

**Interreg VI-A Estonia-Latvia Programme****Agreement between the Lead Partner and the Project Partners (the Partnership Agreement)<sup>1</sup>**

Having regard to

- The whole Article 26, and Article 26.1.(a) of the Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments ((hereinafter referred to as the '*Interreg Regulation*') the Lead Partner shall lay down the arrangements with the other partners in an agreement comprising provisions that, inter alia, guarantee the sound financial management of the respective Union funds allocated to the Interreg operation, including the arrangements for recovering amounts unduly paid;
- As well as *mutatis mutandi* from the Subsidy Contract provisions Article 73.3. of the Regulation (EU) 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 (hereinafter referred to as the '*Common Provisions Regulation*'), the managing authority shall ensure that the beneficiary is provided with a document setting out all the conditions for support for each operation including the specific requirements concerning the products or services to be delivered, the financing plan, the time limit for its execution and where applicable, the method to be applied for determining the costs of the operation and the conditions for payment of the support,
- Article 22.6. of the Interreg Regulation, according to which for each Interreg operation, the managing authority shall provide a document to the Lead or sole partner setting out the conditions for support of that Interreg operation, including the specific requirements concerning the products or services to be delivered, its financing plan, the time-limit for its execution and, where applicable, the method to be applied for determining the costs of the operation and the conditions for payment of the support; and the Lead Partner's obligations with regard to recoveries pursuant to Article 52 of the Interreg Regulation;
- INTERREG Programme (Interreg VI-A) Estonia-Latvia, CCI No. 2021TC16RFCB043, approved by the European Commission on 30 November 2022 Decision No. C(2022) 8951;
- Programme Manual of the Cooperation programme Interreg VI-A Estonia-Latvia, applicable to the particular call, guidelines and templates available on the programme web-site;

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<sup>1</sup> If any provision of this Agreement or the application of any such provision shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision in the Agreement

## Estonia – Latvia

the following agreement shall be made between

Vidzeme Tourism Association, with its registered address at Pils square 1, Cesis, Latvia represented by its authorised representative Ilze Millere, Member of the board,

hereinafter referred to as the *'Lead Partner'*, as defined in Article 26 of the Interreg Regulation,

and

NGO Garden Pearls, with its registered address at Pils square 1, Cesis, Latvia, represented by its authorised representative Raitis Sijāts, Member of the board,

Riga Planning Region, with its registered address at Z. A. Meierovica Boulevard 18, Riga, Latvia, represented by its authorised representative Edvards Ratnieks, Chairman of Development Council,

Kurzeme Planning Region, with its registered address at Avotu 12, Saldus, Latvia represented by its authorised representative Māris Zusts, Chairman of Development Council,

Madona municipality government, with its registered address at Saieta square 1, Madona, Latvia, represented by its authorised representative Agris Lungevičs, Chairman of the Madona Municipality Council,

Valmiera municipality government, with its registered address at Lāčplēša street 2, Valmiera, Latvia, represented by its authorised representative Jānis Baikš, Chairman of the municipal council of Valmiera region ,

Gulbene municipality government, with its registered address at Ābeļu street 2, Gulbene, Latvia, represented by its authorised representative Andis Caunītis, Gulbene County Council Chairman,

Specially Protected Cultural Monument Turaida Museum Reserve, with its registered address at Turaidas street 10, Sigulda, Latvia, represented by its authorised representative Vija Stikāne, Deputy Director,

SIA "Saule Bīriņu Pils", with its registered address at Vīganti 1, Saulkrasti municipality, Sējas region, Latvia, represented by its authorised representative Solvita Muižniece, Member of the board,

Smiltene municipality government, with its registered address at Dārza street 3, Smiltene, Latvia, represented by its authorised representative Edgars Avotiņš, Chairman of the Smiltene Municipality Council,

NGO "Oleru muiža", with its registered address at Oleru muiža, Jeru parish, Valmiera municipality Latvia, represented by its authorised representative Ieva Zemīte, Chairman of the board,

University of Tartu, with its registered address at Ülikooli 18, Tartu, Estonia, represented by its authorised representative Siret Rutiku, Head of Grant Office,

NGO Estonian Rural Tourism, with its registered address at J.Vilmsi 53g, Tallinn, Estonia, represented by its authorised representative Raili Mengel, Member of the board,

**Estonia – Latvia**

Pärnu City Government, with its registered address at Suur-Sepa 16, Pärnu, Estonia, represented by its authorised representative Romek Kosenkranius, Head of Pärnu City Government,

Viljandi Municipality Government, with its registered address at Kauba 9, Viljandi, Estonia, represented by its authorised representative Alar Karu, Head of Viljandi Municipality Government,

Foundation Tõstamaa Manor, with its registered address at Kalli road 13, Tõstamaa, Estonia, represented by its authorised representative Toomas Mitt, Member of the board,

Municipal Agency “Cesu Municipality Tourism Development Agency”, with its registered address at Baznīcas square 1, Cesis, Latvia, represented by its authorised representative Madara Lasmane, Director,

hereinafter referred to as the ‘Project Partners’, in the meaning of other partners, as defined in Article Article 26.1.(a) of the Interreg Regulation,

for the implementation of the Interreg VI-A Estonia-Latvia (hereinafter referred to as the ‘Programme’) project EE-LV00038 Garden Pearls II “(hereinafter referred to as the ‘project’).  
The project was selected for financing by the MC on 20.-21.06.2023.

The total budget of the Project is € 1 155 991.00 , of which the European Regional Development Fund (hereinafter referred to as the ‘ERDF’) contribution is € 924 792.80 and co-financing by the Project Partners is € 231 198.20 The ERDF contribution makes up 80% of the total project budget.

### **Article 1 Project Objectives**

1.1 The project **EE\_LV00038 Garden Pearls II** conducted on the basis of the Programme shall contribute to the fulfilment of objectives, target values of the output and result indicators set out in the Programme.

### **Article 2 Subject of the Partnership Agreement**

2.1 By the present 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 cross-border partnership set up in order to complete the project EE-LV00038 Garden Pearls II as indicated in the annexes. The annexes comprise:

- Annex 1: Final version of the Application Form validated in the Joint Electronic Monitoring System (hereinafter referred to as the ‘Jems’), including annexes;

2.2 The annexes, including all provisions they are based on and refer to, are considered to be an integral part of this agreement.

### Article 3

#### Duration of the Agreement

- 3.1. The Partnership Agreement shall be concluded prior to signing the Subsidy Contract and shall enter into force on the date on which the last signature is given. The Partnership Agreement shall remain in force until the Lead Partner has discharged in full his obligations towards the Managing Authority. In case the Subsidy Contract is not signed, the Partnership Agreement is not valid.

### 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 approved application and the Subsidy Contract. The Lead Partner assumes sole responsibility for the entire *project vis-à-vis* the Managing Authority.
- 4.2 The Lead Partner shall fulfil all obligations arising from Article 26 of the Interreg Regulation, the Subsidy Contract and the approved application. In particular, the Lead Partner shall fulfil the following obligations:
- 4.2.1 appoint or sub-contract a project manager, qualified to handle the thematic co-ordination of the project activities, able to act as a driving force in the partnership to achieve the objectives laid down in the application, fluent in English.
  - 4.2.2 appoint or sub-contract a financial manager, who is responsible for the accounts, financial reporting, and internal handling of the ERDF funds and national co-financing.
  - 4.2.3 appoint or sub-contract a communication manager, who is qualified to carry out the visibility and communication activities of the project according to the nature of the project. The tasks of the project, financial and communication managers can be carried out by one or two qualified persons.
  - 4.2.4 prepare a work-plan setting out the activities of the project, the role and tasks of the Project Partners in their implementation and a detailed time-schedule;
  - 4.2.5 ensure that tasks of the Project Partners set forth in the work-plan are subsequently fulfilled;
  - 4.2.6 draw up and present timely via Jems progress reports, consisting of an activity report and verified financial reports of the Project Partners and the final report, as defined in the Programme Manual Chapters 5.6, 7.7, 7.8 and in the Subsidy Contract;
  - 4.2.7 ensure that the partners respect and observe the EU and national legislation concerning financial management and reporting, public procurement, state aid and visibility rules.
  - 4.2.7 request payments from the MA;
  - 4.2.8 receive payments from the MA and take actions to transfer portions due to the partners on the basis of the financial report approved by the MA within five (5) working days after receiving the payment from the MA;

**Estonia – Latvia**

- 4.2.9 manage and verify appropriate spending of the subsidy awarded;
- 4.2.10 carry out the project's overall accounting;
- 4.2.11 communicate with the bodies implementing the Programme;
- 4.2.12 ensure proper communication with and among the partners, as well as wider public of both countries;
- 4.2.13 react promptly to any request by the bodies implementing the Programme;
- 4.2.14 notify the partners immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the project;
- 4.2.15 inform the JS at first opportunity about any delays and obstacles that occur during the implementation of project activities and reporting;
- 4.2.6 produce all documents required for the controllers, provide necessary information and give access to its premises and the locations where take place the project activities;
- 4.2.17 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 at least until the date, which is specified in the Subsidy Contract; other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected;
- 4.2.18 report on result indicators related to cooperation, joint strategies and action plans, participations in joint actions and solutions taken up or upscaled during or after the project completion. When Lead Partner fails to meet the obligation to report on data and evidence on the fulfilment of the result indicators as specified in chapter 3 of the Programme Manual, the MA may apply a financial correction 5% from the project's certified expenditure;
- 4.2.19 provide the independent assessors carrying out evaluations of the Programme with any document or information necessary to assist with the evaluation;
- 4.2.20 request changes to the project activities and budget;
- 4.2.21 comply with EU and national legislation.

**Article 5  
Project Partners**

Every partner shall accept the following duties and obligations:

- 5.1 to authorise the Lead Partner to sign the Subsidy Contract with the Managing Authority and represent Project Partners in all dealings with the Managing Authority in the context of the Project's implementation;
- 5.2 appoint a project co-ordinator who shall be the contact point between the Project Partner and the project manager and give the project co-ordinator the authority to represent the partner in the project;
- 5.3 expeditiously carry out the specific activities set out in the project work-plan;
- 5.4 submit a partner report via Jems to the controllers within 10 working days after the reporting period;
- 5.5 produce and deliver to the Lead Partner all information necessary for payment requests;

**Estonia – Latvia**

- 5.6 notify the Lead Partner immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the project (e.g. replacement of the project co-ordinator, changes in partner's budget, deviations from work-plan, delays in implementation etc.);
- 5.7 enable the controllers, Joint Secretariat, Managing Authority, Audit Authority and other national public auditing bodies authorised by the Audit Authority to carry out on the spot checks and visits in the premises of the partner and in the locations where the project activities take place; and to provide them with all necessary information and documents requested during on the spot checks and visits;
- 5.8 produce all documents required for controllers, provide necessary information and, for audit purposes, give access to its premises and in the locations where the project activities take place;
- 5.9 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 at least until the date which is specified in the Subsidy Contract; other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected;
- 5.10 provide the independent assessors carrying out evaluations of the Programme with any document or information necessary to assist with the evaluation;
- 5.11 respect all rules and obligations laid down in the Subsidy Contract and the co-financing statement each partner has signed for the application;
- 5.12 react promptly to any request by the Lead Partner and the bodies implementing the Programme;
- 5.13 comply with the Visibility Guidelines of the Programme;
- 5.14 comply with EU and national legislation.
- 5.15 notify the Joint Secretariat by sending a signed letter in case of changes in the official name of project partner.

**Article 6****Budgetary and financial management, accounting principles**

- 6.1 The Lead Partner is the sole responsible party to the Managing Authority and the Monitoring Committee for the budgetary and financial management of the project. The Lead Partner shall be responsible for laying down the arrangements to guarantee sound financial management of the ERDF funding.
- 6.2 The Lead Partner shall be responsible for the realisation of payment requests and the transfer of payments to its partners as well as for an application for reallocation between budget lines. For each financial claim, following payment of funds to the Lead Partner, the Lead Partner shall take actions to transfer portions due to the partners on the basis of the financial report approved by the Managing Authority within five (5) working days after receiving the payment from the Managing Authority. No deduction, retention or further specific charge shall be made.
- 6.3 The Lead Partner must ensure the correctness of the accounting and financial reports and documents drawn up by the partners. The Lead Partner may request further information, documentation and evidence from the partners to that effect.
- 6.4 Every partner will be held responsible for its budget up to the amount as to which the partner participates in the project and pledges to release its part of the co-funding.

## Estonia – Latvia

- 6.5 Every partner commits to open a separate bank account or a separate cost centre in the accounting system for the project and to ensure that any received subsidy can be clearly identified.
- 6.6 Every partner is obliged to have their expenditure certified by a financial control body.
- 6.7 The Lead Partner shall be entitled to request partners accounting reports or other documents, including copies of all pieces of evidence (invoices, documents related to tender, bank statement, etc.).
- 6.8 In default of evidence or in the event of non-fulfilment of the rules concerning eligibility of expenditure, the Lead Partner shall ask the partners to redraft the submitted financial documents. In case of repeated non-fulfilment, the Lead Partner shall be entitled to deny the expenditure declared by a partner. In that case, the Lead Partner is obliged to inform the partner concerned on the denial of the expenditure declared and the motivation thereto; also, the JS shall be informed.

### **Article 7 Cost-sharing**

- 7.1 In the event of cost-sharing the Project Partners have to sign a cost-sharing agreement. Otherwise, the cost-sharing is not eligible.
- 7.2 Shared costs are eligible only in case those are paid out from Project Partners' accounts. A cost-sharing, where Lead Partner is withholding a certain amount of partners' expenditure after receiving payment from the Managing Authority, is not eligible.

### **Article 8 Conflict of interests**

- 8.1 The Lead Partner and Project Partners must undertake all necessary precautions to avoid conflicts of interest and must inform the Joint Secretariat without delay of any situation constituting or likely to lead to any such conflict.
- 8.2. There is a conflict of interests where the impartial and objective exercise of the functions of any person involved in the project is compromised for reasons involving family, emotional life, political or national affinity, economic interest, or any other shared interest with another person.

### **Article 9 Modification of the work-plan and budget reallocation**

- 9.1. Before applying to the Joint Secretariat for reallocation of total costs as stated in the approved application from one budget line to another, the Lead Partner shall obtain the approval of its partners.
- 9.2. Any request for amendment of the Subsidy Contract presented by the Lead Partner to the Managing Authority shall be authorised by the partners of the project beforehand.

**Estonia – Latvia**

- 9.3. Any modification of the work-plan shall be authorised by the partners of the project beforehand.

**Article 10  
Reports**

- 10.1 Every partner commits to providing the Lead Partner with the information needed to draw up progress reports and other specific documents required by the Joint Secretariat or other bodies implementing the Programme. The reporting periods as laid down in the Subsidy Contract Article 4, Programme Manual Chapters 7.7, 7.8, as well as instructions in the reporting forms must be observed.
- 10.2 The submission of progress reports and all relevant official communication with the bodies implementing the Programme will take place via Jems and will be available for all the Project Partners in the Jems.

**Article 11  
Communication and visibility**

- 11.1 The Lead Partner and the partners ensure adequate promotion of the project both towards potential beneficiaries and towards the general public. In communication and visibility actions, the Programme's Visibility Guidelines and Programme Manual Chapters 4.4 and 7.2 should be followed.
- 11.2 Any notice of publication by the project, including at a conference or a seminar, must specify that the project has received a subsidy from the Programme funds, in compliance with the requirements set in the Programme Manual and Visibility Guidelines; as well as in compliance with the requirements set by the regulatory framework in Article 1 Applicable legal framework.
- 11.3 In any public material used to promote or disseminate the project activities whether printed or electronically available, on objects and information carriers, the use of the Programme logo, that includes the EU emblem (flag) and reference to the European Regional Development Fund, is mandatory as set out in the Programme Manual and Visibility Guidelines.
- 11.4 Each project partner of shall acknowledge support from the Programme by:
- 11.4.1 providing on the partner's official website or social media sites, where such sites exist, a short description of project, proportionate to the level of support provided by the Programme including its aims and results, and highlighting the financial support from the Programme;
- 11.4.2 displaying durable plaques or billboards clearly visible to the public, presenting the emblem of the Union in accordance with the technical characteristics laid down in the Visibility Guidelines of the Programme, as soon as the physical implementation of a project involving physical investment or the purchase of equipment starts or purchased equipment is installed, with regard to projects supported by the Programme, the total cost of which exceeds EUR 100 000;
- 11.4.3 for projects, the total cost of which does not exceed EUR 100 000, publicly displaying at least one poster of a minimum size A3 or equivalent electronic display with information about the project highlighting the support from the Programme, except where the beneficiary is a natural person;



**Estonia – Latvia**

11.4.4 for projects of strategic importance and projects whose total cost exceed EUR 5 000 000 organising a communication event and involving the Commission and the responsible managing authority in a timely manner.

- 11.5 The partners commit to playing an active role in any actions organised to capitalise on, disseminate and promote the results of the project. If requested by the Joint Secretariat/Managing Authority, the partners will undertake necessary actions in order to gather and save the project data and information for the input to the evaluation of the Programme.
- 11.6 The partners agree that the Managing Authority, European Commission and Joint Secretariat shall be authorised in the frames of the Programme to publish, in whatever form and on or by whatever medium, including the Internet, the following information:
- the name of the Lead Partner and its partners,
  - the purpose of the subsidy,
  - the amount granted and the proportion of the total costs of the project accounted for by the funding,
  - the geographical location of the project,
  - Information on earlier publicity of the project.

**Article 12  
Confidentiality**

- 12.1 Although the nature of the implementation of the project is public, part of the information exchanged in the context of its implementation between the Lead Partner and the partners, the partners themselves or bodies implementing the Programme can be confidential. Only documents and other elements explicitly provided with the statement “confidential” shall be regarded as such.
- 12.2 The Lead Partner and the partners 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 Partner and the partner institution that provided the information.
- 12.3 This confidentiality clause shall remain in force for two years following the termination of this agreement.

**Article 13  
Cooperation with third parties, delegation and outsourcing**

- 13.1 In the event of cooperation with third parties, delegation of part of the activities or outsourcing, the partners shall remain the sole responsible parties to the Lead Partner and through the latter

**Estonia – Latvia**

to the bodies implementing the Programme concerning compliance with their obligations by virtue of the conditions set forth in this agreement including its annexes.

- 13.2 The Lead Partner shall be informed by the partners about the subject and party of any contract concluded with a third party.

**Article 14****Assignment, legal succession**

- 14.1 Neither the Lead Partner nor the partners are allowed to assign their duties and rights under this agreement without the prior consent of the other parties to this agreement, the Managing Authority and the Monitoring Committee.
- 14.2 The change of the partnership, whether of the Lead Partner or Project Partners, which involves the assignment of the duties and rights by the Lead Partner or Project Partners to new organisations, must be approved by the Managing Authority and the Monitoring Committee.
- 14.3 In the case of legal succession, the Lead Partner or the partner concerned is obliged to transfer all duties under this agreement to the legal successor.

**Article 15****Non-fulfilment of obligations or delay**

- 15.1 Every partner is obliged to promptly inform the Lead Partner and to provide the latter with all necessary details should there be events that could jeopardise the implementation of the project.
- 15.2 Should one of the 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. The Lead Partner shall make any effort to contact the partners in resolving the difficulties including seeking the assistance of the Joint Secretariat.
- 15.3 Should the non-fulfilment of obligations continue, the Lead Partner may decide to exclude the partner concerned from the project, with approval from the Monitoring Committee. The Joint Secretariat shall be informed immediately if the Lead Partner intends to exclude a partner from the project.
- 15.4 In default of providing timely the Lead Partner with the information needed to draw up progress reports, the Lead Partner shall be entitled to deny the expenditure requested by a partner.
- 15.5 The excluded partner is obliged to refund to the Lead Partner 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.
- 15.6 In case of non-fulfilment of a partner's obligation having financial consequences for the funding of the project as a whole, the Lead Partner may demand compensation to cover the sum involved. Based on the claim sent by the Lead Partner, the respective partner has to repay the requested amount.

**Article 16**

**Estonia – Latvia****Demand for repayment by the Managing Authority**

- 16.1 Should the Managing Authority of the Programme submit a Financial correction decision to the Lead Partner in accordance with the provisions of the Subsidy Contract and other Programme documents and demand repayment of subsidy already transferred, every partner concerned is obliged to transfer its portion of the repayment amount to the Lead Partner. The Lead Partner shall, without delay, submit the letter by which the Managing Authority has asserted the repayment claim to the Project Partners and notify every partner of the amount repayable.
- 16.2 In case the partners have signed the cost-sharing agreement according to Article 7 of this Partnership Agreement, and the expenditure under the cost-sharing agreement has become ineligible, the repayment shall be effected, as stipulated in the cost-sharing agreement.
- 16.3 The repayment by the partners to the Lead Partner is due within two weeks following the notification by the Lead Partner. The Lead Partner will transfer the repayable amount to the Managing Authority as specified in the Financial correction decision sent by the Managing Authority to the Lead Partner.
- 16.4 The Financial correction decision decreases the project budget in the Application Form, but financial consequences, resulting from Financial correction decisions, do not entail changes to this Partnership Agreement.

**Article 17****Disputes between partners**

- 17.1 In case of any disputes among themselves, the Project Partners are obliged to work towards an amicable settlement.
- 17.2 The Project Partners may form a body consisting of the representatives of the Project Partners and representatives from outside the project should they so wish for solving the disputes.
- 17.3 The Lead Partner will inform the non-involved partners on a dispute and may, on its own initiative or upon request of a partner, ask the Joint Secretariat for advice.
- 17.4 Should a compromise between the Project Partners or within a body consisting of the representatives of all Project Partners not be possible, the matter will be finally decided in accordance with the jurisdiction of the country where the Lead Partner is located.

**Article 18****Representation of the project and partners in complaint procedure**

- 18.1 Lead Partner represents the project and all the partners in complaint procedures towards third bodies and is entitled to file a complaint. Lead Partner collects and brings forward the complaint reasons from all Project Partners.

**Article 19****Durability and ownership of results**

**Estonia – Latvia**

- 19.1 In accordance with Article 65 of the Common Provisions Regulation and with Chapter 5.6.6 of the Programme Manual the ownership of the outputs having the character of investments in infrastructure and productive investments produced during the project implementation shall remain with the Lead Partner or Project Partner for at least five years from the final payment to the beneficiary or within the period set out in State Aid rules, where applicable. In case of SMEs the time-limit is three years.
- 19.2 Project Partners are obliged to repay the ERDF contribution if within five years of the final payment to the beneficiary, within ten years in case of State aid, or within three years in cases concerning the maintenance of investments or jobs created by SMEs, the respective partner is subject to any of the following:
- a cessation or transfer of a productive activity outside the programme area;
  - a change in ownership of an item of infrastructure which gives to a firm or a public body an undue advantage;
  - a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives.
- The Lead Partner is obliged to notify the Managing Authority of any such changes described beforehand. Sums unduly paid in respect of the operation shall be recovered by the Managing Authority in proportion to the period for which the requirements have not been fulfilled.
- 19.3 The Lead Partner ensures that the arrangements with respect to ownership, titles and industrial and intellectual property rights relating to the outputs of the projects are in accordance with the durability requirements.
- 19.4 Where relevant, the Lead Partner and Project Partners ensure that results and outputs of the project are available and accessible to the public free of charge.

**Article 20****Working languages**

- 20.1 The official working language of the programme shall be English. All official correspondence between the Programme authorities and the Project Partners shall be in English. In case of need any official internal document of the project shall be made available in English.

**Article 21****Applicable law, translation languages**

- 21.1 This agreement is governed by law of the Lead Partner's country.
- 21.2 In the event of translation of this agreement and its annexes, the English version shall prevail.

**Estonia – Latvia****Article 22  
Nullity**

- 22.1 If any provision in this agreement should be wholly 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 ineffective provision.

**Article 23  
Amendment of the agreement**

- 23.1 This agreement shall only be amended in writing by means of an amendment to that effect signed by all parties involved.
- 23.2 Modifications to the project that have been approved by the Monitoring Committee and approved or accepted by the JS can be carried out without amending this agreement.

**Article 24  
Lapse of time**

- 24.1 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. In the event of legal proceedings concerning a claim to the repayment of funds, a period of three years following the last transfer shall be applied.

**Article 25  
Domicile**

- 25.1 To the effect of this agreement, the partners shall irrevocably choose domicile at the address stated in the application form (Annex I to this agreement) where any official notifications can be lawfully served.
- 25.2 Any change of domicile shall be forwarded to the Lead Partner within fifteen (15) days following the change of address by registered mail.

**Signatures:**

<p><b>Lead Partner</b> <b>Vidzeme Tourism Association</b></p> <p>Signed digitally Ilze Millere Member of the board Date in the digital signature</p>	<p><b>Project Partner 2</b> <b>NGO Garden Pearls</b></p> <p>Signed digitally Raitis Sijats Member of the Board Date in the digital signature</p>
<p><b>Project Partner 3</b> <b>Riga Planning Region</b></p> <p>Signed digitally Edwards Ratnieks Chairman of Riga Planning Region Development Council  Date in the digital signature</p>	<p><b>Project Partner 4</b> <b>Kurzeme Planning Region</b></p> <p>Signed digitally Māris Zusts Chairman of Kurzeme Planning Region Development Council  Date in the digital signature</p>
<p><b>Project Partner 5</b> <b>Madona municipality government</b></p> <p>Signed digitally Agris Lungevičs Chairman of the Madona Municipality Council  Date in the digital signature</p>	<p><b>Project Partner 6</b> <b>Valmiera municipality government</b></p> <p>Signed digitally Jānis Baikš Chairman of the municipal council of Valmiera region  Date in the digital signature</p>
<p><b>Project Partner 7</b> <b>Gulbene municipality government</b></p> <p>Signed digitally Andis Caunītis Gulbene County Council Chairman  Date in the digital signature</p>	<p><b>Project Partner 8</b> <b>Specially Protected Cultural Monument Turaida Museum Reserve</b></p> <p>Signed digitally Vija Stikāne Deputy Director  Date in the digital signature</p>
<p><b>Project Partner 9</b> <b>SIA “Saule Bīriņu Pils”</b></p> <p>Signed digitally Solvita Muižniece Director, member of the board  Date in the digital signature</p>	<p><b>Project Partner 10</b> <b>Smiltene municipality government</b></p> <p>Signed digitally Edgars Avotiņš Chairman of the Smiltene Municipality Council  Date in the digital signature</p>

## Estonia – Latvia

<p><b>Project Partner 11</b> <b>NGO “Oleru muiža”</b></p> <p>Signed digitally Ieva Zemīte Chairman of the board</p> <p>Date in the digital signature</p>	<p><b>Project Partner 12</b> <b>University of Tartu</b></p> <p>Signed digitally Siret Rutiku Head of Grant Office</p> <p>Date in the digital signature</p>
<p><b>Project Partner 13</b> <b>NGO Estonian Rural Tourism</b></p> <p>Signed digitally Raili Mengel Member of the board</p> <p>Date in the digital signature</p>	<p><b>Project Partner 14</b> <b>Pärnu City Government</b></p> <p>Signed digitally Romek Kosenkranius Head of Pärnu City Government</p> <p>Date in the digital signature</p>
<p><b>Project Partner 15</b> <b>Viljandi Municipality Government</b></p> <p>Signed digitally Alar Karu Head of Viljandi Municipality Government</p> <p>Date in the digital signature</p>	<p><b>Project Partner 16</b> <b>Foundation Tõstamaa Manor</b></p> <p>Signed digitally Toomas Mitt Member of the board</p> <p>Date in the digital signature</p>
<p><b>Project Partner 17</b> <b>Municipal Agency “Cesu Municipality Tourism Development Agency”</b></p> <p>Signed digitally Madara Lasmane Director</p> <p>Date in the digital signature</p>	