
IRISH SEA REGION STRATEGIC INITIATIVE

BUSINESS PLAN

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Executive Summary

IRISH SEA REGION STRATEGIC INITIATIVE

Concept for a project funded by the EU Interreg IVB Programme

The Irish Sea Region project seeks to foster and sustain territorial transnational co-operation between the regions and sectors of the two EU member states and the Isle of Man. One of the ways to achieve this is to establish a range of activities and initiatives that will engage and nourish collaborative relationships. This “kick-start” approach will enable the Irish Sea Region proposal to flourish and evolve into more extensive long-term strategies and programmes that will bring about sustained integrated territorial development for the future.

This process has already begun and from the discussions which have taken place four specific strands have been identified as ideal vehicles to set in this motion. These will be underpinned by an overarching “Platform” project which will undertake the management and co-ordination of all of the activities and initiatives that are being planned. The strands are:

Platform

The management and co-ordination of these strands will be undertaken by a steering committee appointed by the partnership and this element of the project will be the most complex and intensive. It will include promotion and publicity of the entire project, as well as its co-ordination.

The Irish Sea Platform provides the opportunity for all regions and sectors in and surrounding the Irish Sea, including the Isle of Man, to work together to provide opportunities to, not only develop new projects, but also to be aware of developments in other sectors which may have a wide impact. It will also help to resolve areas of conflict and provide the opportunity for a clearer understanding of the issues and difficulties each sector faces, operating in the Irish Sea.

This can be achieved through the proposed Interreg IVB Platform and the activities of its four strands.

1 City-regions Co-operation

Which will address common issues, identify common solutions and develop economic and cultural linkages has been established between the participants.

2 Transport/trade logistics

There is a long history of trade between ports in the Irish Sea and strong competition exists between them. However, it is important that these links are placed within the wider context of EU transport/economic development “corridors”.

3 Future challenges in coastal and marine management

A cross-cutting process which identifies and addresses the challenges of conflicting uses of the region's resources and seeks to maximise the opportunities provided by joint-working through co-operation.

4 Marine Spatial Planning

By adopting an eco-system approach the project will assist national governments and stakeholders to deliver an integrated and co-ordinated strategic approach to the planning and decision making of issues affecting the Irish Sea Region.

Interreg IVB

This is an ideal route to take if the significant outcomes of this extensive high-level project are to be achieved. The Programme provides up to 50% matched funding support to transnational cooperation projects that seek to improve territorial development and cohesion in the North West Europe area.

In the context of North West Europe, transnational cooperation means approaching common themes through joint projects which look beyond local issues and seek to achieve sustainable territorial development together, through meeting people, exchanging experiences, sharing knowledge, developing a new culture, and achieving better results together rather than alone.

Application for Interreg IVB funding is a rigorous and technical process which rightly expects high standards. This calls for a strong partnership willing to give full support and commitment for at least three years.

The anticipated cost of the entire project at this early stage is €10,000,000 over a minimum of 3 years. Half of this will be met by the Interreg IVB funding if the project receives approval.

Introduction to the Project

The Irish Sea Region project (I.S.R.S.I.) to maximise the sustainable use of the Irish Sea resources, build a knowledge and innovation base for its maritime policy and deliver the highest quality of life in its coastal regions.

I.S.R.S.I. will fulfil this aim by launching and promoting a shared collective identity- The Irish Sea Region through a series of actions that will foster and sustain territorial transnational co-operation between the regions and sectors of its constituent countries: - the two EU member states and the Isle of Man.

One of the ways to achieve this is to establish a range of activities and initiatives that will engage and nourish collaborative relationships. This “kick-start” approach will enable I.S.R.S.I. to flourish and evolve into more extensive long-term strategies and programmes that will bring about sustained integrated territorial development for the future beyond the life of the project.

With the enlargement of the European Union, the island of Ireland, the Isle of Man and the west coast of the United Kingdom now lie on the periphery of Europe. The Irish Sea is the most important link which connects these three regions and provides a conduit between them and mainland Europe. In effect this maritime area is a member state border zone, possessing characteristics unique within the EU and which are also very different from those of a land border.

The context for transnational co-operation centres on the vast range of strategic interests operating in and around the Irish Sea and the daunting task of agreeing and establishing guidelines and policies that will effectively combine to protect the natural environment yet increase scope for economic development for the Irish Sea Region.

Only through co-operation can such a programme of development can be achieved by bringing together cities, universities, marine and environmental professionals, transport, fishing, energy, business and public administrations to create and manage the implementation of a coherent development strategy for the Irish Sea region.

Project Objectives – Action and outputs

Overarching Platform - management and co-ordination

Action

1. A well managed project reaching its objectives in time and in budget
2. Launching, promoting and sustaining a shared collective for the Irish Sea Region

Outputs

1. Steering Committee meetings
2. Monitoring Board meetings
3. Financial handbook for the partners
4. Partnership agreement
5. Operational management system
6. Progress reports
7. A strong branded identity for the Irish Sea Region
8. Create and maintain an Irish Sea Region web portal

Strand 1 City-regions Co-operation

Action

Develop Creativity and Competitiveness

Outputs

1. Innovative approach to benchmark cities performance
2. SWOT Analysis
3. Launch skills upgrading programme
4. Overcome deficit in students choosing science and technology
5. Improve Ireland's competitiveness

Strand 2 Transport/trade logistics

Actions

1. Make recommendations to improve rail access to Irish Ports
2. Develop freight and passenger links.
3. Manage competition between ports.

Outputs

1. Irish Sea recognised as a trading area of global status
2. Integrated transport strategy/framework for the Irish Sea region
3. Baseline study – statistically driven
4. Private sector buy-in, investment
5. Public sector buy-in, interventions

Strand 3 Future challenges in coastal and marine management

Actions

1. Develop an integrated policy for co-operation and sustainability in the Irish Sea Region
2. Achieve a stronger shared Irish Sea Region identity
3. Develop cross border cultural themes

Outputs

1. Create and maintain an Irish Sea Region I.C.Z.M. website
2. Compile environmental data
3. Host an international event
4. Enhance sections of coastal path with circular walks inland to sites of interest
5. Organise a major travelling expedition
6. Maximising fishing/boating tourism
7. Research and publish climate change scenarios and implications for the Irish Sea Region.

Strand 4 Marine Spatial Planning

Actions

1. Promote sustainable use of the Irish Sea Region by adopting an eco-system approach.
2. Helping national governments deliver integrated and co-ordinated planning and decision making.
3. Understand how spatial planning pnc and tools can be applied to secure sustainable development in Irish Sea Region
4. Develop tools for participation
5. Develop shared understanding of regional sea resources, uses, processes and needs which can inform coherent and co-ordinated national frameworks and delivery.

Outputs

1. Produce Evaluation and testing process
2. Inform National and International (e.g. EU and OSPAR) marine policy
3. Toolkit for participation

The Partnership

The Lead Partner role will be taken by Dublin Regional Authority and the following have indicated interest as potential partners in the project

NORTH WEST REGION UK

Association of Sea Fisheries Committees
 Defra
 English Heritage
 Environment Agency (N.West)
 Halton BC
 Lancaster University
 Liverpool City Council
 Mersey Maritime
 Natural England
 N.W. Coastal Forum
 NWDA
 NWE National Contact Point
 NWRA
 Proudman
 Sefton MBC
 Stockport MBC

IRELAND

Border, Midland and West Regional Assembly
 Dublin Port Company
 Dublin Regional Authority
 Border Regional Authority Irish Brussels Office
 Irish Maritime Development Office
 Marine Institute, Dublin
 Mid-East regional authority
 South East Regional Assembly
 South East Regional Authority
 University College, Dublin

ISLE OF MAN

Chief Secretary's Office Isle of Man
 Dept Agriculture & Fisheries - Isle of man
 DFPNI
 Harbours Dept. Transport
 Peel Ports

NORTHERN IRELAND

Belfast City Council
 N/S Programme and Policy Unit
 Northern Ireland Finance

SCOTLAND

Scotland Brussels Office
 Scottish Enterprise Dumfries & Galloway
 Solway Heritage
 South Scotland European Partners
 University of Paisley

WALES

Countryside for Wales
 Welsh Assembly
 Welsh European Funding Office

Budget

The project application will be submitted to the Joint Technical Secretariat of the North West Europe Interreg IVB Programme for approval. That application will include a detailed budget which will be prepared once the partners have agreed the project content in detail.

The estimated cost has been set initially at €10 million of which almost €5 million will be met by the Interreg IVB funding programme. EU member states can claim 50% of eligible costs and non-member states (in this case, Isle of Man) 10%.

The partners will be expected to find the remaining €5 million by cash payments and “in kind” contributions such as staff costs. See Appendix 1 for details of budget lines.

The project will not receive approval unless each partner signs a “Letter of Support” (see Appendix 2), and all of the partners have settled and signed a “Partnership Agreement” (see Draft Agreement, Appendix 3)

Appendix 1

LETTER OF SUPPORT

This is a template which must be completed by each partner, printed on each partner's headed paper and returned to the Secretariat with the Application Form.

Letter of Support

Project Title:

In the event of the approval of the above mentioned project applying for assistance from the INTERREG IVB NWE Programme, we hereby certify that

.....,
(Name of partner institution/organisation)

listed as project partner number in the Application Form, intends to participate in the partnership and to contribute matching funding to the project budget.

The match funding to the project budget will amount to €..... .
 (This information is optional.)

We confirm that in the event of approval any project expenditure related to the above mentioned project will not be funded by any other EU Programme.

.....
 Signature

.....
 Date

.....
 Printed name of signatory

.....
 Position/Title within Partner Organisation

.....
 Partner's Official Stamp

Appendix 2

DRAFT PARTNERSHIP AGREEMENT

This is a model agreement. It must be negotiated between partners and tailored to the project partnership's individual needs.

Agreement for Project Partners Concerning the Partnership

FOR THE IMPLEMENTATION OF THE [Project name] PROJECT
Within the framework of the INTERREG IVB NWE Programme

Between the following partners:

LEAD PARTNER

1. [Name & Address]
Represented by:

Amount of match funding : €xxx

PROJECT PARTNERS

2. [Name & Address]
Represented by:

Amount of match funding : €xxx

3. [Name & Address]
Represented by:

Amount of match funding : €xxx

4. [Name & Address]
Represented by:

Amount of match funding : €xxx

Article 1: Project Objectives

The project *[title]* conducted based on the INTERREG IVB NWE Programme shall contribute to the objectives set out in the Operational Programme. These objectives are, in summary, to *[main objectives to be specified]*.

Article 2: Subject of the Partnership Agreement

By the present Partnership Agreement, the Lead Partner and the project partners shall define the rules of procedure for the work to be carried out and the relations that shall govern them within the transnational partnership set up in order to complete the aforementioned project.

The terms of reference of the project are indicated in the annexes. The annexes comprise:

- The Subsidy Contract signed by the Joint Technical Secretariat on behalf of the Managing Authority and co-signed by the Lead Partner dated [date]

- The Implementation Plan of the project with its time schedule and detailed budget included in the finalised Application Form as received by the NWE Secretariat on [date]

All annexes are an integral part of this Partnership Agreement.

Article 3: Duration of the Agreement

3.1 This Partnership Agreement shall take effect on the date on which it is signed by all partners. It shall remain in force until the Lead Partner has discharged in full its obligations toward the Managing Authority.

3.2 Should the date on which the Project actually starts precede the date the NWE Programme Steering Committee (PSC) has taken into account for eligible expenses, the expenses incurred by the partners prior to that date shall be deemed non-eligible.

Upon approval by the NWE Programme of the final Activity Report and Payment Claim, the agreement shall terminate on the date each of the Project Partners collects their quota of the last transfer for the settlement of the NWE Programme grant.

3.3 The period in which the Project must be concluded may be altered with express written permission from the NWE Programme. Modifications apply to all Project Partners.

3.4 Following the termination of the agreement, all Project Partners are obliged to comply with the obligations concerning the keeping and filing of documents.

3.5 This agreement is entered into for the duration stipulated in article xx and cannot be extended without express written permission from the Programme.

Article 4: Lead Partner

4.1 The Lead Partner is responsible for the overall coordination, management and implementation of the project.

The Lead Partner shall be the beneficiary of the ERDF grant and shall manage the funds in accordance with the details of this Partnership Agreement. The Lead Partner assumes sole responsibility for the entire project vis-à-vis the Managing Authority.

4.2 The Lead Partner shall appoint a Project Manager who has operational responsibility for the implementation of the overall project and a Finance Manager.

4.3 The Lead Partner will ensure timely commencement of the project and implementation of the entire project within the time schedule in compliance with all obligations to the Managing Authority. The Lead Partner shall notify the NWE Secretariat of any factors that may adversely affect implementation of the project activities and/or financial plan.

4.4 Reception of payments from the NWE Programme and the management of EU funds, in particular their timely onward transfer to the project partners, review of the appropriate spending of the EU funds by the project partners, and consolidation of the project-related individual accounting records of the project partners and preparation of all required documents and records for the final audit (with assistance of the project partners).

4.5 Preparation of a work plan setting out the tasks to be undertaken as part of the project and the role of project partners in their implementation, and a project budget

4.6 Preparation and submission of periodic progress reports, interim reports, final reports, follow-up budget documentation, financial declarations, requests for payment, financial reports and application for budget or contract clause alterations.

4.7 Any other tasks agreed with the project partners.

Article 5: Project Partners

5.1 Project Partners are the organisations responsible for carrying out specific project activities in the manner and scope as indicated in the approved application form.

5.2 More specifically, the Project Partners will be responsible for: 1) Carrying out the specific activities set out in the project work plan or otherwise agreed; 2) Providing all information and data to the Lead Partner that is required by the latter to coordinate and monitor the implementation of the project and for reporting purposes; 3) Submitting confirmations by independent chartered accountants (or equivalent) on the eligibility of their expenditure. 4) Notifying the Lead Partner of any factors that may adversely affect implementation of the project in accordance with the work plan.

5.3 Project Partners agree to take all necessary steps enabling the Lead Partner to comply with its responsibilities as set out in the Subsidy Contract.

Article 6: Specific Activities

6.1 The main tasks of *[name of the Lead Partner]*, referred to as the 'Lead Partner', are summarised as follows:

- 1) appoint a project manager who will accept the operational responsibility for the implementation of the overall project and a financial manager;
- 2) define a communication plan to promote the Programme at local level approved by the NWE Secretariat in relation with other Project Partners
- 3) carry out the Project according to the action plan approved by the Programme Steering Committee
- 4) implement the entire Project within the time schedule stated in the approved action plan and fulfil the obligations arising from the approval of the NWE Programme grant including the Programme audit requirements
- 5) implement the information and publicity measures as set out in the approved communication plan
- 6) receive the NWE Programme grant and transfer it to the other partners
- 7) manage and verify appropriate spending of the NWE Programme grant
- 8) ensure correctness of the Project's accounting and produce all documents required for the final audit
- 9) establish the division of mutual responsibilities within the partnership
- 10) edit and transfer periodic progress reports, intermediate activity reports, final reports, follow-up budgetary documents, payment claims, financial reports and applications for budgetary or term amendments to the Programme Secretariat.

6.2 The main tasks of The Project Partners are summarised as follows:

- 1) accept the rules and the obligations set forth in the Subsidy Contract and in the annexes and see to compliance for his part of the project;
- 2) accept the project's budget and pledge to release their part of the co-funding;
- 3) agree on a common response in the event of deficiency on the part of one of the Project Partners and undertake to rapidly find a valid solution or substitution that is acceptable to the NWE Programme Steering Committee (NWE PSC);
- 4) commit to keeping separate accounts and to providing the required data to prepare activity reports and financial reports;
- 5) be held responsible for their regional budget (including the recouping of funds by the NWE PSC in case of bankruptcy) for the entire amount of their in the programme;
- 6) pledge to implement the Communication and Publicity measures he has set out in the Communication Plan submitted with the project application;
- 7) commit to participating in the evaluation and the dissemination of project results in accordance with the NWE PSC's requirements.

6.3 The main tasks of the Project Partners and the Lead Partner (in their function as Project Partner), are summarised as follows:

- 1) appoint a regional co-ordinator for the portion of the Project for which they are responsible and give the Lead Partner a guarantee that they are entitled to represent the project partners participating in the Project
- 2) implement the portion of the Project for which they are responsible and fulfil the obligations arising from the approval of the NWE Programme grant
- 3) draft activity, budgetary and financial reports that are to be submitted to the Lead Partner
- 4) immediately notify the Lead Partner of any events that could lead to a temporary or permanent discontinuation or any other deviation of the Project

- 5) organise commitment of user groups in their region, their participation in the regional project and pilot projects and their co-operation in the dissemination of the Project results
- 6) provide the necessary information and give access to their business premises to the responsible auditing bodies implementing the Programme audit requirements, in particular Regulation 1083/2006 of 11 July 2006, article 90
- 7) appoint members of the Regional Monitoring Groups
- 8) take part in the International Monitoring Board.

Article 7: Organisational Structure of the Partnership

7.1 For the successful management of the partnership and completion of the programme, a 'Project Steering Committee' will be set up. The International Monitoring Board will be responsible for monitoring the implementation of the project. The International Monitoring Board will be chaired by the Lead Partner and will report to the NWE Secretariat. Its members shall include the Lead Partner, Project Partners, subpartners and any other organisations or individuals deemed appropriate by the Lead Partner. The International Monitoring Board shall meet on a *[define frequency]* basis. The NWE Secretariat Authority shall also be invited to attend meetings.

7.2 The International Monitoring Board will have the authority to delegate specific tasks or responsibilities to such sub-committees as it shall deem appropriate to establish. These tasks may include responsibility for financial control, the monitoring of project activities and evaluation of the outcomes, and such other tasks as considered appropriate by the International Monitoring Board. *[Specify the detailed composition of the International Monitoring Board and any sub-committees, their role and assignments, and the decision making process].*

Article 8: Cooperation with third parties

8.1 In case of cooperation with third parties, including subcontractors, delegation of part of the activities or of outsourcing, the project partner concerned shall remain solely responsible to the Lead Partner concerning compliance with its obligations as set out in this Partnership Agreement. The Lead Partner shall be informed by the project partner about the subject and party of any contract concluded with a third party.

8.2 No project partner shall have the right to transfer its rights and obligations under this Partnership Agreement without the prior consent of the other project participants and the responsible programme implementing bodies.

8.3 Cooperation with third parties including subcontractors shall be undertaken in accordance with the procedures set out in EU public procurement directives.

8.4 Partners can, should they deem it necessary, notify their sub-partners of this agreement.

Article 9: Project Budget and Eligible Expenditure

9.1 The Lead Partner is responsible for preparing a project budget setting out an estimate of eligible expenditure and funding (ERDF and partner contributions by way of match funding or co-financing). The budget shall be denominated in euro.

9.2 The eligibility of expenditure will be determined based on Commission Regulations and national laws. Eligible expenditure must be: 1) directly related to the subject matter of the project and mentioned therein; 2) necessary for the implementation of the project as long as it is reasonable and consistent with the principles of operational efficiency and economy; 3) actually incurred and are identifiable and verifiable in the accounting and taxation records of the project partner;

9.3 Eligible expenditure may include the salaries plus social security charges and other remuneration-related costs of staff assigned to the project, travel and subsistence costs for staff involved in the project's implementation, depreciation costs for equipment (new or used, costs of consumables and supplies, expenditure on subcontracting, and costs deriving directly from the requirements of the Subsidy Contract (e.g. evaluation activities, dissemination of information).

9.4 The ERDF financial contributions shall be paid into the account of the Lead Partner who shall be responsible for the administrative and financial management of the funds and for distributing the funds between

the project partners in accordance with their certified expenditure incurred for project actions effectively carried out.

9.5 The Lead Partner shall quantify common managements cost and project partners agree that these shall be met by the partnership as a whole. *[Provisional annual budgets for each of the partners and for each activity to be attached together with a global provisional budget for the whole project, specifying the ERDF funding rate to be appended to the Partnership Agreement].*

Article 10: Monitoring, Evaluation and Reporting

10.1 The Lead Partner has overall responsibility for monitoring the actions undertaken by the project partners on an ongoing basis. Monitoring, evaluation and reporting requirements should be appropriate given the nature and scale of the project and shall be decided by the Lead Partner in consultation with the NWE Secretariat.

10.2 The Lead Partner is responsible for submitting interim reports to the NWE Secretariat throughout the lifetime of the project as indicated in section xxx of the Subsidy Contract) and by the official end date of the project in order for final payment to be received. These reports should provide details of the activities undertaken as part of the project, the progress/outcomes achieved against targets, expenditure incurred, an explanation for any variances against the work plan's targets for physical outputs and budget, and proposed corrective actions, and any other information deemed relevant.

10.3 Each project partner is obliged to supply the Lead Partner with all information that the latter deems necessary for the preparation of reports of any kind to the Programme Steering Committee or the NWE Secretariat, payment requests and other specific documentation, as are requested by the Steering Committee or the NWE Secretariat.

10.4 The Lead Partner shall inform all project partners on a regular basis of all relevant communication between the Lead Partner and the Managing Authority, the NWE Programme Secretariat and the NWE PSC.

Article 11: Financial Control and Audits

11.1 All Project Partners are obliged to retain the documents required for the verification of the implementation of the Project and eligible expenses and to make them available to the NWE PSC or persons or bodies appointed by the NWE PSC to that effect.

11.2 The Lead Partner as well as all Project Partners, individually, must keep and file all accounting documents and other documents for a period of three years as from the date of the last transfer concerning the NWE Programme grant (at least until 2018.)

11.3 The national rules concerning the verification or the retaining of documents, from which the partners may never deviate, shall remain applicable if they set forth stricter obligations.

The Project Partners shall refer to the budget approved by the NWE PSC, as well as to the detailed budget in order to determine the actual implementation of the eligible expenses.

Article 12 : Accounting Principles

12.1 All Project Partners commit to keeping separate accounts in accordance with the rules prescribed by the NWE PSC and in accordance with the rules concerning eligible expenditure. The accounts shall provide for registration in Euros of total expenses (expenditure) and of the return (income) related to the Project.

Accounting reports or other documents, including copies of all pieces of evidence shall be submitted to the Lead Partner or to the body appointed to that effect, in accordance with the schedule and requirements stipulated by the Lead Partner.

The Project Partners are obliged to have their project accounting certified by an accountant or auditor. All partners must produce all documents and necessary information required for audit by local, regional, national or European auditors, and give access to their business premises in accordance with European Regulations.

12.2 The Lead Partner is the sole responsible party to the NWE PSC concerning the realisation of payment claims and financial reports. The Lead Partner must ensure the reliability of the accounting and financial reports and documents drawn up by all Project Partners. The Lead Partner can request further information and evidence to that effect.

In default of evidence or in the event of non-fulfilment of the Programme rules concerning eligibility of expenses, the Lead Partner shall ask the Project Partner to review the submitted financial documents. In case of repeated non-fulfilment, the Lead Partner shall be entitled to deny the expenses submitted by a Project Partner. In such cases, the Lead Partner is obliged to inform the concerned Partner of the denial of expenses and the motivation thereto.

12.3 The financial, accounting and reporting policy of the Lead Partner (as well as its directions and requests towards the other Project Partners in connection therewith) shall be based on the rules and regulations determined by the NWE Programme in respect of the Project and in general as interpreted by the Lead Partner. The Lead Partner shall use reasonable endeavours to obtain clarification and/or comfort in respect of such rules, regulations and interpretation where appropriate, in order to avoid differences of opinion with the NWE PSC which might lead the NWE PSC to reduce, discontinue or even re-claim subsidies from one or more of the Project Partners. The Lead Partner, however, shall not be responsible and/or liable towards the other partners for any adverse consequences resulting from a different interpretation and/or approach of relevant rules and regulations by the NWE PSC at any stage of the Project.

12.4 The Lead Partner is responsible for the Project's overall accounts to be distinguished from the accounts drawn up in the region in which they are the Project Partner.

Article 13: Communication and Publicity

13.1 The project partners shall implement the communication and publicity measures in accordance with the project application and Commission Regulations on information and publicity measures to be carried out by the Member States concerning assistance from the Structural Funds. They shall play an active role in any actions organised to disseminate the results of the project. Any public relations measure shall be coordinated by the Lead Partner.

13.2 Each project partner shall point out in the framework of any public relations measures that the project was implemented through financial assistance from funds of the present Community Initiative programme.

Article 14: Dissemination of Project Outcomes

The Lead Partner and the Project Partners shall take note of the fact that the results of the project may be made available to the public and they agree that the results of the project shall be available for all interested parties. Furthermore, they commit to playing an active role in any actions organised to capitalise on, disseminate and valorize the results of the project.

Article 15: Intellectual Property Rights

The Lead Partner and the Project Partners shall ensure that all products developed within the framework of the project are, subject to the provisions of national laws regarding intellectual property, kept free of all rights. They explicitly commit to giving up all patrimonial rights on teaching material, methodologies and other products of any nature resulting from the project.

Article 16: Results of Joint Activities

The result of the joint activities covered by the agreement concerning reports, documents, studies, electronic data and other products, be they disseminated free of charge or commercially, are the joint property of the Partners.

The Project Partners dispose of the property in accordance with mutually agreed upon rules, based on the prevailing rules of co-authorship.

The Project Partners explicitly commit themselves, and without a time limit, to stating that the implementation has taken place with the co-operation of the NWE Programme.

Article 17: Confidentiality Requirements

17.1 Although the nature of the implementation of this Project is public, it has been agreed that part of the information exchanged in the context of its implementation between the Project Partners themselves or with the NWE Secretariat or Programme Steering Committee, can be confidential. Only documents and other elements explicitly provided with the statement "confidential" shall be regarded as such.

This mainly concerns studies that have been made available to one of the parties in the context of the Project concerning methods, know how, files or any other type of document labelled confidential. This information can only be used by the Partners according to the provisions of this agreement.

17.2 Project Partners commit to taking measures so 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 Lead Partner and the partner institution that provided the information.

The Project Partners commit to taking the same measures to maintain the confidential nature of the information, as they would do should it concern their own confidential information.

17.3 This confidentiality clause shall remain in force for two years following the termination of this agreement.

Article 18: Modifications, Withdrawals and Disputes

18.1 Any modification to the present Partnership Agreement shall form the subject of an additional clause to this contract, which shall be submitted for the approval of the project partners as represented in the International Monitoring Board.

18.2 The Lead Partner and the project partners agree not to withdraw from the project unless there are unavoidable reasons for it. If this were nonetheless to occur, the Lead Partner and the project partners shall endeavour to cover the contribution of the withdrawing project partner, either by assuming its tasks or by asking one or more new partners to join the partnership.

18.3 In case of any disputes among themselves, the project partners are obliged to work towards an amicable settlement. Disputes will be referred to the Project Steering Group. If efforts to achieve an amicable settlement should fail, the project partners are obliged to seek an out-of-court arbitration procedure [*specify the nature of this procedure*].

18.4 Any legal dispute that may result from or in connection with this present Partnership Agreement, including such over the validity of this present Partnership Agreement itself and this arbitration clause, will be finally decided in accordance with the jurisdiction of the country where the Lead Partner is domiciled.

Article 19: Non-fulfillment of Obligations or Delay

19.1 All Project Partners are obliged to promptly inform the Lead Partner and to provide the latter with all the useful details should there be events that could jeopardise the implementation of the Project.

19.2 Should one of the Project Partners be in default, the Lead Partner shall admonish the respective partner to comply within a reasonable period of time, a maximum of one month.

19.3 Should the non-fulfilment of obligations continue, the Lead Partner may decide to debar the Project Partner concerned from the Project, with approval of other members of the International Monitoring Board. The NWE PSC shall be promptly informed of such a decision.

The debarred partner is obliged to refund to the Lead Partner any Programme funds received which cannot be proven on the day of debarring that they were used for the implementation of the Project according to the definition of eligible expenses stated in the NWE Programme rules.

19.4 In cases where the non-fulfilment of a Project Partner's obligations has financial consequences for the funding of the Project as a whole, the Lead Partner may demand compensation to cover the sum involved.

Article 20: Reduction and Discontinuation of the NWE Programme Subsidy

Should the NWE PSC be forced to reduce or discontinue the grant referred to in the Subsidy Contract, attached as Annex 1 to this agreement, and should this entail full or partial refunding of the NWE Programme funds already transferred, all Project Partners are obliged to refund the NWE Programme funds to the NWE PSC (by way of the Lead Partner) according to the final financial settlement.

The final financial settlement, drawn up on the basis of the final expenditure certificate approved or denied by the NWE PSC, shall show, both for the overall Project as well as for every Project Partner, the status of the eligible expenses approved by the NWE PSC, and the portion allocated to all Project Partners of the NWE Programme grant. This determines the amount all partners must refund, and shall be held accountable for the full amount of such community funds to be repaid by such Project Partner, should the NWE PSC claim such funds from the Lead Partner.

Article 21: Working Language

The working language of this Partnership shall be *[language of the Subsidy Contract]*. In case of translation of this document into another language, the English language *version* shall be the binding one.

Article 22: Legislation and Force Majeure

22.1 This Partnership Agreement is governed by *[country of Lead Partner]* Law, being the law of the country of the Lead Partner.

22.2 The provisions of Community Law, particularly the provisions of Articles 30, 32 and 59 of the EC Treaty, as well as the provisions of the Community Directives concerning co-ordination of procedures for the award of public service contracts, public supply contracts and public works contracts, and the provisions of Community environmental law must be complied with when entering into contracts concerning actions or investments in the context of this Project. The provisions of this agreement that unlawfully deviate from these provisions shall be deemed as unwritten.

22.3 No party shall be held liable for not complying with obligations ensuing from this Partnership Agreement should the non-compliance be caused by force majeure. If such a case arises, the project partner involved shall announce this immediately in writing to the other project partners. All events or circumstances independent of this will of the partners that impede the implementation of the agreement shall be deemed force majeure.

Article 23 : Legal Succession

In cases of legal succession (e.g. where the Lead Partner changes its legal form), the Lead Partner is obliged to transfer all duties under this contract to the legal successor.

Article 24 : Nullity

Should one of the provisions of this agreement be declared null or void in the national law of one of the parties or the law governing this agreement, this shall not render the remaining provisions null and void.

The fact that one of the parties does not request application of one of the provisions of the agreement does not imply that this party waives such provision.

Article 25 : 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 fact. In the event of legal proceedings concerning a claim to refund funds, a period of three years following the last transfer shall be applied.

Article 26 : Domicile

To the effect of this agreement, the Project Partners shall irrevocably choose domicile at the address stated in their letterhead where any official notifications can be lawfully served.

Any change of domicile shall be forwarded to the Lead Partner within 15 days following the change of address by registered mail.

Article 27: Final Statement

The EC guidelines and the distributed financial and legal obligations are considered to be integral part of this contract between the Regional Principal Partners.

Article 28: Concluding Provisions

This present Partnership Agreement can only be changed by means of a written amendment that is signed by all project partners. Modifications to the project (work plan, budget, etc) that are approved by the NWE PSC shall be effective as alterations of this present Partnership Agreement, also without adherence to this formal requirement.

Written in *[specify the town]* in *[specify number]* original copies, on *[specify date]* [Name of Lead Partner]
[Name and title of legal representative] [Signature]
[Name of project partners] [Name and title of legal representatives]
[Signatures] etc.

Annexes

- a) Project Work Plan
- b) Project Budget
- c) Application form and financial annexes
- d) Grant Offer Letter/Subsidy Contract

Appendix 3



European Regional Development Fund
European Territorial Cooperation
2007-2013

INTERREG IVB North West Europe Application Form 1st Call SECTION 5 - WHICH BUDGET?

Project Title & Acronym	Iris Sea Region Strategic Initiative - I.S.R.S.I.		
Priority	2 - Managing resources and risks	Duration	36 months
Start Date	30/09/2008	End Date	30/09/2011

The sheet below (point 5.1. 'Budget details') will be filled in automatically. The only fields to fill in in point 5.1. are the 'Contribution in kind' and 'Revenues' boxes, at the bottom of the sheet.

Please start by filling in point 5.2 'Detailed budget breakdown'.

The next points to be filled in are points 4.2. 'Partnership' and 4.4. 'Project Management'.

5.1 Budget details

Project ERDF Grant Rate

Amount of ERDF funding

Amount of match funding

INTERREG IVB NWE TOTAL PROJECT BUDGET

All amounts in EUR

Breakdown per Partner (in EUR)

Partner Number	Partner name	Member State	Total Eligible Cost	Grant Rate	ERDF Funding	Match Funding
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
TOTAL						

Breakdown per Budget Line / per Year

DO NOT TRY TO ENTER FIGURES IN THIS TABLE. PLEASE GO TO "DETAILED ANNUAL BUDGET BREAKDOWN" AND FILL IN THE INFORMATION. THE FIGURES WILL BE TRANSFERRED AUTOMATICALLY TO THIS TABLE

Budget Line	2007	2008	2009	2010	2011	2012	2013	2014	2015	Total
1 Partner Staff										
2 External Experts & Consultants										
3 Travel & Accommodation										
4 Meetings & Seminars										
5 Publicity										
6 Equipment										
7 Investment										
8 Audit costs/First level control										
9 Administration Costs										
Sub-Total Eligible Cost										
10 Revenues										
Total Eligible Cost										

**CONDITION
<20%TOTAL**

All amounts in EUR

Breakdown per Budget Line / per Work Package

Budget Line	Preparation	Coordination	WP1	WP2	WP3	WP4	WP5	WP6	Total
1 Partner Staff									
2 External Experts & Consultants									
3 Travel & Accommodation									
4 Meetings & Seminars									
5 Publicity									
6 Equipment									
7 Investment									
8 Audit costs/First level control									
9 Administration Costs									
Sub-Total eligible Cost									
10 Revenues									
Total Eligible Cost									

Contribution in kind

Is there any contribution in kind included in your project's budget ?

If "Yes", in which budget line(s):

for which amount :

short description:

	EUR

Revenues

Do you foresee any revenue within a period of 5 years after the ending of the project?

If "Yes", in which budget line(s):

for which amount :

short description:

	EUR