



Partnership Agreement

It is a regulatory requirement that all projects draw up and sign a Partnership Agreement. This template must be used as a minimum approach to cover the regulatory requirements. All additional agreements between partners have to be made in an annex to the Partnership Agreement.

Preamble

Having regard to:

Article 26 (1) a of Regulation (EU) 2021/1059;

the following agreement is hereby made between the lead partner (LP) of the project and the project partners as listed in the project application for the implementation of the Interreg North Sea Programme project [project number, NEw Skills & Spaces Impulse for the Education of aspirant energy-transition installers (NESSIE) , approved by the Monitoring Committee of the Interreg North Sea Programme on 25-10-2023.

Article 1: Legal framework

1. The following legal provisions and documents constitute the contractual basis of this partnership agreement and the legal framework for the implementation of the project NEw Skills & Spaces Impulse for the Education of aspirant energy-transition installers:

- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, as further specified below;
- The Interreg Programme, approved by the European Commission on 11.08.2022 (Decision No. C (2022) 5939 final) setting the programme (hereinafter referred to as Interreg North Sea Programme);

- The programme rules of the Interreg North Sea Programme (Fact sheets);
- The laws of the PP's countries applicable to this contractual relationship;

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

- 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 repealing Council Regulation (EC) No 1303/2013, 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 repealing Regulation (EC) No 1301/2013, 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 repealing Regulation (EC) No 1299/2013, 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;
- Project data, comprising but not limited to latest project documentation such as application form and all project information available in the Online Monitoring System;
- the project contract, concluded between the LP of the project and the MA;
- All guidelines and any other documents relevant for project implementation (e.g. guidance notes for the individual calls, fact sheets 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: Definitions

For the purposes of this partnership agreement, the following definitions apply:

- a) Project partner (PP): any institution financially participating in the project and contributing to its implementation, as identified in the approved application form. It corresponds to the term “beneficiary” used in the European Structural and Investment Funds Regulations.
- b) Lead partner (LP): the project partner designated by all partners and who assumes responsibility for ensuring implementation of the entire project according to Articles 23 (5) and 26 (1) b of Regulation (EU) No 2021/1059.
- c) Project data: data comprising but not limited to latest project documentation such as application form and all project information available in the Online Monitoring System.

Article 3: Subject of the Partnership Agreement

This partnership agreement lays down the arrangements regulating the relations between the LP and all the PPs, in order to ensure sound implementation of the project as in the latest approved version of the application form, as well as in compliance with the conditions for support set out in the European Structural and Investment Funds Regulations, delegated and implementing acts, the programme specific rules based thereon, and the project contract signed between the MA and the LP.

Article 4: Duration of the partnership agreement

The present partnership agreement comes into force on the date on which it is signed by all parties (LP and all PPs), and under the condition that the project is approved for co-financing by the Programme. It remains in force until the LP and PPs have completed in full their obligations as further defined in article 6 of this agreement towards the MA and any relevant European body.

Article 5: Roles and duties in the partnership

- The LP is entitled to represent the PPs in the project.
- Is responsible for the overall coordination, management and implementation of the project towards the MA.
- Ensures timely commencement and implementation of the activities within the lifetime of the project, in compliance with all obligations to the MA. The LP must notify the JS of any factors that may adversely affect implementation of the project activities and/or financial plan.
- Monitors the delivery of the agreed project activities, outputs and results.
- Prepares and submits the project progress reports, including supporting documents, according to the Fact Sheets, and additional requested documents and/or information from JS and MA.
- Addresses requests for project modifications, according to the Fact Sheets.
- Is, in general, the contact point representing the partnership for any communication with the JS/MA or any other of the programme bodies.
- Provides the partners with all relevant project documents, and reports on the implementation of the project. The LP must regularly inform the PPs of all relevant communication between the LP and the JS/MA.
- Carries out any other tasks agreed with the project partners.

PPs are responsible for carrying out specific project activities in the manner and scope indicated in the application form or agreed in writing with the other partners in the project. PPs commit themselves to undertake all steps necessary to support the LP in fulfilling its obligations as specified in the project contract signed between the MA and the LP, as well as in this partnership agreement.

The PPs must:

- Actively cooperate in the implementation of the project;
- Cooperate in the staffing and/or financing of the project in accordance with the partnership agreement;
- Keep to other obligations on the basis of this partnership agreement.
- Provide the LP with all the information and documents required for coordinating and regularly monitoring the technical and financial progress of the project; and necessary in preparing the progress and final reports concerning the part of the project that the partner is responsible for;
- provide any additional information related to reporting to the LP or JS/MA if requested, in due time.

The PPs are responsible for:

- Carrying out the specific activities set out in the project data;
- Complying with any deadlines set by the programme, the LP or agreed within the partnership
- Notifying the LP of any factors that may adversely affect implementation of the project in accordance with the project data;

In particular, for the part of the project for which it is responsible, each PP must ensure:

- That it is in compliance with relevant rules concerning, inter alia, equal opportunities, protection of the environment, financial management, branding, public procurement and State Aid;
- That it is implemented in accordance with the rules and procedures set in the Fact Sheets;

Article 6: Financial management of the project

Each PP must:

- set up separate accounts or adequate bookkeeping systems for the financial settlement of the project, ensuring that expenditure and revenues, as well as the received national and programme co-financing related to the project, are clearly identified.
- strictly follow the EU eligibility rules as well as further eligibility rules set up by the programme in the Fact Sheets and, if applicable, national rules.
- Be responsible for guaranteeing the sound financial management of programme funds received and, in cases of recovery, for reimbursing the LP or relevant programme body directly for unduly paid programme funds, in accordance with the rules and procedures set in the Fact Sheets;
- Regularly submit expenditures for verification to the designated controllers, according to the rules set at programme and national level. Verified expenditures must be submitted through the Online Monitoring System to the LP immediately after verification
- Return to the LP or any relevant programme body any amounts of programme co-financing unduly paid concerning their participation in the project, in accordance with the rules and procedures set in the Fact Sheets. In the case of national co-financing, the specific regulation of the country granting it applies.
- ensure that the expenses incurred are strictly related to the project activities, in line with the project data.
- ensure that programme requirements on eligibility of expenditure, as provided for in the Fact Sheets and in line with the project contract signed between the MA and the LP, are strictly respected.
- set up a physical and/or electronic archive where data, records and documents composing the audit trail are stored, in compliance with the requirements described in the Fact Sheets.

Furthermore, the LP must:

- Ensure that the expenditure presented by the PPs participating in the project has been incurred for the purpose of implementing the project, which means that it corresponds to the activities agreed between those partners as specified in the project data.
- Verify that the expenditure presented by the PPs participating in the project has been validated by the controllers, according to the rules set at programme and national level.
- Receive EU co-financing for the entire project and transfers it to the other partners participating in the project within 31 days¹ of its receipt.
- Constantly monitor the spending of the project budget foreseen for each PP, and ensure that budget shifts are carried out within the limits and according to the rules as set out by the programme in the Fact Sheets,
- Put together in writing and as an annex to this partnership agreement, a clear and transparent description for how shared costs should be handled. The annex should also indicate the expected amount of shared costs each PP can expect to cover during the lifetime of the project.

If a PP fails to inform the LP of any deviation from the project data, the LP is then entitled to refuse to include in the project report the costs of this partner that are connected to such deviations and/or that result in an overspending of the approved budget of this partner. Similarly, if a PP fails to provide the necessary input for the preparation of the project reports within the deadline agreed with the LP, the LP may refuse to report the costs of this PP to the programme, in agreement with the JS/MA.

The PPs (including the LP) must provide access to the premises, documents and information, irrespective of the medium in which they are stored, for verifications by the MA, the JS, the AA, relevant national authorities, authorised representatives of the EC, the European Anti-Fraud Office, the European Court of Auditors, the Group of Auditors and any external auditor authorised by these institutions or bodies. These verifications may take place up to 5 years from 31 December of the year of the last payment from the programme to the LP or PP. The PPs must ensure that all original documents, or their certified copies, in line with the national legislation related to the implementation of the project, are made available until the above final date of possible verifications, and until any on-going audit, verification, appeal, litigation or pursuit of claim has been completed.

Article 7: Recoveries

Should the MA represented by the JS, in accordance with the provisions of the respective articles of the project contract, demand repayment of programme funds already transferred, each PP must transfer to the LP or relevant programme body any amounts paid to them in excess, according to the rules and timeframe as set out by the programme in the Fact Sheets and the project contract and recovery documents.

¹ in accordance with Regulation No. 2021/1059 Article 26(2)

In such cases, the LP must immediately forward to the PPs the recovery documents received from the MA/JS, by which the MA/JS has asserted the repayment claim, and notify every PP of the amount repayable.

If the recovery concerns the LP alone, then the LP must not stop payments to the other PPs.

Article 8: Modifications, withdrawal from obligations and non-fulfilment of obligations

The LP and each PP agree not to withdraw from the project unless there are unavoidable reasons for doing so. Should this nonetheless happen, the LP and the remaining PPs must find a solution in agreement with the rules and procedures as described in the Fact Sheets.

If a PP fails to comply with its obligations under this partnership agreement, the partnership may decide as a last resort to remove this PP from the project and request modifications as outlined in the Fact Sheets.

If a PP does not comply with its obligations as agreed upon in this partnership agreement and its relevant annexes, the concerned PP shall be the sole responsible for any liabilities, damages and costs, resulting from the non-compliance.

No PP shall however be held liable for not complying with its obligations as agreed upon if the non-compliance be caused by force majeure. In such a case, the PP involved must announce this immediately in writing to the LP and the other PPs.

The LP can, if necessary, request modifications of the project data to the JS/ MA or other relevant programme body. Any modifications requested, including budget, partnership and operational changes, must be agreed and authorised by the PPs of the project beforehand, according to pre-agreed rules of procedure or other decision-making mechanism established in the partnership.

The LP and PPs must strictly follow the provisions of the Fact Sheets when requesting and/or implementing modifications in the project.

Article 9: Information and communication, publicity and branding

The LP and the PPs must comply with the EU publicity rules as well as the communication requirements outlined in the Fact Sheets and provide any material developed during the lifetime of the project that may be useful to publications at the programme level.

The LP and PPs ensure that any outcome and result produced during project implementation can be used by all interested parties and organisations and are in the public interest and publicly available. Moreover, the PPs will support the LP and play an active role in any actions organised by the programme to disseminate and capitalise on project results.

Article 10: Intellectual property rights, confidentiality and conflict of interest

The LP and PPs must undertake to comply with all applicable national and EU law, including but not limited to laws on intellectual property rights, especially copyright, regarding any output produced as a result of project implementation.

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

The result of the joint activities covered by the agreement concerning reports, documents, studies, electronic data and other outputs, are the joint property of the partnership, unless specifically agreed otherwise.

The LP and PPs are obliged to take all necessary measures in order to avoid conflicts of interest, and to keep each other informed without delay on any circumstances that have generated or may generate such conflict.

The LP and PPs are obliged to inform the relevant programme bodies if there is any sensitive or confidential information related to the project that may not be published or made publicly available. This clause does not affect the LP and PPs obligation to make all results and outputs of the project available to the public.

Article 11: Dispute settlement

Disputes arising between PPs or between the LP and PP/PPs concerning their contractual relationship and, more specifically, the interpretation, performance and termination of this agreement should strive to be resolved amicably. Should this not be possible, the law of the country of the LP shall apply.

In case of amicable resolution of disputes in the partnership, the JS/ MA may act as mediator.

Article 12: Third party contracts, liability and outsourcing

In the case of cooperation with third parties including but not limited to sub-contractors and in-house bodies, with regard to the project, the relevant PP remains solely responsible towards the other PPs concerning compliance with its obligations as set out in the Fact Sheets. PPs must inform each other about the scope of such contracts and the names of the contracted parties.

Should a PP not comply with its obligations, this PP shall be the sole responsible for damages and costs resulting from this non-compliance.

Article 13: Assignment, legal succession



In case of legal succession, e.g. where the LP or any PP changes its legal form, the LP or PP is obliged to transfer all duties and obligations under this partnership agreement to its successor. Legal succession shall be formalised according to the rules as set out in the Fact Sheets.

Article 14: Amendment of the partnership agreement

An amended partnership agreement must be signed by all PP's. The LP must present the amended partnership agreement to the relevant programme body without undue delay.

Modifications to the project (e.g. concerning activities, time schedule or budget) that have been approved by the programme authorities, in compliance with the respective Fact Sheet on project changes, can be carried out without amending the present agreement.

Article 15: Termination

The partnership agreement must be terminated as a consequence of termination of the project contract.

Following termination of the partnership agreement, the LP and PPs are still obliged to comply with all the requirements after closure, such as recoveries or document retention for audit and evaluation purposes.

Final Provisions

The partnership agreement is written in English since the working language of the project shall be English.

In case of conflicting clauses or interpretation thereof between this agreement and the project contract, the project contract takes precedence.

If any provision in this partnership agreement should be wholly or partly ineffective, the parties to the partnership agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

Amendments and supplements to the present agreement must be in written form. Consequently, any changes to the present agreement will only be effective if they have been agreed on in writing.



Abbreviations

AA - Audit Authority

AF - Application Form

EC - European Commission

ERDF - European Regional Development Fund

EU - European Union

JS - Joint Secretariat

LP - Lead Partner

MA - Managing Authority

MC - Monitoring Committee

NA - National Authority

PP(s) - Project Partner(s)

Addendum 1. Reporting

It is the responsibility of all beneficiaries, individually, to

1. Provide a full progress report on activities each 6 months
3. Provide a statement of expenditure every 6 months; either full with FLC check with a request for payment or a zero-claim.
4. Provide a final report on activities and expenditure Reports must be submitted no later than the deadlines given by the Lead Partner. Partners are encouraged to submit the reports as soon as possible and before the deadline to provide a smooth flow of project funding to all partners. The deadline to the Program Secretariat will be sent by the lead partner to all partners in a separate message and these cannot be exceeded. The deadlines can be subject to change and in that case each partner will be informed in due time.

**Reporting
schedule**

MC selection:	25 October 2023
Project start date:	1 January 2024
Project end date:	31 March 2027

report #		Reporting period		Partner reporting 1 month per partner Max. 3 months for controllers - maybe less - TBC		Project level reporting	
		Start date	End date	Start date	Submission to LP	Start date	Submission to JS
1	1rst Activity report + finance report (compulsory)	25-10-2023	30-04-2024	01-05-2024	01-07-2024	01-07-2024	01-08-2024
2	Activity report	01-05-2024	31-10-2024	01-11-2024	14-01-2025	14-01-2025	14-02-2025
3	Mid Term Report + mandatory finance report	01-11-2024	30-04-2025	01-05-2025	01-07-2025	01-07-2025	01-08-2025
4	Activity report	01-05-2025	31-10-2025	01-11-2025	14-01-2026	14-01-2026	14-02-2026
5	Activity Report +	01-11-2025	30-04-2026	01-05-2026	01-07-2026	01-07-2026	01-08-2026

	mandatory finance report						
6	Activity report	01-05-2026	31-10-2026	01-11-2026	14-01-2027	14-02-2027	14-03-2027
7	Final report: Full report + mandatory finance report	31-10-2027	31-03-2027				31-6-2027

+3 months max deadline 28/06/27

Addendum 2. Allocation of roles & responsibilities

Consortium meetings

The consortium meetings' goal is to ensure proper project coordination and communication, and information sharing among all project partners. Decisions or changes that affect the project, will first be discussed in the steering committee and then discussed and agreed upon in the consortium meeting. The consortium meetings consist of all project partners and has bi-yearly meetings, either physically or virtually. All project meetings are mandatory.

Steering committee

The steering committee's aim is to ensure proper project coordination and communication, and information sharing among different Work Packages. Decisions or changes that affect the project will first be discussed in the steering committee and then discussed and agreed upon in the consortium meeting. The steering committee consists of 1 partner per organization and will meet every 3 months. All project meetings are mandatory.

Work package leader

As a work package leader you play a crucial role in ensuring the successful execution of specific tasks or projects within the project. This includes that you're responsible for keeping your work package on track of the project planning, organizing and preparing work package meetings, identifying and mitigate risks in your work package and ensuring the quality of the deliverables. Work package leaders should inform the project leader about deviations or changes as soon as possible to mitigate delays.

Addendum 3.

New Energy Coalition has allocated €29.800 for expert support for Workpackage 1, more specifically for task 1.1 which is the data collection of ET installers needs and demands. This expert will be procured via an open procedure which means that anyone can submit a full tender. Since the budget exceeds €10.000,-, the three

offer rule applies.

Addendum 4. Letter of Approval



NEw Skills & Spaces Impulse for the Education of aspirant energy-transition installers (3C) (NESSIE)

A.1 Identification

Call

Call 3C (FA)

A1.1 Project title

NEw Skills & Spaces Impulse for the Education of aspirant energy-transition installers (3C)

A1.2 Project acronym

NESSIE

A1.3 Lead Partner

Stichting New Energy Coalition

A1.4 Start Date

01/11/2023

A1.4 End Date

31/01/2027

A1.4 Project duration

39 months

A1.5. Priority

Priority 1. Robust and smart economies in the North Sea Region

A1.6. Priority specific objective

12 Developing skills for smart specialization, industrial transition and entrepreneurship

A.2 Summary

A.2 Project Summary

The EU Green Deal aims to make the EU climate-neutral by 2050. To achieve this, a significant, fast increase in the capacity and skills of Energy Transition (ET) technicians is critical. The employment of ET installers, including electricians, service engineers, craftsmen, and plumbers, will have to grow exponentially, creating millions of jobs in the coming years. The lack of skills and capacity is a major concern for policymakers. In response, EU and national programs are being developed in collaboration with trade organizations and ET installer representatives. (EUSEW, 2023)

It is against this background that the NESSIE project aims to be a proactive, bottom-up & holistic initiative that focuses on fast-tracking capacity and skills building, with immediate action in the North Sea region. The project aims to enhance the regular technical education & training curriculum by providing a rapid but responsible-quality boost. It facilitates collaboration between leading ET islands, pioneer installers, and local/regional Vocational Education & Training (VET) schools specializing in ET installation. The project employs unconventional recruitment campaigns and offers flexible learning, attractive traineeships, and dynamic career paths to significantly increase student enrollment. Students receive practical training at E-campus projects on the islands and work as trainees alongside local installers.

The expected outcomes of the NESSIE project are as follows:

-- Signed by Jürgen Norg on 27/06/2023 11:03:23 -- 041bc239dc9cd65902b1fbc2bbe588d2 -- Exported on 27/06/2023 11:03:23 / Page 1 of 39



Signatures

All PPs (including LP) must sign and date the partnership agreement.

Lead Partner 1.

Title of the institution:

New Energy Coalition

.....

Place and date:

.....

Name and function of the signatory:

.....

Signature/Stamp:

.....



Subpartner 1.1

Title of the institution:

Provinsje Fryslân

.....

Place and date:

.....

Name and function of the signatory:

.....

Signature/Stamp:

.....



Project partner 2

Title of the institution:

Morbihan Energies

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Place and date:

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Name and function of the signatory:

.....

Signature/Stamp:

.....



Project partner 3

Title of the institution:

Gemeente Ameland

.....

Place and date:

.....

Name and function of the signatory:

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Signature/Stamp:

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Project partner 4

Title of the institution:

Flux50

.....

Place and date:

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Name and function of the signatory:

.....

Signature/Stamp:

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Project partner 5

Title of the institution:

Aalborg Universitet

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Place and date:

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Name and function of the signatory:

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Signature/Stamp:

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Project partner 6

Title of the institution:

Samsø Energiakademi Forening

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Place and date:

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Name and function of the signatory:

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Signature/Stamp:

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Project partner 7

Title of the institution:

ROC Friese Poort

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Place and date:

.....

Name and function of the signatory:

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Signature/Stamp:

.....



Project partner 8

Title of the institution:

Berufsbildende Schulen Borkum

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Place and date:

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Name and function of the signatory:

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Signature/Stamp:

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Subpartner 8.1

Title of the institution:

Nordseeheilbad Borkum GmbH

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Place and date:

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Name and function of the signatory:

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Signature/Stamp:

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Subpartner 8.2

Title of the institution:

Ortshandwerkerschaft Borkum

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Place and date:

.....

Name and function of the signatory:

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Signature/Stamp:

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Project partner 9

Title of the institution:

Learning Hub Friesland

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Place and date:

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Name and function of the signatory:

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Signature/Stamp:

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Project partner 10

Title of the institution:

Institute Universitaire de Technologie (IUT) Lorient - Pontivy

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Place and date:

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Name and function of the signatory:

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Signature/Stamp:

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