

# Building with Nature

The current status of the contract is: **Project AS has been informed**

## Information

Application	Building with Nature
Contract version	Original submission
Contract date	29/06/2016
Contract stage	Project AS has been informed
JS Comments	
Date of signature, HoS	29/06/2016 11:01:50
HoS signature by	Christian Byrith @ North Sea Region Programme
Date of signature, CDR	29/06/2016 14:23:40
CDR signature by	Henning Salling @ Region Midtjylland
Date of signature, Project AS	
AS/LEAR signature by	
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Created by	Tech Support @ Apogee
Updated by	Henning Salling @ Region Midtjylland
Completed	No

**To:**

Rijkswaterstaat

For the attention of [Eric Boessenkool](#)

Interreg VB North Sea Region programme

## Contract

**Between the Joint Secretariat and the Central Denmark Region representing the Managing Authority of the North Sea Region Programme 2014-2020, the Member States and Norway as commissioned according to the Cooperation Programme and**

**[Rijkswaterstaat as lead beneficiary of the project Building with Nature](#)**

agree as follows:

### ***Section A: Project and Beneficiaries***

**A1** On 30/06/2015, Rijkswaterstaat has, as lead beneficiary and responsible for the project, applied for a grant for the project Building with Nature on behalf of a project partnership with participants from [THE NETHERLANDS, NORWAY, GERMANY, SWEDEN, BELGIUM, DENMARK, UNITED KINGDOM](#).

### ***Section B: Grant and Legal Setting***

**B1** The Steering Committee has decided to approve the project for a grant of ERDF-funding (European Regional Development Fund) according to the statutes of the programme.

This contract is concluded on the basis of the following documents which constitute the legal framework applicable to the rights and obligations of the parties and the parties agree to comply with the applicable terms set out therein:

- Regulation 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 No 1083/2006, and any amendment.
  - Regulation 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 No 1080/2006, and any amendment;
  - Regulation 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, and any amendment;
  - Commission Delegated Regulation No 481/2014 of 4 March 2014 supplementing Regulation No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation programmes, and any amendment;
  - All other applicable EU legislation, including the legislation laying down provisions on public procurement, on competition, on state aid, on sustainable development and on the promotion of equality between men and women and non-discrimination;
  - The European Territorial Cooperation programme Interreg North Sea Region, approved by the European Commission on 17 August 2015 C(2015) 5902;
  - The "Agreement to the North Sea Programme 2014-2020 and commitment to provide co-financing" signed by the Member States and Norway ;
  - The Programme Fact Sheets;
  - National rules applicable to the lead beneficiary and its project beneficiaries, in the absence of Regulations or fund-specific rules or programme rules.
- In case of amendment to any of the above documents, the latest version shall apply.

#### Applicable Law

This contract is governed by Danish law.

**B2** It is hereby announced that the project named **Building with Nature** is granted assistance towards certified expenditure of eligible costs on the project up to the maximum level and as a proportion of expenditure incurred and paid as set out below:

Eligible expenditure	Grant up to	Grant rate
<b>Member States</b>		
6.800.000 €	3.400.000 €	50%
<b>Norway</b>		
40.000 €	20.000 €	50%
<b>Total</b>		
6.840.000 €	3.420.000 €	50%

Any exchange rate risk will be born by the lead beneficiary and the project partnership.

**B3** The grant is awarded exclusively to the project as described in the approved application and enclosures for the purpose of achieving the outputs and results detailed in the approved application. The project is approved and the grant is offered according to priority **Priority 3 Sustainable North Sea Region: Protecting against climate change and preserving the environment** for the Interreg VB North Sea Region Cooperation Programme.

The grant of assistance is based on the approved project budget per beneficiary as described below. No deviations from the approved budget on beneficiary level can occur unless approved in writing by the Joint Secretariat in accordance with North Sea Region Programme Fact Sheet No 26 on project changes.

## Project budget

### Section D1 from the application.

#### D.1 Project budget – overview per beneficiary / per budget line

Beneficiary	Staff costs	Office and administration	Travel and accommodation	External expertise and services	Equipment	Infrastructure	TOTAL BUDGET	(Net revenue)	TOTAL ELIGIBLE BUDGET
Rijkswaterstaat / THE NETHERLANDS	790.000 €	118.500 €	90.000 €	801.500 €	0 €	0 €	1.800.000 €	0 €	1.800.000 €
ECOSHAPE, Building with Nature / THE NETHERLANDS	145.000 €	21.750 €	58.250 €	175.000 €	0 €	0 €	400.000 €	0 €	400.000 €
Norges vassdrags- og energidirektorat / NORWAY	20.000 €	3.000 €	17.000 €	0 €	0 €	0 €	40.000 €	0 €	40.000 €
Landesbetrieb für Küstenschutz, Nationalpark und Meeresschutz des Landes Schleswig-Holstein / GERMANY	320.000 €	48.000 €	32.000 €	350.000 €	0 €	0 €	750.000 €	0 €	750.000 €
Länsstyrelsen Skåne / SWEDEN	172.000 €	25.800 €	30.200 €	172.000 €	0 €	0 €	400.000 €	0 €	400.000 €
Common Wadden Sea Secretariat / GERMANY	30.000 €	4.500 €	11.000 €	20.500 €	0 €	0 €	66.000 €	0 €	66.000 €
Vlaamse Milieumaatschappij / BELGIUM	321.000 €	48.150 €	50.000 €	280.850 €	0 €	0 €	700.000 €	0 €	700.000 €
Niedersächsischer Landesbetrieb für Wasserwirtschaft, Küsten- und Naturschutz /	292.000 €	43.800 €	24.000 €	274.200 €	0 €	0 €	634.000 €	0 €	634.000 €

<b>GERMANY</b>									
Kystdirektoratet / DENMARK	650.000 €	97.500 €	52.500 €	0 €	0 €	0 €	800.000 €	0 €	800.000 €
Waterschap Noorderzijlvest / THE NETHERLANDS	133.000 €	19.950 €	14.050 €	33.000 €	0 €	0 €	200.000 €	0 €	200.000 €
Agentschap voor Maritieme Dienstverlening en Kust - afdeling KUST / BELGIUM	50.000 €	7.500 €	42.500 €	0 €	0 €	0 €	100.000 €	0 €	100.000 €
Scottish Government / UNITED KINGDOM	50.000 €	7.500 €	13.500 €	10.000 €	0 €	0 €	81.000 €	0 €	81.000 €
Tweed Forum / UNITED KINGDOM	210.000 €	31.500 €	13.000 €	440.500 €	0 €	0 €	695.000 €	0 €	695.000 €
Scottish Environmental Protection Agency / UNITED KINGDOM	16.000 €	2.400 €	5.600 €	0 €	0 €	0 €	24.000 €	0 €	24.000 €
Stichting IHE Delft / THE NETHERLANDS	100.000 €	15.000 €	35.000 €	0 €	0 €	0 €	150.000 €	0 €	150.000 €
Total /	3.299.000 €	494.850 €	488.600 €	2.557.550 €	0 €	0 €	6.840.000 €	0 €	6.840.000 €
% of Total budget /	48 %	7 %	7 %	37 %	0 %	0 %	100 %	0 %	100 %
ERDF /	1.639.500 €	245.925 €	235.800 €	1.278.775 €	0 €	0 €	3.400.000 €	0 €	3.400.000 €
Norwegian funding /	10.000 €	1.500 €	8.500 €	0 €	0 €	0 €	20.000 €	0 €	20.000 €

#### D1.1 - Shared costs to be claimed by the Lead Beneficiary from other beneficiaries

Beneficiary	Staff costs	Office and administration	Travel and accommodation	External expertise and services	Equipment	Infrastructure	TOTAL BUDGET	(Net revenue)	TOTAL ELIGIBLE BUDGET
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Shared costs /	260.000 €	39.000 €	51.000 €	150.000 €	0 €	0 €	500.000 €	€	€
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Section D2 from the application.

D.2 Project budget – breakdown per beneficiary

EU Partners - ERDF

Beneficiary	Funding	Co-financing rate (%)	% of total Funding	Public contribution	Private contribution	Total contribution	TOTAL ELIGIBLE BUDGET
Rijkswaterstaat / THE NETHERLANDS	900.000 €	50%	26%	900.000 €	0 €	900.000 €	1.800.000 €
ECOSHAPE, Building with Nature / THE NETHERLANDS	200.000 €	50%	6%	0 €	200.000 €	200.000 €	400.000 €
Landesbetrieb für Küstenschutz, Nationalpark und Meeresschutz des Landes Schleswig-Holstein / GERMANY	375.000 €	50%	11%	375.000 €	0 €	375.000 €	750.000 €
Länstyrelsen Skåne / SWEDEN	200.000 €	50%	6%	200.000 €	0 €	200.000 €	400.000 €
Common Wadden Sea Secretariat / GERMANY	33.000 €	50%	1%	33.000 €	0 €	33.000 €	66.000 €
Vlaamse Milieumaatschappij / BELGIUM	350.000 €	50%	10%	350.000 €	0 €	350.000 €	700.000 €
Niedersächsischer Landesbetrieb für Wasserwirtschaft, Küsten- und Naturschutz / GERMANY	317.000 €	50%	9%	317.000 €	0 €	317.000 €	634.000 €

Kystdirektoratet / DENMARK	400.000 €	50%	12%	400.000 €	0 €	400.000 €	800.000 €
Waterschap Noorderzijlvest / THE NETHERLANDS	100.000 €	50%	3%	100.000 €	0 €	100.000 €	200.000 €
Agentschap voor Maritieme Dienstverlening en Kust - afdeling KUST / BELGIUM	50.000 €	50%	1%	50.000 €	0 €	50.000 €	100.000 €
Scottish Government / UNITED KINGDOM	40.500 €	50%	1%	40.500 €	0 €	40.500 €	81.000 €
Tweed Forum / UNITED KINGDOM	347.500 €	50%	10%	0 €	347.500 €	347.500 €	695.000 €
Scottish Environmental Protection Agency / UNITED KINGDOM	12.000 €	50%	0%	12.000 €	0 €	12.000 €	24.000 €
Stichting IHE Delft / THE NETHERLANDS	75.000 €	50%	2%	0 €	75.000 €	75.000 €	150.000 €
Sub-total for beneficiaries outside (the Union part of) the programme area /	€	50%	%	€	€	€	€
EU Partners Total /	3.400.000 €	50%	100%	2.777.500 €	622.500 €	3.400.000 €	6.800.000 €
Norwegian beneficiaries - ERDF-equivalent							
Beneficiary	Funding	Co- financing rate (%)	% of total Funding	Public contribution	Private contribution	Total contribution	TOTAL ELIGIBLE BUDGET
Norges vassdrags- og energidirektorat / NORWAY	20.000 €	50%	1%	20.000 €	0 €	20.000 €	40.000 €
Norway Total /	20.000 €	50%	1%	20.000 €	0 €	20.000 €	40.000 €



## Section D3 from the application.

### D.3 Project budget - overview per beneficiary / per year

Beneficiary	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	TOTAL BUDGET	(Net revenue)	TOTAL ELIGIBLE BUDGET
Rijkswaterstaat / THE NETHERLANDS	500.000 €	400.000 €	400.000 €	500.000 €	0 €	0 €	1.800.000 €	0 €	1.800.000 €
ECOSHAPE, Building with Nature / THE NETHERLANDS	110.000 €	90.000 €	90.000 €	110.000 €	0 €	0 €	400.000 €	0 €	400.000 €
Norges vassdrags- og energidirektorat / NORWAY	10.000 €	10.000 €	10.000 €	10.000 €	0 €	0 €	40.000 €	0 €	40.000 €
Landesbetrieb für Küstenschutz, Nationalpark und Meeresschutz des Landes Schleswig- Holstein / GERMANY	200.000 €	180.000 €	180.000 €	190.000 €	0 €	0 €	750.000 €	0 €	750.000 €
Länsstyrelsen Skåne / SWEDEN	112.000 €	94.000 €	96.000 €	98.000 €	0 €	0 €	400.000 €	0 €	400.000 €
Common Wadden Sea Secretariat / GERMANY	18.000 €	15.000 €	15.000 €	18.000 €	0 €	0 €	66.000 €	0 €	66.000 €
Vlaamse Milieumaatschappij / BELGIUM	135.000 €	175.000 €	175.000 €	215.000 €	0 €	0 €	700.000 €	0 €	700.000 €
Niedersächsischer Landesbetrieb für Wasserwirtschaft, Küsten- und Naturschutz / GERMANY	150.000 €	167.000 €	167.000 €	150.000 €	0 €	0 €	634.000 €	0 €	634.000 €
Kystdirektoratet / DENMARK	200.000 €	200.000 €	200.000 €	200.000 €	0 €	0 €	800.000 €	0 €	800.000 €



Waterschap Noorderzijlvest / THE NETHERLANDS	50.000 €	50.000 €	50.000 €	50.000 €	50.000 €	0 €	0 €	200.000 €	0 €	200.000 €
Agentschap voor Maritieme Dienstverlening en Kust - afdeling KUST / BELGIUM	26.000 €	24.000 €	24.000 €	24.000 €	26.000 €	0 €	0 €	100.000 €	0 €	100.000 €
Scottish Government / UNITED KINGDOM	18.000 €	21.000 €	21.000 €	21.000 €	21.000 €	0 €	0 €	81.000 €	0 €	81.000 €
Tweed Forum / UNITED KINGDOM	164.000 €	177.000 €	177.000 €	177.000 €	177.000 €	0 €	0 €	695.000 €	0 €	695.000 €
Scottish Environmental Protection Agency / UNITED KINGDOM	3.000 €	7.000 €	7.000 €	7.000 €	7.000 €	0 €	0 €	24.000 €	0 €	24.000 €
Stichting IHE Delft / THE NETHERLANDS	40.000 €	35.000 €	35.000 €	35.000 €	40.000 €	0 €	0 €	150.000 €	0 €	150.000 €
Total /	1.736.000 €	1.645.000 €	1.647.000 €	1.647.000 €	1.812.000 €	0 €	0 €	6.840.000 €	0 €	6.840.000 €
% of Total budget /	25 %	24 %	24 %	24 %	26 %	0 %	0 %	100 %	0 %	100 %
ERDF /	863.000 €	817.500 €	818.500 €	818.500 €	901.000 €	0 €	0 €	3.400.000 €	0 €	3.400.000 €
Norwegian funding /	5.000 €	5.000 €	5.000 €	5.000 €	5.000 €	0 €	0 €	20.000 €	0 €	20.000 €

**B4** According to the Cooperation Programme and when relevant memorandums of understanding between the EU Member States and Norway and the Managing Authority/Certifying Authority, the Joint Secretariat located in the Department for Regional Development of the Central Denmark Region, is as Intermedate Body responsible for all of the regular financial and administrative matters as described in the Cooperation Programme and is operating on behalf of the Managing Authority.

### **Section C: Liabilities**

**C1** In addition to the obligations of the lead beneficiary as already stated, the lead beneficiary undertakes:

- a) To use all reasonable endeavours to promptly recover any irregular ERDF/ERDF equivalent amount unduly received by a project

beneficiary, in accordance with section 5.4 of the Cooperation Programme and the procedure for the recovery of irregularities, and report on progress to the Managing Authority/Joint Secretariat;

- b) To implement the project according to the description in the approved application;
- c) To inform the Managing Authority/Joint Secretariat according to Fact Sheet No 26 of any changes in the contact information, the rescheduling of activities and on budget deviations;
- d) To inform the Managing Authority/Joint Secretariat immediately of any changes in the project beneficiaries legal status;
- e) To inform the Managing Authority/Joint Secretariat immediately if a change to the lead beneficiary's or a project beneficiary's legal, financial (including insolvency), technical, organisational or ownership situation is likely to affect the implementation of the contract substantially or may call into question the decision to award the subsidy;
- f) To inform the Managing Authority/Joint Secretariat immediately if costs are reduced, or one of the disbursement conditions ceases to be fulfilled, or circumstances arise which may entitle the Managing Authority/Joint Secretariat to reduce subsidy or to demand repayment of the subsidy wholly or in part or to terminate this contract.

**C2** The [Rijkswaterstaat](#), as the lead beneficiary is in the first instance liable towards the Managing Authority and the relevant Member State/Norway for the full value of any irregular subsidy received.

- a) The lead beneficiary is responsible for the full and financial implementation of the project in line with Article 13(2) of Regulation No 1299/2013.
- b) The lead beneficiary is in the first instance liable towards the Managing Authority for infringements by the project beneficiaries of their obligations referred to in this Contract and the partnership agreement in the same way as for its own conduct.
- c) The lead beneficiary is in the first instance liable for irregularities. In line with Fact Sheet No 13 provisions for recovering irregular amounts from the relevant beneficiaries in the partnership must be regulated in the partnership agreement (see also section F5).

**C3** If the Managing Authority demands repayment of subsidy funds in accordance with this Contract, the relevant project beneficiary is liable to the Certifying Authority for the amount of the grant in question. All repayments of funds will be directed to the Accounts Department of Central Denmark Region as Certifying Authority. The lead beneficiary must comply with the specific programme procedures for the reimbursement of the subsidy in question.

**C4** If at any time the lead beneficiary becomes aware that a project beneficiary is insolvent or at risk of becoming insolvent (unable to pay debts as they fall due) it shall promptly inform the Joint Secretariat and the relevant Member State/Norway in writing.

**C5** In accordance with the terms and conditions of this Contract the Joint Secretariat is entitled to reduce the grant and do demand the repayment of the grant in full or in part. In the event of a demand for repayment, the lead beneficiary has to reimburse the amount of the repayment within one month unless a longer period is stipulated by the Joint Secretariat. If a lead beneficiary or project beneficiary fails to return unduly paid funds in another project funded by the Interreg North Sea Region Programme, the Managing Authority/Joint Secretariat has the right to withdraw the corresponding ERDF/ERDF equivalent relating to the lead beneficiary or project beneficiary in question from any open payment in this project. The Managing Authority/Joint Secretariat will assist the lead beneficiary in the recovery process. In the event that after all reasonable measures have been taken it proves impossible to recover the funds from the relevant beneficiary, the country where the beneficiary is based will refund the amount concerned to the programme authorities. The measures may include, where appropriate, legal measures taken by the authorities of this country against a beneficiary to enforce the payment in line with Article 27 of

#### Regulation No 1299/2013.

**C6** If the European Commission and/or Norway fails to make the funds available for payment of the subsidy, the Managing Authority/Joint Secretariat can at its sole discretion (i) withhold payments of the subsidy; or (ii) terminate this contract. If the Managing Authority/Joint Secretariat exercises its rights under this section C6, any claim by the lead beneficiary against the programme authorities for whatever reason is excluded.

**C7** Neither the Managing Authority, the Joint Secretariat nor the relevant Member States/Norway are responsible for the lead beneficiary's running of the project and accepts no liability for any consequences which comes from the running of the project, the use of the subsidy and/or the withdrawal of the subsidy.

**C8** According to Article 122(2) of Regulation No 1303/2013 and Article 27(3) of Regulation No 1299/2013, if the lead beneficiary does not succeed in securing repayment from other project beneficiaries or if the Managing Authority does not succeed in securing repayment from the lead beneficiary after having used all reasonable endeavours in accordance with point 5.4 of the Cooperation Programme and the procedure for the recovery of irregularities, the EU Member State or third country on whose territory the beneficiary concerned is located shall reimburse the Managing Authority any amounts unduly paid to that beneficiary. The Member State/Norway on whose territory the concerned beneficiary is located shall be entitled to undertake any legal action that it may deem necessary towards the concerned beneficiary in order to recover the unduly paid amount, based on national jurisdiction rules and in accordance with any agreement the Member State or Norway may have entered into with the beneficiary.

#### **Section D: Project Specific Terms**

**D1** The project must be completed before **01 July 2020** in accordance with the timetables, spending profile, activities and aims and output(s) of the approved application and the project partnership agreement.

No expenditure incurred before **10 November 2015** is eligible, except for the declared preparation costs that comply with the decision of the Monitoring Committee. No costs except costs in relation to drawing up the final report and the final report on expenditure are eligible after the completion date – this includes costs for First Level Control. This means that no new costs can be incurred after the completion date but invoices relating to activities taking place prior to the completion date can be paid after the completion date.

**D2** The output(s) of the project must be the output stated in the approved application. The output(s) must be documented in progress reports as evidence for, or indication of, the progress and results and must be in correspondence with the budget of expenditure and the timetables set in the approved plans. The procedures for reporting are described in Fact Sheet No 22 on reporting. As a minimum requirement two reports are requested each year, a basic report and a full report including a report on finances. All reporting takes place via the Online Monitoring System. Reports submitted outside the system are invalid and will not be considered. Failure to report for a period of one year will lead to a termination of the project and procedures will be initiated to reclaim all funding already paid out.

**D3** The final project report documenting activities and results of the project must be submitted via the Online Monitoring System no later than 3 months after the completion date given in D1. The content of this report must be in line with the requirements in Fact Sheet No 21.

**D4** If one or more of the expected outputs as set out in the approved application are not successfully reached, the Managing Authority may

request corrective measures to be put in place to ensure project performance against the agreed implementation plan and to minimise the impact of any such failure on programme level.

If the project fails to respect the contractual arrangements on delivery in time, delivery to budget and delivery of outputs as defined in the approved application, the programme may reduce the subsidy allocated to the project and, if necessary, stop the project by terminating this contract.

**D5** The amount of the final grant cannot exceed 50% of the total eligible expenditure.

**D6** The lead beneficiary must ensure that the European and national rules on public tender are followed for all contracts awarded within the project in line with the descriptions in Fact Sheet No 11 on tendering.

**D7** Any involvement of private beneficiaries must be in accordance with Fact Sheet No 15 on private sector beneficiaries.

**D8** The lead beneficiary shall ensure that its own organisation, as well as the project beneficiaries, complies with state aid regulations in respect of receipt of this subsidy: the lead beneficiary shall also ensure that its own organisation, as well as those of its beneficiaries comply with the programmes' State Aid rules and guidance within Fact Sheet 16 on State Aid process.

**D9** The roles and responsibilities of the lead beneficiary and the project beneficiaries are described in Fact Sheet No 13. It is the responsibility of the lead beneficiary that all project beneficiaries are aware of their roles and responsibilities and that they are complied with.

#### ***Section E: Requests from the Steering Committee***

**E1** The Programme Steering Committee requests that

The project is approved under the condition that the project closely cooperates with TOPSOL and FAIR. In addition, the project must negotiate a new set of results indicators with the Joint Secretariat.

#### ***Section F: General Terms***

**F1** It is required, that the accounting systems and accounting procedures for the project must be structured and transparent in compliance with the approved budget of the project and the requirements of Regulations No 1299/2013 & 1303/2013 of the European Parliament and of the Council, Commission Delegated Regulations No 480/2014 & 481/2014 and Commission Implementing Regulation No 1011/2014 as well as all North Sea Region Programme Fact Sheets as well as relevant national rules and regulations. The accounting systems must be able to provide detailed and complete summaries of all transactions. The accounting system must be based on supporting documents, which can be checked with the required details. Accounting evidence and other supporting documents must for member states be kept for five full years from 31 December of the year in which the final payment is made to the project in line with Fact Sheet No 12 on documentation and audit trail. For Norwegian and Swedish beneficiaries, accounting evidence and other supporting documents must be kept for ten full years from 31 December of the year in which the final payment is made to the project.

#### ***Audit and evaluation***



1. The European Commission, the European Anti-Fraud Office, the European Court of Auditors, the EFTA Surveillance Authority and, within their responsibility, the relevant bodies of the EU Member States and Norway or other programme authorities are entitled to audit the proper use of funds by the lead beneficiary or by project beneficiaries or arrange for such an audit to be carried out by authorised persons.

2. The lead beneficiary and project beneficiaries will produce all documents required for the audit, provide necessary information and give access to their business premises.

3. In accordance with Articles 56 & 57 of Regulation No 1303/2013 the lead beneficiary undertakes to provide to independent experts or bodies carrying out any project evaluation, all documents or information necessary to assist the evaluation.

The lead beneficiary must guarantee that both the lead beneficiary and all project beneficiaries comply fully and in due time to the above-mentioned obligations.

**F2** It is the responsibility of each individual beneficiary to ensure that the relevant national rules on data protection are observed.

**F3** In public statements (reports, publications, etc.) it must be pointed out that the project has been co-funded by ERDF through the Interreg VB North Sea Region Programme in line with Fact Sheet No 25.

**F4** A First Level Controller must be appointed for each beneficiary from the start of the project. The First Level Controllers must be selected in line with the relevant rules for procurement and be designated for First Level Control of ERDF-funds by the relevant national authorities for each beneficiary country. For all Swedish beneficiaries First Level Control must be carried out by Tillväxtverket, no other body can carry out First Level Control for Swedish beneficiaries.

This Contract will only be considered valid when First Level Controllers have been designated for all beneficiaries in the project.

**F5** The lead beneficiary shall lay down the arrangements for its relations with the other project beneficiaries in a partnership agreement as described in Fact Sheet No 14. The partnership agreement is compulsory and no payments to the project can be made until the partnership agreement is completed, signed by the lead beneficiary and all project beneficiaries and uploaded in the Online Monitoring System.

**F6** The Managing Authority, the Member States/Norway and the Joint Secretariat shall be authorised to publish, in what-ever form and on or by whatever medium the following information:

- a) the name and a summary description of the project,
- b) the name of the lead beneficiary and the project beneficiaries,
- c) the address(es) of the project website(s) and/or other information on how the project can be contacted
- d) the purpose of the ERDF-/ERDF equivalent -funding,
- e) the amount of the ERDF-/ERDF equivalent -funding awarded and paid from the Cooperation Programme;
- f) the duration of the project,
- g) the geographical scope of the project,
- h) the activity reports including the final activity report.

## **Section G: Expenditure Documentation and Disbursement Procedure**

**G1** Disbursement of the subsidy shall be subject to the condition that the European Commission, and if Norwegian beneficiaries are

participating in the project, Norway, make the funds available. In case of non-availability of funds, the Managing Authority/Joint Secretariat cannot be deemed responsible for late payments in accordance with Article 132 of Regulation No 1303/2013.

**G2** The lead beneficiary must report on activities and expenditure in relation to approved plans on the authorised report form. All requests for payments must be controlled in accordance with the national regulations of the lead beneficiary country, unless otherwise decided by the European Commission or the Monitoring Committee. The final report must be fully audited as described in the North Sea Region Programme Fact Sheet No 21 on final reports.

**G3** On approval of each report with a claim for payment of ERDF-grant the Joint Secretariat will initiate the procedures for bank transfer on a paid expenditure basis.

### ***Section H: Deviations from Stipulated Plans and Conditions***

**H1** No amendment or variation to the requirements according to this Contract will be effective unless agreed in writing with the Joint Secretariat.

**H2** Changes to the project can only take place in line with the requirements of Fact Sheet No 26. It should be noted that the number of project changes allowed during the project implementation is limited.

#### Termination of the contract and recovery

1. The Managing Authority is entitled to terminate this contract and to demand repayment of the subsidy in whole or in part, if it has evidence that:
  - a. all or part of the subsidy was used for purposes other than those envisaged in this contract; or
  - b. the subsidy has been obtained through false or incomplete statements, or through forged documents; or
  - c. the lead beneficiary or a project beneficiary has failed to report within a reasonable time events delaying or preventing the implementation of the project funded, or any circumstances leading to its modification (see Fact Sheet No 22); or
  - d. with reference to the application form a substantial change in the nature, scale, ownership, costs, timing, partnership or completion of the project implementation has occurred; or
  - e. the lead beneficiary or a project beneficiary has impeded or obstructed controls and audits; or
  - f. the lead beneficiary or a project beneficiary has failed to submit requested information within given deadlines; or
  - g. insolvency proceedings are instituted against the assets of the lead beneficiary and/or any of the project beneficiaries or insolvency proceedings are dismissed due to lack of assets for cost recovery, provided that this appears to prevent or risk the implementation of the programme objectives, or the lead beneficiary or any of the project beneficiaries closes down; or
  - h. if the lead beneficiary or a project beneficiary is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations; or
  - i. any programme rules, laws or regulations have been breached by the lead beneficiary or any project beneficiary; or
  - j. the lead beneficiary and the project beneficiaries receive additional funding from the European Union for all or part of the project expenditure reported under the programme during the period of the implementation of the project.
2. If the Managing Authority exercises its right of termination, the lead beneficiary must transfer the amount requested by the Managing Authority within one month, unless a longer period is stipulated, to the programme bank account specified in the recovery order issued to the lead beneficiary by the Managing Authority.
3. Any delay in effecting repayment by the lead beneficiary may give rise to interest on account of late payment, starting on the due date and ending on the date of actual payment. The interest rate will be determined in accordance with Article 147 of Regulation No 1303/2013.
4. If the Managing Authority terminates the contract before the full amount of the subsidy has been paid to the lead beneficiary, all payments of the subsidy will be discontinued and the lead beneficiary shall not be entitled to claim payment of the remaining amount of the subsidy.

5. If a lead beneficiary or project beneficiary fails to return unduly paid funds in another project funded by the North Sea programme, the Managing Authority has the right to withdraw the corresponding ERDF relating to the lead beneficiary or project beneficiary in question from any open payment in this project.

6. After termination, the lead beneficiary's obligations as described in this contract continue to apply.

7. Each party can decide to terminate the contract with a three (3) months written notice from the receipt of the letter by the other party. The termination will take effect at the end of the notice period unless the parties agree otherwise in writing.

Any further legal claims shall remain unaffected by the above provisions.

#### Legal succession and assignment of rights

1. The Managing Authority is entitled at any time to assign its rights under this contract. In case of assignment the Managing Authority will inform the lead beneficiary without delay.

2. The lead beneficiary is allowed to transfer or assign to a third party its obligations under this Contract only after receipt of prior written consent of the Managing Authority/Joint Secretariat.

3. In cases of legal succession, the lead beneficiary is obliged to transfer duties under the contract to its legal successor. The lead beneficiary shall notify immediately the Managing Authority about any change beforehand and in writing.

### **Section 1: Signatures and concluding provisions**

**11** This Contract is issued electronically in the Online Monitoring System and must be signed by the Head of the Joint Secretariat, the Director of the Department for Regional Development in the Central Denmark Region and the project Authorised Signatory. The signature process takes place in that order and will be electronic only. The contract will not be valid unless signed by all three parties.

**12** Without prejudice to the applicable European law, legal disputes regarding the content of this contract shall be settled in a Danish court under Danish law.

Signatures of the Joint Secretariat and the Central Denmark Region representing the Managing Authority, the member states and Norway as commissioned according to the Letter of Agreement.

Date 29/06/2016

Christian Byrith  
Head of Secretariat

North Sea Region Programme

Henning Salling  
Regional Udvikling

Central Denmark Region

*Digitally signed on 29/06/2016 11:01:50*

*Verification code: --ac0e172456603c7db0d426efdfbf80c0--*

*Digitally signed on 29/06/2016 14:23:40*

*Verification code: --04174f47223ee365453c0e460a67a85d--*

**Acceptance of grant:**



As Lead Beneficiary and LEAR of the project **Building with Nature I** hereby accept the grant on the conditions stated in this Contract. The Lead Beneficiary guarantees that it is entitled to represent the project partners participating in this project. The Lead Beneficiary guarantees furthermore that it has complied with all the relevant legal and other requirements under the law, which applies and the project partners and that all necessary approvals have been obtained.

Date: **4/8 '16**

Digitally signed on -- by



**P. Steunik**

Verification code: --09c8538e21b81514b88f04370713c2f1--