



CNSS

Clean North Sea Shipping

BENEFICIARY AGREEMENT

for the INTERREG IVB

Project

**Clean North Sea Shipping – Improved
Dissemination and Impact (CNSS-IDI)**



The European Regional
Development Fund

The Interreg IVB
North Sea Region
Programme



HORDALAND
FYLKESKOMMUNE
Lead beneficiary



The European Regional
Development Fund

The Interreg IVB
North Sea Region
Programme



HORDALAND
FYLKESKOMMUNE
Lead beneficiary



This Beneficiary Agreement is providing the agreed basis for the co-operation between the Beneficiaries mentioned below in implementing the CNSS-IDI project:

Beneficiary Organisation	Country	Signing representative(s)	Project Contact Person
Hordaland County Council / CNSS-IDI Financial manager	NORWAY	Bård Sandal	Lars Tveit / Nils Vetlesand
Port of Antwerp	BELGIUM		Luc van Espen
University of Newcastle upon Tyne	UNITED KINGDOM		Alan J. Murphy
Helmholtz-Zentrum Geesthacht Zentrum für Material- und Küstenforschung GmbH	GERMANY		Volker Matthias
Harlingen Municipality	THE NETHERLANDS		Anna Venema
Swedish Marine Technology Forum	SWEDEN		Karina Linner

§ 1 Basis for the Agreement

The Lead Beneficiary and the Beneficiaries of CNSS-IDI make this Beneficiary Agreement to carry out the required tasks in the CNSS-IDI project on the basis of the following enclosed documents:

Appendix 1: Contract for the CNSS-IDI project, duly signed by the INTERREG IVB North Sea Programme Secretariat and the Lead Beneficiary for CNSS-IDI Grant offer letter

Appendix 2: The approved application for CNSS-IDI

Appendix 3: The Project Manual for CNSS-IDI

The above named appendices (Appendix 1 - 3) are an integral part of this Contract.

The Letters of Intent, provided from each of the Beneficiaries (part of Appendix 2), constitute the formal obligation by the Beneficiaries.

This formal obligation is the basis for the Beneficiary Agreement.



§ 2 Distribution of Tasks and Responsibilities

The basis for the distribution of tasks and responsibilities is the tasks and activities with schedules described in the CNSS-IDI Application and updated versions as decided by the SC, determined under the contractual basis referred to in § 1.

§ 3 Lead beneficiary (LB)

On the basis of the Contract signed with the INTERREG IVB North Sea Programme Secretariat (Appendix 1), the responsibility for the management of the CNSS-IDI as an INTERREG IVB project is handed to Hordaland County Council as Lead Beneficiary.

§ 4 Steering Committee (SC)

The SC has the responsibility to monitor the project implementation including:

- approval of deliverables
- approval of administrative and financial reports
- budget changes
- changes or improvements of the whole operation

The SC decides about issues which have been put forward to the SC by the LB or proposed by the SC.

§ 5 Duties of the Beneficiaries

Each Beneficiary and the Lead Beneficiary are obliged to fulfil all their obligations arising out of the Beneficiary Agreement and the documents referred to in § 1, and actively and punctually in respect to each other.

Each Beneficiary is obliged to provide the Lead Beneficiary with any information and documents necessary in order to fulfil the obligations arising out of the contract between the Lead Beneficiary and the INTERREG IVB North Sea Programme Secretariat, and promptly to correct any errors of which he attains knowledge.

The Lead Beneficiary is obliged to provide the other Beneficiary as soon as possible with all necessary information arising out of the Contract between the Lead Beneficiary and the INTERREG IVB North Sea Programme Secretariat.

The tasks and responsibilities of the individual Beneficiaries will be defined in the detailed work plans for the various Work Packages.



§ 6 Procurement of Goods and Services from Third Parties

Procurement of goods and services from third parties must comply with EU and national regulations for government procurement.

All Beneficiaries, also in the capacity of Work Package leaders, must also comply with any local regulation applicable to them.

The procurement and award of contract have to respect the project budget and the financial directions given by the Lead Beneficiary.

It should be ensured when sub-contracting to third parties that the rights of the other Beneficiaries to results also include the results of work of the sub-contractor. The Beneficiary in question shall ensure that any information disclosed to the sub-contractor shall be treated in confidence in accordance with the obligations of the Beneficiaries pursuant to §12. The financial responsibility for the sub-contract rests with the awarding Beneficiary.

§ 7 Completion Deadlines

The completion deadlines of the tasks, measures and activities will be in line with the existing commitments within the task schedule (Gantt chart) of the CNSS-IDI and the contractual agreements between the Lead Beneficiary and the INTERREG IVB North Sea Programme Secretariat, within the CNSS-IDI duration, as well as those contractual principles referred to in § 1.

Each Beneficiary is to inform the Lead Beneficiary as soon as possible about any expected delay in delivery of anything whose delivery is the responsibility of that Beneficiary, and to suggest a new deadline and possible remedies to minimise or avoid the delay. Based on this, a revised deadline is to be agreed on with the Lead Beneficiary.

Having received the necessary documentation from the Beneficiaries, the Lead Beneficiary has to make sure that the transfer of the Grant to the Beneficiaries happens without any delay.

In the case of non-delivery, the Lead Beneficiary will, after discussing the case in the SC, bring the case to the JTS Viborg, INTERREG IVB.

In case the Lead Beneficiary finds that a decision by the SC is in conflict with its sole responsibility conferred upon it by § 3 Beneficiary Agreement, the Lead Beneficiary has the right to consult



the JTS Viborg, INTERREG IVB, and to bring the case for arbitration in accordance with §15.

If a Beneficiary leaves the project, all documents produced by it exclusively for and directly in connection with the project shall be handed over to the Lead Beneficiary.

§ 8 Financing

The basis for financing the activities is the approved application from the INTERREG IVB North Sea Programme Secretariat, in compliance with the Letter of Intent.

The costs for shared activities will be covered based on the following procedures:

1. Shared project management (costs for PM) will be covered by Lead Beneficiary Hordaland County Council
2. In general costs for hosting international project meeting will be covered by the partners from the region hosting the meeting (meeting rooms, lunches and one meeting dinner)
3. Hordaland County Council will be - after specific written approval - financial responsible for the production of publications, leaflets, posters, and likewise.

§ 9 Reporting, Accounting and Auditing

The Beneficiaries will submit 1 internal interim progress report by 01.02.2015 with deadline 16.02.2015.

The project accounting shall be carried out by the Beneficiaries in accordance with the procedures and formats imposed by the INTERREG IVB North Sea Secretariat.

All Beneficiaries shall have a controller/auditor that is approved by the national authorities. Guidelines from the INTERREG IVB North Sea Programme Secretariat shall be adhered to. The auditor's signature is needed before a financial report is accepted. The financial reports with documents shall, according to the EU regulation, be kept till 2025.

All the Beneficiaries shall, when requested, send copies of documents to the Lead Beneficiary together with each of the



reports, for the Lead Beneficiary to keep all the documents in one place. The Lead Beneficiary shall provide the Beneficiaries with a receipt for receiving the documents. Each Beneficiary has nevertheless to adhere to the institution's own rules and regulations.

§ 10 Publication - Public Relations - Internal Communication

For all publications, regardless of the media used (publications, websites, videos, events etc.), the specific logo of the CNSS-IDI, the North Sea Region Programme and EU must be used, in accordance with the North Sea Region Program guidelines.

All publications relating to the subject of the Agreement shall be mutually coordinated. The Beneficiaries shall take into account the interests of the other Beneficiary(s) in relation to the timing and content of the publications. The consent of the Beneficiaries to the intended publication may not be unreasonably withheld.

For the publication of results which can be traced back to information, data and software from the project, the Beneficiary responsible for this development must always be named.

The working language is English, but the Beneficiaries may translate documents to their national language as found instrumental for their region.

A project website will be established. This is where all information relating to the project will be filed, in order to have a continuous overview of the status and the results of the project, and to support a smooth co-ordination and implementation of the entire project.

§ 11 Intellectual property

Considering results from the project, all Beneficiaries shall adhere to the principles in Fact Sheet 7 from the North Sea Region Programme: "All project results are made available to the general public free of charge, i.e. the organisation has no physical or intellectual ownership of project results or outcome". No intellectual property is transferred unless specifically stated in a written agreement between the concerned Beneficiaries. However, intellectual property in anything (data, software etc.) that a Beneficiary makes available to the project remains the intellectual property of that Beneficiary and cannot be used by other Beneficiaries after the conclusion of the project without a written agreement with the Beneficiary in question.



Anything already bound by intellectual property rights made available to the project by a Beneficiary or a Beneficiary on behalf of a third party, which also appears in the results produced by the project, shall not be treated as a result of the project.

Accordingly, any intellectual property rights in such material shall remain the property of the Beneficiary making it available to the project, in whose sole discretion shall remain any decision as to whether and to what extent to enable the material to be made available to others, whether as described in the said Fact Sheet or otherwise.

The Contractual Partners mutually grant in relation to the know-how and results of work achieved through the research, a non-exclusive, gratuitous right of use for the implementation for the Project which shall be limited to its duration. Likewise the Contractual Partners mutually grant in relation to any possible intellectual property rights, copyright and any other industrial property right, including rights under competition law, solely for the implementation of the Project, a non-exclusive, gratuitous right of use for the implementation of the Project which shall be limited to its duration.

To the extent that there are no conflicting obligations, the Beneficiaries likewise mutually grant in relation to know-how including intellectual property rights and copyright which was already available to the Beneficiaries prior to the Project and which is necessary for the Project, a non-exclusive, gratuitous right of use for the implementation of the Project for the duration of the Project.

§ 12 Confidentiality, Data Protection

Information from and between the Beneficiaries are not confidential, unless this is specifically requested and agreed to in writing. If such agreement exists, the parties are required to keep such information confidential, also after the end of the project.

All personal information that is being handled in the project should be handled according to existing law and practices on Data Protection. The Beneficiary that provides the data is required to specify what these are. The Beneficiaries are required to take all measures required to ensure that confidentiality and data protection are being taken appropriately care of.

12.1 Confidential information in the sense of this Agreement is such information to which the Beneficiaries have access in the Project. This is not just technical information but also business



information such as trade and business secrets and any documentation and data carriers that have been made available.

12.2 The respective recipient of the confidential information is obliged to treat the information received in confidence. It shall not distribute, publish or pass on such information to anyone other than those Beneficiaries named under this Agreement. Excluded from this are companies which are connected with the Beneficiaries as affiliates. The Beneficiaries give a mutual assurance that its employees and its connected companies who are given access to the confidential information shall comply with the obligations under Article 12 and shall be correspondingly bound to such obligations. This obligation shall apply beyond the term of this cooperation.

12.3 Confidential information in the sense of this Agreement shall be protected from unauthorised access through appropriate measures.

12.4 The above obligations shall not apply for confidential information which prior to receipt from the information provider was either generally available or was already in the possession of the recipient without any obligation of confidentiality. Furthermore, the obligations of confidentiality as against the information provider shall end as soon as

- a. confidential information becomes generally available without breach of this Agreement,
- b. confidential Information comes to the knowledge of the recipient through a third party without breach of any obligation of confidentiality owed by the recipient to the provider of the information, or
- c. independent of the information provider, recipient possesses the confidential information as a result of his own development or investigation.
- d. confidential information is required by law or by judicial decision to be disclosed by the receiving party provided that the receiving party gives the disclosing party prompt written notice of such a requirement prior to such disclose.

12.5 The provisions on confidentiality / data protection shall come into force upon the signing of this Agreement.

12.6 The confidentiality obligation that binds the Beneficiaries pursuant to this Article 12 shall continue beyond the end of this Beneficiary Agreement for as long as the confidential information does not become public, and for which the respective recipient of the information bears the burden of proof. All obligations arising out



of or in connection with this Article 14 shall end at the latest 5 years after the signing of this Beneficiary Agreement unless otherwise agreed by the Beneficiaries."

§ 13 Liability

With reference to the Contract for the CNSS-IDI project (appendix 1) stating that the Hordaland County Council is responsible for the full implementation of the entire project both content wise and financially, similarly each Beneficiary is responsible for the full implementation of their part of the project both content wise and financially. In this respect, the Beneficiaries warrant the use of scientific accuracy as well as adherence to recognised technical rules. They are not responsible for the correctness or suitability for a certain purpose of the results of the research and development in the context of this Agreement. Likewise, no Beneficiary gives a warranty that rights of use granted by him can be exercised free of third party rights.

As the Lead Beneficiary is on behalf of the Beneficiaries liable towards JTS Viborg for infringements of the obligations referred to in appendix 1, similarly each Beneficiary is liable towards the Lead Beneficiary for infringements of their obligations in the project. However, liability of the Beneficiaries towards the Lead Beneficiary shall be limited to the Project share of the respective Beneficiary except in cases of deliberate acts or gross negligence.

The passing on of information and material from a Beneficiary in accordance with the Beneficiary Agreement should not result in further obligations or further liabilities other than those specified in Paragraph 5 for the submitting Beneficiary.

13.1 Liability towards each other

13.1.1 No warranties

In respect of any information or materials (incl. Foreground and Background) supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and



- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party exercising its Access Rights.

13.2 Limitations of contractual liability

No Beneficiary shall be responsible to any other Beneficiary for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by a breach of confidentiality.

A Beneficiary's aggregate liability towards the other Beneficiaries collectively shall be limited to once the Beneficiary's share of the financial grant of the Project provided such damage was not caused by a wilful act or gross negligence.

The terms of this Agreement shall not be construed to amend or limit any Party's non-contractual liability.

13.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Agreement or from its use of Foreground or Background.

13.4 Force Majeure

No Party shall be considered to be in breach of this Agreement if such breach is caused by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

Force Majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this Agreement by the Beneficiaries, which is beyond their control and cannot be overcome despite their reasonable endeavours. Any default of a product or service or delays in making them available for the purpose of performing this agreement and affecting such performance, including, for instance, anomalies in the functioning or performance of such product or service, labour disputes, strikes or financial difficulties do not constitute Force Majeure.



§ 14 Changes of the Beneficiary Agreement

All changes and amendments to the Beneficiary Agreement require the written approval of all Beneficiaries.

Amendments and supplements to this Agreement require the written form. This requirement shall also apply to any amendment to the written form requirement.

§ 15 Arbitration

Any dispute shall if possible be resolved amicably. In case disputes are not resolved by these means, any Beneficiary may request arbitration. Each Beneficiary going to arbitration shall be entitled to appoint one arbitrator to sit on a committee of arbitrators, which shall determine the dispute. The Court of Bergen City appoints another arbitrator who will be the Chair of the committee. The determination of the arbitration committee is final. The laws of Norway are applicable.

§ 16 Signature and Language of the Beneficiary Agreement

The Beneficiary Agreement will be prepared only in the English language, and be signed by the Lead Beneficiary and the Beneficiaries.

Bergen, 1. November 2014

Harlingen, February 2015

On behalf of Lead Beneficiary

On behalf of Beneficiary

Bård Sandal, Director
Hordaland County Council

Maria le Roy, deputy mayor
Gemeente Harlingen

A handwritten signature in blue ink, consisting of a large, stylized 'M' followed by a long horizontal stroke that extends to the right and then curves upwards.