# **NORTHERN PERIPHERY AND ARCTIC PROGRAMME 2021-2027 GRANT LETTER FOR MAIN PROJECT FUNDING**

The Monitoring Committee/Managing Authority of the Northern Periphery and Arctic Programme 2021-2027 has approved the Main project as outlined in this Grant Letter.

## **Project identification**

|  |  |
| --- | --- |
| Project number | <Automated from Jems> |
| CAV diary number | <Manually inserted?> |
| Decision Date | <Manually inserted?> |
| Project Acronym | <Automated from Jems> |
| Project title  | <Automated from Jems> |
| Lead Partner organisation | Name | <Automated from Jems> |
| Address | <Automated from Jems> |
| Contact person | <Automated from Jems> |
| Programme priority | <Automated from Jems> |
| Specific objective | <Automated from Jems> |
| Intervention code | <Automated from Jems> |
| Project duration:  | Start date of eligible expenditure | <MC decision date – Automated from Jems> |
| Start date of project activities | <Automated from Jems> |
| End date of eligible expenditure | <Automated from Jems> |

***Project Co-financing***

|  |  |  |  |
| --- | --- | --- | --- |
| Funding source | Programme Co-financing | Contribution | Total eligible |
| Amount | % of total eligible | Public | Private | Total |
| <Automated from Jems> | <Automated from Jems> |  | <Automated from Jems> | <Automated from Jems> | <Automated from Jems> | <Automated from Jems> |
| <Automated from Jems> | <Automated from Jems> |  | <Automated from Jems> | <Automated from Jems> | <Automated from Jems> | <Automated from Jems> |
| TOTAL |  |  |  |  |  |  |

***Project Summary***

<Automated from Jems>  (A2 Project Summary)

***Specific conditions***

<Automated from Jems?> (Depending on the project and what specific conditions apply, mainly related to state aid and/or lump sum projects, where relevant)

1) X EUR from the X funding source is granted to partner #X (Name). The grant is according to De Minimis, the EU Commission Regulation 1407, Article 3 (2013). Partner number X is obligated to report the use of De Minimis to relevant (country) authorities.

- Partner #X has to fill out “Not in difficulty” and “De Minimis self declaration” forms

- The lead partner is committed to store these documents for ten years following the project end date.

2) EUR X from the ERDF is granted to partner X, Name. The grant is according to the General Block Exemption Regulation, Article 20 (Council Regulation EU No 1237/2021) compatible with the internal market in application of Articles 107 and 108 of the Treaty.

Where indirect state aid such as training, business support etc. is provided by the project to end-beneficiaries, the project partners have the responsibility to ensure that state aid rules are complied.

***Legal provisions***

This Grant Letter is concluded on the basis of the following legal provisions:

***Article 1: Legal framework and contractual basis***

1. The following legal provisions and documents constitute the basis of this Grant Letter and the legal framework for the implementation of the project < Automated from Jems> (Title and number)

* The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, as further specified below;
* The Interreg Programme Northern Periphery and Arctic, approved by the European Commission on 09-09-2022, Decision No. C 2022 6575 (hereinafter referred to as the NPA programme);
* The laws of Sweden applicable to this Grant Letter;

2. The following laws and documents constitute the legal framework applicable to the rights and obligations of the parties:

* Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 966/2012, together with related Delegated or Implementing Acts;
* The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, especially:
	+ Regulation (EU) No 2021/1060 of the European Parliament and of the Council of 24 June 2021, laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund, and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy, and any amendment;
	+ Regulation (EU) No 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund, and any amendment;
	+ Regulation (EU) No 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial goal (Interreg) supported by the European Regional Development Fund and external financing instruments, and any amendment;
* Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC (General Data Protection Regulation, GDPR);
* Articles 107 and 108 of the Treaty on the Functioning of the European Union, Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid, Regulation (EU) 2021/1237 of 23 July 2021 amending Regulation (EU) No 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty; Delegated and Implementing acts, as well as all applicable decisions and rulings in the field of state aid;
* All other EU legislation and the underlying principles applicable to the LP and the PPs, including the legislation laying down provisions on competition and entry into the markets, the protection of the environment, and equal opportunities between men and women;
* National rules applicable to the LP and its PPs and their activities (for example laws on public procurement);
* Project data, comprising but not limited to latest project documentation such as the latest approved application form and all project information available in the electronic system Jems;
* All manuals, guidelines and any other documents relevant for project implementation (e.g., programme manual etc. in their latest version, as published on the programme website or handed over to the LP directly during the project implementation.

Should the above-mentioned legal norms and documents, and any other documents or data of relevance for the contractual relationship be amended, the latest version shall apply.

***Article 2: Award of co-financing and general conditions***

1. The purpose of the Grant Letter is the award of co-financing by the Managing Authority (hereinafter referred to as MA) to finance the implementation of the aforementioned project in accordance with the decision of the MC.

2. The Lead Partner (hereinafter referred to as LP) accepts the awarded co-financing and assumes the responsibility to coordinate the implementation of the project, in due time, according to the provisions of the present Grant Letter.

3. The co-financing is awarded exclusively for the project as described by the latest version of the project data available in the programme's electronic system Jems as referred to in Article 1 of this document.

4. The maximum co-financing is stipulated in the latest version of the project data available in the electronic system as referred to in Article 1 of this Grant Letter.

5. The actual ERDF and ERDF equivalent co-financing will be calculated on the basis of reported eligible expenditure only. The total amount to be paid by the MA to the LP cannot exceed the maximum amounts of co-financing approved.

6. Disbursement of the co-financing is subject to the condition that the European Commission (hereinafter EC) and Non Member state programme partner countries make the funds available. In the case of non-availability of funds, the MA is entitled to terminate this Grant Letter or reduce the awarded amount of co-financing. In these cases, any claim by the project against the MA is excluded. In such a case, the LP will be duly notified by the MA and guided on the respective steps to be taken.

7. In case of delays in the availability of funds, the MA can withhold payments until such a time as the funds are made available, and cannot be held liable for delays in payments to the project. In this case, any claim by the project against the MA is excluded.

8. Should a project fail to respect the contractual arrangements on timeliness as indicated in the spending plan, budget absorption, visibility requirements and achievement of outputs and results, as set out in the project data, corrective measures may be put in place to ensure the project performance, as well as minimize the impact at programme level (e.g., adaptation of the project to the changed situation), following the procedures specified in the programme manual. The programme may also reduce the programme co-financing allocated to the project or, if necessary, stop the project by terminating the Grant Letter as determined in Article 12 of this document.

***Article 3: Eligibility of expenditure***

1. Expenditure which qualifies for co-financing from the programme consists exclusively of eligible expenditure. Rules for eligibility of project expenditure qualifying for co-financing from the programme are laid down in the programme manual.

2. To be co-financed by the programme, project expenditure has to comply with the methods for determining the costs of the project (real costs or simplified cost options) for each cost category as defined in the programme manual and project data.

3. It is hereby made explicit that the project must not make use of funds from other programmes co-financed by the EU to finance the eligible costs reported to the present project.

4. The eligibility period for costs incurred by the project is defined in this Grant Letter and must be respected by the project.

***Article 4: Reporting obligations and payment***

1. The LP is entitled to request payments from the MA by following the reporting procedures defined in the programme manual. Upon satisfactory completion of reporting, co-financing will be disbursed by the MA to the account indicated in the project data. Co-financing will be disbursed in Euro. Any exchange rate risk for transfer to the partners will be borne by the LP.

2. The MA reserves the right not to accept – in part or in full – expenditure validated by controllers if – as a result of its own checks and/or controls or audits performed by another authority – the validation or the facts stated therein prove to be incorrect, or if the underlying activities or expenditure are not in line with the legal framework as set out in this Grant Letter.

3. The MA shall ensure that the LP receives payments of the co-financing from the programme in time and in full. No deduction or retention of further specific charges which would reduce the amount of the payment shall be made without prejudice of the provisions outlined above in this article. Conversely, the ERDF and ERDF equivalent contribution paid by the MA shall not exceed the share of ERDF resulting from the eligible amount verified by each responsible control authority, in compliance with the articles of this contract.

4. The reporting periods for the project are outlined in the table below. By the date of submission, activity reports detailing the project progress, and a financial claim containing an expenditure profile verified by Controllers, should be submitted to the Joint Secretariat.

|  |  |  |  |
| --- | --- | --- | --- |
| **Period number** | **Start Date** | **End Date** | **Submission Date** |
| 1 | <Automated from Jems> | <Automated from Jems> | <End Date + 3 months> |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |
| 6 |  |  |  |

All project activities including closure activities must be finished and all project expenditure must be paid before <Automated from Jems (End date of eligible expenditure) >. By <Automated from Jems (End date of eligible expenditure + 3 months) >, a final report detailing the project outcome and a final financial claim containing an expenditure profile verified by Controllers – should be submitted to the Joint Secretariat.

***Article 5: Modifications to the project***

1. Modifications in the project shall be introduced by the LP according to the rules and procedures stated in the programme manual.

***Article 6: Document keeping, audit and evaluation***

1. Programme bodies, national bodies as well as any relevant EU body are entitled to audit the use of funds by the project partners (hereinafter referred to as PPs) or to arrange for such an audit to be carried out by authorised persons.

2. The LP/PP must provide all documents required for the audit, as well as all necessary information, and give access to its business premises, as well as project-related locations.

3. The LP/PP must also provide all necessary information and access to documents for the purpose of carrying out programme or project evaluations to any authorised evaluator.

4. The LP is obliged to ensure that all files, documents and data related to the project are retained for audit purposes. The documents shall be kept for at least a 5 year retention period from 31 December of the year in which the last payment by the MA to the project is made. Longer retention periods may apply in case of state aid or in accordance with national rules.

5. Should this Grant Letter have been terminated, the rights and duties stipulated in this article shall, however, persist.

6. The MA has the right to withhold the payments to the LP until all required information and documentation has been delivered or made available otherwise in the required way.

7. The MA has the right to conduct sample checks in addition to the national financial control bodies' checks.

8. The MA, assisted by the joint secretariat, can at any moment request additional information and supporting documents from the LP and PP, in order to perform its certifying tasks.

9. The MA has the right to suspend payments should the project become subject to controls or audits by the MA/JS, AA or relevant EU bodies until these controls or audits have been completed. Should the AA issue statements on the national control systems and identify problems of a systemic character, the MA has the right to suspend payments to the LP until the case has been resolved.

***Article 7: Roles and responsibilities, liability***

1. The LP undertakes to comply with the body of rules and regulations referred to in Article 1 of this co-financing contract (including any amendments made to these rules and regulations), as well as relevant national regulations and all other rules applicable to the LP.

2. The LP shall assume all responsibilities laid down in the programme manual; in particular, the main responsibilities of the LP and the responsibilities after the project closure.

3. The LP shall make sure that the project implementation is in line with the work plan, the time schedule and the approved budget, as indicated in the project data.

4. The LP shall lay down the arrangements for its relations with the PPs and liabilities in a partnership agreement that fulfils the minimum requirements stipulated in the programme manual.

5. The LP undertakes to inform the MA immediately about any circumstances that delay, hinder or make impossible the realisation of the project, as well as all circumstances that mean a change of the disbursement conditions, or which would entitle the MA to terminate this Grant Letter, to discontinue payments or to demand repayment of the co-financing, in full or in part.

6. The LP is responsible for providing the MA with any information required and requested in terms of the project, without delay.

***Article 8: Recoveries and unduly paid out funds***

1. If any programme body, national body or any relevant EU body should discover any unduly paid out funds, or should the MA be notified of such cases, it shall, if necessary in consultation with the relevant national bodies of the participating countries concerned and by informing the relevant programme bodies, demand repayment of the co-financing in whole or in part from the LP.

2. The LP shall ensure that, if applicable, the PP involved repays the LP any amounts unduly paid in accordance with the partnership agreement and the programme manual. The amount to be repaid can be withdrawn from the next payment to the LP or, where applicable, remaining payments can be suspended. In the case of closed projects or upon request by the MA for ongoing projects, the LP is obligated to transfer the unduly paid out funds to the MA.

***Article 9: Information and communication, publicity and intellectual property rights***

1. The LP shall ensure that the PPs comply with all publicity, communication and branding obligations according to the regulations listed in Article 1 of this document and as further specified in the programme manual.

2. The LP takes full responsibility for the content of any notice, publication or publicity product provided to the MA which has been developed by the LP, any of the PPs, or third parties on behalf of the LP or the PPs.

3. On behalf of the programme bodies and of other programme promoters at national level, the MA is entitled to use the outputs of the project in order to guarantee a wide spread of the project deliverables and outputs, and to make them available to the public. The LP agrees that the outputs are forwarded by the MA to other programme authorities, as well as the countries participating in the programme, to use this material to showcase how the co-financing is used.

4. Any communication campaign, media appearance or other publicity of the project shall be communicated to the MA for potential website updates or showcases.

5. In the spirit of cooperation and exchange, the LP and the PPs shall ensure that all the outputs and results produced as a result of the project are in the public interest and publicly available. They should be accessible and available to the general public in a usable format. The MA/JS and any other relevant programme, EU and national body can use them for information and communication purposes in the framework of the programme.

6. The LP shall ensure that it has all rights to use any pre-existing intellectual property rights, if necessary for the implementation of the project.

7. The LP shall inform the MA if there is any sensitive or confidential information, or any pre-existing intellectual property rights related to the project that must be respected.

8. The project must comply with the web platform requirements described in the programme manual.

9. The LP authorizes the MA to use communication and visibility material produced by the project to showcase how the co-financing is used. The LP furthermore authorizes the relevant programme body/ies to forward this material to other programme bodies, programme promoters at national level, as well as Union institutions, bodies, offices or agencies. For this purpose, the LP ensures that a royalty-free, non-exclusive and irrevocable license to use such material and any pre-existing rights attached to it is granted to the NPA programme and Union bodies in accordance with Annex IX of (EU) 2021/ 1060 and further specified in the programme manual.

10. The MA shall be authorised to publish, in whatever form and on or by whatever medium, including the Internet, (parts of) the project data in order to fulfil its own reporting, communication and visibility obligations arising from the body of rules and regulations listed in Article 1. Personal data shall be processed in line with the GDPR (cf. Article 13 of this document).

***Article 10: Assignment, legal succession***

1. In the event of legal succession, the LP shall transfer all rights and duties under this Grant Letter to its legal successor and shall inform the MA of this legal succession. The same shall apply in case of legal succession for one or more of the PPs.

***Article 11: Complaints and litigation***

1. The LP is entitled to file a formal complaint on behalf of the partnership against any act and/or decision by the JS/MA/programme bodies related to the execution of the Grant Letter.

2. This Grant Letter is governed by and construed in accordance with the laws of Sweden. Thus, the laws of Sweden shall apply to all legal relations arising in connection with this contract.

3. Should a dispute arise between the MA and the LP, amicable solutions or mediation procedures shall be used prior to legal proceedings. The procedure to follow shall be laid down in part of the programme manual.

***Article 12: Termination of the Grant Letter***

1. The MA may terminate the Grant Letter and demand the repayment of programme co-financing, in full or in part, if any of the conditions listed in chapter 4, 1§ of SFS (Swedish Code of Statutes) No 2022:1379 “Regulation on the management of certain EU funds”are present:

a) the information provided is incorrect causing the co-financing to be incorrectly granted or to an amount which is not correct.

b) the co-financing for any other reason has been granted incorrectly or to an amount which is not correct and the recipient of the grant should have realized this;

c) the co-financing has not been used or there is reason to believe that the co-financing will not be used for the purpose for which it has been granted;

d) the conditions for the support have not been followed.

2. Upon termination of the Grant Letter by the MA, the LP shall receive a written notice with necessary instruction regarding the closure of the project. Where termination of the Grant Letter is based on paragraph 1 of this article, the MA may request full or partial repayment of amounts already paid from the co-financing, in proportion to the gravity of the irregularity in question, after allowing the LP to submit its clarification. The MA shall inform the LP by giving a written notice and without paying compensation of any kind.

***Article 13: Data management and data protection***

1. Any personal data under the Grant Letter shall be processed by the MA/ JS or other relevant programme bodies in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural person with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation/ GDPR).

2. In accordance with Article 4 of (EU) 1060/2021, the MA, other programme bodies and the Commission shall be allowed to process personal data where necessary for the purpose of carrying out their respective obligations under the body of rules and regulations referred to in Article 1, in particular for monitoring, reporting, communication, publication, evaluation, financial management, verifications and audits and, where applicable, for determining the eligibility of participants.

3. The MA may transfer project and /or personal data to relevant programme bodies and national authorities for the same purposes as listed in paragraph 2 of this article.

***Signatures***

According to chapter 4, 11§ of SFS (Swedish Code of Statutes) No 2022:1379 “Regulation on the management of certain EU funds”, this decision cannot be appealed.

The County Administrative Board of Västerbotten, acting as Managing Authority for the Interreg Northern Periphery and Arctic Programme 2021-2027, made the final funding decision after assessment by the Joint Secretariat.

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Name: First name, Last name Name: First name, Last name

Programme Director Head of Secretariat
Northern Periphery and Arctic Programme Northern Periphery and Arctic Programme
Managing Authority Joint Secretariat