying out activities that benefit either a number of partners or the whole partnership.
- Individual part: The individual part to the shared costs results from the shared costs incurred, divided by the number of paying partners, and shall not exceed 27.189,19 EUR per partner over the full duration of the project.

- Contracting partner: The partner which concludes the subcontract/pays out the expenditure of shared costs first, and is then reimbursed according to the method described under Nr. 4 of this Article, will be referred to as “contracting partner” (CP).

2. Specification of costs which will be shared

Shared costs are related to the following activities:

- support to the Lead Partner (according to section 4.3 of the RENREN Application form) for component 1 tasks
- Specific common communication & dissemination activities (contracting partners: Lead Partner, PP 3 – Castilla y Leon Energy Agency, PP 7 – Jämtland County Council)
- The following activities with regard to component 3: Comparative analysis of RES policies according to Annex IV, invitation of experts to Workshops (CP: Lead Partner)

A list of all cost sharing subjects with a concise description, timeframe, contracting partners and the estimated costs for each item is attached to this agreement as Annex IV.

3. Obligations of the partners:

- All partners commit themselves to providing their individual part to the cost sharing.
- Contracting partner (CP): Each CP shall generate the relevant cost(s) that will be shared later on. It is responsible for accounting, payment and settlement of the shared costs in line with the requirements of the Programme Manual and according the rules of its country. It is further responsible for the implementation of tasks incurring these costs.
- Each paying partner compensates the CP for the cost shares until the payment date specified in the invoice/financial note and in the way stipulated in this agreement (Nr. 4 of this Article).

4. Cost sharing method

The paying partners pay their actual cost share to the CP as follows: After actual payment of the expenditure, the CP shall issue to the other paying partners a cost sharing invoice. The cost sharing invoice lists the total amount paid out by the CP, each paying partner's share of the cost and the calculation method used to obtain the partners' shares. It is accompanied by

- The controller's confirmation for the total amount of the shared costs (100%) paid by the contracting partner
- A copy of the relevant documentation proving the eligibility and payment of the expenditure (for example, for external expertise /& service costs, copies of the public procurement documentation, the contract/agreement, the experts or service provider's invoice and a proof of payment – bank statement, and a paper signed by the CP and certifying that the tasks related to the costs have been fulfilled).

The paying partners shall transfer the amount payable to the bank account of the CP within the period stipulated in the cost sharing invoice. In case a paying partner ascertains that it will be behind schedule with its payment, the paying partner shall immediately inform the CP; such information must not be submitted later than the actual deadline for payment.

Each paying partner includes its share in its financial report of the period within which the costs are incurred and therewith requests from the INTERREG IVC Programme the co-financing of its cost shares.

The Lead Partner can, in case of default by the respective project partner, suspend payment of the defaulting partner's individual grant until the defaulting partner balances the amounts due to the CP..

Article 9

Information and publicity measures

1. The partners will implement jointly a communication and dissemination plan that ensures adequate promotion of the project and its results towards potential beneficiaries, project stakeholders and the general public.
2. Any information and publicity measures by the partners aimed at beneficiaries, potential beneficiaries and the public must specify that the project has received a subsidy from the programme funds as defined in Article 1(1) of the Subsidy Contract within the framework of the INTERREG IVC programme. Provisions of Commission Regulation (EC) No 1828/2006 of 8 December 2006, amended by Regulation (EC) 846/2009 of 1 September 2009, Section II, Section 1 (in particular Articles 8 and 9) relating to information and publicity measures concerning assistance from the Structural Funds and the Managing Authority / Joint Technical Secretariat guidelines as provided in the latest version of the Programme Manual and on the INTERREG IVC website must be observed.
3. Furthermore, it must be clearly stated by the partners that the project has been co-financed by ERDF through the INTERREG IVC Programme in addition to using the European flag and programme logo and slogan.
4. The partners agree that the Managing Authority / Joint Technical Secretariat shall be authorised in the framework of the "INTERREG IVC" programme to publish in whatever form and by whatever media, including the internet, the following information:
 - the name of the Lead Partner and its project partners
 - the purpose of the subsidy
 - the amount granted and the proportion of the total cost of the project accounted for by the funding
 - the geographical location of the project
 - progress reports including the final report
 - whether and how the project has previously been publicised
5. The partners agree to send three (3) copies of the main publicity and information material produced to the Joint Technical Secretariat. The partners furthermore authorise the Joint Technical Secretariat, Managing Authority and the European Commission to use this material to showcase how the subsidy is used.
6. The partners agree that any information, media appearance, or other publicity of the project shall be communicated to the Joint Technical Secretariat for potential website updates or showcases.
7. The partners shall ensure that at least one member of the Joint Technical Secretariat will be invited to present the programme during the project's final conference or other closing event.

8. The partners shall endeavour to appoint a permanent contact for information and publicity purposes.

Article 10

Confidentiality

1. Although the nature of the implementation of the project is public, part of the information exchanged in the context of its implementation between the programme bodies, partners and the Managing Authority/Monitoring Committee/Audit Authority can be confidential. Only documents and other elements explicitly provided with the statement "confidential" shall be regarded as such.
2. The partners commit to taking measures to ensure that all staff members carrying out the work respect the confidential nature of this information, and do not disseminate it, pass it on to third parties or use it without prior written consent of the partner who provided the information.

Article 11

Cooperation with third parties, delegation and outsourcing

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

Article 12

Assignment, legal succession

1. No partner is allowed to assign its duties and rights under this agreement without the prior consent of the other parties to this agreement.

The parties to this agreement are aware of the provisions of the Subsidy Contract whereupon the Lead Partner is allowed to assign its duties and rights as laid down in the Subsidy Contract only after prior written consent of the Managing Authority and the Monitoring Committee of the "INTERREG IVC" programme.

2. In the case of legal succession, the partner concerned is obliged to transfer all duties under this agreement to the legal successor.

Article 13

Non-fulfilment of obligations or delay

1. Each project partner is obliged to promptly inform the Lead Partner and to provide the latter with all necessary details should there be events that could jeopardise the implementation of the project.
2. Should one of the project partners be in default, the Lead Partner shall admonish the respective project partner to comply within a reasonable period of time, a maximum of one month. The Lead Partner shall make any effort to contact the project partners in resolving the difficulties including seeking the assistance of the Joint Technical Secretariat / the Managing Authority of the "INTERREG IVC" programme.
3. Should the non-fulfilment of obligations continue, the Lead Partner may initiate a decision in the Steering Committee to exclude the project partner concerned from the project, with approval of the "INTERREG IVC" Programme bodies. The Joint Technical Secretariat / the Managing Authority of the "INTERREG IVC" programme shall be informed immediately if the consortium intends to exclude a project partner from the project.
4. The excluded project partner is obliged to refund to the Lead Partner any programme funds received which it cannot prove on the day of exclusion that they were used for the implementation of the project according to the rules of eligibility of expenditure.
5. In case of non-fulfilment of a project partner's obligation having financial consequences for the funding of the project as a whole, the Lead Partner may demand compensation to cover the sum involved.

Article 14

Demand for repayment by the Managing Authority

Should the Managing Authority of the "INTERREG IVC" programme in accordance with the provisions of the Subsidy Contract section 8, demand repayment of subsidy already transferred, each project partner is obliged to transfer its portion of the repayment amount to the Lead Partner. The Lead Partner shall, without delay, submit the letter by which the Managing Authority has asserted the repayment claim and notify each project partner of the amount repayable. The repayment amount is due within two weeks following the notification by the Lead Partner. In case the amount repayable shall be subject to interest, the interest rate will be determined in accordance with the provisions of the Subsidy Contract 8.4. and would be applied to each project partner.

Article 15

Disputes between partners

1. In case of any disputes among themselves, the partners are obliged to work towards an amicable settlement. Disputes will be referred to the Steering Committee of the project.
2. In the case amicable settlement is not possible the dispute will be finally decided in accordance with the jurisdiction of the country where the Lead Partner is located.

Article 16

Lapse of time

Legal proceedings concerning any issue ensuing from this agreement may not be lodged before the courts more than three years after the claim was constituted.

Article 17
Concluding Provisions

1. The working language of this Partnership shall be English.
2. If any provision in this agreement should be fully or partly ineffective, the parties to this agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the original provision.
3. This agreement shall only be amended in writing by means of an amendment to that effect signed by all parties involved.

Modifications to the project (e.g. concerning activities, time schedule or budget) that have been approved by the Managing Authority can be carried out without amending the agreement.

4. Any change of domicile as indicated in the Application Form (Annex I.), shall be notified to the Lead Partner by registered mail, within 15 days following the change of address, and not require an amendment to this agreement.

Concluded at [Date, place]

Lead Partner

Signature

Date

Partner 2

Signature

Date

Partner 3

Signature

Date

Partner 4

Signature

Date

Partner 5

Signature

Date

Partner 6

Signature

Date

Partner 7

Signature

Date

Partner 8

The partner "Energy Commission of Styria" has dropped out during the negotiation phase and will no longer be considered in this project.

Partner 9

Signature

Date

Partner 10

Signature

Date

Partner 11

Signature

Date

Partner 12

Signature

Date

Partner 13

Signature

Date

Partner 14

Signature

Date

Partner 15

Signature

Date

Annexes:

Annex I. – Application Form

Annex II. – Subsidy Contract

Annex III. – Budget table by partners and Components (CP) – based on approved Application form

Amounts in EUR

P	Components	CP1	CP2	CP3	Prep.	Total
LP	Federal State of Schleswig-Holstein	62,468.00	51,153.84	130,466.15	26,000.00	270,088.00
2	Welsh Assembly Government	37,864.45	22,081.85	111,401.69		171,348.00
3	Jämtland County Council	48,398.39	121,659.05	150,442.55	500.00	321,000.00
4	Association of municipalities (Westfjords)	16,532.30	8,034.90	43,288.80		67,856.00
5	Cyprus Institute of Energy	25,618.00	28,194.84	49,287.15		103,100.00
6	Navarra-Dpt.of Innovation, Enterprise, Employment	24,744.99	30,097.78	80,359.78		135,202.56
7	Regional Energy Agency of Castilla y Leon	38,287.82	66,761.91	53,342.25		158,391.99
9	Pais de la Loire region	28,385.00	25,763.84	95,851.15		150,000.00
10	ADETIM	22,351.16	32,305.84	67,089.65		121,746.66
11	Lodz region	20,328.69	48,086.09	49,491.85		117,906.64
12	Ustecky region	26,240.25	38,535.09	64,684.65		129,460.00
13	Central Macedonia region	30,059.16	28,121.34	86,486.15		144,666.66
14	Andalusia Energy Agency	32,267.51	37,481.34	69,707.15		139,456.01
15	Bay Zoltán Foundation for Applied Research	17,437.43	54,334.14	61,221.75		132,993.33
	Total	430,983.17	592,611.91	1,113,120.77	26,500.00	2,163,215.85
	Total without Westfjords	414,450.87	584,577.01	1,069,831.97	26,500.00	2,095,359.85

	CP1	CP2	CP3	
Thereof shared costs p.P.	10,389.19	11,453.84	5,346.15	27,189.19

P8 (Styria) dropped out

Annex IV: - Overview of Shared costs

Note: The following pages contain estimations on shared costs classified by components and activities within these components. The contracting partners are displayed as well as the half-years within which these costs are supposed to be incurred. The actual costs might vary from these estimations and shifts might be necessary between the different activities and half-years. A first adjustment has already been made after the launch event (28th-30th April 2010), with less costs to be borne by the paying partners. These costs have been shifted to the closing conference budget.

The overall budget, however, will not be exceeded, e.g. the overall estimate of 353,459.47 EUR constitutes the upper limit of overall shared costs (=27,189.19 EUR per paying partner). Contracting partners might also differ for individual activities.

Half-year 1 runs from: 1st January 2010 till 30th June 2010, half-year 6 runs from 1st July till 31st December 2012.

Contracting partners are abbreviated by "CP".

Annex IVC: Overview shared costs RENREN: Exclusively external expertise & services and equipment costs								
Component 1 - Management and coordination	Costs to be shared (EUR)	Cost Half-year 1 (EUR)	Cost Half-year 2 (EUR)	Cost Half-year 3 (EUR)	Cost Half-year 4 (EUR)	Cost Half-year 5 (EUR)	Cost Half-year 6 (EUR)	Total p. paying partner (EUR)
Support to LP for management & coordination tasks (see 2.3.1)	53,159.49	8,859.92	8,859.92	8,859.92	8,859.92	8,859.92	8,859.92	4,089.19
Cost of subcontracted financial management tasks (see 2.3.2)	81,900.00	18,900.00	12,150.00	12,150.00	12,150.00	12,150.00	14,400.00	6,300.00

Component 2 – Commu- nication & dissemination								
Kick-off, closing confer- ence (location rent, cater- ing incl. service, confer- ence kitt, organisation)	66,300.00	22,074.00	0.00	0.00	0.00	0.00	44,226.00	5,100.00
Additional information events & common diss. events (e.g. fair & confer- ence fees)	36,500.00	0.00	14,930.00	11,325.00	0.00	10,245.00	0.00	2,807.69
Corporate design & layout of printing materials	4,000.00	1,500.00	0.00	1,500.00	0.00	1,000.00	0.00	307.69
Production of communica- tion & dissemination mater- ial	14,099.98	5,250.00	0.00	4,599.98	0.00	4,250.00	0.00	1,084.61
Website (including main- tenance, content mana- gement, etc.)	7,000.00	4,000.00	0.00	1,000.00	0.00	1,000.00	1,000.00	538.46
Videoclip production to be shared	15,500.00	0.00	15,500.00	0.00	0.00	0.00	0.00	1,192.31
USB-Sticks for dissemina- tion of project outputs (presentations, docu- ments)	5,500.00	0.00	5,500.00	0.00	0.00	0.00	0.00	423.08
Component 3 - Ex- change of experiences and best practices								
External experts to be in- vited to workshops	15,500.00	0.00	2,500.00	2,500.00	2,500.00	2,500.00	5,500.00	1,192.31
Sophisticated comparative analysis of RES policy for all regions	54,000.00	0.00	54,000.00	0.00	0.00	0.00	0.00	4,153.85
Total shared costs	353,459.47	60,583.92	113,439.92	41,934.90	23,509.92	40,004.92	73,985.92	27,189.19

Annex IV: Overview shared costs per paying partner and Half-Year (HY)							
Component 1 - Management and coordination	Total p. paying partner (EUR)	HY 1 p. paying partner (EUR)	HY 2 p. paying partner (EUR)	HY 3 p. paying partner (EUR)	HY 4 p. paying partner (EUR)	HY 5 p. paying partner (EUR)	HY6 p. paying partner (EUR)
Support to LP for management & coordination tasks (see 2.3.1)	4,089.19	681.53	681.53	681.53	681.53	681.53	681.53
Cost of subcontracted financial management tasks (see 2.3.2)	6,300.00	1,453.85	934.62	934.62	934.62	934.62	1,107.69
							0.00
Component 2 - Communication and dissemination							0.00
Kick-off, closing conference (location rent, catering incl. service, conference kitt, organisation)	5,100.00	1,698.00	0.00	0.00	0.00	0.00	3,402.00
Additional information events & common diss. events (e.g. fair & conference fees)	2,807.69	0.00	1,148.46	871.15	0.00	788.08	0.00
Corporate design & layout of printing materials	307.69	115.38	0.00	115.38	0.00	76.92	0.00
Production of communication & dissemination material	1,084.61	403.85	0.00	353.84	0.00	326.92	0.00
Website (including maintenance, content management, etc.)	538.46	307.69	0.00	76.92	0.00	76.92	76.92
Videoclip production to be shared	1,192.31	0.00	1,192.31	0.00	0.00	0.00	0.00
USB-Sticks for dissemination of project outputs (presentations, documents)	423.08	0.00	423.08	0.00	0.00	0.00	0.00
Component 3 - Exchange of experiences and best practices							
External experts to be invited to workshops	1,192.31	0.00	192.31	192.31	192.31	192.31	423.08
Sophisticated comparative analysis of RES policy for all regions	4,153.85	0.00	4,153.85	0.00	0.00	0.00	0.00
Total shared costs	27,189.19	4,660.30	8,726.15	3,225.76	1,808.46	3,077.30	5,691.22

Annex IVC: Shared costs Component 1								
Component 1 - Management & coordination - external expertise & services costs								
	CP	Costs Half-year 1 (EUR)	Costs Half-year 2 (EUR)	Costs Half-year 3 (EUR)	Costs Half-year 4 (EUR)	Costs Half-year 5 (EUR)	Costs Half-year 6 (EUR)	Total cost (EUR)
Progress report - financial part: Preparation, setting up, gathering all relevant documents from partners; Compilation & preparation of aggregated financial report	LP	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	3,150.00	18,900.00
Financial management: Administration of partners' budget calculations, overall project budget, overview of eligibility of costs	LP	15,750.00	9,000.00	9,000.00	9,000.00	9,000.00	11,250.00	63,000.00
Cost of subcontracted financial management tasks	LP	18,900.00	12,150.00	12,150.00	12,150.00	12,150.00	14,400.00	81,900.00
Progress report (4.3.1 Progr. Manual) - activity part: Preparation, setting up, gathering input from partners Compilation & preparation of aggregated activity report	LP	2,216.67	2,216.67	2,216.67	2,216.67	2,216.67	2,216.67	13,300.00
Organisation of Steering Committee Meetings, preparation of partnership agreement including cost sharing clause, project management - day-to-day activity-related coordination tasks - project timetable, overview of overall progress, reminding project partners of their duties, file management, mailing lists, contact lists, etc.	LP	6,643.25	6,643.25	6,643.25	6,643.25	6,643.25	6,643.25	39,859.49
Cost of support to LP for management & coordination tasks	LP	8,859.92	8,859.92	8,859.92	8,859.92	8,859.92	8,859.92	53,159.49
Total cost per half-year to be shared		27,759.92	21,009.92	21,009.92	21,009.92	21,009.92	23,259.92	135,059.49
<i>Total cost per half-year and paying partner</i>		<i>2,135.38</i>	<i>1,616.15</i>	<i>1,616.15</i>	<i>1,616.15</i>	<i>1,616.15</i>	<i>1,789.22</i>	<i>10,389.19</i>

Annex IVC: Shared costs Component 2- Kick-off conference				
Component 2 - Communication & dissemination				
Nb. Of participants	128			
	<i>Kick-off cost (EUR)</i>	<i>CP</i>	<i>Half-year</i>	<i>Workshops</i>
Location rent, equipment	1,500.00	LP	1	
Invitations (postage & printing)	900.00	LP	1	
Catering incl.employees	3,136.00	LP	1	borne by LP
1st day total	3,136.00			
lunch buffet p. participant	19.50			
coffee break p.participant	5.00			
dinner p. participant	borne by LP			
2nd Day (WS) total				borne by LP
lunch buffet p. participant				borne by LP
coffee breaks & drinks p. participant				borne by LP
dinner outside in restaurant p.p.				borne by LP
3rd Day (WS) total				borne by LP
coffee break p.participant				borne by LP
lunch buffet p. participant				borne by LP
Photographer (5 hours)	480.00	LP	1	
External Experts	1,870.00	LP	1	
Travel	600.00			
Accommodation	270.00			
Fees	1,000.00			
Conference kit	1,188.00	LP	1	
copies p.participant	5.00			
pen p. participant	1.00			
folder p. participant	2.00			
nameplates	0.50			
signposting	100.00			
Organisational support, e.g. - printing, sending invitations - mailing list - event website, registrations - information for invitees - secretariat	11,000.00	LP	1	
Translation German/English	2,000.00	LP	1	
Total costs to be shared	22,074.00		1	borne by LP
<i>Total cost p. paying partner</i>	<i>1,698.00</i>			
CP=Contracting Partner				

Annex IVC: Shared costs Component 2- Closing conference

Component 2 - Communication & dissemination

Costs of RENREN Closing conference & workshops

Nb. Of participants 130

Workshops 50

	Closing cost (EUR)	CP	Half-year	Costs Workshops (EUR)
Location rent (2 days)	3,900.00	LP	6	
conference hall	3,000.00			
technical equipment	900.00			
Invitations (postage & printing)	975.00	LP	6	
Catering	13,780.00	LP	6	8,050.00
1st day total				8,050.00
lunch buffet p. participant				50.00
coffee break p. participant				12.00
dinner p. participant				90.00
drinks				9.00
2nd day total	13,780.00			
snack/buffet p. Participant	35.00			
lunch buffet p. participant	50.00			
coffee breaks & drinks p. part.	21.00			
Others (adverts, etc.)	10,321.00			
Photographer	600.00	LP	6	
External Experts, speakers, etc.	4,500.00	LP	6	
Travel	700.00			
Accommodation	300.00			
Fees	500.00			
Conference Kit	2,100.00	LP	6	
copies p. participant	5.00			
pen p. participant	1.00			
others	8.00			
nameplates	0.50			
signposting	215.00			
Total costs to be shared	36,176.00			8,050.00
Total closing & WS to be shared	44,226.00			
<i>Total costs per paying partner</i>	<i>3,402.00</i>			

Annex IVC: Shared costs Component 2- Additional events

Component 2 - Communication & dissemination

Costs of RENREN 3 additional dissemination events

Nb. Of participants 70

Event 1 in Brussels	Total cost (EUR)	CP	Half-year
Location rent, equipment	2,000.00	P3 or P7	2
Catering	6,230.00	P3 or P7	2
Lunch or dinner (cost p.person)	80.00		
Coffee break (cost p.person)	9.00		
External Experts	2,000.00	P3 or P7	2
Conference kit	700.00	P3 or P7	2
copies p.participant	5.00		
pen p. participant	1.00		
folder p. participant	2.00		
nameplates	0.50		
signposting	105.00		
Marketing for the event	4,000.00	P3 or P7	2
Total costs 1st event (estimation)	14,930.00		
Event 2 in Brussels or elsewhere	Total cost	CP	Half-year
Location rent, equipment	1,300.00	P3 or P7	3
Catering	4,830.00	P3 or P7	3
Lunch or dinner (cost p.person)	60.00		
Coffee break (cost p.person)	9.00		
External Experts	2,000.00	P3 or P7	3
Conference kit	695.00	P3 or P7	3
copies p.participant	5.00		
pen p. participant	1.00		
folder p. participant	2.00		
nameplates	0.50		
signposting	100.00		
Translation	2,500.00	P3 or P7	3
Total cost 2nd event (estimation)	11,325.00		

Event 3 in Brussels or elsewhere	Total cost	CP	Half-year
Location rent, equipment	1,300.00	P3 or P7	5
Catering	3,850.00	P3 or P7	5
Lunch or dinner (cost p.person)	50.00		
Coffee break (cost p.person)	5.00		
External Experts	1,900.00	P3 or P7	5
Conference kit	695.00	P3 or P7	5
copies p.participant	5.00		
pen p. participant	1.00		
folder p. participant	2.00		
nameplates	0.50		
signposting	100.00		
Translation	2,500.00	P3 or P7	5
Total costs 3rd event to be shared	10,245.00		
Total costs additional events	36,500.00		
<i>Total costs p.paying partner</i>	<i>2,807.69</i>		

Annex IVC: Shared costs Component 2- Communication material

Component 2 - Communication & dissemination

	CP	Costs Half-year 1 (EUR)	Costs Half-year 2 (EUR)	Costs Half-year 3 (EUR)	Costs Half-year 4 (EUR)	Costs Half-year 5 (EUR)	Costs Half-year 6 (EUR)	Total Cost (EUR)
Corporate design & layout of printing materials	P3 or P7	1,500.00		1,500.00		1,000.00		4,000.00
Production of communication & dissemination material	P3 or P7	5,250.00		4,599.98		4,250.00		14,099.98
Production of project flyer								
Production of mid-term brochure		1,250.00		1,250.00		1,250.00		3,750.00
Production of final leaflet		3,000.00		3,000.00		3,000.00		9,000.00
Production of roll-ups, banners	LP	1,000.00		349.98				1,349.98
Website (including maintenance, content management and translation)	P3	4,000.00		1,000.00		1,000.00	1,000.00	7,000.00
Videoclip production to be shared	LP,P3		15,500.00					15,500.00
Equipment: USB-Sticks for dissemination of project outputs (presentations, documents)	P3,P7		5,500.00					5,500.00
Total cost communication material to be shared		10,750.00	21,000.00	7,099.98	0.00	6,250.00	1,000.00	46,099.98
<i>Total cost p.paying partner</i>		826.92	1,615.38	546.15	0.00	480.77	76.92	3,546.15

Annex IVC: Shared costs Component 3

Component 3 - Exchange of experiences & best practices

	Total Cost (EUR)	CP	Cost Half-year 1 (EUR)	Cost Half-year 2 (EUR)	Cost Half-year 3 (EUR)	Cost Half-year 4 (EUR)	Cost Half-year 5 (EUR)	Cost Half-year 6 (EUR)
External experts to be invited to workshops or dissemination events	20,500.00	LP, P3, others		2,500.00	2,500.00	2,500.00	2,500.00	5,500.00
Sophisticated comparative analysis of RES policy for all regions	54,000.00	LP or others		54,000.00				
Total cost component 3 to be shared	74,500.00			56,500.00	2,500.00	2,500.00	2,500.00	5,500.00
<i>Tota cost p.paying partner</i>	<i>5,730.77</i>			<i>4,346.15</i>	<i>192.31</i>	<i>192.31</i>	<i>192.31</i>	<i>423.08</i>