*\*The document constitutes only a model agreement which the Parties may adapt to their needs, but the essential provisions of the agreement setting out the legal framework for the implementation of the project and the resulting rules for its implementation may not be changed.*

**Bilateral Agreement under the Project[[1]](#footnote-2) entitled "...".**

**financed from** **the Second Swiss Contribution to selected Member States of the European Union to reduce economic and social disparities within the European Union and from the state budget**

**under the Polish-Swiss Programme for Development of Towns**

concluded on .................................

between

... - ... hereinafter also referred to as 'Beneficiary[[2]](#footnote-3)'.

and

... - ... hereinafter referred to as "Partner".

hereinafter referred to collectively as the **"Parties"** or individually **as a "Party",**

hereinafter referred to as the **"Agreement".**

*(\*Documents relating to the representation of the Parties - Annex 1, 1a etc.).*

In connection with the implementation by the Town of ... (\*insert *name of town*) Project No. (\*insert *project number*) entitled " ..." (\*insert *name of project*), hereinafter referred to as the **"Project", within** the framework of the Polish-Swiss Programme for Development of Towns financed from the funds of the Second Swiss Contribution to selected Member States of the European Union to reduce economic and social disparities within the European Union and from the state budget, in accordance with the submitted Complete Project Proposal and in line with the co-financing Agreement to be concluded between the Beneficiary and the Minister of Development Funds and Regional Policy, acting as the **National Co-ordinating Unit -Programme Operator**, **hereinafter referred to as the "NCU-PO"**, the Parties shall establish, for the purpose of implementing the Project, a bilateral partnership under the conditions laid down in the Agreement.

**§ 1
Subject matter and duration of the Agreement**

1. The subject matter of the Agreement is to regulate the mutual rights and obligations of the Parties in connection with the implementation of the Project, in particular with regard to the division of tasks, deadlines and conditions for payments, reporting, monitoring and auditing, and with regard to Project management, including financial management.
2. The Agreement shall remain in force until 10 years after the date of completion of the Polish-Swiss Programme for Development of Towns. The Beneficiary shall immediately inform the Partner in writing of the date of completion of the Programme.

**§ 2
Legal framework**

1. The Parties undertake to perform their tasks in accordance with the following documents:
2. Framework Agreement on the implementation of the Second Swiss Contribution to selected Member States of the European Union to reduce economic and social disparities within the European Union between the Swiss Confederation and the Republic of Poland, concluded on 5 December 2022, hereinafter referred to as "the Framework Agreement";
3. Support Measure Agreement concerning the Polish-Swiss Programme for Development of Towns concluded on 13 October 2023, hereinafter referred to as the "Programme Agreement";
4. Regulations on the Implementation of the Second Swiss Contribution to selected Member States of the European Union to reduce economic and social disparities within the European Union, hereinafter referred to as the "Regulations";
5. Communication and Information Manual for the Second Swiss Contribution to selected EU Member States.
6. The documents indicated in points 1-4 are available at: www.programszwajcarski.gov.pl. The general conditions for the implementation of the Agreement and the institutions referred to in the Agreement shall be understood in accordance with the provisions of the documents mentioned in article 1.
7. The Partner declares that it is aware of the content of the documents listed in article 1, issued by the date of conclusion of the Agreement, and that he acknowledges the terms and conditions of the Project implementation resulting therefrom.
8. The Partner commits to fully comply with the legal framework of the Second Swiss Contribution to selected Member States of the European Union to reduce economic and social disparities within the European Union, including any obligations that apply after the end of the Project.
9. The Beneficiary undertakes to inform the Partner about any changes in the documents referred to in article 1 points 1-4 as well as about new documents adopted by the Swiss Party or the NCU-PO relevant for the implementation of the Project at the e-mail address: ... *(\*insert e-mail address or regulate contact details in a separate drafting unit)*, and the Partner undertakes to apply the amended and new documents.
10. The obligation to apply the amended and new documents referred to in article 5 shall not require the conclusion of an addendum to the Agreement.

**§ 3
Project description**

*(\*to be completed in accordance with the Complete Project Proposal)*

1. The objective(s) of the Project is/are: ... .
2. The Parties agree to work together to achieve the objectives of the Project.
3. For general information on the Project, please refer to the summary of the Complete Project Proposal attached as Annex 2 to the Agreement.

**§ 4**
 **Tasks of the Partner**

1. The Partner, as part of its participation in the Project, transfers its know-how on the activities planned in the Project as well as on the implementation of the horizontal principles, including the improvement of the management system.
2. The tasks of the Partner to be carried out in the Project together with their schedule are regulated in Annex 3 *(\*or appropriate provisions to be included in the content of the agreement)* to the Agreement.

**§ 5**
**Obligations of the Beneficiary**

1. The Beneficiary as the leading entity in the partnership is responsible for the overall coordination, management and implementation of the Project.
2. The Beneficiary undertakes to:
3. ensure the compliance of the Agreement with the co-financing Agreement between the Beneficiary and the NCU-PO as referred to in the preamble;
4. ensure correct and timely implementation of Project activities;
5. submit to the NCU-PO interim, annual and final reports on the implementation of the Project in accordance with the provisions of the co-financing Agreement;
6. coordinate the management of funds from the Polish-Swiss Programme for Development of Towns transferred to the Project on the basis of the co-financing Agreement;
7. inform the Partner of all matters relating to the implementation of the Project that are relevant to the Partner's performance of its tasks and respond promptly to the Partner's questions related to the Agreement and the Project in order to enable the Partner to fully comply with its obligations under the Agreement;
8. ensure that the Partner has access to all available documents, data and information in its possession which may be necessary or useful for the Partner to fulfil its obligations;
9. to consult with the Partner prior to submitting a proposal to amend the co-financing Agreement which may affect the Partner's rights and obligations;
10. transfer funds due to the Partner in accordance with the Agreement and transfer any payments due to the Partner to a bank account designated by the Partner at agreed dates;
11. prepare and submit to the NCU-PO, within an agreed timeframe, all required documents in relation to the reports under the co-financing Agreement in order to meet the deadlines for payments to the Partner as stipulated in the Agreement.

*\*The parties may, to the extent necessary, modify, supplement and clarify the obligations of the Beneficiary*

**§ 6
Partner's responsibilities**

1. The Partner shall be responsible for the performance of the tasks in accordance with Annex 3 *(\*see annotation in § 4(2))* to the Agreement.
2. The Partner undertakes to:
3. the correct and timely fulfilment of the tasks set out in article 1;
4. to make an appropriate contribution to the Project, i.e. ...: .:… *(\* enumerate if applicable)*;
5. to comply with all reporting obligations to the Beneficiary at the times and in accordance with the terms and conditions laid down in the Agreement;
6. keep records of accounting events in accordance with legal provisions and in a manner that allows for clear identification of costs incurred for the Project;
7. reimburse any amounts received in excess or deemed to have been unduly paid in respect of the Partner's part of the Project;
8. in terms of monitoring and auditing, ensure prompt, full and unrestricted access without delay to any information, documents, persons, places and public or private facilities connected with the implementation of the Project and relevant to the audit or monitoring, subject to any restrictions imposed by applicable national law;
9. to respect, when carrying out the tasks set out in article 1, the horizontal principles, i.e:
10. inclusion of disadvantaged groups (social inclusion),
11. mitigating negative environmental impacts,
12. sustainable development,
13. subsidiarity (insofar as the nature of the planned activities permits),
14. respect for human dignity and equality,
15. cooperation and understanding,
16. good governance (including public participation),
17. appropriate use of resources (targeting objectives and needs, efficient, in line with ethical standards and legislation),
18. fair and open competition,
19. preventing and avoiding conflicts of interest,
20. zero tolerance towards corruption,
21. open and transparent communication at all levels as a means of reducing the risk of corruption,
22. the promotion of fundamental democratic values, the rule of law and political pluralism and the protection of human rights and fundamental freedoms;
23. respect and comply with any recommendations and deadlines set by the authorised institutions for the implementation of the Project, including for the rectification and correction of any infringements or irregularities;
24. to adequately promote the Project within the scope of its tasks and in accordance with the rules resulting from the legal framework defined according to § 2 and, at the request of the NCU-PO, to support and participate in promotion and information events organised under the Polish-Swiss Programme for Development of Towns;
25. ensure that the Beneficiary and the NCU-PO are able to use the Partner's logos for information and promotion purposes related to the Project;
26. ensure the possibility of participation of representatives of the Beneficiary and the NCU-PO in events that are part of the Project (e.g. conferences);
27. ensure that the Beneficiary is able to make use of the results of the Project under the rules defined in § 15;
28. disbursement of funds in the implementation of the tasks in the Project in a manner that ensures their optimal use, in line with best business practices, allowing for full and fair competition between potential contractors;
29. make available or transfer at the request of the Beneficiary, the NCU-PO, the Audit Authority, the Certifying Authority, any other authorised national authority and the Swiss party, as well as the entities authorised to act on their behalf, all documents (including those in electronic document management systems), information, materials and places concerning the implementation of the Project;
30. keep all documentation related to the implementation of the Project in a manner which ensures the availability, confidentiality and security of such documentation and to inform about its place of storage for a period of 10 years after the completion of the Polish-Swiss Programme for Development of Towns. The Beneficiary shall immediately inform the Partner about the completion of the Polish-Swiss Programme for Development of Towns;
31. immediately inform the Beneficiary of all relevant circumstances that may affect the correct and timely implementation of the Project activities.

*\*The parties may, to the extent necessary, modify, supplement and specify the obligations of the partner.*

**§ 7**
**\*Project budget, financial flows and reporting**

*\*At a minimum, the Agreement should specify:*

*- the distribution of financial resources for the Project between the Beneficiary and the Partner (possibly also by referring to the relevant annex to the Agreement)*

*-the modalities of financial flows between the Parties (transfer regulations, including the method of financing (advance, reimbursement), procedures and deadlines, as well as - if applicable - the return of funds not used during the calendar year;*

*- the method of documenting the Partner's expenditure;*

*- a commitment by the Partner to maintain a separate bank account for the Project for payments between the Parties under the Agreement;*

*- Partner's financial and content reporting obligations (procedures, deadlines);*

*- model documents in the form of annexes to the agreement as required, including a statement on the eligibility of VAT submitted with the first report and with subsequent reports in the event of a change in the possibilities for recovering VAT*

**§ 8**
**Eligibility of expenditure**

1. Expenditures incurred for the Project from ... ... until ... ... within the scope of the approved Project budget may be considered eligible costs under the Agreement, subject to article 2.
2. Expenditure shall be deemed to have been incurred when the subject matter has been delivered (in the case of goods) or performed (in the case of services and works), invoiced and paid for. Exceptionally, when the subject matter has been delivered or performed in the last month of eligibility of expenditure, expenditures are deemed to have been incurred within the dates of eligibility if the invoice has been issued in the month directly following the completion of the eligibility period and paid within 30 calendar days of the date of issue.
3. The specific rules on eligibility of expenditure set out in Chapter 6 of the Regulations and the Programme Agreement apply to the implementation of the Project.
4. All expenditure under the Project must comply with the principle of equal opportunities and non-discrimination, including accessibility for persons with disabilities and the principle of equality between women and men.

*\*The parties may specify the catalogue of eligible expenditure.*

**§ 9
Public procurement**

Procurement under the Project shall be carried out in accordance with applicable national law and with the rules and documents governing the implementation of the Second Swiss Contribution to selected Member States of the European Union to reduce economic and social disparities within the European Union, and in particular with the principles set out in Article 7.1 of the Regulations and the derogations to Article 7.2 of the Regulations set out in the annex to the Framework Agreement.

**§ 10
Protection of personal data**

The Beneficiary and the Partner shall process personal data obtained in connection with the implementation of the Project as separate controllers within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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, Official Journal of the EU L No. 119, p. 1). Each controller is independently responsible for the protection of personal data and for informing the public about how it processes personal data in the exercise of its functions.

**§ 11
Irregularities**

1. Irregularities in the implementation of the Project are determined in accordance with Article 11.1 of the Regulations.
2. In the event of irregularities, the Party responsible for the irregularities shall bear the consequences.

**§ 12
Financial corrections**

1. In the event that the NCU-PO or the Swiss Party requests the return of a part or the whole of the grant received under the co-financing Agreement for the part concerning the activities implemented by the Partner, the Beneficiary shall immediately inform the Partner in writing about this situation and shall request the Partner to return the funds up to the amount stipulated by the entitled entities.
2. The Partner shall be obliged to reimburse to the Beneficiary's bank account no. ...................................................... the amount indicated in the Beneficiary's request referred to in article 1 within a period of time allowing for the reimbursement to the NCU-PO as specified in the reimbursement demand letter.
3. The Partner undertakes to account for all the funding received through the Beneficiary. If the entire grant received is not accounted for, it shall be returned to the Beneficiary's bank account indicated in section 2 within ... days *(\*fill in the period)* from the day of completion of a given task under the Agreement.
4. In the event that the failure of a Partner or Beneficiary to comply with its obligations in connection with the implementation of the Project has resulted in financial consequences, the other Party may claim compensation in the amount of the resulting damage.

*\*Parties may specify and introduce further rules for joint settlements in the event that the Beneficiary has to return the grant funds.*

**§ 13
Changes to the Project during implementation**

Any changes to the Project affecting both Parties, which are submitted to the NCU-PO, must be approved in advance in writing by the Parties.

**§ 14
Changes in the partnership**

1. The Parties undertake not to transfer the rights and obligations referred to in the Agreement to other entities.
2. The Parties to the Agreement undertake not to withdraw from the partnership unless circumstances beyond their control arise which could not have been foreseen in advance and which make it impossible to continue to perform the provisions of the Agreement.
3. The Agreement may be terminated by the Partner as a result of the circumstances referred to in article 2 or § 12.4.
4. The Agreement may be terminated by the Beneficiary, with the written approval of the NCU-PO, as a result of the occurrence of the circumstances referred to in article 2 or if the Partner fails to comply with its obligations under the Agreement, in particular in the cases referred to in § 12.4.

**§ 15
Use of Project results**

# *\*Insofar as works on the Partner's side are created within the framework of the Agreement*

1. Within the framework of the Agreement, the Partner grants to the Beneficiary for non-commercial purposes, free of charge and for an indefinite period:
2. non-exclusive licence,
3. authorisation to exercise a dependent copyright,
4. a non-exclusive right to authorise the exercise of a subsidiary copyright

to works created as a result of the tasks performed in the Project.

Licences for existing works, in particular computer software licences, purchased by the Partner do not constitute works created as a result of the Project.

1. The rights referred to in article1 shall be acquired by the Beneficiary:
2. as soon as the work is created *(\*The parties may agree on a different moment of the rights acquisition, but this should enable the Beneficiary to fulfil its obligations towards the NCU-PO under the co-financing Agreement).*
3. without limitation as to territory, time, number of copies and media, for the following fields of exploitation:
	1. to be recorded, in particular in print, on computer memory and on electronic media, and to be reproduced by any technique,
	2. dissemination and publication by any means (including by: display or public performance or entering into computer memory and multimedia networks, including the Internet) - in whole or in part, as well as in combination with other works,
	3. make available, in particular through a presentation at meetings, in particular with the NCU-PO, the Beneficiary, other institutions involved in the implementation of the Project,
	4. marketing (both the original and copies of the works and the media on which the works have been fixed), lending the works (in whole or in part) or the media on which the works have been fixed,
	5. making (including commissioning third parties to make) any changes to the works, including: adapting, rearranging, extracting, summarising, abridging, updating, combining with other works, and translating - in whole or in part.
4. In the event that any claims are made by third parties based on the allegation that the use of the works obtained under the Agreement by the Beneficiary or his legal successors infringes the intellectual property rights of such third parties, the Beneficiary shall inform the Partner of such claims and the Partner shall take the necessary steps to settle the dispute and bear all the costs in connection therewith. In particular, in the event that an action for infringement of intellectual property rights is brought against the Beneficiary or his legal successor, the Partner shall intervene as a defendant or, failing that, shall intervene as an accessory on the defendant's side and shall pay all costs and damages, including legal fees awarded against the Beneficiary or his legal successors .

# \*The *Beneficiary may secure its rights for the acquisition of rights to use the results of the Project in other ways than those specified in paragraph 3.*

**§ 16
Dispute resolution**

Any disputes that may arise between the Parties in the performance of the subject of the Agreement or in connection therewith shall, if it is not possible to settle them amicably, be settled by a common court having jurisdiction over the registered office of the Beneficiary.

**§ 17
Final provisions**

1. In matters not regulated in the Agreement, the relevant provisions of Polish law shall apply, in particular the provisions of the Public Finance Act (27 August 2009).
2. All communication (documents, notices, other statements) between the Parties concerning the implementation of the Agreement shall be conducted in English. Each party shall submit original documents drawn up in language other than English to the other party together with a translation into English. Each Party is responsible for the accuracy of the translation provided.
3. The Agreement shall enter into force on the date of signature by the last of the Parties.
4. The Agreement was concluded electronically.
5. Whenever the Agreement refers to a written form, it shall also mean electronic form as referred to in Article 3(12) of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.
6. Any amendments to the Agreement shall require an addendum in writing under pain of invalidity, subject to § 2.6, ... *(\*fill in as required)*.
7. The annexes form an integral part of the Agreement:
8. Annex No. 1, *1a etc*: Documents confirming authority to act on behalf of the Beneficiary;
9. Annex 1c, *2d etc*: Documents confirming authority to act on behalf of the Partner;
10. Annex 2: Summary of the Complete Project Proposal;
11. Annex 3: Partner tasks with timetable.

Beneficiary Partner

*\* Insert details of the Parties to be signed in accordance with the representation*

1. The term Project means a Programme Component indicated in article 1.3 point o of the Regulations on the implementation of the second Swiss contribution to selected member states of the European Union to reduce economic and social disparities within the European Union. [↑](#footnote-ref-2)
2. The term Beneficiary means a Programme Component Operator indicated in article 1.3 point q of the Regulations on the implementation of the second Swiss contribution to selected member states of the European Union to reduce economic and social disparities within the European Union. [↑](#footnote-ref-3)