

EUROPEAN
U R B A N
INITIATIVE

Project Partnership Agreement



Co-funded by
the European Union



Partnership Agreement
for the implementation of the project
EUI02-144 CULTIGEN CULTure, Tourism, reGENeration through
innovative digital solutions and governance platforms
Within the EUI-IA Initiative

Main Urban Authority / Delivery Partner 1	Københavns Kommune
Delivery Partner 2	Aalborg Universitet
Delivery Partner 3	Wonderful Copenhagen
Delivery Partner 4	Storyhunt ApS
Delivery Partner 5	We Do Democracy
Delivery Partner 6	Nationalmuseet

TABLE OF CONTENTS

CHAPTER 1 - GENERAL PROVISIONS	5
ARTICLE 1. LEGAL FRAMEWORK AND DEFINITIONS	5
ARTICLE 2. SCOPE OF THE AGREEMENT	6
ARTICLE 3. DURATION OF THE AGREEMENT	6
ARTICLE 4. DECISION-MAKING UNDER THE AGREEMENT	7
CHAPTER 2 – PROJECT PARTNERS OBLIGATIONS.....	7
ARTICLE 5. GENERAL OBLIGATIONS OF THE PARTIES.....	7
ARTICLE 6. PROJECT AND INITIATIVE PERFORMANCE	10
ARTICLE 7. ELIGIBILITY OF EXPENDITURE.....	10
ARTICLE 8. MANAGEMENT OF THE ADVANCE PAYMENT, LUMP SUMS, AND FINANCING OF JOINT ACTIVITIES	11
ARTICLE 9. AUDIT RIGHTS, EVALUATION OF THE PROJECT AND ARCHIVING OF DOCUMENTS.....	13
ARTICLE 10. COMMUNICATION AND PUBLICITY	13
ARTICLE 11. INTELLECTUAL PROPERTY RIGHTS.....	14
CHAPTER 3 - RESPONSABILITY, LIABILITY FOR UNFULFILLED OBLIGATIONS AND REPAYMENT	15
ARTICLE 12. RESPONSIBILITIES OF THE PARTIES	15
ARTICLE 13. NON-FULFILMENT OF OBLIGATIONS AND LIABILITY	16
ARTICLE 14. REPAYMENT OF FUNDS	16
CHAPTER 4 – CONCLUDING PROVISIONS	17
ARTICLE 15. DELEGATION AND LEGAL SUCCESSION	17
ARTICLE 16. CHANGES IN THE PARTNERSHIP.....	17
ARTICLE 17. AMENDMENT OF THE AGREEMENT AND PROJECT MODIFICATION	18
ARTICLE 18. DISPUTE SETTLEMENT	18
ARTICLE 19. FINAL PROVISIONS.....	18
SIGNATURES.....	20
ANNEX 3 - TRANSFER PARTNERS INTEGRATION AMENDMENT	23
ARTICLE 1. OBJECT OF THE AMENDMENT.....	24
ARTICLE 2. DURATION OF THE AMENDMENT	24
ARTICLE 3. RESPONSIBILITIES OF THE PARTIES	24
ARTICLE 4. ADDITIONAL PROVISIONS APPLICABLE TO THE MUAIN RELATION TO TRANSFER PARTNERS	25
ARTICLE 5. ADDITIONAL PROVISIONS STRICTLY APPLICABLE TO THE TRANSFER PARTNERS.....	25

DISCLAIMER

THE PARTNERSHIP AGREEMENT SIGNED BETWEEN ALL THE PROJECT PARTNERS SHALL CONTAIN ALL DUTIES AND RESPONSIBILITIES OF EACH PROJECT PARTNER BEFORE, DURING AND AFTER THE PROJECT IMPLEMENTATION.

THE PROVISIONS OF THIS AGREEMENT APPLY TO ALL **PROJECT PARTNERS**: DELIVERY PARTNERS AND TRANSFER PARTNERS. WHENEVER PROVISIONS ARE ONLY APPLICABLE TO ONE OF THESE CATEGORIES OF PARTNERS, EITHER **DELIVERY PARTNERS** OR **TRANSFER PARTNERS** ARE SPECIFICALLY MENTIONNED.

THIS PARTNERSHIP AGREEMENT HAS TO BE FORMALLY AMENDED WHENEVER A CHANGE OCCURS IN THE COMPOSITION OF THE PARTNERSHIP. ANY AMEUREMENT TO THE PARTNERSHIP AGREEMENT DURING PROJECT IMPLEMENTATION SHALL BE SHARED WITH THE INITIATIVE AUTHORITIES.

THE CONTRACTUAL RELATIONSHIP WITH TRANSFER PARTNERS HAS TO BE FORMALIZED AT THE LATEST DURING PROJECT IMPLEMENTATION. THE FORMAT IS AT THE DISCRETION OF THE PARTNERSHIP. PLEASE NOTE THAT AN AMENDMENT MODEL FOR TRANSFER PARTNERS INTEGRATION IS AVAILABLE AS ANNEX N°4, AND IN CASE OF USE, MUST BE TAILORED TO THE PARTNERSHIP SPECIFICITIES.

THE INITIATIVE AUTHORITIES CANNOT BE HELD LIABLE FOR THE CONTENT NOR FOR THE USE OF THIS MODEL. THE PARTNERSHIP REMAINS FULLY RESPONSIBLE FOR THE CONTENT OF THE PROJECT PARTNERSHIP AGREEMENT WHICH CANNOT CONTAIN ANY PROVISION CONTRARY TO THE SUBSIDY CONTRACT.

Having regard to the legal framework and obligations and responsibilities set out in the articles 1 and 8 of the Subsidy Contract signed between the Entrusted Entity and Københavns Kommune acting as Main Urban Authority of the project EUI02-144 CULTIGEN CULTure, Tourism, reGENeration through innovative digital solutions and governance platforms.

The following Agreement shall be made between:

Københavns Kommune (hereinafter referred to as the Main Urban Authority)
Nyropsgade 3, 1602 København V
Represented by: Jakob Heide Petersen, Head of Analysis and Development, Culture and Leisure Administration

and

Aalborg Universitet, Frederik Bajers Vej 7K, 9220 Aalborg Ø
Represented by: Keld Thorgård, Head of Department,
Department of Culture and Learning

and

Wonderful Copenhagen, Nørregade 7b, 1165 København K
Represented by: Søren Tegen Pedersen, CEO

and

StoryHunt ApS, Nørregade 7B, 1165 København K
Represented by: Mathias Mølgaard, CEO

and

We Do Democracy, Demokrati Garage, Rentemestervej 57, 2400 København NV
Represented by: Johan Galster, Director and Partner

and

Nationalmuseet, Frederiksholms Kanal 12, 1220 København K
Represented by: Lars Højer, Deputy Director of Research, Collections and Conservation

Hereinafter referred to as the Parties.

For the implementation of the EUI-IA project **EUI02-144 CULTIGEN CULTure, Tourism, reGENeration through innovative digital solutions and governance platforms**, approved by the Selection Committee on the 19th of April 2024, the following Agreement shall be made between the Project Partners, and the Parties have agreed as follows:

CHAPTER 1 - GENERAL PROVISIONS

ARTICLE 1. LEGAL FRAMEWORK AND DEFINITIONS

1. For the purpose of this Agreement, the legal framework as set out in the article 1 of the Subsidy Contract should apply.
2. For the purpose of this Agreement, the following words shall have the following meanings:

Agreement: Project Partnership Agreement.

Application Form: the Application Form as set out in Annex 1 of this Agreement together with any amendments to the Application Form which are approved by the Initiative Authorities.

Approval Decision: the approval decision of the Selection Committee as indicated in the Subsidy Contract.

Initiative: The European Urban Initiative.

Initiative Authorities: the Entrusted Entity, the Permanent Secretariat, the European Commission, and the Accounting Function.

Main Urban Authority: the main responsible entity for the overall project implementation and management. It bears the entire financial and juridical responsibility vis-à-vis the Entrusted Entity. Hereafter **MUA**.

Partnership Agreement: Agreement signed between all the Project Partners containing all duties and responsibilities of each Project Partner before, during and after the project implementation.

Project: EUI02-144 **CULTIGEN CULTure, Tourism, reGENERation through innovative digital solutions and governance platforms** as described in the latest valid version of the Application Form.

Project Partners: Entities named in the Application Form as project stakeholders having a dedicated budget. They include:

- the Main Urban Authority, Associated Urban Authorities and **Delivery Partners** having an active role and responsibilities in the implementation of the project
- **Transfer Partners**, being Urban Authorities joining the Partnership in the course of project implementation, to foster the adaptability of the tested solution to other urban contexts in the EU.

Subsidy: the maximum ERDF co-financing allocated to the project in accordance with the Application Form.

Subsidy Contract: Contract signed between the Entrusted Entity and the Main Urban Authority, specifying the conditions upon which the Entrusted Entity transfers the subsidy for the project implementation to the MUA (on behalf of all Project Partners).

EUI-IA Guidance: the latest published version of the EUI-IA Guidance, complemented by the thematic Factsheets.

ARTICLE 2. SCOPE OF THE AGREEMENT

1. The Parties to this Agreement are the MUA and the Project Partners as above-mentioned and listed in the latest approved version of the Application Form.
2. This Agreement is firstly concluded between the MUA and the Delivery Partners during the project Initiation Phase. Transfer Partners are integrated into the Project Partnership at the latest 12 months after the start of the Implementation phase. This new contractual relationship must be formalized by all Project Partners.
3. The subject of this Agreement is to lay down arrangements and establish cooperation principles and rules of procedure which regulate the rights and responsibilities among the Parties of the Partnership for the successful implementation of the project **EUI02-144 CULTIGEN Culture, Tourism, reGENERation through innovative digital solutions and governance platforms**, as indicated in the Annexes. The Annexes - including all provisions that are based on and refer to - are considered to be an integral part of this Agreement:
 - **Annex 1** – the latest version of the Application Form approved by the Initiative,
 - **Annex 2** – the signed Subsidy Contract between the Entrusted Entity and the Main Urban Authority,
 - **Annex 3** – Transfer Partners Integration Amendment.
4. The MUA and all Project Partners commit themselves in jointly implementing the project in accordance with the distribution of tasks as set in the Subsidy Contract and in the Application Form, with the aim to reach the project main objectives and results.
5. The terms and conditions herein are acknowledged and accepted by all Parties. The MUA and the Project Partners are obliged to respect all rules and fulfil all obligations set forth in the present Agreement, the Subsidy Contract, the latest approved version of the Application Form, and the conditions and/ or recommendations under which the Initiative grants subsidies to the selected project.

ARTICLE 3. DURATION OF THE AGREEMENT

1. The Agreement will enter into force between the Main Urban Authorities and the Delivery Partners on the date on which it is signed by the last of the Parties.
2. The Agreement will remain in force until complete fulfilment of the MUA and Project Partners' obligations under this Agreement and the Subsidy Contract. In particular, all relevant provisions necessary for the fulfilment of the archiving and audit obligations defined in this Agreement shall remain in force until the end of the period referred to in article 9.4 of the present Agreement.
3. If there is a non-resolved dispute between any of the Project Partners arising from the implementation of the project, the Partnership Agreement shall remain in force until the case is settled by the competent body.

4. The Agreement can be terminated prematurely by means of a decision taken by the Project Strategic Team (PST), which also makes arrangements regarding the consequences of such premature termination. Should the Subsidy Contract terminate, the present Agreement would terminate equally. Decision making in this respect follows the procedures described in article 4.

ARTICLE 4. DECISION-MAKING UNDER THE AGREEMENT

1. Decisions with regard to the:
 - operational/day-to-day matters will be made among the partners involved in the activity
 - larger issues with potential cascading effects on other project components shall be discussed within the Project Operational Team (POT). The POT is composed of all Activity Leaders and the Project Coordinator (PC), plus the Communication Manager (CM) when needed.
 - major issues (e.g. on project structural or financial changes) will be taken by the Project Strategic Team (PST) with approval from the MUA Financial Manager (FM). The PST is composed of one senior representative from each Delivery Partner, the MUA FM, the CM, the Scientific- and Technical Manager, the Risk- and Quality Manager, and chaired by the PC
 - general project budget will be taken by the POT with approval from the MUA FM
 - individual budget of Project Partners will be taken by the partner involved with approval from the MUA FM
 - request for the exclusion and addition of Project Partners will be taken by the PST
2. In case of irresolvable disagreement, the decision-making process will be organised as follow: majority vote where the MUA representative has the right of veto

CHAPTER 2 – PROJECT PARTNERS OBLIGATIONS

ARTICLE 5. GENERAL OBLIGATIONS OF THE PARTIES

5.1. Obligations of the Main Urban Authority

- (a) The MUA will comply with all obligations deriving from the Subsidy Contract and the EUI-IA Guidance, and is in charge of the overall coordination, management and implementation of the project.
- (b) The MUA guarantees that it is entitled to represent the Project Partners participating in the project towards the Entrusted Entity and other Initiative Authorities. It shall sign the Subsidy Contract on behalf of all Project Partners and provide them with a copy thereof.

- (c) The MUA guarantees that all Project Partners have complied with all legal requirements, and that all necessary approvals for the proper implementation of the project have been obtained.
- (d) The MUA ensures that it is not in one of the situations of exclusion provided for in Regulation (EU, EURATOM) N°2018/1046, and ensures that its representatives and the Project Partners are not in a situation of exclusion either. The MUA undertakes throughout the duration of the Subsidy Contract to inform the Entrusted Entity without delay if it becomes aware that one of the Project Partners is in any of the situations of exclusion and take the appropriate measures to exclude the Project Partner from the project.
- (e) The MUA assumes sole responsibility for the entire project towards the Entrusted Entity. It will ensure the timely commencement of the project, and the implementation of the entire project within the time schedule in compliance with all obligations to the Entrusted Entity. Likewise, it shall ensure that all activities foreseen within the project are carried out respecting the Annex 1 to this Agreement, all relevant EU and national legislations, and are in line with the EUI-IA Guidance.
- (f) It shall notify the Entrusted Entity of any factors that may adversely affect (delay, hinder or make impossible) the implementation of the project activities and/or financial plan, as well as all circumstances that may cause minor changes, technical adjustments, and major changes to the approved Application Form.
- (g) The MUA shall be the beneficiary of the ERDF grant and shall manage the funds in accordance with the details of this Agreement. Inter alia, it shall ensure their timely onward transfer to the Project Partners, within 25 working days.
- (h) The MUA shall be responsible for the administrative and sound financial management of the funds, including regarding the arrangements for recovering amounts unduly paid. It shall also be responsible for verifying that the expenditure declared by the Project Partners has been incurred only for the purpose of implementing the project, and that it corresponds to the activities agreed between the Project Partners in the frame of the approved Application Form and in accordance with the Subsidy Contract.
- (i) The MUA is responsible for implementing and delivering project transfer activities and bears the responsibility for the identification and selection of the Transfer Partners. Once Transfer Partners are selected and approved by the Initiative, the contractual relationship of the extended project Partnership must be formalized to integrate the Transfer Partners to the existing Partnership and to specify related duties and responsibilities.
- (j) Before submitting a Request for Change, the MUA shall obtain the approval of its Project Partners on the changes proposed. The MUA may set a deadline to the Project Partners

for this approval so that beyond this deadline the proposed changes are considered as approved by the Project Partners.

- (k) The MUA shall keep the Project Partners informed on a regular basis about all relevant communication between itself and the Entrusted Entity and shall inform the Project Partners about all essential issues connected to project implementation.

5.2. Obligations of the Project Partners

Each Project Partner shall:

- (a) undertake all actions necessary for full, timely and smooth implementation of its part of the project, in line with the latest approved version of the Application Form, and as set out in the project Work Plan or otherwise agreed, and in accordance with the description of tasks in the Subsidy Contract.
- (b) take all necessary steps enabling the MUA to comply with its responsibilities as stipulated in the Subsidy Contract.
- (c) comply with the provisions of the Subsidy Contract, the EUI-IA Guidance, and the latest approved version of the Application Form.
- (d) comply with the statutory rules under European law, national statutory regulations, orders, decrees, and rulings, permits and exemptions which are relevant for the performance of the present Agreement, specifically with respect to their own portion of the project. This includes inter alia rules on public procurement, State aid, publicity, further rules on environmental protection and equal opportunities.
- (e) ensure that neither itself nor its representatives are in one of the situations of exclusion provided for in Regulation (EU, EURATOM) N°2018/1046. The Project Partners undertake throughout the duration of the Subsidy Contract to inform the MUA without delay if it becomes aware that its Partner Organization is in any of the situations of exclusion.
- (f) nominate a project manager and a financial manager for the parts of the project for which it is responsible and give the MUA the authority to represent the Project Partner in the project.
- (g) provide the MUA/ Initiative Authorities/ other bodies involved in the Initiative implementation, with all the requested information. This includes those necessary for project coordination, monitoring, implementation, and evaluation, and for reporting purposes, audit or requests for payment. The information so requested will be provided on time and complete.

- (h) notify immediately the MUA of any event or relevant circumstances that could lead to a temporary or final discontinuation or any other deviation of the project, or adversely affect implementation of the project in accordance with the Application Form Work Plan (correctness, timeliness, effectiveness, or completeness of the actions). It shall also inform the MUA if a project partner is involved in pending legal proceedings and of any change related to the name of the organisation, contact details, legal status or any other change concerning the Project Partner's legal entity which may have an impact on the project or on their eligibility to the Initiative.
- (i) make the Project Partner contributions available as foreseen in the latest approved version of the Application Form and this Agreement.
- (j) contribute 20 % of the Project Partner budget as 'in cash contribution' as foreseen in the latest approved version of the Application Form and comply with the planned budget by cost category, spending plan by Project Partner, allocation of tasks and objectives, outputs and results by Project Partner as indicated in the Application Form and to notify the MUA without delay of any event that may lead to a deviation.
- (k) actively encourage the involvement of the stakeholder groups, their participation in the project, and their cooperation with respect to disseminating the project results.

ARTICLE 6. PROJECT AND INITIATIVE PERFORMANCE

1. In case a Project Partner does not successfully reach one or more expected objectives, outputs, or results as set out in the Application Form, the concerned Project Partner is responsible to follow the requested corrective measures by the Initiative Authorities.
2. In case one or more Project Partner(s) fail(s) to respect the contractual arrangements on delivery in time, delivery to budget and delivery of outputs as defined in the Annexes of this Agreement, the Initiative may reduce the subsidy allocated to the project and, if necessary, stop the project by terminating the Subsidy Contract. In such cases, the concerned Project Partner(s) will be liable in compliance with the article 13 of this Agreement.
3. Subsidy payments not requested by each Project Partner in time and in full may be lost for the concerned Project Partner.

ARTICLE 7. ELIGIBILITY OF EXPENDITURE

1. Each Delivery Partner can only report eligible expenditure. In order to be deemed eligible, the reported expenditure of each Delivery Partner shall:
 - (a) relate to activities and costs which are carried out, incurred, and paid from the date of the project start date to the project end date as indicated in the Application Form;

- (b) relate to activities set out in the Application Form which are necessary for carrying out the project and achieving the project's objectives, outputs and results, and are included in the budget of the Application Form;
 - (c) be reasonable, justified, and comply with the applicable EU and Initiative rules. In the absence of rules set at EU or Initiative level or in areas that are not precisely regulated, national or institutional rules in accordance with the principles of sound financial management apply;
 - (d) be incurred and paid out by the Delivery Partner and be substantiated by proper evidence allowing identification and checking;
 - (e) be identifiable, verifiable, plausible, determined in accordance with the relevant accounting principles, and recorded in a separate accounting system or with an adequate accounting code;
 - (f) be verified by a First Level Control in accordance with Regulation (EU) no 2021/1060, article 74.
2. In case a Delivery Partner does not comply with the eligibility rules, the MUA and/or the Initiative Authorities may impose corrective measures which have to be implemented by the concerned Delivery Partner. Those corrective measures can lead to the exclusion of any ineligible expenditure and to the request for repayment of all or part of the concerned subsidy.
 3. By derogation to article 7.1 (a) to (e) above, simplified costs options may be indicated in the EUI-IA Guidance and must be applied accordingly by each Project Partner. Notably, the Transfer Partners whose budget exclusively takes the form of a lump sum, do not need to document that their expenditures have been incurred nor to demonstrate they correspond to reality. Nevertheless, outputs-based controls can be carried out to check the evidence of transfer outputs delivery.

ARTICLE 8. MANAGEMENT OF THE ADVANCE PAYMENT, LUMP SUMS, AND FINANCING OF JOINT ACTIVITIES

1. The management of the advance payment shall be arranged between Delivery Partners as follows:
 - a. When the MUA receives the **first ERDF (advance) payment** (50 % of the total ERDF grant), the MUA will transfer the corresponding share to each partner within 25 working days except the budgeted amount for Office and Administration, as this will be paid in arrears.
 - b. When the MUA receives the **second ERDF (advance) payment** (30 % of the ERDF grant), the MUA will transfer the corresponding share to each partner within 25 working days except the budgeted amount for Office and Administration, as this will be paid in arrears. The second ERDF payment is received by the MUA after the approval of the first Financial Claim (FC1)

including project expenditure validated by the First Level Controller (FLC), which can be submitted when reported expenditure has reached at least 35 % of the total project budget. In case of ascertained or strong indications of non-fulfilment of a Delivery Partner's obligations, which may have financial consequences for the funding of the project, the MUA may retain the advanced payment to the concerned Delivery Partner.

- c. When the MUA receives the **third ERDF payment** (maximum 20 % of the ERDF grant), the MUA will transfer the amount corresponding to each partner's reported expenditure (within the budget framework) within 25 working days. The third ERDF payment is received by the MUA after the approval of the 4th and final Annual Progress Report (APR), the approval of the Final Qualitative Report (FQR) and the validation of project expenditure in the second Financial Claim (FC2) by the FLC.
 - d. Concerning expenses for **Office and Administration** (flat rate 15 % of partner staff cost budget), these will be paid in arrears on a yearly basis following the approval of the Annual Progress Report. After approval, the MUA will transfer the amount corresponding to the reported expenses (within the budget framework) to the Project Partner within 25 working days. The payment of Office and Administration expenses is limited to the ERDF advance payments at any given time.
2. As part of the lump sums granted to the project, the preparation costs will be covered by a lump sum of EUR 25 000 per project, the Initiation Phase costs are covered by a lump sum of EUR 75 000 per project, and the administrative closure costs are covered by a lump sum of EUR 20 000 per project. The corresponding ERDF amounts, respectively maximum EUR 20 000, EUR 60 000, and EUR 16 000 will be paid to Main Urban Authority, who will be responsible to distribute them among the Delivery Partners if the need can be justified.
 3. The budget of each Transfer Partner takes the form of an output-based lump sum amounting to EUR 150 000. The corresponding ERDF of EUR 120 000 is paid to the MUA who is responsible to release it to each Transfer Partner in accordance with the modalities of the EUI-IA Guidance: 30% to be reported in Financial Claim 1 and accepted provided the Partnership Agreement with the Transfer Partners is signed and provided to the Permanent Secretariat, and 70% reported in Financial Claim 2 and accepted provided Transfer Partners' pre-defined deliverables and outputs are completed and submitted to the Permanent Secretariat. Should a Transfer Partner drop out during the implementation period or not deliver the requested outputs, this Partner is not entitled to claim the release of the lump sum (in whole or in part) and shall pay back the already received. This does not affect the release of the lump sum to the other Transfer Partners.
 4. The financing of joint activities is governed by the contracting-Partner-only principle. The contracting Partner is the only one that budgets, contracts, actually pays, ensures verification and reports 100% of the cost item of joint benefit and receives the related

ERDF. The arrangements for sharing costs between the MUA and Delivery Partners are defined between the MUA and involved Delivery Partners. Unforeseen joint expenses for legal assistance or similar will be distributed according to the budget key.

ARTICLE 9. AUDIT RIGHTS, EVALUATION OF THE PROJECT AND ARCHIVING OF DOCUMENTS

1. The European Commission, the European Anti-Fraud Office, the European Court of Auditors, or other Initiative Authorities are entitled to audit the proper use of funds by the Project Partners or arrange for such an audit to be carried out by authorised persons.
2. Each Project Partner will produce all documents required for the audit, provide necessary information and give access to their business premises.
3. In accordance with Regulation (EU) 2021/1060 Articles 44 and 45, each Project Partner undertakes to provide independent experts or bodies carrying out any project evaluation with any document or information necessary to assist the evaluation.
4. Each Project Partner will archive documents related to the project implementation until 31 December 2035. This period shall be longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the Subsidy Contract. In such cases, the Project Partners shall keep the documents until such audits, appeals, litigation or pursuit of claims are closed. Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected.
5. Each Project Partner must ensure that all documents are kept either:
 - b. in their original form;
 - c. as certified true copies of the originals;
 - d. on commonly accepted data carriers including electronic versions of original documents;
 - e. or documents existing as electronic version only.Notwithstanding the foregoing, the archiving formats have to comply with national legal requirements.
6. The requirements as indicated in points (4) and (5) also apply to any Project Partner which leaves the Partnership before the end of the project.

ARTICLE 10. COMMUNICATION AND PUBLICITY

1. Each Project Partner will implement a communication and dissemination plan that ensures adequate promotion of the project and its results towards potential target groups, project stakeholders and the general public in compliance with the Annex IX of Regulation (EU) No 2021/1060, the Subsidy Contract (article 12) and the EUI-IA Guidance. Particular attention shall be paid by beneficiaries to the visibility of the EU funding; any communication or publication related to EUI-IA projects made by beneficiaries, including

at conferences, seminars or in any information or promotional materials, shall indicate European Union support and shall display the European Union emblem. When displayed in association with another logo, the European Union emblem must have appropriate prominence.

2. The Project Partners shall produce their communication material for local stakeholders and citizens in their own language.
3. Unless differently required by the Entrusted Entity, any notice or publication in relation to the project, made in any form and by any means, including the Internet, must state that it only reflects the author's views and that the Initiative Authorities are not liable for any use that may be made of the information contained therein.
4. The Project Partners shall enjoy the unrestricted right to publish their own results for example in scientific works and journals and pursuant to the traditions of the area of research. Publication of another Project Partner's results requires that Project Partner's consent. results jointly owned by two or more Project Partners can be published individually by any of such Project Partner notwithstanding that the other Project Partners may not wish to participate in the publication.
5. Each Project Partner agrees that the Initiative Authorities shall be authorised to publish, in any form and by any means, including the Internet, the following information:
 - the name and contact details of the MUA and of the Project Partners,
 - the project title,
 - a summary of the project activities,
 - the objectives of the project and the subsidy,
 - the project start and end date,
 - the amount of the subsidy and the total budget of the project,
 - the geographical location of the project implementation,

ARTICLE 11. INTELLECTUAL PROPERTY RIGHTS

1. All intellectual property, outputs and results (whether tangible or intangible) that derive from the project will be the property of the MUA and the Project Partners.
2. Notwithstanding the terms of article 11.1 above, the results of the project have to be made available to the general public free of charge by the MUA and Project Partners. The Entrusted Entity and any other Initiative Authority may reserve the right to use all the results for information and communication actions in respect of the Initiative. If there are pre-existing intellectual and industrial property rights which are made available to the project, these will be fully respected provided that they are notified by the MUA and Project Partners to the Entrusted Entity in writing.
3. The project's "Urban Listening Toolkit" will be made available open source under "Creative Commons Attribution-ShareAlike 4.0 International" (CC BY-SA 4.0). This license requires that re-users give credit to the creator. It allows re-users to distribute, remix,

adapt, and build upon the material in any medium or format, even for commercial purposes. If others remix, adapt, or build upon the material, they must license the modified material under identical terms.

4. Any potential income generated by the intellectual property rights must be managed in compliance with the applicable EU, national and Initiative rules.

CHAPTER 3 - RESPONSABILITY, LIABILITY FOR UNFULFILLED OBLIGATIONS AND REPAYMENT

ARTICLE 12. RESPONSIBILITIES OF THE PARTIES

1. The MUA solely assumes responsibility for the entire project as defined in the Subsidy Contract towards the Entrusted Entity. It is liable for infringements of obligations under this Agreement by the Project Partners in the same way as for its own conduct.
2. Each Project Partner is directly and exclusively responsible to the MUA for the due implementation of its respective project part, and for the proper fulfilment of its obligations as set out in this Agreement and in the Application Form.
3. In case a Project Partner does not comply with its obligations as agreed upon in this Agreement and the relevant Annexes, the concerned Project Partner shall be the sole responsible for any liabilities, damages and costs, resulting from the non-compliance.
4. In specific cases of cooperation with third Parties (e.g. concluding sub-contracts) including suppliers of good/services, the Project Partner concerned shall remain solely responsible to the MUA concerning compliance with its obligations as set out in this Agreement. The MUA shall be informed by the Project Partner about the subject and party of any contract concluded with a third party. Any contracts with third Parties will have to be concluded in accordance with EU and national legislation, including procedures set out in the public procurement rules applicable to the contracting Partner.
5. In case of irregularities the MUA bears the overall responsibility towards the Entrusted Entity for the repayment of the amounts unduly paid. If the irregularity is committed by another Project Partner, the concerned organization shall repay to the MUA the amounts unduly paid. When amounts unduly paid to a Project Partner cannot be recovered due to negligence of the Main Urban Authority, the latter shall remain responsible for the repayment.

ARTICLE 13. NON-FULFILMENT OF OBLIGATIONS AND LIABILITY

1. Should one of the Project Partners not fulfil its obligations, the MUA shall warn the concerned Project Partner and remind this Project Partner to comply within a maximum of 10 working days. The MUA shall make any effort to contact the concerned Project Partner(s) in order to solve the difficulties, including seeking the assistance of the Entrusted Entity of the Initiative. The Project Partners undertake to find a rapid and efficient solution.
2. Should the non-fulfilment of obligations continue, despite notifications as mentioned under article 13.1 above, the Main Urban Authorities may decide to exclude/replace the concerned Project Partner, with approval of the other Project Partners. The Entrusted Entity shall be informed and consulted immediately by the MUA of such a decision.
3. In case of non-fulfilment of a Project Partner's obligations having financial consequences for the funding of the project as a whole, the MUA may demand compensation to cover the sum involved.
4. Each Project Partner shall be liable to the other Project Partners and shall indemnify for any damages or costs resulting from the non-compliance of its contractual duties as set forth in this Agreement and the relevant Annexes. For any remaining contractual liability, a Party's aggregate liability towards another Party shall be limited to once a Project Partners share, provided such damage was not caused by a willful act.
5. No Project Partner shall be held liable for not complying with its obligations as agreed upon this Agreement, should the non-compliance be caused by *force majeure*. In such a case, the Project Partner involved must announce this immediately in writing to the other Project Partners of the project. The *force majeure* is any unpredictable and insurmountable event, occurred after the signing of the present Agreement and that prevents the total or the partial execution of the Agreement (e.g. wars, natural calamities, general strikes, insurrections, revolts, epidemics, earthquakes, floods and other similar events that cannot be attributed to any party of / bonded by the Agreement). The *force majeure* exonerates the Parties of the responsibility for not executing partially or totally the obligations stipulated in the Agreement during the period they appear and only if the events were properly notified. It is not considered as being *force majeure* any event similar to those presented above, that, without creating an impossibility of execution, makes the execution of the obligations very difficult for one of the Parties.

ARTICLE 14. REPAYMENT OF FUNDS

1. Should the Entrusted Entity, in accordance with the provisions of the Subsidy Contract, demand repayment from the MUA of all or part of the subsidy already transferred, each Project Partner concerned by the irregularity resulting in the repayment, is obliged to reimburse its share of the subsidy amount unduly received to the MUA.

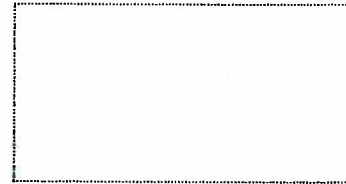
3. In case of discrepancies between the Subsidy Contract and this Agreement, the provisions of the Subsidy Contract shall prevail.
4. If any provision in this Agreement should be wholly or partly ineffective, all other provisions remain binding, and the Parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.
5. The present Agreement is done in 6 originals of which each Party keeps one original. Each one must be countersigned by every Project Partner. A scanned copy shall be transmitted to the Entrusted Entity.
6. The Parties signing the Agreement have fully understood and accepted the contents of the Subsidy Contract and undertake the activities and responsibilities in the meaning as included therein.

SIGNATURES

Place, Date:

Name of Main Urban Authority:
Copenhagen

Name and function of legal responsible:
Jakob Heide Petersen, Head of Analysis and Development,
Administration of Culture and Leisure



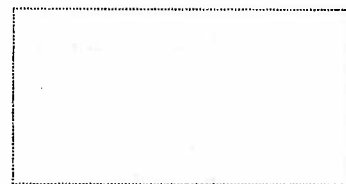
Stamp

Signature:

Place, Date:

Name of Project Partner 2:
Aalborg University

Name and function of legal responsible:
Keld Thorgård, Head of Department,
Department of Culture and Learning



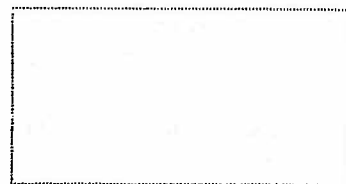
Stamp

Signature:

Place, Date:

Name of Project Partner 2:
Wonderful Copenhagen

Name and function of legal responsible:
Søren Tegen Pedersen, CEO



Stamp

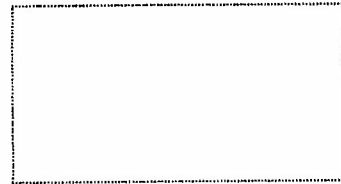
Signature:

Place, Date:

Name of Project Partner 2:
StoryHunt ApS

Name and function of legal responsible:
Mathias Mølgaard, CEO

Signature:



Stamp

Place, Date:

Name of Project Partner 2:
We Do Democracy

Name and function of legal responsible:
Johan Galster, Director and Partner

Signature:



Stamp

Place, Date:

Name of Project Partner 2:
The National Museum of Denmark

Name and function of legal responsible:
Lars Højer, Deputy Director of Research,
Collections and Conservation

Signature:



Stamp

Project Partnership Agreement

Annex 3 - Transfer Partners Integration Amendment

Template

ANNEX 3 - TRANSFER PARTNERS INTEGRATION AMENDMENT

to the Partnership Agreement Of

**EUI02-144 CULTIGEN CULTure, Tourism, reGENeration through
innovative digital solutions and governance platforms** Within the
EUI-IA Initiative

MUA/ Project Partner 1	Københavns Kommune
Delivery Partner 2	Aalborg Universitet
Delivery Partner 3	Wonderful Copenhagen
Delivery Partner 4	Storyhunt
Delivery Partner 5	We Do Democracy
Delivery Partner 6	Nationalmuseet
Transfer Partner 1	Municipio III Roma
Transfer Partner 2	Bordeaux Métropole
Transfer Partner 3	Municipality of Constanta

ARTICLE 1. OBJECT OF THE AMENDMENT

1. In accordance with the provisions of the Subsidy Contract, of the EUI-IA Guidance and of the Partnership Agreement signed on [November 25, 2024], which is the subject of this amendment, Transfer Partners are included in the Partnership of the Project EUI02-144 CULTIGEN CULTure, Tourism, reGENeration through innovative digital solutions and governance platforms. The tasks of the Transfer Partners and the tasks of the MUA and Delivery Partners in relation to the Transfer Partners are presented in the EUI-IA Guidance. This amendment formalizes the integration of the Transfer Partners to the Partnership Agreement and specifies the Project Partners duties and responsibilities in that respect.
2. This Amendment to the Partnership Agreement has validity only provided it is signed by all Parties involved: the signatories of the initial Partnership Agreement (MUA and Delivery Partners) and the new signatories of this Amendment (Transfer Partners).
3. All parties to the present Agreement either agree to integrate the following entities, or to be integrated as Transfer Partners within the Partnership:

Municipio III Roma, Piazza Sempione 15, 00141 Roma, Italy
Represented by: *Paolo Emilio Marchionne*

Bordeaux Métropole, Esplanade Charles de Gaulle, 33045 Bordeaux, France
Represented by: *Christine Bost*

**Municipality of Constanta, Adress Tomis Blvd, no 51, postal code 900725,
City Constanta, County Constanta, Romania**
Represented by: *Vergil Chițac*

4. Considering the transnational nature of the Partnership, the Partnership Agreement and the present Amendment are made in English.

ARTICLE 2. DURATION OF THE AMENDMENT

The Amendment enters into force on the date on which it is signed by the last of the Parties (including both Main Urban Authority/ Delivery Partners and Transfer Partners), and until the end of any contractual obligations as fixed in the article 3.2 of the Partnership Agreement.

ARTICLE 3. RESPONSIBILITIES OF THE PARTIES

1. The provisions of the Partnership Agreement remain applicable in full to all Project Partners, including the Transfer Partners. The present Amendment is without effect on

SIGNATURES

Place, Date: *Roma, 13 MARZO 2025*

Name of the Transfer Partner 1:
Municipio III Roma

Name and function of legal responsible:
Paolo Emilio Marchionne,
President Municipio III Roma

Signature:

Paolo Emilio Marchionne

MUNICIPIO ROMA III MONTESACRO
Il Presidente
Paolo Emilio Marchionne

Stamp

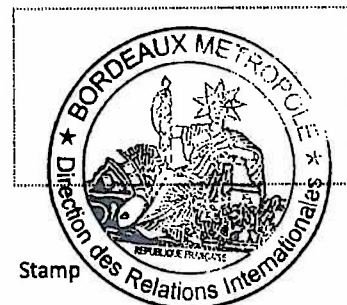
Place, Date: *BORDEAUX, 3 April 2025*

Name of the Transfer Partner 2:
Bordeaux Métropole

Name and function of legal responsible:
Christine Bost, President of Bordeaux Metropole

Signature:

C. Bost



Stamp

Place, Date: *CONSTANTA, 04 APRIL 2025*

Name of the Transfer Partner 3:
Municipality of Constanta

Name and function of legal responsible:
Vergil Chițac,
Mayor

Signature:

Chițac



Stamp

Place, Date:

Name of Main Urban Authority:
City of Copenhagen

Name and function of legal responsible:
Jakob Heide Petersen, Head of Analysis and Development,
Administration of Culture and Leisure



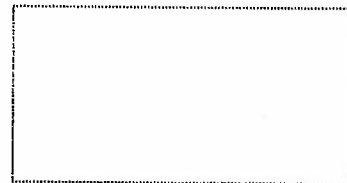
Stamp

Signature:

Place, Date:

Name of Project Partner 2:
Aalborg University

Name and function of legal responsible:
Keld Thorgård, Head of Department,
Department of Culture and Learning



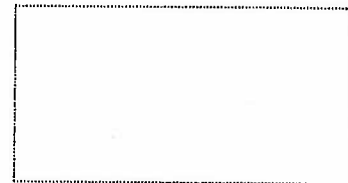
Stamp

Signature:

Place, Date:

Name of Project Partner 3:
Wonderful Copenhagen

Name and function of legal responsible:
Søren Tegen Pedersen, CEO



Stamp

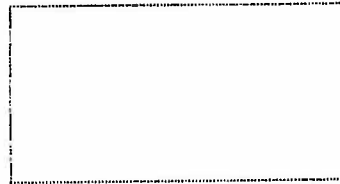
Signature:

Place, Date:

Name of Project Partner 4:
StoryHunt ApS

Name and function of legal responsible:
Mathias Mølgaard, CEO

Signature:



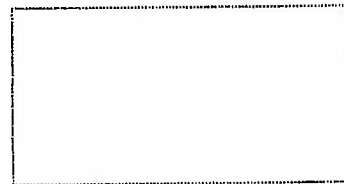
Stamp

Place, Date:

Name of Project Partner 5:
We Do Democracy

Name and function of legal responsible:
Johan Galster, Director and Partner

Signature:



Stamp

Place, Date:

Name of Project Partner 6:
The National Museum of Denmark

Name and function of legal responsible:
Lars Højer, Deputy Director of Research,
Collections and Conservation

Signature:



Stamp

PENNEO

Underskrifterne i dette dokument er juridisk bindende. Dokumentet er underskrevet via Penneo™ sikker digital underskrift. Underskrivernes identiteter er blevet registreret, og informationerne er listet herunder.

"Med min underskrift bekræfter jeg indholdet og alle datoer i dette dokument."

Søren Tegen Pedersen

Underskriver

På vegne af: Wonderful Copenhagen

Serienummer: 1a37ad15-d624-4e07-840f-e9386b85f826

IP: 87.49.xxx.xxx

2025-05-19 10:04:14 UTC



Jakob Heide Petersen

Underskriver

På vegne af: Københavns Kommune

Serienummer: 9d006c0f-d95e-44e8-9d9a-b5482e34eec9

IP: 193.169.xxx.xxx

2025-05-19 10:31:14 UTC



Keld Thorgård

Underskriver

På vegne af: Aalborg Universitet

Serienummer: 04eb82b4-1dee-454e-8e05-0812d27859c9

IP: 130.225.xxx.xxx

2025-05-19 11:39:33 UTC



Lars Højer

Underskriver

På vegne af: Nationalmuseet

Serienummer: 0e12b961-bfa9-48b6-8c83-f71bbd214534

IP: 194.182.xxx.xxx

2025-05-20 21:16:39 UTC



Johan Galster

Underskriver

På vegne af: We Do Democracy

Serienummer: 50811afa-93c8-4863-8758-0e76b266a9a1

IP: 93.176.xxx.xxx

2025-05-21 09:39:30 UTC



Mathias Holm Mølgaard

Underskriver

På vegne af: Storyhunt ApS

Serienummer: ae8f53b6-df6f-4808-9448-08df5a7e3b8a

IP: 2.106.xxx.xxx

2025-05-21 10:40:15 UTC



Dette dokument er underskrevet digitalt via [Penneo.com](https://penneo.com). De underskrevne data er valideret vha. den matematiske hashværdi af det originale dokument. Alle kryptografiske beviser er indlejret i denne PDF for validering i fremtiden.

Dette dokument er forseglet med et kvalificeret elektronisk segl. For mere information om Penneos kvalificerede tillidstjenester, se <https://eutl.penneo.com>.

Sådan kan du verificere, at dokumentet er originalt

Når du åbner dokumentet i Adobe Reader, kan du se, at det er certificeret af Penneo A/S. Dette beviser, at indholdet af dokumentet er uændret siden underskriftstidspunktet. Bevis for de individuelle underskrivernes digitale underskrifter er vedhæftet dokumentet.

Du kan verificere de kryptografiske beviser vha. Penneos validator, <https://penneo.com/validator>, eller andre valideringstjenester for digitale underskrifter.