

Addendum no. 01
to the subsidy contract for the implementation of the project
#R041 GoSmart BSR
of Interreg Baltic Sea Region

between

Investitionsbank Schleswig-Holstein, Fleethörn 29-31, 24103 Kiel, Germany,

- acting as **Managing Authority** and Joint Secretariat of Interreg Baltic Sea Region, hereinafter referred to as **IB.SH** -

and

Politechnika Białostocka, Wiejska 45A, 15-351 Białystok, Poland

- hereinafter referred to as **lead partner (LP)**, meaning the lead beneficiary of the project as defined in Article 13 of Regulation (EU) No 1299/2013 of the European Parliament and of the Council.

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Article 1

Subject of the Addendum

Based on the selection decision by the Monitoring Committee of 24/05/2017, the contractual parties termed above concluded a subsidy contract for the implementation of the project #R041 GoSmart BSR of Interreg Baltic Sea Region on 01/11/2017 (hereinafter referred to as subsidy contract).

On 16/06/2020 (hereinafter referred to as date of approval) the IB.SH based on the decision of the Monitoring Committee of 9 April 2020 approved the following request for change in the project set-up by the LP: Prolongation of the project duration due to Covid-19.

This Addendum no. 1 to the subsidy contract is required to execute the aforementioned approval.

Article 2

Amendment of the subsidy contract

The contractual parties termed above hereby agree to amend by the contract which is attached to this Addendum no. 01 (hereinafter referred to as new subsidy contract). The new subsidy contract is based on a new version of the project data available in the electronic Monitoring System (hereinafter referred to as project data) and shall supersede the subsidy contract and any prior Addendum to it.

Article 3

Concluding provisions

This Addendum no. 01 shall enter into force on the date the last of its two parties, IB.SH or LP, signs. In case project activities are carried out in the phase after the date of approval (cf. Article 1 of this Addendum) but before the entry into force of this Addendum, the provisions of this Addendum shall already apply to this phase of project implementation.

If any provision in this Addendum to the subsidy contract should be wholly or partly ineffective, the parties to the Addendum undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

For the Investitionsbank Schleswig-Holstein (IB.SH):

Name **Thomas Weber**
Finances and Administration

Title

Signature and stamp

Rostock,

Place, date

Name **Ronald Lieske**
Programme Management

Title

Signature and stamp

Rostock,

Place, date

Th. Weber

R. Lieske

27-07-2020

27-07-2020

Interreg Baltic Sea Region
Managing Authority/Joint Secretariat
IB.SH - Investitionsbank Schleswig-Holstein
Grubenstrasse 20
18055 Rostock, Germany

For the lead partner (LP):

First Deputy Rector
Name

Title

Signature and stamp (if available)

Place, date

Prof. dr hab. inż. Andrzej Sikorski

15 LIP. 2020
Białystok

Name

Title

Signature and stamp (if available)

Place, date

Annex 1: New subsidy contract as referred to in Article 2 of this Addendum

POLITECHNIKA BIAŁOSTOCKA
ul. Wiejska 45 A
15-351 Białystok
tel. (85) 746-90-00, fax (85) 746-90-15

**Subsidy contract
for the implementation of the project
#R041 GoSmart BSR
of Interreg Baltic Sea Region**

between

Investitionsbank Schleswig-Holstein, Fleethörn 29-31, 24103 Kiel, Germany,

- acting as **Managing Authority** and Joint Secretariat of Interreg Baltic Sea Region, hereinafter referred to as **IB.SH** -

and

Politechnika Białostocka, Wiejska 45A, 15-351 Białystok, Poland

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Article 1 Contractual basis

The following body of rules and regulations constitute the contractual basis of this subsidy contract and the basis for implementation of the above named project:

- REGULATION (EU) No 1303/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006,
- REGULATION (EU) No 1301/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006,
- REGULATION (EU) No 1299/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal,
- REGULATION (EU, Euratom) No 966/2012 of the EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002,
- Implementing acts and delegated acts adopted in accordance with the aforementioned Regulations,
- The cooperation programme "Interreg Baltic Sea Region" (CCI 2014TC16M5TN001) – hereinafter referred to as **Programme**,
- The decision of the European Commission according to Article 29(4) of Regulation (EU) No 1303/2013 approving the Programme (Decision C(2014)10146 of 18 December 2014 amended by Decision C(2015)9118 of 9 December 2015),
- The Interreg Baltic Sea Region Programme Manual, hereinafter referred to as **Programme Manual**,
- The Agreement on the Management, Financial and Control Systems of Interreg Baltic Sea Region made between the countries participating in the Programme and the IB.SH,
- The Agreement on Management, Control and Audit concerning beneficiaries located outside the Programme area of the Interreg Baltic Sea Region Programme 2014-2020 (Agreement according to Article 20(2)(c) of Regulation (EU) No 1299/2013) made between the partner countries to the Programme and the IB.SH,

- COMMISSION REGULATION (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (de minimis Regulation),
- 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 (General Block Exemption Regulation),
- The Agreement between the European Commission, the Russian Federation and the Federal Republic of Germany on the financial contribution of the European Union and the Russian Federation both provided for the implementation of the Transnational Cooperation Programme "Interreg Baltic Sea Region 2014-2020" in the Russian Federation, hereinafter referred to as **Financing Agreement**.

Article 2

Award of co-financing

1. Based on the selection decision by the Monitoring Committee of 24/05/2017, an earmarked co-financing (approved grant) is awarded to the LP for the project #R041 GoSmart BSR from funds of Interreg Baltic Sea Region as follows:

Maximum amount of ERDF co-financing awarded	1,418,197.87
Amount of EU partners' contribution	341,569.63
Total ERDF budget	1,759,767.50
Maximum amount of Norwegian co-financing awarded	0.00
Amount of Norwegian partners' contribution	0.00
Total Norwegian budget	0.00
Maximum amount of ENI/Russian co-financing awarded	0.00
Amount of Russian partners' contribution	0.00
Total ENI/Russian budget	0.00
TOTAL project budget	1,759,767.50

The total project budget is understood as being the sum of the maximum amount of co-financing

awarded from the European Regional Development Fund (ERDF) and, if relevant, from Norwegian funds and/or, if relevant, from the financial contribution of the European Neighbourhood Instrument (ENI) and/or from the financial contribution of the Russian Federation and the total amount of eligible contribution, coming from the LP and the project partners.

2. The co-financing is awarded exclusively for the project as described by the latest version of the project data available in the electronic Monitoring System (hereinafter referred to as **project data**). These data derive from the original application selected by the Monitoring Committee, and comprise subsequent changes to the original project setup approved by the IB.SH. All aforementioned decisions on project selection and changes to the project setup including their enclosures form an integral part of this subsidy contract.
3. The actual ERDF co-financing and, if relevant, Norwegian co-financing and/or the financial contribution of the ENI/the Russian Federation (ENI/Russian co-financing) will be calculated on the basis of reported eligible expenditure only. The total amount to be paid by the IB.SH to the LP cannot exceed the maximum amounts of co-financing approved as defined in section 1 above.
4. Disbursement of the co-financing is subject to the condition that the European Commission and, if Norwegian partners are participating in the project, the Kingdom of Norway and, if the Russian Federation is contributing to the co-financing awarded to the project, the Russian Federation make the funds available to the extent described above.
If the European Commission and/or the Kingdom of Norway and/or the Russian Federation fail to make the funds available, the IB.SH is entitled to terminate this subsidy contract and any claim by the LP against the IB.SH for whatever reason is excluded.
5. ENI/Russian co-financing can be made available to the project only after the Financing Agreement entered into force.
6. EUR 0.00 of the maximum amount of ERDF and/or EUR 0.00 of the maximum amount of Norwegian co-financing awarded and/or EUR 0.00 of the maximum amount of ENI/Russian co-financing awarded (cf. Article 2(1) of this subsidy contract) – hereinafter referred to as **reserved co-financing** – can be made available to the project only after the release of the reserved co-financing is approved by the IB.SH. In line with the Programme Manual, the LP has to apply for inclusion of the reserved partners by the deadlines indicated in the reserved partner details in section 2.3 of the project data. In case the LP fails to apply by the specified deadlines, the reserved co-financing will be returned to the Programme budget.
7. Programme co-financing to project partners located outside the Programme area can be made available only if the IB.SH has obtained the signed Agreement on Management, Control and Audit of the Programme from the country where the project partner is located not later than 31/03/2018.

Article 3 Eligibility of expenditure

1. Expenditure which qualifies for co-financing from the Programme exclusively consists of eligible expenditure. Rules for eligibility of project expenditure qualifying for ERDF, Norwegian and ENI/Russian co-financing from the Programme are laid down in the Programme Manual. These rules were established on the basis of the body of rules and regulations referred to Article 1 of this subsidy contract, as well as decisions by the Monitoring Committee. The national rules of the country in which the expenditure is incurred shall apply only for matters not covered by aforementioned eligibility rules.
2. Only expenditure borne and paid by organisations listed as LP or project partner in the approved latest version of the project data is eligible for co-financing by the ERDF, Norwegian and ENI/Russian funds.
3. The following timeframe regarding implementation of the project and eligibility of expenditure has to be followed:

Eligibility of expenditure	Start date activities & payments	End date activities	End date payments
Implementation of project activities and achievement of outputs	25/05/2017	31/03/2021	30/06/2021
Implementation of administrative activities related to the project closure	25/05/2017	30/06/2021	30/06/2021

Article 4 Request for payments, reporting

1. The LP is entitled to request payments from the IB.SH by providing proof of progress in the implementation of project activities and the achievement of outputs and main outputs as described in the latest approved version of the project data. The LP shall present to the IB.SH validated progress reports exclusively through the electronic Monitoring System.
2. Progress reports must be confirmed by the LP, as well as validated by the first level controller of the LP before their submission to the IB.SH. The total amount declared in each progress report must be based on expenditure verified by the first level controllers of the project partners. Detailed rules are laid down in the Programme Manual.
3. The LP must observe detailed instructions for submission of the progress reports as laid down in the Programme Manual. The following dates of submission apply:

Progress report	Reporting period		Deadline for submission
	Start date	End date	
1	25/05/2017	31/03/2018	01/07/2018
2	01/04/2018	30/09/2018	01/01/2019
3	01/10/2018	31/03/2019	01/07/2019
4	01/04/2019	30/09/2019	01/01/2020
5	01/10/2019	31/03/2020	01/07/2020
6	01/04/2020	30/09/2020	01/01/2021
7	01/10/2020	31/03/2021	01/07/2021
Closure costs	01/04/2021	30/06/2021	included in the final progress report

Any request for postponement of a deadline for submission of a progress report must not be submitted by the LP later than the actual deadline for submission of the given progress report. The IB.SH decides on any request for postponement and may consider consequences for a delayed progress report.

4. Based on the fact that the European Commission pays the ERDF and ENI co-financing to the IB.SH only in accordance with the corresponding budget commitments and to avoid de-commitment, the LP must request payments according to the timeframe established above and at least to the extent defined below (cf. columns "Expected request of ERDF co-financing (EUR)" and "Expected request of ENI/Russian co-financing (EUR)"):

Progress report	Total costs EU partners (EUR)	Expected request of ERDF co-financing (EUR)	Total costs Russian partners (EUR)	Expected request of ENI/Russian co-financing (EUR)
1	325,022.12	261,935.56	0.00	0.00
2	321,422.12	259,034.31	0.00	0.00
3	404,452.02	325,948.17	0.00	0.00
4	246,981.27	199,042.38	0.00	0.00
5	288,455.02	232,466.10	0.00	0.00
6	173,434.95	139,771.35	0.00	0.00
7 (incl. closure costs)	0.00	0.00	0.00	0.00
Total:	1,759,767.50	1,418,197.87	0.00	0.00

The expected requests of ERDF co-financing are based on an indicative average ERDF co-financing rate of 80.59%. The expected requests of ENI/Russian co-financing are based on an indicative average ENI/Russian co-financing rate of 0.00%.

Payments not requested in time and in full as indicated in the above table may be lost. Moreover the maximum amount of ERDF or ENI/Russian co-financing approved might be reduced, if the amounts of

actual payment requests are less than the expected payment requests. Further details on financial planning and de-commitment are provided in the Programme Manual.

5. The IB.SH reserves the right not to accept – in part or in full – expenditure validated by first level controllers if – due to the results of its own 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 are not in line with the legal framework as set out in Article 1 of this subsidy contract. In such a case, the IB.SH will either reduce the requested payment, demand repayment of funds already paid out unduly or set them off against the next payment request submitted by the LP, if possible and in accordance with Article 132 of Regulation (EU) No 1303/2013.
6. After the progress reports have been presented in due time and the clarification of the progress reports is completed, co-financing will be disbursed by the IB.SH to an account indicated by the LP. Co-financing will be disbursed in Euro (EUR, €). Any exchange rate risk will be borne by the LP. In case the project budget is co-financed from several funds (ERDF, Norwegian funds, financial contribution of the ENI, financial contribution of the Russian Federation), disbursement per fund will be made in separate tranches.
7. Subject to fulfilment of the conditions laid down in Articles 2(4) and 2(5) of this subsidy contract, Russian project partners are entitled to receive advance payment of ENI/Russian co-financing after signature of this subsidy contract. The advance payment will be transferred to the LP on the account indicated in the electronic Monitoring System. In accordance with the procedure described in the Programme Manual, the advance payment will be calculated and offset against regular payments of ENI/Russian co-financing made by the IB.SH on the basis of reported eligible expenditure.
8. In the application, the LP has requested programme co-financing for reimbursement of preparation costs amounting to EUR 15,000.00. After signature of the subsidy contract the amount will be automatically transferred to the LP on the account indicated in the application.

Article 5

Obligations of the Lead Partner, project partnership

1. The LP undertakes to comply with the body of rules and regulations referred to in Article 1 of this subsidy contract (including any amendments made to these rules and regulations) as well as relevant national regulations and all other rules applicable to the LP.
2. The LP shall assume all responsibilities laid down in the Programme Manual, in particular the main responsibilities of the LP and the responsibilities after the project closure.
3. The LP guarantees that it is entitled to represent the project partners participating in the project. The LP is liable for infringements of obligations under this subsidy contract by the project partners in the

same way as for its own conduct. Consequently, if the IB.SH demands repayment of an amount already paid to the LP from the co-financing awarded, the LP is liable towards the IB.SH for the total amount (cf. Article 8 section 2 of this subsidy contract laying down the provisions for repayment and recovery of funds).

4. The LP shall lay down the arrangements for its relations with the project partners in a partnership agreement. The partnership agreement shall comprise, inter alia, provisions guaranteeing the sound financial management (as defined by Article 30 (1) and (2) of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council) of the funds awarded to the project, including the arrangements for recovering amounts unduly paid.
5. The LP undertakes to inform the IB.SH 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 terminate this subsidy contract, to discontinue payments or to demand repayment of the co-financing in full or in part (cf. Article 8 of this subsidy contract).
6. The LP takes the responsibility of providing the IB.SH with any information required and requested in terms of the project without delay.

Article 6

Electronic exchange of information between the IB.SH and the LP

1. The exchange of documents and data between the IB.SH and the LP shall be done via the electronic Monitoring System only. The exchange shall include reporting on progress, payment claims and exchange of information related to monitoring and first level control.
2. For submission of the application the LP has received a user name and password for authentication in the electronic Monitoring System.
3. User accounts are created for natural persons only. The registered users are not allowed to hand over the login information (user name and password) of their user accounts to any other person or organisation.

Article 7

Publicity, use of project outputs and results

1. The LP undertakes to inform the public about the assistance obtained from the Programme and ensures

that the project partners comply with this provision as well.

2. Any notice, publication or marketing product by the project, including those provided at events, must specify that the project was co-financed from funds of the Programme, in compliance with the requirements set in Commission Implementing Regulation (EU) No 821/2014 (in particular Articles 3 to 5 thereof), Regulation (EU) No 1303/2013 of the European Parliament and of the Council (in particular Annex XII, section 2.2 thereof) as well as in the Programme Manual.
3. The IB.SH shall be authorised to publish, in whatever form and on or by whatever medium, including the Internet, (parts of) the following information:
 - a) the name and a summary description of the project,
 - b) the name and addresses of the LP's and the project partners' organisations,
 - c) the address(es) of the project website(s) and/or other information how the project can be contacted,
 - d) the purpose of the co-financing,
 - e) the co-financing awarded and paid from the Programme,
 - f) the start and end date of the project,
 - g) the activity reports including the final activity report,
 - h) whether and how the project has previously been publicised.
4. Upon request of the IB.SH, the LP shall contribute to the communication activities of the Programme. Among others, the LP undertakes to send at least one copy of any publication and marketing product produced by the project to the IB.SH. The LP furthermore authorises the IB.SH to use this material to showcase how the co-financing is used.
5. The LP takes full responsibility for the content of any piece of information, publication, audiovisual material and marketing product provided to the IB.SH which has been developed by the LP, any of the project partners or third parties on behalf of the LP or the project partners. The LP is liable in case a third party claims compensation for damages (e.g. because of an infringement of a copyright). The LP will indemnify the IB.SH in case the IB.SH suffers any damage because of the content of the said material.
6. The LP shall ensure that the project's website, if part-financed by the Programme, is maintained for at least five years after the end date of payments of administrative activities related to the project closure as laid down in Article 3(3) of this subsidy contract.
7. The LP shall ensure that any contract related to studies co-financed by the ENI and/or by the Russian Federation includes the right for the Russian Federation and the European Commission to use the study, to publish it or to disclose it to third parties.

Article 8

Right to terminate the subsidy contract, to suspend payments and to demand repayment

1. In addition to the right of termination laid down in Article 2(4) of this subsidy contract, the IB.SH is entitled, in whole or in part, to terminate this subsidy contract and/or to demand repayment of amounts already paid to the LP from the co-financing, in full or in part, if:
 - a) the LP or project partners have obtained the co-financing through false or incomplete statements or provide reports that do not reflect reality; or
 - b) a precondition for the approval of the project (e.g. eligibility of project partners, composition of the partnership) is lost; or
 - c) the project has not been or cannot be fully implemented, or it has not been or cannot be implemented in due time; or it did not achieve main outputs of a quality that is in line with the quality of main outputs described in the project data; or
 - d) the LP has failed to submit required reports or proofs, or to supply necessary information, provided that the LP has received at least one written reminder setting a deadline and specifying the legal consequences of a failure to comply with requirements, and has failed to meet this deadline; or
 - e) the LP has failed to immediately report events delaying or preventing the implementation of the project, or any circumstances leading to its modification; or
 - f) the LP or project partners have impeded or prevented controls, audits or evaluations; or
 - g) the co-financing awarded has been partially or entirely misapplied for purposes other than those stipulated by this subsidy contract and documents that constitute an integral part of the contract (cf. Article 2(2) of this subsidy contract); or
 - h) the LP or project partners are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended their business activities, are the subject of proceedings concerning those matters or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations; or
 - i) the LP or a project partner is in difficulty within the meaning of point 24 (in conjunction with point 20) of the Guidelines on State aid for rescuing and restructuring non-financial undertakings in difficulty (OJ C 249, 31.7.2014, p. 1); or
 - j) the LP or project partners have been convicted of an offence concerning professional conduct by a judgement which has the force of res judicata or are guilty of grave professional misconduct

proven by any justified means; or

- k) the LP or project partners engage in any act of fraud or corruption or are involved in a criminal organisation or any other illegal activity detrimental to the European Union's financial interests; or
 - l) the LP or project partners have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established; or
 - m) without prejudice to Article 10(2) of this subsidy contract, the LP or project partners wholly or partly sell, lease or let the project to a third party; or
 - n) the ownership of project outputs having the character of investments did not remain with the LP and/or project partners within 5 years as specified in Article 71 of Regulation (EU) No 1303/2013 and the Programme Manual; or
 - o) the LP or project partners made it impossible to verify that a progress report is correct and thus the eligibility of the project for co-financing from the Programme; or
 - p) the LP or project partners have failed to fulfil any other condition or requirement stipulated in this subsidy contract and/or the provisions it is based on (cf. Article 1 of this subsidy contract), notably if this condition or requirement is meant to guarantee the successful implementation of the Programme and the achievement of its objectives.
2. If the IB.SH demands repayment according to section 1, the LP is obliged to transfer the repayment amount to the IB.SH. The repayment amount is due within one calendar month following the date of the letter by which the IB.SH asserts the repayment claim; the due date will be stated explicitly in the order for recovery. Any delay in effecting repayment shall give rise to interest on account of late payment, starting on the due date and ending on the value day of actual repayment. In accordance with Regulation (EU) No 1303/2013 of the European Parliament and of the Council, Article 147(2), the rate of such interest shall be one-and-a-half percentage points above the rate applied by the European Central Bank in its main refinancing operations on the first working day of the month in which the due date falls.
3. If the IB.SH demands repayment, offsetting by the LP is excluded unless the claim of the LP against the IB.SH is undisputed or recognised by judgment.
4. If any of the circumstances indicated in section 1 occurs before the full amount of the co-financing as awarded in Article 2(1) of this subsidy contract has been paid to the LP, payments may be suspended by the IB.SH and there shall be no claims of the LP and the project partners to payment of the remaining amount. The IB.SH is also entitled to offset a repayment amount according to section 2 against a payment request referred to in Article 4 of this subsidy contract.

5. Any further legal claims shall remain unaffected by the above provisions.
6. Moreover, the right of the LP to terminate this subsidy contract by extraordinary notice of termination shall remain unaffected. In particular, the LP shall be entitled to terminate this subsidy contract in case it has become definitely impossible for the LP to implement the project and to fulfil its obligations stipulated in this subsidy contract due to legal reasons or factual reasons the LP has no impact on (force majeure). Before exercising its right to terminate the subsidy contract, the LP shall carefully examine with the IB.SH any possibilities to assign its duties under this subsidy contract to a project partner or to any third party (cf. Article 10(2) of this subsidy contract).

Article 9 **Audit rights, evaluation**

1. The responsible auditing bodies of the EU and, within their responsibility, the auditing bodies of the participating EU Member States, the Kingdom of Norway and the Russian Federation 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 co-financing by the LP and by the project partners or to arrange for such an audit to be carried out by authorised persons.
2. The LP will produce all documents required for the audit, provide necessary information and give access to its business premises. In line with the requirements of the Programme Manual, the LP is obliged to retain for audit purposes all files, documents and data about the project, in particular the subsidy contract and partnership agreement, as well as all reports and supporting documents regarding expenditure co-financed by the Programme. The retention periods depend on the type of Programme co-financing awarded and are laid down in the Programme Manual. Other possibly longer statutory retention periods as might be stated by national law remain unaffected.
3. The documents referred to in section 2 shall be kept either in the form of the originals, or certified true copies of the originals, or on commonly accepted data carriers including electronic versions of original documents or documents existing in electronic version only. Details are defined in the Programme Manual.
4. The LP undertakes to provide the institutions and persons carrying out the evaluations of the Programme according to Articles 54 to 57 of Regulation (EU) No 1303/2013 of the European Parliament and of the Council with any document or information necessary to assist the evaluations. Moreover the LP grants them access rights to its business premises as mentioned in section 2 above.
5. The LP shall ensure that both the LP and all of its project partners fulfil the duties stipulated above.

6. In case this subsidy contract is terminated, the rights and duties stipulated in this Article shall however persist.

Article 10 Assignment

1. The IB.SH is entitled at any time to assign its rights under this subsidy contract to a third party. In case of assignment the IB.SH will inform the LP without delay.
2. The LP is allowed to assign its duties and rights under this subsidy contract to a third party only after prior written consent of the IB.SH.

Article 11 Liability

1. The IB.SH cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the LP or the project partners while the project is being carried out or as a consequence of the project. The IB.SH cannot therefore accept any claim for compensation or increases in payment in connection with such damage or injury.
2. The LP shall discharge the IB.SH of all liability arising from any claim or action brought as a result of an infringement by the LP or the LP's employees or individuals for whom those employees are responsible of rules and regulations, or as a result of violation of a third party's right.

Article 12 Applicable law and dispute settlement

1. Without prejudice to the applicable European law, this subsidy contract shall be governed by German law.
2. The IB.SH and the LP shall do everything possible to settle amicably any dispute arising between them during implementation of this subsidy contract. To that end, they shall communicate their positions and any solution that they consider possible in writing, and meet each other at either's request. A party must reply to a request for an amicable settlement within 30 days. Once this period has expired, or if the attempt to reach amicable settlement has not produced any result within 120 days of the first request, each party may notify the other that it considers the procedure to have failed.

3. In the event of failure to reach an amicable agreement, the dispute may by common agreement of the parties be submitted for conciliation of the Monitoring Committee or a task force of that Committee. If no settlement is reached within 120 days of the opening of the conciliation procedure, each party may notify the other that it considers the procedure to have failed.
4. In the event of failure of the above procedures, each party may submit the dispute to the courts. The place of jurisdiction is Kiel, Germany.

Article 13 Concluding provisions

1. This subsidy contract shall enter into force on the date the last of its two parties, IB.SH or LP, signs. In case project activities are carried out in the phase after the day of the selection decision by the Monitoring Committee (cf. Article 2(1) of this subsidy contract) but before the entry into force of this subsidy contract as defined above, the provisions of this subsidy contract shall already apply to this phase of project implementation.
2. Except for a court procedure (cf. Article 12(4) of this subsidy contract), any communication relating to this subsidy contract must be in the English language, state the number and the acronym of the project and be sent to the following address:

Interreg Baltic Sea Region
Managing Authority/Joint Secretariat
Investitionsbank Schleswig-Holstein
Grubenstraße 20
18055 Rostock
Germany

3. If any provision in this subsidy contract should be wholly or partly ineffective, the parties to the subsidy contract undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.
4. Amendments and supplements to this subsidy contract must be set out in writing in an addendum. Changes of contact data and bank information may simply be notified in written.
5. Two executed copies of this subsidy contract shall be signed both by the IB.SH and the LP. Each party shall keep one copy. The same rule shall apply to any amendments or supplements to this subsidy contract that may be made.

