**Agreement between**

**AGRIA LORRAINE and participant of BIOLIFE project**

**(Partnership Agreement)**

Having regard to

Council Regulation (EC) No 1080/2006 of 5 July 2006, amended by Regulation (EC) 397/2009 of 6 May 2009 (OJ L 126, 21.5.2009, p. 3), Article 20 (1) (a) on the European Regional Development Fund,

The Programme Manual, Section 4.1.2 “The Partnership Agreement”, whereupon participants in an project funded under INTERREG IVC have to conclude an agreement concerning their mutual financial and legal responsibilities, including the functions and responsibilities of the Lead Participant,

The Subsidy Contract signed between the CREATOR mini-programme and the Lead Participant, Section 4

for the implementation of the CREATOR sub-project BIOLIFE, approved by the CREATOR Steering Committee - on Nov 18th 2010 in Västerbotten the following agreement shall be made between the following participants:

**LEAD PARTICIPANT**

**1. AGRIA LORRAINE**

**2 avenue Forêt de Haye - BP 172 54505 VANDOEUVRE LES NANCY**

Represented by: JEAN-MICHEL BARBIER

Approved Lead Participant budget: € 118 484

Amount of co-financing (*if applicable*) : € 88 863

**PROJECT PARTICIPANTS**

**2. INNO8**

**12 rue de Mancy – 7640 BETTELAINVILLE**

Represented by: FRANCOIS ISSLER

Approved participant budget: € 58 152

Amount of co-financing (*if applicable*): € 43 614

**3. HAMK University of Applied Sciences, Department of Nursing Education**

**Wahreninkatu 11 FI-30100 FORSSA, FINLAND**

Represented by: HEIKKI RUOHOMAA

Approved participant budget: € 70 880

Amount of co-financing (*if applicable*): € 53 160

**4. NFH - Nemzeti Fogyasztóvédelmi Hatóság**

**Regional Inspectorate of North-Hungary: Hungary – 3300 Eger, Kossuth L. u. 9**

Represented by: ISTVAN PINTER

Approved participant budget: € 46 140

Amount of co-financing (*if applicable*): € 39 219

**5. Fundacion PRODINTEC**

**Edificio Centros Tecnológicos - Parque Científico y Tecnológico - C/Ada Byron 39 - 33203 Gijon-Asturias-Spain**

 Represented by: JESUS FERNANDEZ GARCIA

Approved participant budget: € 73 648

Amount of co-financing (*if applicable*): € 55 236

**6. Centro Europeo de Empresas e Innovación del Principado de Asturias- CEEI Asturias**
**Parque Tecnológico de Asturias - 33420 Llanera - Asturias**

Represented by: EVA PANDO IGLESIAS

Approved participant budget: € 69 700

Amount of co-financing (*if applicable*): € 52 275

**7. Department of Food and Nutrition, Umeå university**

**Umeå university - 901 87 Umeå – Sweden**

 Represented by: CECILIA OLSSON

Approved participant budget: € 67 558

Amount of co-financing (*if applicable*): € 50 669

**8. PULS Poznan University of Life Sciences**

**Dept of Human Nutrition and Hygiene, Wojska Polskiego Str 31 - 60-624 Poznan,**

Represented by: GRZEGORZ STRYPCZAK

Approved participant budget: € 50 300

Amount of co-financing (*if applicable*): € 42 755

*Article 1*

**Subject of the agreement**

1. Subject of this agreement is the organisation of a partnership in order to implement the CREATOR project BIOLIFE as indicated in the annexes. The annexes comprise.
* the latest version of the application form approved by the CREATOR Steering committee including enclosures (Annex I),
* the Subsidy Contract between the CREATOR working group and the Lead Participant
* Budget by budget line, by component and by participants (Annex III),
1. The annexes - including all provisions they are based on and refer to - are considered to be an integral part of this agreement.
2. This agreement will enter into force from November 18th 2010

***Article 2***

**Participants to the agreement**

1. The Lead Participant is responsible for the management, communication, implementation and co-ordination of activities among the related participants as it is described in the Application Guide 5.1. “Lead Participant/Legal status”, and in the Subsidy Contract Article 5. “Representation of participants, liability”
2. Project participants are the organisations responsible for carrying out specific project activities in the manner and scope as indicated in the approved application form.
3. To be eligible as project participant under CREATOR mini-programme, the participant has to have a legal status that is in line with the definition given in the CREATOR Application guide.

*Article 3*

**Obligations**

*General provisions*

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

*Obligation and duties of the Lead Participant*

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

* the Lead Participant shall appoint a coordinator qualified in European project management and who shall accept the operational responsibility for the implementation of the overall project and
* appoint a Financial Manager responsible for the accounts, financial reporting, the internal handling of ERDF funds and national co-financing
* start and implement the project according to the descriptions of individual components approved by the Steering committee.
* draw up and present progress reports twice a year comprising activity reports and audited financial reports to the Lead Partner of the CREATOR mini-programme, as well as the final report as it is defined in the Subsidy Contract
* request and receive payments from the CREATOR mini-programme
* transfer in compliance with the amounts reported in the progress report the devoted part for each participant as soon as they have received payment from the CREATOR mini-programme.
* ensure an efficient internal management and control system i.e.:
1. manage and verify appropriate expenditures of the subsidy awarded
2. carry out the project's overall accounting
3. communicate with the CREATOR mini-programme bodies, particularly – the Working group.
4. react promptly to any request by the bodies implementing the CREATOR mini-programme
5. notify its participants immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the project
* retain at all times for audit purposes all files, documents and data about the part of the project for which it is responsible on customary data storage media in a safe and orderly manner for a minimum period of 3 years after the payment of the final balance by the European Commission to the Interreg IVC programme. This balance will only be transferred in an as yet unspecified period of time after 2015; other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected
* conserve all documents required for the audit, provide necessary information and give access to its business premises
* provide the independent assessors carrying out the CREATOR mini-programme evaluation any document or information necessary to assist with the evaluation

*Obligations and duties of the participants*

Each participant shall accept the following duties and obligations:

* appoint a Project Leader for the parts of the project for which it is responsible and give the Project Leader the authority to represent the participants in the project
* implement the part of the project for which it is responsible in due time according to the descriptions of individual components approved by the Steering Committee.
* support the Lead Participant in drawing up progress reports and the final report by providing the required data on time. In particular all participants shall submit twice a year a financial report of their expenditures on March and September in respect of the Lead Participant’s obligation to submit the progress report to the CREATOR Working group on 1 September and 1 March.
* notify the Lead Participant immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the project
* produce all documents required for audit purposes, especially provide necessary information and give access to its business premises to all relevant authorised audit bodies
* retain at all times for audit purposes all files, documents and data about the part of the project for which it is responsible on customary data storage media in a safe and orderly manner for a minimum period of 3 years after the payment of the final balance by the European Commission to the Interreg IVC programme. This balance will only be transferred in an as yet unspecified period of time after 2015, Other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected
* provide the independent assessors carrying out the CREATOR mini-programme evaluation with any document or information necessary to assist with the evaluation
* respect all rules and obligations laid down in the Subsidy Contract and the co-financing statement each participant has signed for the application
* react promptly to any request by the CREATOR mini-programme.

*Article 4*

**Liability**

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

*Article 5*

**Budget details and Payment Forecast by participants**

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

Accounting reports or other documents, including copies of all background documentation (invoices, documents related to tender, bank statements, etc.) shall be submitted to the Lead Participant or to the body appointed to that effect, in accordance with the schedule and requirements stipulated by the Lead Participant. In accordance with Article 4 of the Subsidy Contract, only expenditure paid and borne by organisations listed as participants in the approved latest version of the Application Form are eligible to ERDF. The only exception concerns the expenditure of participants in sub-projects of mini-programme which will be included in the expenditure of the main participant on whose territory the sub-project participant is located.

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

* *The average monthly exchange rate set by the Commission of the last month of the reporting period is used. They are published on:* [*http://ec.europa.eu/budget/inforeuro/index.cfm?Language=en*](http://ec.europa.eu/budget/inforeuro/index.cfm?Language=en)*. ]*
1. In default of evidence or in the event of non-fulfilment of the rules concerning eligibility of expenditure, the Lead Participant shall ask the participants to redraft the submitted financial documents. In case of repeated non-fulfilment, the Lead Participant shall be entitled to deny the expenditure declared by a participant. In that case, the Lead Participant is obliged to inform the participant, concerned on the denial of the expenditure declared and the motivation thereto; also, the Working group of the CREATOR mini-programme shall be informed.
2. Common Costs

In case participants decide to share costs within the partnership, the following procedure will be applied (in accordance with 4.3.3 of the Programme Manual and national requirements):

According to CREATOR committee, Lead partner has been asked to share 48.000 € costs with others partners



Thus, "External expertise and audit" cost have been –before sharing costs - evaluated at 58.500 € in Lead participant budget.

According to new distribution, Lead participant "external expertise and audit" budget has been decreased to 10.500 €. Therefore, participant budgets have been increased by

* INNO8: 8.000 €
* HAMK: 8.000 €
* NFH: 8.000 €
* PRODINTEC: 4.000 €
* CEEI Asturias: 4.000 €
* UMU: 8.000 €
* PULS: 8.000 €

The process to share costs will be implemented by the lead participant AGRIA

AGRIA will engage corresponding expenses

AGRIA will pay corresponding expenses.

Then, when participants will claim for those expenses paid by AGRIA, AGRIA – who will received ERDF – will keep corresponding amounts and decrease payments to participants from the same amounts.

*Article 6*

**Modification of the work plan and budget reallocation**

1. Before applying for reallocation of total costs as stated in the approved application form from one budget line, component and/or participant to another in accordance with the Subsidy Contract section 2.2, as stated in the approved application from, the Lead Participant shall obtain the approval of its participants. The Lead Participant may set up a deadline for the participants for the approval of these modifications so that beyond the given deadline if no communication received, the modification is considered to be approved by the participants.
2. Any request for amendment of the Subsidy Contract presented by the Lead Participant to the Working group of the CREATOR mini-programme shall be authorised by the participants of the project beforehand.

*Article 7*

**Reports**

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

*Article 8*

**Information and publicity measures**

1. The Lead Participant and the participants will implement jointly a communication and dissemination plan that ensures adequate promotion of the project and its results towards potential beneficiaries, project stakeholders and the general public.
2. Any information and publicity measures aimed at beneficiaries, potential beneficiaries and the public must specify that the project has received a subsidy from the programme funds as defined in Article 1(1) within the framework of the INTERREG IVC programme. Provisions of Commission Regulation (EC) No 1828/2006 of 27 December 2006, amended by Regulation (EC) 846/2009 of 1 September 2009 (OJ L 250, 23.9.2009, p. 1), Section II, Section 1 (in particular articles 8 and 9) relating to information and publicity measures concerning assistance from the Structural Funds and the Managing Authority / Joint Technical Secretariat guidelines as provided in the latest version of the programme manual and on the website must be observed.
3. Furthermore, it must be clearly stated that the project has been co-financed by ERDF/Norwegian Fund through the INTERREG IVC Programme in addition to using the European flag and programme logo and slogan of both INTERREG and CREATOR.
4. The participants agree that the Managing Authority / Joint Technical Secretariat and the CREATOR mini-programme shall be authorised in the framework of the "INTERREG IVC" programme to publish in whatever form and by whatever media, including the internet, the following information:

* the name of the Lead Participant and its participants
* the purpose of the subsidy
* the amount granted and the proportion of the total cost of the project accounted for by the funding
* the geographical location of the project
* progress reports including the final report
* whether and how the project has previously been publicised
1. The participants agree to send five (5) copies of the main publicity and information material produced to the CREATOR Working group. The participants furthermore authorise the CREATOR mini-programme, the Joint Technical Secretariat, Managing Authority and the European Commission to use this material to showcase how the subsidy is used.
2. The participants agree that any information, media appearance, or other publicity of the project shall be communicated to the CREATOR mini-programme for potential website updates or showcases.
3. The participants shall ensure that at least one member of the CREATOR mini-programme will be invited to present the programme during the project’s final conference or other closing event.
4. The participants shall endeavour to appoint a permanent contact for information and publicity purposes.

*Article 9*

**Confidentiality**

1. Although the nature of the implementation of the project is public, part of the information exchanged in the context of its implementation between the programme bodies - participants and the Lead Participant; the Lead Participant and the CREATOR mini-programme can be confidential. Only documents and other elements explicitly provided with the statement “confidential” shall be regarded as such.
2. The Lead Participant and the participants commit to taking measures to ensure that all staff members carrying out the work respect the confidential nature of this information, and do not disseminate it, pass it on to third parties or use it without prior written consent of the Lead Participant and the participant institution that provided the information.

*Article 10*

**Cooperation with third parties, delegation and outsourcing**

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

*Article 11*

**Assignment, legal succession**

1. Neither the Lead Participant nor the participants are allowed to assign their duties and rights under this agreement without the prior consent of the other parties to this agreement.

The parties to this agreement are aware of the provisions of the Subsidy Contract whereupon the Lead Participant is allowed to assign its duties and rights as laid down in the Subsidy Contract only after prior written consent of the CREATOR mini-programme. and the Steering committee of the CREATOR mini-programme.

1. In the case of legal succession, the Lead Participant or the participants concerned is obliged to transfer all duties under this agreement to the legal successor.

*Article 12*

**Non-fulfilment of obligations or delay**

1. Each participant is obliged to promptly inform the Lead Participant and to provide the latter with all necessary details should there be events that could jeopardise the implementation of the project.
2. Should one of the participants be in default, the Lead Participant shall admonish the respective participant to comply within a reasonable period of time, a maximum of one month. The Lead Participant shall make any effort to contact the participants in resolving the difficulties including seeking the assistance of the Working group of the CREATOR mini-programme
3. Should the non-fulfilment of obligations continue, the Lead Participant may decide to exclude the participant concerned from the project, with approval of the CREATOR mini-programme bodies. The CREATOR mini-programme shall be informed immediately if the Lead Participant intends to exclude a participant from the project.
4. The excluded participant is obliged to refund to the Lead Participant any programme funds received which it cannot prove on the day of exclusion that they were used for the implementation of the project according to the rules of eligibility of expenditure.
5. In case of non-fulfilment of a participant’s obligation having financial consequences for the funding of the project as a whole, the Lead Participant may demand compensation to cover the sum involved.

*Article 13*

**Demand for repayment by the Managing Authority**

1. Should the Working group of the CREATOR mini-programme in accordance with the provisions of the Subsidy Contract section 8, demand repayment of subsidy already transferred, each participant is obliged to transfer its portion of the repayment amount to the Lead Participant. The Lead Participant shall, without delay, submit the letter by which the Working group has asserted the repayment claim and notify each participant of the amount repayable. The repayment amount is due within two weeks following the notification by the Lead Participant. In case the amount repayable shall be subject to interest, the interest rate will be determined in accordance with the provisions of the Subsidy Contract 8.4. and would be applied to each participant.

*Article 14*

**Disputes between participants**

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

*Article 15*

**Lapse of time**

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

*Article 16*

**Concluding Provisions**

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

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

1. Any change of domicile as indicated in the Application Form (Annex I.), shall be notified to the Lead Participant by registered mail, within 15 days following the change of address.

Concluded at 2010 january 31st in Nancy

**Lead Participant**

Jean-Michel BARBIER
AGRIA

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**Participant** **2 INNO8**

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**Participant 3 HAMK**

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**Participant** **4 NFH**

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**Participant** **5 PRODINTEC**

\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**Participant 6 CCEI Asturias**

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**Participant 7 UMU**

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**Participant 8 PULS**

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

Annexes:

Annex I. – Application Form

Annex II. – Subsidy Contract

Annex III. – Budget table by participants and Components