



INTERREG ATLANTIC AREA 2021-2027

PARTNERSHIP AGREEMENT

V1. January 2023



Firma 1 de 1
Carlos Alberto Caramés Luengo
06/11/2025
ALCALDE

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Partnership Agreement

« EAPA_0068/2024 »; « SMART Coast »

Having regard to:

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

The following agreement is hereby made between the lead partner (LP) of the project and the project partners (PPs) as listed in the last version of the application form of the Interreg Atlantic Area project EAPA_0068/2024 “SMART Coast”, approved by the Monitoring Committee (MC) on 3rd of July 2025.

- This template provides common articles but is not limited to these – programmes may add relevant articles if needed.
- This document is not expected to be part of online systems, yet it should form part of the project data and, as such, should be uploaded/stored in the online system used by the given programme.
- It is possible to add a list of relevant annexes at the end of the document.
- It is possible to add a liability disclaimer to this partnership agreement, to inform projects that the Managing Authority (MA)/Joint Secretariat (JS) cannot be held responsible for the content of the articles. This responsibility belongs to the LP, as described in Article 26(1)a of Regulation (EU) 2021/1059.

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Abbreviations

CPR	Common Provisions Regulation
EC	European Commission
ERDF	European Regional Development Fund
EU	European Union
JS	Joint Secretariat
LP	Lead Partner
MA	Managing Authority
MC	Monitoring Committee
PP	Project Partner (PPs - Project partners)
SIGI	Integrated management information system

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Article 1 - Legal framework

The following legal provisions and documents constitute the contractual basis of this partnership agreement and the legal framework applicable to the rights and obligations of the parties to this contract for the implementation of the above-mentioned project:

- The European Structural and Investment Funds Regulations, as well as Delegated and Implementing Acts for the 2021-2027 programming period, especially:
 - 1) 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 (hereinafter referred to as ERDF), the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy (Common Provisions Regulation – hereinafter referred to as CPR);
 - 2) Regulation (EU) 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund;
 - 3) Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments (hereinafter referred to as Interreg Regulation));
 - 4) Other regulations and directives applicable to the implementation of projects co-funded by the ERDF;
- The Interreg Atlantic Area Programme 2021-2027 (CCI 2021TC16RFTN002), approved by the European Commission (hereinafter referred to as EC) on 08/09/2022; (Decision No. C (2022)6576 setting the Programme);
- The laws of the PPs countries applicable to this contractual relationship;
- 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, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (Financial Regulation) together with related Delegated or Implementing Acts;
- Articles 107 and 108 of the Treaty on the Functioning of the EU; Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the

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Treaty on the Functioning of the EU to de minimis aid; Commission Regulation (EU) No 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (General Block Exemption Regulation - GBER) and its amendment, in particular Commission Regulation (EU) 2021/1237 amending Regulation (EU) No 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty; Delegated and Implementing acts as well as all applicable decisions and rulings in the field of State aid;

- Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC (General Data Protection Regulation, GDPR);
- All other EU legislation and the underlying principles applicable to the LP and its PPs, including the legislation laying down provisions on public procurement, on competition and entry into the markets, on sustainable development and environmental protection, on equal opportunities, non-discrimination, and gender equality;
- Project data, i.e., comprise the information integrated into the latest application form, as well as all project information available in the Integrated management information system (hereinafter referred to as SIGI);
- The Subsidy Contract concluded between the LP of the project and the MA;
- All manuals, guidelines, and any other documents relevant to project implementation (e.g., Programme Manual and call-specific Terms of Reference) in their applicable/latest version as published on the Programme website or handed over directly to the LP during the implementation of the project.

In case of amendment of the above-mentioned legal norms and documents, and any other documents of relevance to the contractual relationship (e.g., the project application form), the latest approved version shall apply.

Article 2 - Definitions

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

- Project partner: any institution financially contributing to the project and contributing to its implementation, as identified in the approved application form. It corresponds to the term “beneficiary” used in the European Structural and Investment Funds Regulations. The LP (see definition below) is also considered a PP. Therefore, any clause in this Partnership Agreement concerning the PPs must also apply to the LP.

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- Lead partner: the PP designated by all partners and who assumes responsibility for ensuring the implementation of the entire project according to Articles 23(5) and 26(1)b of Regulation (EU) No 2021/1059.
- Associated partner: any institution/body involved as an observer in the project without financial contribution, as identified in the approved project application form.
- Project data: information included in the latest application form available in SIGI.

Article 3 - Partnership Agreement subject

- This partnership agreement lays down the arrangements regulating the relations between the LP and all other PPs to ensure sound implementation of the project as described in the project data, as well as in compliance with the conditions for support set out in the European Structural and Investment Funds Regulations, delegated and implementing acts, the Programme Manual based thereon, and the subsidy contract signed between the MA and the LP.
- This document is an appendix to the application form.
- The LP and all PPs commit themselves to jointly implementing the project in accordance with the latest version of the approved application form, with the aim of reaching the objectives of the project. This also includes the commitment to produce qualitative outputs and to achieve the results set in the application form.
- The LP and all PPs declare to have carefully read and accepted the legal framework and the other relevant norms affecting the project. In case changes to the subsidy contract affect the partnership agreement, this document shall be adjusted accordingly.
- The present partnership agreement also serves explicitly as written power of attorney of the PPs to LP and authorises the latter to perform the specific duties and responsibilities as set out below.

Article 4 - Duration of the Partnership Agreement

The present partnership agreement comes into force once it has been signed by the LP and each PP individually and under the condition that the project is approved for Programme financing. It remains in force until the LP and PPs have fully completed their obligations as further defined in Article 6 of this agreement towards the MA and any relevant European and national body.

Article 5 - Project management and lead partner responsibilities

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- The LP shall assume the sole responsibility towards the MA for implementing, managing, and coordinating the entire project and fulfilling all obligations arising from the subsidy contract.
- The obligations of the LP are listed in the subsidy contract, enclosed in this agreement as Annex 1.
- In addition, the LP is obliged to:
 - 1) Take all the necessary actions to comply with the requirements indicated in the Programme Manual;
 - 2) Ensure to take all the necessary measures to avoid the subsidy contract being terminated by the MA and, thus, to prevent the Partnership being asked to repay the subsidy, according to Article 17 of the subsidy contract.
- Furthermore, the project LP:
 - 1) Is entitled to represent the PPs in the project and coordinate the partners listed in the project data;
 - 2) Ensures the project's financial management and is responsible for the overall coordination, management and implementation of the project to the MA;
 - 3) Ensures the timely commencement and implementation of the activities within the project's lifetime, in compliance with all obligations to the MA. The LP must notify the JS of any factors that may affect good project implementation of the project activities and/or the financial plan;
 - 4) Monitors the delivery of the agreed work plan, setting out tasks to be undertaken as part of the project, the role of the PPs in their implementation, and the project budget;
 - 5) Prepares and submits the Project Progress Reports, including supporting documents, according to the Programme Manual, and additional requested documents and/or information from MA/JS;
 - 6) Prepares and submits requests for project modifications according to the Programme Manual;
 - 7) Is, in general, the contact point representing the partnership for any communication with the JS/MA or any other of the Programme bodies;
 - 8) Provides the partners with copies of all relevant project documents and reports on the implementation of the project. The LP must regularly inform the PPs of all relevant communication between the LP and the MA/JS;

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- 9) Carries out any other tasks agreed upon with the PPs based on the project's Steering Committee internal rules;

Article 6 - Project management: partners' responsibilities

- Each PP shall comply with the relevant legal and other requirements under the law which apply to it, especially with the EU's and national legislation as set out in Article 1 of the subsidy contract (Annex 1). Furthermore, each PP shall ensure that all necessary approvals (e.g., building permissions and environmental impact assessment statements) have been obtained.
- For the part of the project for which it is responsible, each PP shall ensure the following:
 - 1) That it complies with relevant rules concerning public procurement, competition and entry into the markets, sustainable development and environmental protection, equal opportunities and non-discrimination, gender equality, branding, financial management, and State aid;
 - 2) That it is implemented in observation of the rules and procedures set in the Programme Manual (e.g., concerning monitoring the project's physical and financial progress, recording and storing of documents, written requests for project modifications, implementation of information and publicity measures, etc.);
 - 3) In case of funds granted under State aid, all requirements provided for in the applicable EU, national and programme rules, as recalled in Article 1 of the subsidy contract, are respected by the PPs concerned;
 - 4) Programme requirements on the eligibility of expenditure, as provided for in the Programme Manual and in line with Article 5 of the subsidy contract signed between the MA and the LP, are strictly respected.
- In accordance with the provisions of the Regulation (EU) 2016/679 (General Data Protection Regulation), the MA is entitled to process the personal data of the LP and all PPs, which are contained in the approved application form and d authorised representatives of the following bodies and authorities: national control bodies and bodies and authorities involved in audits carried out for the programme, EC, auditing bodies of the EU and the accounting bodies or any other institution responsible for conducting audits or controls according to the EU's or national laws. In addition, the MA is entitled to process such data and to share it with other programmes to implement their tasks linked to European anti-corruption policy and to make such data available to bodies and authorities for evaluation and monitoring purposes.

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- Furthermore, the programme bodies may use the names and addresses of all PPs, the purpose, and the amount of the subsidy in the framework of information and communication measures concerning the programme, as well as reporting to the EC.
- Each PP shall set up a physical and/or electronic archive, which allows for storing data, records and documents composing the audit trail, in compliance with requirements described in the Programme Manual. The location of the above-mentioned archive is indicated in SIGI, and each PP commits itself to promptly inform the LP of any change of location.
- Each PP shall give access to the relevant authorities, MA, JS, Audit Authority, Accounting bodies, Commission Services, and national to its business premises for the necessary controls and audits.
- Each PP shall ensure that its part of the activities to be implemented in the approved project is not fully or partly financed by other EU Programmes.
- Each PP shall ensure that the following project and financial management conditions are fulfilled:
 - 1) To start as well as to implement the part(s) of the project for which it is responsible in due time and in compliance with the approved application form, ensuring, in quantitative and qualitative terms, the delivery of its planned project activities, outputs and results;
 - 2) To appoint a local coordinator for the part(s) of the project for which it is responsible and to give the appointed coordinator the authority to represent the partner in the project so as to ensure sound project management;
 - 3) To immediately notify the LP of any event that could lead to a temporary or permanent discontinuation or any other deviation of the part(s) of the approved project for which the PP is responsible;
 - 4) To provide experts or bodies authorised by the Interreg Atlantic Area Programme carrying out project evaluations and/or studies with any document or information requested for evaluation purposes. Information might also be provided through surveys and/or interviews;
 - 5) To promptly react to any request made by the MA/JS through the LP;
 - 6) That expenditure reported to the LP has been incurred for the purpose of implementing the project and corresponds to the activities described in the latest version of the approved application form;
 - 7) That in case one or more output and result targets, as set in the latest approved version of the application form, are not successfully reached, adequate corrective measures are put in place to ensure the project

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performance as well as to minimise the impact at the programme level (e.g., adaptation of the project to the changed situation) following the procedures specified in the Programme Manual;

- 8) To immediately inform the LP if costs are reduced, or any of the disbursement conditions cease to be fulfilled, or circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy in whole or in part;
 - 9) To install a separate accounting system for the project and safeguard that the eligible costs, as well as the received subsidies, can be clearly identified.
 - 10) Implement projects activities in accordance with the rules and procedures set in the Programme Manual;
 - 11) Guarantee that project activities do not conflict with the relevant EU and national/regional legislation and policies of the regions and countries involved and that any authorisations required for their implementation have been obtained.
- In the circumstance that any of the PPs is in the situation of undertaking in difficulty, within the meaning of point (18) of Article 2 of Regulation (EU) No 651/2014, as well as in compliance with Article 7 (1) (d) of Regulation (EU) 2021/1058, the concerned PP is to immediately inform the LP that shall in turn immediately inform the MA/JS.

Article 7 - Project Steering Committee

- For a sound implementation and management of the project, a steering committee shall be set up in line with the provisions of the Programme Manual.
- The steering committee is the decision-making body of the project and it shall be composed of representatives of the LP and all PPs duly authorised to represent the respective LP and PP institutions. It shall be chaired by the LP, and it shall meet on a regular basis. Associated partners shall be invited to take part in the steering committee in an advisory capacity. External key stakeholders may also be invited to take part in one or more meetings in an observer/advisory capacity.
- The steering committee shall at least:
 - 1) Be responsible for monitoring and validating the implementation of the project and the achievement of the planned results as in the approved application form;
 - 2) Perform the financial monitoring of the project implementation and decide on any budget modifications;
 - 3) Monitor and manage deviations from the project implementation;

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- 4) Decide on project modifications (e.g., partnership, budget, activities, and duration) if needed;
 - 5) Be responsible for the settlement of any disputes within the partnership.
- Further aspects, including the creation of sub-groups or task forces, may be set out in the rules of procedure of the steering committee.

Article 8 - Financial management and accounting principles

In line with Article 7 of this agreement, each PP is responsible to the LP for guaranteeing sound financial management of its budget as indicated in the latest version of the approved application form, and pledges to release its part of the co-funding. To this purpose, a separate accounting system must be set in place.

Article 9 - Reporting and requests for payment

- Each PP may only request, *via* the LP, payments of the contribution from ERDF by providing proof of the progress of its respective part(s) of the project towards the achievement of the outputs and results as set in the approved application form, in compliance with the principle of sound financial management (as determined by the principles of economy, efficiency, and effectiveness) and by demonstrating the utility derived from any purchases. To this purpose, each PP commits to providing the LP with complete and accurate information needed to draw up and submit joint Progress Reports and, where possible, the main outputs and deliverables obtained in line with the approved application form. Project Progress Reports shall be submitted to the MA/JS following the procedures set in the Programme Manual and in observation of the deadlines set in the overview table of reporting targets and deadlines enclosed in the subsidy contract (see annex 1).
- In addition, to allow the LP to submit to the MA payment requests enclosed in the Project Progress Reports, every PP shall submit to the LP its certificates confirming the eligibility of expenditure, following verifications performed according to Article 10.
- To meet the deadlines mentioned in Article 9.1, each PP commits itself to deliver to the LP the necessary information and documents fifteen working days before the deadlines set in the subsidy contract for submitting the concerned periodic joint Progress Reports.
- Requests to postpone the reporting deadlines may be granted only in exceptional and duly justified cases. They shall be submitted by the LP to the MA *via* the JS at the latest one week before the due deadline.

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- In line with Article 11 of the subsidy contract, the LP shall confirm that the expenditure reported by each PP has been incurred by the PP for the purpose of implementing the project, that it corresponds to the activities laid down in the approved application form, and that it has been verified by the national controller.
- If the LP casts doubts on the project relevance of any expenditure items claimed by a PP, the LP shall clarify the issue with the concerned PP to find an agreement on the expenditure to be claimed and the corresponding activities to be reported as project relevant. If such agreement cannot be found, the procedure as stated in the Programme Manual will be followed.
- Payments not requested in time and in full or not in compliance with the payment schedule as indicated in the reporting targets and deadlines of the application form may be lost.
- To proceed with the analysis of periodic Progress Reports, each PP must provide additional information if the LP or the MA/JS deem that necessary. Additional information requested by the MA/JS is to be collected and sent by the LP within the demanded time frame.
- The MA reserves the right not to accept – in part or in full – certificates of expenditure as described in Article 10 of this agreement, in line with provisions of Article 6.4 of the subsidy contract.
- Following the approval of the Project Progress Report by the MA/JS, the respective ERDF funds are transferred to the LP and PPs accounts. Changes in the account number shall be duly notified to the LP.
- The LP shall provide all PPs with copies of any report and documentation submitted to the MA/JS and keep the PPs informed about all relevant communication with MA or JS, in line with Article 11.7 of the subsidy contract.
- Details on the contents of the reports on the verification of expenditure, the reimbursement of funds and the related procedural rules are laid out in the Programme Manual, the contents of which each PP accepts.

Article 10 - Expenditure verification

- Each Project Progress Report submitted by the LP to the MA *via* the JS must be accompanied by certificates confirming the eligibility of expenditure, both at the LP and the PPs level, issued by national controllers as referred to in Article 46(3) of the Interreg Regulation, according to the system set up by each Member State and in compliance with the requirements set by the legal framework listed in Article 1 of the subsidy contract. Certificates of expenditure shall come with the compulsory elements presented in the Programme Manual (*i.e.*, the control report and checklist).

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The PPs shall deliver all necessary documents to enable the LP to fulfil its obligations. To this end, the partnership may agree on internal rules and delivery procedures.

- National controllers will base their work on the rules provided by each Member State and the requirements set in the respective EC Regulations and the Programme Manual.
- PPs from countries having set a decentralised control system ensure that controllers were selected following the system set up by each Member State and that they meet the requirements of qualification and independence presented in the Programme Manual. Furthermore, these PPs acknowledge that the MA reserves the right, after agreement with the national responsible institution, to require that the controller directly selected by a PP is replaced if considerations, which were unknown when the subsidy contract was signed, cast doubts on the controller’s independence or professional standards.
- Each PP must notify the LP on its national controllers that, in accordance with the system set up by each Member State, shall carry out the verification of the expenditure of the PP. National controllers are identified in SIGI.
- Any change of control authority/institution or name of controller(s) shall be duly notified to the LP, who must subsequently notify the MA/JS.

Article 11 - Project modifications

- Project modifications shall be requested by the LP following the rules and procedures stated in the Programme Manual. Where relevant, to come into effect, modifications must be approved by the relevant programme body(ies).
- In the application documents, the contribution of the LP and each PP is clearly defined. Changes in the project partnership require the prior approval of the relevant programme bodies as outlined in the Programme Manual. However, once approved, they are valid retrospectively starting from the date on which the request was presented by the LP.
- With regard specifically to budget modifications, each PP may only apply changes in its approved budget if they comply with the flexibility rules stated in the Programme Manual and if prior approval from the LP or the programme bodies has been provided, as appropriate. To this purpose, each PP shall timely inform the LP of any request for revision of its budget with respect to its original commitment.
- In case of changes in the partnership, this partnership agreement shall be amended accordingly and signed by the LP and the new PP (if applicable).

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- All PPs, agree not to withdraw from the project unless there are unavoidable reasons for doing so. Should this nonetheless happen, the LP and the remaining PPs must find a solution in agreement with the Project Steering Committee Rules of procedures and procedures described in the Programme Manual.
- Should a PP fail to comply with its obligations under this partnership agreement, the partnership may decide as a last resort to remove this PP from the project and request a modification of the project in accordance with the conditions set out in the Programme Manual, and the rules of procedure of the Project Steering Committee.
- The LP can, if necessary, prepare and address requests for modifications of the project data to the MA/JS. Any modifications requested, including budget, partnership, and operational changes, must be agreed upon and authorised by the full partnership beforehand, according to the Project Steering Committee Rules of procedures.
- All PPs must strictly follow the provisions of the Programme Manual when requesting and/or implementing modifications in the project.

Article 12 - Information and communication, publicity, and branding

- The LP and the PPs shall ensure adequate promotion of the project both towards potential beneficiaries of the project results and towards the public.
- Unless the MA requests otherwise, any notice or publication made by the project, including presentations at conferences or seminars, shall point out that the present project was implemented through financial assistance from ERDF funds of the Interreg Atlantic Area Programme, as required by Annex IX of the CPR. All information, communication and branding measures of the project shall be carried out in accordance with the aforementioned rules, the Programme Manual, and any other guidelines issued by the Programme on the matter. The LP shall take care that the PPs comply with these requirements and provide them with relevant documents and any Programme guidelines.
- The LP must ensure that all the PPs and itself respect the additional branding requirements as laid down in the Programme Manual, which forms an integral part of this agreement.
- Each PP shall ensure that any notice or publication relating to the project made in any form and by any means, including digital and online, states that it only reflects the author's view and that the programme authorities are not liable for any use that may be made of the information contained therein.
- All PPs also take full responsibility for the content of any notice, publication and marketing product provided to the MA which has been developed by the PPs or third

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parties on behalf of the PPs. The PPs are liable in case a third-party claims compensation for damages (e.g., because of an infringement of intellectual property rights). The PPs will indemnify the LP in case the LP suffers any damage because of the content of the publicity and information material.

- Each PP shall comply with all publicity, communication and branding obligations (e.g., on the use of the programme logo, information requirements, organisation of events, etc.) as further specified in the Programme Manual and any other guidelines issued by the programme on the matter.
- In line with Article 49 (3) of the CPR, the MA is authorised to publish the following information:
 - 1) Name of the LP and its PPs;
 - 2) Name of the project;
 - 3) The project summary, including project purposes and its expected achievements;
 - 4) Abstract of Progress Reports with the project’s actual achievements;
 - 5) Start date of the project;
 - 6) Expected or actual date of completion of the project;
 - 7) The ERDF funding and the total cost of the project;
 - 8) The programme specific objective concerned;
 - 9) The location indicator or geolocation for the project and the countries concerned;
 - 10) The location of the LP and its PPs;
 - 11) The type of intervention for the project in accordance with point (g) of Article 73(2) of the CPR.
- The MA is entitled to furthermore use these data for information and communication purposes as listed in Annex IX of the CPR, cited in Article 1 of the subsidy contract.
- The MA, on behalf of the MC and of other programme promoters at the national level, is entitled to use the outputs and results for information and communication actions in respect of the programme. All PPs agree that information about outputs is forwarded by the MA to other programme authorities as well as the Member States taking part in the programme to use this material to showcase how the subsidy is used.
- Each PP shall provide evidence of the deliverables and outputs produced as further specified in the Programme Manual.

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- Each PP shall ensure that any output and result produced during project implementation can be used by all interested parties and organisations and are in the public interest and publicly available. Moreover, the PPs will support the LP and play an active role in any actions organized by the Programme to disseminate and capitalise on project results.
- The LP shall ensure that communication and visibility material, including at the level of PPs, is made available upon request to the MA (and further to EU institutions, bodies, offices or agencies) and that a royalty-free, non-exclusive and irrevocable licence to use such material and any pre-existing rights attached to it is granted to the MA (and further EU institutions, bodies, offices or agencies) in accordance with Annex IX of the CPR.

Article 13 - Assignment, legal succession

- The LP and the PPs, in exceptional cases and in well-founded circumstances, are allowed to assign their duties and rights under this agreement only after the prior written consent of the programme bodies and in compliance with the procedure for project modification specified in the Programme Manual.
- Where according to national laws, the legal personality does not change and where all assets of a PP are taken over so that a deterioration of the financial capacity of the acquiring institution is not to be expected (i.e., in cases of universal succession) prior consent by the MA is not necessary. However, the concerned PP shall submit in due time to the MA/JS via the LP related information together with all documents that are necessary to analyse the legal case. If the MA/JS concludes the conditions stated above are not fulfilled (e.g., in cases of a singular succession), the LP will be informed that a project modification procedure must be started.
- In case of assignment or any form of legal succession of the LP or PP, the LP or the concerned PP is obliged to assign all rights and obligations and all project related documents to each and any assignee or legal successor. Related reports to the MA/JS, as requested in the programme documents, must be forwarded by the LP.

Article 14 - Cooperation with third parties and outsourcing

- In the event of outsourcing, the PPs must abide by EU, national and programme rules on public procurement and shall remain the sole responsible parties towards the LP and, through the LP, to the MA concerning compliance with their obligations by virtue of the conditions set forth in this agreement including its annexes.
- In the case of financial involvement of associated partners, this must not enter conflict with public procurement rules. Expenditure incurred by the associated

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partners shall be finally borne by any of the PPs or by the LP to be considered eligible and on condition that this is allowed by national or programme rules.

Article 15 - Liability

- According to Article 10 of the subsidy contract, the LP bears the overall financial and legal responsibility for the project and for the PPs towards the MA and third parties.
- Within the partnership, each party to this agreement shall be liable to the other parties and shall indemnify and hold harmless such other party for and against any liabilities, damages and costs resulting from the non-compliance of its duties and obligations as set forth in this agreement and its annexes or of other legal norms. Eventual repayment of undue funds by the PPs to the LP or the MA, for which the LP is liable to the MA.
- The LP shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the project is being carried out. The LP is entitled to subrogate against the PP that caused the damage. The PP causing damage shall be liable to the LP, therefore.
- The parties to this agreement accept that the MA cannot be, under any circumstances or for any reason whatsoever, held liable for damage or injury sustained by the staff or property of the LP or any PP while the project is being carried out. No claims can be accepted by the MA for compensation or increases in payment in connection with such damage or injury.
- No party shall be held liable for not complying with obligations ensuing from this agreement in case of *force majeure*.

Article 16 - Non-fulfilment of obligations

- Each PP is obliged to promptly inform the LP and provide all necessary details should there be any event that could jeopardise the implementation of the project.
- Each PP is directly and exclusively responsible to the LP and the other PPs for the due implementation of its part(s) to the project as described in the approved application form, as well as for the proper fulfilment of its obligations as set out in this agreement. Should a PP not fulfil its obligations under this agreement in due time, the LP shall advise PP to fulfil such obligations within reasonable deadlines set by the LP. The LP shall make any effort to resolve the difficulties, including seeking the assistance of the MA/JS. Should the non-fulfilment continue, the LP may decide to exclude the PP concerned from the project prior to the approval of the other PPs. The MA and JS shall be immediately informed of such an intended decision.

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- The excluded PP is obliged to refund to the Programme any programme funds received for which it cannot prove that, on the day of exclusion, ERDF received for the project was used for activities carried out, and deliverables/outputs obtained, for the benefit of the project and that such activities and deliverables/outputs can be used for the further implementation of the project. The excluded PP is liable to compensate any damage to the LP and the remaining PPs due to its exclusion.
- The excluded PP must keep documents for audit purposes according to what is stated.
- The LP and all PPs herewith oblige themselves to compensate each other for those damages that may result from intentional or gross negligence, non-performance, or bad performance of any of their obligations under the present agreement.
- In case of non-fulfilment of PP obligations having financial consequences for the funding of the project, the LP may demand compensation from the responsible PP to cover the sum involved.

Article 17 - Financial controls, audits

- The EC, the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) and, within their responsibility, the auditing bodies of the participating EU Member States or other national public auditing bodies as well as the Programme audit authority, the MA and the JS are entitled to audit the proper use of funds by the LP or by its PPs or to arrange for such an audit to be carried out by authorised persons. The LP and PPs will be notified in due time about any audit to be carried out on their expenditure.
- Each PP undertakes all the necessary actions to comply with the fundamental requirements indicated in this agreement, the subsidy contract, the applicable laws, and programme documents (Programme Manual and the call-specific Terms of Reference), which are an integral part of this agreement, to provide for comprehensive documentation on compliance with those norms and the accessibility to this documentation. Besides the obligations regarding reporting and information, each PP particularly:
 - 1) Keeps all documents and data required for controls and audits safely and organised.
 - 2) Makes all necessary arrangements to ensure that any audit, notified by a duly authorised institution, can be carried out smoothly; and
 - 3) Provides any requested information to these institutions about the project and gives access to their business premises, provides, and gives access to all the information and documents supporting the audit trail as requested in the

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European Structural and Investment Funds Regulations, delegated and implementing acts, and the Programme Manual.

- Each PP shall promptly inform the LP about any audits that have been carried out by the bodies mentioned in this agreement.
- If, as a result of the controls and audits, any expenditure is considered non eligible according to the regulatory framework as in Article 1 of the subsidy contract, the procedure described in Article 18 and Article 9.9 of this agreement shall apply.
- Each PP shall provide access to the premises, as well as project related locations, documents and necessary information, irrespective of the medium in which they are stored, for verifications by the MA, the JS, the Body in charge of the Accounting Function, relevant national authorities, authorised representatives of the EC, the European Anti-Fraud Office, the European Court of Auditors, the Group of Auditors and any external auditor authorised by these institutions or bodies.
- These verifications may take place up to 5 years from 31 December of the year of the last payment from the Programme to the project as stated in Article 82 of Regulation 2021/1060 and in the closure letter addressed to the LP by the Programme. A longer retention period may apply in case of State Aid or in accordance with national rules. The PPs must ensure that all original documents, or their certified copies, in line with the national legislation related to the implementation of the project, are made available until the above final date of possible verifications and until any ongoing audit, verification, appeal, litigation or pursuit of claim has been completed.

**Article 18 - Withdrawal or recovery of unduly paid-out funds,
decommitment of funds**

- In the event of overpaid amounts or irregularities identified during the implementation of the project by any programme body, the national body or any relevant EU body, or should the MA be notified of such cases, the latter reserves the right to request the partners involved (if necessary in consultation with the relevant national bodies of the participating countries concerned and by informing the relevant Programme bodies) to reimburse all or part of the ERDF the Interreg funds granted.
- Each PP of ongoing or closed projects must transfer to the body in charge of the Payment function any undue amounts, according to the rules and timeframe as set out in the Programme Manual and recovery documents.
- Should the MA, in accordance with the provisions of the subsidy contract, the Programme Manual, and of this agreement, demand the repayment of subsidy already transferred, every PP is obliged to transfer its portion of undue paid out

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amount in compliance with Article 52(1) of Regulation (EU) 2021/1059. Alternatively, and when possible, the repayment amount will be offset against the next payment of the MA to the PP or, where applicable, the remaining payments can be suspended. In case repayment is deemed necessary, this repayment is due within one month following the date of the letter/email by which the MA asserts the repayment claim to the PP.

- Should the PP involved in the project covered by this Agreement not reimburse funds unduly paid in the framework of another project financed by the Programme, the MA has the right to deduct the corresponding funds from any payment pending for the present project;
- The amount repayable shall be subject to interest according to Article 13 of the subsidy contract. Further provisions of the subsidy contract shall apply by analogy;
- In duly justified cases, the MA informs the Member State, on whose territory the PP concerned is to recover the unduly paid amounts from this Member State. Therefore, the respective Member State is entitled to claim the unduly paid funds that have been reimbursed to the MA from the PP;
- In case no PP can be held responsible for the request for repayment, the amount to be repaid shall be apportioned between all PPs pro rata to their project budget share.
- Bank charges incurred by the repayment of amounts due to the MA shall be borne entirely by the concerned PPs;
- If decommitment of funds applies, the PPs herewith agree that the deduction shall be imputed to those PPs that have contributed to the decommitment of funds unless a different decision is taken by the MC. Deduction of funds shall be made in a way that does not jeopardise the future involvement of PPs and implementation of activities.

Article 19 - Intellectual property rights, confidentiality, conflict of interest, data management and protection, use of outputs

- Each PP must:
 - 1) Undertake to enforce all applicable national and EU laws, including but not limited to laws on intellectual property rights, especially copyright, regarding any output produced as a project implementation result.
 - 2) Ensure that it has all rights to use any pre-existing intellectual property rights, if necessary, for the implementation of the project and that a royalty-free, non-exclusive, and irrevocable licence without significant additional costs or administrative burden to use such materials is granted to the Programme and

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Union bodies in accordance with Annex IX of the CPR and further specified in the Programme Manual.

- 3) Inform the relevant Programme bodies if there is any sensitive or confidential information related to the project that may not be published or made publicly available. This clause does not affect the LP and PPs obligation to make all results and outputs of the project available to the public.
 - 4) Take all necessary measures to prevent any risk of conflict of interest and to keep each other informed without delay on any circumstances that have generated or may generate such conflict.
 - 5) Do his/her utmost to prevent fraud and corruption and to be especially vigilant on this subject. In coherence conformity with the Programme Manual procedures for this purpose , they also undertake to denounce any conduct likely to be considered as suspected fraud to the competent national authorities and to advise the MA of this.
- The result of the joint activities covered by the Agreement concerning reports, documents, studies, electronic data, and other outputs are the joint property of the partnership unless specifically agreed otherwise.
 - In the event of processing, use, and transfer of personal data by PPs of the Interreg Atlantic Area Programme and potential subcontractors, the PPs undertake in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural person (General Data Protection Regulation/ GDPR):
 - To inform the person concerned in advance of the transfer and its purpose;
 - To obtain their express consent;
 - To transmit to the Interreg Atlantic Area Programme the contact details of the Data Controller and those of their Data Protection Officer if they have one.
 - The MA reserves the right to use the outputs and results for information and communication actions in respect of the programme.

Article 20 - Confidentiality

- Although the nature of the implementation of the project is public, information exchanged in the context of its implementation between the LP and the PPs, the PPs themselves, or the MA/JS shall be confidential.
- The LP and the PPs commit to taking measures to ensure that all their respective staff members involved in the project respect the confidential nature of this

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information and do not disseminate it, pass it on to third parties or use it without the prior written consent of the LP and the PP institution that provided the information.

Article 21 - Disputes between partners

- In case of dispute between the LP and its PPs or among PPs, the presumption of good faith from all parties will be privileged.
- Should a dispute arise between the LP and its PPs or among PPs, the affected parties will endeavour to find a solution in an amicable way. Disputes will be referred to the Project Steering Committee to reach a settlement.
- The LP will inform the other PPs and may, on its own initiative or upon request of a PP, ask for advice from the MA/JS.
- Should a compromise through mediation in the framework of the Project Steering Committee not be possible, the parties will agree a neutral venue to resolve any legal disputes arising from this agreement.

Article 22 - Working language

The working language of the partnership shall be English.

The present agreement is concluded in English.

Article 23 - Force majeure

- Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this agreement, which is beyond the control of the LP and PPs and cannot be overcome despite their reasonable endeavours (e.g., substantial changes due to changes in political or financial terms). Any default of a product or service or delays in making them available for the purpose of performing this agreement and affecting the project performance, including, for instance, anomalies in the functioning or performance of product or services, labour disputes, strikes, or financial difficulties do not constitute force majeure.
- If the LP or PPs are subject to force majeure liable to affect the fulfilment of its/their obligations under this agreement, the LP shall notify the MA via the JS without delay, stating the nature, likely duration, and foreseeable effects.
- Neither the LP nor the PPs shall be in breach of their obligations to execute the project if it has been prevented from complying by force majeure. Where LP or PPs cannot fulfil their obligations to execute the project due to force majeure, a grant for

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accepted eligible expenditure occurred may be made only for those activities which have been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

Article 24 - Amendment of the partnership agreement

- Amendments and supplements to the present agreement must be made in writing in English.
- Any communication under this partnership agreement must be submitted in writing in English.
- Any new partner joining the partnership should agree to the terms set out in this document by signing a new page of the agreement separately. The signed page will then be attached to this document.
- If applicable, in accordance with the rules and procedures as set out in the Programme Manual, the LP presents the amended partnership agreement to the MA/JS without undue delay.
- In the event that a partner leaves the partnership, the project partnership is not required to produce a new Partnership Agreement.

Article 25 - Termination

The Partnership Agreement must be terminated because of the termination of the Subsidy contract.

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

Article 26 - Concluding provisions

- All cited laws, regulations, and programme documents mentioned in this agreement are applicable in their latest valid version.
- If any provision in this agreement should be wholly or partly ineffective, the parties to this agreement undertake to replace the ineffective provision with an effective provision that comes as close as possible to the purpose of the ineffective provision.
- In case of matters that are not ruled by this agreement, the parties agree to find a joint solution.

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- Amendments and supplements to this agreement must be in written form and must be indicated as such. Consequently, any changes to this agreement shall only be effective if they have been agreed on in writing and have been designated as amendment of or supplement to the agreement.
- The LP and all PPs ensure that in case of modification of provisions mentioned in Article 1 of the subsidy contract, updated rights and obligations derived thereof shall apply.
- Any costs, fees, or taxes not eligible or any other duties arising from the conclusion or the implementation of this agreement shall be borne by the LP and PPs.
- This agreement is governed by and construed in accordance with the laws of France. Thus, the laws of France shall apply to all legal relations arising in connection with this agreement.
- To the effect of this agreement, the PPs shall irrevocably choose domicile at their addresses stated in the partner section of the application form (Annex 1 to this agreement) where any official notifications can be lawfully served.
- Any change of domicile shall be forwarded by the concerned PP to the LP within 15 days following the change.
- The present agreement must be signed by the LP and all PPs and evidence of the signature must be provided at the latest within three months after the entering into force of the subsidy contract between the MA and the LP, following the procedures described in the Programme Manual. The MA reserves the right to check the partnership agreement to verify that it has been signed and that it is in conformity with the minimum requirements as provided for in Article 10.2 of the subsidy contract and as set by the template of the partnership agreement made available by the programme.
- 10 copies of this agreement are made, of which each party keeps one.

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mentioned in the application form:
Nicolas Castay

application form:
Maggie Cusack

(Signature)

I hereby confirm that I have taken note of the entire content of the EAPA_0068/2024 SMART Coast project Partnership Agreement, and I understand that I will be included in a consortium made up of the following partners :

- Groupement d'Intérêt Public Littoral en Nouvelle-Aquitaine
- Munster Technological University (Hospitality, Culinary Arts & Tourism)
- UNIVERSIDADE DE VIGO (Knowledge Organisation Group)
- Azores Destination Management Organisation (Azores DMO)
- Basque Country Urban Community (Communauté d'Agglomération Pays Basque)
- REGIÃO DE TURISMO DO ALGARVE (Departamento Operacional)
- Asociación Costa Quebrada (Asociación Costa Quebrada)
- UNIVERSIDAD DE CANTABRIA (Grupo de Inteligencia de Marketing)
- Ayuntamiento de Piélagos (Secretaría Municipal)
- Gobierno de Cantabria (Consejería de Fomento, Vivienda, Ordenación del Territorio y Medio Ambiente)

Project Lead Partner
Groupement d'Intérêt Public Littoral en
Nouvelle-Aquitaine

Partner Nr. 3
UNIVERSIDADE DE VIGO (Knowledge
Organisation Group)

(Place + Date)

Lead partner legal representative name (as
mentioned in the application form:
Nicolas Castay

Partner legal representative name (as in the
application form:
M^{re} Belén Rubio Armesto

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Carlos Alberto Caramés
Luengo

06/11/2025

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Project Lead Partner
Groupement d'Intérêt Public Littoral en
Nouvelle-Aquitaine

Partner Nr. 4
Azores Destination Management
Organisation (Azores DMO)

(Place + Date)

Lead partner legal representative name (as mentioned in the application form:

Partner legal representative name (as in the application form:

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Nicolas Castay

Teresa Carreiro

(Signature)

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- UNIVERSIDADE DE VIGO (Knowledge Organisation Group)
- Azores Destination Management Organisation (Azores DMO)
- Basque Country Urban Community (Communauté d'Agglomération Pays Basque)
- REGIÃO DE TURISMO DO ALGARVE (Departamento Operacional)
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- UNIVERSIDAD DE CANTABRIA (Grupo de Inteligencia de Marketing)
- Ayuntamiento de Piélagos (Secretaría Municipal)
- Gobierno de Cantabria (Consejería de Fomento, Vivienda, Ordenación del Territorio y Medio Ambiente)

Project Lead Partner
Groupement d'Intérêt Public Littoral en
Nouvelle-Aquitaine

Partner Nr. 5
Basque Country Urban Community
(Communauté d'Agglomération Pays
Basque)

(Place + Date)

Lead partner legal representative name (as

Partner legal representative name (as in the

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mentioned in the application form:
Nicolas Castay

application form:
Jean-René Etchegaray

(Signature)

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- UNIVERSIDADE DE VIGO (Knowledge Organisation Group)
- Azores Destination Management Organisation (Azores DMO)
- Basque Country Urban Community (Communauté d'Agglomération Pays Basque)
- REGIÃO DE TURISMO DO ALGARVE (Departamento Operacional)
- Asociación Costa Quebrada (Asociación Costa Quebrada)
- UNIVERSIDAD DE CANTABRIA (Grupo de Inteligencia de Marketing)
- Ayuntamiento de Piélagos (Secretaría Municipal)
- Gobierno de Cantabria (Consejería de Fomento, Vivienda, Ordenación del Territorio y Medio Ambiente)

Project Lead Partner
Groupement d'Intérêt Public Littoral en
Nouvelle-Aquitaine

Partner Nr. 6
REGIÃO DE TURISMO DO ALGARVE
(Departamento Operacional)

(Place + Date)

Lead partner legal representative name (as
mentioned in the application form:
Nicolas Castay

Partner legal representative name (as in the
application form:
André Gomes

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- UNIVERSIDADE DE VIGO (Knowledge Organisation Group)
- Azores Destination Management Organisation (Azores DMO)
- Basque Country Urban Community (Communauté d'Agglomération Pays Basque)
- REGIÃO DE TURISMO DO ALGARVE (Departamento Operacional)
- Asociación Costa Quebrada (Asociación Costa Quebrada)
- UNIVERSIDAD DE CANTABRIA (Grupo de Inteligencia de Marketing)
- Ayuntamiento de Piélagos (Secretaría Municipal)
- Gobierno de Cantabria (Consejería de Fomento, Vivienda, Ordenación del Territorio y Medio Ambiente)

Project Lead Partner
Groupement d'Intérêt Public Littoral en
Nouvelle-Aquitaine

Partner Nr. 7
Asociación Costa Quebrada (Asociación
Costa Quebrada)

(Place + Date)

Lead partner legal representative name (as mentioned in the application form:
Nicolas Castay

Partner legal representative name (as in the application form:
Angel Trujillano Moral

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(Signature)

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- Groupement d'Intérêt Public Littoral en Nouvelle-Aquitaine
- Munster Technological University (Hospitality, Culinary Arts & Tourism)
- UNIVERSIDADE DE VIGO (Knowledge Organisation Group)
- Azores Destination Management Organisation (Azores DMO)
- Basque Country Urban Community (Communauté d'Agglomération Pays Basque)
- REGIÃO DE TURISMO DO ALGARVE (Departamento Operacional)
- Asociación Costa Quebrada (Asociación Costa Quebrada)
- UNIVERSIDAD DE CANTABRIA (Grupo de Inteligencia de Marketing)
- Ayuntamiento de Piélagos (Secretaría Municipal)
- Gobierno de Cantabria (Consejería de Fomento, Vivienda, Ordenación del Territorio y Medio Ambiente)

Project Lead Partner
Groupement d'Intérêt Public Littoral en
Nouvelle-Aquitaine

Partner Nr. 8
UNIVERSIDAD DE CANTABRIA (Grupo
de Inteligencia de Marketing)

(Place + Date)

Lead partner legal representative name (as mentioned in the application form:
Nicolas Castay

Partner legal representative name (as in the application form:
Carlos Beltrán Álvarez

Firma 1 de 1	Carlos Alberto Caramés Luengo	06/11/2025	ALCALDE
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(Signature)

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- REGIÃO DE TURISMO DO ALGARVE (Departamento Operacional)
- Asociación Costa Quebrada (Asociación Costa Quebrada)
- UNIVERSIDAD DE CANTABRIA (Grupo de Inteligencia de Marketing)
- Ayuntamiento de Piélagos (Secretaría Municipal)
- Gobierno de Cantabria (Consejería de Fomento, Vivienda, Ordenación del Territorio y Medio Ambiente)

Project Lead Partner
Groupement d'Intérêt Public Littoral en
Nouvelle-Aquitaine

Partner Nr. 9
Ayuntamiento de Piélagos

(Place + Date)

Lead partner legal representative name (as mentioned in the application form:
Nicolas Castay

Partner legal representative name (as in the application form:
Carlos Alberto Caramés Luengo
Piélagos Mayor

Firma 1 de 1	Carlos Alberto Caramés Luengo	06/11/2025	ALCALDE
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(Signature)

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- Munster Technological University (Hospitality, Culinary Arts & Tourism)
- UNIVERSIDADE DE VIGO (Knowledge Organisation Group)
- Azores Destination Management Organisation (Azores DMO)
- Basque Country Urban Community (Communauté d'Agglomération Pays Basque)
- REGIÃO DE TURISMO DO ALGARVE (Departamento Operacional)
- Asociación Costa Quebrada (Asociación Costa Quebrada)
- UNIVERSIDAD DE CANTABRIA (Grupo de Inteligencia de Marketing)
- Ayuntamiento de Piélagos (Secretaría Municipal)
- Gobierno de Cantabria (Consejería de Fomento, Vivienda, Ordenación del Territorio y Medio Ambiente)

Project Lead Partner
Groupement d'Intérêt Public Littoral en
Nouvelle-Aquitaine

Partner Nr. 10
Gobierno de Cantabria (Consejería de
Fomento, Vivienda, Ordenación del
Territorio y Medio Ambiente)

(Place + Date)

Lead partner legal representative name (as mentioned in the application form:
Nicolas Castay

Partner legal representative name (as in the application form:
Roberto Media Sainz

Firma 1 de 1	Carlos Alberto Caramés Luengo	06/11/2025	ALCALDE
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(Signature)

Annexe 1 Subsidy contract

Annexe 2: Approved application form (last approved version).

Annexe 3: Terms of Reference for the Call for Projects under which the project was selected for funding.

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