



Annex 7  
to the Manual for small projects

## SMALL PROJECT PARTNERSHIP AGREEMENT <sup>1</sup>

### Partnership agreement for the implementation of a small project [*project title*]

..... no. ....

in accordance with Decision of the Small Projects Fund Committee No. .... of [dd.mm.yyyy]  
....., under the Interreg NEXTPoland-Ukraine 2021-2027 Programme

concluded between:

[official full name of small project Beneficiary] .....

established at: [full address].

.....

NIP (PHOKPP) / REGON (Κοδ ΕΔΡΠΟΥ)<sup>2</sup>: .....

hereinafter referred to as "**Small Project Lead Beneficiary**",

represented by:

[name, surname, function of the person(s) representing the small project Beneficiary]

..... on the basis of the authorisation/authorisation/charter no. .... dated  
[dd.mm.yyyy] ....., which constitutes Annex No. 1 to the agreement

and

[official full name of Small Project Beneficiary r]<sup>3</sup> .....

established at: [full address].

.....

<sup>1</sup> The model partnership agreement may be adapted to the needs of the partnership. The partnership agreement template defines the minimum scope of the agreement to be signed between the o Small Project Beneficiaries.

<sup>2</sup> Enter the identification number of the NIP or REGON or other equivalent register.

<sup>3</sup> Duplicate in case of more small project Beneficiaries participating in the implementation of a small project.

NIP (PHOKPP) / REGON (Κοδ ΕΔΡΠΟΥ)<sup>4</sup> : .....

hereinafter referred to as "**Small Project Beneficiary** ",

represented by:

[*name, surname, function of the person(s) representing the small project Partner*] .....

on the basis of the authorisation/power of attorney/electoral resolution/certificate of election No. ....  
dated [dd.mm.yyyy] ....., which is attached as Annex 2 to the Agreement

collectively referred to as the "Parties",

hereinafter referred to as 'the agreement'.

The parties agree as follows:

## § 1

### DEFINITIONS

Terms used in the **agreement** are to be understood as:

**Application for co-financing** - application for co-financing of a small project approved by the Small Project Fund Committee. The data from the application for co-financing, together with all annexes necessary for the verification of the correctness of the implementation of the small project, are available and updated in the Generator;

**Co-financing** - the European Union contribution to the eligible expenditure of a small project;

**Co-financing rate** - a quotient of the small project's co-financing value and the value of its total eligible expenditure, as stated in the application for co-financing, expressed as a whole percentages;

**Conflict of interest** - a situation where the impartial and objective exercise of the functions of a financial actor in the spending of funds from the European Union budget is compromised for reasons involving family, emotional life, political affinity or connection with any country, economic interest or any other direct or indirect personal interest;

**Controller** - the body or person responsible for control in the territory of the country participating in the Programme, as referred to in Article 46(3) of the Interreg Regulation, verify the expenditures declared by small project Beneficiaries :

▪ in Poland:

- for small project Beneficiaries from Podlaskie Voivodeship – Podlaskie Voivodeship Office in Białystok;

- for small project Beneficiaries from Lubelskie and Mazowieckie voivodeships – Center of European Projects, Control Department<sup>2</sup>

- for small project Beneficiaries from Podkarpackie Voivodeship – Podkarpackie Voivodeship Office in Rzeszow;

▪ in Ukraine: State Audit Service of Ukraine.

**De minimis aid** - aid regulated by the de minimis Regulation;

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<sup>4</sup> Enter the identification number of the NIP or REGON or other equivalent register.

**De minimis regulation** - Commission Regulation (EU) No 2023/2831 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L, 2023/2831, 15.12.2023);

**Due co-financing** - a grant which the SPF Beneficiary approves to the small project Beneficiary on the basis of eligible expenditures;

**Electronic version of documents** - documents existing only in electronic form or copies thereof, original electronic documents which also have a paper version, as well as scans and photocopies of original paper documents;

**Eligible expenditure** – an expenditure or cost properly incurred by the small project Lead Beneficiary or the small project Beneficiary in connection with the implementation of the small project, i.e. in accordance with the small project grant agreement, the provisions of the European Union and national law, and Manual for small projects ;

**Final report for small project implementation** – report for small project, covering the last reporting period and summarizing implementation of the entire small project, that small project Beneficiary submits to the SPF Beneficiary after the end of the project implementation under the terms and conditions stipulated in the Manual for small projects and small project grant agreement.

**Financial correction** - the cancellation of all or part of the co-financing for a project or Programme as a result of irregularities or serious misconduct;

**Financial Regulation** - Regulation (EU, Euratom) 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, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014 and (EU) No 283/2014 and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ EU L 193, 30.07.2018, p. 1);

**GDPR**- Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (Official Journal of the EU L 119, p. 1);

**General Regulation** - 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 Fair Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and the financial rules for these Funds and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Financial Support Facility for Border Management and Visa Policy (OJ EU L 231, 30.06.2021, p. 159, as amended);

**Generator** - Application and Report Generator, which is an IT system that enables the preparation and submission of a small project application and accounting for a small project in an electronic form, as well as correspondence with the SPF Beneficiary. The Generator collects and stores data on implemented small projects;

**Ineligible expenditure** - any expenditure or cost that cannot be considered eligible expenditure;

**Interreg Regulation** - Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions concerning the European territorial cooperation objective (Interreg) supported by the European Regional Development Fund and the external funding instruments (OJ L 231, 30.06.2021, p. 94);

**Irregularity** - any infringement of applicable law resulting from an act or omission by the small project Beneficiary or a small project Partner which has or may have a detrimental effect on the European Union budget by charging an unjustified item of expenditure to it;

**Joint Secretariat** - a body set up by the Managing Authority in agreement with the countries participating in the Programme to assist the Managing Authority and the Monitoring Committee in carrying out their functions;

**Lump sum** - all eligible costs or part of eligible costs are calculated on the basis of amounts, established in advance, which are paid if predefined activities and/or outputs are completed;

**Managing Authority** - Ministry of Development Funds and Regional Policy of the Republic of Poland;

**Manual for small projects** - a document approved by the Monitoring Committee of the Programme, which sets out the rules for the preparation, implementation, monitoring and accounting for small projects and their sustainability. The current Manual for small project is available on the website of the SPF Beneficiary and the Programme;

**National Authority** - Secretariat of the Cabinet of Ministers of Ukraine;

**Output indicator** - a measurable, realistically defined target size of the output of a small project, i.e. the direct, material effect of implementing the activities of a small project. The achievement of a small project task is measured by an output indicator;

**Own contribution** - the share of the small project Beneficiary or small project Partner in the total small project eligible expenditures, specified in the Application form, which the small project Beneficiary or small project Partner is obliged to secure and allocate for the implementation of a small project;

**Partnership agreement** - an agreement which sets out the mutual rights and obligations of the small project Beneficiary and the small project Partner(s) regarding the implementation of a small project which is jointly financed by the small project Beneficiary and the small project Partner(s). Applies to small projects with the financial participation of a foreign or domestic Partner;

**Partnership declaration** - a mandatory annex to the application for a small project co-financing, to be filled in by each small project Partner. The declaration is a confirmation that a partnership has been established within the small project. Specimen declaration is attached to the application for a small project co-financing;

**Programme** - the Interreg NEXT Poland - Ukraine 2021-2027 Programme approved by the European Commission decision No. C(2022) 8930 of 30th November 2022;

**Programme documents** - documents approved by the Managing Authority or the Monitoring Committee which are used for the implementation of the Programme;

**Programme Manual** - a document approved by the Monitoring Committee of the Programme, which sets out the rules for the preparation, implementation, monitoring and accounting for projects and their sustainability. The current Programme Manual is available on the Programme website;

**Programme website** - <https://www.pl-ua.eu>

**Project** - a series of activities implemented under the small project grant agreement which aims to achieve the objectives set out in the Application Form for co-financing and the target values of the output and result indicators;

**Reimbursement** - payment of the co-financing due to the small project Beneficiary from the SPF Beneficiary;

**Report for small project implementation** - a report for financial and technical implementation of the small project that small project Beneficiary submits to the SPF Beneficiary under the terms and conditions stipulated in the Manual for small projects and small project grant agreement;

**Result indicator** - a Programme result indicator, defined for each Programme priority, to the implementation of which a small project contributes. It indicates the achievement of the project objectives and is linked to the selected output indicators;

**Small project** - separate undertaking implemented within the SPF project;

**Small project Lead Beneficiary**- an entity identified in the application for a small project co-financing, which signs a small project grant agreement and is responsible for technical and financial implementation of a small project;

**Small project Beneficiary bank account** - a bank account held by small project Beneficiary, maintained as a rule in EUR (unless otherwise agreed between the parties) indicated in the contractual compilation, to which the co-financing is transferred;

**Small project Fund (SPF)** - an operation implemented in accordance with article 25 of the Interreg Regulation, in line with the Programme document and applicable Programme Manual;

**Small project Fund Committee** - an independent body established by the SPF Beneficiary to select small projects and to carry out other tasks specified in the Rules of Procedure of the Committee within the framework of the implemented Small Project Fund in the Interreg NEXT Poland - Ukraine 2021-2027 Programme;

**Small project Beneficiary** - a entity indicated in the application for a small project, which participates in the implementation of a small project and has signed a partnership declaration (and, in the case of joint financing of a small project, also a partnership agreement);

**Small project Partner's bank account** - a bank account held by the small project Partner(s) in EUR , as indicated in Annex 3 to the agreement, to which the co-financing is transferred ;

**SPF Beneficiary** - an entity authorised to manage a separate Small Project Fund in the Polish-Ukrainian border area, i.e. the Association of the Carpathian Euroregion .

**SPF Beneficiary website** - <https://www.karpacki.pl>

## § 2

### SUBJECT MATTER OF THE AGREEMENT

1. The subject of the agreement is to define the principles of cooperation and to establish mutual obligations of the Parties undertaken in order to implement a small project ..... [project title].
2. The agreement sets out the mutual rights and obligations of the small project Beneficiaries in the implementation of the small project.
3. The agreement also sets out the requirements for the proper management by the Parties of the grant funds awarded for the implementation of the small project and the conditions for the recovery by the small project Lead Beneficiary from the small project Beneficiaries of amounts irregularly spent.
4. During the implementation of the small project and during the period of its sustainability, the Contracting Parties shall act in accordance with:
  - 1) applicable EU and national legislation, in particular:
    - a) Interreg Regulation,
    - b) ERDF Regulation,
    - c) general regulation,
    - d) Financial Regulation,
    - e) European Commission implementing regulations supplementing the General Regulation, the Interreg Regulation and the ERDF Regulation,

- f) *de minimis* regulation,
  - g) Ordinance of the Minister of Development Funds and Regional Policy of 11 December 2022 on granting *de minimis* aid and public aid under Interreg programmes for 2021-2027 (consolidated text: Journal of Laws of Republic of Poland 2024, item 1599),
  - h) national and EU legislation on *de minimis* aid,
  - i) national and EU data protection legislation,
  - j) national and EU procurement rules,
  - k) national and EU legislation governing the principles of equal opportunities and non-discrimination, including accessibility for people with disabilities and the principles of equality between women and men,
  - l) other applicable national legislation (e.g. labour law, taxation, environmental protection, etc.),
- 2) current Programme documents, in particular:
- a) Interreg NEXT Programme Poland – Ukraine 2021-2027,
  - b) Manual of the Interreg NEXT Poland - Ukraine 2021-2027 Programme
  - c) Manual for small projects,
- 3) national and EU rules and guidelines, in particular:
- a) Commission interpretative communication of 1 August 2006 on the Community law applicable to contract awards not or not fully subject to the provisions of the Public Procurement Directives (OJ C 179, 01.08.2006, p. 2);
  - b) Commission Decision C(2019)3452 final of 14 May 2019 establishing guidelines for determining financial corrections to expenditure financed by the European Union for non-compliance with applicable public procurement rules;
  - c) Commission notice of 9 April 2021. Guidance on the avoidance and management of conflicts of interest under the Financial Regulation (2021/C 121/01).
5. The small project Beneficiaries declare that they have familiarised themselves with the documents referred to in paragraph 4.
6. The small project Lead Beneficiary and the small project Beneficiary /-ies confirm the accuracy of the data contained in the agreement and the annexes which form an integral part of it.
7. The Parties to the agreement undertake to apply the applicable Union and national legislation, the current Programme documents and the national and Union rules and guidelines referred to in paragraph 4.
8. The agreement provides for the possibility of *de minimis* aid being granted in a small project by the Polish small project Beneficiaries (so-called indirect aid)..
9. The *de-minimis* aid can not be granted by Ukrainian small project Beneficiary to any final recipient.

### § 3

#### **SMALL PROJECT BUDGET AND LUMP SUMS**

1. The financial contribution of the small project Lead Beneficiary and the small project Beneficiary /ies to the expenses related to the implementation of the small project and the maximum amount of co-financing from the Programme funds are defined as follows.

Project budget /						
	Co-financing [EUR] and co-financing rate [%]		Own contribution		Amount of the de minimis aid	
<b>Small project Lead Beneficiary</b>	.... EUR	%	.... EUR	%	.... EUR	%
<b>Small project Beneficiary No 1 /</b>	.... EUR	%	.... EUR	%	.... EUR	%
<b>Small project Beneficiary No ...*</b>	.... EUR	%	.... EUR	%	.... EUR	%
<b>Total</b>	.... EUR	100%	.... EUR	%	.... EUR	%

\*repeat if necessary

2. Due co-financing is intended to cover expenditure incurred during implementation of the small project, which has been defined as a lump sums assigned to each task.
3. The small project Lead Beneficiary and the small project Beneficiary / -ies undertake to provide funds for the implementation of the project in the amount of the difference between the total eligible expenditure and due co-financing.
4. Any irregular or ineligible expenditure shall be covered by the small project Lead Beneficiary or the small project Beneficiary / -ies of the small project respectively from their own resources.
5. Below presented lump sums represent 100% of the eligible expenditure of a given task of a small project. For implementation of each task one small project Beneficiary is responsible. In accordance with the decision of the Small Project Fund Committee of ....., the following lump sums of a given task, together with target output indicators and documents confirming implementation of the task and achievement of the indicators, were approved:

<b>Task No. 1 entitled [name of task].....</b>	
<b>Implementing Beneficiary for Task 1</b>	..... small project Lead Beneficiary / small project Beneficiary (name of the Beneficiary responsible for carrying out the task)
<b>Lump sum</b>	..... EUR (in words ..... eurocent)
EU co-financing	
Amount of the de minimis aid	
<b>Criterion</b>	
Documents confirming criterion fulfilment	
<b>Small project fund output indicator No. 1</b>	
Documents confirming indicator achievement No. 1	

<b>Small project fund output indicator No. ....</b>	
Documents confirming indicator achievement No. ....	
<b>Programme output indicator No. 1</b>	
Documents confirming indicator achievement No.1	
<b>Programme output indicator No. ...</b>	
Documents confirming indicator achievement No....	

<b>Task No. 2 entitled . [name of task].....</b>	
<b>Implementing Beneficiary for Task 2</b>	..... small project Lead Beneficiary / small project Beneficiary ( <i>name of the Beneficiary responsible for carrying out the task</i> ) /
<b>Lump sum</b>	..... EUR (in words ..... eurocent) /
EU co-financing	
Amount of the de minimis aid	
<b>Criterion</b>	
Documents confirming criterion fulfilment	
<b>Small project fund output indicator No. 1</b>	
Documents confirming indicator achievement No. 1	
<b>Small project fund output indicator No. ....</b>	
Documents confirming indicator achievement No. ....	
<b>Programme output indicator No. 1</b>	
Documents confirming indicator achievement No.1	

<b>Programme output indicator No. ...</b>	
Documents confirming indicator achievement No....	

*\* duplicate the table for subsequent Partner(s) tasks*

1. A lump sum amounting to 100% of the eligible expenditure of each task shall be reimbursed at the contracted amount (max. 90%) provided that lump sum obtaining criteria are met (strict correspondence), and small project fund output indicator(s) are achieved in the declared target value, and Programme output indicator(s) are achieved in the declared target value.
2. The verification of lump sums is carried out by the SPF Beneficiary on the basis of the data contained in report for small project implementation and the documents attached to it confirming the implementation of activities and the achievement of indicators, in accordance with the principles set out in § 8 of the agreement.

#### **§ 4**

#### **DURATION OF THE AGREEMENT**

The agreement shall remain in force until all obligations of the small project Lead Beneficiary, including those related to the durability of the project, as defined in the small project grant agreement, and all obligations of the Parties under the agreement have been fulfilled.

#### **§ 5**

#### **RIGHTS AND OBLIGATIONS OF THE SMALL PROJECT LEAD BENEFICIARY**

1. The small project Lead Beneficiary shall be authorised by the small project Beneficiary /-ies to sign a agreement with the SPF Beneficiary and to take over the responsibility for ensuring the overall implementation of the small project towards the SPF Beneficiary.
2. The small project Lead Beneficiary is responsible to the SPF Beneficiary for the correct and timely implementation of the entire small project. It is also responsible for any action taken by the of the small project Beneficiary /-ies or their failure to take action, which results in a breach of the obligations imposed by the Small Project Grant Agreement and the Partnership Agreement.
3. The small project Lead Beneficiary shall be authorised by the small project Beneficiary /-ies to liaise with the SPF Beneficiary in the framework of the project implementation. The small project Lead Beneficiary shall coordinate and act as a mediator in the communication between the small project Beneficiary / -ies and the SPF Beneficiary. The small project Lead Beneficiary shall make available to the small project Beneficiary /-ies the documents and information received from the SPF Beneficiary which are necessary for the implementation of their activities.
4. At the request small project Beneficiary /-ies , the small project Lead Beneficiary shall be obliged to immediately request from the SPF Beneficiary any information necessary for the due implementation of its part of the small project. The small project Beneficiary /-ies shall be obliged to provide the small project Lead Beneficiary without any delay with all relevant information and documents necessary for the preparation of the request to the SPF Beneficiary.
5. The small project Lead Beneficiary shall ensure that the implementation of the small project starts on time, that all activities foreseen in the small project are implemented and that the small project is completed in accordance with the approved Small Project Grant Agreement.

6. Small project Lead Beneficiary shall:

- 1) ensure the correct implementation of the small project activities. It shall immediately inform the small project Beneficiary /-ies and the SPF Beneficiary of any circumstances that may adversely affect the timing and scope of the scheduled activities;
  - 2) regularly monitor the physical progress of the small project and inform the SPF Beneficiary immediately of any circumstances delaying or preventing its full implementation in accordance with the Small Project Grant Agreement , or the intention to discontinue the project;
  - 3) act for the timely receipt of the grant and promptly transfers the appropriate parts of the grant to the bank account of the small project Beneficiary / -ies , within 7 working days from the date on which the grant payment is credited to the account of the small project Lead Beneficiary, without undue delay and without deductions;
  - 4) make available documents, corrects errors in the reports for the small project implementation and provides the necessary clarifications to the SPF Beneficiary or the relevant Controller within the time limits indicated by these institutions;
  - 5) timely prepare and submit reports for the small project implementation to the SPF Beneficiary and request reimbursement of eligible expenditure incurred under the project, based on these reports;
  - 6) provide a proper audit trail for the documentation of a small project;
  - 7) If the SPF Beneficiary , in accordance with the provisions of the Small Project Grant Agreement , requires the return of a part or the entire amount of the grant paid, it shall return the funds within the time limit determined and according to the rules defined in the Small Project Grant Agreement . The small project Lead Beneficiary shall be responsible for recovering the appropriate amount of the grant from the relevant of the small project Beneficiary / -ies ;
  - 8) monitor the information and publicity activities carried out by the small project Beneficiary /-ies in accordance with the Small Project Grant Agreement ;
  - 9) ensure that it has the appropriate number of competent staff and technical resources necessary to carry out its duties effectively as a small project Lead Beneficiary.
  - 10) keep the documents related to the implementation of the small project in a manner ensuring their confidentiality and security. All documents shall be made available for a period of five years from 31 December of the year in which the SPF Beneficiary made the final payment to the small project Lead Beneficiary;
  - 11) where *de minimis* aid has been granted in a project, keep the documents relating to that aid for 10 years from the date on which it was granted in such a way as to ensure confidentiality and security;
  - 12) shall be responsible for maintaining the sustainability of the project for five years from the date of the last payment made by the SPF Beneficiary to the small project Lead Beneficiary and under the conditions that are set out in EU legislation and the Manual for small projects;
  - 13) if the small project Beneficiary withdraws from the project, the part of the project for which the small project Beneficiary was responsible ensures the contractual use of the project outputs and the sustainability of the project.
7. The small project Lead Beneficiary shall ensure that the documents presented by the small project Beneficiary /-ies ) confirming the progress in the implementation of the activities and the achievement of the product indicators are in line with the Small Project Grant Agreement.
8. The small project Lead Beneficiary shall apply Polish provisions on awarding, monitoring and reporting the aid. The obligations include issuing certificates, reporting on the aid or informing on

not awarding the aid (see § 6 point 5 and 6).

9. The Lead Beneficiary monitors the amount of de minimis aid awarded by small project beneficiaries and includes the information in the small project report to SPF Beneficiary.

## **§ 6**

### **RIGHTS AND OBLIGATIONS OF THE SMALL PROJECT BENEFICIARY/-IES**

1. The small project Beneficiary/-ies is/are responsible to the small project Lead Beneficiary for its part of the activities and expenditure foreseen in the project, according to the Small Project Grant Agreement.
2. Each the small project Beneficiary shall:
  - 1) work towards the timely and complete implementation of their part of the project and fulfils its obligations resulting from the agreement and the Manual for small projects ;
  - 2) be exclusively liable towards third parties for any damage caused in connection with the implementation of their part of the small project and waive any claim against the SPF Beneficiary for damages caused by them or any third party, in connection with the implementation of their part of the small project;
  - 3) enable the small project Lead Beneficiary to fulfil the obligations stipulated in Small Project Grant Agreement. To this end, it shall submit the documents and information required by the small project Lead Beneficiary within the time limits enabling it to fulfil the obligations towards the SPF Beneficiary stipulated in the Small Project Grant Agreement;
  - 4) ensure that there is no double financing of eligible expenditure in a small project, as defined in the Manual for small projects,
  - 5) submit for the reports for the small project implementation the lump sums together with the documents confirming the completion of the tasks and the achievement of the indicators in accordance with the Small Project Grant Agreement and Partnership Agreement;
  - 6) ensure that the public is informed of the grant contribution to the project, in accordance with the requirements set out in Manual for small projects;
  - 7) monitor the progress towards the achievement of the target values of the output indicators assigned to its part of the project specified in the Small Project Grant Agreement;
  - 8) agree to the processing of the project data for the purposes of monitoring, control, promotion and evaluation of the Programme;
  - 9) immediately inform the small project Lead Beneficiary of any irregularities, circumstances that delay or prevent full implementation of the small project, or of its intention to cease implementation of their part of the small project;
  - 10) immediately inform the small project Lead Beneficiary of any such change in their legal status resulting in the failure to meet the requirements stipulated in the Programme;
  - 11) immediately inform the small project Lead Beneficiary of its bankruptcy, liquidation or insolvency;
  - 12) prepare and carry out public procurement procedures and award the contract for the part of the small project it is carrying out in accordance with EU and national legislation;
  - 13) make documents available in a timely manner and provide necessary explanations to the Report for the small project implementation as regards its part of the small project to the SPF Beneficiary or small project Lead Beneficiary or to the relevant Controller;

- 14) cooperate with controllers, auditors, evaluators and submit to checks or audits carried out by authorised national and EU services and implement the recommendations of such audits or checks;
  - 15) keep the documents which relate to the implementation of the small project in a manner which ensures their confidentiality and security. All documents shall be made available for five years from 31 December of the year in which the SPF Beneficiary made the final payment to the small project Lead Beneficiary;
  - 16) where *de minimis* aid has been granted in a project, keep the documents relating to the aid granted for 10 years from the date on which it was granted in such a way as to ensure confidentiality and security;
  - 17) shall be responsible for maintaining the sustainability of the small project for five years from the date of the last payment made by the SPF Beneficiary to the small project Lead Beneficiary and under the conditions laid down in EU legislation and the Manual for small projects;
  - 18) shall immediately return any grant unduly received.
3. Each small project Beneficiary shall be entitled to receive a grant from the Programme's funds in accordance with the project budget, provided that they fulfil their contractual obligations and the project implementation rules stipulated in § 2 of the agreement.
  4. If *de minimis* aid is awarded by SPF Beneficiary in the project to small project Lead Beneficiary /small project Beneficiaries, they provide SPF Beneficiary, before the Small Project Grant Agreement is signed, with a form which contains the information necessary for awarding *de minimis* aid and attach to it:
    - a) copies of certificates of *de minimis* aid or certificates of *de minimis* aid in agriculture or fisheries issued by an entity granting aid which has its registered office in Poland, which it received in the last 3 years,
    - b) or a declaration of the amount of such aid received in this period,
    - c) or a declaration that no such aid was received in this period(detailed information and model documents on *de minimis* aid are available on the Programme's website).
  5. The agreement provides for the possibility of *de minimis* aid to be awarded by the Polish small project Beneficiary to final recipients of the small project. In this case small project Beneficiary is responsible for verification of the conditions of eligibility for *de minimis* aid and following national rules on *de minimis* awarding.
  6. Polish small project Beneficiary that has its registered office in Poland shall register awarded aid in national aid register SHRIMP2 or register information on non-awarding of aid in SHRIMP2.
  7. Information on awarding the aid and its amount shall be forwarded to the small project Lead Beneficiary in the small project report.

## § 7

### COOPERATION WITH EXTERNAL BODIES

1. In case of cooperation with external entities, including subcontractors, the small project partner shall be solely responsible towards the small project Lead Beneficiary for the compliance of the activities of the external entity, acting for and on behalf of the small project Beneficiary, with the provisions of the Partnership Agreement. The small project Lead Beneficiary shall be immediately informed about the subject and scope of the agreement concluded with the external entity.

2. The rights and obligations under the agreement may not be transferred partially or as a whole to another entity without the prior consent of all other Parties and the SPF Beneficiary.
3. The commissioning of a part or all of the tasks assigned to a Party shall take place in accordance with the project implementation rules set out in §2.

## § 8

### REPORTS FOR THE SMALL PROJECT IMPLEMENTATION

1. The small project Lead Beneficiary, on behalf of itself and its small project Beneficiary /-ies , shall submit to the SPF Beneficiary the reports for the small project implementation, covering the material and financial part, together with the annexes, prepared by it, within the deadlines and rules specified in the agreement, in accordance with the provisions of the current Manual for small projects.
2. As a rule, a Report for small project implementation is submitted for the period in which a given task of a small project has been carried out by the small project Lead Beneficiary and/or small project Beneficiary /-ies ) in its entirety and the indicators attributed to it have been achieved.
3. The deadlines for the submission of the Reports for small project implementation are set out in the reporting schedule attached as Annex 5 to the Small Project Grant Agreement.
4. The small project Beneficiary /-ies shall provide the small project Lead Beneficiary with documents, information, materials necessary for the preparation of the report for the small project implementation, including documentation confirming the completion of the task and the achievement of indicators, which is specified in § 3 of the agreement, immediately after the completion of the task and the achievement of indicators.
5. The verification of the lump sum amounts of the small project Beneficiary/ -ies is carried out by the SPF Beneficiary on the basis of the data included in the Report for small project implementation and the attached documents confirming the implementation of activities and the achievement of indicators by the small project Beneficiary /-ies , which are specified in § 3 of the agreement. The verification is carried out in accordance with the Programme rules, including the Manual for small projects.
6. If errors are found in the report for the small project implementation in the part concerning the small project Beneficiary , the small project Lead Beneficiary will call on the small project Beneficiary to provide corrections, additions, additional explanations or supplements.
7. If, during the verification of the report for the small project implementation, SPF Beneficiary establishes that a small project Beneficiary has not carried out the criteria assigned to the task for obtaining the lump sum, the small project fund output indicators and the Programme output indicators specified in the Small Project Grant Agreement , the SPF Beneficiary considers the whole lump sum specified for this task as ineligible. It is then not subject to reimbursement.
8. The small project Lead Beneficiary shall communicate to the small project Beneficiary the result of the verification of the report for the small project implementation by the SPF Beneficiary in accordance with the rules, which are laid down in the Manual for small projects.

## § 9

### TRANSFER OF DUE CO-FINANCING TO A SMALL PROJECT PARTNER

1. The small project Lead Beneficiary shall transfer the due co-financing to the accounts small project Beneficiary /-ies in the appropriate amount and in accordance with the report for the small project

implementation approved by the SPF Beneficiary, taking into account all justified deductions imposed on the report by the SPF Beneficiary, subject to § 11. The small project Lead Beneficiary shall inform the small project Beneficiary/ s of the deductions.

2. The transfer of the due co-financing by the small project Lead Beneficiary to the small project Beneficiary / -ies shall take place within ..... working days from the date of receipt of the grant into the account small project Lead Beneficiary from the SPF Beneficiary.
3. The due co-financing will be transferred by the small project Lead Beneficiary in EUR to the bank accounts of the small project Beneficiary / -ies as specified in Annex 3 to the agreement.
4. Bank fees and currency conversion costs related to the transfer of the grant shall be charged to ..... [small project Lead Beneficiary, small project Beneficiary / -ies , other - please specify].
5. The condition of transfer of the due co-financing by the small project Lead Beneficiary to the small project Beneficiary /-ies is the fulfilment of obligations resulting from the agreement, approval by the SPF Beneficiary of a report for the small project implementation and transfer of the grant by the SPF Beneficiary to the bank account of the small project Lead Beneficiary in accordance with the Small Project Grant Agreement.

## **§ 10**

### **REDUCTION OF PAYMENTS**

1. If, prior to the approval of the report for small project implementation, the SPF Beneficiary finds that the report contains ineligible expenditures or provisions of the agreement have been breached, the SPF Beneficiary may reduce the amount of eligible expenditures<sup>5</sup> . In such a case, the SPF Beneficiary shall inform the small project Lead Beneficiary in writing about the findings. If the reduction concerns the part of the small project which is the responsibility of the small project Beneficiary , the small project Lead Beneficiary shall inform the small project Beneficiary in writing about the findings of the SPF Beneficiary.

## **§ 11**

### **RECOVERY OF FUNDS**

1. The SPF Beneficiary shall recover funds which it previously approved and it has identified the ineligible expenditure, breach of Small Project Grant Agreement provisions or if co-financing has been paid unduly paid. The small project Beneficiary is obliged to return the unduly received due co-financing to the small project Lead Beneficiary, according to the rules, within the period and on the SPF Beneficiary .
2. If the small project Beneficiary fails to return the funds within the deadline set by the small project Lead Beneficiary, the small project Lead Beneficiary shall reduce the amount of the due co-financing on the subsequent Report for the small project implementation by the amount due to be returned. If the amount owed exceeds the amount of grant due on account of subsequent reports for small project implementation, the small project Lead Beneficiary may take further action against the small project Beneficiary to recover the missing funds. The costs of the recovery action shall be borne by the small project Beneficiary.
3. If the small project Lead Beneficiary does not manage to recover the funds from the small project Beneficiary / -ies within the set deadline, shall inform the SPF Beneficiary and issue a new recovery the funds to the small project Beneficiary /-ies . The deadline to be set by the small project Lead

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<sup>5</sup> Failure to comply with the basic promotion obligations of a small project, as set out in the Manual for small projects, may result in a reduction in funding.

Beneficiary to the small project Beneficiary / -ies in both requests in total cannot be shorter than 30 days, counting from the day of receiving the request from the of the small project Lead Beneficiary. If the small project Lead Beneficiary does not manage to recover the funds within the deadline it has set for the small project Beneficiary /-ies in the renewed request for reimbursement, it shall inform the SPF Beneficiary.

4. At the request of a small project Beneficiary , the due co-financing to the project may be reduced by the amount to be reimbursed.

## **§ 12**

### **VERIFICATION VISITS, INSPECTIONS AND AUDITS**

1. Verification visits may be an element of the verification of the report for the small project implementation, including the part which is the responsibility of the small project Partner/Partners. The decision on the necessity to carry out a follow-up visit is taken by the SPF Beneficiary according to the rules defined in the Manual for small project.
2. The small project Beneficiary / -ies shall be subject to control and audit regarding the correct implementation of the small project and the sustainability of the project. Controls and audits are carried out by entities authorised to carry out control activities in accordance with applicable national and EU rules and current Programme documents.
3. The small project Beneficiary / -ies shall make all documents related to the implementation of the small project available to the entities referred to in paragraph 2 for the entire duration of their retention, as referred to in § 6(2) point. 15 and pt. 16, and if it is necessary to determine the eligibility of expenditures incurred as part of the implementation of the small project, the Beneficiary is obliged to make available to the controlling institution also documents not directly related to the implementation of the small project.
4. The small project Beneficiary / -ies shall take corrective action within the deadlines set out in the post-control recommendations which are issued during inspections and audits.
5. The small project Beneficiary / -ies shall provide the control bodies with information on the results of previous controls and audits carried out on the small project by other authorised bodies.

## **§ 13**

### **PROPERTY RIGHT**

1. Ownership and other property rights resulting from a small project belong to the small project Lead Beneficiary or the small project Beneficiary / -ies respectively.
2. The small project Lead Beneficiary and the small project Beneficiary / -ies undertake that the outputs of a small project will be used in a way that ensures that the results of the small project are widely disseminated and made available to the public, in accordance with the Small Project Grant Agreement .

## **§ 14**

### **INFORMATION AND PROMOTION**

1. The small project Lead Beneficiary and the small project Beneficiary / -ies shall carry out information and publicity activities in accordance with the Programme documents, including the current Manual for small projects. The small project Lead Beneficiary and the small project Beneficiary / -ies shall

implement at least the following activities with regard to visibility, transparency and communication of a small project:

- 1) post a short description of the small project, information about its objectives and results, and the financial support from the Programme on their official website or social media pages if they do have one,
  - 2) prominently feature information about the Programme's support in small project documents and information material for the public or for participants,
  - 3) place in public places, i.e. at least at the premises of the small project Lead Beneficiary and small project Beneficiary / -ies (if applicable) and at the place of implementation of the investment a durable information poster of minimum A3 size or a similar size electronic display with information about the small project and the support from the Programme (minimum logo of the programme, title of the small project, name of the small project Lead Beneficiary and small project Beneficiary / -ies, the address of the project website, if created or Programme website). This shall be done immediately after the start of the material implementation of the small project.
  - 4) use the Programme logo, of which the European Union symbol is an element, when carrying out actions with regard to visibility, transparency and communication,
  - 5) document the communication activities carried out in a small project,
  - 6) inform the SPF Beneficiary through the small project Lead Beneficiary well in advance, i.e. min. 7 calendar days information on planned and on-going activities with regard to visibility, transparency and communication of the small project and completed significant milestones of the small project, including outputs and results.
2. The small project Beneficiary / -ies shall implement the activities set out in paragraph 1 in accordance with the recommendations contained in the Manual for small projects.
  3. The small project Lead Beneficiary and the small project Beneficiary / -ies undertake to make available to the SPF Beneficiary, free of charge, existing photographic and audiovisual documentation of the implementation of a small project and to give consent to the use of this documentation by the SPF Beneficiary for information and promotion activities. The transfer of this documentation will take place on the basis of separate, free of charge licence agreements.
  4. The obligation to make available free of charge referred to in paragraph 3 shall also apply where such material is requested by the Managing Authority, the National Authority, the Joint Secretariat, Union institutions, bodies of the European Union and its organisational units.
  5. If the small project Lead Beneficiary or small project Beneficiary / -ies do not fulfil their obligations referred to in point 1 subpoints 1)-4), the SPF Beneficiary shall reduce the grant for the small project Lead Beneficiary or small project Beneficiary / -ies (if applicable) according to the rules laid down in the Manual for small projects.
  6. In case of publication, in any form, by the small project Lead Beneficiary and small project Beneficiary / -ies of any information concerning a small project, the small project Lead Beneficiary / and small project Beneficiary / -ies shall ensure that such information and publications include an indication that the SPF Beneficiary is not responsible for their content. Publications issued shall include the statement: *"The sole responsibility for the content of this publication lies with the authors and cannot be equated with the official position of the European Union and the Carpathian Euroregion Association"*.

## **§ 15**

### **AMENDMENTS TO THE SMALL PROJECT GRANT AGREEMENT**

1. Under pain of nullity, amendments to the Small Project Grant Agreement and annexes forming its integral part may be introduced only during the material implementation period of the small project and in accordance with the rules described in the current Manual for small projects.
2. The small project Beneficiary / -ies shall inform the small project Lead Beneficiary about any planned and occurring changes concerning its part of the project. If a given change to a part of the project requires an amendment to the Small Project Grant Agreement, the small project Lead Beneficiary, in cooperation and on the basis of documents received from the small project Beneficiary, will carry out activities aimed at amending the Small Project Grant Agreement in accordance with the procedures described in the Manual for small projects.
3. The small project Beneficiary / -ies shall submit to the small project Lead Beneficiary the documents necessary for the amendment of the Small Project Grant Agreement or its annexes well in advance, i.e. in time to allow them to be carried out in accordance with the Small Project Grant Agreement and the Manual.

## **§ 16**

### **INADEQUATE IMPLEMENTATION OF A SMALL PROJECT**

1. The small project Lead Beneficiary and the small project Beneficiary / -ies undertake to make every effort to achieve the target values of the output indicators set out in the Small Project Grant Agreement for their part of the small project.
2. The small project Beneficiary / -ies acknowledges that in the event of failure to achieve the target values of the product indicators, the SPF Beneficiary will consider ineligible the entire lump sum determined for the task in which the Partner failed to achieve the target value of the product indicators.
3. Failure to strictly meet any of the declared lump sum obtaining criteria or to achieve 100% of declared target value of the Programme output indicator(s), assigned to the task, or to achieve 100% of declared target value of the small project fund output indicator(s), assigned to the task, will mean the loss of the partner's right to the lump sum (entire lump sum amount).
4. If the SPF Beneficiary requests the small project Lead Beneficiary to return a part of the grant related to the activities of one or more small project Beneficiaries, the provisions of § 11 shall apply accordingly.

## **§ 17**

### **FAILURE TO MAINTAIN THE DURABILITY OF A SMALL PROJECT**

1. If the sustainability of the small project is not maintained, the small project Beneficiary / -ies will reimburse the funding received in accordance with § 11 of the agreement.

## **§ 18**

### **PRINCIPLES FOR SHARING PERSONAL DATA**

1. In relation to the implementation of the small project, for the purposes and under the conditions set out in Article 4 of the General Regulation, the Parties, the Managing Authority, the National

Authority, the Joint Secretariat and the controllers shall process personal data obtained directly from the data subjects and from the ICT systems, including the Generator.

2. The small project Beneficiary / -ies are aware that they are the controller within the meaning of Article 4(7) of the GDPR<sup>6</sup> in relation to the personal data collected in connection with the implementation of the small project, including in particular the personal data provided to them by the Partner(s) participating in the small project.
3. The small project Beneficiary / -ies shall be responsible for the processing of personal data and its protection in accordance with the legal provisions on personal data and privacy, including in particular the GDPR<sup>7</sup> and the laws of the country relevant for their location.
4. In connection with a small project, the small project Beneficiary shall make the personal data collected available to the small project Lead Beneficiary, the SPF Beneficiary, the Managing Authority, the Joint Secretariat and the relevant Controller.
5. The sharing of personal data shall take place in writing in paper or electronic form, using the method of communication agreed by the Parties, as defined in § 22 of the agreement, including in particular the Generator.
6. The scope of the categories of personal data provided - as indicated in Annex No. 6 to the agreement - has been established taking into account the data minimisation principle referred to in Article 5(1)(c) of the GDPR. Changes to Annex 6 to the agreement do not require an annex to the agreement, but only the notification of their introduction together with the reasons for such changes.
7. As a result of the small project Beneficiary's sharing of personal data, the institutions referred to in paragraph 4 receiving these data become independent controllers of the shared data, separate from the small project Partner.
8. The institutions referred to in paragraph 4 may share data with other entities and bodies of the European Union to the extent necessary for the performance of tasks related to the implementation of the Programme, as specified by law or contract.
9. The institutions referred to in paragraph 4 shall not transfer the personal data provided to a third country and international organisation other than the European Union.
10. The small project Beneficiary / -ies is/are obliged to fulfil the information obligation referred to in Articles 13 and 14 of the GDPR towards the persons whose data it acquires, including the Partner(s) involved in the implementation of the small project. The small project Beneficiary / -ies shall comply with the information obligation both on its behalf and on behalf of the institutions referred to in paragraph 4 to which it makes the data available. The information obligation may be fulfilled on the basis of the information clause template constituting Annex No. 7 to the agreement or any other information clause template used by the small project Partner, as long as it contains all the elements and information included in Annex No. 7 to the agreement. Changes to Annex 7 do not require an annex to the agreement, but only a notification of their introduction together with the reasons for their implementation.
11. In the event of an event indicating the likelihood of a personal data breach, as referred to in Article 33 of the GDPR, with respect to personal data shared in connection with the implementation of a small project, and which affects the flow of data in the Generator, or the occurrence of which in one Party will adversely affect the processing of data in the other Party, the Parties undertake to inform each other of the likely personal data breach in order to clarify it and take remedial measures.

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<sup>6</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (Official Journal of the EU L 119 of 04.05.2016, p. 1 as amended)

<sup>7</sup> Not applicable to beneficiaries outside the European Economic Area.

12. In the event of a data protection breach and information security events and incidents, each Party shall handle them in accordance with the applicable internal regulations. In order to communicate information related to events and incidents and breaches in the area of personal data protection in an efficient and timely manner, the Parties shall establish the following points of contact:
  - 1) on the side of the small project Lead Beneficiary: .....
  - 2) on the part of the small project Beneficiary : .....
13. The mutual information referred to in paragraph 11 should concern at least the extent of the information referred to in Article 33(3) GDPR.
14. Each controller handles and reports data protection breaches and notifications to data subjects independently.
15. The parties shall inform each other immediately, at the e-mail addresses indicated in paragraph 12, of the following situations arising with regard to the personal data provided, which may adversely affect their processing in connection with the implementation of the small project:
  - 1) any failure to comply with the controller's obligations, breach of personal data secrecy or misuse of personal data;
  - 2) any action or proceeding carried out, in particular by a supervisory authority, public authorities, the police or a court.
16. The Parties undertake to inform each other of requests for the exercise of the rights of data subjects under Articles 15-22 GDPR - in particular in relation to personal data uploaded to the Generator - affecting the processing of the data made available by the Agreement by the other Parties, and, if necessary, to exchange information on the handling of requests under Articles 15-22 GDPR . This obligation applies to requests that affect the limitation or impossibility of processing the data made available by agreement.
17. The Parties declare that they have implemented appropriate technical and organisational measures to ensure an adequate level of security corresponding to the risks involved in the processing of personal data, as referred to in Article 32 GDPR.
18. Each Party shall be fully responsible for its data processing operations and for the proper implementation of the agreement, in accordance with its terms. Nevertheless, the Parties undertake to assist each other, insofar as necessary, in the performance of their obligations under the law and the agreement, in particular those indicated in Articles 35 and 36 of the GDPR.
19. All data and information provided to the Party in connection with the performance of the agreement, both during and after the termination of the agreement, shall be treated as protected and may only be used by the Party to perform its obligations under the agreement.
20. In particular, information concerning the infrastructure (including, in particular, ICT) and the technical, technological, legal and organisational solutions of the operated devices, systems and ICT networks of the SPF Beneficiary, obtained in connection with the conclusion and execution of the agreement, regardless of the form of recording, the method of transmission or obtaining and the source of such information, shall be protected.

## § 19

### **AMENDMENTS TO THE PARTNERSHIP AGREEMENT**

1. Amendments to the Partnership Agreement must be agreed by all Parties and made in writing by signing an annex to the agreement. The small project Lead Beneficiary shall submit the amended agreement to the SPF Beneficiary no later than 30 days after the conclusion of the annex.

2. Amendments to the Small Project Grant Agreement require an annex to the Partnership Agreement before the next payment application for the project can be submitted.
3. A change of the small project Beneficiary 's bank account, SWIFT or IBAN code, as well as a change of the name and address of the bank where the account is established shall be notified to the small project Lead Beneficiary in writing by the small project Beneficiary. In case a small project Beneficiary fails to inform the small project Lead Beneficiary of a change of its bank account, the small project Beneficiary concerned shall bear all related costs.
4. Neither Party shall be liable for failure to comply with its obligations under the agreement in the event of force majeure. The small project Beneficiary or small project Lead Beneficiary must immediately inform the other small project Beneficiary/-ies, including the Lead one, in writing of the occurrence of force majeure affecting or preventing the implementation of the agreement. The small project Lead Beneficiary, by agreement with the SPF Beneficiary, shall inform the small project Beneficiary/-ies of the effects of force majeure on the implementation of the project.

## **§ 20**

### **GOVERNING LAW AND JURISDICTION**

1. In the event of a dispute, the agreement shall be governed by the law of the country of the SPF Beneficiary.
2. Should a dispute arise between the Parties concerning the interpretation or implementation of the agreement, the Parties shall seek to resolve it amicably. Unless the Parties agree otherwise, the conciliation proceedings will be conducted in the language of the small project Lead Beneficiary, with the participation of an interpreter in the language of the small project Beneficiary / -ies.
3. In the event that the dispute is not resolved through amicable negotiations, it will be settled by the common court having jurisdiction over the seat of the SPF Beneficiary.

## **§ 21**

### **TERMINATION OF AGREEMENT**

1. The small project Lead Beneficiary has the right to terminate the agreement if the small project Beneficiary / -ies:
  - 1) received funding on the basis of:
    - a) false or incomplete declarations or documents,
    - b) withholding information, despite the obligation to disclose, in order to misappropriate or unlawfully retain funding received,
  - 2) has in the performance of the contract failed to comply with national or EU regulations or the provisions of the documents referred to in § 2 para. 4 lit. 2) i 3),
  - 3) used all or part of the grant awarded contrary to its purpose or in breach of national and EU law, current Programme documents and national and EU rules and guidelines, or contrary to the provisions of the agreement, or collected all or part of the funds awarded unduly or in excess,
  - 4) for reasons of their own making:
    - a) has not started the physical implementation of the small project within the deadline indicated in the small project grant agreement,
    - b) has not achieved the intended output indicators of the tasks for which it is responsible,

- 5) is not able to complete the implementation of the tasks of the small project for which it is responsible within the time limit indicated in the small project grant agreement,
  - 6) has ceased to carry out the tasks of a small project for which it is responsible or is carrying them out in a manner incompatible with the contract,
  - 7) refuses to submit to inspection or audit by authorised institutions,
  - 8) has not remedied the identified deficiencies within the specified timeframe,
  - 9) it is in liquidation or administration or has suspended business activities or is the subject of any analogous proceedings,
  - 10) has not informed the small project Lead Beneficiary of such a change in his/her legal status that he/she does not fulfil the requirements set out in the Programme,
  - 11) he is facing criminal proceedings for fraud of a corrupt nature to the detriment of the European Union's financial interests.
2. In the event of termination of the agreement for the reasons referred to in paragraph 1, the small project Beneficiary/-ies shall return the grant paid in accordance with § 11 of the agreement.
  3. As a result of the occurrence of circumstances which make it impossible to continue fulfilling the obligations under the agreement, it may be terminated by mutual agreement of the Parties. The of the small project Beneficiary/-ies then have the right to keep the grant received only in the part of the expenses which corresponds to the correctly implemented part of the small project. The agreement may be terminated at the written request of the of the small project Beneficiary/-ies , if he/she returns the grant awarded in accordance with § 11 of the grant agreement, observing § 16 of the agreement.
  4. Irrespective of the reasons for termination of the agreement, the of the small project Beneficiary/-ies is obliged to archive the documents having to do with the implementation of the project during the period referred to in § 6 (2) point. 15 of the agreement.

## § 22

### FINAL PROVISIONS

1. The contracting parties communicate with each other via ..... [to be completed].
2. The agreement has been drawn up in ..... copies. Each Party shall receive ..... original copy of the agreement.
3. The agreement shall enter into force on the date of signature by the last of the Parties.
4. The agreement has been drafted in English.
5. Unless otherwise agreed by the Parties, communications between the Parties shall be in Polish and Ukrainian.
6. The language of communication with the SPF Beneficiary is Polish and Ukrainian.
7. The annexes are an integral part of the agreement:
  - 1) Annex 1 - Copy of the authorisation/authorisation letter for the person representing the small project Lead Beneficiary
  - 2) Annex 2 - Copy of the authorisation/authorisation for the person representing the small project Beneficiary
  - 3) Annex 3 - List of bank accounts of the small project Beneficiaries

- 4) Annex no 4 - scope of personal data sharing
- 5) Annex no 5 - information clause

<p><b>On behalf of the SMALL PROJECT Lead BENEFIICIARY</b></p> <p><b>[Full name of small project Lead Beneficiary].</b>  .....</p> <p><b>Name of authorised person /</b>  .....</p> <p><b>Position</b>  .....</p> <p><b>Signature and stamp (if applicable) (or qualified electronic signature)</b>  .....</p> <p><b>Place, date</b> .....</p>	<p><b>On behalf of the SMALL PROJECT Beneficiary<sup>8</sup></b></p> <p><b>[Full name of small project Beneficiary ].</b>  .....</p> <p><b>Name of authorised person</b>  .....</p> <p><b>Position</b>  .....</p> <p><b>Signature and stamp (if applicable) (or qualified electronic signature)</b>  .....</p> <p><b>Place, date</b> .....</p>
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<sup>8</sup> Duplicate for more partners.